



ROXBOROUGH WATER AND SANITATION DISTRICT

DUE TO CONSTRUCTION AT THE DISTRICT'S OFFICES, THIS MEETING WILL BE HELD VIRTUALLY VIA ZOOM.

The Roxborough Water & Sanitation District and Plum Valley Heights Subdistrict of the Roxborough Water & Sanitation District Regular Board meeting will be held via video conference at ZOOM Meeting ID 874 5981 8759; Password: 694389

Date: Wednesday, September 21, 2022

Time: 8:00 am

Board of Directors

Dave Bane, President
Ken Maas, Vice President
Keith Lehmann, Secretary
Christine Thomas, Treasurer
John Kim, Assistant Secretary

Term Expiration

5/2023
5/2023
5/2025
5/2025
5/2025

- I. Call to Order as the Roxborough Water And Sanitation District (RWSD) Board of Directors regular meeting
- II. Declaration of Quorum/Disclosure of Conflicts of Interest
- III. Public Comment on items not on Agenda

- IV. **CONVENE AS THE BOARD OF THE PLUM VALLEY HEIGHTS (PVH) SUBDISTRICT OF THE RWSD BOARD**
- V. Consent Agenda
 - a. Approve the Minutes of the Regular Meeting of the PVH Subdistrict which are contained in and are part of the Minutes of the Roxborough Water & Sanitation District Minutes for the Regular Meeting on August 17, 2022.
- VI. Staff Reports
 - a. General Manager's Report
 - b. Financial Reports

- VII. **ADJOURN AS THE PVH SUBDISTRICT OF RWSD AND RECONVENE AS THE RWSD BOARD**
- VIII. Consent Agenda
 - a. Approve the Minutes of the Regular Meeting of the RWSD on August 17, 2020.
 - b. Ratify Payrolls for August 31 and September 15, 2022
 - c. Ratify Payments since August 17, 2022: 101831-101847, 101849-101862, 101864-101882, 101889-101895, 101899-101901, 101903-101904, 101906-101907, 101910.
 - d. Approve Payments of Claims: 101848, 101863, 101883-101888, 101896-101898, 101902, 101905, 101908-101909, 101911.
 - e. Approve Change Order #3 for the WTP HSP Serving DWSD for temporary VFD rental in the amount of \$17,580.00 and 165 days.
 - f. Approve Change Order #A.33 for the WTP HSP Serving DWSD for Phase 2 Conversion of Backwash Pond to Emergency Containment Basin in the amount of \$1,171,676.00 and 161 days.
 - g. Approve Pay App #7 for the WTP HSP Serving DWSD in the amount of \$89,477.65.
 - h. Approve Change Order #3 for Rampart Range Road Transmission Main Replacement to add \$24,171.00 and 2 days.
 - i. Approve Pay App #5 for the Rampart Range Road Transmission Main Replacement in the amount of \$630,434.18
 - j. Approve Change Order #1 for Roxborough Lift Station Pump Replacement to add \$0.00 and 10 days.
 - k. Approve Pay App #1 for the Roxborough Lift Station Pump Replacement Project in the amount of \$81,294.35.
 - l. Approve Amendment #2 for the Filter Optimization Study with HDR Engineering in the amount of \$14,523

- IX. Staff Reports
 - a. General Manager's Report
 - b. Legal Counsel Report
 - c. Operation Director's Report
 - d. Engineering Report/Water Use Graphs
 - e. Financial Report

- X. Action Items
 - a. Consider approval of the Purchase and Sale Agreement with the Town of Castle Rock for the Meadow Ditch Water Rights and the Bell Mountain Groundwater Rights.

- XI. **Adjourn**

RECORD OF PROCEEDINGS

**MINUTES OF THE REGULAR MEETING
OF THE BOARD OF DIRECTORS OF THE ROXBOROUGH WATER AND SANITATION DISTRICT AND THE
BOARD OF DIRECTORS OF THE PLUM VALLEY HEIGHTS SUBDISTRICT OF ROXBOROUGH WATER AND SANITATION
DISTRICT HELD
August 17, 2022**

A regular meeting of the Board of Directors of the Roxborough Water and Sanitation District and the Board of Directors of the Plum Valley Heights Subdistrict was held on August 17, 2022, at 8:00 a.m. The meeting was conducted in person in the Community Room at West Metro Fire, 6222 N. Roxborough Park Drive, and via Zoom meeting. Notice of the meeting and the Zoom ID and Password were duly posted at the District's Administrative Offices and on the District's website, as required by State law.

ATTENDANCE: Directors: Dave Bane President
 Ken Maas Vice President
 Christine Thomas Treasurer
 John Kim Assistant Secretary

Consultants: Bill Goetz, TST Infrastructure, LLC
 Ted Snailum, TWS Financial
 Alan Pogue, Icenogle Seaver Pogue, PC

RWSD Staff: Barbara Biggs Residents: Stephen Throneberry (via Zoom)
 Mike Marcum
 Lisa Hoover
 Lucie Taylor

CALL TO ORDER:

The meeting was called to order at 8:01 a.m. by Director Bane, it was also established that a quorum was in attendance and there were no conflicts of interest to disclose. Upon a motion from Director Thomas, second by Director Kim, and unanimous vote, Director Lehmann was excused.

PLUM VALLEY HEIGHTS SUBDISTRICT:

Upon a motion by Director Thomas, second by Director Kim, and a unanimous vote, the Board convened as the Board of the Plum Valley Heights Subdistrict of Roxborough Water and Sanitation District.

CONSENT AGENDA:

Upon a motion by Director Thomas, second by Director Kim, and a unanimous vote, the Board approved the Consent Agenda which consisted of:

- A. Approved the Minutes of the Plum Valley Heights Subdistrict of Roxborough Water and Sanitation District which are contained in and part of the Roxborough Water and Sanitation District Minutes for the July 20, 2022, Regular Meeting.

GENERAL MANAGER'S REPORT:

Ms. Biggs provided a report on recent activities in the Plum Valley Heights Subdistrict. A copy of Ms. Biggs' report is attached to these minutes.

FINANCIAL PVH:

Ted Snailum of TWS Financial presented the June 2022 Financial Recap for Plum Valley Heights. Upon a motion from Director Thomas, second by Director Kim, and a unanimous vote, the Board approved the financial report for Plum Valley Heights.

ADJOURN AS THE PVH SUBDISTRICT OF RWSD AND RECONVENE AS THE ROXBOROUGH WATER AND SANITATION DISTRICT BOARD:

Upon a motion by Director Thomas, second by Director Kim, and a unanimous vote, the Board adjourned as the Subdistrict Board and reconvened as the Roxborough Water and Sanitation District Board (RWSD).

CONSENT AGENDA:

Upon a motion from Director Thomas, second by Director Kim, and a unanimous vote, the Board approved the Consent Agenda which consisted of:

- a. Approved the Minutes of the Regular Meeting of the RWSD on July 20, 2020.
- b. Ratified Payrolls for July 31 and August 15, 2022
- c. Ratified Payments since July 20, 2022: 101752-101799, 101803-101819, 101822, 101825-101829
- d. Approved Payments of Claims: 101800, 101801, 101802,101820, 101821, 101823, 101824, 101830
- e. Approved Pay App #6 for the WTP HSP Serving DWSD in the amount of \$62,751.82
- f. Approved Change Order #2 for Rampart Range Road Transmission Main Replacement to add \$22,728.00 and 36 days.
- g. Approved Pay App #4 for the Rampart Range Road Transmission Main Replacement in the amount of \$668,129.22

GENERAL MANAGER’S REPORT:

Ms. Biggs provided the General Manager’s Report. A copy of Ms. Biggs’ report is attached to these minutes.

LEGAL COUNSEL REPORT:

Mr. Pogue provided an overview of the Legislative Summary and how Senate Bill 22-238 could impact RWSD. He will provide further details at the September board meeting on the potential impact the Bill could have to RWSD’s mill levy.

OPERATIONS:

Mr. Marcum provided the Operations Report, and a copy is attached to these minutes.

ENGINEERING:

Mr. Goetz, of TST Infrastructure, provided the engineering status report to the Board. A copy of Mr. Goetz’s report is attached to these minutes.

FINANCIAL RWSD:

Ted Snailum, of TWS Financial, presented the June 2022 RWSD Financial Statements to the Board. Upon a motion by Director Thomas, second by Director Kim, and unanimous vote by the Board, the financial report was approved.

ADJOURN:

Upon a motion by Director Kim, second by Director Thomas, and a unanimous vote, the meeting was adjourned at 9:06 a.m.

Secretary of the meeting: _____



ROXBOROUGH WATER AND SANITATION DISTRICT

General Manager's Report

Plum Valley Heights Subdistrict of Roxborough Water and Sanitation District

September 21, 2022

Valley View Christian Church:

- We have tentatively agreed on language for the easement from the Property Owners Association (POA) and are waiting for a final draft from their attorney.
- We have agreed on an alignment for the water main that follows the bridle path through the open space. This alignment will simplify post-construction revegetation and provide access for future operation and maintenance.

Titan Road Industrial Park:

- Nothing new to report.

McMakin Property:

- RWSD reiterated the conditions of the will serve letter for the property for up to 16 equivalent residential units (EQRs).

Centennial WSD Connections:

- Issues with reading the meters has been resolved.

**Roxborough Water and Sanitation - PVH
Financial Recap
July 31, 2022**

General Fund

1. Property taxes collected for the month total \$ 64,144
2. Specific ownership taxes collected for the month total \$ 3,091
3. Paid \$ 1000 for monthly accounting fees



ROXBOROUGH WATER AND SANITATION DISTRICT

DUE TO CONSTRUCTION AT THE DISTRICT'S OFFICES, THIS MEETING WILL BE HELD VIRTUALLY VIA ZOOM.

The Roxborough Water & Sanitation District and Plum Valley Heights Subdistrict of the Roxborough Water & Sanitation District Regular Board meeting will be held via video conference at ZOOM Meeting ID 874 5981 8759; Password: 694389

Date: Wednesday, September 21, 2022

Time: 8:00 am

Board of Directors

Dave Bane, President
Ken Maas, Vice President
Keith Lehmann, Secretary
Christine Thomas, Treasurer
John Kim, Assistant Secretary

Term Expiration

5/2023
5/2023
5/2025
5/2025
5/2025

- I. Call to Order as the Roxborough Water And Sanitation District (RWSD) Board of Directors regular meeting
- II. Declaration of Quorum/Disclosure of Conflicts of Interest
- III. Public Comment on items not on Agenda

- IV. **CONVENE AS THE BOARD OF THE PLUM VALLEY HEIGHTS (PVH) SUBDISTRICT OF THE RWSD BOARD**
- V. Consent Agenda
 - a. Approve the Minutes of the Regular Meeting of the PVH Subdistrict which are contained in and are part of the Minutes of the Roxborough Water & Sanitation District Minutes for the Regular Meeting on August 17, 2022.
- VI. Staff Reports
 - a. General Manager's Report
 - b. Financial Reports

- VII. **ADJOURN AS THE PVH SUBDISTRICT OF RWSD AND RECONVENE AS THE RWSD BOARD**
- VIII. Consent Agenda
 - a. Approve the Minutes of the Regular Meeting of the RWSD on August 17, 2020.
 - b. Ratify Payrolls for August 31 and September 15, 2022
 - c. Ratify Payments since August 17, 2022: 101831-101847, 101849-101862, 101864-101882, 101889-101895, 101899-101901, 101903-101904, 101906-101907, 101910.
 - d. Approve Payments of Claims: 101848, 101863, 101883-101888, 101896-101898, 101902, 101905, 101908-101909, 101911.
 - e. Approve Change Order #3 for the WTP HSP Serving DWSD for temporary VFD rental in the amount of \$17,580.00 and 165 days.
 - f. Approve Change Order #A.33 for the WTP HSP Serving DWSD for Phase 2 Conversion of Backwash Pond to Emergency Containment Basin in the amount of \$1,171,676.00 and 161 days.
 - g. Approve Pay App #7 for the WTP HSP Serving DWSD in the amount of \$89,477.65.
 - h. Approve Change Order #3 for Rampart Range Road Transmission Main Replacement to add \$24,171.00 and 2 days.
 - i. Approve Pay App #5 for the Rampart Range Road Transmission Main Replacement in the amount of \$630,434.18
 - j. Approve Change Order #1 for Roxborough Lift Station Pump Replacement to add \$0.00 and 10 days.
 - k. Approve Pay App #1 for the Roxborough Lift Station Pump Replacement Project in the amount of \$81,294.35.
 - l. Approve Amendment #2 for the Filter Optimization Study with HDR Engineering in the amount of \$14,523

- IX. Staff Reports
 - a. General Manager's Report
 - b. Legal Counsel Report
 - c. Operation Director's Report
 - d. Engineering Report/Water Use Graphs
 - e. Financial Report

- X. Action Items
 - a. Consider approval of the Purchase and Sale Agreement with the Town of Castle Rock for the Meadow Ditch Water Rights and the Bell Mountain Groundwater Rights.

- XI. **Adjourn**



Change Order No. 3

Date of Issuance: September 21, 2022	Effective Date: September 21, 2022
Owner: Roxborough Water and Sanitation District	Owner's Contract No.: N/A
Contractor: Moltz Construction Inc.	Contractor's Project No.:
Engineer: TST Infrastructure, LLC	Engineer's Project No.: 001.383.02
Project: RWSD WTP High Service Pump Addition Serving DWSD	Contract Name: RWSD WTP High Service Pump Addition Serving DWSD

The Contract is modified as follows upon execution of this Change Order:

Description:

1. WCD No. 7: Provide temporary rental VFD to allow use of the HSP until permanent VFD is delivered and installed. Includes cost of installation, temporary programming, and removal of the rental/temporary VFD equipment. See attached Work Change Directive No. 7. Add \$17,580.00,
Add 161 days

Total Change Order No. 3: Add \$17,580.00,
Add 165 days

Attachments: *Work Change Directive No. 7 (dated 5/12/2022), Change Order No. A.3 dated 09/21/2022*

Change Order No. 3

CHANGE IN CONTRACT PRICE

WTP High Service Pump Serving DWSD (Original Contract)

Original Contract Price:	\$ <u>474,145.00</u>
Increase from previously approved Change Orders No. <u>1</u> to No. <u>2</u> :	\$ <u>49,163.22</u>
Contract Price prior to this Change Order:	\$ <u>523,308.22</u>
Increase of Change Order No. <u>3</u> :	\$ <u>17,580.00</u>

Contract Price incorporating this Change Order:	\$ <u>540,888.22</u>
---	----------------------

50% RWSD/DWSD Change Orders (Change Order A)

Original Change Order <u>N/A</u> Price:	\$ <u>N/A</u>
Increase from previously approved Change Order No. <u>A.1-A.2</u> :	\$ <u>339,338.07</u>
Contract Price prior to this Change Order:	\$ <u>339,338.07</u>
Increase of Change Order No. <u>A.3</u> :	\$ <u>1,171,676.00</u>

Contract Price incorporating this Change Order:	\$ <u>1,511,014.07</u>
---	------------------------

100% RWSD Change Orders (Change Order B)

Original Change Order <u>N/A</u> Price:	\$ <u>N/A</u>
Increase from previously approved Change Orders No. <u>B.1</u> :	\$ <u>49,735.00</u>
Contract Price prior to this Change Order:	\$ <u>49,735.00</u>
Increase of Change Order No. <u>N/A</u> :	\$ <u>N/A</u>

Contract Price incorporating this Change Order:	\$ <u>49,735.00</u>
---	---------------------

Current Contract Price incorporating this(these) Change Order(s):	\$ <u>2,101,637.29</u>
---	------------------------

Change Order No. 3

CHANGE IN CONTRACT TIMES

WTP High Service Pump Serving DWSD (Original Contract)

Original Contract Times:

Substantial Completion: May 16, 2022
 Final Completion: June 15, 2022

Increase from previously approved Change Orders No. 1 to No. 2 :

Substantial Completion: 0 days
 Final Completion: 0 days

Contract Times prior to this Change Order:

Substantial Completion: May 16, 2022
 Final Completion: June 15, 2022

Increase of Change Orders No. 3:

Substantial Completion: 165 days
 Final Completion: 165 days

Contract Times incorporating WTP High Service Pump Serving DWSD Change Orders:	
Substantial Completion:	<u>October 28, 2022</u>
Final Completion:	<u>November 27, 2022</u>

50% RWSD/DWSD Change Orders (Change Order A)

Original Change Order A.1 Contract Times:

Substantial Completion: July 15, 2022
 Final Completion: August 14, 2022

Increase from previously approved Change Order No. A.2 :

Substantial Completion: 76 days
 Final Completion: 76 days

Contract Times prior to this Change Order:

Substantial Completion: September 29, 2022
 Final Completion: October 29, 2022

Increase of Change Order No. A.3:

Substantial Completion: 161 days
 Final Completion: 161 days

Contract Times for 50% RWSD/DWSD Change Orders Change Order A:	
Substantial Completion:	<u>March 9, 2023</u>
Final Completion:	<u>April 8, 2023</u>




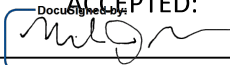
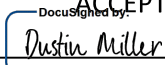
Change Order No. 3

100% RWSD Change Orders (Change Order B)

Original Change Order N/A Contract Times:
 Substantial Completion: N/A
 Final Completion: N/A
 Increase to Original Contract from previously approved Change Orders No. B.1 :
 Substantial Completion: July 15, 2022
 Final Completion: August 14, 2022
 Contract Times prior to this Change Order:
 Substantial Completion: N/A
 Final Completion: N/A
 Increase of Change Order No. N/A:
 Substantial Completion: N/A
 Final Completion: N/A

Contract Times for 100% RWSD Change Orders Change Order B:	
Substantial Completion:	<u>July 15, 2022</u>
Final Completion:	<u>August 14, 2022</u>

Current Contract Times incorporating Change Order(s):	
WTP High Service Pump Serving DWSD (Original Contract)	
Substantial Completion:	<u>375 days (October 28, 2022)</u>
Final Completion:	<u>405 days (November 27, 2022)</u>
50% RWSD/DWSD Change Orders (Change Order A)	
Substantial Completion:	<u>March 9, 2023</u>
Final Completion:	<u>April 8, 2023</u>
100% RWSD Change Orders (Change Order B)	
Substantial Completion:	<u>July 15, 2022</u>
Final Completion:	<u>August 14, 2022</u>

<p>RECOMMENDED:</p> <p>By: <u></u> <small>DocuSigned by: Mike Cotto</small> Title: <u>Principal</u> Date: <u>September 12, 2022 4:31:23 PM</u></p>	<p>ACCEPTED:</p> <p>By: <u></u> <small>DocuSigned by: Mike Cotto</small> Title: <u>Director of Operations</u> Date: <u>September 12, 2022 4:45:36 PM</u></p>	<p>ACCEPTED:</p> <p>By: <u></u> <small>DocuSigned by: Dustin Miller</small> Title: <u>Superintendent</u> Date: <u>September 9, 2022 2:55:49 PM MDT</u></p>
---	---	---

Approved by Funding Agency (if applicable)

By: _____ Date: _____

Title: _____

Change Order No. A.3

Date of Issuance: September 21, 2022	Effective Date: September 21, 2022
Owner: Roxborough Water and Sanitation District	Owner's Contract No.: N/A
Contractor: Moltz Construction Inc.	Contractor's Project No.:
Engineer: TST Infrastructure, LLC	Engineer's Project No.: 001.383.02
Project: RWSD WTP High Service Pump Addition Serving DWSD	Contract Name: RWSD WTP High Service Pump Addition Serving DWSD

The Contract is modified as follows upon execution of this Change Order:

Description:

- | | |
|---|---|
| <p>1. <u>WCD No. 9</u>: Provide Water Treatment Plant Backwash Bond Phase 2 as shown on the drawings dated April 5, 2022 containing 35 sheets and specifications containing 275 pages. Also includes grading and backwash pond drain pipe in additional Design Drawings with revision date August 23, 2022. Includes all coordination, material, installation, and permits as required by Douglas County. See attached Work Change Directive No. 9.</p> | <p>Add \$1,164,736.00,
Add 161 days</p> |
| <p>2. <u>WCD No. 10</u>: Provide WTP Reclaim Building Bathroom Addition fire alarm strobe as required by South Metro Fire Rescue. Includes all coordination, material, installation, and permits as required by South Metro Fire Rescue. See attached Work Change Directive No. 10.</p> | <p>Add \$6,940.00,
Add 0 days</p> |

Total Change Order No. A.3:	Add \$1,171,676.00, Add 161 days
-----------------------------	-------------------------------------

Attachments: *Work Change Directive No. 9 (dated 6/15/2022), Work Change Directive No. 10 (dated 8/30/2022), Change Order No. 3 dated 09/21/2022*

Change Order No. A.3

CHANGE IN CONTRACT PRICE

WTP High Service Pump Serving DWSD (Original Contract)

Original Contract Price:	\$ <u>474,145.00</u>
Increase from previously approved Change Orders No. <u> 1 </u> to No. <u> 2 </u> :	\$ <u>49,163.22</u>
Contract Price prior to this Change Order:	\$ <u>523,308.22</u>
Increase of Change Order No. <u> 3 </u> :	\$ <u>17,580.00</u>

Contract Price incorporating this Change Order:	\$ <u>540,888.22</u>
---	----------------------

50% RWSD/DWSD Change Orders (Change Order A)

Original Change Order <u>N/A</u> Price:	\$ <u>N/A</u>
Increase from previously approved Change Order No. <u> A.1-A.2 </u> :	\$ <u>339,338.07</u>
Contract Price prior to this Change Order:	\$ <u>339,338.07</u>
Increase of Change Order No. <u> A.3 </u> :	\$ <u>1,171,676.00</u>

Contract Price incorporating this Change Order:	\$ <u>1,511,014.07</u>
---	------------------------

100% RWSD Change Orders (Change Order B)

Original Change Order <u>N/A</u> Price:	\$ <u>N/A</u>
Increase from previously approved Change Orders No. <u> B.1 </u> :	\$ <u>49,735.00</u>
Contract Price prior to this Change Order:	\$ <u>49,735.00</u>
Increase of Change Order No. <u> N/A </u> :	\$ <u>N/A</u>

Contract Price incorporating this Change Order:	\$ <u>49,735.00</u>
---	---------------------

Current Contract Price incorporating this(these) Change Order(s):	\$ <u>2,101,637.29</u>
---	------------------------

Change Order No. A.3

CHANGE IN CONTRACT TIMES

WTP High Service Pump Serving DWSD (Original Contract)

Original Contract Times:

Substantial Completion: May 16, 2022
 Final Completion: June 15, 2022

Increase from previously approved Change Orders No. 1 to No. 2 :

Substantial Completion: 0 days
 Final Completion: 0 days

Contract Times prior to this Change Order:

Substantial Completion: May 16, 2022
 Final Completion: June 15, 2022

Increase of Change Orders No. 3 :

Substantial Completion: 165 days
 Final Completion: 165 days

Contract Times incorporating WTP High Service Pump Serving DWSD Change Orders:	
Substantial Completion:	<u>October 28, 2022</u>
Final Completion:	<u>November 27, 2022</u>

50% RWSD/DWSD Change Orders (Change Order A)

Original Change Order A.1 Contract Times:

Substantial Completion: July 15, 2022
 Final Completion: August 14, 2022

Increase from previously approved Change Order No. A.2 :

Substantial Completion: 76 days
 Final Completion: 76 days

Contract Times prior to this Change Order:

Substantial Completion: September 29, 2022
 Final Completion: October 29, 2022

Increase of Change Order No. A.3 :

Substantial Completion: 161 days
 Final Completion: 161 days

Contract Times for 50% RWSD/DWSD Change Orders Change Order A:	
Substantial Completion:	<u>March 9, 2023</u>
Final Completion:	<u>April 8, 2023</u>



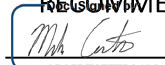

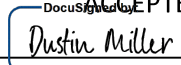
Change Order No. A.3

100% RWSD Change Orders (Change Order B)

Original Change Order N/A Contract Times:
 Substantial Completion: N/A
 Final Completion: N/A
 Increase to Original Contract from previously approved Change Orders No. B.1 :
 Substantial Completion: July 15, 2022
 Final Completion: August 14, 2022
 Contract Times prior to this Change Order:
 Substantial Completion: N/A
 Final Completion: N/A
 Increase of Change Order No. N/A:
 Substantial Completion: N/A
 Final Completion: N/A

Contract Times for 100% RWSD Change Orders Change Order B:	
Substantial Completion:	<u>July 15, 2022</u>
Final Completion:	<u>August 14, 2022</u>

Current Contract Times incorporating Change Order(s):	
WTP High Service Pump Serving DWSD (Original Contract)	
Substantial Completion:	<u>375 days (October 28, 2022)</u>
Final Completion:	<u>405 days (November 27, 2022)</u>
50% RWSD/DWSD Change Orders (Change Order A)	
Substantial Completion:	<u>March 9, 2023</u>
Final Completion:	<u>April 8, 2023</u>
100% RWSD Change Orders (Change Order B)	
Substantial Completion:	<u>July 15, 2022</u>
Final Completion:	<u>August 14, 2022</u>

By: <u></u> <small>RECOMMENDED:</small> <small>AB38E877B24A9</small> Engineer (if required)	By: <u></u> <small>ACCEPTED:</small> <small>1A855C4AC328E</small> Owner (Authorized Signature)	By: <u></u> <small>ACCEPTED:</small> <small>ACEA815E75144E</small> Contractor (Authorized Signature)
Title: <u>Principal</u>	Title: <u>Director of Operations</u>	Title: <u>Superintendent</u>
Date: <u>September 12, 2022 4:31:42 PM MDT</u>	Date: <u>September 12, 2022 4:46:17 PM MDT</u>	Date: <u>September 9, 2022 2:54:56 PM MDT</u>

Approved by Funding Agency (if applicable)
 By: _____ Date: _____
 Title: _____

Contractor's Application for Payment No. 7

	Application Period: 7-28-22 to 8-31-22	Application Date: 9/9/2022
To (Owner): Roxborough Water and Sanitation District	From (Contractor): Moltz Construction Inc.	Via (Engineer): TST Infrastructure, LLC
Project: WTP High Service Pump Addition Serving DWSD	Contract: WTP High Service Pump Addition Serving DWSD	
Owner's Contract No.: n/a	Contractor's Project No.: 21-70	Engineer's Project No.: 001.383.02

Application For Payment Change Order Summary

Approved Change Orders	Additions	Deductions
Number		
No. 1-2	\$49,163.22	
No. 3 (PENDING)	\$17,580.00	
No. A.1-A.2	\$339,338.07	
B.1	\$49,375.00	
No. A.3 (Pending)	\$1,171,676.00	
TOTALS	\$1,627,132.29	
NET CHANGE BY CHANGE ORDERS	\$1,627,132.29	

1. ORIGINAL CONTRACT PRICE.....	\$	\$474,145.00
2. Net change by Change Orders.....	\$	\$1,627,132.29
3. Current Contract Price (Line 1 ± 2).....	\$	\$2,101,277.29
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates).....	\$	\$779,822.24
5. RETAINAGE:		
a. 5% X \$779,822.24 Work Completed.....	\$	\$38,991.11
b. 5% X _____ Stored Material.....	\$	
c. Total Retainage (Line 5.a + Line 5.b).....	\$	\$38,991.11
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$	\$740,831.13
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	\$651,353.48
8. AMOUNT DUE THIS APPLICATION.....	\$	\$89,477.65
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above).....	\$	\$1,360,806.16 1,360,446.16

M.G.

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

DocuSigned by:
Contractor Signature *Dustin Miller*
ACEA815E751444E...

By: Dustin Miller

Date: September 12, 2022 | 4:34:38 PM MDT

Payment of: \$ 89,477.65
 (Line 8 or other - attach explanation of the other amount)

is recommended by: *Moh Canto* September 12, 2022 | 4:35:19
AB35BE8777B24A9... (Date)

Payment of: \$ 89,477.65
 (Line 8 or other - attach explanation of the other amount)

is approved by: *Milg* September 12, 2022 | 4:47:04
1A8855CAD7E241B... (Owner) (Date)

Approved by: _____
 Funding or Financing Entity (if applicable) (Date)



Change Order No. 3

Date of Issuance: 09/21/2022	Effective Date: 09/21/2022
Owner: Roxborough Water and Sanitation District	Owner's Contract No.: N/A
Contractor: American West Construction, LLC	Contractor's Project No.:
Engineer: TST Infrastructure, LLC	Engineer's Project No.: 001.379.03
Project: Rampart Range Road Transmission Main Replacement	Contract Name: Rampart Range Road Transmission Main Replacement

The Contract is modified as follows upon execution of this Change Order:

Description:

- | | |
|--|---------------------------------------|
| <p>1. Adjust contract price to provide compensation for costs associated with construction delays due to unknown and unidentified utilities encountered during installation of the waterline. See summary below of unknown utilities encountered and attached American West Change Order 03.</p> <p>A. 8/3/2022 – STA 19+87: \$14,153.00 for (3) 3” Fiber Optic lines encountered at 5’ – 6.5’ depth that were not previously identified when potholing during the design. Sticks of pipe needed to be removed and reinstalled to deflect around unknown fiber lines.</p> <p>B. 8/11/2022 – STA 22+22: \$3,774.00 for 3” Fiber Optic lines encountered at 8’ depth that were not identified in previous utility locates or potholing during the design. Hand digging to significant depth in order to find unlocated fiber line was required.</p> <p>C. 8/23/2022 – STA 29+44: \$3,506.00 for 3” Conduit containing (3) 3/4” power lines encountered at ~2’ depth that was not identified in previous utility locates or potholing during the design. An emergency locate was required after contacting the power line.</p> <p>D. 8/24/2022 – STA 31+25: \$2,738.00 for 12” conduit containing 6” irrigation main encountered that was not located in original potholing during the design. Hand digging was required to find unlocated irrigation line.</p> | <p>Add \$24,171.00
Add 2 days</p> |
|--|---------------------------------------|

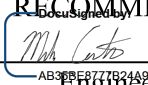
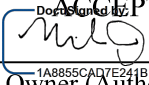
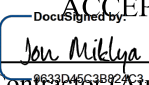
Total Change Order No. 3:	Add \$24,171.00 Add 2 days to Milestone 2, Substantial Completion, and date of Final Payment.
---------------------------	--

Attachments: *American West Change Order 03 dated 8/31/2022*



Change Order No. 3

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ <u>2,856,515.50</u>	Original Contract Times: Milestone 1: <u>4/1/2022</u> Milestone 2: <u>8/26/2022</u> Substantial Completion: <u>11/6/2022 (270 days)</u> Ready for Final Payment: <u>12/6/2022 (300 days)</u> days or dates
Increase from previously approved Change Orders No. <u>1</u> to No. <u>2</u> : \$ <u>67,488.00</u>	Increase from previously approved Change Orders No. <u>1</u> to No. <u>2</u> : Milestone 1: <u>N/A</u> Milestone 2: <u>37 days</u> Substantial Completion: <u>37 days</u> Ready for Final Payment: <u>37 days</u> days or dates
Contract Price prior to this Change Order: \$ <u>2,924,003.50</u>	Contract Times prior to this Change Order: Milestone 1: <u>4/1/2022</u> Milestone 2: <u>10/2/2022</u> Substantial Completion: <u>12/13/2022 (307 days)</u> Ready for Final Payment: <u>1/12/2022 (337 days)</u> days or dates
Increase of this Change Order: \$ <u>24,171.00</u>	Increase of this Change Order: Milestone 1: <u>0 days</u> Milestone 2: <u>2 days</u> Substantial Completion: <u>2 days</u> Ready for Final Payment: <u>2 days</u> days or dates
Contract Price incorporating this Change Order: \$ <u>2,948,174.50</u>	Contract Times with all approved Change Orders: Milestone 1: <u>4/1/2022</u> Milestone 2: <u>10/4/2022</u> Substantial Completion: <u>12/15/2022 (309 days)</u> Ready for Final Payment: <u>1/14/2023 (339 days)</u> days or dates

<p>RECOMMENDED:</p> <p>By: <u></u> <small>DocuSigned by: AB38BF8777B24A9</small> Engineer (if required)</p> <p>Title: <u>Principal</u></p> <p>Date: <u>September 12, 2022 7:59:00 AM</u></p>	<p>ACCEPTED:</p> <p>By: <u></u> <small>DocuSigned by: 1A8855CAD7E241B</small> Owner (Authorized Signature)</p> <p>Title: <u>Director of Operations</u></p> <p>Date: <u>September 12, 2022 8:39:54 AM</u></p>	<p>ACCEPTED:</p> <p>By: <u></u> <small>DocuSigned by: 8633D46C3B929C3</small> Contractor (Authorized Signature)</p> <p>Title: <u>Project Manager</u></p> <p>Date: <u>September 9, 2022 12:13:11 PM</u></p>
--	--	--

Approved by Funding Agency (if applicable)

By: _____ Date: _____
 Title: _____



Change Order: 03

Project Name: **Rampart Range Road Transmission Main Replacement**Contract Date: **February 9, 2022**Owner Project #: **001.379.01**Change Order Date: **August 31, 2022**AWC Project #: **2205**

Reason For Change Order:

Unknown existing underground utility crossings which caused three sticks of pipe to be removed and relayed at lower elevation. Additional potholing for unmarked fiber optic line and irrigation line.

