

# **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

### NOTICE OF REGULAR 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 <sup>a</sup>
<b>VACANT</b>	Assistant Secretary	2014/May 2014

DATE: August 15, 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.

---

B. Approve Agenda and Confirm Location of Meeting.

---

C. Public Comment.

---

D. Acknowledge resignation of Director Wendell Putnam (enclosure).

---

E. 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 (enclosure).
  - Acknowledge Billing Report (enclosure).
  - Acknowledge Operations Report (enclosures).
  - Minutes of the July 18, 2013 Regular Meeting (enclosure).
-

- F. Review and consider a representative and an alternate representative for the SDA Property and Liability Pool (enclosure).
- 

- G. Discuss status of Ellen Robley severance and terminal vacation pay.
- 

- H. Discuss District involvement in neighborhood covenant matters.
- 

## II. FINANCIAL MATTERS

- A. Review and approve the payment of claims for the period ending August 15, 2013 in the amount of \$\_\_\_\_\_ (to be distributed at the meeting).
- 

- B. Review and accept unaudited financial statements for the period ending July 31, 2013 (to be distributed at the meeting).
- 

- C. Discuss status of the 2012 Audit.
- 

- D. Discuss status of Farmers State Bank online bill presentment and desktop teller.
- 

- E. Discuss status of FirstBank lock box services.
- 

- F. Discuss the Rampart Supply credit application (enclosure).
- 

- G. Discuss the Wells Fargo credit card re-allocation (enclosure).
- 

- H. Review and consider approval of Resolution No. 2013-08-01 removing former Director Dalton as an authorized signer on the Farmers State Bank accounts (enclosure).
-

III. LEGAL MATTERS

- A. Correspondence from John Himmelreich & Associates regarding Preliminary Review of Paint Brush Hills Filing 13A and Paint Brush Hills 13 Master Plan Exhibit, County File No. SF-13-003 (enclosures).

---
- B. Review and discuss Paint Brush Hills Metropolitan District and Meridian Service Metropolitan District Interconnect Agreement documents and correspondence (distributed under separate cover).

---
- C. Meridian Service Metropolitan District Ground Water Commission Case No. 12-GW-10 (distributed under separate cover).

---
- D. Discuss and approve Professional Services Contract with JDS Hydro Consultants, Inc. (enclosure – scope of work and 2013 billing rates).

---
- E. Review and discuss Release of Lien (to be distributed at the meeting).

---

IV. OPERATIONS AND MAINTENANCE

- A. Discuss status of Paint Brush Hills Filing No. 13a excavation work.

---
- B. Discuss Wells No. 6 and No. 7 (to be distributed at the meeting).

---
- C. Discuss water replacement plan.

---
- D. Discuss District vehicle use by on-call employees.

---
- E. Water Storage Tank Report/Update:
  - 1. 0.5 Mgal Water Storage Tank.

---
  - 2. 1.0 Mgal Water Storage Tank.

---

- F. Discuss the status of the Drayton Green Park Project.
- 

V. OTHER BUSINESS

- A. Discuss follow-up items.
- 

- B. Discuss draft Personnel Guidelines (distributed under separate cover).
- 

- C. Discuss job descriptions (to be distributed at the meeting).
- 

- D. Discuss future Agenda items.
- 

VI. EXECUTIVE SESSION MATTERS (§24-6-402(4) (b), (e) and (f), C.R.S.))

- A. Water Matters.
- 

- B. Negotiations.
- 

- C. Personnel Matters.
- 

VII. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR  
SEPTEMBER 19, 2013.**

**Elise LoSasso**

---

**Subject:** FW: Letter Of Resignation

**From:** WENDELL PUTNAM Owner [<mailto:cardellenterprises@centurylink.net>]

**Sent:** Wednesday, August 07, 2013 4:40 PM

**To:** Leon Gomes

**Cc:** Douglas Burrer; [kgriffin@csu.org](mailto:kgriffin@csu.org); C.R. Pollard; [robertsfandt13@msn.com](mailto:robertsfandt13@msn.com)

**Subject:** Letter Of Resignation

Leon Gomes  
District Manager  
SDMS - Paint Brush Hills Metropolitan District

Dear Leon,

It is with sincere regret that I submit this letter of resignation from the board of directors of the Paint Brush Hills Metropolitan District. Since I was not fully aware of the ongoing controversy and district turmoil when I recently accepted the appointment to the open position on the board, I am not prepared to continue in the same path that precipitated my original resignation years ago. I wish to rise above the mounting controversies and move forward in a positive manner and not spend my time reliving the past and the shadows cast upon this board by its past leadership.

I am sorry to have to leave the board and its members with whom I have had a most cordial relationship. Nevertheless, I leave with the highest regard for you and the board's goals. I wish you and the board the best of luck for continued success.

--

Wendell J. Putnam  
President - Cardell Enterprises  
Advertising Specialty Institute #157381  
9995 Litchfield Street  
Falcon, Colorado 80831  
Phone: 719-339-4792

## PBHMD Staff Update:

1. Weed mitigation at Drayton Green Park and North Manchester Park has been successfully completed.
2. Knepper has completed a data sheet/map for the all the fire hydrants within the District.
3. The 1.0 Mgal water storage tank is now online.
4. Filing 13a is now connected to the District's water system.
5. Storm sewers are now being installed in Filing 13a.
6. Lindt successfully installed a new flow meter at Well #10.
7. Results, from the lab sampling of Well #6, show a presence of methane in the water. Layne Western has been notified. They are seeking input from industry experts to determine the cause and offer a solution.
8. Knepper and Gomes have been working with Dewberry to finish the Filing 13 Technical Memorandum.
9. Lindt completed the storm drainage cleanout.
10. Lindt poured the foundation for the chlorine shed at Drayton Green Park.
11. Lindt planted shrubs in front of Drayton Green Park. (The shrubs were salvaged from the El Paso County road improvements project last fall.)
12. Lift station pumps and back-up floats were serviced.
13. Fences at Pumphouse #4 had to be repaired due to vandalism.
14. District fences by North and South Manchester Parks recently sustained damage when a neighbor's trampoline hit three separate sections of the District's fence. The neighbor contacted the District to report the damage and obtain an estimate for the cost of repairs.
15. Lindt repaired a leak in the pressure hose in the Booster Station.
16. Smith has completed a safety item acquisition list which will be used in obtaining a matching grant from the SDA Property and Liability Pool.
17. Green Thumb reported seeing one area of pocket gopher damage to the new sod on the north side of Londonderry Drive. Alpine Animal Control has made one service call to apply a treatment and control the problem.
18. Jameson/Gomes met with the auditor in preparation for the upcoming audit.
19. Jameson automated the late fee process, reducing the number of hours spent on this billing task by ½ to 1 hours per month.
20. Jameson/Knepper continue to assist SDMS with the billing conversion to Clarity by Caselle and recently met with Bob Fishell, National Meter and Automation, to discuss the District's meter reading needs (equipment/software) related to the conversion.

**PBHMD Monthly Water Usage Data - 2013**

	<i>total usage billed (gallons)</i>	<i>total school usage</i>	<i>school building use</i>	<i>other commercial use</i>	<i>district irrigation</i>	<i>total # accouts billed</i>	<i># residential services</i>	<i>total residential usage</i>	<i># residential &lt; 1000 gal</i>	<i># outlier accounts</i>	<i>total outlier usage</i>	<i>average residential usage</i>	<i>avg. resid. usag/day</i>
January	3,430,927	54,100	47,000	1,300	0	722	710	3,375,527	42	0	0	4,754	153
February	3,066,974	53,900	47,000	1,046	0	720	710	3,012,028	44	0	0	4,242	152
March	3,370,954	54,900	48,000	1,405	0	728	712	3,314,649	42	0	0	4,655	150
April	3,933,725	65,000	53,000	1,603	3,030	721	712	3,864,092	31	0	0	5,427	175
May	7,521,253	974,700	50,000	3,527	663,520	725	712	5,879,506	22	0	0	8,258	266
June	12,675,997	1,176,500	37,000	5,088	1,851,000	723	712	9,643,409	19	0	0	13,544	437
July	8,165,012	874,700	6,000	5,790	745,680	724	713	6,442,142	22	1	96,700	9,048	292
August													
September													
October													
November													
December													
<b>TOTALS</b>	42,164,842	3,253,800	288,000	19,759	3,263,230	5,063	4,981	35,531,353	222	1	96,700	49,929	1,625

