

The Roxborough Water & Sanitation District and Plum Valley Heights Subdistrict of the Roxborough Water & Sanitation District Special Board meeting 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 874 5981 8759**

**Password: 694389**

Date: Wednesday, September 22, 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 July 21, 2021.
- IV. Staff Reports
  - a. General Manager's Report
  - b. Financial Reports
- V. **Board Action Items**
  - a. **Approval of the Inclusion Agreement with Valley View Christian Church, 11004 Wildfield Lane, Littleton, CO 80125**

### 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 August 18, 2021.
  - b. Ratify Payrolls for August 31, 2021 and September 15, 2021
  - c. Ratify Payments since August 18, 2021: Checks
  - d. Approve Payments of Claims: Checks
  - e. Approve Pay App #4 Brannan Construction in the amount of \$131,804.11
  - f. Approve Pay App #2 Redline Construction (Emergency Containment) in the amount of \$146,856.75
  - g. Ratify the Appointment of Larry D. Moore to represent RWSD on the Colorado Special District Property & Liability Insurance Pool Board of Directors
- 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. **Public Hearing on Inclusion of Rampart 55 LLC Property for 28 Residential Equivalents**
  - b. **Resolution 2021-09-01 Approving the Inclusion of Rampart 55 LLC Property**
  - c. **Approval of the Inclusion Agreement with Rampart 55 LLC**
  - d. **Approval of the Inclusion Agreement with Valley View Christian Church**
  - e. **Approval of the 1<sup>st</sup> Amendment to the High Zone Pump Agreement with Dominion Water and Sanitation District**
  - f. **Consider award of the Water Treatment Plant High Service Pump for Service to DWSD contract**
- IX. **Adjourn**

**RECORD OF PROCEEDINGS**

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**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  
August 18, 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 August 18, 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   |                     |                |
|                 | Alan Pogue, Icenogle Seaver Pogue, PC |                     |                |
|                 | Ted Snailum, TWS Financial            |                     |                |
| RWSD Employees: | Barbara Biggs                         | Guest Speaker:      | Lisa Darling   |
|                 | Mike Marcum                           |                     |                |
|                 | Mary Beth Chandler                    | Public Attendees:   | Ken Kerntke    |
|                 | Lisa Hoover                           |                     | Don Richardson |

**CALL TO ORDER:** The meeting was called to order at 8:00 a.m. by Director Lehmann. It was also established that a quorum was in attendance and there were no conflicts of interest to disclose. Lisa Darling, Executive Director of South Metro Water Supply Authority (SMWSA), gave an update on the SMWSA activities and priorities.

**PLUM VALLEY HEIGHTS SUBDISTRICT:**

**Upon a motion by Director Lehmann, second by Director Thomas 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 Bane 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 July 21, 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 June 30, 2021, Financial Recap for Plum Valley Heights. Upon a motion from Director Bane, second by Director Thomas and a unanimous vote, the Board approved the financial report for Plum Valley Heights.

**BOARD ACTION ITEMS:**

- A. Public Hearing on Inclusion of Valley View Christian Church, 11004 Wildfield Lane, Littleton CO 80125.** Director Lehman opened the Public Hearing on the Inclusion of the Valley View Christian Church. Mr. Richardson and Mr. Kerntke provided public testimony and answered Board member questions as representatives of the Church. The Public Hearing was closed at 8:40 a.m.
- B. Resolution 2021-08-01 Approving the Inclusion of Valley View Christian Church.** Upon a motion from Director Thomas, second by Director Bane, Resolution 2021-08-01 was unanimously approved.

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

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

**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 June 16, 2021
- B. Ratify Payrolls for July 31, and August 15, 2021
- C. Ratify Payments since July 21, 2021: Checks 100756-100794, 100798-100800
- D. Approve Payments of Claims: Checks 100795-100797, 100801-100831
- E. Approve Pay App #1 Redline Construction (Emergency Containment) in the amount of \$72,014.71

**GENERAL MANAGER'S REPORT:**

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

**LEGAL COUNSEL REPORT:**

Mr. Pogue provided a report on the 2021 General Assembly.

**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 June 30, 2021, RWSD Financial Statements to the Board. Upon a motion by Director Thomas, second by Director Throneberry, and unanimous vote by the Board, the financial report was approved.

**BOARD ACTION ITEMS:**

- A. Public Hearing on Inclusion of Valley View Christian Church:** Director Lehman opened the Public Hearing. There being no further public comment, the Public Hearing was closed.
- B. Resolution 2021-08-01 approving the inclusion of Valley View Christian Church:** Upon motion Director Throneberry, second by Director Thomas, and unanimous vote by the Board, Resolution 2021-08-01 on the inclusion of Valley View Christian Church was approved.
- C. Approve Change Order #2 Brannan Construction in the amount of \$291,155.42, add 42 days to Milestone 2, and 56 days to Milestone 3:** Upon a motion by Director Bane, second by Director Maas, and unanimous vote by the Board, the Brannan Construction Change Order #2 was approved.
- D. Approve Pay App #3 Brannan Construction in the amount of \$372,167.27** Upon a motion by Director Maas, second by Director Throneberry and unanimous vote by the Board, the Brannan Construction Pay App # 3 was approved.

**ADJOURN:**

Upon a motion by Director Thomas, second by Director Throneberry, the Board voted to adjourn the regular meeting of the Board of Directors. Meeting adjourned at 10:42 a.m.

Secretary of the meeting: \_\_\_\_\_

**General Manager's Report**  
**Plum Valley Heights Subdistrict of Roxborough Water and Sanitation District**  
**September 22, 2021**

**Valley View Christian Church:**

- Following approval of the Inclusion Agreement, we will begin working with the church on design of the service line to the church.

**Titan Road Industrial Park:**

- Nothing new on any of the proposed developments.
- The plan by Castle Rock and Dominion to construct regional wastewater infrastructure is still under consideration by the County.

**Chatfield East/Acres:**

- Received a complaint from a resident about erosion because of heavy rains. Since it's been 5 years since we completed the water line installation and the County signed off on our Grading, Excavation, and Sediment Control Permit, we referred them to the County.

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

**General Fund**

1. Property taxes collected for the month total \$ 84,538
2. Specific ownership taxes collected for the month total \$ 4,590
3. Accounting expenses \$ 1000
4. Paid CWPRDA debt service in the amount of \$ 151,506.44

## INCLUSION AGREEMENT

THIS INCLUSION AGREEMENT (the “Agreement”) is made and entered into as of \_\_\_\_\_, 2021 by and between ROXBOROUGH WATER AND SANITATION DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), PLUM VALLEY HEIGHTS SUBDISTRICT OF THE ROXBOROUGH WATER AND SANITATION DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “Subdistrict” and, together with the “District,” the “Districts”), and VALLEY VIEW CHRISTIAN CHURCH, a Colorado nonprofit corporation (collectively, “Owner”) (each a “Party” and collectively the “Parties”).

### RECITALS

WHEREAS, the District is authorized, pursuant to its service plan and the Special District Act, sections 32-1-101 *et seq.*, C.R.S. (the “Act”), to provide water service to customers within the District’s boundaries as they exist or may be changed in accordance with law; and

WHEREAS, Owner is the owner of a parcel of real property located in Douglas County, Colorado, as more fully described in Exhibit A, attached hereto and incorporated herein by reference (the “Parcel”); and

WHEREAS, Owner desires that the Parcel be included within the boundaries of the District pursuant to section 32-1-401, C.R.S. for purposes of receiving water service from the District for indoor use and fire protection purposes; and

WHEREAS, Owner also desires that the Parcel be included within the boundaries of the Subdistrict pursuant to section 32-1-401; and

WHEREAS, the Districts are willing to include the Parcel into its boundaries, subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual promises set forth in this Agreement, the Parties agree as follows:

1. General. The Districts will include the Parcel within its boundaries subject to the satisfaction of applicable terms and conditions set forth herein and any conditions relative to the inclusion as are set forth in the order for inclusion entered by the Douglas County District Court. Inclusion of the Parcels shall be effective upon the recording of the inclusion order in Office of the Clerk and Recorder for Douglas County, Colorado (the “Effective Date of Inclusion”).

2. Rules and Regulations. The Rules and Regulations of the District (the “Rules and Regulations”) are incorporated herein by reference. The Rules and Regulations apply to all measures associated with the inclusion of the Parcel, and the Parcel shall be subject to the Rules and Regulations on and after the Effective Date of Inclusion.

3. Petition. The Parties acknowledge that prior to the execution of this Agreement, Owner submitted a petition to the Boards of Directors of the Districts (the “Boards”) on August 2, 2021 requesting inclusion of the Parcels into the boundaries of the Districts pursuant to section 32-1-401(1),

C.R.S. (the “Petition”), and that the Boards each approved such Petition by resolution at a public hearing held by each of the Boards on August 18, 2021.

4. Water Service Limitation. Inclusion into the Districts is solely for the provision of water service to the Parcel on an equivalent residential unit (“EQR”) basis as specified herein. Owner declares four (4) EQRs to receive water service for the Parcel for indoor use and fire protection only. One (1) EQR entitles Owner to a net delivery to the Parcel of up to 100,000 gallons of treated water annually. Neither the District nor the Subdistrict shall provide wastewater services to the Parcel unless Owner in the future agrees to receive wastewater services from either District and to pay all costs associated therewith.

5. Required Connections. The Parcel shall connect to the District’s municipal water system as follows:

a. District Improvements.

- i. New water distribution infrastructure and related improvements are needed to provide water service to the Parcel, which the Boards, in their discretion, will determine to construct (the “District Improvements”). All costs associated with water distribution and District Improvements necessary to service the Parcels shall be the sole responsibility of Owner, including all engineering and design fees. All District Improvements shall either be constructed and installed by the District with funds provided by Owner or constructed and installed by Owner, in accordance with the District’s Rules and Regulations, to be conveyed to and accepted by the District upon completion.
- ii. For any District Improvements that will be constructed by the District, the District will first provide Owner with an estimate of the engineering and design costs required to design the District Improvements (“Design Costs”). Owner shall promptly deposit funds with the District in an amount equal to the estimate of the Design Costs. Once said deposit is received by the District, the District shall proceed with engineering and designing the District Improvements. Once designed, the District shall publicly bid the construction contract for the District Improvements, if required by state law, or shall obtain proposals for the construction contract for the District Improvements. Following review of such bids or proposals, the District shall provide Owner with the amount of the construction contract price for the District Improvements. Owner shall then promptly deposit funds with the District an amount equal to the contact price for constructing the District Improvements (“Construction Costs”), and the District will then proceed with the contract award and construction of the District Improvements. If Owner fails to make the deposits required by this Paragraph 5.a.ii for the Design Costs or the Construction Costs within seven (7) days of the District providing the same to Owner, this Agreement shall terminate.
- iii. In the event any deposited funds described above in Paragraph 5.a.ii. are insufficient to pay for the final Design Costs or Construction Costs, Owner shall be responsible for depositing funds with the District in an amount necessary to cover such excess costs. In the event such deposited funds are in

excess of the final Design Costs or Construction Costs, the District shall reimburse Owner for any such excess funds. Any refunding or deposit of excess funds described in this Paragraph 5.a.iii shall occur within seven (7) days of the final Design Costs and/or Construction Costs being determined, as applicable.

iv. Owner shall be responsible for the installation of a private water service line and necessary appurtenances to allow water service to the Parcel, which Owner shall own and maintain. Any existing structure on the Parcel shall connect to the District's municipal water system in accordance with the Rules and Regulations no later than the date that is twenty-four (24) months from substantial completion of the District Improvements (the "Connection Date"). New structures constructed on the Parcel after the Connection Date shall connect to the Districts' municipal water system upon completion of construction.

b. Well Restriction. Owner shall be allowed to connect the Parcel to the Districts' municipal water system only after Owner has disconnected any structure on the Parcel from any existing well(s). Following connection to the Districts' municipal water system, existing well(s) may be kept active for non-potable uses only, and in such event, must be equipped with backflow prevention devices and other controls as required pursuant to the Rules and Regulations.

c. Assignment of Return Flows. Owner shall assign all of Owner's rights to return flows from septic systems to the Districts prior to the commencement of water service to the Parcel.

6. Inclusion and Service Costs. Owner shall be responsible to pay all costs associated with inclusion of the Parcel into the Districts as described herein, including the following:

a. Inclusion Fees. For each EQR declared pursuant to Paragraph 4, Owner shall pay the District Inclusion Fee in the amount of Three Thousand Two Hundred Dollars (\$3,200.00) per EQR. The Parties acknowledge that as of the date hereof, Owner has paid the District Inclusion Fee and the District has accepted the same.

b. Legal and Administrative Costs. Owner shall be responsible to pay all legal and administrative costs up to Seven Thousand Five Hundred and 00/100 Dollars (\$7,500.00) incurred by the Districts in processing the inclusion. This amount does not include all Design Costs and Construction Costs for which Owner is responsible for pursuant to Paragraph 5.a above.

c. System Development Charge. Owner shall pay a system development charge, per EQR (the "SDC") for each EQR declared for the Parcel herein at the rate in effect at the following intervals when payment of such SDC is due: (1) for existing structures, the SDC shall be paid upon connection to the District's municipal water system. For new construction, the SDC shall be paid at the time a building permit application is submitted to Douglas County; and (2) for each EQR declared for the Parcel for which an SDC is not paid on or before the Connection Date, such EQR will be subject to the District's then-current availability of service charge as described in Paragraph 6.d (the "ASC").



d. Availability of Service Charge. The District will impose an ASC for any EQR declared for the Parcel that is not connected to the District's municipal water system by the Connection Date. The ASC is charged per EQR and billed quarterly, or as otherwise determined by the District, until a building permit application for such EQR is submitted to Douglas County or upon connection of such EQR to the District's municipal water system, at which time the SDC will be charged. Unless the District Improvements are substantially complete and ready for connection within one hundred feet (100') of the property line for the Parcel by the Connection Date, the Parcel shall not be subject to the ASC.

e. Permit and Meter Fee. Owner shall pay the permit and meter fee associated with a 1-1/2" tap in the amount of Three Thousand Six Hundred Seventy-Seven 00/100 Dollars (\$3,677.00), per water meter installed on the Parcel (the "Permit Fee"). The Permit Fee will be billed to Owner at the time of installation on the Parcel.

f. Taxes, Fees, Rates, and Charges. After the Effective Date of Inclusion, the Parcel shall be subject to the taxes, rates, fees, tolls, and charges imposed by the Districts and as authorized by the Act, and the Parcel shall be liable for its proportionate share of the existing bonded indebtedness, annual operation and maintenance charges and the cost of facilities of the Districts, including, without limitation, water fees and usage charges for the water supplied to the Parcel.

7. Agreement Constitutes Lien. All fees, rates, and charges to be paid hereunder are valid and lawful fees and charges of the Districts imposed pursuant to the authority set forth in section 32-1-1001(1)(j), C.R.S., and until paid, any fees, rates, tolls, and charges due shall constitute a perpetual lien on and against the Parcel, and any such lien may be foreclosed in the same manner as provided by state law for the foreclosure of mechanics' liens. Once all fees, rates and charges are paid, the Districts will release the lien.

8. Covenants Run with the Land. The covenants, terms, conditions, and provisions set forth in this Agreement shall be construed as, and during the term of this Agreement shall remain as, covenants running with the Parcel and shall bind all successive owners of the Parcel, and any portion thereof, as "Owner" during their time of ownership, as well as the Districts. Upon conveyance of the entirety of the Parcel, Owner shall be deemed released from further liability hereunder. This Agreement shall be recorded in the Office of the Clerk and Recorder for Douglas County, Colorado. Owner may not assign rights under this Agreement separate from ownership of the Parcel.

9. No Liability. Without altering or limiting the District's commitment to provide water service to the Parcel as described herein, Owner acknowledges and agrees that no liability shall attach to the District pursuant to this Agreement due to any failure to accurately anticipate the availability of water for use by the District, or due to any failure of or damages caused by or due to any occurrence or circumstances beyond the reasonable control of the District. Notwithstanding the foregoing, however, and upon which Owner relies in paying all fees and costs hereunder, the District hereby represents and warrants that as of the date of the execution of this Agreement and the Effective Date of Inclusion, there is sufficient availability of water for the EQRs specified herein to service the Parcel as provided herein, based on the District's current calculation of 0.44 acre feet of raw water supply per year, per EQR. In addition to the foregoing, Owner acknowledges that the Subdistrict has made no commitment under this Agreement to provide water service to the Parcel and Owner expressly agrees that no liability shall attach to the Subdistrict in the event the District is liable for a breach of

representation or warranty as provided herein this paragraph or for any other reason arising under this Agreement in connection with providing water service.

10. Notices. All notices, demands, requests or other communications shall be in writing and shall be deemed given when given personally or sent by e-mail, certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

To Roxborough Water and Sanitation District:      Roxborough Water and Sanitation District  
6222 N. Roxborough Park Road  
Littleton, CO 80125  
Phone: (303) 979-7286  
E-mail: barbara@roxwater.org  
Attn: Barbara J. Biggs

With a copy to:      Icenogle Seaver Pogue, P.C.  
4725 S. Monaco St., Suite 360  
Denver, CO 80237  
Phone: (303) 867-3006  
E-mail: APogue@ISP-law.com  
Attn: Alan D. Pogue

To Plum Valley Heights Subdistrict of the Roxborough Water and Sanitation District:      Plum Valley Heights Subdistrict of the Roxborough  
Water and Sanitation District  
6222 N. Roxborough Park Road  
Littleton, CO 80125  
Phone: (303) 979-7286  
E-mail: barbara@roxwater.org  
Attn: Barbara J. Biggs

With a copy to:      Icenogle Seaver Pogue, P.C.  
4725 S. Monaco St., Suite 360  
Denver, CO 80237  
Phone: (303) 867-3006  
E-mail: APogue@ISP-law.com  
Attn: Alan D. Pogue

To Owner:      Valley View Christian Church  
11004 Wildfield Lane  
Littleton, CO 80125  
Phone: \_\_\_\_\_  
E-mail: \_\_\_\_\_

Notices shall be deemed given upon the date such notice was properly deposited and prepaid with the delivery service. Notice delivered only by e-mail shall be deemed given at 8:00 a.m. (local time of the recipient) the first business day immediately following the sending of the notice. Any Party may designate a new address for purposes of notices sent pursuant to this Agreement by giving written notice thereof to the other Parties as provided herein.

11. Term of Agreement. This Agreement shall be perpetual in length and in full force and effect as of the date executed by the Parties. Any rights of the Parties which by their nature do or should survive any such termination shall survive the same.

12. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. Any prior agreement, promise, negotiation, or representation not expressly set forth in this Agreement is of no force and effect.

13. Modification; Amendment. This Agreement may be amended or modified by written agreement duly authorized and executed by the Parties, which agreement shall be executed with the same formalities as this original Agreement.

14. Assignment. This Agreement, in whole or in part, may not be assigned or transferred to any other party without the prior written consent of the non-assigning Party. Any attempted assignment in violation of this paragraph shall be immediately void and of no effect. Notwithstanding any other provision of this Agreement to the contrary, the Districts acknowledge and agree that Owner may sell or convey the Parcels, or any portion thereof, to other parties. All such sales or conveyances shall be subject to the obligations and burdens of Owner and any successor-in-interest to Owner, which shall run with the land as provided in herein.

15. Further Assurances. The Parties shall execute such additional documents or instruments and shall take such action as may be reasonably necessary or required to carry out the terms and provisions of this Agreement.

16. Representation of Authority to Sign. The Districts each represent that their General Manager, Barbara J. Biggs, has the authority to sign this Agreement on its behalf and to so legally bind the Districts.

17. Inurement; No Third Party Beneficiaries. The terms, conditions, and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their permitted heirs, successors and assigns. This Agreement is entered into for the sole benefit of the Parties, 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.

18. Non-Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

19. 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 to the Districts, the Districts' Boards, and the officers, employees, servants, agents, or authorized volunteers of the Districts pursuant to the Colorado Governmental Immunity Act, sections 24-10-101, *et seq.*, C.R.S., as may be amended from time to time.

20. Annual Appropriation. The obligations of the Districts hereunder are subject to annual appropriation and are not multiple year fiscal obligations or debt of the Districts.

21. Governing Law. The terms, conditions, and provisions of this Agreement shall be governed by and construed pursuant to the laws of the State of Colorado. The exclusive venue for any legal action relating to this Agreement shall be in the district court of Douglas County, Colorado.

22. Attorneys' Fees. In the event litigation is brought by any Party 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.

23. Severability. If any provision of this Agreement is held to be unenforceable or invalid by a court of competent jurisdiction, such provision shall be reformed to the minimum extent necessary to cause such provision to be valid, enforceable and legal while preserving the intent of the Parties as expressed in, and the benefits to the Parties provided by, this Agreement. If any provision cannot be so reformed, such provision shall be severed from this Agreement and an equitable adjustment shall be made to this Agreement (including, without limitation, addition of necessary further provisions to this Agreement) so as to give effect to the intent so expressed and the benefits so provided.

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

25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

(Signatures appear on following page)

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

**DISTRICT:**

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

By: \_\_\_\_\_  
Barbara J. Biggs, General Manager

STATE OF COLORADO            )  
  ) ss.  
COUNTY OF DOUGLAS         )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 2021 by Barbara J. Biggs as General Manager of Roxborough Water and Sanitation District.

WITNESS my hand and official seal.

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

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

**SUBDISTRICT:**

**PLUM VALLEY HEIGHTS SUBDISTRICT OF  
THE ROXBOROUGH WATER AND  
SANITATION DISTRICT, a quasi-municipal  
corporation and political subdivision of the State of  
Colorado**

By: \_\_\_\_\_  
Barbara J. Biggs, General Manager

STATE OF COLORADO            )  
  ) ss.  
COUNTY OF DOUGLAS         )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2021  
by Barbara J. Biggs as General Manager of Plum Valley Heights Subdistrict of the Roxborough Water  
and Sanitation District.

WITNESS my hand and official seal.

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

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



**Exhibit A**  
**(To Inclusion Agreement)**

**Legal Description of the Parcels**

(Remainder of page intentionally blank)





# ROXBOROUGH WATER AND SANITATION DISTRICT

The Roxborough Water & Sanitation District and Plum Valley Heights Subdistrict of the Roxborough Water & Sanitation District Special Board meeting 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 874 5981 8759**

**Password: 694389**

Date: Wednesday, September 22, 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

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- 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 July 21, 2021.
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  - a. General Manager's Report
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  - a. **Approval of the Inclusion Agreement with Valley View Christian Church, 11004 Wildfield Lane, Littleton, CO 80125**

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

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  - a. Approve the Minutes of the Regular Meeting of the RWSD on August 18, 2021.
  - b. Ratify Payrolls for August 31, 2021 and September 15, 2021
  - c. Ratify Payments since August 18, 2021: Checks
  - d. Approve Payments of Claims: Checks
  - e. Approve Pay App #4 Brannan Construction in the amount of \$131,804.11
  - f. Approve Pay App #2 Redline Construction (Emergency Containment) in the amount of \$146,856.75
  - g. Ratify the Appointment of Larry D. Moore to represent RWSD on the Colorado Special District Property & Liability Insurance Pool Board of Directors
- 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. **Public Hearing on Inclusion of Rampart 55 LLC Property for 28 Residential Equivalents**
  - b. **Resolution 2021-09-01 Approving the Inclusion of Rampart 55 LLC Property**
  - c. **Approval of the Inclusion Agreement with Rampart 55 LLC**
  - d. **Approval of the Inclusion Agreement with Valley View Christian Church**
  - e. **Approval of the 1<sup>st</sup> Amendment to the High Zone Pump Agreement with Dominion Water and Sanitation District**
  - f. **Consider award of the Water Treatment Plant High Service Pump for Service to DWSD contract**
- IX. **Adjourn**



