



The Roxborough Water & Sanitation District and Plum Valley Heights Subdistrict of the Roxborough Water & Sanitation District Regular 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: 878 7526 3896 Password: 784798**

Date: Wednesday, April 15, 2026, Time 8:00 am

Board of Directors

	Term Expiration
Loren McFall, President	5/2027
Dave Bane, Vice President	5/2027
Fran Santagata, Secretary	5/2029
David Thomas, Treasurer	5/2029
Kim DeGrande, Assistant Secretary	5/2029

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

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

- IV. Consent Agenda
 - a. Approve the Minutes of the Regular Meeting of the PVH Subdistrict which are contained in and part of the Minutes of the Roxborough Water & Sanitation District Minutes for the Regular Meeting on March 18, 2026.
- V. Staff Reports
 - a. General Manager’s Report
 - b. Financial Report
- VI. **Board Action Items**

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

- VII. Consent Agenda
 - a. Approve the Minutes of the Regular Meeting of the RWSD Board on March 18, 2026.
 - b. Ratify Payrolls from March 31, 2026:
 - c. Ratify Payments from March 18, 2026:
 - d. Approve Payments of Claims: Checks:
 - e. Ratify Pay Application #2 to QP Services in the amount of \$155,600.00 for the 2026 Roxborough CIPP project.
- VIII. Staff Reports
 - a. General Manager’s Report
 - b. Legal Counsel Report
 - c. Director of Operations Report
 - d. Engineering Report / Water Use Graphs
 - e. Financial Report
 - f. Administrative Update
- IX. **Board Action Items:**
 - a. **Consider approval of Resolution No. 26-04-01 to adopt The City of Aurora’s Stage 1 Drought Restrictions as required by our 2020 Water Supply Agreement IGA.**
 - b. **Approve Work Order Contract for Flowmore Services in the amount of \$24,389 for Forcemain Pigging Maintenance.**
 - c. **Request approval to execute Amended Highlands Ranch Water Service Agreement once final edits are satisfactory.**

FINANCIAL PVH:

Ted Snailum of TWS Financial presented the January 2026 Financial Recap for Plum Valley Heights. Upon a motion from Director Santagata, second by Director DeGrande and unanimous vote, the Board accepted the January 2026 financial reports for Plum Valley Heights.

BOARD ACTION ITEMS:

Upon a motion by Director Santigata, second by Director DeGrande, and unanimous vote the Board approved Resolution No. 26-03-01 Approving and Adopting Changes to the District’s Water and Wastewater Service Rates and Charges for 2026.

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

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

CONSENT AGENDA:

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

- a. Approved the Minutes of the Regular Meeting of the RWSD Board on February 18, 2026.
- b. Ratified Payrolls for February 28, 2026:
- c. Ratified Payments from February 18, 2026: 105218-105236, 105238-105256, 105260-105262, 105265-105268, 105275, 105278-105279, 105281-105284.
- d. Approved Payments of Claims: Checks: 105237, 105257-105259, 105263-105264, 105269-105274, 105276-105277, 105280, 105285-105289.
- e. Ratified Pay App #1 from QP Services for construction on the 2026 Roxborough CIPP Project.

GENERAL MANAGER’S REPORT:

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

Legal Counsel Report:

Mr. Pogue updated the Board on the pending Arrowhead Colorado Metropolitan District eminent domain proceedings.

OPERATIONS:

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

ENGINEERING:

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

FINANCIAL RWSD:

Ted Snailum, of TWS Financial, presented the January 2026 RWSD Financial Statements to the Board. Upon a motion by Director Santagata, second by Director DeGrande and unanimous vote by the Board, the January 2026 financial reports were accepted.

ADMINISTRATIVE REPORT:

Ms. Hoover provided the Administrative Report.

BOARD ACTION Items:

Upon a motion by Director Santagata, second by Director DeGrande, and unanimous vote the Board approved Resolution No. 26-03-01 Approving and Adopting Changes to the District’s Water and Wastewater Service Rates and Charges for 2026.

ADJOURN: Upon a motion by Director Santagata, second by Director DeGrande and unanimous vote, the meeting was adjourned at 10:02 am.

Secretary of the meeting: _____



GENERAL MANAGER'S REPORT

Plum Valley Heights Subdistrict

Of

Roxborough Water and Sanitation District

April 15th, 2026

Titan Road Industrial Park

- I have received a new draft from Highlands Ranch Water (HRW) on the restated IGA. They removed the 2-year term to find a new source if termination happened and went to 0.44 AF/YR/EQR to align with our Aurora IGA. They will allow the sub-district to increase the number of EQR's served from 287 to 330. Once the agreement is executed, we anticipate 6-8 months for design / approvals and 8-10 months for construction pending the receipt of the prepaid costs for these items. I will be asking for conditional approval to execute once our last couple comments are made which were very minor; correcting a math error, updating our tier structure and seeking clarification on drought restrictions.
- Comcast provided annual flow data to HRW to confirm 39 EQR's is consistent with their planning criteria. Based on the annual consumption provided it looks like it will be 40 EQR's.

Plum Valley Heights

- No action

McMakin Property

- No action

General

- Field staff completed flushing in the Chatfield's, TRIP and PVH.

Roxborough Water and Sanitation - PVH Financial Recap February 28, 2026

General Fund

- Property taxes collected: \$8,999
- Specific ownership taxes: \$2,800
- Interest income: \$15
- Professional fees: \$1,000

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Secretary of the meeting: _____

APPLICATION AND CERTIFICATE FOR PAYMENT

--Summary Sheet--Unit Price Contract--

TO: Roxborough Water & Sanitation District
8383 Waterton Rd, Littleton CO 80125
Attn: Mitch Stroehlein

PROJECT:
Project 2026 Roxborough CIPP

APPLICATION NO.: (#2)

SUBMITTAL DATE: 3/31/2026

OWNER:
Roxborough Water & Sanitation
8383 Waterton Rd, Littleton, CO 80125

CONTRACTOR:
QP Services, LLC.
12503 E Euclid, Ste 220
Centennial, CO 80111

PERIOD FROM: 3/2/2026

TO: 3/31/2026

TASK (ACCT.) NO.: (#)

CHANGE ORDER SUMMARY:		
Net total from Previous Application:		\$0.00
Approved this Period:		
NO.	DATE	AMOUNT (+/-)
(CO#)	(Date)	\$0.00
(CO#)	(Date)	\$0.00
(CO#)	(Date)	\$0.00
Total CO's to Date		\$0.00

CONTRACT STATUS:	
Notice to Proceed Date	January 14, 2026
Substantial Completion Date	
Final Completion Date	
% Complete (Time) (\$s)	0% 19%

Application is made for Payment as indicated below and on the attached Continuation Sheets, in accordance with the Contract Documents:	
Original Contract Amount	\$997,900.00
Total Change Orders to Date.	\$0.00
Current Contract Amount.	\$997,900.00
Gross Amount Due.	\$190,500.00
Less 0% Retainage*.	\$0.00
Amount Due to Date.	\$190,500.00
Less Previous Payments	\$34,900.00
AMOUNT DUE THIS APPLICATION:	\$155,600.00
*Value of securities currently deposited if provided in lieu of retainage.	\$0.00

For Owner Use Only

ACCOMPANYING DOCUMENTATION:

CONTRACTORS CERTIFICATION:

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract referenced above have been applied to discharge in full all obligations of Contractor incurred in connection with Work covered by prior Applications for Payment; (2) title to all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all liens, claims, security interest and encumbrances (except such as are covered by Bond acceptable to Owner indemnifying Owner against any such lien, claim, security interest or encumbrances); and 3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective as that term is defined in the Contract Documents.

By: _____ Title: Director of Operations Date: 31-Mar
(CONTRACTOR)

OWNER APPROVAL:

By: _____, Owner Project Manager Date: _____
Roxborough Water & Sanitation

APPLICATION AND CERTIFICATE FOR PAYMENT

--Continuation Sheet --
Unit Price Contract Items

TO: Roxborough Water & Sanitation District
8383 Waterton Rd, Littleton CO 80125
Attn: Mitch Stroehlein

PROJECT: 2026 Roxborough CIPP

APPLICATION NO.: (#2)
SHEET 1 **OF** 1

SUBMITTAL DATE: 3/31/2026

ENGINEER:
Roxborough Water & Sanitation
8383 Waterton Rd, Littleton, CO 80125

CONTRACTOR:
QP Services, LLC.
12503 E Euclid, Ste 220
Centennial, CO 80111

PERIOD FROM: 3/2/2026

TO: 3/31/2026

CONTRACT					WORK PROGRESS						
ITEM NO.	DESCRIPTION OF WORK	QUANTITY	UNIT	UNIT PRICE	Quantities			Amounts (\$)			
					PREVIOUSLY COMPLETED	THIS PERIOD	TO DATE	PREVIOUSLY PAID	DUE THIS PERIOD	DUE TO DATE	% COMPLETED
1	Mobilization/Demobilization Crew	1.00	LS	\$34,900.00	1.00	0.00	1	\$34,900.00	\$0.00	\$34,900.00	100%
2	CIPP 8" Installation	16700.00	LF	\$50.00	0.00	3112.00	3112	\$0.00	\$155,600.00	\$155,600.00	19%
3	CIPP 10" Installation	2000.00	LF	\$64.00	0.00	0.00	0	\$0.00	\$0.00	\$0.00	0%
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TOTALS								\$34,900.00	\$155,600.00	\$190,500.00	#DIV/0!

2026 CIPP Roxborough
MASTER

SHOT #	SEG #	USMH	DSMH	MAP PAGE	PLAN DIA	MATERIAL	PLAN LENGTH	FIELD LENGTH (LF)	Variance (LF)	# TAPS	Jet/CCTV DATE	CIPP Install Date	COMMENTS
1	1	MH_DB2-4	MH_DB2-3	1	8	VCP	211	201.6	-9.4		2.5		
2	4	MH_DB2-1.2	MH_DB2-1.1	1	8	VCP	126	121.9	-4.1		2.6	3/10/2026	
2	100	MH_DB2-1.1	MH_DB2-1	1	8	VCP	101	92.4	-8.6		2.6	3/10/2026	
3	5	MH_DB2-1	MH_DB2		8	VCP	127	122.2	-4.8		2.9	3/9/2026	
4	2	MH_DB3-2	MH_DB3-1		8	VCP	229	223.1	-5.9		2.9	3/13/2026	
4	3	MH_DB3-1	MH_DB3		8	VCP	261	255.4	-5.6		2.9	3/13/2026	Root cut
5	6	MH_DB3	MH_DB2		8	VCP	228	223.3	-4.7		2.9	3/11/2026	
6	9	MH_DB-7	MH_DB-6		8	VCP	375	362.2	-12.8		2.6	3/19/2023	Root cut
8	8	MH_DB-5	MH_DB-4		8	VCP	400	383.8	-16.2		2.6	3/17/2026	
8	7	MH_DB-4	MH_DB3		8	VCP	309	297.7	-11.3		2.9	3/27/2028	MSA 111.2' Joint, Reversal : 186.5'
10	12	MH_BG-9.2	MH_BG-9.1		8	VCP	270	267.1	-2.9		2.9	3/25/2026	
12	14	MH_BG-8	MH_BG-7		8	VCP	254	247.7	-6.3		2.9	3/30/2026	
12	15	MH_BG-7	MH_BG-7		8	VCP	361	361.0	0		2.9	3/26/2026	
14	16	MH_BG-5.2	MH_BG-5.1		8	VCP	159	154.2	-4.8		2.9	3/24/2026	

General Manager's Report

April 15th, 2026

Projects

- We are working with CORE Electric to complete the removal of the electrical power pole that remains in the easement for the raw water line on Ketcham's property that fed the old raw water pump station. They have performed their site visit and are working on design. They indicated it would be roughly \$6,000 - \$7,000 for our piece. I do not have a better update on the timing yet.

Potential Inclusions / Updates

- No update on the referral from Douglas County for Chatfield Commercial Center zoning resolution. Sterling Ranch told me that filing 7 touches Rampart on the former Burgess property and they would be willing to serve the corridor through a master meter connection and loop the system when the former Rush property is developed. That would reduce the capital cost and length of pipe by about 2,500 ft as well as reduce the need to add an expensive PRV vault. Depending on the timing could work out for those folks. Lisa attended a One Roxborough meeting last week and was approached by Seven Stones requesting timeframe on providing water. I provided them with an update on Chatfield Commercial Centers progress as well as the SR update and asked them if they were in a position to participate and they were excited and let me know they were going to provide the information given to the manager and the board and get back to me. May be time to hold another meeting to recap the requirements needed to connect with the folks around the corridor.
- Received comments back from Roxborough State Park which are under TST's review for their new maintenance building. They are getting close to being approved.
- Ravenna 8-lot addition plans have been approved and revisions on the 4-lot addition have been received and are under review by TST.

Dominion Water & Sanitation District

- The amended and restated O-Line Agreement has been presented to DWSD for comment / review. We have a revised agreement from ISP that is under current staff review. They are eager to get the agreement done.
- Monks Construction has rented two hydrant meters from us to be used on the Moore Rd. Douglas County site to begin earth work on the Zebulon site.

Public Outreach/Opportunities

- April 6th Aurora issued Stage 1 Drought Restrictions. We are contractually required to adhere to them. Lucie has prepared the mailers that will go to the customers notifying them of the requirements. Lisa will be tracking the revenue RWSD receives from the surcharges. That money is not owed to Aurora it is simply promoting conservation through the pocketbooks of the end users.

General Manager's Report

- April 8th Denver Water issued Stage 1 Drought Restrictions. They are in line with Aurora's with a \$1.10 surcharge on tier 2 and \$2.20 on tier 3, tier 1 for indoor use remains the same.
- As usual the Garden in a Box coupons are going like crazy, they are 80% claimed. The Smart Controllers, Rain Sensors and Sprinkler Evaluations are in preseason status to gauge interest they all are sitting at 25%. Resource Central is also providing us with Drought Communications that we can offer as helpful information to our customers.
- RWSD qualified to host the blood drive, we are working on a date. This is to continue to promote our culture and interact with the community for a good cause.
- We are promoting for our summer help positions this year, we will hire 4 again. One of the helpers from last year has inquired about a full-time position. With Jordan leaving it is a good opportunity to give him an interview.
- The entire staff has completed two, 4-hour, training sessions from The Blue Cell company for ICS (Incident Command System) levels 200 & 700 for emergency disaster response. Thank you to Fran for the connection. The training was very in depth and was a huge success. All the staff found great value in it. We will continue with Emergency Response training at upcoming Operations Tasking meeting to familiarize all staff with the plan.
- Finally, Lisa is attending a 3-day ADG training session, which is our billing software. She is enhancing her skills and will be making helpful SOP's for to assist with training the new front desk person for when Dorice retires in January.

LEGAL COUNSEL

REPORT

Water Plant

We are starting to see improvements with the plant. In March, the plant was operational for 21 days with an average plant production of **1.6** MGD and a max day of **3.1** million gallons.

The coagulant for treatment switched from Alum to ACH on Monday.

Castle Rock began a free chloring burnout of their system on February 2nd. During this burnout, DWSD has shut off the feed from Castle Rock and is now receiving all water from RWSD. Flow from Castle Rock is anticipated to return May 21st or 22nd.

The WTP generator dual fuel conversions are awaiting Xcel to schedule the gas meter replacement. Once everything is complete, all generators will be commissioned with a load bank test to set the natural gas feed. These systems should extend the run time by 50%-70% by blending natural gas with diesel fuel. Roxborough will also be looking to add bulk diesel storage on site for additional generator run time in an emergency. TST is working on the permitting.

InflexionPoint is preparing a quote to replace Browns Hill for SCADA support. This will include a change in SCADA platforms, a support contract, and Roxborough Lift Station PLC cabinet rehab.

A PO has been sent for new Rotork valve actuators to replace old Keystone actuators that have been faulting.

February production was **33.6** million gallons of treated water, **14.7** million gallons of that was for Sterling Ranch.

Lift Stations

The lift stations are running well.

Flow Equalization Basin testing took place, although programming was not complete. With normal flows, it took about 1.5 hours to back up enough sewage to flow into the FEB. One leak was identified that has been corrected and backing up sewage did not cause any other issues. The control narrative for opening the valve is under review due to the amount of sewage backed up and the need to slowly release to the lift station.

Permanent H2S sensors at the Transition Vault, DWSD's force main air vac in Waterton near McDonalds continue to track odor control. An additional odor logger set in the O-Line upstream of the DWSD connection to monitor RWSD H2S shows zero H2S coming from RWSD.

April's Operations Report

A new blower has been ordered for the Transition Vault to replace the old, rusted blower. Delivery is expected any day. Then installation will be scheduled.

Force main air vac replacements are being evaluated. Current air vacs have been neglected due to size. Replacements would be significantly lighter and have flushing ports to allow maintenance without disassembly.

A PO has been sent to replace all four grinders at Waterton and Roxborough lift stations.

February saw **28.5** million gallons of sewage pumped to Littleton-Englewood. Approximately **9.6** million was conveyed for Sterling Ranch.

Field

The field had **228** locates for the month of February.

A boring company damaged the electrical feed to one of the master meter vaults from Highlands Ranch to NWDC. They restored power the following week. Daily meter reads were reported to Highlands Ranch from the residential meters during the outage.

Annual water main flushing is complete and valve turning has begun.

Annual sewer lining is underway. QPS did have to perform one point repair due to an offset joint. Over 18,000' of clay sewer will be structurally lined. Cost savings from QPS self performing the lining has allowed for additional manhole lining around Crystal Lake in the Village for infiltration. Sewer lining is expected to be completed in May.



April's Operations Report

Meter installs continue. An additional 300 meters have been delivered, and 300 more nodes are on order.

Water quality in Tank 4 required flushing in years past to combat nitrification issues due to water age. Excessive flushing resulted in significant erosion around Thunder Run and Sumac. In an arrangement with Roxborough Park Foundation, RWSD has agreed to reimburse a portion of the work for the Foundation to repair the drainage into the state park and RWSD will contract Redline for repairs to this hillside.

Aurora is planning insertion valves to replace the failed valves that feed raw water to the WTP. Aurora believes the existing valves are leaking, back feeding the raw transmission mains, making it impossible to isolate each main for maintenance. Once these valves are replaced, Aurora will be able to isolate the second main for the other connection to Rampart Pump Station.

MEMORANDUM

TO: Roxborough Water and Sanitation District
Board of Directors

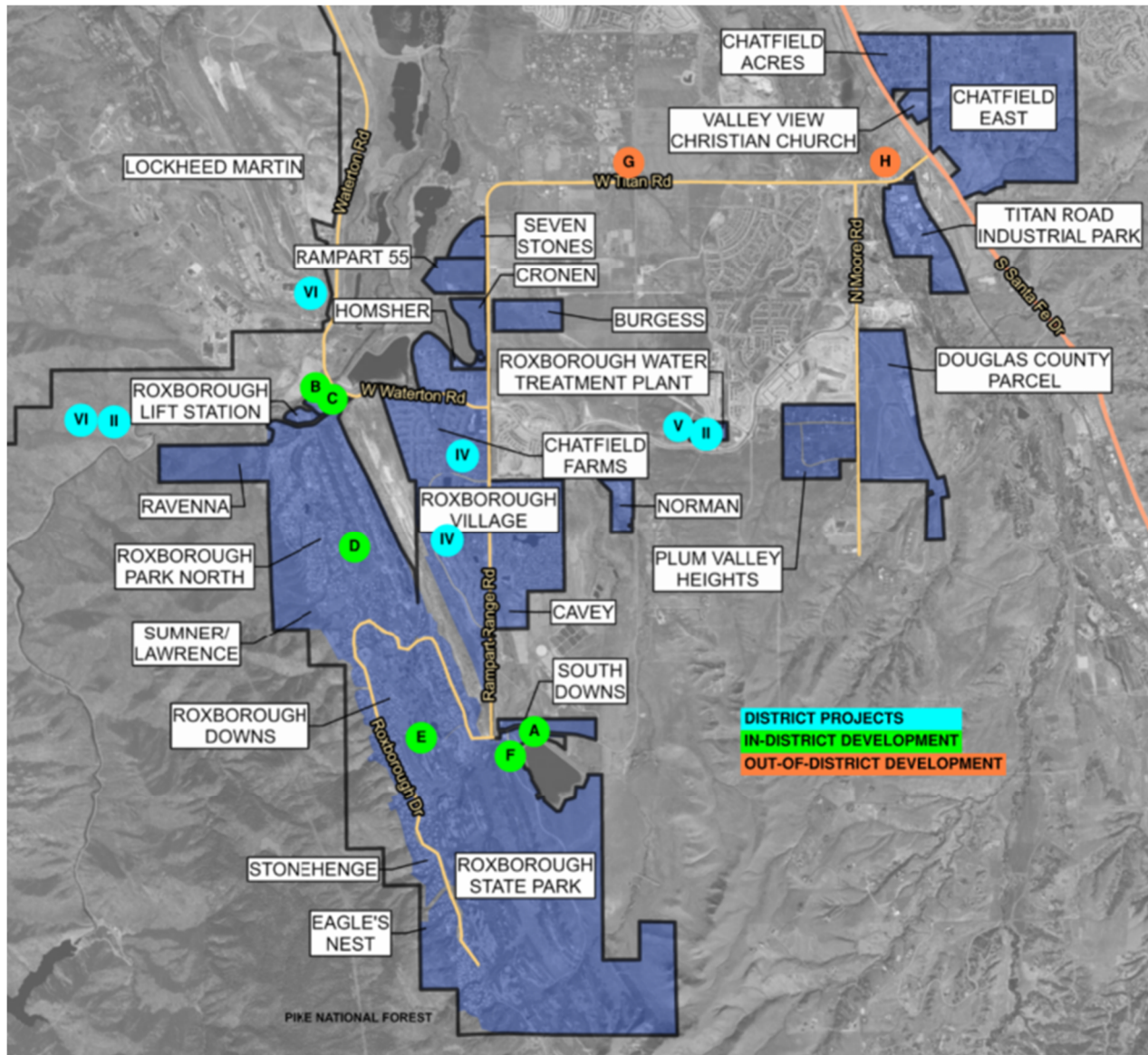
FROM: TST Infrastructure
Michael Gerstner

SUBJECT: Engineering Status Report

DATE: April 8, 2026

I. DEVELOPMENT PROJECTS

- A. Berkeley Homes – Construction of water and sewer lines has not started. A meeting occurred with the developer and the developer indicated no immediate plans to proceed with development. (No Change)
- B. Ravenna Maintenance Facility – Plans were returned to the developer with comments on March 23, 2026. License agreements for water mains in Denver Water Caretaker Road are in progress.
- C. Ravenna 8-Lots near Roxborough Lift Station – The final set of plans were received on March 27th. The plans were reviewed and are ready for signature.
- D. Ravenna 4-Lots near Ravenna Tank – The second set of plans were received on April 6, 2026, and are under review.
- E. Pomeroy – Received District formation approval from Douglas County for infrastructure. Pending developer lawsuit for immediate possession to move forward. (No Change)
- F. Roxborough State Park – The third drawing submittal was returned with comments on March 24, 2026.
- G. Chatfield Commercial Center – Review of response for eReferral for rezoning of lot to Light Industrial. (No Change)
- H. Comcast – Review agreement with Highlands Ranch for additional EQRs to accommodate Comcast.