Work Description:

Unknown existing underground utility crossings which caused three sticks of pipe to be removed and relayed at lower elevation. Additional potholing for unmarked fiber optic line and irrigation line.

CHANGE ORDER DETAIL

Item	Description	Unit of Measure	Quantity	Unit Price	Extended Price
01	8.3.22: Unmarked fiber and pipe relays (60' LF)	LS	1.0	\$ 14,153.00	\$ 14,153.00
02	8.11.22: Potholing unmarked utilities	LS	1.0	\$ 3,774.00	\$ 3,774.00
03	8.23.22: Unmarked power & irrigation utilities	LS	1.0	\$ 3,506.00	\$ 3,506.00
04	8.24.22: Unmarked utilities and potholing	LS	1.0	\$ 2,738.00	\$ 2,738.00

TOTAL: \$ 24,171.00

Original Contract Price \$ 2,856,515.50

Sum of Previous APPROVED Change Orders \$ 67,488.00

Sum of Previous PENDING Change Orders

Current Change Order Amount \$ 24,171.00

Contract Price with All Change Orders \$ 2,948,174.50

<-Only pending amounts, if none enter 0

Original Contract Completion Date December 6, 2022

Previous Change Order Modifications January 12, 2023

37 Days

Current Change Order Day Request January 14, 2023

2 Days

New Contract Deadline January 14, 2023

NOT VALID UNTIL SIGNED BY OWNER & CONTRACTOR

Above work will be performed as governed by and incorporating all the terms and conditions of the original Contract between Owner and Contractor unless otherwise noted on this Change Order.

Owner

Name: Roxborough Water & Sanitation District
 Address: 5655 S. Yosemite Street, Suite #101
 Address: Greenwood Village, CO 80111
 Phone: 303-799-5197
 Fax: _____

Rep Name: James Fieman

Sign / Date: _____

Contractor

Name: American West Construction, LLC.
 Address: 275 E 64th Ave.
 Address: Denver, CO 80221
 Phone: 303-455-0838
 Fax: 303-455-8148

Rep Name: Jon MiklyaSign / Date: 8/31/2022

Change Order No. 3 Item # 1



T&M Worksheet

Project Name: **Rampart Range Road Transmission Main Replacement**Date: **August 3, 2022**Owner Project #: **001.379.01**AWC Project #: **2205**

NOTES: Unknown fiber line caused 24" pipe relays (3 sticks; 60' LF)

Labor

Employee	Hours	Rate	Total	Comments
J. Fernandez	7.75	\$ 75.00	\$ 581.25	Laborer
G. Ruiz	7.75	\$ 85.00	\$ 658.75	Operator
J. Ruiz	7.75	\$ 125.00	\$ 968.75	Foreman
G. Castillo	7.75	\$ 75.00	\$ 581.25	Laborer
E. Lopez	7.75	\$ 125.00	\$ 968.75	Operator
A. Rodriguez	7.75	\$ 75.00	\$ 581.25	Laborer
J. Sager	7.75	\$ 75.00	\$ 581.25	Laborer
K. Blair	7.75	\$ 145.00	\$ 1,123.75	Superintendent
J. Miklya	1	\$ 155.00	\$ 155.00	Project Manager
S. Raper	1	\$ 135.00	\$ 135.00	Project Engineer
Labor			\$ 6,335.00	
% Markup			<u>0.0%</u>	
Labor Subtotal			\$ 6,335.00	

Equipment

Equipment	Hours	Rate	Total	Comments
Pickup	7.75	\$ 28.00	\$ 217.00	
2000 Gal Water Truck	7.75	\$ 85.00	\$ 658.75	Water Truck
CAT 950 GC	7.75	\$ 160.00	\$ 1,240.00	Loader
Komatsu PC 228	7.75	\$ 185.00	\$ 1,433.75	Excavator
Hitachi Zaxis 3	7.75	\$ 185.00	\$ 1,433.75	Mini-Excavator
Smooth Drum Roller	7.75	\$ 110.00	\$ 852.50	Compactor
Equipment			\$ 5,835.75	
% Markup			<u>0.0%</u>	
Equipment Subtotal			\$ 5,835.75	

Subcontractors

Subcontractor	Hours	Rate	Total	Comments
Colorado Barricade	7.75	\$ 60.30	\$ 467.33	
Subcontractors			\$ 467.33	
% Markup			<u>5.0%</u>	
Subcontractor Subtotal			\$ 491.25	

Material / Other

Vendor	Hours/Ea.	Rate	Total	Comments
Cadweld/Cathodic Protection	5	\$ 106.00	\$ 530.00	Extra cadwelds needed for pipe relay
Shoring	7.75	\$ 124.00	\$ 961.00	
Materials & Other			\$ 1,491.00	
% Markup			<u>0.0%</u>	
Materials & Other Subtotal			\$ 1,491.00	

Labor Subtotal	\$ 6,335.00	Subcontractor Subtotal	\$ 491.25
Equipment Subtotal	\$ 5,835.75	Materials & Other Subtotal	\$ 1,491.00

Grand Total \$ 14,153.00

Change Order No. 3 Item # 1



T&M Worksheet

Project Name: **Rampart Range Road Transmission Main Replacemen**Date: **August 11, 2022**Owner Project #: **001.379.01**AWC Project #: **2205**

NOTES: Potholing for unmarked fiber @ ST. 22+23

Labor

Employee	Hours	Rate	Total	Comments
J. Fernandez	4	\$ 75.00	\$ 300.00	Laborer
G. Ruiz	4	\$ 85.00	\$ 340.00	Operator
J. Ruiz	4	\$ 125.00	\$ 500.00	Foreman
P. Payan-Diaz	4	\$ 75.00	\$ 300.00	Laborer
G. Castillo	4	\$ 75.00	\$ 300.00	Laborer
E. Lopez	4	\$ 125.00	\$ 500.00	Operator
J. Sager	4	\$ 75.00	\$ 300.00	Laborer
K. Blair	2	\$ 145.00	\$ 290.00	Superintendent
J. Miklya	0	\$ 155.00	\$ -	Project Manager
S. Raper	0	\$ 135.00	\$ -	Project Engineer

Labor \$ 2,830.00
% Markup 0.0%
Labor Subtotal \$ 2,830.00

Equipment

Equipment	Hours	Rate	Total	Comments
Pickup	4	\$ 28.00	\$ 112.00	Foreman's Truck
Smooth Drum Roller	3	\$ 110.00	\$ 330.00	Compactor

Equipment \$ 442.00
% Markup 0.0%
Equipment Subtotal \$ 442.00

Subcontractors

Subcontractor	Hours	Rate	Total	Comments
Colorado Barricade	4	\$ 60.30	\$ 241.20	

Subcontractors \$ 241.20
% Markup 5.0%
Subcontractor Subtotal \$ 254.00

Material / Other

Vendor	Hours	Rate	Total	Comments
Shoring	2	\$ 124.00	\$ 248.00	

Materials & Other \$ 248.00
% Markup 0.0%
Materials & Other Subtotal \$ 248.00

Labor Subtotal	\$	2,830.00		Subcontractor Subtotal	\$	254.00
Equipment Subtotal	\$	442.00		Materials & Other Subtotal	\$	248.00

Grand Total \$ 3,774.00

Change Order No. 3 Item # 1



T&M Worksheet

Project Name: **Rampart Range Road Transmission Main Replacement**Date: **August 23, 2022**Owner Project #: **001.379.01**AWC Project #: **2205**

NOTES: Unknown power & irrigation lines @ ST. 29+40 & 29+44

Labor

Employee	Hours	Rate	Total	Comments
J. Fernandez	2	\$ 75.00	\$ 150.00	Laborer
G. Ruiz	2	\$ 85.00	\$ 170.00	Operator
J. Ruiz	2	\$ 125.00	\$ 250.00	Foreman
G. Castillo	2	\$ 75.00	\$ 150.00	Laborer
E. Lopez	2	\$ 125.00	\$ 250.00	Operator
A. Rodriguez	2	\$ 75.00	\$ 150.00	Laborer
J. Sager	2	\$ 75.00	\$ 150.00	Laborer
K. Blair	1	\$ 145.00	\$ 145.00	Superintendent
J. Miklya	0	\$ 155.00	-	Project Manager
S. Raper	0	\$ 135.00	-	Project Engineer
Labor			\$ 1,415.00	
% Markup			0.0%	
Labor Subtotal			\$ 1,415.00	

Equipment

Equipment	Hours	Rate	Total	Comments
Pickup	2	\$ 28.00	\$ 56.00	
2000 Gal Water Truck	2	\$ 85.00	\$ 170.00	Water Truck
CAT 950 GC	2	\$ 160.00	\$ 320.00	Loader
CAT 289 D Skid Steer	2	\$ 105.00	\$ 210.00	Skid Steer
Komatsu PC 228	2	\$ 185.00	\$ 370.00	Excavator
Hitachi Zaxis 3	2	\$ 185.00	\$ 370.00	Mini-Excavator
Smooth Drum Roller	2	\$ 110.00	\$ 220.00	Compactor
Equipment			\$ 1,716.00	
% Markup			0.0%	
Equipment Subtotal			\$ 1,716.00	

Subcontractors

Subcontractor	Hours	Rate	Total	Comments
Colorado Barricade	2	\$ 60.30	\$ 120.60	
Subcontractors			\$ 120.60	
% Markup			5.0%	
Subcontractor Subtotal			\$ 127.00	

Material / Other

Vendor	Hours/Ea.	Rate	Total	Comments
Shoring	2	\$ 124.00	\$ 248.00	
Materials & Other			\$ 248.00	
% Markup			0.0%	
Materials & Other Subtotal			\$ 248.00	

Labor Subtotal	\$ 1,415.00	Subcontractor Subtotal	\$ 127.00
Equipment Subtotal	\$ 1,716.00	Materials & Other Subtotal	\$ 248.00

Grand Total \$ 3,506.00

Change Order No. 3 Item # 1



T&M Worksheet

Project Name: **Rampart Range Road Transmission Main Replacement**Date: **August 24, 2022**Owner Project #: **001.379.01**AWC Project #: **2205**

NOTES: Unknown utility crossing/potholing

Labor

Employee	Hours	Rate	Total	Comments
J. Fernandez	1.5	\$ 75.00	\$ 112.50	Laborer
G. Ruiz	1.5	\$ 85.00	\$ 127.50	Operator
J. Ruiz	1.5	\$ 125.00	\$ 187.50	Foreman
G. Castillo	1.5	\$ 75.00	\$ 112.50	Laborer
E. Lopez	1.5	\$ 125.00	\$ 187.50	Operator
A. Rodriguez	1.5	\$ 75.00	\$ 112.50	Laborer
J. Sager	1.5	\$ 75.00	\$ 112.50	Laborer
K. Blair	1.5	\$ 145.00	\$ 217.50	Superintendent
J. Miklya	0	\$ 155.00	-	Project Manager
S. Raper	0	\$ 135.00	-	Project Engineer
Labor			\$ 1,170.00	
% Markup			0.0%	
Labor Subtotal			\$ 1,170.00	

Equipment

Equipment	Hours	Rate	Total	Comments
Pickup	1.5	\$ 28.00	\$ 42.00	
2000 Gal Water Truck	1.5	\$ 85.00	\$ 127.50	Water Truck
CAT 950 GC	1.5	\$ 160.00	\$ 240.00	Loader
CAT 289 D Skid Steer	1.5	\$ 105.00	\$ 157.50	Skid Steer
Komatsu PC 228	1.5	\$ 185.00	\$ 277.50	Excavator
Hitachi Zaxis 3	1.5	\$ 185.00	\$ 277.50	Mini-Excavator
Smooth Drum Roller	1.5	\$ 110.00	\$ 165.00	Compactor
Equipment			\$ 1,287.00	
% Markup			0.0%	
Equipment Subtotal			\$ 1,287.00	

Subcontractors

Subcontractor	Hours	Rate	Total	Comments
Colorado Barricade	1.5	\$ 60.30	\$ 90.45	
Subcontractors			\$ 90.45	
% Markup			5.0%	
Subcontractor Subtotal			\$ 95.00	

Material / Other

Vendor	Hours/Ea.	Rate	Total	Comments
Shoring	1.5	\$ 124.00	\$ 186.00	
Materials & Other			\$ 186.00	
% Markup			0.0%	
Materials & Other Subtotal			\$ 186.00	

Labor Subtotal	\$ 1,170.00	Subcontractor Subtotal	\$ 95.00
Equipment Subtotal	\$ 1,287.00	Materials & Other Subtotal	\$ 186.00

Grand Total \$ 2,738.00

PR Crew Time Sheet Entry List

All JC Companies

All Crew Codes

All Crew Sheets

Jobs: 2205 - 2205-

Posting Dates: 08/03/22 - 08/03/22

Change Order No. 3 Item # 1

Crew: RUIZ JESUS RUIZ CREW Job: 2205- Rampart Range TM Replacement Posting Date: 08/03/22 Sheet: 1 Status: Send Complete
 JCCo: 1 Shift: 1

Phase	Progress Units	UM	Cost Type	Phase	Phase							Progress Units	UM	Cost Type					
					Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6	Phase 7				Totals				
1.	0266.12.24. 24" DIP WM (3,350 LF) [PH.1 & 2] *	18,000	LF	2	5.	0266.12.24.003 BACKFILL OVEREX @ WM TRENCH (4') (2.	20,000	CY	2										
2.	0266.12.24.001 UTILITY CROSSINGS @ 24" DIP (20 EA) *	2,000	EA	2	6.	0220.66.00. EXPORT EXCESS SOIL (5,585 CY) *	4,000	HR	2										
3.	0266.68.00. ASSIST CATHODIC PROTECTION [AWC]	4,000	EA	2	7.	0266.12.24.004 CREW DOWNTIME @ 24" DIP MAIN [T&M]	7,75	HR	2										
4.	0266.12.24.002 OVEREX @ WM TRENCH (4)(2,818 CY) *	20,000	CY	2	8.														

Employee	Craft / Class	Phase							Reg	Totals
		Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6	Phase 7		
6 Fernandez, Juan H	1 / PPLAYER	1.25	1.00					7.75	10.00	
33 Ruiz, Gerardo	1 / FENDLOD	1.25	1.00					7.75	11.00	
149 Ruiz, Jesus	1 / FOREMAN	1.25	1.00		1.00			7.75	11.00	
601 Castillo, Guillermo	1 / LabCommon	1.25	1.00					7.75	10.00	
821 Lopez, Erick	1 / TRHOP	1.25	1.00					7.75	10.00	
830 Rodriguez, Arnaury	1 / LabCommon	1.25	1.00					7.75	10.00	
839 Sager, Justin M	1 / LabCommon	1.25	1.00					7.75	10.00	
Grand Total:									72.00	

EMCo Equipment	Employee Usage	Phase							Usage
		Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6	Phase 7	
1 1156 2021 CHEVROLET	149 1.25		1.00					7.75	11.00
1 1310 (2019) 2000 Gal	6 1.00							7.75	8.75
1 3020 2021 CAT 950GC	33 1.00							7.75	8.75
1 4017 2014 Komatsu PC	601 1.00							7.75	8.75
1 4028 Hitachi Zaxis 3	821 1.00							7.75	8.75
1 7090 Rental Smooth D	830 1.00							7.75	8.75

Install a 18" of 24" DIP downtime for 2 hrs from 8:00am to 10:00am, then we have a conflict with utility telephone sta 19+87, not mark on plans so have to removed 3 pipes back and lower to go under line 5.75 hrs

PR Crew Time Sheet Entry List

All JC Companies

All Crew Codes

All Crew Sheets

Jobs: 2205 - 2205-

Posting Dates: 08/10/22 - 08/11/22

Change Order No. 3 Item # 1

Crew: RUIZ JESUS RUIZ CREW Job: 2205- Rampart Range TM Replacement Posting Date: 08/11/22 Sheet: 1 Status: Send Complete
 JCCo: 1 Shift: 1 - Continued

Phase	Progress Units	UM	Cost Type	Phase	Progress Units	UM	Cost Type
1.	0204.32.00.002 CONSTRUCTION FENCE [POWELL]						
2.	0220.05.61. POTHOILING/CREW DOWNTIME	4.00	HR	2	6.		
3.	0204.36.00. EROSION MAINTENANCE/BMPs *		MO	2	7.		
4.					8.		

Employee Hours

Employee	Craft / Class	Phase 1			Phase 2			Phase 3			Totals
		Reg	Reg	Reg	Reg	Reg	Reg	Reg	Reg		
6 Fernandez, Juan H	1 / PPLAYER	4.00	4.00	2.00						10.00	
33 Ruiz, Gerardo	1 / FENDLOD	4.00	4.00	2.00						10.00	
149 Ruiz, Jesus	1 / FOREMAN	4.00	4.00	2.00						10.00	
355 Payan-Diaz, Pedro	1 / LabCommon	4.00	4.00	2.00						10.00	
601 Castillo, Guillermo	1 / LabCommon	4.00	4.00	2.00						10.00	
821 Lopez, Erick	1 / TRHOP	4.00	4.00	2.00						10.00	
839 Sager, Justin M	1 / LabCommon	4.00	4.00	2.00						10.00	
Grand Total:										70.00	

Equipment Usage

EMCo Equipment	Phase 1			Phase 2			Phase 3			Total Usage
	Usage	Usage	Usage	Usage	Usage	Usage	Usage	Usage		
1 1156 2021 CHEVROLET	149	4.00	2.00						10.00	
1 1310 (2019) 2000 Gal	6								2.00	
1 3020 2021 CAT 950GC	33	2.00							1.00	
1 3210 2018 CAT 289D S	1.00									
1 4017 2014 Komatsu PC										
1 4028 Hitachi Zaxis 3	821									
1 7090 Rental Smooth D	3.00	3.00	2.00						8.00	
finish construction fence ;install flags under power lines ;install power warnings potholing by hand un mark fiber optic sta 22+23,8' deep										

PR Crew Time Sheet Entry List

All Crew Codes All Crew Sheets
Jobs: 2205 - 2205- Posting Dates: 08/23/22 - 08/24/22

Change Order No. 3 Item # 1

Crew: RUIZ JESUS RUIZ CREW **Job:** 2205- Rampart Range TM Replacement **Posting Date:** 08/23/22 **Sheet:** 1 **Status:** Send Complete
JCCo: 1 **Shift:** 1

Phase	Progress Units	UM	Cost Type	Phase	Phase							Progress Units	UM	Cost Type			
					Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6	Phase 7				Totals		
1.	0266.12.24. 24" DIP WM (3.350 LF) [PH.1 & 2] *	100.000	LF	2	5.	0266.12.24.003 BACKFILL OVEREX @ WM TRENCH (4') (2.	90.00	CY	2								
2.	0266.12.24.001 UTILITY CROSSINGS @ 24" DIP (20 EA) *	2.00	EA	2	6.	0220.66.00.001 TRUCKING/HAUL (2.506 TON/138 HR)	8.00	HR	2								
3.	0266.68.00. ASSIST CATHODIC PROTECTION [AWC]	10.000	EA	2	7.	0266.12.24.004 CREW DOWNTIME @ 24" DIP MAIN [T&M]	2.00	HR	2								
4.	0266.12.24.002 OVEREX @ WM TRENCH (4')(2.818 CY) *	90.000	CY	2	8.												

Employee	Craft / Class	Phase							Totals
		Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6	Phase 7	
6 Fernandez, Juan H	1 / PPLAYER	4.00	1.00	1.00	1.00			2.00	10.00
33 Ruiz, Gerardo	1 / FENDLOD	4.00	1.00			5.00			10.00
149 Ruiz, Jesus	1 / FOREMAN								
601 Castillo, Guillermo	1 / LabCommon	4.00	1.00	1.00	1.00			2.00	10.00
821 Lopez, Erick	1 / TRHOP	4.00	1.00	1.00	1.00			2.00	10.00
830 Rodriguez, Arnaury	1 / LabCommon	4.00	1.00	1.00	1.00			2.00	10.00
839 Sager, Justin M	1 / LabCommon	4.00	1.00	1.00	1.00			2.00	10.00
Grand Total:									60.00

EMCo Equipment	Employee Usage	Phase							Total Usage	
		Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6	Phase 7		
1 1156 2021 CHEVROLET	149	2.00							2.00	
1 1310 (2019) 2000 Gal	6	2.00							2.00	
1 3020 2021 CAT 950GC	33	2.00							2.00	
1 3210 2018 CAT 289D S	601	2.00							2.00	
1 4017 2014 Komatsu PC	601	2.00							2.00	
1 4028 Hilachi Zaxis 3	821	2.00							2.00	
1 7090 Rental Smooth D	149	2.00							2.00	
Grand Total:										14.00

Equipment Usage

Install a 100 lf 24" DIP backfill
crossed unmark on plans irrigation line sta 29+40
down time because we hit power line sta 29+44

Crew: RUIZ JESUS RUIZ CREW **Job:** 2205- Rampart Range TM Replacement **Posting Date:** 08/24/22 **Sheet:** 1 **Status:** Send Complete
JCCo: 1 **Shift:** 1

PR Crew Time Sheet Entry List

All Crew Codes All Crew Sheets
Jobs: 2205 - 2205- Posting Dates: 08/23/22 - 08/24/22

Change Order No. 3 Item # 1

Crew: RUIZ JESUS RUIZ CREW **Job:** 2205- Rampart Range TM Replacement **Posting Date:** 08/24/22 **Sheet:** 1 **Status:** Send Complete
JCCo: 1 **Shift:** 1 - Continued

Phase	Progress Units	UM	Cost Type	Phase	Phase 1		Phase 2		Phase 3		Phase 4		Phase 5		Phase 6		Phase 7		Totals		
					Reg	Reg	Reg	Reg	Reg	Reg	Reg	Reg	Reg	Reg	Reg	Reg	Reg				
1.	0266.12.24. 24" DIP WM (3,350 LF) [PH.1 & 2] *	100.000	LF	2	5.	0266.12.24.003 BACKFILL OVEREX @ WM TRENCH (4') (2.													90.00	CY	2
2.	0266.12.24.004 CREW DOWNTIME @ 24" DIP MAIN [T&M]	1.50	HR	2	6.	0220.66.00.001 TRUCKING/HAUL (2,506 TON/138 HR)													8.00	HR	2
3.	0266.68.00. ASSIST CATHODIC PROTECTION [AWC]	10.000	EA	2	7.	0266.12.24.001 UTILITY CROSSINGS @ 24" DIP (20 EA) *													1.00	EA	2
4.	0266.12.24.002 OVEREX @ WM TRENCH (4')(2,818 CY) *	90.000	CY	2	8.																

Employee	Craft / Class	Phase 1		Phase 2		Phase 3		Phase 4		Phase 5		Phase 6		Phase 7		Totals
		Reg	Reg	Reg	Reg	Reg	Reg	Reg	Reg	Reg	Reg	Reg	Reg			
6 Fernandez, Juan H	1 / PPLAYER	5.00	1.50	0.50	1.00											10.00
33 Ruiz, Gerardo	1 / FENDLOD	5.00	1.50							4.00						10.50
149 Ruiz, Jesus	1 / FOREMAN	5.00	1.50	0.50	2.00											11.00
601 Castillo, Guillermo	1 / LabCommon	5.00	1.50	0.50	1.00											10.00
821 Lopez, Erick	1 / TRHOP	5.00	1.50	0.50	1.00											10.00
830 Rodriguez, Arnaury	1 / LabCommon	5.00	1.50	0.50	1.00											10.00
839 Sager, Justin M	1 / LabCommon	5.00	1.50	0.50	1.00											10.00
Grand Total:															71.50	

EMCo Equipment	Employee Usage	Phase 1		Phase 2		Phase 3		Phase 4		Phase 5		Phase 6		Phase 7		Total Usage
		Usage	Usage	Usage	Usage	Usage	Usage	Usage	Usage	Usage	Usage	Usage				
1 1156 2021 CHEVROLET	5.00	1.50	1.00												9.50	
1 1310 (2019) 2000 Gal	6 2.00	1.50													8.50	
1 3020 2021 CAT 950GC	33 5.00	1.50													10.50	
1 3210 2018 CAT 289D S	601 1.00	1.50													3.50	
1 4017 2014 Komatsu PC	601 2.00	1.50													3.50	
1 4028 Hilachi Zaxis 3	821 5.00	1.50													8.50	
1 7090 Rental Smooth D	5.00	1.50													7.50	

install a 100 lf of 24" DIP bacfill ,hauling extra spoils 1 utility crossing and down time for potholing unknown utility marks



FARWEST CORROSION CONTROL COMPANY

12029 REGENTVIEW AVE., DOWNEY, CA 90241-5517
PHONE (310) 532-9524

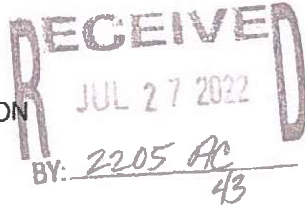
INVOICE

Page 1 of 1

Invoice Number: 0378855-IN
Invoice Date: 7/19/2022
Sales Order No.: 0361251
Order Date: 6/2/2022
Salesperson No.: 0103

Customer No.: 0100622

AMERICAN WEST CONSTRUCTION
275 EAST 64TH AVENUE
DENVER, CO 80221



Ship To:
AMERICAN WEST CONSTRUCTION
BETWEEN VILLAGE CIRCLE &
VILLAGE CIRCLE W.
NEAR 7999 RAMPART RANGE RD
LITTLETON, CO 80125

United States

Ordered By: JON MIKLYA/303-918-1667

E-mail: JMIKLYA@TRUSTAWC.COM

United States

Tag: PO#2205-04 / FW#21-961-BE

Customer P.O. Number	Ship Method	F.O.B.	Payment Terms	Ship Date		
PO#2205-04 / FW#21-961-BE	FWCC / ADD	ORIGIN	NET 30 DAYS	7/1/2022		
Part No.	Ordered	Unit	Shipped	Back Ordered	Unit Price	Amount
THIS CUSTOMER IS NON-TAXABLE. CERTIFICATE IS ON FILE. DO NOT CHARGE SALES TAX.						
03-11661	5.00	EACH	5.00	0.00	\$81.530	\$407.65
Whse: 003	CADWELDER, CAHBA-1L-24"					

PROCESSED BY MICHELLE EYNON * DENVER, CO * 303-307-1447 *
MEynon@FarwestCorrosion.com
DELIVERED BY BRYAN EYNON ON 7/1

If you pay by check, please remit to 12029 Regentview Ave, Downey, CA 90241

If you pay by ACH, bank details are as follows:

City National Bank, Routing #122016066, Account #401530568

Net Invoice: \$407.65
Freight: \$50.00
Sales Tax: \$0.00
Invoice Total: \$457.65

RETURN POLICY: All returned material requires written approval. Material can be returned within 60 days of purchase. Custom, made-to-order, special or unique items are not returnable. We will not accept returns for liquid epoxy coatings. Freight to return material is to be paid by the customer. Only items returned in original packaging and in resalable condition will be refunded. A minimum 25% Restocking Fee will be applied on all returned materials. Original outbound shipping charges will be deducted from the refund. Errors made by Farwest Corrosion will be completely refunded.

Contractor's Application for Payment No. 5

	Application Period: August 2022	Application Date: 8/30/2022
To (Owner): Roxborough Water and Sanitation District	From (Contractor): American West Construction, LLC.	Via (Engineer): TST Infrastructure, LLC.
Project: Rampart Range Road Transmission Main Replacement	Contract: Rampart Range Road Transmission Main Replacement	
Owner's Project No.:	Contractor's Project No.: 2205	Engineer's Project No.: 001.379.02

Application For Payment Change Order Summary

Approved Change Orders				
Number	Additions	Deductions		
CO #1	\$44,760.00		1. ORIGINAL CONTRACT PRICE.....	\$ 2,856,515.50
CO #2	\$22,728.00		2. Net change by Change Orders.....	\$ 91,659.00
CO #3A (Pending)	\$24,171.00		3. Current Contract Price (Line 1 ± 2).....	\$ 2,948,174.50
			4. TOTAL COMPLETED AND STORED TO DATE	
			(Column F total on Progress Estimates).....	\$ 1,746,767.57
			5. RETAINAGE:	
			a. 5% X \$1,690,212.57 Work Completed.....	\$ 84,510.63
			b. 5% X \$56,555.00 Stored Material.....	\$ 2,827.75
			c. Total Retainage (Line 5.a + Line 5.b).....	\$ 87,338.38
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ 1,659,429.19
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ 1,028,995.01
			8. AMOUNT DUE THIS APPLICATION.....	\$ 630,434.18
			9. BALANCE TO FINISH, PLUS RETAINAGE	
			(Column G total on Progress Estimates + Line 5.c above).....	\$ 1,288,745.31
TOTALS	\$91,659.00			
NET CHANGE BY CHANGE ORDERS	\$91,659.00			

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

DocuSigned by:

Contractor Signature
By: J. Miklya (AWC LLC.)