Progress Estimate

Contractor's Application

| For (Contract): Rock Wren Water and Sewer Replacement |  |               |       |                      |                     |                                 |                             |                                |                            | Application Number       |                                 | 4                                |             | 4                      |  |  |              |                           |
|---|--|---------------|-------|----------------------|---------------------|---------------------------------|-----------------------------|--------------------------------|----------------------------|--------------------------|---------------------------------|----------------------------------|-------------|------------------------|--|--|--------------|---------------------------|
| Application Period: 7/30/2021 through 8/20/2021       |  |               |       |                      |                     |                                 |                             |                                |                            | Application Date:        |                                 | 8/20/2021                        |             |                        |  |  |              |                           |
| 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 This Period (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 | Total Completed and Stored This Period (D + E) | Total Completed and Stored This Period (C + D + E) | % (F / B)    | Balance to Finish (B - F) |
| <b>General Items</b>                                  |  |               |       |                      |                     |                                 |                             |                                |                            |                          |                                 |                                  |             |                        |  |  |              |                           |
| 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                    |                                |                            | 0.69                     | \$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          |                                 |                             | 1                              | \$7,565.26                 |                          | \$7,565.26                      |                                  |             |                        | \$7,565.26                                     | \$7,565.26   | 100.0%       |                           |
| 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         | 0.5                             | \$11,037.91                 | 0.5                            | \$11,037.91                | 1                        | \$22,075.81                     |                                  |             |                        | \$11,037.90                                    | \$22,075.81  | 100.0%       |                           |
| 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                |
| <b>Temporary Water Line Installation</b>              |  |               |       |                      |                     |                                 |                             |                                |                            |                          |                                 |                                  |             |                        |  |  |              |                           |
| 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%       |                           |
| <b>Sewer Line Replacement</b>                         |  |               |       |                      |                     |                                 |                             |                                |                            |                          |                                 |                                  |             |                        |  |  |              |                           |
| 16  | 8-inch PVC Sewer Line, 0 to 12 Feet Deep                       | 297           | LF    | \$ 66.70             | \$19,809.90         | 297                             | \$19,809.90                 |                                |                            | 297                      | \$19,809.90                     |                                  |             |                        |  | \$19,809.90  | 100.0%       |                           |
| 17  | Additional 0 to 4 Feet of Trench Depth - 8-inch Sewer Line     | 297           | LF    | \$ 10.91             | \$3,240.27          | 297                             | \$3,240.27                  |                                |                            | 297                      | \$3,240.27                      |                                  |             |                        |  | \$3,240.27   | 100.0%       |                           |
| 18  | Additional 4 or More Feet of Trench Depth - 8-inch Sewer Line  | 297           | LF    | \$ 10.91             | \$3,240.27          | 297                             | \$3,240.27                  |                                |                            | 297                      | \$3,240.27                      |                                  |             |                        |  | \$3,240.27   | 100.0%       |                           |
| 19  | 6-inch PVC Sewer Line  | 45            | LF    | \$ 96.61             | \$4,347.45          | 45                              | \$4,347.45                  |                                |                            | 45                       | \$4,347.45                      |                                  |             |                        |  | \$4,347.45   | 100.0%       |                           |
| 20  | 6-inch Cleanout  | 2             | EA    | \$ 1,057.99          | \$2,115.98          |                                 |                             | 2                              | \$2,115.98                 |                          | \$2,115.98                      |                                  |             |                        | \$2,115.98                                     | \$2,115.98   | 100.0%       |                           |
| 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   | 100.0%       |                           |
| 22  | 4-foot Diameter Manhole  | 3             | EA    | \$ 8,429.24          | \$25,287.72         | 3                               | \$25,287.72                 |                                |                            | 3                        | \$25,287.72                     |                                  |             |                        |  | \$25,287.72  | 100.0%       |                           |
| 23  | Remove Existing 4-foot Diameter Manhole                        | 1             | EA    | \$ 2,403.23          | \$2,403.23          |                                 |                             | 1                              | \$2,403.23                 |                          | \$2,403.23                      |                                  |             |                        | \$2,403.23                                     | \$2,403.23   | 100.0%       |                           |
| 24  | Flow Fill Existing Sewer Main                                  | 300           | LF    | \$ 16.61             | \$4,983.00          |                                 |                             | 300                            | \$4,983.00                 |                          | \$4,983.00                      |                                  |             |                        | \$4,983.00                                     | \$4,983.00   | 100.0%       |                           |
| 25  | Service Line Reconnection to New 6" and 8" Sanitary Sewer      | 9             | EA    | \$ 1,759.33          | \$15,833.97         | 9                               | \$15,833.97                 |                                |                            | 9                        | \$15,833.97                     |                                  |             |                        |  | \$15,833.97  | 100.0%       |                           |
| 26  | Video Inspection of Sewer Line.                                | 342           | LF    | \$ 9.84              | \$3,365.28          |                                 |                             | 342                            | \$3,365.28                 |                          | \$3,365.28                      |                                  |             |                        | \$3,365.28                                     | \$3,365.28   | 100.0%       |                           |
| <b>Water Line Replacement</b>                         |  |               |       |                      |                     |                                 |                             |                                |                            |                          |                                 |                                  |             |                        |  |  |              |                           |
| 27  | 8-inch DIP Water Line, 0 to 8 Feet Deep.                       | 300           | LF    | \$ 77.15             | \$23,145.00         |                                 |                             | 300                            | \$23,145.00                |                          | \$23,145.00                     |                                  |             |                        | \$23,145.00                                    | \$23,145.00  | 100.0%       |                           |
| 28  | 8-inch DIP Bends   | 2             | EA    | \$ 693.88            | \$1,387.76          |                                 |                             | 2                              | \$1,387.76                 |                          | \$1,387.76                      |                                  |             |                        | \$1,387.76                                     | \$1,387.76   | 100.0%       |                           |
| 29  | 8-inch Gate Valves   | 3             | EA    | \$ 2,131.86          | \$6,395.58          |                                 |                             | 3                              | \$6,395.58                 |                          | \$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                 |                          | \$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         | 282                             | \$9,506.22                  |                                |                            | 282                      | \$9,506.22                      |                                  |             |                        | \$9,506.22                                     | \$9,506.22   | 94.0%        | \$606.78                  |
| 32  | Fire Hydrant Assembly  | 1             | EA    | \$ 9,511.04          | \$9,511.04          |                                 |                             | 1                              | \$9,511.04                 |                          | \$9,511.04                      |                                  |             |                        | \$9,511.04                                     | \$9,511.04   | 100.0%       |                           |
| 33  | 2" Blowoff Assembly  | 1             | EA    | \$ 3,552.93          | \$3,552.93          |                                 |                             | 1                              | \$3,552.93                 |                          | \$3,552.93                      |                                  |             |                        | \$3,552.93                                     | \$3,552.93   | 100.0%       |                           |
| 34  | Water Service Line Connection to New 8" Water Main             | 9             | EA    | \$ 1,230.24          | \$11,072.16         |                                 |                             | 9                              | \$11,072.16                |                          | \$11,072.16                     |                                  |             |                        | \$11,072.16                                    | \$11,072.16  | 100.0%       |                           |
| <b>Asphalt and Flatwork</b>                           |  |               |       |                      |                     |                                 |                             |                                |                            |                          |                                 |                                  |             |                        |  |  |              |                           |
| 35  | Install Temporary Gravel Access Road - Sewer                   | 572           | SY    | \$ 15.42             | \$8,820.24          |                                 |                             | 572                            | \$8,820.24                 |                          | \$8,820.24                      |                                  |             |                        | \$8,820.24                                     | \$8,820.24   | 100.0%       |                           |
| 36  | Install Temporary Gravel Access Road - Water                   | 564           | SY    | \$ 15.53             | \$8,758.92          |                                 |                             | 564                            | \$8,758.92                 |                          | \$8,758.92                      |                                  |             |                        | \$8,758.92                                     | \$8,758.92   | 100.0%       |                           |
| 37  | Remove and Dispose of Asphalt                                  | 1371          | SY    | \$ 10.41             | \$14,272.11         | 685.5                           | \$7,136.06                  |                                |                            | 685.5                    | \$7,136.06                      |                                  |             |                        | \$7,136.05                                     | \$14,272.11  | 100.0%       |                           |
| 38  | Asphalt Surface Replacement 5" Deep                            | 6855          | SYI   | \$ 6.23              | \$42,706.65         |                                 |                             | 6855                           | \$42,706.65                |                          | \$42,706.65                     |                                  |             |                        | \$42,706.65                                    | \$42,706.65  | 100.0%       |                           |
| <b>Grading, Erosion, and Sediment Control</b>         |  |               |       |                      |                     |                                 |                             |                                |                            |                          |                                 |                                  |             |                        |  |  |              |                           |
| 39  | Vehicle Tracking Pad   | 1             | EA    | \$ 3,863.27          | \$3,863.27          |                                 |                             | 1                              | \$3,863.27                 |                          | \$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          | 1151                            | \$1,617.33                  |                                |                            | 1151                     | \$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 GESCC BMPs  | 1             | LS    | \$ 6,492.88          | \$6,492.88          | 0.75                            | \$4,869.66                  |                                |                            | 0.75                     | \$4,869.66                      |                                  |             |                        | \$4,869.66                                     | \$4,869.66   | 75.0%        | \$1,623.22                |
| <b>Provisional Items</b>                              |  |               |       |                      |                     |                                 |                             |                                |                            |                          |                                 |                                  |             |                        |  |  |              |                           |
| 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               |
| <b>Change Orders</b>                                  |  |               |       |                      |                     |                                 |                             |                                |                            |                          |                                 |                                  |             |                        |  |  |              |                           |
| CO #1, Item #1  | WCD #1 - Temp Water Service Line Connections                   | 1             | LS    | \$ 16,961.25         | \$16,961.25         |                                 |                             | 1                              | \$16,961.25                |                          | \$16,961.25                     |                                  |             |                        | \$16,961.25                                    | \$16,961.25  | 100.0%       |                           |
| CO #2, Item #1  | Brannan CO #2 Request - Seal Conditions                        | 1             | LS    | \$ 275,258.02        | \$275,258.02        |                                 |                             | 1                              | \$275,258.02               |                          | \$275,258.02                    |                                  |             |                        | \$275,258.02                                   | \$275,258.02                                       | 100.0%       |                           |
| CO #2, Item #2  | Brannan CO#3 Request WCD #2 - Temp Asphalt Repair              | 1             | LS    | \$ 2,924.78          | \$2,924.78          |                                 |                             | 1                              | \$2,924.78                 |                          | \$2,924.78                      |                                  |             |                        | \$2,924.78                                     | \$2,924.78   | 100.0%       |                           |
| CO#2, Item #3   | Brannan CO #4 Request - Flashfill Encountered                  | 1             | LS    | \$ 12,972.62         | \$12,972.62         |                                 |                             | 1                              | \$12,972.62                |                          | \$12,972.62                     |                                  |             |                        | \$12,972.62                                    | \$12,972.62  | 100.0%       |                           |
| <b>Totals</b>   |  |               |       |                      | <b>\$701,669.23</b> | <b>\$514,698.06</b>             |                             | <b>\$138,741.16</b>            | <b>\$653,439.22</b>        |                          | <b>\$138,741.16</b>             |                                  |             |                        | <b>\$138,741.16</b>                            | <b>\$653,439.22</b>                                | <b>93.1%</b> | <b>\$48,230.01</b>        |



**Progress Estimate**

**Contractor's Application**

| A                    |  |               |       |             | B                   | C                               | D                           |                                | (C + D)                    |                                  | E                               |                  |  | F  |                     | G                         |              |                        |
|----------------------|--|---------------|-------|-------------|---------------------|---------------------------------|-----------------------------|--------------------------------|----------------------------|----------------------------------|---------------------------------|------------------|--|--|---------------------|---------------------------|--------------|------------------------|
| Contract Information |  |               |       |             | Work Completed      |                                 |                             |                                |                            | Stored Materials (Not in C or D) |                                 |                  | Total Completed and Stored This Period (D + E) | Total Completed and Stored to Date (C + D + E) | % (F / B)           | Balance to Finish (B - F) |              |                        |
| Bid Item No.         | Description                              | Item Quantity | Units | Unit Price  | Bid Item Value (\$) | Quantity Installed Prev. Period | Quantity Value Prev. Period | Quantity Installed This Period | Quantity Value This Period | Total Estimated Quantity         | Value of Work Installed to Date | From Prev Period |  |  |                     |                           | This Period  | Total Stored Materials |
| 1000                 | GESC Items Intital                       | 1             | LS    | \$3,739.47  | \$3,739.47          | 1                               | \$3,739.47                  |                                |                            | 1.00                             | \$3,739.47                      |                  |  |  | \$3,739.47          | \$3,739.47                | 100.0%       |                        |
| 1200                 | GESC Item Interim                        | 1             | LS    | \$4,328.07  | \$4,328.07          |                                 |                             |                                |                            |                                  |                                 |                  |  |  |                     |                           |              | \$4,328.07             |
| 1300                 | GESC Item Final (Seeding & Revegetation) | 1             | LS    | \$27,577.49 | \$27,577.49         |                                 |                             |                                |                            |                                  |                                 |                  |  |  |                     |                           |              | \$27,577.49            |
| 3000                 | Dewatering Pipe                          | 1             | LS    | \$25,892.70 | \$25,892.70         |                                 |                             |                                |                            |                                  |                                 |                  |  |  |                     |                           |              | \$25,892.70            |
| 4010                 | Demolition                               | 1             | LS    | \$33,174.13 | \$33,174.13         | 0.72                            | \$23,885.37                 | 0.280                          | \$9,288.76                 | 1.00                             | \$33,174.13                     |                  |  |  | \$33,174.13         | \$33,174.13               | 100.0%       |                        |
| 4210                 | Gravel Slope Cover                       | 1             | LS    | \$61,425.00 | \$61,425.00         |                                 |                             |                                |                            |                                  |                                 |                  |  |  |                     |                           |              | \$61,425.00            |
| 4220                 | Gravel Road                              | 1             | LS    | \$26,512.00 | \$26,512.00         |                                 |                             |                                |                            |                                  |                                 |                  |  |  |                     |                           |              | \$26,512.00            |
| 4230                 | Rip Rap                                  | 1             | LS    | \$2,677.50  | \$2,677.50          |                                 |                             |                                |                            |                                  |                                 |                  |  |  |                     |                           |              | \$2,677.50             |
| 4240                 | Liner Installation                       | 1             | LS    | \$79,945.00 | \$79,945.00         |                                 |                             |                                |                            |                                  |                                 |                  |  |  |                     |                           |              | \$79,945.00            |
| 4250                 | Clear / Grub / Strip                     | 1             | LS    | \$23,661.00 | \$23,661.00         | 1                               | \$23,661.00                 |                                |                            | 1.00                             | \$23,661.00                     |                  |  |  | \$23,661.00         | \$23,661.00               | 100.0%       |                        |
| 4260                 | Rough Grading                            | 1             | LS    | \$62,434.12 | \$62,434.12         |                                 |                             | 1.00                           | \$62,434.12                | 1.00                             | \$62,434.12                     |                  |  |  | \$62,434.12         | \$62,434.12               | 100.0%       |                        |
| 4270                 | Fine Grading                             | 1             | LS    | \$20,811.38 | \$20,811.38         |                                 |                             |                                |                            |                                  |                                 |                  |  |  |                     |                           |              | \$20,811.38            |
| 4400                 | Decanter Items                           | 1             | LS    | \$9,249.33  | \$9,249.33          |                                 |                             |                                |                            |                                  |                                 |                  |  |  |                     |                           |              | \$9,249.33             |
| 4610                 | Asphalt Paving                           | 1             | LS    | \$22,726.89 | \$22,726.89         |                                 |                             |                                |                            |                                  |                                 |                  |  |  |                     |                           |              | \$22,726.89            |
| 4620                 | CIP Sump, Det C14                        | 1             | LS    | \$1,497.83  | \$1,497.83          |                                 |                             |                                |                            |                                  |                                 |                  |  |  |                     |                           |              | \$1,497.83             |
| 4630                 | Concrete side slope                      | 1             | LS    | \$75,443.50 | \$75,443.50         |                                 |                             |                                |                            |                                  |                                 |                  |  |  |                     |                           |              | \$75,443.50            |
| 5100                 | A. Overflow Line                         | 1             | LS    | \$21,413.70 | \$21,413.70         |                                 |                             | 1.00                           | \$21,413.70                | 1.00                             | \$21,413.70                     |                  |  |  | \$21,413.70         | \$21,413.70               | 100.0%       |                        |
| 6000                 | B. Backwash Return Line                  | 1             | LS    | \$20,552.42 | \$20,552.42         |                                 |                             | 1.00                           | \$20,552.42                | 1.00                             | \$20,552.42                     |                  |  |  | \$20,552.42         | \$20,552.42               | 100.0%       |                        |
| 8000                 | C. Pond Drain Line                       | 1             | LS    | \$22,517.74 | \$22,517.74         |                                 |                             | 1.00                           | \$22,517.74                | 1.00                             | \$22,517.74                     |                  |  |  | \$22,517.74         | \$22,517.74               | 100.0%       |                        |
| 9000                 | D. Decant Line                           | 1             | LS    | \$26,499.05 | \$26,499.05         |                                 |                             |                                |                            |                                  |                                 |                  |  |  |                     |                           |              | \$26,499.05            |
| 10000                | E. Backwash Line                         | 1             | LS    | \$18,379.31 | \$18,379.31         |                                 |                             | 1.00                           | \$18,379.31                | 1.00                             | \$18,379.31                     |                  |  |  | \$18,379.31         | \$18,379.31               | 100.0%       |                        |
| 11000                | F. 4" Sludge Pump Waste                  | 1             | LS    | \$28,354.23 | \$28,354.23         |                                 |                             |                                |                            |                                  |                                 |                  |  |  |                     |                           |              | \$28,354.23            |
| 12000                | G. 04" Sludge Dewatering                 | 1             | LS    | \$31,269.02 | \$31,269.02         |                                 |                             |                                |                            |                                  |                                 |                  |  |  |                     |                           |              | \$31,269.02            |
| 13000                | Mobilization                             | 1             | LS    | \$24,519.12 | \$24,519.12         | 1                               | \$24,519.12                 |                                |                            | 1.00                             | \$24,519.12                     |                  |  |  | \$24,519.12         | \$24,519.12               | 100.0%       |                        |
| <b>Totals</b>        |  |               |       |             | <b>\$674,600.00</b> |                                 | <b>\$75,804.96</b>          |                                | <b>\$154,586.05</b>        |                                  | <b>\$230,391.01</b>             |                  |  |  | <b>\$230,391.01</b> | <b>\$230,391.01</b>       | <b>34.2%</b> | <b>\$444,208.99</b>    |

**General Manager's Report  
Roxborough Water and Sanitation District  
September 22, 2021**

**Information Only**

**General Matters**

- I want to thank all the Board members for taking the time to participate in the tour of District facilities in August.
- Keith Lehman and I attended the South Metro Water Supply Authority Board meeting on September 20. Based on the discussion at that meeting and the number of regional water issues, I recommend RWSD join the Authority. With the Board's concurrence, I will include the annual dues (estimated \$10,000-\$12,000/year) in the 2022 budget.
- Upcoming meeting agendas – a reminder that we will distribute the draft budget to the Board at the October meeting in preparation for the annual public hearing on the budget in November.
- My annual performance review will also occur during an executive session at the October meeting.
- For the holidays, I'd like to suggest a luncheon for the Board, staff, and partners at Arrowhead Golf Club on Wednesday December 15.

**Cyber Security:**

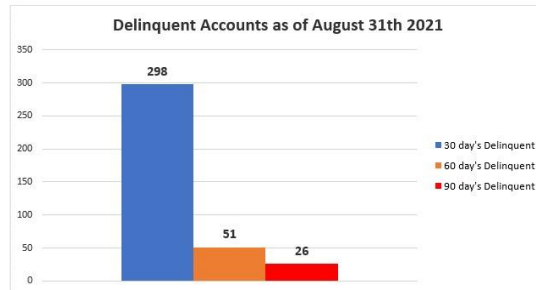
- We are on track to begin installing new redundant servers at the water treatment plant and the wastewater lift station this fall.
- CRS, the District's billing service, has offered to house the District's ADG billing system on their servers. We are waiting for a summary of their system security before deciding to move forward, but this change would eliminate an outside link to the District's system and would allow us to move the Admin file server to the cloud.

**Past Due Accounts:**

- As of August 31, we had 26 accounts with a past due balance of \$19,515, compared to 56 accounts with a total past due balance of \$48,727 as of July 31.
- We had two shut offs in August, but both were turned back on the same day when payment was received.
- We have executed payment agreements with 5 residents. One resident is making payments under a payment plan but refuses to sign the agreement because we're charging interest. Another signed an agreement but has not been making the required payments, and another resident requested an agreement but has not returned an executed copy. All residents with past-due accounts that either do not have a payment agreement or are not making payments under an agreement will be certified to the County.



## Delinquent Accounts



Total Amount  
Past Due 30 days  
**\$64,240**

Total Amount  
Past Due 60 days  
**\$16,954**

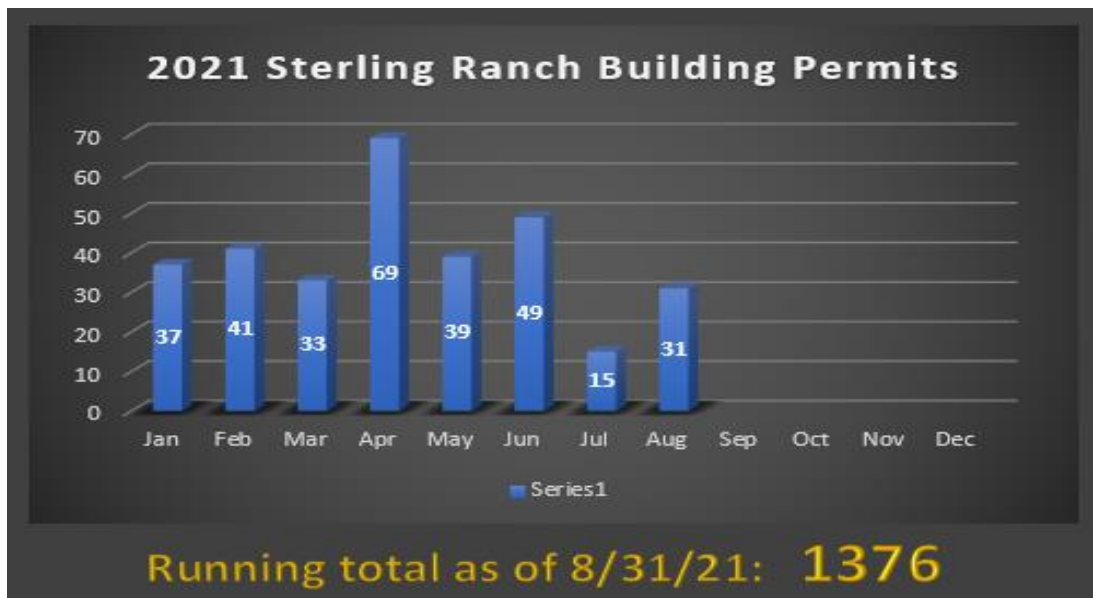
Total Amount  
Past Due 90 days  
**\$19,515**

**August 2021**

### Dominion Water and Sanitation District/Sterling Ranch:

- Day-to-day operations going well.
- Service to Sterling Ranch Filing 4 parks and landscaping through the PVH water line has commenced.
- Bids were received from six different companies for installation of the high zone pump. Acceptance of the lowest, responsive bid is an action item later in the agenda.
- Year to date development summary:





**Projects:**

- Working on addressing landscape repairs and repairs to one remaining driveway associated with the Rock Wren project.
- Conversion of the old backwash pond to emergency containment basin is going very well. We authorized the contractor to proceed with Bid Alternate A to complete all outdoor yard piping. Big Alternate B will be included in the 2022 capital projects budget for the water treatment plant.
- Nothing new on relocation of the Rampart pump station to Denver Water property.
- Design work continues for the Rampart transmission line replacement.
- Here is a summary of the capital projects budget as of August 2021:



### Capital Projects Budget to 7/31/2021 YTD Actual

|                               | 2021 Budget         | Notes | 7/31/2021<br>YTD Actual | 8/2021<br>Pay Apps            | 09/01/2021<br>Balance |
|-------------------------------|---------------------|-------|-------------------------|-------------------------------|-----------------------|
| Water Treatment               | 800,000.00          | 1     | 218,862.61              | 72,014.71 Redline Pay App #1  | 509,122.68            |
| Water Distribution            | 6,400,000.00        | 2     | 302,245.83              |                               |                       |
| Sewer Fund                    | 2,000,000.00        | 3     | 1,430,781.49            | 372,167.27 Brannan Pay App #3 | 197,051.24            |
| <b>Total Capital Projects</b> | <b>9,200,000.00</b> |       | <b>1,951,889.93</b>     |                               |                       |

**Notes:**

1. 2021 Capital Projects Budget for Water Treatment included \$365,000 for construction of DWSD high-zone pump. All design costs have been invoiced to DWSD. Construction is expected to commence around 10/1/2021. The WTP capital projects also included \$400,000 for conversion of the backwash pond to an emergency containment basin, but the lowest responsive bid was \$674,600. We will be within the overall budget for 2021, but both projects will be included in the 2022 budget for completion. All costs for the DWSD high-zone pump will be repaid by DWSD over time at 6% interest.

2. 2021 Capital Projects Budget for Water Distribution included a number of projects that have been delayed. To date, RWSD has only incurred design and engineering costs for the Rampart Pump Station Relocation, Rampart Transmission Line Replacement, and Southdowns Water Line. Final capital costs for distribution projects will be close to \$6M under budget.

3. The year-to-date expenditures for the Sewer Fund Capital Projects Budget includes all costs for the Rock Wren water and sewer line replacement project except paving, along with repairs to the collection system, and lining of the O-Line pipeline and manholes. Even with the increased costs for the Rock Wren Project, RWSD will finish the year within budget.

**Public Outreach:**

- Outreach efforts continue with Rock Wren residents.
- Working on some outreach materials related to efficient water use.
- Watering violations summary:



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## Water Plant

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The water treatment plant has been running smoothly. In August, the plant was operational for **31** days with an average plant production of **2.4** MGD and a max day of **3.2** MGD.

Construction on the Emergency Overflow Pond project continues. All the yard piping is complete, and Raven has mobilized onsite to begin installing the pond liner, once the liner is installed redline will install the cover and Monks will move back in to complete fine grading.

The WTP High Zone Pump project is out to bid, we had good attendance at the pre-bid meeting and the bid opening is on 9/9/2021.

August production was **73.2** million gallons of treated water, **22.1** million gallons of that was for Sterling Ranch.

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## Lift Stations

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The lift stations are running smoothly. We did pull pump 203 out for inspection and possible repair due to some exaggerated noise and decline in production.

The Ozone pilot was run through the holiday weekend, little to no odors were emitted at the Transition Vault other than when the ozone failed due to an alarm. We have had the odor loggers installed the entire time. TST will put the odor data on graphs for our review, odors at the lift station have gone away entirely and all the buildup in the wet wells has disappeared as well.

August saw **23** million gallons of sewage pumped to Littleton-Englewood. Approximately **3.5** million was conveyed for Sterling Ranch.

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## Field

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The field remains busy for August with over **671** locates, most of them were in Sterling Ranch, **236** were in Roxborough.

IXOM has installed solar tank mixers in our Zone 1 tanks, this was completed to help water quality within the tanks and help avoid further nitrification issues in the distribution system.

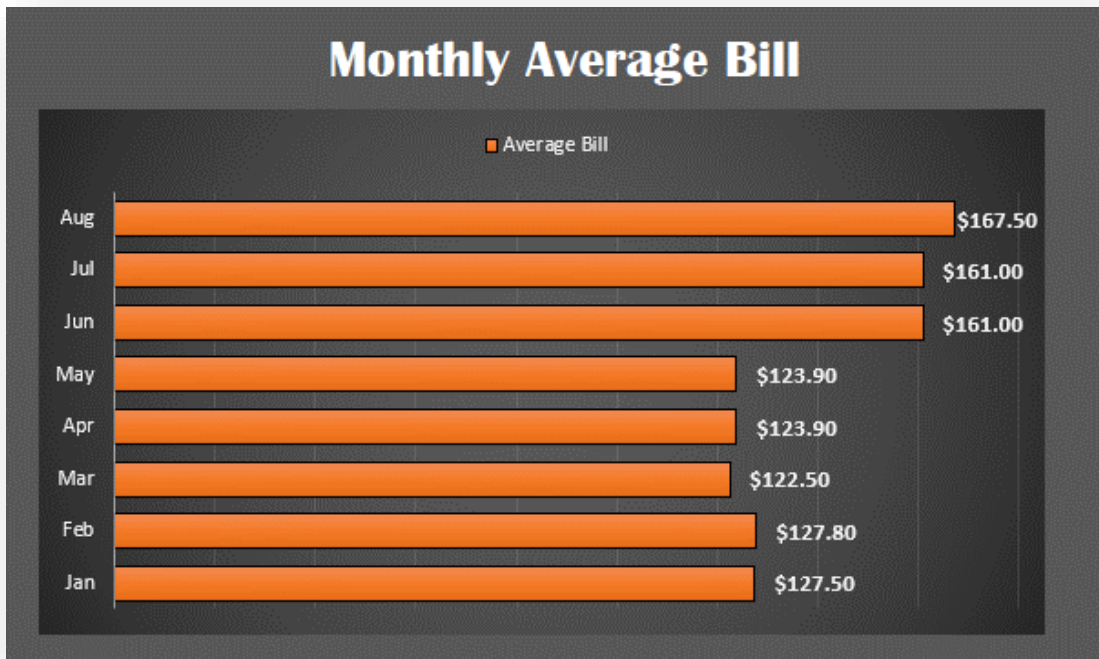
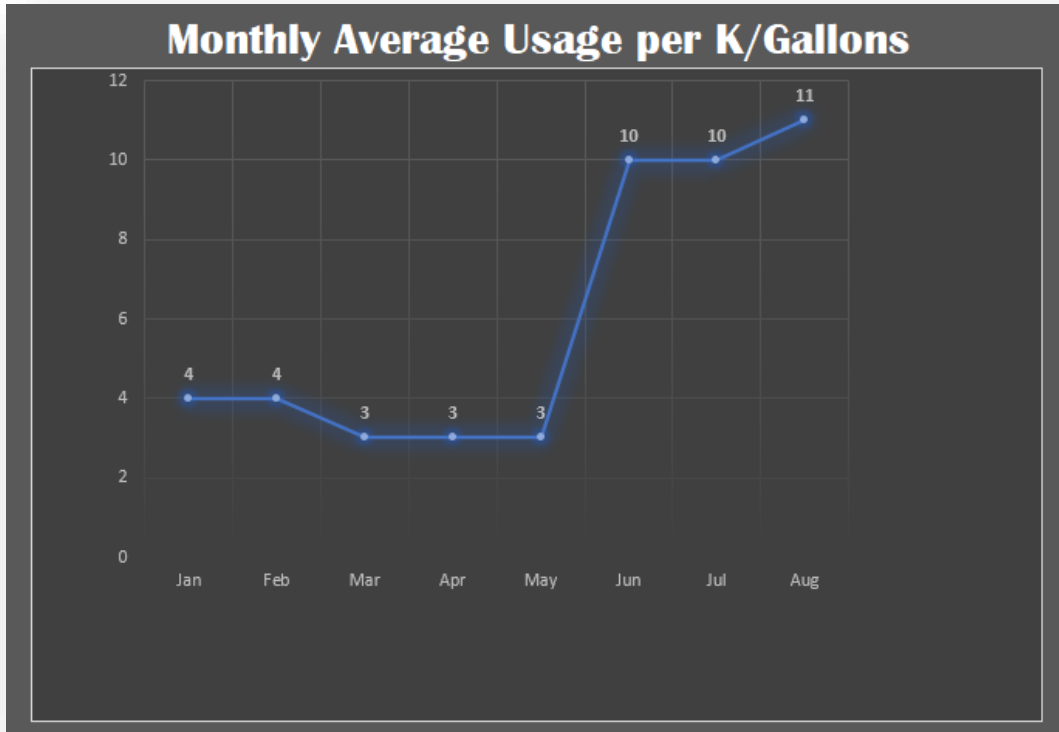
Brannan continues to work on Rock Wren, paving was completed the week of 8/30 and restoration work is beginning to start in both the staging areas as well as homeowner properties.

