



ROXBOROUGH WATER AND SANITATION DISTRICT

The Roxborough Water & Sanitation District and Plum Valley Heights Subdistrict of the Roxborough Water & Sanitation District Regular Board meeting and Budget Hearing will be held in the Community Room at the West Metro Fire Station #15 located at 6222 N Roxborough Park Rd, Littleton, CO 80125

This meeting can also be accessed via video conference at **ZOOM Meeting ID 895 9942 4262**
Password: 434101

Date: Wednesday, July 21, 2021
Time 8:00 am

Board of Directors
Keith Lehmann
Ken Maas
Dave Bane
Christine Thomas
Stephen Throneberry

Term Expiration
5/2022
5/2023
5/2023
5/2022
5/2022

- I. Call to Order/Declaration of Quorum/Disclosure of Conflicts of Interest
- II. Public Comment on items not on Agenda

CONVENE AS THE BOARD OF THE PLUM VALLEY HEIGHTS (PVH) SUBDISTRICT OF THE RWSD

- III. Consent Agenda
 - a. Approve the Minutes of the Regular Meeting of the PVH Subdistrict which is contained in and is part of the Minutes of the Roxborough Water & Sanitation District Minutes for the Regular Meeting on June 16, 2021.
- IV. Staff Reports
 - a. General Manager's Report
 - b. Financial Reports
- V. **Board Action Items**

ADJOURN AS THE PVH SUBDISTRICT OF RWSD AND CONVENE AS THE RWSD BOARD

- VI. Consent Agenda
 - a. Approve the Minutes of the Regular Meeting of the RWSD on June 16, 2021.
 - b. Ratify Payrolls for June 30 and July 15, 2021
 - c. Ratify Payments since June 16, 2021 #
 - d. Approve Payments of Claims: Checks#
 - e. Approve Pay App #2 Brannan Construction in the amount of \$47,365.51
 - f. Approve Change Order #1 Brannan Construction in the amount of \$16,961.25 and add 2 days to Milestone 1
- VII. 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
- VIII. **Board Action Items:**
 - a. **Terminate April 2020 Emergency Declaration**
 - b. **Approve Agreement with HDR Engineering, Inc. for a Filter Optimization Study at the Water Treatment Plant and Authorize the General Manager to Execute the Agreement**
 - c. **Approve Dominion Water and Sanitation District High Zone Pump Change Order Award with Reynolds Construction**
 - d. **Executive Session to Discuss Water Rights Matters**
- IX. **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 SUB-DISTRICT OF
ROXBOROUGH WATER AND SANITATION DISTRICT
HELD
JUNE 16, 2021**

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 was held on June 16 2021 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: Keith Lehmann President
Ken Maas Vice President
Dave Bane Secretary
Christine Thomas Treasurer
Stephen Throneberry Assistant Secretary

Consultants: Bill Goetz, TST Infrastructure, LLC
Anna Wool, Esq. Icenogle Seaver Pogue, PC
Ted Snailum, TWS Financial
Jason Adams, Adams Group
Ryan Graham, Adams Group

RWSD Employees: Barbara Biggs
Cindy Taylor
Lucie Taylor
Mike Marcum
Mary Beth Chandler
Lisa Hoover

CALL TO ORDER: The meeting was called to order at 8:02 a.m. by Director Lehmann. It was also established that a quorum was in attendance and there were no conflicts of interest to disclose.

PLUM VALLEY HEIGHTS SUBDISTRICT:

Upon a motion by Director Lehmann, second by Director Throneberry 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 Maas and a unanimous vote, the Board approved the Consent Agenda which consisted of:

- A. Approve 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 May 19, 2021 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:

Mr. Snailum presented the April 30, 2021 Financial Recap for Plum Valley Heights. Upon a motion from Director Thomas, second by Director Bane and a unanimous vote, the Board approved the financial report for Plum Valley Heights.

Board Action Items: none

ADJOURN AS THE PVH SUBDISTRICT OF RWSD AND CONVENE AS THE RWSD BOARD

ROXBOROUGH WATER AND SANITATION DISTRICT

Upon a motion by Director Thomas, second by Director Bane and a unanimous vote, the Board adjourned and reconvened as the Roxborough Water and Sanitation District.

CONSENT AGENDA:

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

- A. Approval of the Minutes of the Regular Meeting of the RWSD on May 19, 2021
- B. Ratify Payrolls for May 31, 2021 and June 15, 2021
- C. Ratify Payments since May 19, 2021 #100570-100595,100597-100602,100604 -100612,100617-100620,100627, 100633, 100635, 100638.
- D. Approve Payments of Claims: Check #100596,100603,100613-100616,100621-100626,100628-100632, 100634, 100636-100637, 100639-100655-100656
- E. Approve Pay App #1 Brannan Construction in the amount of \$69,403.37.

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:

Ms. Wool indicated there was no legal report other than matters included as action items on the agenda.

OPERATIONS:

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

ENGINEERING:

Mr. Goetz gave the engineering status report to the Board. A copy of Mr. Goetz' report is attached to these minutes.

FINANCIAL RWSD:

Mr. Snailum presented the April 30, 2021 RWSD Financial Statements to the Board. Upon a motion by Director Thomas, second by Director Bane and unanimous vote by the Board, the financial report was approved.

ADMINISTRATIVE UPDATE:

Ms. Cindy Taylor provided the administrative update, and a copy is attached to these minutes.

2020 AUDIT PRESENTATION

Mr. Jason Adams and Mr. Ryan Graham of The Adams Group presented the 2020 Audit Report for the District and Subdistrict.

BOARD ACTION ITEMS:

- A. Public Hearing on 2020 Budget Amendment:** Upon motion Director Thomas, second by Director Bane the Public Hearing on the 2020 Budget Amendment was opened. There being no public comments on the Budget Amendment, upon a motion by Director Thomas, second by Director Bane and unanimous vote by the Board, the public hearing was closed.
- B. Approve Resolution 21-06-02 to Amend the 2020 Budget:** Upon a motion by Director Thomas, second by Director Bane and unanimous vote by the Board, Resolution 21-06-02 amending the 2020 Budget was approved.
- C. Approve the 2020 Audit as presented by the Adams Group:** Upon a motion by Director Thomas, second by Director Bane and unanimous vote by the Board, the Board approved the 2020 Audit and directed The Adams Group to file the Audit Report with the Colorado State Auditor.
- D. Approve Amendment to the Facilities Relocation Agreement with Sterling Ranch CAB for the RWSD 12" North Loop Water line:** Upon a motion by Director Thomas, second by Director Bane and unanimous vote by the Board, the Amendment to the Facilities Relocation Agreement with Sterling Ranch CAB for the RWSD 12" North Loop Water Line was approved.
- E. Approval of Easement Agreement with Sterling Ranch CAB for the Relocated 12" North Loop Water Line:** Upon a motion by Director Thomas, second by Director Bane and unanimous vote by the Board, the Easement Agreement with Sterling Ranch CAB for the Relocated 12" North Loop Water Line was approved.

ADJOURN:

Upon a motion by Director Thomas, second by Director Bane, the Board voted to adjourn the regular meeting of the Board of Directors. Meeting adjourned at 9:43 AM.

Secretary of the meeting: _____

General Manager's Report
Plum Valley Heights Subdistrict of Roxborough Water and Sanitation District
June 16, 2021

Inclusions:

- Continue to work with Valley View Christian Church on proposed inclusion.
 - We received Inclusion Petitions for 4 EQRs including Inclusion Fee of \$3,700 (\$3,200 RWSD; \$500 Subdistrict).
 - Church has selected an alignment for a water line to meet indoor water use and fire protection that runs between two residential lots from the water main in W. Lakeside Dr.
 - Costs range from \$330,000 for a 3-inch to \$740,000 for an 8-inch
 - South Metro Fire Rescue approved continued use of the Church's existing fire protection system with cisterns filled by the 3-inch water service line.
 - An 8-inch water line will serve a hydrant, a 1-1/2 inch meter to meet the indoor use, and allow the Church to decommission its cistern system for fire protection.
 - The Church would own the water line from the main to their property and will be responsible to obtain an easement from the property owners on W. Lakeside Dr.
- Two additional proposals for development within the Titan Road Industrial Park have not provided additional plans or proposals for review and approval. RWSD staff will do periodic drive throughs to make sure development isn't occurring without approval.
- RWSD staff is working with TST to review operation of the distribution system in Chatfield East/Acres and balance flow through the 3 master meters with Centennial Water & Sanitation District.

**Roxborough Water and Sanitation - PVH
Financial Recap
May 31, 2021**

General Fund

1. Property taxes collected for the month total \$ 110,618
2. Specific ownership taxes collected for the month total \$ 3,871
3. Accounting expenses \$ 1000



ROXBOROUGH WATER AND SANITATION DISTRICT

The Roxborough Water & Sanitation District and Plum Valley Heights Subdistrict of the Roxborough Water & Sanitation District Regular Board meeting and Budget Hearing will be held in the Community Room at the West Metro Fire Station #15 located at 6222 N Roxborough Park Rd, Littleton, CO 80125

This meeting can also be accessed via video conference at **ZOOM Meeting ID 895 9942 4262**
Password: 434101

Date: Wednesday, July 21, 2021
Time 8:00 am

Board of Directors	Term Expiration
Keith Lehmann	5/2022
Ken Maas	5/2023
Dave Bane	5/2023
Christine Thomas	5/2022
Stephen Throneberry	5/2022

- I. Call to Order/Declaration of Quorum/Disclosure of Conflicts of Interest
- II. Public Comment on items not on Agenda

CONVENE AS THE BOARD OF THE PLUM VALLEY HEIGHTS (PVH) SUBDISTRICT OF THE RWSD

- III. Consent Agenda
 - a. Approve the Minutes of the Regular Meeting of the PVH Subdistrict which is contained in and is part of the Minutes of the Roxborough Water & Sanitation District Minutes for the Regular Meeting on June 16, 2021.
- IV. Staff Reports
 - a. General Manager's Report
 - b. Financial Reports
- V. **Board Action Items**

ADJOURN AS THE PVH SUBDISTRICT OF RWSD AND CONVENE AS THE RWSD BOARD

- VI. Consent Agenda
 - a. Approve the Minutes of the Regular Meeting of the RWSD on June 16, 2021.
 - b. Ratify Payrolls for June 30 and July 15, 2021
 - c. Ratify Payments since June 16, 2021 #
 - d. Approve Payments of Claims: Checks#
 - e. Approve Pay App #2 Brannan Construction in the amount of \$47,365.51
 - f. Approve Change Order #1 Brannan Construction in the amount of \$16,961.25 and add 2 days to Milestone 1
- VII. 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
- VIII. **Board Action Items:**
 - a. **Terminate April 2020 Emergency Declaration**
 - b. **Approve Agreement with HDR Engineering, Inc. for a Filter Optimization Study at the Water Treatment Plant and Authorize General Manager to Execute the Agreement**
 - c. **Approve Dominion Water and Sanitation District High Zone Pump Change Order Award with Reynolds Construction**
 - d. **Executive Session to Discuss Water Rights Matters**
- IX. **Adjourn**

Contractor's Application for Payment No. 2

	Application Period: 6/1/2021 through 6/30/21	Application Date: 6/30/2021
To (Owner): Roxborough Water and Sanitation District	From (Contractor): Brannan Construction Company	Via (Engineer): TST Infrastructure, LLC
Project: Rock Wren Water and Sewer Replacement	Contract: Rock Wren Water and Sewer Replacement	
Owner's Contract No.: n/a	Contractor's Project No.:	Engineer's Project No.: 001.367.02

Application For Payment Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
CO #1 (Pending)	\$16,961.25	
TOTALS	\$16,961.25	
NET CHANGE BY CHANGE ORDERS	\$16,961.25	

1. ORIGINAL CONTRACT PRICE.....	\$ 393,552.56
2. Net change by Change Orders.....	\$ 16,961.25
3. Current Contract Price (Line 1 ± 2).....	\$ 410,513.81
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates).....	\$ 122,943.03
5. RETAINAGE:	
a. 5% X \$122,943.03 Work Completed.....	\$ 6,147.15
b. 5% X _____ Stored Material.....	\$ _____
c. Total Retainage (Line 5.a + Line 5.b).....	\$ 6,147.15
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ 116,795.88
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ 69,430.37
8. AMOUNT DUE THIS APPLICATION.....	\$ 47,365.51
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above).....	\$ 293,717.93

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 **Brannan Construction Co.**

By:  Date: July 9, 2021

Payment of: \$ 47,365.51
(Line 8 or other - attach explanation of the other amount)

is recommended by:  July 12, 2021 | 5:29:11 PM
AB35BE877B24A9... (Engineer) (Date)

Payment of: \$ 47,365.51
(Line 8 or other - attach explanation of the other amount)

is approved by:  July 13, 2021 | 7:37:19 AM
1A8855CAD7E241B... (Owner) (Date)

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

Progress Estimate

Contractor's Application

For (Contract): Rock Wren Water and Sewer Replacement										Application Number 2		2											
Application Period: 6/1/2021 through 6/30/21										Application Date: 6/30/2021													
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)			
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							
General Items																							
1	Performance and Payment Bonds			1	LS	\$ 4,211.15	\$4,211.15	1	\$4,211.15			1	\$4,211.15						\$4,211.15	100.0%			
2	Insurance			1	LS	\$ 139.60	\$139.60	1	\$139.60			1	\$139.60						\$139.60	100.0%			
3	Submittals			1	LS	\$ 129.86	\$129.86	1	\$129.86			1	\$129.86						\$129.86	100.0%			
4	Grading, Erosion, and Sediment Control Permit			1	LS	\$ 383.89	\$383.89	0.69	\$265.00			0.690	\$265.00						\$265.00	69.0%	\$118.89		
5	Right-of-Way Permit			1	LS	\$ 697.99	\$697.99	0.72	\$500.00			0.72	\$500.00						\$500.00	72.0%	\$197.99		
6	Other Permits			1	LS	\$ 348.99	\$348.99														\$348.99		
7	Contractor Mobilization and Staging			1	LS	\$ 15,261.92	\$15,261.92	0.5	\$7,630.96			0.5	\$7,630.96						\$7,630.96	50.0%	\$7,630.96		
8	Temporary Residential Parking Area Preparation			1	LS	\$ 16,271.58	\$16,271.58	1	\$16,271.58			1	\$16,271.58						\$16,271.58	100.0%			
9	Temporary Residential Parking Area Demolition			1	LS	\$ 7,565.26	\$7,565.26														\$7,565.26		
10	Temporary Homeowner Access from Temporary Parking to Rock Wren			1	LS	\$ 1,197.87	\$1,197.87	1	\$1,197.87			1	\$1,197.87						\$1,197.87	100.0%			
11	Traffic Control			1	LS	\$ 22,075.81	\$22,075.81														\$22,075.81		
12	Construction Survey			597	LF	\$ 10.88	\$6,495.36	597	\$6,495.36			597	\$6,495.36						\$6,495.36	100.0%			
13	As-Built Survey			597	LF	\$ 10.60	\$6,328.20														\$6,328.20		
Temporary Water Line Installation																							
14	3-inch Temporary Water System Piping			9	EA	\$ 2,088.92	\$18,800.28	9	\$18,800.28			9	\$18,800.28						\$18,800.28	100.0%			
15	Water Service Line Connection to Temporary Water Line			9	EA	\$ 746.35	\$6,717.15	9	\$6,717.15			9	\$6,717.15						\$6,717.15	100.0%			
Sewer Line Replacement																							
16	8-inch PVC Sewer Line, 0 to 12 Feet Deep			297	LF	\$ 66.70	\$19,899.90			56	\$3,735.20	56	\$3,735.20						\$3,735.20	\$3,735.20	18.9%	\$16,074.70	
17	Additional 0 to 4 Feet of Trench Depth - 8-inch Sewer Line			297	LF	\$ 10.91	\$3,240.27			56	\$610.96	56	\$610.96						\$610.96	\$610.96	18.9%	\$2,629.31	
18	Additional 4 or More Feet of Trench Depth - 8-inch Sewer Line			297	LF	\$ 10.91	\$3,240.27			56	\$610.96	56	\$610.96						\$610.96	\$610.96	18.9%	\$2,629.31	
19	6-inch PVC Sewer Line			45	LF	\$ 96.61	\$4,347.45															\$4,347.45	
20	6-inch Cleanout			2	EA	\$ 1,057.99	\$2,115.98															\$2,115.98	
21	Manhole MH-AB-2A with Cast-in-Place Base			1	EA	\$ 9,924.58	\$9,924.58	1	\$9,924.58			1	\$9,924.58						\$9,924.58	\$9,924.58	100.0%		
22	4-foot Diameter Manhole			3	EA	\$ 8,429.24	\$25,287.72															\$25,287.72	
23	Remove Existing 4-foot Diameter Manhole			1	EA	\$ 2,403.23	\$2,403.23															\$2,403.23	
24	Flow Fill Existing Sewer Main			300	LF	\$ 16.61	\$4,983.00															\$4,983.00	
25	Service Line Reconnection to New 6" and 8" Sanitary Sewer			9	EA	\$ 1,759.33	\$15,833.97															\$15,833.97	
26	Video Inspection of Sewer Line			342	LF	\$ 9.84	\$3,365.28															\$3,365.28	
Water Line Replacement																							
27	8-inch DIP Water Line, 0 to 8 Feet Deep			300	LF	\$ 77.15	\$23,145.00															\$23,145.00	
28	8-inch DIP Bends			2	EA	\$ 693.88	\$1,387.76															\$1,387.76	
29	8-inch Gate Valves			3	EA	\$ 2,131.86	\$6,395.58			3	\$6,395.58	3	\$6,395.58						\$6,395.58	\$6,395.58	100.0%		
30	8-inch Water Main Connection			1	LS	\$ 6,469.90	\$6,469.90			1	\$6,469.90	1	\$6,469.90						\$6,469.90	\$6,469.90	100.0%		
31	Remove and Dispose of Existing 4" Asbestos Cement (AC) Pipe			300	LF	\$ 33.71	\$10,113.00			42	\$1,415.82	42	\$1,415.82						\$1,415.82	\$1,415.82	14.0%	\$8,697.18	
32	Fire Hydrant Assembly			1	EA	\$ 9,511.04	\$9,511.04															\$9,511.04	
33	2" Blowoff Assembly			1	EA	\$ 3,552.93	\$3,552.93															\$3,552.93	
34	Water Service Line Connection to New 8" Water Main			9	EA	\$ 1,230.24	\$11,072.16															\$11,072.16	
Asphalt and Earthwork																							
35	Install Temporary Gravel Access Road - Sewer			572	SY	\$ 15.42	\$ 8,820.24			188.76	\$2,910.68	188.76	\$2,910.68						\$2,910.68	\$2,910.68	33.0%	\$5,909.56	
36	Install Temporary Gravel Access Road - Water			564	SY	\$ 15.53	\$ 8,758.92															\$8,758.92	
37	Remove and Dispose of Asphalt			1371	SY	\$ 10.41	\$14,272.11															\$14,272.11	
38	Asphalt Surface Replacement 5" Deep			6855	SY1	\$ 6.23	\$ 42,706.65															\$42,706.65	
Grading, Erosion, and Sediment Control																							
39	Vehicle Tracking Pad			1	EA	\$ 3,863.27	\$ 3,863.27	1	\$3,863.27			1	\$3,863.27						\$3,863.27	\$3,863.27	100.0%		
40	Construction Fence			1155	LF	\$ 1.95	\$ 2,252.25	1025	\$1,998.75			1025	\$1,998.75						\$1,998.75	\$1,998.75	88.7%	\$253.50	
41	Silt Fence			1155	LF	\$ 1.43	\$ 1,651.65	1131	\$1,617.33			1131	\$1,617.33						\$1,617.33	\$1,617.33	97.9%	\$34.32	
42	Sediment Control Log			427	LF	\$ 3.05	\$ 1,302.35			270	\$823.50	270	\$823.50						\$823.50	\$823.50	63.2%	\$478.85	
43	Seeding and Mulching			0.68	AC	\$ 2,363.40	\$ 1,607.11															\$1,607.11	
44	Site and Landscape Restoration			1	LS	\$ 3,246.45	\$ 3,246.45															\$3,246.45	
45	Additional GESC BMP's			1	LS	\$ 6,492.88	\$ 6,492.88	0.5	\$3,246.44			0.5	\$3,246.44						\$3,246.44	\$3,246.44	50.0%	\$3,246.44	
Provisional Items																							
46	Trench Stabilization Rock - Provisional Item			25	CY	\$ 89.49	\$ 2,237.25															\$2,237.25	
47	Road Base - Provisional Item			150	CY	\$ 26.44	\$ 3,966.00															\$3,966.00	
48	Export Unsuitable Material			50	CY	\$ 63.68	\$ 3,184.00															\$3,184.00	
49	Import Backfill Material			50	CY	\$ 89.09	\$ 4,454.50															\$4,454.50	
50	Rock Excavation			100	CY	\$ 119.13	\$ 11,913.00															\$11,913.00	
Change Orders																							
CO #1, Item #1	WCD #1 - Temp Water Service Line Connections			1	LS	\$ 16,961.25	\$ 16,961.25			1	\$16,961.25	1	\$16,961.25						\$16,961.25	\$16,961.25	100.0%		
Totals							\$410,513.81				\$73,084.60		\$49,858.43						\$122,943.03	\$49,858.43	\$122,943.03	29.9%	\$287,570.78