Date: 8/30/2022

Payment of: \$ 630,434.18
(Line 8 or other - attach explanation of the other amount)

is recommended by: September 12, 2022 | 7:59:29 AM MDT
AB35BE8777B24A9--(Engineer) (Date)

Payment of: \$ 630,434.18
(Line 8 or other - attach explanation of the other amount)

is approved by: September 12, 2022 | 8:40:43 AM MDT
1A8855CAD7E241B--(Owner) (Date)

Approved by: _____ (Date)
Funding or Financing Entity (if applicable)

Progress Estimate

Contractor's Application

For (Contract):		Rampart Range Road Transmission Main Replacement										Application Number:		5				
Application Period:		August 2022										Application Date:		8/30/2022				
A		B				C		D		(C + D)		E			F		G	
Item		Contract Information				Work Completed				Stored Materials (Not in C or D)			Total Completed and Stored This Period (D + E)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)		
Bid Item No.	Description	Item Quantity	Units	Unit Price	Bid Item Value (\$)	Quantity Installed Prev. Period	Quantity Value Prev. Period	Quantity Installed This Period	Quantity Value This Period	Total Estimated Quantity	Value of Work Installed to Date	From Prev Period					This Period	Total Stored Materials
BASE BID -																		
RAMPART RANGE ROAD TRANSMISSION MAIN REPLACEMENT (BASE BID):																		
GENERAL (\$485,715)																		
1	Performance & Payment Bonds	1	LS	\$20,000.00	\$20,000.00	1.00	\$20,000.00			1.00	\$20,000.00					\$20,000.00	100.0%	
2	Insurance	1	LS	\$20,000.00	\$20,000.00													\$20,000.00
3	Submittals	1	LS	\$950.00	\$950.00	1.00	\$950.00			1.00	\$950.00					\$950.00	100.0%	
4	Grading, Erosion, & Sediment Control Permit	1	LS	\$6,900.00	\$6,900.00	0.095217	\$657.00			0.095217	\$657.00					\$657.00	9.5%	\$6,243.00
5	Right-Of-Way Permit	1	LS	\$150,000.00	\$150,000.00	0.027793	\$4,169.00			0.027793	\$4,169.00					\$4,169.00	2.8%	\$145,831.00
6	Other Permits	1	LS	\$3,200.00	\$3,200.00	0.798438	\$2,555.00			0.7984375	\$2,555.00					\$2,555.00	79.8%	\$645.00
7	Contractor Mobilization and Staging	1	LS	\$75,000.00	\$75,000.00	1.00	\$75,000.00			1.00	\$75,000.00					\$75,000.00	100.0%	
8	Traffic Control	3,805	LF	\$50.00	\$190,250.00	1,400.00	\$70,000.00	1,800.00	\$90,000.00	3,200.00	\$160,000.00				\$90,000.00	\$160,000.00	84.1%	\$30,250.00
9	Construction Survey	3,805	LF	\$2.00	\$7,610.00	3,425.00	\$6,850.00			3,425.00	\$6,850.00					\$6,850.00	90.0%	\$760.00
10	As-Built Survey	3,805	LF	\$1.00	\$3,805.00													\$3,805.00
11	Utility Potholing	16	HR	\$500.00	\$8,000.00	14.00	\$7,000.00	4.00	\$2,000.00	18.00	\$9,000.00				\$2,000.00	\$9,000.00	112.5%	(\$1,000.00)
\$206,534.00																		
WATER LINE REPLACEMENT (\$546,205 + \$63,000 = \$609,205)																		
12	24" PVC Waterline (0'-8" Deep)	35	LF	\$390.00	\$13,650.00	20.00	\$7,800.00			20.00	\$7,800.00					\$7,800.00	57.1%	\$5,850.00
13	24" PVC Waterline (Additional 0'-8" Feet of Trench Depth)	15	LF	\$250.00	\$3,750.00													\$3,750.00
14	24" Ductile Iron Bends & Fittings	14	EA	\$4,300.00	\$60,200.00	3.00	\$12,900.00	3.00	\$12,900.00	6.00	\$25,800.00				\$12,900.00	\$25,800.00	42.9%	\$34,400.00
15	24" Butterfly Valves	11	EA	\$11,000.00	\$121,000.00	5.00	\$55,000.00	4.00	\$44,000.00	9.00	\$99,000.00				\$44,000.00	\$99,000.00	81.8%	\$22,000.00
16	24" Watermain Connection	1	LS	\$9,700.00	\$9,700.00													\$9,700.00
17	18" PVC Waterline (0'-8" Deep)	10	LF	\$290.00	\$2,900.00							\$2,152.00		\$2,152.00		\$2,152.00	74.2%	\$748.00
18	18" Ductile Iron Bends & Fittings	6	EA	\$2,800.00	\$16,800.00													\$16,800.00
19	18" Butterfly Valves	2	EA	\$7,000.00	\$14,000.00													\$14,000.00
20	18" Watermain Connection	2	LS	\$9,700.00	\$19,400.00													\$19,400.00
21	14" DIP Waterline (0'-8" Deep)	5	LF	\$260.00	\$1,300.00	5.00	\$1,300.00			5.00	\$1,300.00				\$1,300.00	\$1,300.00	100.0%	
22	14" Ductile Iron Bends & Fittings	2	EA	\$1,700.00	\$3,400.00	2.00	\$3,400.00			2.00	\$3,400.00				\$3,400.00	\$3,400.00	100.0%	
23	14" Watermain Connection	1	LS	\$9,700.00	\$9,700.00	1.00	\$9,700.00			1.00	\$9,700.00				\$9,700.00	\$9,700.00	100.0%	
24	12" PVC Waterline (0'-8" Deep)	70	LF	\$180.00	\$12,600.00							\$5,710.00		\$5,710.00		\$5,710.00	45.3%	\$6,890.00
25	12" PVC Waterline (Additional 0'-8" Feet of Trench Depth)	70	LF	\$50.00	\$3,500.00													\$3,500.00
26	12" Ductile Iron Bends & Fittings	17	EA	\$980.00	\$16,660.00													\$16,660.00
27	12" Waterline Lowering	3	LS	\$4,900.00	\$14,700.00													\$14,700.00
28	10" PVC Waterline (0'-8" Deep)	125	LF	\$240.00	\$30,000.00							\$6,548.00		\$6,548.00		\$6,548.00	21.8%	\$23,452.00
29	10" PVC Waterline (Additional 0'-8" Feet Depth)	15	LF	\$50.00	\$750.00													\$750.00
30	10" Ductile Iron Bends & Fittings	6	EA	\$590.00	\$3,540.00													\$3,540.00
31	10" Gate Valves	1	EA	\$3,600.00	\$3,600.00													\$3,600.00
32	10" Watermain Connection	1	LS	\$9,700.00	\$9,700.00													\$9,700.00
33	8" PVC Waterline (0'-8" Deep)	120	LF	\$150.00	\$18,000.00	10.000	\$1,500.00			10.00	\$1,500.00	\$3,974.00		\$3,974.00		\$5,474.00	30.4%	\$12,526.00
34	8" Ductile Iron Bends & Fittings	4	EA	\$690.00	\$2,760.00													\$2,760.00
35	8" Gate Valves	2	EA	\$2,800.00	\$5,600.00	1.000	\$2,800.00	1.000	\$2,800.00	2.00	\$5,600.00				\$2,800.00	\$5,600.00	100.0%	
36	8" Watermain Connection	2	LS	\$9,700.00	\$19,400.00													\$19,400.00
37	Remove & Dispose of Existing 12" & 14" Asbestos Cement (AC) Pipe	360	LF	\$100.00	\$36,000.00	630.00	\$63,000.00	490.00	\$49,000.00	1,120.00	\$112,000.00				\$49,000.00	\$112,000.00	311.1%	(\$76,000.00)
38	Abandon Existing 10" DIP (In Place)	55	LF	\$35.00	\$1,925.00													\$1,925.00
39	Air-Valve MH & Assembly	2	EA	\$26,000.00	\$52,000.00	1.000	\$26,000.00			1.00	\$26,000.00				\$26,000.00	\$26,000.00	50.0%	\$26,000.00
40	Valve Marker Posts	3	EA	\$540.00	\$1,620.00													\$1,620.00
41	Water Trench Over-Excavation	3,805	LF	\$10.00	\$38,050.00	1,400.00	\$14,000.00	1,800.00	\$18,000.00	3,200.00	\$32,000.00				\$18,000.00	\$32,000.00	84.1%	\$6,050.00
\$203,721.00																		
ASPHALT AND FLATWORK (\$708,630.50)																		
42	Remove & Dispose of Asphalt	3,275	SY	\$24.00	\$78,600.00	1,120.00	\$26,880.00	570.00	\$13,680.00	1,690.00	\$40,560.00				\$13,680.00	\$40,560.00	51.6%	\$38,040.00
43	Asphalt Surface Replacement (11")	36,025	SYI	\$9.50	\$342,237.50													\$342,237.50
44	Mill & Overlay (12" Deep)	3,789	SY	\$31.00	\$117,459.00													\$117,459.00
45	Glass Grid Replacement [Provisional Item]	3,532	SY	\$15.25	\$53,863.00													\$53,863.00
46	Pavement Marking Paint	3,805	SF	\$2.00	\$7,610.00													\$7,610.00
47	Thermoplastic Pavement Marking	250	SF	\$17.50	\$4,375.00													\$4,375.00
48	Concrete Curb & Gutter Removal	95	LF	\$18.00	\$1,710.00													\$1,710.00
49	Concrete Drainage Pan Removal	317	SY	\$18.00	\$5,706.00													\$5,706.00
50	Concrete Sidewalk Removal	487	SY	\$18.00	\$8,766.00													\$8,766.00
51	Concrete Curb & Gutter Replacement	95	LF	\$42.00	\$3,990.00													\$3,990.00
52	Concrete Drainage Pan Replacement	317	SY	\$140.00	\$44,380.00													\$44,380.00
53	Concrete Sidewalk Replacement	487	SY	\$82.00	\$39,934.00													\$39,934.00
\$668,070.50																		

Progress Estimate

Contractor's Application

For (Contract): Rampart Range Road Transmission Main Replacement														Application Number: 5					
Application Period: August 2022														Application Date: 8/30/2022					
A				B		C		D		C + D		E			F		G		
Item				Contract Information				Work Completed				Stored Materials (Not in C or D)			Total Completed and Stored to Date (E)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)	
Bid Item No.	Description	Item Quantity	Units	Unit Price	Bid Item Value (\$)	Quantity Installed Prev. Period	Quantity Value Prev. Period	Quantity Installed This Period	Quantity Value This Period	Total Estimated Quantity	Value of Work Installed to Date	From Prev Period	This Period	Total Stored Materials	Total Completed and Stored to Date (E)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)	
GRADING, EROSION, AND SEDIMENT CONTROL (\$62,150)																			
54	Vehicle Tracking Pad	2	EA	\$2,900.00	\$5,800.00	2.00	\$5,800.00			2.00	\$5,800.00					\$5,800.00	100.0%		
55	Construction Fence	2,025	LF	\$2.00	\$4,050.00	2075.00	\$4,150.00	860.00	\$1,720.00	2935.00	\$5,870.00				\$1,720.00	\$5,870.00	144.9%	(\$1,820.00)	
56	Curb Sock	21	EA	\$150.00	\$3,150.00			4.00	\$600.00	4.00	\$600.00				\$600.00	\$600.00	19.0%	\$2,550.00	
57	Concrete Washout Area	1	EA	\$3,200.00	\$3,200.00													\$3,200.00	
58	Sediment Control Loop	1,260	LF	\$2.50	\$3,150.00	799.00				799.00	\$1,997.50					\$1,997.50	63.4%	\$1,152.50	
59	Erosion Control Blanket	1.4	AC	\$12,000.00	\$16,800.00													\$16,800.00	
60	Additional GESC BMP's	1	LS	\$26,000.00	\$26,000.00	0.09039	\$2,350.00	0.09039	\$2,350.00	0.18	\$4,700.00				\$2,350.00	\$4,700.00	18.1%	\$21,300.00	
PROVISIONAL ITEMS (\$21,975)																			
61	Trench Stabilization Rock [Provisional Item]	100	CY	\$80.00	\$8,000.00													\$8,000.00	
62	Rock Excavation - Rock Teeth Ripper [Provisional Item]	300	CY	\$42.00	\$12,600.00	10.00	\$420.00			10.00	\$420.00					\$420.00	3.3%	\$12,180.00	
63	Rock Excavation - Pneumatic Chiseling [Provisional Item]	25	CY	\$55.00	\$1,375.00													\$1,375.00	
BASE BID SUBTOTAL:																			
					\$1,824,675.50													\$1,143,063.00	
BID ALTERNATE A:																			
WATERLINE REPLACEMENT (\$985,650)																			
1	24" DIP Waterline (0'-8" Deep)	3,350	LF	\$285.00	\$954,750.00	1400.00	\$399,000.00	1800.00	\$513,000.00	3200.00	\$912,000.00	\$177,306.00	(\$139,135.00)	\$38,171.00	\$373,865.00	\$950,171.00	99.5%	\$4,579.00	
2	24" DIP Waterline (Additional 0'-8" Feet Depth)	240	LF	\$35.00	\$8,400.00	200.00	\$7,000.00			200.00	\$7,000.00					\$7,000.00	83.3%	\$1,400.00	
3	18" DIP Waterline (0'-8" Deep)	90	LF	\$250.00	\$22,500.00													\$22,500.00	
CATHODIC PROTECTION (\$46,190)																			
4	32 lb. Anodes for Bonded DIP	32	EA	\$830.00	\$26,560.00	12.00	\$9,960.00	8.00	\$6,640.00	20.00	\$16,600.00				\$6,640.00	\$16,600.00	62.5%	\$9,960.00	
5	9 lb. Anodes for DIP Fittings on PVC Pipe	7	EA	\$510.00	\$3,570.00	1.00	\$510.00	3.00	\$1,530.00	4.00	\$2,040.00				\$1,530.00	\$2,040.00	57.1%	\$1,530.00	
6	Reference Electrode/Coupon	2	EA	\$430.00	\$860.00	2.00	\$860.00			2.00	\$860.00					\$860.00	100.0%		
7	Cathodic Protection (Pipe Joint Bonding)	3,440	LF	\$2.50	\$8,600.00	1400.00	\$3,500.00	1800.00	\$4,500.00	3200.00	\$8,000.00				\$4,500.00	\$8,000.00	93.0%	\$600.00	
8	Cathodic Protection (Tests/Monitoring Stations)	8	EA	\$825.00	\$6,600.00	3.00	\$2,475.00	2.00	\$1,650.00	5.00	\$4,125.00				\$1,650.00	\$4,125.00	62.5%	\$2,475.00	
BID ALTERNATE "A" SUBTOTAL:																			
					\$1,031,840.00													\$43,044.00	
RAMPART RANGE ORIGINAL CONTRACT TOTALS:																			
					\$2,856,515.50		\$849,483.50		\$764,370.00	58.48%	\$1,613,833.50	\$195,690.00	(\$139,135.00)	\$56,555.00	\$625,235.00	\$1,670,408.50	58.48%	\$1,186,107.00	
CHANGE ORDERS/WORK CHANGE DIRECTIVES:																			
CO1: Item 1	Change Order #01A/WCD #01: Butterfly Valves	13	EA	\$2,779.23	\$36,130.00	5.00	\$13,896.15	4.00	\$11,116.92	9.00	\$25,013.07				\$11,116.92	\$25,013.07	69.2%	\$11,116.93	
CO1: Item 2.1	Change Order #01B/WCD #02A: Pavement Marking Mobilization	1	EA	\$3,080.00	\$3,080.00			0.50	\$1,540.00	0.50	\$1,540.00				\$1,540.00	\$1,540.00	50.0%	\$1,540.00	
CO1: Item 2.2	Change Order #01B/WCD #02B: Paint Temp. Crosswalk	260	SF	\$8.00	\$2,080.00			180.00	\$1,440.00	180.00	\$1,440.00				\$1,440.00	\$1,440.00	69.2%	\$640.00	
CO1: Item 2.3	Change Order #01B/WCD #02C: Paint Turn Arrows	36	SF	\$17.50	\$630.00													\$630.00	
CO1: Item 2.4	Change Order #01B/WCD #02D: Remove Pavement Markings	296	SF	\$3.50	\$1,036.00			32.00	\$112.00	32.00	\$112.00				\$112.00	\$112.00	10.8%	\$924.00	
CO1: Item 3	Change Order #01C/WCD #03: Seed Mix Change (R1MD Mix)	1.32	AC	\$340.15	\$449.00													\$449.00	
CO1: Item 4	Change Order #01D/WCD #04: Air Vac Opening Size Change	1	EA	\$1,355.00	\$1,355.00	1.00	\$1,355.00			1.00	\$1,355.00					\$1,355.00	100.0%		
CO2: Item 1	Change Order #02: Unknown Utilities/Field Conditions	1	LS	\$22,728.00	\$22,728.00	1.00	\$22,728.00			1.00	\$22,728.00					\$22,728.00	100.0%		
CO3A: Item 1	Change Order #03: Unknown Utilities/Field Conditions Pr. 2 PENDING	1	LS	\$24,171.00	\$24,171.00			1.00	\$24,171.00						\$24,171.00	\$24,171.00	100.0%		
CHANGE ORDERS/WCD'S SUBTOTAL:																			
					\$91,659.00													\$15,299.93	
RAMPART RANGE CONTRACT TOTALS:																			
					\$2,948,174.50		\$887,462.65		\$802,749.92	59.25%	\$1,666,041.57	\$195,690.00	(\$139,135.00)	\$56,555.00	\$663,614.92	\$1,746,767.57	59.25%	\$1,201,406.93	
																Retention (To Date):			\$87,338.38
																Balance to Finish + Retention (To Date):			\$1,288,745.31

Permit/Material Receipts:	Cost	Quantity	
GESC Permit	\$356.39	1 EA	June PE
Temp Access Permit	\$2,554.75	1 EA	June PE
ROW Permit (Phase 1-3) Pt. 2	\$3,964.74	1 EA	June PE
Remaining Balance ROW Pt. 1	\$4.38	1 EA	June PE
<i>Permit Subtotal:</i>	\$6,880.26		

Other Permits = 2554.75
 GESC Permits = \$356.39
 ROW Permits = \$3,969.12

*rounded up to nearest dollar
 *rounded down to nearest dollar

Core & Main (18" PVC)	\$2,151.80	20' LF	June PE
Core & Main (24" DIP)	\$70,232.64	596' LF	June PE
Core & Main (24" DIP)	\$61,512.48	522' LF	June PE
Bowman (Mirafi RS580i)	\$13,841.75	2500 SY	June PE
Bowman (Mirafi RS580i)	\$5,558.70	1000 SY	July PE
Core & Main (12" PVC)	\$5,710.40	80' LF	June PE
Core & Main (10" PVC)	\$6,547.80	140' LF	June PE
Core & Main (8" PVC)	\$3,974.40	120' LF	June PE
Core & Main (24" DIP)	\$38,180.16	324' LF	July PE
Core & Main (24" DIP)	\$38,298.00	325' LF	July PE
Core & Main (24" DIP)	\$114,658.32	973' LF	July PE
Core & Main (24" DIP)	\$70,856.16	599' LF	Aug PE
Core & Main (24" DIP)	\$2,121.12	18' LF	Aug PE
Stored Materials Credit (-1,400' LF)	-\$164,976.00	1400' LF	July PE 117.84 * 1400 = \$164,976.
Stored Materials Credit (-1,800' LF)	-\$212,112.00	1800' LF	Aug PE 117.84 * 1800 = \$212,112
<i>Stored Materials Subtotal:</i>	\$56,555.73		

\$196,695.00 for July stored materials *rounded down to nearest dollar

Zenith Survey Pt. 1	\$550.00		June PE
Zenith Survey Pt. 2	\$3,500.00		June PE
Zenith Survey Pt. 3	\$2,800.00		July PE
<i>Surveying Subtotal:</i>	\$6,850.00		

\$196,695.00 Monthly total stored materials (July)
 -\$164,976.00 Credit for 1,400' LF of pipe
\$31,719.00 July Total for 24" DIP Stored Materials

\$342,282.05 24" DIP invoices
 -\$164,976.00 Material Credit for 1,400' LF
\$177,306.05 Total 24" DIP stored materials

PENDINGSTORED MATERIALS: *Not charged this month*

Core & Main (24" PVC)	\$3,776.00	20' LF	Removed from PE #3
-----------------------	------------	--------	--------------------

Rampart Range: August Quantities Check

Description/Item	Units Installed (Aug '22)	UOM	NOTES
Traffic Control	1,800.00	LF	<i>Paid per LF; 3,000' LF installed to date</i>
Utility Potholing	4.00	HR	<i>For fiber line found</i>
24" DIP Bends & Fittings	3.00	EA	
24" Butterfly Valves	4.00	EA	
8" Gate Valve	1.00	EA	
10" Gate Valve	0.00	EA	
Remove & Dispose of Asbestos Pipe	490.00	LF	<i>For extra asbestos pipe found; 1183' LF total to date</i>
Remove & Dispose of Asphalt	570.000	SY	
Water Trench Over-Excavation	1800.000	LF	<i>Assumes ST. 14+00-30+00</i>
Additional GESC BMP's	0.09039	LS	<i>For additional inlet protections added</i>
Construction Fence	860.00	LF	<i>For safety fence delineating power as requested at safety meeting</i>
Curb Sock	4.00	EA	<i>Curb socks added around inlets/misc. site areas</i>
24" DIP Waterline	1800.00	LF	<i>Assumes ST. 14+00-30+00</i>
32 lb. Anodes for Bonded DIP	8.00	EA	
9 lb. Anodes for Bonded DIP	3.00	EA	
Cathodic Protection (Test/Monitoring Station)	2.00	EA	
Cathodic Protection (Pipe Joint Bonding)	1800.00	LF	
CO2A: Pavement Marking Mob	0.50	EA	<i>For temp. walk that was partially placed. County then asked AWC to stop this task.</i>
CO2B: Temp. Crosswalk	180.00	SF	<i>For temp. walk that was partially placed. County then asked AWC to stop this task.</i>
CO2C: Remove Pavement Markings	32.00	SF	<i>For removal of turn arrow near Rampart/Village Circle West</i>



Change Order No. 1

Date of Issuance: 09/21/2022	Effective Date: 09/21/2022
Owner: Roxborough Water and Sanitation District	Owner's Contract No.: N/A
Contractor: Velocity Constructors, Inc.	Contractor's Project No.: 2205
Engineer: TST Infrastructure, LLC	Engineer's Project No.: 001.406.02
Project: Roxborough Lift Station Pump P-201 Replacement	Contract Name: Roxborough Lift Station Pump P-201 Replacement

The Contract is modified as follows upon execution of this Change Order:

Description:


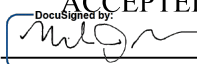
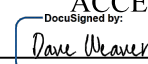
1. Modify P-201 relocation to position P-203 to move entire pump base to P-203 position. Relocation requires removal of existing P-203 pump base and grout. Re-grout pump base in new P-203 location. See attached WCD #1	Add \$0.00
	Add 10 days to Milestone 1, Substantial & Final Completion

Total Change Order No. 1: Add \$0.00

Attachments: Work Change Directive #1	Add 10 days to Milestone 1, Substantial & Final Completion
--	--



CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ <u>120,613.00</u>	Original Contract Times: Milestone 1: <u>August 5, 2022</u> Substantial Completion: <u>110 days (October 8, 2022)</u> Ready for Final Payment: <u>140 days (November 7, 2022)</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>N/A</u> to No. <u>N/A</u> : \$ <u>N/A</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>N/A</u> to No. <u>N/A</u> : Milestone 1: <u>N/A</u> Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days
Contract Price prior to this Change Order: \$ <u>120,613.00</u>	Contract Times prior to this Change Order: Milestone 1: <u>August 5, 2022</u> Substantial Completion: <u>110 days (October 8, 2022)</u> Ready for Final Payment: <u>140 days (November 7, 2022)</u> days or dates
Increase of this Change Order: \$ <u>0.00</u>	Increase of this Change Order: Milestone 1: <u>10 days</u> Substantial Completion: <u>10 days</u> Ready for Final Payment: <u>10 days</u> days or dates
Contract Price incorporating this Change Order: \$ <u>0.00</u>	Contract Times with all approved Change Orders: Milestone 1: <u>10 days (August 15, 2022)</u> Substantial Completion: <u>120 days (October 18, 2022)</u> Ready for Final Payment: <u>150 days (November 17, 2022)</u> days or dates

<p>RECOMMENDED:</p> <p>By: <u></u> <small>DocuSigned by: AB35BF843B-BD21-4195-8E02-F870C1473876</small> Engineer (if required)</p> <p>Title: <u>Principal</u></p> <p>Date: <u>September 12, 2022 4:42:09 PM</u></p>	<p>ACCEPTED:</p> <p>By: <u></u> <small>DocuSigned by: 1A8B55CAD7F241B</small> Owner (Authorized Signature)</p> <p>Title: <u>director of operations</u></p> <p>Date: <u>September 12, 2022 4:48:40 PM</u></p>	<p>ACCEPTED:</p> <p>By: <u></u> <small>DocuSigned by: 88BE52851CF73A</small> Contractor (Authorized Signature)</p> <p>Title: <u>Project Manager</u></p> <p>Date: <u>September 12, 2022 4:36:57 PM</u></p>
---	--	---

Approved by Funding Agency (if applicable)

By: _____ Date: _____

Title: _____



Work Change Directive No. 1

Date of Issuance: 08/11/2022	Effective Date: 08/11/2022
Owner: Roxborough Water and Sanitation District	Owner's Contract No.: N/A
Contractor: Velocity Constructors, Inc.	Contractor's Project No.: 2205
Engineer: TST Infrastructure, LLC	Engineer's Project No.: 001.406.02
Project: Roxborough Lift Station Pump P-201 Replacement	Contract Name: Roxborough Lift Station Pump P-201 Replacement

Contractor is directed to proceed promptly with the following change(s):

Description:

Modify P-201 relocation to position P-203 to move entire pump base to P-203 position. Relocation requires removal of existing P-203 pump base and grout. Re-grout pump base in new P-203 location. Change in price and time shall be provided based on actual labor and material costs.

Attachments: [None]

Purpose for Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to:

- Non-agreement on pricing of proposed change.
- Necessity to proceed for schedule or other Project reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price \$ TBD
Contract Time TBD

Basis of estimated change in Contract Price:

- Lump Sum
- Cost of the Work
- Unit Price
- Other

RECOMMENDED:

By: 
Engineer (Authorized Signature)


Title: Principal
Date: August 11, 2022 | 1:55:04 PM EDT

AUTHORIZED BY:

By: 
Owner (Authorized Signature)

Title: Director of Operations
Date: August 11, 2022 | 2:03:08 PM EDT

RECEIVED:

By: 
Contractor (Authorized Signature)

Title: Project Manager
Date: August 19, 2022 | 7:03:24 AM MD

Approved by Funding Agency (if applicable)

By: _____
Title: _____

Date: _____

Contractor's Application for Payment No. 1

	Application Period: Through 9/2/2022	Application Date: 9/2/2022
To (Owner): Roxborough Water and Sanitation District	From (Contractor): Velocity Construcors, Inc.	Via (Engineer): TST Infrastructure, LLC
Project: Roxborough Lift Station Pump P-201 Replacement	Contract: Roxborough Lift Station Pump P-201 Replacement	
Owner's Contract No.:	Contractor's Project No.: 2205	Engineer's Project No.: 001.406.02

Application For Payment Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
CO 1 (Pending)	\$0.00	
TOTALS	\$0.00	\$0.00
NET CHANGE BY CHANGE ORDERS		

1. ORIGINAL CONTRACT PRICE.....	\$ 120,613.00
2. Net change by Change Orders.....	\$ 0.00
3. Current Contract Price (Line 1 ± 2).....	\$ 120,613.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates).....	\$ 85,573.00
5. RETAINAGE:	
a. 5% X \$85,573.00 Work Completed.....	\$ 4,278.65
b. 5% X \$0.00 Stored Material.....	\$ 0.00
c. Total Retainage (Line 5.a + Line 5.b).....	\$ 4,278.65
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ 81,294.35
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ 0.00
8. AMOUNT DUE THIS APPLICATION.....	\$ 81,294.35
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above).....	\$ 39,318.65

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature DocuSigned by:
David Weaver
DN: C=US, E=dweaver@velocityci.com,
O=Velocity Constructors Inc., CN=David Weaver

By: **David Weaver** Date: 9/2/2022

Payment of: \$ 81,294.35
(Line 8 or other - attach explanation of the other amount)

is recommended by: DocuSigned by:
Mh Cato
AB35BE877B24A9.. September 12, 2022 | 4:30:5
(Engineer) (Date)

Payment of: \$ 81,294.35
(Line 8 or other - attach explanation of the other amount)

is approved by: DocuSigned by:
MDG
1A855CAD7E241B.. September 12, 2022 | 4:44:3
(Owner) (Date)

Approved by: _____
Funding or Financing Entity (if applicable) (Date)

Progress Estimate

Contractor's Application

For (Contract): Roxborough Lift Station Pump P-201 Replacement										Application Number: 1									
Application Period: Through 9/2/2022										Application Date: 9/2/2022									
A				B		C		D		(C + D)		E			F		G		
Item				Contract Information				Work Completed				Stored Materials (Not in C or D)			Total Completed and Stored This Period (D + E)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)	
Bid Item No.	Description	Item Quantity	Units	Unit Price	Bid Item Value (\$)	Quantity Installed Prev. Period	Quantity Value Prev. Period	Quantity Installed This Period	Quantity Value This Period	Total Estimated Quantity	Value of Work Installed to Date	From Prev Period	This Period	Total Stored Materials					
BASE BID -																			
Mobilization/Demobilization																			
	Bonds & Insurance	1	LS	\$4,250.00	\$4,250.00			100%	\$4,250.00	100%	\$4,250.00					\$4,250.00	\$4,250.00	100.0%	
	Submittals	1	LS	\$4,000.00	\$4,000.00			95%	\$3,800.00	95%	\$3,800.00					\$3,800.00	\$3,800.00	95.0%	\$200.00
	Mobilization	1	LS	\$9,000.00	\$9,000.00			100%	\$9,000.00	100%	\$9,000.00					\$9,000.00	\$9,000.00	100.0%	
Relocate Pump P-201 to P-203 location																			
	Relocate Pump P-201 to P-203 location	1	LS	\$7,600.00	\$7,600.00			100%	\$7,600.00	100%	\$7,600.00					\$7,600.00	\$7,600.00	100.0%	
	Reconnect Electrical to Pump P-203	1	LS	\$3,700.00	\$3,700.00			100%	\$3,700.00	100%	\$3,700.00					\$3,700.00	\$3,700.00	100.0%	
Install Pump P-201																			
	Demo Pump Pad and Piping	1	LS	\$3,300.00	\$3,300.00			100%	\$3,300.00	100%	\$3,300.00					\$3,300.00	\$3,300.00	100.0%	
	Form new Pump Pad	1	LS	\$4,995.00	\$4,995.00			100%	\$4,995.00	100%	\$4,995.00					\$4,995.00	\$4,995.00	100.0%	
	Install Anchor Bolts and Pump Base Plate	1	LS	\$2,200.00	\$2,200.00			100%	\$2,200.00	100%	\$2,200.00					\$2,200.00	\$2,200.00	100.0%	
	Procure Epoxy Grout for new Pad	1	LS	\$19,413.00	\$19,413.00			100%	\$19,413.00	100%	\$19,413.00					\$19,413.00	\$19,413.00	100.0%	
	Pour New Pump Pad	1	LS	\$3,990.00	\$3,990.00			100%	\$3,990.00	100%	\$3,990.00					\$3,990.00	\$3,990.00	100.0%	
	Strip New Pump Pad	1	LS	\$800.00	\$800.00			100%	\$800.00	100%	\$800.00					\$800.00	\$800.00	100.0%	
	Pour Concrete Pipe Supports	1	LS	\$1,890.00	\$1,890.00														
	Install Owner Furnished Piping and Valves	1	LS	\$1,600.00	\$1,600.00														\$1,600.00
	Assist in Start-Up of Pump P-201	1	LS	\$900.00	\$900.00														\$900.00
Electrical																			
	Install Conduit	1	LS	\$14,500.00	\$14,500.00			90%	\$13,050.00	90%	\$13,050.00					\$13,050.00	\$13,050.00	90.0%	\$1,450.00
	Install MCC	1	LS	\$7,200.00	\$7,200.00														\$7,200.00
	Install AHU and various I&C	1	LS	\$8,800.00	\$8,800.00			85%	\$7,480.00	85%	\$7,480.00					\$7,480.00	\$7,480.00	85.0%	\$1,320.00
	Pull Wire	1	LS	\$8,400.00	\$8,400.00			15%	\$1,260.00	15%	\$1,260.00					\$1,260.00	\$1,260.00	15.0%	\$7,140.00
	Terminate	1	LS	\$6,300.00	\$6,300.00														\$6,300.00
	SCADA and Programming	1	LS	\$2,100.00	\$2,100.00			35%	\$735.00	35%	\$735.00					\$735.00	\$735.00	35.0%	\$1,365.00
Painting																			
	Paint Piping and accessories	1	LS	\$5,675.00	\$5,675.00														\$5,675.00
Totals																			
					\$120,613.00			\$13.20	\$85,573.00	\$13.20	\$85,573.00					\$85,573.00	\$85,573.00		\$35,040.00

AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT

This **AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT** (“Agreement”) dated July 27, 2021, is made and entered into as of the _____ day of _____, 2022, by and between **ROXBOROUGH WATER AND SANITATION DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), and **HDR Engineering, Inc.** (the “Consultant”), collectively, the “Parties.”

RECITALS

WHEREAS, the Parties entered into a Professional Services Agreement to complete a Filter Optimization Study (the Study) on July 27, 2021; and

WHEREAS, that Study has determined that changes in chemicals are likely necessary to improve filter performance; and

WHEREAS, the District desires certain engineering services to provide continued data analysis and complete a final study report for the Larry D. Moore Water Treatment Plant; and

WHEREAS, the District desires to engage the Consultant to render such services consistent with the terms of this Amendment No. 2 to the Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the sufficiency of which is acknowledged, the Parties agree as follows:

COVENANTS AND AGREEMENT

1.0 SERVICES PROVIDED BY CONSULTANT

1.1 Scope of Services. The Consultant shall provide such services as are set forth in **Exhibit A** attached hereto and incorporated herein (the “Additional Services”). The District may, from time to time, request changes to the Additional Services to be performed hereunder. Such changes, including any increase or decrease in the amount of Consultant’s compensation, shall be mutually agreed by the Parties, and set forth in an amendment to the Agreement. No amendment to provide for a change in the Additional Services that results in an increase in the Consultant’s compensation shall be authorized and executed by the District unless sufficient funds have been appropriated for payment of the increased compensation. The Consultant shall have no right or authority, express or implied, to take any action, expend any sum, incur an obligation, or otherwise obligate the District in any manner whatsoever, except to the extent specifically provided in this Amendment.

2.0 Compensation and Billing

2.1 Compensation. Compensation for satisfactory performance of the Additional Services shall be based on the fee/rate schedule set forth in **Exhibit A** attached hereto and incorporated herein, which shall be subject to an equitable adjustment at the beginning of each calendar year, and shall not exceed Fourteen Thousand Five Hundred Twenty-Three Dollars (\$14,523), which has been budgeted and appropriated by the District in the current year of performance of the Services.

2.2 Compensation for Change in Services. The Consultant shall not receive additional compensation for any change in Services unless the Parties have executed an amendment to the Agreement and this Amendment No. 2 authorizing the change in Services and the payment of additional compensation. It is specifically understood that oral requests and/or approvals of a change in Services and payment of additional compensation are barred and unenforceable. Any amendment to this Agreement resulting in additional compensation to be paid by the District is subject to annual appropriations.

3.0 TIME OF PERFORMANCE

3.1 Commencement and Completion of Work. The Services to be performed pursuant to this Agreement shall commence upon execution of this Amendment No. 2 (the "Effective Date"). Failure to commence work in a timely manner and/or to diligently pursue work to completion may be grounds for termination of this Agreement.

4.0 GENERAL PROVISIONS

- 4.1 Other Sections and Exhibits Remain Unchanged. Unless otherwise expressly amended herein, all provisions of the Agreement shall remain in full force and effect.
- 4.2 Counterparts. This Amendment No. 2 may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

(Remainder of Page Left Intentionally Blank.)


IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

DISTRICT:

**ROXBOROUGH WATER AND SANITATION
DISTRICT**

By: Barbara J. Biggs
Its: General Manager

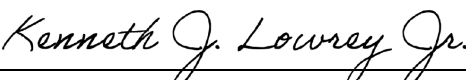
ATTEST:



By: Melissa A. Gray
Its: Quality and Records Coordinator

CONSULTANT:

HDR Engineering, Inc.



