

# PAINT BRUSH HILLS METROPOLITAN DISTRICT

## Administrative Offices

141 Union Boulevard, Suite 150  
Lakewood, Colorado 80228-1898  
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### NOTICE OF SPECIAL MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expires:</u>
Kim Griffin	President	2014/May 2014
Calvin Pollard	Vice President	2016/May 2016
Doug Burrer	Treasurer	2016/May 2016
Floyd Roberts	Assistant Secretary	2014/May 2014
John Bruszenski	Assistant Secretary	2014/May 2014

**DATE:**        **December 12, 2013**

**TIME:**        7:00 p.m.

**PLACE:**        Paint Brush Hills Metropolitan District Office  
9830 Liberty Grove Drive  
Falcon, Colorado 80831

#### I.        ADMINISTRATIVE MATTERS

A.        Present Disclosures of Potential Conflicts of Interest.

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B.        Approve Agenda.

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C.        Public Comments. (For items not on the agenda, only. Comments limited to 3 minutes per person and are taken in order listed on the sign-in sheet).

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D.        CONSENT AGENDA – These items are considered to be routine and will be approved and/or ratified by one motion. There will be no separate discussion of these items unless a Board member so requests; in which event, the item will be removed from the Consent Agenda and considered in the Regular Agenda.

- Acknowledge Manager’s Report (to be distributed under separate cover).
  - Acknowledge Staff Report (to be distributed).
  - Acknowledge Billing Report (to be distributed).
  - Acknowledge Operations Report (enclosure).
  - Review and approve Minutes of the November 7, 2013 special meeting and the November 21, 2013 regular meeting (enclosures).
  - Ratify approval of an agreement between the District and Paychex.
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II. FINANCIAL MATTERS

- A. Review and approve the payment of claims for the period ending December \_\_, 2013, as follows (to be distributed):

General Fund:	\$
Debt Service Fund:	\$
Enterprise Fund:	\$
<b>Total:</b>	<u>\$</u>

- B. Review and accept unaudited financial statements for the period ending November 30, 2013 (to be distributed).

- C. Discuss and consider approval of credit card application from Front Range Winwater Company and consider approval of resolution regarding same (enclosure).

III. LEGAL MATTERS

- A. Discuss and consider adjustment to water rates.

1. Consider adoption of Fee Resolution (to be distributed).

- B. Discuss and consider acceptance Filing No. 13A main line improvements and issuance of Letter of Acceptance for same (enclosures).

- C. Discuss and consider approval of the 2014 Lease for the District's office (enclosure).

- D. Consider adoption of Resolution Establishing Credit Card Policy for Employees (to be distributed).

- E.

IV. OPERATIONS AND MAINTENANCE

- A. Review proposals and consider approval of Independent Contractor Agreement for 2014 Landscape Maintenance Services (enclosures).
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B. \_\_\_\_\_

V. OTHER BUSINESS

- A. Discuss and consider approval of proposal from T. Charles Wilson Insurance Services for updated property schedule (enclosures).
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B. \_\_\_\_\_

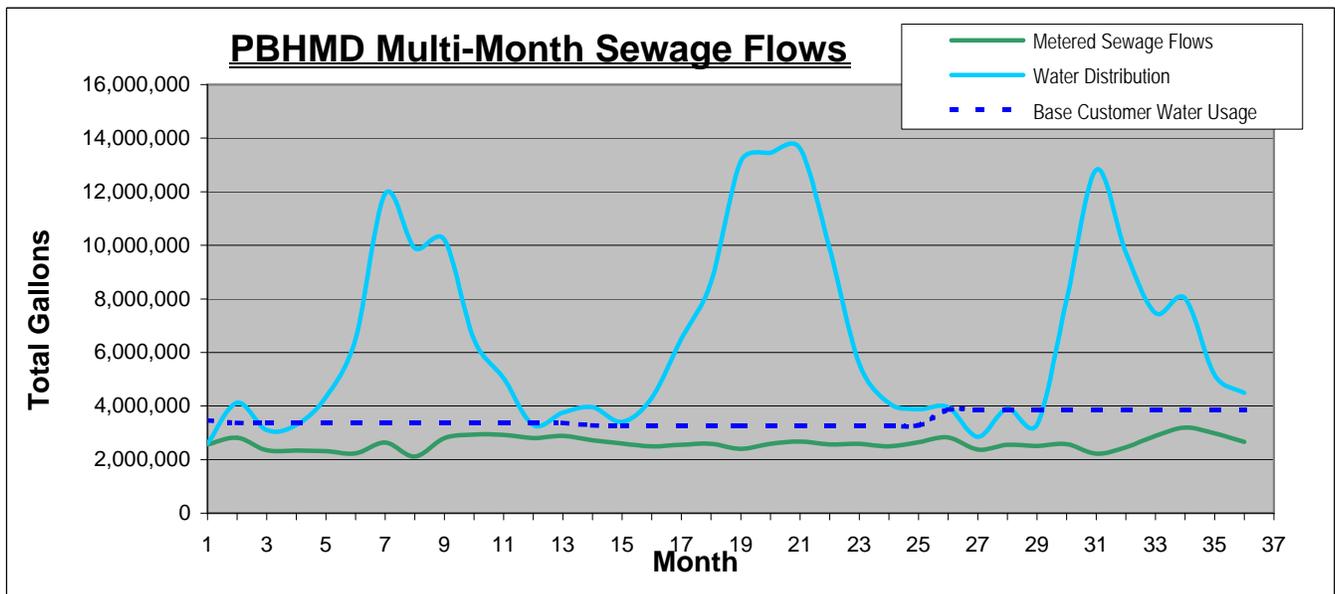
VI. ADJOURNMENT **THERE ARE NO MORE REGULAR MEETINGS SCHEDULED IN 2013.**

# PBHMD 3 Year Sewage Meter Flow Data Summary

Month/Year	Total Flow (gal)	# days/month	Average MGD/Day	Monthly Water Distribution	Base Water Usage
DEC '10	2,561,000	31	0.083	2,598,946	3,468,635
JAN '11	2,813,000	31	0.091	4,120,554	3,378,345
FEB '11	2,349,000	28	0.084	3,104,340	3,378,345
MAR '11	2,344,000	31	0.076	3,288,115	3,378,345
APRIL '11	2,321,000	30	0.077	4,341,041	3,378,345
MAY '11	2,228,000	31	0.083	6,507,255	3,378,345
JUNE '11	2,635,157	30	0.088	11,930,894	3,378,345
JULY '11	2,113,044	31	0.068	9,892,038	3,378,345
AUG '11	2,805,000	31	0.090	10,200,310	3,378,345
SEPT '11	2,931,000	30	0.098	6,479,865	3,378,345
OCT '11	2,920,000	31	0.094	5,031,435	3,378,345
NOV '11	2,799,000	30	0.093	3,290,252	3,378,345
DEC '11	2,881,000	31	0.093	3,752,396	3,378,345
JAN '12	2,722,000	31	0.088	3,958,477	3,277,989
FEB '12	2,600,000	29	0.090	3,413,525	3,277,989
MAR '12	2,500,178	31	0.081	4,296,923	3,277,989
APRIL '12	2,552,000	30	0.085	6,503,553	3,277,989
MAY '12	2,588,000	31	0.083	8,628,004	3,277,989
JUNE '12	2,401,000	30	0.080	13,133,858	3,277,989
JULY '12	2,595,000	31	0.084	13,453,776	3,277,989
AUG '12	2,672,000	31	0.086	13,614,907	3,277,989
SEPT '12	2,562,000	30	0.085	9,867,368	3,277,989
OCT '12	2,588,000	31	0.083	5,570,803	3,277,989
NOV '12	2,492,000	30	0.083	4,112,477	3,277,989
DEC '12	2,650,000	30	0.088	3,879,285	3,277,989
JAN '13	2,824,000	31	0.091	3,958,477	3,855,330
FEB '13	2,370,000	28	0.085	2,852,674	3,855,330
MAR '13	2,557,000	31	0.082	3,912,380	3,855,330
APRIL '13	2,506,000	30	0.084	3,298,140	3,855,330
MAY '13	2,575,000	31	0.083	7,964,820	3,855,330
JUNE '13	2,216,000	30	0.074	12,811,130	3,855,330
JULY '13	2,457,000	31	0.079	9,727,500	3,855,330
AUG '13	2,881,000	31	0.093	7,477,300	3,855,330
SEPT '13	3,192,000	30	0.106	8,014,600	3,855,330
OCT '13	2,980,000	31	0.096	5,153,400	3,855,330
NOV '13	2,657,000	30	0.089	4,485,600	3,855,330
<b>Avg./Month:</b>	<b>2,741,321</b> gal/month	<b>30.4</b>	<b>0.090</b>	<b>(includes 2009/10 data)</b>	
<b>Avg/Day:</b>	<b>90,155</b> gal/day				

NOTE: totalizer non-op for 4 days, normalized data for program self shut-down  
 NOTE: meter operation sporadic -- see 6.11 calculation sheet  
 NOTE: meter operation sporadic -- see 7.11 calculation sheet

NOTE: totalizer non-op for 14 hrs on 3/5, so additional 46,178 gal added



**PBHMD Well Status Report - September 2013**

<u>WELL</u>	<u>APPROX. FLOW</u>	<u>OPERATIONAL</u>	<u>COMMENTS</u>	<u>Well Levels</u>	
				<u>Month/year</u>	<u>feet water over pump</u>
Well #1 (A-1)	60 gpm	Yes	Well working fine	April '10	282
				Aug '10	175
				July '13	140 on 340 off
Well #2 (A-2)	70 gpm	Yes	Well working fine	July '13	150 on 275 off
Well #3 (A-3)	55 gpm	No	Not equipped -- needs to be upsized		
Well #4 (LFH-1)	30-40 gpm	No	Equipment not set for pumping with low water level -- could fail at any time Probably will suck too much air after a few days Well has not been used since September 2007 -- power turned off at PH #3		
Well #5 (LFH-2)	45 gpm	No	Well not approved for public water system use at this time Sucks air after several hours of pumping		
Well #6 (A-4)	75 gpm	Not Yet	Samples reveal methane gas in water, Engineer requested resampling which occurred 11/6/13		
Well #7 (LFH-3)	60 gpm	No	Well #7 no longer connected to power or VFD (which is being used for Well #6) Water has some 'fine air' which dissipates within 30 seconds		
Well #8 (A-5)	75 gpm	Yes	Well working fine	April '10	450
				July '12	178 on 425 off
				July '13	185 on 420 off
Well #9 (LFH-4)	125 gpm	Yes	Well working fine	April '10	450
				April '12	580
				July '12	178 on 425 off
				July '13	185 on 420 off
Well #10 (A-6)	55 gpm	Yes	Well working fine	April '10	687
				April '12	356
				July '12	224 on 380 off
				July '13	230 on 325 off
Well #11 (LFH-5)	100 gpm	Yes	Well working fine	April '10	757
				April '12	640
				July '12	278 on 380 off
				July '13	335 on 600 off
Interconnect	90-200 gpm	Yes	Interconnect pumps are working just fine		

# MONTHLY DISTRIBUTION REPORT

*Paint Brush Hills Metropolitan District -- PWSID #CO0221690*

November 2013	Meter Read 10/31/2013 (gal)	Meter Read 11/30/2013 (gal)	# Days Well 'ON' November	November Distribution (gal)	November Distribution (ac-ft)	YTD TOTAL Distribution (gal)	YTD TOTAL Distribution (ac-ft)
Well #1 (A-1)	95,463,900	95,482,200	1	18,300	0.06	9,863,600	30.27
Well #2 (A-2)	164,605,500	166,394,100	17	1,788,600	5.49	18,729,200	57.48
Well #3 (A-3)	99,976,880	99,976,880	0	0	0.00	0	0.00
Well #4 (LFH-1)	29,891,300	29,891,300	0	0	0.00	0	0.00
Well #5 (LFH-2)	11,664,500	11,664,500	0	0	0.00	700	0.00
Well #6 (A-4)	24,026,191	24,026,191	0	0	0.00	0	0.00
Well #7 (LFH-3)	1,319,390	1,319,390	0	0	0.00	101	0.00
Well #8 (A-5)	12,102,300	12,761,100	3	658,800	2.02	12,457,053	38.23
Well #9 (LFH-4)	54,158,600	55,040,300	3	881,700	2.71	10,064,500	30.89
Well #10 (A-6)	26,566,300	26,743,300	14	177,000	0.54	7,709,100	23.66
Well #11 (LFH-5)	88,173,300	88,477,900	5	304,600	0.93	10,027,530	30.78
MR Interconnect	81,658,100	81,814,700	2	156,600	0.48	2,457,900	7.54
Storage Tank Levels (ft)	15.0	15.0	n/a	0	0.00	508,920	1.56
<b>TOTAL PUMPING:</b>	<i>(Well &amp; Interconnect Usage)</i>			<b>3,985,600</b>	12.23	<b>71,309,684</b>	218.86
<b>TOTAL DISTRIBUTION:</b>	<i>(Distribution = Pumping +/- Storage)</i>			<b>3,985,600</b>	12.23	<b>71,818,604</b>	220.42

PUMPING TOTALS:	YTD TOTAL USAGE vs. APPROPRIATIONS TALLIES:
November Well Pumping: 3,985,600 gal	Annual Arapahoe (unappropriated): 30.27 ac/ft of 90.6 ac/ft
November Well Pumping: 12.23 ac/ft	Annual Arapahoe (appropriated): 119.37 ac/ft of 182.0 ac/ft
YTD TOTAL Well Pumping: 71,309,684 gal	Annual Laramie-Fox Hills (appropriated): 61.67 ac/ft of 388.0 ac/ft
YTD TOTAL Well Pumping: 218.86 ac/ft	Annual MR Interconnect Water: 7.54 ac/ft of 85.0 ac/ft
	<i>(Guthrie alluvial water via Meridian Ranch Water Service Agreement)</i>
	<b>Total Annual Available Water: 745.6 ac/ft</b>

NOTE: Storage tank levels started the year at 31.0 ft.  
Storage capacity approx. 44,910 gal/ft (with both tanks in operation).  
large tank approx. 29,910 gal/ft -- small tank approx. 15,000 gal/ft

# YTD DISTRIBUTION REPORT

**Paint Brush Hills Metropolitan District -- PWSID #CO0221690**

2013	JANUARY Pumping (gal)	FEBRUARY Pumping (gal)	MARCH Pumping (gal)	APRIL Pumping (gal)	MAY Pumping (gal)	JUNE Pumping (gal)	JULY Pumping (gal)	AUGUST Pumping (gal)	SEPTEMBER Pumping (gal)	OCTOBER Pumping (gal)	NOVEMBER Pumping (gal)	DECEMBER Pumping (gal)	YTD TOTAL Pumping (gal)
Well #1 (A-1)	763,400	623,400	1,907,000	881,500	2,183,900	1,552,100	1,290,900	568,400	74,700	0	18,300		9,863,600
Well #2 (A-2)	2,364,000	191,100	823,600	905,900	1,562,400	2,526,000	2,540,700	1,405,300	2,822,100	1,799,500	1,788,600		18,729,200
Well #3 (A-3)	0	0	0	0	0	0	0	0	0	0	0	0	0
Well #4 (LFH-1)	0	0	0	0	0	0	0	0	0	0	0	0	0
Well #5 (LFH-2)	700	0	0	0	0	0	0	0	0	0	0	0	700
Well #6 (A-4)	0	0	0	0	0	0	0	0	0	0	0	0	0
Well #7 (LFH-3)	0	101	0	0	0	0	0	0	0	0	0	0	101
Well #8 (A-5)	900	1,617,595	651,958	778,500	2,147,500	2,379,000	1,617,900	1,033,700	1,380,900	190,300	658,800		12,457,053
Well #9 (LFH-4)	1,200	0	721,800	560,000	663,100	2,611,400	2,154,900	1,633,300	374,300	462,800	881,700		10,064,500
Well #10 (A-6)	5,200	0	700	159,600	401,500	504,500	626,500	1,517,700	2,060,500	1,755,900	677,000		7,709,100
Well #11 (LFH-5)	388,580	207,598	52	2,600	763,900	2,456,600	2,007,100	1,595,400	1,477,300	823,800	304,600		10,027,530
MR Interconnect	162,600	153,000	257,000	243,500	292,700	392,700	94,500	238,500	294,800	172,000	156,600		2,457,900
Storage Tanks (ft)	299,400	59,880	-449,100	-59,820	-29,910	388,830	-209,370	-29,910	89,820	449,100	0		508,920
<b>Total Distribution:</b>	3,985,980	2,852,674	3,913,010	3,471,780	7,985,090	12,811,130	10,123,130	7,962,390	8,574,420	5,653,400	4,485,600		71,818,604

NOTE: Gray shading indicates that well is off-line.

\* Added 500,000gal to well 10 due to non-op flow meter in June

General Information for PBHMD's Wells:											
PBHMD Well #	Well #1	Well #2	Well #3	Well #4	Well #5	Well #6	Well #7	Well #8	Well #9	Well #10	Well #11
Aquifer	Araphoe	Araphoe	Araphoe	Laramie-Fox	Laramie-Fox	Araphoe	Laramie-Fox	Araphoe	Laramie-Fox	Araphoe	Laramie-Fox
PBHMD's ID	A-1	A-2	A-3	LFH-1	LFH-2	A-4	LFH-3	A-5	LFH-4	A-6	LFH-5
Well Permit #	17048-F	30593-F	46553-F	47813-F	50877-F	55193-F	55192-F	60862-F	63429-F	64086-F	64084-F

# MONTHLY METER READ DATA

**Paint Brush Hills Metropolitan District -- PWSID #CO0221690**

2013	Meter Read 12/31/2012 (gal)	Meter Read 1/31/2013 (gal)	Meter Read 2/28/2013 (gal)	Meter Read 3/31/2013 (gal)	Meter Read 4/30/2013 (gal)	Meter Read 5/31/2013 (gal)	Meter Read 6/30/2013 (gal)	Meter Read 7/31/2013 (gal)	Meter Read 8/31/2013 (gal)	Meter Read 9/30/2013 (gal)	Meter Read 10/31/2013 (gal)	Meter Read 11/30/2013 (gal)	Meter Read 12/31/13 (gal)
Well #1 (A-1)	85,618,600	86,382,000	87,005,400	88,912,400	89,793,900	91,977,800	93,529,900	94,820,800	95,389,200	95,463,900	95,463,900	95,482,200	
# Days ON	n/a	9	8	22	10	27	24	19	9	1	0	1	
Well #2 (A-2)	147,664,900	150,028,900	150,220,000	151,043,600	151,949,500	153,511,900	156,037,900	158,578,600	159,983,900	162,806,000	164,605,500	166,394,100	
# Days ON	n/a	23	2	10	9	18	28	29	15	29	17	16	
Well #3 (A-3)	99,976,880	99,976,880	99,976,880	99,976,880	99,976,880	99,976,880	99,976,880	99,976,880	99,976,880	99,976,880	99,976,880	99,976,880	
# Days ON	n/a	0	0	0	0	0	0	0	0	0	0	0	
Well #4 (LFH-1)	29,891,300	29,891,300	29,891,300	29,891,300	29,891,300	29,891,300	29,891,300	29,891,300	29,891,300	29,891,300	29,891,300	29,891,300	
# Days ON	n/a	0	0	0	0	0	0	0	0	0	0	0	
Well #5 (LFH-2)	11,663,800	11,664,500	11,664,500	11,664,500	11,664,500	11,664,500	11,664,500	11,664,500	11,664,500	11,664,500	11,664,500	11,664,500	
# Days ON	n/a	0	0	0	0	0	0	0	0	0	0	0	
Well #6 (A-4)	24,026,191	24,026,191	24,026,191	24,026,191	24,026,191	24,026,191	24,026,191	24,026,191	24,026,191	24,026,191	24,026,191	24,026,191	
# Days ON	n/a	0	0	0	0	0	0	0	0	0	0	0	
Well #7 (LFH-3)	1,319,289	1,319,289	1,319,390	1,319,390	1,319,390	1,319,390	1,319,390	1,319,390	1,319,390	1,319,390	1,319,390	1,319,390	
# Days ON	n/a	0	0	0	0	0	0	0	0	0	0	0	
Well #8 (A-5)	304,047	304,947	1,922,542	2,574,500	3,353,000	5,500,500	7,879,500	9,497,400	10,531,100	11,912,000	12,102,300	12,761,100	
# Days ON	n/a	1	10	6	8	22	22	14	12	12	3	7	
Well #9 (LFH-4)	44,975,800	44,977,000	44,977,000	45,698,800	46,258,800	46,921,900	49,533,300	51,688,200	53,321,500	53,695,800	54,158,600	55,040,300	
# Days ON	n/a	0	0	4	3	5	18	12	12	3	3	6	
Well #10 (A-6)	22,034,200	22,039,400	22,039,400	22,040,100	22,199,700	22,601,200	22,605,700	22,732,200	23,749,900	25,310,400	26,566,300	26,743,300	
# Days ON	n/a	1	0	0	2	6		4	14	19	14	3	
Well #11 (LFH-5)	78,450,370	78,838,950	79,046,548	79,046,600	79,049,200	79,813,100	82,269,700	84,276,800	85,872,200	87,349,500	88,173,300	88,477,900	
# Days ON	n/a	1	1	0	0	5	19	15	12	11	5	3	
MR Interconnect	80,571,100	80,733,700	80,886,700	81,143,700	80,172,900	80,465,600	80,858,300	80,952,800	81,191,300	81,486,100	81,658,100	81,814,700	
# Days ON	n/a	1	1	2	1	3	5	2	1	2	2	1	
Storage Tanks (ft)	31.0	21.0	19.0	29.0	31.0	32.0	19.0	26.0	27.0	25.0	15.0	15.0	

NOTE: 0.5 Mgal water storage tank was off-line in January & February 2013.

NOTE: 1.0 Mgal water storage taken was taken off-line in early April 2013.

NOTE: 1.0 Mgal water storage on-line as of Sept 2013

NOTE: 4/30/13 MR Interconnect Read was adjusted to the correct flowmeter reading.

## Monthly Distribution Totals (in gallons) for PBHMD for Yearly Comparison:

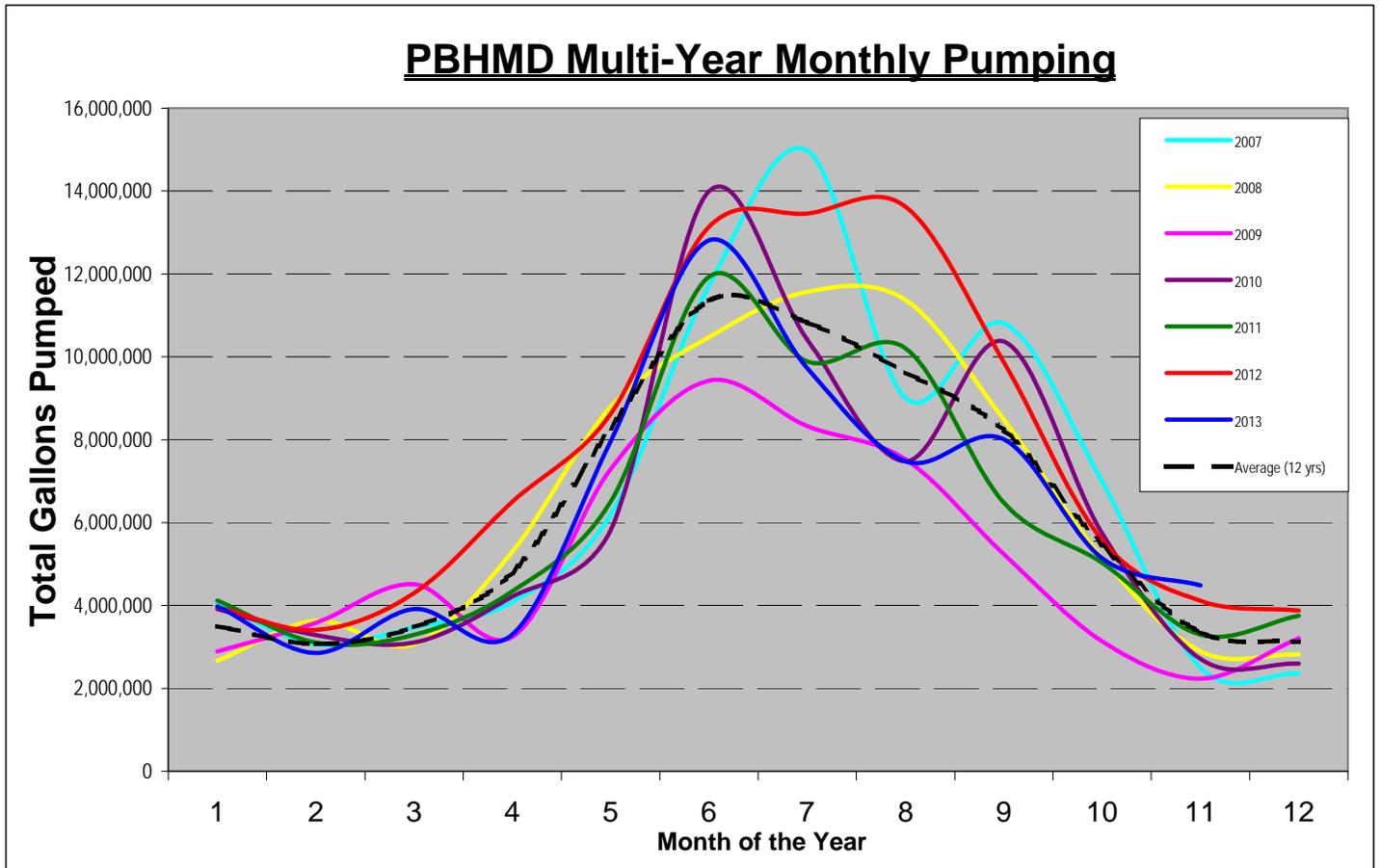
NOTES: Water pumped from the Meridian Ranch Interconnect was included from 2005 forward.

- = record distribution for month
- = highest and lowest historical months (includes record breaking high in July 2007)

YEAR:	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	Average
<b>MONTH:</b>													
January	3,037,700	4,599,809	2,035,054	2,796,989	3,923,210	4,074,288	2,660,652	2,893,173	3,915,001	4,120,554	3,958,477	3,981,300	3,499,684
February	2,042,515	3,083,636	2,774,015	2,853,215	3,160,490	3,061,381	3,628,804	3,581,570	3,282,820	3,104,340	3,413,525	2,852,674	3,069,915
March	2,515,482	4,264,053	3,374,575	2,980,660	2,892,455	3,470,617	3,066,080	4,512,660	3,107,474	3,288,115	4,296,923	3,912,380	3,473,456
April	5,899,947	4,701,190	3,955,799	3,946,359	8,029,643	4,080,757	5,295,051	3,240,151	4,219,505	4,341,041	6,503,553	3,298,140	4,792,595
May	9,737,644	9,432,900	9,336,104	8,508,738	11,153,278	6,192,122	8,797,450	7,292,827	5,821,752	6,507,255	8,628,004	7,964,820	8,281,075
June	12,575,351	7,446,620	8,985,243	10,632,692	13,167,769	11,714,135	10,474,426	9,426,593	13,993,541	11,930,894	13,133,858	12,811,130	11,357,688
July	10,350,112	13,329,591	6,441,607	12,647,081	8,807,046	14,982,714	11,571,840	8,328,430	10,415,987	9,892,038	13,453,776	9,727,500	10,828,977
August	13,182,494	11,416,711	6,135,250	8,758,863	9,359,848	9,003,776	11,372,075	7,522,766	7,475,977	10,200,310	13,614,907	7,477,300	9,626,690
September	7,423,228	6,615,088	9,590,502	10,777,685	5,162,126	10,807,434	8,485,059	5,236,884	10,371,727	6,479,865	9,867,368	8,014,600	8,235,964
October	4,909,168	7,579,223	5,868,651	6,066,403	4,195,270	6,992,577	5,147,114	3,134,196	5,741,075	5,031,435	5,570,803	5,143,500	5,448,285
November	2,644,106	3,336,219	2,868,332	5,608,728	3,516,186	2,495,577	2,894,937	2,233,917	2,704,742	3,290,252	4,112,477	4,485,600	3,349,256
December	2,815,689	3,123,835	3,301,643	3,422,020	3,048,170	2,357,129	2,816,928	3,208,084	2,598,946	3,752,396	3,879,285		3,120,375
<b>TOTALS:</b>	<b>77,133,436</b>	<b>78,928,875</b>	<b>64,666,775</b>	<b>78,999,433</b>	<b>76,415,491</b>	<b>79,232,507</b>	<b>76,210,416</b>	<b>60,611,251</b>	<b>73,648,547</b>	<b>71,938,495</b>	<b>90,432,956</b>	<b>69,668,944</b>	<b>74,823,927</b>

December (prior year), January, February & March

BASE USE      3,690,797   2,826,870   2,983,127   3,349,544   3,413,614   2,928,166   3,451,083   3,378,345   3,277,989   3,855,330   3,656,410   3,346,479



## RECORD OF PROCEEDINGS

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### MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE PAINT BRUSH HILLS METROPOLITAN DISTRICT HELD NOVEMBER 7, 2013

A special meeting of the Board of Directors (referred to hereafter as “Board”) of the Paint Brush Hills Metropolitan District (referred to hereafter as “District”) was held on Thursday, the 7<sup>th</sup> day of November, 2013, at 6:30 p.m. at the Paint Brush Hills Metropolitan District Office, 9830 Liberty Grove Drive, Falcon, Colorado 80831. The meeting was open to the public.

#### ATTENDANCE

#### Directors In Attendance Were:

Kim Griffin, President  
Calvin Pollard  
Doug Burrer  
Floyd Roberts (for a portion of the meeting)  
John Bruszenski

#### Also In Attendance Were:

Leon Gomes; Special District Management Services, Inc.

