TOWN BOARD REGULAR MEETING AGENDA
Thursday, September 15, 2022, at 7:00 P.M.
Held at the Carsten Board Room at 224 First Street

CALL TO ORDER
Pledge of Allegiance

ROLL CALL

AGENDA APPROVAL / AMENDMENTS
Motion to approve agenda as is or approve agenda with amendment(s).

PROCLAMATION
1. Suicide Awareness and Prevention Month, September 2022 – North Range, Roy True and Kyle Holman

PUBLIC COMMENT*
Members of the audience are invited to speak at the Board of Trustees' meeting. Public Comment is reserved for citizen comments on items not contained on the printed agenda. Citizen comments are limited to three (3) minutes per speaker. When several people wish to speak on the same position on a given item, they are requested to select a spokesperson to state that position.

CONSENT AGENDA
The Consent Agenda is a group of routine matters to be acted on with a single motion and vote. Council or staff may request an item(s) to be removed from the Consent Agenda and placed under New Business for discussion.
2. Minutes – August 18, 2022, Regular Meeting
3. Accounts Payable Invoice History Report – August 2022
4. Second Reading - Ordinance No. 624 – Amending Section 2-2-2 of Eaton Municipal Code Concerning Meeting Procedures
5. Second Reading - Ordinance No. 625 – ALLO Franchise Agreement
6. Hometown Committee Appointment for Two Positions – Letters of Interest from Dawn Hass & Natasha Miller
7. Resolution 2022-20 – Municipal Records Retention Schedule

SPECIAL PRESENTATIONS
8. Draft Ordinance No. 626 – Adopt International Fire Code, 2018 Edition – Fire Inspector, Thea Lucht
   a. If board approves of Draft Ordinance No. 626, affirmatively set the Public Hearing for October 20, 2022.
9. Magellan Community Survey – Director of Data Analysis, Ryan Winger
10. 2023 Budget Update – Financial Director, Faith Smith

NEW BUSINESS
11. Resolution 2022-21 – Water Master Plan – Northern Engineering Services, Brad Curtis
12. Resolution 2022-22 – Wastewater Master Plan - Northern Engineering Services, Brad Curtis
13. Solids Handling Alternatives Analysis – Northern Engineering Services, Brad Curtis and Wastewater Superintendent, Juan Romero

STAFF REPORT(S)
14. Interim Town Administrator – Monthly Report
15. Assistant Town Administrator

STAFF REPORT(S) CONTINUED

16. Police Chief – August 2022 Report & Police Progress and Statistical Summary
17. Town Clerk
18. Town Attorney
19. Finance Director

COUNCIL REPORTS AND REQUEST FOR FUTURE AGENDA ITEMS

20. Planning Commission Meeting
21. Hometown Revitalization Committee
22. Great Western Trail/Park
23. Northern Front Range/MPO

MAYOR'S COMMENTS

EXECUTIVE SESSION

24. An executive session to obtain legal advice pursuant to C.R.S. § 24-6-402(4)(b) concerning the Town of Eaton's Waste Services Agreement with Waste Management of Colorado, Inc.

ADJOURN

** If you have public comment but are not comfortable attending in person due to COVID-19, please send the comments to wesley@eatonco.org by noon on the day of the meeting, and the comment will be read into the record or otherwise shared with the Board during the meeting.*

AMERICANS WITH DISABILITIES ACT NOTICE

In accordance with the Americans with Disabilities Act, persons who need accommodation to attend or participate in this meeting should contact Town Hall at (970) 454-3338 within 48 hours prior to the meeting to request such assistance.

PROCLAMATION(S)

TOWN OF EATON PROCLAMATION

SUICIDE AWARENESS AND PREVENTION MONTH
SEPTEMBER 2022

WHEREAS, suicidal thoughts can affect anyone, regardless of age, gender, race, orientation, income level, or background; and

WHEREAS, over 48,000 deaths annually are attributed to suicide; with suicide rates in Colorado ranking 6th nationally, and 55 lives lost to suicide in Weld County during 2020; and

WHEREAS, one of the most important protective factors from suicide is having a trusted person to turn to when feeling isolated or hopeless; a person who will not judge, dismiss, or try to fix the problem, but instead encourage individuals to be open about their feelings and tell their stories; and

WHEREAS, suicide prevention starts with actively challenging stigma around mental health and building skills that help us approach the topic of suicide without shame or judgement, so we can save lives; and

WHEREAS, because of the collaborative prevention and education efforts of North Range, Suicide Education and Support Services (SESS), Imagine Zero of Weld County, numerous survivors, and community partners, hope exists in **Eaton;** and

WHEREAS, North Range Behavioral Health's Suicide Education and Support Services (SESS) program supports those who have lost someone to suicide and provides education to **Eaton** residents that help build critical suicide prevention skills; and

WHEREAS, September is recognized as National Suicide Awareness and Prevention Month with the goal of promoting awareness surrounding suicide prevention resources and support available to us and our community; and

WHEREAS, we encourage all residents to learn how to talk about mental health; research suicide prevention resources available nationally and **throughout Weld County**; check in on the wellbeing of your family, friends, and neighbors; and share genuine appreciation for the people in your life by any gesture you deem appropriate.

NOW, THEREFORE BE IT RESOLVED THAT I, Scott E. Moser, by virtue of the authority vested in me as Mayor of the Town of Eaton, do hereby proclaim **September 2022** as **Suicide Awareness and Prevention Month** in Eaton, Colorado and call upon the citizens, government agencies, public and private institutions, businesses and schools to recommit our community to increasing awareness and understanding of behavioral health, and the need for appropriate and accessible services for all citizens.

IN WITNESS WHEREOF, I have here unto set my hand and caused to be affixed the official seal of the Town of Eaton, this 15th day of September 2022.

_____
Mayor Scott E. Moser

ATTEST:

_____
Margaret Jane Winter, Town Clerk

CONSENT AGENDA

TOWN BOARD REGULAR MEETING
224 First Street, Eaton, CO
Thursday, August 18, 2022, 7:00 P.M.

MINUTES

CALL TO ORDER

Mayor Moser called the meeting to order at 7:00 p.m. and led the Pledge of Allegiance.

ROLL CALL

BOARD PRESENT

Mayor Scott Moser	Mayor Pro Tem Liz Heid	Trustee Coby Gentry	Trustee Glenn Ledall
Trustee Lee Griffith	Trustee Karla Winter	Trustee Nina Lewis	

STAFF PRESENT: Interim Town Administrator Wesley LaVanchy, Town Attorney Avi Rocklin, Assistant Administrator Greg Brinck, Financial Director Faith Smith, and Northern Engineering, Brad Curtis

AGENDA APPROVAL

Motion made by Mayor Pro Tem Heid, seconded by Trustee Winter to approve the Board Agenda. Motion carried with a unanimous vote.

PROCLAMATION

1. Library Card Sign-Up Month, September – Amber Greene, Town of Eaton Library Director – The Board of Trustees read aloud the proclamation and Mayor Moser proclaimed the month of September 2022, Library Card Sign-Up Month.

PUBLIC COMMENT*

Mayor Moser opened the floor at 7:06 p.m. for public comment.

Kenneth Powell of 1175 Eagle Drive discussed the need for another jake break sign at the north end of Hawkstone on CR 39.

Jason Radke of 1393 Sage Drive thanked the Town for all the support they give before and during Eaton Days.

Having no further comment, Mayor Moser closed the floor at 7:12 p.m.

CONSENT AGENDA

Motion made by Mayor Pro Tem Heid, seconded by Trustee Lewis to approve the Consent Agenda. Motion carried with a unanimous vote.

1. Minutes – July 21, 2022, Regular Board Meeting
2. Accounts Payable Invoice History Report – July 2022
3. Northern Integrated Supply Project (NISP): EPA Water Infrastructure Finance and Innovation Act (WIFIA) Letter of Interest (LOI)
4. Resolution No. 2022-17 – Personal Identifying Information Policy
5. Resolution No. 2022-19 – Water Main Break Release

SPECIAL PRESENTATIONS

1. Upstate Colorado Economic Development – Rich Werner – An overview of how their business divides their services into four primary areas; market, connect, facilitate, and advocate was discussed. Upstate Colorado supports job opportunities throughout Weld County communities while fostering regional collaboration and creating meaningful connections.

2. Well Update – State Requirements on Current Wells – Steve Nguyen, Clear Water Solutions – The Town Board heard a presentation on the update of the Eaton Wells. Steve Nguyen met with the State Engineer's Office and challenged the State's assumptions about the well having been moved from the original decree. Steve also found a couple of arial photos from the

SPECIAL PRESENTATIONS CONTINUED

1940s and 1950s that confirms the well in its present location. There is an erroneous water right location statute that allows for a water right holder to take the water right to Water Court to correct the location. The Town has engaged water attorney, Matt Montgomery, who suggested and met with the State Attorney General's office along with State staff to discuss this Water Court filing. The filing will be treated as a procedural filing for the location of the Maplewood decree and no other portions of the Maplewood well decree would be challenged. Motion was made by Trustee Ledall, seconded by Trustee Griffith to direct and give authorization to file a Water Court application to correct the location of the Maplewood well. Motion carried with a unanimous vote.

Discussion continued about the two options for the Elementary Well and Centennial Park Well, use potable water or augmentation. A plan will be worked on this fall/winter and the plan will be in place before the next watering season.

NEW BUSINESS

1. First Reading - Ordinance No. 624 – Amending Section 2-2-2 of Eaton Municipal Code Concerning Meeting Procedures – ITA LaVanchy and Attorney Rocklin – Mayor Moser opened the floor for public hearing, at 7:44 p.m. and heard from staff. This ordinance gives revision and edits to the meeting procedures such as removal of the order of the agenda from the code to give flexibility, simplify the notices for special meetings and ordinances will change from two readings to one reading, then followed with a 30-day publication. Having no public comment, the mayor closed the hearing at 7:46 p.m. Motion was made by Trustee Winter, seconded by Trustee Ledall to approve First Reading of Ordinance No. 624 – Amending Section 2-2-2 of the Eaton Municipal Code Concerning Meeting Procedures. Motion carried with a unanimous vote.

2. First Reading - Ordinance No. 625 – ALLO Franchise Agreement – ITA LaVanchy and Attorney Rocklin – Mayor Moser opened the floor for public hearing, at 7:47 p.m. and heard from staff and Bob Beiersdorf, General Manager of ALLO. This non-exclusive Cable Television Franchise Agreement is between the Town of Eaton and ALLO Eaton LLC. This fiber cable will support fast internet, for televisions and cell/land line phones for residents, businesses, and schools. ALLO will operate a Cable System and construct, maintain, extend, and operate its Cable Services throughout the Franchise Area. Having no public comment, the mayor closed the hearing at 8:14 p.m. Motion was made by Trustee Winter, seconded by Trustee Lewis to approve First Reading of Ordinance No. 625 – Granting to ALLO Eaton, LLC a Nonexclusive Franchise to Construct, Install and Operate a Cable System and Provide Cable Television Service Within the Town and, In Connection Therewith, to Make Reasonable Use of Town Street and Other Public Places Withing the Town. Motion carried with a unanimous vote.

3. Settlement concerning Public Service Company of Colorado v. Town of Eaton and Eaton Board of Trustees, Case No. 2022CV30229, and In the Matter of the Application of Public Service Company of Colorado Concerning an Appeal of a Local Governmental Land Use Decision Issued by the Town of Eaton, Proceeding No. 22A-0322E – Attorney Rocklin – Nick Poppe, Special Counsel, partner with NDM Attorneys at Law, has been working on this settlement. The Settlement Agreement proposes that the Court Dismiss PSCo's first, third and fourth claims for relief and enter judgement on PSCo's second claim for relief. The second claim for relief is for judicial review under C.R.C.P 106(a)(4) for exceeding jurisdiction. PSCo alleges that, with respect to the manner in which the Town Board considered the Application, the Town Board exceeded its jurisdiction. For purposes of settlement, the Town Board would thus agree that the Planning and Zoning Commission's approval of the Application constituted the final decision. The Settlement Agreement further requires the Town Board to agree that the substation is a permitted principal use in the Town's I-2 District, subject to administrative review in the form of a plot plan, which, with minor modification as to the form of approval, has been the Town's position since the Application was filed. Staff recommends the approval of Resolution No. 2022-18.

a. Resolution 2022-18 – Approve Public Service Company of Colorado Settlement – Motion was made by Mayor Pro Tem Heid, seconded by Trustee Winter to approve Resolution 2022-18 – a Resolution Approving the Settlement Agreement between the Town of Eaton and Public Service Company of Colorado. Roll call vote: Trustee Gentry – aye, Trustee Griffith – aye, Mayor Pro Tem Heid – aye, Trustee Ledall – nay, Trustee Lewis – aye, and Trustee Winter – aye. Motion carried 5-1.

STAFF REPORT(S)

1. Interim Town Administrator – Monthly Report
2. Assistant Town Administrator – Project updates.
3. Police Chief – July 2022 Report & Police Progress and Statistical Summary, End of Summer Bash on Saturday, August 27th.
4. Town Clerk
5. Town Attorney
6. Finance Director – Budget Session on August 25th and transitioned from Caselle to Paylocity for payroll.
7. Town Engineer – Roundabout Report – Schedule for opening is August 19th and working with Weld County on the Truck Route IGA.

COUNCIL REPORTS AND REQUEST FOR FUTURE AGENDA ITEMS

1. Planning Commission Meeting – Trustee Winter reported that the next meeting is in September.
2. Hometown Revitalization Committee – MPT Heid stated that Downtown CO gave a presentation on Special Districts.
3. Great Western Trail/Park – Trustee Griffith reported the count per day is fifty-five to sixty walkers/bikes for the month of July. GWT is available on Amazon Smile to accept donations.
4. Northern Front Range/MPO – MPT Heid stated that MPO Passed a resolution to adopt 2050 Regional Transportation Plan.
5. Eaton Area & Park District – Trustee Lewis wanted to acknowledge all the extra effort that Chief Sturch, and his staff and team are doing for the community and all the engagement with the youth.

MAYOR'S COMMENT

Mayor Moser reached out to Jason Radke to fill the vacancy seat on the Planning Commission Board. Motion was made by Mayor Pro Tem Heid, seconded by Trustee Griffith to approve the appointment of Jason Radke, to fill the Planning Commission vacancy seat. Motion carried with a unanimous vote.

ADJOURN

Mayor Moser moved to adjourn at 8:59 p.m.

Margaret Jane Winter, Town Clerk

Report Criteria:
Report type: Invoice detail
Check.Type = {<>} "Adjustment"

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount	
1001										
08/22	08/26/2022	1001	125	4 RIVERS EQUIPMENT Vendor ID 125	1327238	01-04-7215	.00	.00	.00	V
Total 1001:							.00		.00	
1002										
08/22	08/26/2022	1002	8	Ablao Law LLC	1133	01-01-6150	.00	.00	.00	V
Total 1002:							.00		.00	
1003										
08/22	08/26/2022	1003	128	ALL COPY PRODUCTS INC	32217132	01-02-7215	.00	.00	.00	V
08/22	08/26/2022	1003	128	ALL COPY PRODUCTS INC	AR3649218	01-02-7210	.00	.00	.00	V
Total 1003:							.00		.00	
1004										
08/22	08/26/2022	1004	97	AMBER GREENE	8.16.22 REIM	02-00-7235	.00	.00	.00	V
Total 1004:							.00		.00	
1005										
08/22	08/26/2022	1005	395	AMERICAN FIDELITY	D482004	05-00-2250	.00	.00	.00	V
08/22	08/26/2022	1005	395	AMERICAN FIDELITY	D491909	05-00-2250	.00	.00	.00	V
Total 1005:							.00		.00	
1006										
08/22	08/26/2022	1006	144	ARCHIVESOCIAL	23002	01-01-7260	.00	.00	.00	V
Total 1006:							.00		.00	
1007										
08/22	08/26/2022	1007	53	ATMOS ENERGY	3402-AUG22	01-06-7510	.00	.00	.00	V
08/22	08/26/2022	1007	53	ATMOS ENERGY	6490-AUG22	01-06-7510	.00	.00	.00	V

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount	
08/22	08/26/2022	1007	53	ATMOS ENERGY	9495-AUG22	01-04-7510	.00	.00	.00	V
Total 1007:							.00		.00	
1008										
08/22	08/26/2022	1008	522	CITIZEN PRINTING INC	117676	01-02-7215	.00	.00	.00	V
Total 1008:							.00		.00	
1009										
08/22	08/26/2022	1009	559	CPS HR CONSULTING	0007104	02-00-7315	.00	.00	.00	V
Total 1009:							.00		.00	
1010										
08/22	08/26/2022	1010	142	DANA KEPNER COMPANY	62285040-0	04-00-7520	.00	.00	.00	V
Total 1010:							.00		.00	
1011										
08/22	08/26/2022	1011	262	DBC IRRIGATION SUPPLY	S4739517.001	01-04-7215	.00	.00	.00	V
08/22	08/26/2022	1011	262	DBC IRRIGATION SUPPLY	S4744317.001	01-04-7215	.00	.00	.00	V
Total 1011:							.00		.00	
1012										
08/22	08/26/2022	1012	557	Duran Excavating	COLLINS 35 R	03-00-5700	.00	.00	.00	V
Total 1012:							.00		.00	
1013										
08/22	08/26/2022	1013	21	EON OFFICE INC	OE-2274963-1	01-02-7210	.00	.00	.00	V
08/22	08/26/2022	1013	21	EON OFFICE INC	WO-3684889-	01-02-7210	.00	.00	.00	V
Total 1013:							.00		.00	
1014										
08/22	08/26/2022	1014	241	FLOWPOINT ENVIRONMENTAL SYSTE	6029	04-00-7215	.00	.00	.00	V

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount	
Total 1014:							.00		.00	
1015										
08/22	08/26/2022	1015	585	GREGORY BRINCK	AUGUST 22 M	01-01-7230	.00	.00	.00	V
Total 1015:							.00		.00	
1016										
08/22	08/26/2022	1016	111	HIGH PLAINS LIBRARY DISTRICT	5327	02-00-8530	.00	.00	.00	V
Total 1016:							.00		.00	
1017										
08/22	08/26/2022	1017	499	KENDAL TECHNOLOGY SERVICES	782	01-02-7215	.00	.00	.00	V
Total 1017:							.00		.00	
1018										
08/22	08/26/2022	1018	536	LANGUAGE LINE SERVICES	10603842	01-02-7215	.00	.00	.00	V
Total 1018:							.00		.00	
1019										
08/22	08/26/2022	1019	1002	MASTERS TELECOM LLC	8379	01-01-7210	.00	.00	.00	V
Total 1019:							.00		.00	
1020										
08/22	08/26/2022	1020	481	McDONALD FARMS ENTERPRISES IN	0062208-IN	05-00-7310	.00	.00	.00	V
08/22	08/26/2022	1020	481	McDONALD FARMS ENTERPRISES IN	0062981-IN	05-00-7310	.00	.00	.00	V
Total 1020:							.00		.00	
1021										
08/22	08/26/2022	1021	71	MY OFFICE ETC	290550-0	01-01-7210	.00	.00	.00	V
Total 1021:							.00		.00	

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount	
1022										
08/22	08/26/2022	1022	1003	Occupational Health Centers of the Sout	15890131	01-02-7215	.00	.00	.00	V
Total 1022:							.00		.00	
1023										
08/22	08/26/2022	1023	117	PRINCIPAL LIFE	SEPT 2022	01-00-1140	.00	.00	.00	V
Total 1023:							.00		.00	
1024										
08/22	08/26/2022	1024	356	USABLUEBOOK	064204	05-00-7215	.00	.00	.00	V
Total 1024:							.00		.00	
1025										
08/22	08/26/2022	1025	173	WELD LABORATORIES INC	22-45046	05-00-7310	.00	.00	.00	V
Total 1025:							.00		.00	
1026										
08/22	08/26/2022	1026	178	WICKHAM TRACTOR COMPANY	ID34233	01-04-7520	.00	.00	.00	V
Total 1026:							.00		.00	
1027										
08/22	08/26/2022	1027	56	XCEL ENERGY	792118245	01-06-7510	.00	.00	.00	V
Total 1027:							.00		.00	
61833										
08/22	08/01/2022	61833	594	TARYN YOST	CEMETERY R	01-00-4430	.00	1,300.00	1,300.00	
Total 61833:							.00		1,300.00	
61834										
08/22	08/04/2022	61834	128	ALL COPY PRODUCTS INC	AR3581903	01-01-7210	.00	234.95	234.95	