II. LIFT STATION AND WTP GENERATOR NATURAL GAS CONVERSION

The lift station gas meter is complete, and the conversion is ready for startup in progress at the Lift Station, pending Xcel. (No Change)

The Xcel gas line has been upsized, and the gas service line installed to the Generator at the WTP. Pending startup on Xcel installing new meter. (No Change)

III. MASTER PLAN UPDATE

Master Plan EQR historical evaluation of water use, and sewer flow evaluations are completed, and planning numbers has been prepared. The water model update is in progress. The Master Plan outline and content are in progress.

IV. 2027 ROXBOROUGH VILLAGE WATERLINE REPLACEMENT

Survey for site is completed. The Geotechnical and Cathodic investigation is being scheduled and estimated to occur in April or May.

V. WTP DIESEL STORAGE AND BACKUP POWER SUPPLY/BATTERY BANK EVALUATION

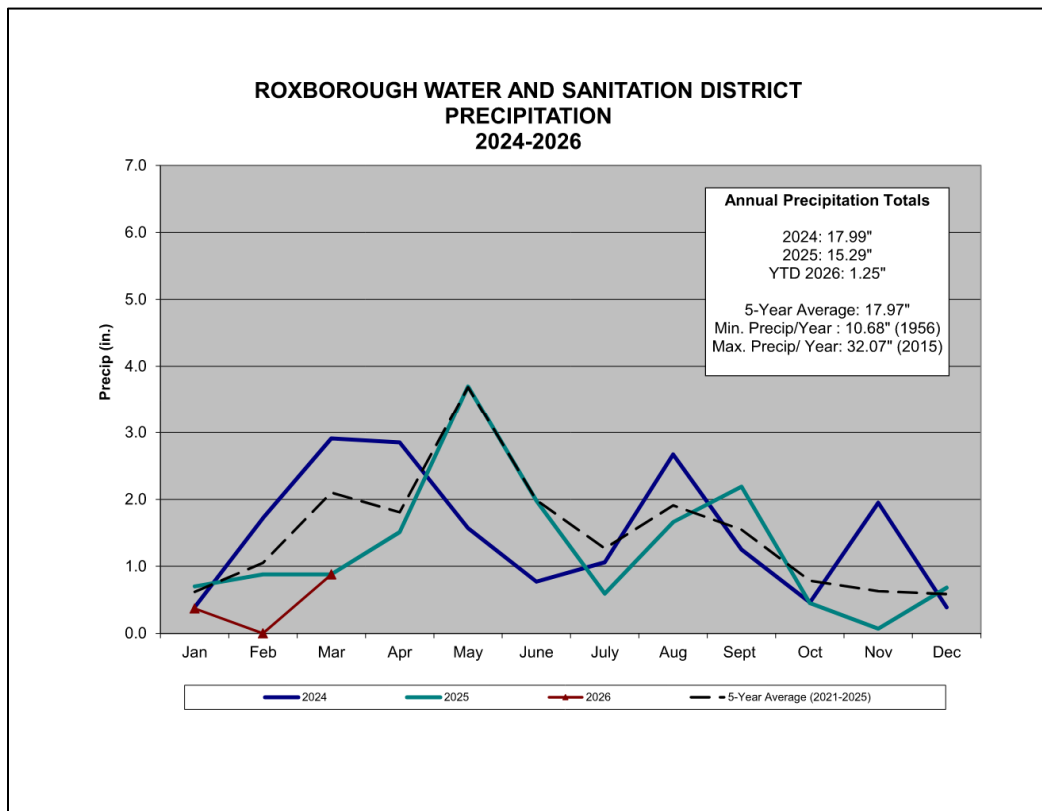
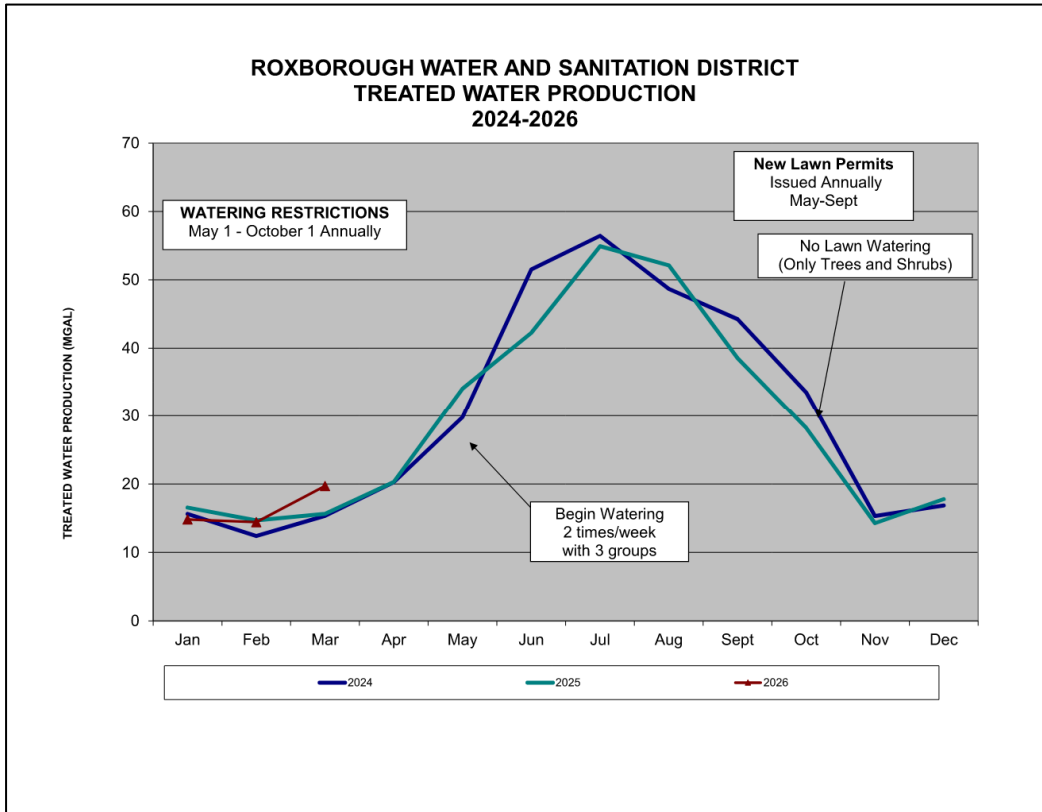
The regulatory and approval requirements for diesel storage were developed. It was determined the Location and Extent is not required from Douglas County and South Metro Fire will require drawing submittal and a permit. A diesel tank quote has been obtained and is under review.

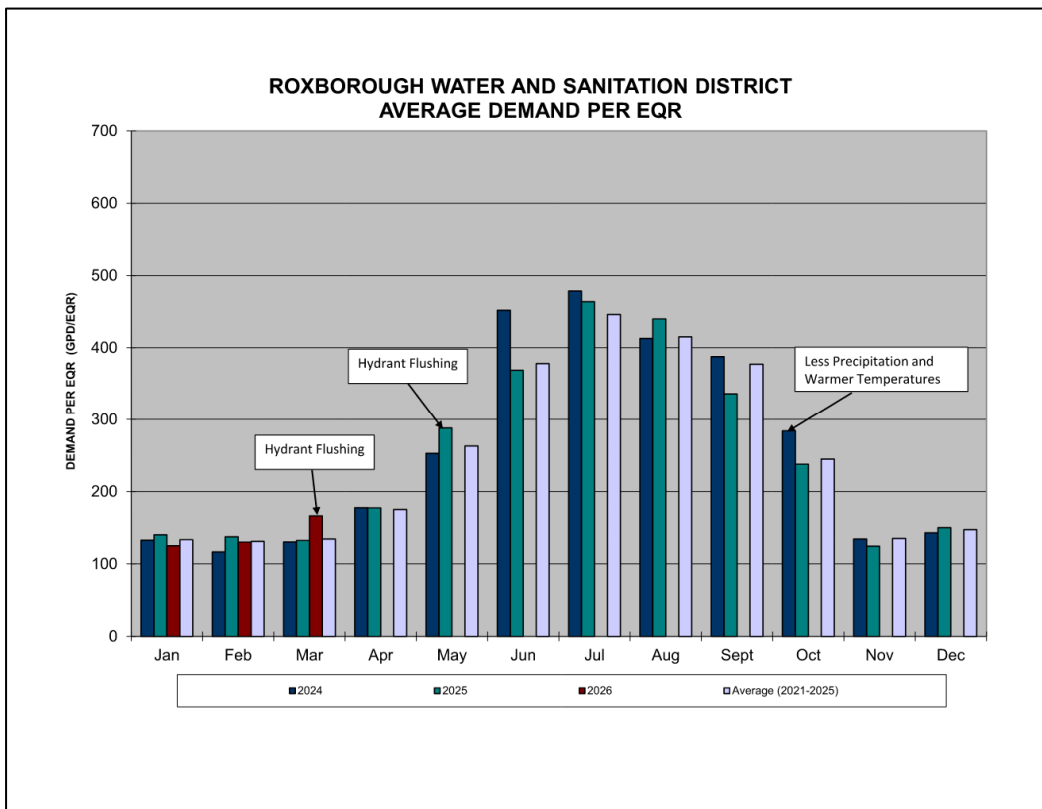
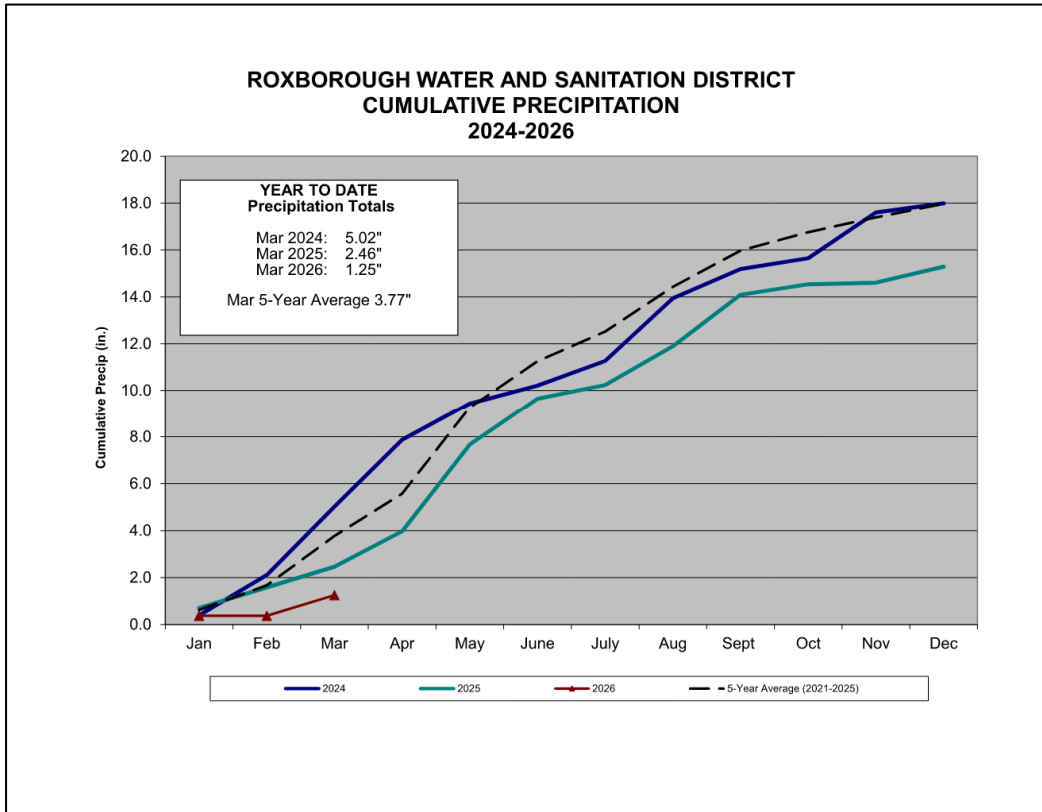
A site walk was conducted to evaluate necessary equipment to power during a power outage. A powering schedule has been prepared and a power study is being coordinated.

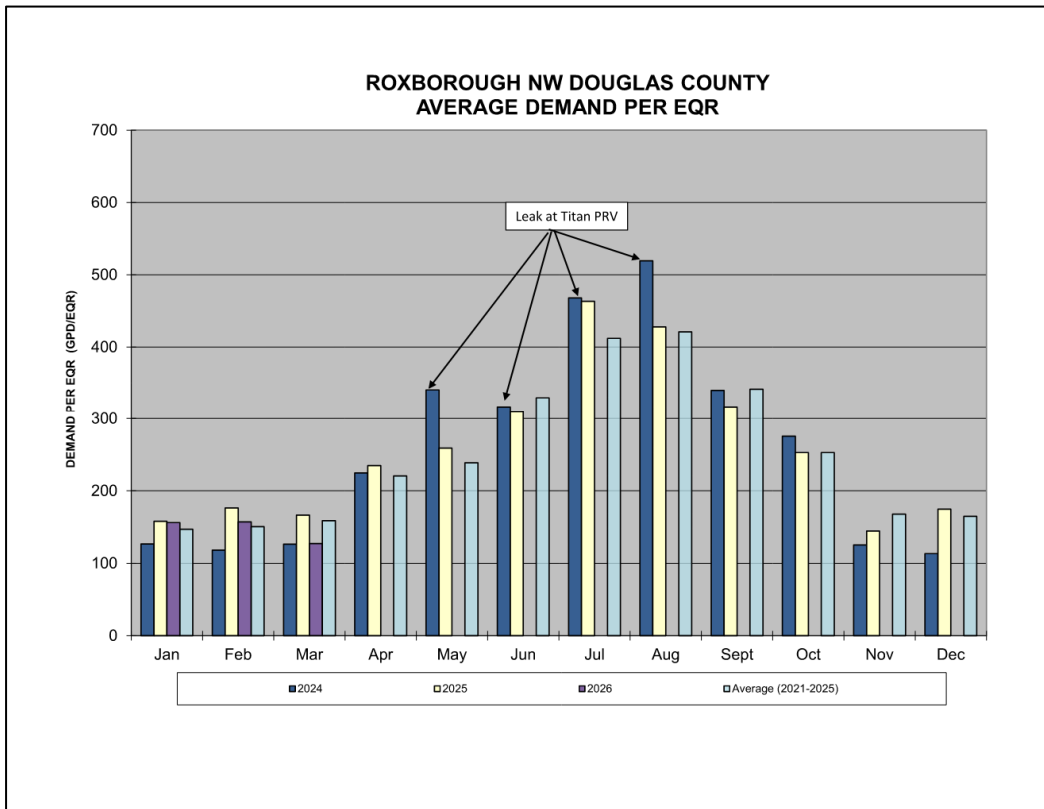
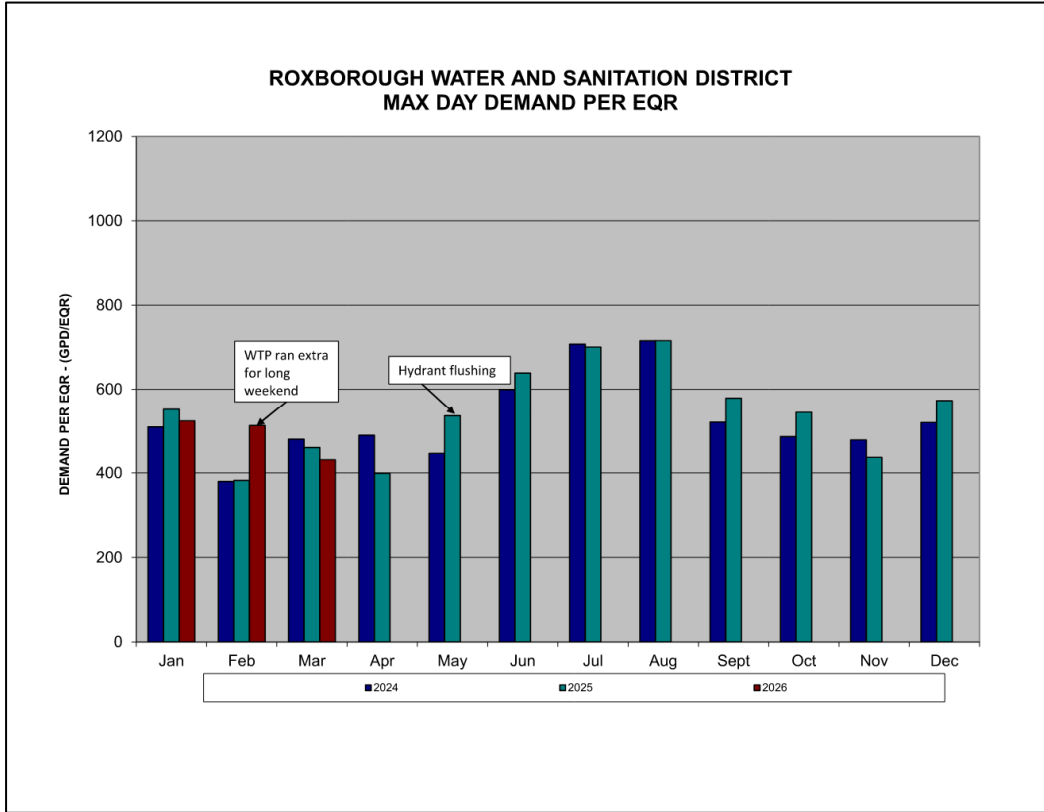
VI. FORCEMAIN CLEANING

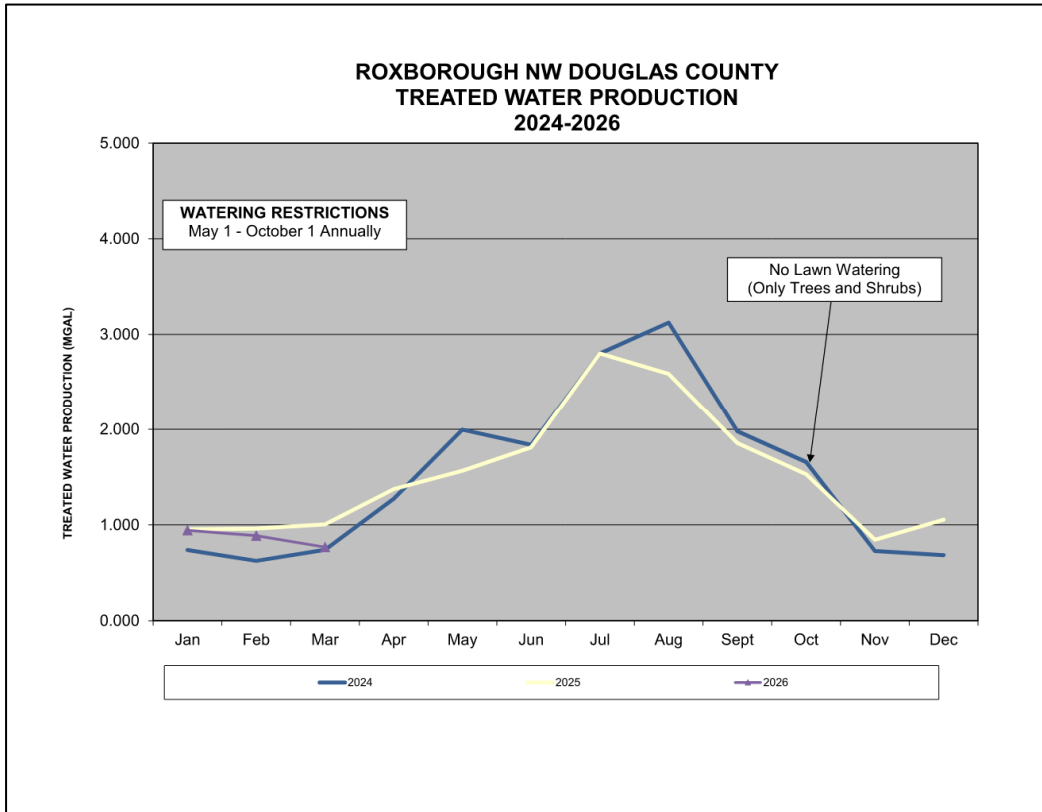
References checks were completed for the low quote that was obtained. A summary of reference checks is included, and approval is necessary to proceed.