Jennifer Gruber Tanaka, Esq. and Brent Butzin, Esq.; White Bear & Ankele, P.C.

P.J. Anderson; 699 Properties LA, LLC

See attached sign-in sheet for additional attendees.

#### DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

**Disclosure of Potential Conflicts of Interest:** The Board discussed the requirements pursuant to the Colorado Revised Statutes to disclose any potential conflicts of interest or potential breaches of fiduciary duty to the Board of Directors and to the Secretary of State. Mr. Gomes noted that disclosure statements were filed for applicable Directors at least 72 hours prior to the meeting. Mr. Gomes also noted that a quorum was present and requested members of the Board to disclose any potential conflicts of interest with regard to any matters scheduled for discussion at this meeting, and incorporated for the record those applicable disclosures made by the Board members prior to this meeting in accordance with statute.

## RECORD OF PROCEEDINGS

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### ADMINISTRATIVE MATTERS

**Agenda:** Mr. Gomes reviewed with the Board a proposed Agenda for the District's special meeting.

Following discussion, upon motion duly made by Director Bruszenski, seconded by Director Pollard and, upon vote, unanimously carried, the Agenda was approved.

### Resolution Establishing Regular Meeting Date, Time and Location/Designating the Locations for 24-Hour and 72-Hour Notices and

**Agenda:** The Board entered into discussion regarding the Resolution Establishing Regular Meeting Date, Time and Location/Designating the Locations for 24-Hour and 72-Hour Notices and Agenda.

Following discussion, upon motion duly made by Director Bruszenski, seconded by Director Pollard and, upon vote, unanimously carried, the Board adopted the Resolution Establishing Regular Meeting Date, Time and Location/Designating the Locations for 24-Hour and 72-Hour Notices and Agenda which is attached hereto and incorporated herein by this reference.

**Public Comments:** Resident Becky Bonilla asked why the Board was rescheduling its next Board meeting. Ms. Bonilla also questioned the Board's authority to raise the base fee billing rate. She requested that the District post its Service Plan on the District's website and also asked questions about the District's auditor. Mr. Gomes addressed each of these questions.

### FINANCIAL MATTERS

**2014 Draft Budget:** The Board reviewed and discussed the 2014 draft Budget. The Board confirmed the public hearing to consider adoption of the 2014 Budget was to be held on Thursday, November 21, 2013 at 7:00 p.m. at the regular meeting location.

### LEGAL MATTERS

**Engagement of White, Bear and Ankele, P.C.:** The Board considered the engagement of White, Bear and Ankele, P.C. as the District's general legal counsel.

Following discussion, upon motion duly made by Director Pollard, seconded by Director Burrer and, upon vote, unanimously carried, the Board approved the engagement of White, Bear and Ankele, P.C. as the District's general legal counsel.

**Termination of Forbush Legal Offices, P.C.:** The Board discussed the termination of Forbush Legal Offices, P.C. as the District's counsel.

## RECORD OF PROCEEDINGS

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Following discussion, upon motion duly made by Director Pollard, seconded by Director Burrer and, upon vote, unanimously carried, the Board approved the termination of Forbush Legal Offices, P.C. and directed Mr. Gomes to advise Mr. Hrbacek of the termination and directed Attorney Tanaka to provide formal written notice of the same. The Board thanked Mr. Hrbacek and his firm for their work on the District.

**Presentation on Possible Water Sources:** Mr. Anderson gave his presentation to the Board on possible water sources including the Bar X pipeline and Cherokee Metropolitan District. He discussed with the Board the proposed Falcon Regional Water Development Authority project, with a potential start date around the summer of 2015. He noted that revenue pledges will be based on new development in the area.

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### **ADJOURNMENT**

There being no further business to come before the Board at this time, upon motion duly made by Director Burrer, seconded by Director Pollard and upon vote, unanimously carried, the meeting was adjourned.

Respectfully submitted,

By \_\_\_\_\_  
Secretary for the Meeting

## RECORD OF PROCEEDINGS

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THESE MINUTES ARE APPROVED AS THE OFFICIAL NOVEMBER 7, 2013 MINUTES OF THE PAINT BRUSH HILLS METROPOLITAN DISTRICT BY THE BOARD OF DIRECTORS SIGNING BELOW:

\_\_\_\_\_  
Kim Griffin

\_\_\_\_\_  
Calvin Pollard

\_\_\_\_\_  
Doug Burrer

\_\_\_\_\_  
Floyd Roberts

\_\_\_\_\_  
John Bruszenski



RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
PAINT BRUSH HILLS METROPOLITAN DISTRICT

ESTABLISHING REGULAR MEETING DATES,  
TIME AND LOCATION, AND DESIGNATING LOCATIONS  
FOR POSTING OF 72-HOUR AND 24-HOUR NOTICES

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WHEREAS, the Paint Brush Hills Metropolitan District (the "District") was duly organized and validly exists pursuant to and in accordance with the Special District Act, §§ 32-1-101, et seq., C.R.S.; and

WHEREAS, pursuant to §32-1-903, C.R.S., the District is required to designate a schedule for regular meetings, indicating the dates, time and location of said meetings; and

WHEREAS, pursuant to § 24-6-402 (2)(c), C.R.S., the District is required to designate annually at the District's Board of Directors' (the "Board") first regular meeting of each calendar year, the place at which notice will be posted at least 24 hours prior to each meeting; and

WHEREAS, pursuant to §32-1-903, C.R.S., the District is required to post notices of regular and special meetings at three public places within the District and at the office of the County Clerk and Recorder at least three days prior to said meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE PAINT BRUSH HILLS METROPOLITAN DISTRICT AS FOLLOWS:

1. The regular meeting schedule of the District shall be as follows:

The third Thursday of each month at 7:00 p.m. at the offices of the District, 9830 Liberty Grove Drive, Falcon, Colorado, 80831.

2. Notices of meetings of the Board shall be posted within the boundaries of the District at least 24 hours prior to each meeting at the following location:

9830 Liberty Grove Drive, Falcon, Colorado, 80831

3. Notices of regular and special meetings required to be posted at three public places within the District and at the office of the County Clerk and Recorder at least 72 hours prior to said meeting shall be made at the following locations:

- At 9830 Liberty Grove Drive, Falcon, Colorado, 80831
- At the District's water tanks located at 11011 Londonderry Drive
- At North Manchester Park located at 11505 Allendale Drive

4. Theresa Jameson, the District's Customer Service Manager, is hereby appointed to post the above-referenced notices.

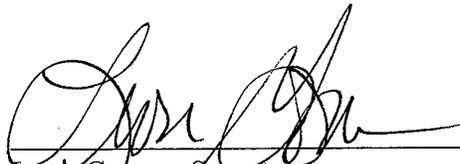
*[Signatures on following page]*

ADOPTED AND APPROVED this 7<sup>th</sup> day of November, 2013.

**PAINT BRUSH HILLS METROPOLITAN  
DISTRICT**

  
\_\_\_\_\_  
Kim Griffin, President

ATTEST:

  
\_\_\_\_\_  
Leon Gomes, Secretary

## RECORD OF PROCEEDINGS

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### MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE PAINT BRUSH HILLS METROPOLITAN DISTRICT HELD NOVEMBER 21, 2013

A regular meeting of the Board of Directors (referred to hereafter as “Board”) of the Paint Brush Hills Metropolitan District (referred to hereafter as “District”) was held on Thursday, the 21<sup>st</sup> day of November, 2013, at 7:00 p.m. at the Paint Brush Hills Metropolitan District Office, 9830 Liberty Grove Drive, Falcon, Colorado 80831. The meeting was open to the public.

#### ATTENDANCE

#### Directors In Attendance Were:

Kim Griffin, President  
Calvin Pollard  
Doug Burrer  
Floyd Roberts  
John Bruszenski

#### Also In Attendance Were:

Leon Gomes; Special District Management Services, Inc.

Brent E. Butzin, Esq.; White Bear & Ankele, P.C.

See attached sign-in sheet for additional attendees.

#### DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

Disclosure of Potential Conflicts of Interest: The Board discussed the requirements pursuant to the Colorado Revised Statutes to disclose any potential conflicts of interest or potential breaches of fiduciary duty to the Board of Directors and to the Secretary of State. Mr. Gomes noted that disclosure statements were filed for applicable Directors at least 72 hours prior to the meeting. Mr. Gomes also noted that a quorum was present and requested members of the Board to disclose any potential conflicts of interest with regard to any matters scheduled for discussion at this meeting, and incorporated for the record those applicable disclosures made by the Board members prior to this meeting in accordance with statute.

#### ADMINISTRATIVE MATTERS

Agenda: Mr. Gomes reviewed with the Board a proposed Agenda for the District’s regular meeting.

## RECORD OF PROCEEDINGS

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Following discussion, upon motion duly made by Director Burrer, seconded by Director Roberts and, upon vote, unanimously carried, the Agenda was approved.

**Ratification of All Actions Taken by the Board of Directors Starting January 1, 2013 - Present:** The Board entered into discussion regarding the need to ratify all actions taken by the Board of Directors starting January 1, 2013 through the present, as reflected in the Minutes of each meeting, due to a lack of proper notice for the meetings that took place during that time.

Following discussion, upon motion duly made by Director Bruszenski, seconded by Director Roberts and, upon vote, unanimously carried, the Board ratified all actions taken by the Board of Directors starting January 1, 2013 through the present, as reflected in the Minutes of each meeting.

**Public Comments:** There were no public comments.

**Cancellation of December 19, 2013 Meeting and Rescheduled Meeting on December 12, 2013:** The Board entered into discussion regarding the need to cancel the regular meeting scheduled on December 19, 2013 and considered scheduling a special meeting on December 12, 2013 at the regular meeting time and location.

Following discussion, the Board cancelled the December 19, 2013 regular meeting and scheduled a special meeting on December 12, 2013 at the regular meeting time and location.

**Request for Bill Adjustment:** The Board considered a request from resident Scott Doyle for an adjustment to his water bill.

Following discussion, upon motion duly made by Director Bruszenski, seconded by Director Pollard and, upon vote, unanimously carried, the Board determined to adjust Mr. Doyle's water bill to be billed at a Tier 1 rate.

### **CONSENT AGENDA**

**Consent Agenda:** The Board considered the following actions:

- Acknowledge Manager's Report
- Acknowledge Staff Report
- Acknowledge Billing Report
- Acknowledge Operations Report

## RECORD OF PROCEEDINGS

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Following discussion, upon motion duly made by Director Burrer, seconded by Director Roberts and, upon vote, unanimously carried, the Board approved the consent agenda.

### FINANCIAL MATTERS

**Claims:** The Board considered approval of the payment of claims for the period ending November 7, 2013, as follows:

General Fund	\$	17,230.20
Debt Service Fund	\$	-0-
Enterprise Fund	\$	<u>38,196.96</u>
<b>Total Claims:</b>	<b>\$</b>	<b><u>55,427.16</u></b>

Following review and discussion, upon motion duly made by Director Roberts, seconded by Director Bruszenski and, upon vote, unanimously carried, the Board approved the payment of claims for the period ending November 7, 2013, as presented.

**Financial Statements:** Mr. Gomes reviewed with the Board the unaudited financial statements for the period ending October 31, 2013.

Following review and discussion, upon motion duly made by Director Bruszenski, seconded by Director Roberts and, upon vote, unanimously carried, the Board accepted the unaudited financial statements for the period ending October 31, 2013, as presented.

**2013 Audit:** The Board reviewed the engagement letter from Osborne, Parsons & Rosacker, LLP to perform the 2013 Audit.

Following discussion, upon motion duly made by Director Burrer, seconded by Director Roberts and, upon vote, unanimously carried, the Board approved the engagement of Osborne, Parsons & Rosacker, LLP to perform the 2013 Audit, for an amount not to exceed \$5,200.

**2013 Budget Amendment Hearing:** The President opened the public hearing to consider the Resolution to Amend the 2013 Budget and discuss related issues.

It was noted that publication of Notice stating that the Board would consider adoption of a Resolution to Amend the 2013 Budget and the date, time and place of the public hearing was made in a newspaper having general circulation within the District. No written objections were received prior to this public hearing. There were no comments from the public in attendance and the public hearing was closed.

## RECORD OF PROCEEDINGS

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Following review and discussion, the Board determined that a 2013 Budget Amendment was not needed.

**2014 Budget Hearing:** The President opened the public hearing to consider the proposed 2014 Budget and discuss related issues.

It was noted that publication of Notice stating that the Board would consider adoption of the 2014 Budget and the date, time and place of the public hearing was made in a newspaper having general circulation within the District. No written objections were received prior to this public hearing.

No public comments were received and the public hearing was closed.

Mr. Gomes reviewed the estimated 2013 expenditures and the proposed 2014 expenditures.

Following discussion, the Board considered the adoption of the Resolutions to Adopt the 2014 Budget and Appropriate Sums of Money and Set Mill Levies (for the General Fund at 22.107 mills and the Debt Service Fund at 0.000 mills, for a total mill levy of 22.107 mills). Upon motion duly made by Director Burrer, seconded by Director Roberts and, upon vote, unanimously carried, the Resolutions were adopted, as discussed, and execution of the Certification of Budget and Certification of Mill Levies was authorized, subject to receipt of final Certification of Assessed Valuation from the County on or before December 10, 2013. Mr. Gomes was authorized to transmit the Certification of Mill Levies to the Board of County Commissioners of El Paso County and the Division of Local Government, not later than December 15, 2013. Mr. Gomes was also authorized to transmit the Certification of Budget to the Division of Local Government not later than January 30, 2014. Copies of the adopted Resolutions are attached to these minutes and incorporated herein by this reference.

**DLG-70 Mill Levy Certification Form:** The Board considered authorizing Special District Management Services, Inc. ("SDMS") to prepare and sign the DLG-70 Mill Levy Certification form for certification to the Board of County Commissioners and other interested parties.

Following discussion, upon motion duly made by Director Roberts, seconded by Director Bruszenski and, upon vote, unanimously carried, the Board authorized SDMS to prepare and sign the DLG-70 Mill Levy Certification form for certification to the Board of County Commissioners and other interested parties.

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## RECORD OF PROCEEDINGS

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### LEGAL MATTERS

**Resolution No. 2013-11-03, 2014 Annual Administrative Resolution and 2014 Regular Meeting Dates:** The Board entered into discussion regarding Resolution No. 2013-11-03, the 2014 Annual Administrative Resolution and discussed the 2014 regular meeting dates.

Following discussion, upon motion duly made by Director Bruszenski, seconded by Director Roberts and, upon vote, unanimously carried, the Board adopted Resolution No. 2013-11-03, the 2014 Annual Administrative Resolution and set the 2014 regular meeting dates for the third Thursday of every month at 7:00 p.m. at the Paint Brush Hills Metropolitan District Office, 9830 Liberty Grove Drive, Falcon, Colorado 80831. A copy of the adopted Resolution is attached hereto and incorporated herein by this reference.

**Resolution No. 2013-11-04, Calling May 6, 2014 Election:** The Board discussed the upcoming election and Resolution No. 2013-11-04 regarding the Regular Special District Election on May 6, 2014.

Following discussion, upon motion duly made by Director Roberts, seconded by Director Burrer and, upon vote, unanimously carried, the Board adopted Resolution No. 2013-11-04 regarding the Regular Special District Election on May 6, 2014 and appointed Leon Gomes as the Designated Election Official and authorized him to perform all tasks required for the May 6, 2014 Regular Election of the Board of Directors for the conduct of a mail ballot election. A copy of the adopted Resolution is attached hereto and incorporated herein by this reference.

**Public Records Policy:** Mr. Gomes reviewed with the Board the District's Public Records Policy, noting the policy sets forth the procedure regarding open records requests.

Following discussion, upon motion duly made by Director Burrer, seconded by Director Bruszenski and, upon vote, unanimously carried, the Board adopted the Public Records Policy which is attached hereto and incorporated herein by this reference.

**Resolution No. 2013-11-05, Providing for the Defense and Indemnification of Directors and Employees of the District:** The Board reviewed Resolution No. 2013-11-05, Providing for the Defense and Indemnification of Directors and Employees of the District.

Following discussion, upon motion duly made by Director Bruszenski, seconded by Director Roberts and, upon vote, unanimously carried, the Board adopted Resolution No. 2013-11-05, Providing for the Defense and Indemnification of

## RECORD OF PROCEEDINGS

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Directors and Employees of the District. A copy of the adopted Resolution is attached hereto and incorporated herein by this reference.

**Resolution No. 2013-11-06 to Certify Delinquent Accounts to County Treasurer:** The Board entered into discussion regarding Resolution No. 2013-11-06 to Certify Delinquent Accounts to County Treasurer. It was noted that notice was sent to each of the property owners regarding the meeting and consideration of the certification. As of the date and time of the meeting, the accounts remain unpaid.

Following discussion, upon motion duly made by Director Roberts, seconded by Director Burrer and, upon vote, unanimously carried, the Board adopted Resolution No. 2013-11-06 to Certify Delinquent Accounts to County Treasurer.

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### **OTHER BUSINESS**

**2013 Water Supply Report:** The Board reviewed the 2013 Water Supply Report prepared by JDS-Hydro Consultants, Inc.

Following review, upon motion duly made by Director Bruszenski, seconded by Director Roberts and, upon vote, unanimously carried, the Board accepted the 2013 Water Supply Report prepared by JDS-Hydro Consultants, Inc.

**§32-1-809, C.R.S. Reporting Requirements, Mode of Eligible Elector Notification for 2014:** The Board discussed §32-1-809, C.R.S. reporting requirements and mode of eligible elector notification for 2014.

Following discussion, the Board directed SDMS staff to post the required transparency notice information on the Special District Association's website and the District's website.

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### **ADJOURNMENT**

There being no further business to come before the Board at this time, upon motion duly made by Director Bruszenski, seconded by Director Roberts and upon vote, unanimously carried, the meeting was adjourned.

Respectfully submitted,

By \_\_\_\_\_  
Secretary for the Meeting

## RECORD OF PROCEEDINGS

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THESE MINUTES ARE APPROVED AS THE OFFICIAL NOVEMBER 21, 2013 MINUTES OF THE PAINT BRUSH HILLS METROPOLITAN DISTRICT BY THE BOARD OF DIRECTORS SIGNING BELOW:

\_\_\_\_\_  
Kim Griffin

\_\_\_\_\_  
Calvin Pollard

\_\_\_\_\_  
Doug Burrer

\_\_\_\_\_  
Floyd Roberts

\_\_\_\_\_  
John Bruszenski



# PAINT BRUSH HILLS METROPOLITAN DISTRICT

## Administrative Offices

141 Union Boulevard, Suite 150  
Lakewood, Colorado 80228-1898  
Tel: 303-987-0835 800-741-3254  
Fax: 303-987-2032

## MANAGER'S REPORT

November 21, 2013 Regular Meeting

### Agenda Matters Background & Recommendations

#### I. ADMINISTRATIVE MATTERS

- C. Ratification of all actions taken by the Board of Directors starting January 1, 2013 – present.

**Background:** This action is being requested to ratify all of the actions taken by the Board from January 1, 2013 to date. This was recommended by Legal Counsel due to the District's three Meeting Notice and Agenda posting locations not being within the District.

**Recommended Board Action:** A motion to ratify all previous actions by the Board at its meetings held during the period beginning January 1, 2013 through November 7, 2013 inclusive, as reflected in the District's minutes.

- E. Discuss possible cancellation of the regular meeting on December 19, 2013 and consider scheduling a special meeting on December 12, 2013 at the regular meeting time and location.

*I am proposing the cancellation of the December 19, 2013 Regular Meeting and scheduling a Special Meeting on December 12, 2013 at 7:00 PM. This will move the Board Meeting a bit further away from Christmas Day along with the added bonus of Jennifer Tanaka being able to attend the proposed Special Meeting in person.*

- F. Discuss request from resident Scott Doyle for an adjustment to his water bill (enclosure).

**Background:** SDMS received a request for an unspecified billing adjustment from District customer Scott Doyle to his August 2013 usage (a copy of his email was included in your E-Packet for this meeting). He made his request based on increased usage due to a sudden water leak while he was away from his residence. The Board may consider an adjustment to his bill due to the circumstances. I am proposing the Usage Tier adjustment in the chart below. This would result in all the water usage to be billed to Mr. Doyle in Tier 1 resulting in a \$22.00 credit.

<b>Doyle, Scott - September 2013 Proposed Adjustment</b>			
<u>Billing Tiers</u>	<u>Usage</u>	<u>Rate</u>	<u>Amount</u>
Usage Billed at Tier 1	20000	0.005	\$ 100.00
Usage Billed at Tier 2	8800	0.0075	\$ 66.00
Total Usage Billed	28800		\$ 166.00
Total Usage at Tier 1	28800	0.005	\$ 144.00
<b>Proposed Adjustment/Refund</b>			<b>\$ 22.00</b>

## II. FINANCIAL MATTERS

- C. Consider engagement of Osborne, Parsons & Rosacker, LLP to perform the 2013 Audit for an amount not to exceed \$5,200 (enclosure).

**Background:** The Board directed me to obtain a proposal from Osborne, Parsons & Rosacker (OPR) for the 2013 Audit. OPR provided a proposal to perform the 2013 Audit at a cost not to exceed \$5,200.

**Recommended Board Action:** Engage Osborne, Parsons & Rosacker to perform the 2013 Audit and authorize the District Treasurer to execute the Engagement Letter on behalf of the District.

- D. Conduct Public Hearing (if necessary) to consider Amendment to 2013 Budget and adoption of Resolution to Amend the 2013 Budget and Appropriate Expenditures.

*We are not yet certain that an Amendment to the 2013 Budget will be necessary.*

- E. Conduct Public Hearing on the proposed 2014 Budget and consider adoption of Resolutions to Adopt the 2014 Budget and Appropriate Sums of Money and Set Mill Levies (for General Fund \_\_\_\_\_, Debt Service Fund \_\_\_\_\_ and Other Fund(s) \_\_\_\_\_ for a total mill levy of \_\_\_\_\_) (enclosures – preliminary assessed valuation and resolutions; draft 2014 Budget – to be distributed).

**Background:** The proposed 2014 Budget was made available on or before October 15, 2013. The Board will hold a Public Hearing to allow public comment on the proposed budget. The Final Budget may be adopted as presented or as modified by Board during this meeting.

**Recommended Board Action:** Adopt the Resolution to Adopt the 2014 Budget and Appropriate Sums of Money and Set Mill Levies subject to receipt of the final Certification of Assessed Valuation from the County Assessor, and execution of the Certification of Budget and Certification of Mill Levies, and the District Manager to transmit the Certification of Mill Levies to the Board of County Commissioners and the Division of Local Government and to transmit the Certification of Budget to the Division of Local Government.

- F. Consider authorizing the District Accountant to prepare and sign the DLG-70 Mill Levy Certification form for certification to the Board of County Commissioners and other interested parties.

**Background:** The DLG-70 Mill Levy Certification form must be filed with Board of County Commissioners and the County Treasurer by December 15, 2013. SDMS will prepare the certification and the District Accountant will sign it if authorized by the Board. This action will streamline the process of getting the certification completed.

**Recommend Board Action:** Authorize Special District Management Services, Inc. to prepare and sign the DLG-70 Mill Levy Certification form for certification to the Board of

County Commissioners and other interested parties.

### III. LEGAL MATTERS

*The resolutions and policy referenced in the matters under this section were distributed to the Directors by Ms. Tanaka under separate cover. She also provided you with each of their respective purposes and benefits to the District in the email to which they were attached.*

- A. Consider adoption of 2014 Annual Administrative Resolution (to be distributed). Discuss 2014 regular meeting dates. (Resolution 2013-11- 02)

**Recommended Board Action:** Adopt Resolution 2013-11-02 regarding 2014 Annual Administrative Resolution.

- B. Consider Approval of Resolution Calling May 6, 2014 Election (to be distributed). Self-Nomination forms are due by February 28, 2014. (Resolution 2013-11- 03)

**Recommended Board Action:** Adopt Resolution 2013-11-03 to Call the May 6, 2014 Election and appoint Leon Gomes as the Designated Election Official and authorize him to perform all tasks required for the May 6, 2014 Regular Election of the Board of Directors for the conducting of a polling place election.

- C. Consider adoption of Public Records Policy (to be distributed).

**Recommended Board Action:** Adopt Public Records Policy as presented by Legal Counsel.

- D. Consider adoption of Resolution Providing for Indemnification of Directors and Employees of the District (to be distributed). (Resolution 2013-11- 04)

**Recommended Board Action:** Adopt Resolution 2013-11-04 Providing for Indemnification of Directors and Employees of the District.

- E. Consider adoption of Resolution to Certify Delinquent Accounts to County Treasurer (to be distributed). (Resolution 2013-11- 05)

**Background:** There are two potential property owner accounts to be certified to the County Treasurer for the collection of delinquent water and sewer fees. The property owners may appear at this meeting to make arrangements with the Board to resolve the unpaid balances and prevent this certification.

**Recommended Board Action:** (If necessary) Adopt Resolution 2013-11- 05 to Certify Delinquent Accounts to County Treasurer.

**IV. OTHER BUSINESS**

- A. Discuss and consider approval of 2013 Water Supply Report prepared by JDS-Hydro Consultants, Inc. (enclosure).

**Background:** The final version of the 2013 Water Supply Report prepared by the District Engineer, JDS-Hydro Consultants, Inc., was distributed to the Directors at the November 7, 2013 Special Meeting. This action is to accept this report.

**Recommended Board Action:** Accept the 2013 Water Supply Report prepared by JDS-Hydro Consultants, Inc.

- B. Discuss §32-1-809, C.R.S. reporting requirements and mode of eligible elector notification for 2014.

**Background:** The Notice to Electors (Transparency Notice) must be filed and distributed to all eligible electors of the District, the County Clerk & Recorder, and the Division of Local Government no more than 60 days before and not later than January 15, 2014. The Notice may be placed on the District web site, the SDA web site, or mailed to all eligible electors.

**Recommended Board Action:** Direct Special District Management Services, Inc. to draft and record the 2014 Notice to Electors.

Respectfully submitted,



Leon Gomes  
District Manager for the Paint Brush Hills Metropolitan District

## PBHMD Staff Update:

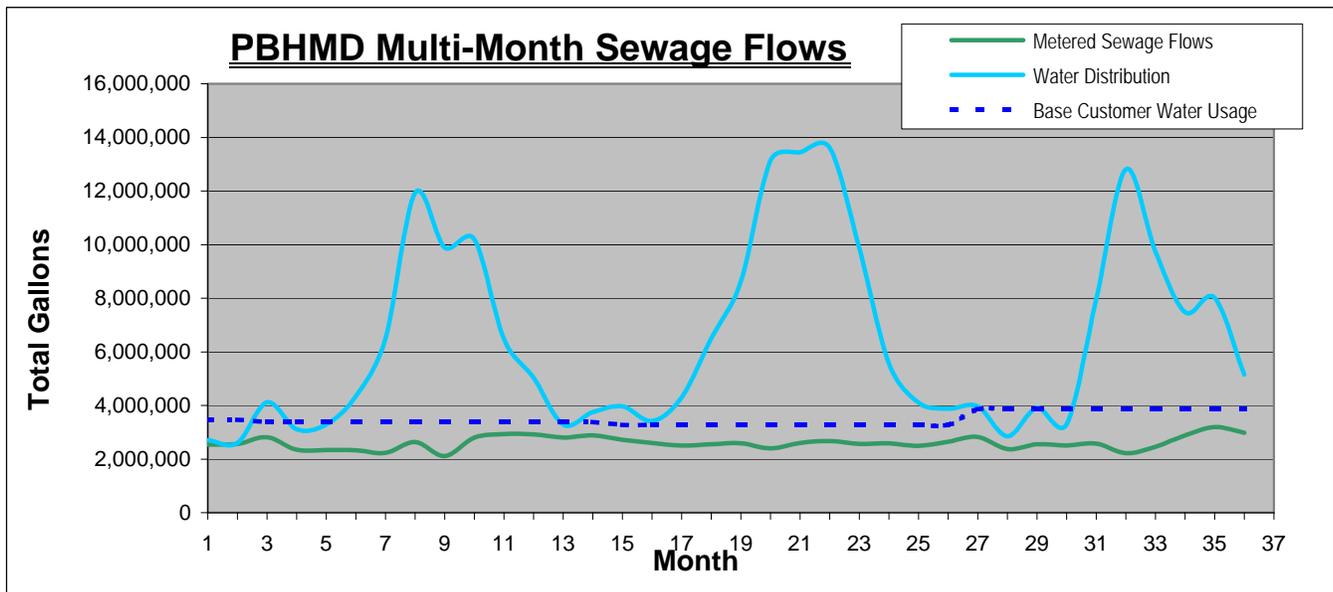
1. Knepper continues to work on a District-wide utilities map which notes the locations of the District's facilities, valves, lines, hydrants, and manholes.
2. Knepper completed the PBHMD Public Water System Monitoring Plan for CDPHE.
3. Smith continues to update the District's curb stop database with information he collected during inspections.
4. The Skid Steer's radiator has been fixed.
5. Knepper finalized a valve exercising program and a hydrant flushing program. Smith has started the valve exercising program while Lindt has started the hydrant flushing program.
6. The District's three Fleet cards have been received from Farmers State Bank and staff has begun utilizing them.
7. Three customers were contacted due to broken metering equipment. Jameson drafted and SDMS approved a notice for current and future customers whose meters have stopped working. Written notices were sent. Knepper/Lindt repaired all affected meters.
8. Lindt responded to and fixed a water meter leak at 9064 Rockingham Drive.
9. Smith submitted the required documents to the SDA Pool for reimbursement of safety equipment.
10. Knepper attended Small System Documentation class.
11. Jameson and Gomes reviewed files pertaining to District Tap Fee administration.
12. Knepper, Lindt and Jameson are reviewing PBHMD's Rules and Regulations.
13. Knepper, with assistance from Jameson, met with a representative from T. Charles Wilson Insurance Service to complete a site visit of the District and determine the values of District property.
14. Lindt built and installed two District bulletin boards at North Manchester Park and Drayton Green Park.
15. Analytical testing of Well #6's ordor has been performed and the samples delivered to the laboratory in Denver.
16. Well #6's Bacteriological tests passed.
17. District irrigation meters were tested. It was discovered that North Manchester Park was being billed for 10 times its actual usage.
18. Peyton Fire Protection District donated five used hoses to PBHMD. Lindt has been using the hoses to water North Manchester Park and Drayton Green Park.
19. Lindt repaired the fencing by Pumphouse #1.
20. Lindt repaired and painted the inside walls of Pumphouse #2.
21. On November 8, District staff responded to an 11:00 a.m. report of a water break at 11435 Allendale Drive. Repairs were made and water restored at approximately 5:00 p.m.
22. Staff sent a special notice to PBHMD residents that routine maintenance of its water distribution system would occur November 14, 2013 at 6:00 p.m.
23. On November 14<sup>th</sup>, staff successfully replaced the pressure assembly that regulates the District's booster pumps with no disruption in service.