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 61834:							.00		234.95
61835									
08/22	08/04/2022	61835	25	GRANITE TELECOMMUNICATIONS	566671211	01-02-7220	.00	325.82	325.82
Total 61835:							.00		325.82
61836									
08/22	08/04/2022	61836	87	NORTH WELD HERALD	4555	02-00-7216	.00	168.00	168.00
Total 61836:							.00		168.00
61837									
08/22	08/04/2022	61837	56	XCEL ENERGY	787840861	01-04-7510	.00	6.86	6.86
Total 61837:							.00		6.86
61838									
08/22	08/11/2022	61838	182	ADAMSON POLICE PRODUCTS INC	INV381159	01-02-7400	.00	25.90	25.90
08/22	08/11/2022	61838	182	ADAMSON POLICE PRODUCTS INC	INV381878	01-02-7400	.00	251.05	251.05
Total 61838:							.00		276.95
61839									
08/22	08/11/2022	61839	2	AGFINITY INC	Z87680	01-02-7225	.00	41.00	41.00
Total 61839:							.00		41.00
61840									
08/22	08/11/2022	61840	121	ALL BRITE CLEANING LLC	22006	01-06-7320	.00	959.00	959.00
Total 61840:							.00		959.00
61841									
08/22	08/11/2022	61841	128	ALL COPY PRODUCTS INC	AR3632823	01-02-7210	.00	262.50	262.50
Total 61841:							.00		262.50

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
61842									
08/22	08/11/2022	61842	4	ANDERSON & WHITNEY	28104	01-01-7310	.00	3,000.00	3,000.00
Total 61842:							.00		3,000.00
61843									
08/22	08/11/2022	61843	496	ARELLANO AUTOMOTIVE LLC	I001350	01-02-7225	.00	279.45	279.45
08/22	08/11/2022	61843	496	ARELLANO AUTOMOTIVE LLC	I001364	01-02-7225	.00	73.76	73.76
08/22	08/11/2022	61843	496	ARELLANO AUTOMOTIVE LLC	I001365	01-02-7225	.00	851.94	851.94
08/22	08/11/2022	61843	496	ARELLANO AUTOMOTIVE LLC	I001370	01-02-7225	.00	74.22	74.22
Total 61843:							.00		1,279.37
61844									
08/22	08/11/2022	61844	367	BASELINE	25266	03-00-5700	.00	6,096.25	6,096.25
08/22	08/11/2022	61844	367	BASELINE	JULY STATEM	01-08-7310	.00	10,567.50	10,567.50
Total 61844:							.00		16,663.75
61845									
08/22	08/11/2022	61845	213	BATESVILLE CASKET CO INC	43838442	01-03-7215	.00	259.68	259.68
Total 61845:							.00		259.68
61846									
08/22	08/11/2022	61846	576	BRIGHTLY SOFTWARE INC	INV-120035	05-00-7215	.00	10,095.65	10,095.65
Total 61846:							.00		10,095.65
61847									
08/22	08/11/2022	61847	390	CASELLE	119046	01-01-7280	.00	671.00	671.00
Total 61847:							.00		671.00
61848									
08/22	08/11/2022	61848	69	CENTURY LINK	484B AUG22	01-02-7220	.00	103.99	103.99
08/22	08/11/2022	61848	69	CENTURY LINK	642B AUG22	05-00-7510	.00	256.11	256.11

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 61848:							.00		360.10
61849									
08/22	08/11/2022	61849	522	CITIZEN PRINTING INC	117541	01-02-7215	.00	41.65	41.65
Total 61849:							.00		41.65
61850									
08/22	08/11/2022	61850	192	CLEAR WATER SOLUTIONS INC	6681	04-00-7310	.00	13,000.00	13,000.00
08/22	08/11/2022	61850	192	CLEAR WATER SOLUTIONS INC	6683	07-00-7310	.00	2,541.85	2,541.85
Total 61850:							.00		15,541.85
61851									
08/22	08/11/2022	61851	96	COLORADO ASPHALT SERVICES INC	0060591	03-00-7215	.00	1,630.20	1,630.20
Total 61851:							.00		1,630.20
61852									
08/22	08/11/2022	61852	145	CONNECTING POINT	CW135904	01-01-5640	.00	5,236.62	5,236.62
08/22	08/11/2022	61852	145	CONNECTING POINT	CW136089	08-00-5640	.00	5,236.62	5,236.62
Total 61852:							.00		10,473.24
61853									
08/22	08/11/2022	61853	170	DATA CONTROL SYSTEMS INC	40081	07-00-7210	.00	1,112.50	1,112.50
Total 61853:							.00		1,112.50
61854									
08/22	08/11/2022	61854	262	DBC IRRIGATION SUPPLY	S4721940.001	01-04-7215	.00	812.30	812.30
Total 61854:							.00		812.30
61855									
08/22	08/11/2022	61855	37	DYER PLUMBING & HEATING INC	7174	01-04-7520	.00	2,646.22	2,646.22

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 61855:							.00		2,646.22
61856									
08/22	08/11/2022	61856	81	EATON AREA HISTORICAL SOCIETY	220703	01-07-9240	.00	209.00	209.00
08/22	08/11/2022	61856	81	EATON AREA HISTORICAL SOCIETY	240	01-07-9240	.00	433.68	433.68
08/22	08/11/2022	61856	81	EATON AREA HISTORICAL SOCIETY	JUNE REIMB	01-07-9240	.00	475.00	475.00
Total 61856:							.00		1,117.68
61857									
08/22	08/11/2022	61857	21	EON OFFICE INC	WO-3681760-	01-02-7210	.00	51.29	51.29
Total 61857:							.00		51.29
61858									
08/22	08/11/2022	61858	362	FAITH SMITH	REIMBURSE	01-01-7230	.00	361.96	361.96
Total 61858:							.00		361.96
61859									
08/22	08/11/2022	61859	34	GO FORTH & FIX IT	1101	01-06-7520	.00	632.50	632.50
Total 61859:							.00		632.50
61860									
08/22	08/11/2022	61860	51	GOULD PARTS INC	JUL STATEME	04-00-7215	.00	32.27	32.27
Total 61860:							.00		32.27
61861									
08/22	08/11/2022	61861	25	GRANITE TELECOMMUNICATIONS	569642287	01-01-7220	.00	348.02	348.02
Total 61861:							.00		348.02
61862									
08/22	08/11/2022	61862	516	GREELEY LOCK & KEY	0000017486	01-06-7520	.00	3,402.70	3,402.70

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 61862:							.00		3,402.70
61863									
08/22	08/11/2022	61863	441	INNOVATIVE FINANCE	7094	07-00-7215	.00	1,797.00	1,797.00
Total 61863:							.00		1,797.00
61864									
08/22	08/11/2022	61864	136	INSITE INSTRUMENTATION GROUP IN	222959	05-00-7520	.00	2,772.00	2,772.00
Total 61864:							.00		2,772.00
61865									
08/22	08/11/2022	61865	44	LAW OFFICE OF AVI S ROCKLIN LLC	2694	04-00-7310	.00	9,579.00	9,579.00
08/22	08/11/2022	61865	44	LAW OFFICE OF AVI S ROCKLIN LLC	2695	01-02-5130	.00	2,418.00	2,418.00
08/22	08/11/2022	61865	44	LAW OFFICE OF AVI S ROCKLIN LLC	2696	01-08-7320	.00	619.50	619.50
08/22	08/11/2022	61865	44	LAW OFFICE OF AVI S ROCKLIN LLC	2697	01-08-7320	.00	29.50	29.50
Total 61865:							.00		12,646.00
61866									
08/22	08/11/2022	61866	199	LUCERNE INC	22627	03-00-7215	.00	1,140.00	1,140.00
08/22	08/11/2022	61866	199	LUCERNE INC	22628	01-04-7215	.00	195.00	195.00
Total 61866:							.00		1,335.00
61867									
08/22	08/11/2022	61867	481	McDONALD FARMS ENTERPRISES IN	0661796-IN	05-00-7310	.00	19,878.50	19,878.50
Total 61867:							.00		19,878.50
61868									
08/22	08/11/2022	61868	71	MY OFFICE ETC	290026-0	01-01-7210	.00	30.68	30.68
08/22	08/11/2022	61868	71	MY OFFICE ETC	290253-0	04-00-7210	.00	47.86	47.86
Total 61868:							.00		78.54

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
61869									
08/22	08/11/2022	61869	88	NORTH WELD COUNTY WATER DISTR	9000 JUL22	04-00-9000	.00	111,910.24	111,910.24
Total 61869:							.00		111,910.24
61870									
08/22	08/11/2022	61870	191	NORTHERN ENGINEERING INC	1127-001/0008	01-08-7350	.00	12,572.88	12,572.88
08/22	08/11/2022	61870	191	NORTHERN ENGINEERING INC	1127-003/0001	05-00-7320	.00	4,250.00	4,250.00
Total 61870:							.00		16,822.88
61871									
08/22	08/11/2022	61871	432	PIVOT ENERGY	571C5D73	03-00-7515	.00	8,143.30	8,143.30
08/22	08/11/2022	61871	432	PIVOT ENERGY	DECEMBER 2	03-00-7515	.00	2,553.82	2,553.82
08/22	08/11/2022	61871	432	PIVOT ENERGY	JANUARY 202	03-00-7515	.00	2,903.90	2,903.90
Total 61871:							.00		13,601.02
61872									
08/22	08/11/2022	61872	94	POSTMASTER	UTILITY BILLI	07-00-7216	.00	275.00	275.00
Total 61872:							.00		275.00
61873									
08/22	08/11/2022	61873	296	PROCODE INC	2034	01-01-7410	.00	7,838.91	7,838.91
Total 61873:							.00		7,838.91
61874									
08/22	08/11/2022	61874	332	SCHNEIDER PAVING LLC	4462	03-00-7620	.00	15,000.00	15,000.00
Total 61874:							.00		15,000.00
61875									
08/22	08/11/2022	61875	216	SCHROEDER TIRE & RUBBER	79709	01-04-7520	.00	12.00	12.00
Total 61875:							.00		12.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
61876									
08/22	08/11/2022	61876	272	TIMBER LINE ELECTRIC & CONTROL	6895	05-00-9050	.00	13,096.50	13,096.50
Total 61876:							.00		13,096.50
61877									
08/22	08/11/2022	61877	356	USABLUEBOOK	053368	05-00-7215	.00	32.10	32.10
Total 61877:							.00		32.10
61878									
08/22	08/11/2022	61878	186	UTILITY NOTIFICATION CENTER OF C	222070494	04-00-7310	.00	88.40	88.40
Total 61878:							.00		88.40
61879									
08/22	08/11/2022	61879	313	VERIZON WIRELESS	9911821092	01-04-7215	.00	1,388.59	1,388.59
08/22	08/11/2022	61879	313	VERIZON WIRELESS	9911903515	04-00-7510	.00	137.29	137.29
08/22	08/11/2022	61879	313	VERIZON WIRELESS	9912185207	01-02-7220	.00	1,040.27	1,040.27
Total 61879:							.00		2,566.15
61880									
08/22	08/11/2022	61880	224	WASTE MANAGEMENT	4906682-2534	06-00-9030	.00	11.96	11.96
08/22	08/11/2022	61880	224	WASTE MANAGEMENT	4908105-2534	01-04-7510	.00	777.23	777.23
08/22	08/11/2022	61880	224	WASTE MANAGEMENT	4912823-2534	06-00-9030	.00	40,611.84	40,611.84
08/22	08/11/2022	61880	224	WASTE MANAGEMENT	4913897-2534	06-00-9030	.00	532.48	532.48
Total 61880:							.00		41,933.51
61881									
08/22	08/11/2022	61881	537	WELD COUNTY INFORMATION TECHN	EAONTPD-08	01-02-7215	.00	64.12	64.12
Total 61881:							.00		64.12
61882									
08/22	08/11/2022	61882	501	WESLEY LAVANCHY	VEH STIPEND	01-01-7230	.00	500.00	500.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 61882:							.00		500.00
61883									
08/22	08/11/2022	61883	56	XCEL ENERGY	788027297	01-04-7510	.00	13.84	13.84
08/22	08/11/2022	61883	56	XCEL ENERGY	790108749	03-00-7515	.00	7,260.37	7,260.37
08/22	08/11/2022	61883	56	XCEL ENERGY	790164402	01-04-7510	.00	17.83	17.83
Total 61883:							.00		7,292.04
61884									
08/22	08/11/2022	61884	541	SLATE COMMUNICATIONS	2692	01-01-7310	.00	2,500.00	2,500.00
Total 61884:							.00		2,500.00
61885									
08/22	08/18/2022	61885	2	AGFINITY INC	JULY 2022	04-00-5620	.00	529.39	529.39
Total 61885:							.00		529.39
61886									
08/22	08/18/2022	61886	168	ALSCO - LARAMIE	LLAR575969	01-02-7215	.00	667.40	667.40
Total 61886:							.00		667.40
61887									
08/22	08/18/2022	61887	399	AMERICAN FIDELITY Flex	6059326	04-00-2250	.00	264.99	264.99
Total 61887:							.00		264.99
61888									
08/22	08/18/2022	61888	439	BEAM INSURANCE ADMINISTRATORS	CO04728-202	01-00-1140	.00	2,102.23	2,102.23
Total 61888:							.00		2,102.23
61889									
08/22	08/18/2022	61889	69	CENTURY LINK	507B AUG 22	02-00-7220	.00	217.72	217.72

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 61889:							.00		217.72
61890									
08/22	08/18/2022	61890	196	COMPANION LIFE	507048	01-00-1140	.00	154.33	154.33
Total 61890:							.00		154.33
61891									
08/22	08/18/2022	61891	342	COUNTRY JOHNS	22-2326	01-03-7215	.00	115.00	115.00
08/22	08/18/2022	61891	342	COUNTRY JOHNS	22-2327	01-04-7215	.00	115.00	115.00
08/22	08/18/2022	61891	342	COUNTRY JOHNS	22-2328	01-04-7215	.00	208.00	208.00
08/22	08/18/2022	61891	342	COUNTRY JOHNS	22-2329	01-04-7215	.00	208.00	208.00
08/22	08/18/2022	61891	342	COUNTRY JOHNS	22-2330	01-04-7215	.00	208.00	208.00
08/22	08/18/2022	61891	342	COUNTRY JOHNS	22-2331	04-00-7215	.00	115.00	115.00
Total 61891:							.00		969.00
61892									
08/22	08/18/2022	61892	262	DBC IRRIGATION SUPPLY	S4728117.001	01-04-7215	.00	325.36	325.36
Total 61892:							.00		325.36
61893									
08/22	08/18/2022	61893	32	EATON ANIMAL DEN	160049	01-02-7215	.00	201.00	201.00
Total 61893:							.00		201.00
61894									
08/22	08/18/2022	61894	152	FIDELITY SECURITY LIFE INSURANCE	137551	01-00-1140	.00	2,847.36	2,847.36
Total 61894:							.00		2,847.36
61895									
08/22	08/18/2022	61895	474	FIRST ARMORED SERVICES	1676	01-02-7225	.00	887.56	887.56
Total 61895:							.00		887.56

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
61896									
08/22	08/18/2022	61896	65	GENERAL AIR	95030185-1	03-00-7215	.00	20.22	20.22
Total 61896:							.00		20.22
61897									
08/22	08/18/2022	61897	42	IMS INFRASTRUCTURE MANAGEMEN	50509-2	03-00-5630	.00	17,748.00	17,748.00
Total 61897:							.00		17,748.00
61898									
08/22	08/18/2022	61898	343	KAISER PERMANENTE	0026980183	05-00-2230	.00	17,940.98	17,940.98
Total 61898:							.00		17,940.98
61899									
08/22	08/18/2022	61899	285	KEY PEOPLE CO	60822130	02-00-7315	.00	1,565.00	1,565.00
Total 61899:							.00		1,565.00
61900									
08/22	08/18/2022	61900	44	LAW OFFICE OF AVI S ROCKLIN LLC	2698	02-00-7315	.00	424.50	424.50
Total 61900:							.00		424.50
61901									
08/22	08/18/2022	61901	481	McDONALD FARMS ENTERPRISES IN	0061999-IN	05-00-7310	.00	9,883.00	9,883.00
Total 61901:							.00		9,883.00
61902									
08/22	08/18/2022	61902	71	MY OFFICE ETC	290300-0	01-01-7230	.00	32.32	32.32
08/22	08/18/2022	61902	71	MY OFFICE ETC	290548-0	01-01-7210	.00	84.88	84.88
08/22	08/18/2022	61902	71	MY OFFICE ETC	290571-0	05-00-7210	.00	158.94	158.94
Total 61902:							.00		276.14
61903									
08/22	08/18/2022	61903	87	NORTH WELD HERALD	4746	02-00-7216	.00	827.00	827.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
08/22	08/18/2022	61903	87	NORTH WELD HERALD	4801	01-01-7260	.00	510.00	510.00
Total 61903:							.00		1,337.00
61904									
08/22	08/18/2022	61904	95	POULSEN ACE HARDWARE	TOWN JUL 20	03-00-7215	.00	1,540.73	1,540.73
Total 61904:							.00		1,540.73
61905									
08/22	08/18/2022	61905	509	SCHREIBERS LAWN SERVICE	4132	02-00-7315	.00	163.50	163.50
Total 61905:							.00		163.50
61906									
08/22	08/18/2022	61906	541	SLATE COMMUNICATIONS	2645	01-01-7310	.00	2,500.00	2,500.00
08/22	08/18/2022	61906	541	SLATE COMMUNICATIONS	2652	01-01-7310	.00	2,500.00	2,500.00
Total 61906:							.00		5,000.00
61907									
08/22	08/18/2022	61907	534	TEXAS LIFE INSURANCE COMPANY	SM0F5020220	01-00-2260	.00	62.00	62.00
Total 61907:							.00		62.00
61908									
08/22	08/18/2022	61908	109	WELD COUNTY HEALTH DEPT	E220317	04-00-7310	.00	382.75	382.75
Total 61908:							.00		382.75
61909									
08/22	08/18/2022	61909	591	WEX	82615802	05-00-5620	.00	6,948.18	6,948.18
Total 61909:							.00		6,948.18
61910									
08/22	08/18/2022	61910	56	XCEL ENERGY	791264044	01-06-7510	.00	22.09	22.09
08/22	08/18/2022	61910	56	XCEL ENERGY	791272173	05-00-7510	.00	377.87	377.87
08/22	08/18/2022	61910	56	XCEL ENERGY	791324065	04-00-7510	.00	33.30	33.30