Change Order No. 01

Date of Issuance: 7/21/2021	Effective Date: 07/21/2021
Owner: Roxborough Water and Sanitation District	Owner's Contract No.: N/A
Contractor: Brannan Construction Company	Contractor's Project No.: 21008
Engineer: TST Infrastructure, LLC	Engineer's Project No.: 001.367.02
Project: Rock Wren Water and Sewer Replacement	Contract Name: Rock Wren Water and Sewer Replacement

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

Description:

1. The locations for the water services were unknown causing additional time and effort to find and locate them. Additional cost for locating and connecting the water service lines to the temporary water system includes equipment, labor, a private locator service, and a pothole truck to excavate for the last service to the curb stop. See attached WCD #1.	Add \$16,961.25
	Add 2 days to Milestone 1 only

Total Change Order No. 1:

Add \$16,961.25
Add 2 days to Milestone 1 only

Attachments: WCD #01 with attached Brannan Construction Company Change Order #1 dated 06/15/2021



CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>393,552.56</u>	Original Contract Times: Milestone 1: <u>May 26, 2021</u> Milestone 2: <u>July 3, 2021</u> Milestone 3: <u>July 10, 2021</u> Substantial Completion: <u>July 13, 2021</u> Ready for Final Payment: <u>August 12, 2021</u> _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>-</u> to No. <u>-</u> : \$ <u>0.00</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> Milestone 2: <u>N/A</u> Milestone 3: <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>393,552.56</u>	Contract Times prior to this Change Order: Milestone 1: <u>May 26, 2021</u> Milestone 2: <u>July 3, 2021</u> Milestone 3: <u>July 10, 2021</u> Substantial Completion: <u>July 13, 2021</u> Ready for Final Payment: <u>August 12, 2021</u> _____ days or dates
Increase of this Change Order: \$ <u>16,961.25</u>	Increase of this Change Order: Milestone 1: <u>2 days</u> Milestone 2: <u>0 days</u> Milestone 3: <u>0 days</u> Substantial Completion: <u>0 days</u> Ready for Final Payment: <u>0 days</u> _____ days or dates
Contract Price incorporating this Change Order: \$ <u>410,513.81</u>	Contract Times with all approved Change Orders: Milestone 1: <u>May 28, 2021</u> Milestone 2: <u>July 3, 2021</u> Milestone 3: <u>July 10, 2021</u> Substantial Completion: <u>July 13, 2021</u> Ready for Final Payment: <u>August 12, 2021</u> _____ days or dates

<p>RECOMMENDED:</p> <p>By: <u></u> <small>DocuSigned by: M. C. [unclear]</small> Engineer (if required)</p> <p>Title: <u>Principal</u></p> <p>Date: <u>July 13, 2021 12:12:44 PM MDT</u></p>	<p>ACCEPTED:</p> <p>By: <u></u> <small>DocuSigned by: M. [unclear]</small> Owner (Authorized Signature)</p> <p>Title: <u>Director of Operations</u></p> <p>Date: <u>July 13, 2021 12:45:01 PM MDT</u></p>	<p>ACCEPTED:</p> <p>By: <u></u> <small>DocuSigned by: Paul McDonald</small> Contractor (Authorized Signature)</p> <p>Title: <u>Project Manager</u></p> <p>Date: <u>July 13, 2021 12:13:50 PM MDT</u></p>
---	--	---

Approved by Funding Agency (if applicable)

By: _____ Date: _____

Title: _____



Work Change Directive No. 01

Date of Issuance:	May 28, 2021	Effective Date:	May 28, 2021
Owner:	Roxborough Water and Sanitation District	Owner's Contract No.:	N/A
Contractor:	Brannan Construction Co.	Contractor's Project No.:	
Engineer:	TST Infrastructure, LLC	Engineer's Project No.:	001.367.02
Project:	Rock Wren Water and Sewer Replacement	Contract Name:	Rock Wren Water and Sewer Replacement

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

Description:

Because of difficulty in locating existing water service lines in Rock Wren due to conditions outside of Brannan's control, Brannan is directed to continue connections of water service lines to the temporary water line using resources necessary to accomplish the connections, including but not limited to buried utility locating services and potholing services.

Attachments: *[List documents supporting change]*
Email from Paul McDonald dated 5/26/2021

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: *[check one or both of the following]*

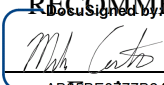
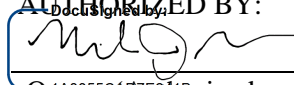
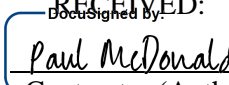
- Non-agreement on pricing of proposed change.
- Necessity to proceed for schedule or other Project reasons.

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

Contract Price	\$ TBD	[increase] [decrease].
Contract Time	TBD	[increase] [decrease].

Basis of estimated change in Contract Price:

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

<p>RECOMMENDED: By: <u></u> AB15F8177B24A9 Engineer (Authorized Signature)</p> <p>Title: <u>Principal</u></p> <p>Date: <u>May 28, 2021 3:28:54 PM MDT</u></p>	<p>AUTHORIZED BY: By: <u></u> 148855CA07E241B Owner (Authorized Signature)</p> <p>Title: <u>Director of Operations</u></p> <p>Date: <u>May 28, 2021 3:35:35 PM MDT</u></p>	<p>RECEIVED: By: <u></u> Contractor (Authorized Signature)</p> <p>Title: <u>Project Manager</u></p> <p>Date: <u>June 1, 2021 9:04:19 AM MDT</u></p>
---	---	---

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

Joel Catlin

From: Paul McDonald <pmcdonald@brannan1.com>
Sent: Wednesday, May 26, 2021 2:01 PM
To: Tanner Ford
Cc: Joel Catlin; Michael Gerstner; Joseph Santaniello
Subject: Water Services Locations

Tanner,

As you already know the locates for most of the water services are incorrect. We have found services 8'-9' deep rather than standard bury, one location was located but did not have anything in the ground, and a third location the line ended up being 20' off the locate marks. We are bringing in Daylight Locate Services this afternoon to help get this sorted out. That being said, it does not look like we will be able to finish up these services today.

Please let this email be notice/request for an extension to today's milestone due to these conditions outside of our control.

Thanks,

Paul McDonald
Brannan Construction Co.
Cell: 303.332.5131



BRANNAN CONSTRUCTION COMPANY

CO 1

Brannan Construction Company
2500 E Brannan Way
Denver, CO 80229
303-273-9382
303-273-9354

Brannan Job Number: 21008
Change Order: 1
Change Order Date: 5/26/2021
Contract Number: _____
Date: 6/9/2021
Revised: 6/15/2021

Initiated By:
Contractor
Owner/Eng
Serial # _____

Owner: Roxborough Water and Sanitation
Cust No. _____

Project: Rock Wren Water and Sanitary Replacement
Location: Rock Wren

Description of Change Order:

Per WCD 01, the locations for the water services were drastically incorrect causing additional time and effort to find and locate them. Temp Service swaps began on 5/25 and should have taken one full day to complete. Total time trying to locate these services was nearly 4 days, a private locator service, and a pothole truck to excavate for the last service to the curb stop. Please see below and attached for our cost breakdown for this work.

CHANGE ORDER DETAIL

Item	Description	Quantity	Unit of Measure	Unit Price	Extended Price
001	Temp Water Services	1	LS	\$16,961.25	\$ 16,961.25
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ 16,961.25

Original Contract Value \$ 393,552.56
Previous Change Orders \$ -
Current Change Order Value \$ 16,961.25
Total Change Orders \$ 16,961.25
Revised Contract Value \$ 410,513.81

NOT VALID UNTIL SIGNED BY OWNER & CONTRACTOR

General Contractor
Brannan Construction Company
2500 E Brannan Way
Denver, CO 80229
303-853-5120

Owner
RWSD / TST Infrastructure

Note:
Above work is to 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 form.

Paul McDonald (Esign)
Name: Paul McDonald
Title: Project Manager
Date: 6/15/2021

Name:
Title:
Date:

BRANNAN CONSTRUCTION COMPANY

PROJECT: Rock Wren W&S R&R
 LOCATION: Rock Wren
 SUPERVISOR: Joe Santaniello

DATE: 5/26/2021

Equipment DESCRIPTION	F.A. RATE		TOTAL
	Units		
Ford 250 - With Tool Package	6.00	\$ 42.00	\$ 252.00
Ford 450	6.00	\$ 60.00	\$ 360.00
Skid Steer Cat 246B	6.00	\$ 78.00	\$ 468.00
Wheel Loader			
Cat Rental	6.00	\$ 100.00	\$ 600.00
Trench Boxes		\$ 20.00	\$ -
Mini- Excavator	6.00	\$ 110.00	\$ 660.00
			\$ -
			\$ -
			\$ -
			\$ -
SUBTOTAL			\$ 2,340.00

Labor NAME	CLASS	O.T. HOURS		O.T. RATE		TOTAL
		REG HOURS	REG RATE	REG HOURS	REG RATE	
Paul McDonald	PM	1.50	\$ 100.00			\$ 150.00
						\$ -
Joe Santaniello	Superintendent	6.00	\$ 95.00			\$ 570.00
						\$ -
Derek Zabinski	Foreman	6.00	\$ 69.00			\$ 414.00
						\$ -
Ernesto Quezada	Operator/pipela	6.00	\$ 65.00			\$ 390.00
James Kramp	Operator	6.00	\$ 65.00			\$ 390.00
Tucker Lee	Operator	6.00	\$ 65.00			\$ 390.00
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
Demetrius Kelly	Laborer	6.00	\$ 48.00			\$ 288.00
	Laborer		\$ 48.00			\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
SUBTOTAL						\$ 2,592.00

MATERIALS	QUANTITY	UNIT	PRICE	TOTALS
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
SUBTOTAL				\$ -

SUBCONTRACTORS	QUANTITY	UNIT	PRICE	TOTAL
Daylight Utility Locator	3.00	HR	\$ 126.50	\$ 379.50
				\$ -
SUBTOTAL				\$ 379.50

BILLING SUMMARY:

	COST	MU%	BILLING
LABOR	\$ 2,592.00	15%	\$ 2,980.80
MATERIAL	\$ -	15%	\$ -
EQUIPMENT	\$ 2,340.00	15%	\$ 2,691.00
SUBS	\$ 379.50	5%	\$ 398.48

TOTAL BILLING **\$ 6,070.28**

DESCRIPTION OF WORK PERFORMED:

5/25 three services were completed (11190, 11220, 11230). Began work on a fourth but dropped back to another service to better coordinate with a homeowner's driveway access. 5/26 completed two services (11204, 11179) and started to dig for the next one but could not locate it. Found the service 11' off a locate mark but this service line was actually for the adjacent home. Brannan brought Daylight Utility Locators in to help find the water services with mixed success. One locate indicated the line went from one home to an adjacent curb stop, likely due to interference of other utilities in the ground.

Actual hours worked on 5/26 were 11.5, three hours were not counted on this CO due to the late mini-excavator delivery 5/25.

BRANNAN CONSTRUCTION COMPANY

PROJECT: Rock Wren W&S R&R
 LOCATION: Rock Wren
 SUPERVISOR: Joe Santaniello

DATE: 5/27/2021

Equipment DESCRIPTION	Units	F.A. RATE	TOTAL
Ford 250 - With Tool Package	3.00	\$ 42.00	\$ 126.00
Ford 450	3.00	\$ 60.00	\$ 180.00
Skid Steer Cat 246B	3.00	\$ 78.00	\$ 234.00
Wheel Loader			
Cat Rental	3.00	\$ 100.00	\$ 300.00
Trench Boxes		\$ 20.00	\$ -
Mini- Excavator	3.00	\$ 110.00	\$ 330.00
			\$ -
			\$ -
			\$ -
			\$ -
SUBTOTAL			\$ 1,170.00

Labor NAME	CLASS	O.T. HOURS		TOTAL
		REG HOURS	REG RATE	
Paul McDonald	PM	1.50	\$ 100.00	\$ 150.00
				\$ -
Joe Santaniello	Superintendent	3.00	\$ 95.00	\$ 285.00
				\$ -
Derek Zabinski	Foreman	3.00	\$ 69.00	\$ 207.00
				\$ -
Ernesto Quezada	Operator/pipela	3.00	\$ 65.00	\$ 195.00
James Kramp	Operator	3.00	\$ 65.00	\$ 195.00
Tucker Lee	Operator	3.00	\$ 65.00	\$ 195.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Demetrius Kelly	Laborer	3.00	\$ 48.00	\$ 144.00
	Laborer		\$ 48.00	\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
SUBTOTAL				\$ 1,371.00

MATERIALS	QUANTITY	UNIT	PRICE	TOTALS
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
SUBTOTAL				\$ -

SUBCONTRACTORS	QUANTITY	UNIT	PRICE	TOTAL
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
SUBTOTAL				\$ -

BILLING SUMMARY:

	COST	MU%	BILLING
LABOR	\$ 1,371.00	15%	\$ 1,576.65
MATERIAL	\$ -	15%	\$ -
EQUIPMENT	\$ 1,170.00	15%	\$ 1,345.50
SUBS	\$ -	5%	\$ -

TOTAL BILLING **\$ 2,922.15**

DESCRIPTION OF WORK PERFORMED:

5/27 three services were completed (11229, 11199, 11169). The third location the locate was liner but the service actually curved and tapped further down the main. Additional excavation was needed towards the curb stop to then follow the line to the edge of asphalt.

BRANNAN CONSTRUCTION COMPANY

PROJECT: Rock Wren W&S R&R
 LOCATION: Rock Wren
 SUPERVISOR: Joe Santaniello

DATE: 5/28/2021

Equipment DESCRIPTION	F.A. RATE		TOTAL
	Units		
Ford 250 - With Tool Package	7.00	\$ 42.00	\$ 294.00
Ford 450	7.00	\$ 60.00	\$ 420.00
Skid Steer Cat 246B	7.00	\$ 78.00	\$ 546.00
Wheel Loader			
Cat Rental	7.00	\$ 100.00	\$ 700.00
Trench Boxes		\$ 20.00	\$ -
Mini- Excavator	7.00	\$ 110.00	\$ 770.00
			\$ -
			\$ -
			\$ -
			\$ -
SUBTOTAL			\$ 2,730.00

Labor NAME	CLASS	O.T. HOURS		O.T. RATE		TOTAL
		REG HOURS	REG RATE	REG RATE		
Paul McDonald	PM	1.00	\$ 100.00		\$ 100.00	
Joe Santaniello	Superintendent	7.00	\$ 95.00		\$ 665.00	
Derek Zabinski	Foreman	7.00	\$ 69.00		\$ 483.00	
Ernesto Quezada	Operator/pipela	7.00	\$ 65.00		\$ 455.00	
James Kramp	Operator	7.00	\$ 65.00		\$ 455.00	
Tucker Lee	Operator	7.00	\$ 65.00		\$ 455.00	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
Demetrius Kelly	Laborer		\$ 48.00		\$ -	
Joe Archuleta	Laborer	7.00	\$ 48.00		\$ 336.00	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
SUBTOTAL					\$ 2,949.00	

MATERIALS	QUANTITY	UNIT	PRICE	TOTALS
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
SUBTOTAL				\$ -

SUBCONTRACTORS	QUANTITY	UNIT	PRICE	TOTAL
Kinetic Industry - Potholing	1.00	LS	\$ 1,369.50	\$ 1,369.50
				\$ -
SUBTOTAL				\$ 1,369.50

BILLING SUMMARY:

	COST	MU%	BILLING
LABOR	\$ 2,949.00	15%	\$ 3,391.35
MATERIAL	\$ -	15%	\$ -
EQUIPMENT	\$ 2,730.00	15%	\$ 3,139.50
SUBS	\$ 1,369.50	5%	\$ 1,437.98

TOTAL BILLING **\$ 7,968.83**

DESCRIPTION OF WORK PERFORMED:

5/28 Brannan went back to home that the service line (11249) was not located and dug a trench along the edge of the road to try to find the line with no luck. After discussions with RWSD, a pothole truck was brought in to excavate from the curb stop out apx 5' to locate and expose the water service.

**General Manager's Report
Roxborough Water and Sanitation District
July 21, 2021**

Information Only

General Matters

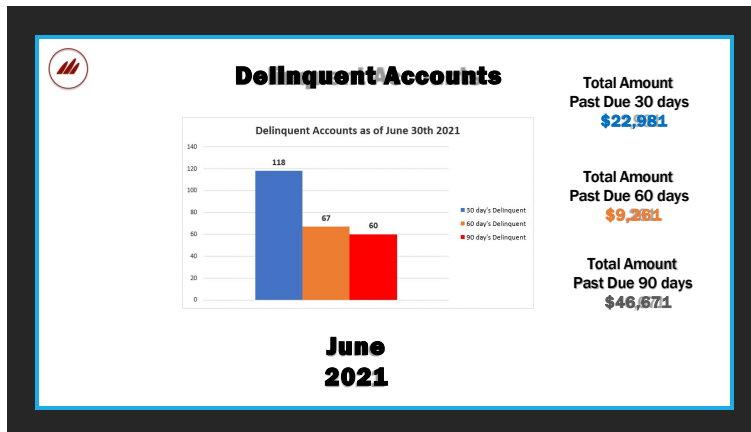
- The District received a grant of \$10,180.16 in Corona Virus Relief Funds to cover expenses related to PPE, cleaning supplies, an air filtration system for the water treatment plant, and equipment to allow remote staff and Board meetings.
- The SDA Conference, September 14-16, conflicts with the regular Board meeting. I recommend we reschedule the September Board meeting to Wednesday, September 22.

Cyber Security:

- On Friday, July 9, we applied patches to address vulnerabilities identified by CISA.

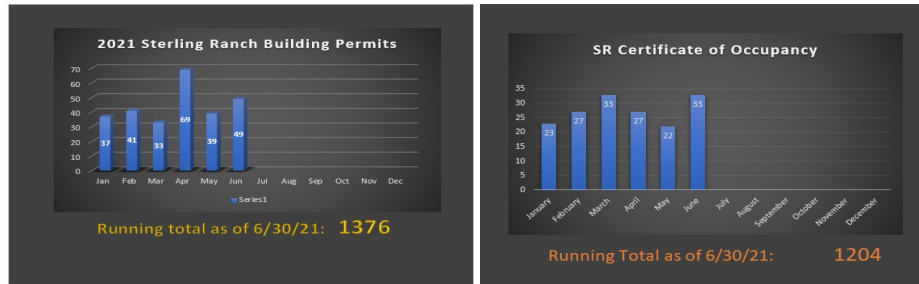
Past Due Accounts:

- 60 accounts with a total past due balance of \$46,671 compared to 62 accounts with a total past due balance of \$37,867 on May 31.
- We resumed shut offs for past due water and sewer bills on July 13. Customers were notified by letter on June 28, received phone calls the week of July 5, and were posted with shut off notices on July 12. We limited this first time to accounts with balances of \$500 or more. The initial shut-off list was 90 customers, by July 9 that was down to 35, we posted 12 homes on July 12, and shut off 3 accounts on July 13. One of the 3 had service restored the same day after payment was received.
- We have formal Payment Agreements with 7 customers for balances of \$1,000 or more. Most are limited to 12 months, but one resident hit particularly hard by COVID and other health problems was given 24 months.



Dominion Water and Sanitation District/Sterling Ranch:

- Day-to-day operations going well.
- Redesign work on the high zone pump addition to the water treatment plant is complete.
- Year to date development summary:



Projects:

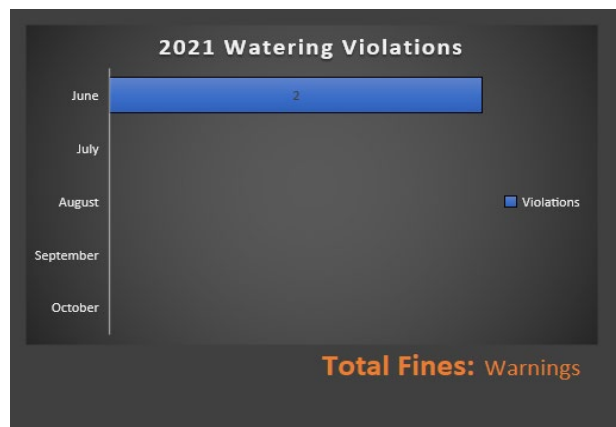
- Work on the Rock Wren project continues to be slow. Most of the residents have been very patient. We are working through several issues with residents that will require contractor repairs.
- Work has started on conversion of the old backwash pond to emergency containment basin.
- Meeting with Denver Water on approval for the site for the relocated pump station. Denver Water has requested a permanent connection for its Foothills Water Treatment Plant. Discussions are on-going.
- Risk and Resilience Assessment required by the American Water Infrastructure Act is complete, and Certification was submitted to U.S. EPA on June 29, 2021. The District is also required to update our Emergency Response Plan by December 31, 2021.

New Development:

- Burgess property is under contract and the buyer has retained local counsel to facilitate the development process.

Public Outreach:

- Outreach efforts have been focused on residents on Rock Wren and Hawks Nest Trail.
- Watering violations summary:



Water Plant

The water treatment plant has been running smoothly. In June, the plant was operational for **30** days with an average plant production of **2.2** MGD and a max day of **3.5** MGD.

Construction on the Emergency Overflow Pond project has begun. GESC measures have been set-up and approved by Douglas County, removals of the old backwash influent line and decant structure has been completed and the site is ready for the earthwork.