# PBHMD 3 Year Sewage Meter Flow Data Summary

Month/Year	Total Flow (gal)	# days/month	Average MGD/Day	Monthly Water Distribution	Base Water Usage
NOV '10	2,543,000	30	0.085	2,704,742	3,468,635
DEC '10	2,561,000	31	0.083	2,598,946	3,468,635
JAN '11	2,813,000	31	0.091	4,120,554	3,378,345
FEB '11	2,349,000	28	0.084	3,104,340	3,378,345
MAR '11	2,344,000	31	0.076	3,288,115	3,378,345
APRIL '11	2,321,000	30	0.077	4,341,041	3,378,345
MAY '11	2,228,000	31	0.083	6,507,255	3,378,345
JUNE '11	2,635,157	30	0.088	11,930,894	3,378,345
JULY '11	2,113,044	31	0.068	9,892,038	3,378,345
AUG '11	2,805,000	31	0.090	10,200,310	3,378,345
SEPT '11	2,931,000	30	0.098	6,479,865	3,378,345
OCT '11	2,920,000	31	0.094	5,031,435	3,378,345
NOV '11	2,799,000	30	0.093	3,290,252	3,378,345
DEC '11	2,881,000	31	0.093	3,752,396	3,378,345
JAN '12	2,722,000	31	0.088	3,958,477	3,277,989
FEB '12	2,600,000	29	0.090	3,413,525	3,277,989
MAR '12	2,500,178	31	0.081	4,296,923	3,277,989
APRIL '12	2,552,000	30	0.085	6,503,553	3,277,989
MAY '12	2,588,000	31	0.083	8,628,004	3,277,989
JUNE '12	2,401,000	30	0.080	13,133,858	3,277,989
JULY '12	2,595,000	31	0.084	13,453,776	3,277,989
AUG '12	2,672,000	31	0.086	13,614,907	3,277,989
SEPT '12	2,562,000	30	0.085	9,867,368	3,277,989
OCT '12	2,588,000	31	0.083	5,570,803	3,277,989
NOV '12	2,492,000	30	0.083	4,112,477	3,277,989
DEC '12	2,650,000	30	0.088	3,879,285	3,277,989
JAN '13	2,824,000	31	0.091	3,958,477	3,855,330
FEB '13	2,370,000	28	0.085	2,852,674	3,855,330
MAR '13	2,557,000	31	0.082	3,912,380	3,855,330
APRIL '13	2,506,000	30	0.084	3,298,140	3,855,330
MAY '13	2,575,000	31	0.083	7,964,820	3,855,330
JUNE '13	2,216,000	30	0.074	12,811,130	3,855,330
JULY '13	2,457,000	31	0.079	9,727,500	3,855,330
AUG '13	2,881,000	31	0.093	7,477,300	3,855,330
SEPT '13	3,192,000	30	0.106	8,014,600	3,855,330
OCT '13	2,980,000	31	0.096	5,153,400	3,855,330
Avg./Month:	2,742,775 gal/month	30.4	0.090	(includes 2009/10 data)	
Avg/Day:	90,182 gal/day				

NOTE: totalizer non-op for 4 days, normalized data for program self shut-down  
 NOTE: meter operation sporadic -- see 6.11 calculation sheet  
 NOTE: meter operation sporadic -- see 7.11 calculation sheet

NOTE: totalizer non-op for 14 hrs on 3/5, so additional 46,178 gal added



**PBHMD Well Status Report - September 2013**

<u>WELL</u>	<u>APPROX. FLOW</u>	<u>OPERATIONAL</u>	<u>COMMENTS</u>	<u>Well Levels</u>	
				<u>Month/year</u>	<u>feet water over pump</u>
Well #1 (A-1)	60 gpm	Yes	Well working fine	April '10	282
				Aug '10	175
				July '13	140 on 340 off
Well #2 (A-2)	70 gpm	Yes	Well working fine	July '13	150 on 275 off
Well #3 (A-3)	55 gpm	No	Not equipped -- needs to be upsized		
Well #4 (LFH-1)	30-40 gpm	No	Equipment not set for pumping with low water level -- could fail at any time Probably will suck too much air after a few days Well has not been used since September 2007 -- power turned off at PH #3		
Well #5 (LFH-2)	45 gpm	No	Well not approved for public water system use at this time Sucks air after several hours of pumping		
Well #6 (A-4)	75 gpm	Not Yet	Samples reveal methane gas in water, Engineer requested resampling which occurred 11/6/13		
Well #7 (LFH-3)	60 gpm	No	Well #7 no longer connected to power or VFD (which is being used for Well #6) Water has some 'fine air' which dissipates within 30 seconds		
Well #8 (A-5)	75 gpm	Yes	Well working fine	April '10	450
				July '12	178 on 425 off
				July '13	185 on 420 off
Well #9 (LFH-4)	125 gpm	Yes	Well working fine	April '10	450
				April '12	580
				July '12	178 on 425 off
				July '13	185 on 420 off
Well #10 (A-6)	55 gpm	Yes	Well working fine	April '10	687
				April '12	356
				July '12	224 on 380 off
				July '13	230 on 325 off
Well #11 (LFH-5)	100 gpm	Yes	Well working fine	April '10	757
				April '12	640
				July '12	278 on 380 off
				July '13	335 on 600 off
Interconnect	90-200 gpm	Yes	Interconnect pumps are working just fine		

# MONTHLY DISTRIBUTION REPORT

*Paint Brush Hills Metropolitan District -- PWSID #CO0221690*

October 2013	Meter Read 8/31/2013 (gal)	Meter Read 9/30/2013 (gal)	# Days Well 'ON' October	October Distribution (gal)	October Distribution (ac-ft)	YTD TOTAL Distribution (gal)	YTD TOTAL Distribution (ac-ft)
Well #1 (A-1)	95,463,900	95,463,900	1	0	0.00	9,845,300	30.22
Well #2 (A-2)	162,806,000	164,605,500	17	1,799,500	5.52	16,940,600	51.99
Well #3 (A-3)	99,976,880	99,976,880	0	0	0.00	0	0.00
Well #4 (LFH-1)	29,891,300	29,891,300	0	0	0.00	0	0.00
Well #5 (LFH-2)	11,664,500	11,664,500	0	0	0.00	700	0.00
Well #6 (A-4)	24,026,191	24,026,191	0	0	0.00	0	0.00
Well #7 (LFH-3)	1,319,390	1,319,390	0	0	0.00	101	0.00
Well #8 (A-5)	11,912,000	12,102,300	3	190,300	0.58	11,798,253	36.21
Well #9 (LFH-4)	53,695,800	54,158,600	3	462,800	1.42	9,182,800	28.18
Well #10 (A-6)	25,310,400	26,566,300	14	1,255,900	3.85	7,032,100	21.58
Well #11 (LFH-5)	87,349,500	88,173,300	5	823,800	2.53	9,722,930	29.84
MR Interconnect	81,486,100	81,658,100	2	172,000	0.53	2,301,300	7.06
Storage Tank Levels (ft)	25.0	15.0	n/a	449,100	1.38	508,920	1.56
<b>TOTAL PUMPING:</b>	<i>(Well &amp; Interconnect Usage)</i>			<b>4,704,300</b>	<b>14.44</b>	<b>66,824,084</b>	<b>205.09</b>
<b>TOTAL DISTRIBUTION:</b>	<i>(Distribution = Pumping +/- Storage)</i>			<b>5,153,400</b>	<b>15.82</b>	<b>67,333,004</b>	<b>206.65</b>

PUMPING TOTALS:	YTD TOTAL USAGE vs. APPROPRIATIONS TALLIES:
October Well Pumping: <span style="float: right;">4,704,300 gal</span>	Annual Arapahoe (unappropriated): <span style="float: right;">30.22 ac/ft of 90.6 ac/ft</span>
October Well Pumping: <span style="float: right;">14.44 ac/ft</span>	Annual Arapahoe (appropriated): <span style="float: right;">109.78 ac/ft of 182.0 ac/ft</span>
YTD TOTAL Well Pumping: <span style="float: right;">66,824,084 gal</span>	Annual Laramie-Fox Hills (appropriated): <span style="float: right;">58.03 ac/ft of 388.0 ac/ft</span>
YTD TOTAL Well Pumping: <span style="float: right;">205.09 ac/ft</span>	Annual MR Interconnect Water: <span style="float: right;">7.06 ac/ft of 85.0 ac/ft</span>
	<i>(Guthrie alluvial water via Meridian Ranch Water Service Agreement)</i>
	<b>Total Annual Available Water: 745.6 ac/ft</b>

NOTE: Storage tank levels started the year at 31.0 ft.  
Storage capacity approx. 44,910 gal/ft (with both tanks in operation).  
large tank approx. 29,910 gal/ft -- small tank approx. 15,000 gal/ft

# YTD DISTRIBUTION REPORT

**Paint Brush Hills Metropolitan District -- PWSID #CO0221690**

2013	JANUARY Pumping (gal)	FEBRUARY Pumping (gal)	MARCH Pumping (gal)	APRIL Pumping (gal)	MAY Pumping (gal)	JUNE Pumping (gal)	JULY Pumping (gal)	AUGUST Pumping (gal)	SEPTEMBER Pumping (gal)	OCTOBER Pumping (gal)	NOVEMBER Pumping (gal)	DECEMBER Pumping (gal)	YTD TOTAL Pumping (gal)
Well #1 (A-1)	763,400	623,400	1,907,000	881,500	2,183,900	1,552,100	1,290,900	568,400	74,700	0			9,845,300
Well #2 (A-2)	2,364,000	191,100	823,600	905,900	1,562,400	2,526,000	2,540,700	1,405,300	2,822,100	1,799,500			16,940,600
Well #3 (A-3)	0	0	0	0	0	0	0	0	0	0			0
Well #4 (LFH-1)	0	0	0	0	0	0	0	0	0	0			0
Well #5 (LFH-2)	700	0	0	0	0	0	0	0	0	0			700
Well #6 (A-4)	0	0	0	0	0	0	0	0	0	0			0
Well #7 (LFH-3)	0	101	0	0	0	0	0	0	0	0			101
Well #8 (A-5)	900	1,617,595	651,958	778,500	2,147,500	2,379,000	1,617,900	1,033,700	1,380,900	190,300			11,798,253
Well #9 (LFH-4)	1,200	0	721,800	560,000	663,100	2,611,400	2,154,900	1,633,300	374,300	462,800			9,182,800
Well #10 (A-6)	5,200	0	700	159,600	401,500	504,500	626,500	1,517,700	2,060,500	1,755,900			7,032,100
Well #11 (LFH-5)	388,580	207,598	52	2,600	763,900	2,456,600	2,007,100	1,595,400	1,477,300	823,800			9,722,930
MR Interconnect	162,600	153,000	257,000	243,500	292,700	392,700	94,500	238,500	294,800	172,000			2,301,300
Storage Tanks (ft)	299,400	59,880	-449,100	-59,820	-29,910	388,830	-209,370	-29,910	89,820	449,100			508,920
<b>Total Distribution:</b>	3,985,980	2,852,674	3,913,010	3,471,780	7,985,090	12,811,130	10,123,130	7,962,390	8,574,420	5,653,400			67,333,004

NOTE: Gray shading indicates that well is off-line.

\* Added 500,000gal to well 10 due to non-op flow meter in June

General Information for PBHMD's Wells:											
PBHMD Well #	Well #1	Well #2	Well #3	Well #4	Well #5	Well #6	Well #7	Well #8	Well #9	Well #10	Well #11
Aquifer	Araphoe	Araphoe	Araphoe	Laramie-Fox	Laramie-Fox	Araphoe	Laramie-Fox	Araphoe	Laramie-Fox	Araphoe	Laramie-Fox
PBHMD's ID	A-1	A-2	A-3	LFH-1	LFH-2	A-4	LFH-3	A-5	LFH-4	A-6	LFH-5
Well Permit #	17048-F	30593-F	46553-F	47813-F	50877-F	55193-F	55192-F	60862-F	63429-F	64086-F	64084-F

# MONTHLY METER READ DATA

**Paint Brush Hills Metropolitan District -- PWSID #CO0221690**

2013	Meter Read 12/31/2012 (gal)	Meter Read 1/31/2013 (gal)	Meter Read 2/28/2013 (gal)	Meter Read 3/31/2013 (gal)	Meter Read 4/30/2013 (gal)	Meter Read 5/31/2013 (gal)	Meter Read 6/30/2013 (gal)	Meter Read 7/31/2013 (gal)	Meter Read 8/31/2013 (gal)	Meter Read 9/30/2013 (gal)	Meter Read 10/31/2013 (gal)	Meter Read 11/30/2013 (gal)	Meter Read 12/31/13 (gal)
Well #1 (A-1)	85,618,600	86,382,000	87,005,400	88,912,400	89,793,900	91,977,800	93,529,900	94,820,800	95,389,200	95,463,900	95,463,900		
# Days ON	n/a	9	8	22	10	27	24	19	9	1	0		
Well #2 (A-2)	147,664,900	150,028,900	150,220,000	151,043,600	151,949,500	153,511,900	156,037,900	158,578,600	159,983,900	162,806,000	164,605,500		
# Days ON	n/a	23	2	10	9	18	28	29	15	29	17		
Well #3 (A-3)	99,976,880	99,976,880	99,976,880	99,976,880	99,976,880	99,976,880	99,976,880	99,976,880	99,976,880	99,976,880	99,976,880		
# Days ON	n/a	0	0	0	0	0	0	0	0	0	0		
Well #4 (LFH-1)	29,891,300	29,891,300	29,891,300	29,891,300	29,891,300	29,891,300	29,891,300	29,891,300	29,891,300	29,891,300	29,891,300		
# Days ON	n/a	0	0	0	0	0	0	0	0	0	0		
Well #5 (LFH-2)	11,663,800	11,664,500	11,664,500	11,664,500	11,664,500	11,664,500	11,664,500	11,664,500	11,664,500	11,664,500	11,664,500		
# Days ON	n/a	0	0	0	0	0	0	0	0	0	0		
Well #6 (A-4)	24,026,191	24,026,191	24,026,191	24,026,191	24,026,191	24,026,191	24,026,191	24,026,191	24,026,191	24,026,191	24,026,191		
# Days ON	n/a	0	0	0	0	0	0	0	0	0	0		
Well #7 (LFH-3)	1,319,289	1,319,289	1,319,390	1,319,390	1,319,390	1,319,390	1,319,390	1,319,390	1,319,390	1,319,390	1,319,390		
# Days ON	n/a	0	0	0	0	0	0	0	0	0	0		
Well #8 (A-5)	304,047	304,947	1,922,542	2,574,500	3,353,000	5,500,500	7,879,500	9,497,400	10,531,100	11,912,000	12,102,300		
# Days ON	n/a	1	10	6	8	22	22	14	12	12	3		
Well #9 (LFH-4)	44,975,800	44,977,000	44,977,000	45,698,800	46,258,800	46,921,900	49,533,300	51,688,200	53,321,500	53,695,800	54,158,600		
# Days ON	n/a	0	0	4	3	5	18	12	12	3	3		
Well #10 (A-6)	22,034,200	22,039,400	22,039,400	22,040,100	22,199,700	22,601,200	22,605,700	22,732,200	23,749,900	25,310,400	26,566,300		
# Days ON	n/a	1	0	0	2	6		4	14	19	14		
Well #11 (LFH-5)	78,450,370	78,838,950	79,046,548	79,046,600	79,049,200	79,813,100	82,269,700	84,276,800	85,872,200	87,349,500	88,173,300		
# Days ON	n/a	1	1	0	0	5	19	15	12	11	5		
MR Interconnect	80,571,100	80,733,700	80,886,700	81,143,700	80,172,900	80,465,600	80,858,300	80,952,800	81,191,300	81,486,100	81,658,100		
# Days ON	n/a	1	1	2	1	3	5	2	1	2	2		
Storage Tanks (ft)	31.0	21.0	19.0	29.0	31.0	32.0	19.0	26.0	27.0	25.0	15.0		

NOTE: 0.5 Mgal water storage tank was off-line in January & February 2013.

NOTE: 1.0 Mgal water storage taken was taken off-line in early April 2013.

NOTE: 1.0 Mgal water storage on-line as of Sept 2013

NOTE: 4/30/13 MR Interconnect Read was adjusted to the correct flowmeter reading.

# Monthly Distribution Totals (in gallons) for PBHMD for Yearly Comparison:

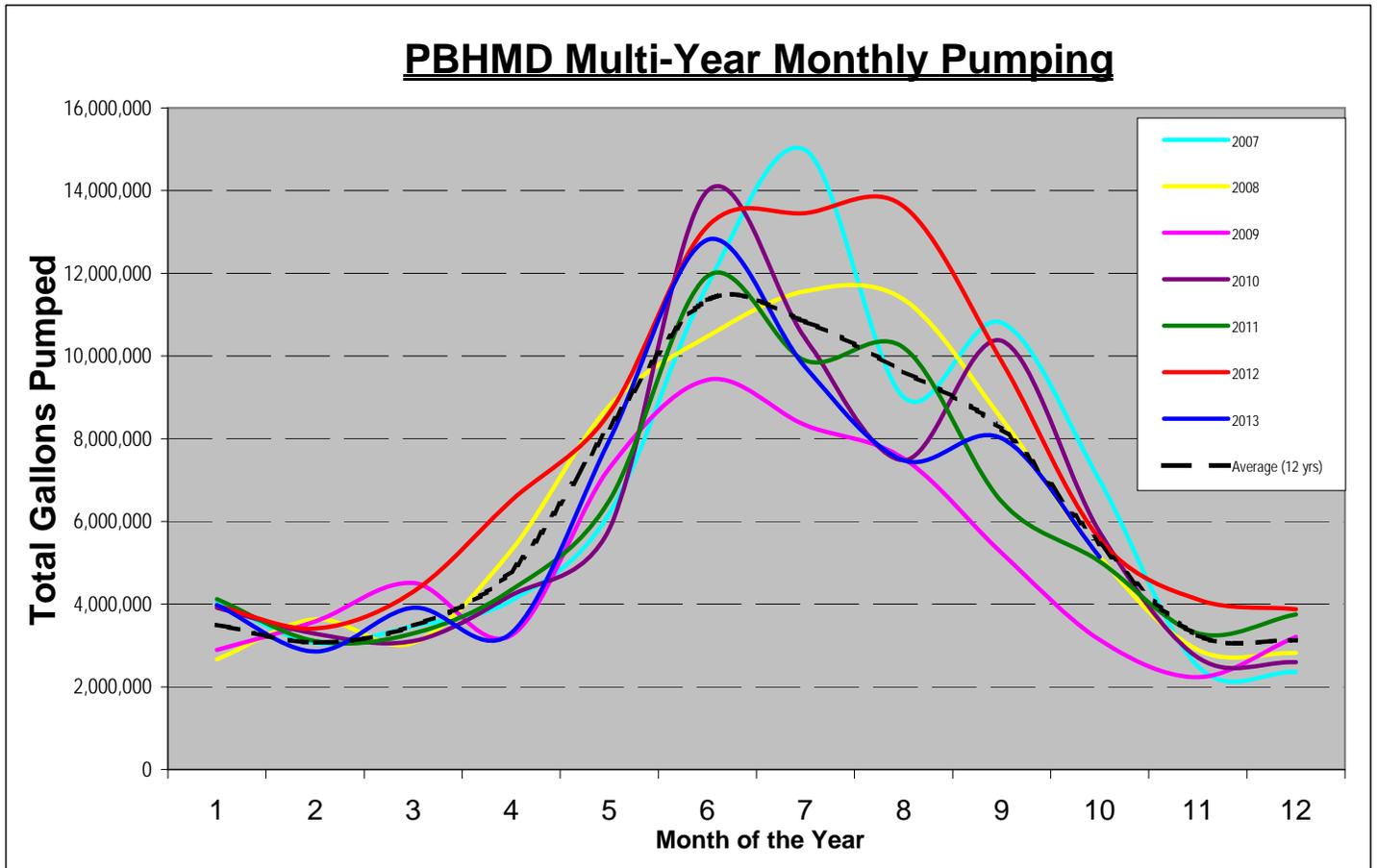
NOTES: Water pumped from the Meridian Ranch Interconnect was included from 2005 forward.

- = record distribution for month
- = highest and lowest historical months (includes record breaking high in July 2007)

YEAR:	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	Average
<b>MONTH:</b>													
January	3,037,700	4,599,809	2,035,054	2,796,989	3,923,210	4,074,288	2,660,652	2,893,173	3,915,001	4,120,554	3,958,477	3,981,300	3,499,684
February	2,042,515	3,083,636	2,774,015	2,853,215	3,160,490	3,061,381	3,628,804	3,581,570	3,282,820	3,104,340	3,413,525	2,852,674	3,069,915
March	2,515,482	4,264,053	3,374,575	2,980,660	2,892,455	3,470,617	3,066,080	4,512,660	3,107,474	3,288,115	4,296,923	3,912,380	3,473,456
April	5,899,947	4,701,190	3,955,799	3,946,359	8,029,643	4,080,757	5,295,051	3,240,151	4,219,505	4,341,041	6,503,553	3,298,140	4,792,595
May	9,737,644	9,432,900	9,336,104	8,508,738	11,153,278	6,192,122	8,797,450	7,292,827	5,821,752	6,507,255	8,628,004	7,964,820	8,281,075
June	12,575,351	7,446,620	8,985,243	10,632,692	13,167,769	11,714,135	10,474,426	9,426,593	13,993,541	11,930,894	13,133,858	12,811,130	11,357,688
July	10,350,112	13,329,591	6,441,607	12,647,081	8,807,046	14,982,714	11,571,840	8,328,430	10,415,987	9,892,038	13,453,776	9,727,500	10,828,977
August	13,182,494	11,416,711	6,135,250	8,758,863	9,359,848	9,003,776	11,372,075	7,522,766	7,475,977	10,200,310	13,614,907	7,477,300	9,626,690
September	7,423,228	6,615,088	9,590,502	10,777,685	5,162,126	10,807,434	8,485,059	5,236,884	10,371,727	6,479,865	9,867,368	8,014,600	8,235,964
October	4,909,168	7,579,223	5,868,651	6,066,403	4,195,270	6,992,577	5,147,114	3,134,196	5,741,075	5,031,435	5,570,803	5,143,500	5,448,285
November	2,644,106	3,336,219	2,868,332	5,608,728	3,516,186	2,495,577	2,894,937	2,233,917	2,704,742	3,290,252	4,112,477		3,245,952
December	2,815,689	3,123,835	3,301,643	3,422,020	3,048,170	2,357,129	2,816,928	3,208,084	2,598,946	3,752,396	3,879,285		3,120,375
<b>TOTALS:</b>	<b>77,133,436</b>	<b>78,928,875</b>	<b>64,666,775</b>	<b>78,999,433</b>	<b>76,415,491</b>	<b>79,232,507</b>	<b>76,210,416</b>	<b>60,611,251</b>	<b>73,648,547</b>	<b>71,938,495</b>	<b>90,432,956</b>	<b>65,183,344</b>	<b>74,450,127</b>

December (prior year), January, February & March

BASE USE      3,690,797   2,826,870   2,983,127   3,349,544   3,413,614   2,928,166   3,451,083   3,378,345   3,277,989   3,855,330   3,656,410   3,346,479



RESOLUTION NO. 2013 - 11 - 02

A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE PAINT BRUSH HILLS METROPOLITAN DISTRICT  
TO ADOPT THE 2014 BUDGET AND APPROPRIATE SUMS OF MONEY

WHEREAS, the Board of Directors of the Paint Brush Hills Metropolitan District ("District") has appointed the District Accountant to prepare and submit a proposed 2014 budget to the Board at the proper time; and

WHEREAS, the District Accountant has submitted a proposed budget to this Board on or before October 15, 2013, for its consideration; and

WHEREAS, upon due and proper notice, published or posted in accordance with the law, said proposed budget was open for inspection by the public at a designated place at the office of the District Manager, interested electors of the District were given the opportunity to file or register any objections to the proposed budget, and a public hearing was held on November 21, 2013 at 9830 Liberty Grove Drive, Falcon, Colorado; and

WHEREAS, the budget has been prepared to comply with all terms, limitations and exemptions, including, but not limited to, reserve transfers and expenditure exemptions, under Article X, Section 20 of the Colorado Constitution ("TABOR") and other laws or obligations which are applicable to or binding upon the District; and

WHEREAS, whatever increases may have been made in the expenditures, like increases were added to the revenues or were planned to be expended from reserve fund balances so that the budget remains in balance, as required by law.

WHEREAS, the Board of Directors of the District has made provisions therein for revenues in an amount equal to or greater than the total proposed expenditures as set forth in said budget; and

WHEREAS, it is not only required by law, but also necessary to appropriate the revenues provided in the budget to and for the purposes described below, as more fully set forth in the budget, including any inter-fund transfers listed therein, so as not to impair the operations of the District.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Paint Brush Hills Metropolitan District:

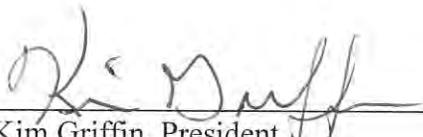
1. That the budget as submitted, amended, and summarized by fund, hereby is approved and adopted as the budget of the Paint Brush Hills Metropolitan District for the 2014 fiscal year.

2. That the budget, as hereby approved and adopted, shall be certified by the Secretary of the District to all appropriate agencies and filed in accordance with applicable law, and is made a part of the public records of the District.

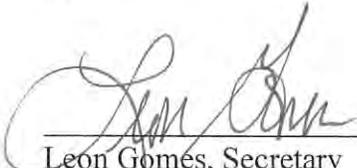
3. That the sums set forth as the total expenditures of each fund in the budget attached hereto as **EXHIBIT A** and incorporated herein by reference are hereby appropriated from the revenues of each fund, within each fund, for the purposes stated.

ADOPTED this 21<sup>st</sup> day of November, 2013.

PAINT BRUSH HILLS METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

  
\_\_\_\_\_  
Kim Griffin, President

ATTEST:

  
\_\_\_\_\_  
Leon Gomes, Secretary

(SEAL)

**EXHIBIT A**  
(Budget)

**CERTIFICATION:**

I, Leon Gomes, hereby certify that I am the duly appointed Secretary of the Paint Brush Hills Metropolitan District, and that the foregoing is a true and correct copy of the budget for the budget year 2014, duly adopted at a meeting of the Board of Directors of the Paint Brush Hills Metropolitan District held on November 21, 2013.

By:  \_\_\_\_\_  
Secretary

RESOLUTION NO. 2013 - 11 - 03

A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE PAINT BRUSH HILLS METROPOLITAN DISTRICT  
TO SET MILL LEVIES

WHEREAS, the Board of Directors of the Paint Brush Hills Metropolitan District (“District”) has adopted the 2014 annual budget in accordance with the Local Government Budget Law on November 21, 2013; and

WHEREAS, the adopted budget is attached to the Resolution of the Board of Directors to Adopt the 2014 Budget and Appropriate Sums of Money, and such budget is incorporated herein by this reference; and

WHEREAS, the amount of money necessary to balance the budget for general fund expenses from property tax revenue is identified in the budget; and

WHEREAS, the amount of money necessary to balance the budget for debt service fund expenses from property tax revenue is identified in the budget; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Paint Brush Hills Metropolitan District:

1. That for the purposes of meeting all general fund expenses of the District during the 2014 budget year, the District determined to levy mills upon each dollar of the total valuation for assessment of all taxable property within the District, as set forth in the budget, to raise the required revenue.

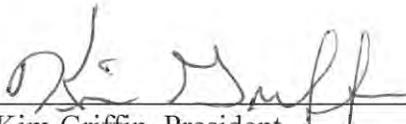
2. That for the purposes of meeting all debt service fund expenses of the District during the 2014 budget year, the District determined to levy mills upon each dollar of the total valuation for assessment of all taxable property within the District, as set forth in the budget, to raise the required revenue.

3. That the District Accountant of the District is hereby authorized and directed to immediately certify to the Board of County Commissioners of El Paso County, Colorado, the mill levies for the District as set forth in the District’s Certification of Tax Levies (attached hereto as **EXHIBIT A** and incorporated herein by reference), recalculated as needed upon receipt of the final certification of valuation from the County Assessor in order to comply with any applicable revenue and other budgetary limits.