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
08/22	08/18/2022	61910	56	XCEL ENERGY	791344372	01-04-7510	.00	20.83	20.83
08/22	08/18/2022	61910	56	XCEL ENERGY	791345731	01-04-7510	.00	74.04	74.04
08/22	08/18/2022	61910	56	XCEL ENERGY	791412845	01-06-7510	.00	66.89	66.89
08/22	08/18/2022	61910	56	XCEL ENERGY	791861751	01-04-7510	.00	11.66	11.66
08/22	08/18/2022	61910	56	XCEL ENERGY	792032723	01-04-7510	.00	19.41	19.41
08/22	08/18/2022	61910	56	XCEL ENERGY	792205754	07-00-7510	.00	2,603.23	2,603.23
Total 61910:							.00		3,229.32
61944									
08/22	08/26/2022	61944	125	4 RIVERS EQUIPMENT Vendor ID 125	1327238	01-04-7215	.00	177.90	177.90
Total 61944:							.00		177.90
61945									
08/22	08/26/2022	61945	8	Ablao Law LLC	1133	01-01-6150	.00	1,300.00	1,300.00
Total 61945:							.00		1,300.00
61946									
08/22	08/26/2022	61946	128	ALL COPY PRODUCTS INC	32217132	01-02-7215	.00	718.95	718.95
08/22	08/26/2022	61946	128	ALL COPY PRODUCTS INC	AR3649218	01-02-7210	.00	169.33	169.33
Total 61946:							.00		888.28
61947									
08/22	08/26/2022	61947	97	AMBER GREENE	8.16.22 REIM	02-00-7235	.00	29.75	29.75
Total 61947:							.00		29.75
61948									
08/22	08/26/2022	61948	395	AMERICAN FIDELITY	D482004	05-00-2250	.00	625.60	625.60
08/22	08/26/2022	61948	395	AMERICAN FIDELITY	D491909	05-00-2250	.00	625.60	625.60
Total 61948:							.00		1,251.20
61949									
08/22	08/26/2022	61949	144	ARCHIVESOCIAL	23002	01-01-7260	.00	2,988.00	2,988.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 61949:							.00		2,988.00
61950									
08/22	08/26/2022	61950	53	ATMOS ENERGY	3402-AUG22	01-06-7510	.00	33.49	33.49
08/22	08/26/2022	61950	53	ATMOS ENERGY	6490-AUG22	01-06-7510	.00	17.02	17.02
08/22	08/26/2022	61950	53	ATMOS ENERGY	9495-AUG22	01-04-7510	.00	85.98	85.98
Total 61950:							.00		136.49
61951									
08/22	08/26/2022	61951	522	CITIZEN PRINTING INC	117676	01-02-7215	.00	45.70	45.70
Total 61951:							.00		45.70
61952									
08/22	08/26/2022	61952	559	CPS HR CONSULTING	0007104	02-00-7315	.00	10,971.29	10,971.29
Total 61952:							.00		10,971.29
61953									
08/22	08/26/2022	61953	142	DANA KEPNER COMPANY	62285040-0	04-00-7520	.00	2,525.50	2,525.50
Total 61953:							.00		2,525.50
61954									
08/22	08/26/2022	61954	262	DBC IRRIGATION SUPPLY	S4739517.001	01-04-7215	.00	34.18	34.18
08/22	08/26/2022	61954	262	DBC IRRIGATION SUPPLY	S4744317.001	01-04-7215	.00	965.74	965.74
Total 61954:							.00		999.92
61955									
08/22	08/26/2022	61955	557	Duran Excavating	COLLINS 35 R	03-00-5700	.00	694,831.46	694,831.46
Total 61955:							.00		694,831.46
61956									
08/22	08/26/2022	61956	21	EON OFFICE INC	OE-2274963-1	01-02-7210	.00	70.66	70.66
08/22	08/26/2022	61956	21	EON OFFICE INC	WO-3684889-	01-02-7210	.00	62.39	62.39

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 61956:							.00		133.05
61957									
08/22	08/26/2022	61957	241	FLOWPOINT ENVIRONMENTAL SYSTE	6029	04-00-7215	.00	1,095.00	1,095.00
Total 61957:							.00		1,095.00
61958									
08/22	08/26/2022	61958	585	GREGORY BRINCK	AUGUST 22 M	01-01-7230	.00	350.00	350.00
Total 61958:							.00		350.00
61959									
08/22	08/26/2022	61959	111	HIGH PLAINS LIBRARY DISTRICT	5327	02-00-8530	.00	2,819.27	2,819.27
Total 61959:							.00		2,819.27
61960									
08/22	08/26/2022	61960	499	KENDAL TECHNOLOGY SERVICES	782	01-02-7215	.00	45.00	45.00
Total 61960:							.00		45.00
61961									
08/22	08/26/2022	61961	1002	MASTERS TELECOM LLC	8379	01-01-7210	.00	34.82	34.82
Total 61961:							.00		34.82
61962									
08/22	08/26/2022	61962	481	McDONALD FARMS ENTERPRISES IN	0062208-IN	05-00-7310	.00	19,616.00	19,616.00
08/22	08/26/2022	61962	481	McDONALD FARMS ENTERPRISES IN	0062981-IN	05-00-7310	.00	24,295.00	24,295.00
Total 61962:							.00		43,911.00
61963									
08/22	08/26/2022	61963	71	MY OFFICE ETC	290550-0	01-01-7210	.00	40.00	40.00
Total 61963:							.00		40.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
61964									
08/22	08/26/2022	61964	1003	Occupational Health Centers of the Sout	15890131	01-02-7215	.00	81.00	81.00
Total 61964:							.00		81.00
61965									
08/22	08/26/2022	61965	117	PRINCIPAL LIFE	SEPT 2022	05-00-6180	.00	764.38	764.38
Total 61965:							.00		764.38
61966									
08/22	08/26/2022	61966	356	USABLUEBOOK	064204	05-00-7215	.00	78.77	78.77
Total 61966:							.00		78.77
61967									
08/22	08/26/2022	61967	173	WELD LABORATORIES INC	22-45046	05-00-7310	.00	250.00	250.00
Total 61967:							.00		250.00
61968									
08/22	08/26/2022	61968	178	WICKHAM TRACTOR COMPANY	ID34233	01-04-7520	.00	164.62	164.62
Total 61968:							.00		164.62
61969									
08/22	08/26/2022	61969	56	XCEL ENERGY	792118245	01-06-7510	.00	719.59	719.59
Total 61969:							.00		719.59
Grand Totals:							.00		1,188,468.57

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
01-00-1140	591.45	31.88-	559.57
01-00-2000	18,403.78	132,669.33-	114,265.55-
01-00-2230	13,536.06	.00	13,536.06
01-00-2250	2,175.23	1,027.20-	1,148.03
01-00-2260	31.00	.00	31.00
01-00-4430	1,300.00	.00	1,300.00
01-01-5640	2,447.92	.00	2,447.92
01-01-6150	2,600.00	1,300.00-	1,300.00
01-01-6160	17,334.64	8,667.32-	8,667.32
01-01-6180	719.18	213.36-	505.82
01-01-7210	500.15	74.82-	425.33
01-01-7220	949.52	.00	949.52
01-01-7230	1,582.32	350.00-	1,232.32
01-01-7260	6,486.00	2,988.00-	3,498.00
01-01-7280	671.00	.00	671.00
01-01-7290	11.96	.00	11.96
01-01-7310	12,307.05	.00	12,307.05
01-01-7320	7,005.00	.00	7,005.00
01-01-7410	7,838.91	.00	7,838.91
01-02-5125	431.38	215.69-	215.69
01-02-5130	2,418.00	.00	2,418.00
01-02-5620	3,866.89	.00	3,866.89
01-02-5640	1,804.84	.00	1,804.84
01-02-6180	1,658.63	315.38-	1,343.25
01-02-7210	992.53	302.38-	690.15
01-02-7215	3,828.43	676.52-	3,151.91
01-02-7220	1,753.78	.00	1,753.78
01-02-7225	2,383.59	.00	2,383.59
01-02-7400	276.95	.00	276.95
01-03-5620	334.08	.00	334.08
01-03-6180	153.30	29.75-	123.55
01-03-7215	941.24	.00	941.24
01-04-5620	1,897.43	.00	1,897.43
01-04-6180	116.94	12.96-	103.98
01-04-7215	7,661.93	1,177.82-	6,484.11
01-04-7510	595.50	85.98-	509.52
01-04-7520	2,747.46	164.62-	2,582.84
01-06-7215	552.73	.00	552.73
01-06-7320	959.00	.00	959.00
01-06-7510	1,629.18	770.10-	859.08

GL Account	Debit	Credit	Proof
01-06-7520	4,275.20	.00	4,275.20
01-07-9240	1,117.68	.00	1,117.68
01-08-6270	2,925.00	.00	2,925.00
01-08-7310	7,642.50	.00	7,642.50
01-08-7320	649.00	.00	649.00
01-08-7350	968.75	.00	968.75
02-00-2000	5,295.84	18,998.45-	13,702.61-
02-00-2230	4,507.31	.00	4,507.31
02-00-2250	242.40	101.20-	141.20
02-00-2260	31.00	.00	31.00
02-00-6180	293.65	41.65-	252.00
02-00-7216	995.00	.00	995.00
02-00-7220	217.72	.00	217.72
02-00-7235	59.50	29.75-	29.75
02-00-7315	7,013.33	2,303.97-	4,709.36
02-00-8211	1,609.66	804.83-	804.83
02-00-8510	2,722.36	1,361.18-	1,361.18
02-00-8530	1,306.52	653.26-	653.26
03-00-2000	694,917.60	1,460,483.09-	765,565.49-
03-00-2230	231.94	.00	231.94
03-00-2250	112.00	56.00-	56.00
03-00-5620	823.01	.00	823.01
03-00-5630	17,748.00	.00	17,748.00
03-00-5640	40.78	.00	40.78
03-00-5700	1,400,026.25	694,831.46-	705,194.79
03-00-6180	204.38	30.14-	174.24
03-00-7215	4,370.34	.00	4,370.34
03-00-7310	615.00	.00	615.00
03-00-7320	450.00	.00	450.00
03-00-7515	20,861.39	.00	20,861.39
03-00-7620	15,000.00	.00	15,000.00
04-00-2000	3,674.06	144,348.46-	140,674.40-
04-00-2230	900.42	.00	900.42
04-00-2250	104.16	.00	104.16
04-00-5620	56.63	.00	56.63
04-00-5640	1,519.44	.00	1,519.44
04-00-6180	358.44	53.56-	304.88
04-00-7210	437.24	.00	437.24
04-00-7215	5,074.31	1,095.00-	3,979.31
04-00-7216	68.75	.00	68.75

GL Account	Debit	Credit	Proof
04-00-7310	17,661.88	.00	17,661.88
04-00-7320	630.00	.00	630.00
04-00-7510	571.36	.00	571.36
04-00-7520	5,055.59	2,525.50-	2,530.09
04-00-9000	111,910.24	.00	111,910.24
05-00-2000	44,342.27	148,039.27-	103,697.00-
05-00-2230	1,135.45	.00	1,135.45
05-00-2250	133.60	66.80-	66.80
05-00-5620	417.53	.00	417.53
05-00-5640	1,499.04	.00	1,499.04
05-00-6180	166.51	35.70-	130.81
05-00-7210	548.31	.00	548.31
05-00-7215	3,008.72	78.77-	2,929.95
05-00-7310	118,427.70	44,161.00-	74,266.70
05-00-7320	5,850.00	.00	5,850.00
05-00-7510	983.91	.00	983.91
05-00-7520	2,772.00	.00	2,772.00
05-00-9050	13,096.50	.00	13,096.50
06-00-2000	.00	43,585.61-	43,585.61-
06-00-7210	222.50	.00	222.50
06-00-7216	428.15	.00	428.15
06-00-7310	1,778.68	.00	1,778.68
06-00-9030	41,156.28	.00	41,156.28
07-00-2000	.00	6,957.53-	6,957.53-
07-00-7210	111.25	.00	111.25
07-00-7215	179.70	.00	179.70
07-00-7216	68.75	.00	68.75
07-00-7310	3,994.60	.00	3,994.60
07-00-7510	2,603.23	.00	2,603.23
08-00-2000	.00	20.38-	20.38-
08-00-5640	20.38	.00	20.38
Grand Totals:	2,721,735.67	2,721,735.67-	.00

Dated: _____

Mayor: _____

City Council: _____

_____

_____

_____

_____

_____

City Recorder: _____

Report Criteria:
Report type: Invoice detail
Check.Type = {<>} "Adjustment"

TOWN OF EATON, COLORADO
ORDINANCE NO. 624

AN ORDINANCE AMENDING SECTION 2-2-2 OF THE EATON MUNICIPAL CODE CONCERNING MEETING PROCEDURES

WHEREAS, the Town of Eaton, Colorado ("Town") is a municipal corporation duly organized and existing under the Constitution and laws of the State of Colorado; and

WHEREAS, the Town Board of Trustees ("Town Board") constitutes the legislative body of the Town with authority to set the policies of the Town; and

WHEREAS, Section 2-2-2 of the Eaton Municipal Code addresses procedural matters related to regular and special meetings; and

WHEREAS, the Town Board desires to amend Section 2-2-2 to modify, among other matters, procedures related to notice of special meetings, preparation and distribution of meeting agendas and the adoption of ordinances; and

WHEREAS, the Town Board finds that the passage of this Ordinance is in the best interests of the Town of Eaton.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN BOARD OF TRUSTEES OF THE TOWN OF EATON, COLORADO, THAT:

Section 1. Section 2-2-2. Section 2-2-2 of Section II of Chapter II of the Eaton Municipal Code is hereby be repealed in its entirety and readopted to read as follows in its entirety:

Sec. 2-2-2. - Procedure - regular and special meetings.

(a) Regular meetings. The Board of Trustees shall hold regular meetings at least once each month, the frequency, date and time to be set by resolution. All regular meetings of the Board of Trustees will be held in the Town Hall unless the Board chooses another venue and provides public notice of the venue.

(b) Special meetings. A special meeting may be called by the Mayor, or, in the Mayor's absence, by the Mayor Pro Tem. A special meeting may also be convened by a majority of the Board of Trustees. All special meetings of the Board of Trustees shall be held in the Town Hall unless the Board chooses another venue and provides public notice of the venue.

(c) Quorum. No action shall be taken unless a quorum is present. A majority of the Board of Trustees shall constitute a quorum. A lesser number may adjourn from time to time and compel the attendance of absent members. The Mayor or any member of the Board of Trustees may, at any regular or special meeting, demand the attendance of absent members,

which demand shall be entered on the record by the Town Clerk, who shall thereupon notify the absent members of the time and place of the meeting.

(d) Agenda and order of business. The Town Administrator shall establish the agenda, including the order of business, for each meeting of the Board of Trustees and shall cause the Town Clerk to distribute the agenda as far in advance of the meeting as time for preparation permits.

(e) Board action. Every subject coming before the Board of Trustees for its action shall be submitted by ordinance, resolution or motion. The Town Clerk shall call the roll and the vote thereon shall be taken by ayes and nays for all ordinances and resolutions.

(f) Vote required. The Mayor shall not vote upon any question except in the case of a tie vote. All ordinances, resolutions or orders for the appropriation of money or the entering into of a contract shall require for the passage or adoption the concurrence of a majority of the Board of Trustees and shall be subject to disapproval by the Mayor as provided by state statute. In all other matters, a majority of the votes cast is sufficient for passage, except in cases of special emergency for the preservation of the public peace, health or safety, and then only by the affirmative vote of three-fourths (¾) of the members of the Board of Trustees.

(g) Adoption and publication of ordinances. All ordinances, as soon as possible after their passage, shall be recorded in a book kept for that purpose and authenticated by the signature of the Mayor and Town Clerk. All ordinances of a general or permanent nature, and those imposing any fine, penalty or forfeiture, shall be published in a newspaper published within the Town or, if there is none, in a newspaper of general circulation in the Town. Such ordinances shall not take effect until thirty (30) days after such publication, except for ordinances: (i) calling for special elections, (ii) necessary for the immediate preservation of the public peace, health or safety and containing the reasons making the ordinance necessary in a separate section or (iii) requiring a different procedure pursuant to state statute.

(h) Committees. Any question pending before the Board of Trustees may be referred to a special committee for its consideration and report. When a question has been referred to a committee, such committee shall report thereon with its recommendation at a subsequent meeting.

(i) Suspension of the rules. Any of the provisions of this section may be temporarily suspended in connection with any matter under consideration by a recorded vote of three-fourths (¾) of the voting members present, except that this subsection shall not be construed to permit any action that is contrary to state statute.

Section 2. Severability. If any part or provision of this Ordinance, or its application to any person or circumstance, is adjudged to be invalid or unenforceable, the invalidity or unenforceability of such part, provision, or application shall not affect any of the remaining parts, provisions or applications of this Ordinance that can be given effect without the invalid

provision, part or application, and to this end the provisions and parts of this Ordinance are declared to be severable.

Section 3. Effective Date. This Ordinance shall be effective thirty (30) days after its publication. The Town Clerk shall certify the date of publication and such certification shall be maintained with the original of this Ordinance. The Town Clerk shall make not less than three copies of the adopted Town Code available for inspection by the public during regular business hours.

INTRODUCED, AND APPROVED on first reading by the Board of Trustees of the Town of Eaton, Colorado, this 18th day of August, 2022.

ATTEST:

By: Margaret Jane Winter
Margaret Jane Winter, Town Clerk

TOWN OF EATON, COLORADO

By: Scott E. Moser
Scott E. Moser, Mayor

PASSED UPON FINAL APPROVAL AND ADOPTED on second reading by the Board of Trustees of the Town of Eaton, Colorado, this 15th day of September, 2022.

ATTEST:

By: _____
Margaret Jane Winter, Town Clerk

TOWN OF EATON, COLORADO

By: _____
Scott E. Moser, Mayor

TOWN OF EATON, COLORADO
ORDINANCE NO. 625

AN ORDINANCE GRANTING TO ALLO EATON, LLC A NONEXCLUSIVE FRANCHISE TO CONSTRUCT, INSTALL AND OPERATE A CABLE SYSTEM AND PROVIDE CABLE TELEVISION SERVICE WITHIN THE TOWN AND, IN CONNECTION THEREWITH, TO MAKE REASONABLE USE OF TOWN STREETS AND OTHER PUBLIC PLACES WITHIN THE TOWN

WHEREAS, the Town of Eaton, Colorado ("Town") is a municipal corporation duly organized and existing under the Constitution and laws of the State of Colorado; and

WHEREAS, the Town Board of Trustees ("Town Board") is vested with authority to administer the affairs of the Town; and

WHEREAS, ALLO Eaton, LLC, a Nebraska limited liability company ("ALLO"), desires to operate a cable system and provide cable television services to its customers, and, in furtherance thereof, has requested that the Town enter into a non-exclusive franchise for a period of approximately ten years, to and including December 31, 2032; and

WHEREAS, having afforded the public notice and opportunity for comment, the Town Board desires to enter into a franchise with ALLO for the construction and operation of a cable system upon the terms and conditions set forth in the negotiated agreement between the Town and ALLO; and

WHEREAS, the Town Board hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town, that it is promulgated for the preservation of the public peace, health, safety and welfare and that this Ordinance is in the best interests of the citizens of the Town.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN BOARD OF TRUSTEES OF THE TOWN OF EATON, COLORADO, THAT:

Section 1. The Cable Television Franchise Agreement between the Town of Eaton and ALLO Eaton LLC, attached hereto and incorporated herein by reference as Exhibit A ("Franchise Agreement"), is hereby approved.

Section 2. Pursuant to the Franchise Agreement, the term of ALLO's franchise shall be for approximately ten (10) years, to and including December 31, 2032, unless otherwise extended or terminated as provided therein, and the franchise fee shall be five percent (5%) of gross revenues.

Section 3. All sections of this Ordinance and the Franchise Agreement shall be severable, and, if any section of portion of this Ordinance or the Franchise Agreement is declared or ruled invalid or otherwise invalidated by any court or agency of competent jurisdiction, such declaration or ruling shall not affect the validity of any other section, and all other sections and provisions of this Ordinance or the Franchise Agreement shall remain in full force and effect. The Town Board declares that it would have passed this Ordinance and approved the Franchise Agreement and each part thereof irrespective of the fact that any one part be declared unlawful or invalid.

Section 4. This Ordinance shall be effective thirty (30) days after its publication. The Town Clerk shall certify the date of publication and such certification shall be maintained with the original of this Ordinance. The Town Clerk shall make not less than three copies of the adopted Ordinance available for inspection by the public during regular business hours.

INTRODUCED, AND APPROVED on first reading by the Board of Trustees of the Town of Eaton, Colorado, this 18th day of August, 2022.

TOWN OF EATON, COLORADO

ATTEST:

By: Margaret Jane Winter
Margaret Jane Winter, Town Clerk

By: Scott E. Moser
Scott E. Moser, Mayor

PASSED UPON FINAL APPROVAL AND ADOPTED on second reading by the Board of Trustees of the Town of Eaton, Colorado, this 15th day of September, 2022.