GESC permits for the Old Water Treatment Plant Demolition Site and New Water Plant Site have been closed out by Douglas County.

June production was **65.4** million gallons of treated water, **19.8** million gallons of that was for Sterling Ranch.

Lift Stations

The lift stations are running smoothly.

June saw **24** million gallons of sewage pumped to Littleton-Englewood. Approximately **3.3** million was conveyed for Sterling Ranch.

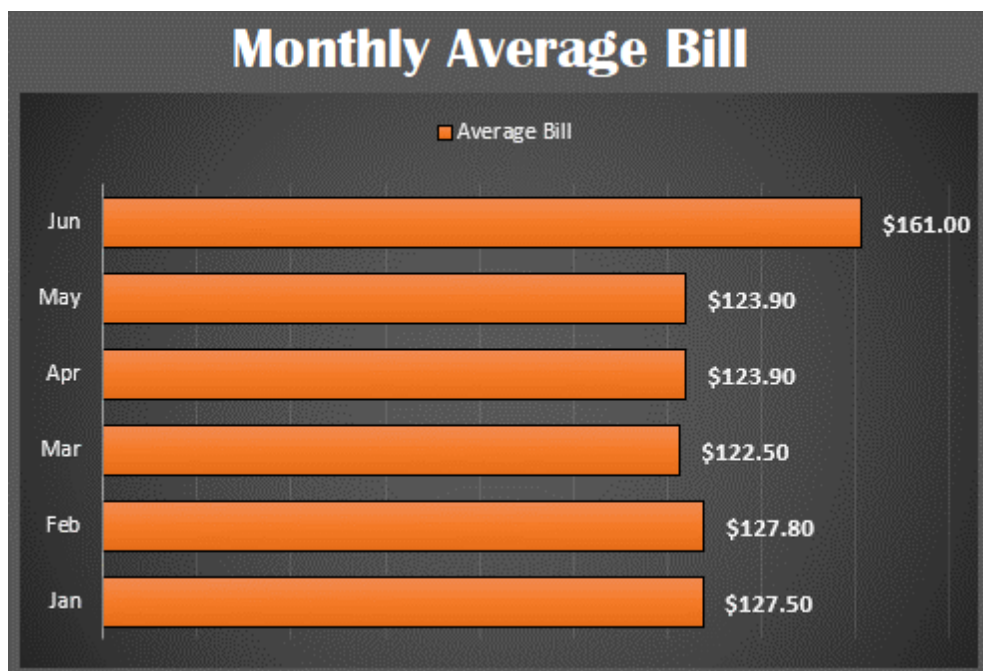
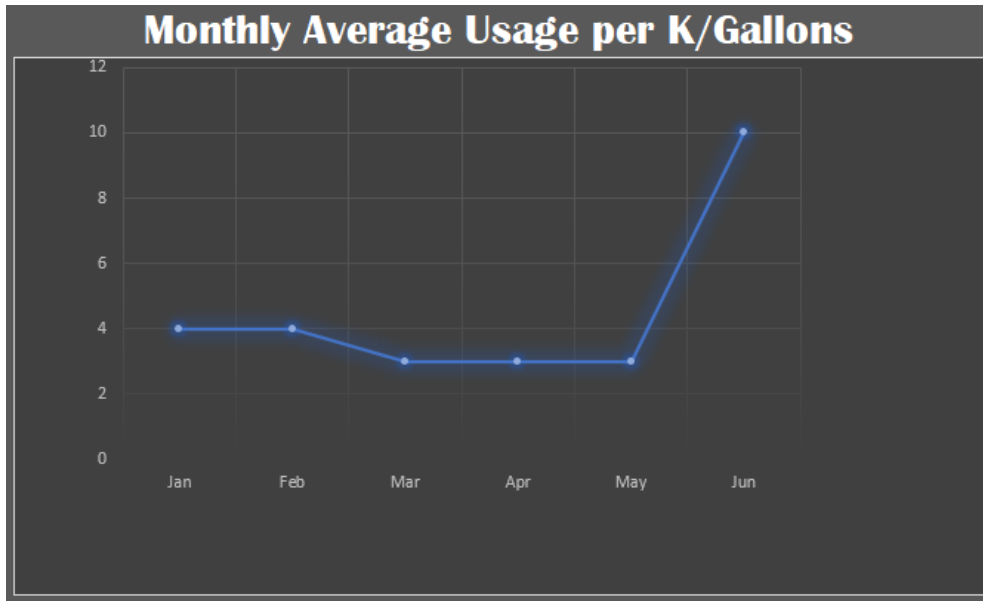
Field

The field remains busy for June with over **645** locates, most of them were in Sterling Ranch, **190** were in Roxborough.

Brannan continues to install sewer mainline on Rock Wren; progress remains slow as there is bed rock towards the bottom of the trench that is having to be jackhammered out.

Summer helpers continue to keep up on grounds maintenance at the facilities, fire hydrant maintenance in the distribution system and general upkeep at the facilities.

Monthly Averages



MEMORANDUM

TO: Roxborough Water and Sanitation District
Board of Directors

FROM: TST Infrastructure, LLC
Bill Goetz

SUBJECT: Engineering Status Report

DATE: July 15, 2021

I. DEVELOPMENT PROJECTS

North Loop Water Relocation – Relocations of the North Loop Waterline to eliminate conflicts with new electrical boxes have been completed. Punchlist items remain.

Ketcham Estate Lots – The District has received authorization from Mr. Ketcham to proceed with design of the relocation of the raw water irrigation line to enable development of the estate lots.

Berkeley Homes – TST has received a set of development plans for review.

Valley View Church – The church has requested installation of an 8” water line to serve their property.

II. WATER TREATMENT PLANT OVERFLOW POND

Notice to proceed has been issued and work at the site has commenced. Demolition of existing piping is in progress. Mobilization of the grading contractor is expected the week of July 19.

III. ROCK WREN SEWER REPLACEMENT

Progress continues to be slow due to the depth of the excavation as well as rock encountered in the excavation. A request for additional compensation was received from the contractor. TST has reviewed the request with District staff and is preparing a response.

Memorandum
July 15, 2021
Page 2

IV. RAMPART WATER LINE REPLACEMENT

Drawings are complete and ready for internal review. TST is coordinating with Xcel Energy regarding the proposed staging area on the East side of Rampart Range Road.

V. RAMPART PUMP STATION RELOCATION

A meeting with Denver Water has been scheduled for July 22 to continue discussions regarding an easement on Denver Water property. A meeting has also been scheduled with Douglas County on July 22 to discuss the requirement for a Location and Extent submittal for the project.

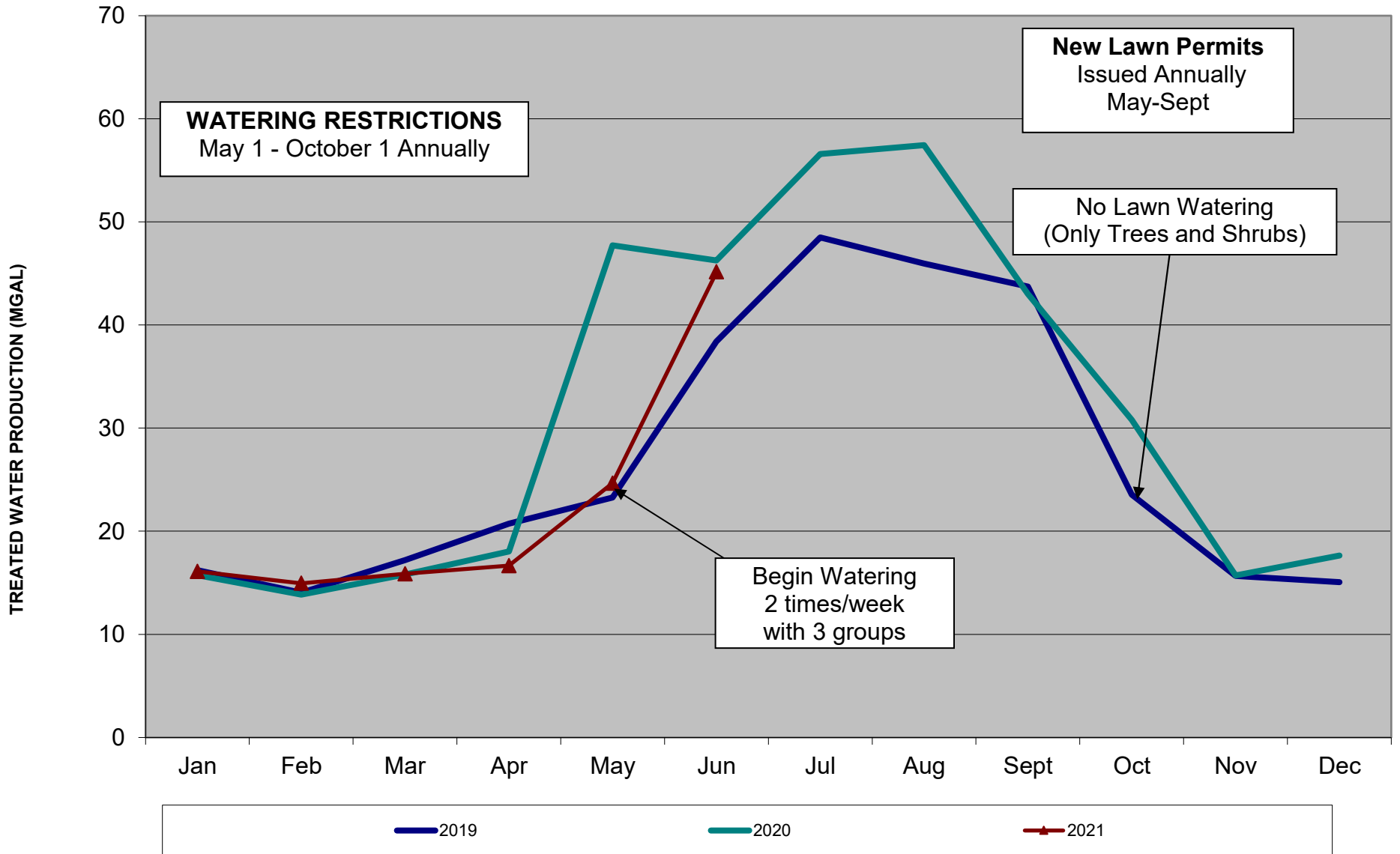
VI. WTP HIGH ZONE PUMP FOR DWSD

Design documents were forwarded to DWSD in June for pricing by Reynolds Construction. The project schedule was based on receipt of pricing by July 15. To date, pricing has not been received.

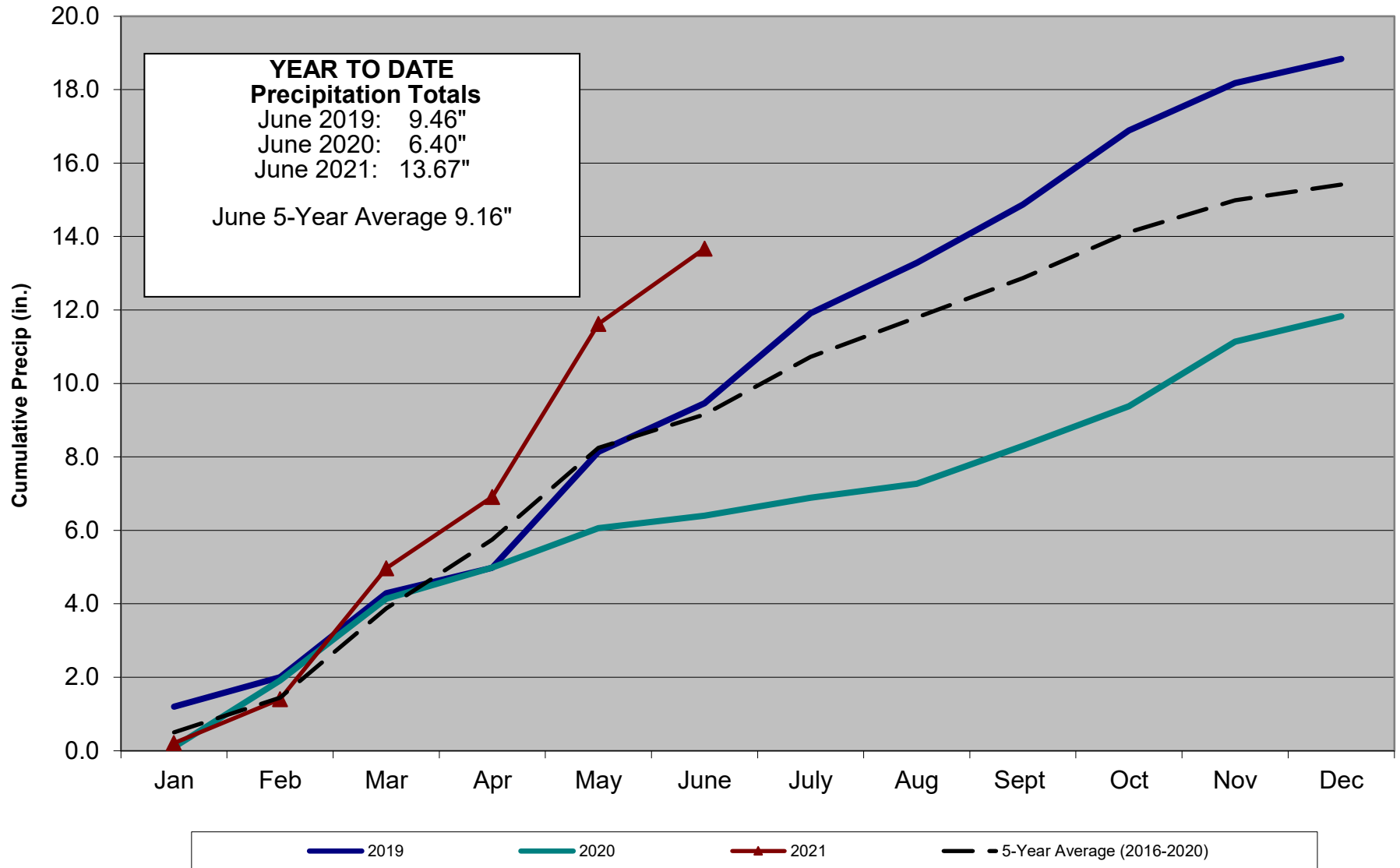
VII. GIS

Work by District staff and TST is in progress on additional modifications requested by the operations staff.