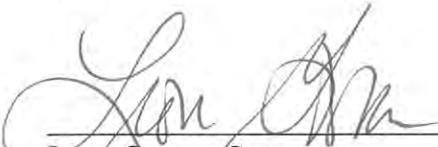
*[Signatures on Following Page]*

ADOPTED this 21<sup>st</sup> day of November, 2013.

PAINT BRUSH HILLS METROPOLITAN  
DISTRICT, a quasi-municipal corporation  
and political subdivision of the State of  
Colorado

  
\_\_\_\_\_  
Kim Griffin, President

ATTEST:

  
\_\_\_\_\_  
Leon Gomes, Secretary

(SEAL)

**EXHIBIT A**  
(Certification of Tax Levies)

**PAINT BRUSH HILLS METROPOLITAN DISTRICT  
ANNUAL ADMINISTRATIVE RESOLUTION**

**(2014)**

**CERTIFIED COPY OF RESOLUTION**

STATE OF COLORADO )  
 ) *ss.*  
COUNTY OF EL PASO )

At the regular meeting of the Board of Directors ("Board") of the Paint Brush Hills Metropolitan District ("District"), El Paso County, Colorado, held at 7:00 P.M., on Thursday, November 21, 2013, at 9830 Liberty Grove Drive, Falcon, Colorado, it was moved to adopt the following Resolution:

WHEREAS, the District was organized as a special district pursuant to an Order and Decree of the District Court in and for the County of El Paso, Colorado (the "County") and is located entirely within the County; and

WHEREAS, the Board has a duty to perform certain obligations in order to assure the efficient operation of the District and hereby directs its consultants to take the following actions.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:**

1. The Board directs the District's Manager to cause an accurate map of the District's boundaries to be prepared in accordance with the standards specified by the Division of Local Government (the "Division") and to be filed in accordance with § 32-1-306, C.R.S.

2. The Board directs the District's Manager to notify the Board of County Commissioners, the County Assessor, the County Treasurer, the County Clerk and Recorder, the governing body of any municipality in which the District is located, and the Division of the name of the chairman of the Board, the contact person, telephone number and business address of the District, as required by § 32-1-104(2), C.R.S.

3. The Board directs the District's Manager to prepare and file with the Division, within thirty (30) days of a written request from the Division, an informational listing of all contracts in effect with other political subdivisions, in accordance with § 29-1-205, C.R.S.

4. The Board directs the District's accountant to cause the preparation of and to file with the Department of Local Affairs the annual public securities report for nonrated public securities issued by the District within sixty days of the close of the fiscal year, as required by §§ 11-58-101, *et seq.*, C.R.S.

5. The Board directs the District's accountant to: 1) obtain proposals for auditors to be presented to the Board; 2) to cause an audit of the annual financial statements of the District to be prepared and submitted to the Board on or before June 30; and 3) to cause the audit to be filed with the State Auditor, the board of county commissioners or governing body of the municipality that approved the service plan by July 31, or by the filing deadline permitted under any extension thereof, all in accordance with §§ 29-1-603(1) and 29-1-606, C.R.S. Alternatively, if warranted by § 29-1-604, C.R.S., the Board directs the District's accountant to apply for and obtain an audit exemption from the State Auditor on or before March 31 in accordance with § 29-1-604, C.R.S.

6. The Board directs the District's Manager, if the District has authorized but unissued general obligation debt as of the end of the fiscal year, to cause to be submitted to the Board of County Commissioners or the governing body of the municipality that adopted a resolution of approval of the district, the District's audit report or a copy of its application for exemption from audit.

7. The Board directs the District's accountant to submit a proposed budget to the Board by October 15, to prepare the final budget and budget message, including any amendments thereto, if necessary, and directs legal counsel to schedule a public hearing on the proposed budget and/or amendments, and to post or publish notices thereof, to prepare all budget resolutions and to file the budget and budget message with the Division on or before January 30, all in accordance with §§ 29-1-101, *et seq.*, C.R.S.

8. The Board directs the District's Manager to cause the preparation of the Unclaimed Property Act report and submission of the same to the State Treasurer by November 1 if there is property presumed abandoned and subject to custody as unclaimed property, in accordance with § 38-13-110, C.R.S.

9. The Board directs the District's accountant to prepare the mill levy certification forms and directs the District's Manager to file the mill levy certification forms with the Board of County Commissioners on or before December 15, in accordance with § 39-5-128, C.R.S.

10. The Board designates the *Colorado Springs Gazette* as a newspaper of general circulation within the boundaries of the District and directs that all legal notices shall be published in accordance with § 32-1-103(15), C.R.S., in the *Colorado Springs Gazette*, unless otherwise designated by the Board or legal counsel.

11. The Board determines that each director may receive compensation for their services as directors subject to the limitations set forth in §§ 32-1-902(3)(a)(I) & (II), C.R.S.

12. The District hereby acknowledges, in accordance with § 32-1-902, C.R.S., the following officers for the District:

President:	Kim Griffin
Vice President:	Calvin Pollard
Treasurer:	Doug Burrer
Assistant Secretary:	Floyd Roberts
Assistant Secretary:	John Bruszenski
Secretary:	District Manager

13. The Board hereby determines that each member of the Board shall, for any potential or actual conflicts of interest, complete conflicts of interest disclosures and directs legal counsel to file the conflicts of interest disclosures with the Board and with the Colorado Secretary of State at least seventy-two (72) hours prior to every regular and special meeting of the Board, in accordance with §§ 32-1-902(3)(b) and 18-8-308, C.R.S. Written disclosures provided by Board members required to be filed with the governing body in accordance with § 18-8-308, C.R.S. shall be deemed filed with the Board when filed with the Secretary of State. Additionally, at the beginning of each year, each Board member shall submit information to legal counsel regarding any actual or potential conflicts of interest and, throughout the year, each Board member shall provide legal counsel with any revisions, additions, corrections or deletions to said conflicts of interest disclosures.

14. The Board confirms its obligations under § 24-10-110(1), C.R.S., with regard to the defense and indemnification of its public employees, which, by definition, includes elected and appointed officers.

15. The Board hereby appoints the District's Manager as the official custodian for the maintenance, care and keeping of all public records of the District, in accordance with § 24-72-202, *et seq.*, C.R.S.

16. Pursuant to § 24-6-402(2)(c), C.R.S., the Board hereby designates the District Office located at 9830 Liberty Grove Drive, Falcon, Colorado 80831 as the District's 24-hour posting place for notices of meetings.

17. The Board determines to hold regular meetings on the third Thursday of each month at 7:00 P.M., at the District Office located at 9830 Liberty Grove Drive, Falcon, Colorado 80831. Notice of the time and place for all regular meetings shall be posted in accordance with § 32-1-903, C.R.S.

18. In the event of an emergency, the Board may conduct a meeting outside of the limitations prescribed in § 24-6-402(2)(c), C.R.S., provided that any actions taken at such emergency meeting are ratified at the next regular meeting of the Board or at a special meeting conducted after proper notice has been given to the public.

19. For the convenience of the electors of the District, and pursuant to its authority set forth in § 1-7.5-104, C.R.S., the Board hereby deems that all regular and special elections of the

District be conducted by mail ballot unless a polling place election is deemed necessary and expressed in a separate election resolution adopted by the Board.

20. Pursuant to its authority set forth in § 1-1-111, C.R.S., the Board hereby appoints Leon Gomes of Special District Management Services, Inc., as the “Designated Election Official” of the District for any elections to be held. The Board hereby grants all powers and authority for the proper conduct of the election to the Designated Election Official, including, but not limited to, the power to call an election on behalf of the District, to approve the final form of ballot issues and questions, to prepare the TABOR notice, to appoint election judges and a canvass board and to cancel, if applicable, the election.

21. In accordance with § 1-11-103(3), C.R.S., the Board hereby directs the Designated Election Official to certify to the Division the results of any elections held by the District and, pursuant to § 32-1-1101.5(1), C.R.S., to certify results of any ballot issue election to incur general obligation indebtedness to the Board of County Commissioners or the governing body of the municipality that adopted a resolution of approval of the district.

22. The Board directs the District’s Manager to cause a notice of authorization of or notice to incur general obligation debt to be recorded with the County Clerk and Recorder within thirty days of authorizing or incurring any indebtedness, in accordance with § 32-1-1604, C.R.S.

23. The Board directs the District’s Manager to cause the preparation of and filing with the Board of County Commissioners or the governing body of the municipality that adopted a resolution of approval of the District, if requested, the application for quinquennial finding of reasonable diligence in accordance with §§ 32-1-1101.5(1.5) and (2), C.R.S.

24. The Board directs the District’s Manager to cause the preparation of and the filing with the Board of County Commissioners or the governing body of any municipality in which the District is located, the Division, the State Auditor, the County Clerk and Recorder and any interested parties entitled to notice pursuant to § 32-1-204(1), C.R.S., an annual report, if requested, in accordance with § 32-1-207(3)(c), C.R.S.

25. The Board directs the District’s Manager to obtain proposals and/or renewals for insurance, as applicable, to insure the District against all or any part of the District’s liability, in accordance with §§ 24-10-115, *et seq.*, C.R.S. The Board directs the District’s accountant to pay the annual SDA membership dues, agency fees and insurance premiums, as applicable, in a timely manner.

26. The Board hereby opts to include elected or appointed officials as employees within the meaning of § 8-40-202(1)(a)(I)(A), C.R.S., and hereby directs legal counsel to obtain workers’ compensation coverage for the District.

27. The Board hereby directs the District’s Manager to prepare the disclosure notice required by § 32-1-809, C.R.S., and to disseminate the information to the electors of the District accordingly. Further, the Board hereby designates the following website as the District’s official website for the purposes thereof: [www.pbhmd.com](http://www.pbhmd.com).

28. The Board hereby directs the District's Manager, accountant, manager and all other consultants to adhere to the Colorado Special District Records Retention Schedule as adopted by the District.

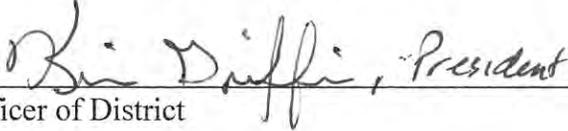
29. The Board hereby directs the District's Manager to prepare and record with the County clerk and recorder, on or before December 31, 2014, the disclosure statement notice and map required by § 32-1-104.8, C.R.S.

30. The Board directs the District's accountant to prepare and submit the documentation required by any continuing disclosure obligation signed in conjunction with the issuance of debt by the District.

*[Remainder of page intentionally left blank]*

RESOLUTION APPROVED AND ADOPTED THIS 21<sup>st</sup> DAY OF NOVEMBER 2013.

PAINT BRUSH HILLS METROPOLITAN DISTRICT

  
\_\_\_\_\_  
Officer of District

ATTEST:

  
\_\_\_\_\_  
Assistant Secretary

APPROVED AS TO FORM:  
WHITE, BEAR & ANKELE,  
Professional Corporation

  
\_\_\_\_\_  
General Counsel to the District

**CERTIFICATION OF RESOLUTION**

STATE OF COLORADO  
COUNTY OF EL PASO  
PAINT BRUSH HILLS METROPOLITAN DISTRICT

I hereby certify that the foregoing resolution constitutes a true and correct copy of the record of proceedings of the Board adopted at a meeting held on Thursday, November 21, 2013, as recorded in the official record of the proceedings of the District.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 21<sup>st</sup> day of November, 2013.

  
\_\_\_\_\_  
Secretary

**RESOLUTION OF  
PAINT BRUSH HILLS METROPOLITAN DISTRICT  
REGARDING THE REGULAR SPECIAL DISTRICT ELECTION  
(§§32-1-804, 1-1-111(2) and 1-5-208(1.5), C.R.S.)**

WHEREAS, Paint Brush Hills Metropolitan District (the "District") was organized as a special district pursuant to Article 1 of Title 32, Colorado Revised Statutes (the "Special District Act"); and

WHEREAS, the District is located entirely within El Paso County, Colorado (the "County"); and

WHEREAS, pursuant to § 32-1-804, C.R.S., the District's Board of Directors (the "Board"), governs the conduct of regular and special elections for the District; and

WHEREAS, the Board anticipates holding an election for the purpose of electing directors and submitting ballot issues and/or questions to eligible electors of the District and desire to take all actions necessary and proper in anticipation of conducting the special district election on May 6, 2014 (the "Election"); and

WHEREAS, the Election shall be conducted pursuant to the Special District Act and the Uniform Election Code of 1992 and shall also comply with Article X, § 20 of the Colorado Constitution as necessary; and

WHEREAS, pursuant to § 1-1-111(2), C.R.S., the Board is authorized to designate an election official (the "Designated Election Official") to exercise authority of the Board in conducting the Election; and

WHEREAS, pursuant to § 1-5-208, C.R.S., the Board can authorize the Designated Election Official to cancel the Election upon certain conditions;

NOW, THEREFORE, BE IT RESOLVED by the Board as follows:

1. The Board hereby calls the Election for the purpose of electing directors and presenting certain ballot issues and/or questions to the electorate. The Election shall be conducted as a mail ballot election unless otherwise determined at the Board's discretion.

2. The Board names Leon Gomes of Special District Management Services, Inc., as the Designated Election Official for the Election. The Designated Election Official shall act as the primary contact with the County and shall be primarily responsible for ensuring the proper conduct of the Election.

3. Without limiting the foregoing, the following specific determinations also are made:

a. The Board hereby directs general counsel to the District to approve the final form of the ballot to be submitted to the eligible electors of the District, and

authorizes the Designated Election Official to certify those questions to the County Clerk and Recorder if the Election is coordinated therewith.

- b. The Board hereby directs general counsel to oversee the general conduct of the Election and authorize the Designated Election Official to take all action necessary for the proper conduct thereof and exercise authority of the Board in conducting the Election.

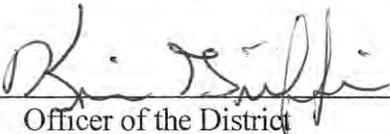
4. The District shall be responsible for the payment of any and all costs associated with the conduct of the Election, including its cancellation, if necessary, including those costs incurred pursuant to the terms and conditions of an election agreement with the County, if any.

5. The Board ratifies any actions taken to date by general counsel and the Designated Election Official in connection with the Election.

6. The Board hereby authorizes and directs the Designated Election Official to cancel the Election and declare the candidates elected if, at the close of business on the sixty-third (63) day before the Election, there are not more candidates for director than offices to be filled, including candidates filing affidavits of intent to be write-in candidates, and so long as the only ballot questions are for the election of candidates. The Board further authorizes and directs the Designated Election Official to publish and post notice of the cancellation as necessary and file such notice and cancellation resolutions with the County Clerk and Recorder and with the Division of Local Government as needed. The Designated Election Official also shall notify the candidates that the Election was canceled and they were elected by acclamation.

ADOPTED AND APPROVED THIS 21<sup>ST</sup> DAY OF NOVEMBER, 2013.

**PAINT BRUSH HILLS METROPOLITAN DISTRICT**

  
\_\_\_\_\_  
Officer of the District

ATTEST:

  
\_\_\_\_\_

APPROVED AS TO FORM:  
White, Bear & Ankele  
Professional Corporation

  
\_\_\_\_\_  
General Counsel to the District

**PAINT BRUSH HILLS METROPOLITAN DISTRICT  
PUBLIC RECORDS POLICY  
Adopted November 21, 2013**

---

**I. Purposes of the District's Public Records Policy**

This Public Records Policy of the Paint Brush Hills Metropolitan District (the "District") shall be applied and interpreted with the following purposes in mind:

- a. To adopt a Public Records request policy pursuant to Section 24-72-203(1), C.R.S.;
- b. To provide access to and the protection and integrity of Public Records in the custody of the District;
- c. To prevent unnecessary interference with the regular discharge of the duties of the District and its manager in compliance with the Colorado Open Records Act, Sections 24-72-201 to 24-72-309, C.R.S. ("CORA");
- d. To establish reasonable and standardized fees for producing copies of and information from records maintained by the District as authorized by CORA; and
- e. To set forth a general procedure for providing consistent, prompt and equitable service to those requesting access to Public Records.

**II. Public Records Requests**

A. Applicability

This Public Records Policy applies to requests submitted to the District for the inspection of Public Records pursuant to CORA, and shall supersede any previously adopted CORA policies of the District.

B. Definitions

1. **"Custodian"**: Except as otherwise provided in this policy, the term "Custodian" shall mean Special District Management Services, Inc., or any successor that has been designated by the Board of the District to oversee the collection, retention, and retrieval of Public Records of the District.

2. **"Public Records"**: As defined in Section 24-72-202, C.R.S.

C. Submission of Requests

1. Requests for inspection of Public Records are to be submitted in writing on an official request form to the Custodian and must be sufficiently specific as to enable the Custodian to locate the information requested with reasonable effort. The District has determined that the use of an official request form is necessary for the efficient handling of Public Records requests.

2. Requests may be submitted by mail, fax, e-mail, or hand-delivery.
3. A request shall be considered made when the request is actually received by the Custodian:
  - a. A letter is received when it is opened in the usual course of business by the recipient or a person authorized to open the recipient's mail;
  - b. A fax is received when it is printed during regular business hours, or if received after hours, at 8:30 a.m. on the following business day; and
  - c. An e-mail is received when it is received and opened during regular business hours, or, if received after hours, at 8:30 a.m. on the following business day.
4. If a deposit is required, the request is not considered received until the deposit is paid.

D. Inspection

1. The Custodian or the Custodian's designee shall make the requested Public Records available for inspection during regular business hours, deemed to be from 8:30 a.m. to 4:30 p.m., Monday through Friday, except for times the Custodian's office is closed. During the inspection of Public Records, the Custodian may request the requestor follow certain procedures to protect the integrity of the Public Records.
2. If a Public Record is not immediately or readily available for inspection, the Custodian or the Custodian's designee shall make an appointment or other arrangements with the applicant concerning the time at which the requested record will be available. The Public Records shall be made available for inspection within a reasonable time, which is presumed to be three (3) working days or less from the date of receipt of the request. Such three (3) day period may be extended by an additional seven (7) working days if extenuating circumstances, as described in section 24-72-203(3)(b), C.R.S., exist. Responding to applications for inspection of Public Records need not take priority over the previously scheduled work activities of the Custodian or the Custodian's designee.
3. All Public Records to which the request applies shall be preserved from the date of the request until such time as set forth in the District's records maintenance, retention, or deletion policy or practices utilized by the Custodian.
4. No one shall remove a Public Record from the Custodian's offices without the permission of the Custodian. Public Records may be removed from file folders or places of storage for photocopying by the Custodian or the Custodian's designee. The Custodian may allow a person to use his or her own portable electronic equipment to make copies of Public Records.
5. As a general practice, in response to a Public Records request:
  - a. Public Records in hard copy, paper, published, or documentary form shall be made available for inspection;

b. A document will not ordinarily be created in order to respond to such a request;

c. In the case of e-mail that is a Public Record, paper copies of such e-mail that is a Public Record will be made available by the Custodian in response to such a request;

d. The person making the request shall not be allowed to access the Custodian's computer or any other computer for purposes of inspecting any Public Records;

e. Any portion of a Public Record containing non-public information that is not subject to inspection may be redacted by the Custodian prior to making the record available for inspection. The Custodian is not required to redact information from a writing that is not a Public Record in order to make the writing available for inspection. *Denver Publishing Co. v. Bd. of County Comm'rs of the County of Arapahoe*, 121 P.3d 190 (Colo. 2005); *Colorado Republican Party v. Benefield, et al.*, Court of Appeals No. 07CA1216, Oct. 23, 2008 (Unpublished).

f. The Custodian, in consultation with the District's general counsel, will determine which information is no longer considered "work-in-progress" subject to the deliberative process or work product privilege and therefore eligible for release.

6. Where a request seeks in excess of 25 e-mails or other electronically-stored Public Records, the Custodian may elect to produce Public Records in electronic form on a disk or comparable media. The following procedure shall apply in responding to such a request:

a. The Custodian shall solicit the comments of the requestor regarding any search terms to be used to locate and extract such records, and, in doing so, will seek to have the request refined so that it does not result in an inordinate number of irrelevant or duplicating documents, it being understood that the Custodian will make the final determination regarding search terms;

b. The Custodian shall designate an employee or another person with experience in performing electronic searches to locate and extract responsive records;

c. The person who is designated to perform the searches shall consult, as appropriate, with legal counsel to identify privileged records that should not be produced; and

d. Where appropriate, legal counsel shall conduct a final review to identify and withhold privileged records.

7. The Custodian or the Custodian's designee shall deny the inspection of the records if such inspection would be contrary to federal or state law or regulation or would violate a court order. In special circumstances, a Custodian shall deny inspection of the Public Records if such inspection would cause substantial injury to the public interest. Such a denial shall be made in writing by the Custodian to the person making the request and shall set forth with

specificity the grounds of the denial. It is not necessary to state a ground for denial of access for each document if a specific ground is applicable to a group of documents.

8. If the Public Records requested are not in the custody or control of the Custodian, the Custodian shall notify the requestor of this fact in writing. In such notification, the Custodian shall state in detail to the best of his/her knowledge and belief the reason for the absence of the Public Records, the location of the Public Records, and what person then has custody or control of the Public Records.

9. All Public Records, regardless of storage format, will be administered in accordance with approved retention schedules. The District reserves the right to adopt the records retention policy that has been promulgated by the Custodian.

E. Fees for All Record Requests

1. **Fees for standard reproductions.** The Custodian or the Custodian's designee shall charge a fee not to exceed twenty-five cents (\$0.25) per page for any photocopies of records that are required to make a Public Record available. Printouts and other reproductions of Public Records shall be provided at a cost not to exceed the actual cost of the printout or other reproduction. Such fees shall be paid by the applicant prior to the receipt of copies of any Public Records. Requests expected to exceed a total charge of \$10.00 or more must be accompanied by a deposit equal to the reasonably-estimated reproduction costs. This deposit will be credited toward the total fee, and the total fee shall be paid prior to release of the requested records. In the event the deposit amount exceeds the actual costs, the balance will be refunded.

2. **Fees for search and retrieval:**

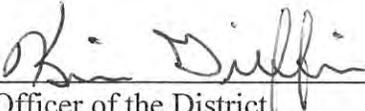
a. In the case of any request requiring more than one-half hour of staff time for search and retrieval or for supervision of inspection or copying, the Custodian or the Custodian's designee may charge a nominal hourly fee for such staff time. The Custodian may base this hourly fee upon the estimated average salary and benefits paid by the Custodian for the staff involved. *See Black v. S.W. Water Conserv. Dist.*, 74 P.3d 462 (Colo. App. 2003). This nominal fee shall not exceed \$30.00 per hour. Prior to performing any services necessary to respond to a request, the Custodian or the Custodian's designee shall require the applicant to pay a deposit equal to the reasonably-estimated fees that will be charged by the Custodian for such staff time. Before receiving any records, the applicant shall also pay the amount by which the cost of any open records services exceeds the deposit. The District shall promptly refund the amount by which the deposit exceeds the cost of any open records services.

b. To the extent possible, the Custodian shall utilize administrative or clerical staff for search and retrieval of Public Records who are ordinarily responsible for such duties to ensure that the fees charged for staff time in connection with the request represent costs incurred in the ordinary course of business and not extraordinary charges.

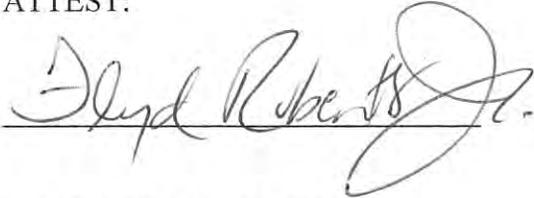
*[Signature page follows]*

APPROVED AND ADOPTED THIS 21<sup>st</sup> DAY OF NOVEMBER, 2013.

**PAINT BRUSH HILLS METROPOLITAN  
DISTRICT**

  
\_\_\_\_\_  
Officer of the District

ATTEST:

  
\_\_\_\_\_

APPROVED AS TO FORM:  
WHITE, BEAR & ANKELE,  
Professional Corporation

  
\_\_\_\_\_  
General Counsel to the District

# PAINT BRUSH HILLS METROPOLITAN DISTRICT

## Request for Inspection/Copy of Public Records

**For Internal Use Only**  
Date of Request: \_\_\_\_\_  
Time of Request: \_\_\_\_\_ AM/PM

Applicant Name: \_\_\_\_\_

Applicant Address: \_\_\_\_\_ City/State: \_\_\_\_\_ Zip: \_\_\_\_\_

Daytime Phone #: ( ) \_\_\_\_\_ Alt./Cell: ( ) \_\_\_\_\_

Email: \_\_\_\_\_

Detailed description of the records requested: (Please use additional sheets if necessary)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please select a preferred format for the materials: Hard Copies \_\_\_\_\_ Electronic (PDF) \_\_\_\_\_ View Hard Copy Only \_\_\_\_\_

### Estimated Charges:

Number of pages \_\_\_\_\_ @ \$0.25/page \$ \_\_\_\_\_ Research & Retrieval \_\_\_\_\_ hours @ \$30.00/hr \$ \_\_\_\_\_

Total estimated cost: \$ \_\_\_\_\_ Deposit required: \$ \_\_\_\_\_

Note: Non-standard and special requests will be billed at cost and charged in addition to any other fees.

I request the records described and agree to pay all charges incurred in processing this request at or before the time the records are made available. If over \$10, I understand I must provide a deposit to pay for the cost incurred to obtain the records. I understand that the Estimated Charges are estimates only, and that the actual cost may vary. This request will be considered received when this form is complete and received by the Custodian, and any required deposit is paid.

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

If the records are available pursuant to C.R.S. 24-72-201, *et seq.*, the records shall be made available for viewing within three working days. The date of receipt is not included in calculating the response date. If extenuating circumstances exist so that the Custodian cannot reasonably gather the records within the three-day period, the Custodian may extend the period by up to seven working days. The requestor shall be notified of the extension within the three-day period. Public records shall be viewed at the District's offices during regular business days at prearranged times.

### For Internal Use Only

Date request completed:	Amount prepaid: \$ _____
Approved: _____ Denied: _____	Balance due before release: \$ _____
If denied, provide reason(s):	Total Amount paid: \$ _____

**RESOLUTION  
OF THE  
BOARD OF DIRECTORS  
OF  
PAINT BRUSH HILLS METROPOLITAN DISTRICT**

**A RESOLUTION PROVIDING FOR THE DEFENSE AND INDEMNIFICATION  
OF DIRECTORS AND EMPLOYEES OF THE DISTRICT**

WHEREAS, Paint Brush Hills Metropolitan District (the "District") is a special district operating as a quasi-municipal corporation and political subdivision of the State of Colorado pursuant to Section 32-1-101, *et seq.*, C.R.S.; and

WHEREAS, past and present directors and employees of the District may be subject, from time to time, to claims arising from acts or omissions occurring during the performance of their governmental duties; and

WHEREAS, the District desires to encourage persons to serve on its Board of Directors and accept employment with the District by defending and indemnifying such persons against liability for acts or omissions occurring during the performance of their governmental duties; and

WHEREAS, it is in the best interests of the District and its inhabitants to defend and indemnify its directors and employees against liability for acts and omissions which occur within their Scope of Employment, as defined below, and for which such defense and indemnification is not otherwise provided by Colorado law.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF PAINT BRUSH HILLS METROPOLITAN DISTRICT THAT:

1. Definitions. For purposes of this resolution, the terms below shall be defined as follows:

a. Director: "Director" includes current and former directors of the District, from the date of organization, and directors who are appointed or elected to the board hereafter, who are sued for acts or omissions occurring during their term as a director of the District.

b. Employee: "Employee" includes current and former employees of the District, from the date of organization, and employees employed in the future, who are sued for acts or omissions occurring during their employment with the District.

c. Scope of Employment: an act or omission of a Director or Employee of the District is within the "Scope of Employment" if it reasonably relates to the business or affairs of the District and the Director acted in good faith and in a manner a reasonable person would have believed to be in the best interests of the District. In addition to other acts or omissions that are not within the Scope of Employment, all acts or omissions which are a violation of law shall be deemed not to be within the Scope of Employment.

d. Act: Means the Colorado Governmental Immunity Act set forth in Article 10, Title 24 of the Colorado Revised Statutes, as amended from time to time.

2. Tort Actions Governed by the Colorado Governmental Immunity Act.

a. The District shall pay, in accordance with Section 24-10-110, *et. seq.*, C.R.S., as amended from time to time (the "Act"), the costs of defense of and settlements and judgments against a Director or Employee of the District, including reasonable attorney fees, where the action lies or could lie in tort, including any such action brought pursuant to federal law in any court of this State. As a prerequisite to such payment, the Director or Employee must furnish the District with an affidavit stating that: (1) the action against him/her is not purely personal, and (2) to his/her reasonable belief, the act or omission upon which the claim is based occurred within the Scope of Employment or reasonably relates to the business affairs of the District, and (3) he/she acted in good faith and in a manner which a reasonable person would have acted under similar circumstances and which was not opposed to the best interests of the District. The Director or Employee shall also be required to comply with all relevant provisions of the Act, including but not limited to, provision of timely notice to the District of claims in accordance with such Act. However, the District shall not pay such judgments and shall seek reimbursement from the Director or Employee for the reasonable costs of his/her defense, including reasonable attorney fees, where it is determined by a court of competent jurisdiction that the injuries did not arise out of an act or omission of the Director or Employee occurring during his/her term or employment with the District and within the Scope of Employment; or unless otherwise expressly authorized by the Board of Directors of the District, his/her act or omission was willful and wanton.

b. The District does not hereby waive the notice requirements of its Directors and Employees as set forth in Section 24-10-110(2), C.R.S. Indemnification will not be made and the District shall not be liable for defense costs unless written notice of the action is given to the District by either the plaintiff, the Director or Employee within fifteen (15) days after commencement of such action. The District shall not indemnify or pay the defense costs of a Director or Employee who willfully and knowingly fails to notify the District of the act or omission which led to the claim within a reasonable time after such act or omission, if such act or omission could reasonably have been expected to lead to a claim.

c. All claims to be paid as a result of the indemnification provided hereunder shall be paid by the District or its insurer, except as set forth in Paragraph 9, below.