By: Ken Lowrey
Its: Vice President

EXHIBIT A

SCOPE OF SERVICES & FEE/RATE SCHEDULE

Memo

Date: Monday, August 22, 2022

Project: Roxborough WTP Filter Assessment

To: Barb Biggs and Mike Marcum

From: Jennifer Stillman, PE

Subject: Amendment No. 2 for WTP Filter Assessment

Dear Ms. Biggs and Mr. Marcum,

HDR is nearing their allocated budget for Amendment No. 1 for the WTP Filter Assessment. The District has indicated a desire to continue working with HDR during the upcoming period of stable operation throughout the end of the 2022 calendar year. During this period, the District plans to operate the WTP at the optimized dosing condition for alum determined by the Demonstration Test. The plant is currently experiencing filter runs near the target value set at the beginning of the filter assessment. Maintaining a constant operating condition over a prolonged period will allow the District and HDR to observe how filter runs are affected by seasonal changes in water quality and determine the necessity for additional testing of coagulant alternatives. HDR will remain in contact with the District through monthly coordination calls. In preparation for these calls, HDR will receive the latest operating data sent by the District and prepare graphics to analyze trends and maximize the productivity of each coordination call. Additionally, HDR will prepare a report for the completed Demonstration Test to date, including analysis of results and recommendations for next steps. This Amendment No. 2 includes a proposed scope of work and fee estimate to accomplish this objective.

Demonstration Test Report & Data Analysis

HDR will continue analyzing data on filter performance at the Roxborough WTP and prepare a report for the completed Demonstration Test. This task includes:

- (4) half-hour coordination calls with RWSD discussing plant operation monthly between September-December 2022; a list of discussion topics will be sent prior to each call.

- Monthly analysis of the plant's operating data and development of graphics. Data will be provided by plant operators. This will help to visualize trends and aid coordination calls.
- Preparation of a report for the completed Demonstration Test. Report elements will include project background, results of the test, analysis, and recommendations for next steps.

Total (Not to Exceed)

\$14,523

Schedule

The proposed scope of work for Amendment No. 2 is anticipated to take place during September through December 2022.

Please let us know if you have any questions on this proposal. We look forward to advancing this important work with your staff.

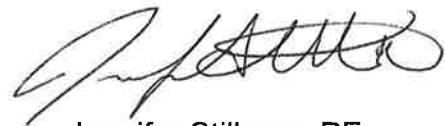
Sincerely,

HDR Engineering, Inc.



Kenneth J. Lowrey Jr.

Vice President



Jennifer Stillman, PE

Project Manager

WORK BREAKDOWN STRUCTURE

Fee Estimate for: Roxborough Filter Assessment - Amendment No. 2
 Date: August 22, 2022
 Firm Name: HDR Engineering, Inc.

Task						Labor and Expenses				
	Jenn Stillman Project Manager	Jeff Glover QA/QC	Sean Schumacher Process Engineer	Tiffany Schick Accounting	Donna Velasquez Administrative Support	Total Labor (Hours)	Total Labor (\$)	Total Expenses (\$)	Total Subconsultant (\$)	Total Labor & Expenses (\$)
Hourly Billing Rate*	\$237.00	\$275.00	\$115.00	\$115.00	\$95.00					
Task Series 100 - Project Management	10	0	0	16	0	26	\$4,210.00	\$0.00	\$0.00	\$4,210.00
101 - Project Management (Base Task Order)						0	\$0.00			\$0.00
102 - Project Management Amendment No. 1						0	\$0.00			\$0.00
103 - Project Management Amendment No. 2 (Amendment 2)	10			16		26	\$4,210.00			\$4,210.00
Task Series 200 - Site Visits and Meetings (Base Task Order)	0	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00
201 - Site Visits (x 1, 8hr each)						0	\$0.00			\$0.00
202 - Meeting with Roxborough (x 2, 1 hr each)						0	\$0.00			\$0.00
Task Series 300 - Data Collection and Evaluation (Base Task Order)	0	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00
301 - Background Material Review						0	\$0.00			\$0.00
301 - Data Evaluation						0	\$0.00			\$0.00
Task Series 400 - Filter Assessment Report (Base Task Order)	0	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00
401 - Filter Assessment Report						0	\$0.00			\$0.00
Task Series 500 - Demonstration Testing	0	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00
501 - Prepare Application for CDPHE - 2 total						0	\$0.00			\$0.00
502 - Coordination Calls with CDPHE and RWSD - (24) calls, 1 hr each, includes agenda						0	\$0.00			\$0.00
503 - Chemical procurement assistance						0	\$0.00			\$0.00
504 - On-site time - (4) 8-hour days						0	\$0.00			\$0.00
505 - Analysis of Results and Report Preparation						0	\$0.00			\$0.00
Task Series 600 - Basis of Design Report (Removed from Amendment 1)	0	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00
601 - Coordination Calls with CDPHE and RWSD - (4) calls, 1 hr each + agenda and notes						0	\$0.00			\$0.00
602 - Prepare Draft BDR						0	\$0.00			\$0.00
603 - Resolve Comments and Prepare Final BDR						0	\$0.00			\$0.00
Task Series 700 - Demonstration Test Report & Data Analysis (Amendment 2)	14	3	52	0	2	71	\$10,313.00	\$0.00	\$0.00	\$10,313.00
701 - Coordination Calls with RWSD - (4) calls between September and December 2022, 1/2 hr each + agenda	4		4			8	\$1,408.00			\$1,408.00
702 - Data Analysis and Graphic Development	4		8			12	\$1,868.00			\$1,868.00
703 - Report Preparation	6	3	40		2	51	\$7,037.00			\$7,037.00
TOTAL HOURS	24	3	52	16	2	97				
TOTAL LABOR	\$5,688.00	\$825.00	\$5,980.00	\$1,840.00	\$190.00		\$14,523.00	\$0.00	\$0.00	\$14,523.00



ROXBOROUGH WATER AND SANITATION DISTRICT

General Manager’s Report September 21, 2022

Information Only

Please plan to attend the Christmas Party for Board members, spouses, staff and partners on December 7 at 5:00 p.m. in the wine grotto at the Clubhouse at Ravenna.

Ongoing Drought:

- Aurora Water staff will recommend City Council declare a Stage I drought in January 2023.
 - Outdoor watering will only be allowed 2 days per week with no watering allowed between 10:00 a.m. – 6:00 p.m.
 - Will impose Drought/Water Availability Surcharges per 1,000 gallons of use that will need to be added to RWSD rates:

Usage (gal.)	Drought/Water Availability Surcharge			
	Normal	Stage I	Stage II	Stage III
Tier 1 – 0-5,000	\$ --	\$ --	\$ --	\$ --
Tier 2 – 5,001-10,000	\$ --	\$0.83	\$2.48	\$ 7.55
Tier 3 – 10,001-20,000	\$ --	\$0.84	\$2.52	\$ 7.68
Tier 4 – 20,001 +	\$ --	\$1.16	\$3.47	\$10.56

- In addition to the Surcharges the Water Supply Agreement with Aurora requires RWSD watering restrictions to be at least as stringent as the City’s. This will require us to prohibit watering between 10-6 rather than or current 11-6.
- I have attached an article regarding an agreement on water conservation by several large providers throughout the Colorado basin states.

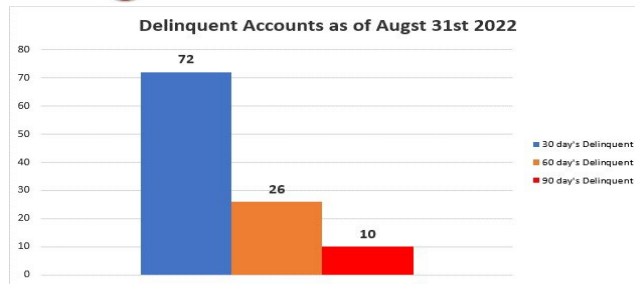
Past Due Accounts:

- As of August 31, we had 10 accounts with a past due balance of \$6,301, compared to 18 accounts with a past due balance of \$6,806 as of July 31.
- Nearly half of the past due balance is for one house under construction in Ravenna that has been contacted and committed to making payment.
- Eight (8) accounts were posted for shut-off on 9/6; service was shut-off at 2 residences: one that is vacant, and a second rental property that is under an eviction notice.



ROXBOROUGH WATER AND SANITATION DISTRICT

Delinquent Accounts



Total Amount Past Due 30 days
\$12,583

Total Amount Past Due 60 days
\$4,056

Total Amount Past Due 90 days
\$6,301

August 2022

Dominion Water and Sanitation District/Sterling Ranch:

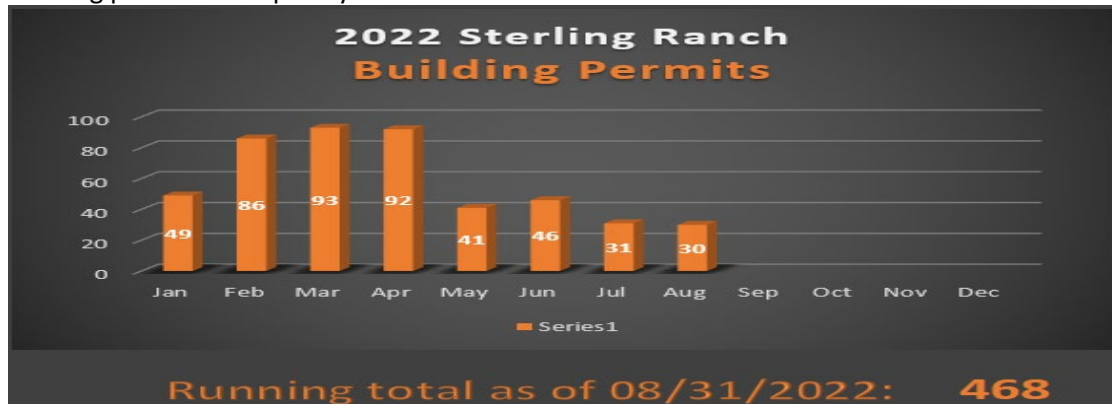
- Day-to-day operations going well.
- We continue to provide temporary service to Sterling Ranch Filing 4. Dominion is billed for the normal cost for water treatment, and Sterling Ranch CAB is billed \$1.25/1,000 gallons to “wheel” the water through RWSD’s system. Dominion’s system to serve Filing 4 should be in place by November 30, 2022.
- There has been a rash of odor complaints from residents about the Dominion force main made to RWSD, CDPHE, EPA, and Douglas County. RWSD referred residents and agencies to Dominion staff.
- There were an additional 51 Certificates of Occupancy (CO) issued in Sterling Ranch in July bringing the total number of COs that have been issued in Sterling Ranch to 1,664 for a monthly Wastewater Operations Charge of \$33,280.
- Year to date development summary:





ROXBOROUGH WATER AND SANITATION DISTRICT

- Under the Purchase and Sale Agreement for the Wastewater Treatment Plant, RWSD tracks new building permits issued in Sterling Ranch. Dominion is invoiced \$300 for each residential equivalent building permit in the prior year.



Projects:

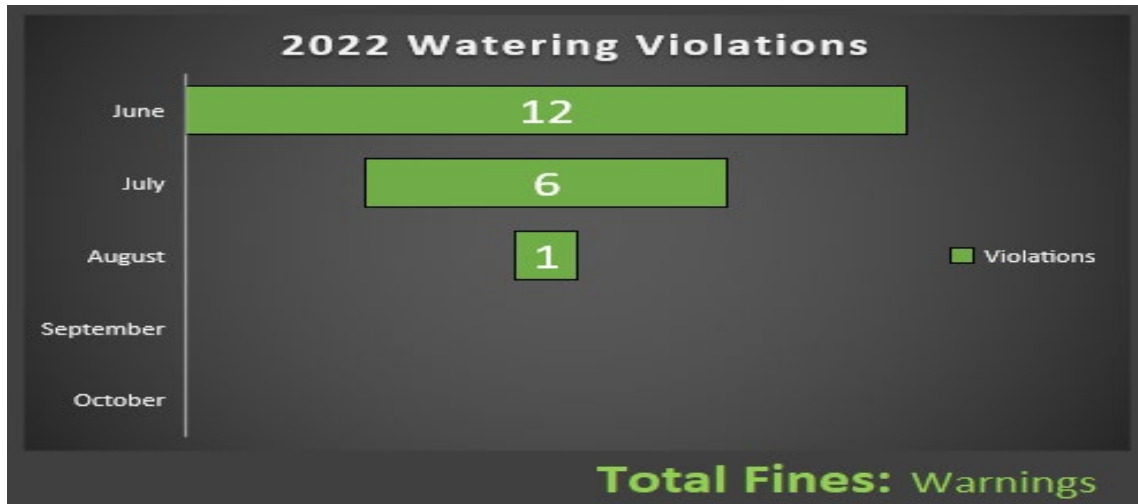
- Work at the water treatment plant including the high-zone pump serving Dominion, restroom, office addition, Phase 2 of the backwash pond conversion, and new entrance is progressing slowly.
- The Rampart Range Road Transmission Main Replacement Project is progressing. The contractor worked overnight 9/1-2, and the District posted all nearby residents and provided ear plugs. Work in the northbound lanes should be complete and the road paved by the end of September.
 - Once work in the northbound lanes is complete, work will shift to the southbound lanes to complete the tie ins to the west. There may be additional overnight work.
 - Traffic control plans for the next phases of work are under development with Douglas County.
- Aurora is reviewing the proposed location for the relocated Rampart Pump Station to a parcel owned by Don and Carrie Haberer. Once Aurora has approved the site, negotiations with the Haberers will proceed.

Public Outreach/Opportunities:

- We continue to do weekly updates on the transmission main replacement project on the website.
- We did additional postings on the overnight work that closed the intersection of Village Circle East (north) and Rampart Range Road.
- Two day per week watering limitations go into effect May 1 through October 1. Below is the report on recent watering violations that will update monthly.



ROXBOROUGH WATER AND SANITATION DISTRICT





PLEASE JOIN US FOR A

Christmas
PARTY

HOSTED BY

Roxborough Water + Sanitation District

DEC
7
5 PM

Wine Grotto
at the Club at Ravenna

8285 Dante Drive
Littleton CO 80125

Appetizers at 5pm
Dinner will be served at 6pm

**DENVER WATER***What can we help you find today?*[\(.\)](#)[Pay My Bill \(/pay-my-bill\)](#)[Manage My Account](#) [\(https://myaccount.denverwater.org\)](https://myaccount.denverwater.org)

Customer Care:

[303-893-2444](tel:303-893-2444) (tel:303-893-2444)

Major municipal water providers across Colorado River Basin announce commitment to significant reductions in water use

08/24/22

AUGUST 24, 2022 – Large water providers from across the Colorado River Basin announced today a commitment to substantially expand existing efforts to conserve water, reduce demands and expand reuse and recycling of water supplies.

The agreement includes water providers in both the upper and lower basins of the Colorado River, stretching from Colorado's Front Range to Las Vegas and Los Angeles. The providers invite other utilities in the basin to join in the commitment to increasing water-use efficiency and reducing the demand for water.

The agreement comes amid a two-decade drought on the river that affects 40 million people who rely on it for drinking water, agriculture, power production, landscape irrigation, recreation and more. Demands for water in the basin have exceeded available supply, reducing storage levels in lakes Mead and Powell to critically low levels.

The water providers are outlining their commitments in a Memorandum of Understanding that was delivered to Bureau of Reclamation Commissioner Camille Touton today. Some providers have committed to pursuing the MOU's intent while awaiting final approval through their various governing boards.

**DENVER WATER***What can we help you find today?*

effort as we work to ensure our river and the communities it serves continue to thrive. We sincerely hope our commitment to action inspires other stakeholders that share the river to do the same.”

Specifically, the agreement will focus on several key areas as pathways to cutting water use, including:

1. Develop programs to replace non-functional or passive cool weather turf grass (grass that serves primarily a decorative role and is otherwise unused) with drought- and climate-resistant landscaping, while maintaining vital urban landscapes and tree canopies where appropriate.
2. Increase water reuse and recycling programs where feasible.
3. Continue and expand conservation and efficiency programs to accelerate water savings.

“Achieving the protection storage volumes needed to preserve water and hydropower operations within the Colorado River basin cannot be met by a singular country, basin, state, or water use sector,” continued the letter to BOR. “While municipal water use represents only a small fraction of total Colorado River water use, progress begins with one and then many until we are all moving in the same direction.”

While not all the conservation strategies under consideration may make sense for each community, utilities say the agreement demonstrates the commitment that municipal water providers have not only to coordinating and collaborating on strategies to conserve and manage water demands, but to also help protect the Colorado River system.

Links to the

[letter to the BOR \(https://www.denverwater.org/sites/default/files/mou-cover-letter.pdf\)](https://www.denverwater.org/sites/default/files/mou-cover-letter.pdf),
[the MOU \(https://www.denverwater.org/sites/default/files/water-efficiency-mou.pdf\)](https://www.denverwater.org/sites/default/files/water-efficiency-mou.pdf) and a
[support letter from the Southeastern Colorado Water Conservancy District \(https://www.denverwater.org/sites/default/files/sewcd-letter-re-mou.pdf\)](https://www.denverwater.org/sites/default/files/sewcd-letter-re-mou.pdf).

Quotes from signatories to the BOR letter:

“The water supply challenges we are facing on the Colorado River are accelerating at an alarming pace. Everyone who relies on the Colorado River must take bold and immediate action to reduce their use on this vital water source,” said Adel Hagekhalil, general manager of the Metropolitan Water District of Southern California. “This agreement represents our commitment to working with

**DENVER WATER***What can we help you find today?*

(1)
“With climate change and aridification affecting the entire Basin, improving the health of the Colorado River system requires a swift and collective effort of all water users – in all sectors – to reduce water use and implement actionable strategies, policies and programs to protect this vital resource and balance water supplies with demands,” said John Entsminger, Southern Nevada Water Authority general manager.

“Climate change and overuse of the Colorado River have put us squarely within the crisis we long saw coming. The bottom line now: We all need to work on solutions, no matter our individual impacts on river flows,” said Jim Lochhead, CEO of Denver Water. “While we have long been a conservation leader, Denver Water has consistently said it is prepared to do even more, and the commitments contained in this agreement reflect our readiness to take further important steps to keep more water in the Colorado River Basin.”

“Water issues in the arid west are accelerating,” stated Aurora Water General Manager Marshall Brown. “Aurora is embracing these conservation pathways through Colorado’s largest potable reuse system, an aggressive turf replacement rebate program and a new ordinance that prohibits nonfunctional turf in new developments. We’re doing what needs to be done to ensure a reliable water supply for our community in unpredictable times and we challenge other municipalities to do the same.”

“Colorado Springs Utilities is committed to conservation programming that ensures a clean, reliable water supply for years to come. Building on our customers’ successful 41% reduction in per capita use since 2001, we continue to pursue and implement water efficiency and reuse initiatives that support our vibrant community and make wise use of this valuable resource,” said Colorado Springs Utilities CEO Aram Benyamin.

“The Southeastern Colorado Water Conservancy District supports the efforts of the Upper Colorado River Commission (UCRC), the State of Colorado, and municipal and agricultural water providers in the basin, to collaborate in bringing the system into balance,” said Jim Broderick, executive director of the district.

CONTACTS

Metropolitan Water District of Southern California:

Bob Muir, rmuir@mwdh2o.com (<mailto:rmuir@mwdh2o.com>), 213-324-5213

Maritza Fairfield at mfairfield@mwdh2o.com (<mailto:mfairfield@mwdh2o.com>), [909-816-7722](tel:909-816-7722)
(<tel:909-816-7722>)

**DENVER WATER***What can we help you find today?***Denver Water:**

Todd Hartman, todd.hartman@denverwater.org (<mailto:todd.hartman@denverwater.org>);

Travis Thompson, travis.thompson@denverwater.org (<mailto:travis.thompson@denverwater.org>);

Media line: [303-628-6700](tel:303-628-6700) (<tel:303-628-6700>).

Aurora Water:

Greg Baker, gbaker@auroragov.org (<mailto:gbaker@auroragov.org>), [303-739-7081](tel:303-739-7081) (<tel:303-739-7081>).

Colorado Springs Utilities:

Jennifer Jordan, bjordan@csu.org (<mailto:bjordan@csu.org>), [719-668-3848](tel:719-668-3848) (<tel:719-668-3848>).

Pueblo Water:

Joe Cervi, jcervi@pueblowater.org (<mailto:jcervi@pueblowater.org>), [719-584-0212](tel:719-584-0212) (<tel:719-584-0212>).

Southeastern Colorado Water Conservancy District:

Chris Woodka, chris@secwcd.com (<mailto:chris@secwcd.com>), [719-766-4253](tel:719-766-4253) (<tel:719-766-4253>).

###

Denver Water proudly serves high-quality water and promotes its efficient use to [1.5 million people](#) (</about-us/how-we-operate/key-facts>) in the city of Denver and many surrounding suburbs.

Established in 1918, the utility is a [public agency funded](#) (</about-us>) by water rates, new tap fees and the sale of hydropower, not taxes. It is Colorado's oldest and largest water utility. Subscribe to [TAP](#) (</tap/subscribe>) to hydrate your mind, and follow us on [Facebook](#) (<https://www.facebook.com/DenverWater/>), [Twitter](#) (<https://twitter.com/DenverWater>) and [Instagram](#) (https://www.instagram.com/denver_water).

Customer Care



DENVER WATER

What can we help you find today?

Emergencies

303-628-6801 (tel:303-628-6801)

[About Us \(/about-us\)](#)

[Careers \(/careers\)](#)

[Contact Us \(/contact\)](#)

[Contracts & Bids \(/contractors/bid-and-contract-opportunities\)](#)

[Design Standards \(/contractors/construction-information/design-standards\)](#)

[Investor/Financial Info \(/about-us/investor-relations\)](#)

[Lead Reduction Program \(/your-water/water-quality/lead\)](#)

[Operating Rules \(/about-us/how-we-operate/operating-rules\)](#)

[Vendor Inquiry \(/contractors/vendor-inquiry\)](#)

[\(/tap\)](#)

© 2022 Denver Water. All rights reserved. | [Notice of Nondiscrimination \(/notice-nondiscrimination\)](#) | [Privacy Policy \(/privacy-policy\)](#)



Water Plant

The water treatment plant has been running smoothly. In August, the plant was operational for **31** days with an average plant production of **2.0** MGD and a max day of **3.3** MGD.

The original High Zone Pump contract remains the same. We are still awaiting the arrival of the permanent VFD and there are a couple punch list items left. The VFD has been pushed out until October now.

The bathroom and office change order has not progressed much since last month. We are still waiting for the fire inspectors' comments to be addressed.

The Sodium Hypochlorite generator is installed, the manufacture has completed the start-up and the only item left is to integrate it into SCADA.

Backwash Pond Phase 2 has begun, parts are beginning to arrive, electrical conduits are installed waiting on Douglas County permitting to continue.

August production was **62** million gallons of treated water, **16.6** million gallons of that was for Sterling Ranch.

Lift Stations

The lift stations are running smoothly.

Velocity is working hard on the new pump installation. We've completed one shut-down for a blind flange installation, this was done so they could start demolition of the old pads. The new pump pedestal has been installed. Anticipated pump start-up is 9/15 but may push due to some lead times to get the specified wire.

August saw **24** million gallons of sewage pumped to Littleton-Englewood. Approximately **4.1** million was conveyed for Sterling Ranch.



Field

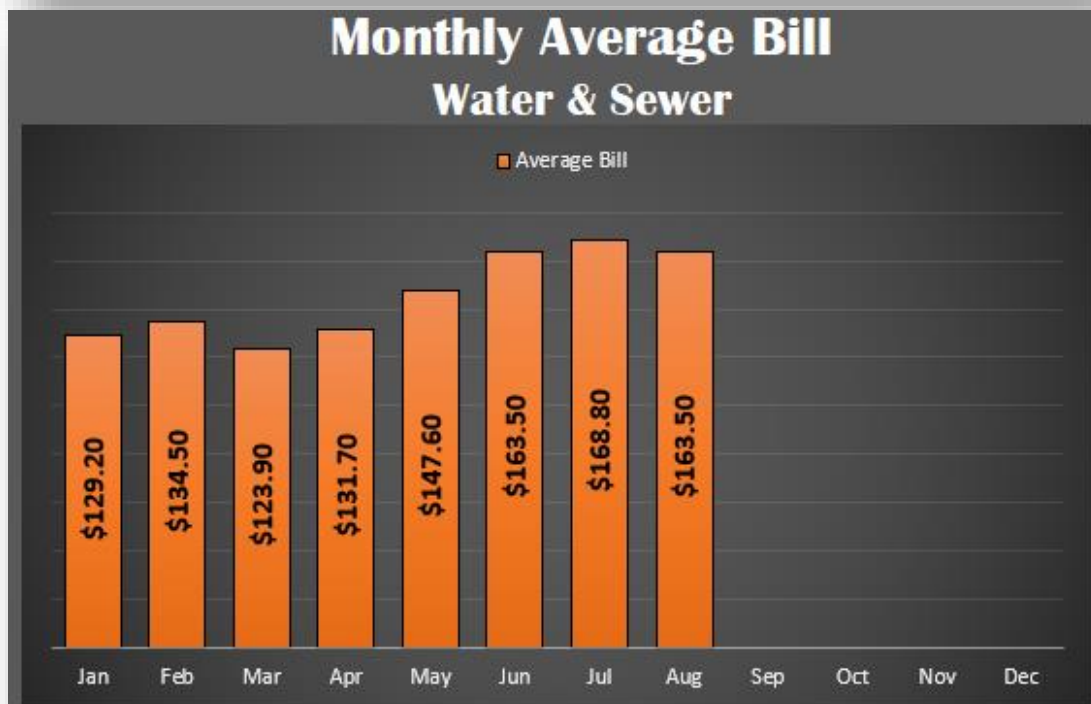
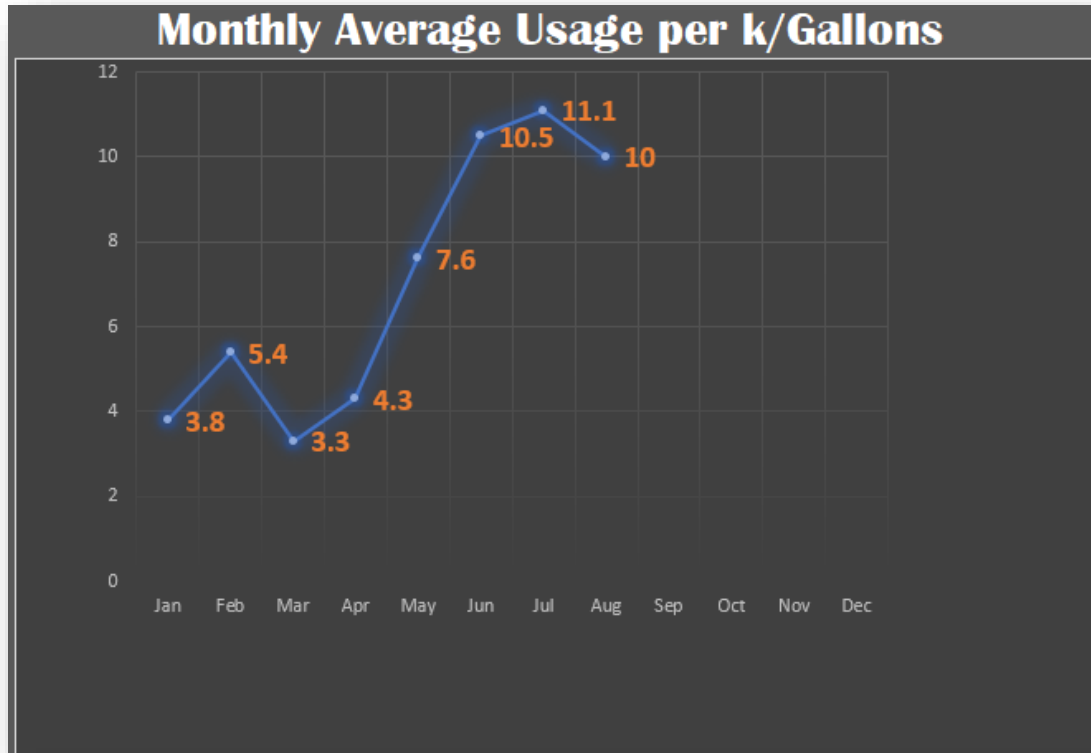
The field had **252** locates for the month of August.

Our endpoint replacement continues to keep the field guys busy; they replaced just over **700** endpoints to date. We will continue to push to complete prior to the CDMA contract ending after this year.

American West continues to install pipe, they had an overnight crossing for the Village Circle East, northern, intersection on 9/1-9/2 which went very smooth. Next steps are paving the north bound lane, shifting traffic, installing the east/ west laterals and testing pipe.



Monthly Averages



MEMORANDUM

TO: Roxborough Water and Sanitation District
Board of Directors

FROM: TST Infrastructure, LLC
Michael Gerstner

SUBJECT: Engineering Status Report

DATE: September 16, 2022

I. DEVELOPMENT PROJECTS

Berkeley Homes – Construction plans have been approved. The geotechnical report has been received and reviewed. Certain modifications to the plans will be required based on the geotechnical report. The required easements have not yet been submitted by the developer. Construction of water and sewer lines is not expected to begin until late 2022 or early 2023 pending relocation of overhead electric lines. (No Change)

Valley View Church – VVC continues to work on obtaining easements for the pipeline. VVCC has requested changes to the District’s standard easement documents that are generally acceptable to the District and a route has been identified.

Sherwin Williams Store – District staff and TST have met with the developer to discuss requirements for water and sewer. Revised drawings have not been received. (No Change)

Titan Road Vehicle Storage (Luxury Condominiums) – Revised plans have been received from the developer.

II. RAMPART WATER LINE REPLACEMENT

Installation of pipeline is in progress. To date, approximately 3,300 lf of 24” pipeline has been installed. The contractor is preparing for asphalt replacement on the north bound lanes.

Memorandum
September 16, 2022
Page 2

III. RAMPART PUMP STATION RELOCATION

A meeting was completed with Aurora on the feasibility of the proposed site on Haberer property near the dam based on system hydraulics. Exhibits have been prepared for discussions with Aurora and Haberer. The meeting was positive and awaiting comments from Aurora.

IV. WTP HIGH ZONE PUMP FOR DWSD

The new pump and piping have been installed and the pump is operational using the temporary VFD. Delivery of the permanent VFD is now expected by the end of September. The pump is not currently in service pending completion of DWSD's work on their system, which is not expected to occur until late October.

V. WATER TREATMENT PLANT OVERFLOW POND (PHASE 2)

A change order has been prepared. The water pipe installation to the backwash pond is nearing completion. Additional yard pipe materials for the backwash drain pipe and pump return have been delivered to the site.

VI. LIFT STATION PUMP 201 REPLACEMENT

The pump and electrical equipment are installed. Startup of electrical equipment is scheduled for September 20th and pump startup is scheduled for September 22nd.

VII. TRANSITION VAULT DRAINAGE IMPROVEMENTS

A conceptual scope and design requirements have been developed and reviewed with District staff. Survey of the site has been received and is under review.

Memorandum
September 16, 2022
Page 3

VIII. GIS

The latest IT pipes data showing condition of existing sewer lines is being added to the GIS. A new map showing fire hydrant radius was developed.

