TOWN BOARD WORK SESSION AGENDA

2022 Year End Estimate Revision/2023 Budget
Thursday, October 20, 2022, at 6:00 P.M.
Held at the Carsten Board Room at 224 First Street

i.	*Update – 2022 Year End Estimate Revision / 2023 Request for O&M & Capital (Faith)*	*6:00-6:10*
ii.	*Update – 2023 Library Recommendations (Amber)*	*6:10-6:20*
iii.	*Street Condition Survey (Brad Curtis)*	*6:20-6:35*
iv.	*Compensation Survey and Analysis (CPSHR)*	*6:35-6:50*

EATON PUBLIC LIBRARY 2023

BUDGET NARRATIVE SUMMARY

High Plains Library District projected property tax revenue for 2023 is $1,990,087, equaling an additional $842,000 over 2022 budgeted revenue. The Library Board recommends allocating these additional funds in three key areas: capital improvements, community outreach and engagement, and expansion of library services in step with the growing Eaton community. Also included in this budget are estimated inflationary increases projected at 12% for operating expenses and supplies, 5% for professional services, and 8% for general inflation.

A. NEW SERVICES AND PROGRAMS

- Acquisition of Equipment: $10,000 to build and install two storywalks in Eaton and the Great Western Trail
- Contract Services: Web services $1,500, HR services $15,000, Technology services $10,000
- Community Engagement: $15,000 to support service projects, events, and supplies for community partners
- Summer Reading Program: $10,000 to build literacy and incentivize reading for all ages over the summer
- Insurance: $2,000 increase for outreach vehicle insurance
- Repairs and Maintenance: $1,500 increase for outreach vehicle upkeep
- Benefits: $6,000 for a wellness and prevention incentive for staff

B. EXPANSION OF EXISTING SERVICES AND PROGRAMS

- Library Programs: $28,200 increase to expand youth programming, author visits, and workshops
- Gifts and Expenses: $900 increase to account for new FTE
- Professional Development: $10,550 increase for expanded trustee and staff training
- Staff Salaries: 6% combined merit and cost of living increase for staff
- Mileage: $500 increase for an outreach vehicle

C. CAPITAL IMPROVEMENT PROJECTS

- Generator: $90,700 for installation and annual maintenance of a gas-powered generator to provide back-up electrical power in case of outages
- Basement Repair and Remodel: $100,000 to repair water damage and update basement
- ADA Improvements: $200,000 to update building facilities to meet ADA requirements
- Bathroom Remodel: $65,400 to update public restrooms
- Outreach Vehicle: $300,000 purchase outreach bookmobile to provide library services at schools, parks, fairs, homebound seniors and other locations
- Book Kiosk: $40,000 install kiosk at Galeton location to provide check-out and return of library materials
- Art Mural: $10,000 for selection and installation of a children's mural in the storytime room
- Outdoor Children's Area: $62,400 to build and outdoor educational space for family programming, storytimes, meals and recreation

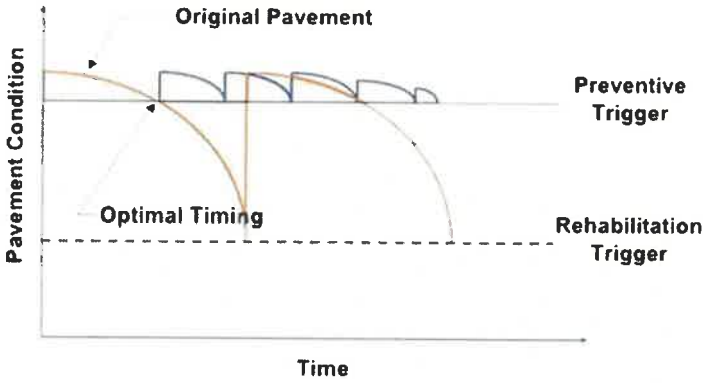
October 14, 2022
VIA EMAIL
Mr. Wes LaVanchy, Interim Town Manager
Town of Eaton
223 1st Street
Eaton, CO 80615

RE: MUNICIPAL PAVEMENT MANAGEMENT

Every $1 invested now in preventative maintenance saves $4 to $10 in rehabilitation/reconstruction costs later.

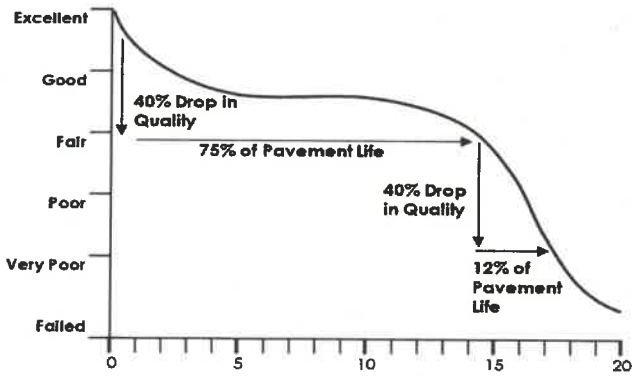
Research shows a systematic pavement maintenance program for local roads is more cost-effective than allowing the pavement to deteriorate to the point it requires a complete rehabilitation.

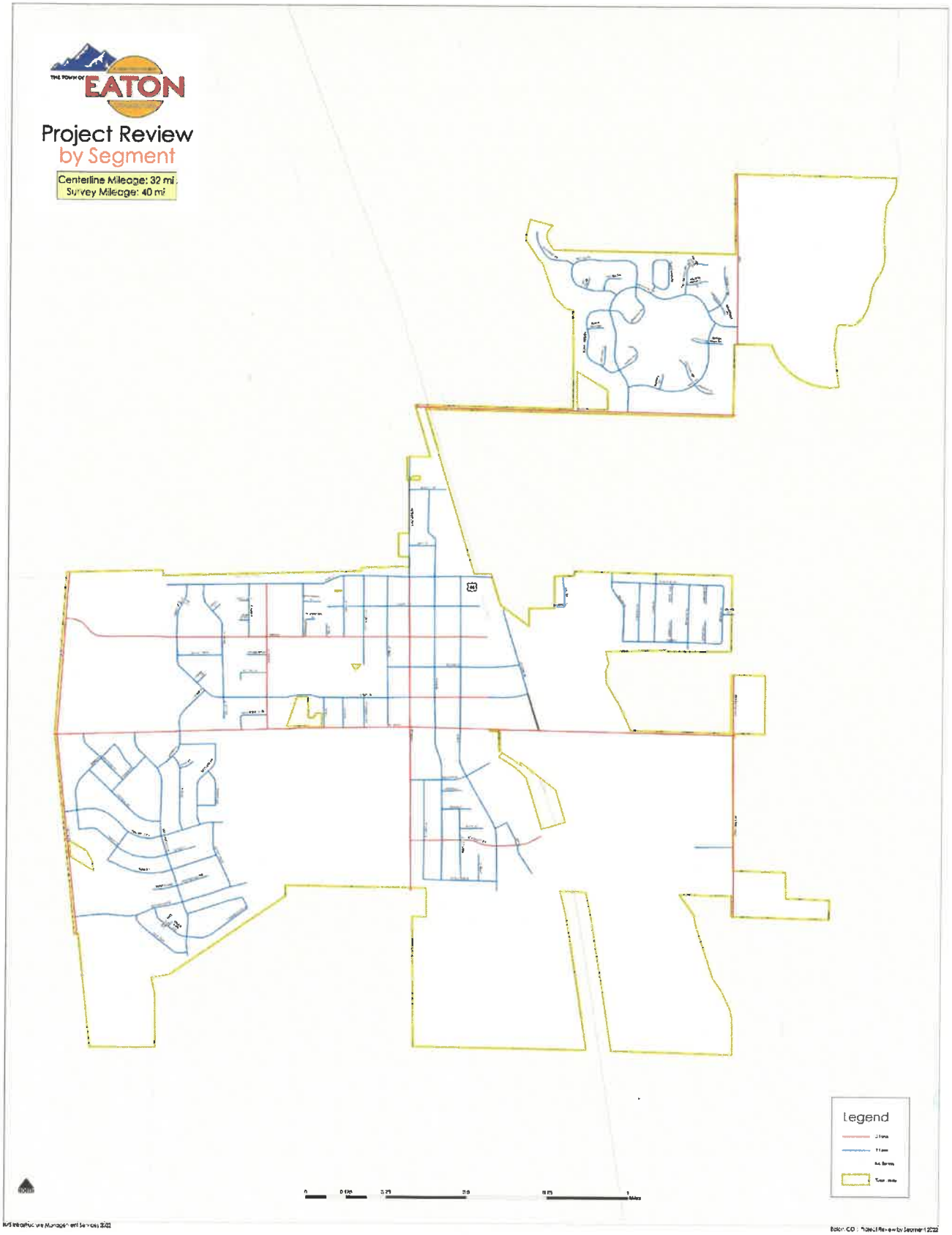
Pavement deteriorates at a predictable rate. As the graph below shows, deterioration is slow for the first three-quarters of its life cycle. Then in the final quarter of the life cycle, the deterioration is accelerated.
When evaluating pavement maintenance treatments, it is appropriate to think in terms of "extended life" rather than "design life."



Design Life as used in reconstruction and rehabilitation relates to new pavement structural adequacy to handle repetitive loadings and environmental factors. This is not the goal of pavement preventative maintenance. Each type of treatment has unique benefits that should be targeted to the specific mode of pavement deterioration. Preservation of asphalt pavement provides an "extended life" before an expensive and complete reconstruction is required.

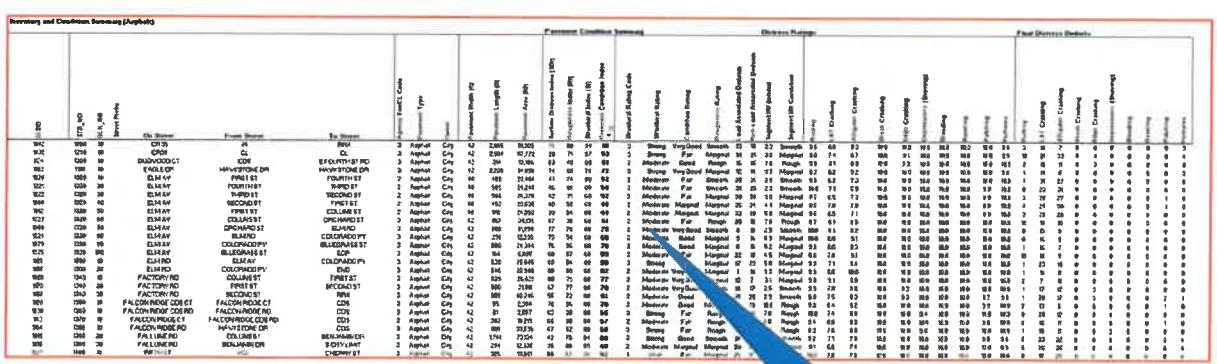
The graph below shows waiting to address pavement maintenance until it hits the Rehabilitation Trigger costs significantly more than investing in affordable preventative maintenance at regular intervals.