# PBHMD Monthly Residential Billing Data - 2013

	total current charges	total # accounts billed	# new account billed	# residential transfers	# residential accts (717 total)	# construction fees (month end)	# accounts with estimates	# late fees applied	# accts past due (>45 days)	# accts past due (>75 days)	# in-process foreclosures	# foreclosed properties	# intents processed	# liens processed	# existing liens	# existing certifications
January	\$52,175	722	7	710	2	1	78	14	8	3	0	0	0	4	1	
February	\$56,659	720	5	710	2	1	70	15	11	3	0	0	0	2	1	
March	\$57,705	728	8	712	3	1	76	8	15	4	0	0	0	2	1	
April	\$58,315	721	6	712	3	0	63	16	9	4	0	0	0	2	1	
May	\$80,147	725	5	712	2	0	70	16	11	3	0	1	0	2	1	
June	\$105,391	723	5	712	2	0	70	20	16	3	0	0	0	2	1	
July	\$94,057	724	7	713	2	0	77	16	14	0	0	0	0	2	0	
August																
September																
October																
November																
December																
TOTALS	\$504,449	5063	43	4981	16	3	504	105	84	20	0	n/a	n/a	n/a	n/a	

# PBHMD 3 Year Sewage Meter Flow Data Summary

Month/Year	Total Flow (gal)	# days/month	Average	Monthly Water	Base Water
			MGD/Day	Distribution	Usage
<i>(from monthly pumping reports)</i>					
JULY '10	2,531,000	31	0.082	10,415,987	3,468,635
AUG '10	2,886,000	31	0.093	7,475,977	3,468,635
SEPT '10	2,471,000	30	0.082	10,371,727	3,468,635
OCT '10	2,499,000	31	0.081	5,741,075	3,468,635
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	9,623,130	3,855,330
Avg./Month:	2,724,674 gal/month	30.4	0.090	(includes 2009/10 data)	
Avg/Day:	89,606 gal/day				

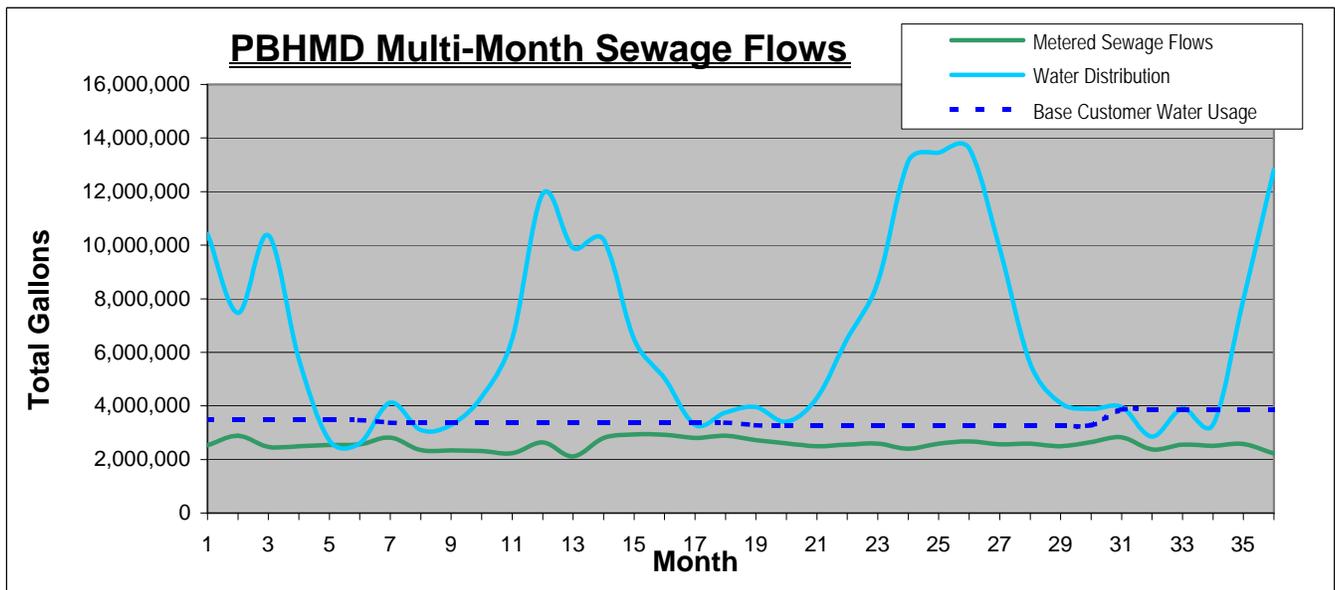
*changed meter location 6/18/16*

*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*



# MONTHLY DISTRIBUTION REPORT

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

July 2013	Meter Read 6/30/2013 (gal)	Meter Read 6/30/2013 (gal)	# Days Well 'ON' in July	July Distribution (gal)	July Distribution (ac-ft)	YTD TOTAL Distribution (gal)	YTD TOTAL Distribution (ac-ft)
Well #1 (A-1)	93,529,900	94,820,800	19	1,290,900	3.96	9,202,200	28.24
Well #2 (A-2)	156,037,900	158,578,600	29	2,540,700	7.80	10,913,700	33.50
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)	7,879,500	9,497,400	14	1,617,900	4.97	9,193,353	28.22
Well #9 (LFH-4)	49,533,300	51,688,200	12	2,154,900	6.61	6,712,400	20.60
Well #10 (A-6)	22,605,700	22,732,200	4	126,500	0.39	1,698,000	5.21
Well #11 (LFH-5)	82,269,700	84,276,800	15	2,007,100	6.16	5,826,430	17.88
MR Interconnect	80,858,300	80,952,800	2	94,500	0.29	1,596,000	4.90
Storage Tank Levels (ft)	19.0	26.0	n/a	-209,370	-0.64	-90	0.00
<b>TOTAL PUMPING:</b>	<i>(Well &amp; Interconnect Usage)</i>			<b>9,832,500</b>	<b>30.18</b>	<b>45,142,884</b>	<b>138.55</b>
<b>TOTAL DISTRIBUTION:</b>	<i>(Distribution = Pumping +/- Storage)</i>			<b>9,623,130</b>	<b>29.53</b>	<b>45,142,794</b>	<b>138.55</b>

PUMPING TOTALS:	YTD TOTAL USAGE vs. APPROPRIATIONS TALLIES:
July Well Pumping: <span style="float: right;">9,832,500 gal</span>	Annual Arapahoe (unappropriated): <span style="float: right;">28.24 ac/ft of 90.6 ac/ft</span>
July Well Pumping: <span style="float: right;">30.18 ac/ft</span>	Annual Arapahoe (appropriated): <span style="float: right;">66.92 ac/ft of 182.0 ac/ft</span>
YTD TOTAL Well Pumping: <span style="float: right;">45,142,884 gal</span>	Annual Laramie-Fox Hills (appropriated): <span style="float: right;">38.49 ac/ft of 388.0 ac/ft</span>
YTD TOTAL Well Pumping: <span style="float: right;">138.55 ac/ft</span>	Annual MR Interconnect Water: <span style="float: right;">4.90 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						9,202,200
Well #2 (A-2)	2,364,000	191,100	823,600	905,900	1,562,400	2,526,000	2,540,700						10,913,700
Well #3 (A-3)	0	0	0	0	0	0	0						0
Well #4 (LFH-1)	0	0	0	0	0	0	0						0
Well #5 (LFH-2)	700	0	0	0	0	0	0						700
Well #6 (A-4)	0	0	0	0	0	0	0						0
Well #7 (LFH-3)	0	101	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						9,193,353
Well #9 (LFH-4)	1,200	0	721,800	560,000	663,100	2,611,400	2,154,900						6,712,400
Well #10 (A-6)	5,200	0	700	159,600	401,500	504,500	626,500						1,698,000
Well #11 (LFH-5)	388,580	207,598	52	2,600	763,900	2,456,600	2,007,100						5,826,430
MR Interconnect	162,600	153,000	257,000	243,500	292,700	392,700	94,500						1,596,000
Storage Tanks (ft)	299,400	59,880	-449,100	-59,820	-29,910	388,830	-209,370						-90
<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						45,142,794