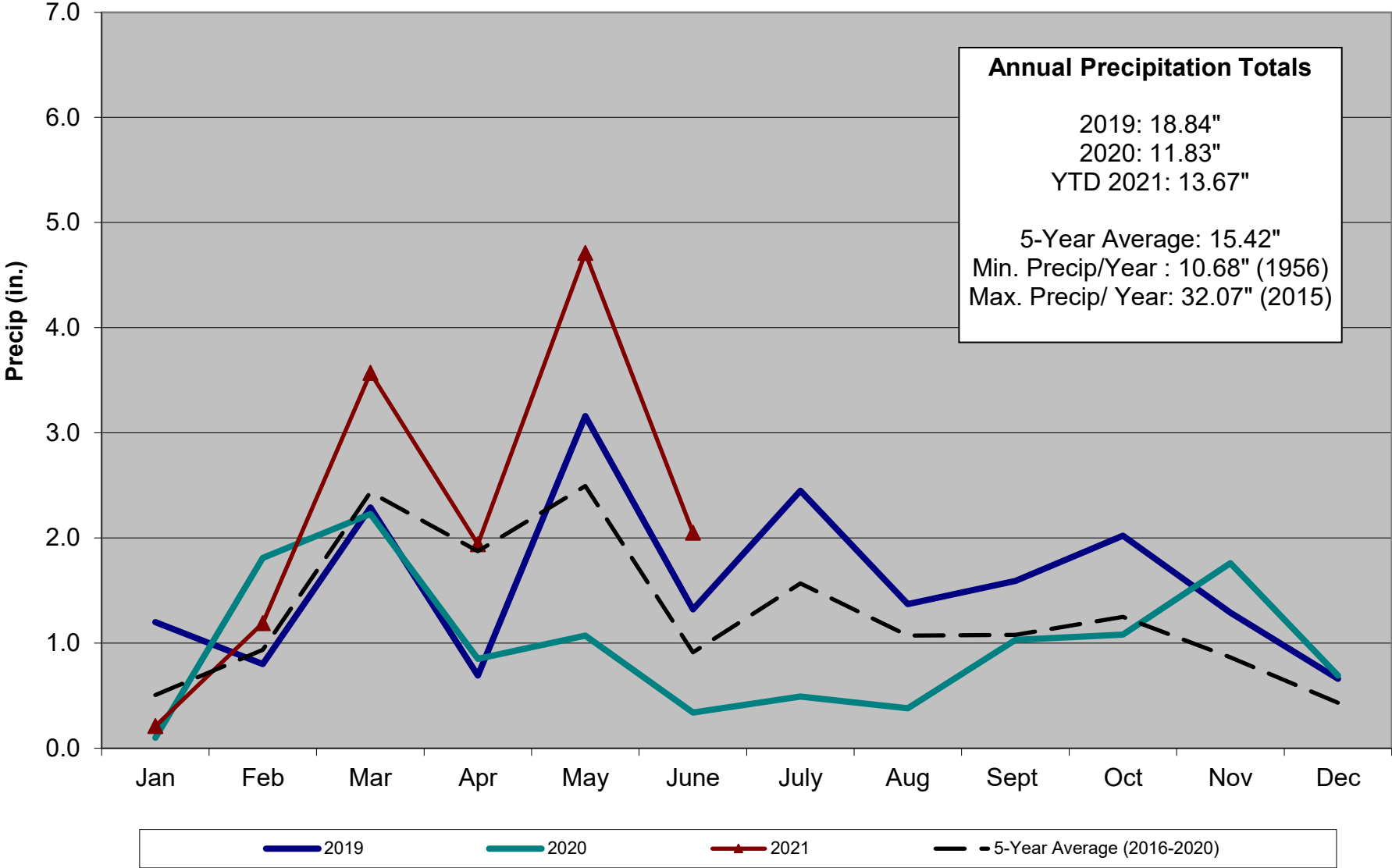
ROXBOROUGH WATER AND SANITATION DISTRICT TREATED WATER PRODUCTION 2019-2021



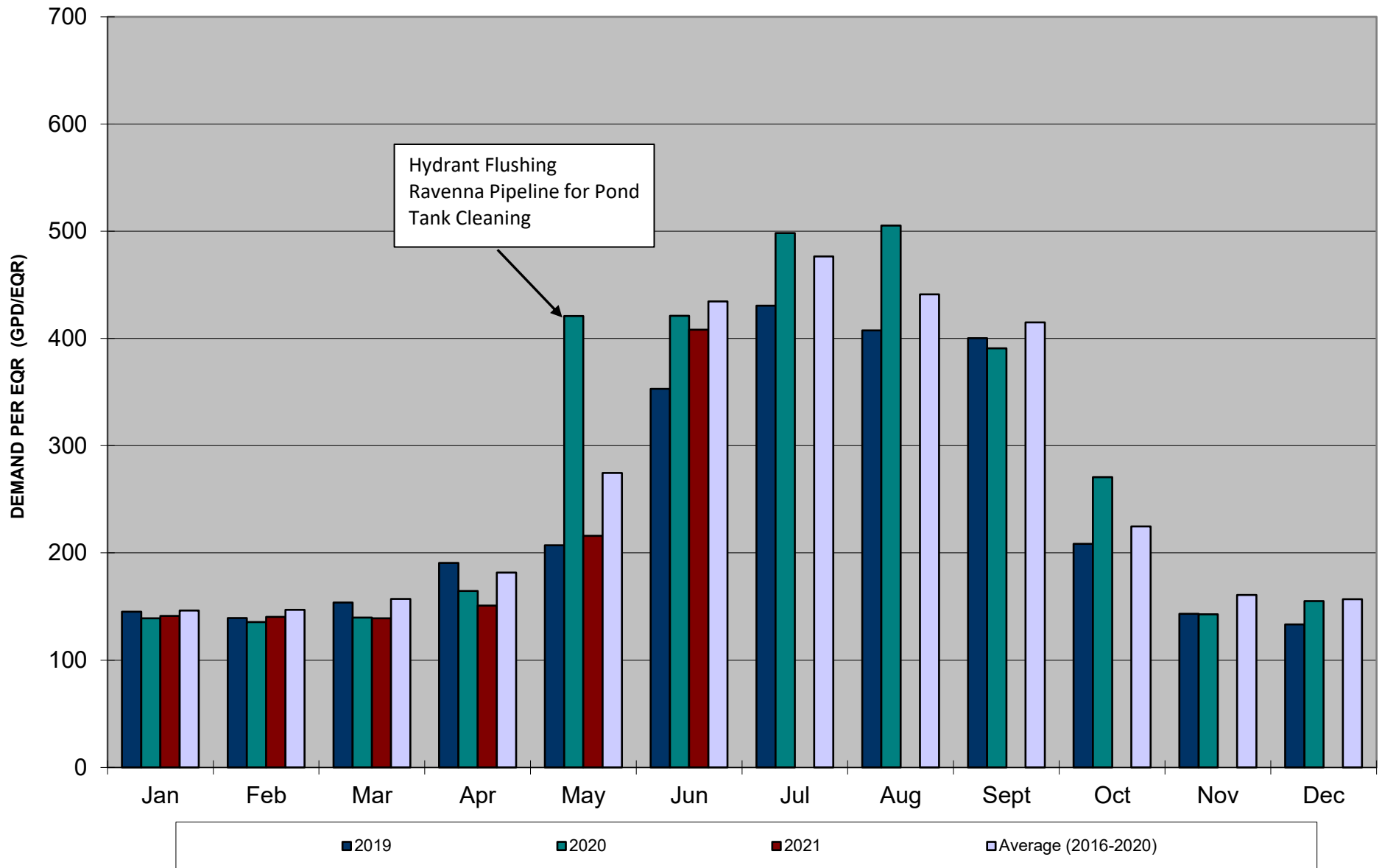
ROXBOROUGH WATER AND SANITATION DISTRICT CUMULATIVE PRECIPITATION 2019-2021



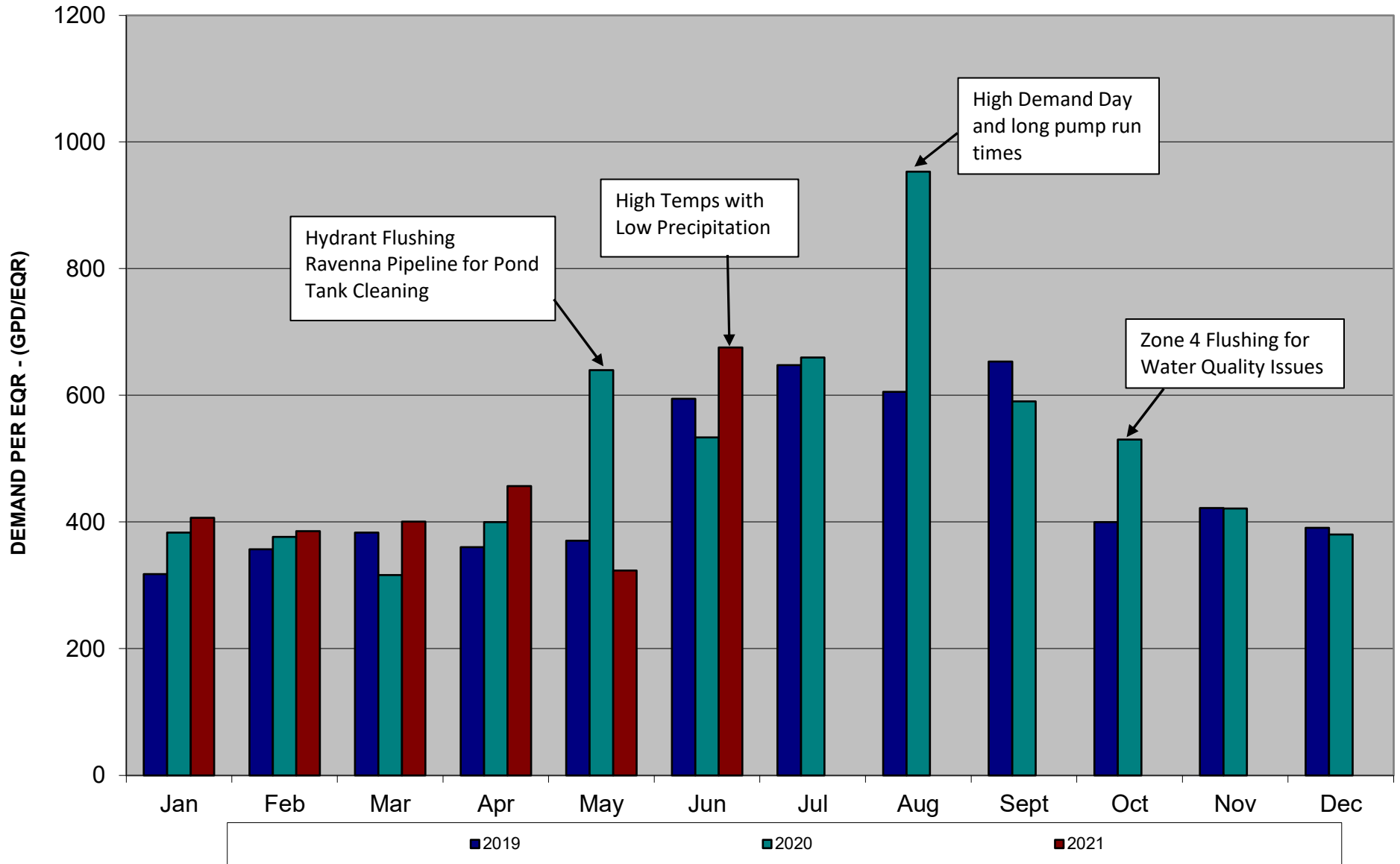
ROXBOROUGH WATER AND SANITATION DISTRICT PRECIPITATION 2019-2021



ROXBOROUGH WATER AND SANITATION DISTRICT AVERAGE DEMAND PER EQR



ROXBOROUGH WATER AND SANITATION DISTRICT MAX DAY DEMAND PER EQR



ROXBOROUGH WATER AND SANITATION DISTRICT

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Total
Treated Water (MGAL)													
2001	12,896	10,732	13,139	17,682	23,775	37,211	41,464	36,026	33,660	24,197	16,317	13,590	280,689
2002	14,409	14,251	15,708	25,837	33,774	39,489	43,253	43,149	30,955	21,896	15,952	16,320	314,993
2003	15,157	13,559	15,844	15,366	21,246	25,025	38,569	36,880	32,821	33,034	15,953	15,172	278,626
2004	16,325	18,678	18,572	17,037	28,880	30,671	35,891	34,793	31,867	20,521	16,185	16,416	285,836
2005	18,124	17,565	20,281	20,659	33,636	41,766	57,879	44,463	39,982	25,387	19,938	22,416	362,096
2006	22,572	20,843	23,554	30,521	42,801	52,357	46,739	36,853	31,626	21,832	17,937	19,279	366,914
2007	16,837	16,078	19,097	21,937	27,827	49,368	54,417	44,990	41,003	27,691	20,124	23,633	363,002
2008	24,863	19,657	21,177	22,647	34,898	50,196	59,399	49,686	39,732	26,950	19,315	19,137	387,657
2009	17,791	16,890	20,429	19,083	31,869	34,293	45,513	45,163	35,948	20,794	16,268	18,680	322,721
2010	17,154	15,961	17,846	19,833	29,844	44,996	46,537	44,574	45,438	27,670	16,509	16,754	343,116
2011	16,890	15,668	17,660	21,667	27,671	45,243	38,967	45,797	37,233	26,631	18,220	17,045	328,912
2012	17,067	15,387	19,091	26,665	38,380	49,632	46,971	48,559	38,515	21,575	17,493	18,015	357,350
2013	17,634	15,747	17,663	17,631	29,037	48,638	47,571	44,696	32,089	21,222	17,433	17,644	327,005
2014	17,883	15,681	17,168	18,034	29,090	39,059	41,554	35,570	29,096	20,198	17,274	16,284	296,891
2015	16,514	13,524	16,946	18,601	18,821	29,142	38,685	42,303	42,508	25,801	15,304	15,727	293,876
2016	15,439	14,821	15,669	15,570	22,839	41,632	51,517	47,624	43,165	29,837	19,570	17,578	335,261
2017	16,585	15,380	19,054	23,910	24,366	47,026	52,854	45,557	44,612	20,430	16,998	17,087	343,859
2018	16,279	14,552	16,912	15,303	32,877	49,804	48,665	46,999	45,804	22,200	16,198	17,017	342,610
2019	16,213	14,045	17,188	20,718	23,271	38,396	48,501	45,953	43,731	23,543	15,657	15,058	322,274

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Total
Monthly EQRs (Connected)													
2001	1967	1967	2060	2060	2154	2154	2196	2196	2288	2288	2343	2343	
2002	2427	2427	2489	2489	2548	2548	2605	2605	2659	2659	2692	2692	
2003	2730	2730	2771	2771	2792	2792	2805	2805	2832	2832	2848	2848	
2004	2869	2869	2881	2881	2906	2906	2936	2936	2946	2946	2958	2958	
2005	2996	2996	3018	3018	3037	3037	3065	3065	3098	3098	3114	3114	
2006	3121	3121	3145	3145	3167	3167	3181	3199	3208	3217	3222	3227	
2007	3234	3237	3244	3248	3252	3258	3263	3267	3271	3280	3291	3296	
2008	3305	3317	3320	3322	3324	3327	3331	3333	3335	3340	3341	3342	
2009	3343	3345	3348	3351	3351	3351	3352	3352	3357	3359	3359	3360	
2010	3361	3361	3361	3365	3367	3368	3370	3372	3372	3373	3378	3378	
2011	3379	3381	3381	3383	3383	3383	3383	3383	3383	3383	3383	3383	
2012	3389	3389	3390	3390	3390	3390	3390	3390	3390	3390	3390	3390	
2013	3390	3390	3390	3395	3395	3395	3399	3399	3399	3399	3399	3399	
2014	3399	3399	3399	3399	3399	3400	3402	3402	3403	3405	3406	3406	
2015	3406	3408	3408	3410	3411	3413	3415	3416	3416	3419	3420	3421	
2016	3421	3423	3424	3424	3425	3425	3426	3426	3429	3430	3434	3435	
2017	3441	3443	3446	3452	3458	3460	3463	3465	3469	3470	3557	3562	
2018	3569	3570	3574	3576	3579	3582	3583	3587	3589	3596	3601	3603	
2019	3603	3603	3608	3622	3624	3626	3634	3638	3642	3644	3645	3646	

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	AVG GPD/EQR
Treated Water (GPD/EQR)													
2001	211.49	194.86	205.75	286.12	356.05	575.84	609.08	529.20	490.38	341.15	232.14	187.11	351.60
2002	191.51	209.71	203.58	346.02	427.58	516.60	535.61	534.32	388.05	265.63	197.52	195.56	334.31
2003	179.10	177.38	184.44	184.84	245.47	298.77	443.55	424.13	386.31	376.28	186.72	171.85	271.57
2004	183.55	224.49	207.95	197.12	320.58	351.81	394.34	382.27	360.57	224.70	182.39	179.02	267.40
2005	195.14	209.39	216.77	228.18	357.27	458.41	609.16	467.96	430.19	264.34	213.42	232.21	323.54
2006	233.30	238.51	241.59	323.49	435.96	551.07	473.97	371.62	328.62	218.92	185.57	192.72	316.28
2007	167.94	177.39	189.90	225.13	276.03	505.10	537.97	444.23	417.84	272.33	203.83	231.30	304.08
2008	242.67	204.35	205.76	227.24	338.67	502.92	575.23	480.88	397.12	260.29	192.71	184.72	317.71
2009	171.67	180.33	196.83	189.82	306.78	341.12	438.00	434.63	356.95	199.69	161.44	179.34	263.05
2010	164.64	169.60	171.28	196.46	285.93	445.33	445.46	426.41	449.17	264.63	162.91	159.99	278.48
2011	161.24	165.50	168.49	213.49	265.76	445.79	371.75	436.69	366.86	253.94	179.53	162.53	265.96
2012	162.45	156.56	181.66	262.19	365.21	488.02	446.96	462.07	378.71	205.30	172.01	171.42	287.71
2013	167.80	165.90	168.07	173.11	275.90	477.55	451.47	424.19	314.69	201.41	170.96	167.45	263.21
2014	169.72	164.76	162.93	176.86	276.08	382.93	394.02	337.28	285.00	191.35	169.05	154.22	238.68
2015	156.40	141.73	160.40	181.83	177.99	284.62	365.42	399.48	414.55	243.43	149.16	148.30	235.28
2016	145.58	149.30	147.62	151.58	215.11	405.18	485.07	448.41	419.61	280.61	189.96	165.07	266.93
2017	155.48	159.54	178.36	230.88	227.30	453.04	492.34	424.12	428.67	189.92	159.29	154.74	271.14
2018	147.14	145.58	152.64	142.65	296.33	463.47	436.14	422.66	425.41	199.15	149.94	152.36	261.29
2019	145.16	139.22	153.67	190.67	207.14	352.97	430.53	407.46	400.25	208.41	143.18	133.23	242.66

Notes:
 1. Daily units = Connected monthly EQRs / # of days per month
 2. Note: Data obtained from District WTP data sheet, and from RWSD

ROXBOROUGH WATER AND SANITATION DISTRICT

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Treated Water (MGAL)												
2019	16,213	14,045	17,188	20,718	23,271	38,396	48,501	45,953	43,731	23,543	15,657	15,058
2020	15,727	13,854	15,8	18,034	47,714	46,262	56,584	57,45	42,99	30,793	15,716	17,639
2021	16,104	14,961	15,881	16,662	24,664	45,153						
Increase/Decrease	2.4%	8.0%	0.5%	-7.6%	-48.3%	-2.4%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Monthly EQRs (Connected)												
2019	3603	3603	3608	3622	3624	3626	3634	3638	3642	3644	3645	3646
2020	3648	3649	3651	3656	3657	3662	3663	3667	3667	3671	3671	3672
2021	3677	3678	3682	3682	3685	3687						
Increase/Decrease	0.8%	0.8%	0.8%	0.7%	0.8%	0.7%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%

*EQR increase for Sept/20-Oct/20 per verbal information from Cindy due to ADG issues

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Water Savings												
Increase/Decrease*	1.6%	7.2%	-0.3%	-8.3%	-49.1%	-3.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%

(From Projected) * Change in treated water - Change in monthly units

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Treated Water (GPD/EQR)												
2019	145.16	139.22	153.67	190.67	207.14	352.97	430.53	407.46	400.25	208.41	143.18	133.23
2020	139.07	135.59	139.60	164.42	420.88	421.10	498.30	505.38	390.78	270.59	142.70	154.96
2021	141.28	140.27	139.13	150.84	215.91	408.22	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Increase/Decrease	1.6%	3.5%	-0.3%	-8.3%	-48.7%	-3.1%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

- Notes:
 1. Daily units = Connected monthly EQRs / # of days per month
 2. Note: Data obtained from District WTP data sheet, and from RWSD

ROXBOROUGH WATER AND SANITATION DISTRICT

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Max Day Treated Water (MGD)												
2001	0.629	0.682	0.774	1.300	1.510	2.112	1.911	2.069	1.635	1.191	0.879	0.762
2002	0.740	1.183	1.105	1.507	1.663	1.908	1.805	2.028	1.782	1.334	0.795	0.870
2003	0.852	0.721	0.757	0.651	1.185	1.269	1.914	1.761	1.518	1.563	0.666	0.594
2004	0.803	1.065	1.387	1.224	1.686	1.763	1.980	1.959	1.645	1.062	0.760	0.875
2005	0.839	1.113	1.046	0.945	1.952	1.912	2.466	2.502	2.294	1.439	0.914	0.963
2006	1.038	0.942	1.006	1.774	2.195	2.462	2.028	1.813	1.465	1.237	1.375	1.093
2007	0.872	0.765	1.345	1.263	1.459	2.289	2.183	2.030	2.057	1.664	1.396	1.406
2008	1.057	1.177	1.417	1.473	1.816	2.313	2.901	2.865	1.857	1.728	1.428	0.936
2009	1.247	0.861	1.041	1.524	1.762	2.207	2.184	2.026	1.902	1.575	1.008	1.107
2010	1.089	1.224	1.062	1.231	1.674	2.854	2.202	2.092	2.2	1.849	1.027	1.14
2011	0.793	1.017	1.632	1.325	1.685	2.126	1.975	2.119	1.926	2.423	1.217	1.277
2012	1.330	1.326	1.070	1.822	1.781	2.181	2.130	2.219	2.262	1.132	1.221	1.224
2013	1.069	1.125	0.992	1.306	1.724	2.193	2.211	1.920	1.735	1.216	0.930	1.187
2014	0.957	1.091	0.822	1.201	1.928	2.018	1.967	2.023	1.618	1.317	1.081	1.247
2015	1.078	0.845	1.656	1.185	1.098	1.787	2.499	2.018	1.973	1.318	0.931	1.152
2016	1.274	1.147	1.176	1.342	1.802	2.053	2.293	2.147	2.374	1.384	1.394	1.127
2017	1.124	1.181	1.244	1.727	1.640	2.337	2.829	3.069	2.240	1.664	1.268	1.591
2018	1.264	1.355	1.249	1.975	1.979	2.413	2.302	2.517	2.033	1.429	0.983	1.321
2019	1.145	1.286	1.382	1.305	1.342	2.156	2.354	2.202	2.379	1.457	1.538	1.425

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Monthly EQRs (Connected)												
2001	1967	1967	2060	2060	2154	2154	2196	2196	2288	2288	2343	2343
2002	2427	2427	2489	2489	2548	2548	2605	2605	2659	2659	2692	2692
2003	2730	2730	2771	2771	2792	2792	2805	2805	2832	2832	2848	2848
2004	2869	2869	2881	2881	2906	2906	2936	2936	2946	2946	2958	2958
2005	2996	2996	3018	3018	3037	3037	3065	3065	3098	3098	3114	3114
2006	3121	3121	3145	3145	3167	3167	3181	3199	3208	3217	3222	3227
2007	3234	3237	3244	3248	3252	3258	3263	3267	3271	3280	3291	3296
2008	3305	3317	3320	3322	3324	3327	3331	3333	3335	3340	3341	3342
2009	3343	3345	3348	3351	3351	3351	3352	3352	3357	3359	3359	3360
2010	3361	3361	3361	3365	3367	3368	3370	3372	3372	3373	3378	3378
2011	3379	3381	3381	3383	3383	3383	3383	3383	3383	3383	3383	3383
2012	3389	3389	3390	3390	3390	3390	3390	3390	3390	3390	3390	3390
2013	3390	3390	3390	3395	3395	3395	3399	3399	3399	3399	3399	3399
2014	3399	3399	3399	3399	3399	3400	3402	3402	3403	3405	3406	3406
2015	3406	3408	3408	3410	3411	3413	3415	3416	3416	3419	3420	3421
2016	3421	3423	3424	3424	3425	3425	3426	3426	3429	3430	3434	3435
2017	3441	3443	3446	3452	3458	3460	3463	3465	3469	3470	3557	3562
2018	3569	3570	3574	3576	3579	3582	3583	3587	3589	3596	3601	3603
2019	3603	3603	3608	3622	3624	3626	3634	3638	3642	3644	3645	3646

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	AVG GPD/EQR
Max Day Treated Water (GPD/EQR)													
2001	319.78	346.72	375.73	631.07	701.02	980.50	870.22	942.17	714.60	520.54	375.16	325.22	591.89
2002	304.90	487.43	443.95	605.46	652.67	748.82	692.90	778.50	670.18	501.69	295.32	323.18	542.08
2003	312.09	264.10	273.19	234.93	424.43	454.51	682.35	627.81	536.02	551.91	233.85	208.57	400.31
2004	279.89	371.21	481.43	424.85	580.18	606.68	674.39	667.23	558.38	360.49	256.93	295.81	463.12
2005	280.04	371.50	346.59	313.12	642.74	629.57	804.57	816.31	740.48	464.49	293.51	309.25	501.01
2006	332.59	301.83	319.87	564.07	693.08	777.39	637.54	566.74	456.67	384.52	426.75	338.70	483.31
2007	269.64	236.33	414.61	388.85	448.65	702.58	669.02	621.37	628.86	507.32	424.19	426.58	478.17
2008	319.82	354.84	426.81	443.41	546.33	695.22	870.91	859.59	556.82	517.37	427.42	280.07	524.88
2009	373.02	257.40	310.93	454.79	525.81	658.61	651.55	604.42	566.58	468.89	300.09	329.46	458.46
2010	324.01	364.18	315.98	365.82	497.18	847.39	653.41	620.40	652.43	548.18	304.03	337.48	485.87
2011	234.68	300.80	482.70	391.66	498.08	628.44	583.80	626.37	569.32	716.23	359.74	377.48	480.78
2012	392.45	391.27	315.63	537.46	525.37	643.36	628.32	654.57	667.26	333.92	360.18	361.06	484.24
2013	315.34	331.86	292.63	384.68	507.81	645.95	650.49	564.87	510.44	357.75	273.61	349.22	432.05
2014	281.55	320.98	241.84	353.34	567.23	593.53	578.19	594.65	475.46	386.78	317.38	366.12	423.09
2015	316.50	247.95	485.92	347.51	321.90	523.59	731.77	590.75	577.24	385.49	272.22	336.74	428.13
2016	372.41	335.09	343.46	391.94	526.13	599.42	669.29	626.68	692.33	403.50	405.94	328.09	474.52
2017	326.65	343.01	361.00	500.29	474.26	675.43	816.92	885.71	645.72	479.54	356.48	446.66	525.97
2018	354.16	379.55	349.47	552.29	552.95	673.65	642.48	701.70	566.45	397.39	272.98	366.64	484.14
2019	317.79	356.92	383.04	360.30	370.31	594.59	647.77	605.28	653.21	399.84	421.95	390.84	458.49

Notes:
 1. Daily units = Connected monthly EQRs / # of days per month
 2. Note: Data obtained from District WTP data sheet, and from RWSD

ROXBOROUGH WATER AND SANITATION DISTRICT

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Max Day Treated Water (MGD)												
2019	1.145	1.286	1.382	1.305	1.342	2.156	2.354	2.202	2.379	1.457	1.538	1.425
2020	1.398	1.373	1.154	1.461	2.340	1.954	2.416	3.495	2.165	1.946	1.546	1.396
2021	1.495	1.418	1.475	1.682	1.192	2.490						
Increase/ Decrease	6.9%	3.3%	27.8%	15.1%	-49.1%	27.4%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%