QP Services is continuing to install our new sample stations, they have 8 of 10 of them installed and in service. Once they are all installed, we will perform bacteriological testing on each of them prior to putting them in service. We also need to update our monitoring plan accordingly with CDPHE.

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## Monthly Averages

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## **MEMORANDUM**

TO: Roxborough Water and Sanitation District  
Board of Directors

FROM: TST Infrastructure, LLC  
Bill Goetz

SUBJECT: Engineering Status Report

DATE: September 14, 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. (No Change)

Ketcham Estate Lots – Design of the relocation of the raw water irrigation line on the Ketcham estate lots has been completed and contractor pricing has been requested.

Berkeley Homes – TST provided review comments on the water and sewer pipelines.

Valley View Church – The church has requested installation of an 8” water line to serve their property. District staff and TST have reviewed routing options. (No Change)

### **II. WATER TREATMENT PLANT OVERFLOW POND**

Yard piping has been completed and installation of the base course for the pond liner is in progress.

### **III. ROCK WREN SEWER REPLACEMENT**

Installation of water and sewer lines is complete and the new pipelines are in service. Paving of Rock Wren, Hawk’s Nest, and Roxborough Drive has been completed. Restoration of areas impacted by construction is in progress and includes both contractor work areas and adjacent private improvements

Memorandum  
September 14, 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 was held on July 22 to continue discussions regarding an easement on Denver Water property. Denver requested that RWSD provide permanent service to meet potable water requirements at Foothills WTP. Denver also requested that RWSD provide additional detail on the pump station site requirements. Updated conceptual layouts have been provided to Denver Water and we are awaiting a response.

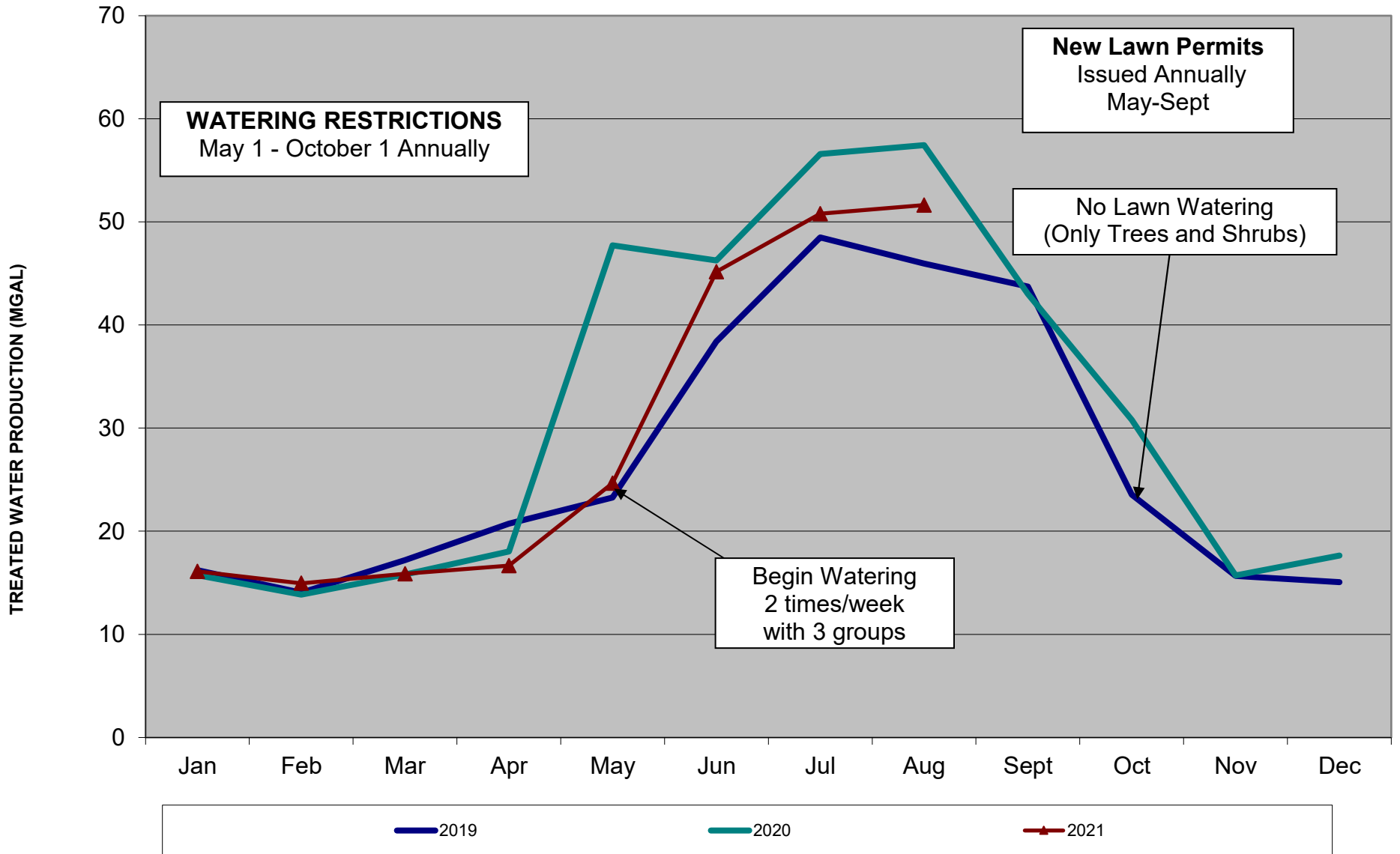
VI. WTP HIGH ZONE PUMP FOR DWSD

Bids were opened on September 9. A total of six bids were received and the apparent low bidder was Moltz Construction, Inc. TST is reviewing the bids and checking references on the apparent low bidder. We anticipate requesting award of a contract at the September 22 Board meeting.

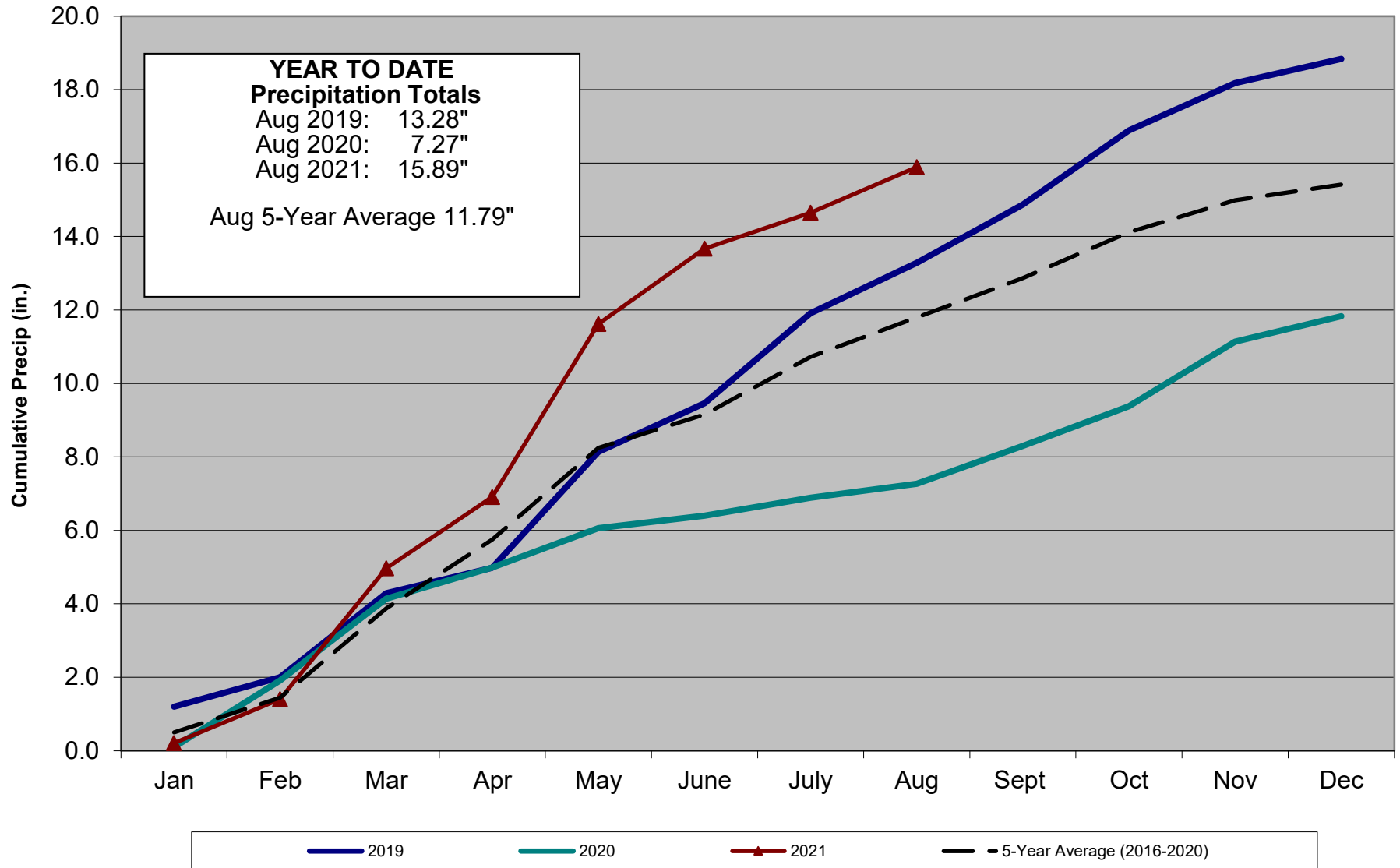
VII. GIS

Work by District staff and TST continues on additional modifications requested by the operations staff.

# ROXBOROUGH WATER AND SANITATION DISTRICT TREATED WATER PRODUCTION 2019-2021

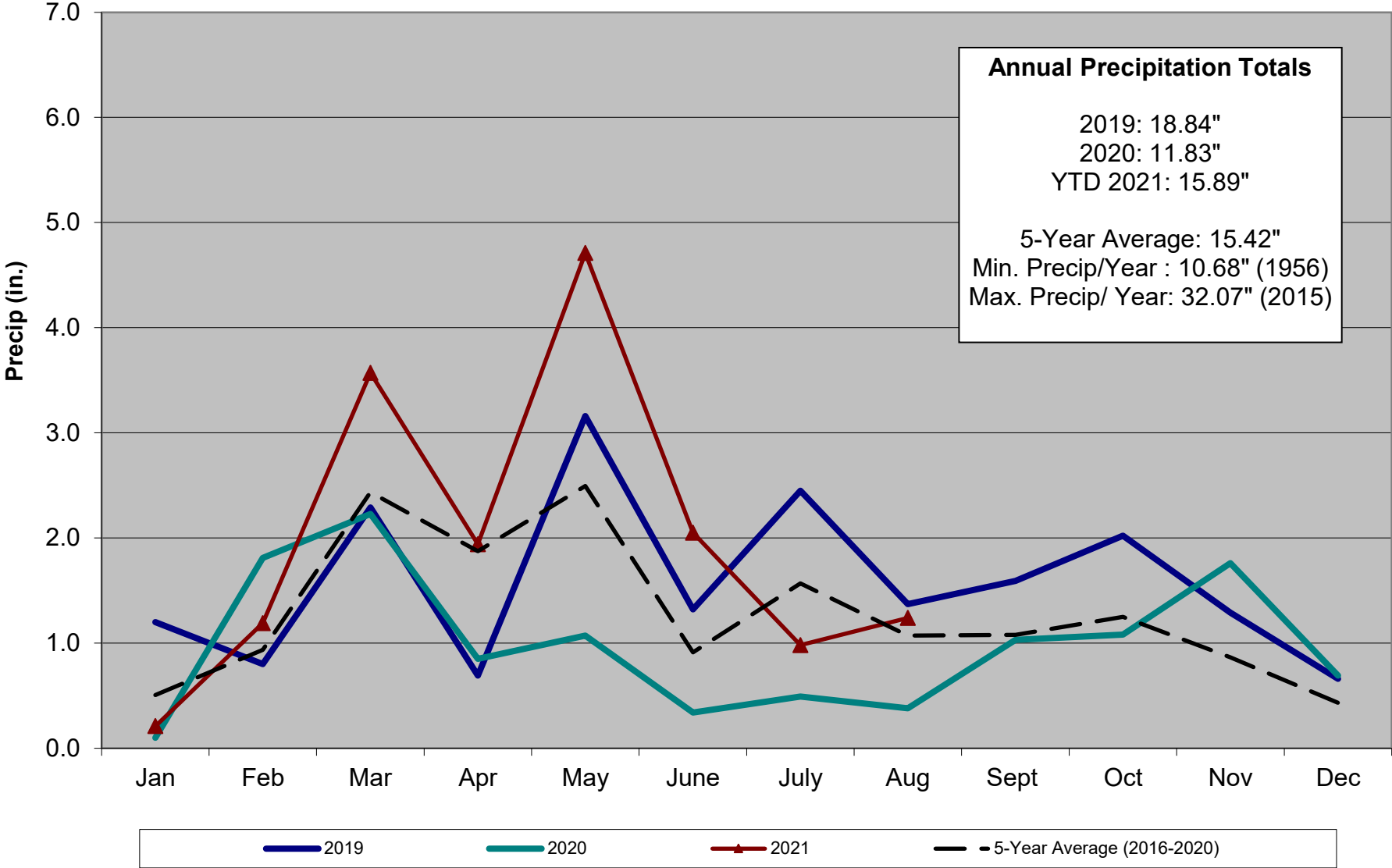


# ROXBOROUGH WATER AND SANITATION DISTRICT CUMULATIVE PRECIPITATION 2019-2021

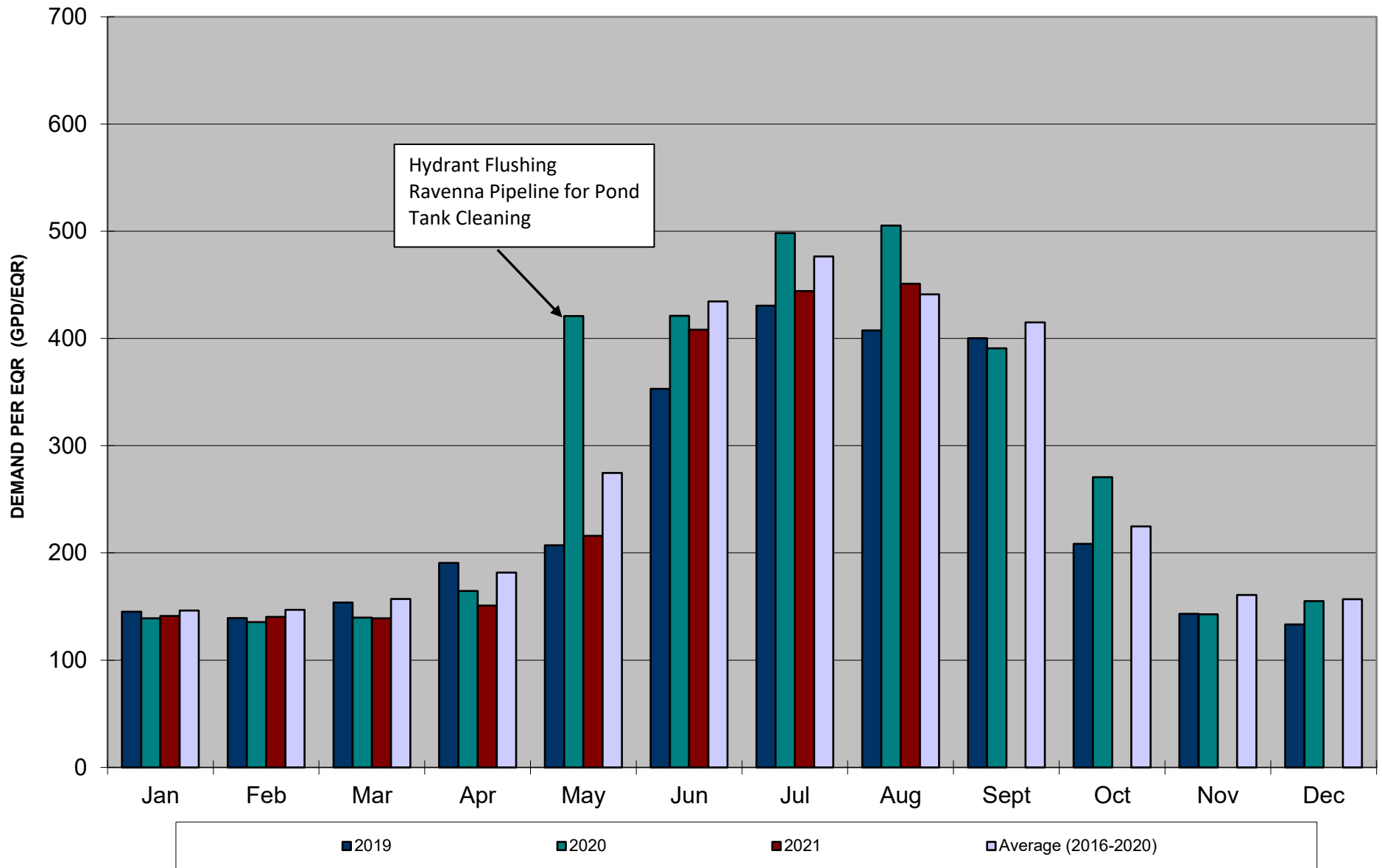




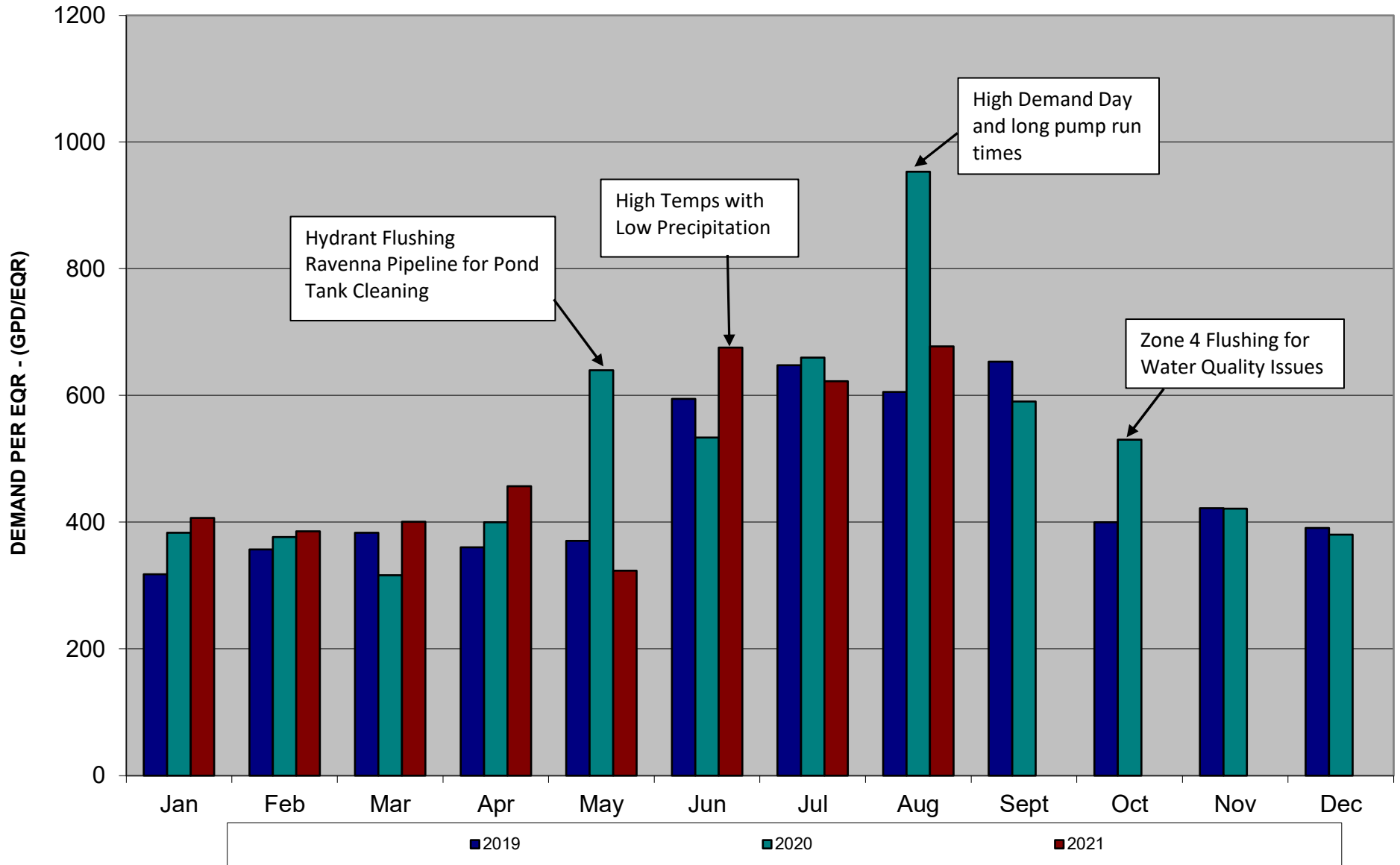
# ROXBOROUGH WATER AND SANITATION DISTRICT PRECIPITATION 2019-2021



## 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   |
|-----------------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|---------|
| <b>Treated Water (MGAL)</b> |        |        |        |        |        |        |        |        |        |        |        |        |         |
| 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 | 27.871 | 45.243 | 38.987 | 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 | 18.778 | 32.877 | 49.804 | 48.665 | 46.999 | 45.804 | 22.200 | 16.198 | 17.017 | 346.085 |
| 2019                        | 16.213 | 14.056 | 17.199 | 20.718 | 23.271 | 38.396 | 48.501 | 45.953 | 43.731 | 23.543 | 15.657 | 15.058 | 322.296 |

**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 | 3418 | 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 |

## ROXBOROUGH WATER AND SANITATION DISTRICT

|      |      |      |      |      |      |      |      |      |      |      |      |      |
|------|------|------|------|------|------|------|------|------|------|------|------|------|
| 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 |

| Treated Water (GPD/EQR) |        |        |        |        |        |        |        |        |        |        |        |        | AVG<br>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 | 175.04 | 296.33 | 463.47 | 438.14 | 422.66 | 425.41 | 199.15 | 149.94 | 152.36 | 263.99         |
| 2019                    | 145.16 | 139.33 | 153.77 | 190.67 | 207.14 | 352.97 | 430.53 | 407.46 | 400.25 | 208.41 | 143.18 | 133.23 | 242.68         |

**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 | 14.056 | 17.199 | 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 | 50.783 | 51.634 |         |         |         |         |
| Increase/Decrease | 2.4%   | 8.0%   | 0.5%   | -7.6%  | -48.3% | -2.4%  | -10.3% | -10.1% | -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 | 3688 | 3693 |         |         |         |         |
| Increase/Decrease | 0.8% | 0.8% | 0.8% | 0.7% | 0.8% | 0.7% | 0.7% | 0.7% | -100.0% | -100.0% | -100.0% | -100.0% |

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

### Water Savings

|                    |      |      |       |       |        |       |        |        |      |      |      |      |
|--------------------|------|------|-------|-------|--------|-------|--------|--------|------|------|------|------|
| Increase/Decrease* | 1.6% | 7.2% | -0.3% | -8.3% | -49.1% | -3.1% | -11.0% | -10.8% | 0.0% | 0.0% | 0.0% | 0.0% |
|--------------------|------|------|-------|-------|--------|-------|--------|--------|------|------|------|------|

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

### Treated Water (GPD/EQR)

|                   |        |        |        |        |        |        |        |        |         |         |         |         |
|-------------------|--------|--------|--------|--------|--------|--------|--------|--------|---------|---------|---------|---------|
| 2019              | 145.16 | 139.33 | 153.77 | 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 | 444.19 | 451.02 | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! |
| Increase/Decrease | 1.6%   | 3.5%   | -0.3%  | -8.3%  | -48.7% | -3.1%  | -10.9% | -10.8% | #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 |

### 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 | 3418 | 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 |

## ROXBOROUGH WATER AND SANITATION DISTRICT

|      |      |      |      |      |      |      |      |      |      |      |      |      |
|------|------|------|------|------|------|------|------|------|------|------|------|------|
| 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 |

| <b>Max Day Treated Water (GPD/EQR)</b> |        |        |        |        |        |        |        |        |        |        |        |        | <b>AVG<br/>GPD/EQR</b> |
|--|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|------------------------|
| 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     |
|------------------------------------|-------|-------|-------|-------|--------|-------|-------|--------|---------|---------|---------|---------|
| <b>Max Day Treated Water (MGD)</b> |       |       |       |       |        |       |       |        |         |         |         |         |
| 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 | 2.295 | 2.502  |         |         |         |         |
| Increase/ Decrease                 | 6.9%  | 3.3%  | 27.8% | 15.1% | -49.1% | 27.4% | -5.0% | -28.4% | -100.0% | -100.0% | -100.0% | -100.0% |

|                                 |      |      |      |      |      |      |      |      |         |         |         |         |
|---------------------------------|------|------|------|------|------|------|------|------|---------|---------|---------|---------|
| <b>Monthly EQRs (Connected)</b> |      |      |      |      |      |      |      |      |         |         |         |         |
| 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 | 3688 | 3693 |         |         |         |         |
| Increase/Decrease               | 0.8% | 0.8% | 0.8% | 0.7% | 0.8% | 0.7% | 0.7% | 0.7% | -100.0% | -100.0% | -100.0% | -100.0% |