VII. WATER GRAPHS









Roxborough Water and Sanitation Financial Recap February 28, 2026

General Fund

- Property taxes collected: \$2,866
- Specific ownership taxes: \$5,251
- Repairs expense: \$6,638 (includes \$4,722 to Initial.IT)
- Permits include dues to Employers Council

Debt Service Fund

- Property taxes collected: \$1,246
- Specific ownership taxes: \$1,692
- Transfers in (Debt Surcharge): \$97,789

Water Fund - Treatment

- Service charges billed: \$268,482
- Dominion WTP Operations income: \$66,026
- Capital surcharges collected: \$97,789
- Ravenna monthly SDC: \$23,605
- Repairs expense includes \$10,646 to Frontier Mechanical

Water Fund - Distribution

- Water costs: \$90,258
- Capital projects: \$46,380 (Repmasters) and \$25,005 (Autonation Ford)

Sewer Fund

- Service charges: \$184,760

- Lockheed Martin charges: \$36,822
- Dominion Sewer Conveyance income: \$63,820
- Paid \$82,324 to Littleton (Lockheed-related fees)
- Paid \$25,005 to Autonation Ford

Capital Fund

- Dominion System Improvements: \$195
- Flow Equalization Basin: \$195

Interest Income Recap

- Interest income: \$99,614
- Wells Fargo rate: 3.7909%
- Colotrust rate: 3.5679%

ROXBOROUGH WATER & SANITATION DISTRICT
FINANCIAL STATEMENTS
February 28, 2026

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**Roxborough Water and Sanitation District
Balance Sheet by Class**

As of February 28, 2026

	1-General Fund	2-Debt Service	3-Water-Treatment	4-Sewer	5-Capital Fund	6-Water- Distribution	7-Plum Valley Heights	TOTAL
ASSETS								
Current Assets								
Checking/Savings								
1105 Wells Fargo Checking	283,825.78	5,128,926.83	43,037,910.20	2,506,224.51	187,699.72	-40,583,172.85	317,203.46	10,878,617.65
1125-Wells Fargo Savings	0.00	0.00	0.00	0.00	0.00	0.00	45,847.54	45,847.54
1139 -WF Ravenna	0.00	0.00	3,196,997.18	0.00	0.00	0.00	0.00	3,196,997.18
1150-Investment in Colotrust	4,334,738.75	2,832,133.49	2,455,024.64	11,451,411.25	0.00	0.00	0.00	21,073,308.13
1155- Colotrust Bond Fund	0.00	0.00	425,169.21	590,176.46	0.00	0.00	0.00	1,015,345.67
1160 -System Develop Colo Trust	0.00	0.00	0.00	1,168,282.82	0.00	0.00	0.00	1,168,282.82
Total Checking/Savings	4,618,564.53	7,961,060.32	49,115,101.23	15,716,095.04	187,699.72	-40,583,172.85	363,051.00	37,378,398.99
Other Current Assets								
1300-A/R Service	0.00	0.00	605,484.75	369,127.82	0.00	151.50	0.00	974,764.07
1310-A/R Availability	0.00	0.00	5,784.06	2,198.61	0.00	0.00	0.00	7,982.67
1350- A/R Taxes	1,616,905.00	692,959.00	0.00	0.00	0.00	0.00	452,895.00	2,762,759.00
1356-Due From NWDC Inclusion	0.00	0.00	11,711.12	0.00	0.00	0.00	0.00	11,711.12
1366 Due Club at Ravenna	0.00	0.00	172,536.86	0.00	0.00	0.00	0.00	172,536.86
1370- Due From Others	0.00	0.00	39,196.32	0.00	0.00	0.00	0.00	39,196.32
1390- Due from Dominion	0.00	0.00	0.00	1,000,000.00	0.00	0.00	0.00	1,000,000.00
1400- Prepaid Insurance	23,037.25	0.00	23,037.25	23,037.25	0.00	23,037.25	0.00	92,149.00
Total Other Current Assets	1,639,942.25	692,959.00	857,750.36	1,394,363.68	0.00	23,188.75	452,895.00	5,061,099.04
Total Current Assets	6,258,506.78	8,654,019.32	49,972,851.59	17,110,458.72	187,699.72	-40,559,984.10	815,946.00	42,439,498.03
Fixed Assets								
1500- Capital Assets	0.00	0.00	109,889,760.32	37,432,190.45	0.00	3,616,884.00	0.00	150,938,834.77
1550- Accumulated Depreciation	0.00	0.00	-23,142,211.00	-17,673,260.00	0.00	0.00	0.00	-40,815,471.00
Total Fixed Assets	0.00	0.00	86,747,549.32	19,758,930.45	0.00	3,616,884.00	0.00	110,123,363.77
TOTAL ASSETS	6,258,506.78	8,654,019.32	136,720,400.91	36,869,389.17	187,699.72	-36,943,100.10	815,946.00	152,562,861.80
LIABILITIES & EQUITY								
Liabilities								
Current Liabilities								
Accounts Payable								
2000- Accounts Payable	4,253.55	0.00	6,474.88	99,184.60	389.99	103,937.58	1,000.00	215,240.60
Total Accounts Payable	4,253.55	0.00	6,474.88	99,184.60	389.99	103,937.58	1,000.00	215,240.60
Other Current Liabilities								
2015 Accrued Vac/ Sick Leave	0.00	0.00	36,179.17	45,881.40	0.00	37,185.68	0.00	119,246.25
2055- Ravenna Costs Advanced	0.00	0.00	2,351,045.18	0.00	0.00	0.00	0.00	2,351,045.18
2060 - Deferred Taxes	1,616,905.00	692,959.00	0.00	0.00	0.00	0.00	452,895.00	2,762,759.00
Deferred Income	0.00	0.00	0.00	3,901,063.52	0.00	0.00	0.00	3,901,063.52
Retainage Payable	0.00	0.00	47,640.00	0.00	0.00	82,303.00	0.00	129,943.00
Total Other Current Liabilities	1,616,905.00	692,959.00	2,434,864.35	3,946,944.92	0.00	119,488.68	452,895.00	9,264,056.95
Total Current Liabilities	1,621,158.55	692,959.00	2,441,339.23	4,046,129.52	389.99	223,426.26	453,895.00	9,479,297.55
Total Liabilities	1,621,158.55	692,959.00	2,441,339.23	4,046,129.52	389.99	223,426.26	453,895.00	9,479,297.55
Equity								
3900 -Retained Earnings	4,660,894.82	8,086,467.20	133,904,726.37	32,336,801.19	86,535.27	-36,683,709.08	617,647.12	143,009,362.89
Net Income	-23,546.59	-125,406.88	374,335.31	486,458.46	100,774.46	-482,817.28	-255,596.12	74,201.36
Total Equity	4,637,348.23	7,961,060.32	134,279,061.68	32,823,259.65	187,309.73	-37,166,526.36	362,051.00	143,083,564.25
TOTAL LIABILITIES & EQUITY	6,258,506.78	8,654,019.32	136,720,400.91	36,869,389.17	187,699.72	-36,943,100.10	815,946.00	152,562,861.80

Roxborough Water and Sanitation District
Profit & Loss by Class
February 2026

	1-General Fund	2-Debt Service	3-Water-Treatment	4-Sewer	5-Capital Fund	6-Water- Distribution	7-Plum Valley Heights	TOTAL
Ordinary Income/Expense								
Income								
5010- Service Charges	0.00	0.00	268,482.43	184,759.56	0.00	0.00	0.00	453,241.99
5101- Service Charges LMA	0.00	0.00	0.00	36,821.89	0.00	0.00	0.00	36,821.89
5200- Property Taxes	3,866.38	1,245.61	0.00	0.00	0.00	0.00	0.00	9,742.96
5210- Specific Ownership Taxes	5,251.49	1,691.84	0.00	0.00	0.00	0.00	8,999.98	14,111.97
5211- Dominion WTP Operations	0.00	0.00	66,025.81	0.00	0.00	0.00	2,799.63	9,742.96
5410-Hydrant Water	0.00	0.00	4,537.50	0.00	0.00	0.00	0.00	66,025.81
5510-Potable Irrigation Water	0.00	0.00	3,746.50	0.00	0.00	0.00	0.00	4,537.50
5511-Irrigation Water	0.00	0.00	24,756.72	0.00	0.00	0.00	0.00	3,746.50
5601-Late Fees, Penalties,	0.00	0.00	3,039.73	1,501.69	0.00	0.00	0.00	24,756.72
5610- Miscellaneous Income	0.00	0.00	-934.00	-934.00	0.00	0.00	0.00	4,541.42
5611-Inclusion fees-NWDC	0.00	0.00	11,415.04	0.00	0.00	0.00	0.00	-1,868.00
5625- Dominion Sewer Conveyance	0.00	0.00	0.00	63,820.00	0.00	0.00	0.00	11,415.04
5640- Dominion Treated Water Us	0.00	0.00	17,178.56	0.00	0.00	0.00	0.00	63,820.00
5650 Dominion Exp Reimbursement	0.00	0.00	0.00	0.00	0.00	0.00	0.00	17,178.56
5660- Ravenna Reimbursement	0.00	0.00	19,578.00	0.00	0.00	0.00	0.00	0.00
5700- Sys. Development Charge	0.00	0.00	270.00	-5,656.00	0.00	0.00	0.00	19,578.00
5705 Ravenna SDC	0.00	0.00	23,604.52	0.00	0.00	0.00	0.00	-5,386.00
5710- Capital Surcharge	0.00	0.00	13,101.72	13,798.00	0.00	0.00	0.00	23,604.52
5715- Capital Surcharge WTP Sup	0.00	0.00	97,789.34	0.00	0.00	0.00	0.00	26,899.72
5820- Investment Income	13,085.30	24,853.85	16,189.21	45,470.25	0.00	0.00	0.00	97,789.34
5850 - Reimbursed Exp Other	0.00	0.00	1,794.23	0.00	0.00	0.00	15.35	99,613.96
Total Income	22,203.17	27,791.30	570,575.31	339,581.39	0.00	0.00	11,814.96	971,966.13
Gross Profit	22,203.17	27,791.30	570,575.31	339,581.39	0.00	0.00	11,814.96	971,966.13
Expense								
6020-Payroll Expenses	12,701.22	0.00	67,768.43	32,584.81	0.00	33,152.61	0.00	146,207.07
6040- Accounting	2,750.00	0.00	2,750.00	2,750.00	0.00	2,750.00	1,000.00	12,000.00
6050- Contract Labor	0.00	0.00	0.00	3,005.08	0.00	3,005.08	0.00	6,010.16
6065- Dominion expenses	0.00	0.00	0.00	1,502.98	0.00	0.00	0.00	1,502.98
6080- Education	2,492.89	0.00	3,895.02	2,923.27	0.00	3,111.28	0.00	12,422.46
6100- Engineering	411.17	0.00	1,462.50	11,515.70	0.00	10,080.70	0.00	23,470.07
6115- GPS/GIS	0.00	0.00	0.00	0.00	0.00	2,302.50	0.00	2,302.50
6130- Insurance	2,303.00	0.00	2,303.00	2,303.00	0.00	2,303.00	0.00	9,212.00
6140- Lab & Test Fees	0.00	0.00	552.00	0.00	0.00	1,642.00	0.00	2,194.00
6150- Legal	1,092.38	0.00	1,092.38	2,951.88	0.00	3,990.38	660.50	9,787.52
6170 - Meter Expenses	0.00	0.00	0.00	0.00	0.00	1,765.80	0.00	5,477.80
6180- Misc. Expenses	1,050.03	0.00	393.45	3,712.00	0.00	277.10	0.00	1,959.73
6185- Littleton Service Fees	0.00	0.00	0.00	82,323.54	0.00	0.00	0.00	82,323.54
6200- Office Expense	3,227.51	0.00	0.99	896.40	0.00	923.56	0.00	5,048.46
6220- Permits	6,628.96	0.00	0.00	0.00	0.00	0.00	0.00	6,628.96
6230- Repairs and Maint	6,638.35	0.00	14,064.35	1,802.44	0.00	9,029.16	0.00	31,534.30
6240- Safety Equipment	0.00	0.00	698.60	846.21	0.00	863.75	0.00	2,408.56
6250- Treasurers Fees	58.01	18.68	0.00	0.00	0.00	0.00	0.00	211.69
6260- Utilities	341.16	0.00	26,103.68	4,062.92	0.00	7,090.17	135.00	37,597.93
6270- Vehicle	0.00	0.00	0.00	0.00	0.00	7.93	0.00	7.93
6280- Water Costs	0.00	0.00	0.00	0.00	0.00	90,257.58	0.00	90,257.58
6300- Bank Service Charges	0.00	0.00	1,427.72	0.00	0.00	0.00	0.00	1,427.72
6420-Loan Administrative Fees	0.00	14,400.00	0.00	0.00	0.00	0.00	0.00	14,400.00
6500- CWRPDA -PVH D15a356- Prin	0.00	118,575.50	0.00	0.00	0.00	0.00	0.00	118,575.50
6501-Interest D15a356-PVH	0.00	33,517.94	0.00	0.00	0.00	0.00	0.00	33,517.94
6560- Principal CT2015- PVH	0.00	59,611.12	0.00	0.00	0.00	0.00	0.00	59,611.12
6561 - Interest CT2015-176 PVH	0.00	55,836.03	0.00	0.00	0.00	0.00	55,836.03	111,672.06
6599- Less PVH Debt Service	0.00	-267,540.59	0.00	0.00	0.00	0.00	0.00	-267,540.59
7100-Principal Payments-W05A105	0.00	304,095.00	0.00	0.00	0.00	0.00	0.00	422,670.50
7105 Interest Payments W05A105	0.00	0.00	0.00	0.00	0.00	0.00	118,575.50	33,517.94
7150-Ravenna CT2019 Interest	0.00	0.00	0.00	0.00	0.00	0.00	33,517.94	40,027.34
7151- Ravenna CT 2019- Princ.	0.00	42,397.85	0.00	0.00	0.00	0.00	0.00	42,397.85
7300- Capital Projects	0.00	0.00	1,170.00	25,004.85	0.00	145,998.56	0.00	172,173.41

No assurance is provided on these financial statements

Roxborough Water and Sanitation District
Profit & Loss by Class
February 2026

	1-General Fund	2-Debt Service	3-Water-Treatment	4-Sewer	5-Capital Fund	6-Water- Distribution	7-Plum Valley Heights	TOTAL
7307-Ravenna Phase 3/4								
7312- Ravenna Pump Station	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total 7307-Ravenna Phase 3/4	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7311- Dominion System Improve.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7320- Flow Equalization Basin	0.00	0.00	0.00	0.00	194.99	0.00	0.00	194.99
Total Expense	39,694.68	400,938.87	123,682.12	178,424.23	389.99	318,551.16	269,336.09	1,331,017.14
Net Ordinary Income	-17,491.51	-373,147.57	446,893.19	161,157.16	-389.99	-318,551.16	-257,521.13	-359,051.01
Other Income/Expense								
Other Income								
6902- Transfers In WTP	0.00	97,789.34	0.00	0.00	0.00	0.00	0.00	97,789.34
Total Other Income	0.00	97,789.34	0.00	0.00	0.00	0.00	0.00	97,789.34
Other Expense								
8002- Transfers Water Supply SV	0.00	0.00	97,789.34	0.00	0.00	0.00	0.00	97,789.34
9000 -Depreciation Expense	0.00	0.00	165,000.00	69,000.00	0.00	0.00	0.00	234,000.00
Total Other Expense	0.00	0.00	262,789.34	69,000.00	0.00	0.00	0.00	331,789.34
Net Other Income	0.00	97,789.34	-262,789.34	-69,000.00	0.00	0.00	0.00	-234,000.00
Net Income	-17,491.51	-275,358.23	184,103.85	92,157.16	-389.99	-318,551.16	-257,521.13	-593,051.01

Roxborough Water and Sanitation District
Profit & Loss
January through February 2026

	Jan 26	Feb 26	TOTAL
Ordinary Income/Expense			
Income			
5010- Service Charges	449,338.14	453,241.99	902,580.13
5100-Availability Charges	25,770.92	0.00	25,770.92
5101- Service Charges LMA	37,029.35	36,821.89	73,851.24
5200- Property Taxes	0.00	14,111.97	14,111.97
5210- Specific Ownership Taxes	16,851.84	9,742.96	26,594.80
5211- Dominion WTP Operations	66,025.81	66,025.81	132,051.62
5410-Hydrant Water	5,993.75	4,537.50	10,531.25
5510-Potable Irrigation Water	1,867.50	3,746.50	5,614.00
5511-Irrigation Water	7,849.20	24,756.72	32,605.92
5601-Late Fees, Penalties,	4,035.00	4,541.42	8,576.42
5610- Miscellaneous Income	-1,277.25	-1,868.00	-3,145.25
5611-Inclusion fees-NWDC	7,720.44	11,415.04	19,135.48
5625- Dominion Sewer Conveyance	63,660.00	63,820.00	127,480.00
5640- Dominion Treated Water Us	5,258.40	17,178.56	22,436.96
5650 Dominion Exp Reimbursement	444,270.95	0.00	444,270.95
5660- Ravenna Reimbursement	0.00	19,578.00	19,578.00
5700- Sys. Development Charge	135.00	-5,386.00	-5,251.00
5705 Ravenna SDC	27,905.70	23,604.52	51,510.22
5710- Capital Surcharge	25,505.98	26,899.72	52,405.70
5715- Capital Surcharge WTP Sup	94,248.77	97,789.34	192,038.11
5820- Investment Income	108,984.14	99,613.96	208,598.10
5850 - Reimbursed Exp Other	4,659.69	1,794.23	6,453.92
Total Income	1,395,833.33	971,966.13	2,367,799.46
Gross Profit	1,395,833.33	971,966.13	2,367,799.46
Expense			
6020-Payroll Expenses	146,611.55	146,207.07	292,818.62
6040- Accounting	12,000.00	12,000.00	24,000.00
6050- Contract Labor	0.00	6,010.16	6,010.16
6065- Dominion expenses	6,526.50	1,502.98	8,029.48
6080- Education	2,420.00	12,422.46	14,842.46
6100- Engineering	16,814.92	23,470.07	40,284.99
6115- GPS/GIS	7,975.00	2,302.50	10,277.50
6130- Insurance	9,212.00	9,212.00	18,424.00
6140- Lab & Test Fees	384.00	2,194.00	2,578.00
6150- Legal	8,158.50	9,787.52	17,946.02
6170 - Meter Expenses	6,726.48	5,477.80	12,204.28
6180- Misc. Expenses	0.00	1,959.73	1,959.73
6185- Littleton Service Fees	0.00	82,323.54	82,323.54
6200- Office Expense	7,579.76	5,048.46	12,628.22
6210-Operating Supplies	10,790.40	0.00	10,790.40
6220- Permits	22,778.67	6,628.96	29,407.63
6230- Repairs and Maint	45,250.17	31,534.30	76,784.47
6240- Safety Equipment	0.00	2,408.56	2,408.56
6250- Treasurers Fees	0.00	211.69	211.69
6260- Utilities	5,618.87	37,597.93	43,216.80
6270- Vehicle	152.51	7.93	160.44
6280- Water Costs	72,080.82	90,257.58	162,338.40
6300- Bank Service Charges	1,498.26	1,427.72	2,925.98
6420-Loan Administrative Fees	0.00	14,400.00	14,400.00
6500- CWRPDA -PVH D15a356- Prin	0.00	118,575.50	118,575.50
6501-Interest D15a356-PVH	0.00	33,517.94	33,517.94
6560- Principal CT2015- PVH	0.00	119,222.24	119,222.24
6561 - Interest CT2015-176 PVH	0.00	111,672.06	111,672.06
6599- Less PVH Debt Service	0.00	-267,540.59	-267,540.59
7100-Principal Payments-W05A105	0.00	422,670.50	422,670.50
7105 Interest Payments W05A105	0.00	33,517.94	33,517.94
7150-Ravenna CT2019 Interest	0.00	40,027.34	40,027.34
7151- Ravenna CT 2019- Princ.	0.00	42,397.85	42,397.85
7300- Capital Projects	13,167.00	172,173.41	185,340.41

Roxborough Water and Sanitation District
Profit & Loss
January through February 2026

	Jan 26	Feb 26	TOTAL
7307-Ravenna Phase 3/4			
7312- Ravenna Pump Station	160.00	0.00	160.00
Total 7307-Ravenna Phase 3/4	160.00	0.00	160.00
7311- Dominion System Improve.	1,560.00	194.99	1,754.99
7313 - Valley View Project	0.00	0.00	0.00
7320- Flow Equalization Basin	97,115.55	195.00	97,310.55
Total Expense	494,580.96	1,331,017.14	1,825,598.10
Net Ordinary Income	901,252.37	-359,051.01	542,201.36
Other Income/Expense			
Other Income			
6900- Transfers In	225,770.92	0.00	225,770.92
6902- Transfers In WTP	94,248.77	97,789.34	192,038.11
Total Other Income	320,019.69	97,789.34	417,809.03
Other Expense			
8000- Transfers to Other Funds	225,770.92	0.00	225,770.92
8002- Transfers Water Supply SV	94,248.77	97,789.34	192,038.11
9000 -Depreciation Expense	234,000.00	234,000.00	468,000.00
Total Other Expense	554,019.69	331,789.34	885,809.03
Net Other Income	-234,000.00	-234,000.00	-468,000.00
Net Income	667,252.37	-593,051.01	74,201.36

Roxborough Water and Sanitation District
Profit & Loss -General Fund
February 2026

	<u>Feb 26</u>	<u>Jan - Feb 26</u>
Ordinary Income/Expense		
Income		
5200- Property Taxes	3,866.38	3,866.38
5210- Specific Ownership Taxes	5,251.49	15,784.84
5820- Investment Income	13,085.30	28,116.75
Total Income	<u>22,203.17</u>	<u>47,767.97</u>
Gross Profit	22,203.17	47,767.97
Expense		
6020-Payroll Expenses	12,701.22	25,588.33
6040- Accounting	2,750.00	5,500.00
6080- Education	2,492.89	2,492.89
6100- Engineering	411.17	1,325.17
6130- Insurance	2,303.00	4,606.00
6150- Legal	1,092.38	2,873.13
6180- Misc. Expenses	1,050.03	1,050.03
6200- Office Expense	3,227.51	5,766.97
6220- Permits	6,628.96	6,628.96
6230- Repairs and Maint	6,638.35	13,463.34
6250- Treasurers Fees	58.01	58.01
6260- Utilities	341.16	463.47
6270- Vehicle	0.00	0.00
6300- Bank Service Charges	0.00	1,498.26
Total Expense	<u>39,694.68</u>	<u>71,314.56</u>
Net Ordinary Income	<u>-17,491.51</u>	<u>-23,546.59</u>
Net Income	<u><u>-17,491.51</u></u>	<u><u>-23,546.59</u></u>

Roxborough Water and Sanitation District
Profit & Loss -Debt Service
February 2026