Monthly EQRs (Connected)												
2019	3603	3603	3608	3622	3624	3626	3634	3638	3642	3644	3645	3646
2020	3648	3649	3651	3656	3657	3662	3663	3667	3667	3671	3671	3672
2021	3677	3678	3682	3682	3685	3687						
Increase/Decrease	0.8%	0.8%	0.8%	0.7%	0.8%	0.7%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%

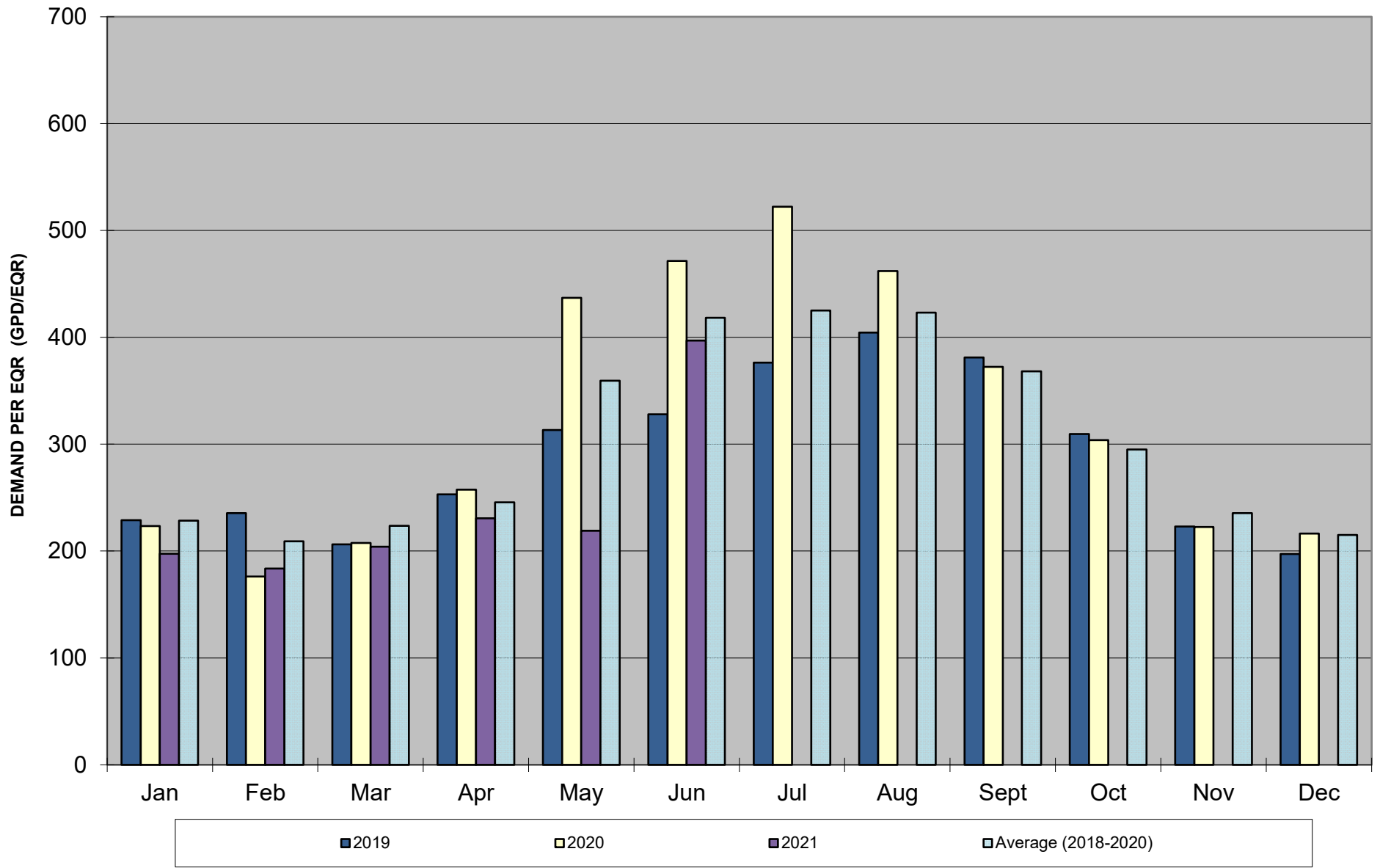
*EQR increase for Sept/20-Oct/20 per verbal information from Cindy due to ADG issues

Max Day Treated Water (GPD/EQR)												
2019	317.79	356.92	383.04	360.30	370.31	594.59	647.77	605.28	653.21	399.84	421.95	390.84
2020	383.22	376.27	316.08	399.62	639.87	533.59	659.57	953.10	590.40	530.10	421.14	380.17
2021	406.58	385.54	400.60	456.82	323.47	675.35	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Increase/ Decrease	6.1%	2.5%	26.7%	14.3%	-49.4%	26.6%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

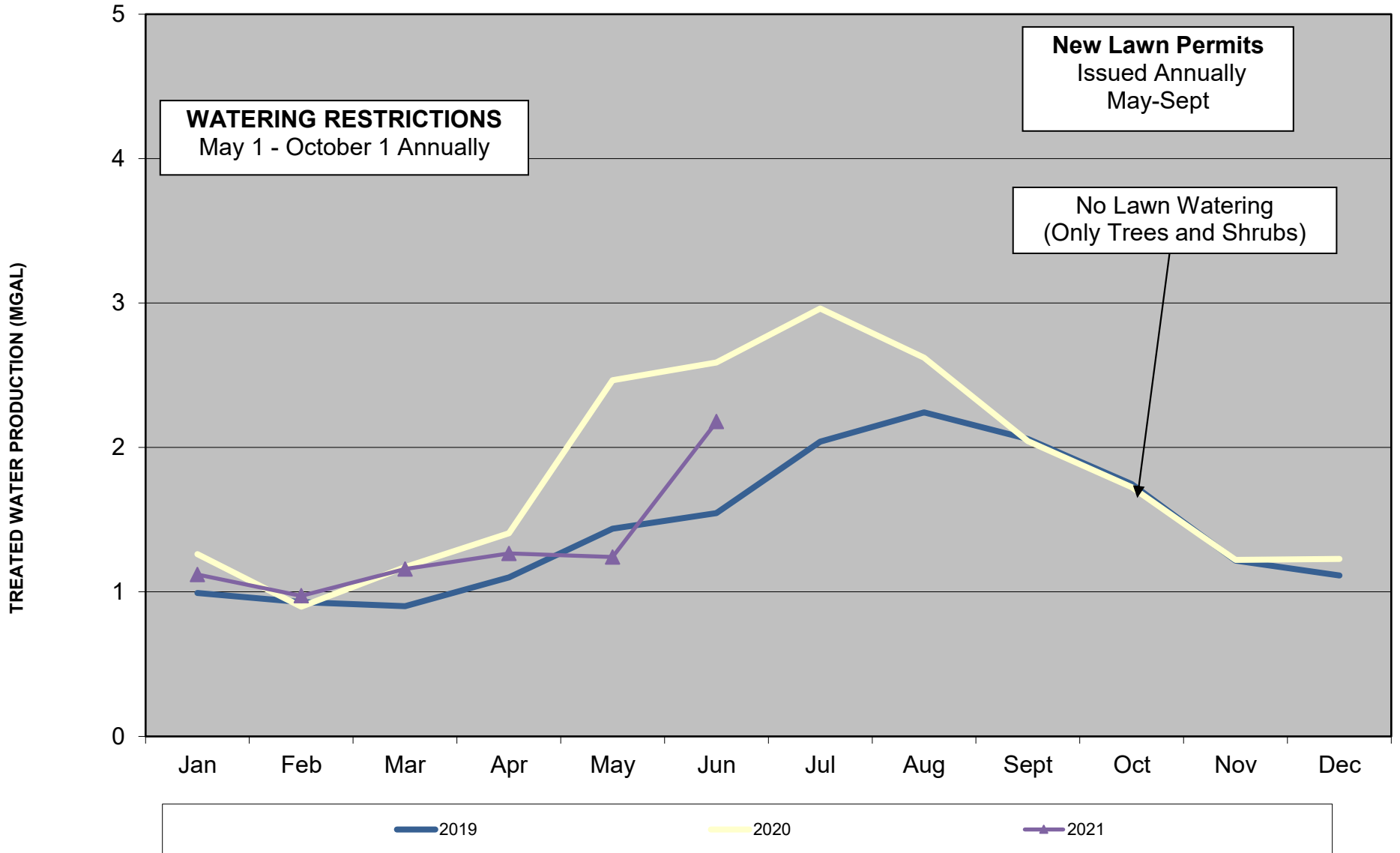
Notes:

1. Daily units = Connected monthly EQRs / # of days per month
2. Note: Data obtained from District WTP data sheet, and from RWSD

ROXBOROUGH NW DOUGLAS COUNTY AVERAGE DEMAND PER EQR



ROXBOROUGH NW DOUGLAS COUNTY TREATED WATER PRODUCTION 2019-2021



ROXBOROUGH NW DOUGLAS COUNTY

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Total
Treated Water (MGAL)													
2018	0.873	0.731	0.979	0.848	1.282	1.748	1.541	1.674	1.433	1.162	1.087	1.005	14.363
2019	0.993	0.93	0.902	1.101	1.437	1.545	2.041	2.244	2.058	1.746	1.217	1.113	17.327
2020	1.261	0.898	1.171	1.406	2.465	2.588	2.963	2.621	2.044	1.724	1.222	1.228	21.591
Average	1.042	0.853	1.017	1.118	1.728	1.960	2.182	2.180	1.845	1.544	1.175	1.115	

Monthly EQRs (Connected)													
2018	121	121	123	125	126	128	132	134	136	138	139	140	
2019	140	141	141	145	148	157	175	179	180	182	182	182	
2020	182	182	182	182	182	183	183	183	183	183	183	183	

													AVE GPD/EQR
Treated Water (GPD/EQR)													
2018	232.74	215.76	256.75	226.13	328.21	455.21	376.59	402.99	351.23	271.62	260.67	231.57	300.79
2019	228.80	235.56	206.36	253.10	313.21	328.03	376.22	404.40	381.11	309.46	222.89	197.27	288.03
2020	223.50	176.22	207.55	257.51	436.90	471.40	522.30	462.01	372.31	303.90	222.59	216.46	322.72
Average	228.35	209.18	223.55	245.58	359.44	418.21	425.04	423.13	368.22	294.99	235.38	215.10	

- Notes:
 1. Daily units = Connected monthly EQRs / # of days per month
 2. Note: Data obtained from District WTP data sheet, and from RWSD

ROXBOROUGH NW DOUGLAS COUNTY

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Treated Water (MGAL)												
2019	0.993	0.93	0.902	1.101	1.437	1.545	2.041	2.244	2.058	1.746	1.217	1.113
2020	1.261	0.898	1.171	1.406	2.465	2.588	2.963	2.621	2.044	1.724	1.222	1.228
2021	1.120	0.974	1.158	1.266	1.242	2.179						
Increase/Decrease	-11.2%	8.5%	-1.1%	-10.0%	-49.6%	-15.8%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Monthly EQRs (Connected)												
2019	140	141	141	145	148	157	175	179	180	182	182	182
2020	182	182	182	182	182	183	183	183	183	183	183	183
2021	183	183	183	183	183	183	183					
Increase/Decrease	0.5%	0.5%	0.5%	0.5%	0.5%	0.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%

Water Savings												
Increase/Decrease*	-11.7%	8.0%	-1.6%	-10.5%	-50.1%	-15.8%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
(From Projected) * Change in treated water - Change in monthly units												

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Treated Water (GPD/EQR)												
2019	228.80	235.56	206.36	253.10	313.21	328.03	376.22	404.40	381.11	309.46	222.89	197.27
2020	223.50	176.22	207.55	257.51	436.90	471.40	522.30	462.01	372.31	303.90	222.59	216.46
2021	197.43	183.53	204.12	230.60	218.93	396.90	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Increase/Decrease	-11.7%	4.1%	-1.7%	-10.5%	-49.9%	-15.8%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

- Notes:
 1. Daily units = Connected monthly EQRs / # of days per month
 2. Note: Data obtained from District WTP data sheet, and from RWSD

**Roxborough Water and Sanitation
Financial Recap
May 31, 2021**

General Fund

1. Property taxes collected for the month total \$ 550,252
2. Specific ownership taxes collected for the month total \$ 11,288
3. Paid \$ 13,200 to Adams Group for audit.
4. Repairs includes \$ 6,345 to Browns Hill Engineering for IT Support and \$ 3500 to Network Standard Corp

Debt Service Fund

1. Property taxes collected for the month total \$ 271,226
2. Specific ownership taxes collected for the month total \$ 5,564
3. Transfers in for Debt Surcharge in the amount \$ 91,696

Water Fund Treatment

1. Service charges billed for the month were \$ 231,148
2. Dominion WTP Operations income of \$ 50,679 for the month.
3. Collected \$ 91,696 in capital surcharges for the WTP
4. SDC collected paid for the month \$ 16,833 to City of Littleton
5. Ravenna monthly SDC totaled \$ 16,483
6. Capital Project Expense includes \$ 16,289 to TST

Water Fund -Distribution

1. Water Costs for the month \$ 111,918
2. Engineering expenses for the month \$ 18,309
3. Capital Outlay includes \$ 22,416 to TST and \$ 12,967 to Mountain Peak

Sewer Fund

1. Service charges for the month totaled \$ 147,627
2. Lockheed Martin service charges totaled \$ 26,172 for the month.
3. SDC Collected for the month \$ 60,492
4. Capital Outlay includes \$ 143,390 to Velocity, \$ 38,840 to QPS, and \$ 27,816 to TST

ROXBOROUGH WATER & SANITATION DISTRICT
FINANCIAL STATEMENTS

May 31, 2021

TABLE OF CONTENTS

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

Roxborough Water and Sanitation District Balance Sheet by Class

As of May 31, 2021

ASSETS	1-General Fund	2-Debt Service	3-Water-Treatment	4-Sewer	5-Capital Fund	6-Water-Distribution	7-Pum Valley Heights	Unclassified	TOTAL
Current Assets									
Checking/Savings	257,090.44	2,919,721.94	17,606,531.09	2,364,895.07	543,315.63	-14,921,897.99	-240,896.18	0.00	8,528,930.00
1105-Checking	0.00	1,683,115.10	0.00	0.00	0.00	0.00	0.00	0.00	1,683,115.10
1111-WF Bond Redemption	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1125-Melie Fargo Savings	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1139-WF Revenue	0.00	0.00	3,196,997.18	0.00	0.00	0.00	0.00	0.00	3,196,997.18
1150-Investment in Colomus	1,941,683.22	1,941,721.68	5,559,044.04	7,767,933.06	0.00	0.00	0.00	0.00	17,210,382.00
1155-Colomus Bond Fund	0.00	0.00	359,056.41	497,017.35	0.00	0.00	0.00	0.00	855,073.76
1160-System Develop Colo Trust	0.00	0.00	983,869.53	0.00	0.00	0.00	0.00	0.00	983,869.53
Total Checking/Savings	2,198,743.66	6,524,558.72	27,704,498.25	10,629,845.48	543,315.63	-14,921,897.99	632,130.64	0.00	33,311,394.39
Other Current Assets									
1300-AR Service	0.00	0.00	701,511.51	265,719.51	0.00	0.00	0.00	0.00	967,231.02
1310-AR Availability	0.00	0.00	13,820.86	4,482.49	0.00	0.00	0.00	0.00	18,323.35
1350-AR Taxes	1,485,396.00	693,987.00	8,097.24	0.00	0.00	0.00	465,070.00	0.00	2,644,353.00
1356-Due From MWDC Inclusion	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1370-Due From Others	0.00	0.00	24,886.24	0.00	0.00	0.00	0.00	0.00	24,886.24
1390-Due From Dominion	0.00	0.00	22,386.89	0.00	0.00	0.00	0.00	0.00	22,386.89
1396-Due From PA13	0.00	0.00	1,621.02	0.00	0.00	0.00	0.00	0.00	1,621.02
1399-Due From Arrowhead	0.00	0.00	14,780.75	0.00	0.00	0.00	0.00	0.00	14,780.75
1400-Prepaid Insurance	14,780.75	0.00	0.00	14,780.75	0.00	0.00	0.00	0.00	59,123.00
Total Other Current Assets	1,500,176.75	693,987.00	797,065.01	284,926.75	0.00	14,780.75	465,070.00	0.00	3,755,972.26
Total Current Assets	3,698,920.41	7,218,445.72	28,501,563.26	10,914,638.23	543,315.63	-14,906,917.24	1,097,200.64	0.00	37,067,366.65
Fixed Assets									
1500-Capital Assets	0.00	0.00	83,433,571.32	16,749,243.89	0.00	0.00	0.00	0.00	100,182,815.21
Total Fixed Assets	0.00	0.00	83,433,571.32	16,749,243.89	0.00	0.00	0.00	0.00	100,182,815.21
TOTAL ASSETS	3,698,920.41	7,218,445.72	111,935,134.58	27,664,082.12	543,315.63	-14,906,917.24	1,097,200.64	0.00	137,250,181.86
LIABILITIES & EQUITY									
Current Liabilities									
Accounts Payable	4,014.25	0.00	32,537.25	32,002.32	0.00	152,460.75	1,000.00	0.00	222,014.57
2000 -Accounts Payable	4,014.25	0.00	32,537.25	32,002.32	0.00	152,460.75	1,000.00	0.00	222,014.57
Total Accounts Payable	4,014.25	0.00	32,537.25	32,002.32	0.00	152,460.75	1,000.00	0.00	222,014.57
Other Current Liabilities									
2015 Accrued Vac/Sick Leave	0.00	0.00	40,206.68	40,206.68	0.00	0.00	0.00	0.00	80,413.36
2052 - Deferred Rental Income	0.00	0.00	13,466.65	0.00	0.00	0.00	0.00	0.00	13,466.65
2053 - Revenue Costs Advanced	0.00	0.00	3,196,997.18	0.00	0.00	0.00	0.00	0.00	3,196,997.18
2060 - Deferred Taxes	1,485,396.00	693,987.00	0.00	0.00	0.00	0.00	0.00	0.00	2,644,353.00
2400 -Retainage Payable	0.00	0.00	0.00	13,782.85	0.00	0.00	0.00	0.00	13,782.85
Deferred Income	0.00	0.00	0.00	1,000,000.00	0.00	0.00	0.00	0.00	1,000,000.00
Total Other Current Liabilities	1,485,396.00	693,987.00	3,256,670.51	1,053,989.53	0.00	0.00	465,070.00	0.00	6,955,013.04
Total Current Liabilities	1,489,410.25	693,987.00	3,289,207.76	1,085,991.85	0.00	152,460.75	466,070.00	0.00	7,171,027.61
Equity									
3900 -Retained Earnings	1,094,673.36	6,102,365.64	107,755,771.15	28,517,305.23	543,315.63	-14,089,737.21	301,597.50	0.00	128,215,291.70
Net Income	1,114,838.80	422,193.08	890,155.67	90,785.04	0.00	-859,640.78	329,532.74	0.00	1,857,882.55
Total Equity	2,209,512.16	6,524,558.72	108,645,926.82	28,578,090.27	543,315.63	-15,059,577.99	631,130.64	0.00	130,073,154.25
TOTAL LIABILITIES & EQUITY	3,698,920.41	7,218,445.72	111,935,134.58	27,664,082.12	543,315.63	-14,906,917.24	1,097,200.64	0.00	137,250,181.86

Roxborough Water and Sanitation District
Profit & Loss -General Fund
May 2021

	<u>May 21</u>	<u>Jan - May 21</u>
Ordinary Income/Expense		
Income		
5200- Property Taxes	550,252.14	1,051,653.71
5210- Specific Ownership Taxes	11,288.16	54,612.03
5820- Investment Income	70.12	405.94
5860- Insurance Claim	0.00	200,000.00
Total Income	<u>561,610.42</u>	<u>1,306,671.68</u>
Gross Profit	561,610.42	1,306,671.68
Expense		
6020-Payroll Expenses	10,301.01	47,873.85
6040- Accounting	2,375.00	11,875.00
6041- Audit	13,200.00	13,200.00
6050- Contract Labor	0.00	1,321.80
6053- Data Recovery	0.00	11,596.50
6080- Education	1,101.70	5,087.03
6100- Engineering	925.00	5,912.50
6130- Insurance	1,865.00	9,085.50
6140- Lab & Test Fees	27.00	27.00
6150- Legal	714.25	9,132.90
6180- Misc. Expenses	211.74	906.97
6200- Office Expense	2,727.95	13,510.85
6210-Operating Supplies	1,201.00	1,201.00
6220- Permits	779.00	11,529.72
6225-Rent	2,693.52	2,693.52
6230- Repairs and Maint	12,616.27	28,369.57
6250- Treasurers Fees	8,253.95	15,775.31
6260- Utilities	1,481.96	1,958.61
6270- Vehicle	0.00	280.98
6300- Bank Service Charges	206.50	496.27
Total Expense	<u>60,680.85</u>	<u>191,834.88</u>
Net Ordinary Income	<u>500,929.57</u>	<u>1,114,836.80</u>
Net Income	<u><u>500,929.57</u></u>	<u><u>1,114,836.80</u></u>