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

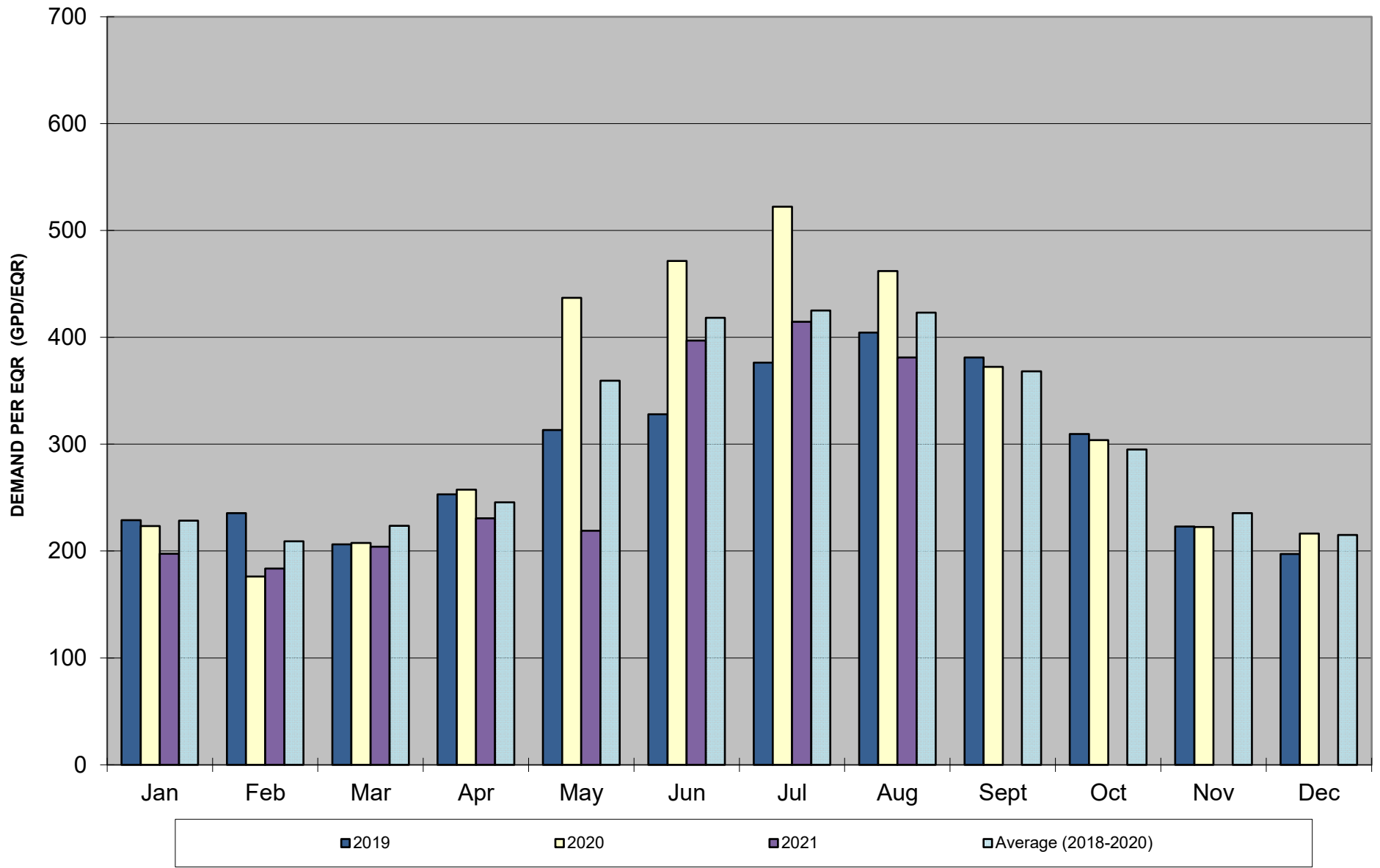
### Max Day Treated Water (GPD/EQR)

|                    |        |        |        |        |        |        |        |        |         |         |         |         |
|--------------------|--------|--------|--------|--------|--------|--------|--------|--------|---------|---------|---------|---------|
| 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 | 622.29 | 677.50 | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! |
| Increase/ Decrease | 6.1%   | 2.5%   | 26.7%  | 14.3%  | -49.4% | 26.6%  | -5.7%  | -28.9% | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! |

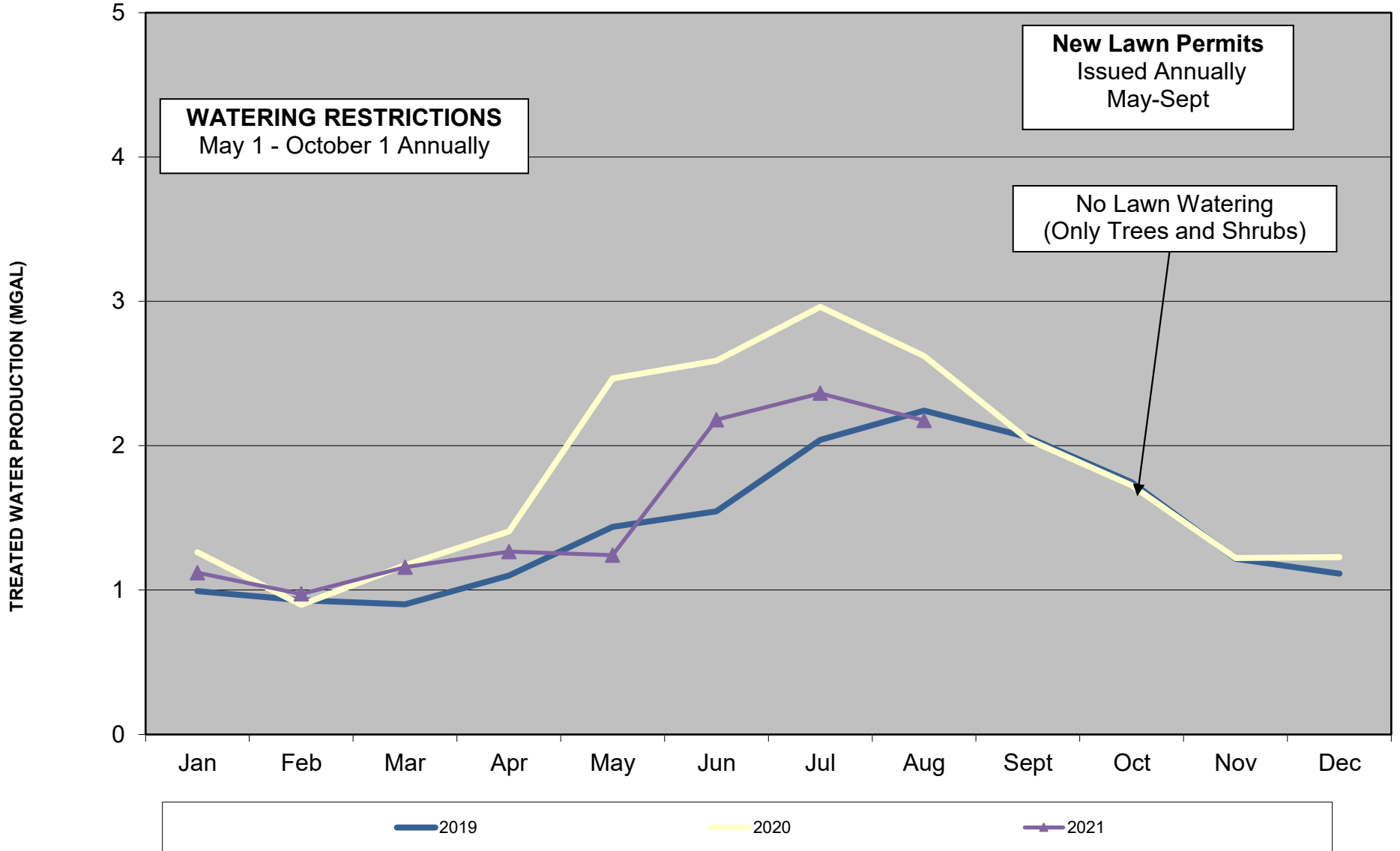
#### Notes:

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  |
|-----------------------------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|--------|
| <b>Treated Water (MGAL)</b> |       |       |       |       |       |       |       |       |       |       |       |       |        |
| 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 |
| <b>Average</b>              | 1.042 | 0.853 | 1.017 | 1.118 | 1.728 | 1.960 | 2.182 | 2.180 | 1.845 | 1.544 | 1.175 | 1.115 |        |

| <b>Monthly EQRs (Connected)</b> |     |     |     |     |     |     |     |     |     |     |     |     |  |
|---------------------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|--|
| 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 |  |

|                                |        |        |        |        |        |        |        |        |        |        |        |        | <b>AVE<br/>GPD/EQR</b> |
|--------------------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|------------------------|
| <b>Treated Water (GPD/EQR)</b> |        |        |        |        |        |        |        |        |        |        |        |        |                        |
| 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                 |
| <b>Average</b>                 | 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     |
|------------------------------|--------|-------|-------|--------|--------|--------|--------|--------|---------|---------|---------|---------|
| <b>Treated Water ( MGAL)</b> |        |       |       |        |        |        |        |        |         |         |         |         |
| 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  | 2.364  | 2.174  |         |         |         |         |
| Increase/Decrease            | -11.2% | 8.5%  | -1.1% | -10.0% | -49.6% | -15.8% | -20.2% | -17.1% | -100.0% | -100.0% | -100.0% | -100.0% |

|                                 | Jan  | Feb  | Mar  | Apr  | May  | Jun  | Jul  | Aug  | Sept    | Oct     | Nov     | Dec     |
|---------------------------------|------|------|------|------|------|------|------|------|---------|---------|---------|---------|
| <b>Monthly EQRs (Connected)</b> |      |      |      |      |      |      |      |      |         |         |         |         |
| 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  | 184  | 184  |         |         |         |         |
| Increase/Decrease               | 0.5% | 0.5% | 0.5% | 0.5% | 0.5% | 0.0% | 0.5% | 0.5% | -100.0% | -100.0% | -100.0% | -100.0% |

|  |        |      |       |        |        |        |        |        |      |      |      |      |
|--|--------|------|-------|--------|--------|--------|--------|--------|------|------|------|------|
| <b>Water Savings</b>   |        |      |       |        |        |        |        |        |      |      |      |      |
| Increase/Decrease*   | -11.7% | 8.0% | -1.6% | -10.5% | -50.1% | -15.8% | -20.7% | -17.6% | 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     |
|--------------------------------|--------|--------|--------|--------|--------|--------|--------|--------|---------|---------|---------|---------|
| <b>Treated Water (GPD/EQR)</b> |        |        |        |        |        |        |        |        |         |         |         |         |
| 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 | 414.45 | 381.14 | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! |
| Increase/Decrease              | -11.7% | 4.1%   | -1.7%  | -10.5% | -49.9% | -15.8% | -20.6% | -17.5% | #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  
July 31, 2021**

**General Fund**

1. Property taxes collected for the month total \$ 296,618
2. Specific ownership taxes collected for the month total \$ 10,551
3. Repairs includes \$ 2,386 to Browns Hill Engineering for IT Support and \$ 1314 to Rapidscale.

**Debt Service Fund**

1. Property taxes collected for the month total \$ 146,207
2. Specific ownership taxes collected for the month total \$ 5,201
3. Transfers in for Debt Surcharge in the amount \$ 91,942

**Water Fund Treatment**

1. Service charges billed for the month were \$ 389,402
2. Dominion WTP Operations income of \$ 50,679 for the month.
3. Collected \$ 91,942 in capital surcharges for the WTP
4. SDC collected \$ 14,935 for the month
5. Ravenna monthly SDC totaled \$ 35,510
6. Irrigation Water \$ 71,606 for the month
7. Capital Project Expense includes \$ 23,683 to Brannan Construction and \$ 4,710 to Velocity

**Water Fund -Distribution**

1. Water Costs for the month \$ 313,473
2. Engineering expenses for the month \$ 7,365
3. Capital Outlay includes \$ 26,325 to TST

**Sewer Fund**

1. Service charges for the month totaled \$ 148,507
2. Lockheed Martin service charges totaled \$ 25,928 for the month.
3. SDC Collected for the month \$ 40,057
4. Paid semi-annual Littleton Sewer Fees in the amount of \$ 493,092
5. Capital Outlay includes \$ 23,683 to Brannan Construction and \$ 60,613 to TST

ROXBOROUGH WATER & SANITATION DISTRICT  
FINANCIAL STATEMENTS

July 31, 2021

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**Roxborough Water and Sanitation District  
Balance Sheet by Class  
As of July 31, 2021**

|                                       | 1-General Fund      | 2-Debt Service      | 3-Water-Treatment     | 4-Sewer              | 5-Capital Fund    | 6-Water-Distribution  | 7-Plum Valley Heights | TOTAL                 |
|---------------------------------------|---------------------|---------------------|-----------------------|----------------------|-------------------|-----------------------|-----------------------|-----------------------|
| <b>ASSETS</b>                         |                     |                     |                       |                      |                   |                       |                       |                       |
| <b>Current Assets</b>                 |                     |                     |                       |                      |                   |                       |                       |                       |
| Checking/Savings                      |                     |                     |                       |                      |                   |                       |                       |                       |
| 1105-Checking                         | 188,779.88          | 3,294,177.92        | 18,488,618.00         | 1,654,364.77         | 543,315.63        | -15,619,151.92        | -394,402.62           | 8,155,701.66          |
| 1111-WF Bond Redemption               | 0.00                | 1,663,115.10        | 0.00                  | 0.00                 | 0.00              | 0.00                  | 0.00                  | 1,663,115.10          |
| 1125-Wellis Fargo Savings             | 0.00                | 0.00                | 0.00                  | 0.00                 | 0.00              | 0.00                  | 1,008,714.30          | 1,008,714.30          |
| 1139 -WF Ravenna                      | 0.00                | 0.00                | 3,196,997.18          | 0.00                 | 0.00              | 0.00                  | 0.00                  | 3,196,997.18          |
| 1150-Investment in Colotrast          | 2,333,696.53        | 1,669,900.09        | 5,559,384.99          | 7,768,409.49         | 0.00              | 0.00                  | 0.00                  | 17,331,391.10         |
| 1155- Colomust Bond Fund              | 0.00                | 0.00                | 358,078.09            | 497,047.48           | 0.00              | 0.00                  | 0.00                  | 855,125.57            |
| 1160 -System Develop Colo Trust       | 0.00                | 0.00                | 983,929.29            | 0.00                 | 0.00              | 0.00                  | 0.00                  | 983,929.29            |
| Total Checking/Savings                | 2,522,476.41        | 6,627,193.11        | 28,587,007.55         | 9,919,821.74         | 543,315.63        | -15,619,151.92        | 614,311.68            | 33,194,974.20         |
| Other Current Assets                  |                     |                     |                       |                      |                   |                       |                       |                       |
| 1300-A/R Service                      | 0.00                | 0.00                | 815,382.92            | 255,328.68           | 0.00              | 0.00                  | 0.00                  | 1,070,711.60          |
| 1310-A/R Availability                 | 0.00                | 0.00                | 38,153.09             | 12,146.92            | 0.00              | 0.00                  | 0.00                  | 50,300.01             |
| 1350- A/R Taxes                       | 1,485,396.00        | 693,887.00          | 0.00                  | 0.00                 | 0.00              | 0.00                  | 465,070.00            | 2,844,353.00          |
| 1356-Due From NWDC Inclusion          | 0.00                | 0.00                | 8,898.63              | 0.00                 | 0.00              | 0.00                  | 0.00                  | 8,898.63              |
| 1366 Due from the Club at Raven       | 0.00                | 0.00                | 45,472.84             | 0.00                 | 0.00              | 0.00                  | 0.00                  | 45,472.84             |
| 1370- Due From Others                 | 0.00                | 0.00                | 35,659.75             | 0.00                 | 0.00              | 0.00                  | 0.00                  | 35,659.75             |
| 1390- Due from Dominion               | 0.00                | 0.00                | 0.00                  | 623,567.04           | 0.00              | 0.00                  | 0.00                  | 623,567.04            |
| 1396- Due from PA13                   | 0.00                | 0.00                | 1,654.22              | 0.00                 | 0.00              | 0.00                  | 0.00                  | 1,654.22              |
| 1399- Due From Arrowhead              | 0.00                | 0.00                | 140.00                | 0.00                 | 0.00              | 0.00                  | 0.00                  | 140.00                |
| 1400- Prepaid Insurance               | 11,050.75           | 0.00                | 11,050.75             | 0.00                 | 0.00              | 0.00                  | 0.00                  | 22,101.50             |
| Total Other Current Assets            | 1,496,446.75        | 693,887.00          | 956,412.20            | 902,093.39           | 0.00              | 11,050.75             | 465,070.00            | 4,524,960.09          |
| Total Current Assets                  | 4,018,923.16        | 7,321,080.11        | 29,543,419.75         | 10,821,915.13        | 543,315.63        | -15,608,101.17        | 1,079,381.68          | 37,719,934.29         |
| <b>Fixed Assets</b>                   |                     |                     |                       |                      |                   |                       |                       |                       |
| 1500- Capital Assets                  | 0.00                | 0.00                | 83,103,571.32         | 16,611,243.89        | 0.00              | 0.00                  | 0.00                  | 99,714,815.21         |
| Total Fixed Assets                    | 0.00                | 0.00                | 83,103,571.32         | 16,611,243.89        | 0.00              | 0.00                  | 0.00                  | 99,714,815.21         |
| <b>TOTAL ASSETS</b>                   | <b>4,018,923.16</b> | <b>7,321,080.11</b> | <b>112,646,991.07</b> | <b>27,433,159.02</b> | <b>543,315.63</b> | <b>-15,608,101.17</b> | <b>1,079,381.68</b>   | <b>137,434,749.50</b> |
| <b>LIABILITIES &amp; EQUITY</b>       |                     |                     |                       |                      |                   |                       |                       |                       |
| <b>Liabilities</b>                    |                     |                     |                       |                      |                   |                       |                       |                       |
| <b>Current Liabilities</b>            |                     |                     |                       |                      |                   |                       |                       |                       |
| Accounts Payable                      |                     |                     |                       |                      |                   |                       |                       |                       |
| 2000- Accounts Payable                | 4,652.93            | 0.00                | 30,962.81             | 74,575.48            | 0.00              | 303,322.35            | 1,000.00              | 414,513.57            |
| Total Accounts Payable                | 4,652.93            | 0.00                | 30,962.81             | 74,575.48            | 0.00              | 303,322.35            | 1,000.00              | 414,513.57            |
| Other Current Liabilities             |                     |                     |                       |                      |                   |                       |                       |                       |
| 2015 Accrued Vac/ Sick Leave          | 0.00                | 0.00                | 40,206.68             | 40,206.68            | 0.00              | 0.00                  | 0.00                  | 80,413.36             |
| 2052 - Deferred Rental Income         | 0.00                | 0.00                | 19,466.65             | 0.00                 | 0.00              | 0.00                  | 0.00                  | 19,466.65             |
| 2055- Ravenna Costs Advanced          | 0.00                | 0.00                | 3,196,997.18          | 0.00                 | 0.00              | 0.00                  | 0.00                  | 3,196,997.18          |
| 2060 - Deferred Taxes                 | 1,485,396.00        | 693,887.00          | 0.00                  | 0.00                 | 0.00              | 0.00                  | 465,070.00            | 2,644,353.00          |
| Deferred Income                       | 0.00                | 0.00                | 0.00                  | 1,000,000.00         | 0.00              | 0.00                  | 0.00                  | 1,000,000.00          |
| Total Other Current Liabilities       | 1,485,396.00        | 693,887.00          | 3,256,670.51          | 1,040,206.68         | 0.00              | 465,070.00            | 465,070.00            | 6,941,230.19          |
| Total Current Liabilities             | 1,490,048.93        | 693,887.00          | 3,287,633.32          | 1,114,782.16         | 0.00              | 303,322.35            | 466,070.00            | 7,355,743.76          |
| Total Liabilities                     | 1,490,048.93        | 693,887.00          | 3,287,633.32          | 1,114,782.16         | 0.00              | 303,322.35            | 466,070.00            | 7,355,743.76          |
| <b>Equity</b>                         |                     |                     |                       |                      |                   |                       |                       |                       |
| 3900 -Retained Earnings               | 1,094,673.36        | 6,102,365.64        | 107,755,771.15        | 26,517,305.23        | 543,315.63        | -14,099,737.21        | 301,597.90            | 128,215,291.70        |
| Net Income                            | 1,434,200.87        | 524,827.47          | 1,603,586.60          | -198,928.37          | 0.00              | -1,811,686.31         | 311,713.78            | 1,863,714.04          |
| Total Equity                          | 2,528,874.23        | 6,627,193.11        | 109,359,357.75        | 26,318,376.86        | 543,315.63        | -15,911,423.52        | 613,311.68            | 130,079,005.74        |
| <b>TOTAL LIABILITIES &amp; EQUITY</b> | <b>4,018,923.16</b> | <b>7,321,080.11</b> | <b>112,646,991.07</b> | <b>27,433,159.02</b> | <b>543,315.63</b> | <b>-15,608,101.17</b> | <b>1,079,381.68</b>   | <b>137,434,749.50</b> |

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

|                                | <u>Jul 21</u>            | <u>Jan - Jul 21</u>        |
|--------------------------------|--------------------------|----------------------------|
| <b>Ordinary Income/Expense</b> |                          |                            |
| <b>Income</b>                  |                          |                            |
| 5200- Property Taxes           | 296,618.33               | 1,428,500.10               |
| 5210- Specific Ownership Taxes | 10,551.31                | 75,310.61                  |
| 5820- Investment Income        | 57.28                    | 527.54                     |
| 5860- Insurance Claim          | 0.00                     | 200,000.00                 |
| <b>Total Income</b>            | <u>307,226.92</u>        | <u>1,704,338.25</u>        |
| <b>Gross Profit</b>            | 307,226.92               | 1,704,338.25               |
| <b>Expense</b>                 |                          |                            |
| 6020-Payroll Expenses          | 8,671.86                 | 67,069.39                  |
| 6040- Accounting               | 2,375.00                 | 16,625.00                  |
| 6041- Audit                    | 0.00                     | 28,000.00                  |
| 6050- Contract Labor           | 0.00                     | 1,321.80                   |
| 6053- Data Recovery            | 0.00                     | 11,596.50                  |
| 6080- Education                | 410.83                   | 5,692.86                   |
| 6100- Engineering              | 1,143.80                 | 8,570.10                   |
| 6130- Insurance                | 1,865.00                 | 12,815.50                  |
| 6140- Lab & Test Fees          | 0.00                     | 27.00                      |
| 6150- Legal                    | 1,134.13                 | 12,365.37                  |
| 6180- Misc. Expenses           | 311.55                   | 1,817.48                   |
| 6200- Office Expense           | 9,509.36                 | 24,190.53                  |
| 6210-Operating Supplies        | 0.00                     | 1,652.91                   |
| 6220- Permits                  | 500.00                   | 12,029.72                  |
| 6225-Rent                      | 0.00                     | 2,693.52                   |
| 6230- Repairs and Maint        | 3,699.85                 | 38,243.27                  |
| 6250- Treasurers Fees          | 4,449.82                 | 21,428.57                  |
| 6260- Utilities                | 146.93                   | 2,646.61                   |
| 6270- Vehicle                  | 191.34                   | 472.32                     |
| 6300- Bank Service Charges     | 201.96                   | 878.93                     |
| <b>Total Expense</b>           | <u>34,611.43</u>         | <u>270,137.38</u>          |
| <b>Net Ordinary Income</b>     | <u>272,615.49</u>        | <u>1,434,200.87</u>        |
| <b>Net Income</b>              | <u><u>272,615.49</u></u> | <u><u>1,434,200.87</u></u> |

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

|                                | Jul 21                   | Jan - Jul 21             |
|--------------------------------|--------------------------|--------------------------|
| <b>Ordinary Income/Expense</b> |                          |                          |
| <b>Income</b>                  |                          |                          |
| 5200- Property Taxes           | 146,206.84               | 704,125.38               |
| 5210- Specific Ownership Taxes | 5,200.87                 | 37,121.54                |
| 5820- Investment Income        | 56.01                    | 640.81                   |
| <b>Total Income</b>            | <u>151,463.72</u>        | <u>741,887.73</u>        |
| <b>Gross Profit</b>            | 151,463.72               | 741,887.73               |
| <b>Expense</b>                 |                          |                          |
| 6250- Treasurers Fees          | 2,193.37                 | 10,562.43                |
| 6420-Loan Administrative Fees  | 38,400.00                | 76,800.00                |
| 7100-Principal Payments        | 260,000.00               | 685,709.95               |
| 7150-Ravenna CWCB              | 0.00                     | 82,425.19                |
| 7200- Interest Payments        | 15,203.75                | 133,526.14               |
| <b>Total Expense</b>           | <u>315,797.12</u>        | <u>989,023.71</u>        |
| <b>Net Ordinary Income</b>     | -164,333.40              | -247,135.98              |
| <b>Other Income/Expense</b>    |                          |                          |
| <b>Other Income</b>            |                          |                          |
| 6900- Transfers In             | 39,064.84                | 131,070.52               |
| 6902- Transfers In WTP         | 91,942.48                | 640,892.93               |
| <b>Total Other Income</b>      | <u>131,007.32</u>        | <u>771,963.45</u>        |
| <b>Net Other Income</b>        | <u>131,007.32</u>        | <u>771,963.45</u>        |
| <b>Net Income</b>              | <u><u>-33,326.08</u></u> | <u><u>524,827.47</u></u> |