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	Meter Read	Meter Read	Meter Read	Meter Read	Meter Read	Meter Read	Meter Read	Meter Read	Meter Read	Meter Read	Meter Read	Meter Read
	12/31/2012 (gal)	1/31/2013 (gal)	2/28/2013 (gal)	3/31/2013 (gal)	4/30/2013 (gal)	5/31/2013 (gal)	6/30/2013 (gal)	7/31/2013 (gal)	8/31/2013 (gal)	9/30/2013 (gal)	10/31/2013 (gal)	11/30/2013 (gal)	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					
# Days ON	n/a	9	8	22	10	27	24	19					
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					
# Days ON	n/a	23	2	10	9	18	28	29					
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					
# Days ON	n/a	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					
# Days ON	n/a	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					
# Days ON	n/a	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					
# Days ON	n/a	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					
# Days ON	n/a	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					
# Days ON	n/a	1	10	6	8	22	22	14					
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					
# Days ON	n/a	0	0	4	3	5	18	12					
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					
# Days ON	n/a	1	0	0	2	6		4					
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					
# Days ON	n/a	1	1	0	0	5	19	15					
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					
# Days ON	n/a	1	1	2	1	3	5	2					
Storage Tanks (ft)	31.0	21.0	19.0	29.0	31.0	32.0	19.0	26.0					

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

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

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

*NOTE: water levels measured in April '10/Aug '10/July '12  
(no appreciable changes to water levels for Wells #8-12 in April 2012)*

**PBHMD Well Status Report - June 2013**

<u>WELL</u>	<u>APPROX. FLOW</u>	<u>OPERATIONAL</u>	<u>COMMENTS</u>
Well #1 (A-1)	60 gpm	Yes	Well working fine WATER LEVEL OVER PUMP: 282/175/?? feet
Well #2 (A-2)	70 gpm	Yes	Well working fine WATER LEVEL OVER PUMP: 242/175/150 feet
Well #3 (A-3)	55 gpm	No	Not equipped -- needs to be upsized WATER LEVEL OVER PUMP: n/a feet
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 WATER LEVEL OVER PUMP: 173/58/?? feet
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 WATER LEVEL OVER PUMP: 416/300/115 feet
Well #6 (A-4)	75 gpm	Not Yet	Samples reveal methane gas in water WATER LEVEL OVER PUMP: 475 when well off @ June '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 WATER LEVEL OVER PUMP: 384/323/115 feet
Well #8 (A-5)	75 gpm	Yes	Well working fine WATER LEVEL OVER PUMP: 450/??/178 feet (425 when well is off @ July '12)
Well #9 (LFH-4)	125 gpm	Yes	Well working fine WATER LEVEL OVER PUMP: 697/580/216 feet (>500 when well is off @ July '12)
Well #10 (A-6)	55 gpm	Yes	Well working fine WATER LEVEL OVER PUMP: 687/356/224 feet (380 when well is off @ July '12)
Well #11 (LFH-5)	100 gpm	Yes	Well working fine WATER LEVEL OVER PUMP: 757/640/278 feet (540 when well is off @ July '12)
Interconnect	90-200 gpm	Yes	Interconnect pumps are working just fine

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

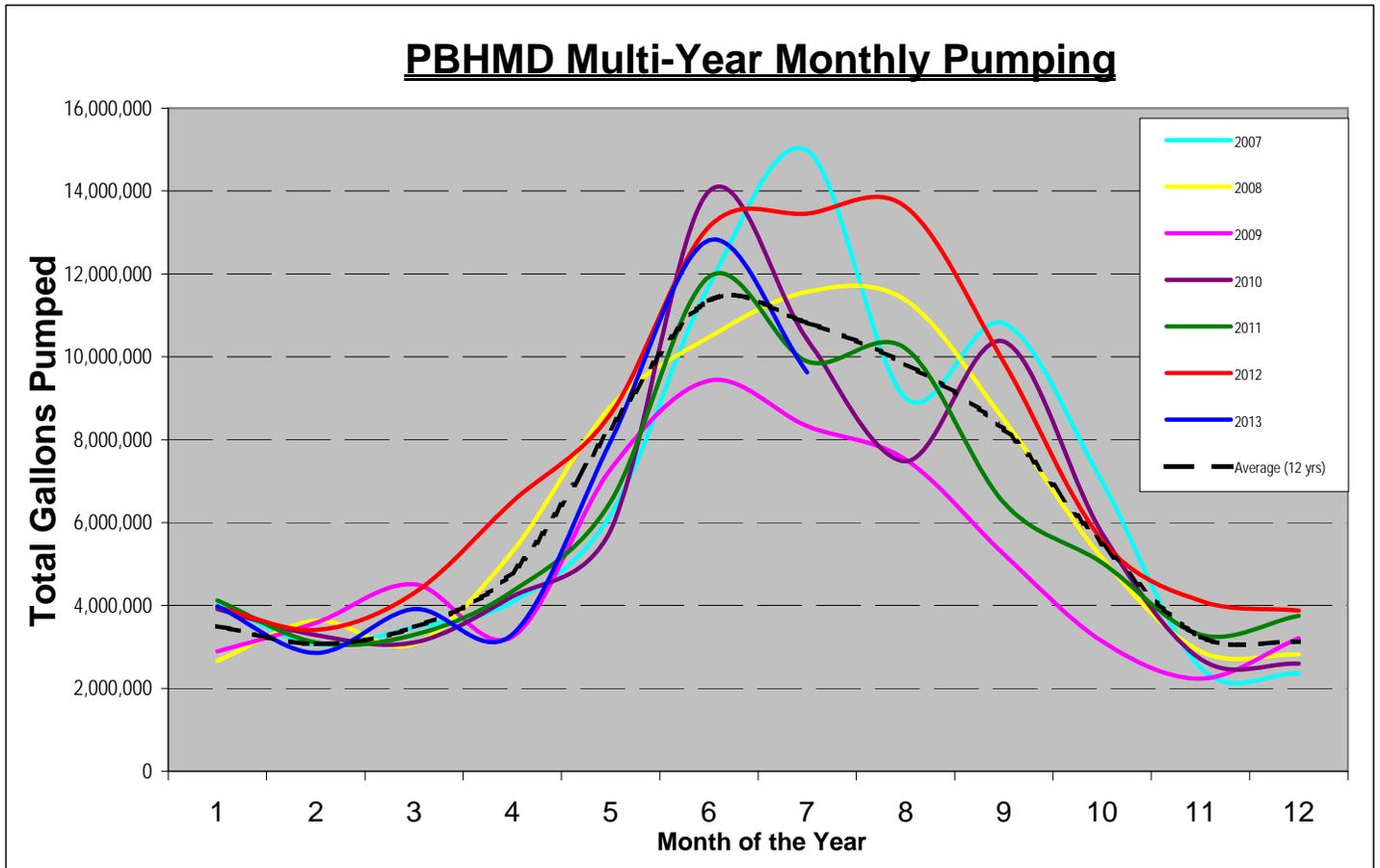
NOTES: Water pumped from the Meridian Ranch Interconnect was included from 2005 forward.

- = 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	9,623,130	10,820,279
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		9,822,089
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		8,256,088
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		5,475,992
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>75,292,562</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

---

## MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE PAINT BRUSH HILLS METROPOLITAN DISTRICT HELD JULY 18, 2013

A Regular Meeting of the Board of Directors of the Paint Brush Hills Metropolitan District (referred to hereafter as "Board") was held on Thursday, the 18<sup>th</sup> day of July, 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  
Doug Burrer  
Calvin Pollard

Following discussion, upon motion duly made by Director Pollard, seconded by Director Burrer and, upon vote, unanimously carried, the absence of Floyd Roberts was excused.

#### Also In Attendance Were:

Leon Gomes; Special District Management Services, Inc.

Wendell Putnam; Board Member Candidate

Patty Woodward; Farmer State Bank

PJ Anderson; Developer

Other members of the public as referenced on the attached sign in sheet.

---

### 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 conflicts 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. Mr. Gomes declared a potential conflict of interest for

## RECORD OF PROCEEDINGS

---

the agenda item regarding the Drayton Green Park Project and reported that he had filed a Conflict of Interest Statement with the Secretary of State at least 72 hours prior to this meeting.