	<u>Feb 26</u>	<u>Jan - Feb 26</u>
Ordinary Income/Expense		
Income		
5200- Property Taxes	1,245.61	1,245.61
5210- Specific Ownership Taxes	1,691.84	5,085.32
5820- Investment Income	24,853.85	51,392.03
Total Income	<u>27,791.30</u>	<u>57,722.96</u>
Gross Profit	27,791.30	57,722.96
Expense		
6250- Treasurers Fees	18.68	18.68
6420-Loan Administrative Fees	14,400.00	14,400.00
6500- CWRPDA -PVH D15a356- Prin	118,575.50	118,575.50
6501-Interest D15a356-PVH	33,517.94	33,517.94
6560- Principal CT2015- PVH	59,611.12	59,611.12
6561 - Interest CT2015-176 PVH	55,836.03	55,836.03
6599- Less PVH Debt Service	-267,540.59	-267,540.59
7100-Principal Payments-W05A105	304,095.00	304,095.00
7150-Ravenna CT2019 Interest	40,027.34	40,027.34
7151- Ravenna CT 2019- Princ.	42,397.85	42,397.85
Total Expense	<u>400,938.87</u>	<u>400,938.87</u>
Net Ordinary Income	-373,147.57	-343,215.91
Other Income/Expense		
Other Income		
6900- Transfers In	0.00	25,770.92
6902- Transfers In WTP	97,789.34	192,038.11
Total Other Income	<u>97,789.34</u>	<u>217,809.03</u>
Net Other Income	97,789.34	217,809.03
Net Income	<u><u>-275,358.23</u></u>	<u><u>-125,406.88</u></u>

Roxborough Water and Sanitation District
Profit & Loss -Water Treatment
February 2026

	<u>Feb 26</u>	<u>Jan - Feb 26</u>
Ordinary Income/Expense		
Income		
5010- Service Charges	268,482.43	538,167.34
5100-Availability Charges	0.00	19,497.92
5211- Dominion WTP Operations	66,025.81	132,051.62
5410-Hydrant Water	4,537.50	10,531.25
5510-Potable Irrigation Water	3,746.50	5,614.00
5511-Irrigation Water	24,756.72	32,605.92
5601-Late Fees, Penalties,	3,039.73	5,621.44
5610- Miscellaneous Income	-934.00	-1,522.63
5611-Inclusion fees-NWDC	11,415.04	19,135.48
5640- Dominion Treated Water Us	17,178.56	22,436.96
5650 Dominion Exp Reimbursement	0.00	40,885.95
5660- Ravenna Reimbursement	19,578.00	19,578.00
5700- Sys. Development Charge	270.00	405.00
5705 Ravenna SDC	23,604.52	51,510.22
5710- Capital Surcharge	13,101.72	25,099.57
5715- Capital Surcharge WTP Sup	97,789.34	192,038.11
5820- Investment Income	16,189.21	33,854.03
5850 - Reimbursed Exp Other	1,794.23	6,453.92
Total Income	<u>570,575.31</u>	<u>1,153,964.10</u>
Gross Profit	570,575.31	1,153,964.10
Expense		
6020-Payroll Expenses	67,768.43	135,451.72
6040- Accounting	2,750.00	5,500.00
6080- Education	3,895.02	4,701.68
6100- Engineering	1,462.50	2,242.50
6130- Insurance	2,303.00	4,606.00
6140- Lab & Test Fees	552.00	552.00
6150- Legal	1,092.38	2,873.13
6180- Misc. Expenses	393.45	393.45
6200- Office Expense	0.99	0.99
6220- Permits	0.00	0.00
6230- Repairs and Maint	14,064.35	38,533.69
6240- Safety Equipment	698.60	698.60
6260- Utilities	26,103.68	26,774.28
6270- Vehicle	0.00	0.00
6300- Bank Service Charges	1,427.72	1,427.72
7300- Capital Projects	1,170.00	14,337.00
Total Expense	<u>123,682.12</u>	<u>238,092.76</u>
Net Ordinary Income	446,893.19	915,871.34
Other Income/Expense		
Other Expense		
8000- Transfers to Other Funds	0.00	19,497.92
8002- Transfers Water Supply SV	97,789.34	192,038.11
9000 -Depreciation Expense	165,000.00	330,000.00
Total Other Expense	<u>262,789.34</u>	<u>541,536.03</u>
Net Other Income	-262,789.34	-541,536.03
Net Income	<u><u>184,103.85</u></u>	<u><u>374,335.31</u></u>

Roxborough Water and Sanitation District
Profit & Loss -Water Distribution
February 2026

	<u>Feb 26</u>	<u>Jan - Feb 26</u>
Ordinary Income/Expense		
Expense		
6020-Payroll Expenses	33,152.61	66,463.91
6040- Accounting	2,750.00	5,500.00
6050- Contract Labor	3,005.08	3,005.08
6080- Education	3,111.28	3,917.95
6100- Engineering	10,080.70	18,660.04
6115- GPS/GIS	2,302.50	4,290.00
6130- Insurance	2,303.00	4,606.00
6140- Lab & Test Fees	1,642.00	2,026.00
6150- Legal	3,990.38	6,146.13
6170 - Meter Expenses	1,765.80	8,509.04
6180- Misc. Expenses	277.10	277.10
6200- Office Expense	923.56	3,481.33
6220- Permits	0.00	16,666.67
6230- Repairs and Maint	9,029.16	18,416.16
6240- Safety Equipment	863.75	863.75
6260- Utilities	7,090.17	11,507.48
6270- Vehicle	7.93	143.68
6280- Water Costs	90,257.58	162,338.40
7300- Capital Projects	145,998.56	145,998.56
Total Expense	<u>318,551.16</u>	<u>482,817.28</u>
Net Ordinary Income	<u>-318,551.16</u>	<u>-482,817.28</u>
Net Income	<u><u>-318,551.16</u></u>	<u><u>-482,817.28</u></u>

Roxborough Water and Sanitation District
Profit & Loss -Sewer Fund
February 2026

	Feb 26	Jan - Feb 26
Ordinary Income/Expense		
Income		
5010- Service Charges	184,759.56	364,412.79
5100-Availability Charges	0.00	6,273.00
5101- Service Charges LMA	36,821.89	73,851.24
5601-Late Fees, Penalties,	1,501.69	2,954.98
5610- Miscellaneous Income	-934.00	-1,622.62
5625- Dominion Sewer Conveyance	63,820.00	127,480.00
5650 Dominion Exp Reimbursement	0.00	403,385.00
5700- Sys. Development Charge	-5,656.00	-5,656.00
5710- Capital Surcharge	13,798.00	27,306.13
5820- Investment Income	45,470.25	95,219.94
Total Income	339,581.39	1,093,604.46
Gross Profit	339,581.39	1,093,604.46
Expense		
6020-Payroll Expenses	32,584.81	65,314.66
6040- Accounting	2,750.00	5,500.00
6050- Contract Labor	3,005.08	3,005.08
6065- Dominion expenses	1,502.98	8,029.48
6080- Education	2,923.27	3,729.94
6100- Engineering	11,515.70	18,057.28
6115- GPS/GIS	0.00	5,987.50
6130- Insurance	2,303.00	4,606.00
6150- Legal	2,951.88	5,393.13
6170 - Meter Expenses	3,712.00	3,695.24
6180- Misc. Expenses	239.15	239.15
6185- Littleton Service Fees	82,323.54	82,323.54
6200- Office Expense	896.40	3,378.93
6210-Operating Supplies	0.00	10,790.40
6220- Permits	0.00	6,112.00
6230- Repairs and Maint	1,802.44	6,371.28
6240- Safety Equipment	846.21	846.21
6260- Utilities	4,062.92	4,471.57
6270- Vehicle	0.00	16.76
7300- Capital Projects	25,004.85	25,004.85
Total Expense	178,424.23	262,873.00
Net Ordinary Income	161,157.16	830,731.46
Other Income/Expense		
Other Expense		
8000- Transfers to Other Funds	0.00	206,273.00
9000 -Depreciation Expense	69,000.00	138,000.00
Total Other Expense	69,000.00	344,273.00
Net Other Income	-69,000.00	-344,273.00
Net Income	92,157.16	486,458.46

Roxborough Water and Sanitation District
Profit & Loss -Capital Fund
February 2026

	<u>Feb 26</u>	<u>Jan - Feb 26</u>
Ordinary Income/Expense		
Expense		
7307-Ravenna Phase 3/4		
7312- Ravenna Pump Station	0.00	160.00
Total 7307-Ravenna Phase 3/4	0.00	160.00
7311- Dominion System Improve.	194.99	1,754.99
7313 - Valley View Project	0.00	0.00
7320- Flow Equalization Basin	195.00	97,310.55
Total Expense	389.99	99,225.54
Net Ordinary Income	-389.99	-99,225.54
Other Income/Expense		
Other Income		
6900- Transfers In	0.00	200,000.00
Total Other Income	0.00	200,000.00
Net Other Income	0.00	200,000.00
Net Income	-389.99	100,774.46

Roxborough Water and Sanitation District
Profit & Loss -PVH
February 2026

	Feb 26	Jan - Feb 26
Ordinary Income/Expense		
Income		
5200- Property Taxes	8,999.98	8,999.98
5210- Specific Ownership Taxes	2,799.63	5,724.64
5820- Investment Income	15.35	15.35
Total Income	11,814.96	14,739.97
Gross Profit	11,814.96	14,739.97
Expense		
6040- Accounting	1,000.00	2,000.00
6150- Legal	660.50	660.50
6250- Treasurers Fees	135.00	135.00
6560- Principal CT2015- PVH	59,611.12	59,611.12
6561 - Interest CT2015-176 PVH	55,836.03	55,836.03
7100-Principal Payments-W05A105	118,575.50	118,575.50
7105 Interest Payments W05A105	33,517.94	33,517.94
Total Expense	269,336.09	270,336.09
Net Ordinary Income	-257,521.13	-255,596.12
Net Income	-257,521.13	-255,596.12

Roxborough Water and Sanitation District
Profit & Loss Budget vs. Actual- General Fund
 January through February 2026

	Jan - Feb 26	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
5200- Property Taxes	3,866.38	952,264.00	-948,397.62	0.4%
5210- Specific Ownership Taxes	15,784.84	120,000.00	-104,215.16	13.2%
5610- Miscellaneous Income	0.00	1,000.00	-1,000.00	0.0%
5820- Investment Income	28,116.75	100,000.00	-71,883.25	28.1%
Total Income	47,767.97	1,173,264.00	-1,125,496.03	4.1%
Gross Profit	47,767.97	1,173,264.00	-1,125,496.03	4.1%
Expense				
6020-Payroll Expenses	25,588.33	110,000.00	-84,411.67	23.3%
6040- Accounting	5,500.00	35,000.00	-29,500.00	15.7%
6041- Audit	0.00	36,750.00	-36,750.00	0.0%
6050- Contract Labor	0.00	10,000.00	-10,000.00	0.0%
6060- Directors Fee	0.00	8,000.00	-8,000.00	0.0%
6080- Education	2,492.89	30,000.00	-27,507.11	8.3%
6100- Engineering	1,325.17	15,000.00	-13,674.83	8.8%
6130- Insurance	4,606.00	40,000.00	-35,394.00	11.5%
6150- Legal	2,873.13	20,000.00	-17,126.87	14.4%
6180- Misc. Expenses	1,050.03	15,000.00	-13,949.97	7.0%
6200- Office Expense	5,766.97	50,000.00	-44,233.03	11.5%
6220- Permits	6,628.96	30,000.00	-23,371.04	22.1%
6225-Rent	0.00	3,000.00	-3,000.00	0.0%
6230- Repairs and Maint	13,463.34	205,000.00	-191,536.66	6.6%
6250- Treasurers Fees	58.01	45,000.00	-44,941.99	0.1%
6260- Utilities	463.47	2,000.00	-1,536.53	23.2%
6270- Vehicle	0.00	5,000.00	-5,000.00	0.0%
6300- Bank Service Charges	1,498.26	2,000.00	-501.74	74.9%
7300- Capital Projects	0.00	10,000.00	-10,000.00	0.0%
Total Expense	71,314.56	671,750.00	-600,435.44	10.6%
Net Ordinary Income	-23,546.59	501,514.00	-525,060.59	-4.7%
Other Income/Expense				
Other Expense				
8002- Transfers Water Supply SV	0.00	500,000.00	-500,000.00	0.0%
8100- Transfer to Other Funds	0.00	200,000.00	-200,000.00	0.0%
Total Other Expense	0.00	700,000.00	-700,000.00	0.0%
Net Other Income	0.00	-700,000.00	700,000.00	0.0%
Net Income	-23,546.59	-198,486.00	174,939.41	11.9%

Roxborough Water and Sanitation District
Profit & Loss Budget vs. Actual-Debt Service
January through December 2026

	Jan - Dec 26	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
5200- Property Taxes	1,245.61	238,066.00	-236,820.39	0.5%
5210- Specific Ownership Taxes	5,085.32	40,000.00	-34,914.68	12.7%
5820- Investment Income	51,392.03	200,000.00	-148,607.97	25.7%
Total Income	<u>57,722.96</u>	<u>478,066.00</u>	<u>-420,343.04</u>	<u>12.1%</u>
Gross Profit	57,722.96	478,066.00	-420,343.04	12.1%
Expense				
6250- Treasurers Fees	18.68	15,000.00	-14,981.32	0.1%
6420-Loan Administrative Fees	14,400.00	28,800.00	-14,400.00	50.0%
6500- CWRPDA -PVH D15a356- Prin	118,575.50	237,050.00	-118,474.50	50.0%
6501-Interest D15a356-PVH	33,517.94	67,036.00	-33,518.06	50.0%
6550-CWCB Principal c150346	0.00	531,893.00	-531,893.00	0.0%
6551- CWCB Interest c150346	0.00	444,749.00	-444,749.00	0.0%
6560- Principal CT2015- PVH	59,611.12	59,611.00	0.12	100.0%
6561 - Interest CT2015-176 PVH	55,836.03	55,836.00	0.03	100.0%
6599- Less PVH Debt Service	-267,540.59	-419,533.00	151,992.41	63.8%
7100-Principal Payments-W05A105	304,095.00	640,000.00	-335,905.00	47.5%
7105 Interest Payments W05A105	0.00	16,946.00	-16,946.00	0.0%
7150-Ravenna CT2019 Interest	40,027.34	40,027.34	0.00	100.0%
7151- Ravenna CT 2019- Princ.	42,397.85	42,397.85	0.00	100.0%
Total Expense	<u>400,938.87</u>	<u>1,759,813.19</u>	<u>-1,358,874.32</u>	<u>22.8%</u>
Net Ordinary Income	-343,215.91	-1,281,747.19	938,531.28	26.8%
Other Income/Expense				
Other Income				
6900- Transfers In	25,770.92	160,000.00	-134,229.08	16.1%
6902- Transfers In WTP	192,038.11	1,036,808.00	-844,769.89	18.5%
Total Other Income	<u>217,809.03</u>	<u>1,196,808.00</u>	<u>-978,998.97</u>	<u>18.2%</u>
Other Expense				
8002- Transfers Water Supply SV	0.00	0.00	0.00	0.0%
Total Other Expense	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.0%</u>
Net Other Income	217,809.03	1,196,808.00	-978,998.97	18.2%
Net Income	<u><u>-125,406.88</u></u>	<u><u>-84,939.19</u></u>	<u><u>-40,467.69</u></u>	<u><u>147.6%</u></u>

Roxborough Water and Sanitation District
Profit & Loss Budget vs. Actual-Water Treatment
January through February 2026

	Jan - Feb 26	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
5010- Service Charges	538,167.34	3,200,000.00	-2,661,832.66	16.8%
5100-Availability Charges	19,497.92	120,000.00	-100,502.08	16.2%
5211- Dominion WTP Operations	132,051.62	700,000.00	-567,948.38	18.9%
5310-Permit Fees	0.00	1,200.00	-1,200.00	0.0%
5400-Rental Income	0.00	7,200.00	-7,200.00	0.0%
5410-Hydrant Water	10,531.25	40,000.00	-29,468.75	26.3%
5510-Potable Irrigation Water	5,614.00	40,000.00	-34,386.00	14.0%
5511-Irrigation Water	32,605.92	250,000.00	-217,394.08	13.0%
5601-Late Fees, Penalties,	5,621.44			
5610- Miscellaneous Income	-1,522.63	70,000.00	-71,522.63	-2.2%
5611-Inclusion fees-NWDC	19,135.48	50,000.00	-30,864.52	38.3%
5640- Dominion Treated Water Us	22,436.96	100,000.00	-77,563.04	22.4%
5650 Dominion Exp Reimbursement	40,885.95	1,503,875.00	-1,462,989.05	2.7%
5660- Ravenna Reimbursement	19,578.00			
5700- Sys. Development Charge	405.00	275,000.00	-274,595.00	0.1%
5705 Ravenna SDC	51,510.22	250,000.00	-198,489.78	20.6%
5710- Capital Surcharge	25,099.57	80,000.00	-54,900.43	31.4%
5715- Capital Surcharge WTP Sup	192,038.11	1,036,808.00	-844,769.89	18.5%
5820- Investment Income	33,854.03	200,000.00	-166,145.97	16.9%
5850 - Reimbursed Exp Other	6,453.92	20,000.00	-13,546.08	32.3%
Ravenna Bond Proceeds	0.00	3,196,997.00	-3,196,997.00	0.0%
Total Income	1,153,964.10	11,141,080.00	-9,987,115.90	10.4%
Gross Profit	1,153,964.10	11,141,080.00	-9,987,115.90	10.4%
Expense				
6020-Payroll Expenses	135,451.72	420,000.00	-284,548.28	32.3%
6040- Accounting	5,500.00	36,000.00	-30,500.00	15.3%
6080- Education	4,701.68	20,000.00	-15,298.32	23.5%
6100- Engineering	2,242.50	20,000.00	-17,757.50	11.2%
6130- Insurance	4,606.00	40,000.00	-35,394.00	11.5%
6140- Lab & Test Fees	552.00	10,000.00	-9,448.00	5.5%
6150- Legal	2,873.13	25,000.00	-22,126.87	11.5%
6180- Misc. Expenses	393.45			
6200- Office Expense	0.99	10,000.00	-9,999.01	0.0%
6210-Operating Supplies	0.00	175,000.00	-175,000.00	0.0%
6220- Permits	0.00	10,000.00	-10,000.00	0.0%
6230- Repairs and Maint	38,533.69	200,000.00	-161,466.31	19.3%
6240- Safety Equipment	698.60	2,000.00	-1,301.40	34.9%
6260- Utilities	26,774.28	270,000.00	-243,225.72	9.9%
6270- Vehicle	0.00	3,000.00	-3,000.00	0.0%
6300- Bank Service Charges	1,427.72			
7300- Capital Projects	14,337.00	910,000.00	-895,663.00	1.6%
7302- Water Taps Centennial	0.00	560,000.00	-560,000.00	0.0%
Total Expense	238,092.76	2,711,000.00	-2,472,907.24	8.8%
Net Ordinary Income	915,871.34	8,430,080.00	-7,514,208.66	10.9%
Other Income/Expense				
Other Income				
6900- Transfers In	0.00	500,000.00	-500,000.00	0.0%
Total Other Income	0.00	500,000.00	-500,000.00	0.0%
Other Expense				
8000- Transfers to Other Funds	19,497.92	120,000.00	-100,502.08	16.2%
8002- Transfers Water Supply SV	192,038.11	1,036,808.00	-844,769.89	18.5%
8150- Transfer to Capital Fund	0.00	1,000,000.00	-1,000,000.00	0.0%
9000 -Depreciation Expense	330,000.00			
Total Other Expense	541,536.03	2,156,808.00	-1,615,271.97	25.1%
Net Other Income	-541,536.03	-1,656,808.00	1,115,271.97	32.7%

Roxborough Water and Sanitation District
Profit & Loss Budget vs. Actual-Water Treatment
January through February 2026

	<u>Jan - Feb 26</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Net Income	<u>374,335.31</u>	<u>6,773,272.00</u>	<u>-6,398,936.69</u>	<u>5.5%</u>

Roxborough Water and Sanitation District
Profit & Loss Budget vs. Actual-Sewer Fund
January through February 2026

	Jan - Feb 26	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
5010- Service Charges	364,412.79	1,800,000.00	-1,435,587.21	20.2%
5100-Availability Charges	6,273.00	40,000.00	-33,727.00	15.7%
5101- Service Charges LMA	73,851.24	300,000.00	-226,148.76	24.6%
5213-Sewer Service Dominion	0.00	0.00	0.00	0.0%
5310-Permit Fees	0.00	33,000.00	-33,000.00	0.0%
5601-Late Fees, Penalties,	2,954.98			
5610- Miscellaneous Income	-1,622.62	20,000.00	-21,622.62	-8.1%
5625- Dominion Sewer Conveyance	127,480.00	650,000.00	-522,520.00	19.6%
5650 Dominion Exp Reimbursement	403,385.00	50,000.00	353,385.00	806.8%
5670-Dominion Cap Lease O-Line	0.00	1,000,000.00	-1,000,000.00	0.0%
5700- Sys. Development Charge	-5,656.00	200,000.00	-205,656.00	-2.8%
5710- Capital Surcharge	27,306.13	160,000.00	-132,693.87	17.1%
5820- Investment Income	95,219.94	200,000.00	-104,780.06	47.6%
Total Income	1,093,604.46	4,453,000.00	-3,359,395.54	24.6%
Gross Profit	1,093,604.46	4,453,000.00	-3,359,395.54	24.6%
Expense				
6020-Payroll Expenses	65,314.66	415,000.00	-349,685.34	15.7%
6040- Accounting	5,500.00	33,000.00	-27,500.00	16.7%
6050- Contract Labor	3,005.08	36,000.00	-32,994.92	8.3%
6065- Dominion expenses	8,029.48			
6080- Education	3,729.94	30,000.00	-26,270.06	12.4%
6100- Engineering	18,057.28	20,000.00	-1,942.72	90.3%
6115- GPS/GIS	5,987.50	6,000.00	-12.50	99.8%
6130- Insurance	4,606.00	40,000.00	-35,394.00	11.5%
6140- Lab & Test Fees	0.00	1,000.00	-1,000.00	0.0%
6150- Legal	5,393.13	15,000.00	-9,606.87	36.0%
6170 - Meter Expenses	3,695.24			
6180- Misc. Expenses	239.15	1,000.00	-760.85	23.9%
6185- Littleton Service Fees	82,323.54	1,100,000.00	-1,017,676.46	7.5%
6200- Office Expense	3,378.93	35,000.00	-31,621.07	9.7%
6210-Operating Supplies	10,790.40	160,000.00	-149,209.60	6.7%
6220- Permits	6,112.00	20,000.00	-13,888.00	30.6%
6230- Repairs and Maint	6,371.28	150,000.00	-143,628.72	4.2%
6240- Safety Equipment	846.21	4,000.00	-3,153.79	21.2%
6260- Utilities	4,471.57	110,000.00	-105,528.43	4.1%
6270- Vehicle	16.76	5,000.00	-4,983.24	0.3%
7300- Capital Projects	25,004.85	3,437,000.00	-3,411,995.15	0.7%
Total Expense	262,873.00	5,618,000.00	-5,355,127.00	4.7%
Net Ordinary Income	830,731.46	-1,165,000.00	1,995,731.46	-71.3%
Other Income/Expense				
Other Income				
6900- Transfers In	0.00	200,000.00	-200,000.00	0.0%
Total Other Income	0.00	200,000.00	-200,000.00	0.0%
Other Expense				
8000- Transfers to Other Funds	206,273.00	40,000.00	166,273.00	515.7%
9000 -Depreciation Expense	138,000.00			
Total Other Expense	344,273.00	40,000.00	304,273.00	860.7%
Net Other Income	-344,273.00	160,000.00	-504,273.00	-215.2%
Net Income	486,458.46	-1,005,000.00	1,491,458.46	-48.4%