**Roxborough Water and Sanitation District**  
**Profit & Loss -Water Treatment**  
July 2021

|                                 | Jul 21                   | Jan - Jul 21               |
|---------------------------------|--------------------------|----------------------------|
| <b>Ordinary Income/Expense</b>  |                          |                            |
| <b>Income</b>                   |                          |                            |
| 5010- Service Charges           | 389,401.77               | 1,929,680.32               |
| 5011- Service Charge Ravenna    | 45,472.84                | 74,289.44                  |
| 5100-Availability Charges       | 29,399.83                | 98,147.13                  |
| 5211- Dominion WTP Operations   | 50,679.30                | 328,828.59                 |
| 5310-Permit Fees                | 2,475.00                 | 28,875.00                  |
| 5410-Hydrant Water              | 3,195.25                 | 14,361.50                  |
| 5510-Potable Irrigation Water   | 14,991.90                | 42,736.20                  |
| 5511-Irrigation Water           | 71,606.45                | 171,575.15                 |
| 5601-Late Fees, Penalties,      | 3,498.87                 | 6,455.15                   |
| 5610- Miscellaneous Income      | 6,073.70                 | -1,651.35                  |
| 5611-Inclusion fees-NWDC        | 6,856.42                 | 43,897.79                  |
| 5620- Dominion Dist. Operations | 19,295.58                | 150,695.31                 |
| 5640- Dominion Treated Water Us | 21,083.21                | 70,105.33                  |
| 5650 Dominion Exp Reimbursement | 17,484.28                | 115,130.37                 |
| 5700- Sys. Development Charge   | 14,935.00                | 376,855.00                 |
| 5705 Ravenna SDC                | 35,509.99                | 180,656.62                 |
| 5710- Capital Surcharge         | 11,691.37                | 81,504.23                  |
| 5715- Capital Surcharge WTP Sup | 91,942.48                | 640,892.93                 |
| 5820- Investment Income         | 194.01                   | 2,511.24                   |
| 5850 - Reimbursed Exp Other     | 498.08                   | 32,578.36                  |
| <b>Total Income</b>             | <u>836,285.33</u>        | <u>4,388,124.31</u>        |
| <b>Gross Profit</b>             | 836,285.33               | 4,388,124.31               |
| <b>Expense</b>                  |                          |                            |
| 6020-Payroll Expenses           | 45,849.13                | 316,770.82                 |
| 6040- Accounting                | 2,375.00                 | 16,625.00                  |
| 6050- Contract Labor            | 0.00                     | 1,321.80                   |
| 6080- Education                 | 337.50                   | 5,579.44                   |
| 6100- Engineering               | 27,453.68                | 52,523.85                  |
| 6130- Insurance                 | 1,865.00                 | 12,815.50                  |
| 6140- Lab & Test Fees           | -207.00                  | 2,197.00                   |
| 6150- Legal                     | 1,134.13                 | 10,008.86                  |
| 6180- Misc. Expenses            | 341.03                   | 1,042.73                   |
| 6200- Office Expense            | 1,481.21                 | 2,472.06                   |
| 6210-Operating Supplies         | 7,537.32                 | 38,789.20                  |
| 6220- Permits                   | 0.00                     | 0.00                       |
| 6230- Repairs and Maint         | 21,996.87                | 84,079.21                  |
| 6240- Safety Equipment          | 0.00                     | -1,786.87                  |
| 6260- Utilities                 | 15,077.22                | 92,680.32                  |
| 6270- Vehicle                   | 26.39                    | 2,545.80                   |
| 6300- Bank Service Charges      | 201.96                   | 2,297.82                   |
| 7300- Capital Projects          | 28,392.75                | 218,862.61                 |
| 7301-Capital DWSD               | 0.00                     | 20,802.50                  |
| 7302- Water Taps Centennial     | 10,870.00                | 10,870.00                  |
| <b>Total Expense</b>            | <u>164,732.19</u>        | <u>890,497.65</u>          |
| <b>Net Ordinary Income</b>      | 671,553.14               | 3,497,626.66               |
| <b>Other Income/Expense</b>     |                          |                            |
| <b>Other Expense</b>            |                          |                            |
| 8000- Transfers to Other Funds  | 29,399.83                | 98,147.13                  |
| 8002- Transfers Water Supply SV | 91,942.48                | 640,892.93                 |
| 9000 -Depreciation Expense      | 165,000.00               | 1,155,000.00               |
| <b>Total Other Expense</b>      | <u>286,342.31</u>        | <u>1,894,040.06</u>        |
| <b>Net Other Income</b>         | <u>-286,342.31</u>       | <u>-1,894,040.06</u>       |
| <b>Net Income</b>               | <u><u>385,210.83</u></u> | <u><u>1,603,586.60</u></u> |

**Roxborough Water and Sanitation District**  
**Profit & Loss -Water Distribution**  
**July 2021**

|                                | <u>Jul 21</u>             | <u>Jan - Jul 21</u>         |
|--------------------------------|---------------------------|-----------------------------|
| <b>Ordinary Income/Expense</b> |                           |                             |
| <b>Expense</b>                 |                           |                             |
| 6020-Payroll Expenses          | 30,460.08                 | 201,409.23                  |
| 6040- Accounting               | 2,375.00                  | 16,625.00                   |
| 6050- Contract Labor           | 2,853.72                  | 15,897.69                   |
| 6065- Dominion expenses        | 0.00                      | 4,296.00                    |
| 6080- Education                | 710.84                    | 6,487.67                    |
| 6100- Engineering              | 7,365.29                  | 132,321.69                  |
| 6110-Conservation Rebates      | 0.00                      | 250.00                      |
| 6130- Insurance                | 1,865.00                  | 12,815.50                   |
| 6140- Lab & Test Fees          | 613.00                    | 4,916.00                    |
| 6150- Legal                    | 2,017.61                  | 11,457.82                   |
| 6170 - Meter Expenses          | 1,412.43                  | 21,788.56                   |
| 6180- Misc. Expenses           | 0.00                      | 176.85                      |
| 6200- Office Expense           | 2,305.03                  | 7,137.37                    |
| 6220- Permits                  | 0.00                      | 839.88                      |
| 6230- Repairs and Maint        | 19,231.95                 | 70,757.91                   |
| 6240- Safety Equipment         | 0.00                      | 1,117.53                    |
| 6260- Utilities                | 8,604.76                  | 29,198.93                   |
| 6270- Vehicle                  | 353.57                    | 4,222.18                    |
| 6280- Water Costs              | 313,473.34                | 955,573.43                  |
| 6300- Bank Service Charges     | 201.96                    | 984.27                      |
| 7290- Water Rights             | 3,929.50                  | 11,166.97                   |
| 7300- Capital Projects         | 26,455.17                 | 302,245.83                  |
| <b>Total Expense</b>           | <u>424,228.25</u>         | <u>1,811,686.31</u>         |
| <b>Net Ordinary Income</b>     | <u>-424,228.25</u>        | <u>-1,811,686.31</u>        |
| <b>Net Income</b>              | <u><u>-424,228.25</u></u> | <u><u>-1,811,686.31</u></u> |

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

|                                 | <u>Jul 21</u>            | <u>Jan - Jul 21</u>       |
|---------------------------------|--------------------------|---------------------------|
| <b>Ordinary Income/Expense</b>  |                          |                           |
| <b>Income</b>                   |                          |                           |
| 5010- Service Charges           | 148,507.35               | 1,020,388.89              |
| 5100-Availability Charges       | 9,665.01                 | 32,923.39                 |
| 5101- Service Charges LMA       | 25,927.83                | 176,047.60                |
| 5310-Permit Fees                | 2,475.00                 | 38,735.00                 |
| 5601-Late Fees, Penalties,      | 1,211.13                 | 2,427.55                  |
| 5610- Miscellaneous Income      | 5,313.37                 | 13,655.30                 |
| 5625- Dominion Sewer Conveyance | 24,540.00                | 160,480.00                |
| 5650 Dominion Exp Reimbursement | 623,567.04               | 747,262.89                |
| 5670-Dominion Cap Lease O-Line  | 0.00                     | 0.00                      |
| 5700- Sys. Development Charge   | 40,057.00                | 452,493.00                |
| 5710- Capital Surcharge         | 12,871.26                | 88,788.50                 |
| 5820- Investment Income         | 232.89                   | 3,020.86                  |
| <b>Total Income</b>             | <u>894,367.88</u>        | <u>2,736,222.98</u>       |
| <b>Gross Profit</b>             | 894,367.88               | 2,736,222.98              |
| <b>Expense</b>                  |                          |                           |
| 6020-Payroll Expenses           | 35,722.74                | 228,906.16                |
| 6040- Accounting                | 2,375.00                 | 16,625.00                 |
| 6050- Contract Labor            | 2,853.72                 | 15,897.18                 |
| 6065- Dominion expenses         | 0.00                     | 0.00                      |
| 6080- Education                 | 585.83                   | 5,522.12                  |
| 6100- Engineering               | 9,917.50                 | 65,714.00                 |
| 6130- Insurance                 | 1,865.00                 | 12,815.50                 |
| 6140- Lab & Test Fees           | 0.00                     | 105.00                    |
| 6150- Legal                     | 1,669.63                 | 10,544.36                 |
| 6180- Misc. Expenses            | 50.07                    | 291.34                    |
| 6185- Littleton Service Fees    | 493,091.80               | 493,091.80                |
| 6200- Office Expense            | 2,304.99                 | 7,137.25                  |
| 6210-Operating Supplies         | 0.00                     | 8,609.57                  |
| 6220- Permits                   | 0.00                     | 577.50                    |
| 6230- Repairs and Maint         | 801.96                   | 30,303.54                 |
| 6240- Safety Equipment          | 0.00                     | 1,000.76                  |
| 6260- Utilities                 | 47,340.99                | 84,770.76                 |
| 6270- Vehicle                   | 358.10                   | 4,236.82                  |
| 6300- Bank Service Charges      | 201.95                   | 2,297.81                  |
| 7300- Capital Projects          | 70,513.26                | 1,430,781.49              |
| <b>Total Expense</b>            | <u>669,652.54</u>        | <u>2,419,227.96</u>       |
| <b>Net Ordinary Income</b>      | 224,715.34               | 316,995.02                |
| <b>Other Income/Expense</b>     |                          |                           |
| <b>Other Expense</b>            |                          |                           |
| 8000- Transfers to Other Funds  | 9,665.01                 | 32,923.39                 |
| 9000 -Depreciation Expense      | 69,000.00                | 483,000.00                |
| <b>Total Other Expense</b>      | <u>78,665.01</u>         | <u>515,923.39</u>         |
| <b>Net Other Income</b>         | <u>-78,665.01</u>        | <u>-515,923.39</u>        |
| <b>Net Income</b>               | <u><u>146,050.33</u></u> | <u><u>-198,928.37</u></u> |

**Roxborough Water and Sanitation District**  
**Profit & Loss -PVH**  
**July 2021**

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|                                | Jul 21     | Jan - Jul 21 |
|--------------------------------|------------|--------------|
| <b>Ordinary Income/Expense</b> |            |              |
| <b>Income</b>                  |            |              |
| 5200- Property Taxes           | 84,537.61  | 450,796.57   |
| 5210- Specific Ownership Taxes | 4,589.72   | 26,586.16    |
| 5820- Investment Income        | 8.37       | 46.56        |
| <b>Total Income</b>            | 89,135.70  | 477,429.29   |
| <b>Gross Profit</b>            | 89,135.70  | 477,429.29   |
| <b>Expense</b>                 |            |              |
| 6040- Accounting               | 1,000.00   | 7,000.00     |
| 6150- Legal                    | 0.00       | 445.00       |
| 6250- Treasurers Fees          | 1,270.18   | 6,764.07     |
| 6500- CWRPDA Debt Service      | 151,506.44 | 151,506.44   |
| <b>Total Expense</b>           | 153,776.62 | 165,715.51   |
| <b>Net Ordinary Income</b>     | -64,640.92 | 311,713.78   |
| <b>Net Income</b>              | -64,640.92 | 311,713.78   |

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

|                                | Jan - Jul 21               | Budget                   | \$ Over Budget             | % of Budget          |
|--------------------------------|----------------------------|--------------------------|----------------------------|----------------------|
| <b>Ordinary Income/Expense</b> |                            |                          |                            |                      |
| <b>Income</b>                  |                            |                          |                            |                      |
| 5200- Property Taxes           | 1,428,500.10               | 1,485,396.00             | -56,895.90                 | 96.2%                |
| 5210- Specific Ownership Taxes | 75,310.61                  | 100,000.00               | -24,689.39                 | 75.3%                |
| 5610- Misc Income              | 0.00                       | 1,000.00                 | -1,000.00                  | 0.0%                 |
| 5820- Investment Income        | 527.54                     | 7,500.00                 | -6,972.46                  | 7.0%                 |
| 5860- Insurance Claim          | 200,000.00                 |                          |                            |                      |
| <b>Total Income</b>            | <u>1,704,338.25</u>        | <u>1,593,896.00</u>      | <u>110,442.25</u>          | <u>106.9%</u>        |
| <b>Gross Profit</b>            | 1,704,338.25               | 1,593,896.00             | 110,442.25                 | 106.9%               |
| <b>Expense</b>                 |                            |                          |                            |                      |
| 6020- Payroll Expenses         | 67,069.39                  | 125,000.00               | -57,930.61                 | 53.7%                |
| 6040- Accounting               | 16,625.00                  | 30,000.00                | -13,375.00                 | 55.4%                |
| 6041- Audit                    | 28,000.00                  | 30,000.00                | -2,000.00                  | 93.3%                |
| 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                | 5,692.86                   | 30,000.00                | -24,307.14                 | 19.0%                |
| 6100- Engineering              | 8,570.10                   | 50,000.00                | -41,429.90                 | 17.1%                |
| 6130- Insurance                | 12,815.50                  | 12,500.00                | 315.50                     | 102.5%               |
| 6140- Lab & Test Fees          | 27.00                      |                          |                            |                      |
| 6150- Legal                    | 12,365.37                  | 30,000.00                | -17,634.63                 | 41.2%                |
| 6180- Misc. Expenses           | 1,817.48                   | 20,000.00                | -18,182.52                 | 9.1%                 |
| 6200- Office Expense           | 24,190.53                  | 40,000.00                | -15,809.47                 | 60.5%                |
| 6210- Operating Supplies       | 1,652.91                   |                          |                            |                      |
| 6220- Permits                  | 12,029.72                  | 15,000.00                | -2,970.28                  | 80.2%                |
| 6225- Rent                     | 2,693.52                   | 3,000.00                 | -306.48                    | 89.8%                |
| 6230- Repairs and Maint        | 38,243.27                  | 175,000.00               | -136,756.73                | 21.9%                |
| 6250- Treasurers Fees          | 21,428.57                  | 20,000.00                | 1,428.57                   | 107.1%               |
| 6260- Utilities                | 2,646.61                   | 5,000.00                 | -2,353.39                  | 52.9%                |
| 6270- Vehicle                  | 472.32                     | 6,000.00                 | -5,527.68                  | 7.9%                 |
| 6300- Bank Service Charges     | 878.93                     |                          |                            |                      |
| 7300- Capital Projects         | 0.00                       | 12,000.00                | -12,000.00                 | 0.0%                 |
| <b>Total Expense</b>           | <u>270,137.38</u>          | <u>626,500.00</u>        | <u>-356,362.62</u>         | <u>43.1%</u>         |
| <b>Net Ordinary Income</b>     | 1,434,200.87               | 967,396.00               | 466,804.87                 | 148.3%               |
| <b>Other Income/Expense</b>    |                            |                          |                            |                      |
| <b>Other Expense</b>           |                            |                          |                            |                      |
| 8000- Transfers to Other Funds | 0.00                       | 700,000.00               | -700,000.00                | 0.0%                 |
| <b>Total Other Expense</b>     | <u>0.00</u>                | <u>700,000.00</u>        | <u>-700,000.00</u>         | <u>0.0%</u>          |
| <b>Net Other Income</b>        | <u>0.00</u>                | <u>-700,000.00</u>       | <u>700,000.00</u>          | <u>0.0%</u>          |
| <b>Net Income</b>              | <u><u>1,434,200.87</u></u> | <u><u>267,396.00</u></u> | <u><u>1,166,804.87</u></u> | <u><u>536.4%</u></u> |



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

|                                | <u>Jan - Jul 21</u>      | <u>Budget</u>            | <u>\$ Over Budget</u>    | <u>% of Budget</u>   |
|--------------------------------|--------------------------|--------------------------|--------------------------|----------------------|
| <b>Ordinary Income/Expense</b> |                          |                          |                          |                      |
| <b>Income</b>                  |                          |                          |                          |                      |
| 5200- Property Taxes           | 704,125.38               | 693,887.00               | 10,238.38                | 101.5%               |
| 5210- Specific Ownership Taxes | 37,121.54                | 80,000.00                | -42,878.46               | 46.4%                |
| 5820- Investment Income        | 640.81                   | 30,000.00                | -29,359.19               | 2.1%                 |
| <b>Total Income</b>            | <u>741,887.73</u>        | <u>803,887.00</u>        | <u>-61,999.27</u>        | <u>92.3%</u>         |
| <b>Gross Profit</b>            | 741,887.73               | 803,887.00               | -61,999.27               | 92.3%                |
| <b>Expense</b>                 |                          |                          |                          |                      |
| 6250- Treasurers Fees          | 10,562.43                | 15,000.00                | -4,437.57                | 70.4%                |
| 6420-Loan Administrative Fees  | 76,800.00                | 76,800.00                | 0.00                     | 100.0%               |
| 6550-CWCB Debt Service         | 0.00                     | 0.00                     | 0.00                     | 0.0%                 |
| 7100-Principal Payments        | 685,709.95               | 930,201.00               | -244,491.05              | 73.7%                |
| 7150-Ravenna CWCB              | 82,425.19                | 82,425.00                | 0.19                     | 100.0%               |
| 7200- Interest Payments        | 133,526.14               | 669,310.00               | -535,783.86              | 19.9%                |
| <b>Total Expense</b>           | <u>989,023.71</u>        | <u>1,773,736.00</u>      | <u>-784,712.29</u>       | <u>55.8%</u>         |
| <b>Net Ordinary Income</b>     | -247,135.98              | -969,849.00              | 722,713.02               | 25.5%                |
| <b>Other Income/Expense</b>    |                          |                          |                          |                      |
| <b>Other Income</b>            |                          |                          |                          |                      |
| 6900- Transfers In             | 131,070.52               | 160,000.00               | -28,929.48               | 81.9%                |
| 6902- Transfers In WTP         | 640,892.93               | 1,092,000.00             | -451,107.07              | 58.7%                |
| 6903- Ravenna Loan Surcharge   | 0.00                     | 82,425.00                | -82,425.00               | 0.0%                 |
| <b>Total Other Income</b>      | <u>771,963.45</u>        | <u>1,334,425.00</u>      | <u>-562,461.55</u>       | <u>57.8%</u>         |
| <b>Net Other Income</b>        | 771,963.45               | 1,334,425.00             | -562,461.55              | 57.8%                |
| <b>Net Income</b>              | <u><u>524,827.47</u></u> | <u><u>364,576.00</u></u> | <u><u>160,251.47</u></u> | <u><u>144.0%</u></u> |

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

|                                 | Jan - Jul 21        | Budget              | \$ Over Budget       | % of Budget  |
|---------------------------------|---------------------|---------------------|----------------------|--------------|
| <b>Ordinary Income/Expense</b>  |                     |                     |                      |              |
| <b>Income</b>                   |                     |                     |                      |              |
| 5010- Service Charges           | 1,929,680.32        | 3,200,000.00        | -1,270,319.68        | 60.3%        |
| 5011- Service Charge Ravenna    | 74,289.44           |                     |                      |              |
| 5100-Availability Charges       | 98,147.13           | 120,000.00          | -21,852.87           | 81.8%        |
| 5211- Dominion WTP Operations   | 328,828.59          | 500,000.00          | -171,171.41          | 65.8%        |
| 5310-Permit Fees                | 28,875.00           | 1,200.00            | 27,675.00            | 2,406.3%     |
| 5400-Rental Income              | 0.00                | 7,200.00            | -7,200.00            | 0.0%         |
| 5410-Hydrant Water              | 14,361.50           | 40,000.00           | -25,638.50           | 35.9%        |
| 5510-Potable Irrigation Water   | 42,736.20           | 40,000.00           | 2,736.20             | 106.8%       |
| 5511-Irrigation Water           | 171,575.15          | 250,000.00          | -78,424.85           | 68.6%        |
| 5601-Late Fees, Penalties,      | 6,455.15            |                     |                      |              |
| 5610- Miscellaneous Income      | -1,651.35           | 70,000.00           | -71,651.35           | -2.4%        |
| 5611-Inclusion fees-NWDC        | 43,897.79           | 50,000.00           | -6,102.21            | 87.8%        |
| 5620- Dominion Dist. Operations | 150,695.31          | 225,000.00          | -74,304.69           | 67.0%        |
| 5640- Dominion Treated Water Us | 70,105.33           | 84,000.00           | -13,894.67           | 83.5%        |
| 5650 Dominion Exp Reimbursement | 115,130.37          | 125,000.00          | -9,869.63            | 92.1%        |
| 5660- Ravenna Reimbursement     | 0.00                | 225,000.00          | -225,000.00          | 0.0%         |
| 5700- Sys. Development Charge   | 376,855.00          | 275,000.00          | 101,855.00           | 137.0%       |
| 5705 Ravenna SDC                | 180,656.62          | 250,000.00          | -69,343.38           | 72.3%        |
| 5710- Capital Surcharge         | 81,504.23           | 80,000.00           | 1,504.23             | 101.9%       |
| 5715- Capital Surcharge WTP Sup | 640,892.93          | 1,036,808.00        | -395,915.07          | 61.8%        |
| 5820- Investment Income         | 2,511.24            | 50,000.00           | -47,488.76           | 5.0%         |
| 5850 - Reimbursed Exp Other     | 32,578.36           | 20,000.00           | 12,578.36            | 162.9%       |
| <b>Total Income</b>             | <b>4,388,124.31</b> | <b>6,649,208.00</b> | <b>-2,261,083.69</b> | <b>66.0%</b> |
| <b>Gross Profit</b>             | <b>4,388,124.31</b> | <b>6,649,208.00</b> | <b>-2,261,083.69</b> | <b>66.0%</b> |
| <b>Expense</b>                  |                     |                     |                      |              |
| 6020-Payroll Expenses           | 316,770.82          | 660,000.00          | -343,229.18          | 48.0%        |
| 6040- Accounting                | 16,625.00           | 32,500.00           | -15,875.00           | 51.2%        |
| 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                 | 5,579.44            | 25,000.00           | -19,420.56           | 22.3%        |
| 6100- Engineering               | 52,523.85           | 100,000.00          | -47,476.15           | 52.5%        |
| 6115- GPS/GIS                   | 0.00                | 50,000.00           | -50,000.00           | 0.0%         |
| 6130- Insurance                 | 12,815.50           | 17,500.00           | -4,684.50            | 73.2%        |
| 6140- Lab & Test Fees           | 2,197.00            | 8,000.00            | -5,803.00            | 27.5%        |
| 6150- Legal                     | 10,008.86           | 37,500.00           | -27,491.14           | 26.7%        |
| 6180- Misc. Expenses            | 1,042.73            | 10,000.00           | -8,957.27            | 10.4%        |
| 6200- Office Expense            | 2,472.06            | 20,000.00           | -17,527.94           | 12.4%        |
| 6210-Operating Supplies         | 38,789.20           | 120,000.00          | -81,210.80           | 32.3%        |
| 6220- Permits                   | 0.00                | 3,000.00            | -3,000.00            | 0.0%         |
| 6230- Repairs and Maint         | 84,079.21           | 250,000.00          | -165,920.79          | 33.6%        |
| 6240- Safety Equipment          | -1,786.87           | 5,000.00            | -6,786.87            | -35.7%       |
| 6260- Utilities                 | 92,680.32           | 150,000.00          | -57,319.68           | 61.8%        |
| 6270- Vehicle                   | 2,545.80            | 11,000.00           | -8,454.20            | 23.1%        |
| 6280- Water Costs               | 0.00                | 48,000.00           | -48,000.00           | 0.0%         |
| 6300- Bank Service Charges      | 2,297.82            |                     |                      |              |
| 7300- Capital Projects          | 218,862.61          | 800,000.00          | -581,137.39          | 27.4%        |
| 7301-Capital DWSD               | 20,802.50           |                     |                      |              |
| 7302- Water Taps Centennial     | 10,870.00           | 50,000.00           | -39,130.00           | 21.7%        |
| <b>Total Expense</b>            | <b>890,497.65</b>   | <b>2,432,500.00</b> | <b>-1,542,002.35</b> | <b>36.6%</b> |
| <b>Net Ordinary Income</b>      | <b>3,497,626.66</b> | <b>4,216,708.00</b> | <b>-719,081.34</b>   | <b>82.9%</b> |
| <b>Other Income/Expense</b>     |                     |                     |                      |              |
| <b>Other Income</b>             |                     |                     |                      |              |
| 6900- Transfers In              | 0.00                | 500,000.00          | -500,000.00          | 0.0%         |
| <b>Total Other Income</b>       | <b>0.00</b>         | <b>500,000.00</b>   | <b>-500,000.00</b>   | <b>0.0%</b>  |
| <b>Other Expense</b>            |                     |                     |                      |              |
| 8000- Transfers to Other Funds  | 98,147.13           | 120,000.00          | -21,852.87           | 81.8%        |
| 8002- Transfers Water Supply SV | 640,892.93          | 1,080,000.00        | -439,107.07          | 59.3%        |

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

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|                                   | <u>Jan - Jul 21</u> | <u>Budget</u>       | <u>\$ Over Budget</u> | <u>% of Budget</u> |
|-----------------------------------|---------------------|---------------------|-----------------------|--------------------|
| <b>9000 -Depreciation Expense</b> | 1,155,000.00        |                     |                       |                    |
| <b>Total Other Expense</b>        | 1,894,040.06        | 1,200,000.00        | 694,040.06            | 157.8%             |
| <b>Net Other Income</b>           | -1,894,040.06       | -700,000.00         | -1,194,040.06         | 270.6%             |
| <b>Net Income</b>                 | <u>1,603,586.60</u> | <u>3,516,708.00</u> | <u>-1,913,121.40</u>  | <u>45.6%</u>       |

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

|                                   | <u>Jan - Jul 21</u>         | <u>Budget</u>               | <u>\$ Over Budget</u>      | <u>% of Budget</u>  |
|-----------------------------------|-----------------------------|-----------------------------|----------------------------|---------------------|
| <b>Ordinary Income/Expense</b>    |                             |                             |                            |                     |
| <b>Expense</b>                    |                             |                             |                            |                     |
| <b>6020-Payroll Expenses</b>      | 201,409.23                  | 330,000.00                  | -128,590.77                | 61.0%               |
| <b>6040- Accounting</b>           | 16,625.00                   | 32,500.00                   | -15,875.00                 | 51.2%               |
| <b>6050- Contract Labor</b>       | 15,897.69                   | 40,000.00                   | -24,102.31                 | 39.7%               |
| <b>6065- Dominion expenses</b>    | 4,296.00                    | 60,000.00                   | -55,704.00                 | 7.2%                |
| <b>6080- Education</b>            | 6,487.67                    | 25,000.00                   | -18,512.33                 | 26.0%               |
| <b>6100- Engineering</b>          | 132,321.69                  | 100,000.00                  | 32,321.69                  | 132.3%              |
| <b>6110-Conservation Rebates</b>  | 250.00                      | 2,500.00                    | -2,250.00                  | 10.0%               |
| <b>6115- GPS/GIS</b>              | 0.00                        | 50,000.00                   | -50,000.00                 | 0.0%                |
| <b>6130- Insurance</b>            | 12,815.50                   | 17,500.00                   | -4,684.50                  | 73.2%               |
| <b>6140- Lab &amp; Test Fees</b>  | 4,916.00                    | 14,000.00                   | -9,084.00                  | 35.1%               |
| <b>6150- Legal</b>                | 11,457.82                   | 37,500.00                   | -26,042.18                 | 30.6%               |
| <b>6170 - Meter Expenses</b>      | 21,788.56                   | 125,000.00                  | -103,211.44                | 17.4%               |
| <b>6180- Misc. Expenses</b>       | 176.85                      | 10,000.00                   | -9,823.15                  | 1.8%                |
| <b>6200- Office Expense</b>       | 7,137.37                    | 20,000.00                   | -12,862.63                 | 35.7%               |
| <b>6210-Operating Supplies</b>    | 0.00                        | 4,000.00                    | -4,000.00                  | 0.0%                |
| <b>6220- Permits</b>              | 839.88                      | 5,000.00                    | -4,160.12                  | 16.8%               |
| <b>6230- Repairs and Maint</b>    | 70,757.91                   | 200,000.00                  | -129,242.09                | 35.4%               |
| <b>6240- Safety Equipment</b>     | 1,117.53                    | 2,000.00                    | -882.47                    | 55.9%               |
| <b>6260- Utilities</b>            | 29,198.93                   | 75,000.00                   | -45,801.07                 | 38.9%               |
| <b>6270- Vehicle</b>              | 4,222.18                    | 11,000.00                   | -6,777.82                  | 38.4%               |
| <b>6280- Water Costs</b>          | 955,573.43                  | 1,552,000.00                | -596,426.57                | 61.6%               |
| <b>6300- Bank Service Charges</b> | 984.27                      |                             |                            |                     |
| <b>7290- Water Rights</b>         | 11,166.97                   | 75,000.00                   | -63,833.03                 | 14.9%               |
| <b>7300- Capital Projects</b>     | 302,245.83                  | 6,400,000.00                | -6,097,754.17              | 4.7%                |
| <b>Total Expense</b>              | <u>1,811,686.31</u>         | <u>9,188,000.00</u>         | <u>-7,376,313.69</u>       | <u>19.7%</u>        |
| <b>Net Ordinary Income</b>        | <u>-1,811,686.31</u>        | <u>-9,188,000.00</u>        | <u>7,376,313.69</u>        | <u>19.7%</u>        |
| <b>Net Income</b>                 | <u><u>-1,811,686.31</u></u> | <u><u>-9,188,000.00</u></u> | <u><u>7,376,313.69</u></u> | <u><u>19.7%</u></u> |