---

### **ADMINISTRATIVE MATTERS**

**Agenda:** Mr. Gomes reviewed the proposed agenda for the District's Regular meeting.

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

**Public Comment:** There was no public comment.

**Appointment of Director:** The Board considered the appointment of Wendell Putnam to fill the vacancy on the Board of Directors.

Following discussion, upon motion duly made by Director Burrer, seconded by Director Pollard and, upon vote, unanimously carried, Wendell Putnam was appointed to fill the vacancy on the Board of Directors. The Oath of Office was administered by Board President Kim Griffin. Mr. Putnam was seated on the Board following his oath.

**Appointment of Officers:** Following discussion, upon motion duly made by Director Burrer, seconded by Director Putnam and, upon vote, unanimously carried, the following slate of officers was appointed:

President	Kim Griffin
Vice President	Calvin Pollard
Treasurer	Doug Burrer
Secretary	Leon Gomes
Assistant Secretary	Wendell Putnam
Assistant Secretary	Floyd Roberts

**Consent Agenda:** The Board considered approval of the following items:

- Manager's Report
- Staff Report
- Billing Report
- June 20, 2013 Regular Board Meeting Minutes

Following discussion, upon motion duly made by Director Burrer, seconded by Director Pollard and, upon vote, unanimously carried, the Board approved the above items.

---

## RECORD OF PROCEEDINGS

---

### FINANCIAL MATTERS

**Claims:** The Board considered the approval of the payment of claims for the period ending July 18, 2013 in the amount of \$121,152.78.

Following review and discussion, upon motion duly made by Director Pollard, seconded by Director Burrer and, upon vote, unanimously carried, the Board approved the payment of claims for the period ending July 18, 2013, as presented.

**Statement of Cash Position:** The Board reviewed the statement of cash position for the period ending June 30, 2013. Mr. Gomes reported that SDMS is continuing to work on the District financials and they were unable to provide a financial statement due to not being able to balance with the QuickBooks financial data.

Following discussion, upon motion duly made by Director Burrer, seconded by Director Pollard and, upon vote, unanimously carried, the Board accepted the unaudited Statement of Financial Position for the period ending June 30, 2013, as presented

**2012 Audit:** The Board discussed the status of the 2012 Audit.

Following discussion, upon motion duly made by Director Putnam, seconded by Director Pollard and, upon vote, unanimously carried, the Board authorized the execution and filing of a sixty (60) day audit extension.

**Resolution No. 2013-07-01; Resolution Regarding Revoking Ms. Ellen Robley as Authorized Transactor on District Financial Accounts (“Resolution No. 2013-07-01”):** The Board discussed Resolution No. 2013-07-01.

Following discussion, upon motion duly made by Director Burrer, seconded by Director Pollard and, upon vote, unanimously carried the Board approved Resolution No. 2013-07-01. A copy of the adopted Resolution is attached hereto, and is incorporated herein, by this reference.

**Presentation by Farmer State Bank:** Ms. Woodward presented to the Board the option for online billing and desktop teller. There was no action taken at this time.

**FirstBank Lock Box Services:** Mr. Gomes presented to the Board the option for the District to acquire lock box services from First Bank. There was no action taken at this time.

---

## RECORD OF PROCEEDINGS

---

### **LEGAL MATTERS**

**Eligible Governmental Entity Agreement with Statewide Internet Portal Authority (“SIPA”)**: The Board reviewed and discussed the Eligible Governmental Entity Agreement with SIPA.

Following discussion, upon motion duly made by Director Burrer, seconded by Director Putnam and, upon vote, unanimously carried, the Board approved the Eligible Governmental Entity Agreement with SIPA.

---

### **OPERATIONS AND MAINTENANCE**

**Paint Brush Hills Filing No. 13a Excavation Work**: Mr. Anderson discussed with the Board the status of the Filing No. 13a Excavation Work.

#### **Water Storage Tank Report/Update:**

0.5 Mgal Water Storage Tank: This item was discussed in the Staff Report.

1.0 Mgal Water Storage Tank: Mr. Gomes reported to the Board that the recoating and refilling of the 1.0 Mgal water storage tank is complete.

**Drayton Green Park Project Proposals**: The Board reviewed the Drayton Green Park Project Bid Analysis.

Following discussion, upon motion duly made by Director Burrer, seconded by Director Pollard and, upon vote, unanimously carried, the Board approved the Drayton Green Park proposals, optional items and authorized the Board President to execute the acceptance of the proposals.

---

### **OTHER BUSINESS**

#### **Follow-Up Items:**

Communication with Woodmen Hills Metropolitan District (“WHMD”): The Board discussed the analysis of WHMD’s wastewater operations costs provided by Gene Cozzolino, Director of WHMD Water/Wastewater Operations.

Communication with Doug Woods with Meridian Ranch Services District (“MRSD”): Mr. Gomes reported that he and Ms. McCoy from SDMS met with Doug Woods and Tim Hunker from MRSD to discuss matters regarding the interconnect and the confusion that exists regarding the Guthrie Well water rights.

## RECORD OF PROCEEDINGS

---

**Future Agenda Items:** The Board determined to discuss the following items at the August 2013 Board Meeting:

- Personal Guidelines Manual
  - Well No. 7
  - Director Checks
  - Water Replacement Plan
- 

### **EXECUTIVE SESSION**

It was noted that Director Putnam left the meeting at this point.

**EXECUTIVE SESSION:** Pursuant to Sections 24-6-402(4) (b) (e) and (f), C.R.S., upon motion duly made by Director Burrer, seconded by Director Pollard and, upon an affirmative vote of at least two-thirds of the quorum present, the Board convened in executive session at 10:00 p.m. for the purpose of discussions relating to negotiations with third parties, for receiving legal advice and for discussing personnel matters, all as authorized by Sections 24-6-402(4)(b), (e) and (f) C.R.S.

The Board reconvened in regular session at 10:58 p.m.

---

## RECORD OF PROCEEDINGS

---

---

**ADJOURNMENT**

Following discussion, 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

THESE MINUTES ARE APPROVED AS THE OFFICIAL JULY 18, 2013  
MINUTES OF THE PAINT BRUSH HILLS METROPOLITAN DISTRICT BY  
THE BOARD OF DIRECTORS SIGNING BELOW:

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

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

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

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

\_\_\_\_\_  
Wendell Putnam



**Designation of Member Representative and Alternate Member Representative  
for the  
Colorado Special Districts Property and Liability Pool**

Pursuant to Section 10.1(b) of the Intergovernmental Agreement for the Colorado Special Districts Property and Liability Pool (CSD Pool), the Board of Directors of the Pauni Brush Hills Metropolitan District (District Legal Name) designates the following individuals as its Member Representative and Alternate Member Representative to the CSD Pool to represent the District's interest in CSD Pool matters on behalf of the District:

\_\_\_\_\_  
Member Representative (Print)

\_\_\_\_\_  
Alternate Member Representative (Print)

\_\_\_\_\_  
Association/Position in District

\_\_\_\_\_  
Association/Position in District

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Email

\_\_\_\_\_  
Email

**Date Authorized:** \_\_\_\_\_

**Authorized Board Signature:** \_\_\_\_\_

**Signer's Board Position:** \_\_\_\_\_



SUPPLY, Inc.