Roxborough Water and Sanitation District
Profit & Loss Budget vs. Actual-Capital Fund
January through February 2026

	Jan - Feb 26	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Expense				
7307-Ravenna Phase 3/4				
7312- Ravenna Pump Station	160.00			
Total 7307-Ravenna Phase 3/4	160.00			
7310 - WTP- Dominion Pump	0.00	310,000.00	-310,000.00	0.0%
7311- Dominion System Improve.	1,754.99			
7313 - Valley View Project	0.00			
7320- Flow Equalization Basin	97,310.55	800,000.00	-702,689.45	12.2%
Total Expense	99,225.54	1,110,000.00	-1,010,774.46	8.9%
Net Ordinary Income	-99,225.54	-1,110,000.00	1,010,774.46	8.9%
Other Income/Expense				
Other Income				
6900- Transfers In	200,000.00	1,000,000.00	-800,000.00	20.0%
Total Other Income	200,000.00	1,000,000.00	-800,000.00	20.0%
Net Other Income	200,000.00	1,000,000.00	-800,000.00	20.0%
Net Income	100,774.46	-110,000.00	210,774.46	-91.6%

Roxborough Water and Sanitation District
Profit & Loss Budget vs. Actual-PVH
 January through February 2026

	<u>Jan - Feb 26</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense				
Income				
5200- Property Taxes	8,999.98	446,874.00	-437,874.02	2.0%
5210- Specific Ownership Taxes	5,724.64	30,000.00	-24,275.36	19.1%
5820- Investment Income	15.35	10,000.00	-9,984.65	0.2%
Total Income	<u>14,739.97</u>	<u>486,874.00</u>	<u>-472,134.03</u>	<u>3.0%</u>
Gross Profit	14,739.97	486,874.00	-472,134.03	3.0%
Expense				
6040- Accounting	2,000.00	12,000.00	-10,000.00	16.7%
6080- Education	0.00	1,000.00	-1,000.00	0.0%
6100- Engineering	0.00	2,500.00	-2,500.00	0.0%
6150- Legal	660.50	2,500.00	-1,839.50	26.4%
6250- Treasurers Fees	135.00	9,000.00	-8,865.00	1.5%
6450 - Interest Expense	0.00	122,872.00	-122,872.00	0.0%
6560- Principal CT2015- PVH	59,611.12	59,611.12	0.00	100.0%
6561 - Interest CT2015-176 PVH	55,836.03	55,836.03	0.00	100.0%
7100-Principal Payments-W05A105	118,575.50	237,051.00	-118,475.50	50.0%
7105 Interest Payments W05A105	33,517.94	67,035.88	-33,517.94	50.0%
Total Expense	<u>270,336.09</u>	<u>569,406.03</u>	<u>-299,069.94</u>	<u>47.5%</u>
Net Ordinary Income	<u>-255,596.12</u>	<u>-82,532.03</u>	<u>-173,064.09</u>	<u>309.7%</u>
Net Income	<u>-255,596.12</u>	<u>-82,532.03</u>	<u>-173,064.09</u>	<u>309.7%</u>

SUPPLEMENTAL INFORMATION

Roxborough Water & Sanitation District
February 28, 2026

Maturity

Long Term Obligations

CWCB- 2014 Loan	\$ 13,684,595	12/01/2044
CT2015-176 CWCB-PVH Water Supply	\$ 1,771,078	08/01/2036
2015 CWRPDA- PVH Infrastructure	\$ 2,888,730	02/01/2047
2019-2250 CWCB- Ravenna	\$ 1,228,311	02/01/2047
2005 CWRPDA Loan Payable	<u>\$ 633,405</u>	08/01/2026
TOTAL LONG TERM LIABILITIES	\$ 20,206,119	

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 February 28, 2026 is as follows:

General Fund	Debt Service Water Fund	Debt Service Sewer Fund	Capital Projects Fund	Water Fund	Sewer Fund	PVH	Total
\$ -	\$ -	\$ -	\$ 187,700	\$ 3,000,000	\$ 1,000,000		\$ 4,187,700
-	-	-		1,657,134	3,234,388		\$ 4,891,522
<u>4,618,564</u>	<u>1,526,931</u>	<u>6,434,129</u>	<u> </u>	<u>3,874,794</u>	<u>11,481,707</u>	<u>363,051</u>	<u>\$ 28,299,176</u>
 <u>\$ 4,618,564</u>	 <u>\$ 1,526,931</u>	 <u>\$ 6,434,129</u>	 <u>\$ 187,700</u>	 <u>\$ 8,531,928</u>	 <u>\$ 15,716,095</u>	 <u>\$ 363,051</u>	 <u>\$ 37,378,398</u>

No Assurance is provided on these Financial Statements

**Roxborough Water and Sanitation
Distribution of Cash in Bank- Water Fund
2026**

	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Cash Funds Available												
Cash in Bank - Water Fund	8,489,903	8,531,928										
Total Funds Available	8,489,903	8,531,928										
Distribution of Available Funds												
Operating Reserve 25% of Budgeted Expenditures	3,000,000	3,000,000										
Capital Reserve	1,554,303	1,657,134										
Operating Cash	3,935,600	3,874,794										
Total Cash	8,489,903	8,531,928	0	0	0	0	0	0	0	0	0	0
Capital Reserve												
Beginning Reserve Balance	1,317,470	1,554,303										
Additions to Reserve	250,000	250,000										
Use of Reserves	13,167	147,169										
Ending Reserve Balance	1,554,303	1,657,134	0	0	0	0	0	0	0	0	0	0

No Assurance is provided on these Financial Statements

**Roxborough Water and Sanitation
Distribution of Cash in Bank- Sewer Fund
2026**

	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Cash Funds Available												
Cash in Bank - Sewer Fund	15,077,292	15,716,095										
Total Funds Available	15,077,292	15,716,095										
Distribution of Available Funds												
Operating Reserve 25% of Budgeted Expenditures	1,000,000	1,000,000										
Capital Reserve	3,074,393	3,234,388										
Operating Cash	11,002,899	11,481,707										
Total Available Funds	15,077,292	15,716,095	0	0	0	0	0	0	0	0	0	0
Capital Reserve												
Beginning Reserve Balance	2,889,393	3,074,393										
Additions to Reserve	185,000	185,000										
Use of Reserves	0	-25,005										
Ending Reserve Balance	3,074,393	3,234,388	0	0	0	0	0	0	0	0	0	0

No Assurance is provided on these Financial Statements
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**Roxborough Water and Sanitation
Distribution of Cash in Bank - Debt Service
2026**

	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Cash Funds Available - Water Treatment Plant												
Beginning Cash Balance	1,309,122	1,429,142										
Surcharge Collected	94,249	97,789										
Availability of Service Trans.	25,771	0										
Payment of Debt	0	0										
Ending Cash Balance	<u>1,429,142</u>	<u>1,526,931</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	Jan	Feb	March	April	May	June	July	August	Sept	Oct	Nov	Dec
Cash Funds Available - Sewer Debt Service												
Operating Cash	<u>6,807,277</u>	<u>6,434,129</u>										
Total	<u>8,236,419</u>	<u>7,961,060</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

No Assurance is provided on these Financial Statements

Roxborough Water & Sanitation District
Property Tax Schedule
2025

SUMMARY – DOUGLAS & JEFFERSON COUNTIES

	2025								2025				
	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			\$ 13,926					\$ 13,926	0.00%	0.00%	\$ 13,926	0.49%	0.49%
February	\$ 5,132		\$ 6,943		\$ (77)			\$ 11,998	0.25%	0.25%	\$ 11,998	0.65%	1.14%
March								\$ -	0.00%	0.25%	\$ -	0.00%	1.14%
April								\$ -	0.00%	0.25%	\$ -	0.00%	1.14%
May								\$ -	0.00%	0.25%	\$ -	0.00%	1.14%
June								\$ -	0.00%	0.25%	\$ -	0.00%	1.14%
July								\$ -	0.00%	0.25%	\$ -	0.00%	1.14%
August								\$ -	0.00%	0.25%	\$ -	0.00%	1.14%
September								\$ -	0.00%	0.25%	\$ -	0.00%	1.14%
October								\$ -	0.00%	0.25%	\$ -	0.00%	1.14%
November								\$ -	0.00%	0.25%	\$ -	0.00%	1.14%
December								\$ -	0.00%	0.25%	\$ -	0.00%	1.14%
TOTAL	\$ 5,132	\$ -	\$ 20,869	\$ -	\$ (77)	\$ -	\$ -	\$ 25,924	0.25%	0.25%	\$ 25,924	1.14%	1.14%

No Assurance is provided on these Financial Statements

Administrative Updates

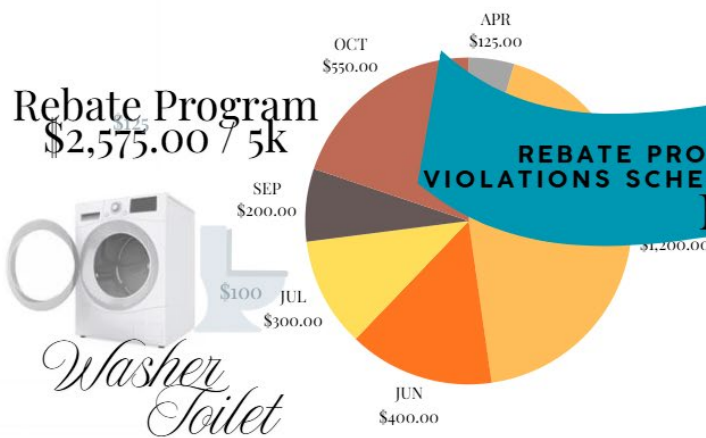
April 15th, 2026



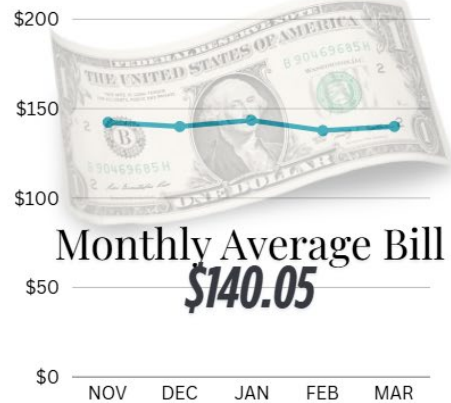
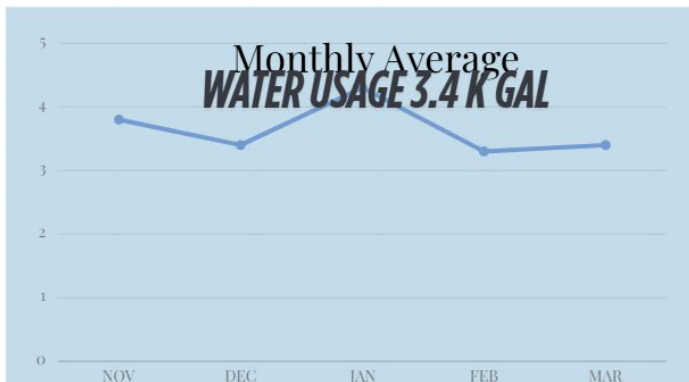
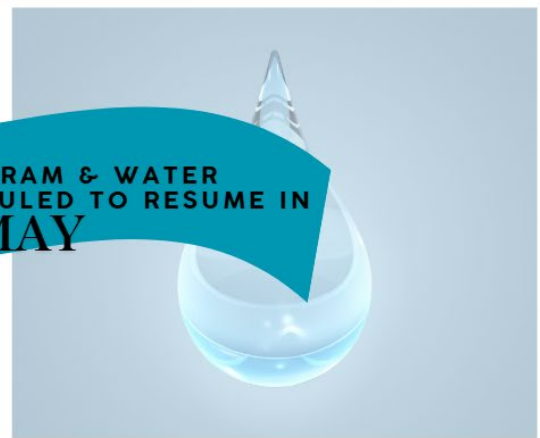
March 2026 Delinquent Accounts

8 Customers Posted
for Non-Payment

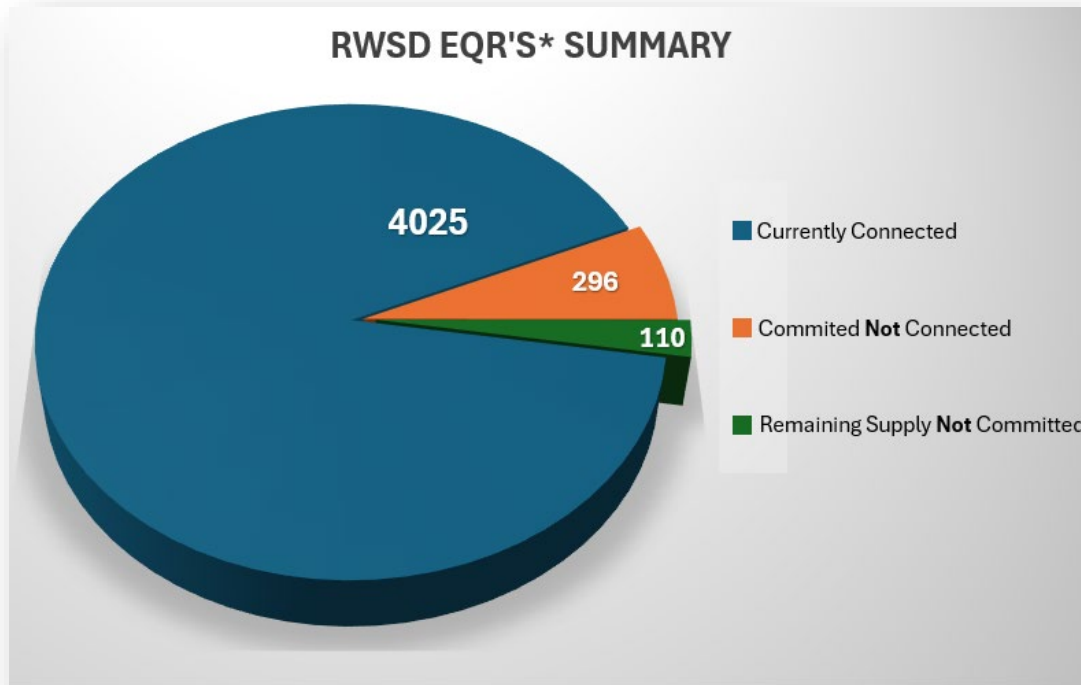
- 1 SHUT OFF
- STILL SHUT OFF



REBATE PROGRAM & WATER VIOLATIONS SCHEDULED TO RESUME IN MAY



Administrative Updates



This Chart shows how many water service connections we have connected to our water service....

***EQR (Equivalent Residential Unit) Conversion Chart**

Water Tap Size	Multiplier (EQR)
¾"	1
1"	2
1 ½"	4
2"	8
3"	18

Spreadsheet

*EQR stands for **Equivalent Residential Unit**. a standardized unit of measurement the district uses to fairly allocate costs based on the equivalent water consumption of a residential/commercial unit.*

Dominion

Sterling Ranch

There were an additional **13** Certificates of Occupancy (CO) issued in Sterling Ranch in **March** bringing the total number of CO's that have been issued in Sterling Ranch to **3,220**. The monthly Wastewater Conveyance Charge for **March** was **\$64,400**

(\$20/EQR)



In **March**, Sterling Ranch had **25** new Building Permits.

Running Total of **3,300** building permits issued.
(\$300/EQR = \$990K)

WATER SHORTAGE RESPONSE PLAN

Adopted March 10, 2026



AURORA
WATER

Section 1 – Introduction

The City of Aurora, acting by and through its Utility Enterprise (Aurora Water), operates and maintains a complex, highly integrated water supply system that balances reservoir storage, municipal demands and varying water supply conditions to meet the current and future long-term water needs of its customers. Water conservation and demand management, including the highest practicable utilization of reusable and reclaimable water sources, are integral elements of Aurora Water’s water resources system. This Water Shortage Response Plan (WSRP) provides a framework for Aurora Water’s water use in the event of drought or other water emergencies.

The WSRP recognizes the need to maintain an emergency reserve of stored water in Aurora Water’s reservoirs sufficient to provide an adequate level of service to Aurora Water’s customers while responding to future climatic conditions and potential system interruptions. Aurora Water promotes efficient use of water supplies through established guidelines for water use during “normal” conditions, which are detailed in this plan. This WSRP also defines “stages” of additional water use restrictions that may be required in response to reduced water supply conditions.

The WSRP is implemented in conjunction with Aurora Water’s Water Efficiency Plan (WEP). The purpose of the WEP is to define Aurora Water’s water efficiency goals and activities to meet those goals. Activities include water monitoring; conservation education and tools to evaluate water use; rebates and incentives to promote wise water use. As such, the WEP outlines actions to proactively reduce the risk of implementing additional water restrictions, while the WSRP outlines actions to be taken should additional water restrictions be required.

The General Manager is authorized to promulgate the rules and regulations¹ set forth in this WSRP and will implement and enforce this WSRP and all applicable parts of the Aurora City Code to promote and facilitate maximum utilization of water and discourage water waste.

The following defined terms are used in this WSRP:

- **Water Shortage Stage** refers to water availability conditions. For each stage, an associated suite of water demand reduction actions is identified.
- **Water Shortage Stage Trigger** refers to a specified threshold related to months of supply in Aurora’s water system.
- **Water Shortage Response Actions** refers to water use restrictions associated with a particular water shortage stage.
- **Months of Supply (MOS)** refers to the number of months of water demands that can reliably be met before use of the emergency reserve. See Section 2 for how MOS is calculated.

¹ See Sections 138-188 and 138-190 of the Aurora City Code.

- **Water Supply Watch Team** consists of the Aurora Water staff responsible for monitoring water supply and demand conditions, determining water shortage stages, and providing recommendations of stage declarations to the General Manager.
- **General Manager** refers to the General Manager of Aurora Water, delegated responsibility for developing this WSRP and is responsible for presenting recommendations to the Aurora City Council regarding adoption of water shortage stages.
- **Large Property Watering Variance Program** refers to a voluntary program for properties with 20,000 square feet or more of irrigated landscape. Enrolled properties must adhere to a vegetation cover type and weather-based efficiency benchmark to remain eligible. The program provides monthly water efficiency performance metrics.
- **Individual Water Efficiency Plan** refers to an individualized plan approved by Aurora Water's Conservation department at a property level outlining strategies to ensure conformance with a vegetation cover type and weather-based efficiency benchmark.
- **Turf** means any cool season turf species, variety or blend with an annual irrigation water requirement greater than 15" (9.345 gallons per square foot), including but not limited to Kentucky bluegrass and Fescue.
- **Community Pool** means a swimming pool operated for public or community use.

Section 2 – Water Shortage Stage Determination

Aurora Water maintains a water supply system that includes storage and terminal reservoirs, deep aquifer wells, shallow alluvial wells, and the Prairie Waters System (PWS), which recaptures reusable return flows. Aurora Water monitors water supply and demand conditions through the process outlined in **Table 1**. As conditions warrant, the General Manager will make recommendations to the Aurora City Council regarding the need for a resolution² to modify the water shortage stage. The primary reasons for recommending a change in stage are water shortage conditions due to drought or an emergency. A change to the Water Shortage Stage may also occur due to operational constraints such as pipeline outages, or when community responses to the water shortage response actions are not adequate given the near-term water supply conditions.

Table 1 Water Shortage Stage Determination Process

Step	Description
Ongoing	Quarterly Water Supply Watch Team meetings to review current/forecasted: <ul style="list-style-type: none"> • Water demands • Snowpack/weather reports • Storage and water supply yield • Operational restrictions
1	If conditions warrant, Water Supply Watch Team meets monthly to: <ul style="list-style-type: none"> • Develop/review alternate short-term water resource opportunities
2	If conditions warrant, Water Supply Watch Team meets biweekly to: <ul style="list-style-type: none"> • Execute alternate short-term water resource opportunities • Determine Water Shortage Stage • Determine need for additional staff resources
3	When appropriate, Water Supply Watch Team provides recommendation of stage declaration to the Assistant General Manager over Water Supply & Demand and the General Manager
4	The General Manager presents Stage Declaration recommendation to Aurora City Council for adoption
5	Enforcement (if adopted and approved by the Aurora City Council)

Months of Supply Calculation

Aurora Water considers many factors when determining when to enter a Water Shortage Stage, with one of the most critical factors being the MOS available to meet

² The Aurora City Council may act by ordinance, resolution, or motion (Charter Section 5-1). Aurora Water may determine the best method for seeking Aurora City Council approval.

future demands. MOS can be calculated at any point in the year and is used by the Water Supply Watch Team to determine the Water Shortage Stage.