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

|                                 | Jan - Jul 21              | Budget                      | \$ Over Budget             | % of Budget         |
|---------------------------------|---------------------------|-----------------------------|----------------------------|---------------------|
| <b>Ordinary Income/Expense</b>  |                           |                             |                            |                     |
| <b>Income</b>                   |                           |                             |                            |                     |
| 5010- Service Charges           | 1,020,388.89              | 1,600,000.00                | -579,611.11                | 63.8%               |
| 5100-Availability Charges       | 32,923.39                 | 40,000.00                   | -7,076.61                  | 82.3%               |
| 5101- Service Charges LMA       | 176,047.60                | 300,000.00                  | -123,952.40                | 58.7%               |
| 5310-Permit Fees                | 38,735.00                 | 5,000.00                    | 33,735.00                  | 774.7%              |
| 5601-Late Fees, Penalties,      | 2,427.55                  |                             |                            |                     |
| 5610- Miscellaneous Income      | 13,655.30                 | 30,000.00                   | -16,344.70                 | 45.5%               |
| 5610-Misc Income                | 0.00                      | 0.00                        | 0.00                       | 0.0%                |
| 5625- Dominion Sewer Conveyance | 160,480.00                | 240,000.00                  | -79,520.00                 | 66.9%               |
| 5630-Dominion Collections Opear | 0.00                      | 70,000.00                   | -70,000.00                 | 0.0%                |
| 5650 Dominion Exp Reimbursement | 747,262.89                | 50,000.00                   | 697,262.89                 | 1,494.5%            |
| 5670-Dominion Cap Lease O-Line  | 0.00                      | 120,000.00                  | -120,000.00                | 0.0%                |
| 5700- Sys. Development Charge   | 452,493.00                | 50,000.00                   | 402,493.00                 | 905.0%              |
| 5710- Capital Surcharge         | 88,788.50                 | 100,000.00                  | -11,211.50                 | 88.8%               |
| 5820- Investment Income         | 3,020.86                  | 50,000.00                   | -46,979.14                 | 6.0%                |
| <b>Total Income</b>             | <u>2,736,222.98</u>       | <u>2,655,000.00</u>         | <u>81,222.98</u>           | <u>103.1%</u>       |
| <b>Gross Profit</b>             | 2,736,222.98              | 2,655,000.00                | 81,222.98                  | 103.1%              |
| <b>Expense</b>                  |                           |                             |                            |                     |
| 6020-Payroll Expenses           | 228,906.16                | 325,000.00                  | -96,093.84                 | 70.4%               |
| 6040- Accounting                | 16,625.00                 | 30,000.00                   | -13,375.00                 | 55.4%               |
| 6050- Contract Labor            | 15,897.18                 | 40,000.00                   | -24,102.82                 | 39.7%               |
| 6065- Dominion expenses         | 0.00                      | 50,000.00                   | -50,000.00                 | 0.0%                |
| 6080- Education                 | 5,522.12                  | 30,000.00                   | -24,477.88                 | 18.4%               |
| 6100- Engineering               | 65,714.00                 | 100,000.00                  | -34,286.00                 | 65.7%               |
| 6115- GPS/GIS                   | 0.00                      | 25,000.00                   | -25,000.00                 | 0.0%                |
| 6130- Insurance                 | 12,815.50                 | 12,500.00                   | 315.50                     | 102.5%              |
| 6140- Lab & Test Fees           | 105.00                    | 1,000.00                    | -895.00                    | 10.5%               |
| 6150- Legal                     | 10,544.36                 | 35,000.00                   | -24,455.64                 | 30.1%               |
| 6180- Misc. Expenses            | 291.34                    | 8,000.00                    | -7,708.66                  | 3.6%                |
| 6185- Littleton Service Fees    | 493,091.80                | 950,000.00                  | -456,908.20                | 51.9%               |
| 6200- Office Expense            | 7,137.25                  | 20,000.00                   | -12,862.75                 | 35.7%               |
| 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         | 30,303.54                 | 200,000.00                  | -169,696.46                | 15.2%               |
| 6240- Safety Equipment          | 1,000.76                  | 2,000.00                    | -999.24                    | 50.0%               |
| 6260- Utilities                 | 84,770.76                 | 110,000.00                  | -25,229.24                 | 77.1%               |
| 6270- Vehicle                   | 4,236.82                  | 8,000.00                    | -3,763.18                  | 53.0%               |
| 6300- Bank Service Charges      | 2,297.81                  |                             |                            |                     |
| 7300- Capital Projects          | 1,430,781.49              | 2,000,000.00                | -569,218.51                | 71.5%               |
| <b>Total Expense</b>            | <u>2,419,227.96</u>       | <u>4,029,500.00</u>         | <u>-1,610,272.04</u>       | <u>60.0%</u>        |
| <b>Net Ordinary Income</b>      | 316,995.02                | -1,374,500.00               | 1,691,495.02               | -23.1%              |
| <b>Other Income/Expense</b>     |                           |                             |                            |                     |
| <b>Other Income</b>             |                           |                             |                            |                     |
| 6900- Transfers In              | 0.00                      | 200,000.00                  | -200,000.00                | 0.0%                |
| <b>Total Other Income</b>       | 0.00                      | 200,000.00                  | -200,000.00                | 0.0%                |
| <b>Other Expense</b>            |                           |                             |                            |                     |
| 8000- Transfers to Other Funds  | 32,923.39                 | 40,000.00                   | -7,076.61                  | 82.3%               |
| 8100- Transfer to Other Funds   | 0.00                      | 0.00                        | 0.00                       | 0.0%                |
| 9000 -Depreciation Expense      | 483,000.00                |                             |                            |                     |
| <b>Total Other Expense</b>      | <u>515,923.39</u>         | <u>40,000.00</u>            | <u>475,923.39</u>          | <u>1,289.8%</u>     |
| <b>Net Other Income</b>         | <u>-515,923.39</u>        | <u>160,000.00</u>           | <u>-675,923.39</u>         | <u>-322.5%</u>      |
| <b>Net Income</b>               | <u><u>-198,928.37</u></u> | <u><u>-1,214,500.00</u></u> | <u><u>1,015,571.63</u></u> | <u><u>16.4%</u></u> |

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

|                                | Jan - Jul 21 | Budget     | \$ Over Budget | % of Budget |
|--------------------------------|--------------|------------|----------------|-------------|
| <b>Ordinary Income/Expense</b> |              |            |                |             |
| <b>Income</b>                  |              |            |                |             |
| 5200- Property Taxes           | 450,796.57   | 465,070.00 | -14,273.43     | 96.9%       |
| 5210- Specific Ownership Taxes | 26,586.16    | 50,000.00  | -23,413.84     | 53.2%       |
| 5820- Investment Income        | 46.56        | 75.00      | -28.44         | 62.1%       |
| <b>Total Income</b>            | 477,429.29   | 515,145.00 | -37,715.71     | 92.7%       |
| <b>Gross Profit</b>            | 477,429.29   | 515,145.00 | -37,715.71     | 92.7%       |
| <b>Expense</b>                 |              |            |                |             |
| 6040- Accounting               | 7,000.00     | 12,000.00  | -5,000.00      | 58.3%       |
| 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          | 6,764.07     | 9,000.00   | -2,235.93      | 75.2%       |
| 6500- CWRPDA Debt Service      | 151,506.44   | 303,013.00 | -151,506.56    | 50.0%       |
| 6550-CWCB Debt Service         | 0.00         | 115,447.00 | -115,447.00    | 0.0%        |
| <b>Total Expense</b>           | 165,715.51   | 449,460.00 | -283,744.49    | 36.9%       |
| <b>Net Ordinary Income</b>     | 311,713.78   | 65,685.00  | 246,028.78     | 474.6%      |
| <b>Net Income</b>              | 311,713.78   | 65,685.00  | 246,028.78     | 474.6%      |

## SUPPLEMENTAL INFORMATION

Roxborough Water & Sanitation District  
July 31, 2021

**Long Term Obligations**

|                                  |                     |
|----------------------------------|---------------------|
| CWCB- 2014 Loan                  | \$ 16,103,219       |
| CT2015-176 CWCB-PVH Water Supply | \$ 2,052,006        |
| 2015 CWRPDA- PVH Infrastructure  | \$ 3,827,301        |
| 2019-2250 CWCB- Ravenna          | \$ 1,427,742        |
| 2005 CWRPDA Loan Payable         | <u>\$ 2,875,000</u> |
| <br>                             |                     |
| TOTAL LONG TERM LIABILITIES      | <br>\$ 26,285,268   |

**Cash and Reserves Balances**

The board of directors has directed the authority to designate a portion of the cash on hand as operating and capital reserves for both the Water and Sewer Funds. The operating reserves will be in an amount equal to 25% of the budgeted annual expenditures for each fund. These funds will be used to fund any operational expenses in excess of operating cash on hand. The capital reserves will be funded in an amount equal to 20% of the budgeted annual expenditures for the water fund and 10 % of the budgeted annual expenditures for the sewer fund. These funds will be used to fund capital improvements on existing capital assets and acquisitions of new capital assets. The balance in these funds as of July 31, 2021 is as follows:

|                    |                     |                     |                     |                      |                     |                      |
|--------------------|---------------------|---------------------|---------------------|----------------------|---------------------|----------------------|
| Operating Reserve  | \$ -                | \$ -                | \$ 543,316          | \$ 3,000,000         | \$ 1,000,000        | \$ 4,543,316         |
| Capital Reserve    | -                   | -                   | -                   | 1,030,346            | (123,023)           | 907,323              |
| Operating Cash     | <u>2,522,476</u>    | <u>1,390,653</u>    | <u>5,236,539</u>    | <u>8,937,510</u>     | <u>9,042,845</u>    | <u>27,744,335</u>    |
| <br>               |                     |                     |                     |                      |                     |                      |
| Total Cash on Hand | <u>\$ 2,522,476</u> | <u>\$ 1,390,653</u> | <u>\$ 5,236,539</u> | <u>\$ 12,967,856</u> | <u>\$ 9,919,822</u> | <u>\$ 33,194,974</u> |



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

|  | Jan        | Feb        | March      | April      | May        | June       | July       | Aug | Sept | Oct | Nov | Dec |
|--|------------|------------|------------|------------|------------|------------|------------|-----|------|-----|-----|-----|
| <b>Cash Funds Available</b>            |            |            |            |            |            |            |            |     |      |     |     |     |
| Cash in Bank - Water Fund              | 12,034,383 | 12,237,477 | 12,490,319 | 12,684,907 | 12,782,800 | 12,776,287 | 12,967,856 | 0   | 0    | 0   | 0   | 0   |
| Total Funds Available                  | 12,034,383 | 12,237,477 | 12,490,319 | 12,684,907 | 12,782,800 | 12,776,287 | 12,967,856 | 0   | 0    | 0   | 0   | 0   |
| <b>Distribution of Available Funds</b> |            |            |            |            |            |            |            |     |      |     |     |     |
| Operating Reserve                      | 3,000,000  | 3,000,000  | 3,000,000  | 3,000,000  | 3,000,000  | 3,000,000  | 3,000,000  | 0   | 0    | 0   | 0   | 0   |
| 25% of Budgeted Expenditures           |            |            |            |            |            |            |            |     |      |     |     |     |
| Capital Reserve                        | 344,117    | 487,606    | 576,509    | 691,324    | 821,553    | 864,996    | 1,030,346  | 0   | 0    | 0   | 0   | 0   |
| Operating Cash                         | 8,690,266  | 8,749,871  | 8,913,810  | 8,993,583  | 8,961,247  | 8,911,291  | 8,937,510  | 0   | 0    | 0   | 0   | 0   |
| Total Cash                             | 12,034,383 | 12,237,477 | 12,490,319 | 12,684,907 | 12,782,800 | 12,776,287 | 12,967,856 | 0   | 0    | 0   | 0   | 0   |
| <b>Capital Reserve</b>                 |            |            |            |            |            |            |            |     |      |     |     |     |
| Beginning Reserve Balance              | 185,948    | 344,117    | 487,606    | 576,509    | 691,324    | 821,553    | 864,996    | 0   | 0    | 0   | 0   | 0   |
| Additions to Reserve                   | 193,675    | 193,675    | 193,675    | 193,675    | 193,675    | 193,675    | 193,675    | 0   | 0    | 0   | 0   | 0   |
| Use of Reserves                        | 35,506     | 50,186     | 104,772    | 78,860     | 63,446     | 150,232    | 28,325     | 0   | 0    | 0   | 0   | 0   |
| Ending Reserve Balance                 | 344,117    | 487,606    | 576,509    | 691,324    | 821,553    | 864,996    | 1,030,346  | 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      |
|--|------------------|------------------|-------------------|-------------------|-------------------|-------------------|------------------|-----|----------|----------|----------|----------|
| <b>Cash Funds Available</b>            |                  |                  |                   |                   |                   |                   |                  |     |          |          |          |          |
| Cash in Bank - Sewer Fund              | 9,028,954        | 9,169,321        | 10,371,854        | 10,617,604        | 10,629,845        | 10,197,972        | 9,919,822        |     | 0        | 0        | 0        | 0        |
| <b>Total Funds Available</b>           | <b>9,028,954</b> | <b>9,169,321</b> | <b>10,371,854</b> | <b>10,617,604</b> | <b>10,629,845</b> | <b>10,197,972</b> | <b>9,919,822</b> |     | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> |
| <b>Distribution of Available Funds</b> |                  |                  |                   |                   |                   |                   |                  |     |          |          |          |          |
| Operating Reserve                      | 1,000,000        | 1,000,000        | 1,000,000         | 1,000,000         | 1,000,000         | 1,000,000         | 1,000,000        |     | 0        | 0        | 0        | 0        |
| 25% of Budgeted Expenditures           |                  |                  |                   |                   |                   |                   |                  |     |          |          |          |          |
| Capital Reserve                        | 11,046           | 49,393           | 123,520           | 209,355           | 174,768           | -378,536          | -123,023         |     | 0        | 0        | 0        | 0        |
| Operating Cash                         | 8,017,908        | 8,119,928        | 9,248,334         | 9,408,249         | 9,455,077         | 9,576,508         | 9,042,845        |     | 0        | 0        | 0        | 0        |
| <b>Total Available Funds</b>           | <b>9,028,954</b> | <b>9,169,321</b> | <b>10,371,854</b> | <b>10,617,604</b> | <b>10,629,845</b> | <b>10,197,972</b> | <b>9,919,822</b> |     | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> |
| <b>Capital Reserve</b>                 |                  |                  |                   |                   |                   |                   |                  |     |          |          |          |          |
| Beginning Reserve Balance              | 0                | 11,046           | 49,393            | 123,520           | 209,355           | 174,768           | -378,536         |     | 0        | 0        | 0        | 0        |
| Additions to Reserve                   | 35,000           | 185,000          | 185,000           | 185,000           | 185,000           | 185,000           | 185,000          |     | 0        | 0        | 0        | 0        |
| Use of Reserves                        | -23,954          | -146,653         | -110,873          | -99,165           | -219,587          | -738,304          | 70,513           |     | 0        | 0        | 0        | 0        |
| <b>Ending Reserve Balance</b>          | <b>11,046</b>    | <b>49,393</b>    | <b>123,520</b>    | <b>209,355</b>    | <b>174,768</b>    | <b>-378,536</b>   | <b>-123,023</b>  |     | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> |

No Assurance is provided on these Financial Statements

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

|   | Jan       | Feb       | March     | April     | May       | June      | July      | Aug | Sept | Oct | Nov | Dec |
|---|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----|------|-----|-----|-----|
| <b>Cash Funds Available - Water Treatment Plant</b> |           |           |           |           |           |           |           |     |      |     |     |     |
| Beginning Cash Balance                              | 1,688,617 | 1,164,065 | 1,255,500 | 1,255,500 | 1,389,612 | 1,481,308 | 1,573,250 | 0   | 0    | 0   | 0   | 0   |
| Surcharge Collected                                 | 90,965    | 91,435    | 91,464    | 91,448    | 91,696    | 91,942    | 91,942    | 0   | 0    | 0   | 0   | 0   |
| Availability of Service Trans.                      | 49,341    | 0         | 0         | 42,664    | 0         | 0         | 39,065    | 0   | 0    | 0   | 0   | 0   |
| Payment of Debt                                     | 664,858   | 0         | 0         | 0         | 0         | 0         | 313,604   | 0   | 0    | 0   | 0   | 0   |
| Ending Cash Balance                                 | 1,164,065 | 1,255,500 | 1,346,964 | 1,389,612 | 1,481,308 | 1,573,250 | 1,390,653 | 0   | 0    | 0   | 0   | 0   |

|  | Jan       | Feb       | March     | April     | May       | June      | July      | August | Sept | Oct | Nov | Dec |
|--|-----------|-----------|-----------|-----------|-----------|-----------|-----------|--------|------|-----|-----|-----|
| <b>Cash Funds Available - Sewer Debt Service</b> |           |           |           |           |           |           |           |        |      |     |     |     |
| Operating Cash                                   | 4,419,084 | 4,592,644 | 4,783,384 | 4,770,445 | 5,043,251 | 5,087,269 | 5,236,539 | 0      | 0    | 0   | 0   | 0   |
| Total  | 5,583,149 | 5,848,144 | 6,130,348 | 6,160,057 | 6,524,559 | 6,660,519 | 6,627,192 | 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    | 0.85%                 | 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      | \$ 119,773     |  | \$ 15,149                |          | \$ (1,786)       |             | \$ 133,136              | 5.75%                 | 72.50%                              | \$ 133,136   | 7.22%                 | 85.78%                              |       |
| July      | \$ 442,825     |  | \$ 15,752                |          | \$ (6,643)       |             | \$ 451,934              | 21.25%                | 93.75%                              | \$ 451,934   | 24.49%                | 110.28%                             |       |
| August    |                |  |                          |          |                  |             | \$ -                    | 0.00%                 | 93.75%                              | \$ -         | 0.00%                 | 110.28%                             |       |
| September |                |  |                          |          |                  |             | \$ -                    | 0.00%                 | 93.75%                              | \$ -         | 0.00%                 | 110.28%                             |       |
| October   |                |  |                          |          |                  |             | \$ -                    | 0.00%                 | 93.75%                              | \$ -         | 0.00%                 | 110.28%                             |       |
| November  |                |  |                          |          |                  |             | \$ -                    | 0.00%                 | 93.75%                              | \$ -         | 0.00%                 | 110.28%                             |       |
| December  |                |  |                          |          |                  |             | \$ -                    | 0.00%                 | 93.75%                              | \$ -         | 0.00%                 | 110.28%                             |       |
| TOTAL     | \$ 1,953,209   | \$ -                                   | \$ 113,433               | \$ 4     | \$ (31,981)      | \$ -        | \$ 2,034,665            | 93.75%                | 93.75%                              | \$ 2,034,665 | 110.28%               | 110.28%                             |       |

|                         |                   |               |
|-------------------------|-------------------|---------------|
| <u>Douglas County</u>   | Assessed Value    | \$ 64,024,440 |
|                         | General Mill Levy | 6.208         |
|                         |                   | \$ 397,464    |
| <u>Jefferson County</u> | Debt Mill Levy    | 2.9000        |
|                         |                   | \$ 185,671    |

The Roxborough Water & Sanitation District and Plum Valley Heights Subdistrict of the Roxborough Water & Sanitation District Special Board meeting 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 874 5981 8759**

**Password: 694389**

Date: Wednesday, September 22, 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 July 21, 2021.
- IV. Staff Reports
  - a. General Manager's Report
  - b. Financial Reports
- V. **Board Action Items**
  - a. **Approval of the Inclusion Agreement with Valley View Christian Church, 11004 Wildfield Lane, Littleton, CO 80125**

### 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 August 18, 2021.
  - b. Ratify Payrolls for August 31, 2021 and September 15, 2021
  - c. Ratify Payments since August 18, 2021: Checks
  - d. Approve Payments of Claims: Checks
  - e. Approve Pay App #4 Brannan Construction in the amount of \$131,804.11
  - f. Approve Pay App #2 Redline Construction (Emergency Containment) in the amount of \$146,856.75
  - g. Ratify the Appointment of Larry D. Moore to represent RWSD on the Colorado Special District Property & Liability Insurance Pool Board of Directors
- 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. **Public Hearing on Inclusion of Rampart 55 LLC Property for 28 Residential Equivalents**
  - b. **Resolution 2021-09-01 Approving the Inclusion of Rampart 55 LLC Property**
  - c. **Approval of the Inclusion Agreement with Rampart 55 LLC**
  - d. **Approval of the Inclusion Agreement with Valley View Christian Church**
  - e. **Approval of the 1<sup>st</sup> Amendment to the High Zone Pump Agreement with Dominion Water and Sanitation District**
  - f. **Consider award of the Water Treatment Plant High Service Pump for Service to DWSD contract**
- IX. **Adjourn**

**RESOLUTION NO. 2021-09-01**

**RESOLUTION OF  
THE BOARD OF DIRECTORS OF  
ROXBOROUGH WATER AND SANITATION DISTRICT  
APPROVING THE  
INCLUSION OF REAL PROPERTY INTO THE DISTRICT**

WHEREAS, Rampart 55, LLC, a Colorado limited liability company (“Petitioner”), has submitted a petition, attached hereto as Exhibit A and incorporated herein by reference (the “Petition”), to Roxborough Water and Sanitation District (the “District”) requesting that certain real property described in the Petition and hereinafter described (the “Property”) be included into the boundaries of the District; and

WHEREAS in accordance with Section 32-1-401(1)(b), C.R.S., the District published notice (“Notice”) in the *Douglas County News-Press* on September 16, 2021 of the filing of the Petition and a public hearing on the Petition at a public meeting scheduled for September 22, 2021 at 8:00 a.m. at 6222 North Roxborough Park Road, Littleton, Colorado (the “Public Meeting”), stating, in addition to other notice requirements, that all protests and objections must be submitted in writing to the Board of Directors of the District (the “Board”) at or prior to the public hearing (to spacheco@isp-law.com or Icenogle Seaver Pogue, P.C., 4725 S. Monaco Street, Suite 360, Denver, Colorado 80237) in order to be considered, or shall thereafter be waived; and

WHEREAS, due to the threat to health and safety posed by the COVID-19 pandemic, the Public Meeting was also held via Zoom meeting; and

WHEREAS, no protests or objections were submitted to the Board at or prior to the Public Meeting; and

WHEREAS, at the Public Meeting, the Board conducted a public hearing on the Petition, as required by Section 32-1-401(1)(b), C.R.S.; and

**FOLLOWING THE PUBLIC HEARING ON THE PETITION, THE BOARD HEREBY  
MAKES THE FOLLOWING FINDINGS:**

- a. Petitioner is the fee owner of one hundred percent (100%) of the Property.
- b. Public notice of the hearing on the Petition was duly published in accordance with Section 32-1-401(1)(b), C.R.S.
- c. All members of the public were given the opportunity to address the Board at the public hearing on the Petition.
- d. There were no statements from the general public, written or verbal, opposing the inclusion presented at the public hearing on the Petition.
- e. No municipality or county has filed any written objection to the inclusion of the Property into the boundaries of the District.

- f. The District is not required to enlarge or extend its facilities beyond those currently anticipated and all such enlargements or extensions are undertaken in the exercise of discretion as a governmental function in the interest of public health, safety and welfare.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS FOR ROXBOROUGH WATER AND SANITATION DISTRICT AS FOLLOWS:

1. The Board hereby grants the Petition and orders the inclusion of the Property, as more particularly described in Paragraph 2 herein, into the boundaries of the District, subject to the terms and conditions set forth below.

2. The name and address of the Petitioner and the description of the Property to be included into the boundaries of the District are as follows:

**Petitioner:** Rampart 55, LLC,  
PO Box 271229  
Littleton, CO 80127

**Property:** See Exhibit A to the Petition

3. The inclusion of the Property and the provision of water service to the Property for twenty-eight (28) equivalent residential units (EQRs), shall be subject to the District's Rules and Regulations and the terms and conditions set forth in this Resolution.

4. Petitioner will pay all fees and costs associated with the public hearing on the Petition.

5. Following the date of inclusion into the District and pursuant to Section 32-1-402(1)(b), C.R.S., the Property shall be subject to all of the taxes and charges imposed by the District and shall be liable for its proportionate share of the District's existing bonded indebtedness.

6. Following the date of inclusion into the District and pursuant to Section 32-1-402(1)(c), C.R.S., the Property shall be liable for its proportionate share of any annual operation and maintenance charges and the cost of facilities of the District, and all taxes, rates, fees, tolls, or charges shall be certified and levied or assessed against the Property therefor.

7. In accordance with Section 32-1-401(1)(c)(I), C.R.S. and upon the satisfaction of all applicable terms and conditions of inclusion, the Board directs that this Resolution be filed with the Clerk of the Douglas County District Court, requesting an order to include the Property into the boundaries of the District.

(Signatures Begin on Next Page.)

ADOPTED AND APPROVED THIS 22<sup>nd</sup> DAY OF SEPTEMBER, 2021.

**ROXBOROUGH WATER AND SANITATION  
DISTRICT**

By: \_\_\_\_\_  
Keith Lehmann, President

*Signature Page to Resolution Approving the Inclusion of Real Property into the District*



CERTIFICATION

I, Alan D. Pogue, General Counsel for Roxborough Water and Sanitation District (the “District”), do hereby certify that the annexed and foregoing Resolution Approving the Inclusion of Real Property into the District is a true copy from the Records of the proceedings of the Board of Directors for the District, on file with Icenogle Seaver Pogue, P.C., general counsel to the District.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the District this 22<sup>nd</sup> day of September 2021.