TEL (719) 477-2000 FAX (719) 477-2004  
P.O BOX 1089 • COLORADO SPRINGS, CO 80901  
1801 N. UNION BLVD. • COLORADO SPRINGS, CO 80909

**APPLICATION FOR CREDIT**

PLEASE FAX BACK TO 719-314-1308 or E-MAIL to [kathyt@rampartsupply.com](mailto:kathyt@rampartsupply.com)

WE HEREBY APPLY FOR CREDIT AND CERTIFY THAT THE INFORMATION BELOW IS CORRECT. OUR UNDERSTANDING IS THAT THIS INFORMATION IS FOR THE USE OF YOUR CREDIT DEPARTMENT ONLY AND WILL BE HELD IN THE STRICTEST CONFIDENCE. (PLEASE FILL OUT COMPLETELY -TYPE OR PRINT LEGIBLY)

APPLICANT PAINT BRUSH HILLS METRO DISTRICT DBA

MAILING ADDRESS 9830 LIBERTY GROVE DRIVE

CITY FALCON STATE CO ZIP 80831 COUNTY EL PASO

PHONE 719-495-8188 CELL \_\_\_\_\_ FAX 719-495-8008

E-MAIL ADDRESS: pbhmd@pbhmd.com

DELIVERY ADDRESS 9830 LIBERTY GROVE DRIVE

CITY FALCON STATE CO ZIP 80831 PHONE 719-495-8188

TYPE OF OWNERSHIP  CORPORATION  PARTNERSHIP  INDIVIDUAL DATE EST 1986

N/A Metropolitan District (local government)  
IF A CORPORATION, INCORPORATED UNDER LAWS OF WHAT STATE? CO

DUNN & BRADSTREET # \_\_\_\_\_ FEDERAL ID # 84-1363254

**SALES TAX INFORMATION**

TAX TO BE CHARGED  YES  NO SALES TAX EXEMPTION # 09 807 305  
(IF NO, YOU MUST ATTACH A COPY OF YOUR RESALE LICENSE)

**CONTACT PERSONS**

ACCOUNTS PAYABLE LouAnn Sullivan PHONE 303-987-0835

SALES CONTACT \_\_\_\_\_ PHONE \_\_\_\_\_

**PRINCIPLE OWNERS**

NAME \_\_\_\_\_ HOME ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

HOME PHONE \_\_\_\_\_ WORK PHONE \_\_\_\_\_ SOC SEC # \_\_\_\_\_

NAME \_\_\_\_\_ HOME ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

HOME PHONE \_\_\_\_\_ WORK PHONE \_\_\_\_\_ SOC SEC # \_\_\_\_\_

**PAGE 2 - RAMPART SUPPLY CREDIT APPLICATION**

**TRADE REFERENCES**-(FIRMS NOW EXTENDING CREDIT, PLEASE DO NOT LIST CREDIT CARDS)

NAME \_\_\_\_\_ PHONE \_\_\_\_\_ FAX \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_ ACCOUNT # \_\_\_\_\_

NAME \_\_\_\_\_ PHONE \_\_\_\_\_ FAX \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_ ACCOUNT # \_\_\_\_\_

NAME \_\_\_\_\_ PHONE \_\_\_\_\_ FAX \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_ ACCOUNT # \_\_\_\_\_

**TERMS & CONDITIONS AND AUTHORIZATION TO RELEASE INFORMATION**

We understand your terms and conditions are as stated on the invoice and if our account is not paid on or before the stated terms a finance charge of 1 ½% per month will be added to the amount of the unpaid balance each and every month until fully paid. Any account not paid within 60 days will be placed on credit hold until paid and all orders will require approval from our credit department. In the event suit shall be brought for the collection hereof or the same has to be collected upon demand of an attorney, we agree to pay reasonable attorney's fees and court cost for making such collection.

The undersigned also does hereby authorize Rampart Supply/ Water Systems Inc to verify credit worthiness by obtaining a personal and business credit report and/or by directly contacting suppliers listed above. I understand that a faxed or e-mailed application and signature are acceptable and considered an original document.

**PERSONAL GUARANTY**

I/We \_\_\_\_\_  
residing at \_\_\_\_\_  
for and in consideration of your extending credit at my request to \_\_\_\_\_  
hereinafter referred to as the "Company", of which I am \_\_\_\_\_ (title) hereby personally  
guarantee the payment of any obligation of the Company and I hereby agree to bind myself to pay you  
upon demand any sum which may become due by the Company whenever the Company fails to pay the  
same. It is understood that this guaranty shall be a continuing and irrevocable guaranty and indemnity for  
such indebtedness of the Company. I do hereby waive notice of default or nonpayment and consent to any  
modification or renewal of the credit agreement hereby guaranteed. Any and all information and/or  
documents regarding this guaranty will be maintained in accordance with the following laws: Equal Credit  
Opportunity Act (1977), Fair Credit Reporting Act (1996), Gramm-Leach-Bliley Act (1999), and the  
Patriot Act (2001). In accordance with the Equal Credit Opportunity Act, Guarantors may be required to  
sign an authorization for the release of personal credit information in support of this Guaranty.

**X Date** \_\_\_\_\_ **Officer Signature** \_\_\_\_\_  
**Print or type** \_\_\_\_\_

**X Date** \_\_\_\_\_ **Officer Signature** \_\_\_\_\_  
**Print or type** \_\_\_\_\_

**SELECTION OF RECEIPT FOR RAMPART SUPPLY  
INVOICES AND STATEMENTS**

Please advise how your company would like to receive your Rampart Supply Invoices and Statements.

\*\*\*\*\*Please note the account has to have one charge before we can change the account to e-mail if that is your selection.\*\*\*\*\*

\_\_\_\_\_ Invoices and Statements by US Mail

\_\_\_\_\_ Invoices and Statements by e-mail

Invoices & Statements may be e-mailed to:

---

If you have any questions regarding this matter, please feel free to contact me at 719-482-7335.

Yours truly,



Kathy Taylor  
Accounts Receivable



# Authorization to Borrow - Reallocation Request

Use this form to designate individuals who are authorized to transact and receive cards on behalf of non-profit agencies or businesses with corporate liability.

**Business Information** #4856200220732690

Business Name: Paint Brush Hills Metropolitan District  
 Account Number: 84-1363254  
 Business Address: 9830 Liberty Grove Dr.  
 City: Peyton (Falcon) CO  
 State: CO  
 Tax ID Number: 80831  
 Zip: 80831

## Company Contact(s)

By designating one or more company contacts you authorize those person(s) to request new or additional cardholders, reallocation of funds, additional or increased credit lines, and other changes to any of your accounts. The first name listed will be the primary company contact. (Up to three maximum)

Company Contact name: \_\_\_\_\_  
 Company Contact name: \_\_\_\_\_  
 Company Contact name: \_\_\_\_\_

To remove a company contact, please have an existing company contact fax a written request, including your account information, to Business Direct Correspondence at 1-800-216-3062.

## Cardholder Information

Please list all new individuals who are authorized to receive and use cards on behalf of the above mentioned company. Include credit limits in \$100 increments with a \$500 minimum per card. The total of all authorized limits must equal the total approved amount.

If more than two cards need to be closed or created, please indicate on a second page. Sign, date and fax the additional page along with this completed form. Any balance remaining on a closed card will be automatically transferred to the new card(s) unless you indicate that it should be transferred to a different card.

Please close the following cards and move credit line as indicated:

Use credit line to create new card  
 Move credit line to existing card

Card Number (last 4): [2690] | Name on card: Ellen Robley | Credit Limit: \$5000 | Card Number (last 4): [5815] (Steve)

Transfer Balance to:  New card created  Existing card [5815]  
 Card Number (last 4)

Use credit line to create new card  
 Move credit line to existing card

Card Number (last 4): [2732] | Name on card: Judy Most | Credit Limit: \$1000 | Card Number (last 4): [ ]

Transfer Balance to:  New card created  Existing card [ ]  
 Card Number (last 4)

Use credit line to create new card  
 Move credit line to existing card

Card Number (last 4): [5258] | Name on card: Kim Griffin | Credit Limit: \$1000 | Card Number (last 4): [5823] (Theresa)

Transfer Balance to:  New card created  Existing card [5823]  
 Card Number (last 4)

Please increase/decrease the following card limits:

Card Number (last 4)	Name	Existing Credit Limit	New Credit Limit	Card to transfer funds from/to (last 4)
[ ]	[ ]	\$ [ ]	\$ [ ]	[ ]
[ ]	[ ]	\$ [ ]	\$ [ ]	[ ]

Please create new cards for the following people: (There is a 19 character limit for the name on a card)

Name	Credit Limit	Allocate line to card from account (last 4)	Name	Credit Limit	Allocate line to card from account (last 4)
Calvin Lindt	\$1000	[2732]	[ ]	\$ [ ]	[ ]
[ ]	\$ [ ]	[ ]	[ ]	\$ [ ]	[ ]

## Disclosure

The undersigned certify that he/she/they are duly authorized by and on behalf of the above named business to designate the foregoing individuals as company contacts and/or authorized cardholders of the business' credit account, to establish the foregoing credit limits associated with each authorized user, and to provide the assurances contained in the Authorization. The undersigned further agree that the above named business shall be liable to Bank for all charges incurred by such authorized users to the extent set forth in the agreement governing the business' credit account with Bank. Each signer of this Authorization shall have no personal liability for the charges incurred by an authorized user, unless such signer has misrepresented his/her authority to authorize such transactions herein, or has executed a separate document incurring such liability.