TOWN OF EATON, COLORADO

ATTEST:

By:_____
Margaret Jane Winter, Town Clerk

By:_____
Scott E. Moser, Mayor

CABLE TELEVISION FRANCHISE AGREEMENT BETWEEN THE TOWN OF EATON AND ALLO EATON LLC

This Cable Television Franchise Agreement ("Franchise Agreement" or "Franchise") is made and entered into by and between the Town of Eaton, a Colorado municipal corporation ("Town"), and ALLO Eaton, LLC, a Nebraska limited liability company ("ALLO") (collectively, the "Parties").

RECITALS

A. ALLO desires to construct and operate a Cable System (defined below) within the Franchise Area (defined below) for a ten-year period.

B. Upon the terms and conditions set forth herein, the Town desires to grant ALLO a non-exclusive franchise to construct and operate such cable system and to provide cable services to subscribers in the Town.

NOW, THEREFORE, incorporating the foregoing Recitals herein, which are hereby acknowledged as being true and correct, and in consideration of the mutual promises, agreements, undertakings and covenants, as set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby mutually agree as follows:

AGREEMENT

1. Definitions

For purposes of this Franchise Agreement, the following definitions apply:

"Affiliate" means, when used in connection with ALLO, any individual, sole proprietorship, partnership, joint venture, association, corporation, limited liability company or any other form of entity or organization who owns or controls, is owned or controlled by, or is under common ownership or control with ALLO.

"Cable Act" means Title VI of the Communications Act of 1934, as amended.

"Cable Service" means (A) the one-way transmission to Subscribers of (i) video programming or (ii) other programming service and (B) Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

"Cable System" means a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within the Town.

"Facilities" means any distribution or transmission component of the Cable System, including cables, conduits, converters, splice boxes, cabinets, manholes, vaults, equipment,

poles, drains, surface location markers, appurtenances, and related facilities located by ALLO in, through, along, upon, across, above, over or under the Rights-of-Way.

"FCC" means the Federal Communications Commission or its lawful successor.

"Franchise Area" means the area within the boundaries of the Town and will include any additions thereto by annexation or other legal means.

"Internet Services" means the provision of high speed internet access service provided by the ALLO for hire, sale, or resale to the general public.

"Law" means any applicable state, federal and local law, ordinances, rules and regulations, including but not limited to those set forth in the Eaton Municipal Code.

"Gross Revenues" means all revenues derived by ALLO, as determined in accordance with Generally Accepted Accounting Principles ("GAAP") and applicable Law, received from the operation of the Cable System in the Franchise Area. Gross Revenues include, by way of illustration and not limitation: (i) monthly fees charged Subscribers for Cable Services, including basic service, expanded basic service, digital service and other tiers of Cable Service and premium services; (ii) Cable Service installation, disconnection, reconnection and change-in-service fees, leased access channel fees, lease payment for use of the Cable System, late fees and administrative fees; (iii) payment or other consideration received by ALLO from programmers for carriage of Cable Services on the Cable System and accounted for as revenue under GAAP; and (iv) revenues from rentals of converters or other Cable System equipment, net advertising sales revenues consistent with GAAP, revenues from program guides, additional outlet fees and revenues from home shopping. To the extent revenues are received by ALLO for the provision of a discounted bundle of services which includes Cable Services and non-cable services, ALLO shall calculate revenues to be included in Gross Revenues using a reasonable allocation methodology in accordance with GAAP. Gross Revenues shall not include (1) any taxes, fees or assessments collected by ALLO from Subscribers for pass-through to a government agency, including any sales or utility taxes; (2) unrecovered bad debt; (3) credits, refunds and deposits paid to Subscribers; (4) any funds excludable from gross revenues under applicable Law.

"Public Entities" has the meaning set forth in Section 6.(a) of this Franchise.

"Rights-of-Way" means land acquired or dedicated to the public or hereafter dedicated to the public for public streets or roads, highways, avenues, lanes, alleys, bridges, sidewalks, easements and other similar public property within the Franchise Area.

"Subscriber" means any individual, sole proprietorship, partnership, joint venture, association, corporation, limited liability company or any other form of entity or organization who lawfully receives Cable Service provided by ALLO by means of the Cable System.

"Voice Services" means interconnected service, as such term is interpreted by the FCC, or its substantial equivalent.

2. Grant of Franchise - Non-Exclusive Franchise

(a) Grant

The Town grants to ALLO a non-exclusive franchise to operate a Cable System and to construct, maintain, extend and operate its Facilities, in, through, along, upon, across, above, over, under or in any manner reasonably and lawfully connected with the Rights-of-Way for the purpose of providing Cable Services throughout the Franchise Area, subject to the terms and conditions of this Franchise Agreement and the Law. This Franchise grants such rights for use of the Rights of Way as referenced herein or otherwise permitted by Law. The Town expressly reserves the right to use the Rights-of-Way and to grant a similar use of the Rights-of-Way to any other person, firm, company or association at any time during the period of this Franchise.

(b) Subject to Town Requirements

The Franchise granted herein does not include and is not a substitute for any other permit, agreement or authorization that, consistent with the Law, is required for the purpose of transacting business in the Town, including those required for the use of the Rights-of-Way.

(c) Other Services

The Franchise granted herein shall not be interpreted to prevent the Town from imposing additional lawful, generally applicable conditions, including additional compensation conditions for use of the Rights-of-Way should ALLO provide services other than Cable Service (it being understood that as of the Effective Date of this Franchise, the Town acknowledges ALLO shall, in addition to Cable Services, have the right to provide Internet Services and Voice Services via the Cable System, subject to the Town's rights as set forth above or otherwise available by Law).

(d) No Warranty

The Franchise granted herein is intended to convey limited rights and interests only as to those Rights-of-Way in which the Town has an actual interest. It is not a warranty of title or interest in any Rights-of-Way, does not provide ALLO with an interest in any particular location within the Rights-of-Way nor does it confer rights other than those expressly provided herein.

(e) Affiliates

ALLO promises and guarantees that, as a condition of exercising the privileged granted

herein, any Affiliate offering Cable Services in the Franchise Area, or directly involved in the management or operation of the Cable System in the Franchise Area, will also comply with the terms of this Franchise.

3. Term

The term of this Franchise Agreement will be for a period of approximately ten (10) years, to and including December 31, 2032, unless extended by mutual written agreement of the Parties or sooner terminated as provided in this Franchise Agreement.

4. Renewal

This Franchise Agreement may be renewed in accordance with the renewal provisions of the Cable Act or any successor statute.

5. Franchise Fee

(a) Percent of Gross Revenues

During the term of this Franchise Agreement, ALLO shall pay to the Town a franchise fee in an amount equal to five percent (5%) of Gross Revenues ("Franchise Fee"). Such payment shall be in addition to taxes and fees of general applicability owed to the Town by ALLO that are not included as franchise fees under the Cable Act.

(b) Quarterly Payments

The Franchise Fee shall be paid quarterly. ALLO shall pay the Franchise Fee to the Town within forty-five (45) days of the last day of the calendar quarter for which a fee payment is due.

(c) Late Payments

In the event any Franchise Fee payment due quarterly is not received within forty-five (45) days from the end of the calendar quarter, ALLO shall pay interest on the amount due at the rate of eight percent (8%) per annum, compounded daily, calculated from the date the payment was originally due until the date the Town receives the payment.

(d) Quarterly Financial Report

Each payment shall be accompanied by a statement in summarized form of ALLO's Gross Revenues and the computation of the payment amount.

(e) Alternative Compensation

In the event ALLO's obligation to compensate the Town through Franchise Fee payments is lawfully suspended or eliminated, in whole or part, and the Town requires ALLO to pay to the Town compensation equivalent to the compensation paid to the Town by other similarly situated users of the Rights-of-Way for ALLO's use of the Rights-of-Way in a generally applicable, nondiscriminatory manner, then ALLO shall pay such compensation provided that, in no event, shall such payments exceed the equivalent of five percent (5%) of ALLO's Gross Revenues (subject to the other provisions contained in this Franchise), to the extent consistent with the Law.

(f) **Maximum Legal Compensation**

The Parties acknowledge that, at present, applicable federal law limits the Town to collection of a maximum permissible franchise fee of five percent (5%) of Gross Revenues. In the event that at any time during the duration of this Franchise, the Town is authorized to collect an amount in excess of five percent (5%) of Gross Revenues, then this Franchise may be amended unilaterally by the Town to provide that such excess amount shall be added to the franchise fee payments to be paid by ALLO to the Town hereunder, provided that ALLO has received at least ninety (90) days prior written notice from the Town of such amendment and that all cable operators in the Town are obligated to pay the same franchise fee amount.

(g) **Reasonable Access to Records**

Upon request by the Town, for up to three (3) years from receipt of a quarterly payment of the Franchise Fee, ALLO shall provide the Town with reasonable access to ALLO's records documenting the Gross Revenues. ALLO shall comply with all reasonable requests for information. If the Town discovers that ALLO underpaid Franchise Fees by more than five percent (5%) of the amount due for the period, ALLO shall promptly pay the difference along with the Town's cost to discern the discrepancy and interest on the underpayment in the amount eight percent (8%) per annum, compounded daily, calculated from the date the payment was originally due until the date the Town receives the payment. The Town agrees to provide appropriate protection for access to confidential or proprietary information, except as otherwise required by Law.

(h) **No Release or Accord**

The Town's acceptance of a Franchise Fee shall not be construed as a release of or an accord or satisfaction of any claim the Town may have for further or additional sums due and payable under this Franchise Agreement.

6. Public Services

(a) **Service Drops and Basic Cable to Government Facilities**

Subject to Law and provided the applicable Public Entity (defined below) is receiving both Voice Services and Internet Services from ALLO at the time of such request, except as provided below, then ALLO shall furnish at no cost, upon request, one outlet and one converter for each public-school building, municipal office building, public library fire station, and courthouse within two-hundred fifty (250) feet of the Cable System (collectively, "Public Entities"). Basic cable service and the next additional service tier shall be provided at no cost. The initial connection shall be made at no charge with additional connections to be made for the cost of time and materials only. If, at the time of the request, the applicable Public Entity is not receiving both Voice Services and Internet Services from ALLO, ALLO, except as provided below, shall have no obligation to provide the services described in this Section at no cost and shall have the right to charge the applicable Public Entity market rates for such services. Further, if the applicable Public Entity receiving the complimentary services described in this Section is, at any time while receiving complimentary services, not receiving both Voice Services and Internet Services from ALLO, except as provided below, ALLO shall have the right to terminate the complimentary services provided to the applicable Public Entity. Notwithstanding the foregoing, during the first twelve (12) month period wherein ALLO has installed Facilities sufficient to provide Internet Services to the applicable Public Entity, ALLO shall furnish at no cost, upon request, one outlet and one converter for each Public Entity on the condition that such Public Entity is receiving such Internet Services from ALLO. Such Public Entity shall not be required to obtain Voice Services from ALLO during that initial twelve (12) month period and shall still be entitled to receive the Internet Services during the applicable twelve (12) month period at no cost.

(b) **PEG Access**

ALLO shall provide two channels on the Cable System for use by the Town and the Weld County School District RE-2 ("School District") for non-commercial, video programming for public, education and government ("PEG") access programming. One of the channels shall be a government or public access channel for use by the Town and the other channel shall be an educational channel for the use by the School District. The Town shall have responsibility for programming the content for the government or public access channel and the School District shall have responsibility for programming the content for the educational channel. The PEG channels may be placed on any tier of service available to Subscribers.

7. **Customer Service and Related Matters**

(a) **Customer Service**

ALLO shall provide prompt and responsive customer service and shall, at a minimum, comply with the customer service standards promulgated by the FCC. Within six months of ALLO providing Cable Service to a Subscriber in the Town, ALLO shall open an office within the boundaries of the Town to, among other potential services, provide customer service to Subscribers during regular business hours.

(b) **Repairs**

ALLO shall render efficient repair service in the Franchise Area and promptly address service requests and complaints. As soon as reasonably practicable, ALLO shall address and resolve emergencies and/or system outages.

(c) **Interruptions in Service**

The Town acknowledges that interruptions in service may occur for reasons outside of ALLO's control. In addition, at any time and for any reason, ALLO may schedule a planned interruption of service. ALLO shall attempt to schedule any such planned interruptions of service for the shortest time possible and when there will be a minimum number of Subscribers inconvenienced and shall, to the extent practicable, provide reasonable advanced notice to its Subscribers expected to be affected by the planned interruption of service.

(d) **Privacy**

ALLO shall comply with the Laws regarding the privacy of Subscribers.

(e) **Notice of Rate Increases**

ALLO shall use commercially reasonable efforts to provide the Town with thirty (30) days' notice of rate increases, channel lineup or other substantive changes, unless the change results from circumstances outside ALLO's control, in which case notice shall be provided as soon as possible using any reasonable means at ALLO's discretion.

(f) **Utility Boxes**

If ALLO installs above-ground utility boxes in the Franchise Area, upon notice from the Town to ALLO and written approval from ALLO to the Town, the Town shall be entitled to paint, or have painted, the utility boxes. The Town shall thereafter be responsible for maintenance of the paint and, when necessary, touch-up of the painted area.

8. Discriminatory Practices Prohibited

ALLO shall make its Cable Services available to all potential subscribers within the Cable System based on the terms of this Franchise without discrimination on the basis of race, color, religion, national origin, gender, gender identity, age, disability or any other prohibited discriminatory grounds. ALLO shall not give any person any preference or advantage not available to all persons similarly situated, provided that nothing contained herein will prevent ALLO from (A) implementing lawful credit, deposit and acceptance criteria or (B) offering, as permitted by Law, (i) the temporary reduction or waiving of rates or charges in conjunction with valid promotional campaigns; (ii) reasonable discounts to senior citizens or economically disadvantaged citizens; (iii) rate discounts for Cable Service; or (iv) different and non-discriminatory rates and charges and classes of service for commercial subscribers or for bulk discounts to multiple dwelling units, as allowable by federal law and regulations.

9. Construction, Operation and Maintenance of the Cable System

(a) Applicable Standards

(i) ALLO shall ensure that the Cable System is constructed, operated, and maintained in accordance with all Laws including safety codes. ALLO agrees to keep its Facilities in good and safe condition. If the Town finds that an unsafe condition exists with respect to all or any portion of the Cable System and such condition arose as a result of the direct or indirect acts or omissions of ALLO or its agents, it may direct ALLO to make repairs, and ALLO agrees to make all such repairs necessary to correct any such unsafe condition within a reasonable time.

(ii) ALLO shall locate the Cable System and associated Facilities within the Town so as to cause minimum interference with the use of the Rights-of-Way.

(iii) All construction, alteration, or removal of Facilities shall conform to the Law and to all administrative requirements imposed by the Town incidental thereto, including, but not limited to, those related to the approval of construction plans and the issuance of permits.

(iv) All work in the Rights-of-Way shall be subject to the Town's supervision and control.

(v) ALLO shall have the authority to trim trees upon and overhanging the Rights-of-Way so as to prevent the branches of such trees from coming in contact with ALLO's Facilities. All trimming shall be done at ALLO's expense and ALLO shall leave the premises in a clean and orderly appearance.

(vi) ALLO shall, on the request of any person holding a lawful permit issued by the Town, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Rights-of-Way as necessary any property of ALLO, provided that the expense of such is paid by any such person benefiting from the relocation and ALLO is given reasonable advance written notice to prepare for such changes. ALLO may require such payment in advance. For purposes of this subsection, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation. To the extent feasible given the circumstances, ALLO shall make temporary changes within ten (10) days of receiving a written request and shall make permanent changes within one hundred twenty (120) days.

(vii) Within twenty (20) days of receiving a written notice from the Town of the Town's election to alter, change, move or modify the improvements in, under, above, through, across or in any way connected to the Rights-of-Way in a manner that requires the relocation of ALLO's Facilities, ALLO shall commence the process of removing and relocating its Facilities. ALLO shall complete such removal and relocation within sixty (60) days of receiving such written notice. The removal and relocation of Facilities pursuant to this provision shall be completed by ALLO at its own expense. Upon a showing of good cause, as determined by the Town, the Town may extend the period for ALLO to commence and/or complete the removal and relocation of its Facilities pursuant to this provision. Notwithstanding the foregoing, in case of an emergency or to protect the public health, safety or welfare, as determined by the Town, at its discretion, upon notice from the Town, which may be provided verbally and confirmed by a written notice, ALLO shall promptly and without delay remove its Facilities.

(b) **Restoration**

Promptly upon completion of any work in the Rights-of-Way, ALLO shall, at its expense, restore the Rights-of-Way, including but not limited to, repaving and resurfacing the Rights-of-Way, to a condition that is as good as, or better than, the condition that existed prior to ALLO's work in the Rights-of-Way. Upon completion of the restoration work, ALLO shall provide written notice to the Town. The Town shall thereafter inspect such restoration and, if acceptable, provide written approval. Once approved by the Town, ALLO shall guarantee the work for period of one (1) year from such approval. ALLO shall not be responsible for negligent or willful acts or omissions of the Town or any third parties in the Rights-of-Way.

If ALLO does not commence the process of restoring the Rights-of-Way, as described above, within ten (10) business days of completing the work requiring

such restoration and then promptly thereafter complete such restoration work, the Town may undertake the restoration work and submit an invoice to ALLO for the cost of such work, which costs may include, among the construction costs and other such costs, the cost of the Town's consultants, including attorney's fees, and the Town staff's administrative time. Such costs shall not be subject to the Town Fee Cap (defined below).

Notwithstanding the foregoing, if the public safety or welfare is put at risk by conditions resulting from work performed by ALLO in the Rights-of-Way and ALLO has not promptly restored the work to the Town's satisfaction, the Town may undertake the restoration work, after contacting ALLO via the emergency contact number set forth in section 24 below, and submit an invoice to ALLO for the actual, documented, and reasonable cost of such work, which costs may include, among the construction costs and other such costs, the cost of the Town's consultants, including attorney's fees, and the Town staff's administrative time. Such costs shall not be subject to the Town Fee Cap (defined below).

If ALLO fails to reimburse the Town for any costs incurred under this section within forty-five (45) days of demand for reimbursement and such failure is not a result of a good faith dispute between the Town and ALLO, the Town may refuse to issue additional permits to ALLO and may pursue any other remedy provided in this Franchise Agreement or by Law.

(c) **Cable System Availability and Extensions**

The Cable System shall be capable of serving the Franchise Area. Whenever ALLO receives a request for Cable Service from a potential subscriber in an unserved area where there are at least ten (10) subscribers within 1320 cable-bearing strand feet (one-quarter cable mile) from ALLO's closest technologically feasible tie-in point of ALLO's existing trunk or distribution cable which is to be extended, ALLO shall extend its Cable System to such potential subscribers at no cost, other than ALLO's published usual connection fees.

To the extent practicable, ALLO shall make Cable Service available to businesses within the Franchise Area.

Cable Service offered to Subscribers pursuant to this Franchise shall be conditioned upon ALLO having legal access to any such Subscriber's dwelling unit or other units wherein such Cable Service is provided. Nothing herein shall be construed to limit ALLO's ability to offer or provide bulk rate discounts or promotions.

Any extension to potential subscribers whose dwelling units do not meet the density requirements outlined above will be made if the potential subscriber agrees to pay

reasonable construction costs for such extension and non-standard installation at ALLO's rates for such work as they are in effect from time to time.

(d) **Undergrounding**

In those areas within the Town where cable television, electric and telephone lines are located above ground at the time of ALLO's installation, ALLO may install its lines above ground. In the event that (i) electric and telephone lines are underground at the time ALLO constructs or upgrades its Facilities, (ii) cable television, electric or telephone lines are subsequently placed underground after ALLO constructs or upgrades its Facilities, or (iii) the Town requires cable television, electrical and telephone lines to be placed underground, ALLO shall place its transmission or distribution lines underground at no expense to the Town or the Subscribers unless funding is generally available for such relocation to all users of the Rights-of-Way.