EATON
Project Review
by Segment
Centerline Mileage: 32 mi.
Survey Mileage: 40 mi
Legend

Town of Eaton, CO
Network Summary by Functional Class

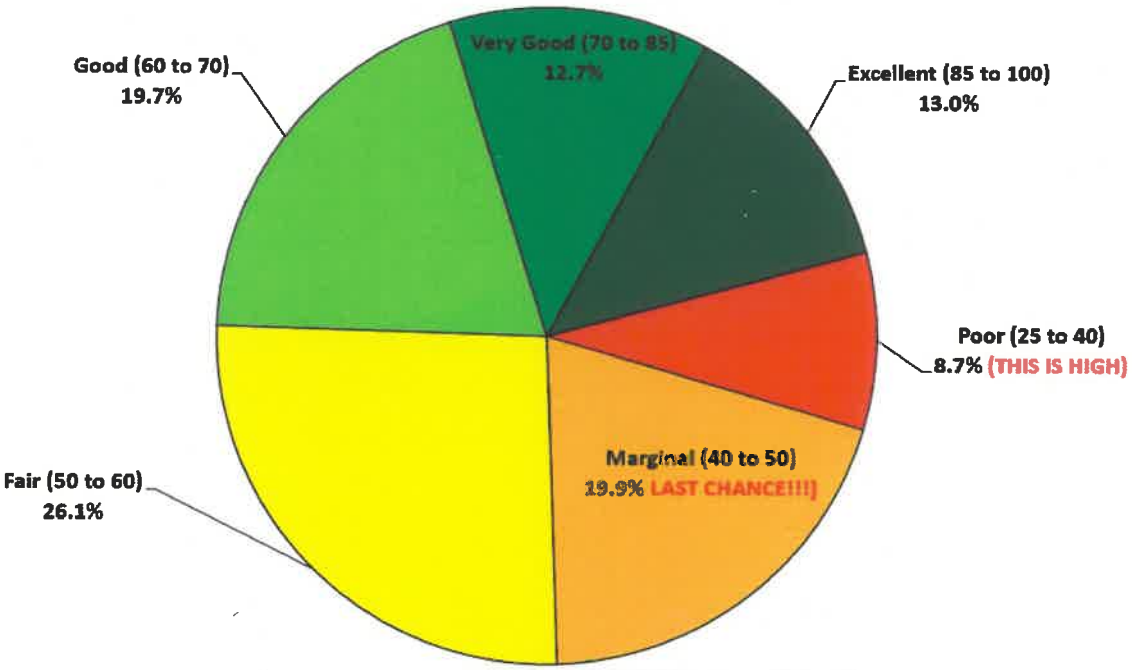
	Pavement Type	Network	Arterial	Collector	Local
Segment (Block) Count	All Streets	292	15	29	248
	Asphalt	290	15	29	246
	Concrete	2	0	0	2
Centerline Length (ft)	All Streets	163,221	9,053	13,575	140,593
	Asphalt	162,746	9,053	13,575	140,117
	Concrete	476	0	0	476
Centerline Length (mi)	All Streets	30.9	1.7	2.6	26.6
	Asphalt	30.8	1.7	2.6	26.5
	Concrete	0.1	0.0	0.0	0.1
Average Width (ft)	All Streets	43	58	48	42
	Asphalt	43	58	48	42
	Concrete	10	0	0	10
Area (ft2)	All Streets	7,066,480	525,090	651,611	5,889,779
	Asphalt	7,061,624	525,090	651,611	5,884,923
	Concrete	4,856	0	0	4,856
Pavement Condition Index (PCI)	All Streets	61	69	57	60
	Asphalt	61	69	57	60
	Concrete	97	0	0	97
Backlog (%)	All Streets	8.7	All streets with a Pavement Condition Index (PCI) <= 40		



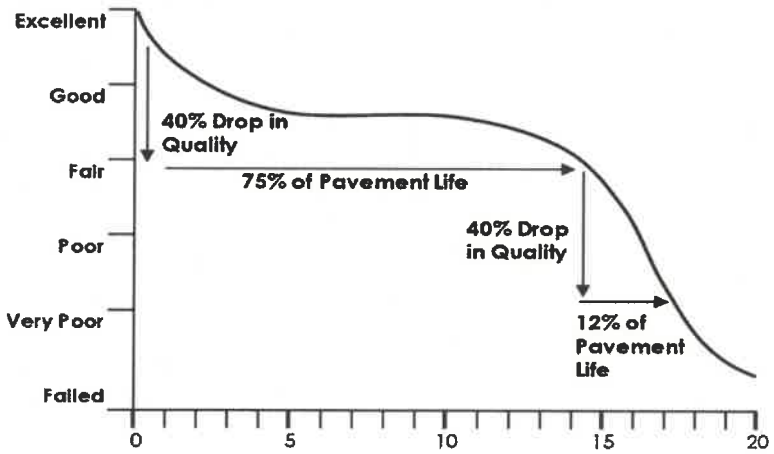
SAMPLE OF DATA COLLECTED

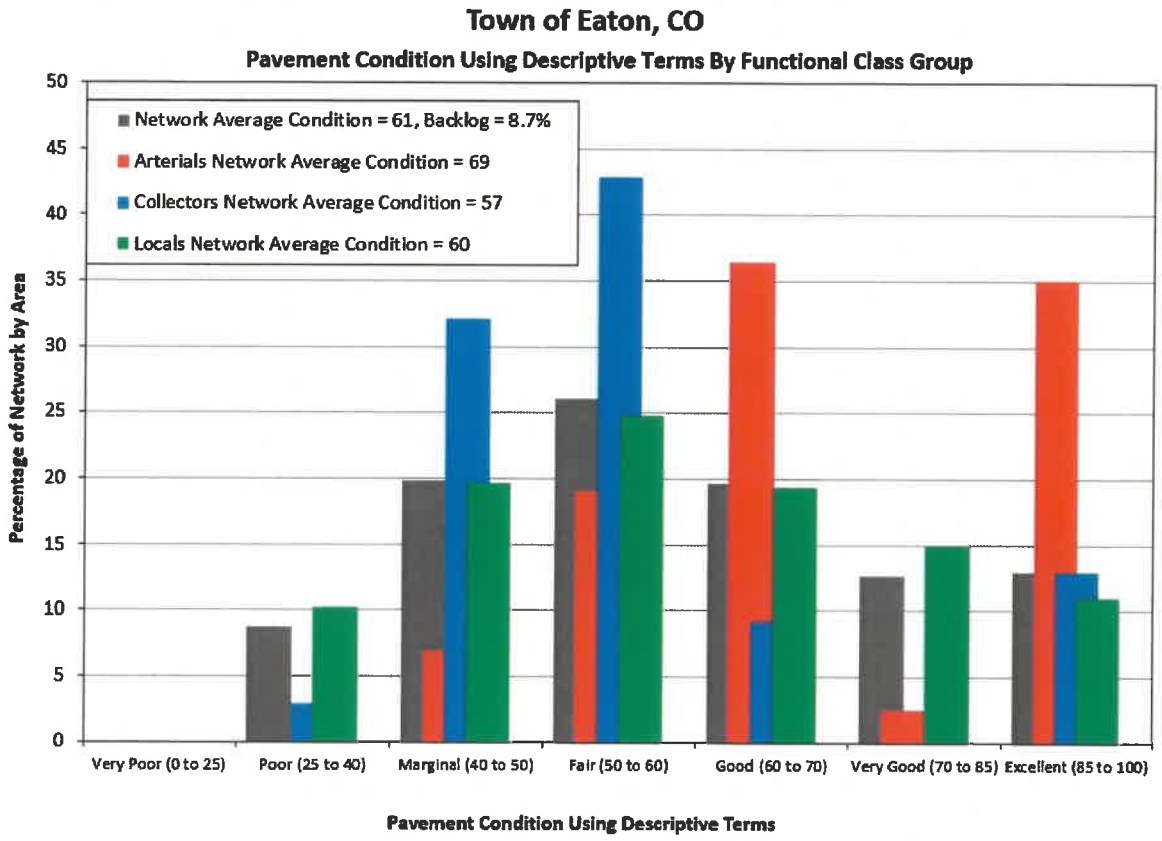
Town of Eaton, CO

Network Overview of Pavement Condition (PCI Range, %)



Est. Total Network Centerline Mileage = 30.9 Miles
Overall Network PCI = 61
Overall Backlog = 8.7%




Town of Eaton, CO
Pavement Condition Using Descriptive Terms By Functional Class Group
Network Average Condition = 61, Backlog = 8.7%
Arterials Network Average Condition = 69
Collectors Network Average Condition = 57
Locals Network Average Condition = 60
Percentage of Network by Area
0
5
10
15
20
25
30
35
40
45
50
Very Poor (0 to 25)
Poor (25 to 40)
Marginal (40 to 50)
Fair (50 to 60)
Good (60 to 70)
Very Good (70 to 85)
Excellent (85 to 100)
Pavement Condition Using Descriptive Terms

6:00-6:50 PM Board of Trustees Work Session on
2022 Year End Estimate Revision/2023 Budget

TOWN BOARD REGULAR MEETING AGENDA
Thursday, October 20, 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).

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.

- Jeff Groves – 1422 Prairie Hawk Road – Reconsider Snowbird status.

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.