The MOS equation is shown below:

$$\text{Months of Supply} = \frac{(\text{System storage contents} - \text{Emergency reserve})}{(\text{Annual T\&D demand} - \text{Reliable supply})} \times 12$$

The components of the equation include:

- **System storage contents** is the active volume (excludes deadpool) of Aurora Water’s water supply stored in reservoirs that is available to meet demands.
- **Emergency reserve** is a storage volume reserved for emergency conditions. Conditions that may trigger the use of the emergency reserve include (but are not limited to):
 - Wildfires in source watersheds; and
 - Colorado River Compact call or proactive reductions in Colorado River Basin diversions; and
 - Climate change causing droughts more severe than historically experienced; and
 - Otero Conveyance System extended unplanned outage resulting in inability to access Aurora Water’s water supplies from the Arkansas River Basin and Colorado River Basin systems; and
 - Other infrastructure outages (pipelines, tunnels, canals, reservoirs, dams, pump stations, etc.).

The required emergency reserve volume increases as demands increase and is equal to 110% of the annual in-City indoor demand, plus treatment and transmission losses, plus the portion of contract demands that Aurora Water must always meet. The additional 10% of indoor demands accounts for summer indoor demands associated with evaporative cooling at residences, food storage facilities, hospitals, and military installations.

- **Annual T&D demand** is the volume of water supplies estimated to be needed in the next year to meet transmission and distribution (T&D) system demands (potable water delivered to homes and businesses).
- **Reliable supply** is the minimum amount of water expected to be available in the next year assuming next year’s hydrology is similar to the drought year of 2002 (driest single year on record) and considering the estimated reusable water that could be captured by the PWS, less water supply system losses (evaporation and transit losses). Note that the Water Supply Watch Team can use alternative hydrology assumptions if sufficient knowledge of the watershed conditions is available to make such a determination.

For example, for a given year if the system storage contents are 100,000 acre-feet (AF), the emergency reserve is 44,000 AF, the annual T&D demand is 56,000 AF, and the reliable supply is 29,000 AF, the MOS would be calculated as:

$$\text{Months of Supply} = \frac{(100,000 \text{ AF} - 44,000 \text{ AF})}{(56,000 \text{ AF} - 29,000 \text{ AF})} \times 12$$

$$\text{Months of Supply} = 25 \text{ months}$$

Water Shortage Stage Triggers

Under normal conditions, Aurora Water targets a minimum MOS of 24 months. Aurora Water’s Integrated Water Management Plan Update, completed in 2024, identified the MOS ranges that balance preserving the emergency reserve while avoiding entering any given stage too frequently, referred to as level of service goals. **Table 2** shows the recommended MOS thresholds upon which Aurora Water should consider entering various Water Shortage Stages.

Table 2 Water Shortage Stages and Associated Triggers

Water Shortage Stage	Description	Months of Supply Trigger	Level of Service Goal
Normal Restrictions	Normal supply	More than 24 months	Not applicable
Stage 1 Restrictions	Shortage	19 to 24 months	No more than 3 times in 10 years
Stage 2 Restrictions	Severe Shortage	10 to 18 months	No more than 2 times in 10 years
Stage 3 Restrictions	Emergency Conditions	9 months or less	No more than 1 time in 20 years

As described in **Table 1**, the Water Supply Watch Team regularly reviews the contents in surface water storage, expected spring runoff based on snowpack and long-term weather forecasts, and expected customer water demands. **Table 3** shows representative system storage conditions that could trigger the need to enter Water Shortage Stage 1, 2, and 3. The example in **Table 3** is based on 2025 water demand and system conditions and assumes the forthcoming spring runoff to be similar to the historical drought of record (runoff that occurred in 2002). If the Water Supply Watch Team estimates the forthcoming water supply to be greater than the drought of record, the forecasted system storage contents and MOS would be greater than the example below.

Table 3 Example Recommended Water Shortage Stages based on 2025 Conditions

Recommended Water Shortage Stage	Months of Supply	System Storage Contents (acre-feet)
Normal Restrictions	over 24	more than 100,000
Stage 1 Restrictions	18 to 24	85,000 to 100,000
Stage 2 Restrictions	9 to 18	65,000 to 85,000
Stage 3 Restrictions	less than 9	less than 65,000

Section 3 – Stage Declaration and Implementation

Stage Declaration

If, after efforts to supplement Aurora Water’s water sources, and considering watershed conditions, water supply levels remain at concerning levels, the General Manager may recommend that the Aurora City Council adopt more stringent water use restrictions by declaring a change in Water Shortage Stage. Upon recommendation from the General Manager, the Aurora City Council may pass a “Water Shortage Resolution” that will create a stage declaration and institute rules and regulations affecting the allowed uses of water and/or the frequency/timing of use of water served by the water delivery system. Periodic adjustments can be made if the General Manager determines that such changes are needed and the Aurora City Council amends the adopted stages by Water Shortage Resolution. In the event of an imminent emergency, the City Manager shall also have the authority to institute a stage declaration, which, when published, shall have full force and effect and shall be enforceable until such time as the Aurora City Council, meeting in regular session, directs the City Manager as to what revisions, if any, it might wish to make to the stage declaration. Any revisions shall take effect and shall be enforceable when published.

All such rules and regulations, and revisions thereto, shall continue to remain in effect until such time as the water shortage or delivery system constraints have ended, the Water Shortage Resolution has been removed by the Aurora City Council, or an updated Water Shortage Resolution has been passed by the Aurora City Council and notice thereof has been published. The requirements of the WSRP are mandatory and enforceable pursuant to Aurora City Code section 138-189.

Public Notification

Prior to the start of the irrigation season, information is made available to all Aurora Water customers defining the watering schedules and any changes for the upcoming year. Additional information is included in the City’s newsletter, NewsAurora, the City’s website, and social media channels.

If Aurora moves from normal water-use conditions into Water Shortage Stage 1, 2, or 3, customers will be notified of the associated watering restrictions through direct mail to each account. Additional information will be shared through the City’s digital newsletter, NewsAurora, the Aurora Water website, and media press releases outlining conditions and requested customer actions.

- The watering restrictions will be mailed first class to all account holders according to Aurora Water billing records.
- The City Clerk shall receive a copy of the watering schedule.
- The watering schedule and a general outline of the policy will be posted on the Aurora Water website (<http://www.aurorawater.org>).

Water Shortage Response Actions

Table 4 outlines the shortage response actions associated with each Water Shortage Stage. Should circumstances require further demand management, the General Manager can recommend to the Aurora City Council that additional restrictions be implemented up to and including indoor water rationing to protect public health, safety, and welfare. In addition, the General Manager may require large commercial/industrial non-recoverable water users to reduce water use during water shortage conditions.

Water Shortage Surcharges

Water shortage surcharges are a financial charge for excessive water use during water shortage conditions. Water shortage surcharges may be assessed whenever a water shortage stage beyond normal restrictions is declared. Prior to imposing any water shortage surcharges, the Aurora City Council shall determine the Water Shortage Stage by supplemental resolution and the water shortage surcharges shall be in effect until further action by the Aurora City Council.

The water shortage surcharges are in addition to the regular water rates. The applied water shortage surcharges for each customer are based on usage above the customer's average monthly winter water consumption computed from meter readings taken during the winter period (winter quarter average). Irrigation Only accounts are billed for all consumption since winter water use is expected to be zero. The current rate structures and water shortage surcharges can be found in section 138-223 of the Aurora City Code.

Table 4 Water Shortage Response Actions

Water Use	Water Shortage Stage			
	Normal Restrictions	Stage 1 Restrictions (surcharge in effect)	Stage 2 Restrictions (surcharge in effect)	Stage 3 Restrictions (surcharge in effect)
Residential outdoor turf irrigation	3 days/week	2 days/week	1 day/week	No watering
Multi-family, commercial, and other non-residential outdoor turf irrigation (including golf, parks, athletic fields, and street medians)	Same as single-family residential unless customers have a large user variance or individual water management plan. The goal is to achieve the same use percentage reductions as single-family residential customers.			No watering
Gardens/trees/shrubs/perennials	Allowed	Allowed	Hand, drip, or subsurface watering only	No watering
New turf installations (a Lawn Permit is required if the installation is 250 square feet or greater or daily establishment irrigation is needed)	Allowed with a Lawn Permit	Not allowed	Not allowed	Not allowed
New garden/tree/shrub/perennial installations	Allowed	Allowed	Not allowed	Not allowed
Car washing at home	Allowed	Allowed	Allowed only with 2.0 GPM or less pressure washer	Not allowed
Commercial car washes	Allowed	Allowed	Only certified car washes allowed	Not allowed
New commercial car wash installations	Allowed	Allowed	Not allowed	Not allowed
Power washing	Allowed	Allowed	Not allowed	Not allowed
Serving water at restaurants	No restrictions	Served only on request	Served only on request	Served only on request
Water feature operations	Allowed	Not allowed	Not allowed	Not allowed

Water Use	Water Shortage Stage			
	Normal Restrictions	Stage 1 Restrictions (surcharge in effect)	Stage 2 Restrictions (surcharge in effect)	Stage 3 Restrictions (surcharge in effect)
Outdoor swimming pool filling	Allowed	Filling community pools allowed. Topping off private pools allowed.	Not allowed	Not allowed
Fire hydrant use		Permit required		Not allowed
Construction (soil compaction, dust control, concrete mix, architectural uses)	Allowed	Allowed	Aurora Water General Manager approval required	Not allowed
Water pipeline flushing	Best management practices witnessed by City personnel. Only use to meet health and safety requirements. When practical, use tanker trucks to reclaim water.			
Pipeline pressure testing	Best management practices witnessed by City personnel. Only use to meet health and safety requirements. When practical, use tanker trucks to reclaim water.			
Transportation of water outside City	Any request to transport potable water outside of the City of Aurora must be approved by the Aurora Water General Manager. Any requests for water for oil and gas exploration must be reviewed and approved by City Council.			
Events	Water use for special events must be approved by the Aurora Water General Manager.			
Fire protection	Hose testing allowed using City ponds. All firefighting operations will be maintained under all conditions.			

Exemptions/Exclusions

Exemptions to water use restrictions may be granted if the General Manager (or designee) determines that a hardship or special circumstance exists due to irrigation equipment that cannot meet the requirements outlined above.

Section 37-96.5-103 of the Colorado Revised Statutes authorizes the installation of up to two 55-gallon rain barrels at any single-family residence or multi-family residence with four or fewer units. Water from these rain barrels may only be used for outdoor use, such as garden irrigation. The use of rain barrels is not regulated by the WSRP.

Water wells are controlled by the State of Colorado and are permitted exclusively to a specific property. Only water wells approved by the General Manager (or designee) pursuant to section 138-154 (b) of the Aurora City Code are permissible in the City of Aurora. If a complaint is received, Water Conservation personnel will verify that the water source is from a permitted well. When well water is used for irrigation purposes, Aurora Water requests that a sign be displayed in a conspicuous place indicating well water is in use for irrigation purposes.

Dry land seeding is always permitted.

Irrigation Schedules

Irrigation schedules under each water shortage stage are provided below.

Non-drip outdoor watering is prohibited between the hours of 10 am and 6 pm, from May 1 to September 30, even during Normal Restrictions, with the exception of new sod and seed installation with a permit issued by Aurora Water Conservation. These periods of irrigation apply to the time of application and not the time an irrigation zone is started. Mandatory water schedules begin at 12:00 am and end at 11:59 pm on the assigned day when restrictions are in place.

Customers enrolled in the Large Property Watering Variance Program are prohibited from watering between 10:00 am and 6:00 pm without a permit.

Properties participating in the Water Variance Program may be required to prominently display related signage during the irrigation season. Aurora Water Conservation maintains a list of enrolled properties for enforcement measures.

Operation of any irrigation system outside of its established watering schedule may be allowed for repairs or routine maintenance without incurring a violation provided the following best management practices (BMPs) are incorporated:

- **Residential Properties:** a person is on site at all times and testing is limited to verifying proper operation and identifying problems of the irrigation system.
- **Commercial and City of Aurora Properties:** a person is on site at all times and testing is limited to verifying proper operation and identifying problems of the irrigation system. A sign must be posted in plain view indicating "irrigation repairs and system checks in progress".

Normal Restrictions – Normal Supply

Watering shall be limited to a maximum of three days per week in accordance with the following procedure:

- **Residential Accounts:** Customers may choose which days they water but watering shall not exceed three days per week.
- **Multi-family, Commercial, and Irrigation Accounts:** Customers may choose which days they water but watering shall not exceed three days per week.

Stage I Restrictions – Shortage

Watering shall be limited to a maximum of two days per week in accordance with the following procedure:

- **Residential Accounts**
 - Single family and duplex, triplex, and fourplex residences with addresses ending in an even number are allowed to irrigate on Thursdays and Sundays.
 - Single family and duplex, triplex, and fourplex residences with addresses ending in an odd number are allowed to irrigate on Wednesdays and Saturdays.
- **Multi-family, Commercial, and Irrigation Accounts**
 - Multi-family, homeowners' association (HOAs) common areas, nonresidential and other large unit or multiunit properties will be allowed to irrigate on Tuesdays and Fridays. Irrigation-only accounts will have their billing and watering variance program allocations reduced by 20%.
 - Aurora Parks and Open Space and Aurora Water can use Mondays as an alternate watering day to Tuesdays and Fridays. For all other customer classes, Mondays will be enforced as a no watering day.

Stage II Restrictions – Severe Shortage

Watering shall be limited to a maximum of one day per week in accordance with the following procedure:

- **Residential Accounts**
 - Single family and duplex, triplex, and fourplex residences with addresses ending in an even number are allowed to irrigate on Sundays.
 - Single family and duplex, triplex, and fourplex residences with addresses ending in an odd number are allowed to irrigate on Saturdays.

- **Multi-family, Commercial, and Irrigation**

- Multi-family, HOAs common areas, nonresidential and other large unit or multiunit properties will be allowed to irrigate on Tuesdays. Irrigation-only accounts will have their billing and watering variance program allocations reduced by 50%.
- Mondays will be set aside for Aurora Parks and Open Space needs and Aurora Water needs. For all other customer classes, Mondays will be enforced as a no watering day.

Stage III Restrictions – Emergency Conditions

No outdoor irrigation is allowed.

Noncompliance

Noncompliance with the lawn permit ordinance and/or the irrigation schedule shall be a violation of the WSRP and thus a violation of Section 138-190, Waste of Water, of the Aurora City Code. The following are examples of noncompliance:

- Lawn installed without a lawn permit
- Lawn installed without an inspection
- Irrigation installed without plans submittal and/or approval (non-single-family detached)
- Irrigation installed without an irrigation permit
- Irrigation installed with a permit but without an inspection
- Improper irrigation equipment used
- Irrigating or attempt to irrigate without the water meter being set
- Irrigation connection to incorrect water meter

The following are also violations of Section 138-190, Waste of Water, of the Aurora City Code:

- Irrigation to any area resulting in standing water
- Water not absorbed into the ground or flowing away from the area being irrigated
- Failure to repair irrigation system leaks
- Application of water to an impervious surface such as streets, sidewalks, driveways, etc.

Violations may result in charges being issued against the responsible party as described in Section 4 of the WSRP.

Section 4 – Enforcement

The purpose of the WSRP is to promote wise water use of the City's available water resources. Any violation of the WSRP shall be a violation of Section 138-190, Waste of Water, of the Aurora City Code and are subject to warnings, charges, and potential discontinuance of service or the installation of a flow restrictor. This enforcement is conducted by water monitors employed by Aurora to protect the interests of the public and protect public health and safety.

Water Monitors

Water monitors are hired by Aurora and receive training in customer service, public education, enforcement and safety. Water monitors will make reasonable efforts to make personal contact with the responsible party to inform them of the violation and provide the opportunity to address the situation as soon as possible, as well as to provide public education, including distributing irrigation schedules and water conservation materials. Private parties may also use the Access Aurora app or website, or contact Aurora Water Conservation 303.739.7195 to notify that a violation is occurring. As staff are available, they will be dispatched to investigate the complaint and document it accordingly.

Due to the size, public exposure, and potential negative impact to the water system of water waste in large, common and/or public areas, responsible parties may be notified through phone, email, and/or text of the violation so that the violation may be immediately addressed. This is accomplished during regular business hours.

Water monitors will document the date, time and type of watering schedule or water wasting violation and typically take photographs of the violation(s). Should the violation(s) be appealed, this data will serve as evidence that the violation actually occurred and will be supplied to the owner or responsible party upon request.

Enforcement Process

As the focus of the program is to encourage compliance, first violations are issued a warning with no charges applied. Subsequent violations have charges assessed on a graduating scale. Violation notifications will be the notice of record and may be given through one of the following methods:

- Door hanger
- Phone call
- Email
- SMS/text message
- Letter mailed through the United States Postal Service (USPS)

Where possible and appropriate, water monitors will attempt to notify the water customer by telephone or in person.

1st Violation – Warning, no charge incurred

Contact is made using one of the methods listed above. Included in this notification are the specifics of the violation and information reminding the customer of the watering restrictions and their purpose.

2nd Violation – Charge

If a second violation occurs, a notice will be left at the property as well as being sent using certified mail to the responsible party and the property owner (if different from the responsible party). Included in this notification are the specifics of the violation, information reminding the customer of the watering restrictions and their purpose, and the charges assessed. Charges for violations are separate from any water shortage surcharges incurred and are applied to the appropriate water billing account within two business days of the violation. Customers may submit an appeal within 30 days of receiving notice of violation.

Subsequent Violations – Charge and possible suspension of water service or installation of flow restrictor

Notice of subsequent violations and suspension of water service will be left at the property as well as being sent via certified mail to the responsible party and the property owner (if different from the responsible party). At the discretion of the Manager of Water Conservation and approval of the Aurora Water General Manager, a flow restrictor may be installed in lieu of suspension of service. This action will be done within seven business days following the observed subsequent violation. To reinstate water service or have the flow restrictor removed, an appeal must be sent to the Aurora Water General Manager in writing identifying the steps taken to correct the violation pattern.

Violation Remedy Timeframes

Upon notice of a water waste violation, the owner or responsible party will be allowed to correct the identified issue or comply with the WSRP without incurring subsequent violations within the following timeframes:

- **Residential Class:** Residential customers shall have seven (7) calendar days from the date of violation to correct the identified problem.
- **Commercially Owned Residential Class:** Residential customers defined as “Commercially Owned” shall have three (3) days to correct the identified problem.
- **Irrigation Only Meters:** Continuous flow through irrigation only meters, as verified using advanced metering infrastructure (AMI) data, is prohibited. Irrigation Only meters showing continuous flow after two (2) notifications will be subject to shut off. High-volume continuous flow may result in shut off prior to customer notification. In these instances, contact will be made as soon as possible following shut off.

- **Multi-family, Commercial, Irrigation, and Hydrant Classes:** Customers with multi-family, commercial, irrigation or hydrant accounts shall have three (3) days from notification to correct the problem.

Appeal Process

Owners are responsible for ensuring that their properties meet the WSRP regulations. The appeal process does not apply to warnings that have been issued. A warning violation cannot be appealed. If an owner or responsible party feels that a charge has occurred by mistake or through extenuating circumstances, a completed written appeal letter must be received by the Aurora Water Conservation Manager within 30 days of the date on the certified notification letter. The letter should include the following information:

- Specific violation in question (date, time, location of violation, and Aurora Water account number)
- Grounds for appeal
- Customer contact information (name, phone, email, and address)

Any appeal received after 30 days will not be considered and the associated charges will not be removed from the account.

Aurora Water Conservation will respond to the customer within 10 business days of receipt of an appeal request or the charge will be removed from the account. If the customer's appeal is approved, the related charge will be credited to their water billing account within the subsequent billing cycle. Should the appeal be denied, a further appeal may be made to the Aurora Water General Manager for final disposition.

MEMORANDUM

TO: Roxborough Water and Sanitation District Board of Directors

CC: TST Infrastructure, LLC File

FROM: TST Infrastructure, LLC

SUBJECT: Forcemain Cleaning 2026
Contract Award Recommendation

DATE: April 3rd, 2026

Quotes for the Forcemain Cleaning project were received by TST Infrastructure, LLC. A total of 4 quotes were received, with prices ranging from \$24,389.00 to \$60,000.00. The apparent low bidder was Flowmore Services with a bid price of \$24,389.00.

TST Infrastructure, LLC reviewed Flowmore Services quote for completeness and requested references to contact. The quote 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 on the information supplied by the references for Flowmore Services.

Based on the above, Flowmore Services is recommended for award for the Forcemain Cleaning project. Should the Roxborough Water and Sanitation District Board of Directors approve award of this Contract to Flowmore Services, the Contract will be sent via DocuSign for signature by the District.

Attachments: Summary of Reference Check Comments, dated April 3rd, 2026

MEMORANDUM

TO: Roxborough Water and Sanitation District Board of Directors

CC: TST Infrastructure, LLC File

FROM: TST Infrastructure, LLC

SUBJECT: Forcemain Cleaning 2026
Summary of Reference Check Comments

DATE: April 3rd, 2026

The following is a summary of comments from the references contacted by TST Infrastructure for pigging projects performed by Flowmore Services.

1. Macomb County Public Water Works
Cleaning (2) 22" HDPE Forcemains
Project Completion Date 2016 and Annually

- a. Macomb County Public Water Works (Engineer) – Vince – (586)615-2436

Vince began by saying they have been using Flowmore Services for their forcemain cleaning since 2016. In 2016 Flowmore Services cleaned the (2) 22" HDPE forcemains for the first time in 5 years with 3 pigs per line. Now they have Flowmore clean the same forcemains annually running just 1 pig through each line. Vince explained that the only issue in 2016 was that the first pig flipped but they were anticipating that, and Flowmore Services recommended using a low-density pig to start which ensured the pig would not get stuck. The project in 2016 was completed on time with no issues or changes to quantity of pigs needed. Vince made sure to mention that Flowmore recommended the correct number of pigs and cycles to fully clean the forcemains. Vince explained that communication with Flowmore Services has been great and they highly recommended using them for pigging projects.