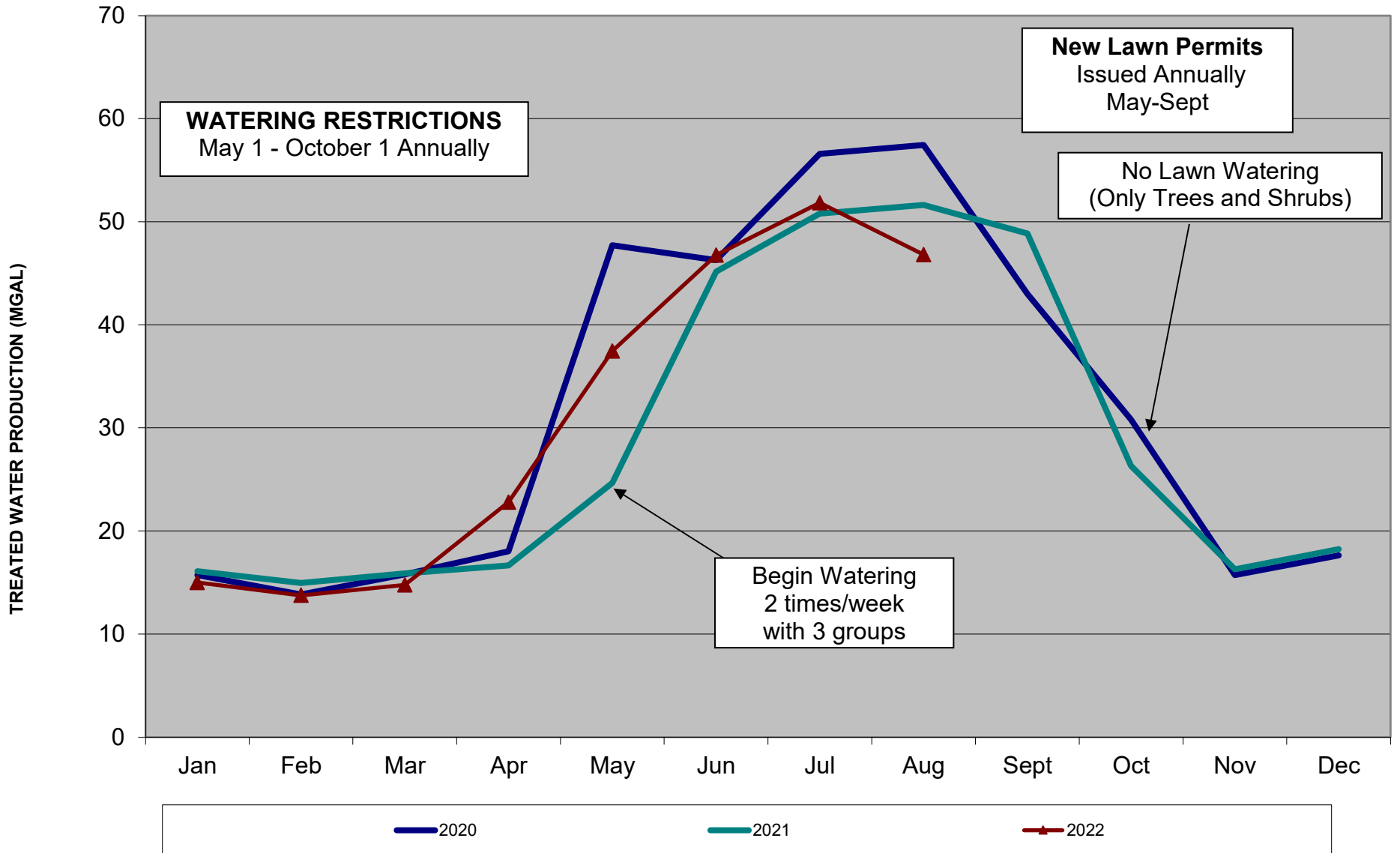
IX. DISTRIBUTION SYSTEM ISOLATION VALVES

Materials have been ordered and verification of the materials received is in progress. (No Change)

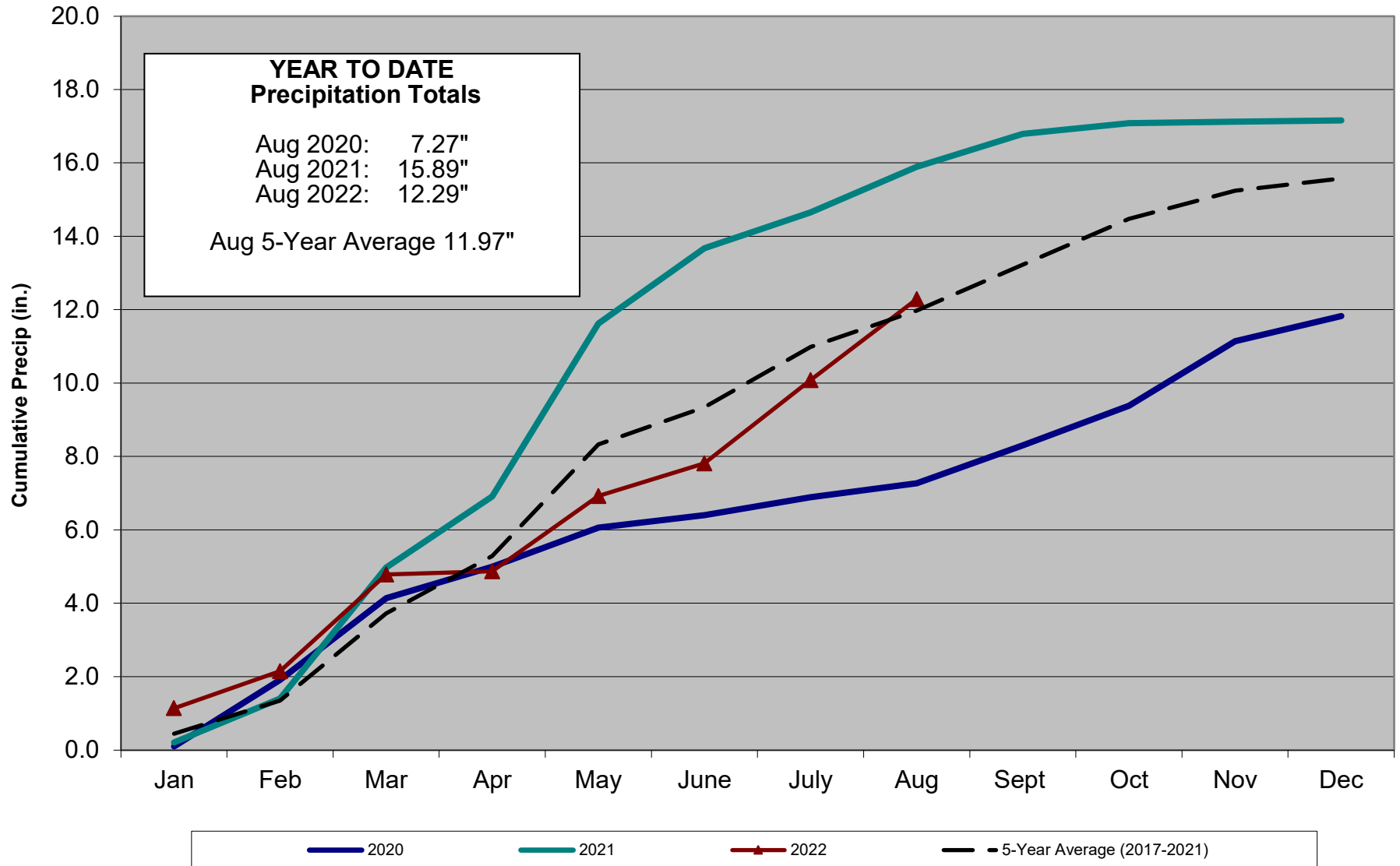
X. SEWER LINING PROJECT

A GIS map has been prepared to show defect locations and to assist in coordination of repairs with Roxborough Park Foundation planned paving projects. The Foundation has recently advised the District that no paving will be performed in 2022, and that both inbound and outbound lanes on Roxborough Drive will be paved in 2023. The map will be updated as repairs which impact the proposed paving are completed. (No Change)

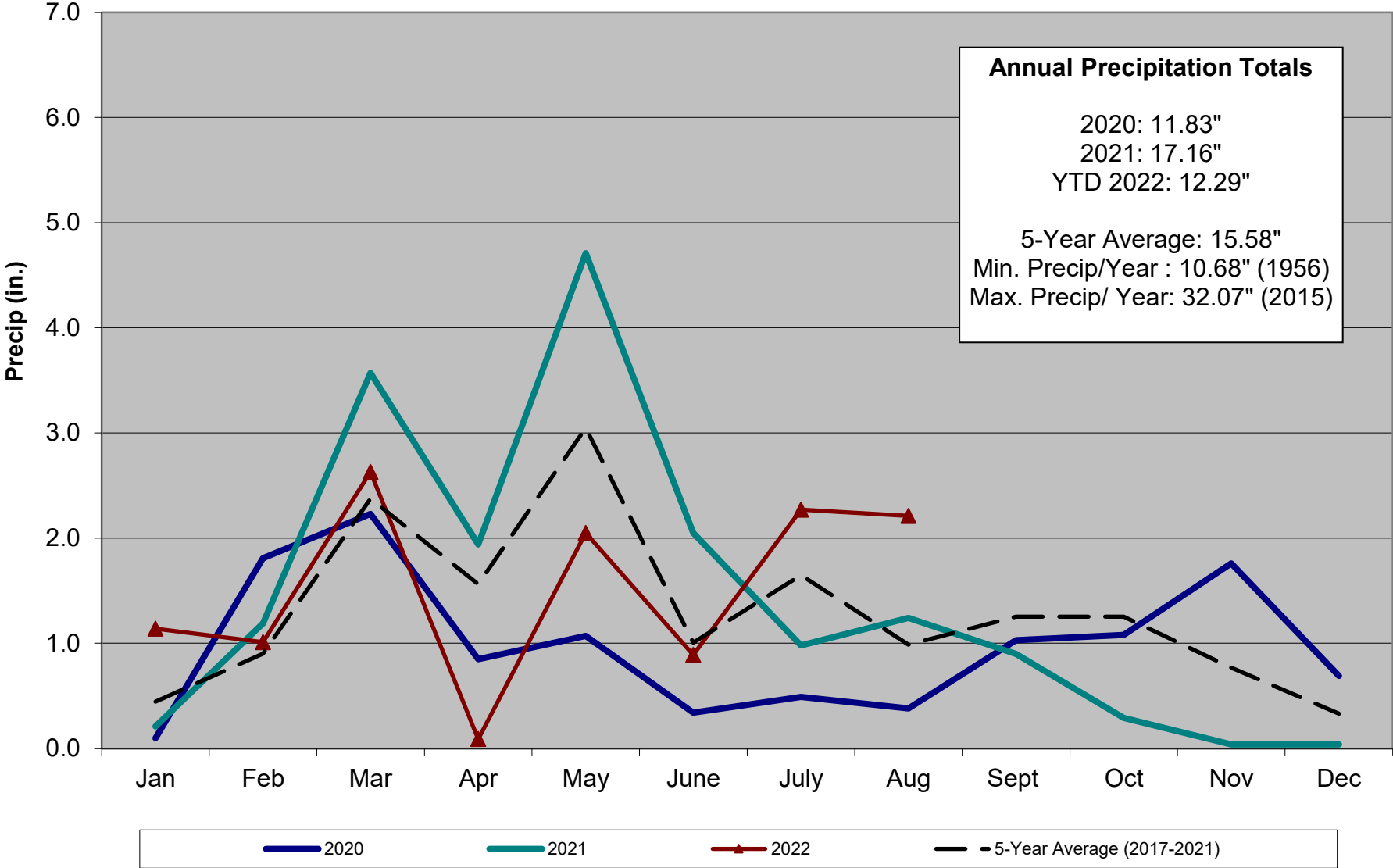
ROXBOROUGH WATER AND SANITATION DISTRICT TREATED WATER PRODUCTION 2020-2022



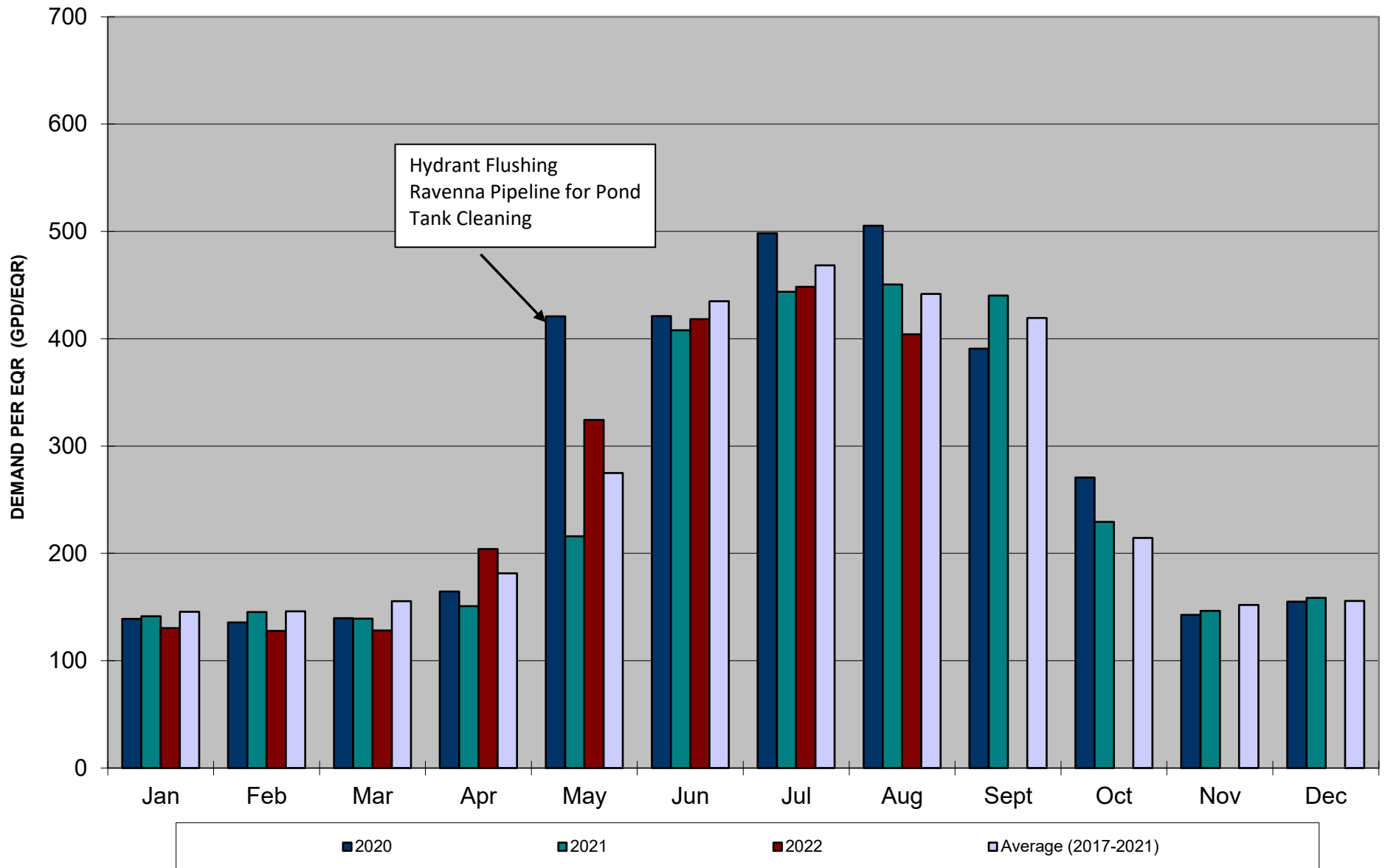
ROXBOROUGH WATER AND SANITATION DISTRICT CUMULATIVE PRECIPITATION 2020-2022



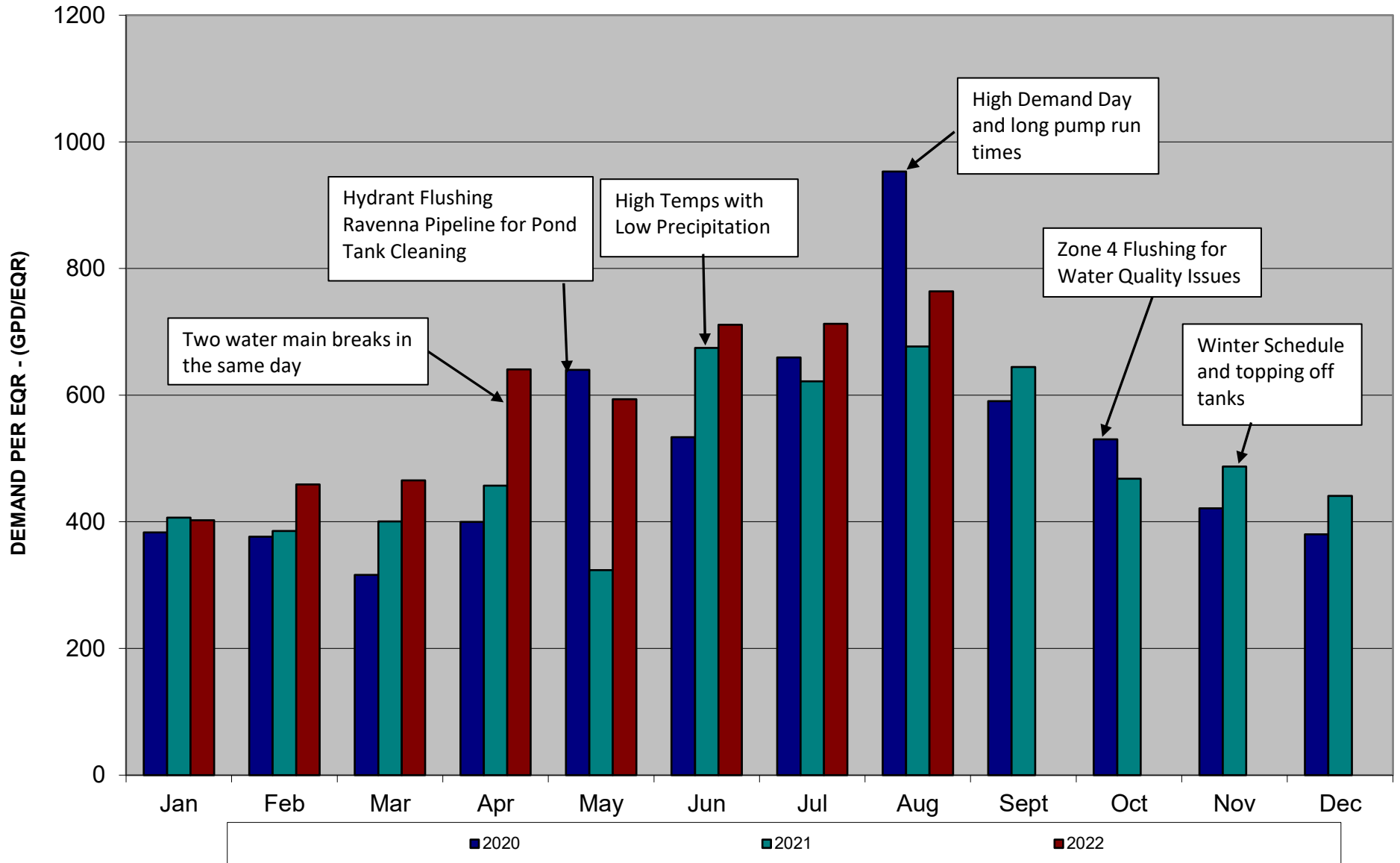
ROXBOROUGH WATER AND SANITATION DISTRICT PRECIPITATION 2019-2022



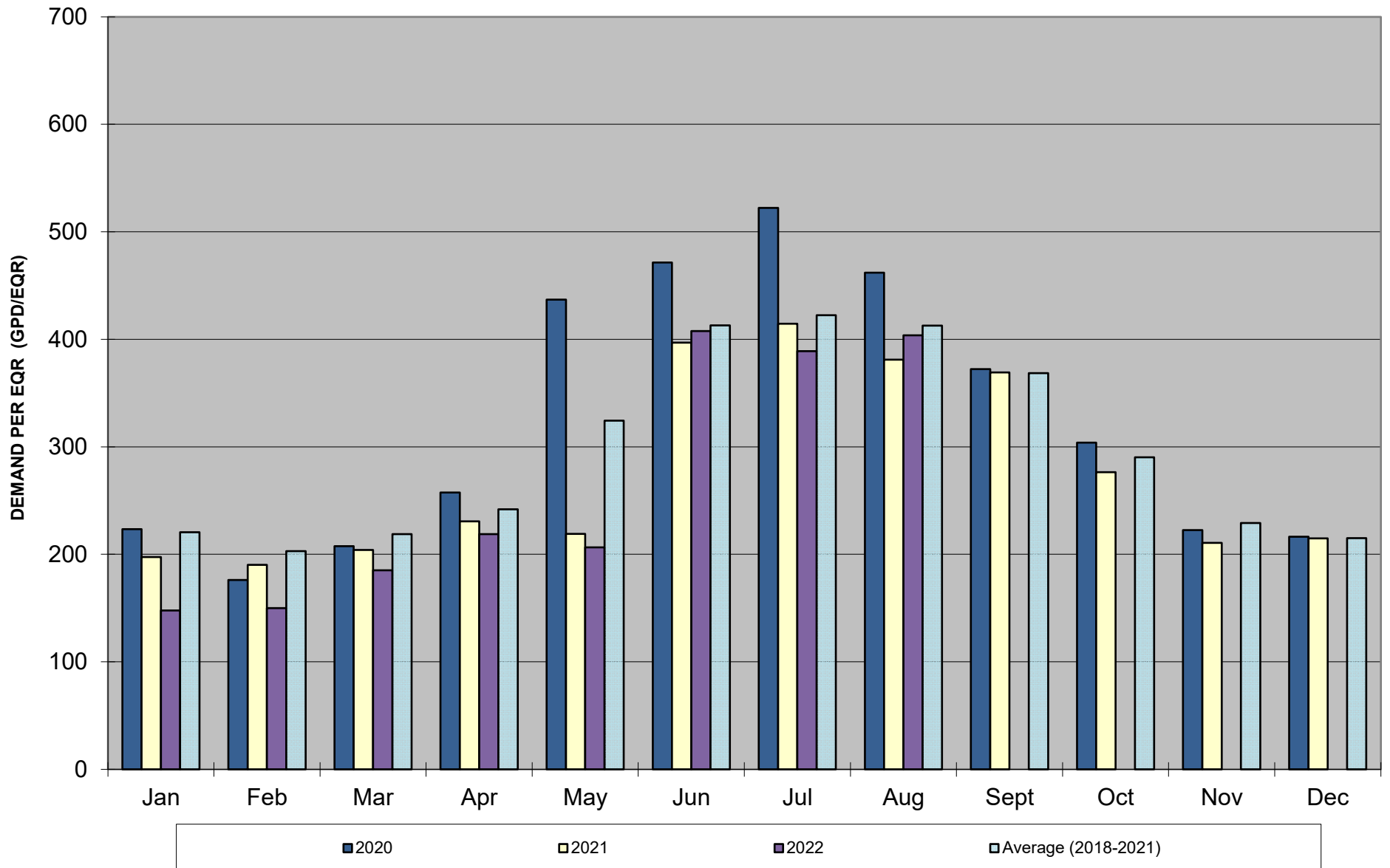
ROXBOROUGH WATER AND SANITATION DISTRICT AVERAGE DEMAND PER EQR



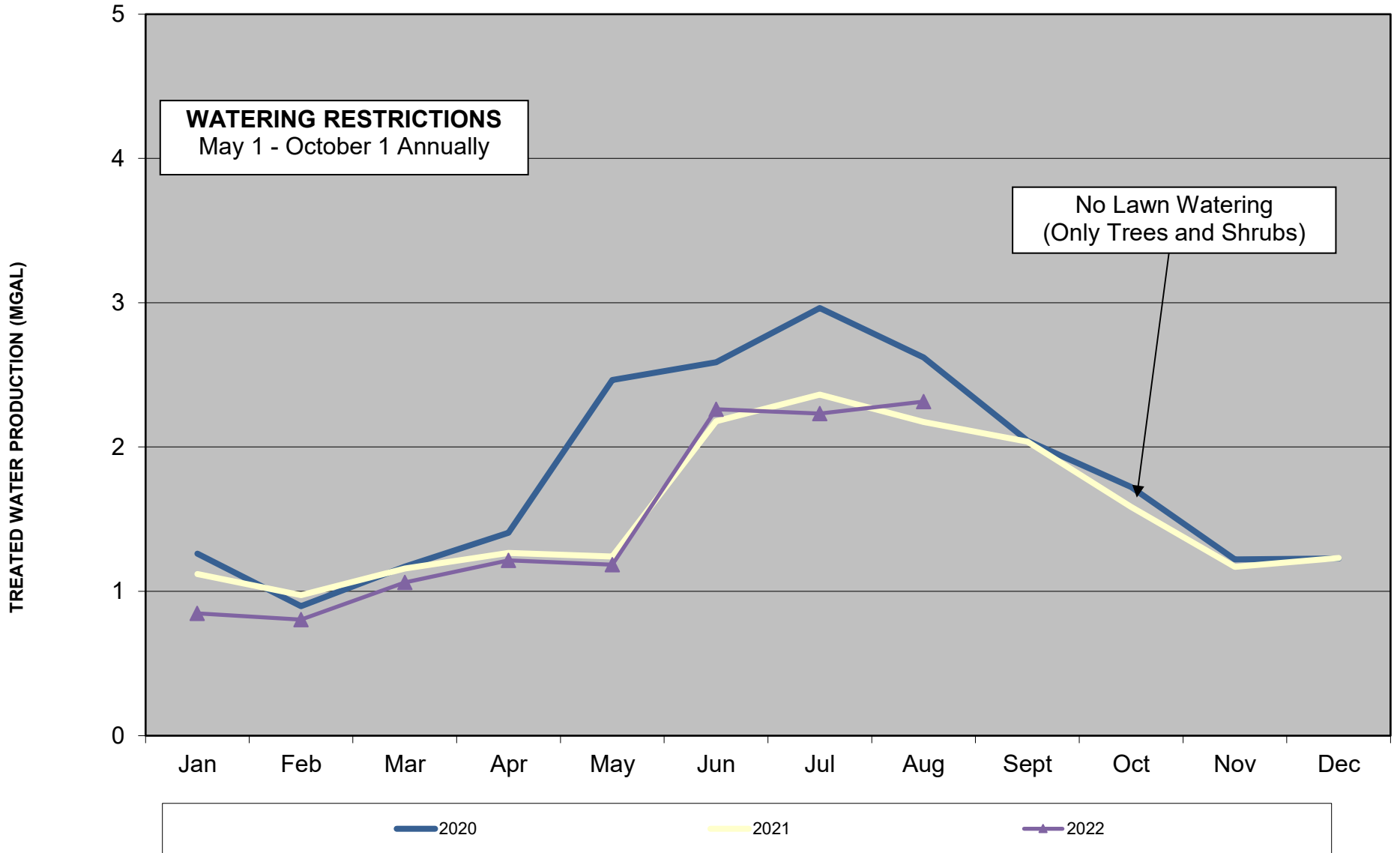
ROXBOROUGH WATER AND SANITATION DISTRICT MAX DAY DEMAND PER EQR



ROXBOROUGH NW DOUGLAS COUNTY AVERAGE DEMAND PER EQR



ROXBOROUGH NW DOUGLAS COUNTY TREATED WATER PRODUCTION 2020-2022



**Roxborough Water and Sanitation
Financial Recap
July 31, 2022**

General Fund

1. Property taxes collected for the month total \$ 313,282
2. Specific ownership taxes collected for the month total \$ 10,789
3. Paid \$ 9,554 for audit expenses

Debt Service Fund

1. Property taxes collected for the month total \$ 154,420
2. Specific ownership taxes collected for the month total \$ 5,318
3. Transfers in for Debt Surcharge in the amount \$ 93,224

Water Fund Treatment

1. Service charges billed for the month were \$ 431,952
2. Dominion WTP Operations income of \$ 51,074 for the month.
3. Irrigation Water \$ 64,907 for the month.
4. Collected \$ 93,224 in capital surcharges for the WTP
5. SDC collected for the month \$ 39,795
6. Ravenna monthly SDC totaled \$ 29,210
7. Operating Expenses includes \$ 13,561 to DPC Industries and \$ 8,021 to Morton Salt
8. Capital Project Expense includes \$ 51,520 to De Nora Water Tech

Water Fund -Distribution

1. Water Costs for the month \$ 322,868
2. Capital Outlay for the month includes \$ 322,619 to American West and \$ 44,810 for engineering.

Sewer Fund

1. Service charges for the month totaled \$ 158,162
2. Lockheed Martin service charges totaled \$ 29,053 for the month.
3. SDC Collected for the month \$ 28,844

Capital Fund

1. Paid \$ 88,353 for WTP – Pump
2. Paid \$ 10,018 for Dominion System Improvements

ROXBOROUGH WATER & SANITATION DISTRICT
FINANCIAL STATEMENTS

July 31, 2022

TABLE OF CONTENTS

	PAGE
Financial Statements.....	3
Supplemental Information.....	13

Roxborough Water and Sanitation District Balance Sheet by Class

As of July 31, 2022

ASSETS	1-General Fund	2-Debt Service	3-Water-Treatment	4-Sewer	5-Capital Fund	6-Water- Distribution	7-Plum Valley Heights	TOTAL
Current Assets								
Checking/Savings								
1105-Checking	398,388.18	4,921,886.79	21,665,758.49	4,144,288.17	180,369.14	-20,181,305.72	-791,276.68	10,338,108.37
1111- WF Bond Redemption	0.00	1,653,115.10	0.00	0.00	0.00	0.00	0.00	1,653,115.10
1125-Wells Fargo Savings	0.00	0.00	0.00	0.00	0.00	0.00	1,490,738.35	1,490,738.35
1139-WF Ravenna	0.00	0.00	3,196,997.18	0.00	0.00	0.00	0.00	3,196,997.18
1150-Investment in Colotrust	2,711,571.31	953,978.62	7,067,539.13	7,799,181.92	0.00	0.00	0.00	18,552,270.98
1155- Colotrust Bond Fund	0.00	0.00	359,359.54	498,826.21	0.00	0.00	0.00	858,185.75
1160 -System Develop Colo Trust	0.00	0.00	987,450.50	0.00	0.00	0.00	0.00	987,450.50
Total Checking/Savings	3,109,959.49	7,538,980.51	33,297,104.84	12,442,296.30	180,369.14	-20,181,305.72	699,461.67	37,086,866.23
Other Current Assets								
1300-A/R Service	0.00	0.00	822,410.49	318,903.23	0.00	0.00	0.00	1,141,313.72
1310-A/R Availability	0.00	0.00	37,829.72	13,000.25	0.00	0.00	0.00	50,829.97
1350- A/R Taxes	1,790,437.00	836,383.00	0.00	0.00	0.00	0.00	451,429.00	3,078,249.00
1356-Due From NWDC Inclusion	0.00	0.00	8,266.55	0.00	0.00	0.00	0.00	8,266.55
1370- Due From Others	0.00	0.00	17,523.94	0.00	0.00	0.00	0.00	17,523.94
1390- Due From Dominion	0.00	0.00	46,592.66	200,000.00	0.00	0.00	0.00	246,592.66
1394- Due From Ravenna	0.00	0.00	46,133.88	0.00	0.00	0.00	0.00	46,133.88
1400- Prepaid Insurance	8,782.75	0.00	6,782.75	8,788.95	0.00	8,782.75	0.00	35,137.20
Total Other Current Assets	1,799,219.75	836,383.00	987,539.99	540,692.43	0.00	8,782.75	451,429.00	4,624,046.92
Total Current Assets	4,909,179.24	8,375,363.51	34,284,644.83	12,982,988.73	180,369.14	-20,172,522.97	1,150,890.67	41,710,913.15
Fixed Assets								
1500- Capital Assets	0.00	0.00	83,635,633.32	17,729,630.43	0.00	0.00	0.00	101,365,263.75
Total Fixed Assets	0.00	0.00	83,635,633.32	17,729,630.43	0.00	0.00	0.00	101,365,263.75
TOTAL ASSETS	4,909,179.24	8,375,363.51	117,920,278.15	30,712,619.16	180,369.14	-20,172,522.97	1,150,890.67	143,076,176.90
LIABILITIES & EQUITY								
Current Liabilities								
Accounts Payable	4,562.80	0.00	16,581.90	10,844.60	11,152.20	334,919.96	1,000.00	379,061.46
2000- Accounts Payable	4,562.80	0.00	16,581.90	10,844.60	11,152.20	334,919.96	1,000.00	379,061.46
Other Current Liabilities	0.00	0.00	27,961.27	26,925.67	0.00	27,961.27	0.00	82,848.21
2015 Accrued Vac/ Sick Leave	0.00	0.00	14,599.98	0.00	0.00	0.00	0.00	14,599.98
2052 - Deferred Rental Income	0.00	0.00	3,196,997.18	0.00	0.00	0.00	0.00	3,196,997.18
2055- Ravenna Costs Advanced	1,790,437.00	836,383.00	0.00	0.00	0.00	0.00	451,429.00	3,078,249.00
2060 - Deferred Taxes	0.00	0.00	2,000,000.00	0.00	0.00	0.00	0.00	2,000,000.00
Deferred Income	1,790,437.00	836,383.00	3,239,588.43	2,026,925.67	0.00	27,961.27	451,429.00	8,372,694.37
Total Other Current Liabilities	1,790,437.00	836,383.00	3,239,588.43	2,026,925.67	0.00	27,961.27	451,429.00	8,372,694.37
Total Current Liabilities	1,794,999.80	836,383.00	3,256,140.33	2,037,770.27	11,152.20	362,881.23	452,429.00	8,751,755.83
Total Liabilities	1,794,999.80	836,383.00	3,256,140.33	2,037,770.27	11,152.20	362,881.23	452,429.00	8,751,755.83
Equity								
3900 -Retained Earnings	1,722,045.08	6,461,468.82	113,292,058.09	28,170,991.99	543,315.63	-18,091,768.63	372,134.20	132,470,245.18
Net Income	1,392,134.36	1,077,511.69	1,372,079.73	503,856.90	-374,098.69	-2,443,635.57	326,327.47	1,854,175.89
Total Equity	3,114,179.44	7,538,980.51	114,664,137.82	28,674,848.89	169,216.94	-20,535,404.20	698,461.67	134,324,421.07
TOTAL LIABILITIES & EQUITY	4,909,179.24	8,375,363.51	117,920,278.15	30,712,619.16	180,369.14	-20,172,522.97	1,150,890.67	143,076,176.90