1. Minutes – September 15, 2022, Regular Meeting
2. Accounts Payable Invoice History Report – September 2022
3. Resolution No. 2022-23 - Rescind Declaration of Local Disaster Emergency
4. Resolution No. 2022-24 - Peace Officers Grant

SPECIAL PRESENTATIONS

5. Potable Source Water Master Plan – Steve Nguyen, Clear Water Solutions
6. Reporting and Compliance SHO – Venitta Jenkins, CEO of Senior Housing Options

PUBLIC HEARING (See Exhibit A)

7. First Reading - Ordinance No. 626 – Adopt International Fire Code, 2018 Edition – Fire Inspector, Thea Lucht
8. Variance - 1335 2nd Street Road – Owner, Jason Evenson – Lauren Richardson, Baseline
9. First Reading – Ordinance No. 627 - Designated Truck Route – Attorney Avi Rocklin
   - Amendment to Weld County IGA-Truck Route – Wesley LaVanchy, Interim Town Administrator
10. First Reading – Ordinance No. 628 - Special Review Use – Attorney Avi Rocklin

NEW BUSINESS

11. Resolution No. 2022-25 - Pillars for the Community – Wesley LaVanchy, Interim Town Administrator
12. Xcel Electronic Charging Station Agreement - Wesley LaVanchy, Interim Town Administrator
13. Library Appointments – Amber Greene, Library Director

STAFF REPORT(S)

14. Interim Town Administrator – Monthly Report
    - Eaton/PSCo (NCAP) Settlement Agreement Reports – Located on town website, Xcel page.
        - 2022 Market Study - Paired Sales Analysis – Transmission Lines (M. Earley)
        - Information Regarding EMF from Health Organizations Around the World (with links)
        - 07_Appendix H Agricultural Impact Mitigation Plan
15. Assistant Town Administrator
16. Police Chief – September 2022 Report & Police Progress and Statistical Summary
17. Town Clerk – EAP&RD approved for Special Event Permit for October 21, 2022
18. Town Attorney
19. Finance Director

COUNCIL REPORTS AND REQUEST FOR FUTURE AGENDA ITEMS

20. Planning Commission Meeting
21. Hometown Revitalization Committee – MPT Heid, Update Report
22. Great Western Trail/Park
23. Northern Front Range/MPO – MPT Heid, Update Report

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.
25. An executive session to obtain legal advice pursuant to C.R.S. § 24-6-402(4)(b) concerning the Town of Eaton's NISP Allotment Contract.
26. An executive session to obtain legal advice pursuant to C.R.S. § 24-6-402(4)(b) concerning the Eaton Housing Authority.

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.

EXHIBIT A

RULES FOR THE HEARING

A. All questions and comments by applicant, staff, or the public are to be directed to the governing body.

B. The Mayor will ask each member of the governing body to disclose any conflicts requiring recusal, or the specific substance of any ex-parte communications made by them.

C. No applicant, staff member, or the public will be subject to cross examination except by the governing body.

D. Public comments shall be taken at the hearing and are limited to three (3) minutes per individual. Any unused time may not be given to another.

E. Disruptive behavior will not be tolerated.

PUBLIC HEARING PROCEDURE

1. Open public hearing.
2. Receive information from staff.
3. Receive information from applicant.
4. Receive information from public.
   a. Ask to hear from anyone who supports the matter.
   b. Ask to hear from anyone who opposes the matter.
5. Receive rebuttal from applicant. (*If any.*)
6. Additional questions from Board, if any. (*Board may ask questions at any time until the hearing is closed.*)
7. Close the public hearing.
8. Discussion and deliberation among Board.
9. Make a decision and/or motion from Board.

Proposed Motions:

For Approval:
I move to approve _____.

For Approval with Conditions:
I move to approve _____ with the following conditions: _____.

For Denial:
I move to deny approval of _____.

PUBLIC COMMENT

Eaton Town Council
Eaton, Colorado

Good Evening,

I have previously sent a email to each of the town council members expressing my dissatisfaction with the recent change of policy to not permitting "snow bird" status for those of us who travel out of Colorado for the winter months.

This is very unfair to those of us who make this yearly trek. I would be more than willing to pay for all trash services for the months we are gone. However, paying for water and sewer when we are not home, and are not using these services seems grossly unfair.

While I understand there may be differences between states and cities, Mesa Arizona does allow its residents to shut off the water and sewer during their absences. They do charge $27.00 to turn the water back on, which is very fair.

I would ask that the council reconsider its past action on this issue.

Sincerely,

Jeff A. Groves
1422 Prairie Hawk Road
Eaton, Colorado 80615

970-567-8131

Jeff A. Groves

CONSENT AGENDA

TOWN BOARD REGULAR MEETING
224 First Street, Eaton, CO
Thursday, September 15, 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 Lee Griffith
	Trustee Karla Winter	Trustee Nina Lewis	
BOARD ABSENT	Trustee Coby Gentry	Trustee Glenn Ledall	

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

AGENDA AMENDED AND APPROVED

Motion made by Mayor Pro Tem Heid, seconded by Trustee Lewis to approve the Board Agenda with an amendment to the Consent Agenda, number six, remove Natasha Miller as a Letter of Interest for Appointment. Motion carried with a unanimous vote.

PROCLAMATION

1. Suicide Awareness and Prevention Month, September 2022 – Roy True, Kyle Holman and Jim Riesberg of North Range - The Board of Trustees read aloud the proclamation and Mayor Moser proclaimed the month of September 2022, Suicide Awareness and Prevention Month.

PUBLIC COMMENT*

Mayor Moser opened the floor at 7:09 p.m. for public comment. Having no public comment, the floor was closed at 7:09 p.m.

CONSENT AGENDA

Motion made by Trustee Lewis, seconded by Trustee Winter to approve the Consent Agenda. Motion carried with a unanimous vote.

2. Minutes – August 18, 2022, Regular Board 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 One Position – Letter of Interest from Dawn Hass
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 stated that the last code update was in 2005. The fire district wants to stay in line with ProCode and Weld County which uses the 2018 Edition. The Board of Directors of the Eaton Fire Protection District did adopt the 2018 Edition with local amendments on August 16, 2022. By updating this IFC to this edition, it will help the fire protection district with prevention efforts with the purpose of establishing codes and standards to protect life, health, property, security, and welfare of inhabitants of the Eaton Fire Protection District.

a. Motion made by Mayor Pro Tem Heid, seconded by Trustee Winter to set a public hearing date for October 20, 2022, for Ordinance No. 626 – Adopt International Fire Code, 2018 Edition. Motion carried with a unanimous vote.

SPECIAL PRESENTATIONS CONTINUED

9. Magellan Community Survey – Director of Data Analysis, Ryan Winger stated that the survey ran from August 5th to September 13th and received 673 responses. The objectives of this community survey were to measure and understand Eaton residents' thoughts and opinions of town services, programs, priorities, and quality of life aspects. The survey established opinion benchmarks of the performance of town services and amenities.

10. 2023 Budget Update – Financial Director, Faith Smith provided an update on the 2023 Budget to the Town Board. Staff continues to monitor 2022 expenditures for yearend estimates and gather details for proposed budget request to create the final budget proposal for the Board's consideration. The town sales tax is trending upward from the previous year while expenses have also increased.

NEW BUSINESS

11. Resolution 2022-21 - Water Master Plan – Northern Engineering Services, Brad Curtis provided the final Water Master Plan which outlines projections from five to twenty years, to provide guidance to the town with information to make sound decisions related to the Town's water portfolio. Motion was made by Mayor Pro Tem Heid, seconded by Trustee Griffith to approve Resolution 2022-21- Adopting Town of Eaton Water Master Plan. Motion carried with a unanimous vote.

12. Resolution 2022-22 – Wastewater Master Plan First Reading - Northern Engineering Services, Brad Curtis provided the final Wastewater Master Plan. This plan will be reviewed by North Front Range agency, an agency that is over all sewer districts. This Wastewater Master Plan will provide guidance to the town with information to make sound decisions related to the Town's wastewater portfolio. Motion was made by Trustee Lewis, seconded by Mayor Pro Tem Heid to approve Resolution 2022-22 – Adopting Town of Eaton Wastewater Master Plan. Motion carried with a unanimous vote.

13. Solids Handling Alternatives Analysis – Northern Engineering Services, Brad Curtis provided a solids handling alternative analysis for the Eaton Wastewater Treatment Facility (EWWTF). The memorandum provided 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. The recommended alternative is to 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. Superintendent Juan Romero added that the biproduct from the treatment process to disposal is safer to handle in a cake form which is what the screw press will produce and comply with our Class B License. Motion was made by Trustee Winter, seconded by Mayor Pro Tem Heid to accept staff recommendation for the solids handling which is 1C – purchase or lease the screw press from McDonald's Farms. Motion carried with a unanimous vote.

STAFF REPORT(S)

14. Interim Town Administrator – Monthly Report; next Thursday is the board retreat; staff recommends moving the December Board Meeting from the third week to a standing second week of December due to the certification of the mill levy which is due by the 15th of December each year and needs board approval, the board agreed to move the December meeting to the second week from now on; staff recommends that presentations be done as a work session before the board meeting, this recommendation will be discussed at the board retreat; and Eric Reckentine of NWCWD entered into a contract with Garney Construction for the NEWT III Pipeline project beginning November 2022 and complete May 2024.

15. Assistant Town Administrator – Public Works part time labor is done for the year; parklet has tables and umbrellas for usage; utility billing practices included a snowbird status but there has not been a board approved policy for this practice, a cease letter of snowbird status will be mailed to each participant; next Friday is the employee staff picnic with board and commissioners.

16. Police Chief was absent – Stand in Corporal Allen reviewed the August 2022 Report & Police Progress and Statistical Summary.

17. Town Clerk - None

18. Town Attorney - None

19. Finance Director – No Treasurer's report with final numbers for August yet, having technical issues.

COUNCIL REPORTS AND REQUEST FOR FUTURE AGENDA ITEMS

20. Planning Commission Meeting - None

21. Hometown Revitalization Committee - None

22. Great Western Trail/Park – There will be a budget increase of $2,500 to $5,000 to municipalities for the year of 2023.

23. Northern Front Range/MPO - None

MAYOR'S COMMENT

Is there a plan for lighting at the roundabout? Brad Curtis responded that the EATON signs will be lit up. Mayor commented that at the open house for the high school, he had great comments about the roundabout from residents. Discussion also continued about the cross walks at the roundabout, making a 4-way stop at Third Street and Cherry Avenue, turn lane off CR 35 onto Third Street, and cars parked on CR 35 by the Town Homes.

EXECUTIVE SESSION

Mayor Pro Tem Heid moved to convene into 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, seconded by Trustee Winter at 9:13 p.m. Motion carried unanimously.

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.

Trustee Griffith made a motion to exit executive session, seconded by Trustee Lewis at 9:30 p.m. Motion carried unanimously.