2. City of Lubbock
Pigging a Raw Water Line
Project Completion Date February 2026

- a. City of Lubbock (Project Manager) – Zildjian Manicavelu – (806)775-3630

Zildjian explained that the project scope consisted of cleaning 2 separate segments of a raw water line. One segment was a 42" raw water line for 22 miles and the other was a 48" raw water line for 29 miles. Zildjian explained that the project was performed in February of this year and that it was completed on time. The only delays were due to cold weather days and no delays due to Flowmore Services. Zildjian stated that there were no issues with the equipment and no additional pigs were needed outside of Flowmore Services recommended amount. No pigs got stuck during the cleaning. Zildjian mentioned that Flowmore had three people on site; Spencer who we have been communicating with, his son, and one other Flowmore employee. Since the schedule was up to Zildjian and some days were cancelled due to cold weather, he said Spencer was able to answer calls

early in the morning and had great communication. Zildjian was very satisfied with Flowmore Services and highly recommended them for future pigging projects.

3. Revell Construction Company, Tennessee
Pigging 12 miles of 14" PVC Forcemain
Project Completion Date March 2024

- a. Revell Construction (Project Manager) – Jason Revell – (731)446-7105

Jason began by stating that he was a little confused that Flowmore Services put him down as a reference since their project was a few years ago. He then went to explain that Flowmore Services was great to work with and has some of the best pigging experts out there. Jason mentioned that he was nervous before the cleaning since the line had never been cleaned since it was built in the 1970s. Jason explained that there was so much sediment built up that the district thought they were going to have to replace the line before they looked into pigging. Jason explained the line before had a flow rate of 1000 GPM and after had a flow rate of 1600 GPM. Jason mentioned that there were no unforeseen issues and no additional pigs or equipment was needed to complete the project. Revell construction was hired by the Munford District to figure out the cleaning or replacement of the forcemain line. Flowmore provided the pigs, tracking equipment, and recommendations for pig density and quantity. There were no delays to the project, and the project was completed on time. Jason finished by saying although forcemain pigging is not what Revell Construction normally does, that he would recommend Flowmore Services for future pigging projects.

Roxborough Water and Sanitation District Forcemain Cleaning

Quote Comparison

3/2/2026

<i>Description</i>	<i>American Pipeline Solutions</i>	<i>Flowmore Services</i>	<i>SFE Global</i>	<i>Ace Pipe Cleaning</i>
Price	\$60,000.00	\$24,389.00	\$42,100.00	\$52,500.00
Number of Pigs	5 per line	5 swabs for 10", 2 swabs and 2 medium density pigs for 16"	3-4 for 10", 5 for 16"	min of 2 per line
Density of Pig	light and medium density	light and medium density	light and medium density	light and medium density
Material	poly coated foam	poly coated foam	poly coated foam	poly coated foam
Tracking	yes	yes	yes	yes
Number of Runs	5 per line	5 for each 10", 4 for 16"	3-4 for 10", 5 for 16"	min of 2 per line
Run Rate	3-5 fps	3-5 fps	2-5 fps	3-5 fps
Number of People	2 techs	2 techs	2 techs	3 techs
Length of Time	At least 4 days	4 work days	4 days	4 days
Mob/Demob	Included	Included	Included	Included
Additional Crew Cost	\$200-\$300 per hour			\$7,500 per day
Additional Pig Cost				
Received	20-Feb	26-Feb	2-Mar	27-Feb
Price Valid Until	21-Apr	26-Jun	1-Apr	28-May

FIRST AMENDED AND RESTATED

EXTENDED SERVICE AREA WATER SERVICE AGREEMENT

This **FIRST AMENDED AND RESTATED EXTENDED SERVICE AREA WATER SERVICE AGREEMENT** (“Restated Agreement”) is made and entered into this ____ day of _____, 2026 (“Effective Date”), by and between the **HIGHLANDS RANCH WATER AND SANITATION DISTRICT** (“HRW”), a quasi-municipal corporation and political subdivision of the State of Colorado (f/k/a Centennial Water and Sanitation District), whose address is 62 W. Plaza Drive, Highlands Ranch, Colorado 80126, and the **ROXBOROUGH WATER AND SANITATION DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (“RWSD”), whose address is 6222 N. Roxborough Park Rd., Littleton, Colorado 80125. Collectively these entities are referred to as the “Parties” and separately as a “Party.”

WITNESSETH

WHEREAS, each Party is a water and sanitation special district organized and operating pursuant to Section 32-1-101, C.R.S., et. seq., (the “Special District Act”); and

WHEREAS, pursuant to Section 29-1-201, C.R.S., et. seq., the Parties on or about September 16, 2015, entered into an Extended Service Area Water Service Agreement (“Agreement”); and

WHEREAS, pursuant to the Agreement, HRW treats and delivers to RWSD up to 136 acre feet per year of treated water for the purpose of allowing RWSD to serve up to 287 single-family equivalent water taps within an area identified as the Agreement Service Area; and

WHEREAS, HRW performs its water delivery obligation to RWSD under the Agreement ~~using~~by HRW’s use of ~~its~~ diversion facilities capable of withdrawing water from the mainstem of the South Platte River to divert, store and deliver raw water to the Joseph B. Blake Water Treatment Plant (“Water Treatment Plant”); and

WHEREAS, from the Water Treatment Plant, HRW transports treated water through HRW’s water supply infrastructure and distribution system using various pumping stations and lines (collectively the “System”) to the southwest portion of HRW’s service area where such treated water can be delivered to RWSD through certain points of connection, as defined Section 2.4 below (“Points of Connection”); and

WHEREAS, in exchange for HRW delivering treated water to RWSD, RWSD: (i) compensates HRW monetarily for the cost of treating and transporting the water to RWSD; and (ii) causes sufficient raw water (~~“in an amount equal to the Aurora Replacement Water”~~ as ~~hereinafter~~ defined in Section 2.6) to be made available to HRW in the mainstem of the South Platte River; to replace the water required by HRW to meet its treated water delivery commitment to RWSD under the Agreement; and

WHEREAS, RWSD complies with its Aurora Replacement Water obligation to HRW using raw water (“Aurora Water”) made available to RWSD pursuant to that certain First Amended, Restated and Combined Intergovernmental Agreement for Water Service dated January 1, 2020 entered into between RWSD and the City of Aurora (“Aurora Agreement”); and

WHEREAS, pursuant to the Aurora Agreement the City of Aurora (“Aurora”) releases sufficient raw water from Strontia Springs Reservoir to enable RWSD to meet its Aurora Replacement Water obligation to HRW; and

WHEREAS, the Agreement Service Area, as defined in Section 2.3, consists of the Plum Valley Heights Subdistrict Service Area (“Subdistrict Service Area”), and ~~the future Plum Valley Heights certain other real property that currently is not within the Subdistrict Service Area (“Future Subdistrict Service Area”) as more particularly described in Section 2.3 below~~; and

WHEREAS, the Subdistrict Service Area is coextensive with the Plum Valley Heights Subdistrict of RWSD (“Subdistrict”) established by RWSD pursuant to Section 32-1-1101(f)(I), C.R.S., for the purpose of facilitating the financing, construction and operation of the water service facilities serving the Subdistrict Service Area; and

WHEREAS, on or about August 26, 2014, RWSD and Douglas County entered into an Intergovernmental Agreement for Water Treatment Services (“Douglas County Agreement”) pursuant to which Douglas County and RWSD cooperated in financing and constructing an extension of RWSD’s water distribution system to provide water service to properties located within the Subdistrict Service Area; and

WHEREAS, before property located ~~within~~outside the ~~Future~~ Subdistrict Service Area, but within the Agreement Service Area, can receive treated water delivered by HRW to RWSD through the Points of Connection, the property must be included into RWSD and the Subdistrict; and

WHEREAS, RWSD has requested an increase in the number of single-family equivalent water taps that RWSD can serve within the Agreement Service Area from 287 to 330 single-family equivalent water taps; and

WHEREAS, in exchange for RWSD delivering to HRW sufficient Aurora Replacement Water for each of the water taps served by RWSD under this Restated Agreement, HRW is willing to grant RWSD’s request to increase the number of water taps RWSD can serve within the Agreement Service Area; and

WHEREAS, the Parties desire to restate and amend the Agreement for various reasons, including removing references to RWSD agreements with third-parties that have been superseded and to increase the number of single-family equivalent water taps RWSD can serve, subject to this Restated Agreement, within the Agreement Service Area.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual agreements contained herein, and for other valuable consideration, the receipt, adequacy, and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. ATTACHMENTS

1.1. Attached to this Restated Agreement and incorporated herein by this reference are the following attachments which may be amended from time to time without full amendment of this Restated Agreement and which govern other matters related to the provision of water service:

Attachment 1 – Points of Connection and Pressure

Attachment 2 – RWSD Facilities Used to Supply the Subdistrict Service Area

Attachment 3 – Agreement Service Area

Attachment 4 – HRW Rules and Regulations

Attachment 5 – First Amended, Restated and Combined Intergovernmental Agreement for Water Supply dated January 1, 2020 between RWSD acting by and through its water activity enterprise, and the City of Aurora, acting by and through its utility enterprise.

Attachment 6 – RWSD – Douglas County Intergovernmental Agreement

Attachment 7 – Accounting Procedures for Aurora water released to HRW.

II. DEFINITIONS

2.1. HRW Facilities. “HRW Facilities” shall mean that portion of the System used by HRW to comply with the provisions of this Restated Agreement.

2.2. RWSD Facilities. “RWSD Facilities” shall mean that portion of the RWSD water system used by RWSD to supply water to the Subdistrict Service Area. The RWSD Facilities are depicted on Attachment 2, which shall be amended if, as, and when additional facilities are constructed, and the record drawings for any such RWSD Facilities shall be filed with HRW’s Engineer. RWSD is responsible for the ownership and maintenance of all RWSD Facilities necessary to connect to HRW’s Facilities including the Points of Connection.

2.3. Agreement Service Area. “Agreement Service Area” shall mean the real property described and depicted on Attachment 3; which, subject to the conditions set forth in this Restated Agreement, is approved for service by HRW ~~and which consists of two parcels of land identified as Parcel No. 1 and Parcel No. 2. Parcel No. 1 is the Subdistrict Service Area; and Parcel No. 2 is the Future Subdistrict Service Area.~~ Nothing herein contained shall mean or be construed to require HRW to deliver any

treated water to RWSD for distribution within the Agreement Service Area to serve in excess of the 330 single-family equivalent taps provided for herein. ~~That portion of the Agreement Service Area, identified as Parcel No. 2 and not presently located within the boundaries of RWSD and the Subdistrict may be included into RWSD and the Subdistrict without the consent of HRW in the future.~~

The Agreement Service Area may not be expanded beyond the area described on Attachment 3 without the express written consent of HRW and RWSD, which consent may be withheld by either Party for any reason or no reason. If any real property that was previously included in the Agreement Service Area is excluded from ~~RWSD~~the Subdistrict Service Area such excluded property shall also automatically be excluded from the Agreement Service Area without further action by the Parties. RWSD shall give written notice of such exclusion to HRW and shall provide a new Attachment 3 to substitute for the current Attachment 3 to this Restated Agreement as soon as possible. HRW shall not provide water to RWSD pursuant to this Restated Agreement for service within any area so excluded from the Agreement Service Area. HRW shall not be under any obligation to deliver treated water for service to any area within the Agreement Service Area that has not been included into the Subdistrict Service Area.

~~The~~Further, the Parties agree that HRW is not obligated to and shall not deliver treated water to any area outside the Agreement Service Area, pursuant to this Restated Agreement.

2.4. Points of Connection. “Point(s) of Connection” shall mean the points at which the HRW Facilities and RWSD Facilities physically connect. Attachment 1 sets forth the location of each Point of Connection for water service only to RWSD. At each Point of Connection for water service, there is a master meter, shutoff valve, and backflow prevention device that RWSD has installed at its expense and which RWSD represents complies with the Rules and Regulations of HRW in effect as of the date of this Restated Agreement. For purposes of this Restated Agreement, Points of Connection shall mean and include the physical connection to the HRW pipeline, the vault, master meter, all necessary valves, sleeves, saddles or fittings and backflow prevention devices for each connection. Attachment 1 will be amended by the Parties if additional Points of Connection to HRW Facilities are approved by the Parties and constructed by RWSD.

The location of all existing master meters has been approved by HRW. The location of any future master meters must be approved by HRW. All master meters, including any existing master meters, must have a remote readout device placed in a location approved by HRW. As to each Point of Connection, RWSD has provided the vault and associated plumbing, and for any future Point of Connection RWSD shall also provide the vault and associated plumbing. All Point of Connection vaults shall be maintained by RWSD so that at all times the vault will be conveniently accessible and in good order to permit maintenance of master meters and turning water on and off.

2.5. Single-Family Equivalent Tap. A Single-Family Equivalent Tap (“SFE”) is a ¾ inch water tap. Tap sizes greater than ¾ inch are expressed in multiple SFEs. For purposes of this Restated Agreement, HRW shall provide treated water to the Points of Connection, for distribution by RWSD within the Agreement Service Area, for a maximum of 330 SFEs. The methodology for determining the equivalency of any tap that is larger than ¾ inch or that is used for purposes other than residential shall be determined by HRW in accordance with HRW’s methodology for determining such equivalency.

~~2.6. Replacement Metered Water. Replacement Metered Water means the raw water that Aurora has agreed with RWSD to release from the Strontia Springs Reservoir and make available to HRW in the South Platte River on a monthly basis in an amount equal to the prior months metered volume of water HRW volume of water delivered by HRW to RWSD through the Points of Connection, plus as metered by HRW on a monthly basis.~~

~~2.6.2.7. HRW Water Losses. HRW Water Losses means the volume of water that HRW loses on a replacement percentage (currently 9.5% “Replacement Percentage”) to replace transit losses monthly basis in meeting HRW’s water delivery obligation to RWSD consisting of: (i) the water lost in conveying water to the Points of Connection (2.5%) and % of Metered Water), plus system losses (7%), % of Metered Water), plus monthly evaporation losses at Chatfield Reservoir as calculated by the State Engineer.~~

~~2.8. Aurora Replacement Water. Aurora Replacement Water means an amount of raw water that is equal to the sum of Metered Water plus HRW Water Losses, which amount RWSD will cause Aurora to release on a monthly basis from the Strontia Springs Reservoir to the mainstem of the South Platte River for HRW to withdraw for purposes of meeting its water delivery obligations hereunder to RWSD.~~

III. TERMS AND CONDITIONS OF SERVICE

3.1. Construction of RWSD Facilities. RWSD has provided HRW with as-built construction drawings for the RWSD Facilities, which RWSD represents were constructed in accordance with plans and specifications approved by HRW. Further, RWSD installed and has operated, and maintained and will continue to operate, maintain, repair, and replace at its own expense, the RWSD Facilities, including the Points of Connection. All plans and specifications for construction of any new Points of Connection or for any modifications or upgrades to the existing Points of Connection, must be approved by engineers for HRW, or by the HRW Board of Directors. Construction of any changes or modifications to the Points of Connection must comply with all applicable HRW’s System specifications. Construction of any new RWSD Facilities, exclusive of the Points of Connection, shall be pursuant to plans approved by RWSD’s engineers, and according to RWSD’s standards, and are not subject to approval by HRW.

RWSD acknowledges that HRW has provided all easements required by RWSD for any RWSD Facilities that cross HRW land and that are necessary for RWSD to provide water service to the Agreement Service Area. All such easements were provided to RWSD at no cost. HRW will assist RWSD in obtaining any future easements needed from property owners within HRW's service area and that are necessary to provide water services to the Agreement Service Area.

It is specifically understood that all prior review of plans and specifications, inspections and other requirements made by HRW and any future review of plans and specifications, inspections and other requirements of HRW as provided herein, are solely for HRW's own purposes and protection and for no other purpose and do not relieve RWSD of any responsibilities hereunder.

3.2. Connections. RWSD represents that all connections made at the Points of Connection and the use thereof have been approved by HRW and were made in full compliance with HRW's Rules and Regulations in effect at the time said connections were made. Further, RWSD agrees that HRW's Rules and Regulations are consistent with the regulations of the Colorado Department of Public Health and Environment and the Environmental Protection Agency. The Parties acknowledge that all aforementioned Rules and Regulations, including those of RWSD, may vary from time to time. The Parties agree that the applicable HRW Rules and Regulations, as they exist as of the date of this Restated Agreement, shall be complied with. Any change to HRW's Rules and Regulations made after the date of this Restated Agreement shall not apply to the subject matter herein, unless said change is necessitated by the Colorado Department of Public Health and Environment, the Environmental Protection Agency, or other State or Federal agency. In the case of a change to HRW's Rules and Regulations necessitated by a State or Federal agency, the Parties will amend this Restated Agreement to address such change. RWSD represents that all existing connections made at the Points of Connection are in full compliance with this Restated Agreement and all future connections, if any, made at the Points of Connection and the use thereof shall be in full compliance with this Restated Agreement or any other supplemental agreement between the Parties governing water service.

HRW agrees that RWSD has restored, as nearly as practicable to the condition prior to disturbance, all lands lying within Highlands Ranch including any of the streets, roadways, alleys, or grounds which RWSD disturbed in installing, operating, maintaining, replacing, or enlarging the RWSD Facilities, including the Points of Connection. From and after the date of this Restated Agreement, RWSD agrees that it will restore, as nearly as practicable to the condition prior to disturbance, all lands lying within Highlands Ranch including any of the streets, roadways, alleys, or grounds which RWSD may disturb in installing, operating, maintaining, replacing, or enlarging the RWSD Facilities, including the Points of Connection. With respect to the use by RWSD or its contractors of any streets, roadways, alleys, or grounds lying within and without Highlands Ranch, RWSD will, to the extent permitted by law, hold HRW harmless from any and all claims arising directly or indirectly out of the exercise of the authority granted

herein; provided, however, HRW agrees that it shall not accept or pay any such claims until RWSD has been given adequate notice of each and every claim in writing and has had full opportunity to contest the same if RWSD so desires, at its own expense. RWSD agrees that it has and will continue to furnish HRW satisfactory proof that it is insured by a public liability insurance carrier authorized to do business in the State of Colorado in amounts that are not less than the current limits as set forth in the Colorado Governmental Immunity Act, Section 24-10-101, C.R.S., and that all such policies shall name HRW as an additional insured.

3.3. Capacity. HRW agrees that by RWSD's purchase of up to 330 SFEs, HRW will allocate for RWSD's benefit sufficient capacity in HRW's Facilities for the treatment and delivery of the amounts of water at the Points of Connection as defined in Sections 5.1 and 5.3. All such SFE's shall be allocated to, used, and connected only within the Agreement Service Area.

Notwithstanding any other provision contained in this Restated Agreement to the contrary, it is agreed that HRW retains the right to the total use of the capacity of all HRW Facilities not hereby contracted for. Further it is agreed that at no time in the future shall RWSD connect SFEs to RWSD Facilities served from the Points of Connection in excess of the number of SFE's paid for pursuant to this Restated Agreement up to a maximum of 330 SFEs.

3.4. Service Provided. The service available for RWSD at the Points of Connection is for a maximum of 330 SFEs that are to be used and connected only within the Agreement Service Area. The volume of water that HRW is obligated to deliver to RWSD for said 330 SFEs shall at no time exceed 157 acre feet per year. HRW will use its best efforts to deliver treated water at a pressure or rate of flow, as shown on Attachment 1. All water provided by HRW pursuant to this Restated Agreement shall be delivered to the Points of Connection at a quality that meets or exceeds all Colorado Department of Public Health and Environment standards for potable water. Notwithstanding any other provision contained in this Restated Agreement to the contrary, nothing contained herein shall entitle RWSD to connect at any time more than 330 SFEs within the Agreement Service Area.

Water quality determinations may be made by HRW at such Points of Connection from time to time. The cost of maintaining, operating, repairing, and replacing the metering equipment at the Points of Connection shall be borne by RWSD. In the case of failure of a meter, volume shall be estimated by HRW upon the basis of a comparable period, adjusted by the number of users, as determined by HRW.

3.5. Repairs and Maintenance. It is understood and agreed that HRW assumes no responsibility for the operation and maintenance of RWSD Facilities for any reason, including if those RWSD Facilities become clogged, broken, or require any maintenance of any kind or nature. Likewise, it is further understood and agreed that RWSD assumes no responsibility for the operation and maintenance of HRW Facilities for any reason,

including if those HRW Facilities become clogged, broken, or require any maintenance of any kind or nature.

If any of RWSD Facilities require repair or do not function properly, RWSD will, at its own expense and at no expense to HRW, repair or rebuild such lines. If any of HRW's Facilities require repair or do not function properly, HRW will, at its own expense and at no expense to RWSD, repair or rebuild such Facilities. HRW reserves the right to inspect all construction, operations, and maintenance of the Points of Connection, but no other RWSD Facilities, during the term of this Restated Agreement.

3.6. Term of Restated Agreement. Unless otherwise terminated by mutual agreement of the Parties, the initial term of this Restated Agreement shall be for a period of 50 years beginning January 1, 2026 and ending December 31, 2075; provided, however, this Restated Agreement shall automatically renew for a term of ten (10) years at the end of the initial term and each subsequent term ~~unless HRW has provided RWSD with notice of non-renewal at least two years before the end of the term then in effect.~~ thereafter; provided, however, HRW may suspend treated water deliveries at any time RWSD is in default of this Restated Agreement, including but not limited to RWSD's obligation to cause Aurora Replacement Water to be made available to HRW in the mainstem of the South Platte River.

IV. COMPENSATION FOR WATER SERVICES

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4.1. Subdistrict Mill Levy and Costs. HRW and RWSD acknowledge that the mill levy imposed upon customers within the Subdistrict and the costs associated with extending RWSD Facilities within the Subdistrict Service Area, as the same now exists or may hereafter be enlarged, impact the structure of rates that RWSD will charge its customers within the Agreement Service Area, and in turn impacts the compensation RWSD agrees to pay pursuant to this Restated Agreement.

4.2. Payment of Compensation by RWSD to HRW for Water Service. HRW shall charge, and RWSD shall pay, monthly for all water services furnished to RWSD by HRW at the compensation amounts established by this Restated Agreement. The compensation payable by RWSD shall include a component based on water consumption as measured at the Points of Connection ("HRW Rate") and a fixed fee component based on service availability charges ("SAC"). The basis for the rates payable by RWSD is described in Section 4.3, and is established such that the rates payable by RWSD bear a reasonable relation to the actual cost of providing treated water to RWSD in accordance with this Restated Agreement.