Roxborough Water and Sanitation District
Profit & Loss -Debt Service
May 2021

	<u>May 21</u>	<u>Jan - May 21</u>
Ordinary Income/Expense		
Income		
5200- Property Taxes	271,226.08	518,373.13
5210- Specific Ownership Taxes	5,564.08	26,918.96
5820- Investment Income	84.29	520.48
Total Income	<u>276,874.45</u>	<u>545,812.57</u>
Gross Profit	276,874.45	545,812.57
Expense		
6250- Treasurers Fees	4,068.48	7,775.87
6420-Loan Administrative Fees	0.00	38,400.00
7100-Principal Payments	0.00	425,709.95
7150-Ravenna CWCB	0.00	82,425.19
7200- Interest Payments	0.00	118,322.39
Total Expense	<u>4,068.48</u>	<u>672,633.40</u>
Net Ordinary Income	272,805.97	-126,820.83
Other Income/Expense		
Other Income		
6900- Transfers In	0.00	92,005.68
6902- Transfers In WTP	91,695.78	457,008.23
Total Other Income	<u>91,695.78</u>	<u>549,013.91</u>
Net Other Income	91,695.78	549,013.91
Net Income	<u><u>364,501.75</u></u>	<u><u>422,193.08</u></u>

Roxborough Water and Sanitation District
Profit & Loss -Water Treatment
May 2021

	<u>May 21</u>	<u>Jan - May 21</u>
Ordinary Income/Expense		
Income		
5010- Service Charges	231,148.22	1,145,341.00
5011- Service Charge Ravenna	0.00	28,816.60
5100-Availability Charges	0.00	68,747.30
5211- Dominion WTP Operations	50,679.30	227,469.99
5310-Permit Fees	0.00	18,150.00
5410-Hydrant Water	1,091.50	5,968.25
5510-Potable Irrigation Water	1,750.90	17,463.60
5511-Irrigation Water	14,540.98	44,402.12
5601-Late Fees, Penalties,	16.06	47.70
5610- Miscellaneous Income	4,140.78	-7,810.56
5611-Inclusion fees-NWDC	5,631.08	31,409.44
5620- Dominion Dist. Operations	19,641.58	111,758.15
5640- Dominion Treated Water Us	8,621.43	31,396.56
5650 Dominion Exp Reimbursement	43,023.13	76,242.34
5700- Sys. Development Charge	-16,833.00	329,741.00
5705 Ravenna SDC	16,483.33	128,529.43
5710- Capital Surcharge	11,661.50	58,121.71
5715- Capital Surcharge WTP Sup	91,695.78	457,008.23
5820- Investment Income	346.14	2,088.85
5850 - Reimbursed Exp Other	29,562.10	30,315.66
Total Income	<u>513,200.81</u>	<u>2,805,207.37</u>
Gross Profit	513,200.81	2,805,207.37
Expense		
6020-Payroll Expenses	44,979.47	219,193.66
6040- Accounting	2,375.00	11,875.00
6050- Contract Labor	0.00	1,321.80
6080- Education	1,151.70	4,544.44
6100- Engineering	4,962.50	15,725.17
6130- Insurance	1,865.00	9,085.50
6140- Lab & Test Fees	317.00	2,404.00
6150- Legal	714.25	6,776.39
6180- Misc. Expenses	227.85	520.57
6200- Office Expense	138.43	936.33
6210-Operating Supplies	9,578.22	29,963.02
6220- Permits	0.00	0.00
6230- Repairs and Maint	14,415.08	46,816.20
6240- Safety Equipment	0.00	682.63
6260- Utilities	1,032.96	50,305.14
6270- Vehicle	403.99	1,937.18
6300- Bank Service Charges	0.00	1,915.16
7300- Capital Projects	19,867.22	147,742.48
7301-Capital DWSD	8,196.50	12,551.50
Total Expense	<u>110,225.17</u>	<u>564,296.17</u>
Net Ordinary Income	402,975.64	2,240,911.20
Other Income/Expense		
Other Expense		
8000- Transfers to Other Funds	0.00	68,747.30
8002- Transfers Water Supply SV	91,695.78	457,008.23
9000 -Depreciation Expense	165,000.00	825,000.00
Total Other Expense	<u>256,695.78</u>	<u>1,350,755.53</u>
Net Other Income	-256,695.78	-1,350,755.53
Net Income	<u><u>146,279.86</u></u>	<u><u>890,155.67</u></u>

Roxborough Water and Sanitation District
Profit & Loss -Water Distribution
May 2021

	<u>May 21</u>	<u>Jan - May 21</u>
Ordinary Income/Expense		
Expense		
6020-Payroll Expenses	27,073.22	138,452.91
6040- Accounting	2,375.00	11,875.00
6050- Contract Labor	2,634.09	10,414.45
6065- Dominion expenses	434.00	3,235.50
6080- Education	1,768.06	5,079.33
6100- Engineering	18,309.10	105,826.15
6110-Conservation Rebates	100.00	150.00
6130- Insurance	1,865.00	9,085.50
6140- Lab & Test Fees	1,554.00	4,165.00
6150- Legal	714.25	7,293.87
6170 - Meter Expenses	1,415.99	17,762.81
6180- Misc. Expenses	0.00	150.97
6200- Office Expense	876.74	4,832.34
6220- Permits	0.00	839.88
6230- Repairs and Maint	7,052.45	39,697.69
6240- Safety Equipment	0.00	1,117.53
6260- Utilities	4,785.50	14,624.58
6270- Vehicle	582.09	3,323.79
6280- Water Costs	111,917.97	401,554.66
6300- Bank Service Charges	0.00	601.61
7290- Water Rights	1,906.50	2,555.50
7300- Capital Projects	35,382.41	177,001.71
Total Expense	<u>220,746.37</u>	<u>959,640.78</u>
Net Ordinary Income	<u>-220,746.37</u>	<u>-959,640.78</u>
Net Income	<u><u>-220,746.37</u></u>	<u><u>-959,640.78</u></u>

Roxborough Water and Sanitation District
Profit & Loss -Sewer Fund
May 2021

	May 21	Jan - May 21
Ordinary Income/Expense		
Income		
5010- Service Charges	147,627.75	723,034.62
5100-Availability Charges	0.00	23,258.38
5101- Service Charges LMA	26,171.78	124,706.49
5310-Permit Fees	6,560.00	28,010.00
5610- Miscellaneous Income	6,657.75	7,370.68
5625- Dominion Sewer Conveyance	23,420.00	111,860.00
5650 Dominion Exp Reimbursement	0.00	2,580.85
5670-Dominion Cap Lease O-Line	0.00	0.00
5700- Sys. Development Charge	60,492.00	272,518.00
5710- Capital Surcharge	12,828.52	63,085.30
5820- Investment Income	416.51	2,514.30
Total Income	<u>284,174.31</u>	<u>1,358,938.62</u>
Gross Profit	284,174.31	1,358,938.62
Expense		
6020-Payroll Expenses	30,498.13	156,147.98
6040- Accounting	2,375.00	11,875.00
6050- Contract Labor	2,634.09	10,413.94
6065- Dominion expenses	0.00	0.00
6080- Education	1,768.04	4,936.29
6100- Engineering	1,097.50	54,301.50
6130- Insurance	1,865.00	9,085.50
6140- Lab & Test Fees	0.00	105.00
6150- Legal	714.25	6,776.39
6180- Misc. Expenses	0.00	215.39
6185- Littleton Service Fees	0.00	0.00
6200- Office Expense	876.70	4,832.26
6210-Operating Supplies	918.77	8,609.57
6220- Permits	0.00	577.50
6230- Repairs and Maint	4,340.04	26,062.75
6240- Safety Equipment	0.00	1,000.76
6260- Utilities	7,296.48	29,473.70
6270- Vehicle	582.08	3,333.92
6300- Bank Service Charges	0.00	1,915.16
7300- Capital Projects	219,586.59	600,232.59
Total Expense	<u>274,552.67</u>	<u>929,895.20</u>
Net Ordinary Income	9,621.64	429,043.42
Other Income/Expense		
Other Expense		
8000- Transfers to Other Funds	0.00	23,258.38
9000 -Depreciation Expense	69,000.00	345,000.00
Total Other Expense	<u>69,000.00</u>	<u>368,258.38</u>
Net Other Income	<u>-69,000.00</u>	<u>-368,258.38</u>
Net Income	<u><u>-59,378.36</u></u>	<u><u>60,785.04</u></u>

Roxborough Water and Sanitation District
Profit & Loss -PVH
May 2021

	<u>May 21</u>	<u>Jan - May 21</u>
Ordinary Income/Expense		
Income		
5200- Property Taxes	110,617.97	321,212.30
5210- Specific Ownership Taxes	3,870.89	18,551.76
5820- Investment Income	8.27	31.87
Total Income	<u>114,497.13</u>	<u>339,795.93</u>
Gross Profit	114,497.13	339,795.93
Expense		
6040- Accounting	1,000.00	5,000.00
6150- Legal	0.00	445.00
6250- Treasurers Fees	1,659.28	4,818.19
Total Expense	<u>2,659.28</u>	<u>10,263.19</u>
Net Ordinary Income	<u>111,837.85</u>	<u>329,532.74</u>
Net Income	<u><u>111,837.85</u></u>	<u><u>329,532.74</u></u>

Roxborough Water and Sanitation District
Profit & Loss Budget vs. Actual- General Fund
January through May 2021

	<u>Jan - May 21</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense				
Income				
5200- Property Taxes	1,051,653.71	1,485,396.00	-433,742.29	70.8%
5210- Specific Ownership Taxes	54,612.03	100,000.00	-45,387.97	54.6%
5610- Misc Income	0.00	1,000.00	-1,000.00	0.0%
5820- Investment Income	405.94	7,500.00	-7,094.06	5.4%
5860- Insurance Claim	200,000.00			
Total Income	<u>1,306,671.68</u>	<u>1,593,896.00</u>	<u>-287,224.32</u>	<u>82.0%</u>
Gross Profit	1,306,671.68	1,593,896.00	-287,224.32	82.0%
Expense				
6020- Payroll Expenses	47,873.85	125,000.00	-77,126.15	38.3%
6040- Accounting	11,875.00	30,000.00	-18,125.00	39.6%
6041- Audit	13,200.00	30,000.00	-16,800.00	44.0%
6050- Contract Labor	1,321.80	15,000.00	-13,678.20	8.8%
6053- Data Recovery	11,596.50			
6060- Directors Fee	0.00	8,000.00	-8,000.00	0.0%
6080- Education	5,087.03	30,000.00	-24,912.97	17.0%
6100- Engineering	5,912.50	50,000.00	-44,087.50	11.8%
6130- Insurance	9,085.50	12,500.00	-3,414.50	72.7%
6140- Lab & Test Fees	27.00			
6150- Legal	9,132.90	30,000.00	-20,867.10	30.4%
6180- Misc. Expenses	906.97	20,000.00	-19,093.03	4.5%
6200- Office Expense	13,510.85	40,000.00	-26,489.15	33.8%
6210- Operating Supplies	1,201.00			
6220- Permits	11,529.72	15,000.00	-3,470.28	76.9%
6225- Rent	2,693.52	3,000.00	-306.48	89.8%
6230- Repairs and Maint	28,369.57	175,000.00	-146,630.43	16.2%
6250- Treasurers Fees	15,775.31	20,000.00	-4,224.69	78.9%
6260- Utilities	1,958.61	5,000.00	-3,041.39	39.2%
6270- Vehicle	280.98	6,000.00	-5,719.02	4.7%
6300- Bank Service Charges	496.27			
7300- Capital Projects	0.00	12,000.00	-12,000.00	0.0%
Total Expense	<u>191,834.88</u>	<u>626,500.00</u>	<u>-434,665.12</u>	<u>30.6%</u>
Net Ordinary Income	1,114,836.80	967,396.00	147,440.80	115.2%
Other Income/Expense				
Other Expense				
8000- Transfers 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>1,114,836.80</u></u>	<u><u>267,396.00</u></u>	<u><u>847,440.80</u></u>	<u><u>416.9%</u></u>

Roxborough Water and Sanitation District
Profit & Loss Budget vs. Actual-Debt Service
January through May 2021

	<u>Jan - May 21</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense				
Income				
5200- Property Taxes	518,373.13	693,887.00	-175,513.87	74.7%
5210- Specific Ownership Taxes	26,918.96	80,000.00	-53,081.04	33.6%
5820- Investment Income	520.48	30,000.00	-29,479.52	1.7%
Total Income	<u>545,812.57</u>	<u>803,887.00</u>	<u>-258,074.43</u>	<u>67.9%</u>
Gross Profit	545,812.57	803,887.00	-258,074.43	67.9%
Expense				
6250- Treasurers Fees	7,775.87	15,000.00	-7,224.13	51.8%
6420-Loan Administrative Fees	38,400.00	76,800.00	-38,400.00	50.0%
6550-CWCB Debt Service	0.00	0.00	0.00	0.0%
7100-Principal Payments	425,709.95	930,201.00	-504,491.05	45.8%
7150-Ravenna CWCB	82,425.19	82,425.00	0.19	100.0%
7200- Interest Payments	118,322.39	669,310.00	-550,987.61	17.7%
Total Expense	<u>672,633.40</u>	<u>1,773,736.00</u>	<u>-1,101,102.60</u>	<u>37.9%</u>
Net Ordinary Income	-126,820.83	-969,849.00	843,028.17	13.1%
Other Income/Expense				
Other Income				
6900- Transfers In	92,005.68	160,000.00	-67,994.32	57.5%
6902- Transfers In WTP	457,008.23	1,092,000.00	-634,991.77	41.9%
6903- Ravenna Loan Surcharge	0.00	82,425.00	-82,425.00	0.0%
Total Other Income	<u>549,013.91</u>	<u>1,334,425.00</u>	<u>-785,411.09</u>	<u>41.1%</u>
Net Other Income	549,013.91	1,334,425.00	-785,411.09	41.1%
Net Income	<u><u>422,193.08</u></u>	<u><u>364,576.00</u></u>	<u><u>57,617.08</u></u>	<u><u>115.8%</u></u>

Roxborough Water and Sanitation District
Profit & Loss Budget vs. Actual-Water Treatment
January through May 2021

	Jan - May 21	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
5010- Service Charges	1,145,341.00	3,200,000.00	-2,054,659.00	35.8%
5011- Service Charge Ravenna	28,816.60			
5100-Availability Charges	68,747.30	120,000.00	-51,252.70	57.3%
5211- Dominion WTP Operations	227,469.99	500,000.00	-272,530.01	45.5%
5310-Permit Fees	18,150.00	1,200.00	16,950.00	1,512.5%
5400-Rental Income	0.00	7,200.00	-7,200.00	0.0%
5410-Hydrant Water	5,968.25	40,000.00	-34,031.75	14.9%
5510-Potable Irrigation Water	17,463.60	40,000.00	-22,536.40	43.7%
5511-Irrigation Water	44,402.12	250,000.00	-205,597.88	17.8%
5601-Late Fees, Penalties,	47.70			
5610- Miscellaneous Income	-7,810.56	70,000.00	-77,810.56	-11.2%
5611-Inclusion fees-NWDC	31,409.44	50,000.00	-18,590.56	62.8%
5620- Dominion Dist. Operations	111,758.15	225,000.00	-113,241.85	49.7%
5640- Dominion Treated Water Us	31,396.56	84,000.00	-52,603.44	37.4%
5650 Dominion Exp Reimbursement	76,242.34	125,000.00	-48,757.66	61.0%
5660- Ravenna Reimbursement	0.00	225,000.00	-225,000.00	0.0%
5700- Sys. Development Charge	329,741.00	275,000.00	54,741.00	119.9%
5705 Ravenna SDC	128,529.43	250,000.00	-121,470.57	51.4%
5710- Capital Surcharge	58,121.71	80,000.00	-21,878.29	72.7%
5715- Capital Surcharge WTP Sup	457,008.23	1,036,808.00	-579,799.77	44.1%
5820- Investment Income	2,088.85	50,000.00	-47,911.15	4.2%
5850 - Reimbursed Exp Other	30,315.66	20,000.00	10,315.66	151.6%
Total Income	<u>2,805,207.37</u>	<u>6,649,208.00</u>	<u>-3,844,000.63</u>	<u>42.2%</u>
Gross Profit	2,805,207.37	6,649,208.00	-3,844,000.63	42.2%
Expense				
6020-Payroll Expenses	219,193.66	660,000.00	-440,806.34	33.2%
6040- Accounting	11,875.00	32,500.00	-20,625.00	36.5%
6050- Contract Labor	1,321.80	15,000.00	-13,678.20	8.8%
6065- Dominion expenses	0.00	20,000.00	-20,000.00	0.0%
6080- Education	4,544.44	25,000.00	-20,455.56	18.2%
6100- Engineering	15,725.17	100,000.00	-84,274.83	15.7%
6115- GPS/GIS	0.00	50,000.00	-50,000.00	0.0%
6130- Insurance	9,085.50	17,500.00	-8,414.50	51.9%
6140- Lab & Test Fees	2,404.00	8,000.00	-5,596.00	30.1%
6150- Legal	6,776.39	37,500.00	-30,723.61	18.1%
6180- Misc. Expenses	520.57	10,000.00	-9,479.43	5.2%
6200- Office Expense	936.33	20,000.00	-19,063.67	4.7%
6210-Operating Supplies	29,963.02	120,000.00	-90,036.98	25.0%
6220- Permits	0.00	3,000.00	-3,000.00	0.0%
6230- Repairs and Maint	46,816.20	250,000.00	-203,183.80	18.7%
6240- Safety Equipment	682.63	5,000.00	-4,317.37	13.7%
6260- Utilities	50,305.14	150,000.00	-99,694.86	33.5%
6270- Vehicle	1,937.18	11,000.00	-9,062.82	17.6%
6280- Water Costs	0.00	48,000.00	-48,000.00	0.0%
6300- Bank Service Charges	1,915.16			
7300- Capital Projects	147,742.48	800,000.00	-652,257.52	18.5%
7301-Capital DWSD	12,551.50			
7302- Water Taps Centennial	0.00	50,000.00	-50,000.00	0.0%
Total Expense	<u>564,296.17</u>	<u>2,432,500.00</u>	<u>-1,868,203.83</u>	<u>23.2%</u>
Net Ordinary Income	2,240,911.20	4,216,708.00	-1,975,796.80	53.1%
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%

Roxborough Water and Sanitation District
Profit & Loss Budget vs. Actual-Water Treatment
January through May 2021

	<u>Jan - May 21</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Other Expense				
8000- Transfers to Other Funds	68,747.30	120,000.00	-51,252.70	57.3%
8002- Transfers Water Supply SV	457,008.23	1,080,000.00	-622,991.77	42.3%
9000 -Depreciation Expense	825,000.00			
Total Other Expense	<u>1,350,755.53</u>	<u>1,200,000.00</u>	<u>150,755.53</u>	<u>112.6%</u>
Net Other Income	<u>-1,350,755.53</u>	<u>-700,000.00</u>	<u>-650,755.53</u>	<u>193.0%</u>
Net Income	<u><u>890,155.67</u></u>	<u><u>3,516,708.00</u></u>	<u><u>-2,626,552.33</u></u>	<u><u>25.3%</u></u>

Roxborough Water and Sanitation District
Profit & Loss Budget vs. Actual-Sewer Fund
January through May 2021

	Jan - May 21	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
5010- Service Charges	723,034.62	1,600,000.00	-876,965.38	45.2%
5100-Availability Charges	23,258.38	40,000.00	-16,741.62	58.1%
5101- Service Charges LMA	124,706.49	300,000.00	-175,293.51	41.6%
5310-Permit Fees	28,010.00	5,000.00	23,010.00	560.2%
5610- Miscellaneous Income	7,370.68	30,000.00	-22,629.32	24.6%
5610-Misc Income	0.00	0.00	0.00	0.0%
5625- Dominion Sewer Conveyance	111,860.00	240,000.00	-128,140.00	46.6%
5630-Dominion Collections Opear	0.00	70,000.00	-70,000.00	0.0%
5650 Dominion Exp Reimbursement	2,580.85	50,000.00	-47,419.15	5.2%
5670-Dominion Cap Lease O-Line	0.00	120,000.00	-120,000.00	0.0%
5700- Sys. Development Charge	272,518.00	50,000.00	222,518.00	545.0%
5710- Capital Surcharge	63,085.30	100,000.00	-36,914.70	63.1%
5820- Investment Income	2,514.30	50,000.00	-47,485.70	5.0%
Total Income	<u>1,358,938.62</u>	<u>2,655,000.00</u>	<u>-1,296,061.38</u>	<u>51.2%</u>
Gross Profit	1,358,938.62	2,655,000.00	-1,296,061.38	51.2%
Expense				
6020-Payroll Expenses	156,147.98	325,000.00	-168,852.02	48.0%
6040- Accounting	11,875.00	30,000.00	-18,125.00	39.6%
6050- Contract Labor	10,413.94	40,000.00	-29,586.06	26.0%
6065- Dominion expenses	0.00	50,000.00	-50,000.00	0.0%
6080- Education	4,936.29	30,000.00	-25,063.71	16.5%
6100- Engineering	54,301.50	100,000.00	-45,698.50	54.3%
6115- GPS/GIS	0.00	25,000.00	-25,000.00	0.0%
6130- Insurance	9,085.50	12,500.00	-3,414.50	72.7%
6140- Lab & Test Fees	105.00	1,000.00	-895.00	10.5%
6150- Legal	6,776.39	35,000.00	-28,223.61	19.4%
6180- Misc. Expenses	215.39	8,000.00	-7,784.61	2.7%
6185- Littleton Service Fees	0.00	950,000.00	-950,000.00	0.0%
6200- Office Expense	4,832.26	20,000.00	-15,167.74	24.2%
6210-Operating Supplies	8,609.57	80,000.00	-71,390.43	10.8%
6220- Permits	577.50	3,000.00	-2,422.50	19.3%
6230- Repairs and Maint	26,062.75	200,000.00	-173,937.25	13.0%
6240- Safety Equipment	1,000.76	2,000.00	-999.24	50.0%
6260- Utilities	29,473.70	110,000.00	-80,526.30	26.8%
6270- Vehicle	3,333.92	8,000.00	-4,666.08	41.7%
6300- Bank Service Charges	1,915.16			
7300- Capital Projects	600,232.59	2,000,000.00	-1,399,767.41	30.0%
Total Expense	<u>929,895.20</u>	<u>4,029,500.00</u>	<u>-3,099,604.80</u>	<u>23.1%</u>
Net Ordinary Income	429,043.42	-1,374,500.00	1,803,543.42	-31.2%
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	23,258.38	40,000.00	-16,741.62	58.1%
8100- Transfer to Other Funds	0.00	0.00	0.00	0.0%
9000 -Depreciation Expense	345,000.00			
Total Other Expense	<u>368,258.38</u>	<u>40,000.00</u>	<u>328,258.38</u>	<u>920.6%</u>
Net Other Income	-368,258.38	160,000.00	-528,258.38	-230.2%
Net Income	<u><u>60,785.04</u></u>	<u><u>-1,214,500.00</u></u>	<u><u>1,275,285.04</u></u>	<u><u>-5.0%</u></u>