Mayor Moser reconvened the regular meeting at 9:30 p.m. and stated that the board made no decisions during executive session.

ADJOURN

Mayor Moser moved to adjourn at 9:30 p.m.

Margaret Jane Winter, Town Clerk

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

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
1029										
09/22	09/09/2022	1029	21	EON OFFICE INC	WO-3684889	1	01-02-7210	.00	23.88	23.88
Total 1029:								.00		23.88
1030										
09/22	09/09/2022	1030	155	FURLAN REMODELING LLC	AUG REMO	1	02-00-7520	.00	925.00	925.00
Total 1030:								.00		925.00
1031										
09/22	09/09/2022	1031	516	GREELEY LOCK & KEY	0000016357	1	01-06-7520	.00	224.00	224.00
Total 1031:								.00		224.00
1032										
09/22	09/09/2022	1032	44	LAW OFFICE OF AVI S ROCKLIN	2723	1	02-00-7315	.00	528.80	528.80
Total 1032:								.00		528.80
1033										
09/22	09/09/2022	1033	87	NORTH WELD HERALD	4865	1	01-01-7260	.00	815.10	815.10
Total 1033:								.00		815.10
1034										
09/22	09/09/2022	1034	291	POLLARDWATER	0220518	1	05-00-7520	.00	1,573.09	1,573.09
09/22	09/09/2022	1034	291	POLLARDWATER	0220520	1	05-00-7520	.00	520.00	520.00
Total 1034:								.00		2,093.09
1035										
09/22	09/09/2022	1035	346	Praesidium	108439	1	02-00-7215	.00	27.70	27.70

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 1035:								.00		27.70
1036										
09/22	09/09/2022	1036	216	SCHROEDER TIRE & RUBBER	80358	1	01-04-7520	.00	352.00	352.00
Total 1036:								.00		352.00
1037										
09/22	09/09/2022	1037	461	SURVIVAL ARMOR INC.	0121774-IN	1	01-02-7400	.00	47.01	47.01
09/22	09/09/2022	1037	461	SURVIVAL ARMOR INC.	0121777-CM	1	01-02-7400	.00	235.04-	235.04-
09/22	09/09/2022	1037	461	SURVIVAL ARMOR INC.	0124126-IN	1	01-02-7400	.00	241.67	241.67
Total 1037:								.00		53.64
1038										
09/22	09/08/2022	1038	501	WESLEY LAVANCHY	VEH STIPEN	1	01-01-7230	.00	500.00	500.00
09/22	09/22/2022	1038	501	WESLEY LAVANCHY	VEH STIPEN	1	01-01-7230	.00	500.00-	500.00- V
Total 1038:								.00		.00
1039										
09/22	09/15/2022	1039	584	365 REAL PROPERTY MANAGE	ACCT 19029	1	04-00-4000	.00	43.80	43.80
09/22	09/15/2022	1039	584	365 REAL PROPERTY MANAGE	ACCT 19029	2	05-00-4005	.00	26.50	26.50
Total 1039:								.00		70.30
1040										
09/22	09/15/2022	1040	125	4 RIVERS EQUIPMENT Vendor I	1348993	1	01-04-7520	.00	188.98	188.98
Total 1040:								.00		188.98
1041										
09/22	09/15/2022	1041	509	ADVANCED LAWN CARE	4160	1	02-00-7315	.00	188.00	188.00
Total 1041:								.00		188.00
1042										
09/22	09/15/2022	1042	168	ALSCO - LARAMIE	LAR1580949	1	01-02-7215	.00	45.76	45.76

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
09/22	09/15/2022	1042	168	ALSCO - LARAMIE	LAR1580949	2	02-00-7315	.00	68.91	68.91
09/22	09/15/2022	1042	168	ALSCO - LARAMIE	LAR1580949	3	01-06-7215	.00	552.73	552.73
Total 1042:								.00		667.40
1043										
09/22	09/15/2022	1043	97	AMBER GREENE	9.6.2022 REI	1	02-00-7235	.00	29.75	29.75
Total 1043:								.00		29.75
1044										
09/22	09/15/2022	1044	114	CIRSA	221533	1	01-01-7270	.00	1,000.00	1,000.00
09/22	09/15/2022	1044	114	CIRSA	W22569	1	01-01-7270	.00	758.91	758.91
Total 1044:								.00		1,758.91
1045										
09/22	09/15/2022	1045	342	COUNTRY JOHNS	22-3301	1	01-03-7215	.00	115.00	115.00
09/22	09/15/2022	1045	342	COUNTRY JOHNS	22-3302	1	01-04-7215	.00	115.00	115.00
09/22	09/15/2022	1045	342	COUNTRY JOHNS	22-3303	1	01-04-7215	.00	208.00	208.00
09/22	09/15/2022	1045	342	COUNTRY JOHNS	22-3304	1	01-04-7215	.00	208.00	208.00
09/22	09/15/2022	1045	342	COUNTRY JOHNS	22-3305	1	01-04-7215	.00	208.00	208.00
09/22	09/15/2022	1045	342	COUNTRY JOHNS	22-3306	1	04-00-7215	.00	115.00	115.00
Total 1045:								.00		969.00
1046										
09/22	09/15/2022	1046	238	DEERE & COMPANY	117384626	1	01-04-9125	.00	35,946.78	35,946.78
Total 1046:								.00		35,946.78
1047										
09/22	09/15/2022	1047	210	DEIBEL LAWN SERVICE INC	22-004574	1	01-03-7520	.00	129.71	129.71
09/22	09/15/2022	1047	210	DEIBEL LAWN SERVICE INC	22-004574	2	01-04-7520	.00	129.70	129.70
Total 1047:								.00		259.41
1048										
09/22	09/15/2022	1048	362	FAITH SMITH	SEPT22 MR	1	01-01-7230	.00	350.00	350.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 1048:								.00		350.00
1049										
09/22	09/15/2022	1049	167	FAST SIGNS	442–38081	1	01-07-9210	.00	64.21	64.21
Total 1049:								.00		64.21
1050										
09/22	09/15/2022	1050	152	FIDELITY SECURITY LIFE INSU	145592	1	01-00-2230	.00	1,844.78	1,844.78
09/22	09/15/2022	1050	152	FIDELITY SECURITY LIFE INSU	145592	2	02-00-2230	.00	477.91	477.91
09/22	09/15/2022	1050	152	FIDELITY SECURITY LIFE INSU	145592	3	03-00-2230	.00	29.16	29.16
09/22	09/15/2022	1050	152	FIDELITY SECURITY LIFE INSU	145592	4	04-00-2230	.00	252.58	252.58
09/22	09/15/2022	1050	152	FIDELITY SECURITY LIFE INSU	145592	5	05-00-2230	.00	184.61	184.61
09/22	09/15/2022	1050	152	FIDELITY SECURITY LIFE INSU	145592	6	01-00-1140	.00	58.32	58.32
Total 1050:								.00		2,847.36
1051										
09/22	09/15/2022	1051	187	FIRST AMERICAN TITLE	ACCT 18025	1	04-00-4000	.00	48.43	48.43
09/22	09/15/2022	1051	187	FIRST AMERICAN TITLE	ACCT 18025	2	05-00-4005	.00	5.98	5.98
09/22	09/15/2022	1051	187	FIRST AMERICAN TITLE	ACCT 18025	3	06-00-4006	.00	5.38	5.38
Total 1051:								.00		59.79
1052										
09/22	09/15/2022	1052	65	GENERAL AIR	95081240-1	1	03-00-7215	.00	20.22	20.22
Total 1052:								.00		20.22
1053										
09/22	09/15/2022	1053	25	GRANITE TELECOMMUNICATIO	574233591	1	01-01-7220	.00	157.60	157.60
09/22	09/15/2022	1053	25	GRANITE TELECOMMUNICATIO	574233591	2	01-02-7220	.00	157.59	157.59
Total 1053:								.00		315.19
1054										
09/22	09/15/2022	1054	285	KEY PEOPLE CO	60922138	1	02-00-7315	.00	1,565.00	1,565.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 1054:								.00		1,565.00
1055										
09/22	09/15/2022	1055	199	LUCERNE INC	22905	1	01-04-7215	.00	520.00	520.00
09/22	09/15/2022	1055	199	LUCERNE INC	22905	2	01-03-7215	.00	520.00	520.00
Total 1055:								.00		1,040.00
1056										
09/22	09/15/2022	1056	166	MARISELA AGUILAR	E1	1	01-02-5125	.00	90.00	90.00
Total 1056:								.00		90.00
1057										
09/22	09/15/2022	1057	339	MONARCH PROMOTIONAL DES	1782381	1	02-00-7215	.00	60.00	60.00
Total 1057:								.00		60.00
1058										
09/22	09/15/2022	1058	190	NASRO	34122	1	01-02-7240	.00	445.00	445.00
Total 1058:								.00		445.00
1059										
09/22	09/15/2022	1059	222	NORTHERN COLORADO	1613	1	04-00-8000	.00	49,545.60	49,545.60
Total 1059:								.00		49,545.60
1060										
09/22	09/15/2022	1060	451	PURCELL TIRE & RUBBER COM	31105978	1	01-02-7225	.00	172.29	172.29
Total 1060:								.00		172.29
1061										
09/22	09/15/2022	1061	261	REEDESIGN CONCEPTS	20305	1	03-00-7215	.00	621.60	621.60
09/22	09/15/2022	1061	261	REEDESIGN CONCEPTS	20402	1	03-00-7215	.00	821.58	821.58
09/22	09/15/2022	1061	261	REEDESIGN CONCEPTS	20454	1	01-02-7225	.00	138.20	138.20