4.3. Calculation of Rates and Charges. Components of the compensation to be paid by RWSD are as follows:

- (a) The HRW Rate is equivalent to RWSD's Tier 1 (0-20,000 gallons per month) Base Water Usage Rate.

- (b) The HRW Rate will increase or decrease if RWSD changes its portion of the RWSD Base Water Usage Rate the first of the month following the change by RWSD.
- (c) The SAC is designed to recover the components of HRW's fixed charges plus operating costs not recovered as the result of the limitation on the HRW Rate described in 4.3(a) and 4.3(b). RWSD charges for each SFE within the Agreement Service Area a monthly Base Water Charge, which includes a "Water Treatment and Distribution" component. RWSD will remit to HRW an amount equivalent to 30% of the Water Treatment and Distribution component of its Base Water Charge on monthly basis as payment for the SAC.
- (d) If the Water Treatment and Distribution component of RWSD's Base Water Charge changes, the amount of the SAC shall be modified in the month following the change by RWSD.
- (e) The allocations as described above shall remain in effect if there is no material change to the methodology used by RWSD in setting its rates and fees. In the event of a material change in the methodology used by RWSD, the Parties will amend this Restated Agreement to address such change, but until such amendment HRW shall continue to charge the HRW Rate and the SAC rate last charged to RWSD, unless such charges are not adequately covering HRW's cost of providing service in which case the amount of the compensation payable to HRW shall be such that HRW adequately covers all of its costs incurred in providing water service under this Restated Agreement.

4.4. Additional Compensation.

- (a) For Excess Water Usage, as defined in Section 6.2, HRW will be compensated as follows:
 - 1) For the amount that exceeds the amount calculated pursuant to Section 5.3 but is less than the amount in Section 5.1 the greater of an amount equivalent to: (A) RWSD's Tier 1 (0-20,000 gallons per month) Base Water Usage Rate including that portion paid to Aurora pursuant to the Aurora Agreement, or (B) the amount that would be charged applying the second tier rate charged Northern Douglas County Water and Sanitation District ("NDCWSD").
 - 2) For the amount that is calculated as a result of exceeding the amount calculated in Section 5.1 the amount that would be payable based on a rate equivalent to: (A) RWSD's Tier 2 (20,001-40,000 gallons per month) Base Water Usage Rate including the portion paid to Aurora

pursuant to the Aurora Agreement, or (B) if greater, the amount that would be charged applying the third tier rate charged NDCWSD.

- (b) For Aurora Emergency Water Shortage as defined in Section 6.1 - Failure to supply water from Aurora. HRW will be compensated an amount equivalent to RWSD's Tier 1 (0-20,000 gallons per month) Base Water Usage Rate including the portion paid to Aurora pursuant to the Aurora Agreement subject to the conditions of 4.4(a).

4.5. Capacity Fees. HRW has charged and will charge RWSD a Capacity Fee based on calculations as of January 1, 2015, for each SFE connected during the Initial Construction Period. The initial Capacity Fee was \$9,800 per SFE. The Initial Construction Period was the period ending 24 months following substantial completion of the RWSD Facilities, which occurred on or about August 17, 2017. The Capacity Fee must be paid prior to connection to RWSD's system for all existing homes and businesses within the Agreement Service Area. HRW reserves the right to increase said Capacity Fee effective January 1 of the year following December 31, _____ and each subsequent year thereafter. The increase will be limited to a percentage change calculated by the change in the Denver-Boulder-Greeley CPI index from January 1, 2015 to January 1 of the appropriate year. Any additional properties connected after August 17, 2017 that receive water service through the Points of Connection, the then-current Capacity Fee will be paid to HRW at time of connection.

4.6. RWSD Charges. Nothing herein shall prevent RWSD from imposing its own rates, fees, tolls, penalties or charges, including tap fees, water service charges and/or surcharges or other revenue-raising devices permitted by law, with respect to properties within RWSD's boundaries.

V. WATER SUPPLY AND USAGE

5.1. RWSD Raw Source Water Delivery and Diversion. It is the intent of this Restated Agreement that to replace the water required by HRW to meet its service commitment to the Agreement Service Area, RWSD shall deliver to HRW ~~raw water made available to RWSD pursuant to the Aurora Agreement, released from Strontia Springs Reservoir in an amount equal to the number of connected SFEs within the Agreement Service Area multiplied by .4737 acre feet times 1.095 (transit losses and system losses), plus monthly evaporation losses at Chatfield Reservoir, as determined by the State Engineer.~~ Aurora Replacement Water. Such Aurora Replacement Water deliveries shall be made in arrears on a monthly basis as described in Section 5.2 below. While RWSD agrees to cause to be released Aurora Replacement Water ~~pursuant to the Aurora Agreement~~, HRW may, in its sole discretion, and provided it is compensated therefore in accordance with the provisions of Section IV of this Restated Agreement, substitute water from any source legally available to it, including but not limited to non-tributary groundwater, such that RWSD receives the same quantity, rate, reuse, and volume of delivery that it would have received if RWSD were providing the water to the

Agreement Service Area directly. Notwithstanding any other provision contained in this Restated Agreement to the contrary, if HRW does not receive Aurora Replacement Water as contemplated by this Restated Agreement for two or more consecutive months, HRW may, after thirty (30) days written notice to RWSD terminate this Restated Agreement. Termination of the Restated Agreement, however, shall not relieve RWSD of its obligation to pay for the water delivered by HRW to RWSD prior to termination.

5.2. Accounting for and Timing of Delivery and Storage of Water. Attachment 7 defines the methodology used for accounting for the amount of Aurora Replacement Water that RWSD must release on a monthly basis to replace the water required by HRW to meet its water service commitment to the Agreement Service Area. ~~Said amount shall include the prior month's metered water deliveries to the Points of Connection, plus the Replacement Percentage, plus the percentage of evaporation loss from Chatfield Reservoir for the month, as calculated by the State Engineer.~~

5.3. Water Deliveries to the Points of Connection. HRW ~~will be~~ is obligated to deliver annually to the Points of Connection, for use within the Agreement Service Area, ~~only the an~~ amount of water that is equal to the Aurora Replacement Water released from Strontia Springs Reservoir, less 9.5% percent and less the amount of evaporation as calculated by the State Engineer (collectively the "Reduction Percentage"), HRW Water Losses at the pressures defined on Attachment 1 and at the ~~rates~~ set forth in Section 4. ~~The Reduction Percentage calculation for determining HRW Water Losses will be reviewed by the Parties every three years from the initial approval date of this Restated Agreement to determine whether the amount is still appropriate. The Reduction Percentage is based on the sum of the stream transport losses currently charged at 2.5%, plus HRW's unaccounted for system losses which includes distribution and treatment losses that at the present time are approximately 7%, plus evaporation losses at Chatfield Reservoir as determined monthly by the State Engineer. If the Reduction Percentage calculation of HRW Water Losses is no longer appropriate in that it does not, in the opinion of HRW, accurately reflect the losses incurred by HRW in providing service to the Agreement Service Area volume of water loss through conveyance losses, system losses and evaporation losses at Chatfield Reservoir, it will be adjusted to reflect the such actual losses from the sources described above, as best as can be determined by HRW.~~

Water supplied by HRW may be a mixture of water from well and surface supplies at HRW's election. Nevertheless, all water delivered by HRW to the Points of Connection shall meet State and Federal drinking water quality criteria. HRW shall have no obligation for the quality of water after the water has been delivered to the Points of Connection, unless the degradation in water quality is due to the negligence of HRW or its contractors.

RWSD shall be responsible for sampling and testing water beyond the Points of Connection as required by State and Federal drinking water quality criteria. No other person shall have any interest, control, responsibility or liability over such water. As its

separate and distinct property, RWSD may sell, lease, assign, encumber or otherwise alienate its interest in its water to any third party, provided that in no event shall such action by RWSD create any obligation or liability of HRW to such third party, relieve RWSD of any of the responsibilities under this Restated Agreement, nor shall such third party acquire any rights under this Restated Agreement, expressly or by implication. The Parties expressly acknowledge that there are and can be no intended or incidental third-party beneficiaries under this Restated Agreement.

5.4. Water Rights Separate Property. Except as otherwise provided in Section 5.2 of this Restated Agreement, the Parties acknowledge that all water and water rights owned by each of the individual Parties, and all water provided pursuant to a contractual right to use water, are ultimately intended for the use of those individual Parties. This Restated Agreement confers no permanent rights in water, or water rights beyond the express agreements set forth in this Restated Agreement.

5.5. Priority of Use. So long as RWSD causes to be released from the Strontia Springs Reservoir the amount of water described in Section 5.1, HRW shall deliver water to the Points of Connection as required to satisfy the service levels described in Section 5.3, subject however to any restrictions or limitations that may be imposed by HRW within its service area. In the event RWSD imposes use limitations on its customers, RWSD may limit the amount of water released from the Strontia Springs Reservoir and in turn, may impose use restrictions within the Agreement Service Area. If RWSD limits the amount of water released from Strontia Springs Reservoir, then HRW may limit the amount of water delivered to the Agreement Service Area to avoid HRW having to use HRW water as opposed to Aurora Water for purposes of providing water service to the Agreement Service Area.

5.6. Shut-off of Water Service. Each of the parties to this Restated Agreement recognizes in the other the right to enforce the terms of this Restated Agreement by turning off or disconnecting the supply of water to those who violate such terms. In the event RWSD fails to make payments as provided herein, RWSD agrees that neither it nor any of its officers, employees or agents by its authority will turn on any service at any Point of Connection after the same shall have been turned off by HRW, as a result of RWSD's non-payment, except by written authority from HRW to do so. Prior to HRW exercising its right to shut-off water delivery to the Agreement Service Area in the event of non-payment by RWSD, HRW agrees to provide RWSD five (5) days notice prior to suspending or discontinuing the delivery of water to the Agreement Service Area.

5.7. Other Water Supply. RWSD agrees that, for so long as this Restated Agreement is in effect, it will supply no water in the Agreement Service Area except that secured from the Points of Connection and RWSD will devote its RWSD Facilities, throughout the term of this Restated Agreement, to that function. HRW acknowledges and agrees that certain properties within the Agreement Service Area have existing wells, which provide service to those properties, and that after connection of those properties to the RWSD Facilities, the properties are permitted to use the existing wells for outdoor

irrigation use only with no cross connections to RWSD Facilities. Further, as long as this Restated Agreement is in effect, RWSD agrees that it will make available to all active RWSD customers in the Agreement Service Area up to 0.44 acre feet of water per SFE.

5.8. Ownership, Use, Reuse and Treatment of Water. All Aurora Water released by RWSD from the Strontia Springs Reservoir as provided herein, is water made available pursuant to the Aurora Agreement. All water provided pursuant to the Aurora Agreement, is single-use water, and there is no reuse of the same, nor are there any return-flow credits associated with the same. To the extent any rights to make a succession of uses of such water exist, those rights are held entirely by the City of Aurora.

VI. EMERGENCY WATER SERVICE

6.1. Variability of Water Sources and Ability to Supply. Both Parties to this Restated Agreement recognize that the water supply for the Denver Metropolitan Area is dependent upon sources which are variable in quantity and beyond the control of HRW and RWSD. Consequently, it is judicious to provide for a situation when either:

- (a) Aurora has not released from Strontia Springs Reservoir its contracted amount of water as required by the Aurora Agreement (“Aurora Emergency Water Shortage”),
- (b) HRW cannot, due to conditions beyond its control, deliver the Aurora Water from Chatfield Reservoir to the Points of Connection because there is no diversion facility or pumping capacity available to HRW from Chatfield Reservoir to the Water Treatment Plant or due to the Water Treatment Plant being non-operational. (“HRW Emergency Water Shortage”).

6.2. Excess Water Usage. Both Parties to this Restated Agreement recognize that the water supply defined in Section 5.1 is limited by the Aurora Agreement. Consequently, it is judicious to provide for a situation when metered water usage may exceed the limits defined in Section 5.1 and 5.3. (“Excess Water Usage”).

6.3. Differential in Water Deliveries. When there is either an Aurora Emergency Water Shortage or Excess Water Usage and RWSD requests and HRW delivers water to the Points of Connection in excess of the amount of raw water released from Strontia Springs Reservoir, the HRW Rate shall be subject to 4.4 above.

6.4. Priority of Use. When there is either an Aurora Emergency Water Shortage and HRW delivers water to the Points of Connection in excess of the raw water released from Strontia Springs Reservoir less ~~the Reduction Percentage~~HRW Water Losses, or when there is a HRW Emergency Water Shortage RWSD understands and agrees that such delivery may be subject to the following order of priority consistent with any restrictions placed on other HRW service areas.

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- (a) Restriction or rationing of use, which can be accomplished without serious injury to person or property, and prohibition of non-essential uses.
- (b) Prohibition of irrigation except for commercial greenhouses.
- (c) Prohibition of every use except for domestic use and for essential enterprises and industries.
- (d) Prohibition of all use except domestic use.
- (e) Restriction or rationing of domestic use.

VII. DEFAULTS

7.1. Defaults by RWSD. A default by RWSD shall exist if RWSD shall fail to pay when due any amounts due hereunder, or shall fail to comply with any agreement, term, covenant or condition in this Restated Agreement applicable to RWSD, and such breach, failure to pay or failure to comply shall continue for a period of thirty (30) days after notice thereof given by HRW to RWSD, or, if such breach or failure to comply cannot reasonably be cured within such thirty (30) day period, if RWSD shall not in good faith commence to cure such breach or failure to comply within such thirty (30) day period, and shall not diligently proceed therewith to completion.

7.2. Defaults by HRW. A default by HRW shall exist if HRW shall fail to deliver water to the Points of Connection as required herein, or shall fail to comply with any agreement, term, covenant, or condition in this Restated Agreement applicable to HRW, and such breach, failure to deliver water, or failure to comply shall continue for a period of thirty (30) days after notice thereof given by RWSD to HRW; or, if such breach, failure to deliver water, or failure to comply cannot reasonably be cured within said thirty (30) day period, HRW shall not in good faith commence to cure such breach, failure to deliver water, or failure to comply within said thirty (30) day period, and shall not diligently proceed therewith to completion.

7.3. Waiver. The waiver of any breach of any provision of this Restated Agreement by any Party shall not constitute a continuing waiver of any subsequent breach of said Party, either for breach of the same or for breach of any other provision of this Restated Agreement.

7.4. Specific Performance-Damages. Provided it is not in default hereunder, either Party may enforce its rights under this Restated Agreement by specific performance under the laws of the State of Colorado, and may seek all other relief, including monetary damages, to which it is entitled under the laws of the State of Colorado.

7.5. Disconnection. If RWSD is in default as provided in Paragraph 7.1, HRW may, in addition to any other remedies set out in this Restated Agreement, give RWSD notice in writing thereof and may disconnect service one year thereafter. During said one year period HRW may deny RWSD the right to make any additional connections to either

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HRW's or RWSD's Facilities. If this Restated Agreement is terminated under this provision, RWSD's rights hereunder shall terminate and RWSD shall have no claim or right of any kind against HRW or HRW's Facilities.

VIII. MISCELLANEOUS

8.1. Terms Intertwined. Each paragraph and term of this Restated Agreement is intertwined with the others and is not severable unless by mutual consent of the Parties.

8.2. Unenforceability. If any portion of this Restated Agreement is held invalid or unenforceable for any reason by a court of competent jurisdiction as to any Party, the Parties agree to use their best efforts to reform as soon as possible any such invalidity and achieve a valid agreement that accomplishes the purposes of this Restated Agreement as originally intended.

8.3. Enforcement. The Parties agree that this Restated Agreement and its application shall be construed in accordance with the laws of the State of Colorado and may be enforced in law or in equity for specific performance, injunctive, or other appropriate relief, including damages, as may be available according to the laws of the State of Colorado. It is specifically understood that by executing this Restated Agreement each Party commits itself to perform pursuant to the terms hereof, and that any breach hereof resulting in any recoverable damages shall not thereby cause the termination of any obligations created by this Restated Agreement unless such termination is requested by the Party not in breach hereof.

The Parties agree that in performing their respective obligations under this Restated Agreement, they shall each comply with all laws, rules, regulations, ordinances and orders of any governmental authority having jurisdiction.

8.4. Venue. Venue for the trial of any action arising out of any dispute hereunder shall be in the District Court in and for the County of Douglas, State of Colorado.

8.5. Attorneys' Fees. In any action or proceeding to enforce or contest any provision of this Restated Agreement, the prevailing party shall be entitled to recover all costs and expenses, including attorneys' fees, reasonably incurred by that party in connection with such action or proceeding.

8.6. Survival of Representations. Neither this Restated Agreement nor any provision hereof shall be deemed to have merged into any deed, easement, lease, contract or other instrument conveying or concerning any interest in the land, water rights or any other type of real property referenced herein, but shall survive each instrument and transfer, nevertheless, and be binding and obligatory upon all of the Parties.

8.7. Non-Assignability and No Subleases. Neither of the Parties may assign its rights nor delegate its duties under this Restated Agreement without the prior written

consent of the other Party which permission may be granted or withheld at a Party's sole discretion.

8.8. Binding Nature. This Restated Agreement and the rights and obligations created hereby shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns in the event assignment is allowed.

8.9. No Construction against Drafter. The Parties hereto, with each having the advice of legal counsel and an equal opportunity to contribute to its content, jointly drafted this Restated Agreement. Accordingly, the Parties agree the legal doctrine of construction against the drafter will not be applied should any dispute arise concerning this Restated Agreement.

8.10. Entire Restated Agreement. This Restated Agreement and any attachments or schedules referred to herein constitute the final and complete expression of the Parties' Restated Agreement with respect to their respective rights and obligations, except to the extent that this Restated Agreement may later be amended by instrument in writing, duly executed by each Party. Each Party agrees that it has not relied upon or regarded as binding any prior negotiations, representations or understandings, whether oral or written, except as expressly set forth herein. This Restated Agreement supersedes and replaces the Agreement which as of the effective date is of no further force and effect.

8.11. Effective Date. The effective date of this Restated Agreement will be the date on which has been fully executed by both Parties, which date shall be the date first set forth in the introductory paragraph herein.

8.12. Non-Business Days. If any date for any action under this Restated Agreement or agreements made pursuant hereto falls on a Saturday, Sunday, or a day that is a "legal holiday" as such term, is defined in Rule 6 of the Colorado Rules of Civil Procedure, then the relevant date shall be extended automatically until the next business day.

8.13. Failure to Perform Due to Force Majeure. Subject to the terms and conditions in this Section, neither of the Parties to this Restated Agreement shall be liable for any delay or failure to perform under this Restated Agreement due solely to conditions or events of force majeure, as that term is specifically defined herein; provided that: A) the non-performing Party gives the other Party prompt written notice describing the particulars of the occurrence of the force majeure; B) the suspension of performance is of no greater scope and of no longer duration than is required by the force majeure event or condition; and C) the non-performing Party proceeds with reasonable diligence to remedy its inability to perform, and provides weekly progress reports to the other Party describing the actions taken to remedy the consequences of the force majeure event or condition. As used herein force majeure shall mean any delay or failure of a Party to perform its obligations under this Restated Agreement caused by events beyond the Party's reasonable control, and without the fault or negligence of the Party, including,

without limitation A) changes in state or federal law or administrative practice concerning, water rights administration, water quality or permit requirements, B) acts of God, C) sudden actions of the elements such as floods, earthquakes, storms, or tornadoes, D) sabotage, E) vandalism beyond that which can be reasonably prevented by the Party, F) terrorism, G) war, H) riots, I) fire, J) explosion, K) severe cold or hot weather, L) extreme snow, M) drought consequences that prevent water made available to RWSD pursuant to the Aurora Agreement from being released from the Strontia Springs Reservoir N) other extreme weather conditions, O) blockades, P) insurrection, Q) strike, slow down or labor disruptions (even if such difficulties could be resolved by conceding to the demands of a labor group); R) actions by federal, state, municipal, or any other government or agency (including but not limited to, the adoption or change in any rule or regulation or environmental constraint imposed by federal, state or local government bodies) but only if such requirements, actions, or failures to act prevent or delay performance, and except for actions by the Parties themselves, S) inability, despite due diligence, to obtain required licenses, permits or approvals, and, T) changes of law relating to financial obligations, revenues and budgetary matters concerning Colorado local governments. In the event a force majeure event or condition prevents HRW from delivering any of the agreed upon amounts of water to RWSD, HRW will not be entitled to any payment for water that is not delivered. In no event will any delay or failure of performance caused by any conditions or events of force majeure extend this Restated Agreement beyond its stated term. In the event any delay or failure of performance on the part of the Party claiming force majeure continues for an uninterrupted period of more than one hundred twenty (120) days from its occurrence or inception as noticed pursuant to this paragraph, the Party not claiming force majeure may, at any time following the end of such one hundred twenty (120) day period, terminate this Restated Agreement upon written notice to the Party claiming force majeure, without further obligation except as to costs and balances incurred prior to the effective date of such termination.

8.14. No Third-Party Beneficiaries. None of the terms, conditions or covenants contained in this Restated Agreement shall be deemed to be for the benefit of any person, customer or user not a Party hereto.

8.15. Headings and Titles. Paragraph headings and titles contained in this Restated Agreement are intended for convenience and reference only and are not intended to define, limit, or describe the scope or intent of any provision of this Restated Agreement.

8.16. Notices. All notices under this Restated Agreement shall be in writing, signed by the Party giving the same and shall be deemed properly given and received when actually given and receipted for or three business days after mailing if sent by registered or certified United States mail, postage prepaid, addressed to the Party to receive the notice at the address set forth for such Party as follows unless written notification is given that a new address should be used:

If to HRW:

Samuel Calkins, General Manager
62 West Plaza Drive
Highlands Ranch, CO 80129

With a copy to:
Timothy J. Flynn
Ireland Stapleton Pryor & Pascoe, PC
1660 Lincoln Street, Suite 3000
Denver, CO 80264

If to RWSD:
Mike Marcum, General Manager
6222 N. Roxborough Park Rd.
Littleton, CO 80125

With a copy to:
Alan D. Pogue, General Counsel
Icenogle Seaver Pogue, P.C.
4725 S. Monaco Street, Suite 225
Denver, CO 80237

IN WITNESS WHEREOF, the Parties hereto have executed this First Amended and Restated Extended Service Area Water Agreement the day and year first above written.