(S E A L)

\_\_\_\_\_  
Alan D. Pogue, General Counsel

**EXHIBIT A**  
(To District Resolution Approving Inclusion)  
**PETITION FOR INCLUSION OF LAND**

**PETITION FOR INCLUSION OF LAND**  
Into Roxborough Water and Sanitation District

**TO: ROXBOROUGH WATER AND SANITATION DISTRICT**

The undersigned Petitioner hereby petitions Roxborough Water and Sanitation District (the "District"), acting by and through its Board of Directors, for the inclusion of certain real property, hereinafter described in Exhibit A, attached hereto and incorporated herein by reference (the "Property"), into the boundaries of the District.

Inclusion into the District is sought pursuant to § 32-1-401(1), C.R.S. The Petitioner hereby states and confirms that Petitioner represents no less than one hundred percent (100%) of the Property capable of being served with the facilities and services of the District.

The undersigned Petitioner requests that the Property be included into the boundaries of the District and that an Order may be entered in the District Court in and for Douglas County, Colorado, effectuating and confirming the inclusion of the Property into the District, and that from and after the entry of such Order, the Property shall be liable for taxes, assessments, and other obligations of the District as provided by statute.

The undersigned Petitioner, as fee owner of the Property, assents to the inclusion of the Property into the District and further acknowledges and agrees that, upon the successful inclusion of the Property into the boundaries of the District, the Property proposed for inclusion shall be subject to all terms and conditions set forth in an agreement regarding the inclusion of the Property into the District, to be entered into by the District and Petitioner.

Submitted this 5<sup>th</sup> day of August 2021.

(Signatures Begin on Next Page)

**PETITIONER:**

RAMPART 55, LLC, a Colorado limited liability company

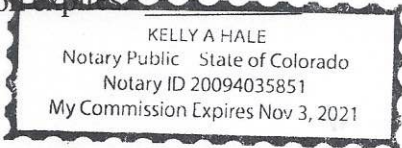
By: Clint Packo  
Its: Manager

STATE OF COLORADO            )  
  ) ss.  
COUNTY OF DOUGLAS        )

The foregoing instrument was acknowledged before me this 5<sup>TH</sup> day of AUGUST 2021 by CLINTPACKO as MANAGER of Rampart 55, LLC, a Colorado limited liability company.

WITNESS my hand and official seal.

My commission expires:



Kelley A Hale  
Notary Public

**EXHIBIT A**  
**To Petition for Inclusion of Land**  
Into Roxborough Water and Sanitation District

**LEGAL DESCRIPTION OF PROPERTY**

**EXHIBIT A**

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 6 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN LYING EAST OF THE HIGHLINE CANAL BELONGING TO THE CITY AND COUNTY OF DENVER AS DESCRIBED IN DEED RECORDED AUGUST 29, 1938 IN BOOK 93 AT PAGE 64, AND AS DESCRIBED IN DEED RECORDED AUGUST 4, 1926 IN BOOK 73, AT PAGE 163, AND LYING NORTH OF THE PROPERTY BELONGING TO THE PUBLIC SERVICE COMPANY OF COLORADO AS DESCRIBED IN DEED RECORDED FEBRUARY 3, 1965 IN BOOK 161 AT PAGE 502, AND LYING WEST OF RAMPART RANGE ROAD AS DESCRIBED IN DEED RECORDED JUNE 25, 1985 IN BOOK 581 AT PAGE 493, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 26; THENCE SOUTH 89 DEGREES 38 MINUTES 25 SECONDS WEST ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 A DISTANCE OF 40.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID RAMPART RANGE ROAD, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE SOUTHWEST ALONG THE WEST RIGHT OF WAY LINE OF SAID RAMPART RANGE ROAD SOUTH 02 DEGREES 05 MINUTES 16 SECONDS WEST A DISTANCE OF 1263.90 FEET TO A POINT ON THE NORTH LINE OF SAID PUBLIC SERVICE COMPANY PROPERTY, SAID POINT ALSO BEING 100 FEET WEST OF THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 26; THENCE SOUTH 89 DEGREES 49 MINUTES 11 SECONDS WEST ALONG THE NORTH LINE OF SAID PUBLIC SERVICE COMPANY PROPERTY A DISTANCE OF 1301.17 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SAID HIGHLINE CANAL; THENCE NORTH ALONG SAID EAST RIGHT-OF-WAY LINE ON A CURVE TO THE LEFT ON WHOSE RADIUS 742.0 FEET, WHOSE CENTRAL ANGLE IS 15 DEGREES 16 MINUTES 25 SECONDS, WHOSE LONG CHORD BEARS NORTH 24 DEGREES 03 MINUTES 19 SECONDS WEST A DISTANCE OF 197.50 FEET, AN ARC DISTANCE OF 197.80 FEET; THENCE CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE NORTH 31 DEGREES 49 MINUTES 40 SECONDS WEST A DISTANCE OF 47.26 FEET TO A POINT OF CURVE; THENCE CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS IS 548.00 FEET, WHOSE CENTRAL ANGLE IS 41 DEGREES 17 MINUTES 58 SECONDS, WHOSE LONG CHORD BEARS NORTH 11 DEGREES 10 MINUTES 54 SECONDS WEST A DISTANCE OF 385.99 FEET, AN ARC DISTANCE OF 395.01 FEET; THENCE CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE NORTH 09 DEGREES 26 MINUTES 57 SECONDS EAST A DISTANCE OF 557.44 FEET TO A POINT OF CURVE; THENCE CONTINUING ALONG SAID EAST RIGHT OF WAY LINE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS IS 1121.00 FEET, WHOSE CENTRAL ANGLE IS 05 DEGREES 42 MINUTES 27 SECONDS, WHOSE LONG CHORD BEARS NORTH 12 DEGREES 10 MINUTES 32 SECONDS EAST A DISTANCE OF 111.66 FEET, AN ARC DISTANCE OF 111.67 FEET, TO A POINT ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 26; THENCE NORTH 89 DEGREES 38 MINUTES 15 SECONDS EAST ALONG SAID NORTH LINE OF THE SOUTHEAST 1/4 A DISTANCE OF 1412.71 FEET TO THE TRUE POINT OF BEGINNING, COUNTY OF DOUGLAS, STATE OF COLORADO.

BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE EAST LINE OF SECTION 26, TOWNSHIP 6 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN BEING SOUTH 00 DEGREES 37 MINUTES 59 SECONDS EAST AS SHOWN ON U.S. ARMY CORPS OF ENGINEERS SURVEY CONTRACT NUMBER DACW 45-93-D-0035 AS RECORDED IN DOUGLAS COUNTY, STATE OF COLORADO.

West Of Canal

**EXHIBIT A**

THAT PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 6 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN LYING WEST OF THE HIGHLINE CANAL BELONGING TO THE CITY AND COUNTY OF DENVER AS DESCRIBED IN BOOK 93 AT PAGE 64, AND AS DESCRIBED IN BOOK 73 AT PAGE 163 AND LYING NORTH OF THE PROPERTY BELONGING TO THE PUBLIC SERVICE COMPANY OF COLORADO AS DESCRIBED IN BOOK 161 AT PAGE 502, AND LYING EAST OF TRACT 606 OF THE CHATFIELD STATE RECREATION AREA BELONGING TO THE FEDERAL GOVERNMENT OF THE UNITED STATES OF AMERICA AS DESCRIBED IN BOOK 207 AT PAGE 131, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 26, THENCE SOUTH 89 DEGREES 38 MINUTES 25 SECONDS WEST ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 A DISTANCE OF 1556.04 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID HIGHLINE CANAL, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE SOUTHWEST ALONG THE WEST RIGHT OF WAY LINE OF SAID HIGHLINE CANAL ON A CURVE TO THE LEFT ON WHOSE RADIUS 1221.0 FEET, WHOSE CENTRAL ANGLE OF 04 DEGREES 24 MINUTES 56 SECONDS WHOSE LONG CHORD BEARS SOUTH 11 DEGREES 34 MINUTES 21 SECONDS WEST A DISTANCE OF 94.08 FEET, AN ARC DISTANCE OF 94.10 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE SOUTH 09 DEGREES 25 MINUTES 55 SECONDS WEST A DISTANCE OF 557.40 FEET TO A POINT OF CURVE; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS OF 648.00 FEET, WHOSE CENTRAL ANGLE IS 41 DEGREES 15 MINUTES 06 SECONDS, WHOSE LONG CHORD BEARS SOUTH 11 DEGREES 11 MINUTES 15 SECONDS EAST A DISTANCE OF 456.53 FEET, AN ARC DISTANCE OF 466.55 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE SOUTH 31 DEGREES 56 MINUTES 10 SECONDS EAST A DISTANCE OF 47.24 FEET TO A POINT OF CURVE;

THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 642.00 FEET, WHOSE CENTRAL ANGLE IS 12 DEGREES 39 MINUTES 53 SECONDS, WHOSE LONG CHORD BEARS SOUTH 25 DEGREES 24 MINUTES 25 SECONDS EAST A DISTANCE OF 141.62 FEET, AN ARC DISTANCE OF 141.91 FEET TO A POINT ON THE NORTH LINE OF SAID PUBLIC SERVICE COMPANY OF COLORADO PROPERTY;

THENCE SOUTH 89 DEGREES 49 MINUTES 11 SECONDS WEST ALONG THE NORTH LINE OF SAID PUBLIC SERVICE COMPANY PROPERTY A DISTANCE OF 396.33 FEET TO A POINT ON THE EAST LINE OF SAID CHATFIELD STATE RECREATION AREA PROPERTY; THENCE NORTH 44 DEGREES 38 MINUTES 45 SECONDS WEST ALONG SAID EAST LINE OF THE CHATFIELD STATE RECREATION AREA A DISTANCE OF 623.56 FEET; THENCE NORTH 35 DEGREES 43 MINUTES 35 SECONDS EAST ALONG SAID EAST LINE OF THE CHATFIELD STATE RECREATION AREA A DISTANCE OF 798.74 FEET;

THENCE NORTH 00 DEGREES 16 MINUTES 50 SECONDS WEST ALONG SAID EAST LINE OF THE CHATFIELD STATE RECREATION AREA A DISTANCE OF 165.14 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 26; THENCE NORTH 89 DEGREES 38 MINUTES 15 SECONDS EAST ALONG SAID NORTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 A DISTANCE OF 304.83 FEET TO THE TRUE POINT OF BEGINNING, COUNTY OF DOUGLAS, STATE OF COLORADO.

BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE EAST LINE OF SECTION 26, TOWNSHIP 6 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN BEING SOUTH 00 DEGREES 37 MINUTES 59 SECONDS EAST AS SHOWN ON U.S. ARMY CORPS OF ENGINEERS SURVEY CONTRACT NUMBER DACW 45-93-D-0035 AS RECORDED IN DOUGLAS COUNTY, STATE OF COLORADO.

THE ABOVE DESCRIPTION DOES NOT MATHEMATICALLY CLOSE BY 0.45'

SPECIAL WARRANTY DEED REC. NO. 2011020335

## INCLUSION AGREEMENT

THIS INCLUSION AGREEMENT (the “Agreement”) is made and entered into as of \_\_\_\_\_, 2021 by and between ROXBOROUGH WATER AND SANITATION DISTRICT, a quasi-municipal corporation and political subdivision of the state of Colorado (the “District”), and RAMPART 55, LLC, a Colorado limited liability company (“Owner”) (each a “Party” and collectively the “Parties”).

### RECITALS

WHEREAS, the District is authorized, pursuant to its service plan and the Special District Act, sections 32-1-101 *et seq.*, C.R.S. (the “Act”), to provide water service to customers within the District’s boundaries as they exist or may be changed in accordance with law; and

WHEREAS, Owner is the owner of two parcels of real property located in Douglas County, Colorado, as are more fully described in Exhibit A, attached hereto and incorporated herein by reference (individually, “Parcel 1” and “Parcel 2” as identified in Exhibit A, and collectively, the “Parcels”); and

WHEREAS, Owner desires that the Parcels be included within the boundaries of the District pursuant to section 32-1-401, C.R.S. for purposes of receiving water service from the District; and

WHEREAS, the District is willing to include the Parcels into its boundaries, subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual promises set forth in this Agreement, the Parties agree as follows:

1. General. The District will include the Parcels within its boundaries subject to the satisfaction of applicable terms and conditions set forth herein and any conditions relative to the inclusion as are set forth in the order for inclusion entered by the Douglas County District Court. Inclusion of the Parcels shall be effective upon the recording of the inclusion order in Office of the Clerk and Recorder for Douglas County, Colorado (the “Effective Date of Inclusion”).

2. Rules and Regulations. The Rules and Regulations of the District (the “Rules and Regulations”) are incorporated herein by reference. The Rules and Regulations apply to all measures associated with the inclusion of the Parcels, and the Parcels shall be subject to the Rules and Regulations on and after the Effective Date of Inclusion.

3. Petition. The Parties acknowledge that prior to the execution of this Agreement, Owner submitted a petition to the Board of Directors of the District (the “District Board”) on August 5, 2021 requesting inclusion of the Parcels into the boundaries of the District pursuant to section 32-1-401(1), C.R.S. (the “Petition”), and that the District Board approved the Petition by resolution at a public hearing held by the District Board on September 22, 2021.

4. Water Service Limitation. Inclusion into the District is solely for the provision of water service to the Parcel on an equivalent residential unit (“EQR”) basis as specified herein. Owner declares twenty-eight (28) EQRs to receive water service for the Parcels. One (1) EQR entitles Owner to a net delivery to the Parcels of up to 1000,000 gallons of treated water annually. The District shall



not provide wastewater services to the Parcel unless Owner in the future agrees to receive wastewater services from the District and to pay all costs associated therewith.

5. Required Connections. The Parcels shall connect to the District's municipal water system as follows:

a. District Improvements. New water distribution infrastructure and related improvements are needed to provide water service to the Parcels, which the District Board, in its discretion, will determine to construct (the "District Improvements"). All costs associated with water distribution and District Improvements necessary to service the Parcels shall be the sole responsibility of Owner. All District Improvements shall either be constructed and installed by the District with funds provided by Owner or constructed and installed by Owner, in accordance with the District's Rules and Regulations, to be conveyed to and accepted by the District upon completion. Owner shall be responsible for the installation of a private water service line and necessary appurtenances to allow water service to the Parcels, which Owner shall own and maintain. Any existing structures on the Parcels shall connect to the District's municipal water system in accordance with the Rules and Regulations no later than the date that is twenty-four (24) months from substantial completion of the District Improvements (the "Connection Date"). New structures constructed on the Parcels after the Connection Date shall connect to the District's municipal water system upon completion of construction.

b. Well Restriction. Following connection to the District's municipal water system, existing well(s) may be kept active for non-potable uses only, and in such event, must be equipped with backflow prevention devices and other controls as required pursuant to the Rules and Regulations.

c. Assignment of Return Flows. Owner shall assign all of Owner's rights to return flows from septic systems to the District prior to the commencement of water service to the Parcels.

6. Inclusion and Service Costs. Owner shall be responsible to pay all costs associated with inclusion of the Parcels into the District as described herein, including the following:

a. Inclusion Fees. For each EQR declared pursuant to Paragraph 4, Owner shall pay the District Inclusion Fee in the amount of Three Thousand Two Hundred and 00/100 Dollars (\$3,200.00) per EQR. The Parties acknowledge that as of the date hereof, Owner has paid the District Inclusion Fee and the District has accepted the same.

b. Legal and Administrative Costs. Owner shall be responsible to pay all legal and administrative costs up to Seven Thousand Five Hundred and 00/100 Dollars (\$7,500.00) incurred by the District in processing the inclusion. This amount does not include all costs associated with water distribution and the District Improvements for which Owner is responsible for pursuant to Paragraph 5.a above.

c. System Development Charge. Owner shall pay a system development charge (the "SDC") for each EQR declared for the Parcels herein at the rate in effect at the following intervals when payment of such SDC is due:(1) for existing structures, the SDC shall be paid upon connection to the District's municipal water system; and (2) for new construction, the SDC shall be paid at the time a building permit application is submitted to Douglas County.

For each EQR declared for the Parcels for which an SDC is not paid on or before the Connection Date, such EQR will be subject to the District's then-current availability of service charge as described in Paragraph 6.d (the "ASC").

d. Availability of Service Charge. The District will impose an ASC for any EQR declared for the Parcels that is not connected to the District's municipal water system by the Connection Date. The ASC is charged per EQR and billed quarterly, or as otherwise determined by the District, until a building permit application for such EQR is submitted to Douglas County or upon connection of such EQR to the District's municipal water system, at which time the SDC will be charged as provided in subparagraph c above. Unless the District Improvements are substantially complete and ready for connection within one hundred feet of the property line for Parcel 1 and Parcel 2 by the Connection Date, Parcel 1 and Parcel 2 shall not be subject to the ASC.

e. Permit and Meter Fee. Owner shall pay the permit and meter fee associated with a 3/4" tap in the amount of One Thousand Six Hundred Fifty and 00/100 Dollars (\$1,650.00), per water meter installed on Parcel 1 and Parcel 2 (the "Permit Fee"). The Permit Fee will be billed to Owner at the time of installation on Parcel 1 and Parcel 2.

f. Taxes, Fees, Rates, and Charges. After the Effective Date of Inclusion, the Parcels shall be subject to the taxes, rates, fees, tolls, and charges imposed by the District and as authorized by the Act, and the Parcels shall be liable for their proportionate share of the existing bonded indebtedness, annual operation and maintenance charges and the cost of facilities of the District, including, without limitation, water fees and usage charges for the water supplied to the Parcels.

7. Easements. Following the execution of this Agreement, Owner agrees to execute and deliver to the District easements, in form reasonably acceptable to the District, as may be necessary to allow the District to access to the Parcels for construction of the District Improvements on the Parcels and/or to provide ongoing operation and Maintenance for the District Improvements

8. Agreement Constitutes Lien. All fees, rates, and charges to be paid hereunder are valid and lawful fees and charges of the District imposed pursuant to the authority set forth in section 32-1-1001(1)(j), C.R.S., and until paid, any fees, rates, tolls, and charges due shall constitute a perpetual lien on and against the Parcels, and any such lien may be foreclosed in the same manner as provided by state law for the foreclosure of mechanics' liens. Once all fees, rates and charges are paid, the District will release the lien.

9. Covenants Run with the Land. The covenants, terms, conditions, and provisions set forth in this Agreement shall be construed as, and during the term of this Agreement shall remain as, covenants running with the Parcels and shall bind all successive owners of the Parcels, and any portion thereof, as "Owner" during their time of ownership, as well as the District. This Agreement shall be recorded in the Office of the Clerk and Recorder for Douglas County, Colorado. Owner may not assign rights under this Agreement separate from ownership of Parcel 1 or Parcel 2.

10. No Liability. Without altering or limiting the District's commitment to provide water service to the Parcels as described herein, Owner acknowledges and agrees that no liability shall attach to the District pursuant to this Agreement due to any failure to accurately anticipate the availability of water for use by the District, or due to any failure of or damages caused by or due to any occurrence

or circumstances beyond the reasonable control of the District. Notwithstanding the foregoing, however, and upon which Owner relies in paying all fees and costs hereunder, the District hereby represents and warrants that as of the date of the execution of this Agreement and the Effective Date of Inclusion, there is sufficient availability of water for the EQRs specified herein to service the Parcels as provided herein, based on the District's current calculation of 0.44 acre feet of raw water supply per year, per EQR.

11. Notices. All notices, demands, requests or other communications shall be in writing and shall be deemed given when given personally or sent by e-mail, certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

|  |  |
|--|--|
| To Roxborough Water and Sanitation District: | Roxborough Water and Sanitation District<br>6222 N. Roxborough Park Road<br>Littleton, CO 80125<br>Phone: (303) 979-7286<br>E-mail: <a href="mailto:barbara@roxwater.org">barbara@roxwater.org</a><br>Attn: Barbara J. Biggs |
|--|--|

|                 |  |
|-----------------|--|
| With a copy to: | Icenogle Seaver Pogue, P.C.<br>4725 S. Monaco St., Suite 360<br>Denver, CO 80237<br>Phone: (303) 867-3006<br>E-mail: <a href="mailto:APogue@ISP-law.com">APogue@ISP-law.com</a><br>Attn: Alan D. Pogue |
|-----------------|--|

|           |   |
|-----------|---|
| To Owner: | Rampart 55, LLC<br>P.O. Box 271229<br>Littleton, CO 80127<br>Phone: _____<br>E-mail: <a href="mailto:clint@freestoneaquatics.com">clint@freestoneaquatics.com</a> |
|-----------|---|

Notices shall be deemed given upon the date such notice was properly deposited and prepaid with the delivery service. Notice delivered only by e-mail shall be deemed given at 8:00 a.m. (local time of the recipient) the first business day immediately following the sending of the notice. Any Party may designate a new address for purposes of notices sent pursuant to this Agreement by giving written notice thereof to the other Parties as provided herein.

12. Term of Agreement. This Agreement shall be perpetual in length and in full force and effect as of the date executed by the Parties. Any rights of the Parties which by their nature do or should survive any such termination shall survive the same.

13. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. Any prior agreement, promise, negotiation, or representation not expressly set forth in this Agreement is of no force and effect.

14. Modification; Amendment. This Agreement may be amended or modified by written agreement duly authorized and executed by the Parties, which agreement shall be executed with the same formalities as this original Agreement.

15. Assignment. This Agreement, in whole or in part, may not be assigned or transferred to any other party without the prior written consent of the non-assigning Party. Any attempted assignment in violation of this paragraph shall be immediately void and of no effect. Notwithstanding any other provision of this Agreement to the contrary, the District acknowledges and agrees that Owner may sell or convey the Parcel, or any portion thereof, to other parties. All such sales or conveyances shall be subject to the obligations and burdens of Owner and any successor-in-interest to Owner, which shall run with the land as provided in herein.

16. Further Assurances. The Parties shall execute such additional documents or instruments and shall take such action as may be reasonably necessary or required to carry out the terms and provisions of this Agreement.

17. Representation of Authority to Sign. The District represents that its General Manager, Barbara J. Biggs, has the authority to sign this Agreement on its behalf and to so legally bind the District.

18. Inurement; No Third Party Beneficiaries. The terms, conditions, and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their permitted heirs, successors and assigns. This Agreement is entered into for the sole benefit of the Parties, 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.

19. Non-Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

20. 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 to the District, the District Board, and the officers, employees, servants, agents, or authorized volunteers of the District pursuant to the Colorado Governmental Immunity Act, sections 24-10-101, *et seq.*, C.R.S., as may be amended from time to time.

21. Annual Appropriation. The obligations of the District hereunder are subject to annual appropriation and are not multiple year fiscal obligations or debt of the District.

22. Governing Law. The terms, conditions, and provisions of this Agreement shall be governed by and construed pursuant to the laws of the State of Colorado. The exclusive venue for any legal action relating to this Agreement shall be in the district court of Douglas County, Colorado.

23. Attorneys' Fees. In the event litigation is brought by any Party 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.

24. Severability. If any provision of this Agreement is held to be unenforceable or invalid by a court of competent jurisdiction, such provision shall be reformed to the minimum extent necessary to cause such provision to be valid, enforceable and legal while preserving the intent of the Parties as

expressed in, and the benefits to the Parties provided by, this Agreement. If any provision cannot be so reformed, such provision shall be severed from this Agreement and an equitable adjustment shall be made to this Agreement (including, without limitation, addition of necessary further provisions to this Agreement) so as to give effect to the intent so expressed and the benefits so provided.

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

26. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

(Signatures appear on following page)

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

**DISTRICT:**

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

By: \_\_\_\_\_  
Barbara J. Biggs, General Manager

STATE OF COLORADO            )  
  ) ss.  
COUNTY OF DOUGLAS         )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 2021 by Barbara J. Biggs as General Manager of Roxborough Water and Sanitation District.

WITNESS my hand and official seal.

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

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



**Exhibit A**  
**(To Inclusion Agreement)**

**Legal Description of the Parcels**



## INCLUSION AGREEMENT

THIS INCLUSION AGREEMENT (the “Agreement”) is made and entered into as of \_\_\_\_\_, 2021 by and between ROXBOROUGH WATER AND SANITATION DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), PLUM VALLEY HEIGHTS SUBDISTRICT OF THE ROXBOROUGH WATER AND SANITATION DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “Subdistrict” and, together with the “District,” the “Districts”), and VALLEY VIEW CHRISTIAN CHURCH, a Colorado nonprofit corporation (collectively, “Owner”) (each a “Party” and collectively the “Parties”).

### RECITALS

WHEREAS, the District is authorized, pursuant to its service plan and the Special District Act, sections 32-1-101 *et seq.*, C.R.S. (the “Act”), to provide water service to customers within the District’s boundaries as they exist or may be changed in accordance with law; and

WHEREAS, Owner is the owner of a parcel of real property located in Douglas County, Colorado, as more fully described in Exhibit A, attached hereto and incorporated herein by reference (the “Parcel”); and

WHEREAS, Owner desires that the Parcel be included within the boundaries of the District pursuant to section 32-1-401, C.R.S. for purposes of receiving water service from the District for indoor use and fire protection purposes; and

WHEREAS, Owner also desires that the Parcel be included within the boundaries of the Subdistrict pursuant to section 32-1-401; and

WHEREAS, the Districts are willing to include the Parcel into its boundaries, subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual promises set forth in this Agreement, the Parties agree as follows:

1. General. The Districts will include the Parcel within its boundaries subject to the satisfaction of applicable terms and conditions set forth herein and any conditions relative to the inclusion as are set forth in the order for inclusion entered by the Douglas County District Court. Inclusion of the Parcels shall be effective upon the recording of the inclusion order in Office of the Clerk and Recorder for Douglas County, Colorado (the “Effective Date of Inclusion”).

2. Rules and Regulations. The Rules and Regulations of the District (the “Rules and Regulations”) are incorporated herein by reference. The Rules and Regulations apply to all measures associated with the inclusion of the Parcel, and the Parcel shall be subject to the Rules and Regulations on and after the Effective Date of Inclusion.

3. Petition. The Parties acknowledge that prior to the execution of this Agreement, Owner submitted a petition to the Boards of Directors of the Districts (the “Boards”) on August 2, 2021 requesting inclusion of the Parcels into the boundaries of the Districts pursuant to section 32-1-401(1),

C.R.S. (the “Petition”), and that the Boards each approved such Petition by resolution at a public hearing held by each of the Boards on August 18, 2021.

4. Water Service Limitation. Inclusion into the Districts is solely for the provision of water service to the Parcel on an equivalent residential unit (“EQR”) basis as specified herein. Owner declares four (4) EQRs to receive water service for the Parcel for indoor use and fire protection only. One (1) EQR entitles Owner to a net delivery to the Parcel of up to 100,000 gallons of treated water annually. Neither the District nor the Subdistrict shall provide wastewater services to the Parcel unless Owner in the future agrees to receive wastewater services from either District and to pay all costs associated therewith.

5. Required Connections. The Parcel shall connect to the District’s municipal water system as follows:

a. District Improvements.