3. Other Actions Except Criminal. The District hereby agrees to pay the costs of defense and settlements and judgments against its Directors and Employees, including reasonable attorney fees, for all other actions, including but not limited to, actions which lie or could lie in contract, or arise under state or federal laws and are not governed by Section 24-10-110, C.R.S., except for criminal actions, and subject to such limitations as exist in law as of the date hereof. As a prerequisite to such payment, the Director or Employee must furnish the District with an affidavit stating that: (1) the action against him/her is not purely personal, and (2) to his/her reasonable belief, the act or omission upon which the claim is based occurred within the Scope of Employment. The District shall not pay such judgments and shall be reimbursed by the Director or

Employee for the reasonable costs of his/her defense, including reasonable attorney fees, where it is determined by a court of competent jurisdiction that the injuries did not arise out of an act or omission of the Director or Employee occurring during his/her term or employment with the District and within the Scope of Employment; or the Director or Employee had reasonable cause to believe such action or contract was prohibited by law.

4. Criminal Actions. The District hereby agrees to pay the costs of defense, including reasonable attorney fees, and any fines or penalties assessed, where a criminal action is brought against its Directors or Employees for acts or omissions occurring during their term or employment with the District and within the Scope of Employment, and subject to such limitations as exist in law as of the date hereof. As a prerequisite to such payment, the Director or Employee must furnish the District with an affidavit stating that: (1) the action against him/her is not purely personal, (2) to his/her reasonable belief, the act or omission upon which the claim is based occurred within the Scope of Employment, and (3) he/she had no reasonable cause to believe his/her conduct was unlawful. However, the District shall not pay such fines or penalties and shall be reimbursed by the Director or Employee for the reasonable costs of his/her defense, including reasonable attorney fees, where it is determined by a court of competent jurisdiction that:

a. The injuries did not arise out of an act or omission of the Director or Employee occurring during his/her term or employment with the District and within the Scope of Employment; or

b. The Employee or Director had reasonable cause to believe his/her conduct was unlawful.

5. Miscellaneous Provisions. The following provisions shall apply to any of the actions discussed in Sections 2, 3 and 4 above:

a. Consent to Compromise or Settlement. The District shall pay no judgment or settlement of claims against its Director or Employee where the latter has compromised or settled the claim without the District's written consent.

b. Legal Representation of the Director or Employee. The District's legal counsel shall serve as counsel to the Director or Employee, unless it appears to such counsel that the interests of the District and the Director or Employee may be adverse. In the latter event, the Director or Employee may select separate counsel to be approved in writing by the District. The Director or Employee shall cooperate with the District and its legal counsel in his defense.

c. No Indemnification. In no event will the District indemnify or pay defense costs if it is adjudged by the Board of Directors that the Director or Employee has acted primarily for personal benefit or on the basis of other improper benefit, whether or not the Director or Employee is acting in his official capacity. Such defense and indemnification shall not be available to a former Director or Employee in the event that the tort or liability claim against him/her is asserted as a counterclaim or setoff in any suit brought by the Director or Employee, except to the extent that the liability of such Director or Employee may exceed the amount of his own claim or suit.

d. Director's or Employee's Costs. The District shall not be responsible for costs to its Directors or Employees associated with time spent in giving depositions, testifying or otherwise cooperating with their defense.

6. No Waiver of Sovereign Immunity. By the adoption of this Resolution, the District does not waive its defense of sovereign immunity as to any action.

7. No Waiver of Insurance Coverage. The approval and adoption of this Resolution shall not constitute a waiver by the District of insurance coverage with respect to any liability covered by this Resolution. This Resolution shall render the District secondarily liable in the event the District's insurance does cover such liability and the conditions of this Resolution are met.

8. Liberal Construction. The purpose of this Resolution is to protect Directors and Employees of the District against personal liability for their actions taken on behalf of the District and reasonably believed to be in the best interest of the District. Therefore, it is the intent of the District that this Resolution be liberally construed in favor of protection of such Directors and Employees.

9. Liability Limitations. The District shall indemnify a Director or Employee up to, but not in excess of, the applicable limitations of the Act. The District specifically reserves any defenses which are available to Directors or Employees under the Act or by common law.

10. Effect of Other Insurance, Bond or Indemnification Plans. If the District has insurance coverage for any act for which indemnification is provided by this Resolution, its coverage shall be primary. If the Director or Employee against whom a claim is subject to indemnification under this Resolution is asserted had any other valid insurance, bond or indemnification plan available covering the loss or damage alleged against him, and the District does not have adequate insurance coverage, and the act for which indemnification is sought is other than as action sounding in tort, such insurance, bond or other plan will be first applied to the payment of any defense costs, attorneys' fees, or claim/judgment before the District's resort to obtaining funds for indemnification from sources other than insurance. The obligation of the District to indemnify and save harmless the Director or Employee shall, in all events, exist only to the extent permitted by this Resolution.

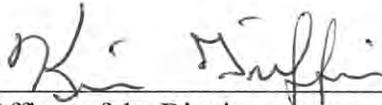
11. Subrogation Rights of the District. In the event of any payments pursuant to this Resolution, the District or its assigns shall be subrogated to all of the Director's or Employee's rights of recovery therefor against any person or entity. The Director or Employee shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Director or Employee shall do nothing to prejudice such rights.

12. Severability and Invalidation. If any provision, paragraph, sentence, clause, phrase or word herein, or the application thereof in any given circumstance of this Resolution is found to be invalid by any court of competent jurisdiction, such finding shall not affect the validity of the remainder of this Resolution, unless such invalidation would act to destroy the intent or essence of this Resolution.

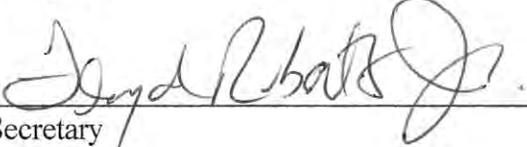
13. Renewal of Indemnifications. Unless repealed by resolution of the Board of Directors of the District on or before January 30 of the then current fiscal year, the indemnification established herein shall be effective from and after the date of adoption, and shall be deemed automatically extended from year to year to the extent permitted by law; provided, however, that nothing shall prevent the Board from separately appropriating funds from time to time for the purposes authorized in this Resolution.

APPROVED AND ADOPTED THIS 21<sup>ST</sup> DAY OF NOVEMBER, 2013.

**PAINT BRUSH HILLS METROPOLITAN  
DISTRICT**

  
\_\_\_\_\_  
Officer of the District

ATTEST:

  
\_\_\_\_\_  
Secretary

APPROVED AS TO FORM:  
WHITE, BEAR & ANKELE,  
Professional Corporation

  
\_\_\_\_\_  
General Counsel to the District

RESOLUTION  
OF THE BOARD OF DIRECTORS  
OF THE  
PAINT BRUSH HILLS METROPOLITAN DISTRICT

CERTIFYING DELINQUENT WATER AND SEWER FEES TO EL PASO COUNTY  
TREASURER FOR COLLECTION

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WHEREAS, the Paint Brush Hills Metropolitan District (the "District") was duly organized and validly exists pursuant to and in accordance with the Special District Act, §§ 32-1-101, *et seq.*, C.R.S.; and

WHEREAS, pursuant to § 32-1-1001(1)(j), C.R.S., the Board of Directors of the District (the "Board") is empowered to fix and from time to time increase or decrease certain fees, rates, tolls, penalties or charges for services, programs or facilities furnished by the District; and

WHEREAS, the District currently imposes various water and sewer fees upon properties receiving services furnished by the District; and

WHEREAS, the District currently imposes availability of service fees on those properties where services are available from the District and where the property is located within 100 feet of the District's infrastructure; and

WHEREAS, pursuant to §32-1-1101(1)(e), C.R.S., the District is permitted to have certain delinquent fees, rates, tolls, penalties, charges or assessments made or levied by the District certified to the County Treasurer for collection in the same manner as taxes; and

WHEREAS, the properties reflected on **Exhibit A**, attached hereto and incorporated herein by this reference (the "Delinquent Properties"), are delinquent in their water and sewer fees and/or availability of service fees by at least six (6) months and by more than One Hundred Fifty Dollars (\$150); and

WHEREAS, the Delinquent Properties have outstanding delinquent fees rates, tolls, penalties, charges or assessments in the amounts set forth in **Exhibit A** (the "Delinquent Fees"); and

WHEREAS, pursuant to §32-1101(1)(e), C.R.S., the District may elect, by resolution, at a public meeting held after receipt of notice by the Delinquent Properties, to certify the Delinquent Fees to the County Treasurer for collection; and

WHEREAS, the District has provided notice to the Delinquent Properties and considers adoption of this Resolution at a public meeting; and

WHEREAS, the District, by this Resolution, desires to certify the Delinquent Fees to the County Treasurer for collection.

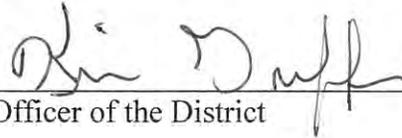
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE PAINT BRUSH HILLS METROPOLITAN DISTRICT AS FOLLOWS:

1. CERTIFICATION OF DELINQUENT FEES. The Board hereby elects to have the Delinquent Fees certified to the County Treasurer be collected and paid over by the County Treasurer in the same manner as taxes are authorized to be collected and paid over pursuant to § 39-10-107, C.R.S. The Board hereby directs the District's Manager to certify to the County Treasurer the Delinquent Fees set forth in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Certification"). Such Delinquent Fees shall be certified by no later than the deadline established by the County Treasurer in order to comply with State statutory and County certification deadlines.

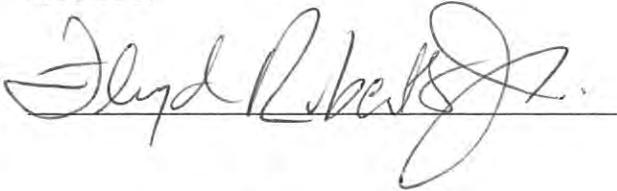
*[Remainder of Page Intentionally Left Blank].*

APPROVED AND ADOPTED THIS 21<sup>ST</sup> DAY OF NOVEMBER, 2013.

PAINT BRUSH HILLS METROPOLITAN  
DISTRICT

  
\_\_\_\_\_  
Officer of the District

ATTEST:

  
\_\_\_\_\_

APPROVED AS TO FORM:  
WHITE, BEAR & ANKELE  
Professional Corporation

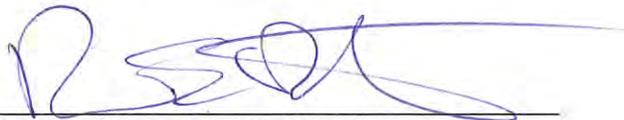
  
\_\_\_\_\_  
General Counsel to the District

EXHIBIT A  
Delinquent Properties and Delinquent Fees

EXHIBIT "A"

List of Delinquent Account(s) for Collection by the El Paso County Treasurer

<u>Owner</u>	<u>Property Description</u>	<u>Amount Claimed</u>	
Michah and Toni Moyes 11298 Asbee St Peyton, CO 80831	L20, Blk 1 Paint Brush Hills Flg Co of El Paso, State of Colorado Assessor Parcel No.5225201003	Past Due	\$742.00
		Collection Fee	\$200.00
		Total	\$942.00
Mark and Susan Karol 11445 Allendale Drive Peyton, CO 80831	L5, Blk 4 Paint Brush Hills Flg 6 Co of El Paso, State of Colorado Assessor Parcel No. 5225108005	Past Due	\$284.00
		Collection Fee	\$200.00
		Total	\$484.00

**The total parcel count is:           two (2)**  
**The dollar amount certified is:   1426.00**



Front Range Winwater Works Co.  
6135 Lake Shore Court Colorado Springs, CO 80915-1606

# CREDIT APPLICATION

Business Information

Legal company name (Applicant):	FEIN (Federal Tax Identification No.) or SSN (as applicable):	
List all trade names, DBA's (Doing Business As) and/or divisions or subsidiaries:	Business start date or number of years in business:	
Phone:	Mobile number for applicant:	
Email:	Fax:	
Billing address:	City:	
	State:	Zip code:
Shipping address: same as billing? <input type="checkbox"/> Yes <input type="checkbox"/> No		
If different? Street:	City:	State: Zip:
Tax exempt? <input type="checkbox"/> Yes <input type="checkbox"/> No *** If yes, please include tax exemption certificate with credit application.		
Have we ever sold to you before or to any present or former affiliate(s): <input type="checkbox"/> Yes <input type="checkbox"/> No		
If yes, under what name and when?		
Estimated annual sales:	Estimated monthly purchase for this Account:	

Legal Information

Has Applicant /Affiliates ever declared bankruptcy? <input type="checkbox"/> Yes <input type="checkbox"/> No	Does Applicant/ Affiliates have pending lawsuits? <input type="checkbox"/> Yes <input type="checkbox"/> No
Legal structure : <input type="checkbox"/> S Corporation <input type="checkbox"/> C Corporation <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> General Partnership	
State: of incorporation or other:	
Principals: For partnership or sole proprietorship list the Officers, Partners, or Owners For Corporations and LLC List the Officers, Directors, Members, and Majority Stock Holders (attach list if more space is needed)	
Name _____	Title _____
Name _____	Title _____
Name _____	Title _____

Accounts Payable

Contact for Account:	Phone:
Contact address (if different):	City:
	State: Zip Code:
Email:	Fax:

Bank References

Bank name:	Checking account number:
Bank working capital line: <input type="checkbox"/> Yes <input type="checkbox"/> No	Loan account number:
Availability to borrow: <input type="checkbox"/> Yes <input type="checkbox"/> No	In Default? <input type="checkbox"/> Yes <input type="checkbox"/> No
Loan Officer :	Phone: Fax:
<b>I hereby authorize bank named above to release information requested for the purpose of obtaining and/or reviewing credit.</b>	
Authorized signature for banking credit reference release: X _____	
Printed name of authorized signature:	

Trade References

<b>Major supplier company name:</b>	Contact:
Account number:	Phone:
E-mail:	Fax:
<b>Major supplier company name:</b>	Contact:
Account number:	Phone:
Email:	Fax:
<b>Major supplier company name:</b>	Contact:
Account number:	Phone:
Email:	Fax:

**COMMERCIAL CHARGE ACCOUNT AGREEMENT:** Within this Agreement, the words "we", "us", "Seller" and "our" shall refer individually to the WinWholesale, Inc. company extending credit. The words "you" and "your" refer to each customer ("Applicant") for which we have approved an application ("Application") for a Commercial Charge Account ("Account"), any person who signed the Application on behalf of such customer, and each other person authorized to make purchases under the Account.

1. **ACCOUNT WITH SELLER.** All parties to this Agreement acknowledge that any credit account established for you or for your benefit will be with the Seller at which you charge purchases to your Account. The terms of this Agreement shall inure to the benefit of Seller. It is agreed that Seller or any of its successors or assigns may bring any action for recourse or remedy sought by Seller.
2. **ACCOUNT FOR BUSINESS PURPOSES ONLY.** Purchases under the Account may be made only for commercial, industrial or other business purposes. They may not be made for personal, family, household, or other consumer purposes. Because the Account is for business purposes only, important legal duties and obligations that apply to consumer credit accounts are not applicable.
3. **AUTHORIZED PURCHASERS.** You agree that we may rely upon all reasonable representations of persons representing themselves to be your authorized agents with authority to make purchases against your Account unless you have provided to the suppliers a list of authorized purchasers in writing. Purchases and/or deliveries are authorized to be made without signature.
4. **BILLING TERMS.** You agree to pay all amounts charged to the Account on or before their due date. You accept our billing terms as they may be set forth in the sales invoices and/or statements for all purchases under the Account. We will try to reflect your purchase order numbers on our invoices. However, the presence or absence of a purchase order number on our invoices shall in no way affect your obligation to pay the invoices.
5. **FINANCE CHARGE.** If we do not receive payment in full in a timely manner, we will assess a finance charge until all amounts due on the Account are paid in full. The Finance Charge may be the greater of (a) the maximum amount permitted by applicable law or (b) 1.5% per month, or 18% per annum, of the total of the Balance Due and all other amounts past due on the Account, adjusted for any payments and credit.
6. **RETURNED CHECK CHARGE.** We may impose a charge up to the maximum allowed by law for each check received in payment on the Account which is returned to us as unpaid ("Returned Check Charge").
7. **PAYMENT APPLICATION.** Customer agrees to furnish remittance detail with payment. In the event the customer fails to furnish remittance detail with a payment, we may apply the payment first to any Finance Charge, Returned Check Charge, or other charge excluding purchases and then to all unpaid purchases on the Account in the order which they were made, oldest first.
8. **SECURITY INTERESTS/LIENS.** To secure payment for all purchases from Secured Party/Seller, now and in the future, Applicant hereby grants Seller a continuing security interest in all of Applicant's presently owned or hereafter (a) goods, (b) instruments, (c) Chattel paper, (d) books and records, (e) accounts, (f) accounts receivable, (g) general intangibles, and (h) payment intangibles and together with all proceeds and all support obligations thereof. The following constitute Applicant defaults: Non-payment in timely fashion of Applicant's indebtedness to Seller, bankruptcy, insolvency, or assignment for the benefit of creditors; misrepresentation in respect of any provision of this or any Agreement between Seller and Applicant. In the event of default, Seller may declare all unpaid balances due. Applicant authorizes Seller to file a financing statement describing the collateral.
9. **IN THE EVENT OF DEFAULT.** You agree to pay our costs of collection whether or not suit is filed, including but not limited to, reasonable attorney's fees and expenses. In jurisdictions where a stated rate is required, reasonable attorneys' fees will be 25%.
10. **CREDIT INFORMATION.** Unless and until the Account is canceled and paid in full, you agree to provide us with periodic financial statements, and you authorize us to investigate and obtain credit information about you, each principal (i.e., owner, officer or partner) of the customer with the Account, and each Personal Guarantor of the Account, including information from commercial credit reporting companies, consumer credit reporting companies, the bank, construction lender and trade credit references identified on your Application for the Account, and such other sources of credit information about this Account to credit reporting companies and others which we believe may lawfully receive such information.
11. **GOVERNING LAW.** This Agreement and the Account are governed by and construed in accordance with the laws of the state of Ohio, without regard to its conflict of law principles. We and you agree that the proper venue for all actions arising in connection with this Agreement shall be deemed exclusively proper only in state or federal court located in Montgomery County, Ohio, or, in Seller's sole discretion, in any state or federal court located in the state of Seller's principal location or the state of the intended final location of the furnished goods.
12. **ASSIGNMENT.** We may sell, assign, transfer any or all of your Account or any balances due thereunder without prior notice to you. You may not sell, assign, or transfer your Account or any of your obligations under this Agreement.
13. **TERMS AND CONDITIONS OF SALE:** You have reviewed and read the terms and conditions of sale located at [www.winwholesale.com/tccsale](http://www.winwholesale.com/tccsale) and fully agree with them.
14. **ENTIRE AGREEMENT.** The Application, the Terms & Conditions of Sale and this Agreement constitute the entire agreement between you and us regarding the Account and supersede all of our prior written and oral agreements and understandings relating to the subject. We may at any time, and subject to applicable law, change or add to the terms and conditions stated herein governing the Account. Unless prohibited by applicable law, we may apply any changed or additional term to the outstanding balance on your Account on the effective date of such term and to any future balances thereafter. When required by applicable law, we will provide you with notice of any such changed or additional term.

Personal Guaranty	<p>In consideration of our extending credit under the Account, the undersigned guarantor ("Personal Guarantor") agrees to unconditionally and irrevocably personally guaranty the payment of all amounts due under, and the performance of, the terms of the Agreement and further agrees to pay the total balance due on the Account upon demand without requiring us to proceed first against the Applicant also liable on this Account. You also waive any notices regarding the Agreement or this guaranty and agree that this guaranty shall be effective until the Agreement has been terminated and all amounts due thereunder shall have been fully paid. You waive all surety ship defenses and agree that this guaranty shall remain in effect if we change the terms of the Agreement in any way, including raising rates, fees or credit limits, adding locations where the Account may be used or if we assign the Agreement. You also understand and direct that your personal credit reports and other inquiries regarding your credit may be obtained by us from time to time. You represent and promise that everything in this application is true and complete.</p>	
	<p>The undersigned, recognizing that his or her individual credit history may be a necessary factor in the evaluation of this personal guaranty, hereby consents to and authorizes the use of a consumer credit report on the undersigned by the Seller or its agents or assigns, from time to time as may be deemed necessary by the Seller.</p>	
	<p>Name: _____</p>	<p>Name: _____</p>
	<p>Social Security Number: _____ DOB: _____</p>	<p>Social Security Number: _____ DOB: _____</p>
	<p>Guarantor's address: _____</p>	
<p>Personal Guaranty signature (as an individual):</p> <p><b>X</b> _____</p>		
<p>Valid in Kentucky only: Expiration date: _____ Amount Guaranteed: _____</p>		

Authorization for Credit	<p><b>APPLICANT'S SIGNATURE ATTESTS FINANCIAL RESPONSIBILITY, ABILITY AND WILLINGNESS TO PAY IN ACCORDANCE WITH TERMS AS STATED IN THIS AGREEMENT.</b> (Provide identification documentation at time of signature)</p> <p>In the event of Default, and if this account is turned over to an agency and/or attorney for collection, the undersigned agrees to pay all costs of collection, including but not limited to reasonable attorney fees whether or not suit is filed. In jurisdictions where a stated rate is required, reasonable attorneys' fees will be 25%. The Finance Charge may be applied and may be the greater of (a) the maximum amount permitted by applicable law or (b) 1.5% per month, or 18% per annum, of the total of the Balance Due and all other amounts past due on the Account, adjusted for any payments and credit.</p>	
	<p>Credit Application Signature: <b>X</b> _____</p>	<p>Title: _____ Date: _____</p>
	<p>Printed Name: _____ Drivers License # or Other ID: _____</p>	

**AS REQUIRED BY THE USA PATRIOT ACT, SECTION 326, AND TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY, AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS FOR YOU; WHEN YOU OPEN AN ACCOUNT, WE MAY ASK YOU FOR YOUR NAME, ADDRESS, DATE OF BIRTH, AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ALSO ASK TO SEE YOUR DRIVER'S LICENSE OR OTHER IDENTIFYING DOCUMENT.**

**THE FEDERAL EQUAL CREDIT OPPORTUNITY ACT PROHIBITS CREDITORS FROM DISCRIMINATING AGAINST CREDIT APPLICANTS ON THE BASIS OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, MARITAL STATUS, AGE (PROVIDED THE APPLICANT HAS THE CAPACITY TO ENTER INTO A BINDING CONTRACT); BECAUSE ALL OR PART OF THE APPLICANT'S INCOME DERIVES FROM ANY PUBLIC ASSISTANCE PROGRAM; OR BECAUSE THE APPLICANT HAS IN GOOD FAITH EXERCISED ANY RIGHT UNDER THE CONSUMER CREDIT PROTECTION ACT. THE FEDERAL AGENCY THAT ADMINISTERS COMPLIANCE WITH THIS LAW CONCERNING THIS CREDITOR IS THE FEDERAL TRADE COMMISSION, EQUAL CREDIT OPPORTUNITY; WASHINGTON, D.C. 20580. If your application for business credit is denied, you have the right to a written statement of the specific reason for that denial. To obtain the statement, please contact the Seller within 60 days from the date you are notified of our decision. We will send you a written statement of reasons for the denial within 30 days of receiving your request for the statement.**



December 12, 2013

Mr. Phillip J. Anderson  
Six Ninety Nine LA, LLC  
31 North Tejon Street, Suite 500  
Colorado Springs, Colorado

RE: Letter of Acceptance for Water, Sewer and Storm Drainage Improvements—Filing 13A

Dear Mr. Anderson:

The water, sewer and storm drainage extension policies of the Paint Brush Hills Metropolitan District (the "District") permit property owners desiring District service to contract independently for such work, subject to the technical and permitting requirements of the District. Pursuant thereto, with respect to the improvements shown in **Exhibit A** (the "Improvements") attached hereto, the District hereby states:

- The District has preliminarily inspected the Improvements and determined that they substantially meet the applicable standards and specifications of the District; and
- The District has received an assignment of the warranties relating to the Improvements; and
- The District has received all drawings, evidence or other statements regarding the size, location, encumbrances or value of the Improvements which it has requested.

The District hereby accepts said Improvements by way of a Bill of Sale to be executed by Six Ninety Nine LA, LLC.

**PAINT BRUSH HILLS METROPOLITAN DISTRICT**

Kim Griffin, President

cc: Mr. Leon Gomes, District Manager  
Jennifer Gruber Tanaka, Esq., General Counsel

**EXHIBIT A  
IMPROVEMENTS**

*Water, Sewer and Storm Sewer Improvements located within Paint Brush Hills Filing No. 13A,  
County of El Paso, State of Colorado as more particularly described on the following page.*



**BILL OF SALE**  
**(Water, Sewer and Storm Drainage Improvements—Filing 13A)**

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KNOW ALL MEN BY THESE PRESENTS that SIX NINETY NINE LA, LLC, a Colorado limited liability company, hereinafter referred to as "Seller", for good and valuable consideration, the receipt of which is hereby acknowledged, has bargained and sold, and by these presents, does grant, assign, and convey unto the PAINT BRUSH HILLS METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 141 Union Boulevard, Suite 150, Lakewood, Colorado 80228 (the "District"), its successors and assigns, all of the Seller's right, title and interest in the improvements set forth in **Exhibit A**, attached hereto and incorporated herein (the "Improvements"), together with all personal property interests associated with plans and other materials pertaining to the Improvements that are delivered by Seller to the District, to the extent assignable. Upon conveyance of the Improvements, the District shall own, operate and maintain the Improvements.

TO HAVE AND TO HOLD the same unto District, its successors and assigns forever; and Seller, its successors and assigns, shall warrant and defend the sale of the Improvements unto the District, its successors or assigns, against all and every person or persons whomsoever claiming by, through or under the Seller, subject to matters of record.

This Bill of Sale will not be recorded.

IN WITNESS WHEREOF, Seller, by and through its authorized representatives, hereby executes this Bill of Sale to be effective as of the \_\_\_ day of December 2013.

SELLER:  
SIX NINETY NINE LA, LLC

\_\_\_\_\_  
Phillip J. Anderson, Manager

STATE OF COLORADO        )  
  ) ss.  
COUNTY OF EL PASO        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of December 2013, by Phillip J. Anderson, as the Manager of Six Ninety Nine LA, LLC, a Colorado limited liability company.

WITNESS my hand and official seal.

My commission expires: \_\_\_\_\_

(S E A L)

\_\_\_\_\_  
Notary Public

**EXHIBIT A**  
**IMPROVEMENTS**

*Water, Sewer and Storm Sewer Improvements located within Paint Brush Hills Filing No. 13A, County of El Paso, State of Colorado as more particularly described on the following page.*

PAINT BRUSH HILLS FL. 13A

Off-Site Sewer Sewer:

8" SDR35 Sanitary Sewer Main	793	LF	\$	44.00	\$	34,892.00
8" SDR35 Sanitary Sewer 3 Deg. Bends	14	EA	\$	100.00	\$	1,400.00
48" Sanitary Sewer Manholes	1	EA	\$	2,700.00	\$	2,700.00
60" Sanitary Sewer Manholes	2	EA	\$	3,500.00	\$	7,000.00
Tie-In	1	LS	\$	2,600.00	\$	2,600.00
Street Cut Permit	1	LS	\$	900.00	\$	900.00
Sawcutting	1	LS	\$	400.00	\$	400.00
R / R Asphalt	1	LS	\$	5,400.00	\$	5,400.00
Traffic Control	1	LS	\$	900.00	\$	900.00
Testing	1	LS	\$	600.00	\$	600.00
				Sub Total	\$	56,792.00

On-Site Sanitary Sewer:

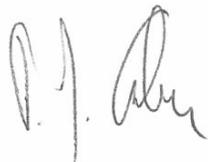
8" SDR35 Sanitary Sewer Main	646	LF	\$	38.00	\$	24,548.00
8" SDR35 Sanitary Sewer 3 Deg. Bends	4	EA	\$	110.00	\$	440.00
48" Sanitary Sewer Manholes	2	EA	\$	2,700.00	\$	5,400.00
60" Sanitary Sewer Manholes	1	EA	\$	3,500.00	\$	3,500.00
4" SDR35 Sanitary Sewer Services	17	EA	\$	950.00	\$	16,150.00
Testing	1	LS	\$	600.00	\$	600.00
				Sub Total	\$	50,638.00

Water:

12" DR14 Water Main	20	LF	\$	44.00	\$	880.00
8" DR14 Water Main	779	LF	\$	30.00	\$	23,370.00
6" DR14 Water Main	30	LF	\$	33.00	\$	990.00
1" Water Service	17	EA	\$	975.00	\$	16,575.00
12" x 8" Tee	1	EA	\$	825.00	\$	825.00
12" Valves	1	EA	\$	2,100.00	\$	2,100.00
12" Solid Sleeves	2	EA	\$	770.00	\$	1,540.00
8" Valves	2	EA	\$	1,320.00	\$	2,640.00
8" x 6" Tee	1	EA	\$	690.00	\$	690.00
Fire Hydrants	2	EA	\$	2,970.00	\$	5,940.00
6" Valves	2	EA	\$	1,210.00	\$	2,420.00
8" Bends	3	EA	\$	570.00	\$	1,710.00
8" x 6" Reducer	1	EA	\$	480.00	\$	480.00
Tie-In	1	LS	\$	2,640.00	\$	2,640.00
Street Cut Permit	1	LS	\$	950.00	\$	950.00
Sawcutting	1	LS	\$	350.00	\$	350.00
R / R Asphalt	1	LS	\$	5,625.00	\$	5,625.00
Traffic Control	1	LS	\$	825.00	\$	825.00
				Subtotal	\$	70,550.00

Storm Sewer:

48" RCP Storm Sewer	100	LF	\$	119.00	\$	11,900.00
36" RCP Storm Sewer	716	LF	\$	78.00	\$	55,848.00
24" RCP Storm Sewer	494	LF	\$	48.00	\$	23,712.00
18" RCP Storm Sewer	124	EA	\$	38.00	\$	4,712.00
Tie-In	1	EA	\$	1,540.00	\$	1,540.00
Box Base Manholes	3	EA	\$	6,380.00	\$	19,140.00
4' D-10-R Inlets	3	EA	\$	4,290.00	\$	12,870.00
48" RCP Bends	1	EA	\$	1,490.00	\$	1,490.00
24" RCP Bends	1	EA	\$	1,020.00	\$	1,020.00
18" RCP Bends	2	EA	\$	935.00	\$	1,870.00
24" x 18" RCP Wye	1	EA	\$	1,045.00	\$	1,045.00
24" X 18" RCP Reducer	1	EA	\$	1,045.00	\$	1,045.00
Concrete Collar	1	EA	\$	1,320.00	\$	1,320.00
36" x 18" Tee w/ Grate	1	EA	\$	1,400.00	\$	1,400.00
				Subtotal	\$	138,912.00
				Grand Total	\$	316,892.00



11/15/13

THIS IS A BINDING CONTRACT. THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES. THE PARTIES SHOULD CONSULT LEGAL COUNSEL BEFORE SIGNING. THIS FORM HAS NOT BEEN APPROVED BY THE COLORADO REAL ESTATE COMMISSION. IT WAS PREPARED BY LEGAL COUNSEL FOR PALM REALTY, LLC

**PALM REALTY, LLC**

**RESIDENTIAL LEASE**

THIS LEASE is entered into by Johnny & Cora Cook (the "Landlord"), having an address at 9830 Liberty Grove Dr, Peyton CO 80831 and Paint Brush Hills Metro District (the "Tenant") for the premises having an address of: 9830 Liberty Grove Dr, Peyton CO 80831 (the "Leased Premises").