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 1061:								.00		1,581.38
1062										
09/22	09/15/2022	1062	216	SCHROEDER TIRE & RUBBER	80121	1	03-00-7525	.00	15.00	15.00
09/22	09/15/2022	1062	216	SCHROEDER TIRE & RUBBER	80628	1	01-04-7520	.00	118.00	118.00
Total 1062:								.00		133.00
1063										
09/22	09/15/2022	1063	541	SLATE COMMUNICATIONS	2709	1	01-01-7310	.00	2,500.00	2,500.00
Total 1063:								.00		2,500.00
1064										
09/22	09/15/2022	1064	313	VERIZON WIRELESS	9914517022	1	01-02-7220	.00	1,050.17	1,050.17
Total 1064:								.00		1,050.17
1065										
09/22	09/15/2022	1065	206	WELD COUNTY SCHOOL DISTR	9.12.22 AGR	1	01-07-8900	.00	1,250.00	1,250.00
09/22	09/15/2022	1065	206	WELD COUNTY SCHOOL DISTR	9.12.22 AGR	2	03-00-9210	.00	1,250.00	1,250.00
09/22	09/15/2022	1065	206	WELD COUNTY SCHOOL DISTR	9.12.22 AGR	3	04-00-9150	.00	1,250.00	1,250.00
09/22	09/15/2022	1065	206	WELD COUNTY SCHOOL DISTR	9.12.22 AGR	4	05-00-9150	.00	1,250.00	1,250.00
Total 1065:								.00		5,000.00
1066										
09/22	09/15/2022	1066	591	WEX	83255493	1	01-03-5620	.00	225.34	225.34
09/22	09/15/2022	1066	591	WEX	83255493	2	01-04-5620	.00	944.49	944.49
09/22	09/15/2022	1066	591	WEX	83255493	3	01-02-5620	.00	3,201.65	3,201.65
09/22	09/15/2022	1066	591	WEX	83255493	4	05-00-5620	.00	208.79	208.79
09/22	09/15/2022	1066	591	WEX	83255493	5	03-00-5620	.00	676.84	676.84
09/22	09/15/2022	1066	591	WEX	83255493	6	04-00-5620	.00	660.06	660.06
Total 1066:								.00		5,917.17
1067										
09/22	09/15/2022	1067	56	XCEL ENERGY	794241018	1	01-04-7510	.00	17.77	17.77

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
09/22	09/15/2022	1067	56	XCEL ENERGY	794494805	1	03-00-7515	.00	6,834.47	6,834.47
09/22	09/15/2022	1067	56	XCEL ENERGY	795176902	1	04-00-7510	.00	37.35	37.35
09/22	09/15/2022	1067	56	XCEL ENERGY	795185035	1	01-04-7510	.00	19.60	19.60
09/22	09/15/2022	1067	56	XCEL ENERGY	795209419	1	01-04-7510	.00	82.17	82.17
09/22	09/15/2022	1067	56	XCEL ENERGY	795228375	1	01-06-7510	.00	53.33	53.33
09/22	09/15/2022	1067	56	XCEL ENERGY	795520997	1	01-06-7510	.00	22.79	22.79
09/22	09/15/2022	1067	56	XCEL ENERGY	795720856	1	01-03-7510	.00	1,033.66	1,033.66
Total 1067:								.00		8,101.14
1068										
09/22	09/15/2022	1068	236	XEROX CORPORATION	IN3739526	1	01-01-7230	.00	106.35	106.35
09/22	09/15/2022	1068	236	XEROX CORPORATION	IN3832796	1	01-01-7230	.00	152.62	152.62
09/22	09/15/2022	1068	236	XEROX CORPORATION	IN3855306	1	01-01-7230	.00	114.33	114.33
09/22	09/15/2022	1068	236	XEROX CORPORATION	IN3906034	1	01-01-7230	.00	114.33	114.33
Total 1068:								.00		487.63
1069										
09/22	09/15/2022	1069	44	LAW OFFICE OF AVI S ROCKLIN	2720	1	04-00-7310	.00	390.00	390.00
09/22	09/15/2022	1069	44	LAW OFFICE OF AVI S ROCKLIN	2720	2	01-01-7320	.00	9,642.20	9,642.20
09/22	09/15/2022	1069	44	LAW OFFICE OF AVI S ROCKLIN	2721	1	01-02-5130	.00	2,242.50	2,242.50
09/22	09/15/2022	1069	44	LAW OFFICE OF AVI S ROCKLIN	2722	1	01-08-7320	.00	1,534.00	1,534.00
Total 1069:								.00		13,808.70
1070										
09/22	09/15/2022	1070	466	SPRING CREEK ELECTRIC LLC	2042	1	01-04-7520	.00	233.72	233.72
Total 1070:								.00		233.72
61937										
09/22	09/08/2022	61937	168	ALSCO - LARAMIE	LLAR157841	1	02-00-7315	.00	68.91	68.91
09/22	09/08/2022	61937	168	ALSCO - LARAMIE	LLAR157841	2	01-06-7215	.00	552.73	552.73
09/22	09/08/2022	61937	168	ALSCO - LARAMIE	LLAR157841	3	01-02-7215	.00	45.76	45.76
Total 61937:								.00		667.40

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
61938										
09/22	09/08/2022	61938	97	AMBER GREENE	8.31.22 REI	1	02-00-7235	.00	15.88	15.88
Total 61938:								.00		15.88
61939										
09/22	09/08/2022	61939	399	AMERICAN FIDELITY Flex	6059848	1	01-00-2250	.00	120.83	120.83
09/22	09/08/2022	61939	399	AMERICAN FIDELITY Flex	6059848	2	02-00-2250	.00	40.00	40.00
09/22	09/08/2022	61939	399	AMERICAN FIDELITY Flex	6059848	3	04-00-2250	.00	104.16	104.16
Total 61939:								.00		264.99
61940										
09/22	09/08/2022	61940	539	APEX SHREDDING INC	103080	1	01-02-5125	.00	200.00	200.00
Total 61940:								.00		200.00
61941										
09/22	09/08/2022	61941	496	ARELLANO AUTOMOTIVE LLC	I001410	1	01-02-7225	.00	73.77	73.77
Total 61941:								.00		73.77
61942										
09/22	09/08/2022	61942	53	ATMOS ENERGY	2047-AUG22	1	05-00-7510	.00	30.45	30.45
09/22	09/08/2022	61942	53	ATMOS ENERGY	3635-AUG22	1	01-06-7510	.00	29.56	29.56
09/22	09/08/2022	61942	53	ATMOS ENERGY	3877-AUG22	1	01-06-7510	.00	32.30	32.30
09/22	09/08/2022	61942	53	ATMOS ENERGY	6669-AUG22	1	01-06-7510	.00	72.86	72.86
09/22	09/08/2022	61942	53	ATMOS ENERGY	7557-AUG22	1	02-00-7510	.00	30.45	30.45
Total 61942:								.00		195.62
61943										
09/22	09/08/2022	61943	56	XCEL ENERGY	791698924	1	01-03-7510	.00	1,031.03	1,031.03
Total 61943:								.00		1,031.03
61970										
09/22	09/08/2022	61970	121	ALL BRITE CLEANING LLC	22007	1	01-06-7320	.00	793.00	793.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 61970:								.00		793.00
61971										
09/22	09/08/2022	61971	313	VERIZON WIRELESS	9914152219	1	01-01-7220	.00	560.60	560.60
09/22	09/08/2022	61971	313	VERIZON WIRELESS	9914152219	2	01-03-7215	.00	50.84	50.84
09/22	09/08/2022	61971	313	VERIZON WIRELESS	9914152219	3	01-04-7215	.00	116.28	116.28
09/22	09/08/2022	61971	313	VERIZON WIRELESS	9914152219	4	01-02-7220	.00	324.60	324.60
09/22	09/08/2022	61971	313	VERIZON WIRELESS	9914152219	5	05-00-7510	.00	90.85	90.85
09/22	09/08/2022	61971	313	VERIZON WIRELESS	9914152219	6	03-00-7215	.00	103.73	103.73
09/22	09/08/2022	61971	313	VERIZON WIRELESS	9914152219	7	04-00-7510	.00	141.69	141.69
09/22	09/08/2022	61971	313	VERIZON WIRELESS	9914234860	1	04-00-7510	.00	125.09	125.09
Total 61971:								.00		1,513.68
61972										
09/22	09/08/2022	61972	224	WASTE MANAGEMENT	4929328-253	1	06-00-9030	.00	40,632.32	40,632.32
09/22	09/08/2022	61972	224	WASTE MANAGEMENT	4930335-253	1	06-00-9030	.00	536.48	536.48
Total 61972:								.00		41,168.80
61973										
09/22	09/08/2022	61973	534	TEXAS LIFE INSURANCE COMP	SM0F502022	1	01-00-2260	.00	31.00	31.00
09/22	09/08/2022	61973	534	TEXAS LIFE INSURANCE COMP	SM0F502022	2	02-00-2260	.00	31.00	31.00
Total 61973:								.00		62.00
61974										
09/22	09/08/2022	61974	435	AUTOZONE	4388178977	1	01-02-7225	.00	202.99	202.99
09/22	09/08/2022	61974	435	AUTOZONE	4388178981	1	01-02-7225	.00	22.00-	22.00-
Total 61974:								.00		180.99
61975										
09/22	09/08/2022	61975	213	BATESVILLE CASKET CO INC	43953633	1	01-03-7215	.00	259.68	259.68
Total 61975:								.00		259.68

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61976										
09/22	09/08/2022	61976	390	CASELLE	119676	1	01-01-7280	.00	739.00	739.00
Total 61976:								.00		739.00
61977										
09/22	09/08/2022	61977	69	CENTURY LINK	484B SEPT2	1	01-02-7220	.00	52.00	52.00
09/22	09/08/2022	61977	69	CENTURY LINK	484B SEPT2	2	01-01-7220	.00	51.99	51.99
09/22	09/08/2022	61977	69	CENTURY LINK	642B SEPT2	1	05-00-7510	.00	256.11	256.11
Total 61977:								.00		360.10
61978										
09/22	09/08/2022	61978	522	CITIZEN PRINTING INC	117966	1	01-02-5125	.00	88.40	88.40
Total 61978:								.00		88.40
61979										
09/22	09/08/2022	61979	148	CITY OF EVANS	9/29/22 MEE	1	01-02-7240	.00	150.00	150.00
Total 61979:								.00		150.00
61980										
09/22	09/08/2022	61980	583	CIVICPLUS	237876	1	01-01-7230	.00	5,240.00	5,240.00
Total 61980:								.00		5,240.00
61981										
09/22	09/08/2022	61981	192	CLEAR WATER SOLUTIONS INC	6692	1	07-00-7310	.00	8,562.72	8,562.72
09/22	09/08/2022	61981	192	CLEAR WATER SOLUTIONS INC	6696	1	04-00-7310	.00	300.00	300.00
Total 61981:								.00		8,862.72
61982										
09/22	09/08/2022	61982	196	COMPANION LIFE	520223	1	01-01-6180	.00	277.68	277.68
09/22	09/08/2022	61982	196	COMPANION LIFE	520223	2	01-02-6180	.00	656.22	656.22
09/22	09/08/2022	61982	196	COMPANION LIFE	520223	3	01-03-6180	.00	61.50	61.50
09/22	09/08/2022	61982	196	COMPANION LIFE	520223	4	01-04-6180	.00	64.20	64.20
09/22	09/08/2022	61982	196	COMPANION LIFE	520223	5	01-00-1140	.00	65.88	65.88