(e) **Maps and GIS Mapping**

ALLO's electronic mapped facility data consisting of poles, pedestal and handhole locations, and wires located within the Town limits shall be provided to the Town upon request. The route map shall identify the facility data as aerial or underground but shall not necessarily depict cable types, number of cables, electronic equipment, and drop service lines to individual Subscribers. When requested by the Town, ALLO shall provide the data in ALLO's standard format. The Town shall take reasonable steps to protect the proprietary and confidential nature of such maps, as permitted by law.

10. Insurance

(a) **General**

ALLO shall maintain adequate insurance during the terms of this Franchise, written by a company or companies authorized to do business in the State of Colorado, rated at least "A:XIII" by A.M. Best Company, to protect the Town against any claims for death or injuries to persons or damage to property or equipment which in any way relate to, arise from or are connected with this Franchise or involve ALLO, its agents, representatives, contractors, subcontractors and employees. The insurance shall include the specific coverages and corresponding limits of liability provided herein, or as required by law, whichever is greater, and shall meet all requirements specified herein.

(b) **Insurance**

ALLO shall maintain in full force and effect for the term of the Franchise, at ALLO's expense, a comprehensive general liability insurance policy with

minimum insurance limits of $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury, personal injury and property damage; an automobile liability policy with minimum insurance limits of $2,000,000 per occurrence for bodily injury and property damage; employer's liability insurance with minimum insurance limits of $1,000,000; workers compensation insurance for all ALLO's employees, in compliance with state law; and umbrella liability policy with minimum limits of $3,000,000.

The Town shall be designated as an additional insured on ALLO's liability insurance policies. ALLO's insurance coverage shall be primary insurance with respect to the Town, its officers, officials, employees and agents. Any insurance maintained by the Town shall be in excess of ALLO's insurance and shall not contribute to it. Upon request, ALLO shall provide the Town with certificates of insurance.

11. Indemnification

ALLO, its successors and assigns, shall indemnify, save and hold harmless, and defend the Town, its officers, boards, employees and agents, from and against all liability for damages and from and against all liability or claims resulting from property damage or bodily injury (including accidental death), which arise out of, relate to or are in any way connected with this Franchise Agreement, including but not limited to ALLO's construction, maintenance and/or operation of its Facilities and its Cable System in the Franchise Area. An Affiliate offering Cable Services in the Franchise Area shall be deemed a successor or assign for purposes of this Section.

The Town shall notify ALLO of a claim or demand, either by suit or otherwise, made against the Town on account of actions or omissions by ALLO, but the failure to provide such notice is not a defense to the indemnification obligations contained herein except to the extent that such failure to give timely notice causes actual prejudice. Notwithstanding the foregoing, ALLO shall not indemnify the Town for any damages, liability or claims resulting from the Town's willful misconduct or negligence.

12. Rights Reserved by the Town

(a) Town Ordinances and Police Power

In accepting this Franchise, ALLO acknowledges that its rights hereunder are subject to the police powers of the Town to adopt and enforce laws, ordinances, rules and regulations and agrees that ALLO shall be subject to and shall comply with such lawfully adopted and generally applicable, non-discriminatory, and competitively neutral laws, ordinances, rules and regulations.

(b) Town Inspection

Upon reasonable notice to ALLO, the Town may inspect construction or installation work performed by ALLO as reasonably necessary to ensure compliance with this Franchise Agreement and the Law.

13. Transfer of Franchise Agreement

ALLO's right, title, or interest in the Franchise shall not be sold, transferred, assigned, or otherwise encumbered, other than to an Affiliate, without written approval of the Town, which shall not be unreasonably withheld. ALLO's right, title, or interest in the Franchise may be sold, transferred, assigned, or otherwise encumbered to an Affiliate or to any successor of ALLO by purchase, merger, consolidation, reorganization, or sale of substantially all assets on the condition that written notice be provided to the Town within two (2) weeks of the closing date of the transaction. No consent or notice will be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of ALLO in the Franchise or Cable System in order to secure indebtedness.

14. Enforcement and Termination of Franchise

(a) Notice of Violation

In the event the Town believes that ALLO has not complied with any term of the Franchise, the Town will informally discuss the matter with ALLO. If these discussions do not lead to resolution of the problem, the Town will notify ALLO in writing of the exact nature of such alleged noncompliance.

(b) ALLO's Right to Cure or Respond

ALLO shall have thirty (30) days from receipt of the notice described above: (i) to respond to the Town, contesting the assertion of such noncompliance, (ii) to cure such default, or (iii) in the event that, by the nature of such default, it cannot be cured within the thirty (30) day period, to initiate reasonable steps to remedy such default and notify the Town of the steps being taken and the projected date that they will be completed.

(c) Enforcement

In the event that ALLO fails to respond to the notice described above pursuant to the procedures set forth in subsection (b) or in the event that the alleged default is not remedied within thirty (30) days or ALLO has not initiated reasonable steps to cure the default within such thirty (30) day period, the Town may (i) commence an action at law for monetary damages or seek other equitable relief; or (ii) in the case of repeated or ongoing substantial non-compliance with the Franchise Agreement, seek to revoke the Franchise in accordance with subsection (d) below.

(d) **Revocation**

Should the Town seek to revoke the Franchise after following the procedures set forth in subsections (a)-(c) above, the Town will give written notice to the ALLO of its intent. The notice will set forth the exact nature of the grounds for the revocation of the Franchise. ALLO shall have forty-five (45) days from such notice to object in writing and to state its reasons for such objection. In the event the Town has not received a satisfactory response from ALLO, it may then seek termination of the Franchise at a public hearing.

The Town will cause to be served upon ALLO, at least thirty (30) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise.

At the designated hearing, ALLO will be provided a fair opportunity for full participation, including the right to be represented by legal counsel, to introduce relevant evidence, to require the production of evidence, to compel the relevant testimony of the officials, agents, employees or consultants of the Town, to compel the testimony of other persons as permitted by law, and to question witnesses. A complete verbatim record and transcript will be made of such hearing.

Following the hearing, the Town will determine whether the Franchise will be revoked. If the Town determines that the Franchise will be revoked, the Town will promptly provide ALLO with its decision in writing. ALLO may appeal such determination pursuant to Rule 106 of the Colorado Rules of Civil Procedure

The Town may, at its sole discretion, take any lawful action which it deems appropriate to enforce the Town's rights under the Franchise in lieu of revocation of the Franchise.

15. Receivership and Foreclosure

(a) **Appointment of Receiver or Trustee**

At the option of the Town, subject to the Law, this Franchise may be revoked one hundred twenty (120) days after the appointment of a receiver or trustee to take over and conduct the business of ALLO whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless:

(i) The receivership or trusteeship is vacated within one hundred twenty (120) days of appointment; or

(ii) The receivers or trustees have, within one hundred twenty (120) days after their election or appointment, fully complied with all the terms and provisions of this Franchise and have remedied all defaults under the

Franchise. Additionally, the receivers or trustees shall have executed an agreement duly approved by the court having jurisdiction, by which the receivers or trustees assume and agree to be bound by the terms, provisions and limitations of this Franchise.

(b) **Foreclosure or Involuntary Sale**

If there is a foreclosure or other involuntary sale of the whole or any part of the plant, property and equipment of ALLO, the Town may serve notice of revocation upon ALLO and the purchaser at the sale, and the rights and privileges of ALLO under this Franchise shall be revoked thirty (30) days after service of such notice, unless:

(i) The Town has approved the transfer of the Franchise, in accordance with the procedures set forth in this Franchise and as provided by law; and

(ii) The purchaser has covenanted and agreed with the Town to assume and be bound by all of the terms and conditions of this Franchise.

16. Abandonment

If ALLO abandons the Cable System during the Franchise term the Town may, at its discretion: (i) operate the Cable System or (ii) designate another entity to operate the Cable System temporarily until ALLO restores service under conditions acceptable to the Town or until the Franchise is revoked and a new franchisee is selected by the Town.

17. Force Majeure

In the event ALLO is prevented or delayed in the performance of any of its obligations under this Franchise by reasons beyond the control of ALLO, ALLO shall have a reasonable time, under the circumstances, to perform the affected obligation under this Franchise or to procure a substitute for such obligation that is acceptable to the Town. Conditions that are not within the control of ALLO include, but are not limited to, natural disasters, civil disturbances, work stoppages or labor disputes, power outages, telephone network outages and severe or unusual weather conditions that have a direct and substantial impact on ALLO's ability to provide Cable Services in the Town and that are not caused and could not have been avoided by ALLO. This provision includes work delays caused by waiting for third-party utility providers to service or monitor their utility poles to which ALLO's Facilities are attached, on the condition that ALLO promptly notified the third-party utility providers of ALLO's need to undertake work on the utility poles.

If ALLO believes that a reason beyond its control has prevented or delayed its compliance with the terms of this Franchise, ALLO shall promptly provide written notice to the Town and provide any documentation that substantiates its claim. If ALLO has not yet cured the deficiency, ALLO shall also provide the Town with its proposed plan for remediation, including the timing for such cure.

18. Governmental Immunity

The rights of the Town under this Franchise are in addition to, and shall not be read to limit, any immunities the Town may enjoy under the Law, including, but not limited to, the Colorado Governmental Immunity Act, §§ 24-10-101 *et seq.*, C.R.S., as amended from time to time.

19. Alternative Remedies

No provision of this Franchise shall be deemed to bar the right of the Town to seek or obtain judicial relief from a violation of any provision of the Franchise or any rule, regulation, requirement or directive promulgated thereunder. Neither the existence of other remedies identified in this Franchise nor the exercise thereof shall be deemed to bar or otherwise limit the right of the Town to recover monetary damages for such violations by ALLO, or to seek and obtain judicial enforcement of ALLO's obligations by means of specific performance, injunctive relief or mandate, or any other remedy at law or in equity.

20. Equal Protection

ALLO acknowledges and agrees that the Town reserves the right to grant one (1) or more additional franchises or other similar lawful authorizations to provide Cable Services within the Franchise Area. If the Town grants such additional franchises or other similar lawful authorizations or amends a current franchise or similar lawful authorization containing material terms and conditions that differ from ALLO's material obligations under this Franchise, then the Town agrees that the obligations in this Franchise may, pursuant to the process set forth in this Section, be amended to include any material terms or conditions that it imposes upon the new entrant or current holder of the franchise and/or authorization, as applicable, or provide relief from existing material terms or conditions, so as to insure that the regulatory and financial burdens on each entity are materially equivalent. "Material terms and conditions" include, but are not limited to: Franchise Fees; insurance; Cable System build-out requirements; security instruments; public, education and government access Channels and support; customer service standards; required reports and related record keeping; and notice and opportunity to cure breaches. The Parties agree that this provision shall not require word for word identical franchise provisions so long as the regulatory and financial burdens on each entity are materially equivalent.

(a) The modification process of this Franchise as provided for in this section shall only be initiated by written notice by ALLO to the Town regarding specific obligations. ALLO's written notice shall address the following: (i) identifying the specific terms or conditions in the competitive franchise which are materially different from ALLO's obligations under this Franchise; (ii) identifying the Franchise terms and conditions for which ALLO is seeking amendments; and (iii) providing text for any proposed amendment to this Franchise along with a written explanation of why the proposed amendment is necessary and consistent.

(b) Upon receipt of ALLO's written notice as provided in subsection 20(a), the Town

and ALLO agree that they will use best efforts in good faith to negotiate ALLO's proposed Franchise modifications, and that such negotiation will proceed and conclude within ninety (90) days of delivery of ALLO's written notice, unless such time period is reduced or extended by mutual agreement of the Parties. If the Town and ALLO reach agreement on modifications to the Franchise, then the Parties will execute an amendment to this Franchise to include the modifications.

(c) If the Parties fail to reach agreement during the negotiations provided for in subsection 20(b), ALLO may, at its discretion, elect to replace this Franchise by opting into the franchise or other similar lawful authorization that the Town grants to another provider of Cable Services, so as to insure that the regulatory and financial burdens on each entity are equivalent. If ALLO so elects, the Town shall promptly commence proceedings to replace this Franchise with the franchise issued to the other Cable Services provider.

(d) Nothing in this section shall be deemed to be a waiver of any remedies available to ALLO under applicable Law, including but not limited to Section 625 of the Cable Act (47 U.S.C. § 545).

(e) Should ALLO seek an amendment to this Franchise or a replacement franchise pursuant to this Section, while the Parties pursue the adoption of such amendment or replacement franchise pursuant to subsections 20(a) to 20(d), any such amendment or replacement franchise shall not become effective unless and until the new entrant or current holder of the franchise and/or authorization, as applicable, makes Cable Services available for purchase by Subscribers under its franchise or other similar lawful authorization with the Town.

21. Familiarity with Franchise

ALLO acknowledges and warrants by acceptance of the rights, privileges and agreements granted herein, that it has carefully read and fully comprehends the terms and conditions of this Franchise and is willing to and does accept all lawful and reasonable risks of the meaning of the provisions, terms and conditions herein. ALLO further acknowledges and states that it has fully studied and considered the requirements and provisions of this Franchise.

22. Entire Agreement; Amendment

This Franchise Agreement constitutes the entire agreement between ALLO and the Town and supersedes all other prior understandings and agreements oral or written. Any amendments to this Franchise Agreement shall be mutually agreed to in writing by the parties.

23. Severability

If any section, subsection or provision of this Franchise Agreement or its application to any person or circumstances is held invalid or is preempted, such invalidity or preemption will not affect other provisions, sections, subsections or applications of this Franchise Agreement.

24. Notice to Parties

Notices under this Franchise Agreement will be in writing and will be deemed given upon receipt by hand delivery, certified mail return receipt requested, or overnight courier to the following addresses:

To Town:

Town of Eaton
223 1st Street
Eaton, CO 80615
Attention: Town Administrator

To ALLO:

ALLO Eaton, LLC
330 S. 21st Street
Lincoln, NE 68510
Attention: President

Copy to:

ALLO Eaton, LLC
121 S. 13th Street, Suite 100
Lincoln, Nebraska 68508
Attention: Legal Department

A party may designate other addresses for providing notice by providing notice in writing of such addresses.

Notwithstanding the foregoing, (i) for emergency purposes, the Town may contact ALLO by calling (308) 633-7975 and (ii) notice of routine, day-to-day matters may be accomplished by electronic mail correspondence.

25. No Joint Venture

Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the Parties, and neither Party is authorized to, nor shall either Party, act toward third persons or the public in any manner which would indicate any such relationship with the other.

26. Binding Effect

This Franchise Agreement shall be binding upon the Parties, their permitted successors and assigns.

27. Town Expenses

ALLO shall reimburse the Town for the costs incurred in processing this Franchise, including, but not limited to, publication costs and engineering, planning, inspector and legal fees ("Franchise Processing Fees") and pay the Town fees and costs associated with its buildout of the System that

may be due pursuant to applicable Law or the Town's policies and procedures, including but not limited to, permitting fees, excavation fees, right-of-way fees, and any fees associated with, or relating to, the buildout of ALLO's central office within the Town (collectively, "Cable System Buildout Fees"). In no event shall the aggregate amount of (a) Franchise Processing Fees; and (b) Cable System Buildout Fees paid to the Town by ALLO during the period from the Effective Date to the four (4) year anniversary date of the Effective Date exceed twenty thousand dollars ($20,000) ("Town Fee Cap"). Any Franchise Processing Fees and/or Cable System Buildout Fees paid to the Town under this Franchise Agreement or any other agreement or arrangement between the Town and ALLO regarding the same, including without limitation, the reimbursement agreement referenced in this Section 27, shall count toward the Town Fee Cap and shall reduce the amount reimbursable to the Town under this Section 27 on a dollar-for-dollar basis. For example, if ALLO pays the Town $10,000 dollars pursuant to the reimbursement agreement, the Town Fee Cap would be $10,000 after such payment. The Town Fee Cap shall not apply to any Cable System Buildout Fees incurred after the four (4) year anniversary date of the Effective Date, which time period is not subject to an extension based on force majeure events, as described in Section 17. It is understood and acknowledged that Franchise Fees due to the Town pursuant to this Agreement shall not be subject to the Town Fee Cap. Within thirty (30) days of the execution of the Franchise, ALLO shall execute a cost reimbursement agreement with the Town related to the Franchise Processing Fees, in a form reasonably acceptable to ALLO, wherein the aggregate amount of such reimbursement shall (a) not exceed the Town Fee Cap; and (b) count toward the Town Fee Cap.

28. Governing Law and Venue.

This Franchise Agreement shall be construed under the laws of the State of Colorado. Venue for any judicial dispute shall be in the County of Weld, State of Colorado.

29. Waiver

The waiver or forbearance by the Town of any failure on the part of ALLO to comply with any of ALLO's obligations under this Franchise Agreement shall not be construed to constitute a waiver of any subsequent default.

30. Headings

The headings and titles of this Franchise Agreement are for reference purposes only, and shall not affect the meaning or interpretation of the text therein.

31. Effective Date

This Franchise Agreement will become effective upon adoption by the Town, subject to ALLO's acceptance and agreement as set forth below.

(*Signatures on following page.*)

TOWN OF EATON

_____
Scott Moser, Mayor

ATTEST:

_____
Margaret Jane Winter, Town Clerk

ACCEPTED AND AGREED TO BY:

ALLO EATON, LLC

By:_____
Name: Bradley A. Moline
Title: President

STATE OF _____)
) ss
COUNTY OF _____)

SUBSCRIBED AND SWORN to before me this _____day of _____, 2022, by _____ as the _____ of _____.

WITNESS my hand and official seal.

My commission expires:_____

_____
Notary Public

APPOINTMENT

Dawn Hass

P.O. Box 133

Eaton, Colorado. 80615

970-214-0968

Dear Council Members of the Town of Eaton,

This is my formal letter of intent to be considered for the open position on the Eaton Hometown Revitalization Committee.

I am a Colorado native and I have been an Eaton resident for almost 30 years and have raised my family here.

I ran a very successful business in Eaton for several years, located on First Street and Oak Ave. I own 3 commercial buildings with my husband in the downtown area. These investments speak to my vested interest in developing downtown Eaton.

I feel that I can be an asset to the committee by bringing vision with the understanding of construction, as I've been a general contractor for all the properties I own, including several homes we have built in the Eaton area.

I'm passionate about keeping the small-town charm and architecture in the downtown area with also being thoughtful about bringing in new business that will have longevity and growth for years to come.

Thank you for your consideration. Please feel free to reach out with any questions you may have for me.

Dawn Hass

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APPOINTMENT

24 Cheyenne Avenue
Eaton, Colorado 80615
July 11, 2022

Eaton Town Board
223 1st Street
Eaton, Colorado 80615

Dear Members of the Eaton Town Board:

My name is Natasha Miller and I have one child, a daughter named Hannah who is a sophomore at Northern Colorado Christian Academy (NCCA) here in Eaton, Colorado. I am on disability due to some pretty significant medical issues related to a couple neurological issues. We have lived here for nearly 3 years—we moved here in October of 2019. However, this will be the fifth year my daughter will have been at NCCA and we have been attending the Evangelical Free Church of Eaton for 11 years. We were excited when we had the opportunity to finally move to Eaton and become more active members in this community we have grown to dearly love.

I want to be part of the HomeTown Revitalization Board so that we can give back to this town and so that we can help ensure that Eaton continues to be such an amazing town for years to come, not just for my family and I but for generations to come. There are not many towns left like Eaton and we hope to be a part of preserving it however we possibly are able.

I would, also, like to apologize for the delay in turning this letter in. My medical issues have been acting up and we have been unsuccessful in trying to get them resolved for many months now. This is the first time I have attempted to do something like this and I began second guessing myself and started believing that it might be better if I didn't join this Board, if you will have me, not because I didn't want to but because I was fearful that I would fail each of you. However, I do want to actively be a part of preserving this town so if you will have me, I will do what I am able to do my part.

Thank you all.