Landlord is the Owner of the Leased Premises and Palm Realty, LLC, is acting as an agent of the Landlord and is managing the Leased Premises on behalf of the Landlord. Landlord and Palm Realty, LLC do not have an agency relationship with the Tenant. The term "Landlord" shall refer to the Owner of the Property and his agents. The term "Broker" shall refer to Palm Realty, LLC having an address at 10941 Redington Drive, Peyton, Colorado 80831.

1. **TERM.** This lease shall commence at 8:00 am/pm on the 1 day of Jan, 2014 and end at 5:00 am/pm on the 31 day of Dec, 2014 unless sooner terminated as hereinafter provided. Tenant agrees, however, that in the event Landlord is unable to deliver possession of the Leased Premises on the date the term of this Lease is to commence, as set forth in the immediately preceding sentence, this Lease shall not be void or voidable, nor shall Landlord be liable to Tenant for any loss or damage resulting therefrom; rather, there shall be an abatement of rent for the period between the date the term of this Lease is to commence and the date possession is delivered to Tenant, and the term of this Lease shall be extended by the length of time such possession is delayed; provided, however, that in the event possession is not delivered within thirty days following the date the term of this Lease is to commence, either party may terminate this Lease prior to delivery of possession to Tenant by giving written notice of such termination to the other party.

2. **TERMINATION OF LEASE.** At least thirty (30) days before the end of this Lease or any renewal thereof, Tenant shall inform Landlord, in writing, of whether Tenant desires to renew the lease or vacate the premises. If said notice is not received or is not received in a timely manner, a tenancy from month to month shall be created on the same terms and conditions as this lease. Tenant agrees at the expiration of this Lease to peacefully surrender and deliver the Leased Premises to Landlord. In the event Tenant retains possession of the Leased Premises beyond the expiration of the term of this Lease and continues to pay rent, and if Landlord accepts such rent without any express written agreement as to such holding over, Tenant shall be deemed a month-to-month tenant subject to the terms and conditions set forth in this Lease, as applicable. In the event of such a continuation on a month-to-month basis, this Lease may then be terminated by either party giving thirty (30) days written notice prior to the end of the rental month, and Landlord may, at Landlord's option, increase the rent for any such holdover period by giving Tenant ten days written notice prior to the end of the rental month. The rental month shall begin with the due date of the monthly rent. Nothing contained herein shall be construed as requiring Landlord to accept any rent tendered by Tenant after the expiration of the term of this Lease, or to permit Tenant to hold over. In the event Tenant retains possession of the Leased Premises beyond the expiration of the term of this Lease without the written consent of Landlord, and Landlord does not accept any additional rent for Leased Premises, this Lease shall not be deemed renewed, Tenant shall be deemed to be illegally retaining possession, Tenant and Tenant's property shall be subject to eviction and removal by any means permitted by applicable law, and Tenant shall be liable to Landlord for an amount equal to three times the rental rate in effect immediately prior to the expiration or termination of this Lease for the entire period of

any such holdover, as liquidated damages for the loss of use of the Leased Premises during such holdover period. No such holding over and no acceptance by Landlord of payments of such liquidated damages shall be construed to extend this Lease or to constitute any tenancy by Tenant of the Leased Premises on any basis whatsoever. Further, the above-described liquidated damages are solely for the loss of use of the Leased Premises during the holdover period, and Tenant shall be and remain liable to Landlord for all other harm arising as a result of such holdover, including, but not limited to, attorneys' fees, court costs, and the loss of a new tenant or a prospective purchaser of the Leased Premises, and Landlord may exercise all other rights and remedies available at law, in equity, or by statute or otherwise.

3. **SECURITY DEPOSIT.** Concurrently with the execution of this Lease, the Tenant has deposited with  Landlord or  Broker the sum of \$ 1300.00 PAID ("Security Deposit") which Landlord shall retain as security for the full and faithful performance by Tenant of all the terms, covenants and conditions of this Lease. If the security deposit is held by Landlord, only Landlord can refund any portion thereof; Broker has no liability in regard to the Security Deposit. The Security Deposit shall draw no interest, unless otherwise required by state or local law. The Security Deposit if and to the extent not applied toward the payment of damages or costs, including attorneys' fees suffered or incurred by Landlord as a result of Tenant's breach of the terms hereof, or otherwise not applied as permitted herein, shall be returned to Tenant within sixty (60) days following the later of the termination of this Lease or the surrender and acceptance of the Leased Premises, unless otherwise required by state or local law. Landlord shall not be required to apply Tenant's Security Deposit to any charges or damages for Tenant's failure to perform the terms, covenants and conditions of this Lease, but may do so at Landlord's option. Landlord's right to possession of the Leased Premises for non-payment of rent or for any other reason shall not be affected by reason of the fact that Landlord holds Tenant's Security Deposit. Landlord shall not be required to keep the Security Deposit as a separate fund, and may commingle the Security Deposit with Landlord's own funds, unless prohibited by state or local law, or by applicable professional regulations. Holding or applying the Security Deposit shall not limit Landlord's right to exercise all remedies under this Lease and/or provided by law, nor shall Landlord's recovery of damages be limited to the amount of the Security Deposit if Landlord's damages exceed that amount. Landlord reserves the right, in the event there is more than one person as Tenant hereunder, to return the amount of the Security Deposit, less appropriate charges, if any, by dividing the amount equally among all such persons unless otherwise specified by written notice signed by all such persons and received by Landlord prior to the termination of this Lease.

4. **RENT.** The total rental for the full term of this Lease shall be \$ 15,600.00. Of this amount, \$ 1300.00 shall be due concurrently with the execution of this Lease. The remainder shall be payable in equal monthly installments of \$ 1300.00 each, due in advance on the FIRST day of each and every calendar month throughout the lease term, commencing 1 Dec, 20 14. Rental payments shall be mailed or delivered to Broker at PALM Realty  
10941 Redington Dr, Orlington Co 80831 or to such other place as Landlord or Broker shall designate in writing. If rent is not paid by the third day of the month, a LATE CHARGE equal to ten percent of the installment payment due will be charged. It is agreed that such late charge represents a fair and reasonable estimate of the costs and damages that Landlord may incur as a result of Tenant's failure, which costs and damages are extremely difficult to ascertain. The late charge shall be in addition to and not a substitute for the legal rate of interest which may be assessed pursuant to any judgment obtained in a court of law for non-payment of rent. The late charge shall not be in derogation of any other right that Landlord may assert, and acceptance of said late charge shall not act as a waiver of any other right or remedy available to Landlord. In addition, if any check is returned unpaid by Tenant's bank, whether such check is for rent, the Security Deposit or any other payment, a reprocessing charge of twenty-five dollars will be charged in addition to any late charges due. In the event more than one of Tenant's checks is returned unpaid by Tenant's bank, Tenant shall make all subsequent monthly payments

with money order or other certified funds. Any late charge or check reprocessing charge may be collected immediately by Landlord, or, at Landlord's option, may be deducted from Tenant's Security Deposit. Tenant agrees to promptly pay the monthly rental installments and all other sums due under this Lease, without notice, demand, abatement, deduction or setoff, and to abide by all other terms, covenants and conditions of this Lease.

5. **UTILITIES.** The following table indicates which utilities are included in the rental price stated above and which utilities are the responsibilities of the Tenant:

	LANDLORD	TENANT
Electricity		/
Gas		/
Water/Sewer		/
Trash		/
Phone line		/
High Speed Internet		/
Cable TV/Satellite TV		/
Tenant Insurance		/

Upon the delivery of possession of the Leased Premises to Tenant, Tenant shall arrange for the utilities for which Tenant is responsible to be billed directly to Tenant. Landlord shall not be liable for damages for failure to furnish any utilities or services when the cause of such failure is beyond Landlord's control or outside Landlord's responsibility hereunder, and, notwithstanding the foregoing, in the event Tenant exceeds ordinary usage of any utilities to be furnished at Landlord's expense, Landlord reserves the right to charge Tenant appropriate amounts for such extraordinary usage as additional rent. Any utility which is the responsibility of the Tenant and which runs with the Property must be paid in full before release of Tenant's Security Deposit. Any amounts not paid in full as of the required date of return of Tenant's Security Deposit may be deducted from Security Deposit and applied to remaining balance of such unpaid utilities.

6. **USE AND OCCUPANCY.** Unless otherwise agreed in writing, Tenant shall use the Leased Premises for residential purposes only. Only the persons signing this Lease and natural or legally adopted children of either of them, if any, shall occupy the Leased Premises. Notwithstanding the foregoing, no more than NONE persons shall reside in the Leased Premises. Tenant shall not permit guests to occupy the Leased Premises more than five days per month without the prior written consent of Landlord. Tenant understands and agrees that the foregoing limitations on the use and occupancy of the Leased Premises are a material inducement for the granting of this Lease by Landlord to Tenant.

7. **RULES AND REGULATIONS.** Tenant agrees to abide by all applicable laws and police, fire and sanitary regulations of the City, County, State and Federal authorities and, if the Leased Premises are in a condominium or a planned unit development, all use and occupancy restrictions and regulations under the declaration or covenants creating or governing the project, and the articles of incorporation, bylaws, rules and regulations and other constituent project documents, and Tenant acknowledges and agrees that the failure to do so shall constitute a breach of this Lease. The obligation to install any appropriate or required fire protection devices shall be Tenant's, and Tenant hereby acknowledges that Landlord has advised Tenant to install such devices, and that Landlord and Broker shall incur no obligation or liability whatsoever for Tenant's failure to install such devices. Tenant agrees, for

him/herself, members of his/her family and guests, to comply with the rules and regulations which Landlord may from time to time deem necessary or desirable for the protection of the Leased Premises and/or, if the Leased Premises are part of a building containing more than one unit, the general welfare of tenants in the building in which the Leased Premises are located, upon thirty days advance written notice of such rules and regulations from Landlord. Any breach of the rules and regulations shall be considered a breach of this Lease and shall permit Landlord to terminate Tenant's right to possession of the Leased Premises. Tenant promises and agrees to comply with all applicable provisions of the Declaration and the Articles of Incorporation, Bylaws and rules and regulations of the Association, and acknowledges and agrees that any breach of the terms of such documents by Tenant shall be considered a breach of this Lease and shall permit Landlord to terminate Tenant's right to possession of the Leased Premises. Tenant agrees not to make any excessive noise or to create any nuisance such as will disturb the peace and tranquility of neighbors or, if the Leased Premises are part of a building containing more than one unit, other tenants in the building in which the Leased Premises are located.

8. **LEASE APPLICATION.** If Tenant has executed an application for lease form prior to or concurrently with this Lease, the information, statements and representations given and made by Tenant in such application are hereby incorporated by this reference. The execution of this Lease by Landlord is acknowledged by Tenant to have been induced by the information, statements and representations set forth in such application. If any information, statement or representation contained in such application is or proves to be false or untrue, such event shall be considered a breach of this Lease and shall permit Landlord to terminate Tenant's right to possession of the Leased Premises.

9. **ENTRY BY LANDLORD.** Tenant expressly agrees to permit Landlord or Broker to enter the Leased Premises, including storage areas, if any, at any reasonable time, upon twenty four hours prior notice, for the purpose of inspection, repair or maintenance of the Leased Premises or to show the Leased Premises to any prospective tenant, buyer, lender or insurance agent. Notwithstanding the foregoing, entry may be made at any time and without prior notice if Landlord or Broker reasonably believes that an emergency exists or that the Leased Premises have been abandoned.

10. **ASSIGNMENT AND SUBLEASING.** Tenant shall not, and promises and agrees not to, transfer or assign this Lease, or sublet any portion of the Leased Premises, without the prior written consent of Landlord in each instance, which consent may be withheld in the sole, absolute discretion of Landlord. Further, no such consent shall be given unless Tenant and the assignee or sublessee agree in writing that their liability under this Lease shall be joint and several and unless the assignee or sublessee agrees in writing: (a) that the Leased Premises and all furnishings and appliances in the Leased Premises will be returned to Landlord in the same condition as at the commencement of this Lease, normal wear and tear excepted; and (b) that certain charges may have already been applied to the Security Deposit prior to the termination of this Lease. It is expressly understood and agreed by Tenant, however, that Tenant's obligation(s) to perform all the terms, covenants and conditions of this lease shall continue for the full term of this lease, notwithstanding landlord's consent to any sublease or assignment.

11. **CONDITION OF LEASED PREMISES.** Tenant accepts the Leased Premises in its present condition. Tenant agrees to return the Leased Premises, any personal property of Landlord, furnishings and appliances to Landlord upon the termination of this Lease in their present condition, normal wear and tear excepted. Within a reasonable time following the commencement of the Term of this Lease, Tenant shall have the opportunity to inspect Leased Premises with Landlord or Landlord's agent and make record of the present condition of Leased Premises. Tenant acknowledges that Tenant leases the Leased Premises AS IS and WITH ALL FAULTS, and that Landlord has not agreed to undertake any maintenance, alterations or repairs or to construct any improvements to the Leased Premises, nor has Landlord made any representation or warranty, express or implied, as to the condition of the Leased

Premises or the fitness or suitability of the Leased Premises for any particular use or purpose. **LANDLORD AND BROKER HEREBY DISCLAIM, AND TENANT HEREBY WAIVES, ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND, NATURE OR TYPE WHATSOEVER WITH RESPECT TO THE LEASED PREMISES, INCLUDING BUT NOT LIMITED TO THOSE OF CONDITION, TENANTABILITY, HABITABILITY, MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, AND COMPLIANCE WITH ANY APPLICABLE LAWS, CODES OR REGULATIONS.**

12. **CARE OF LEASED PREMISES.** Tenant hereby promises and agrees that Tenant will not cause or permit any neglect or deliberate misuse of the Leased Premises, or furnishings or appliances therein provided by Landlord. In the event that Tenant causes or permits any such neglect or deliberate misuse of the Leased Premises, furnishings or appliances, Tenant agrees to and shall bear the expense of repair of any and all damages resulting there from. The expense so incurred shall be immediately due from Tenant at the option of Landlord. Further, Tenant shall not make or cause to be made any physical alterations of or in the Leased Premises, including, but not limited to, painting, papering or adding or changing door locks, without the advance written consent of Landlord, which consent may be withheld in the sole, absolute discretion of Landlord. After Tenant vacates the Leased Premises, a final cleaning of the Leased Premises, furnishings, and appliances shall be performed by Landlord or Landlord's agents or employees, if determined by Landlord, in Landlord's sole and absolute discretion, to be necessary to restore the Leased Premises to their pre-lease condition. It is expressly understood, acknowledged and agreed that the cost of such final cleaning shall be deducted from Tenant's Security Deposit at the prevailing rate for similar services in the area. Further, after Tenant vacates Leased Premises, a final shampoo and/or steam cleaning of carpets shall be performed by Landlord or Landlord's agents or employees, the cost of which shall be deducted from Tenant's Security Deposit at the prevailing rate for similar services in the area.

- a. Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls which shall be used for the purposes of ingress and egress only;
- b. Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
- c. Not obstruct or cover the windows or doors;
- d. Not leave windows or doors in an open position during any inclement weather;
- e. Not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;
- f. Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord;
- g. Keep all air conditioning filters clean and free from dirt;
- h. Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant;
- i. Tenant's family and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents;
- j. Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents;

- k. Deposit all trash, garbage, rubbish or refuse in the locations provided therefor and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements;
- l. Abide by and be bound by any and all rules and regulations affecting the Premises or the common area appurtenant thereto which may be adopted or promulgated by the Condominium or Homeowners' Association having control over them.

13. **REPORTING MALFUNCTIONS.** If any appliance or system in or on the Leased Premises, including, but not limited to, any range, oven, refrigerator, furnace, heating system, electrical system or plumbing system, fails to operate or otherwise malfunctions, Tenant shall promptly inform Landlord or Broker of such failure or malfunction. Any damages that occur as a result of Tenant's failure to promptly report any such malfunction or that occur as a result of the continued use of the malfunctioning appliance or system shall be the responsibility of Tenant, and Tenant shall be liable therefore.

14. **MAINTENANCE.** Tenant shall, at its own expense, maintain in good repair and in good, clean, safe and lawful condition, the entire Leased Premises, including the building and all improvements located on the Leased Premises, and all fixtures, furnishings, appliances and appurtenances, both inside and outside regardless of how the necessity or desirability of such maintenance or repairs may occur, and whether or not required by wear and tear, obsolescence, accidents, casualty or otherwise. Without limiting the foregoing, Tenant shall also be responsible for the following Leased Premises Maintenance, as notated:

	TENANT IS RESPONSIBLE	LANDLORD IS RESPONSIBLE
Maintain the yard, keep weeds pulled, leaves raked, trees and shrubs trimmed and grass mowed to the satisfaction of Landlord.	✓	
Keep the grass, shrubs, trees and flowers watered to the satisfaction of the Landlord. The Leased Premises <input checked="" type="checkbox"/> Does <input type="checkbox"/> Does Not have an automatic sprinkler system. <i>Front Yard Only</i>	✓	
Blow out sprinkler system each fall to winterize.	✓	
Maintain the sidewalks, driveway and parking area free and clear from snow and ice.	✓	
Keep the entire Leased Premises free from trash, rubbish, abandoned vehicles and the like.	✓	
Change furnace filter monthly.	✓	
Other:		

In the event that Tenant fails to perform the duties as required above, Landlord and Landlord's agents and employees shall have the right, but shall not be obligated, to enter the Leased Premises and perform such maintenance, and Tenant agrees to and shall bear the expense of any such maintenance. The expense so incurred shall be considered to be additional rent for the Leased Premises and shall be immediately due from Tenant at the option of Landlord.

15. **DAMAGE OR DESTRUCTION.** If the Leased Premises are so injured or damaged by fire or other cause or casualty as to render them untenable, then Landlord may terminate this Lease as of the

Landlord: \_\_\_\_\_ Date: \_\_\_\_\_ Tenants: \_\_\_\_\_ Date: \_\_\_\_\_

date such injury or damage occurred, by written notice given to Tenant within thirty days after Landlord receives notice of the injury or damage; provided, however, that if such injury or damage is caused directly or indirectly by any act, omission, abuse or negligence of Tenant or any person claiming under Tenant, or the family members, guests, visitors, invitees, licensees, agents, employees or contractors of Tenant or any such person, Landlord shall have such right to terminate this Lease immediately. In addition, in the event the building of which the Leased Premises are a part are so injured or damaged by fire or other cause or casualty (even though the Leased Premises may not be affected) that Landlord shall decide within a reasonable period of time not to rebuild, then this Lease shall be terminated as of the date such injury or damage occurred. Upon any such termination, rent shall be prorated as of and paid through the date such injury or damage occurred, or the date of last possession by Tenant, whichever is later, and the parties shall be relieved of further obligations hereunder; provided, however, that nothing contained herein nor any termination pursuant hereto shall release or be construed to release Tenant from liability for any injury or damage to the Leased Premises, or the building of which the Leased Premises are a part, directly or indirectly caused by any act, omission, abuse or negligence of Tenant or any person claiming under Tenant, or the family members, guests, visitors, invitees, licensees, agents, employees or contractors of Tenant or any such person. If this Lease is not terminated as provided above following any such injury or damage, except any such injury or damage caused directly or indirectly by Tenant or any person claiming under Tenant, or the family members, guests, visitors, invitees, licensees, agents, employees or contractors of Tenant or any such person, then Landlord shall proceed with reasonable diligence to repair such injury or damage and there shall be an appropriate abatement of rent, based on the extent to which the injury or damage interferes with Tenant's use of the Leased Premises, until the Leased Premises have been so repaired.

16. **PETS.** No animals may be kept permanently or harbored temporarily on or near the Leased Premises without the advance written consent of Landlord or Broker which consent may be withheld in the sole, absolute discretion of Landlord. The Landlord or Broker gives consent for the following animals to be kept on the Leased Premises:

Breed: NONE Weight: NONE Pet's Name NONE

**Non-Refundable Pet Fee:** A non-refundable pet fee of \$ 0 shall be owed and payable concurrently with the execution of this Lease, in addition to the Security Deposit (§ 2) then due.

**Monthly Pet Fee:** An additional charge of \$ 0 per month shall be owed and payable as additional rent in consideration for the above-referenced animals being kept on the Leased Premises.

Notwithstanding the payment of the Non-Refundable Pet Fee and Monthly Pet Fee, Tenant shall be liable to Landlord for all costs and damages incurred by Landlord by reason of the above-referenced animals being kept on the Leased Premises and Landlord may recover such costs and damages from Tenant's Security Deposit, pursuant to the terms of § 2 herein.

17. **PARKING AND STORAGE.** The Leased Premises shall include the following parking area 2 Car garage and storage areas: Storage shed in Back yard

The use of such areas shall be governed by such rules and regulations as may be issued from time to time by Landlord, Broker, Homeowner's Association, and all local and state laws, regulations, and ordinances. Tenant shall not keep any hazardous, flammable or illegal substances in parking or storage areas. Tenant's use of parking and storage areas shall be at Tenant's sole risk and with the express understanding and agreement that Landlord and Broker shall not be liable for personal injury or property damage or loss suffered or incurred therein or thereon.

18. **LIMITATION OF LIABILITY; INDEMNIFICATION BY TENANT. TENANT AGREES THAT LANDLORD AND BROKER SHALL NOT BE LIABLE FOR ANY PERSONAL INJURY OR LOSS OR DAMAGE TO PROPERTY WHICH IS CAUSED BY A FAILURE OR**

Landlord: \_\_\_\_\_ Date: \_\_\_\_\_ Tenants: \_\_\_\_\_ Date: \_\_\_\_\_

**MALFUNCTION OF THE SEWER OR WATER SYSTEM, GAS OR HEATING SYSTEM, OR ELECTRICAL SYSTEM WHEN SUCH FAILURE OR MALFUNCTION IS THE RESULT OF ACTS OR OMISSIONS BEYOND THE DIRECT CONTROL OF LANDLORD OR BROKER, NOR SHALL LANDLORD OR BROKER BE LIABLE, IN THE EVENT THE LEASED PREMISES ARE PART OF A BUILDING CONTAINING MORE THAN ONE UNIT, FOR ANY PERSONAL INJURY OR LOSS OR DAMAGE TO PROPERTY THAT MAY RESULT FROM OR ARISE OUT OF ANY ACTS OR OMISSIONS OF OTHER TENANTS OR OCCUPANTS IN THE BUILDING IN WHICH THE LEASED PREMISES ARE LOCATED, OR THEIR GUESTS OR PETS, WHEN SUCH ACTS OR OMISSIONS ARE BEYOND THE DIRECT CONTROL OF LANDLORD OR BROKER.** In the event that Tenant, any member of Tenant's household or any of Tenant's guests has reason to believe that s/he has or may assert any claim against Landlord, any of Landlord's agents or employees, Broker, or any of Broker's agents or employees for personal injury, property damage or loss, or otherwise, s/he shall notify Landlord or Broker in writing within thirty days of the happening of the event(s) giving rise to such claim. The failure to give such notice shall relieve Landlord, Landlord's agents and employees, Broker, and Broker's agents or employees from any and all liabilities for such claims.

**19. GENERAL LIABILITY INSURANCE.** Tenant expressly acknowledges that Landlord's insurance does not cover Tenant's personal possessions in the event of loss or damage due to fire, windstorm, flood, theft, vandalism, or other similar causes. Tenant shall, at its own expense, maintain a policy of comprehensive general liability insurance with respect to the Leased Premises, with the premiums thereon fully paid on or before the due date. Such insurance policy shall be issued by and binding upon an insurance company approved by LANDLORD, and shall afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. TENANT shall provide LANDLORD with current Certificates of Insurance evidencing TENANT's compliance with this Paragraph. The purpose of said insurance will be for Tenant to indemnify Landlord, his agents, and employees against, and hold Landlord, his agents, and employees harmless from, any and all demands, actions, claims, fines, penalties, damages (including consequential damages), losses, liabilities, judgments, expenses (including, without limitation, reasonable attorneys' fees) or other harm incurred in connection with or arising from: (a) the use or occupancy of the Leased Premises by Tenant or any person claiming under Tenant; (b) any activity, work, or thing done, or permitted or suffered by Tenant in or about the Leased Premises; (c) any acts, omissions, or negligence of Tenant or any person claiming under Tenant, or the contractors, agents, employees, invitees, licensees, family members, guests or visitors of Tenant or any such person; (d) any breach, violation, or nonperformance by Tenant or any person claiming under Tenant or the employees, agents, contractors, invitees, licensees, family members, guests or visitors of Tenant or any such person of any term, covenant, or provision of this Lease or any law, ordinance, or governmental requirement of any kind; or (e) (except for loss of use of all or any portion of the Leased Premises or Tenant's property located within the Leased Premises which is proximately caused by or results proximately from the negligence of Landlord or Broker), any injury or damage to the person or property of Tenant, Tenant's employees, agents, contractors, invitees, licensees, family members, guests, visitors, or any other person entering upon the Leased Premises under the express or implied invitation of Tenant. If any action or proceeding is brought against Landlord, his employees, or agents by reason of any such claim, Tenant, upon notice from Landlord, will defend the claim at Tenant's expense with counsel reasonably satisfactory to Landlord.

**20. ABANDONMENT.** In the event Tenant vacates or abandons the Leased Premises prior to the termination of this Lease, Tenant expressly authorizes Landlord and Broker, at Landlord's option, to re-enter and re-rent the Leased Premises for the benefit of Tenant WITHOUT EFFECTING A TERMINATION OF THIS LEASE. All expenses incurred by Landlord in re-renting the Leased

Premises, including a charge for Landlord's time expended in such re-renting, shall be borne by Tenant, and any rent received as a result of that renting may be applied to the amounts due to Landlord from Tenant under this Lease. **IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT TENANT'S OBLIGATION TO PAY THE RENT SHALL CONTINUE FOR THE FULL TERM OF THIS LEASE, NOTWITHSTANDING ANY SUCH RE-RENTAL OF THE LEASED PREMISES.**

21. **DEFAULT BY TENANT.** In the event Tenant fails to pay the rent or any portion thereof when due, and three days' notice in writing has been given to Tenant requiring in the alternative the payment of the rent or possession of the Leased Premises, Landlord may, without further notice to Tenant, terminate Tenant's right to possession of the Leased Premises under this Lease. In the event that Tenant shall default in the performance of any of the terms, covenants or conditions contained in this Lease other than the promise to pay rent, or if Tenant shall fail to comply with any rules and regulations incorporated herein or hereafter established pursuant to the terms of this Lease, and three days' notice in writing has been given to Tenant requiring in the alternative the compliance with such term, covenant, condition, rule or regulation or the delivery of possession of the Leased Premises, Landlord may, without further notice to Tenant, terminate Tenant's right to possession of the Leased Premises; provided, however, that if such default is not curable, no cure period shall be applicable and Landlord may terminate Tenant's right to possession of the Leased Premises by giving Tenant three days' written notice of intention to terminate, and provided, further, that if Tenant has defaulted in the performance of the same obligation more than once in any twelve consecutive month period, no cure period shall be applicable with respect to the second and any subsequent such default and Landlord may terminate Tenant's right to possession of the Leased Premises in such event by giving Tenant three days' written notice of intention to terminate. Without limiting the generality of the foregoing, Tenant expressly acknowledges that the following shall be material, non-curable defaults for purposes of this Section: any transfer or assignment of this Lease or any sublease of all or any portion of the Leased Premises in violation of the provisions of this Lease; and the making of any physical alterations of or in the Leased Premises in violation of the provisions of this Lease. Tenant further expressly waives the requirements of C.R.S. §13-40-104(1)(e), as amended, or any similar or subsequently enacted statutory provision, to the extent any such provision requires or may require any notice or cure period in addition to the notice and cure rights set forth above in this Section with respect to defaults in the performance of any terms, covenants or conditions other than the promise to pay rent, or with regard to the failure to comply with rules or regulations incorporated herein or hereafter established pursuant to this Lease. **TENANT UNDERSTANDS AND ACKNOWLEDGES THAT EVEN IF TENANT'S RIGHT TO POSSESSION IS TERMINATED, THIS LEASE AND TENANT'S OBLIGATIONS UNDER THIS LEASE, INCLUDING THE OBLIGATION TO PAY RENT, SHALL CONTINUE FOR THE FULL TERM OF THIS LEASE, AND LANDLORD SHALL HAVE THE RIGHTS DESCRIBED IN THIS LEASE.**

22. **ABANDONED PROPERTY.** Upon the termination of this Lease or upon vacation or abandonment of the Leased Premises by Tenant, any personal property left by Tenant on the Leased Premises or surrounding area will be considered abandoned property. Tenant agrees that Landlord may, at Landlord's option, immediately remove any such abandoned property and place it in storage at Tenant's expense, and dispose of such property in any manner that Landlord deems proper, without notice to Tenant, after the expiration of thirty days from the date of removal of such property from the Leased Premises.