**Roxborough Water and Sanitation District
Profit & Loss by Class**

July 2022

	1-General Fund	2-Debt Service	3-Water-Treatment	4-Sewer	5-Capital Fund	6-Water- Distribution	7-Plum Valley Heights	TOTAL
Ordinary Income/Expense								
Income								
5010- Service Charges	0.00	0.00	431,952.16	158,161.90	0.00	0.00	0.00	590,114.06
5011- Service Charge Ravenna	0.00	0.00	46,133.88	0.00	0.00	0.00	0.00	46,133.88
5100-Availability Charges	0.00	0.00	21,533.16	7,098.00	0.00	0.00	0.00	28,631.16
5101- Service Charges LMA	0.00	0.00	0.00	29,053.34	0.00	0.00	0.00	29,053.34
5200- Property Taxes	313,281.58	154,420.36	0.00	0.00	0.00	0.00	64,143.67	531,845.61
5210- Specific Ownership Taxes	10,789.09	5,318.07	0.00	0.00	0.00	0.00	3,090.89	19,198.05
5211- Dominion WTP Operations	0.00	0.00	51,074.22	0.00	0.00	0.00	0.00	51,074.22
5310-Permit Fees	0.00	0.00	1,650.00	0.00	0.00	0.00	0.00	3,300.00
5410-Hydrant Water	0.00	0.00	6,044.97	0.00	0.00	0.00	0.00	6,044.97
5510-Potable Irrigation Water	0.00	0.00	6,278.75	0.00	0.00	0.00	0.00	6,278.75
5511-Irrigation Water	0.00	0.00	64,907.23	0.00	0.00	0.00	0.00	64,907.23
5601-Late Fees, Penalties,	0.00	0.00	5,981.13	2,058.87	0.00	0.00	0.00	8,040.00
5610- Miscellaneous Income	0.00	0.00	952.00	12.50	0.00	0.00	0.00	964.50
5611-Inclusion fees-NWDC	0.00	0.00	6,846.31	0.00	0.00	0.00	0.00	6,846.31
5620- Dominion Dist. Operations	0.00	0.00	16,349.59	0.00	0.00	0.00	0.00	16,349.59
5625- Dominion Sewer Conveyance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5640- Dominion Treated Water Us	0.00	0.00	23,440.41	0.00	0.00	0.00	0.00	23,440.41
5650 Dominion Exp Reimbursement	0.00	0.00	46,592.66	0.00	0.00	0.00	0.00	46,592.66
5700- Sys. Development Charge	0.00	0.00	39,795.00	28,844.00	0.00	0.00	0.00	68,639.00
5705 Ravenna SDC	0.00	0.00	29,210.00	0.00	0.00	0.00	0.00	29,210.00
5710- Capital Surcharge	0.00	0.00	11,847.71	13,124.81	0.00	0.00	0.00	24,972.52
5715- Capital Surcharge WTP Sup	0.00	0.00	93,224.17	0.00	0.00	0.00	0.00	93,224.17
5820- Investment Income	3,429.56	1,141.98	12,052.91	11,881.97	0.00	0.00	501.27	29,007.69
5850 - Reimbursed Exp Other	0.00	0.00	4,549.60	0.00	0.00	0.00	0.00	4,549.60
Total Income	327,500.23	160,880.41	920,415.86	284,145.39	0.00	0.00	67,735.83	1,760,677.72
Gross Profit	327,500.23	160,880.41	920,415.86	284,145.39	0.00	0.00	67,735.83	1,760,677.72
Expense								
6020-Payroll Expenses	9,043.30	0.00	50,830.38	37,072.40	0.00	31,934.85	0.00	128,880.93
6040- Accounting	2,375.00	0.00	2,375.00	2,375.00	0.00	2,375.00	1,000.00	10,500.00
6041- Audit	9,553.82	0.00	0.00	0.00	0.00	0.00	0.00	9,553.82
6050- Contract Labor	0.00	0.00	0.00	2,791.75	0.00	2,791.76	0.00	5,583.51
6080- Education	1,106.12	0.00	1,106.12	1,481.13	0.00	1,481.13	0.00	5,174.50
6099- Election	-3,576.51	0.00	0.00	0.00	0.00	0.00	0.00	-3,576.51
6100- Engineering	1,078.80	0.00	9,416.25	5,638.15	0.00	3,484.65	0.00	19,817.85
6110-Conservation Rebates	0.00	0.00	0.00	0.00	0.00	22,022.86	0.00	22,022.86
6115- GPS/GIS	0.00	0.00	0.00	0.00	0.00	750.00	0.00	825.00
6130- Insurance	1,865.00	0.00	1,865.00	75.00	0.00	1,865.00	0.00	7,460.00
6140- Lab & Test Fees	0.00	0.00	74.00	0.00	0.00	144.00	0.00	218.00
6150- Legal	-717.63	0.00	-933.63	-717.63	0.00	-1,231.63	0.00	-3,600.52
6170 - Meter Expenses	496.10	0.00	-34,182.50	0.00	0.00	240.40	0.00	-33,942.10
6180- Misc. Expenses	0.00	0.00	259.02	0.00	0.00	0.00	0.00	755.12
6185- Littleton Service Fees	1,828.18	0.00	0.00	475,824.33	0.00	953.30	0.00	475,824.33
6200- Office Expense	0.00	0.00	2,338.27	68.50	0.00	0.00	0.00	5,188.25
6210-Operating Supplies	0.00	0.00	28,662.23	12,493.26	0.00	0.00	0.00	41,155.49
6220- Permits	0.00	0.00	580.00	0.00	0.00	0.00	0.00	560.00
6230- Repairs and Maint	7,551.94	0.00	11,374.53	759.77	0.00	22,767.58	962.16	42,453.82
6250- Treasurers Fees	4,699.24	2,316.30	0.00	0.00	0.00	0.00	0.00	7,977.70
6260- Utilities	103.87	0.00	17,129.50	8,101.59	0.00	8,368.28	0.00	33,723.24
6270- Vehicle	218.95	0.00	138.35	43.51	0.00	43.51	0.00	444.32
6280- Water Costs	0.00	0.00	0.00	163.06	0.00	322,868.14	0.00	323,081.20
6300- Bank Service Charges	20.49	0.00	20.49	20.49	0.00	20.50	0.00	81.97
7290- Water Rights	0.00	0.00	0.00	0.00	0.00	1,062.00	0.00	1,062.00
7300- Capital Projects	0.00	0.00	61,198.40	32,908.98	0.00	390,217.16	0.00	484,324.54
7310 - WTP- Dominion Pump	0.00	0.00	0.00	0.00	0.00	0.00	0.00	86,353.10
7311- Dominion System Improve.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10,018.20
Total Expense	35,646.67	2,316.30	152,251.41	581,164.29	98,371.30	812,178.49	1,962.16	1,683,890.62
Net Ordinary Income	291,853.56	158,564.11	768,164.45	-297,018.90	-98,371.30	-812,178.49	65,773.67	76,787.10

**Roxborough Water and Sanitation District
Profit & Loss by Class**

July 2022

	1-General Fund	2-Debt Service	3-Water-Treatment	4-Sewer	5-Capital Fund	6-Water- Distribution	7-Plum Valley Heights	TOTAL
Other Income/Expense								
Other Income	0.00	28,631.16	0.00	0.00	200,000.00	0.00	0.00	228,631.16
6900- Transfers In	0.00	93,224.17	0.00	0.00	0.00	0.00	0.00	93,224.17
6902- Transfers In WTP								
Total Other Income	0.00	121,855.33	0.00	0.00	200,000.00	0.00	0.00	321,855.33
Other Expense								
8000- Transfers to Other Funds	0.00	0.00	221,533.16	7,098.00	0.00	0.00	0.00	228,631.16
8002- Transfers Water Supply SV	0.00	0.00	93,224.17	0.00	0.00	0.00	0.00	93,224.17
9000 -Depreciation Expense	0.00	0.00	165,000.00	69,000.00	0.00	0.00	0.00	234,000.00
Total Other Expense	0.00	0.00	479,757.33	76,098.00	0.00	0.00	0.00	555,855.33
Net Other Income	0.00	121,855.33	-479,757.33	-76,098.00	200,000.00	0.00	0.00	-234,000.00
Net Income	291,853.56	280,419.44	288,407.12	-373,116.90	101,628.70	-812,178.49	65,773.67	-157,212.90

Roxborough Water and Sanitation District Profit & Loss by Class

January through July 2022

Ordinary Income/Expense	1-General Fund	2-Debt Service	3-Water-Treatment	4-Sewer	5-Capital Fund	6-Water- Distribution	7-Plum Valley Heights	Unclassified	TOTAL
Income									
5014- Service Charges	0.00	0.00	2,079,853.94	1,081,869.84	0.00	0.00	0.00	0.00	3,161,743.78
5014- Service Charge Extension	0.00	0.00	83,140.44	0.00	0.00	0.00	0.00	0.00	83,140.44
5100- Availability Charges	0.00	0.00	71,177.21	23,559.19	0.00	0.00	0.00	0.00	94,736.40
5101- Services, City LIMA	0.00	0.00	0.00	202,532.84	0.00	0.00	0.00	0.00	202,532.84
5200- Property Tax/Assessment	1,726,808.63	851,164.34	0.00	0.00	0.00	0.00	432,281.70	0.00	3,010,255.67
5210- Special Tax/Assessment	79,528.86	38,200.77	0.00	0.00	0.00	0.00	22,780.62	0.00	141,510.25
5211- Dominion WTP Operations	0.00	0.00	356,334.78	0.00	0.00	0.00	0.00	0.00	356,334.78
5310- Permit Fees	0.00	0.00	18,975.00	0.00	0.00	0.00	0.00	0.00	18,975.00
5410-Hydrant Water	0.00	0.00	41,044.72	0.00	0.00	0.00	0.00	0.00	41,044.72
5510- Police Inflation Waiver	0.00	0.00	40,421.55	0.00	0.00	0.00	0.00	0.00	40,421.55
5511- Inflation Waiver	0.00	0.00	218,188.88	0.00	0.00	0.00	0.00	0.00	218,188.88
5601- Life Fees, Penalties,	0.00	0.00	21,860.00	9,220.00	0.00	0.00	0.00	0.00	31,110.00
5610- Miscellaneous Income	0.00	0.00	22,957.92	2,173.13	0.00	0.00	0.00	0.00	25,131.05
5611- Inclusion	0.00	0.00	39,302.65	0.00	0.00	0.00	0.00	0.00	39,302.65
5620- Dominion Dist. Conveyance	0.00	0.00	123,285.10	0.00	0.00	0.00	0.00	0.00	123,285.10
5625- Dominion Sewer Water Us	0.00	0.00	77,725.52	0.00	0.00	0.00	0.00	0.00	77,725.52
5640- Dominion Exp Reimbursement	0.00	0.00	209,945.29	170,269.44	0.00	0.00	0.00	0.00	380,214.73
5670- Dominion Cap Lease O-Line	0.00	0.00	0.00	200,000.00	0.00	0.00	0.00	0.00	200,000.00
5700- Sys. Development Charge	0.00	0.00	277,662.00	268,136.00	0.00	0.00	0.00	0.00	546,798.00
5710- Ravenra SDC	0.00	0.00	174,505.20	0.00	0.00	0.00	0.00	0.00	174,505.20
5715- Capital Surcharge WTP Sup	0.00	0.00	651,109.23	92,091.26	0.00	0.00	0.00	0.00	743,199.49
5820- Investment Income	7,189.04	2,396.00	32,170.48	32,190.09	0.00	0.00	1,381.71	0.00	75,297.32
5850 - Reimbursed Exp Other	0.00	0.00	17,254.78	0.00	0.00	0.00	0.00	0.00	17,254.78
Total Income	1,813,524.53	892,731.11	4,639,719.44	2,313,395.79	0.00	0.00	456,444.03	0.00	10,115,814.90
Gross Profit	1,813,524.53	892,731.11	4,639,719.44	2,313,395.79	0.00	0.00	456,444.03	0.00	10,115,814.90
Expense									
6020-Payroll Expenses	64,332.13	0.00	338,988.96	237,362.02	0.00	202,900.43	0.00	0.00	843,593.54
6040-Accounting	16,625.00	0.00	-16,625.00	0.00	0.00	14,250.00	7,000.00	0.00	71,125.00
6041- Audit	29,107.03	0.00	0.00	0.00	0.00	0.00	0.00	0.00	29,107.03
6050- Contract Labor	2,310.00	0.00	17,270.62	0.00	0.00	20,276.91	0.00	0.00	42,856.63
6080-Education	2,611.60	0.00	5,023.30	13,468.51	0.00	4,468.95	0.00	0.00	27,602.36
6090-Election	27,303.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	27,303.40
6100-Engineering	20,802.78	0.00	77,055.95	67,602.74	0.00	124,822.92	0.00	0.00	290,284.39
6110-Conservation Rebates	0.00	0.00	0.00	0.00	0.00	22,672.96	0.00	0.00	22,672.96
6115-GPS/GIS	13,049.50	0.00	0.00	9,552.50	0.00	11,527.50	0.00	0.00	34,129.50
6130-Insurance	0.00	0.00	4,302.50	0.00	0.00	13,049.50	0.00	0.00	27,399.50
6140- Lab & Test Fees	14,403.17	0.00	7,354.67	7,247.16	0.00	12,897.16	0.00	0.00	42,909.16
6170 - Meter Expenses	3,714.94	0.00	2,443.60	268.18	0.00	220.82	0.00	0.00	6,645.54
6180- Misc. Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6185- Littleton Service Fees	21,478.17	0.00	4,814.68	8,181.71	0.00	8,874.56	0.00	0.00	43,349.12
6200- Office Expense	19,498.52	0.00	96,451.21	24,314.96	0.00	0.00	0.00	0.00	120,766.17
6210-Operating Supplies	25,862.38	0.00	1,327.22	500.00	0.00	3,127.00	0.00	0.00	24,452.74
6220- Permits	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6225-Rent	0.00	0.00	105,623.00	73,384.19	0.00	120,572.94	0.00	0.00	328,348.44
6240- Safety Equipment	28,765.31	0.00	-1,087.24	-1,018.03	0.00	-1,120.00	0.00	0.00	-3,235.27
6250- Treasurers Fees	937.17	0.00	133,613.19	47,701.51	0.00	34,903.94	6,462.68	0.00	45,117.71
6260- Vehicle	1,272.50	0.00	1,345.55	163.06	0.00	712.55	0.00	0.00	4,048.62
6280- Water Costs	1,087.05	0.00	1,087.05	1,556.10	0.00	618.00	299.75	0.00	1,115,645.54
6300- Bank Service Charges	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6420-Loan Administrative Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6500-CWCPDA Debt Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6550-Principal Payments	0.00	0.00	267,500.00	0.00	0.00	0.00	0.00	0.00	267,500.00
7150-Ravenra CWCB	0.00	0.00	82,425.19	0.00	0.00	0.00	0.00	0.00	82,425.19
7200- Interest Payments	0.00	0.00	44,460.69	0.00	0.00	0.00	0.00	0.00	44,460.69
7290- Water Rights	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7300- Capital Projects	120,508.00	0.00	415,066.04	234,832.46	112,239.98	632,590.38	0.00	0.00	1,515,290.86
7310 -WTP- Dominion Pump	0.00	0.00	0.00	0.00	0.00	363,106.68	0.00	0.00	363,106.68
7311- Dominion System Improve.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	98,696.03
Total Expense	421,390.17	561,064.05	1,190,353.27	1,302,860.70	0.00	2,443,655.57	130,116.96	0.00	6,623,639.01
Net Ordinary Income	1,392,134.36	331,667.06	3,449,366.17	1,010,535.09	-574,088.69	-2,443,635.57	326,327.47	0.00	3,492,175.89

**Roxborough Water and Sanitation District
Profit & Loss by Class**

January through July 2022

	1-General Fund	2-Debt Service	3-Water-Treatment	4-Sewer	5-Capital Fund	6-Water-Distribution	7-Plum Valley Heights	Unclassified	TOTAL
Other Income/Expense									
Other Income	0.00	94,735.40	0.00	0.00	200,000.00	0.00	0.00	0.00	294,735.40
6900- Transfers In	0.00	651,109.23	0.00	0.00	0.00	0.00	0.00	0.00	651,109.23
6902- Transfers In WTP									
Total Other Income	0.00	745,844.63	0.00	0.00	200,000.00	0.00	0.00	0.00	945,844.63
Other Expense									
8000- Transfers to Other Funds	0.00	0.00	271,177.21	23,558.19	0.00	0.00	0.00	0.00	294,735.40
8002- Transfers Water Supply SV	0.00	0.00	651,109.23	0.00	0.00	0.00	0.00	0.00	651,109.23
9000 -Depreciation Expense	0.00	0.00	1,155,000.00	483,000.00	0.00	0.00	0.00	0.00	1,638,000.00
Total Other Expense	0.00	0.00	2,077,286.44	506,558.19	0.00	0.00	0.00	0.00	2,583,844.63
Net Other Income	0.00	745,844.63	-2,077,286.44	-506,558.19	200,000.00	0.00	0.00	0.00	-1,638,000.00
Net Income	1,392,134.36	1,077,511.69	1,372,079.73	503,866.90	-374,098.69	-2,443,635.57	326,327.47	0.00	1,854,176.89

Roxborough Water and Sanitation District
Profit & Loss -General Fund
July 2022

	<u>Jul 22</u>	<u>Jan - Jul 22</u>
Ordinary Income/Expense		
Income		
5200- Property Taxes	313,281.58	1,726,806.63
5210- Specific Ownership Taxes	10,789.09	79,528.86
5820- Investment Income	3,429.56	7,189.04
Total Income	<u>327,500.23</u>	<u>1,813,524.53</u>
Gross Profit	327,500.23	1,813,524.53
Expense		
6020- Payroll Expenses	9,043.30	64,332.13
6040- Accounting	2,375.00	16,625.00
6041- Audit	9,553.82	29,107.03
6050- Contract Labor	0.00	5,310.00
6080- Education	1,106.12	4,611.60
6099- Election	-3,576.51	27,303.40
6100- Engineering	1,078.80	20,802.78
6130- Insurance	1,865.00	13,049.50
6150- Legal	-717.63	14,403.17
6180- Misc. Expenses	496.10	3,714.94
6200- Office Expense	1,828.18	21,478.17
6220- Permits	0.00	19,498.52
6225- Rent	0.00	2,693.52
6230- Repairs and Maint	7,551.94	28,765.31
6250- Treasurers Fees	4,699.24	25,892.38
6260- Utilities	103.87	937.17
6270- Vehicle	218.95	1,272.50
6300- Bank Service Charges	20.49	1,087.05
7300- Capital Projects	0.00	120,506.00
Total Expense	<u>35,646.67</u>	<u>421,390.17</u>
Net Ordinary Income	<u>291,853.56</u>	<u>1,392,134.36</u>
Net Income	<u><u>291,853.56</u></u>	<u><u>1,392,134.36</u></u>

Roxborough Water and Sanitation District
Profit & Loss -Debt Service
July 2022

	<u>Jul 22</u>	<u>Jan - Jul 22</u>
Ordinary Income/Expense		
Income		
5200- Property Taxes	154,420.36	851,164.34
5210- Specific Ownership Taxes	5,318.07	39,200.77
5820- Investment Income	1,141.98	2,366.00
Total Income	<u>160,880.41</u>	<u>892,731.11</u>
Gross Profit	160,880.41	892,731.11
Expense		
6250- Treasurers Fees	2,316.30	12,762.67
6420-Loan Administrative Fees	0.00	38,400.00
6500- CWRPDA Debt Service	0.00	115,515.50
7100-Principal Payments	0.00	267,500.00
7150-Ravenna CWCB	0.00	82,425.19
7200- Interest Payments	0.00	44,460.69
Total Expense	<u>2,316.30</u>	<u>561,064.05</u>
Net Ordinary Income	158,564.11	331,667.06
Other Income/Expense		
Other Income		
6900- Transfers In	28,631.16	94,735.40
6902- Transfers In WTP	93,224.17	651,109.23
Total Other Income	<u>121,855.33</u>	<u>745,844.63</u>
Net Other Income	121,855.33	745,844.63
Net Income	<u><u>280,419.44</u></u>	<u><u>1,077,511.69</u></u>

Roxborough Water and Sanitation District
Profit & Loss -Water Treatment
July 2022

	Jul 22	Jan - Jul 22
Ordinary Income/Expense		
Income		
5010- Service Charges	431,952.16	2,079,853.94
5011- Service Charge Ravenna	46,133.88	83,140.44
5100-Availability Charges	21,533.16	71,177.21
5211- Dominion WTP Operations	51,074.22	356,334.78
5310-Permit Fees	1,650.00	18,975.00
5410-Hydrant Water	6,044.97	41,044.72
5510-Potable Irrigation Water	6,278.75	40,421.55
5511-Irrigation Water	64,907.23	218,188.86
5601-Late Fees, Penalties,	5,981.13	21,890.00
5610- Miscellaneous Income	952.00	22,957.92
5611-Inclusion fees-NWDC	6,846.31	39,302.65
5620- Dominion Dist. Operations	16,349.59	123,285.10
5640- Dominion Treated Water Us	23,440.41	77,725.52
5650 Dominion Exp Reimbursement	46,592.66	209,945.29
5700- Sys. Development Charge	39,795.00	277,662.00
5705 Ravenna SDC	29,210.00	174,505.20
5710- Capital Surcharge	11,847.71	82,764.77
5715- Capital Surcharge WTP Sup	93,224.17	651,109.23
5820- Investment Income	12,052.91	32,170.48
5850 - Reimbursed Exp Other	4,549.60	17,264.78
Total Income	<u>920,415.86</u>	<u>4,639,719.44</u>
Gross Profit	920,415.86	4,639,719.44
Expense		
6020-Payroll Expenses	50,830.38	338,998.96
6040- Accounting	2,375.00	16,625.00
6080- Education	1,106.12	5,023.30
6100- Engineering	9,416.25	77,055.95
6130- Insurance	1,865.00	13,049.50
6140- Lab & Test Fees	74.00	4,302.50
6150- Legal	-933.63	7,354.67
6170 - Meter Expenses	-34,182.50	-32,730.91
6180- Misc. Expenses	259.02	2,443.60
6200- Office Expense	2,338.27	4,814.68
6210-Operating Supplies	28,662.23	96,451.21
6220- Permits	580.00	1,327.22
6230- Repairs and Maint	11,374.53	105,623.00
6240- Safety Equipment	0.00	-1,097.24
6260- Utilities	17,129.50	133,613.19
6270- Vehicle	138.35	1,345.55
6300- Bank Service Charges	20.49	1,087.05
7300- Capital Projects	61,198.40	415,066.04
Total Expense	<u>152,251.41</u>	<u>1,190,353.27</u>
Net Ordinary Income	768,164.45	3,449,366.17
Other Income/Expense		
Other Expense		
8000- Transfers to Other Funds	221,533.16	271,177.21
8002- Transfers Water Supply SV	93,224.17	651,109.23
9000 -Depreciation Expense	165,000.00	1,155,000.00
Total Other Expense	<u>479,757.33</u>	<u>2,077,286.44</u>
Net Other Income	-479,757.33	-2,077,286.44
Net Income	<u><u>288,407.12</u></u>	<u><u>1,372,079.73</u></u>

Roxborough Water and Sanitation District
Profit & Loss -Water Distribution
July 2022

	Jul 22	Jan - Jul 22
Ordinary Income/Expense		
Expense		
6020-Payroll Expenses	31,934.85	202,900.43
6040- Accounting	2,375.00	14,250.00
6050- Contract Labor	2,791.76	20,276.01
6080- Education	1,481.13	4,468.95
6100- Engineering	3,484.65	124,822.92
6110-Conservation Rebates	22,022.86	22,672.86
6115- GPS/GIS	750.00	11,527.50
6130- Insurance	1,865.00	13,049.50
6140- Lab & Test Fees	144.00	3,693.00
6150- Legal	-1,231.63	12,997.16
6170 - Meter Expenses	240.40	95,667.07
6180- Misc. Expenses	0.00	220.82
6200- Office Expense	953.30	8,874.56
6220- Permits	0.00	3,127.00
6230- Repairs and Maint	22,767.58	120,572.94
6240- Safety Equipment	0.00	-1,120.00
6260- Utilities	8,388.28	34,903.94
6270- Vehicle	43.51	712.55
6280- Water Costs	322,868.14	1,115,482.48
6300- Bank Service Charges	20.50	618.00
7290- Water Rights	1,062.00	1,327.50
7300- Capital Projects	390,217.16	632,590.38
Total Expense	812,178.49	2,443,635.57
Net Ordinary Income	-812,178.49	-2,443,635.57
Net Income	-812,178.49	-2,443,635.57

Roxborough Water and Sanitation District
Profit & Loss -Sewer Fund
July 2022

	Jul 22	Jan - Jul 22
Ordinary Income/Expense		
Income		
5010- Service Charges	158,161.90	1,081,889.84
5100-Availability Charges	7,098.00	23,558.19
5101- Service Charges LMA	29,053.34	202,532.84
5310-Permit Fees	1,650.00	18,975.00
5601-Late Fees, Penalties,	2,058.87	9,220.00
5610- Miscellaneous Income	12.50	2,173.13
5625- Dominion Sewer Conveyance	32,260.00	211,360.00
5650 Dominion Exp Reimbursement	0.00	170,269.44
5670-Dominion Cap Lease O-Line	0.00	200,000.00
5700- Sys. Development Charge	28,844.00	269,136.00
5710- Capital Surcharge	13,124.81	92,091.26
5820- Investment Income	11,881.97	32,190.09
Total Income	<u>284,145.39</u>	<u>2,313,395.79</u>
Gross Profit	284,145.39	2,313,395.79
Expense		
6020-Payroll Expenses	37,072.40	237,362.02
6040- Accounting	2,375.00	16,625.00
6050- Contract Labor	2,791.75	17,270.62
6080- Education	1,481.13	13,498.51
6100- Engineering	5,838.15	67,602.74
6115- GPS/GIS	75.00	9,552.50
6130- Insurance	1,865.00	13,049.50
6140- Lab & Test Fees	0.00	0.00
6150- Legal	-717.63	7,247.16
6180- Misc. Expenses	0.00	266.18
6185- Littleton Service Fees	475,824.33	530,174.49
6200- Office Expense	68.50	8,181.71
6210-Operating Supplies	12,493.26	24,314.96
6220- Permits	0.00	500.00
6230- Repairs and Maint	759.77	73,384.19
6240- Safety Equipment	0.00	-1,018.03
6260- Utilities	8,101.59	47,701.51
6270- Vehicle	43.51	716.02
6280- Water Costs	163.06	163.06
6300- Bank Service Charges	20.49	1,556.10
7300- Capital Projects	32,908.98	234,832.46
Total Expense	<u>581,164.29</u>	<u>1,302,980.70</u>
Net Ordinary Income	-297,018.90	1,010,415.09
Other Income/Expense		
Other Expense		
8000- Transfers to Other Funds	7,098.00	23,558.19
9000 -Depreciation Expense	69,000.00	483,000.00
Total Other Expense	<u>76,098.00</u>	<u>506,558.19</u>
Net Other Income	-76,098.00	-506,558.19
Net Income	<u><u>-373,116.90</u></u>	<u><u>503,856.90</u></u>

Roxborough Water and Sanitation District
Profit & Loss -Capital Fund
July 2022

	<u>Jul 22</u>	<u>Jan - Jul 22</u>
Ordinary Income/Expense		
Expense		
7300- Capital Projects	0.00	112,295.98
7310 - WTP- Dominion Pump	88,353.10	363,106.68
7311- Dominion System Improve.	10,018.20	98,696.03
Total Expense	<u>98,371.30</u>	<u>574,098.69</u>
Net Ordinary Income	-98,371.30	-574,098.69
Other Income/Expense		
Other Income		
6900- Transfers In	200,000.00	200,000.00
Total Other Income	<u>200,000.00</u>	<u>200,000.00</u>
Net Other Income	<u>200,000.00</u>	<u>200,000.00</u>
Net Income	<u><u>101,628.70</u></u>	<u><u>-374,098.69</u></u>

Roxborough Water and Sanitation District
Profit & Loss -PVH
July 2022

	<u>Jul 22</u>	<u>Jan - Jul 22</u>
Ordinary Income/Expense		
Income		
5200- Property Taxes	64,143.67	432,281.70
5210- Specific Ownership Taxes	3,090.89	22,780.62
5820- Investment Income	501.27	1,381.71
Total Income	<u>67,735.83</u>	<u>456,444.03</u>
Gross Profit	67,735.83	456,444.03
Expense		
6040- Accounting	1,000.00	7,000.00
6150- Legal	0.00	907.00
6250- Treasurers Fees	962.16	6,462.66
6300- Bank Service Charges	0.00	299.75
6550-CWCB Debt Service	0.00	115,447.15
Total Expense	<u>1,962.16</u>	<u>130,116.56</u>
Net Ordinary Income	<u>65,773.67</u>	<u>326,327.47</u>
Net Income	<u><u>65,773.67</u></u>	<u><u>326,327.47</u></u>

Roxborough Water and Sanitation District
Profit & Loss Budget vs. Actual- General Fund
January through July 2022

	Jan - Jul 22	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
5200- Property Taxes	1,726,806.63	1,790,437.00	-63,630.37	96.4%
5210- Specific Ownership Taxes	79,528.86	120,000.00	-40,471.14	66.3%
5610- Misc Income	0.00	1,000.00	-1,000.00	0.0%
5820- Investment Income	7,189.04	750.00	6,439.04	958.5%
Total Income	<u>1,813,524.53</u>	<u>1,912,187.00</u>	<u>-98,662.47</u>	<u>94.8%</u>
Gross Profit	1,813,524.53	1,912,187.00	-98,662.47	94.8%
Expense				
6020-Payroll Expenses	64,332.13	110,000.00	-45,667.87	58.5%
6040- Accounting	16,625.00	30,000.00	-13,375.00	55.4%
6041- Audit	29,107.03	30,000.00	-892.97	97.0%
6050- Contract Labor	5,310.00	20,000.00	-14,690.00	26.6%
6060- Directors Fee	0.00	8,000.00	-8,000.00	0.0%
6080- Education	4,611.60	30,000.00	-25,388.40	15.4%
6099- Election	27,303.40	30,000.00	-2,696.60	91.0%
6100- Engineering	20,802.78	50,000.00	-29,197.22	41.6%
6130- Insurance	13,049.50	30,000.00	-16,950.50	43.5%
6150- Legal	14,403.17	30,000.00	-15,596.83	48.0%
6180- Misc. Expenses	3,714.94	20,000.00	-16,285.06	18.6%
6200- Office Expense	21,478.17	40,000.00	-18,521.83	53.7%
6220- Permits	19,498.52	5,000.00	14,498.52	390.0%
6225-Rent	2,693.52			
6230- Repairs and Maint	28,765.31	100,000.00	-71,234.69	28.8%
6250- Treasurers Fees	25,892.38	20,000.00	5,892.38	129.5%
6260- Utilities	937.17	5,000.00	-4,062.83	18.7%
6270- Vehicle	1,272.50	6,000.00	-4,727.50	21.2%
6300- Bank Service Charges	1,087.05			
7300- Capital Projects	120,506.00	12,000.00	108,506.00	1,004.2%
Total Expense	<u>421,390.17</u>	<u>576,000.00</u>	<u>-154,609.83</u>	<u>73.2%</u>
Net Ordinary Income	1,392,134.36	1,336,187.00	55,947.36	104.2%
Other Income/Expense				
Other Expense				
8100- Transfer to Other Funds	0.00	700,000.00	-700,000.00	0.0%
Total Other Expense	<u>0.00</u>	<u>700,000.00</u>	<u>-700,000.00</u>	<u>0.0%</u>
Net Other Income	<u>0.00</u>	<u>-700,000.00</u>	<u>700,000.00</u>	<u>0.0%</u>
Net Income	<u><u>1,392,134.36</u></u>	<u><u>636,187.00</u></u>	<u><u>755,947.36</u></u>	<u><u>218.8%</u></u>

Roxborough Water and Sanitation District
Profit & Loss Budget vs. Actual-Debt Service
January through July 2022

	Jan - Jul 22	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
5200- Property Taxes	851,164.34	836,383.00	14,781.34	101.8%
5210- Specific Ownership Taxes	39,200.77	80,000.00	-40,799.23	49.0%
5820- Investment Income	2,366.00	30,000.00	-27,634.00	7.9%
Total Income	892,731.11	946,383.00	-53,651.89	94.3%
Gross Profit	892,731.11	946,383.00	-53,651.89	94.3%
Expense				
6250- Treasurers Fees	12,762.67	15,000.00	-2,237.33	85.1%
6420-Loan Administrative Fees	38,400.00	76,800.00	-38,400.00	50.0%
6500- CWRPDA Debt Service	115,515.50	231,031.00	-115,515.50	50.0%
6550-CWCB Debt Service	0.00	520,881.00	-520,881.00	0.0%
7100-Principal Payments	267,500.00	535,000.00	-267,500.00	50.0%
7150-Ravenna CWCB	82,425.19	82,425.00	0.19	100.0%
7200- Interest Payments	44,460.69	299,514.00	-255,053.31	14.8%
Total Expense	561,064.05	1,760,651.00	-1,199,586.95	31.9%
Net Ordinary Income	331,667.06	-814,268.00	1,145,935.06	-40.7%
Other Income/Expense				
Other Income				
6900- Transfers In	94,735.40	160,000.00	-65,264.60	59.2%
6902- Transfers In WTP	651,109.23	1,092,000.00	-440,890.77	59.6%
Total Other Income	745,844.63	1,252,000.00	-506,155.37	59.6%
Net Other Income	745,844.63	1,252,000.00	-506,155.37	59.6%
Net Income	1,077,511.69	437,732.00	639,779.69	246.2%