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
09/22	09/08/2022	61982	196	COMPANION LIFE	520223	6	02-00-6180	.00	66.53	66.53
09/22	09/08/2022	61982	196	COMPANION LIFE	520223	7	03-00-6180	.00	81.67	81.67
09/22	09/08/2022	61982	196	COMPANION LIFE	520223	8	04-00-6180	.00	109.94	109.94
09/22	09/08/2022	61982	196	COMPANION LIFE	520223	9	05-00-6180	.00	74.20	74.20
Total 61982:								.00		1,457.82
61983										
09/22	09/08/2022	61983	145	CONNECTING POINT	CW136155	1	01-01-5640	.00	507.74	507.74
Total 61983:								.00		507.74
61984										
09/22	09/08/2022	61984	559	CPS HR CONSULTING	0007269	1	02-00-7315	.00	1,884.23	1,884.23
09/22	09/08/2022	61984	559	CPS HR CONSULTING	0007269	2	01-01-6160	.00	7,088.27	7,088.27
Total 61984:								.00		8,972.50
61985										
09/22	09/08/2022	61985	142	DANA KEPNER COMPANY	6228558-00	1	04-00-7215	.00	260.00	260.00
09/22	09/08/2022	61985	142	DANA KEPNER COMPANY	6228567-00	1	04-00-7215	.00	35.54	35.54
Total 61985:								.00		295.54
61986										
09/22	09/08/2022	61986	39	DATA WEST	CT1436048	1	04-00-5640	.00	90.00	90.00
Total 61986:								.00		90.00
61987										
09/22	09/08/2022	61987	32	EATON ANIMAL DEN	160489	1	01-02-7215	.00	421.00	421.00
Total 61987:								.00		421.00
61988										
09/22	09/08/2022	61988	550	ECLIPSE DESIGNS	15270265	1	02-00-7520	.00	105.00	105.00
Total 61988:								.00		105.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
61989										
09/22	09/08/2022	61989	150	FAAC	PSI002724	1	01-02-7240	.00	1,190.00	1,190.00
Total 61989:								.00		1,190.00
61990										
09/22	09/08/2022	61990	474	FIRST ARMORED SERVICES	1700	1	01-02-7225	.00	1,050.00	1,050.00
Total 61990:								.00		1,050.00
61991										
09/22	09/08/2022	61991	363	GREAT WESTERN RAILWAY OF	132344	1	04-00-7216	.00	1,534.89	1,534.89
Total 61991:								.00		1,534.89
61992										
09/22	09/08/2022	61992	31	HERITAGE MARKET	JULY 2022	1	01-04-7215	.00	27.08	27.08
09/22	09/08/2022	61992	31	HERITAGE MARKET	JULY 2022	2	01-02-7215	.00	190.94	190.94
09/22	09/08/2022	61992	31	HERITAGE MARKET	JULY 2022	3	01-02-7240	.00	3.99	3.99
09/22	09/08/2022	61992	31	HERITAGE MARKET	JULY 2022	4	05-00-7215	.00	27.06	27.06
09/22	09/08/2022	61992	31	HERITAGE MARKET	JULY 2022	5	04-00-7215	.00	27.08	27.08
09/22	09/08/2022	61992	31	HERITAGE MARKET	JULY 2022	6	03-00-7215	.00	33.07	33.07
09/22	09/08/2022	61992	31	HERITAGE MARKET	JULY 2022	7	01-01-7210	.00	22.85	22.85
09/22	09/08/2022	61992	31	HERITAGE MARKET	JULY 2022	8	01-01-7290	.00	57.55	57.55
Total 61992:								.00		389.62
61993										
09/22	09/08/2022	61993	481	McDONALD FARMS ENTERPRIS	0063165-IN	1	05-00-7310	.00	12,641.00	12,641.00
Total 61993:								.00		12,641.00
61994										
09/22	09/08/2022	61994	88	NORTH WELD COUNTY WATER	9000 AUG22	1	04-00-9000	.00	118,425.69	118,425.69
Total 61994:								.00		118,425.69
61995										
09/22	09/08/2022	61995	432	PIVOT ENERGY	30875616	1	03-00-7515	.00	7,128.22	7,128.22

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 61995:								.00		7,128.22
61996										
09/22	09/08/2022	61996	296	PROCODE INC	2042	1	01-01-7410	.00	8,889.12	8,889.12
Total 61996:								.00		8,889.12
61997										
09/22	09/08/2022	61997	509	SCHREIBERS LAWN SERVICE	4150	1	02-00-7520	.00	2,285.00	2,285.00
Total 61997:								.00		2,285.00
61998										
09/22	09/08/2022	61998	272	TIMBER LINE ELECTRIC & CON	6988	1	07-00-9150	.00	4,411.40	4,411.40
Total 61998:								.00		4,411.40
61999										
09/22	09/08/2022	61999	186	UTILITY NOTIFICATION CENTE	222080491	1	04-00-7310	.00	35.75	35.75
09/22	09/08/2022	61999	186	UTILITY NOTIFICATION CENTE	222080491	2	05-00-7310	.00	35.75	35.75
Total 61999:								.00		71.50
62000										
09/22	09/22/2022	62000	182	ADAMSON POLICE PRODUCTS	INV383981	1	01-02-7400	.00	58.49	58.49
Total 62000:								.00		58.49
62001										
09/22	09/22/2022	62001	399	AMERICAN FIDELITY Flex	6061588	1	04-00-2250	.00	104.16	104.16
09/22	09/22/2022	62001	399	AMERICAN FIDELITY Flex	6061588	2	01-00-2250	.00	120.83	120.83
09/22	09/22/2022	62001	399	AMERICAN FIDELITY Flex	6061588	3	02-00-2250	.00	40.00	40.00
Total 62001:								.00		264.99
62002										
09/22	09/22/2022	62002	484	BARCLAY ROOFING COMPANY	5534	1	01-04-7520	.00	3,350.00	3,350.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 62002:								.00		3,350.00
62003										
09/22	09/22/2022	62003	359	BARCO PRODUCTS	SORCO7400	1	01-04-9125	.00	1,760.74	1,760.74
Total 62003:								.00		1,760.74
62004										
09/22	09/22/2022	62004	439	BEAM INSURANCE ADMINISTR	CO04728	1	01-00-1140	.00	43.72	43.72
09/22	09/22/2022	62004	439	BEAM INSURANCE ADMINISTR	CO04728	2	01-01-6180	.00	263.76	263.76
09/22	09/22/2022	62004	439	BEAM INSURANCE ADMINISTR	CO04728	3	01-02-6180	.00	872.61	872.61
09/22	09/22/2022	62004	439	BEAM INSURANCE ADMINISTR	CO04728	4	01-03-6180	.00	87.44	87.44
09/22	09/22/2022	62004	439	BEAM INSURANCE ADMINISTR	CO04728	5	01-04-6180	.00	84.37	84.37
09/22	09/22/2022	62004	439	BEAM INSURANCE ADMINISTR	CO04728	6	02-00-6180	.00	199.82	199.82
09/22	09/22/2022	62004	439	BEAM INSURANCE ADMINISTR	CO04728	7	03-00-6180	.00	135.67	135.67
09/22	09/22/2022	62004	439	BEAM INSURANCE ADMINISTR	CO04728	8	04-00-6180	.00	239.96	239.96
09/22	09/22/2022	62004	439	BEAM INSURANCE ADMINISTR	CO04728	9	05-00-6180	.00	87.44	87.44
Total 62004:								.00		2,014.79
62005										
09/22	09/22/2022	62005	69	CENTURY LINK	507B SEPT2	1	02-00-7220	.00	217.72	217.72
Total 62005:								.00		217.72
62006										
09/22	09/22/2022	62006	145	CONNECTING POINT	CW136352	1	01-01-5640	.00	1,372.85	1,372.85
09/22	09/22/2022	62006	145	CONNECTING POINT	CW136352	2	01-02-5640	.00	1,016.13	1,016.13
09/22	09/22/2022	62006	145	CONNECTING POINT	CW136352	3	02-00-7315	.00	97.57	97.57
09/22	09/22/2022	62006	145	CONNECTING POINT	CW136352	4	03-00-5640	.00	21.68	21.68
09/22	09/22/2022	62006	145	CONNECTING POINT	CW136352	5	04-00-5640	.00	864.35	864.35
09/22	09/22/2022	62006	145	CONNECTING POINT	CW136352	6	05-00-5640	.00	853.51	853.51
09/22	09/22/2022	62006	145	CONNECTING POINT	CW136352	7	06-00-7310	.00	842.67	842.67
09/22	09/22/2022	62006	145	CONNECTING POINT	CW136352	8	07-00-7310	.00	842.66	842.66
09/22	09/22/2022	62006	145	CONNECTING POINT	CW136352	9	08-00-5640	.00	10.84	10.84
Total 62006:								.00		5,922.26

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
62007										
09/22	09/22/2022	62007	143	DELUXE	12526610	1	01-01-7230	.00	293.30	293.30
Total 62007:								.00		293.30
62008										
09/22	09/22/2022	62008	529	DOUG'S CARPET AND UPHOLS	11637	1	02-00-7520	.00	2,300.00	2,300.00
Total 62008:								.00		2,300.00
62009										
09/22	09/22/2022	62009	557	Duran Excavating	COLLINS 35	1	03-00-5700	.00	187,338.58	187,338.58
Total 62009:								.00		187,338.58
62010										
09/22	09/22/2022	62010	32	EATON ANIMAL DEN	161003	1	01-02-7215	.00	388.50	388.50
Total 62010:								.00		388.50
62011										
09/22	09/22/2022	62011	188	EATON HIGH SCHOOL	1000	1	02-00-8535	.00	270.00	270.00
Total 62011:								.00		270.00
62012										
09/22	09/22/2022	62012	21	EON OFFICE INC	WO-3688402	1	01-02-7210	.00	40.17	40.17
Total 62012:								.00		40.17
62013										
09/22	09/22/2022	62013	386	FUTUREPLAN	140800MP-2	1	01-00-2300	.00	742.12	742.12
09/22	09/22/2022	62013	386	FUTUREPLAN	140800MP-2	2	02-00-2300	.00	284.21	284.21
09/22	09/22/2022	62013	386	FUTUREPLAN	140800MP-2	3	03-00-2300	.00	47.38	47.38
09/22	09/22/2022	62013	386	FUTUREPLAN	140800MP-2	4	04-00-2300	.00	63.17	63.17
09/22	09/22/2022	62013	386	FUTUREPLAN	140800MP-2	5	05-00-2300	.00	31.58	31.58
09/22	09/22/2022	62013	386	FUTUREPLAN	140800MP-2	6	08-00-2300	.00	31.54	31.54