23. **LANDLORD'S LIEN.** Landlord shall have and is hereby granted a lien upon Tenant's personal property which is on or in the Leased Premises for the amount of any unpaid rent or other sum due from Tenant under this Lease and for the costs of enforcing the lien, including reasonable attorneys' fees. Such lien may be enforced in the same manner and according to the same procedures as a Colorado statutory landlord's lien.

24. **NOTICE.** Unless otherwise specified by law or in this Lease, all notices required or permitted pursuant to the terms of this Lease shall be in writing and shall be delivered to the other party personally, or sent by first class mail, postage prepaid, or, if to Tenant, securely and conspicuously posted, as follows:

If to Tenant:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to Landlord:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to Broker:

Palm Realty  
10941 Redington Dr.  
Rayton, Co 80931

If this Lease is signed on behalf of Tenant by more than one person, notice given to any one such person shall be deemed notice to all such persons. Landlord may change the address to which future notices shall be sent by giving written notice of such change.

25. **ATTORNEYS' FEES.** In the event of any dispute, arbitration, or litigation between Landlord and Tenant arising out of or in any way related to this Lease, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees from the losing party.

26. **MISCELLANEOUS.** If any provision of this Lease shall be declared invalid or unenforceable, the remainder of this Lease shall continue in full force and effect. Landlord has the right to waive any one or more breaches of this Lease, and any such waiver shall not be considered to be a continuing waiver or a waiver of a subsequent breach of the same or a different provision of this Lease. This Lease shall be subordinate to all existing and future mortgages and deeds of trust upon or affecting the Leased Premises or the property upon which the Leased Premises are located. The Landlord shall have such rights and remedies as are contained in this Lease, and such rights and remedies shall be cumulative and shall not be exclusive of any other rights or remedies available at law or in equity or by statute or otherwise. Any grammatical changes shall be implied whenever necessary to change the gender and number of the parties to this Lease so that the wording in the Lease shall reflect the accurate fact. This Lease contains the entire agreement of the parties, and may not be altered or amended except by written agreement signed by both parties. This Lease shall bind and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and permitted assigns. If this Lease is signed on behalf of Tenant by more than one person, then the liability of the persons so signing shall be joint and several.

27. **MOLD DISCLOSURE AND WAIVER.** Mold contaminants may exist in the property of which Landlord is unaware. These contaminants generally grow in places where there is or may have been excessive moisture, such as where leakage may have occurred in roofs, pipes, walls, plant pots, or where there has been flooding; these conditions may be identified with a typical home inspection.

Landlord recommends tenant(s) obtain a home inspection to better determine the condition of the property. Neither the Landlord nor the Landlord's agents are experts in the field of mold contaminants. In the event suspect mold contamination is discovered, it is recommended that Tenant(s) satisfy themselves as to property condition by having a mold inspection performed. The cost and quality of such inspections may vary.

**WAIVER: TENANT(S) AGREES TO HOLD LANDLORD AND ALL ITS AGENTS HARMLESS IN THE EVENT ANY MOLD CONTAMINANTS ARE DISCOVERED ON THE PROPERTY. TENANT UNDERSTANDS MOLD IS A NATURALLY OCCURRING MICROBE AND THAT MOLD SHOULD POSE NO HEALTH THREAT UNLESS CONCENTRATED AT HIGH LEVELS IN THE LIVING ENVIRONMENT. LANDLORD AND ALL AGENTS AGREE THAT IN THE EVENT MOLD LIKE CONTAMINATION IS DISCOVERED, THIS CONDITION WILL BE IMMEDIATELY REPORTED TO THE TENANT(S). THE ONLY WAY TO DETERMINE IF A MOLD LIKE SUBSTANCE IS TRULY MOLD OR IS PRESENT AT HIGH LEVELS IS THROUGH SAMPLE COLLECTING AND ANALYTICAL TESTING.**

INITIALS: \_\_\_\_\_  
\_\_\_\_\_

28. **ADDITIONAL PROVISIONS.**

**a. Prohibited Conduct.** Tenant and all occupants or guests may not engage in the following prohibited activities: loud or obnoxious conduct, including unreasonable odors; disturbing or threatening the rights, comfort, health, safety, or convenience of others in or near the Leased Premises, including unreasonably hostile communications with the Landlord or the Landlord's representatives, including unreasonably foul language; engaging in or threatening violence; possessing a weapon prohibited by Colorado Law; discharging a firearm near the House; displaying or possessing a gun, knife, or other weapon; acts prohibited by statute, ordinance or rules and regulations of any government entity or homeowner association; conduct which results in the issuance of a nuisance letter or notification of violation from any governmental agency; soliciting business or contributions; using the House for any purpose other than residential use including but not limited to operating a business or childcare service; storing anything in closets having gas appliances; tampering with utilities; or, using or bringing hazardous materials into the House or yard.

**b. Illegal Drugs and Hazardous Materials.** Tenant, his/her household members, occupants and guests may not engage in the possession, use, sale, manufacture or distribution of illegal drugs or drug paraphernalia as such activities shall constitute a material breach of this Lease and shall constitute cause for immediate eviction.

**c. Smoking Policy.** Smoking is prohibited in any area of the leased premises including enclosed areas such as garages and storage facilities as well as outdoor areas. In accordance with the Colorado Clean Indoor Air Act, for purposes of this lease "smoking" means: the burning of a lighted cigarette, cigar, pipe, or any other matter or substance that contains tobacco, marijuana or any illegal substance. This provision applies to tenants, his/her household members and guests. It is the responsibility of the tenant to inform his/her guests of the no smoking provision of this lease and prohibit smoking by his/her household members or guests while on the premises. Smoking by the tenant, members of his/her household, or his/her guests in any area of the leased premises is a violation of this lease. A breach of this provision shall be considered a material breach of the lease and grounds for termination of the lease by the Landlord. The tenant shall be responsible for any and all expenses to clean the Leased Premises and eradicate all smoke affected areas including but not limited to paint and carpet, etc. All cigarette butts must be disposed of properly. Tenant acknowledges that smoking is not permitted in common areas in or around the Leased Premises however should cigarette butts appear on the

Leased Premises, Tenant agrees to properly dispose of cigarette butts and further agrees that proper disposal does not include leaving such butts on the ground in or around the Leased Premises.

**d. Medical Marijuana:** The laws of Colorado regarding medical marijuana laws do not and cannot override federal drug laws. Tenant shall not, for any reason, possess, grow, sell, distribute, transport, cultivate or manufacture marijuana or THC in any form.

**e. Military Clause.** If Tenant is a member of the United States Armed Forces, Tenant may terminate this Lease upon written notice if Tenant receives permanent change of station orders from the area in which the Leased Premises is located. Such notice of termination shall become effective thirty (30) days after the date the notice is served upon Landlord and rent shall be prorated so that Tenant shall only be obligated to pay rent for that period of time from when the rent is due until the scheduled termination day.

**f. Garage Door Openers.** Landlord shall not be responsible for providing or maintaining garage door openers. If Leased Premises includes garage door opener upon commencement of the Term of this Lease, Tenant shall be responsible for maintaining the condition of such garage door opener. If Leased Premises does not include garage door opener upon commencement of the Term of this Lease, Tenant may have a garage door opener professionally installed upon receipt of written authorization from Landlord, which Landlord may withhold in Landlord's sole subjective discretion. Tenant shall thereafter be responsible for maintaining and repairing garage door opener. Any damage resulting from the installation, maintenance or removal of garage door opener shall be the sole responsibility of Tenant.

*See Addendum established with Original Lease.*

29. **LEAD-BASED PAINT DISCLOSURE.** Tenant has received and read the Lead-Based Paint Disclosure, attached as Appendix A.

*N* INITIALS: \_\_\_\_\_  
*A* \_\_\_\_\_

30. **ACKNOWLEDGMENT.** By signing this Lease, Tenant expressly acknowledges that Tenant has thoroughly read and fully understands this Lease, and that Tenant has received a true and correct photocopy of this Lease from Landlord. Tenant also acknowledges that he/she has been advised to seek legal counsel.

IN WITNESS WHEREOF, this Lease has been entered into as of the day and year of mutual execution below:

TENANT:

LANDLORD:

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

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

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

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

Received:

Rent for \_\_\_\_\_, 201\_\_ \$ \_\_\_\_\_  
Security Deposit ..... \$ \_\_\_\_\_  
Pet Deposit (Non-Refundable) ..... \$ \_\_\_\_\_  
Other \_\_\_\_\_ \$ \_\_\_\_\_  
TOTAL ..... \$ \_\_\_\_\_

# of Keys \_\_\_\_\_ # of Remotes \_\_\_\_\_

*Renewal  
only.*

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

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

APPENDIX A

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (LP46-5-04)

Lead-Based Paint Disclosure (Rentals)

Attachment to Residential Lease or Rental Agreement for the Property known as:

Street Address City State Zip

WARNING! LEAD FROM PAINT, DUST, AND SOIL CAN BE DANGEROUS IF NOT MANAGED PROPERLY

Penalties for failure to comply with Federal Lead-Based Paint Disclosure Laws include treble (3 times) damages, attorney fees, costs, and a penalty up to \$10,000 (plus adjustment for inflation) for each violation.

Disclosure for Target Housing Rentals and Leases

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

Landlord's Disclosure to Tenant and Real Estate Licensee(s)

- (a) Landlord acknowledges that Landlord has been informed of Landlord's obligations. Landlord is aware that Landlord must retain a copy of this disclosure for not less than three years from the commencement of the leasing period.
(b) Presence of lead-based paint and/or lead-based paint hazards (check one box below):
(c) Records and reports available to Landlord (check one box below):

Tenant's Acknowledgment

- (d) Tenant has read the Lead Warning Statement above and understands its contents.
(e) Tenant has received copies of all information, including any records and reports listed by Landlord above.
(f) Tenant has received the pamphlet "Protect Your Family From Lead in Your Home".

Real Estate Licensee's Acknowledgment

Each real estate licensee signing below acknowledges receipt of the above Landlord's Disclosure, has informed Landlord of Landlord's obligations and is aware of licensee's responsibility to ensure compliance.

Landlord: Date: Tenants: Date:

**Certification of Accuracy**

I certify that the statements I have made are accurate to the best of my knowledge.

_____ Landlord	_____ Date	_____ Tenant	_____ Date
_____ Landlord	_____ Date	_____ Tenant	_____ Date
_____ Real Estate Licensee (Listing)	_____ Date	_____ Real Estate Licensee (Leasing)	_____ Date

*X*  
*A*



**All American Maintenance Inc.**

1925 Aeroplaza Drive Colorado Springs, CO 80916  
Phone (719) 637-0313 Fax (719) 637-1378

Paint Brush Hills Metropolitan District  
Attn: Leon Gomes, District Manager  
C/O Special District Management Services, Inc.  
141 Union Boulevard, Suite 150  
Lakewood, Colorado 80228

December 6, 2013

Attn: Leon Gomes, District manager

Dear Valued Customer,

I want to take the time to let you know that we look forward to doing business with you in the future and that we value you as a business customer and hope you're equally happy with All American Maintenance, Inc. Our promise is to serve you to the fullest so we would like to hear from you to make sure you're getting everything you need.

Let me also assure you that by choosing All American, you've made the right choice for your landscape grounds maintenance and snow removal service. Our mission is to provide you the best in customer service so we're constantly making product and service improvements.

For example we are expanding our business with additional staff to accommodate anticipated growth. This includes exploring various ways to provide you with a higher level of customer service, product and support.

If you have any questions about what's new at All American Maintenance, Inc., need to discuss your current service or if you have new service needs. We promise to give your request immediate attention. We look forward to you being an All American Maintenance, Inc. customer.

Sincerely,

John P. Rettig  
General Manager  
All American Maintenance, Inc.

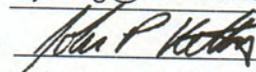
**PROPOSAL FORM**  
**2014 Contract for Landscape Maintenance for the Properties of  
 Paint Brush Hills Metropolitan District**

The undersigned Contractor proposes and agrees that it will enter into a contract with Paint Brush Hills Metropolitan District (PBHMD), and will perform the landscape maintenance, described as Project Items and as accepted by the District, all pursuant to the terms and conditions outlined, and will furnish all the labor, materials, tools, equipment, transportation and services for said maintenance conforming to Project Specifications and for prices or amounts set forth below. The District reserves the right, in its sole discretion, to accept a proposed price for one or more but not all of the following items and the right to reject any or all proposals or waive any informalities and/or irregularities in the proposals received. Contractor may submit one proposed price for all items.

<u>Item #</u>	<u>Description</u>	<u>Amount</u>
1.	Turf Mowing	\$ _____
2.	Edging	\$ _____
3.	Fertilization & Weed Control	\$ _____
4.	Aeration	\$ _____
5.	Sprinkler System	\$ _____
6.	Non-Turf & Native Areas	\$ _____
7.	Trees & Shrubs	\$ _____
8.	Trash & Debris	\$ _____
1-8.	Total price for full-service, entire season	\$ <u>17,940.00</u>

Also include your company's price per hour for:

Sprinkler Repair	\$ <u>55.00</u> / person-hour
General Laborer	\$ <u>40.00</u> / person-hour

Company Name: All American Maintenance, Inc.  
 Company Address: 1925 Aeroplaaza Dr.  
Colorado Springs, CO 80916  
 Company Telephone: 719-637-0313  
 Company E-Mail: jrettig@allamericangrounds.com  
 Authorized Signature:   
 Print Name & Title: John P. Rettig, General Manager  
 Date of Signature: 12-6-2013

## Current Projects

### **Flying Horse Metro District and HOA Tracts**

Location: North Gate Blvd. and Highway 83  
Managed by: Hammersmith Management, Inc.  
Linda Horensavitz  
1155 Kelly Johnson Blvd., Suite #495  
Colorado Springs, CO 80920  
Phone: 719-389-0700  
Fax: 719-328-0576

### **Village 7 Home Owner Association**

Location: North Carefree Circle and Nonchalant Circle  
Managed by: Hammersmith Management, Inc.  
Steve Emery  
1155 Kelly Johnson Blvd., Suite #495  
Colorado Springs, CO 80920  
Phone: 719-389-0700  
Fax: 719-328-0576

### **Briargate Crossing Owners Association & Briargate Crossing Medical Owners Association**

Location: Briargate Parkway and Union Blvd.  
Managed by: La Plata Communities  
Mike Ruebenson  
1755 Telstar Drive, Suite #450  
Colorado Springs, CO 80920  
Phone: 719-260-7477  
Fax: 719-260-7088

### **City Parks & Recreation**

Location: 15 Sites in the city  
Managed by: City Parks & Recreation  
Stacy Rawlins  
1401 Recreation Way  
Colorado Springs, CO 80905  
Phone: 719-637-0953  
Fax: 719-385-6579

### **Stetson Metro District**

Location: Stetson Hills Blvd. and Peterson Rd.  
Managed by: Hammersmith Management, Inc.  
Steve Emery  
1155 Kelly Johnson Blvd., Suite #495  
Colorado Springs, CO 80920  
Phone: 719-389-0700  
Fax: 719-328-0576



December 3, 2013

Paint Brush Hills Metropolitan  
Londondary Dr.  
Colorado Springs, CO 80831

Regarding: Quote Number 2009, Paint Brush Hills Metropolitan District Maintenance Contract

Attention: Leon Gomes

Bid Description ; The price below reflects all labor, equipment and materials for the contract provided by PBHMD to meet all required services according to the TASK PLAN stated in the contract.

For the Above,

The Lump Sum Amount of \$31,890.00

We thank you for your business.

Sincerely,

Daniel Mulvey



# PROPOSAL SUMMARY

**Date:** 14-Nov-13

**Entity:** Paint Brush Hills Metropolitan District  
 c/o Special District Management Services, Inc.  
 141 Union Blvd., Suite 150  
 Lakewood, CO 80228-1898

**Broker:** T. Charles Wilson Insurance Service  
 384 Inverness Parkway  
 Centennial, CO 80112

Proposal #:	Entity ID:	Effective Date:	Expiration Date:	Proposal Date:
27C60660-3725	60660	01-Jan-14	01-Jan-15	14-Nov-13

Coverage:	Contribution:
General Liability and Pollution Extension	\$2,668.92
Public Officials Liability	\$1,118.00
Auto Liability	\$846.97
Non-Owned / Hired Auto Liability	\$132.00
Auto Physical Damage	\$306.63
Hired Auto Physical Damage	\$65.00
Excess Liability	\$0.00
Property	\$10,532.71
Earthquake	\$0.00
Flood	\$0.00
Equipment Breakdown / Boiler and Machinery	\$1,670.94
Comprehensive Crime and ID Recovery Extension	\$122.65
Above Ground Storage Tanks	\$0.00
Under Ground Storage Tanks	\$0.00
<b>Total Estimated Contribution</b>	<b>\$17,463.82</b>

**An 8% credit has been applied to districts where their Workers' Compensation is also placed with the CSD Pool. Otherwise, an 8% credit is available when districts participate in both the Property/Liability and Workers' Compensation programs. Not applicable to minimum contributions.**

Colorado Special Districts Property and Liability Pool  
 c/o McGriff, Seibels & Williams, Inc.  
 POB 1539  
 Portland, OR 97207-1539  
 Phone: 1-800-318-8870 / Fax: 503-943-6622



## Public Entity Liability Proposal

### This Proposal Does Not Bind Coverage

**Proposal Number:** 27C60660-3725

**Coverage Period:** 1/1/2014 to 1/1/2015

**Named Member:**

Paint Brush Hills Metropolitan District  
 c/o Special District Management Services, Inc.  
 141 Union Blvd., Suite 150  
 Lakewood, CO 80228-1898

**Broker of Record:**

T. Charles Wilson Insurance Service  
 384 Inverness Parkway  
 Centennial, CO 80112

**This Proposal is provided only those coverages indicated below for which a contribution is shown.**

Coverage	Per Occurrence Limit	Annual Aggregate	Deductible	Contribution
<b>Public Entity Liability Coverage including:</b>	\$1,000,000	None	None	\$2,668.92
General Liability	Included	None	None	Included
Medical Payments - Premises	\$10,000	\$10,000	None	Included
Employee Benefits Admin. Liability	Included	None	None	Included
Public Officials Liability	Included	None	\$1,000	\$1,118.00
Employment Practices Liability	Included	None	* See Below	Included
Pre Loss Legal Assistance	\$2,000	\$4,000	None	Included
No-Fault Water & Sewer BackUp	\$15,000	\$30,000	\$500	Included
Cyber Liability	\$200,000	**\$1,000,000	None	Included
Fiduciary Liability	\$200,000	**\$1,000,000	None	Included
Excess Liability	No Coverage	No Coverage	N/A	No Coverage
Auto Liability	Included	None	None	\$846.97
Medical Payments - Auto	\$10,000	\$10,000	None	Included
Non-Owned/Hired Auto Liability	Included	None	None	\$132.00
Uninsured Motorist	\$1,000,000	None	None	Included
<b>Auto Physical Damage</b>	Per Schedule	Per Schedule	Per Schedule	\$306.63
Hired Auto Physical Damage	\$50,000	None	\$500/\$500	\$65.00
Auto Physical Damage - Employee Deductible Reimbursement	\$2,500	None	N/A	Included
<b>Total Contribution:</b>				<b>\$5,137.52</b>

\* Employment Practices Liability Deductible: 50% of loss, subject to a maximum deductible of \$100,000 each occurrence.

\*\*Cyber Liability and Fiduciary Liability each have a \$1,000,000 All Member Annual Aggregate Limit.

**Additional forms applicable to member:**

Public Entity Liability – No-Fault Water & Sewer BackUp - N/A

Sanitation Maintenance Warranty Deductible - N/A

**To effect coverage, please sign, date and return this form before requested effective date. Fax is acceptable. Named Member must be a member of the Special District Association of Colorado to bind coverage.**

Accepted by: \_\_\_\_\_  
 Authorized Representative/Agent

Date: \_\_\_\_\_  
 Requested Effective



## Pollution Liability Proposal

### This Proposal Does Not Bind Coverage

**Proposal Number:** 27C60660-3725

**Coverage Period:** 1/1/2014 to 1/1/2015

**Named Member:**

Paint Brush Hills Metropolitan District  
c/o Special District Management Services, Inc.  
141 Union Blvd., Suite 150  
Lakewood, CO 80228-1898

**Broker of Record:**

T. Charles Wilson Insurance Service  
384 Inverness Parkway  
Centennial, CO 80112

<b>Coverage:</b>	<b>Clean-up Costs - New Pollution Event</b> All covered claims for Bodily Injury, Property Damage, or Remediation Costs arising out of a pollution condition and first made and reported during this policy period including above ground tanks as scheduled.
<b>Coverage Trigger:</b>	This provides coverage on a discovery and/or claims-made and reported basis. A new "pollution event" must be first "discovered" and/or a "claim" must be made against a "member" during the "coverage period" and such "discovery" or "claim" must be reported to ACE in writing during the "coverage period" or during an applicable extended reporting period.
<b>Form:</b>	<b>Claims-Made Coverage Form</b>
<b>Limits:</b>	\$1,000,000 Per Pollution Condition - Per Occurrence Per Member \$5,000,000 Annual Aggregate All Pollution Conditions - All Members Combined
<b>Deductible:</b>	\$1,000 Each Pollution Event
<b>Retroactive Date:</b>	January 1, 2010
<b>Defense Costs:</b>	Defense and Settlement Reduce the Limits of Liability
<b>Major Exclusions:</b>	Asbestos; Lead; Contractual Liability; Divested Property; Fungi; Known Conditions; Lead Based Paint; Landfills or Recycling Facilities; Fines and Penalties; Silica; War; and Underground Storage Tanks.  <i>Refer to the Coverage Documents for a complete list of all exclusions</i>
<b>Insurance Carrier:</b>	ACE American Insurance Company
<b>Contribution:</b>	Basic Pollution automatically included when a member participates in the Pool's Liability Program.  <b>Underground Storage Tanks are excluded, however can be insured with a completed application, underwriting approval and payment.</b>

**Pollution Liability coverage is an automatic extension of General Liability coverage. To effect coverage, please sign, date and return the General Liability portion of this proposal before requested effective date. Fax is acceptable.**

**Named Member must be a member of the Special District Association of Colorado to bind coverage.**



## Property Proposal

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### **This Proposal Does Not Bind Coverage**

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**Proposal Number:** 27C60660-3725

**Coverage Period:** 1/1/2014 to 1/1/2015

**Named Member:**

Paint Brush Hills Metropolitan District  
c/o Special District Management Services, Inc.  
141 Union Blvd., Suite 150  
Lakewood, CO 80228-1898

**Broker of Record:**

T. Charles Wilson Insurance Service  
384 Inverness Parkway  
Centennial, CO 80112

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**Amount of Coverage: (Per occurrence except Earthquake and Flood)**

- \$4,141,000 Reported Buildings, Business Personal Property and EDP per Schedule
- \$250,000 Business Income including Extra Expense/Rental Income unless a higher limit is specified on Schedule.
- \$22,700 Portable Equipment, Mobile Equipment, and other Inland Marine Scheduled items.
- \$0 Excess of \$2,000,000 Flood Limit, per occurrence and annual aggregate, per Property Schedule. Flood Zones A, AO, AE and V are subject to \$30,000,000 per occurrence and all member annual aggregate limit.
- \$0 Excess of \$2,000,000 Earthquake Limit, per occurrence and annual aggregate, per Property Schedule.

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- Locations Covered:** Per Schedules on file. Property in Course of Construction must be shown on schedule to be covered.
- Report of Values:** Annual statement of values must be submitted and additions/deletions are to be reported as they occur
- Perils Covered:** Risks of Direct Physical Loss subject to the terms, conditions and exclusions in the Master Property Coverage Document.
- Deductibles:** \$500.00 Per occurrence except where noted on Member's Schedules.
- Earthquake - 2% per occurrence of the value of the covered damaged property at the time loss occurs, subject to a \$5,000 minimum and \$50,000 maximum.
- Flood - 2% per occurrence of the value of the covered damaged property at the time loss occurs, subject to a \$5,000 minimum and \$50,000 maximum.
- Contribution:** \$10,532.71

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**To effect coverage, please sign, date and return this form before requested effective date. Fax is acceptable.  
Named Member must be a member of the Special District Association of Colorado to bind coverage.**

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Accepted by: \_\_\_\_\_  
Authorized Representative/Agent

Date: \_\_\_\_\_  
Requested Effective



## Equipment Breakdown / Boiler and Machinery Proposal

### This Proposal Does Not Bind Coverage

**Proposal Number:** 27C60660-3725

**Coverage Period:** 1/1/2014 to 1/1/2015

**Named Member:**

Paint Brush Hills Metropolitan District  
c/o Special District Management Services, Inc.  
141 Union Blvd., Suite 150  
Lakewood, CO 80228-1898

**Broker of Record:**

T. Charles Wilson Insurance Service  
384 Inverness Parkway  
Centennial, CO 80112

**Objects Insured:** Covered Property that (1) generates, transmits or utilizes energy, including electronic communications and data processing equipment; or (2) which during normal usage, operates under vacuum or pressure, other than the weight of its contents.

**Limits:** Equipment Breakdown Program Loss Limit: \$50,000,000 or Total Insured Values (100% Buildings, Contents and EDP) whichever is less.

<b>Sub Limits:</b> Business Income / Extra Expense	\$250,000
Service Interruption	\$250,000
Expediting Expenses	\$250,000
Hazardous Substances	\$250,000
Perishable Goods / Spoilage	\$250,000
Data Restoration	\$250,000
Off-Premises Property Damage	\$250,000
Rental Income	\$250,000
Demolition & Increased Cost of Construction	\$1,000,000
90 Day Reporting for Newly Acquired Locations	\$1,000,000
Green Construction upgrade	\$25,000
Computer Equipment	Included
Flood Drying Out	Included
Portable Equipment	Included
CFC Refrigerants	Included
Defense	Included

**Deductibles:** \$1,000 Each Occurrence, except:

24-Hour Waiting Period (for BI/EE/Perishable Goods) and for Service Interruption.

**Locations:** Property must be at a location described in the Named Member's current property schedule with the Pool; must be owned, leased, or operated under the control of the Named Member. (Except for Service Interruption.)

**Contribution:** \$1,670.94

To effect coverage, please sign, date and return this form before requested effective date. Fax is acceptable.  
Named Member must be a member of the Special District Association of Colorado to bind coverage.

Accepted by: \_\_\_\_\_  
Authorized Representative/Agent

Date: \_\_\_\_\_  
Requested Effective

Quote Date: Thursday, November 14, 2013



## Comprehensive Crime Proposal

Insured by the Fidelity and Deposit Insurance Co. of Maryland  
Master Policy Number: CCP0037259

### This Proposal Does Not Bind Coverage

**Proposal Number:** 27C60660-3725

**Coverage Period:** 1/1/2014 Until Cancelled

**Named Member:**

**Billing Period:** 1/1/2014 to 1/1/2015

Paint Brush Hills Metropolitan District  
c/o Special District Management Services, Inc.  
141 Union Blvd., Suite 150  
Lakewood, CO 80228-1898

**Broker of Record:**

T. Charles Wilson Insurance Service  
384 Inverness Parkway  
Centennial, CO 80112

**Covered ERISA Plan:**

**Coverage, Limits of Insurance and Deductibles**

**Limits:**

**Public Employee Dishonesty Coverage:**

\$5,000

- Limit is Per Loss
- Faithful Performance of Duty
- Officers, Directors and Trustees
- Welfare and Pension Plan ERISA Compliance if Covered Plan is shown on application
- Volunteer Workers as Employees

**Forgery or Alteration Coverage:**

\$5,000

**Theft, Disappearance, and Destruction Coverage:**

Inside Premises

\$5,000

Outside Premises

\$5,000

**Computer and Funds Transfer Fraud Coverage:**

Limits are equal to Employee Dishonesty Coverage or \$25,000 whichever is less

**Debit, Credit or Charge Card Forgery Coverage:**

Limits are equal to Employee Dishonesty Coverage or \$25,000 whichever is less

**Money Orders and Counterfeit Paper Currency Coverage:**

\$5,000

**Crime Deductible:** \$100.00

**Contribution:** \$122.65

**To effect coverage, please sign, date and return this form before requested effective date. Fax is acceptable. Named Member must be a member of the Special District Association of Colorado to bind coverage.**

Accepted by: \_\_\_\_\_  
Authorized Representative/Agent

Date: \_\_\_\_\_  
Requested Effective



## Identity Theft Recovery Proposal

### This Proposal Does Not Bind Coverage

**Proposal Number:** 27C60660-3725

**Master Policy Number:** 2014 CP IDR Form 2008-034-05

**Named Member:**

Paint Brush Hills Metropolitan District  
c/o Special District Management Services, Inc.  
141 Union Blvd., Suite 150  
Lakewood, CO 80228-1898

**Coverage Period:** 1/1/2014 Until Cancelled

**Broker of Record:**

T. Charles Wilson Insurance Service  
384 Inverness Parkway  
Centennial, CO 80112

**Member:** All permanent employees and District Board members participating in the Colorado Special Districts Property and Liability Pool; Special District Association of Colorado staff and Board of Directors.