Roxborough Water and Sanitation District
Profit & Loss Budget vs. Actual-Water Treatment
January through July 2022

	Jan - Jul 22	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
5010- Service Charges	2,079,853.94	3,200,000.00	-1,120,146.06	65.0%
5011- Service Charge Ravenna	83,140.44			
5100-Availability Charges	71,177.21	120,000.00	-48,822.79	59.3%
5211- Dominion WTP Operations	356,334.78	500,000.00	-143,665.22	71.3%
5310-Permit Fees	18,975.00	1,200.00	17,775.00	1,581.3%
5400-Rental Income	0.00	7,200.00	-7,200.00	0.0%
5410-Hydrant Water	41,044.72	40,000.00	1,044.72	102.6%
5510-Potable Irrigation Water	40,421.55	40,000.00	421.55	101.1%
5511-Irrigation Water	218,188.86	250,000.00	-31,811.14	87.3%
5601-Late Fees, Penalties,	21,890.00			
5610- Miscellaneous Income	22,957.92	70,000.00	-47,042.08	32.8%
5611-Inclusion fees-NWDC	39,302.65	100,000.00	-60,697.35	39.3%
5620- Dominion Dist. Operations	123,285.10	200,000.00	-76,714.90	61.6%
5640- Dominion Treated Water Us	77,725.52	100,000.00	-22,274.48	77.7%
5650 Dominion Exp Reimbursement	209,945.29			
5700- Sys. Development Charge	277,662.00	275,000.00	2,662.00	101.0%
5705 Ravenna SDC	174,505.20	250,000.00	-75,494.80	69.8%
5710- Capital Surcharge	82,764.77	80,000.00	2,764.77	103.5%
5715- Capital Surcharge WTP Sup	651,109.23	1,036,808.00	-385,698.77	62.8%
5820- Investment Income	32,170.48	50,000.00	-17,829.52	64.3%
5850 - Reimbursed Exp Other	17,264.78	20,000.00	-2,735.22	86.3%
Total Income	4,639,719.44	6,340,208.00	-1,700,488.56	73.2%
Gross Profit	4,639,719.44	6,340,208.00	-1,700,488.56	73.2%
Expense				
6020-Payroll Expenses	338,998.96	660,000.00	-321,001.04	51.4%
6040- Accounting	16,625.00	32,500.00	-15,875.00	51.2%
6050- Contract Labor	0.00	15,000.00	-15,000.00	0.0%
6065- Dominion expenses	0.00	20,000.00	-20,000.00	0.0%
6080- Education	5,023.30	25,000.00	-19,976.70	20.1%
6100- Engineering	77,055.95	100,000.00	-22,944.05	77.1%
6130- Insurance	13,049.50	20,000.00	-6,950.50	65.2%
6140- Lab & Test Fees	4,302.50	15,000.00	-10,697.50	28.7%
6150- Legal	7,354.67	37,500.00	-30,145.33	19.6%
6170 - Meter Expenses	-32,730.91			
6180- Misc. Expenses	2,443.60	10,000.00	-7,556.40	24.4%
6200- Office Expense	4,814.68	20,000.00	-15,185.32	24.1%
6210-Operating Supplies	96,451.21	120,000.00	-23,548.79	80.4%
6220- Permits	1,327.22	3,000.00	-1,672.78	44.2%
6230- Repairs and Maint	105,623.00	250,000.00	-144,377.00	42.2%
6240- Safety Equipment	-1,097.24	5,000.00	-6,097.24	-21.9%
6260- Utilities	133,613.19	150,000.00	-16,386.81	89.1%
6270- Vehicle	1,345.55	11,000.00	-9,654.45	12.2%
6280- Water Costs	0.00	48,000.00	-48,000.00	0.0%
6300- Bank Service Charges	1,087.05			
7300- Capital Projects	415,066.04	500,000.00	-84,933.96	83.0%
7302- Water Taps Centennial	0.00	50,000.00	-50,000.00	0.0%
Total Expense	1,190,353.27	2,092,000.00	-901,646.73	56.9%
Net Ordinary Income	3,449,366.17	4,248,208.00	-798,841.83	81.2%
Other Income/Expense				
Other Income				
6900- Transfers In	0.00	500,000.00	-500,000.00	0.0%
Total Other Income	0.00	500,000.00	-500,000.00	0.0%
Other Expense				
8000- Transfers to Other Funds	271,177.21	1,800,000.00	-1,528,822.79	15.1%
8002- Transfers Water Supply SV	651,109.23	1,036,808.00	-385,698.77	62.8%
8100- Transfer to Other Funds	0.00	120,000.00	-120,000.00	0.0%
9000 -Depreciation Expense	1,155,000.00			

Roxborough Water and Sanitation District
Profit & Loss Budget vs. Actual-Water Treatment
January through July 2022

	<u>Jan - Jul 22</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Total Other Expense	2,077,286.44	2,956,808.00	-879,521.56	70.3%
Net Other Income	-2,077,286.44	-2,456,808.00	379,521.56	84.6%
Net Income	<u>1,372,079.73</u>	<u>1,791,400.00</u>	<u>-419,320.27</u>	<u>76.6%</u>

Roxborough Water and Sanitation District
Profit & Loss Budget vs. Actual-Water Distribution
January through July 2022

	<u>Jan - Jul 22</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense				
Expense				
6020-Payroll Expenses	202,900.43	330,000.00	-127,099.57	61.5%
6040- Accounting	14,250.00	32,500.00	-18,250.00	43.8%
6050- Contract Labor	20,276.01	40,000.00	-19,723.99	50.7%
6065- Dominion expenses	0.00	60,000.00	-60,000.00	0.0%
6080- Education	4,468.95	25,000.00	-20,531.05	17.9%
6100- Engineering	124,822.92	150,000.00	-25,177.08	83.2%
6110-Conservation Rebates	22,672.86	2,500.00	20,172.86	906.9%
6115- GPS/GIS	11,527.50	25,000.00	-13,472.50	46.1%
6130- Insurance	13,049.50	20,000.00	-6,950.50	65.2%
6140- Lab & Test Fees	3,693.00	14,000.00	-10,307.00	26.4%
6150- Legal	12,997.16	37,500.00	-24,502.84	34.7%
6170 - Meter Expenses	95,667.07	125,000.00	-29,332.93	76.5%
6180- Misc. Expenses	220.82	10,000.00	-9,779.18	2.2%
6200- Office Expense	8,874.56	20,000.00	-11,125.44	44.4%
6210-Operating Supplies	0.00	4,000.00	-4,000.00	0.0%
6220- Permits	3,127.00	5,000.00	-1,873.00	62.5%
6230- Repairs and Maint	120,572.94	200,000.00	-79,427.06	60.3%
6240- Safety Equipment	-1,120.00	2,000.00	-3,120.00	-56.0%
6260- Utilities	34,903.94	70,000.00	-35,096.06	49.9%
6270- Vehicle	712.55	11,000.00	-10,287.45	6.5%
6280- Water Costs	1,115,482.48	1,552,000.00	-436,517.52	71.9%
6300- Bank Service Charges	618.00			
7290- Water Rights	1,327.50	100,000.00	-98,672.50	1.3%
7300- Capital Projects	632,590.38	5,185,000.00	-4,552,409.62	12.2%
Total Expense	<u>2,443,635.57</u>	<u>8,020,500.00</u>	<u>-5,576,864.43</u>	<u>30.5%</u>
Net Ordinary Income	<u>-2,443,635.57</u>	<u>-8,020,500.00</u>	<u>5,576,864.43</u>	<u>30.5%</u>
Net Income	<u><u>-2,443,635.57</u></u>	<u><u>-8,020,500.00</u></u>	<u><u>5,576,864.43</u></u>	<u><u>30.5%</u></u>

Roxborough Water and Sanitation District
Profit & Loss Budget vs. Actual-Sewer Fund
 January through July 2022

	Jan - Jul 22	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
5010- Service Charges	1,081,889.84	1,600,000.00	-518,110.16	67.6%
5100-Availability Charges	23,558.19	40,000.00	-16,441.81	58.9%
5101- Service Charges LMA	202,532.84	300,000.00	-97,467.16	67.5%
5310-Permit Fees	18,975.00	5,000.00	13,975.00	379.5%
5601-Late Fees, Penalties,	9,220.00			
5610- Miscellaneous Income	2,173.13	30,000.00	-27,826.87	7.2%
5625- Dominion Sewer Conveyance	211,360.00	240,000.00	-28,640.00	88.1%
5650 Dominion Exp Reimbursement	170,269.44	50,000.00	120,269.44	340.5%
5670-Dominion Cap Lease O-Line	200,000.00	200,000.00	0.00	100.0%
5700- Sys. Development Charge	269,136.00	50,000.00	219,136.00	538.3%
5710- Capital Surcharge	92,091.26	100,000.00	-7,908.74	92.1%
5820- Investment Income	32,190.09	50,000.00	-17,809.91	64.4%
Total Income	2,313,395.79	2,665,000.00	-351,604.21	86.8%
Gross Profit	2,313,395.79	2,665,000.00	-351,604.21	86.8%
Expense				
6020-Payroll Expenses	237,362.02	325,000.00	-87,637.98	73.0%
6040- Accounting	16,625.00	30,000.00	-13,375.00	55.4%
6050- Contract Labor	17,270.62	40,000.00	-22,729.38	43.2%
6065- Dominion expenses	0.00	50,000.00	-50,000.00	0.0%
6080- Education	13,498.51	30,000.00	-16,501.49	45.0%
6100- Engineering	67,602.74	100,000.00	-32,397.26	67.6%
6110-Conservation Rebates	0.00	0.00	0.00	0.0%
6115- GPS/GIS	9,552.50	50,000.00	-40,447.50	19.1%
6130- Insurance	13,049.50	28,000.00	-14,950.50	46.6%
6140- Lab & Test Fees	0.00	1,000.00	-1,000.00	0.0%
6150- Legal	7,247.16	35,000.00	-27,752.84	20.7%
6180- Misc. Expenses	266.18	8,000.00	-7,733.82	3.3%
6185- Littleton Service Fees	530,174.49	950,000.00	-419,825.51	55.8%
6200- Office Expense	8,181.71	20,000.00	-11,818.29	40.9%
6210-Operating Supplies	24,314.96	80,000.00	-55,685.04	30.4%
6220- Permits	500.00	3,000.00	-2,500.00	16.7%
6230- Repairs and Maint	73,384.19	200,000.00	-126,615.81	36.7%
6240- Safety Equipment	-1,018.03	2,000.00	-3,018.03	-50.9%
6260- Utilities	47,701.51	110,000.00	-62,298.49	43.4%
6270- Vehicle	716.02	8,000.00	-7,283.98	9.0%
6280- Water Costs	163.06			
6300- Bank Service Charges	1,556.10			
7300- Capital Projects	234,832.46	2,000,000.00	-1,765,167.54	11.7%
Total Expense	1,302,980.70	4,070,000.00	-2,767,019.30	32.0%
Net Ordinary Income	1,010,415.09	-1,405,000.00	2,415,415.09	-71.9%
Other Income/Expense				
Other Income				
6900- Transfers In	0.00	200,000.00	-200,000.00	0.0%
Total Other Income	0.00	200,000.00	-200,000.00	0.0%
Other Expense				
8000- Transfers to Other Funds	23,558.19	600,000.00	-576,441.81	3.9%
9000 -Depreciation Expense	483,000.00			
Total Other Expense	506,558.19	600,000.00	-93,441.81	84.4%
Net Other Income	-506,558.19	-400,000.00	-106,558.19	126.6%
Net Income	503,856.90	-1,805,000.00	2,308,856.90	-27.9%

Roxborough Water and Sanitation District
Profit & Loss Budget vs. Actual-Capital Fund
January through July 2022

	<u>Jan - Jul 22</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense				
Expense				
7300- Capital Projects	112,295.98			
7310 - WTP- Dominion Pump	363,106.68	1,800,000.00	-1,436,893.32	20.2%
7311- Dominion System Improve.	98,696.03	560,000.00	-461,303.97	17.6%
Total Expense	<u>574,098.69</u>	<u>2,360,000.00</u>	<u>-1,785,901.31</u>	<u>24.3%</u>
Net Ordinary Income	-574,098.69	-2,360,000.00	1,785,901.31	24.3%
Other Income/Expense				
Other Income				
6900- Transfers In	200,000.00			
Total Other Income	<u>200,000.00</u>			
Other Expense				
8000- Transfers to Other Funds	0.00	2,360,000.00	-2,360,000.00	0.0%
Total Other Expense	<u>0.00</u>	<u>2,360,000.00</u>	<u>-2,360,000.00</u>	<u>0.0%</u>
Net Other Income	<u>200,000.00</u>	<u>-2,360,000.00</u>	<u>2,560,000.00</u>	<u>-8.5%</u>
Net Income	<u><u>-374,098.69</u></u>	<u><u>-4,720,000.00</u></u>	<u><u>4,345,901.31</u></u>	<u><u>7.9%</u></u>

Roxborough Water and Sanitation District
Profit & Loss Budget vs. Actual-PVH
January through July 2022

	Jan - Jul 22	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
5200- Property Taxes	432,281.70	451,429.00	-19,147.30	95.8%
5210- Specific Ownership Taxes	22,780.62	50,000.00	-27,219.38	45.6%
5820- Investment Income	1,381.71	85.00	1,296.71	1,625.5%
Total Income	<u>456,444.03</u>	<u>501,514.00</u>	<u>-45,069.97</u>	<u>91.0%</u>
Gross Profit	456,444.03	501,514.00	-45,069.97	91.0%
Expense				
6040- Accounting	7,000.00	12,000.00	-5,000.00	58.3%
6080- Education	0.00	1,000.00	-1,000.00	0.0%
6100- Engineering	0.00	2,500.00	-2,500.00	0.0%
6150- Legal	907.00	1,000.00	-93.00	90.7%
6250- Treasurers Fees	6,462.66	9,000.00	-2,537.34	71.8%
6300- Bank Service Charges	299.75			
6500- CWRPDA Debt Service	0.00	303,917.00	-303,917.00	0.0%
6550-CWCB Debt Service	115,447.15	115,447.00	0.15	100.0%
Total Expense	<u>130,116.56</u>	<u>444,864.00</u>	<u>-314,747.44</u>	<u>29.2%</u>
Net Ordinary Income	<u>326,327.47</u>	<u>56,650.00</u>	<u>269,677.47</u>	<u>576.0%</u>
Net Income	<u><u>326,327.47</u></u>	<u><u>56,650.00</u></u>	<u><u>269,677.47</u></u>	<u><u>576.0%</u></u>

SUPPLEMENTAL INFORMATION

Roxborough Water & Sanitation District
July 31, 2022

Long Term Obligations

CWCB- 2014 Loan	\$ 15,649,931
CT2015-176 CWCB-PVH Water Supply	\$ 1,999,144
2015 CWRPDA- PVH Infrastructure	\$ 3,711,785
2019-2250 CWCB- Ravenna	\$ 1,390,290
2005 CWRPDA Loan Payable	<u>\$ 2,607,500</u>
TOTAL LONG TERM LIABILITIES	\$ 25,358,650

Cash and Reserves Balances

The board of directors has directed the authority to designate a portion of the cash on hand as operating and capital reserves for both the Water and Sewer Funds. The operating reserves will be in an amount equal to 25% of the budgeted annual expenditures for each fund. These funds will be used to fund any operational expenses in excess of operating cash on hand. The capital reserves will be funded in an amount equal to 20% of the budgeted annual expenditures for the water fund and 10 % of the budgeted annual expenditures for the sewer fund. These funds will be used to fund capital improvements on existing capital assets and acquisitions of new capital assets. The balance in these funds as of July 31, 2022 is as follows:

	General Fund	Debt Service		Capital Projects Fund	Water Fund		Sewer Fund		Total
		Water Fund	Sewer Fund		Water Fund	Sewer Fund			
Operating Reserve	\$ -	\$ -	\$ -	\$ 180,369	\$ 3,000,000	\$ 1,000,000	\$ 1,000,000	\$ 4,180,369	
Capital Reserve	-	-	-	1,473,562	379,315	-	-	1,852,877	
Operating Cash	<u>3,109,959</u>	<u>1,297,865</u>	<u>6,241,116</u>	<u>-</u>	<u>8,642,237</u>	<u>11,062,981</u>	<u>699,462</u>	<u>31,053,620</u>	
Total Cash on Hand	<u>\$ 3,109,959</u>	<u>\$ 1,297,865</u>	<u>\$ 6,241,116</u>	<u>\$ 180,369</u>	<u>\$ 13,115,799</u>	<u>\$ 12,442,296</u>	<u>\$ 699,462</u>	<u>\$ 37,086,866</u>	

Roxborough Water and Sanitation
Distribution of Cash in Bank- Water Fund
2022

	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Cash Funds Available												
Cash in Bank - Water Fund	13,409,310	13,441,371	13,240,763	13,209,372	13,266,264	13,355,702	13,115,799					
Total Funds Available	13,409,310	13,441,371	13,240,763	13,209,372	13,266,264	13,355,702	13,115,799	0	0	0	0	0

Distribution of Available Funds

Operating Reserve
 25% of Budgeted Expenditures

Capital Reserve

Operating Cash

Total Cash

Capital Reserve

Beginning Reserve Balance

Additions to Reserve

Use of Reserves

Ending Reserve Balance

Operating Reserve	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000					
Capital Reserve	982,330	1,167,991	1,129,803	1,287,041	1,475,420	1,674,977	1,473,562					
Operating Cash	9,426,980	9,273,380	9,110,960	8,922,331	8,790,844	8,680,725	8,642,237					
Total Cash	13,409,310	13,441,371	13,240,763	13,209,372	13,266,264	13,355,702	13,115,799	0	0	0	0	0
Capital Reserve												
Beginning Reserve Balance	791,983	982,330	1,167,991	1,129,803	1,287,041	1,475,420	1,674,977					
Additions to Reserve	250,000	250,000	250,000	250,000	250,000	250,000	250,000					
Use of Reserves	59,653	64,339	288,188	92,762	61,621	50,443	451,415					
Ending Reserve Balance	982,330	1,167,991	1,129,803	1,287,041	1,475,420	1,674,977	1,473,562	0	0	0	0	0

No Assurance is provided on these Financial Statements

**Roxborough Water and Sanitation
Distribution of Cash in Bank- Sewer Fund**

	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Cash Funds Available												
Cash in Bank - Sewer Fund	10,981,406	11,770,546	12,202,348	12,482,496	12,651,413	12,720,215	12,442,296					
Total Funds Available	10,981,406	11,770,546	12,202,348	12,482,496	12,651,413	12,720,215	12,442,296					
Distribution of Available Funds												
Operating Reserve	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000					
25% of Budgeted Expenditures												
Capital Reserve	401,129	398,292	403,874	356,888	397,344	268,434	379,315					
Operating Cash	9,580,277	10,372,254	10,798,474	11,125,608	11,254,069	11,451,781	11,062,981					
Total Available Funds	10,981,406	11,770,546	12,202,348	12,482,496	12,651,413	12,720,215	12,442,296					
Capital Reserve												
Beginning Reserve Balance	227,224	227,224	227,224	227,224	227,224	227,224	227,224					
Additions to Reserve	185,000	185,000	185,000	185,000	185,000	185,000	185,000					
Use of Reserves	-11,095	-13,932	-8,350	-55,336	-14,880	-143,790	-32,909					
Ending Reserve Balance	401,129	398,292	403,874	356,888	397,344	268,434	379,315					

No Assurance is provided on these Financial Statements

Roxborough Water and Sanitation
Distribution of Cash in Bank - Debt Service
2022

	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Cash Funds Available - Water Treatment Plant												
Beginning Cash Balance	913,470	913,470	854,451	865,319	989,767	1,082,925	1,176,010					
Surcharge Collected	92,664	92,940	93,004	93,034	93,158	93,085	93,224					
Availability of Service Trans.	34,553	0	289	31,414	0	0	28,631					
Payment of Debt	313,918	151,959	82,425	0	0	0	0					
Ending Cash Balance	726,769	854,451	865,319	989,767	1,082,925	1,176,010	1,297,865	0	0	0	0	0
Cash Funds Available - Sewer Debt Service												
Operating Cash	5,552,617	5,382,018	5,601,149	5,640,127	6,024,004	6,082,551	6,241,116					
Total	6,279,386	6,236,469	6,466,468	6,629,894	7,106,929	7,258,561	7,538,981	0	0	0	0	0

No Assurance is provided on these Financial Statements



ROXBOROUGH WATER AND SANITATION DISTRICT

DUE TO CONSTRUCTION AT THE DISTRICT'S OFFICES, THIS MEETING WILL BE HELD VIRTUALLY VIA ZOOM.

The Roxborough Water & Sanitation District and Plum Valley Heights Subdistrict of the Roxborough Water & Sanitation District Regular Board meeting will be held via video conference at ZOOM Meeting ID 874 5981 8759; Password: 694389

Date: Wednesday, September 21, 2022

Time: 8:00 am

Board of Directors

Dave Bane, President
Ken Maas, Vice President
Keith Lehmann, Secretary
Christine Thomas, Treasurer
John Kim, Assistant Secretary

Term Expiration

5/2023
5/2023
5/2025
5/2025
5/2025

- I. Call to Order as the Roxborough Water And Sanitation District (RWSD) Board of Directors regular meeting
- II. Declaration of Quorum/Disclosure of Conflicts of Interest
- III. Public Comment on items not on Agenda

- IV. **CONVENE AS THE BOARD OF THE PLUM VALLEY HEIGHTS (PVH) SUBDISTRICT OF THE RWSD BOARD**
- V. Consent Agenda
 - a. Approve the Minutes of the Regular Meeting of the PVH Subdistrict which are contained in and are part of the Minutes of the Roxborough Water & Sanitation District Minutes for the Regular Meeting on August 17, 2022.
- VI. Staff Reports
 - a. General Manager's Report
 - b. Financial Reports

- VII. **ADJOURN AS THE PVH SUBDISTRICT OF RWSD AND RECONVENE AS THE RWSD BOARD**
- VIII. Consent Agenda
 - a. Approve the Minutes of the Regular Meeting of the RWSD on August 17, 2020.
 - b. Ratify Payrolls for August 31 and September 15, 2022
 - c. Ratify Payments since August 17, 2022: 101831-101847, 101849-101862, 101864-101882, 101889-101895, 101899-101901, 101903-101904, 101906-101907, 101910.
 - d. Approve Payments of Claims: 101848, 101863, 101883-101888, 101896-101898, 101902, 101905, 101908-101909, 101911.
 - e. Approve Change Order #3 for the WTP HSP Serving DWSD for temporary VFD rental in the amount of \$17,580.00 and 165 days.
 - f. Approve Change Order #A.33 for the WTP HSP Serving DWSD for Phase 2 Conversion of Backwash Pond to Emergency Containment Basin in the amount of \$1,171,676.00 and 161 days.
 - g. Approve Pay App #7 for the WTP HSP Serving DWSD in the amount of \$89,477.65.
 - h. Approve Change Order #3 for Rampart Range Road Transmission Main Replacement to add \$24,171.00 and 2 days.
 - i. Approve Pay App #5 for the Rampart Range Road Transmission Main Replacement in the amount of \$630,434.18
 - j. Approve Change Order #1 for Roxborough Lift Station Pump Replacement to add \$0.00 and 10 days.
 - k. Approve Pay App #1 for the Roxborough Lift Station Pump Replacement Project in the amount of \$81,294.35.
 - l. Approve Amendment #2 for the Filter Optimization Study with HDR Engineering in the amount of \$14,523

- IX. Staff Reports
 - a. General Manager's Report
 - b. Legal Counsel Report
 - c. Operation Director's Report
 - d. Engineering Report/Water Use Graphs
 - e. Financial Report

- X. Action Items
 - a. Consider approval of the Purchase and Sale Agreement with the Town of Castle Rock for the Meadow Ditch Water Rights and the Bell Mountain Groundwater Rights.

- XI. **Adjourn**

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “Agreement”) dated as of _____, 2022 (the “Agreement Date”) is between ROXBOROUGH WATER AND SANITATION DISTRICT, a Colorado special district and political subdivision (the “Seller”), and the TOWN OF CASTLE ROCK, a Colorado home rule municipality, acting by and through the CASTLE ROCK WATER ENTERPRISE (the “Buyer”).

RECITALS

WHEREAS, Seller owns, or will own prior to closing of the specified purchase and sale, certain real property interests, infrastructure, water rights and contractual rights that are more fully described and defined in this Agreement as the “Property.”

WHEREAS, Buyer desires to acquire additional water and water rights and additional infrastructure and real property interests to construct additional infrastructure for its municipal water and utility systems and to this end, Buyer seeks to acquire the Property.

WHEREAS, Seller is willing to sell the Property to Buyer and Buyer is willing to purchase the Property on and subject to the terms and conditions in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows.

AGREEMENT

1. Property Defined. As used in this Agreement, the term “Property” means the following described property in Douglas County, Colorado:

(a) Roxborough Tracts. The real property described in Exhibit A, in fee simple, together with Seller’s interest in all reversions, remainders, easements, rights-of-way, appurtenances, hereditaments appertaining to or otherwise benefiting or used in connection with the fee simple real property (the “Roxborough Tracts”).

(b) Roxborough Easements. The permanent easements described in Exhibit B (together, the “Roxborough Easements”), together with Seller’s interest in all reversions, remainders, easements, rights-of-way, appurtenances, hereditaments appertaining to or otherwise benefiting or used in connection with the Roxborough Easements.

(c) Roxborough Water Rights. The water rights described in Exhibit C (the “Roxborough Water Rights”), which water rights include an interest in the Meadow Ditch Water Rights and ~~storage capacity in Castle Rock Reservoir No. 1, as well as~~ certain of the rights in and to the Denver Basin ground water underlying the Bell Mountain Ranch Subdivision described in Exhibit D (the “Roxborough Ground Water Rights”).

(d) Roxborough Storage Capacity in Castle Rock Reservoir No. 1. The right to store water in Castle Rock Reservoir No. 1 pursuant to agreement dated described in Exhibit E (the “Roxborough Capacity in CCR No. 1”).

(e) Roxborough Infrastructure. All buildings, structures, improvements, and appurtenances located on the Roxborough Tracts and Roxborough Easements and any interest therein, including the Plum Creek diversion, storage and delivery system, the Ravenna pipeline and pump station and the Bell Mountain Ranch well infrastructure (the “Roxborough Infrastructure”). The principal components of the Roxborough Infrastructure are further depicted on Exhibit EF.

(e) Roxborough Miscellaneous Property. All of Seller's right, title and interest in and to personal property (tangible or intangible), contracts, leases, rights of way, licenses, utility rights and/or capacity, approvals, decrees, permits, well permits, (including any federal, state or local permits or approvals) and agreements and other rights owned or used by Seller in connection with or appurtenant to the Roxborough Tracts, Roxborough Easements, Roxborough Water Rights Roxborough Ground Water Rights, Roxborough Storage Capacity in Castle Rock Reservoir No. 1 and Roxborough Infrastructure (the “Roxborough Miscellaneous Property”), it being the intention of the parties that Buyer succeed to any rights and obligations of the Seller pertaining in any way to the Roxborough Tracts, Roxborough Easements, Roxborough Water Rights Roxborough Ground Water Rights, Roxborough Storage Capacity in Castle Rock Reservoir No. 1 and Roxborough Infrastructure. The principal components of the Roxborough Miscellaneous Property are further described in Exhibit FG.

2. Agreement to Purchase. Buyer agrees to purchase from Seller and Seller agrees to sell to Buyer the Property on and subject to the terms and conditions provided herein.

3. Purchase Price; Additional Consideration.

(a) Purchase Price. The purchase price (the “Purchase Price”) for the Property will be \$2,273,000.

(b) Service Agreement. As additional consideration for the purchase of the Property, Buyer agrees to deliver an amount not to exceed 220 acre-feet (AF) of raw water (the “Ravenna Water”) between the period of October 1 through and including September 30 in any future calendar years (the “Water Year”) to Seller for the sole purpose of irrigation at The Club at Ravenna Golf Course (the “Golf Course”). Buyer reserves the right to use any of its available raw water supply for this purpose, including, without limitation, the Plum Creek Diversion and/or water stored in Chatfield Reservoir. Buyer shall maintain ownership of any and all irrigation return flows that accrue from the use of the Ravenna Water on the Golf Course.

Seller shall be charged for the use of the Ravenna Water at a rate to be determined by Buyer using Buyer’s cost-of-service model (“Buyer’s Rate Model”). The initial rate ~~shall be~~ \$3.47 per one thousand gallons and is based on the Buyer’s 2022 operation, maintenance and capital replacement costs. Such rate shall be updated annually using Buyer’s Rate Model. Buyer shall notify Seller of any rate adjustment in accordance with Section 16(d) by no later than thirty (30) days prior to the start of any Water Year.

The Ravenna Water shall be delivered to the Golf Course at such times and in such amounts as requested by Seller; provided that the maximum rate of delivery shall not exceed one million (1,000,000) gallons per day consistent with the then current pumping capacity of the existing pump station. Billing for the Ravenna Water shall be made on a monthly basis, with payment in full due from Seller by no later than twenty (20) days following the date of such bill. Any portion of the Ravenna Water that is not delivered in any single Water Year cannot be carried over to the next ensuing or any future Water Year. Actual water usage shall be metered at the Golf Course through a meter owned by Buyer. In conjunction with installation of a meter at the Golf Course, Buyer will allow the Golf Course to install a check valve on the pipeline to prevent the irrigation pond from draining in the event of a line break. Seller shall ensure that the Golf Course will provide reasonable access to Buyer to read the meter as necessary and subject to Buyer's policies and processes applicable to reading such meter, a copy of which shall be provided to Seller and the Golf Course.

The delivery of Ravenna Water shall, at all times, be subject to the management of Buyer's total water supply through Buyer's Drought Management Plan, which Plan is available for review on Buyer's "crgov.com" website. Buyer expressly reserves the right to temporarily halt deliveries of Ravenna Water in the event that Buyer has declared an "Emergency" or "Critical/Crisis" drought response stage and has discontinued all outdoor irrigation within its boundaries and the boundaries of its extraterritorial service area. Except in the event of an emergency, Buyer agrees that it will not schedule major repair work to any component of its municipal water or utility system required to deliver Ravenna Water during the irrigation season to avoid interruption of irrigation of the Golf Course.

If requested by Roxborough, and if Castle Rock determines that additional water is available, Castle Rock may deliver water beyond 220 AF in a water year at a higher-tier delivery rate. This rate shall initially be \$5.20 per one thousand gallons of use. This rate shall be reviewed and updated annually using the Buyer's Rate Model.

4. Payment of Purchase Price; Earnest Money Deposit. The Purchase Price will be paid by Buyer to Seller in full, adjusted for the Closing Adjustments as set forth in this Agreement, in cash or by wire transfer or other immediately available funds at Closing. Within ten (10) business days after the Agreement Date, Buyer shall tender the sum of _____ Dollars (\$) to _____ (the "Title Company") as escrow holder, for deposit into an interest-bearing account. This deposit, together with any interest earned thereon, is collectively referred to as the "Earnest Money." Title Company's receipt of the Earnest Money shall be acknowledged by its execution of this Agreement or a separate escrow Agreement with Seller and Buyer. At Closing, the Earnest Money will be paid to Seller as a part of the Purchase Price.

5. Title Insurance.

(a) Title Commitment. Within ten (10) business days after the Agreement Date, Seller shall furnish to Buyer, at Seller's expense, a commitment for title insurance issued by the Title Company, attached as **Exhibit GH**, committing to insure Buyer's title in the Roxborough Tracts and Roxborough Easements (the "Title Commitment"). The Property insured under the Title Commitment shall be referred to as the "Insured Property."

(b) Changes to Title. Buyer shall have ten (10) business days after Buyer's receipt of the Title Commitment or any amendment thereto to notify Seller of any objections to items identified in the Title Commitment or such amendment (the "Title Objection Notice"). Any exceptions noted in Schedule B-2 of the Title Commitment or such amendment that are not objected to within the ten (10)-business day period will be deemed approved by Buyer (the "Permitted Exceptions").

(c) Seller's Rights. Seller shall have until ten (10) business days after receipt of Buyer's Title Objection Notice (the "Seller's Title Cure Period") to elect, at its sole option and discretion, to (i) cure any or all items to which Buyer has objected, (ii) cause such items to be modified in a manner which is satisfactory to Buyer, or (iii) not to cure any or all such items.