Sincerely,

Natasha D. Miller

TOWN OF EATON, COLORADO
RESOLUTION NO. 2022-20

RESOLUTION ADOPTING THE COLORADO MUNICIPAL RECORDS RETENTION SCHEDULE

WHEREAS, the Town of Eaton, Colorado (the "Town") is a municipal corporation duly organized and existing under the Constitution and laws of the State of Colorado; and

WHEREAS, the Town Board of Trustees ("Town Board") constitutes the legislative body of the Town with authority to set the policies of the Town; and

WHEREAS, the Town Board desires to adopt a records retention policy for the destruction of non-permanent municipal records and the permanent retention of certain municipal records that have an enduring value; and

WHEREAS, the Colorado State Archives has drafted and adopted the "Colorado Municipal Records Retention Schedule" for statewide use by Colorado municipalities; and

WHEREAS, upon recommendation of Town staff, the Town Board desires to adopt the Colorado Municipal Records Retention Schedule for Town records; and

WHEREAS, the Town Board finds that adoption of the Colorado Municipal Records Retention Schedule is in the best interests of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN BOARD OF THE TOWN OF EATON, COLORADO, THAT:

Section 1: The Town Board hereby adopts the Colorado Municipal Records Retention Schedule, as amended from time to time.

Section 2: The Town Clerk shall submit a request to the Colorado State Archives to obtain authorization for the Town to follow the Colorado Municipal Records Retention Schedule.

Section 3: This Resolution shall be effective upon adoption.

PASSED, SIGNED, APPROVED, AND ADOPTED this 15th day of September, 2022.

TOWN OF EATON, COLORADO

ATTEST:

By:_____
Margaret Jane Winter, Town Clerk

By:_____
Scott E. Moser, Mayor

Colorado
Municipal Records
Retention Schedule

Funding for This Project Provided by the Following
Weld County, Colorado Municipalities:

TOWN OF EATON
CITY OF FORT LUPTON
TOWN OF GARDEN CITY
TOWN OF GILCREST
CITY OF GREELEY
TOWN OF HUDSON
TOWN OF JOHNSTOWN
TOWN OF KEENESBURG
TOWN OF MEAD
TOWN OF MILLIKEN
TOWN OF WINDSOR

For questions regarding the
Colorado Municipal Records Retention Schedule,
please contact the office of the State Archivist at 303-866-2558.

municode
Municipal Code Corporation | P.O. Box 2235 Tallahassee, FL 32316
info@municode.com | 800.262.2633
www.municode.com

State Archives

Records Management Manual Approval

Request Form

☐ County ☒ Municipality ☐ School District/BOCES ☐ Special District

NAME OF ENTITY

TOWN OF EATON

CONTACT PERSON/TITLE:

MARGARET JANE WINTER / TOWN CLERK

MAILING ADDRESS:

223 FIRST STREET ~ EATON, CO 80615

TELEPHONE:

970.454.3338

E-MAIL:

jane@eatonco.org

LOCAL EXCEPTIONS:

(List and provide basis and description of any local exceptions for records retention periods that are specified by formal direction of the local ordinance, Home Rule Charter provision, by board resolution or formal direction of the school board, governing body, etc., that differ from those set out in the Records Retention Manual for your specific entity. Use additional pages if needed.)

TOWN OF EATON POLICY REGARDING CHRI

HARD COPIES OF CHRI RETAINED UP TO ONE (1) YEAR.

THE ABOVE ENTITY HEREBY REQUESTS APPROVAL FROM THE COLORADO STATE ARCHIVES TO FOLLOW *THE SPECIFIC ENTITY'S RECORDS RETENTION MANUAL*, WITH THE LOCAL EXCEPTIONS INDICATED.

Margaret Jane Winter

SIGNATURE OF AUTHORIZED ENTITY REPRESENTATIVE

9-15-2022

DATE OF SUBMITTAL OF REQUEST FOR APPROVAL

TOWN OF EATON
POLICY REGARDING CRIMINAL HISTORY RECORD INFORMATION FOR NONCRIMINAL JUSTICE PURPOSES RELATED TO LIQUOR LICENSING

I. Purpose

The Town of Eaton ("Town") is authorized to access Criminal History Record Information ("CHRI") to investigate the qualifications of liquor license applicants and liquor licensees under Section 44-3-307, C.R.S. The purpose of this Policy regarding Criminal History Record Information for Noncriminal Justice Purposes related to Liquor Licensing ("Policy") is to address the Town's use, maintenance, dissemination, confidentiality and security of CHRI for this noncriminal justice purpose.

II. Scope

This Policy shall apply to systems, processes or workflows that involve the request, access, storage, sharing and/or destruction of CHRI obtained from the Colorado Bureau of Investigations ("CBI") - Criminal Justice Information Services ("CJIS") Systems in response to a fingerprint-based background check for investigating the qualifications of liquor license applicants or liquor licensees ("Liquor Licensing Purposes"). The Town accesses CHRI for Liquor Licensing Purposes through the CBI-CJIS solution referred to as the Secure Document Delivery System ("SDDS").

This Policy sets forth the policies required by the CBI for access to the CBI-CJIS Systems, including an acceptable use policy, disposal of media policy and procedures, physical protection policy and allowed personally owned device policy, and includes a retention policy and incident response policy.

III. Policies

A. Authorized Personnel

1. CHRI for Liquor Licensing Purposes shall be accessed by and provided to authorized personnel only.
2. The Terminal Agency Coordinator, defined below, shall determine the persons authorized to access and review CHRI for Liquor Licensing Purposes.
3. Authorized personnel shall receive security awareness training within six (6) months of handling CHRI and every two years thereafter. Security awareness training will, at a minimum, cover areas required by the CBI-CJIS.
4. Authorized personnel for CHRI for Liquor Licensing Purposes are:
    (a) Terminal Agency Coordinator and SDDS Administrator: The Town Clerk shall serve as the Terminal Agency Coordinator, the SDDS Administrator, and the billing contact, if applicable, for CHRI for Liquor Licensing Purposes.

(b) Local Agency Security Officer: The Court Clerk shall serve as the Local Agency Security Officer.

B. Acceptable Use

1. This Policy supplements existing Town policies regarding access to electronic media, as amended. In the event of conflict or ambiguity, the Town Clerk will determine the appropriate application of the policies for Liquor Licensing Purposes.
2. Applicants are referred to the Colorado Applicant Background Services ("CABS") program site for submission of background check fingerprints.
3. As part of the fingerprint process, the Town will provide applicants with a privacy statement outlining the Town's authority for collecting the applicant's information and advising that the applicant's fingerprints will be used to check the national criminal history records of the FBI and how the information will be used, retained, and shared. The Town will obtain a signed acknowledgement from each applicant documenting the applicant's receipt of the foregoing documents (the "Applicant's Acknowledgement").
4. CHRI may only be used for Liquor Licensing Purposes as set forth in § 44-3-307, C.R.S., as amended.
5. CHRI may not be disseminated to non-Town organizations or agencies (such as to the state liquor licensing authority) for Liquor Licensing Purposes without execution of an information exchange agreement between the Town and such agency.
6. CHRI may not be forwarded to other organizations or agencies for use in separate, unrelated applications.
7. If an applicant's fingerprint background check reveals a CHRI record, authorized personnel will promptly notify the applicant in writing to the applicant's mailing address or email address provided in the liquor license application that a record exists ("Notice"). The applicant may be given a copy of his or her CHRI only after the identity of the applicant has been verified. The applicant will be given thirty (30) days from the date of the Notice to obtain a change, correction, or update of his or her CHRI or to decline to do so. The applicant's liquor license application may not be denied based on the CHRI until the expiration of said 30-day period.
8. The existence of CHRI shall not be confirmed or denied to anyone and CHRI shall not be made available except in accordance with applicable law, including applicable provisions of the Colorado Criminal Justice Records Act, §§ 24-72-301, *et seq.*, C.R.S. ("CCJRA") and the Colorado Open Records Act, §§ 24-72-201, *et seq.*, C.R.S. ("CORA").

C. Disposal of Media

1. Authorized personnel with access to the SDDS shall have unique credentials.
2. SDDS results shall be reviewed when a licensee has submitted fingerprints through CABS.

3. CHRI received from the SDDS erroneously shall not be opened. Authorized personnel shall immediately contact CBI to report any erroneously delivered CHRI.
4. CHRI shall only be accessed on Town-owned computers secured from the public.
5. The Town Clerk shall be primarily responsible for obtaining CHRI for Liquor Licensing Purposes from the SDDS. However, in the Town Clerk's absence, other authorized personnel with the appropriate level of security awareness training may obtain CHRI for Liquor Licensing Purposes from the SDDS.
6. Upon receipt of an email from the SDDS website indicating that a CHRI record is available, authorized personnel shall: (i) download CHRI from the SDDS to his or her desktop; (ii) upon downloading, immediately print CHRI to a printer secured from the public and not in use by other personnel at the time of printing; and (iii) immediately after printing, permanently delete the CHRI from the desktop. The printed CHRI shall be placed in a sealed envelope marked "Confidential" and shall be delivered to authorized personnel within the Eaton Police Department. The authorized personnel within the Eaton Police Department shall review the CHRI and utilize the findings as part of the subject liquor license application process. The Eaton Police Department shall not make any copies of the CHRI but shall return the CHRI to the authorized personnel in a sealed envelope marked "Confidential."
7. CHRI shall not be stored electronically. CHRI shall be kept in physical (printed) form only. The printed CHRI shall be stored in a locked cabinet with access limited to authorized personnel only.
8. CHRI shall be viewed only by authorized personnel. CHRI shall not be left on computer screens on printers, or on desks where unauthorized personnel or other persons might view it.
9. The Town-owned computer assigned to the Terminal Agency Coordinator shall be programmed to auto-delete the desktop recycle bin every five (5) minutes to ensure CHRI records downloaded to the desktop are permanently deleted.
10. Computers that have been used to download and print CHRI shall not be released from the Town's control until the equipment has been sanitized and all stored information has been cleared.
11. The following activities are prohibited:
    i. Unauthorized access, copying, or dissemination of CHRI from SDDS;
    ii. Revealing of SDDS account passwords by authorized personnel to others;
    iii. Allowing an unauthorized person to use an authorized person's SDDS account; and
    iv. Disclosure of data in a way that violates applicable policy, procedures, or relevant regulations or law, including, but not limited to, § 44-3-307, C.R.S., CCJRA or CORA.

D. Allowed Personally Owned Devices

1. CHRI may not be accessed on personally owned devices.

E. Retention

1. Hard copies of CHRI will be retained for up to one (1) year. On or before the end of such term, CHRI will be permanently destroyed.
2. The Applicant's Acknowledgement shall be retained and destroyed in accordance with the Colorado Municipal Records Retention Schedule, as amended.

F. Incident Response

1. Incidents involving misuse or allegations of misuse of CHRI shall be immediately communicated to the CBI.
2. Authorized personnel must report any media or physical security incidents to the Local Agency Security Officer.
3. Any violation of a policy set forth herein may result in network removal, access revocation, corrective or disciplinary action, civil or criminal prosecution or termination of employment.

Approved and adopted for the Town of Eaton this 29 day of August, 2022.

Wesley LaVanchy, Interim Town Administrator

ATTEST:

Margaret Jane Winter, Town Clerk

TOWN OF EATON
INCORPORATED A.D. 1882
SEAL
COLORADO

SPECIAL PRESENTATION(S)

TOWN OF EATON, COLORADO
ORDINANCE NO. 626

AN ORDINANCE AMENDING SECTION 6-1-6 OF SECTION I OF CHAPTER VI OF THE EATON MUNICIPAL CODE TO ADOPT THE INTERNATIONAL FIRE CODE, 2018 EDITION.

WHEREAS, the Town of Eaton, Colorado ("Town") is a municipal corporation duly organized and existing under the Constitution and laws of the State of Colorado; and

WHEREAS, the Town Board of Trustees ("Town Board") is vested with the authority to administer the affairs of the Town; and

WHEREAS, by Resolution 2022-002, the Eaton Fire Protection District, a quasi-municipal corporation and political subdivision of the State of Colorado, adopted the International Fire Code, 2018 edition, with amendments; and

WHEREAS, pursuant to Section I of Chapter VI of the Eaton Municipal Code and Title 31, Article 16, Part 2, C.R.S., and for consistency within the boundaries of the Town, the Town Board similarly desires to adopt the International Fire Code, 2018 edition, with amendments; and

WHEREAS, the Town Board finds, determines and declares that this Ordinance is promulgated under the general police power of the Town, is promulgated for the preservation of public health, welfare, peace, safety and property and is in the best interests of the Town of Eaton.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN BOARD OF TRUSTEES OF THE TOWN OF EATON, COLORADO, THAT:

Section 1. Repeal and Readoption of Section 6-1-6. Section 6-1-6 of the Eaton Municipal Code is hereby be repealed in its entirety and readopted to read as follows in its entirety:

Sec. 6-1-6. International Fire Code.

There is hereby adopted by the Town for the purpose of prescribing regulations governing conditions hazardous to life and property from fire, hazardous materials or explosion, that certain codes and standards known as the International Fire Code, including Appendix Chapters. As published by the International Code Council, being particularly the 2018 editions thereof and the whole thereof, save and except such portions as are hereinafter deleted, modified or amended, the same are hereby adopted and incorporated as fully as if set forth herein.

A. Establishment and Duties of Fire Prevention. Organizational structure and duties of the Fire Prevention Bureau or Division, if any, shall be as provided by the Eaton Fire Protection District's policies and/or directives.

B. Amendments. The following articles, sections, divisions, subsections and appendices of the International Fire Code, 2018 edition, are hereby added, amended, deleted and renumbered, except as noted, to read as follows:

(1) *Section 101.1 Title* is hereby amended to read as follows:

101.1 Title. These regulations shall be known as the Fire Code of the Eaton Fire Protection District, adopted by the Town of Eaton, hereinafter referred to as "this code".

(2) *Section 105.6 Required operational permits* is hereby amended to read as follows:

105.6 Required operational permits. The Fire Code Official may require and issue an operational permit(s) for the operations set forth in Sections 105.6.1 through 105.6.50.

(3) A new *subsection 105.36.1 Standby emergency medical services* is hereby added and reads in its entirety as follows:

105.36.1 Standby emergency medical services. Public assembly events that require a special event permit from the District shall provide appropriate and approved ambulance standby services in accordance with the applicable Weld County Code and the current policies and procedures of the District.

(4) *Section 109.1 Board of appeals established* is hereby amended to read as follows:
109.1 Board of appeals established. In order to hear and decide appeals of orders, decisions or determinations made by the fire code official relative to the application and interpretation of this code, there shall be and is hereby created a board of appeals. The board of appeals shall be the Board of Directors of the Eaton Fire Protection District. The board shall adopt rules of procedure for conducting its business, and shall render all decisions and findings in writing to the appellant with a duplicate copy to the fire code official.

(5) A new *subsection 109.1.1 Appeal procedure* is hereby added and reads in its entirety as follows:

109.1.1 Appeal procedure. To request a hearing before the board of appeals, the applicant shall file a request in writing to the Fire Chief. The Fire Chief shall arrange for the board of appeals to meet within 10 working days from the receipt of the request.

(6) *Section 110.4 Violation penalties* is hereby amended to read as follows:

110.4 Violation penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of a misdemeanor, or by imprisonment or both such fine and imprisonment as determined by the court. The imposition of one (1) penalty for any violation shall not excuse the violation or permit to continue, and all persons shall be required to correct or remedy the violations or defects. The application of any penalty pursuant thereto shall not be held to prevent the enforced removal of prohibited conditions nor the suspension or

removal of a permit or license issued thereunder. Each day that a violation continues is deemed a separate offense.

(7) A new *subsection 110.4.2 Assistance from other agencies* is hereby added and reads in its entirety as follows:

110.4.2 Assistance from other agencies. Police and other enforcement agencies shall have authority to render necessary assistance in the issuance of a misdemeanor and associated penalties, costs and orders that follow under the International Fire Code 2018 Edition along with the approved amendments outlined in this document.

(8) *Section 112.4 Failure to comply* is hereby amended to read as follows:

112.4 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine as determined by the court.

(9) *Section 202. Definitions,* terms are hereby amended or added in alphabetical sequence in the following respects:

"Board" shall mean the Board of Directors of the Eaton Fire Protection District.

"Board of Appeals" shall refer to the Board of Directors of the Eaton Fire Protection District.

"Bureau of Fire Prevention" shall mean either the entire Fire Prevention Division or those employees designated by the Chief to carry out enforcement duties relating to the prevention of fires and suspicion of arson.

"Chief" or "Chief of the Bureau of Fire Prevention" shall mean the Chief of the Eaton Fire Prevention District, or a designated member of the District.

"District" shall mean the Eaton Fire Protection District.

"Jurisdiction" shall mean the boundaries of the Eaton Fire Protection District as they now or may hereafter exist.

"Rural" shall be held to mean the geographic area as determined by the fire code official that traditionally has had limited fire flow.

"Urban" shall be held to mean the geographic area as determined by the fire code official that traditionally has had adequate fire flow.

(10) *Section 307.1.1 Prohibited open burning* is hereby amended and reads as follows:

307.1.1 Prohibited open burning. Open burning shall be prohibited when atmospheric conditions or local circumstances make such fire hazardous. Open burning shall be specifically prohibited during active Red Flag Warnings.

(11) *Section 307.2 Permit required* is hereby amended and reads as follows:

307.2 Permit required. A permit shall be obtained from the County Health Department of jurisdiction in accordance with Section 105.6.32 prior to kindling a fire for recognized silvicultural or range or wildlife management practices, prevention or control of disease or pests. Application for such approval shall only be presented by and permits issued to the owner of the land, or owner's designated agent, on which the fire is to be kindled.

(12) New *Section 319.11 Mobile food preparation vehicle inspections* is hereby added and reads in its entirety as follows:
319.11 Mobile food preparation vehicle inspections. Mobile food preparation vehicle inspections shall be in accordance with this section and section 107. Inspections shall be conducted annually by an approved *fire code official* or by another approved local fire department that has completed an annual inspection. The owner or owner's representative must produce an incompliance annual inspection for that specific year. The fee for a mobile food preparation vehicle annual inspection in Eaton Fire Protection District is $75.00. The fee is subject to change in accordance with neighboring fire jurisdictions.

(13) *Section 503.2 Specification* is hereby amended and reads as follows:
503.2 Specifications. Fire apparatus access roads shall be installed and arranged in accordance with Section 503.2.1 through 503.2.8 and Appendix D of this code.

(14) *Section 505.1 Address identification* is hereby amended and *subsections 505.1.1 and 505.1.2* is hereby added and reads in its entirety as follows:
505.1 Address identification. New and existing buildings and facilities shall be provided with *approved* address identification assigned by the governmental entity having jurisdiction. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall be not less than 4 inches (102mm) high with a minimum stroke width of ½ inch (12.7mm) and shall comply with sections 505.1.1 and 505.1.2. Where required by the *fire code official*, address identification shall be provided in additional approved locations to facilitate emergency response. Where access by means of a private road and the building cannot be viewed from the public way, a monument, pole or other sign or means shall be used to identify the structure. Address identification shall be maintained by the property owner.

505.1.1 Size of address numbers. Address numbers shall be sized as follows:

1. One- and two-family homes shall have minimum 4-inch-high address numbers, with a minimum stroke width of ½ inch.
2. New multi-family or commercial buildings and facilities shall have minimum 6-inch-high numbers, with a minimum stroke width of 1 inch.
3. Individual unit or suite addresses in multi-family or commercial buildings shall be displayed with minimum 4-inch-high numbers, with a minimum stoke width of ½ inch.
4. New buildings three or more stories in height, or new buildings with a floor area of 15,000 square feet or more, shall have minimum 8-inch-high numbers, with a minimum stroke width of 1 inch.

505.1.2 Placement of address. The address numerals for any commercial or industrial buildings shall be placed at a height to be clearly visible from the street. Where required by the *fire code official,* address identification shall be provided in additional, approved locations to facilitate emergency response.

(15) *Section 507.5 Fire hydrant systems* is hereby amended and reads as follows:
507.5 Fire hydrant systems. Fire hydrant systems shall comply with Sections 507.5.1 through 507.5.6, and Appendix C of this code.