This request must be signed by two officers of the organization that are not named as cardholders.

Print Name	Title	Print Name	Title
Signature	Date	Signature	Date

# PAINT BRUSH HILLS METROPOLITAN DISTRICT

141 Union Boulevard, Suite 150  
Lakewood, Colorado 80228-1898  
Tel: 303-987-0835 □ 800-741-3254  
Fax: 303-987-2032  
County of El Paso  
State of Colorado

## RESOLUTION

*2013-08-01*

WHEREAS, the Paint Brush Hills Metropolitan District is formed and operates as a quasi-municipal special district under Title 32 of the Colorado Revised Statutes; and

WHEREAS, the Paint Brush Hills Metropolitan District Board of Directors consists of five (5) Directors whose membership changes from time-to-time by election or appointment, and the membership of the Board of Directors has changed by the resignation of David Dalton on May 20, 2013; and

WHEREAS, the Paint Brush Hills Metropolitan District maintains certain bank accounts with the Farmers State Bank, and has established that each board member individually and in accordance with its by-laws is authorized to perform financial transactions regarding these accounts.

THEREFORE, BE IT RESOLVED that the Board of Directors of the Paint Brush Hills Metropolitan District hereby revokes the authorization of its former Director David Dalton to perform any transactions on behalf of the District regarding Farmers State Bank accounts numbered XXXXXX1133 and XXXXXX8087 effective on the date of the adoption of this resolution and that the Farmers State Bank shall prepare the necessary forms to remove this former Director from being able to perform transactions regarding said accounts.

**I certify that the foregoing resolution was approved at a meeting of the Board of Directors of the Paint Brush Hill Metropolitan District duly called and held on Thursday, August 15, 2013 at the hour of 7:00 PM, and that the undersigned is the duly acting and authorized Treasurer of the Board of Directors of the District.**

---

Floyd Roberts, Assistant Secretary  
Paint Brush Hills Metropolitan District

---

Kim Griffin, President  
Paint Brush Hills Metropolitan District

---

Douglas Burrer, Treasurer  
Paint Brush Hills Metropolitan District

July 26, 2013

Upper Black Squirrel Creek Ground Water Management District  
520 Colorado Avenue, Suite C  
Calhan, CO 80808

Subject: Preliminary Review of Paint Brush Hills Filing 13A and Paint Brush Hills 13 Master Plan Exhibit, County File No. SF-13-003.  
El Paso County, Colorado  
JHA File No. 13-105

Dear Board Members:

At the request of the Upper Black Squirrel Creek Ground Water Management District (UBS District) I have researched and reviewed information for Paint Brush Hills Filing 13A and Paint Brush Hills 13 Master Plan Exhibit. The review consisted of information provided to me by the UBS District, review of well permit files and other information from the Division of Water Resources web site, and limited research at the Development Services Division of El Paso County. My review was limited to mostly water supply issues. The subdivision consists of a Final Plat for Paint Brush Hills Filing 13A that consists of 17 lots on 10.55 acres. This filing is within a Master Plan Exhibit for Paint Brush Hills 13 consisting of 554 lots on 301.85 acres. The following presents the results of my preliminary review.

I reviewed information including, but not limited to, the following documents (References):

1. Wm. Curtis Wells (1-26-13). Continued Ground Water Consultation, Paint Brush Hills Metropolitan District, Water Supply, Proposed Filing 13A, El Paso County, Colorado. Job No. 6770.
2. Hal D. Simpson (10-04-06). Re: Cherokee Metropolitan District's use of the Guthrie Rights. Colorado Division of Water Resources.
3. Keith Vander Horst (5-13-13). Re: Paint Brush Hills Filing 13A, Phased Final Plat, Phase I (17 Lots) (SP-13-003), Paint Brush Hills 13 Master Plat Exhibit (554 Lots). Colorado Division of Water Resources.
4. Keith Vander Horst (7-01-13). Re: "Guthrie" Well Rights, Well Permit Nos. 612-RFP & 27554-FP. Colorado Division of Water Resources.
5. Colorado Division of Water Resources well permit files web site. Limited review of the following: Determination of Water Rights 214-BD, 215-BD, and 719-BD; Well Permit Nos. 17658-F, 17048-F, 30593-F, 46553-F, 55193-F, 60862-F, 64086-F, 47813-F, 50877-F, 55192-F, 63429-F, and 64084-F.
6. Ellen Robley (2-15-13). Re: Utility Commitment Letter, Paint Brush Hills Filing #13 Subdivision-Phase I. Paint Brush Hills Metropolitan District.
7. Ellen Robley (2-27-13). Re: Updated Water Supply Report, Paint Brush Hills Filing #13 Subdivision-Phase I. Paint Brush Hills Metropolitan District.

8. Gene Cozzolino (1-08-13). Re: Wastewater Treatment Commitment Letter for Paint Brush Hills Filing 13A (17 Residential lots). Woodmen Hills Metropolitan District.
9. Kristen Andrew-Hoeser and Joseph C. Goode, Jr. (3-05-04). Soil, Geology and Geologic Hazard Study, Paint Brush Hills, Phase 2, El Paso County, Colorado. Entech Engineering, Inc. Job No. 11274.
10. TC Wait (5-03-04). Re: Paint Brush Hills Phase 2 - Preliminary Plan. Colorado Geological Survey, Review No. EP-04-0061.

### **Brief History**

Paint Brush Hills Filing 13 Final Plat (554 Lots on 301.85 acres) was approved in 2006, but the plat was never recorded. El Paso County has allowed the approved final plat to be developed in phases, with Paint Brush Hills Filing 13A (17 lots on 10.55 acres) being the first phase. El Paso County approved the final plat for this first phase (Filing 13A) on June 25, 2013.

The approximate 302 acre Filing 13 area was studied by Entech Engineering, Inc. (Entech) in 2004 (Reference 9), and reviewed by the Colorado Geological Survey (CGS), see Reference 10. As summarized by the CGS, the site (302 acres) is underlain by shallow sandy soils derived from sheet flow and windblown deposits. “The Dawson Formation underlies the soil deposits and is comprised of sandstones with claystone lenses that can be expansive. Bedrock was encountered at or near the ground surface in most of the test borings. **The primary geologic conditions at this site that could impact development are surface drainage and flooding, shallow bedrock and groundwater, hydrocompactive and expansive soils/bedrock, and stream bank erosion.**” (emphasis by the CGS)

The site lies in the Falcon Drainage Basin and detention ponds are planned or have already been constructed. Considering the shallow bedrock and groundwater that underlies the area, the drainage reports for the subdivisions (and the basin a whole) should be evaluated to take these conditions into account and proposed grading plans should be reviewed to ensure accurate estimates of runoff. It is unknown if any of the Paint Brush Hills subdivisions have, or plan to have, subsurface drainage systems.

### **Water Supply**

Water will be supplied via a public water (central) system provided by Paint Brush Hills Metropolitan District (PBHMD), see References 6 and 7. The water demand for the 17 lots in Filing 13A is estimated to be 6.9 acre-feet per year (0.4 acre-feet per lot per year). Estimates for the amount of groundwater available to the PBHMD have been summarized by Wm. Curtis Wells (Reference 1) and the Division of Water Resources (DWR), see Reference 3. These two water supply summaries differ significantly in the water availability estimates. My review of the PBHMD Determinations of Water Rights and well permit information yields yet another (different) amount of water as allocations and water that is available for appropriation. My summary is shown on Table I. The amount of bedrock groundwater allocated to PBHMD is estimated to be about 427 acre-feet per year for a 300-year supply. The amount of bedrock groundwater available for appropriation is estimated to be about 327 acre-feet per year for a 300-year supply.

The current ‘developed’ amount of bedrock groundwater is about 228 acre-feet per year (300-year supply), which is only from Arapahoe and Laramie Fox Hills aquifers. The Arapahoe allocation for Well No. 1 (Permit No. 17048-F) cannot be appropriated until the well is re-

permitted and re-drilled as an Arapahoe well. The Denver aquifer wells have not been drilled, so this 99 acre-feet appropriation has not been developed. The Dawson aquifer allocation cannot be appropriated until a replacement plan is approved.