(d) Buyer's Rights. If, during Seller's Title Cure Period, Seller fails to cure to the satisfaction of Buyer any objection in the Title Objection Notice, or elects not to cure, then Buyer may elect, as its exclusive remedy with respect to the objections in the Title Objection Notice, either to (i) waive the objections by written notice to Seller and proceed to Closing, or (b) terminate this Agreement by giving written notice to Seller within three (3) business days after Seller's Title Cure Period, in which case the Earnest Money will be returned to Buyer, and thereafter the parties will have no further rights and will be released from all obligations hereunder other than those rights and obligations that expressly survive termination of this Agreement. If Buyer fails to give timely notice of termination or if Buyer proceeds to Closing, Buyer will be deemed to have elected to waive all objections to, and accepted all of the Permitted Exceptions. The Closing Date established in Section 10 below shall be extended on a day-for-day basis to accommodate the notice and cure time periods outlined in this Section 5.

(e) Title Policy. Seller will cause the Title Company to deliver to Buyer, promptly after the Closing, an owner's title insurance policy issued by the Title Company insuring Buyer's title to the Insured Property consistent with the Title Commitment (the "Title Policy"), subject only to the Permitted Exceptions identified in the Title Commitment. Seller will pay 100% of the premium for the Title Policy at Closing. Buyer, at its discretion and at its sole expense, may obtain an additional endorsement to the Title Commitment and establish a greater amount of the insurance on the Insured Property, the additional cost of which shall be paid entirely by Buyer at Closing.

6. Water Rights Opinion.

(a) Issuance of Opinion. Within ~~ninetyten~~ (190) ~~calendar~~ business days after the Agreement Date, Seller shall furnish to Buyer, at Seller's expense, a water rights opinion from a water rights attorney acceptable to Buyer ~~NTD: does this mean Steve has to be acceptable to CR or his opinion, subject to the rights below, must be acceptable~~ (the "Water Rights Opinion"). The Water Rights Opinion shall state that Seller has marketable title to the Roxborough Water Rights and Roxborough Ground Water Rights free of all liens and encumbrances and Seller shall provide electronic copies of all information reviewed and relied on by the attorney. ~~NTD: Steve to add reliance on prior opinions~~ Seller's Water Rights Opinion on the Meadow Ditch Water Rights may be based on the title opinion from Steven P. Jeffers on those water rights dated July 23, 2004,

which shall be updated through seven (7) days before the date of delivery of Seller's Water Rights Opinion. Seller's Water Rights Opinion on the Roxborough Ground Water Rights may be based on the title opinion letter dated _____ from Madoline Wallace-Gross on the Denver Basin ground water underlying the Bell Mountain Ranch Subdivision purchased by Buyer from Plum Creek CA, LLC, to the extent that opinion covers the Roxborough Ground Water Rights, which opinion shall be updated through seven (7) days before the date of delivery of Seller's Water Rights Opinion. Buyer shall provide Seller with a copy of the opinion letter from Madoline Wallace-Gross and all supporting documents or authorize Seller's attorney to review those files within five (5) days after the Agreement Date.

(b) Changes to Opinion. Buyer shall have ~~sixtyten (160)~~ sixtyten (60) ~~calendarbusiness~~ calendarbusiness days after Buyer's receipt of the Water Rights Opinion or any amendment thereto to notify Seller of any objections to any items impacting marketable title to the Roxborough Water Rights or Roxborough Ground Water Rights (the "Water Title Objection Notice"). Any items impacting marketable title to the Roxborough Water Rights or Roxborough Ground Water Rights that are not objected to within the ~~sixtyten (160)-calendarbusiness~~ sixtyten (60)-calendarbusiness day period will be deemed approved by Buyer.

(c) Seller's Rights. Seller shall have until ~~twentyten (120)~~ twentyten (20) ~~calendarbusiness~~ calendarbusiness days after receipt of Buyer's Water Title Objection Notice (the "Seller's Water Title Cure Period") to elect, at its sole option and discretion, to (i) cure any or all items to which Buyer has objected, (ii) cause such items to be modified in a manner which is satisfactory to Buyer, or (iii) not to cure any or all such items.

(d) Buyer's Rights. If, during Seller's Water Title Cure Period, Seller fails to cure to the satisfaction of Buyer any objection in the Water Title Objection Notice, or elects not to cure, then Buyer may elect, as its exclusive remedy with respect to the objections in the Water Title Objection Notice, either to (i) waive the objections by written notice to Seller and proceed to Closing, or (ii) terminate this Agreement by giving written notice to Seller within three (3) business days after Seller's Water Title Cure Period, in which case the Earnest Money will be returned to Buyer, and thereafter the parties will have no further rights and will be released from all obligations hereunder other than those rights and obligations that expressly survive termination of this Agreement. If Buyer fails to give timely notice of termination or if Buyer proceeds to Closing, Buyer will be deemed to have elected to waive all objections to, and accepted all of the items in the Water Rights Opinion. The Closing Date established in Section 10 below shall be extended on a day-for-day basis to accommodate the notice and cure time periods outlined in this Section 6.

~~7. Environmental Site Assessment.~~

~~(a) Phase 1 ESA. Within thirty (30) business days after the Agreement Date, Seller shall furnish to Buyer, at Seller's expense, a phase 1 environmental site assessment of the Roxborough Tracts (the "Phase 1 ESA").~~

~~(b) Further Action. Buyer shall have ten (10) business days after Buyer's receipt of the Phase 1 ESA to notify Seller of any recognized environmental conditions identified on the Roxborough Tracts that need to be further investigated and/or remediated ("Environmental~~

Condition Notice”). Any recognized environmental conditions noted in the Phase 1 ESA that are not objected to within the ten (10) business day period will be deemed accepted by Buyer.

~~(c) — Seller’s Rights. Seller shall have until ten (10) business days after receipt of Buyer’s Environmental Condition Notice (the “Seller’s Environmental Remediation Period”) to elect, at its sole option and discretion, to (i) if Buyer requests that a further investigation be conducted, engage a contractor acceptable to Buyer to perform a phase 2 environmental site assessment (the “Phase 2 ESA”), (ii) if Buyer determines that the remediation of any or all recognized environmental conditions for which Buyer has given notice is necessary, escrow sufficient funds to allow Buyer to undertake such remediation, or (iii) not to undertake a further investigation and/or fund the remediation of any such recognized environmental conditions.~~

~~(d) — Buyer’s Rights. If, during Seller’s Environmental Remediation Period, Seller fails to escrow sufficient funds to undertake remediation to the satisfaction of Buyer of any recognized environmental condition in the Environmental Condition Notice, or elects not to undertake such remediation, then Buyer may elect, as its exclusive remedy with respect to the objections in the Environmental Condition Notice, either to (a) waive remediation by written notice to Seller and proceed to Closing, or (b) terminate this Agreement by giving written notice to Seller within three (3) business days after Seller’s Environmental Remediation Period, in which case the Earnest Money will be returned to Buyer, and thereafter the parties will have no further rights and will be released from all obligations hereunder other than those rights and obligations that expressly survive termination of this Agreement. If Buyer fails to give timely notice of termination or if Buyer proceeds to Closing, Buyer will be deemed to have elected to waive remediation and accepted all of the recognized environmental conditions.~~

~~(e) — Further Investigation. The Closing Date established in Section 10 below shall be extended on a day for day basis to accommodate Seller’s election of the option to conduct further investigations as outlined in Section 7(c). In such event, Seller shall have thirty (30) business days from the date of such election within which to furnish a Phase 2 ESA to Buyer. The furnishing of such Phase 2 ESA shall restart the review and notification process set forth in this Section 7.~~

8. Review of Property.

(a) Inspection Period. Buyer shall have a period of sixty (60) days from the Agreement Date in which Buyer and Buyer’s agents, contractors, employees and permittees (collectively, the “Buyer Permittees”) shall verify and ascertain the suitability of the Property for Buyer’s intended use, in Buyer’s sole and absolute discretion (the “Inspection Period”). Buyer may, at any time during the Inspection Period, enter upon the Insured Property for the purpose of inspecting the Insured Property, including making surveys, reports and investigations, conducting soils, water availability and other tests, and undertaking such other investigation of the Insured Property and other portions of the Property as Buyer shall deem necessary for its intended uses of the Property.

(b) Property Documents. Within ten (10) business days after the Agreement Date, Seller shall make available to Buyer and its consultants and representatives, copies of its

files and records related to the Property including the following documents in the possession or control of the Seller the following: all documents relating to the Roxborough Water Rights and Roxborough Ground Water Rights (including, but not limited to, documents related to title to and liens or encumbrances on the Roxborough Water Rights, Roxborough Ground Water Rights and/or related facilities; previous title opinions; water decrees and well permits; water rights engineering reports, technical reports and correspondence, including those related to the use and historical consumptive use of the Roxborough Water Rights for irrigation; diversion records and accounting; reports, invoices, and estimates regarding infrastructure condition and improvements; maps, aerial photos and as-built drawings; and any correspondence with federal, local or state agencies, including the Division of Water Resources and Colorado Department of Health and the Environment, concerning water rights, water supply or water quality issues), soils reports, mineral studies, oil, gas and mineral leases, environmental reports and studies, environmental notices received by Seller, plats, permits (including 404 and 402 permits from the Army Corps of Engineers), development agreements, topographical and other maps, engineering plans and reports, easement agreements, and all other information and documentation pertaining to the Property in the possession of or known to Seller or Seller's agents (collectively, the "Property Documents"). Except as described in Section 6(a), Buyer acknowledges and agrees that all Property Documents delivered or made available by Seller to Buyer are for Buyer's information and use only, and Seller makes no representation or warranty as to the accuracy or completeness of any such Property Documents or Buyer's ability to use any of such Property Documents. Buyer acknowledges that it shall be solely responsible for verifying all information contained in the Property Documents, including the completeness, accuracy and applicability of the Property Documents.

(c) Inspection Risk. Buyer will not make any permanent modifications to the Insured Property and will leave the Insured Property in substantially the same condition as existed at the time of entry upon the Property by Buyer or Buyer Permittees. Any entry on the Insured Property by Buyer or Buyer Permittees shall be at the sole risk, cost and expense of Buyer. Buyer shall pay when due all costs and expenses incurred in the performance of any such inspection or conducting such tests and investigations and, to the extent it lawfully may, shall reimburse and hold harmless Seller from any loss from mechanic's liens, claims for nonpayment of such charges or for damages or injuries arising out of the negligent acts, willful misconduct or omissions hereunder by Buyer or Buyer Permittees relating to their entry onto the Insured Property, including those persons performing such inspections or conducting such tests and investigations. Notwithstanding any other provision of this Agreement, the obligations of Buyer under this Section 8(c) will survive the Closing or the termination of this Agreement by Buyer or Seller for any reason.

(d) Termination. If Buyer fails to provide Seller with written notice that it will terminate this Agreement (the "Termination Notice") on or before the expiration of the Inspection Period in the manner set forth in the Notice provision in Section 14.4, Buyer shall be deemed to have elected to accept the conditions of the Property discovered in the Inspection Period. In the event Buyer provides Seller with the Termination Notice on or before the expiration of the Inspection Period, the Earnest Money shall be refunded to the Buyer, none of the Parties shall be further bound hereby, and this Agreement shall be of no further force or effect (subject to the provisions of this Agreement which expressly survive such termination). Seller shall have no right

to cure if Buyer elects to terminate the Agreement pursuant to this Section 8.

9. Other Agreements and Covenants.

(a) No Statements of Opposition. Seller agrees that, following Closing, it will not file a statement of opposition or otherwise participate as a party in certain water court applications that Buyer may file with respect to Buyer's use of the Roxborough Water Rights and Roxborough Ground Water Rights in Buyer's municipal water system. The terms of such agreement shall be as set forth in the form of agreement attached hereto as Exhibit H ("No Statement of Opposition Agreement") and shall be limited solely to objections applications by Buyer related to the Roxborough Water Rights and Roxborough Ground Water Rights. Seller shall not be precluded from filing a statement of opposition with respect to any other water rights that may be included in Buyer's applications.

(b) Post-Closing Assistance Agreement. Following Closing, Seller will provide Buyer with reasonable assistance in the transition of the administration and the operation of the Property in Douglas County, Colorado, and the application for a change of water right for the Roxborough Water Rights, including, if necessary, testimony about the use and historical consumptive use of the Roxborough Water Rights. The terms and conditions of such assistance shall be as set forth in the form of agreement attached hereto as Exhibit I (the "Post-Closing Assistance Agreement"). At Closing, Seller and Buyer will execute the Post-Closing Assistance Agreement.

10. Closing. The closing of the purchase and sale (the "Closing") of the Property shall occur on such date as mutually agreed upon by Buyer and Seller, but in no event later than one hundred twenty (120) ~~sixty (60)~~ days after the close of the Inspection Period (the "Closing Date"). The Closing will be held at the offices of the Title Company, or at such other location as mutually agreed upon by Buyer and Seller or, if the parties so agree, through an escrow-type closing with the Title Company acting as the closing agent.

11. Actions at Closing. The following will occur at Closing in a sequence prescribed in mutually agreeable Closing instructions all of which shall be mutually and concurrently dependent:

(a) Seller shall execute and deliver to Buyer one or more special warranty deed(s) for the Roxborough Tracts in the form attached hereto as Exhibit J, conveying the Roxborough Tracts free and clear of all liens and encumbrances, except for the Permitted Exceptions.

(b) Seller shall execute and deliver to Buyer one or more assignment(s) of easements in the form attached hereto as Exhibit K, conveying the Roxborough Easements free and clear of all liens and encumbrances, except for the Permitted Exceptions.

(c) Seller shall execute and deliver to Buyer one or more special warranty deed(s) for the Roxborough Water Rights and the Roxborough Ground Water Rights in the form attached hereto as Exhibit L free and clear of all liens and encumbrances.

(d) Seller and Buyer shall execute and deliver one or more bill(s) of sale, assignment(s) and assumption agreement(s) in the form attached hereto as Exhibit M conveying the Roxborough Infrastructure and the Roxborough Miscellaneous Property to Buyer, and all rights and obligations thereunder, to the extent assignable, free and clear of all liens and encumbrances.

(e) Seller shall fill out, execute and deliver and Historical Use Affidavit in the form attached hereto as Exhibit N detailing the use of the Roxborough Water Rights.

(f) Seller and the Affiliated Entities shall execute and deliver the Affiliated Entities Affirmation Agreement.

(g) Seller, Buyer and the Affiliated Entities shall execute the No Statement of Opposition Agreement.

(h) Seller and Buyer shall execute the Post-Closing Assistance Agreement.

(i) Buyer shall deliver to the Title Company as the closing agent the Purchase Price, less the Earnest Money, in cash or by wire transfer or other immediately available funds.

(j) The Purchase Price proceeds delivered by Buyer to the Title Company shall be delivered to Seller.

(k) Seller and Buyer will execute and deliver to the Title Company the appropriate parties' Settlement Statements.

(l) Each party will deliver to the other party and the Title Company such agreements, assignments, conveyances, instruments, documents, typical affidavits required by the Title Company, certificates and the like as may be reasonably required by either party or the Title Company to consummate the purchase and sale of the Property in accordance with the terms of this Agreement and the Title Commitments.

(m) The following adjustments ("Closing Adjustments") will be made as of the Closing to the Purchase Price:

(i) If applicable, real property taxes for the year of the Closing will be apportioned to the date of Closing based upon the most recent levy and assessment. Such apportionment will be a final settlement between the parties. Any special assessments against the Property as of the date of Closing will be paid by Seller at Closing. Seller shall also pay 100% of the premium for the Title Policy.

(ii) Buyer will pay the recording fee for the deeds conveying the Roxborough Tracts, Roxborough Water Rights, and Roxborough Ground Water Rights and any other recorded documents and all of the cost of any endorsements and additional coverage to the Title Policy that Buyer desires. Seller will pay one-half of the premium for the Title Policies. The parties will share closing fees of the Title Company and all

documentary fees equally. Each party will be responsible for payment of its own attorneys' fees. All other costs of Closing will be prorated between the parties as is customary in commercial closings in this State.

12. Representations and Warranties of Seller. Seller represents and warrants to Buyer that each of the following statements is true and correct as of the Agreement Date and will be true and correct as of the Closing Date:

(a) Seller is a governmental entity duly formed and validly existing in the State of Colorado.

(b) To the best of Seller's knowledge, there is no litigation, condemnation or eminent domain action, or administrative, governmental or other proceeding, pending or threatened, against Seller and/or affecting the ownership or use of the Property which, if decided or determined adversely, would have a material adverse effect on the ability of Seller to sell the Property pursuant to this Agreement.

(c) Seller has full right, power and authority to enter into this Agreement and to perform the obligations hereunder, and this Agreement and all other documentation required by Buyer hereunder, when duly executed and delivered, shall constitute the valid and binding obligation of Seller, enforceable in accordance with such terms. The individual executing this Agreement on behalf of Seller is authorized to do so.

(d) Seller has not retained any broker, agent or finder or agreed to pay any commissions or finders' fees in connection with this Agreement or the transfer of the Property. To the extent permitted and provided by law, Seller shall indemnify and hold harmless Buyer from liability for any fees or commissions owing pursuant to this transaction caused by breach of this representation.

(e) To the best of Seller's knowledge, no other person has any legal or equitable right to use the Property except as described in the Roxborough Easements or the Permitted Exceptions.

(f) Seller, to the best of its knowledge, is unaware of any material Property Document in its possession that Seller has not produced or made available to Buyer.

(g) To the best of Seller's knowledge, all of the Roxborough Water Rights, Roxborough Ground Water Rights, and any decrees therefor are in full force and effect and no portion of the Roxborough Water Rights have been abandoned.

(h) To the best of Seller's knowledge, (i) there has been no placement, generation, transportation, storage, release, treatment or disposal at the Property of any "Hazardous Substances," as defined herein; and (ii) Seller has not received from or given to any governmental authority or other person or entity any notice or other communication or agreement relating in any way to the presence, generation, transportation, storage, release, treatment or disposal by Seller of any Hazardous Substances on the Property. In addition, to the best of Seller's knowledge, there is

no pending, threatened litigation, proceedings or investigations before any administrative agency in which the reference, release, threat of release, placement, generation, transportation, storage, treatment or disposal in, on or under the Property, of any Hazardous Substances has been alleged. For purposes of this Agreement,

(i) “Environmental Laws” means all federal, State and local laws, whether common laws, court or administrative decisions, statutes, rules, regulations, ordinances, court orders and decrees, and administrative orders and all administrative policies and guidelines concerning action levels of a governmental authority (federal, State or local) now or hereafter in effect relating to the environment, public health, occupational safety, industrial hygiene, any Hazardous Substance (including, without limitation, the disposal, generation, manufacture, presence, processing, production, release, storage, transportation, treatment or use thereof), or the environmental conditions on, under or about the Property, as amended and as in effect from time to time (including, without limitation, the following statutes and all regulations thereunder as amended and in effect from time to time: the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601 *et seq.*; the Superfund Amendments and Reauthorization Act of 1986, Title III, 42 U.S.C. §§ 11001 *et seq.*; the Clean Air Act, 42 U.S.C. §§ 7401 *et seq.*; the Safe Drinking Water Act, 42 U.S.C. §§ 300(f) *et seq.*; the Solid Waste Disposal Act, 42 U.S.C. §§ 6901 *et seq.*; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. §§ 1801 *et seq.*; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 *et seq.*; the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 *et seq.*; the Toxic Substances Control Act of 1976, 15 U.S.C. §§ 2601 *et seq.*; and the Occupational Safety and Health Act, 29 U.S.C. §§ 651 *et seq.*; and any successor statutes and regulations to the foregoing; and

(ii) “Hazardous Substances” means (a) all chemicals, materials and substances defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants,” “contaminants” or “pollutants,” or words of similar import, under any applicable Environmental Law; and (b) all other chemicals, materials and substances, exposure to which is prohibited, limited or regulated by any governmental authority, including, without limitation, asbestos and asbestos-containing materials in any form, lead-based paint, radioactive materials, polychlorinated biphenyls (“PCBs”), and substances and compounds containing PCBs.

13. Buyer’s Representations and Warranties. Buyer represents and warrants to Seller that each of the following statements is true and correct as of the Agreement Date and will be true and correct as of the Closing Date:

(a) Buyer is a governmental entity duly formed and validly existing in the State of Colorado.

(b) Buyer has all requisite power, corporate and otherwise, to execute, deliver and perform its obligations pursuant to this Agreement, that the execution, delivery and performance of this Agreement and the documents to be executed and delivered pursuant to this Agreement have been duly authorized by it, and that upon execution and delivery, this Agreement

and all documents to be executed and delivered pursuant to this Agreement will constitute its legal, valid and binding obligation, enforceable against it in accordance with their terms.

(c) The individual executing this Agreement on behalf of Buyer is authorized to do so.

(d) Buyer has not retained any broker, agent or finder or agreed to pay any commissions or finders' fees in connection with this Agreement or the transfer of the Property. To the extent permitted and provided by law, Buyer shall indemnify and hold harmless Seller from liability for any fees or commissions owing pursuant to this transaction caused by Buyer's breach of this representation.

(e) If prior to Closing, Buyer obtains knowledge that any of the covenants, representations or warranties of Seller in this Agreement are not true or correct, and Buyer deems such inaccuracy to be material to Buyer, then Buyer shall promptly notify Seller in writing of the same in order to afford the Seller a reasonable opportunity to cure the same prior to Closing.

14. No Other Warranties. Buyer has made, and will make, its own independent inspection and investigation of the Property and the Property Documents, and, in entering into this Agreement and purchasing the Property, Buyer is relying upon and will rely solely on such inspection and investigation of the Property and the Property Documents. Except for the representations and warranties expressly set forth in (i) this Agreement, (ii) the Water Rights Opinion described in Section 6(a), and (iii) the documents executed by Seller at Closing, Buyer acknowledges and agrees that neither Seller nor anyone acting on behalf of Seller has not made, does not make and specifically negates and disclaims any representations or warranties whatsoever, whether expressed or implied, oral or written, past, present or future concerning the Property. Except as otherwise provided herein, **BUYER ACKNOWLEDGES THAT TO THE MAXIMUM EXTENT ALLOWED BY LAW, THE SALE OF THE PROPERTY WILL BE MADE IN AN "AS IS" CONDITION, WITH ALL FAULTS.** Buyer acknowledges that the Purchase Price is based in part on the fact that there are no other representations and warranties and that if Seller were required to give any additional representations and warranties the Purchase Price would be materially higher.

15. Default, Remedy and Termination.

(a) Buyer Default. It is hereby agreed that Seller's damages may be difficult to ascertain. The Earnest Money constitutes a reasonable liquidation of Seller's damages and is intended not as a penalty, but as liquidated damages. If the transaction contemplated herein is not consummated on or before the Closing Date solely as a result of the default by Buyer of its obligations hereunder, as Seller's sole and exclusive remedy, the Title Company shall pay the Earnest Money to Seller as liquidated damages and in full settlement of any claims for damages. Whereupon, Buyer shall have no further liability or obligation hereunder to Seller and no other remedy shall be available for Buyer's breach of this Agreement; provided, however, that Seller shall also be entitled to enforce Buyer's obligations that expressly survive the termination of this Agreement.

(b) Seller's Default. If the transaction contemplated herein is not consummated on or before the Closing Date solely as a result of a default by Seller of its obligations hereunder, Buyer shall be entitled to one of the following remedies as its sole and exclusive remedy: (i) the right to cancel this Agreement, in which event this Agreement shall terminate and be of no further force or effect and the Title Company will refund to Buyer the Earnest Money; or (ii) seek specific performance of this Agreement; provided however, that unless Buyer has provided written notice to Seller and the Title Company no later than ninety (90) days from the Closing Date that Buyer has elected to commence an action for specific performance, Buyer shall be deemed to have irrevocably chosen the foregoing option (i). In the event of any such termination, Seller shall be entitled to enforce Buyer's obligations that expressly survive the termination of this Agreement.

16. Miscellaneous Provisions.

(a) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado and applicable federal law.

(b) Counterparts. This Agreement may be executed in one or more counterparts, all of which together shall constitute one and the same instrument.

(c) Further Assurance. Each of the parties hereto, at any time and from time to time, will execute and deliver such further instruments and take such further action as may reasonably be requested by the other party hereto, in order to cure any defects in the execution and delivery of, or to comply with or accomplish the covenants and agreements contained in this Agreement and/or any other agreements or documents related thereto.

(d) Notices. If under the terms of this Agreement, notice is to be provided to any party, said notice shall be deemed provided upon (i) personal delivery, (ii) three (3) business days after the mailing of the same by registered or certified mail, return receipt requested, (iii) when delivered (and signed for) by an overnight delivery service, or (iv) when delivered by email transmission for which automatic confirmation or written acknowledgement has been received, addressed in each case as follows:

If to Seller: Roxborough Water and Sanitation District.
Attn: Barbara Biggs, General Manager
6222 N. Roxborough Park Road
Littleton, CO 80125
barbara@roxwater.org

With a copy to: [Icenogle Seaver Pogue, P.C.](#)
[Attn: Alan Pogue](#)
[4725 S. Monaco St., Suite 360](#)
[Denver, CO 80237](#)
apogue@isp-law.com

If to Buyer: Town of Castle Rock
Attn: Director of Castle Rock Water
175 Kellogg Court

Castle Rock, CO 80109
mmarlowe@crgov.com

with a copy to: Town of Castle Rock
Attn: Town Attorney
100 N. Wilcox Street
Castle Rock, CO 80104
mhyman@crgov.com

with a copy to: Lyons Gaddis. PC
Attn: Madoline Wallace-Gross
515 Kimbark Street, 2nd Floor
Longmont, CO 80501
mwg@lyonsgaddis.com

(As to Roxborough Water Rights and Roxborough Ground Water Rights only)

Any party may change the address to which notices should be sent by giving the other parties written notice of the new address in the manner set forth in this paragraph. A party may give any notice, instruction or communication in connection with this Agreement using any other means (including facsimile or first class mail), but no such notice, instruction or communication shall be deemed to have been delivered unless and until it is actually received by the party to whom it was sent and such party acknowledges such receipt.

(e) No Consideration of Drafter. This Agreement has been negotiated by all parties hereto and their counsel. It shall be given a fair and reasonable interpretation in accordance with its terms, without consideration or weight being given to its having been drafted by any party hereto or its counsel.

(f) Attorneys' Fees. In the event of any litigation or arbitration proceedings between the parties hereto concerning the subject matter of this Agreement, the prevailing party in such litigation or proceeding shall be awarded, in addition to the amount of any judgment or other award entered therein, the costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the litigation or proceeding.

(g) Amendment. This Agreement may be amended, altered or revoked only by written instrument executed by all of the parties to this Agreement.

(h) Survival. All representations and warranties of title to the Property in this Agreement shall merge into the representations and warranties of title in the deeds and other instruments of conveyance of the Property made in connection with the Closing. All other representations and warranties in this Agreement of Seller and Buyer shall survive the Closing for a period of two (2) years following Closing, provided any claim asserted by a party for breach of such warranties or representations within such two-year period may proceed to resolution, irrespective of the expiration of such two-year period.

(i) Assignment. This Agreement may not be assigned by either party without the prior written consent of the other.

(j) Expenses. Each party shall pay its own costs and expenses in connection with the operation under and administration of this Agreement.

(k) Waivers and Consents. All waivers and consents given hereunder shall be in writing. No waiver by any party hereto of any breach or anticipated breach of any provision hereof by any other party shall be deemed a waiver of any other contemporaneous, preceding or succeeding breach or anticipated breach, whether or not similar, on the part of the same or any other party.

(l) Entire Agreement. This Agreement represents the entire agreement between the parties and there are no oral or collateral agreements or understandings. If any other provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding and all of the remaining provisions of this Agreement shall continue in full force and effect.

(m) Rights of Third Parties. All conditions of the obligations of the parties hereto, warranties and representations, and all undertakings herein, except as otherwise provided by a written consent, are solely and exclusively for the benefit of the parties hereto, their successors and assigns and their successors-in-interest. No other person or entity shall have standing to require satisfaction of such conditions or to enforce such undertakings in accordance with their terms or be entitled to assume that any party hereto will refuse to complete the transaction contemplated hereby in the absence of strict compliance with such conditions and undertakings. No other person or, entity shall, under any circumstances, be deemed a beneficiary of such conditions or undertakings, any or all of which may be freely waived in whole or in part, by mutual consent of the parties hereto at any time, if in their sole discretion they deem it desirable to do so.

(n) Construction. Throughout this Agreement, the headings for paragraphs, section and articles used in this Agreement are included for purposes of convenience of reference only, and shall not affect the construction or interpretation of any of its terms; the singular shall include the plural and the plural shall include the singular; all genders shall be deemed to include other genders, wherever the context so requires; and the terms “including,” “include” or derivatives thereof, unless otherwise specified, shall be interpreted in as broad a sense as possible to mean “including, but not limited to,” or “including, by way of example and not limitation.”

(o) Exhibits. All schedules, exhibits and addenda attached to this Agreement and referred to herein shall for all purposes be deemed to be incorporated in this Agreement by this reference and made a part of this Agreement.

(p) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(q) Recordation. Neither this Agreement or any memorandum or extract hereof shall be recorded. Any recording by or on behalf of Buyer without the written consent of Seller will be a breach by Buyer for which there is no right to cure and for which Seller may terminate this Agreement.

[Signature pages to follow]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Agreement Date.

SELLER:

ROXBOROUGH WATER AND SANITATION DISTRICT
a Colorado special district and political subdivision

By: _____
Barbara Biggs, General Manager

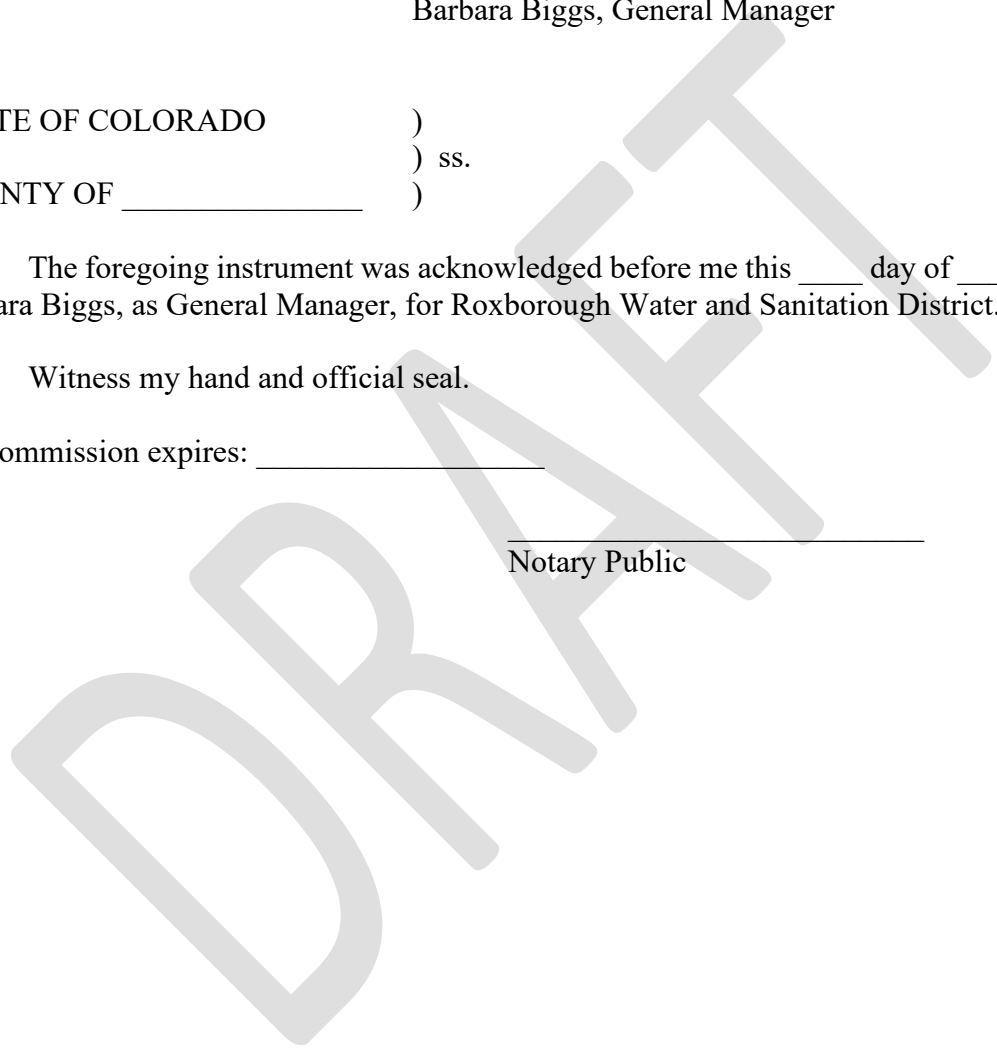
STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by Barbara Biggs, as General Manager, for Roxborough Water and Sanitation District.

Witness my hand and official seal.

My commission expires: _____

Notary Public



TOWN:

TOWN OF CASTLE ROCK,
acting by and through the Town of Castle Rock
Water Enterprise

ATTEST:

Lisa Anderson, Town Clerk

Jason Gray, Mayor

Approved as to form:

Approved as to content:

Michael J. Hyman, Town Attorney

Mark Marlowe, Director of Castle Rock Water

DRAFT