Roxborough Water and Sanitation District
Profit & Loss Budget vs. Actual-Water Distribution
January through May 2021

	<u>Jan - May 21</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense				
Expense				
6020-Payroll Expenses	138,452.91	330,000.00	-191,547.09	42.0%
6040- Accounting	11,875.00	32,500.00	-20,625.00	36.5%
6050- Contract Labor	10,414.45	40,000.00	-29,585.55	26.0%
6065- Dominion expenses	3,235.50	60,000.00	-56,764.50	5.4%
6080- Education	5,079.33	25,000.00	-19,920.67	20.3%
6100- Engineering	105,826.15	100,000.00	5,826.15	105.8%
6110-Conservation Rebates	150.00	2,500.00	-2,350.00	6.0%
6115- GPS/GIS	0.00	50,000.00	-50,000.00	0.0%
6130- Insurance	9,085.50	17,500.00	-8,414.50	51.9%
6140- Lab & Test Fees	4,165.00	14,000.00	-9,835.00	29.8%
6150- Legal	7,293.87	37,500.00	-30,206.13	19.5%
6170 - Meter Expenses	17,762.81	125,000.00	-107,237.19	14.2%
6180- Misc. Expenses	150.97	10,000.00	-9,849.03	1.5%
6200- Office Expense	4,832.34	20,000.00	-15,167.66	24.2%
6210-Operating Supplies	0.00	4,000.00	-4,000.00	0.0%
6220- Permits	839.88	5,000.00	-4,160.12	16.8%
6230- Repairs and Maint	39,697.69	200,000.00	-160,302.31	19.8%
6240- Safety Equipment	1,117.53	2,000.00	-882.47	55.9%
6260- Utilities	14,624.58	75,000.00	-60,375.42	19.5%
6270- Vehicle	3,323.79	11,000.00	-7,676.21	30.2%
6280- Water Costs	401,554.66	1,552,000.00	-1,150,445.34	25.9%
6300- Bank Service Charges	601.61			
7290- Water Rights	2,555.50	75,000.00	-72,444.50	3.4%
7300- Capital Projects	177,001.71	6,400,000.00	-6,222,998.29	2.8%
Total Expense	<u>959,640.78</u>	<u>9,188,000.00</u>	<u>-8,228,359.22</u>	<u>10.4%</u>
Net Ordinary Income	<u>-959,640.78</u>	<u>-9,188,000.00</u>	<u>8,228,359.22</u>	<u>10.4%</u>
Net Income	<u><u>-959,640.78</u></u>	<u><u>-9,188,000.00</u></u>	<u><u>8,228,359.22</u></u>	<u><u>10.4%</u></u>

Roxborough Water and Sanitation District
Profit & Loss Budget vs. Actual-PVH
 January through May 2021

	<u>Jan - May 21</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense				
Income				
5200- Property Taxes	321,212.30	465,070.00	-143,857.70	69.1%
5210- Specific Ownership Taxes	18,551.76	50,000.00	-31,448.24	37.1%
5820- Investment Income	31.87	75.00	-43.13	42.5%
Total Income	<u>339,795.93</u>	<u>515,145.00</u>	<u>-175,349.07</u>	<u>66.0%</u>
Gross Profit	339,795.93	515,145.00	-175,349.07	66.0%
Expense				
6040- Accounting	5,000.00	12,000.00	-7,000.00	41.7%
6080- Education	0.00	2,500.00	-2,500.00	0.0%
6100- Engineering	0.00	5,000.00	-5,000.00	0.0%
6150- Legal	445.00	2,500.00	-2,055.00	17.8%
6250- Treasurers Fees	4,818.19	9,000.00	-4,181.81	53.5%
6500- CWRPDA Debt Service	0.00	303,013.00	-303,013.00	0.0%
6550-CWCB Debt Service	0.00	115,447.00	-115,447.00	0.0%
Total Expense	<u>10,263.19</u>	<u>449,460.00</u>	<u>-439,196.81</u>	<u>2.3%</u>
Net Ordinary Income	<u>329,532.74</u>	<u>65,685.00</u>	<u>263,847.74</u>	<u>501.7%</u>
Net Income	<u><u>329,532.74</u></u>	<u><u>65,685.00</u></u>	<u><u>263,847.74</u></u>	<u><u>501.7%</u></u>

SUPPLEMENTAL INFORMATION

Roxborough Water & Sanitation District
May 31, 2021

Long Term Obligations

CWCB- 2014 Loan	\$ 16,103,219
CT2015-176 CWCB-PVH Water Supply	\$ 2,052,006
2015 CWRPDA- PVH Infrastructure	\$ 3,941,715
2019-2250 CWCB- Ravenna	\$ 1,427,742
2005 CWRPDA Loan Payable	<u>\$ 3,135,000</u>
TOTAL LONG TERM LIABILITIES	\$ 26,659,682

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 May 31, 2021 is as follows:

	General Fund	Debt Service		Capital Projects Fund	Water		Sewer		Total
		Water Fund	Sewer Fund		Fund	Fund	Fund	Fund	
Operating Reserve	\$ -	\$ -	\$ -	\$ 543,316	\$ 3,000,000	\$ 1,000,000	\$ -	\$ -	\$ 4,543,316
Capital Reserve	-	-	-	821,553	174,768	-	-	-	\$ 996,321
Operating Cash	<u>2,198,744</u>	<u>1,481,308</u>	<u>5,043,251</u>	<u>-</u>	<u>8,961,247</u>	<u>9,455,077</u>	<u>632,131</u>	<u>27,771,758</u>	
Total Cash on Hand	\$ 2,198,744	\$ 1,481,308	\$ 5,043,251	\$ 543,316	\$ 12,782,800	\$ 10,629,845	\$ 632,131	\$ 33,311,395	

**Roxborough Water and Sanitation
Distribution of Cash in Bank- Water Fund
2021**

	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Cash Funds Available												
Cash in Bank - Water Fund	12,034,383	12,237,477	12,490,319	12,684,907	12,782,800	0	0	0	0	0	0	0
Total Funds Available	12,034,383	12,237,477	12,490,319	12,684,907	12,782,800	0	0	0	0	0	0	0
Distribution of Available Funds												
Operating Reserve	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000	0	0	0	0	0	0	0
25% of Budgeted Expenditures												
Capital Reserve	344,117	487,606	576,509	691,324	821,553	0	0	0	0	0	0	0
Operating Cash	8,690,266	8,749,871	8,913,810	8,993,583	8,961,247	0	0	0	0	0	0	0
Total Cash	12,034,383	12,237,477	12,490,319	12,684,907	12,782,800	0	0	0	0	0	0	0
Capital Reserve												
Beginning Reserve Balance	185,948	344,117	487,606	576,509	691,324	0	0	0	0	0	0	0
Additions to Reserve	193,675	193,675	193,675	193,675	193,675	0	0	0	0	0	0	0
Use of Reserves	35,506	50,186	104,772	78,860	63,446	0	0	0	0	0	0	0
Ending Reserve Balance	344,117	487,606	576,509	691,324	821,553	0	0	0	0	0	0	0

**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	9,028,954	9,169,321	10,371,854	10,617,604	10,629,845	0	0	0	0	0	0	0
Total Funds Available	9,028,954	9,169,321	10,371,854	10,617,604	10,629,845	0	0	0	0	0	0	0
Distribution of Available Funds												
Operating Reserve	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	0	0	0	0	0	0	0
25% of Budgeted Expenditures												
Capital Reserve	11,046	49,393	123,520	209,355	174,768	0	0	0	0	0	0	0
Operating Cash	8,017,908	8,119,928	9,248,334	9,408,249	9,455,077	0	0	0	0	0	0	0
Total Available Funds	9,028,954	9,169,321	10,371,854	10,617,604	10,629,845	0	0	0	0	0	0	0
Capital Reserve												
Beginning Reserve Balance	0	11,046	49,393	123,520	209,355	0	0	0	0	0	0	0
Additions to Reserve	35,000	185,000	185,000	185,000	185,000	0	0	0	0	0	0	0
Use of Reserves	-23,954	-146,653	-110,873	-99,165	-219,587	0	0	0	0	0	0	0
Ending Reserve Balance	11,046	49,393	123,520	209,355	174,768	0	0	0	0	0	0	0

No Assurance is provided on these Financial Statements

Roxborough Water and Sanitation
Distribution of Cash in Bank - Debt Service
2021

Cash Funds Available - Water Treatment Plant

	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Beginning Cash Balance	1,688,617	1,164,065	1,255,500	1,255,500	1,389,612	0	0	0	0	0	0	0
Surcharge Collected	90,965	91,435	91,464	91,448	91,696	0	0	0	0	0	0	0
Availability of Service Trans.	49,341	0	0	42,664	0	0	0	0	0	0	0	0
Payment of Debt	664,858	0	0	0	0	0	0	0	0	0	0	0
Ending Cash Balance	1,164,065	1,255,500	1,346,964	1,389,612	1,481,308	0	0	0	0	0	0	0

Cash Funds Available - Sewer Debt Service

	Jan	Feb	March	April	April	April	April	April	April	Sept	Sept	Sept
Operating Cash	4,419,084	4,592,644	4,783,384	4,770,445	5,043,251	0	0	0	0	0	0	0
Total	5,583,149	5,848,144	6,130,348	6,160,057	6,524,559	0	0	0	0	0	0	0

No Assurance is provided on these Financial Statements

Roxborough Water & Sanitation District
 Property Tax Schedule
 2021

SUMMARY – DOUGLAS & JEFFERSON COUNTIES

	2021										2021		
	Property Taxes	Delinquent Tax, Rebates and Abatements	Specific Ownership Taxes	Interest	Treasurer's Fees	HB 1006 Tax	HB 1006 Treasurer's Fee	Total Amount Received	Percentage of Levied Taxes Received		Total Amount Received	Percentage of Levied Taxes Received	
									Monthly	Y-T-D		Monthly	Y-T-D
January	\$ 4		\$ 15,591	\$ 4			\$ 15,599	0.00%	0.00%	\$ 15,599	0.00%	0.85%	
February	\$ 68,135		\$ 16,390		\$ (1,023)		\$ 83,502	3.27%	3.27%	\$ 83,502	4.53%	5.37%	
March	\$ 392,549		\$ 14,080		\$ (8,580)		\$ 398,049	18.84%	22.11%	\$ 398,049	21.57%	26.95%	
April	\$ 108,445		\$ 19,619		\$ (1,627)		\$ 126,437	5.21%	27.32%	\$ 126,437	6.85%	33.80%	
May	\$ 821,478		\$ 16,852		\$ (12,322)		\$ 826,008	39.43%	66.75%	\$ 826,008	44.77%	78.57%	
June							\$ -	0.00%	66.75%	\$ -	0.00%	78.57%	
July							\$ -	0.00%	66.75%	\$ -	0.00%	78.57%	
August							\$ -	0.00%	66.75%	\$ -	0.00%	78.57%	
September							\$ -	0.00%	66.75%	\$ -	0.00%	78.57%	
October							\$ -	0.00%	66.75%	\$ -	0.00%	78.57%	
November							\$ -	0.00%	66.75%	\$ -	0.00%	78.57%	
December							\$ -	0.00%	66.75%	\$ -	0.00%	78.57%	
TOTAL	\$ 1,390,611	\$ -	\$ 82,532	\$ 4	\$ (23,552)	\$ -	\$ 1,449,595	66.75%	66.75%	\$ 1,449,595	78.57%	78.57%	

<u>Douglas County</u>		<u>Jefferson County</u>	
\$ 175,246,790	Assessed Value	\$ 64,024,440	
6.208	General Mill Levy	6.208	
<u>\$ 1,087,932</u>		<u>\$ 397,464</u>	
2.9000	Debt Mill Levy	2.9000	
<u>\$ 508,216</u>		<u>\$ 185,671</u>	



ROXBOROUGH WATER AND SANITATION DISTRICT

The Roxborough Water & Sanitation District and Plum Valley Heights Subdistrict of the Roxborough Water & Sanitation District Regular Board meeting and Budget Hearing will be held in the Community Room at the West Metro Fire Station #15 located at 6222 N Roxborough Park Rd, Littleton, CO 80125

This meeting can also be accessed via video conference at **ZOOM Meeting ID 895 9942 4262**
Password: 434101

Date: Wednesday, July 21, 2021
Time 8:00 am

Board of Directors
Keith Lehmann
Ken Maas
Dave Bane
Christine Thomas
Stephen Throneberry

Term Expiration
5/2022
5/2023
5/2023
5/2022
5/2022

- I. Call to Order/Declaration of Quorum/Disclosure of Conflicts of Interest
- II. Public Comment on items not on Agenda

CONVENE AS THE BOARD OF THE PLUM VALLEY HEIGHTS (PVH) SUBDISTRICT OF THE RWSD

- III. Consent Agenda
 - a. Approve the Minutes of the Regular Meeting of the PVH Subdistrict which is contained in and is part of the Minutes of the Roxborough Water & Sanitation District Minutes for the Regular Meeting on June 16, 2021.
- IV. Staff Reports
 - a. General Manager’s Report
 - b. Financial Reports
- V. **Board Action Items**

ADJOURN AS THE PVH SUBDISTRICT OF RWSD AND CONVENE AS THE RWSD BOARD

- VI. Consent Agenda
 - a. Approve the Minutes of the Regular Meeting of the RWSD on June 16, 2021.
 - b. Ratify Payrolls for June 30 and July 15, 2021
 - c. Ratify Payments since June 16, 2021 #
 - d. Approve Payments of Claims: Checks#
 - e. Approve Pay App #2 Brannan Construction in the amount of \$47,365.51
 - f. Approve Change Order #1 Brannan Construction in the amount of \$16,961.25 and add 2 days to Milestone 1
- VII. 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
- VIII. **Board Action Items:**
 - a. **Terminate April 2020 Emergency Declaration**
 - b. **Approve Agreement with HDR Engineering, Inc. for a Filter Optimization Study at the Water Treatment Plant and Authorize General Manager to Execute the Agreement**
 - c. **Approve Dominion Water and Sanitation District High Zone Pump Change Order Award with Reynolds Construction**
 - d. **Executive Session to Discuss Water Rights Matters**
- IX. **Adjourn**

ROXBOROUGH WATER & SANITATION DISTRICT

TERMINATION OF DECLARATION OF LOCAL DISASTER EMERGENCY

WHEREAS, on March 11, 2020, the Governor of the State of Colorado declared a statewide emergency regarding the occurrence or imminent threat of widespread severe damage, injury or loss of life resulting from the COVID-19 pandemic (“Statewide Emergency Declaration”); and

WHEREAS, the Roxborough Water & Sanitation District (“District”) determined that it was in the public interest to have emergency resources available to work to safeguard the health and safety of the community during the Statewide Emergency Declaration; and

WHEREAS, on March 16, 2020, pursuant to C.R.S. § 24-33.5-709, the District’s General Manager declared a local disaster emergency for the District as a result of the imminent threat caused by the COVID-19 pandemic (“Declaration of Local Disaster Emergency”); and

WHEREAS, the effect of the Declaration of Local Disaster Emergency was to activate the response and recovery aspects of any and all applicable local and interjurisdictional disaster emergency plans and to authorize the furnishing of aid and assistance under such plans; and

WHEREAS, on March 18, 2020, pursuant to C.R.S. § 24-33.5-709, the Board of Directors (“Board”) of the District determined to extend the Declaration of Local Disaster Emergency until such time as the Board determined (“Extension of Local Disaster Emergency”); and

WHEREAS, on July 8, 2021, the Governor of the State of Colorado rescinded the Statewide Emergency Declaration as most of the measures directed toward responding to the COVID-19 pandemic are no longer needed; and

WHEREAS, in response to the rescission of the Statewide Emergency Declaration, the Board desires to terminate the Declaration of Local Disaster Emergency, as extended, as the imminent threat caused by the COVID-19 pandemic has subsided.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE ROXBOROUGH WATER & SANITATION DISTRICT HEREBY RESOLVES AS FOLLOWS:

1. The Declaration of Local Disaster Emergency, as extended by the Extension of Local Disaster Emergency, collectively attached hereto as Exhibit A, is hereby terminated.
2. Pursuant to C.R.S. § 24-33.5-709, this termination shall be given prompt and general publicity and shall be filed with the Douglas County Clerk and Recorder, the Jefferson County Clerk and Recorder, and with the Colorado Office of Emergency Management.

(Signatures on following page)

APPROVED AND ADOPTED this ____ day of July 2021.

ROXBOROUGH WATER AND SANITATION
DISTRICT, a quasi-municipal corporation and political
subdivision of the State of Colorado

By: _____
Its: _____

ATTEST:

By: _____
Its: _____

EXHIBIT A
DECLARATION OF LOCAL DISASTER EMERGENCY
AND EXTENSION OF LOCAL DISASTER EMERGENCY

ROXBOROUGH WATER & SANITATION DISTRICT
DECLARATION OF LOCAL DISASTER EMERGENCY

WHEREAS, the Governor of the State of Colorado has declared a statewide emergency regarding the occurrence or imminent threat of widespread or severe damage, injury or loss of life or property resulting from the COVID-19 pandemic; and

WHEREAS, it is in the public interest for the District to have emergency resources available to work to safeguard the health and safety of the community; and

WHEREAS, pursuant C.R.S. § 24-33.5-709 the District's General Manager is authorized to declare a local disaster emergency; and

WHEREAS, the effect of the declaration of a local disaster emergency is to activate the response and recovery aspects of any and all applicable local and interjurisdictional disaster emergency plans and to authorize the furnishing of aid and assistance under such plans.

NOW, THEREFORE, IT IS ORDERED THAT:

Section 1. The District's General Manager hereby declares, pursuant to C.R.S. § 24-33.5-709, a local disaster emergency for Roxborough, due to the imminent threat caused by the COVID-19 pandemic. The General Manager is implementing measures with respect to District employees and access to certain District owned facilities.

Section 2. This Declaration shall be effective until March 23, 2020, unless continued by the District's Board of Directors. This declaration shall be filed with the Douglas County Clerk and Recorder's Office, the Jefferson County Clerk and Recorder's Office, and with the Colorado Office of Emergency Management.

SO ORDERED this 16th day of March, 2020.

**ROXBOROUGH WATER & SANITATION
DISTRICT**


Barbara Biggs, General Manager

**RESOLUTION OF BOARD OF DIRECTORS OF ROXBOROUGH WATER AND
SANITATION DISTRICT**

EXTENSION OF DECLARATION OF LOCAL DISASTER EMERGENCY

WHEREAS, the Governor of the State of Colorado has declared a statewide emergency regarding the occurrence or imminent threat of widespread or severe damage, injury or loss of life or property resulting from the COVID-19 pandemic; and

WHEREAS, it is in the public interest for the District to have emergency resources available to work to safeguard the health and safety of the community; and

WHEREAS, pursuant C.R.S. § 24-33.5-709 the District's General Manager is authorized to declare a local disaster emergency; and

WHEREAS, the effect of the declaration of a local disaster emergency is to activate the response and recovery aspects of any and all applicable local and interjurisdictional disaster emergency plans and to authorize the furnishing of aid and assistance under such plans; and

WHEREAS, on March 16, 2020, the District's General Manager declared a local disaster emergency for Cordillera as a result of the imminent threat caused by the COVID-19 pandemic.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE ROXBOROUGH WATER AND SANITATION DISTRICT RESOLVES AS FOLLOWS:

Section 1. The District's General Manager's March 16, 2020 Declaration of Local Disaster Emergency is hereby continued until such time as the Board of Directors determines, as permitted pursuant to C.R.S. § 24-33.5-709, due to the imminent threat caused by the COVID-19 pandemic. The General Manager is directed to continue implementing measures with respect to District employees and access to certain District owned facilities.