(16) *Section 507.5.1 Where required* under *Exceptions* is hereby added to read as follows:
Exceptions:

5. The *fire code official* may allow an alternate, approved means of water supply in accordance with NFPA 1142: *Standard on Water Supplies for Suburban and Rural Fire Fighting.*

(17) *Section 903.2.8 Group R* is hereby amended to read as follows:
903.2.8 Group R. An *automatic sprinkler system* installed in accordance with Section 903.3 shall be provided throughout all commercial buildings with a Group R fire area, unless otherwise regulated by local ordinance.

(18) *Section 1206.2 Stationary storage battery* systems is hereby amended to read as follows:
1206.2 Stationary storage battery systems. Stationary storage battery systems having capacities exceeding the values shown in Table 1206.2 shall comply with section 1206.2.1 through 1206.2.12.6, as applicable. Installation of stationary energy storage systems shall comply with *NFPA 855 Standard for the Installation of Stationary Energy Storage Systems.*

(19) *Section 5601.1.3 Fireworks* is hereby amended to read as follows:

5601.1.3 Fireworks. The possession, manufacture, storage, sale, handling and use of fireworks are prohibited unless permitted by state and local laws.

(20) *Section 5601.1.3 Fireworks* under *Exceptions* is hereby amended to read as follows:

Exceptions:

6. The possession, storage, sale, handling and use of Permissible Fireworks in accordance with state statute and local municipal codes.

(21) *Section 5601.2.2 Sale and retail display* is hereby amended to read as follows:

5601.2.2 Sale and retail display. Persons shall not construct a retail display nor offer for sale explosives, explosive materials or fireworks on highways, sidewalks, public property or in any permanent building.

(22) *Section 5602 Definitions* is hereby amended with the addition of the following definition:

Permissible Fireworks. As defined in Colorado Revised Statues, 12-28-101 § CRS.

(23) *Section 5704.2.9.6.1 Locations where above-ground tanks are prohibited* is hereby amended to read as follows:

5704.2.9.6.1 Locations where above-ground tanks are prohibited. Storage of Class I and II liquids in above-ground tanks outside of buildings is prohibited within the limits established by law as follows:

1. As addressed by ordinance and/or zoning regulation adopted by a branch of local government within the District.
2. Any area within unincorporated parts of the District which are not zoned industrial or agricultural by the zoning ordinance of Weld County.

(24) *Subsection 5704.2.14.1 Removal* is hereby added to and reads as follows:

7. Removal of above-ground and underground tanks shall by in accordance with the International Fire Code, federal, state and local regulations.

(25) *Section 5706.2.4.4 Locations where above-ground tanks are prohibited* is hereby amended to read as follows:

5706.2.4.4 Locations where above-ground tanks are prohibited. The storage of Class I and II liquids in above-ground or underground tanks outside of buildings is prohibited within the limits established as follows:

1. As addressed by ordinance and/or zoning regulation adopted by a branch of local government within the District.
2. Any area within unincorporated parts of the District which are not zoned industrial or agricultural by the zoning ordinance of Weld County.

(26) *Section 5706.3 Well drilling and operating* is hereby added to and reads as follows:

5706.3.9 Portable fire extinguishers. Portable fire extinguishers shall be located throughout the site in accordance with Colorado Oil and Gas Conservation Commission (COGCC) series 600 rules and in locations approved by the fire code official.

5706.3.10 Identification of hazards. All hazardous material tanks or containers shall be appropriately labeled in accordance with NFPA 704, or other standard as approved by the fire code official. All hazard markings shall be maintained by the operator.

5706.3.11 Access roads. All access roads to well drilling and operating facilities shall comply with Section 503.1 and Appendix D of this code, and the established Weld County access road requirements and processes.

5706.3.12 Facility security. All fences and gates installed to provide facility security shall comply with Section 503.6 of this code. The code official may require a Knox Box, Knox Switch, or Knox Padlock to be installed by the operator to provide fire department access to the site if the operator does not have other approved methods in place to provide fire department access.

5706.3.13 Safety regulations. All oil and gas locations shall comply with all Colorado Oil and Gas Conservation Commission (COGCC) rules and regulations. COGCC Series 600 shall be specifically addressed for all site safety requirements.

(27) *Section 5806.2 Limitations* is hereby amended and reads as follows:

5806.2 Limitations. Storage of flammable cryogenic fluids in stationary containers outside of buildings is prohibited within the limits established as follows:

1. As addressed by ordinance and/or zoning regulation adopted by branch of local government within the District.
2. Any area within unincorporated parts of the District which are not zoned industrial or agricultural by the zoning ordinance of Weld County.

(28) *Section 6104.2 Maximum capacity within established limits* is hereby amended and reads as follows:

6104.2 Maximum capacity within established limits. Within the limits established by law restricting the storage of liquefied petroleum gas for the protection of heavily populated or congested areas, the aggregate capacity of any one installation shall not exceed a water capacity of 2,000 gallons (7570 L) or the following limits, whichever is more restrictive:

1. As addressed by ordinance and/or zoning regulation adopted by a branch of local government within the District.
2. Any area within unincorporated parts of the District which are not zoned industrial or agricultural by the zoning ordinance of Weld County.

Exception: In particular installations, this capacity limit shall be determined by the fire code official, after consideration of special features such as topographical conditions, nature of occupancy, and proximity to buildings, capacity of proposed LP-gas containers, degree of fire protection to be provided and capabilities of the local fire department. These provisions shall not be interpreted so as to conflict with the provisions of Colorado Revised Statutes Title 8, Article 20 or Title 34 as amended. In the event of any conflict, the more restrictive provision shall prevail.

(29) *Chapter 80 Referenced Standards* is hereby amended by adding the following additional referenced standard in alphabetical and numerical sequence:

COGCC Colorado Oil and Gas Conservation Commission
1120 Lincoln Street, suite 801
Denver, CO 80203

Rules and regulations: Series 600 Safety and Facility Operations Regulations
610. Fire Prevention and Protection – 610 q
Referenced in Section 5706.3.9

	Rules and regulations: Series 600 Safety and Facility Operations Regulations Referenced in section 5706.3.12
CRS	Colorado Revised Statues Colorado General Assembly 200 E. Colfax Avenue Denver, CO 80203
	CRS part 20 article 33.5 to title 24. Definition. Referenced in Section 5601.2.2 CRS article 20 title 8. Division of Oil and Public Safety. Referenced Section 6104.2 Exception CRS Title 34 Mineral Resources. Referenced in Section 6104.2 Exception
NFPA – 17	National Fire Protection Association 1 Batterymarch Par Quincy, MA 02169-7471
	NFPA 1142: Standard on Water Supplies for Suburban and Rural Firefighting Referenced in Section 507.5.1
NFPA – 855	National Fire Protection 1 Batterymarch Par Quincy, MA 02169-7471
	NFPA 855: Standard for the Installation of Stationary Energy Storage Systems Referenced in Section 1206.2

(30) *Appendix A Board of Appeals* is hereby adopted in its entirety.

(31) *Appendix B Fire-Flow Requirements for Buildings* is hereby adopted and amended and reads as follows:

Section B105.1 One- and two- family dwellings, group R-3 and R-4 buildings and townhouses is hereby deleted to be replaced with B105.1, B105.1.1 and Table B105.2(1) that reads as follows:

B105.1 One- and two-family dwellings. The minimum fire-flow for one- and two-family dwellings shall be calculated by Table B102.2(1).

B105.1.1 Group R-3 and R-4 Buildings and townhouses. Group R-3 and R-4 buildings and townhouses shall be as specified in Tables B105.1(1) and B105.1(2).

Exception: Buildings that do not contain more than two dwelling units.

Table B105.2(1)
Water Flow and Duration for One- and Two- Family Dwelling

Type	Fire-flow requirements (GPM)	Flow duration (hours)	Hydrant spacing (feet)[A]	Maximum distance from a structure to a hydrant (feet)
Urban one- and two-family dwelling	1000	1	600	300
Rural one- and two-family dwelling	500	1	TBD[B]	TBD[B]

[A] Reduce by 100 feet for dead-end streets or roads.
[B] To Be Determined (TBD) based on water supply and alternative methods as mentioned in 903.1.1, 904.2 and B105.4.

Section B105 Fire-flow requirements for buildings is hereby added to and reads as follows:

B105.4 Fire flow agreement. In locations throughout the District where required fire flows cannot be provided, Eaton Fire Protection District may enter into a written agreements in accordance with 903.1.1 and 904.2. Said agreement will provide enforcement and compliance with the owner, lessee, occupant, or authorized agent thereof, or any property building or structure, or interested person directly affected by the application of this code. Said agreements may extend the time for compliance with this code, and may contain such terms and conditions that the *fire code official* deems appropriate to adequately protect the life, health, property, security and welfare of the general public. However, said agreement may expire once the infrastructure improvements for water lines in Eaton Fire Protection District have been made available for building or portions of building.

(32) *Appendix C Fire hydrant locations and distribution* is hereby adopted and amended and reads as follows:
Section C102 Number of fire hydrants is hereby amended and reads as follows:
C102.1 Minimum number of fire hydrants for a building. The number of fire hydrants available to a building shall be not less than the minimum specified in Table C102.1 and Table B105.2(1).

Section C106 Placement of fire hydrants is hereby added and reads as follows:

C106 Placement of Fire Hydrants.

1. Hydrants shall not be more than 10 feet from an approved fire access or roadway. The grade from the roadway or access and the hydrant shall be near to level.
2. Hydrants in developments without a grid type street design will be based upon an evaluation by the fire department to ensure operational needs.

3. Hydrants in dead end streets shall be based upon the distance of the street from the intersection to the end of the street.
4. Hydrants at the end of dead-end streets where the water line is a dead end shall be used as a blowout and it is not credited for use in firefighting operations.
    a. Blowouts shall be designed to ensure that the blowout will not adversely affect fire-fighting operations due to failure. (2" single outlet with a 2" valve off of the main water line with a like seal such as the Waterous Pacer with equivalent pressure ratings and an isolated resilient wedge valve).
5. Streets and islands may require additional hydrants unless the hydrants are placed in the island.

(33) *Appendix D Fire apparatus access roads* is hereby adopted in its entirety.

(34) *Appendix E Hazard categories* is hereby adopted in its entirety.

(35) *Appendix F Hazard ranking* is hereby adopted in its entirety.

(36) *Appendix G Cryogenic fluids-weight and volume equivalents* is hereby adopted in its entirety.

(37) *Appendix H Hazardous materials management plan (HMMP) and hazardous materials inventory statement (HMIS) instructions* is hereby adopted in its entirety.

(38) *Appendix I Fire protection systems-noncompliant conditions* is hereby adopted in its entirety.

Section 2. Severability. If any part or provision of this Ordinance, or its application to any person or circumstance, is adjudged to be invalid or unenforceable, the invalidity or unenforceability of such part, provision, or application shall not affect any of the remaining parts, provisions or applications of this Ordinance that can be given effect without the invalid provision, part or application, and to this end the provisions and parts of this Ordinance are declared to be severable.

Section 3. Repealer. All prior ordinances or resolutions enacted by the Town or parts thereof conflicting or inconsistent with the provisions of this Ordinance are hereby repealed, except that this repealer shall not repeal the repealer clauses of such other ordinances or resolutions nor revive any such ordinance or resolution.

Section 4. Code revisions. Minor changes such as the format and other changes to unify the revised Code may be necessary. The Town Clerk is hereby authorized to make such changes, provided that neither the intent nor substantive content will be altered by such changes.

Section 5. Effective Date. This Ordinance shall be effective thirty (30) days after its publication. The Town Clerk shall certify the date of publication and such certification shall be maintained with the original of this Ordinance. The Town Clerk shall make not less than three copies of the adopted Town Code available for inspection by the public during regular business hours.

INTRODUCED, AND APPROVED on first reading by the Board of Trustees of the Town of Eaton, Colorado, this ____ day of _____, 2022.

TOWN OF EATON, COLORADO

ATTEST:

By:_____
Margaret Jane Winter, Town Clerk

By:_____
Scott E. Moser, Mayor

PASSED UPON FINAL APPROVAL AND ADOPTED on second reading by the Board of Trustees of the Town of Eaton, Colorado, this _____ day of _____, 2022.

TOWN OF EATON, COLORADO

ATTEST:

By:_____
Margaret Jane Winter, Town Clerk

By:_____
Scott E. Moser, Mayor

DRAFT

NEW BUSINESS

TOWN OF EATON, COLORADO
RESOLUTION NO. 2022-21

RESOLUTION ADOPTING TOWN OF EATON WATER MASTER PLAN

WHEREAS, the Town of Eaton, Colorado (the "Town") is a municipal corporation duly organized and existing under the Constitution and laws of the State of Colorado; and

WHEREAS, the Town Board of Trustees ("Town Board") constitutes the legislative body of the Town with authority to set the policies of the Town; and

WHEREAS, the Town retained Northern Engineering Services, Inc., a Colorado corporation ("NES"), to prepare a water master plan to provide the Town with information to make sound decisions related to the Town's water portfolio; and

WHEREAS, on July 21, 2022, NES presented a draft of the Town of Eaton Water Master Plan to the Town Board; and

WHEREAS, the Town thereafter made the draft plan available for public review and comment; and

WHEREAS, on September 15, 2022, NES presented the final Town of Eaton Water Master Plan to the Town Board; and

WHEREAS, after review, and based on NES's report and recommendation to the Town Board, the Town Board desires to adopt the Town of Eaton Water Master Plan; and

WHEREAS, the Town Board finds that adoption of the Town of Eaton Water Master Plan is in the best interests of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN BOARD OF THE TOWN OF EATON, COLORADO, THAT:

Section 1: The Town Board hereby adopts the Town of Eaton Water Master Plan, a copy of which is attached hereto as Exhibit A.

Section 2: The Town Clerk is hereby directed to have the Town of Eaton Water Master Plan posted on the Town's website.

Section 3: This Resolution shall be effective upon adoption.

PASSED, SIGNED, APPROVED, AND ADOPTED this 15th day of September, 2022.

TOWN OF EATON, COLORADO

ATTEST:

By:_____
Margaret Jane Winter, Town Clerk

By:_____
Scott E. Moser, Mayor

TOWN OF EATON, COLORADO
RESOLUTION NO. 2022-22

RESOLUTION ADOPTING TOWN OF EATON WASTEWATER MASTER PLAN

WHEREAS, the Town of Eaton, Colorado (the "Town") is a municipal corporation duly organized and existing under the Constitution and laws of the State of Colorado; and

WHEREAS, the Town Board of Trustees ("Town Board") constitutes the legislative body of the Town with authority to set the policies of the Town; and

WHEREAS, the Town retained Northern Engineering Services, Inc., a Colorado corporation ("NES"), to prepare a wastewater master plan to provide the Town with information to make sound decisions related to the Town's wastewater system, including the infrastructure related thereto; and

WHEREAS, on July 21, 2022, NES presented a draft of the Town of Eaton Wastewater Master Plan to the Town Board; and

WHEREAS, the Town thereafter made the draft plan available for public review and comment; and

WHEREAS, on September 15, 2022, NES presented the final Town of Eaton Wastewater Master Plan to the Town Board; and

WHEREAS, after review, and based on NES's report and recommendation to the Town Board, the Town Board desires to adopt the Town of Eaton Wastewater Master Plan; and

WHEREAS, the Town Board finds that adoption of the Town of Eaton Wastewater Master Plan is in the best interests of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN BOARD OF THE TOWN OF EATON, COLORADO, THAT:

Section 1: The Town Board hereby adopts the Town of Eaton Wastewater Master Plan, a copy of which is attached hereto as Exhibit A.

Section 2: The Town Clerk is hereby directed to have the Town of Eaton Wastewater Master Plan posted on the Town's website.

Section 3: This Resolution shall be effective upon adoption.

PASSED, SIGNED, APPROVED, AND ADOPTED this 15th day of September, 2022.

TOWN OF EATON, COLORADO

ATTEST:

By:_____
Margaret Jane Winter, Town Clerk

By:_____
Scott E. Moser, Mayor

August 17. 2022
VIA EMAIL
Wesley LaVanchy, Interim Town Administrator
Town of Eaton
223 1st Street
Eaton, CO 80615

RE: Solids Handling Alternatives Analysis for the Town of Eaton

Dear Mr. LaVanchy:

Northern Engineering Services is pleased to submit this solids handling alternative analysis for the Town of Eaton's Wastewater Treatment Plant. This memorandum intends to provide alternatives and a recommendation to address the current issues with the dewatering system. Plans for future growth and development through 2040 will be addressed in the 2022 Wastewater Master Plan.

1.0 EXECUTIVE SUMMARY

The solids handling/dewatering system at the Town of Eaton Wastewater Treatment Facility (EWWTF) is currently not operational. Liquid sludge is being hauled several times per week, costing approximately $15,000 per week ($780,000 per year). This memorandum intends to provide alternatives and recommendations to address the current issues and plan for growth and development through 2040 for the solids handling portion of the WWTP. This information will also be included in the 2022 Wastewater Master Plan.

The near-term solutions considered were:

1A – Liquid Sludge Hauling and Disposal

1B – In-kind replacement of existing centrifuge

1C - Purchase or lease of small screw press from McDonald Farms.

Longer-term solutions not considered in this memo, but that will be considered as part of the master plan include:

2 – New Centrifuge

3 – New Screw Press

The near-term solutions are meant to address the current unsustainable disposal spending, while the long-term alternatives will address increased capacity until 2040. Subject to proposed developments occurring within the next 10 years, as projected in the 2022 Waste Water Master Plan. Table 1 summarizes the costs for the three near-term solutions.

Table 1: Alternatives Cost Analysis

Alternative	Capital Cost	Yearly O&M Cost	Lead Time	Opportunity Cost
1A - (Liquid Sludge Hauling and Disposal)	-	$780,000	0 Days	-
1B - (In-Kind Replacement of Centrifuge)	$308,000	$200,000	180 Days	$385,000
1C - (Screw Press from McDonald Farms)	$294,000	$194,000	60 Days	$128,000

2.0 INTRODUCTION

2.1 BACKGROUND

The Town of Eaton Wastewater Treatment Facility (EWWTF) is an activated sludge treatment process permitted for 0.75 million gallons per day (mgd) annual average daily flow (AADF). The liquid treatment process consists of screening and grit removal facilities, followed by an extended aeration system that consists of primary and secondary aeration followed by a biological nutrient removal process that utilizes an Aero-Mod ClarAtors Sequox system. Ultraviolet disinfection is utilized to treat the AeroMod ClarAtor effluent before final discharge to the Poudre River.

Waste-activated sludge drawn from secondary aeration basins is stabilized to Class B biosolids through aerobic digestion. The stabilized solids are then pumped to a biosolids handling facility for dewatering with a centrifuge. An inclined shaftless and enclosed screw conveyor conveys dewatered sludge to the truck loadout bay. Solids are loaded onto plant trucks from the loadout bay and deposited at onsite sludge drying beds for temporary storage before hauling offsite using contract haulers. Contract haulers transport the Class B biosolids from the sludge drying beds to composting offsite. Composting further stabilizes Class B biosolids to Class A.

2.2 EXISTING DEWATERING FACILITIES

The existing dewatering system at EWWTP consists of the following:

- 1 sludge grinder
- 1 progressing cavity (PC) dewatering feed pump
- 1 emulsion dewatering polymer system
- 1 centrifuge
- 1 cake conveyer
- 1 cake load-out bay

The existing dewatering system has presented operational challenges to plant staff including the following:

- The dewatering polymer system is nearing the end of its useful life and requires regular maintenance. Plant staff has also noted that due to the polymer tote system being too high, it has become unsafe to unload polymer and manually deliver neat polymer to the tote system. Plant staff noted that this current polymer system configuration has caused issues in the past.