The amount of ground water available to PBHMD through the Meridian Ranch Metropolitan District (MSMD) interconnection (reportedly from “Guthrie” alluvial water rights) remains to be clarified (see Reference 4). Additional documents will need to be submitted and reviewed to determine the amount available to PBHMD.

### **Water Demand**

Water demand (commitments) for the approved projects that are serviced by PBHMD also varies between the estimates provided by Wm. Curtis Wells and the Division of Water Resources (References 1 and 3). My estimate of current water demand varies from those two estimates. My estimate for the current water demand is provided in Table II and is about 380 acre-feet per year. My water demand estimates are based on the number of lots in each filing and use amounts provided by Wm. Curtis Wells (0.5 and 0.4 acre-feet per year per lot). There will be future water demands for the remaining 537 lots in Paint Brush Hills Filing 13. Assuming a use of 0.4 acre-feet per year per lot, it amounts to about 215 acre-feet per year. Therefore, for the total build-out of Paint Brush Hills the demand would be about 595 acre-feet per year.

The 2102 water use reported by PBHMD is provided by Wm. Curtis Wells (Reference 1) on his Table 2. Review of this information indicates a total of about 276 acre-feet were provided by PBHMD to the developments and facilities they serve. About 127 acre-feet were pumped from their Laramie Fox Hills wells (Well Nos. 7, 9, and 11). About 136 acre-feet were pumped from their Arapahoe wells (Well Nos. 2, 8, and 10). Of the remaining 13 acre-feet, about 4 acre-feet was supplied by Well No. 1 (Permit No. 17048-F) which is a dual aquifer well completed in both the Denver and Arapahoe aquifers and is not available for appropriation. The final 9 acre-feet was supplied by the Meridian Ranch Metropolitan District (MSMD) interconnection.

### **Water Supply Conclusions**

1. Total amount of bedrock groundwater allocated to PBHMD is about 128,000 acre-feet which is about 427 acre-feet per year for a 300-year supply. About 327 acre-feet of this is available for appropriation.
2. The current water demand (commitments) for PBHMD is about 380 acre-feet per year. This demand can be met assuming that all of the 327 acre-feet available for appropriation is developed (the Denver aquifer wells are drilled and put to beneficial use), and assuming that the 85 acre-feet of water is available through the Meridian Ranch Metropolitan District (MSMD) interconnection.
3. The total amount of water available for appropriation that has currently been ‘developed’ (wells completed) amounts to about 228 acre-feet per year (300-year supply). Since about 263 acre-feet of water were supplied by PBHMD in 2012 from their Arapahoe and Laramie Fox Hills wells, this means that either the Arapahoe or Laramie Fox Hills wells have exceeded the average annual amount allocated for a 300-year supply.
4. Well No. 1 (Permit No. 17048-F) is a dual aquifer well completed in both the Denver and Arapahoe aquifers and is not available for appropriation. About 4 acre-feet was reportedly pumped from this well in 2012.
5. The total water demand at build-out of Paint Brush Hills is estimated to be about 595 acre-feet per year. The allocated amount of bedrock ground water is about 427 acre-feet

per year for a 300-year supply. Even with 85 acre-feet from the Meridian Ranch interconnection, this supply is not sufficient to meet the projected total future demand at build-out.

It is recommended that the UBS District obtain copies of the following documents and information:

1. Meter readings for all the PBHMD wells from the start of beneficial use.
2. The 2003 agreement with the Colorado Division of Water Resources concerning the water use rates for the individual Paint Brush Hills filings (see Reference 1).
3. The 1990 Statement of Beneficial Use for well Permit No. 30593-F.
4. The intergovernmental agreement (IGA) between Paint Brush Hills and Meridian Ranch Metro. District. The Water Service Contract between Meridian Service Metro. District and Six Ninety Nine L.A., LLC.
5. The location, legal description, and ownership verification of 50-acres of parks and greenbelts within PBHMD and the Determination of Water Rights for the claimed acreage (see Reference 1).

### **Wastewater Treatment**

PBHMD will provide wastewater (sewer) service via a central system. The wastewater from the 17 new lots will be carried in a pipeline and treated by the Woodmen Hills Metropolitan District (see References 6, 7 and 8).

Please contact me if you have any questions or require additional information.

Respectfully,

JOHN HIMMELREICH & ASSOCIATES

A handwritten signature in blue ink, appearing to read "John W. Himmelreich, Jr.", with a stylized flourish at the end.

John W. Himmelreich, Jr., P.G.

**Table I  
Preliminary Water Supply Summary**

<b>Aquifer or Water Source</b>	<b>Determination or Permit Number, (#1) PBH Well# [A-1] PBH I.D.</b>	<b>Groundwater Allocation 100 year supply (af/yr)*</b>	<b>Groundwater Allocation 300 year supply (af/yr)*</b>	<b>Available for Appropriation (af/yr)*</b>	<b>Notes</b>
Dawson (Tdw)	719-BD	237	79	0	Needs replacement plan.
Dawson (Tdw)	215-BD	0	0	0	Determination Canceled
Denver (Tkd)	214-BD	298	99	99	No wells drilled yet.
Arapahoe (Ka)	46553-F (#3)[A-3] 55193-F (#6)[A-4] 60862-F (#8)[A-5] 64086-F(#10)[A-6]	182	61	61	See Ground Water Comm. Findings for 46553-F dated May 14, 1996
Arapahoe (Ka)	30593-F(#2)[A-2]	113	38	38	Allocation per DWR letter dated May 13, 2013 (1990 statement of beneficial use).
Arapahoe (Ka) This well is a dual aquifer well (Ka and Tkd).	17048-F (#1)[A-1]	62	21	0	Acre-feet allocation based on total of 357 af for 1440 acres minus other Ka allocations. Needs to be re-permitted and re-drilled.
Laramie Fox Hills (Klf)	47813-F(#4)[LFH-1] 50877-F(#5)[LFH-2] 55192-F(#7)[LFH-3] 63429-F(#9)[LFH-4] 64084-F(#11)[LFH-5]	388	129	129	See Ground Water Comm. Findings dated Jan.15, 1997
Total Bedrock		1280	427	327	
Guthrie Wells, Alluvium (Qal)	612-RFP and 27554-FP	85	85	85	<b>Needs clarification per DWR letter dated July 1, 2013</b>
Total		1365	512	412	

\*Acre-feet amounts have been rounded to the nearest whole number.

**Table II**

**Estimated Water Demand**

<b>Water Demand at Build-out</b>	<b>Number of Lots</b>	<b>Demand per Lot in acre -feet/year</b>	<b>Total Demand in acre -feet/year</b>
Filing 4	164	0.5	82
Filing 5	31	0.5	15.5
Filing 6	48	0.5	24
Filing 7	57	0.5	28.5
Filing 8	109	0.5	54.5
Filing 9	88	0.5	44
Filing 10	90	0.4	36
Filing 11	81	0.4	32.4
Filing 12	51	0.4	20.4
Filing 13a	17	0.4	6.9
Church			0.2
School			22
Greenbelts/parks			14
Total Current Demand			380.4
Filing 13	537	0.4	214.8
Total Future Demand			595.2

From: PJ Anderson <pja5713@gmail.com>

Sent: Saturday, July 27, 2013 4:15 PM

To: Doug Woods; Raul Guzman

Cc: Leon Gomes; Douglas Burrer; kim@pbhmd.com; Wendell Putnam;  
wendell@pbhmd.com; Floyd Roberts

Subject: Fwd: Paint Brush Hills

Attachments: ATT00001..htm; ReviewLetter7.26.13.pdf

Doug & Raul, This came in today. In addition to saying the 85 af issue needs to be clarified, Himmelreich apparently doesn't realize that Filings 5 - 9 at Paint Brush were under the County's 100 year rule so his calculations as to the total amount of water allocated to PBHMD are way off. Again, anything you can do to clarify the 85af issue would be appreciated. If the UBS wants to spend money having its consultants review the water availability of districts in its boundaries, UBS might extend the courtesy of first contacting those districts in a cooperative effort to obtain correct information. Thanks again for breakfast the other day. P. J.