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 62013:								.00		1,200.00
62014										
09/22	09/22/2022	62014	31	HERITAGE MARKET	AUGUST 202	1	05-00-7215	.00	95.36	95.36
09/22	09/22/2022	62014	31	HERITAGE MARKET	AUGUST 202	2	01-01-7290	.00	150.52	150.52
09/22	09/22/2022	62014	31	HERITAGE MARKET	AUGUST 202	3	01-01-7230	.00	46.32	46.32
09/22	09/22/2022	62014	31	HERITAGE MARKET	AUGUST 202	4	01-02-7240	.00	28.07	28.07
09/22	09/22/2022	62014	31	HERITAGE MARKET	AUGUST 202	5	01-02-5300	.00	71.77	71.77
09/22	09/22/2022	62014	31	HERITAGE MARKET	AUGUST 202	6	01-04-7215	.00	8.29	8.29
09/22	09/22/2022	62014	31	HERITAGE MARKET	AUGUST 202	7	03-00-7215	.00	8.29	8.29
09/22	09/22/2022	62014	31	HERITAGE MARKET	AUGUST 202	8	04-00-7215	.00	8.29	8.29
Total 62014:								.00		416.91
62015										
09/22	09/22/2022	62015	111	HIGH PLAINS LIBRARY DISTRIC	5328	1	02-00-8211	.00	177.19	177.19
09/22	09/22/2022	62015	111	HIGH PLAINS LIBRARY DISTRIC	5328	2	02-00-8510	.00	1,041.08	1,041.08
Total 62015:								.00		1,218.27
62016										
09/22	09/22/2022	62016	343	KAISER PERMANENTE	0027085242	1	01-00-2230	.00	10,843.31	10,843.31
09/22	09/22/2022	62016	343	KAISER PERMANENTE	0027085242	2	01-00-1140	.00	418.84	418.84
09/22	09/22/2022	62016	343	KAISER PERMANENTE	0027085242	3	02-00-2230	.00	3,716.10	3,716.10
09/22	09/22/2022	62016	343	KAISER PERMANENTE	0027085242	4	03-00-2230	.00	202.78	202.78
09/22	09/22/2022	62016	343	KAISER PERMANENTE	0027085242	5	04-00-2230	.00	647.84	647.84
09/22	09/22/2022	62016	343	KAISER PERMANENTE	0027085242	6	05-00-2230	.00	950.84	950.84
Total 62016:								.00		16,779.71
62017										
09/22	09/22/2022	62017	247	KATHERINE BERRY	SEPT22 MR	1	02-00-7235	.00	181.50	181.50
Total 62017:								.00		181.50
62018										
09/22	09/22/2022	62018	199	LUCERNE INC	22903	1	01-04-7215	.00	782.50	782.50
09/22	09/22/2022	62018	199	LUCERNE INC	22903	2	01-03-7215	.00	782.50	782.50

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
09/22	09/22/2022	62018	199	LUCERNE INC	22904	1	01-03-7215	.00	205.00	205.00
Total 62018:								.00		1,770.00
62019										
09/22	09/22/2022	62019	524	MAGELLAN STRATEGIES	3241	1	01-01-7310	.00	11,000.00	11,000.00
Total 62019:								.00		11,000.00
62020										
09/22	09/22/2022	62020	481	McDONALD FARMS ENTERPRIS	0063787-IN	1	05-00-7310	.00	21,465.50	21,465.50
09/22	09/22/2022	62020	481	McDONALD FARMS ENTERPRIS	0063787-IN	2	05-00-7310	.00	16,200.00-	16,200.00-
Total 62020:								.00		5,265.50
62021										
09/22	09/22/2022	62021	339	MONARCH PROMOTIONAL DES	1782391	1	02-00-7216	.00	270.00	270.00
Total 62021:								.00		270.00
62022										
09/22	09/22/2022	62022	87	NORTH WELD HERALD	4888	1	02-00-7216	.00	606.00	606.00
Total 62022:								.00		606.00
62023										
09/22	09/22/2022	62023	329	PERCY HAMILTON	3RD QUART	1	03-00-6182	.00	1,417.71	1,417.71
Total 62023:								.00		1,417.71
62024										
09/22	09/22/2022	62024	512	ROBERT LIND	3RD QUART	1	04-00-6182	.00	531.90	531.90
Total 62024:								.00		531.90
62025										
09/22	09/22/2022	62025	595	ROCKY MOUNTAIN GENERATO	M1642	1	05-00-7520	.00	4,801.00	4,801.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 62025:								.00		4,801.00
62026										
09/22	09/22/2022	62026	473	SHELF IMAGE INC.	22197	1	02-00-9110	.00	549.00	549.00
Total 62026:								.00		549.00
62027										
09/22	09/22/2022	62027	527	TONY HERNANDEZ	AUG22 POLI	1	01-02-5300	.00	200.00	200.00
Total 62027:								.00		200.00
62028										
09/22	09/22/2022	62028	356	USABLUEBOOK	103623	1	05-00-7215	.00	312.36	312.36
Total 62028:								.00		312.36
62029										
09/22	09/22/2022	62029	109	WELD COUNTY HEALTH DEPT	E220363	1	04-00-7310	.00	1,646.25	1,646.25
Total 62029:								.00		1,646.25
62030										
09/22	09/22/2022	62030	169	WELD COUNTY SHERIFF'S OFF	2373-082022	1	01-02-7215	.00	30.30	30.30
Total 62030:								.00		30.30
62031										
09/22	09/22/2022	62031	501	WESLEY LAVANCHY	3RD QUART	1	01-01-6180	.00	1,605.75	1,605.75
09/22	09/22/2022	62031	501	WESLEY LAVANCHY	VEH STIPEN	1	01-01-7230	.00	500.00	500.00
Total 62031:								.00		2,105.75
62032										
09/22	09/22/2022	62032	585	GREGORY BRINCK	SEPT22 MR	1	01-01-7230	.00	350.00	350.00
Total 62032:								.00		350.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
62033										
09/22	09/22/2022	62033	56	XCEL ENERGY	795912676	1	01-04-7510	.00	11.81	11.81
09/22	09/22/2022	62033	56	XCEL ENERGY	795914242	1	01-03-7510	.00	365.28	365.28
09/22	09/22/2022	62033	56	XCEL ENERGY	795914242	2	01-04-7510	.00	2,385.34	2,385.34
09/22	09/22/2022	62033	56	XCEL ENERGY	795914242	3	04-00-7510	.00	855.60	855.60
09/22	09/22/2022	62033	56	XCEL ENERGY	795914242	4	07-00-7510	.00	2,058.44	2,058.44
09/22	09/22/2022	62033	56	XCEL ENERGY	795914242	5	01-06-7510	.00	826.84	826.84
09/22	09/22/2022	62033	56	XCEL ENERGY	795914242	6	02-00-7510	.00	1,169.07	1,169.07
09/22	09/22/2022	62033	56	XCEL ENERGY	795914242	7	05-00-7510	.00	1,211.59-	1,211.59-
09/22	09/22/2022	62033	56	XCEL ENERGY	796089099	1	07-00-7510	.00	2,044.72	2,044.72
09/22	09/22/2022	62033	56	XCEL ENERGY	796096808	1	01-04-7510	.00	20.21	20.21
09/22	09/22/2022	62033	56	XCEL ENERGY	796113839	1	07-00-7510	.00	1,085.52	1,085.52
09/22	09/22/2022	62033	56	XCEL ENERGY	796177950	1	01-06-7510	.00	567.31	567.31
09/22	09/22/2022	62033	56	XCEL ENERGY	796464858	1	05-00-7510	.00	313.87	313.87
Total 62033:								.00		10,492.42
62034										
09/22	09/27/2022	62034	182	ADAMSON POLICE PRODUCTS	INV357689	1	01-02-7400	.00	337.18	337.18
09/22	09/27/2022	62034	182	ADAMSON POLICE PRODUCTS	INV376990	1	01-02-9120	.00	3,024.00	3,024.00
Total 62034:								.00		3,361.18
62035										
09/22	09/27/2022	62035	51	GOULD PARTS INC	AUG STATE	1	03-00-7215	.00	84.65	84.65
09/22	09/27/2022	62035	51	GOULD PARTS INC	AUG STATE	2	01-04-7215	.00	3.21	3.21
09/22	09/27/2022	62035	51	GOULD PARTS INC	AUG STATE	3	04-00-7215	.00	3.20	3.20
09/22	09/27/2022	62035	51	GOULD PARTS INC	AUG STATE	4	05-00-7215	.00	3.20	3.20
Total 62035:								.00		94.26
62036										
09/22	09/27/2022	62036	117	PRINCIPAL LIFE	OCT 2022	1	01-01-6180	.00	173.83	173.83
09/22	09/27/2022	62036	117	PRINCIPAL LIFE	OCT 2022	2	01-02-6180	.00	315.38	315.38
09/22	09/27/2022	62036	117	PRINCIPAL LIFE	OCT 2022	3	01-03-6180	.00	29.75	29.75
09/22	09/27/2022	62036	117	PRINCIPAL LIFE	OCT 2022	4	01-04-6180	.00	12.97	12.97
09/22	09/27/2022	62036	117	PRINCIPAL LIFE	OCT 2022	5	02-00-6180	.00	41.65	41.65
09/22	09/27/2022	62036	117	PRINCIPAL LIFE	OCT 2022	6	01-00-1140	.00	31.88	31.88
09/22	09/27/2022	62036	117	PRINCIPAL LIFE	OCT 2022	7	03-00-6180	.00	30.13	30.13