- The existing manual sludge control valve upstream of the progressing cavity pump is difficult to maneuver.
- The progressing cavity pumps are operated at approximately 40 gpm despite being rated for 70 gpm. The dewatering centrifuges clog at higher feed rates. As a result, the PC pumps are limited to half their rated capacity to avoid clogging the centrifuge. The pumps are also old and show signs of corrosion. The pumps break down frequently and require significant operation and maintenance attention.
- The centrifuge is rated for approximately 80 gpm hydraulic loading capacity; however, plant staff has reported that the unit starts plugging up when operated near its rated capacity. The unit is currently limited to only 40 gpm due to issues with plugging up at higher feed flows. Because of reduced throughput, operators must operate the centrifuges longer than the designed operating schedule. This reduces the operator's attention to other plant processes since they must invest significant time attending to the centrifuge.
- The current conveyor is approximately 9 inches and has not presented the plant with any significant operational challenges. Plant staff noted that, while they haven't needed it, they have had issues with the conveyor wash water spray system and the auger has a major leak.

2.3 OBJECTIVES AND GOALS

The purpose of this technical memorandum is to evaluate short-term alternatives that address the large expenditures for liquid hauling, as well as present more long-term solutions that account for new developments. Alternatives were developed and evaluated to address the following main objectives:

- Improved dewatering performance, including achieving drier cake at a higher throughput with minimal downtime. This would allow operators to dedicate some of their time to other unit processes at the plant.
- Improved emulsion polymer handling system including the polymer loading facilities
- Evaluate existing dewatering auxiliary systems, including the dewatering feed pump and dewatered cake conveyance system. The assessment of auxiliary equipment was to determine if they have sufficient capacity to handle projected future flows and loads.

3.0 NEAR TERM ALTERNATIVES

3.1 ALTERNATIVE 1A – LIQUID SLUDGE HAULING AND DISPOSAL

This alternative is also the "do nothing" alternative. Liquid sludge would be hauled off for disposal, this has a cost of $780,000 per year, based on the current weekly expenses of approximately $15,000.

3.2 ALTERNATIVE 1B – REPLACEMENT OF EXISTING CENTRIFUGE

This alternative includes the replacement of the existing centrifuge, the installation of a new dewatering feed pump, and a new emulsion polymer makeup system. Additionally, the dewatering feed control valve will be replaced. The existing shaftless screw conveyer will be reused for conveying dry cake for disposal. This alternative has a capital expense of $308,000 and an O&M expense of $200,000, and it has a 6 month lead time. The main benefit of this alternative is the higher capacity of the centrifuge will require fewer operating hours, however, the long lead time would cost $385,000 in liquid sludge hauling costs.

3.3 ALTERNATIVE 1C – PURCHASE OR LEASE SCREW PRESS

This alternative includes purchasing or leasing a screw press from McDonald Farms. The 30 gpm skid-mounted system includes a dry polymer system. The existing centrifuge would have to be decommissioned and modifications would have to be made to the building interior and piping to accommodate this unit. New dewatering feed pump, valves, and other ancillary equipment would also need to be replaced. This alternative has a capital expense of $294,000 and an O&M expense of $194,000. A leasing option is available at 4,800 per month, with a 2-year minimum commitment. This alternative has a 60-day lead time. The shorter lead time, when compared to alternative 1B would cost $128,000 in liquid hauling costs. Since this is a smaller unit, it would have to operate approximately 8-10 hours every day, however, the unit requires little operator intervention, making this operating regime feasible.

3.4 NEAR-TERM ALTERNATIVE RECOMMENDATION

While both alternatives 1B and 1C have similar capital and O&M costs, the recommended alternative is 1C, (purchase or lease a screw press from McDonald's Farms due to the significantly shorter lead time. The shorter lead time would save $257,000 in liquid sludge disposal. Table 1, shows the cost analysis for each alternative.

Table 1: Alternatives Cost Analysis

Alternative	Capital Cost	Yearly O&M Cost	Lead Time	Opportunity Cost
1A - (Liquid Sludge Hauling and Disposal)	-	$780,000	0 Days	-
1B - (In-Kind Replacement of Centrifuge)	$308,000	$200,000	180 Days	$385,000
1C - (Screw Press from McDonald Farms)	$294,000	$194,000	60 Days	$128,000

If you have any questions or concerns regarding the materials submitted, please do not hesitate to reach out.

Sincerely,
NORTHERN ENGINEERING SERVICES, INC.

Leah Santiago
Project Engineer

Rene Santin, PE
Municipal Engineer

cc: Greg Brinck, Assistant Town Manager, Eaton
Bradley A Curtis, Director of Municipal Services, Northern

STAFF REPORT(S)

Administrative Report: Board of Trustees Meeting September 2022

Wesley LaVanchy, ITM

TOWN OF EATON 223 First Street Eaton, CO 80615

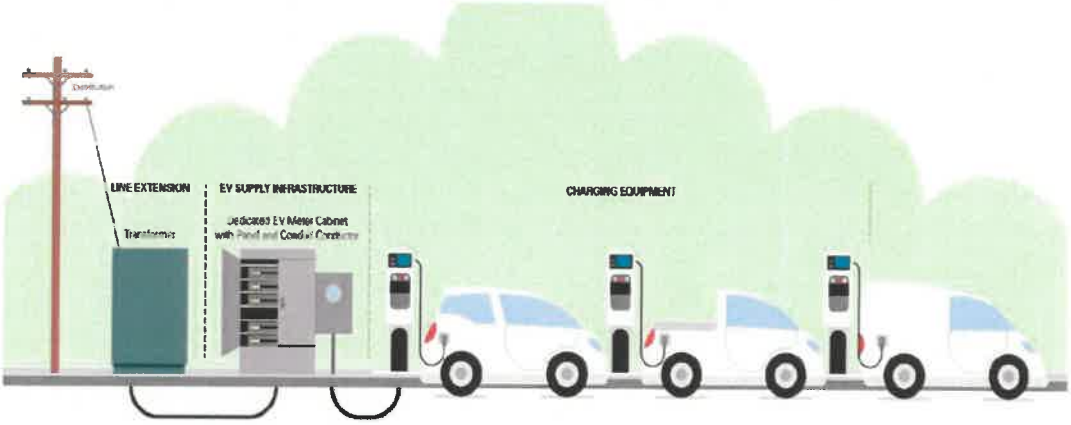
Public Safety:

- **Rocky Mountain Command College –** Eaton Public Safety command staff is participating in the Rocky Mountain Command College September 12th-16th. The Rocky Mountain Command College (RMCC) is an opportunity for law enforcement executives and leaders at all levels to discover information about emerging issues and recent developments influencing law enforcement. RMCC is a 40-hour training with faculty consisting of experts from the law enforcement field and the private sector. This training is geared toward law enforcement leaders, generally sergeants and above, who can then pass on learning to their subordinate leaders and teams. Leaders of small departments are encouraged to attend but agencies of all sizes are welcome Topics include:

  - ☐Leadership
  - ☐ Officer Involved Shooting Response
  - ☐ Police Survival & Wellness
  - ☐ Leveraging FBI Resources
  - ☐ Case Studies

Planning:

- **Fast Charging Electronic Vehicle Charging Station:** The Town of Eaton has been awarded a public charging station by Xcel Energy. This community charging station will be installed and maintained by Xcel Energy and will provide fast charging service with ADA accessibility on lots in the rear or the police station area.



These offerings are part of the company's Colorado Transportation Electrification Plan and Xcel Energy's EV vision to power 1.5 million EVs on the road in the states we serve by 2030. As Xcel Energy increases the amount of renewable and carbon-free energy on its system, customers are increasingly charging with cleaner, reliable, and more affordable energy, allowing people to charge EVs for less than the equivalent of $1 per gallon of gas. In total, over a three-year period, the programs will provide about 20,000 charging plugs in homes, businesses, workplaces, community charging hubs and other public places in Colorado.

Public Works

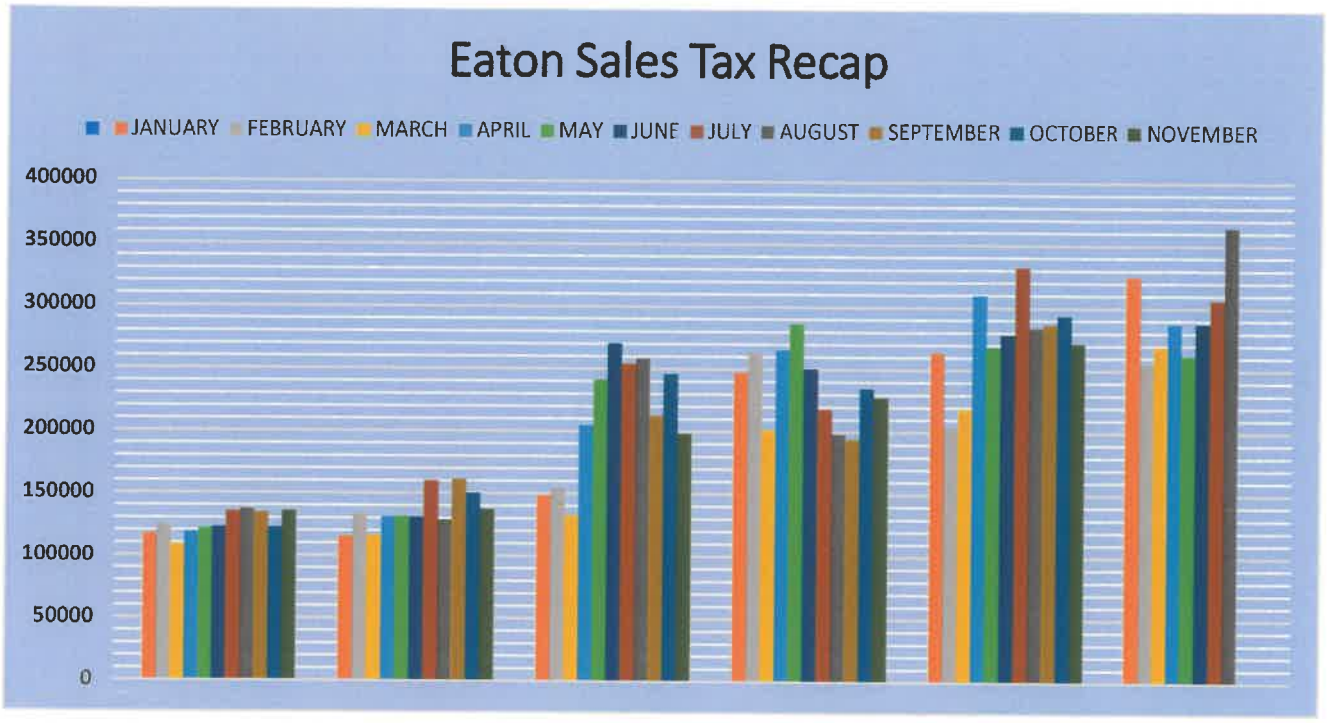
- **Modular Building for Public Works** – The Eaton School District Board of Directors will consider the sale of the Eaton Elementary modular building to the Town of Eaton for use by the public works at the Eaton Wastewater Treatment Plant. Northern Engineering is assisting with the site preparation and permitting requirements. It is likely that we will need to commence a 404 permit for this facility as it is in the floodplain/floodway.

Finance:

- **Budget Schedule:**
  - September 15th Board meeting & brief Budget update
  - October 13th 7:00 Study Session
  - November 10th, Reserved for another study session to iron out substantive changes
  - November 17th regular board meeting – update/revision as warranted or needed.
  - Regular December meeting on the 8th instead of the 15th so the budget and mill levy can be adopted and submitted to the county.

- **Sales Tax –** Please see the attached spreadsheet. The Town's collections were up 28% for the month of August, year over year, and we are at an overall increase of 9% year to date. This translates to a $198,080 increase year to date.

EATON SALES TAX REVENUE							
MONTH	**2017**	**2018**	**2019**	**2020**	**2021**	**2022**	
JANUARY	$ 117,383	$ 115,508	$ 148,478	$ 247,302	$ 264,114	$ 325,462	23%
FEBRUARY	$ 125,168	$ 133,449	$ 155,032	$ 263,335	$ 204,045	$ 255,289	25%
MARCH	$ 108,650	$ 116,585	$ 132,633	$ 201,606	$ 218,997	$ 269,309	23%
APRIL	$ 119,001	$ 131,067	$ 205,063	$ 265,572	$ 309,747	$ 287,382	-7%
MAY	$ 121,707	$ 131,726	$ 241,561	$ 286,634	$ 268,755	$ 262,003	-3%
JUNE	$ 122,883	$ 131,016	$ 270,446	$ 250,556	$ 278,204	$ 287,739	3%
JULY	$ 135,483	$ 160,449	$ 254,460	$ 218,448	$ 332,329	$ 306,415	-8%
AUGUST	$ 137,205	$ 128,922	$ 258,373	$ 198,349	$ 283,600	$ 364,272	28%
SEPTEMBER	$ 134,308	$ 161,560	$ 212,889	$ 194,457	$ 286,652		
OCTOBER	$ 122,284	$ 150,232	$ 245,980	$ 235,241	$ 293,425		
NOVEMBER	$ 135,816	$ 137,568	$ 198,571	$ 227,873	$ 271,386		
DECEMBER	$ 117,311	$ 136,501	$ 213,118	$ 233,058	$ 281,838		
TOTALS	**$1,497,199**	**$1,634,583**	**$2,536,604**	**$2,822,432**	**$3,293,091**	**$2,357,871**	**9%**
		$ 137,384	*$ 902,021*	*$ 285,828*	*$ 470,659*	*YTD*	
		9%	*55%*	*11%*	*17%*	*9%*	


Eaton Sales Tax Recap
JANUARY
FEBRUARY
MARCH
APRIL
MAY
JUNE
JULY
AUGUST
SEPTEMBER
OCTOBER
NOVEMBER
400000
350000
300000
250000
200000
150000
100000
50000
0

TOWN OF EATON

POLICE DEPARTMENT

August 2022 Police Progress and Statistical Summary

September 1st, 2022

Monthly Police Progress

***Municipal Court Revenues Collected in August:**

$30,758.25
Year to Date: $223,646.00

***Eaton Police Investigated / Assigned Case Numbers:**
22-04520
Total Case Numbers for August: 579
Year to Date: 4520

E.P.D patrolled mileage for August:
August 2022: 3,854 miles

E.P.D patrolled mileage Year to Date:
38,417 miles

Year to Date Department Training Hours: 1,383

Statistical Report for August 2022:

Total Citations for August 2022: 165

Year to date: 1,267

Municipal Traffic Citations: 143

Year to date: 1,114

State of Colorado (Weld County Traffic Citations): 7

Year to Date: 57

Municipal Criminal Citations: 6

Year to Date: 43

Municipal Code Enforcement Citations: 9

Year to Date: 50

Municipal Code Warnings: 24

Year to Date: 175

Total Arrests for August 2022: 10

Year to Date: 108

DUI Arrests: 5

Year to date: 21

FTA/FTP Warrant Arrests: 2

Year to Date: 30

Animal Attacks: 1

Year to Date: 12

Assault: 1

Year to Date: 7

Burglary: 0

Year to Date: 5

Controlled Substance: 1

Year to Date: 4

Fraud/Identity Theft: 1

Year to Date: 9

Mental Health Holds: 0

Year to Date: 5

Motor Vehicle Theft: 1

Year to Date: 10

Sex Crimes: 0

Year to Date: 12

Current Eaton Police Registered Sex Offenders as of August 2022: 9

Theft: 6

Year to Date: 38

Traffic Accidents: 2

Year to Date: 44

Trespassing: 5

Year to Date: 19

Report
TOWN OF EATON
POLICE DEPARTMENT

To: Board of Trustees, Interim Town Manager LaVanchy
From: Chief Kevin Sturch
Date: 09/09/2022
RE: August Reports

First, I apologize to you all for my absence, Corporal Allen is filling in for me this meeting. I am at a Command College with my, Lieutenant and sergeants, and we will be bringing a ton of knowledge back with us to make sure we are the best supervisors we can be.

August was a very proactive month for my team. We were very busy preparing for the End of Summer Bash, active shooter training with EFD, and a Active Shooter table top, as well as keeping a presence of patrol for our citizens.

My team smashed it and kept up with all the things that came up with the above activities.

Active shooter training at the new high school was very eye opening and the Officers along with EFD trained very hard and kept a very serious mindset while doing so. I applaud them for their hard work and commitment to this training.

The 1st annual End of Summer Bash was a huge success I want to thank all of our sponsors who made this happen with generous donations. Thank you to, 1888 Industrial Services,
Dusty Kraft with The Krafting Realty One Group,
Independent Financial, Heritage Market, Eaton Area Park and Recreation District, Hero Expeditions, Mauka Shaved Ice, Ree Design Concepts, C3 Real Estate Solutions, and Eaton Prairie Ranch, with out these sponsors it would have been hard to throw such a great event. I also want to thank the DJ who kept this event going. We had a

huge turn out and can't wait to make this a every year event. A huge shout out to Cpl Allen and Clerk Pena for their hard work putting this event together.

The round table was also a huge eye opener for the participants. I have included the OEM flyer with this report. I am very proud of all the Departments that came together for this round table, and I thank Denise Bradshaw with OEM for her continued hard work in our community. The partnerships that were strengthened during this round table will lead to success in all aspects of daily workflow between us all.

The Dallas Duran, Kennedi Ingram school drive brought in 3 to 4 times the amount of school supplies then lasts years school supply drive. THANK YOU ALL. I was able to go on KFKA radio on 09-01-2022 (I do have a face that is perfect for radio), and discuss the supply drive and the reason I asked both Dallas's and Kennedi's parents for permission to name the drive after them. If was a very heartfelt interview as the DJ was a close friend to the Ingrams. We did fill several orders with the supplies and donated the rest to the School District.

Thank you,

Chief Sturch

090122_Eaton tabletop exercise social post 2

Facebook: "What are the channels we're using for communication? "How many incident command posts do we have right now?" Those questions and many more were asked and answered last Thursday in the Eaton Recreation Center last Thursday as part of a tabletop exercise, coordinated by the Weld County Office of Emergency Management (OEM).

The exercise, developed by the Eaton Police Department and attended by members of Weld RE-2, Banner Health and the Eaton Fire Protection District, presented each agency with the fictional emergency response scenario of responding to an incident within the high school. While each agency has response policies in place, the half-day exercise gave each a chance to work through their different areas of emergency response — prevention, response, and recovery — as well as the opportunity to test their policies, and work together as a team, much like they would in a real incident. After the incident, evaluators identified strengths and areas for improvement.

"I think training such as this helps us become a stronger team, and I look forward to the coming months of partnerships and training," said Kevin Sturch, Eaton Police Chief.

090122_Eaton tabletop exercise social post 2

Tabletop exercises are one way OEM assists municipalities in preparing for emergencies. You can learn more about OEM's continued efforts to assist the county and communities prepare for and respond to emergencies in the Sept. 5 edition of the County Roots newsletter. Also, plenty of resources for individual preparedness are available at www.weldoem.com.

Twitter: (280-Character Limit) Identifying ways to strengthen emergency response. That was the goal of a tabletop exercise developed by Eaton PD, coordinated by Weld OEM and attended by Banner Health, Weld RE-2 and the Eaton Fire Protection District. Learn more about OEM: www.weldoem.com.

LinkedIn: "What are the channels we're using for communication? "How many incident command posts do we have right now?" Those questions and many more were asked and answered last Thursday in the Eaton Recreation Center last Thursday as part of a tabletop exercise, coordinated by the Weld County Office of Emergency Management (OEM).

The exercise, developed by the Eaton Police Department and attended by members of Weld RE-2, Banner Health and the Eaton Fire Protection District, presented each agency with the fictional emergency response scenario of responding to an incident within the high school. While each agency has response policies in place, the half-day exercise gave each a chance to work through the emergency different areas of emergency response — prevention, response and recovery — as well as the opportunity to test their policies, and work together as a team, much like they would in a real incident. After the incident, evaluators identified strengths and areas for improvement.

"I think training such as this helps us become a stronger team, and I look forward to the coming months of partnerships and training," said Kevin Sturch, Eaton Police Chief.

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#community #collaboration #publicsafety #localgovernment