SO RESOLVED this 18th day of March, 2020.

**ROXBOROUGH WATER AND SANITATION
DISTRICT**



Ken Maas, President

PROFESSIONAL SERVICES AGREEMENT

This **PROFESSIONAL SERVICES AGREEMENT** (“Agreement”) is made and entered into as of the ____ day of July, 2021, 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 District was organized pursuant to the laws of the State of Colorado in order to construct, operate and maintain certain public facilities, improvements, and infrastructure in accordance with its service plan; and

WHEREAS, pursuant to Section 32-1-1001(1)(d)(I), C.R.S., the District is permitted to enter into contracts affecting its affairs; and

WHEREAS, the District desires certain engineering services to complete a filter optimization study at 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 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 “Services”). The District may, from time to time, request changes to the 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 this Agreement. No amendment to provide for a change in the 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 Agreement.

1.2 Professional Practices. The Services shall be provided by personnel experienced in their respective fields and using that degree of skill and knowledge customarily employed by other professionals performing similar services in the Denver metropolitan area. The Consultant shall be responsible for providing, at the Consultant’s sole cost and expense, all management, supervision, labor, materials, administrative support, supplies and equipment necessary to perform the Services, all in accordance with this Agreement.

1.3 Representation. The Consultant represents that it is familiar with all laws that may affect its performance of this Agreement and shall advise the District of any changes in any laws that

may affect the Consultant's performance of this Agreement. The Consultant represents that it shall perform the Services in compliance with all applicable laws and regulations.

1.4 Subcontractors. The Consultant is solely and fully responsible to the District for the Services, including all acts and omissions of subcontractors and their employees. The Consultant will require any subcontractor to obtain the required insurance coverage pursuant to Section 5.0 hereof and to agree to indemnify the District in the same manner as the Consultant pursuant to Section 7.5 hereof.

1.5 Responsibility for Errors. The Consultant shall be responsible for its work and results pursuant to this Agreement. The Consultant, when requested, shall furnish clarification and/or explanation as may be required by the District regarding any Services rendered at no additional cost to the District. In the event that an error or omission attributable to the Consultant occurs, the Consultant shall, at no cost to the District, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of the District and participate in any meeting required with regard to the correction at no cost to the District.

2.0 Compensation and Billing

2.1 Compensation. Compensation for satisfactory performance of the 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 Nineteen Thousand Nine Hundred and Fifteen Dollars (\$19,915), 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 this Agreement 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.

2.3 Method of Billing. The Consultant shall submit invoices for the Services performed to the District for approval on a progress basis by the 3rd day of each month. The invoices shall be based on the total of all Services provided by the Consultant that have been completed to the District's sole satisfaction. The District shall pay Consultant's invoice within forty-five (45) days from the 3rd day of each month. Each invoice shall describe in detail the Services performed and the associated time for completion.

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 Agreement (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.

3.2 Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or Parties. Such acts include, but are not limited to, acts of God, fire, strikes, material shortages, riots, acts of war, or any other condition beyond the reasonable control of a party.

4.0 TERM AND TERMINATION

4.1 Term. This Agreement shall commence upon the Effective Date and shall expire upon the completion of all Services, provided that, in the event the completion of Services occurs in a fiscal year following the Effective Date of this Agreement, such Services to be performed in the following fiscal year shall be subject to annual appropriations by the District. This Agreement may be extended in writing upon mutual agreement of the Parties, and such writing shall become an amendment to and part of this Agreement. Any extension of this Agreement shall be subject to annual appropriations by the District.

4.2 Notice of Termination. The District may terminate this Agreement prior to its expiration or completion of the Services for convenience or for cause, in whole or in part, by delivery to the Consultant of a written notice of termination. Notice shall specify the extent and effective date of termination. If the Consultant violates any provision of this Agreement, the Consultant shall be liable for actual damages to the District. In the event of such termination, the Consultant shall immediately stop rendering Services unless otherwise directed by the District. The Consultant may terminate this Agreement, with cause, by delivery to the District of written notice of termination at least thirty (30) days prior to the effective date of termination. The Consultant shall stop rendering Services upon the effective date of termination. As a condition precedent to termination for cause, the non-defaulting party shall allow the defaulting party a reasonable opportunity to cure the default. If the defaulting party fails to so timely cure to the default, the non-defaulting party shall have the right to terminate for cause.

4.3 Compensation. In the event of termination by either party, the District shall pay the Consultant only for those Services satisfactorily performed, as determined by the District, up to the effective date of termination. Compensation for work in progress shall be prorated as to the percentage of work completed as of the effective date of termination, as applicable. In ascertaining the Services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the Services contemplated herein whether delivered to the District or in the possession of the Consultant.

4.4 Documents. In the event of termination of this Agreement by either party, all documents, including all Work Product as described in Section 7.1 prepared by the Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the District if all undisputed amounts owed to the Consultant are paid within ten (10) days of delivery of the effective date of termination, at no cost to the District. Any use of uncompleted documents without specific written authorization from the Consultant shall be at the District's sole risk and without liability or legal expense to the Consultant.

5.0 INSURANCE

5.1 Minimum Scope and Limits of Insurance. The Consultant shall acquire and maintain in full force and effect during the entire term of this Agreement, and at its sole cost and expense, including any extension of this Agreement, the minimum insurance coverages and limits set forth in this Section 5.1 to provide protection from claims set forth below that may arise out of or result from the Consultant's performance or obligation pursuant to this Agreement, whether such performance is

by the Consultant, by anyone directly or indirectly employed by the Consultant, or by anyone who acts on behalf of the Consultant, including any subcontractors of the Consultant. The minimum insurance coverages and limits to be acquired by the Consultant are as follows:

(1) Commercial General Liability Insurance:

General Aggregate	\$ 2,000,000.00
Products and Completed Operations	\$ 1,000,000.00
Personal and Advertising Injury	\$ 1,000,000.00
Each Occurrence	\$ 1,000,000.00
Damage to Rented Premises	\$ 100,000.00
Medical Expenses (Any one person)	\$ 5,000.00

(2) Comprehensive Automobile Liability Insurance shall include all motor vehicles owned, hired, leased, or borrowed, with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence.

(3) Workmen's Compensation and Employer Liability Insurance:

Worker's Compensation	Per Colorado Statutes
Employers' Liability	\$1,000,000 each accident

(4) Professional Liability Insurance: Professional Liability insurance with coverage in the amount of One Million Dollars (\$1,000,000) each claim and in the aggregate covering the negligent acts, errors, or omissions of the Consultant and/or its subcontractors in the performance of the Services.

(5) Umbrella Policy: \$1,000,000

Unless otherwise indicated, all policies listed herein shall be on an occurrence basis.

5.2 Additional Insured Parties. The District shall be named as an additional insured on all policies (except workers' compensation and professional liability insurance). The Consultant's insurance coverage shall be primary insurance and non-contributory with respect to all other available insurance sources.

5.3 Certificates of Insurance. Prior to performing the Services pursuant to this Agreement, the Consultant shall provide the District with certificates of insurance showing the insurance coverages and required endorsements described above.

5.4 Notice. The Consultant agrees to provide the District with a minimum 10-day notice for the cancellation of any insurance policies required by this Agreement due to the non-payment of a premium and with a minimum of a 30-day notice for any change to or cancellation of an insurance policy other than for non-payment of a premium. Any failure on the part of the Consultant to comply with the notice reporting provisions or other conditions of the insurance policies set forth herein shall not affect the obligation of the Consultant to provide the required coverage to the District and its directors, officers, employees, and agents.

5.5 Subcontractor Insurance. If the Consultant subcontracts any portion(s) of the Services, said subcontractor(s) shall be required to maintain the insurance coverages set forth in Section 5.1 hereof. The Consultant shall require each subcontractor to provide to the Consultant insurance certificates and endorsements, including necessary updates to the same, demonstrating compliance with Section 5.1. The Consultant shall retain all subcontractor insurance certificates and endorsements for the duration of the Agreement. The Consultant shall, upon District request, submit them to the District for review. Failure to acquire and maintain subcontractor insurance certificates is a material breach of this Agreement.

5.6 Non-limiting. No provision, term or condition set forth in Sections 5.0 through 5.5 of this Agreement shall be construed as limiting in any way, the indemnification provision contained in Section 6.5 hereof, or any rights, immunities and protections provided to the District by the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, C.R.S., or the extent to which the Consultant may be held responsible for payments of damages to persons or property.

6.0 ILLEGAL ALIEN PROVISIONS.

6.1 Certification. Prior to the execution of this Agreement, the Consultant shall certify to the District, as attached hereto as **Exhibit B**, that at the time of certification, it does not knowingly employ or contract with an illegal alien who will perform work pursuant to this Agreement and that the Consultant will participate in either the E-Verify Program administered by the U.S. Department of Homeland Security and the Social Security Administration, or in the Colorado Department of Labor and Employment's Employment Verification Program (the "Department Program"), as further described in Section 6.6 herein, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work pursuant to this Agreement.

6.2 Prohibited Acts. The Consultant shall not:

(A) Knowingly employ or contract with an illegal alien to perform work pursuant to this Agreement; or

(B) Enter into a contract with a subcontractor that fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work pursuant to this Agreement.

6.3 Verification.

(A) The Consultant has confirmed the employment eligibility of all employees who are newly hired for employment to perform work pursuant to this Agreement through participation in either the E-Verify Program or the Department Program.

(B) The Consultant shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

(C) If the Consultant obtains actual knowledge that a subcontractor performing work pursuant to this Agreement knowingly employs or contracts with an illegal alien, the Consultant shall:

(i) Notify the subcontractor and the District within three (3) days that the Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(ii) Terminate the subcontract with the subcontractor if, within three (3) days of receiving the notice required pursuant to subparagraph (i) hereof, the subcontractor does not stop employing or contracting with the illegal alien; except that the Consultant shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

6.4 Duty to Comply with Investigations. The Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment (the "Department") made in the course of an investigation conducted pursuant to Section 8-17.5-102 (5), C.R.S. to ensure that the Consultant is complying with the terms and conditions contained under Section 6.0 of this Agreement.

6.5 Breach. If the Consultant violates any provision set forth under Section 6.0 herein, the District may terminate the Agreement for breach of the Agreement. If the Agreement is so terminated, the Consultant shall be liable for actual and consequential damages to the District. The District shall notify the Colorado office of the Secretary of State if the Consultant violates any provision set forth under Section 6.0 herein and the District terminates the Agreement.

6.6 Department Program. If the Consultant participates in the Department Program in lieu of the E-Verify Program, the Consultant shall notify the Department and the District of such participation. The Consultant shall, within twenty (20) days after hiring an employee who is newly hired for employment to perform work under the Agreement, affirm that the Consultant has examined the legal work status of such employee, retained file copies of the documents required by 8 U.S.C. Sec. 1324a, and has not altered or falsified the identification documents for such employees. The Consultant shall provide a written, notarized copy of the affirmation to the District.

7.0 GENERAL PROVISIONS

7.1 Ownership of Work Product. Any and all Work Product, as such term is defined herein, created, prepared, and/or produced by the Consultant pursuant to this Agreement shall become the sole and exclusive property of the District under all circumstances, whether or not the Consultant completes the Services or the Agreement is terminated. Upon request, all Work Product shall be delivered to the District in hard copy and in an electronic format compatible to the District's computer applications at the Consultant's expense. Upon payment to the Consultant for its Services, the District shall have the right to use and re-use all Work Product resulting from the Consultant's efforts performed pursuant to this Agreement in any way or manner deemed appropriate by the District. Any modification of the documents, without written verification, completion, or adaptation by the Consultant, as appropriate for the specific purpose intended, will be at the District's sole risk and without liability or legal exposure to the Consultant or to its officers, directors, members, partners, agents, employees, and subcontractors. The District's use of any or all such Work Product for its own purposes shall not be a violation of any patent or copyright thereof. The Consultant agrees that the copyright and other intellectual property rights (as are applicable) in and to any component of the Work Product, and to the design and content of the Work Product, are hereby assigned and shall belong exclusively to the District. Upon request by the District, the Consultant shall promptly execute whatever legal documents or other materials that the District deems necessary to secure, perfect, or substantiate the District's exclusive rights and interest in any Work Product created pursuant to this Agreement. For purposes of

this Agreement, “Work Product” includes, but is not limited to, any and all finished or unfinished design, development and/or construction documents, drawings, reports, writings, data, studies, graphics, maps, plans, specifications, electronic files and other documents, materials and information, in every form and/or format, which the Consultant prepared and/or used in connection with this Agreement. All drawings, specifications and other documents prepared by the Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the District or others on extensions of the work or on any other project.

7.2 Independent Contractor Status. The Consultant is an independent contractor and nothing contained herein shall be construed as constituting any relationship with the District other than that of owner and independent contractor, nor shall it be construed as creating any relationship whatsoever between the District and any of the Consultant’s employees. Neither the Consultant nor any of its employees are or shall be deemed employees of the District. The Consultant is not, and shall not act as, the agent of the District. The employees who assist the Consultant in the performance of the Services shall at all times be under the Consultant’s exclusive direction and control and shall be employees of the Consultant and not employees of the District. The Consultant shall pay all wages, salaries, and other amounts due the Consultant’s employees in connection with the performance of the Services and shall be responsible for all reports and obligations respecting such employees including, without limitation social security tax, income tax withholding, unemployment compensation, worker’s compensation, employee benefits and similar matters. Further, the Consultant has sole authority and responsibility to employ, discharge, and otherwise control the Consultant’s employees. The Consultant has sole authority and responsibility as principal for the Consultant’s agents, employees, subcontractors and all others the Consultant hires to perform or assist in performing the Services. Upon execution of this Agreement, the Consultant shall provide the District with a copy of the Consultant’s IRS Form W-9, Request for Taxpayer Identification Number.

7.3 Modification. This Agreement may not be amended, modified, or changed, in whole or in part, without a written agreement executed by both the District and the Consultant.

7.4 Assignment. The Consultant shall not assign or transfer all or any part of the Consultant’s interest in this Agreement without the District’s prior written consent. Any attempted assignment or transfer shall be void and shall constitute a breach of the Agreement and cause for termination of this Agreement. Regardless of the District’s consent, no assignment or transfer shall release the Consultant from the Consultant’s obligation to perform all other obligations to be performed by the Consultant hereunder for the term of the Agreement. The consent to one assignment shall not be deemed to be consent to any subsequent assignment nor the waiver of any right to consent to such subsequent assignment.

7.5 Indemnification. The Consultant shall indemnify, assume all responsibility for, and hold harmless the District and each of its directors, officers, employees, servants, agents, and authorized volunteers, from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, and expenses (including reasonable attorneys’ fees), and liabilities arising, or alleging to arise, directly, in whole or in part, from any intentional tort or negligent act or omission of the Consultant or any of its subcontractors, agents or employees, in connection with the Consultant’s performance, duties, and obligations pursuant to this Agreement; provided, however, that the Consultant shall not be liable for any claim, loss, damage, injury or liability caused by the negligence or fault of the District or any third party under the control or supervision of the District. If the Consultant is providing architectural, engineering, surveying, or other design services, then the extent of the Consultant’s obligation to indemnify or hold harmless the District may

be determined only after the Consultant's liability or fault has been determined by adjudication, alternative dispute resolution, or otherwise resolved by mutual agreement between the Consultant and the District. The obligations of the indemnifications extended by the Consultant to the District under this Paragraph shall survive termination or expiration of this Agreement.

7.6 Governmental Immunity. Nothing in this Agreement shall be construed to be a waiver, in whole or in part, of any right, privilege, or protection afforded the District or its Board of Directors, officers, employees, servants, agents, or authorized volunteers, pursuant to the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, C.R.S., as amended from time to time.

7.7 Liability of the District. No provision, covenant or agreement contained in this Agreement, nor any obligations herein imposed upon the District shall constitute or create an indebtedness or debt of the District within the meaning of any Colorado constitutional provision or statutory limitation.

7.8 Subject to Annual Appropriations. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The District's payment obligations hereunder, including for any change in Services authorized pursuant to an amendment to this Agreement as set forth in Section 1.1 hereof, are subject to annual appropriations. The District has appropriated sufficient funds for this Agreement for the current fiscal year.

7.9 Notices. Any notices, demands, or other communications required or permitted to be given by any provision of this Agreement shall be in writing and may be personally delivered; sent by certified mail, return receipt requested; sent by electronic mail, delivery receipt requested; or sent by a nationally recognized receipted overnight delivery service for earliest delivery the next day. Any such notice shall be deemed to have been given as follows: when personally delivered to the party to whom it is addressed; when mailed, three delivery (3) days after deposit in the United States mail, postage prepaid; when by electronic mail, on the day sent if sent on a day during regular business hours (9 a.m. to 5 p.m.) of the recipient, otherwise on the next day at 9 a.m.; and when by overnight delivery service, one (1) day after deposit in the custody of the delivery service. The addresses for mailing, transmitting, or delivering notices shall be as follows:

If to the District: Roxborough Water and Sanitation District
Attention: Barbara J. Biggs
6222 North Roxborough Park Road
Littleton, CO 80125
Email: Barbara@roxwater.org

Copy to: Icenogle Seaver Pogue, P.C.
Attn: Alan D. Pogue
4725 S. Monaco St., Suite 360
Denver, Colorado 80237
Email: APogue@ISP-law.com

If to the Consultant: HDR Engineering, Inc.
Attention: Ken Lowrey
1670 Broadway, Suite 3400
Denver, CO 80202-4824
Email: Ken.Lowrey@hdrinc.com

7.10 No Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy with respect to any occurrence of event shall not be deemed a waiver of any right or remedy with respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

7.11 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

7.12 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance.

7.13 Attorneys' Fees. In the event that litigation is brought by either party hereto in connection with this Agreement, the Prevailing Party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any terms, conditions, or provisions hereof. The Prevailing Party shall be defined as a plaintiff recovering 75% or more of the damages demanded from the defendant or a defendant ordered to pay 25% or less of the damages demanded by the plaintiff.

7.14 No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of the District and the Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under, or to this Agreement.

7.15 Mutual Waiver of Indirect or Consequential Damages. Neither Party to this Agreement shall be liable to the other Party or any entity claiming by or through the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract, or warranty -- express or implied. The Parties acknowledge that damages flowing from the provisions of Section 6 to this Agreement are based on state statute, and consequential damages may be recovered should Consultant breach any provision of Section 6.

7.16 Conflicts. The terms of this Agreement may be used to construe the intent of the Parties in connection with any exhibit addendum or amendment attached hereto, and shall be read as nearly as possible to make the provisions of any such exhibit, addendum, or amendment and this Agreement fully effective. Should any irreconcilable conflict arise between the terms of this Agreement and the provisions of any exhibit, addendum, or amendment, the terms of this Agreement shall prevail.

7.17 Headings. The headings, captions and titles contained herein are intended for convenience and reference only and are not intended to modify or explain content thereof, and shall not affect the meaning or interpretation of this Agreement.

7.18 Binding Agreement. This Agreement shall inure to and be binding upon the respective Parties hereto and their successors and permitted assigns.

7.19 Entire Agreement. This Agreement, including all exhibits attached hereto, constitutes the entire Agreement between the Parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations.

7.20 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.

(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: _____
Its: _____

CONSULTANT:

HDR Engineering, Inc.

By: Ken Lowrey
Its: Vice President

EXHIBIT A

SCOPE OF SERVICES & FEE/RATE SCHEDULE



Filter Assessment Report (Draft and Final)

\$5,380

HDR will summarize the data evaluation in a brief technical memorandum and provide recommendations and next steps to RWSD. A Draft Report will be issued for RWSD review and staff comments will be incorporated into the Final Report.

Total (Not to Exceed)

\$19,915

HDR Project Team Hour Summary

- Jenn Stillman – 46 hours
- Chance Lauderdale – 10 hours
- Sean Schumacher – 50 hours

It is possible that HDR will recommend that RWSD perform a filter core/solids retention test. The need for this test must be evaluated, and therefore is not included in the estimate above.

Thank you for contacting us about this opportunity. We are available to perform the site visit as early as the week of June 7th should you choose to proceed. Please let us know if you have any questions on this proposal. We look forward to working with you and your staff on this project.

Sincerely,

HDR Engineering, Inc.

Kenneth J. Lowrey Jr.

Vice President

Jennifer Stillman, PE

Project Manager

EXHIBIT B

**CERTIFICATION
REGARDING ILLEGAL ALIENS**

To: ROXBOROUGH WATER AND SANITATION DISTRICT

I, _____, as _____ of _____, the prospective "Consultant" for that certain contract for _____ services ("Agreement") to be entered into with Roxborough Water and Sanitation District, do hereby certify on behalf of said Consultant that, as of the date of this Certification, Consultant does not knowingly employ or contract with an illegal alien who will perform work pursuant to this Agreement and that Consultant will participate in either the E-Verify Program administered by the U.S. Department of Homeland Security and the Social Security Administration, or in the Colorado Department of Labor and Employment's Employment Verification Program pursuant to Section 8-17.5-102(5)(c), C.R.S. in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work pursuant to this Agreement.

Executed on the ___ of _____, 20__.

CONSULTANT

By: _____

Its: _____