- i. New water distribution infrastructure and related improvements are needed to provide water service to the Parcel, which the Boards, in their discretion, will determine to construct (the “District Improvements”). All costs associated with water distribution and District Improvements necessary to service the Parcels shall be the sole responsibility of Owner, including all engineering and design fees. All District Improvements shall either be constructed and installed by the District with funds provided by Owner or constructed and installed by Owner, in accordance with the District’s Rules and Regulations, to be conveyed to and accepted by the District upon completion.
- ii. For any District Improvements that will be constructed by the District, the District will first provide Owner with an estimate of the engineering and design costs required to design the District Improvements (“Design Costs”). Owner shall promptly deposit funds with the District in an amount equal to the estimate of the Design Costs. Once said deposit is received by the District, the District shall proceed with engineering and designing the District Improvements. Once designed, the District shall publicly bid the construction contract for the District Improvements, if required by state law, or shall obtain proposals for the construction contract for the District Improvements. Following review of such bids or proposals, the District shall provide Owner with the amount of the construction contract price for the District Improvements. Owner shall then promptly deposit funds with the District an amount equal to the contact price for constructing the District Improvements (“Construction Costs”), and the District will then proceed with the contract award and construction of the District Improvements. If Owner fails to make the deposits required by this Paragraph 5.a.ii for the Design Costs or the Construction Costs within seven (7) days of the District providing the same to Owner, this Agreement shall terminate.
- iii. In the event any deposited funds described above in Paragraph 5.a.ii. are insufficient to pay for the final Design Costs or Construction Costs, Owner shall be responsible for depositing funds with the District in an amount necessary to cover such excess costs. In the event such deposited funds are in

excess of the final Design Costs or Construction Costs, the District shall reimburse Owner for any such excess funds. Any refunding or deposit of excess funds described in this Paragraph 5.a.iii shall occur within seven (7) days of the final Design Costs and/or Construction Costs being determined, as applicable.

iv. Owner shall be responsible for the installation of a private water service line and necessary appurtenances to allow water service to the Parcel, which Owner shall own and maintain. Any existing structure on the Parcel shall connect to the District's municipal water system in accordance with the Rules and Regulations no later than the date that is twenty-four (24) months from substantial completion of the District Improvements (the "Connection Date"). New structures constructed on the Parcel after the Connection Date shall connect to the Districts' municipal water system upon completion of construction.

b. Well Restriction. Owner shall be allowed to connect the Parcel to the Districts' municipal water system only after Owner has disconnected any structure on the Parcel from any existing well(s). Following connection to the Districts' municipal water system, existing well(s) may be kept active for non-potable uses only, and in such event, must be equipped with backflow prevention devices and other controls as required pursuant to the Rules and Regulations.

c. Assignment of Return Flows. Owner shall assign all of Owner's rights to return flows from septic systems to the Districts prior to the commencement of water service to the Parcel.

6. Inclusion and Service Costs. Owner shall be responsible to pay all costs associated with inclusion of the Parcel into the Districts as described herein, including the following:

a. Inclusion Fees. For each EQR declared pursuant to Paragraph 4, Owner shall pay the District Inclusion Fee in the amount of Three Thousand Two Hundred Dollars (\$3,200.00) per EQR. The Parties acknowledge that as of the date hereof, Owner has paid the District Inclusion Fee and the District has accepted the same.

b. Legal and Administrative Costs. Owner shall be responsible to pay all legal and administrative costs up to Seven Thousand Five Hundred and 00/100 Dollars (\$7,500.00) incurred by the Districts in processing the inclusion. This amount does not include all Design Costs and Construction Costs for which Owner is responsible for pursuant to Paragraph 5.a above.

c. System Development Charge. Owner shall pay a system development charge, per EQR (the "SDC") for each EQR declared for the Parcel herein at the rate in effect at the following intervals when payment of such SDC is due: (1) for existing structures, the SDC shall be paid upon connection to the District's municipal water system. For new construction, the SDC shall be paid at the time a building permit application is submitted to Douglas County; and (2) for each EQR declared for the Parcel for which an SDC is not paid on or before the Connection Date, such EQR will be subject to the District's then-current availability of service charge as described in Paragraph 6.d (the "ASC").

d. Availability of Service Charge. The District will impose an ASC for any EQR declared for the Parcel that is not connected to the District's municipal water system by the Connection Date. The ASC is charged per EQR and billed quarterly, or as otherwise determined by the District, until a building permit application for such EQR is submitted to Douglas County or upon connection of such EQR to the District's municipal water system, at which time the SDC will be charged. Unless the District Improvements are substantially complete and ready for connection within one hundred feet (100') of the property line for the Parcel by the Connection Date, the Parcel shall not be subject to the ASC.

e. Permit and Meter Fee. Owner shall pay the permit and meter fee associated with a 1-1/2" tap in the amount of Three Thousand Six Hundred Seventy-Seven 00/100 Dollars (\$3,677.00), per water meter installed on the Parcel (the "Permit Fee"). The Permit Fee will be billed to Owner at the time of installation on the Parcel.

f. Taxes, Fees, Rates, and Charges. After the Effective Date of Inclusion, the Parcel shall be subject to the taxes, rates, fees, tolls, and charges imposed by the Districts and as authorized by the Act, and the Parcel shall be liable for its proportionate share of the existing bonded indebtedness, annual operation and maintenance charges and the cost of facilities of the Districts, including, without limitation, water fees and usage charges for the water supplied to the Parcel.

7. Agreement Constitutes Lien. All fees, rates, and charges to be paid hereunder are valid and lawful fees and charges of the Districts imposed pursuant to the authority set forth in section 32-1-1001(1)(j), C.R.S., and until paid, any fees, rates, tolls, and charges due shall constitute a perpetual lien on and against the Parcel, and any such lien may be foreclosed in the same manner as provided by state law for the foreclosure of mechanics' liens. Once all fees, rates and charges are paid, the Districts will release the lien.

8. Covenants Run with the Land. The covenants, terms, conditions, and provisions set forth in this Agreement shall be construed as, and during the term of this Agreement shall remain as, covenants running with the Parcel and shall bind all successive owners of the Parcel, and any portion thereof, as "Owner" during their time of ownership, as well as the Districts. Upon conveyance of the entirety of the Parcel, Owner shall be deemed released from further liability hereunder. This Agreement shall be recorded in the Office of the Clerk and Recorder for Douglas County, Colorado. Owner may not assign rights under this Agreement separate from ownership of the Parcel.

9. No Liability. Without altering or limiting the District's commitment to provide water service to the Parcel as described herein, Owner acknowledges and agrees that no liability shall attach to the District pursuant to this Agreement due to any failure to accurately anticipate the availability of water for use by the District, or due to any failure of or damages caused by or due to any occurrence or circumstances beyond the reasonable control of the District. Notwithstanding the foregoing, however, and upon which Owner relies in paying all fees and costs hereunder, the District hereby represents and warrants that as of the date of the execution of this Agreement and the Effective Date of Inclusion, there is sufficient availability of water for the EQRs specified herein to service the Parcel as provided herein, based on the District's current calculation of 0.44 acre feet of raw water supply per year, per EQR. In addition to the foregoing, Owner acknowledges that the Subdistrict has made no commitment under this Agreement to provide water service to the Parcel and Owner expressly agrees that no liability shall attach to the Subdistrict in the event the District is liable for a breach of

representation or warranty as provided herein this paragraph or for any other reason arising under this Agreement in connection with providing water service.

10. Notices. All notices, demands, requests or other communications shall be in writing and shall be deemed given when given personally or sent by e-mail, certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

To Roxborough Water and Sanitation District:      Roxborough Water and Sanitation District  
6222 N. Roxborough Park Road  
Littleton, CO 80125  
Phone: (303) 979-7286  
E-mail: barbara@roxwater.org  
Attn: Barbara J. Biggs

With a copy to:      Icenogle Seaver Pogue, P.C.  
4725 S. Monaco St., Suite 360  
Denver, CO 80237  
Phone: (303) 867-3006  
E-mail: APogue@ISP-law.com  
Attn: Alan D. Pogue

To Plum Valley Heights Subdistrict of the Roxborough Water and Sanitation District:      Plum Valley Heights Subdistrict of the Roxborough  
Water and Sanitation District  
6222 N. Roxborough Park Road  
Littleton, CO 80125  
Phone: (303) 979-7286  
E-mail: barbara@roxwater.org  
Attn: Barbara J. Biggs

With a copy to:      Icenogle Seaver Pogue, P.C.  
4725 S. Monaco St., Suite 360  
Denver, CO 80237  
Phone: (303) 867-3006  
E-mail: APogue@ISP-law.com  
Attn: Alan D. Pogue

To Owner:      Valley View Christian Church  
11004 Wildfield Lane  
Littleton, CO 80125  
Phone: \_\_\_\_\_  
E-mail: \_\_\_\_\_

Notices shall be deemed given upon the date such notice was properly deposited and prepaid with the delivery service. Notice delivered only by e-mail shall be deemed given at 8:00 a.m. (local time of the recipient) the first business day immediately following the sending of the notice. Any Party may designate a new address for purposes of notices sent pursuant to this Agreement by giving written notice thereof to the other Parties as provided herein.

11. Term of Agreement. This Agreement shall be perpetual in length and in full force and effect as of the date executed by the Parties. Any rights of the Parties which by their nature do or should survive any such termination shall survive the same.

12. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. Any prior agreement, promise, negotiation, or representation not expressly set forth in this Agreement is of no force and effect.

13. Modification; Amendment. This Agreement may be amended or modified by written agreement duly authorized and executed by the Parties, which agreement shall be executed with the same formalities as this original Agreement.

14. Assignment. This Agreement, in whole or in part, may not be assigned or transferred to any other party without the prior written consent of the non-assigning Party. Any attempted assignment in violation of this paragraph shall be immediately void and of no effect. Notwithstanding any other provision of this Agreement to the contrary, the Districts acknowledge and agree that Owner may sell or convey the Parcels, or any portion thereof, to other parties. All such sales or conveyances shall be subject to the obligations and burdens of Owner and any successor-in-interest to Owner, which shall run with the land as provided in herein.

15. Further Assurances. The Parties shall execute such additional documents or instruments and shall take such action as may be reasonably necessary or required to carry out the terms and provisions of this Agreement.

16. Representation of Authority to Sign. The Districts each represent that their General Manager, Barbara J. Biggs, has the authority to sign this Agreement on its behalf and to so legally bind the Districts.

17. Inurement; No Third Party Beneficiaries. The terms, conditions, and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their permitted heirs, successors and assigns. This Agreement is entered into for the sole benefit of the Parties, 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.

18. Non-Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

19. 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 to the Districts, the Districts' Boards, and the officers, employees, servants, agents, or authorized volunteers of the Districts pursuant to the Colorado Governmental Immunity Act, sections 24-10-101, *et seq.*, C.R.S., as may be amended from time to time.

20. Annual Appropriation. The obligations of the Districts hereunder are subject to annual appropriation and are not multiple year fiscal obligations or debt of the Districts.

21. Governing Law. The terms, conditions, and provisions of this Agreement shall be governed by and construed pursuant to the laws of the State of Colorado. The exclusive venue for any legal action relating to this Agreement shall be in the district court of Douglas County, Colorado.

22. Attorneys' Fees. In the event litigation is brought by any Party 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.

23. Severability. If any provision of this Agreement is held to be unenforceable or invalid by a court of competent jurisdiction, such provision shall be reformed to the minimum extent necessary to cause such provision to be valid, enforceable and legal while preserving the intent of the Parties as expressed in, and the benefits to the Parties provided by, this Agreement. If any provision cannot be so reformed, such provision shall be severed from this Agreement and an equitable adjustment shall be made to this Agreement (including, without limitation, addition of necessary further provisions to this Agreement) so as to give effect to the intent so expressed and the benefits so provided.

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

25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

(Signatures appear on following page)

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

**DISTRICT:**

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

By: \_\_\_\_\_  
Barbara J. Biggs, General Manager

STATE OF COLORADO            )  
  ) ss.  
COUNTY OF DOUGLAS         )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 2021 by Barbara J. Biggs as General Manager of Roxborough Water and Sanitation District.

WITNESS my hand and official seal.

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

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



**SUBDISTRICT:**

**PLUM VALLEY HEIGHTS SUBDISTRICT OF  
THE ROXBOROUGH WATER AND  
SANITATION DISTRICT, a quasi-municipal  
corporation and political subdivision of the State of  
Colorado**

By: \_\_\_\_\_  
Barbara J. Biggs, General Manager

STATE OF COLORADO            )  
  ) ss.  
COUNTY OF DOUGLAS         )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2021  
by Barbara J. Biggs as General Manager of Plum Valley Heights Subdistrict of the Roxborough Water  
and Sanitation District.

WITNESS my hand and official seal.

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

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



**Exhibit A**  
**(To Inclusion Agreement)**

**Legal Description of the Parcels**

(Remainder of page intentionally blank)

**FIRST AMENDMENT  
TO INTERGOVERNMENTAL AGREEMENT REGARDING  
INSTALLATION OF DOMINION HIGH ZONE PUMP AND  
RELOCATION OF LOW ZONE PUMP**

This FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT REGARDING INSTALLATION OF DOMINION HIGH ZONE PUMP AND RELOCATION OF LOW ZONE PUMP (this “**First Amendment**”) is made and entered into as of this 21st day of September, 2021, by and between ROXBOROUGH WATER AND SANITATION DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (“**Roxborough**”), and DOMINION WATER & SANITATION DISTRICT, acting by and through its STERLING RANCH WATER ACTIVITY ENTERPRISE, formerly the “Water Activity Enterprise” (“**Dominion**”), collectively referred to herein as the “**Parties**.”

**RECITALS**

WHEREAS, the Parties entered into that certain Intergovernmental Agreement Regarding Installation of Dominion High Zone Pump and Relocation of Low Zone Pump, dated April 20, 2021 (the “**Agreement**”), which contemplated, among other terms, that the Project would be accomplished via the Construction Agreement Change Order; and

WHEREAS, the Reynolds Proposal received by Dominion includes significantly higher costs than anticipated; and

WHEREAS, Dominion has requested the Parties amend the Agreement to provide the Parties with an alternative to the Reynolds Proposal and allow for Roxborough to solicit competitive bids on the Project.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

**AGREEMENT**

1. Definitions. All capitalized defined terms herein shall have the meaning set forth in the Agreement, unless otherwise defined herein.

2. Non-Acceptance of Reynolds Proposal. Dominion has determined that the Reynolds Proposal received by Dominion is significantly higher than was anticipated. Therefore, the Parties agree not to proceed with the Assignment of the Construction Agreement Change Order, as set forth in Section 4 of the Agreement.

3. Competitive Bidding. Dominion has requested that Roxborough proceed with a public bid process for the Project and Roxborough has agreed to proceed with the public bid process as set forth in this First Amendment.

a. Solicitation for Bids. Roxborough has published a request for bids for the Project pursuant to State law and according to Roxborough’s standard public bidding procedures.

b. Bid Recommendation. Roxborough will analyze all bids received and will make a recommendation of which bidder is the low, reasonable and responsive bid (the “**Recommended Bid**”). Roxborough shall provide Dominion with the bid tabulations and the Recommended Bid, and Dominion shall have seven (7) days following receipt of same to advise Roxborough whether it wishes to proceed with the Project. In the event Roxborough determines that in its best interest there is no Recommended Bid, or in the event Dominion advises Roxborough after receipt of the Recommended Bid that Dominion does not wish to proceed with the Project, the Agreement shall terminate.

c. Contract Award. Provided Roxborough determines there is a Recommended Bid, and further provided that Dominion advises Roxborough it wishes to proceed with the Project, Roxborough shall award a contract for the Project and shall enter into a construction agreement for the Project (the “**Construction Agreement**”) with the selected contractor (the “**Contractor**”).

d. Change Orders. Any change orders to the Construction Agreement shall be submitted to Dominion for review prior to becoming effective. Dominion shall provide comments to any change order within five (5) days of receipt. The decision to proceed with any change order shall be made by Roxborough in its sole discretion.

4. Timing of Installation. Section 5 of the Agreement is stricken in its entirety and restated as follows: “The Parties anticipate that the Project will be completed by August 31 2022. If any delay in the installation is caused by Dominion, Dominion shall be responsible for any and all additional costs incurred by Roxborough resulting therefrom.”

5. Payment of the Costs; Financing. Section 8 of the Agreement is stricken in its entirety and replaced with the following: “Roxborough shall pay the Contractor all amounts pursuant to and in accordance with the Construction Agreement to complete the Project, and Dominion shall repay Roxborough, in accordance with the provisions below, all amounts paid by Roxborough pursuant to the Construction Agreement together with Roxborough’s project management fees and fees for engineering services for the Project (the “**Project Costs**”).

A summary and estimate of the Project Costs, together with a sample payment schedule, is provided in **Exhibit C** attached hereto and incorporated herein by reference, which shall replace in its entirety Exhibit C to the Agreement. The Parties acknowledge that the Project Costs set forth in **Exhibit C** represent an estimate based on available information at the time the Parties entered into this Agreement. To the extent the actual Project Costs exceed the amount described in **Exhibit C**, Dominion agrees to pay Roxborough the difference in costs; provided, however, that for any change order that would cause the Project Costs (as then known or reasonably estimated) to be exceeded by ten percent (10%) or more, Roxborough will notify Dominion, and the Parties will meet to discuss the proposed expenditure before Roxborough approves such change order. To the extent Roxborough’s actual Project Costs are less than the amount described in **Exhibit C**, Roxborough agrees to refund Dominion the difference. When the actual Project Costs are finally determined, the Parties will update **Exhibit C** accordingly by addendum to this Agreement.

Dominion shall pay Roxborough the Project Costs over a term of sixty (60) months with the first payment due no later than thirty (30) days after final completion of the Project. Dominion shall make payments to Roxborough at least monthly in at least equivalent installments based on the final amount of the Project Costs (as reflected in the final, updated Exhibit C). Simple interest shall accrue on the Project Costs at a rate of six percent (6.0%) per annum, from the date of the Assignment until the date of repayment of the Project Costs in full. Dominion may, at its option, prepay any or all of the Project Costs at any time prior to maturity, without premium or penalty. Any such prepayment shall be applied first to accrued interest and then to reduction of principal. To secure Dominion's repayment obligations hereunder, at the time of execution of the Construction Agreement, Dominion shall deliver to Roxborough a letter of credit in the amount of the Project Costs plus a 10% contingency ("**Letter of Credit**") which shall, among other things: (a) name Roxborough as the beneficiary; (b) have an initial expiration date of not less than 365 days after the date of its issuance and provide for automatic annual extensions; (c) provide that issuer will deliver a 60-day advance written notice to Roxborough (a "**Termination Notice**") in the event issuer elects not to extend or elects to otherwise terminate the Letter of Credit; (d) permit partial and full draws; (e) be issued by a financial institution reasonably acceptable to Roxborough; and (f) be acceptable to Roxborough in its reasonable discretion. In the event the issuer of the Letter of Credit delivers a Termination Notice, Dominion shall, within 15 days after the date of the Termination Notice, deliver written notice (a "**Replacement Notice**") to Roxborough electing to replace the Letter of Credit with either (i) a replacement letter of credit in the amount of the then unpaid portion of the Project Costs, together with a 10% contingency and accrued interest (the "**Remaining Dominion Obligation**"), or (ii) immediately available funds in the amount of the Remaining Dominion Obligation ("**Replacement Funds**"). Any Replacement Notice shall be accompanied by an accounting of Dominion's calculation of the Remaining Dominion Obligation. Dominion shall have 30 days following the date of the Termination Notice to deliver to Roxborough either the replacement letter of credit or Replacement Funds. If Dominion fails to deliver to Roxborough either the replacement letter of credit or Replacement Funds within the time allotted, Roxborough shall have the right to draw on the existing Letter of Credit in the amount of the Remaining Dominion Obligation. Following Roxborough's receipt of either a replacement letter of credit or Replacement Funds from Dominion, the Letter of Credit that is being replaced shall be returned to Dominion, together with an executed reduction certificate reducing the face amount thereof to \$0.00.

6. Counterpart Execution. This First Amendment may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

7. Prior Provisions Effective. Except as amended herein, the terms of the Agreement shall remain in full force and effect without limitation.

*[Signature Pages Follow.]*

IN WITNESS WHEREOF, the Parties hereby executed this First Amendment on the date first written above.

**DOMINION:**

**DOMINION WATER & SANITATION  
DISTRICT**

By: \_\_\_\_\_  
Officer of the District

Attest:

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

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law

\_\_\_\_\_  
General Counsel to Dominion

*[Dominion Signature Page to First Amendment]*

**ROXBOROUGH:**

**ROXBOROUGH WATER AND  
SANITATION DISTRICT**

By: \_\_\_\_\_  
Officer of the District

Attest:

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

APPROVED AS TO FORM:

ICENOGLE SEAVER POGUE, P.C.  
Attorneys at Law

\_\_\_\_\_  
General Counsel to Roxborough

*[Roxborough Signature Page to First Amendment]*







**MEMORANDUM**

TO: Roxborough Water and Sanitation District Board of Directors

CC: TST Infrastructure, LLC File

FROM: TST Infrastructure, LLC

SUBJECT: RWSD WTP High Service Pump Addition Serving DWSD Project  
Contract Award Recommendation

DATE: September 15, 2021

Bids for the RWSD WTP High Service Pump Addition Serving DWSD Project were received by TST Infrastructure, LLC on September 9, 2021. A total of 6 bids were received, which ranged in price from \$474,145.00 to \$671,200.00. The apparent low bidder was Moltz Construction, Inc. with a bid price of \$474,145.00. Please reference the attached Bid Tabulation for more information regarding the bid results.

TST Infrastructure, LLC reviewed Moltz Construction, Inc.'s bid submittal for completeness and contacted the references included in the bid packet. The bid submittal was found to be complete, and the results of the reference checks were positive. Refer to the attached Summary of Reference Check comments memorandum for additional details.

Based on the above, Moltz Construction, Inc. is recommended for award of the RWSD WTP High Service Pump Addition Serving DWSD Project. Should the Roxborough Water and Sanitation District Board of Directors approve award of this contract to Moltz Construction, Inc., the Notice of Award requires signature by the District.

Attachments: Bid Tabulation dated September 9, 2021  
Summary of Reference Checks dated September 15, 2021

Roxborough Water and Sanitation District  
 RWSD WTP High Service Pump Addition Serving DWSD  
 Bid Tabulation  
 9/9/2021

|                    |          |       | Moltz Construction, Inc. | Velocity Constructors, Inc. | Glacier Construction Co., Inc. | Aslan Construction, Inc. | RN Civil Construction, LLC | Stanek Constructors, Inc. | Engineer's Estimate |
|--------------------|----------|-------|--------------------------|-----------------------------|--------------------------------|--------------------------|----------------------------|---------------------------|---------------------|
| Description        | Quantity | Units | Bid Price                | Bid Price                   | Bid Price                      | Bid Price                | Bid Price                  | Bid Price                 | Bid Price           |
| Lump Sum Bid Price | 1        | LS    | \$ 474,145.00            | \$ 478,085.00               | \$ 524,800.00                  | \$ 556,695.00            | \$ 576,764.00              | \$ 671,200.00             | \$ 787,000.00       |

**MEMORANDUM**

TO: Roxborough Water and Sanitation District Board of Directors

CC: TST Infrastructure, LLC File

FROM: TST Infrastructure, LLC

SUBJECT: RWSD WTP High Service Pump Addition Serving DWSD Project  
Summary of Reference Check Comments

DATE: September 15, 2021

The following is a summary of comments from the references listed in Moltz Construction, Inc.'s (Moltz) Bid Documents submitted on September 9, 2021, for the RWSD WTP High Service Pump Addition Serving DWSD project.

1. Meadows WTP Flow Meter Replacement – Completed May 2018

a. Town Of Castle Rock (Owner) – David Montgomery – (720) 733-6007

David indicated that he would recommend working with Moltz Construction. David said that they have worked with Moltz a number of times and every time they have had a great experience. He continued with saying that he wished that Moltz had performed work that other low bidders performed which led to rework needed, noting Moltz's superior craftsmanship and professionalism. The project was completed on schedule despite delays in the delivery of equipment. David noted that even though the equipment was delivered late, Moltz was able to perform the work within the needed timeframe. David indicated that there were no change orders on this project and other projects they had worked with Moltz on. David said that they worked with Dustin Miller and Toby Reid and that they had a great experience with them, noting their communication and workmanship.

2. Plum Creek WRA 3 MGD Capacity Expansion Project

a. Plum Creek WRA (Owner) – Westin Martin – (303) 688 1991

Westin indicated that he would recommend working with Moltz as they have had an excellent experience working with them on this project. The project was delayed due to factors concerning performance warranty items, not due to Moltz. He also indicated that Moltz remained under budget considering the delay to the project. He continued that the only change orders were due to unforeseen field conditions that were only uncovered during construction. He clarified that none of them were contractor driven. Westin mentioned that he worked with Toby Reid and Thomas Baird and that he had a great experience with them saying that their communication was very clear and proactive. Due to project requirements, Moltz subcontracted a fair amount of the work but was able to manage the subcontractors so that no issues arose. Westin went on to say that the work that Moltz self-performed was high quality. Westin said he would look forward to working with Moltz if given the opportunity in the future. He concluded by saying that Moltz was able to work with the owner well given some issues that they had with the engineering team. He also mentioned that

he spoke to other managers and that they also speak highly of Moltz and would recommend them.

3. Bennett WWTF Improvements

a. Aqua Engineering (Engineer) – Bob Franchetti – (720) 667-1250

Bob indicated that he had a positive experience working with Moltz. He thought that they acted very professionally throughout the whole project. Bob added that there were no delays to the project schedule due to Moltz. He also added that all change orders were due to legitimate drawing issues or other owner driven events. Bob said that he worked with Tom Baird and Toby Reid and that they were always professional and focused on delivering a quality product. Their communication was professional, clear, and focused. Bob indicated that Moltz was able to handle working with subcontractors well and remain organized throughout the project. Bob concluded with saying that they were looking forward to working with them on their next project and future ones.

4. Golden WTF Filter Gallery Improvements

a. City of Golden (Owner) – Anne Beierle – (303) 384-8153

Anne indicated that they had a very good experience working with Moltz on the project especially considering the complicated nature of the project. She said that Moltz was able to adhere to some strict plant operation requirements without issue. Anne added that the project was completed on schedule and all change orders were anticipated at the beginning of the project due to factors only available once construction had begun. While Anne didn't remember the name of the superintendent that was on site, she said that they were on site regularly and they were great to work with. She continued to say that she didn't have any complaints about the communication with Moltz. Anne added that Moltz mainly self-performed the work and that there wasn't a whole lot of room for additional people to work in the filter gallery, but the crew was able to get the work done well. She also added the subcontractors that were used, Moltz managed them well. Anne concluded with saying that they would use Moltz again and have worked with them on non-bid work after this project was completed.

5. Bonding Agent – IMA Group – Amy Coonts – (303) 615-7526

Amy confirmed that Moltz has not defaulted on a bond and that their bid is well within their surety limits.

6. Insurance Agent – IMA Group – Tara Ramsden-Wood – (303) 615-7944

Tara confirmed that Moltz does not have any claims against them, nor have they defaulted on a claim. She also confirmed Moltz carried the minimum insurance limits listed in the bidding documents and that their Certificate of Liability Insurance was correct and up to date.