**JDS-HYDRO CONSULTANTS, INC.**  
**AGREEMENT FOR ENGINEERING SERVICES**

THIS AGREEMENT, entered into at Colorado Springs on the \_\_\_ day of \_\_\_\_\_, 2013, by and between \_\_\_\_\_ Paint Brush Hills Metropolitan District hereinafter called "Client" and JDS-HYDRO CONSULTANTS, INC., a Colorado Corporation, hereinafter called "Engineer", is as follows:

The Client engages Engineer to perform professional services for a project known and described as Review of Legal and Physical Water Supply hereinafter called the "Project". The Client and Engineer for mutual consideration hereinafter set forth, agree as follows:

A. Engineer agrees to provide and perform certain professional engineering services for Client upon the Project as follows:

See Attached Scope of Services, 2 Pages

B. Client's responsibility shall be as follows:

See Attached Scope of Services, 2 Pages

C. Client agrees to pay Engineer as compensation for his services as follows:

See Attached Scope of Services, 2 Pages

D. The standard provisions set forth upon the reverse side are incorporated hereinto and made a part of this agreement.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this agreement upon the terms, conditions, and provisions above stated and on the reverse side of hereof, the day and year first above written.

JDS-HYDRO CONSULTANTS, INC.  
(Engineer)

  
(Signature)

BY John P. McGinn

TITLE President

PAINT BRUSH HILLS METROPOLITAN DISTRICT  
(Client)

\_\_\_\_\_  
(Signature)

BY \_\_\_\_\_

TITLE \_\_\_\_\_

## GENERAL PROVISIONS

The Client and Engineer agree that the following provisions shall be a part of their agreement.

1. Neither the Client nor Engineer shall assign his interest in this agreement without the written consent of the other.
2. All agreements on Engineer's part are contingent upon, and Engineer shall not be responsible for damages or be in default or be deemed to be in default by reason of, delays in performance by reason of strikes, lockouts, accidents, acts of God and other delays unavoidable or beyond Engineer's reasonable control, or due to shortages or unavailability of labor at established area wage rate or delays caused by failure of Client or Client's agents to furnish information or to approve or disapprove Engineer's work promptly, or due to late or slow, or faulty performance by Client, other contractors, or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of Engineer's work. In the case of the happening of any such cause of delay, the time of completion shall be extended accordingly.
3. In the event that any changes are made in the plans and specifications by the Client or persons other than the Engineer which affects the Engineer's work, any and all liability arising out of such changes is waived as against the Engineer and the Client assumes full responsibility for such changes unless Client has given Engineer prior notice and has received from Engineer written consent for such changes.
4. The Engineer is not responsible, and liability is waived by Client as against Engineer, for use by Client or any other person of any plans or drawings not signed by Engineer. The Engineer shall not be responsible for use of Engineer's plans and/or specifications by any third person or party, without the prior, express written consent of the Engineer.
5. All tracings, survey notes, computer records, including electronic files and other original documents as instruments of service are and shall remain the property of the Engineer, except where by law or precedent these documents become public property.
6. Our liability to the Client for injury or damage to persons or property arising out of work performed for the Client and for which legal liability may be found to rest upon us, other than for professional errors and omissions, will be limited to our general liability insurance coverage, which we maintain in limits in excess of \$500,000. For any damages on account of any error, omission or other professional negligence our liability will be limited to a sum not to exceed \$50,000 or our fee, whichever is greater.
7. Fees and all other charges will be billed monthly as the work progresses, and the net amount shall be due at the time of billing.
8. Interest of 1-1/2% per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within thirty (30) days, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by the Client.
9. The Client shall pay the costs of checking and inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, and all other fees, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this agreement.
10. In the event all or any portion of the work prepared or partially prepared by the Engineer be suspended, abandoned, or terminated, the Client shall pay the Engineer for the work performed on an hourly basis, not to exceed any maximum contract amount specified herein.
11. Any Opinion of the Construction Cost prepared by the Engineer represents his judgment as a design professional and is supplied for the general guidance of the Client. Since the Engineer has no control over the cost of labor and material, or over competitive bidding or market conditions, the Engineer does not guarantee the accuracy of such Opinions as compared to contractor bids or actual cost to the Client.
12. The Client agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours; and the Client further agrees to defend, indemnify and hold the Engineer harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting liability proximately arising from the sole negligence of the Engineer. In the performance of its professional services, Engineer will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of its profession practicing in the same or similar localities.
13. In the event Client fails to pay Engineer promptly or within sixty (60) days after invoices are rendered, then Client agrees that Engineer shall have the right to consider said default a total breach of this agreement and the duties of the Engineer under this agreement terminated. In such event, Client shall then promptly pay the Engineer for all of the fees, charges and services performed by Engineer on an agreed hourly basis.
14. Should litigation be necessary to collect any portion of the amount payable under this agreement, then all litigation and collection expenses, witness fees and court costs, and attorney's fees shall be paid to the prevailing party.
15. If Notice to Proceed from the Client does not commence within sixty (60) days from the date listed on the front of this contract, this contract may be considered null and void by either party, if so desired, and be subject to renegotiation prior to the Engineer commencing work on the project.
16. There are no understandings or agreements except as herein expressly stated.
17. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and the Engineer agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.
18. The Client and the Engineer further agree to include a similar mediation provision in all agreements with independent contractors and Clients retained for the project and to require all independent contractors and Clients also to include a similar mediation provision in all agreements with subcontractors, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

## **SCOPE OF SERVICES**

*for*

### ***Paint Brush Hills Metropolitan District Review of Legal and Physical Water Supply***

#### **General Scope Description:**

The purpose of the proposed engineering services is to review the existing legal water inventory for the PBHMD and prepare an opinion or revised opinion regarding the legal source of supply relative to current water commitments. This comparison will be performed with the El Paso County “300 Year Rule” as the standard. The second element is to perform a site visit to each actual source of supply and prepare an opinion as to the adequacy of the current physical water source of supply.

The opinion on physical source of supply will be enhanced by offering initial opinions on efforts that should be undertaken to bolster that supply where sources present deficiencies.

A more specific Scope of Services is as follows:

#### **Specific Scope of Services**

##### ***Legal Source of Supply Review and Opinion***

We are somewhat familiar with the PBHMD legal supply inventory, and will review the existing inventory and provide our own opinion which may vary somewhat. We know that unless certain conditions in the well permits, determinations, and/or Meridian Contract vary dramatically from what we assume, the legal supply as currently presented is reasonably accurate with a few minor issues.

##### ***Physical Source of Supply Review and Opinion***

Although we have some familiarity with the actual sources of supply, there appears to be some discrepancy in what may or may not be known.

We would make a site visit with operations staff to each of the physical sources, observe pumping if well is available for service and discuss staffs understanding of any deficiencies and/or problems.

Our review will tabulate the existing sources as currently capable and prepare an opinion as to current safe annual supply and safe peaking supply. Additionally we will notate deficiencies in well sources and discuss near-term actions to correct prioritized deficiencies.

##### ***Prepare Report***

Prepare a brief letter report to the Board summarizing our findings on both legal and physical source of supply. We would expect a Board Meeting or Work Session with the

Board and staff to provide for discussion of current conditions and answer questions about the report.

Dependent on the circumstances, it may be reasonable to present contingent supplies relating to legal, physical, or both supplies in order to provide a little better outlook for near term upgrades.

***Not to Exceed Fee: \$3,800.00***

***Assumptions:***

- PBHMD has all Determinations, Contractual Right Documents, and Well Permits available in hard or electronic copy.
- PBHMD has reasonable records of actual metered pumping amounts from recent years. Obviously we will work with what we have, but if 5 years of valid data are available, that would bolster the support of the physical supply. Reasonable records of tap numbers would also be necessary.
- PBHMD has maintained its Consumer Confidence Report(s) for the last two years and those are available in hard or electronic copy.
- Current actions and status of the Dawson Replacement Plan are available.

**STANDARD BILLING RATES  
2013**

**JDS-Hydro Consultants, Inc.**

Category	Rate (\$/hour)
Principal Engineer	\$ 145.00
Project Manager	\$ 135.00
Staff Engineer, II	\$ 120.00
Staff Engineer I	\$ 95.00
Engineering Technician	\$ 85.00
Engineer On-Site Inspection/Observation	\$ 85.00
Administrative/Clerical	\$ 55.00
Mileage	\$.555/mile
Direct costs (added to external sources only)	cost + 5%