**Coverage:** Reimbursement Coverage for Expenses arising from a defined "Identity Theft" event. Including: Legal fees for answer of civil judgements and defense of criminal charges; phone, postage, shipping fees; notary and filing fees; credit bureau reports; lost wages; child/elder care and mental health counseling.

This coverage does not reimburse the member for monies stolen or fraudulently charged to the member, and excludes loss arising from the members fraudulent, dishonest or criminal act.

<b>Limits:</b>	\$25,000 Case Management Service Expenses Legal Costs	Annual Aggregate Limit Per Member Does not reduce the limit available Reduces the limit available
<b>Sub Limits:</b>	\$5,000 Total \$1,000 Total \$1,000 Total	Lost Wages and Child/Elder Care Mental Health Counseling Miscellaneous Expenses
<b>Coverage Trigger:</b>	Coverage is provided on a discovery basis with a 60 day reporting requirement	
<b>Claims:</b>	For Recovery Assistance and Counseling please call 1-800-945-4617	
<b>Insurance Carrier:</b>	The Hartford Steam Boiler Inspection and Insurance Company	

**To effect coverage, please sign, date and return this form before requested effective date. Fax is acceptable. Named Member must be a member of the Special District Association of Colorado to bind coverage.**

Accepted by: \_\_\_\_\_  
Authorized Representative/Agent

Date: \_\_\_\_\_  
Requested Effective

## Excess Liability Options Proposal

### This Proposal Does Not Bind Coverage

*This report demonstrates what it would cost your district to increase coverage from your current level of excess liability to higher coverage level(s). For questions please call Noel, Julie, or Sandy at 1-800-318-8870.*

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**District:** Paint Brush Hills Metropolitan District

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**Policy#:** 27C60660-3725

<u>Excess Limit</u>	<u>Annual Excess Premium</u>	<u>Change in Premium</u>
\$1,000,000.00	\$657.69	\$657.69
\$2,000,000.00	\$953.18	\$953.18
\$3,000,000.00	\$1,096.15	\$1,096.15
\$4,000,000.00	\$1,146.20	\$1,146.20
\$5,000,000.00	\$1,250.00	\$1,250.00
\$6,000,000.00	\$1,500.00	\$1,500.00
\$7,000,000.00	\$1,750.00	\$1,750.00
\$8,000,000.00	\$2,000.00	\$2,000.00
\$9,000,000.00	\$2,500.00	\$2,500.00

**Note: This is not your coverage document and was created solely for informational purposes.**

**Colorado Special Districts Property and Liability Pool**

**Proposal**

General Liability Schedule

Policy Year: 1/1/2014 to 1/1/2015

27C60660-3725

*Fill-in the amount for any item that applies to your district. Mark items that do not apply with a zero.*

**\* Total Operating Expenses = Operating Expenses - Debt Service - Capital Expenditures**

**Paint Brush Hills Metropolitan District**

Per Occurrence Deductible: \$0.00

Agent: T. Charles Wilson Insurance Service

Code	Description	Unit	Amount	Effective	Expiration
				Date	Date
60001P	Skate Board Parks	Each		1/1/2014	1/1/2015
60002P	Diving Boards	Each		1/1/2014	1/1/2015
60003P	Water Slides	Each		1/1/2014	1/1/2015
60004	Maximum Bond Issued	Dollars		1/1/2014	1/1/2015
60005	Number of Bond Issues	Each		1/1/2014	1/1/2015
60020	Day Care Operations - Total Payroll	Dollars	0	1/1/2014	1/1/2015
60030F	Emt Personnel	Each		1/1/2014	1/1/2015
60031	Volunteers - Not Emt - Total Number of	Each		1/1/2014	1/1/2015
60032F	Paid Fire Fighters - (Not Emt)	Each		1/1/2014	1/1/2015
60033F	Junior Fire Fighters	Each		1/1/2014	1/1/2015
60034F	Class 1 Boats - Under 26'	Each		1/1/2014	1/1/2015
60037	Pipe Line (Under Drain)	Miles	0	1/1/2014	1/1/2015
60039S	Pipe Line (Sewer / Storm Drainage Combined)	Miles		1/1/2014	1/1/2015
60039W	Pipe Line	Miles	8	1/1/2014	1/1/2015
60060	Teachers	Each		1/1/2014	1/1/2015
60070P	Golf Courses	Each		1/1/2014	1/1/2015
60080	Go Cart Tracks	Each	0	1/1/2014	1/1/2015
60098	Additional First Named Members (Inactive Subdistricts)	Each	0	1/1/2014	1/1/2015
60105	Total Operating Expenses - Any other	Dollars	690,211	1/1/2014	1/1/2015
60130	Total Operating Expense - Park & Recreation	Dollars		1/1/2014	1/1/2015
60131	Total Operating Expense - Cemetery	Dollars		1/1/2014	1/1/2015
60132	Total Operating Expense - Soil & Water Conse	Dollars		1/1/2014	1/1/2015
60133	Total Operating Expense - Vector	Dollars		1/1/2014	1/1/2015
60134	Total Operating Expense - Hospital / Health	Dollars		1/1/2014	1/1/2015
60135	Total Operating Expense - Drainage	Dollars		1/1/2014	1/1/2015
60136	Total Operating Expense - Library	Dollars		1/1/2014	1/1/2015
60137	Total Operating Expense - Water Control	Dollars		1/1/2014	1/1/2015
60138	Total Operating Expense - Fire / Ambulance	Dollars		1/1/2014	1/1/2015
60139	Total Operating Expense - Water	Dollars		1/1/2014	1/1/2015
60140	Total Operating Expense - Irrigation	Dollars		1/1/2014	1/1/2015
60141	Total Operating Expense - Sanitation	Dollars		1/1/2014	1/1/2015
60142	Total Operating Expense - Transit	Dollars		1/1/2014	1/1/2015
60143	Total Operating Expense - Improvement	Dollars		1/1/2014	1/1/2015
60151	Total Op. Expense - Sanitation MW Discounted	Dollars	0	1/1/2014	1/1/2015
60215	Buildings & Premises - Occupied By District	Sq. Ft.		1/1/2014	1/1/2015
60250	Home Owner Association Functions	Units		1/1/2014	1/1/2015
60270	Aboveground Storage Tanks (excluding water tanks)	Each	0	1/1/2014	1/1/2015
60331	Firefighters Full-Time Paid	Each		1/1/2014	1/1/2015
60332	Firefighters Part-Time Paid	Each		1/1/2014	1/1/2015
60333	Firefighters Volunteer	Each		1/1/2014	1/1/2015

**Colorado Special Districts Property and Liability Pool**

**Proposal**

General Liability Schedule

Policy Year: 1/1/2014 to 1/1/2015

27C60660-3725

60334	EMT Full-Time Paid	Each	0	1/1/2014	1/1/2015
60335	EMT Part-Time Paid	Each	0	1/1/2014	1/1/2015
60348	Board Members - Number of	Each	3	1/1/2014	1/1/2015
60350	Employees - Permanent Full-Time	Each	1	1/1/2014	1/1/2015
60351	Employees - Permanent Part-Time	Each	0	1/1/2014	1/1/2015
60366	Total Payroll	Dollars		1/1/2014	1/1/2015
60411W	Water Delivered Annually - Millions of Gallons	MGAL		1/1/2014	1/1/2015
60414P	Playground/parks (Area)	Acres	2	1/1/2014	1/1/2015
60415P	Grandstands/Stadiums	Each		1/1/2014	1/1/2015
60420	Vacant Land	Acres	100	1/1/2014	1/1/2015
60450	Miles of Road Maintained	Miles	0	1/1/2014	1/1/2015
60522W	Lakes & Reservoirs	Each		1/1/2014	1/1/2015
60550F	Fire Department Area Served	Sq Miles		1/1/2014	1/1/2015
60671P	Number of Parks	Each	3	1/1/2014	1/1/2015
60710	Dams - Class 1 - Low Hazard - Total Acre-Feet	Acre Ft.	0	1/1/2014	1/1/2015
60712	Dams - Class 1 - Low Hazard - Number of Dams	Count	0	1/1/2014	1/1/2015
60720	Dams - Class 2 - Med Hazard - Total Acre-Feet	Acre Ft.	0	1/1/2014	1/1/2015
60722	Dams - Class 2 - Med Hazard - Number of Dams	Count	0	1/1/2014	1/1/2015
60730	Dams - Class 3 - High Hazard - Total Acre-Feet	Acre Ft.	0	1/1/2014	1/1/2015
60732	Dams - Class 3 - High Hazard - Number of Dams	Count	0	1/1/2014	1/1/2015
60811W	Spillways	Each		1/1/2014	1/1/2015
60900	Services Contracted Out	Dollars	276,500	1/1/2014	1/1/2015
60924P	Swimming Pools (Receipts)	Receipts		1/1/2014	1/1/2015
60925	Swimming Pools (how Many?)	Each		1/1/2014	1/1/2015
60946S	Sewage Taps	Each		1/1/2014	1/1/2015
60946W	Water Mains or Connections	Each		1/1/2014	1/1/2015
60947S	Sewer and/or Sanitation Line Maintenance (Verifiable)	Dollars		1/1/2014	1/1/2015
60947W	Water Line Maintenance (Verifiable)	Dollars		1/1/2014	1/1/2015
60997	Events/Fundraisers - No Alcohol Served	Each		1/1/2014	1/1/2015
60998	Events/Fundraisers - Alcohol Served	Dollars		1/1/2014	1/1/2015
60999	Prior Acts-under A Claims Made Policy	Premium		1/1/2014	1/1/2015

If your district has other exposures not common to all similar districts and not listed on the General Liability Schedule, such as: (airplanes, staff security people, bridges, day care centers, or boats) please list below. Certain activities may require a separate insurance policy.

Description	Unit	Amount	Expiration	Effective
			Date	Date

Auto Liability Per Occurrence Deductible: \$0.00

**Paint Brush Hills Metropolitan District**

Agent: T. Charles Wilson Insurance Service

Year	Make	Description	Complete Vehicle Identification #	Collision		Comprehensive		Value	AL Contribution	APD Contribution	
				Y/N	Y/N	Collision	Comp.				
Auto #:	01	Unique #: 60660A3767									
2000	Dodge	Dakota V8 4.7L Extended Cab Pickup	1B7GG22N5YS713958	Yes	Yes	\$500	\$500	\$13,250.00	\$429.74	\$187.66	
<b>Weight Class:</b>	Lgt Truck	Valuation: ACV	Term: 1/1/2014 to 1/1/2015		Model: Pickup						
Auto #:	02	Unique #: 60660A8307									
2000	Ford	Ranger	1FTZR15X8YTB28117	Yes	Yes	\$500	\$500	\$8,400.00	\$417.23	\$118.97	
<b>Weight Class:</b>	Lgt Truck	Valuation: ACV	Term: 1/1/2014 to 1/1/2015		Model: Truck						
Auto #:		Unique #:									
<b>Weight Class:</b>		Valuation:	Term:		Model:						
Auto #:		Unique #:									
<b>Weight Class:</b>		Valuation:	Term:		Model:						
<b>Total:</b>											
									\$21,650.00	\$846.97	\$306.63

- Weight Class**
- Pri Pass - (0 - 10,000 LBS)
  - Lgt Truck - (0 - 10,000 LBS)
  - Med Truck - (10,001 - 20,000 LBS)
  - Hvy Truck - (20,001 - 45,000 LBS)
  - Xhvy Truck - (OVER 45,000 LBS)
- Valuation**
- No APD = Liability Only
  - ACV = Actual Cash Value
  - RCV = Replacement Cost Valuation
- Model**
- AO = All Others
  - AMBU = Ambulance
  - DUMP = Dump Truck
  - EXCA = Excavating
  - FIRE = Fire Truck
  - LADD = Ladder Truck
  - LIV = Livery
  - MAIN = Maintenance
  - PU = Pickup
  - PUMP = Pumper
  - RESC = Rescue
  - SEDA = Sedan
  - SUV = SUV
  - TANK = Tanker
  - TRAI = Trailer
  - TRAC = Tractor
  - TRAN = Transit
  - TRUC = Truck
  - UTIL = Utility
  - VAN = 1-13 Passenger
  - VANX = 15 Passenger

**Colorado Special Districts Property and Liability Pool**

**Proposal**

Property Schedule Policy Year: 1/1/2014 to 1/1/2015

27C60660-3725

Per Occurrence Deductible: \$500.00

**Paint Brush Hills Metropolitan District**

Agent: T. Charles Wilson Insurance Service

Location/Premise Address / Description		Construction Class	Prot. Class	Valuation	Values		
Unique #:	Year Built:	Fire Resistive	6	Replacement	Property:	Quake Contrib.	Flood Contrib.
Sq. Feet:	# Stories:	Term:	1/1/2014 to 1/1/2015		Contents:		
		County:	El Paso	Ded:	EDP:		
					Business Inc:		
01-01	60660P11811						
Main Booster Station	1997				\$98,000.00	\$226	\$0
11011 Londonderry							
Peyton CO 80631				\$500.00			
01-02	60660P11812						
0.5 Mgal Water Storage Tanks	1982			Replacement	\$250,000.00	\$575	\$0
11011 Londonderry							
Peyton CO 80631				\$500.00			
01-03	60660P11813						
1.0 Mgal Water Storage Tank	2000			Replacement	\$500,000.00	\$1,151	\$0
11011 Londonderry							
Peyton CO 80631				\$500.00			
02-01	60660P11814						
Lift Station	1997			Replacement	\$38,000.00	\$87	\$0
10798 Stapleton Drive							
Peyton CO 80631				\$500.00			

**Colorado Special Districts Property and Liability Pool**

Property Schedule Policy Year: 1/1/2014 to 1/1/2015

**Proposal**  
27C60660-3725

**Paint Brush Hills Metropolitan District**

Per Occurrence Deductible: \$500.00

Agent: T. Charles Wilson Insurance Service

Location/Premise Address / Description		Construction Class	Prot. Class	Valuation	Values		
Location/Premise#:	Unique #:	Year Built:	Sq. Feet:	# Stories:	Property:	Contents:	Business Inc.:
03-01	60660P11815	1988			\$8,000.00		
Sewage Meter Pit	1988	6	Replacement				
11554 Stapleton Road		1/1/2014 to 1/1/2015					
Colorado Springs CO 80908		County: El Paso	Ded: \$500.00		\$18	\$0	\$0
04-01	60660P11816	1988			\$130,000.00		
MR Interconnect	1988	6	Replacement				
11565 Londonderry and Meridian		1/1/2014 to 1/1/2015					
Peyton CO 80831		County: El Paso	Ded: \$500.00		\$299	\$0	\$0
05-01	60660P11817	1982			\$275,000.00		
Pumphouse No. 1	1982	6	Replacement				
9527 Waterbury Dr. between two houses		1/1/2014 to 1/1/2015					
Peyton CO 80831		County: El Paso	Ded: \$500.00		\$633	\$0	\$0
06-01	60660P11818	1988			\$520,000.00		
Pumphouse No. 2	1988	6	Replacement				
11235 Cranston Drive		1/1/2014 to 1/1/2015					
Peyton CO 80831		County: El Paso	Ded: \$500.00		\$1,197	\$0	\$0

**Colorado Special Districts Property and Liability Pool**

Property Schedule Policy Year: 1/1/2014 to 1/1/2015

**Proposal**  
27C60660-3725

Per Occurrence Deductible: \$500.00

**Paint Brush Hills Metropolitan District**

Agent: T. Charles Wilson Insurance Service

Location/Premise Address / Description		Construction Class		Prot. Class		Valuation		Values			
Location/Premise#:	Unique #:	Year Built:	Construction Class	Prot. Class	Valuation	Property:	Contents:	Business Inc.:	Property Contrib.	Quake Contrib.	Flood Contrib.
Pumphouse No. 3 1/4 Mile West of Towner Ave Peyton CO 80831	07-01 60660P11819	1997	Masonry Noncombustible	6	Replacement 1/1/2014 to 1/1/2015	\$350,000.00			\$930	\$0	\$0
		Sq. Feet:	Term:	County: El Paso	Ded: \$500.00			Business Inc: \$0.00			
Pumphouse No. 4 11593 Meridian Peyton CO 80831	08-01 60660P11820	2002	Masonry Noncombustible	6	Replacement 1/1/2014 to 1/1/2015	\$600,000.00			\$1,594	\$0	\$0
		Sq. Feet:	Term:	County: El Paso	Ded: \$500.00			Business Inc: \$0.00			
Pumphouse No. 5 9541 Rockingham Drive Peyton CO 80831	09-01 60660P11821	2006	Masonry Noncombustible	6	Replacement 1/1/2014 to 1/1/2015	\$600,000.00			\$1,594	\$0	\$0
		Sq. Feet:	Term:	County: El Paso	Ded: \$500.00			Business Inc: \$0.00			
Pumphouse No. 6 9924 Rockingham Rd Peyton CO 80831	10-01 60660P11822	2007	Masonry Noncombustible	6	Replacement 1/1/2014 to 1/1/2015	\$600,000.00			\$1,594	\$0	\$0
		Sq. Feet:	Term:	County: El Paso	Ded: \$500.00			Business Inc: \$0.00			



**Colorado Special Districts Property and Liability Pool**

Property Schedule Policy Year: 1/1/2014 to 1/1/2015

**Proposal**  
27C60660-3725

**Paint Brush Hills Metropolitan District**

Per Occurrence Deductible: \$500.00

Agent: T. Charles Wilson Insurance Service

Location/Premise Address / Description		Construction Class	Prot. Class	Valuation	Values		
Location/Premise#: 14-01 Falcon Hills Monument Sign Londonderry Rd and Meridian Rd Peyton CO 80831	Unique #: 60660P11827	Fire Resistive Term: 1/1/2014 to 1/1/2015 County: El Paso	6	Replacement Ded: \$500.00	Property:	\$27,000.00	Property Contrib. \$62 Quake Contrib. \$0 Flood Contrib. \$0
	Year Built: 0				Contents:		
	Sq. Feet:				EDP:		
	# Stories:				Business Inc:	\$0.00	
Location/Premise#: 14-02 Flag Pole, Flood Lights, Irrigation & Backflow Londonderry Rd and Meridian Rd. Peyton CO 80831	Unique #: 60660P11828	Modified Fire Resistive Term: 1/1/2014 to 1/1/2015 County: El Paso	6	Replacement Ded: \$500.00	Property:	\$11,500.00	Property Contrib. \$22 Quake Contrib. \$0 Flood Contrib. \$0
	Year Built: 0				Contents:		
	Sq. Feet:				EDP:		
	# Stories:				Business Inc:	\$0.00	
Location/Premise#: 15-01 Admin Office 9830 Liberty Grove Drive Peyton CO 80831	Unique #: 60660P11829	Frame Term: 1/1/2014 to 1/1/2015 County: El Paso	6	Replacement Ded: \$500.00	Property:	\$10,000.00	Property Contrib. \$51 Quake Contrib. \$0 Flood Contrib. \$0
	Year Built: 2007				Contents:		
	Sq. Feet: 2,350				EDP:		
	# Stories: 1				Business Inc:	\$0.00	

**Colorado Special Districts Property and Liability Pool**  
 Property Schedule Policy Year: 1/1/2014 to 1/1/2015

**Proposal**  
 27C60660-3725

Per Occurrence Deductible: \$500.00

Agent: T. Charles Wilson Insurance Service

Location/Premise Address / Description		Construction Class	Prot. Class	Valuation	Values		
Location/Premise#:	Unique #:				Property:	Property Contrib.	Flood Contrib.
	Year Built:				Contents:		
	Sq. Feet:	Term:			EDP:		
	# Stories:	County:	Ded:		Business Inc:		
Location/Premise#:	Unique #:				Property:		
	Year Built:				Contents:		
	Sq. Feet:	Term:			EDP:		
	# Stories:	County:	Ded:		Business Inc:		
<b>Totals:</b>				Property:	\$4,131,000.00	\$10,395	\$0
				Contents:	\$10,000.00	\$0	\$0
				EDP:			
				Business Inc:	\$0.00		

Total Insured Value\*: \$4,141,000.00 Minimum Property Contribution: \$335.00

**Construction Class Options**  
 Fire Resistive Noncombustible  
 Modified Fire Resistive Joisted Masonry  
 Masonry Noncombustible Frame

**Valuation Options**  
 Actual Cash Value  
 Replacement Cost

**Protection Class**  
 Fire Protection Class is determined by the level of fire protection in your area. Your local fire department should be able to tell you which Protection Class your property is in.

\*only Business income in excess of \$250,000 per location contributes to the Property TIV

**Colorado Special Districts Property and Liability Pool**

**Proposal**

Inland Marine Schedule

Policy Year: 1/1/2014 to 1/1/2015

27C60660-3725

**Paint Brush Hills Metropolitan District**

Per Occurrence Deductible: \$500.00

Agent: T. Charles Wilson Insurance Service

Valuation: Actual Cash Value

Code	Description	Serial Number	Model Number	Ded:	Effective	Expiration	Value	Inland Mar. Contribution	
					Date	Date			
	Generator			\$500	1/1/2014	1/1/2015	\$5,000.00	\$30.22	
	John Deere Skid Steer			\$500	1/1/2014	1/1/2015	\$10,000.00	\$60.44	
	Power Washer			\$500	1/1/2014	1/1/2015	\$2,000.00	\$12.09	
	Trash Pumps/Confined Space Blower/Radio Equip			\$500	1/1/2014	1/1/2015	\$5,700.00	\$34.45	
							<b>Totals:</b>	\$22,700.00	\$137.21

Minimum Combined Property and Inland Marine Contribution: \$335

# Colorado Special Districts Property and Liability Pool

Policy Period: 1/1/2014 to 1/1/2015

Proposal  
27C60660-3725

## Driver List

### Paint Brush Hills Metropolitan District

Last Name	First Name	Initial	License #	State	Date of Birth
Burrer	Douglas		091380421	CO	11/2/1956
Dalton	David		951232050	CO	4/30/1965
Griffin	Kim		001370437	CO	6/15/1957
Jameson	Brian		970740074	CO	5/5/1962
Jameson	Theresa		983160668	CO	11/21/1963
Knepper	Stephen		040890792	CO	2/13/1968
Lindt	Calvin		921348791	CO	10/10/1963
Most	Judy		921634647	CO	2/11/1960
Pollard	Calvin		921837963	CO	8/16/1942
Roberts	Floyd		921951117	CO	11/27/1958
Robley	Ellen		963460800	CO	10/29/1962
Robley	Scott		070521128	CO	2/17/1992
Smith	Donald Westin		003460405	CO	9/8/1959

**Paint Brush Hills Metropolitan District [Tour by Debbie Gibbons October 25,2013]**

LOC #	BLDG#	ADDRESS, CITY, ST, ZIP	PROPERTY DESCRIPTION
1	1	11011 Londonderry Falcon, CO 80831	MAIN BOOSTER STATION High Service pump/motor 60 hp; jockey pump/motor 10ph; jockey VFD; booster #1 VFD; booster #2 VFD; Radio Telemetry Unit; Telemetry PC; Flow Meter; Backup generator; ATS (Automatic Transfer Switch); main vault; pressure sustaining valut; CLA-Val; lighting, fencing (8ft chain link)
			Water Tank - 0.5 Mgal water storage tank
			Water Tank -1.0 Mgal water storage tank
2	1	10798 Stapleton Road Falcon, CO 80831	LIFT STATION Sewage Pump/motor #1 - 15hp; Sewage Pump/motor #2 - 15hp; control panel/cabinet; alarm system; backup generator on foundation; ATS (Automatic Transfer Switch)
3	1	11554 Stapleton Road Falcon, CO 80831	SEWAGE METER PIT Platic-fab flume station; ultra-sonic flow meter & sensor
4	1	11565 Londonderry & Meridian Falcon, CO 80831	MR INTERCONNECT Interconnect valut; Booster pump/motor #1 - 15HP; Booster pump/motor #2 - 15HP; Control Panel/cabinet; mag flow meter
5	1	9527 Waterbury Drive Falcon, CO 80831 [between two houses on easement]	PUMPHOUSE #1 Bulk Chlorine tank 700 gal in fiberglass casing; Well #1; Well #1 pump/motor; Well #1 VFD; Well #1 Step-up transformer; Well #1 Chemical pump; Well #1 water level transducer; Well#1 Flow Meter; Well #1 CLA-Val; 8' Wood fending
6	1	West of 11235 Cranston Driver Falcon, CO 80831	PUMPHOUSE #2 Radio telemetry unit; bulk chlorine tank 700 gal; Well #2 w cinder block structure; Well #2 pump/motor; Well #2 control panel; Well #2 chemical pump; Well #2 water level transducer; Well #2 Flow meter; Well #5 w cinder block structur; Well #5 pump/motor; Well #5 control panel; Well #5 chemical pump; Well #5 flow meter; Well #5 CLA-VAL; Well #5 Valve pit
7	1	1/4 mile West of Towner Ave and 1/4 mile west of tank Falcon, CO 80831	PUMPHOUSE #3 Control panel/cabinet; bulk chlorine tank 225 gal; Well #3 empty casing-no equipment; Well #3 flow meter; Well #4 flow meter; Well #4 pump/motor

8	1	11593 Meridian (at assessor's site) Falcon, CO 80831	PUMPHOUSE #4 Cinder block building; bulk chlorine tank 250 gallon; step-down transformer; control cabinet; well #6; well #6 pump/motor; Well #6 VFD; Well #6 harmonic filter; Well #6 step-up transformer; Well #6 chemical pump; Well #6 water level transducer; Well #6 mag meter; Well #6 CLA-VAL; Well #7; Well #7 pump/motor; Well #7 VFD; Well #7 chemical pump; Well #7 mag meter
9	1	9541 Rockingham Drive. Falcon, CO 80831	PUMPHOUSE #5 Concrete Vault; Surge arrestor; Chlorine shed (plastic dome); bulk chlorine tank 330 gallon double lined; Well #8; Well #8 pump/motor; Well #8 control cabinet; Well #8 VFD; Well #8 step-up transformer; Well #8 Chemical pump; Well #8 water level transducer; Well #8 mag meter; Well #8 CLA-VAL; Well #8 actuated (purge) valve; Well #9; Well #9 pump/motor; Well #9 control cabinet; Well #9 VFD; Well #9 Step-up transformer; Well #9 chemical pump; Well #9 water level transducer; Well #9 mag meter; Well #9 CLA-VAL; Well #9 Actuated (purge) valve
9	2		PUMPHOUSE #6 Concrete valut; Chlorine shed (plastic dome); bulk chlorine tank 330 gal double wall lined; Well #10; Well #10 pump/motor; Well #10 control cabinet; Well #10 VFD; Well #10 step-up transformer; Well #10 chemical pump; Well #10 water level transducer; Well #10 mag meter; Well #10 CLA-VAL; Well #310 Actuated (purge valve); Well #11; Well #11 pump/motor; Well #11 control cabinet; Well #11 VGD; Well #11; Step-up transformer; Well #11 chemical pump; Well #11 water level transducer; Well #11 mag meter; Well #11 CLA-VAL; Well #11 actuated (purge) valve
10	1	11659 Cranston Falcon, CO 80831	South Manchester Park Playground Equipment Irrigation controller

11	1	11505 Allensdale Dr Falcon, CO 80831	North Manchester Park Basketball court/equipment Benches/trash can Drinking fountain Irrigation controller Backflow preventer Water Meter Bike rack Wall Monument
12	1	9541 Rockingham Rd Falcon, CO 80831	Drayton Green Park Playground Equipment Gazebo Drinking fountain Irrigation controller Backflow preventor
13	1	Londonderry Rd and Meridian Falcon, CO 80831 [Entry to sub-division]	Falcon Hills Monument Sign Flag Pole Flood lights (2 @ \$500 ea) Irrigation controllers (3 @ \$2,000 ea) Backflow preventers (3 @ \$500 ea)
14	1	9830 Liberty Grove Dr Falcon, CO 80831	Administrative Office contents

YEAR BUILT	CON-STRUCTION	# of STORIES	ROOF TYPE	AREA	TOTAL EXPOSURE [REPLACEMENT VALUE \$]
1997	Fire-Resistive				\$98,000
1982	Fire-Resistive				\$250,000
2000	Fire-Resistive				\$500,000
1997	Fire-Resistive				\$38,000
1988	Fire-Resistive				\$8,000
1988	Fire-Resistive				\$130,000
1982	Fire-Resistive				\$275,000
1988	Fire-Resistive				\$520,000
1997	Masonry Non-Combustible				\$350,000

2002	Masonry Non-Combustible				600,000
2006	Masonry Non-Combustible				\$600,000
2007	Masonry Non-Combustible				\$600,000
					\$50000
					\$2,000

					\$10,000 \$3,500 \$1,500 \$2,000 \$500 \$500 \$500 \$5,000
					\$26,500 \$30,000 \$1,500 \$2,000 \$2,000
					\$27,000 \$3,000 \$1,000 \$6,000 \$1,500
2007	Frame			2350	\$10,000

**TOTAL INSURED VALUE                    \$   3,979,000**