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
09/22	09/27/2022	62036	117	PRINCIPAL LIFE	OCT 2022	8	04-00-6180	.00	53.56	53.56
09/22	09/27/2022	62036	117	PRINCIPAL LIFE	OCT 2022	9	05-00-6180	.00	35.70	35.70
Total 62036:								.00		724.85
62037										
09/22	09/27/2022	62037	567	GLENNA MADRID	SEPT22 PC	1	01-01-7230	.00	78.05	78.05
09/22	09/27/2022	62037	567	GLENNA MADRID	SEPT22 PC	2	01-03-7215	.00	10.00	10.00
09/22	09/27/2022	62037	567	GLENNA MADRID	SEPT22 PC	3	01-02-7215	.00	113.28	113.28
09/22	09/27/2022	62037	567	GLENNA MADRID	SEPT22 PC	4	02-00-7215	.00	.30	.30
09/22	09/27/2022	62037	567	GLENNA MADRID	SEPT22 PC	5	01-02-5125	.00	7.85	7.85
09/22	09/27/2022	62037	567	GLENNA MADRID	SEPT22 PC	6	05-00-7520	.00	33.25	33.25
09/22	09/27/2022	62037	567	GLENNA MADRID	SEPT22 PC	7	01-01-9110	.00	77.22	77.22
Total 62037:								.00		319.95
90822001										
09/22	09/08/2022	90822001	230	HARSH INTERNATIONAL INC	24670	1	01-04-7215	.00	259.94	259.94
Total 90822001:								.00		259.94
90822002										
09/22	09/08/2022	90822002	71	MY OFFICE ETC	290785-0	1	01-01-7210	.00	113.69	113.69
09/22	09/08/2022	90822002	71	MY OFFICE ETC	290801-0	1	06-00-7210	.00	96.00	96.00
09/22	09/08/2022	90822002	71	MY OFFICE ETC	290901-0	1	01-01-7230	.00	23.59	23.59
09/22	09/08/2022	90822002	71	MY OFFICE ETC	C 290785-0	1	01-01-7210	.00	89.98-	89.98-
Total 90822002:								.00		143.30
91522001										
09/22	09/15/2022	91522001	2	AGFINITY INC	JULY 2022 C	1	01-02-7225	.00	74.00	74.00
Total 91522001:								.00		74.00
91522002										
09/22	09/15/2022	91522002	367	BASELINE	25663	1	03-00-5700	.00	5,893.50	5,893.50
09/22	09/15/2022	91522002	367	BASELINE	AUG STATE	1	01-08-7310	.00	2,297.50	2,297.50
09/22	09/15/2022	91522002	367	BASELINE	AUG STATE	2	01-08-6270	.00	50.00	50.00
09/22	09/15/2022	91522002	367	BASELINE	AUG STATE	3	01-08-6270	.00	367.50	367.50

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
09/22	09/15/2022	91522002	367	BASELINE	AUG STATE	4	01-08-6270	.00	218.75	218.75
09/22	09/15/2022	91522002	367	BASELINE	AUG STATE	5	01-08-7310	.00	4,925.00	4,925.00
09/22	09/15/2022	91522002	367	BASELINE	AUG STATE	6	01-08-6270	.00	42.50	42.50
09/22	09/15/2022	91522002	367	BASELINE	AUG STATE	7	01-08-6270	.00	367.50	367.50
09/22	09/15/2022	91522002	367	BASELINE	AUG STATE	8	01-08-6270	.00	191.25	191.25
09/22	09/15/2022	91522002	367	BASELINE	AUG STATE	9	01-08-6270	.00	75.00	75.00
09/22	09/15/2022	91522002	367	BASELINE	AUG STATE	10	01-08-6270	.00	473.75	473.75
Total 91522002:								.00		14,902.25
91522003										
09/22	09/15/2022	91522003	445	HILL ENTERPRISES INC.	774418	1	01-04-5620	.00	1,387.78	1,387.78
09/22	09/15/2022	91522003	445	HILL ENTERPRISES INC.	774418	2	01-03-5620	.00	73.04	73.04
Total 91522003:								.00		1,460.82
91522004										
09/22	09/15/2022	91522004	67	MID-AMERICAN RESEARCH CH	0770525-IN	1	05-00-7215	.00	291.54	291.54
09/22	09/15/2022	91522004	67	MID-AMERICAN RESEARCH CH	0770525-IN	2	04-00-7215	.00	291.54	291.54
09/22	09/15/2022	91522004	67	MID-AMERICAN RESEARCH CH	0770525-IN	3	03-00-7215	.00	291.53	291.53
09/22	09/15/2022	91522004	67	MID-AMERICAN RESEARCH CH	0770525-IN	4	01-04-7215	.00	291.53	291.53
Total 91522004:								.00		1,166.14
91522005										
09/22	09/15/2022	91522005	71	MY OFFICE ETC	291000-0	1	01-01-7230	.00	33.22	33.22
09/22	09/15/2022	91522005	71	MY OFFICE ETC	291136-0	1	01-01-7210	.00	127.63	127.63
09/22	09/15/2022	91522005	71	MY OFFICE ETC	291140-0	1	01-01-7210	.00	56.08	56.08
Total 91522005:								.00		216.93
91522006										
09/22	09/15/2022	91522006	191	NORTHERN ENGINEERING INC	1127-001/000	1	01-03-9130	.00	925.00	925.00
09/22	09/15/2022	91522006	191	NORTHERN ENGINEERING INC	1127-001/000	2	01-08-7350	.00	2,991.75	2,991.75
09/22	09/15/2022	91522006	191	NORTHERN ENGINEERING INC	1127-001/000	3	04-00-7320	.00	950.00	950.00
09/22	09/15/2022	91522006	191	NORTHERN ENGINEERING INC	1127-001/000	4	01-01-7310	.00	3,246.75	3,246.75
09/22	09/15/2022	91522006	191	NORTHERN ENGINEERING INC	1127-001/000	5	05-00-7320	.00	877.50	877.50
09/22	09/15/2022	91522006	191	NORTHERN ENGINEERING INC	1127-001/000	6	01-01-7310	.00	270.00	270.00
09/22	09/15/2022	91522006	191	NORTHERN ENGINEERING INC	1127-001/000	7	03-00-7310	.00	315.00	315.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
09/22	09/15/2022	91522006	191	NORTHERN ENGINEERING INC	1127-001/000	8	01-08-7350	.00	180.00	180.00
09/22	09/15/2022	91522006	191	NORTHERN ENGINEERING INC	1127-001/000	9	01-01-7310	.00	1,091.04	1,091.04
09/22	09/15/2022	91522006	191	NORTHERN ENGINEERING INC	1127-001/000	10	04-00-7310	.00	360.00	360.00
09/22	09/15/2022	91522006	191	NORTHERN ENGINEERING INC	1127-001/000	11	03-00-5700	.00	5,987.82	5,987.82
09/22	09/15/2022	91522006	191	NORTHERN ENGINEERING INC	1127-001/000	12	03-00-7320	.00	135.00	135.00
09/22	09/15/2022	91522006	191	NORTHERN ENGINEERING INC	1127-001/000	13	01-08-7350	.00	45.00	45.00
09/22	09/15/2022	91522006	191	NORTHERN ENGINEERING INC	1127-001/000	14	01-08-7350	.00	77.50	77.50
09/22	09/15/2022	91522006	191	NORTHERN ENGINEERING INC	1127-001/000	15	01-08-7350	.00	102.50	102.50
09/22	09/15/2022	91522006	191	NORTHERN ENGINEERING INC	1127-001/000	16	01-08-7350	.00	51.25	51.25
09/22	09/15/2022	91522006	191	NORTHERN ENGINEERING INC	1127-001/000	17	01-08-7350	.00	358.75	358.75
09/22	09/15/2022	91522006	191	NORTHERN ENGINEERING INC	1127-001/000	18	01-08-7350	.00	551.25	551.25
09/22	09/15/2022	91522006	191	NORTHERN ENGINEERING INC	1127-003/000	1	05-00-7320	.00	4,250.00	4,250.00
09/22	09/15/2022	91522006	191	NORTHERN ENGINEERING INC	1127-003/000	2	04-00-7310	.00	2,100.00	2,100.00
Total 91522006:								.00		24,866.11
Grand Totals:								.00		685,196.26

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
01-00-1140	618.64	.00	618.64
01-00-2000	847.02	169,630.11-	168,783.09-
01-00-2230	12,688.09	.00	12,688.09
01-00-2250	241.66	.00	241.66
01-00-2260	31.00	.00	31.00
01-00-2300	742.12	.00	742.12
01-01-5640	1,880.59	.00	1,880.59
01-01-6160	7,088.27	.00	7,088.27
01-01-6180	2,321.02	.00	2,321.02
01-01-7210	320.25	89.98-	230.27
01-01-7220	770.19	.00	770.19
01-01-7230	7,902.11	500.00-	7,402.11
01-01-7260	815.10	.00	815.10
01-01-7270	1,758.91	.00	1,758.91
01-01-7280	739.00	.00	739.00

GL Account	Debit	Credit	Proof
01-01-7290	208.07	.00	208.07
01-01-7310	18,107.79	.00	18,107.79
01-01-7320	9,642.20	.00	9,642.20
01-01-7410	8,889.12	.00	8,889.12
01-01-9110	77.22	.00	77.22
01-02-5125	386.25	.00	386.25
01-02-5130	2,242.50	.00	2,242.50
01-02-5300	271.77	.00	271.77
01-02-5620	3,201.65	.00	3,201.65
01-02-5640	1,016.13	.00	1,016.13
01-02-6180	1,844.21	.00	1,844.21
01-02-7210	64.05	.00	64.05
01-02-7215	1,235.54	.00	1,235.54
01-02-7220	1,584.36	.00	1,584.36
01-02-7225	1,711.25	22.00-	1,689.25
01-02-7240	1,817.06	.00	1,817.06
01-02-7400	684.35	235.04-	449.31
01-02-9120	3,024.00	.00	3,024.00
01-03-5620	298.38	.00	298.38
01-03-6180	178.69	.00	178.69
01-03-7215	1,943.02	.00	1,943.02
01-03-7510	2,429.97	.00	2,429.97
01-03-7520	129.71	.00	129.71
01-03-9130	925.00	.00	925.00
01-04-5620	2,332.27	.00	2,332.27
01-04-6180	161.54	.00	161.54
01-04-7215	2,747.83	.00	2,747.83
01-04-7510	2,536.90	.00	2,536.90
01-04-7520	4,372.40	.00	4,372.40
01-04-9125	37,707.52	.00	37,707.52
01-06-7215	1,105.46	.00	1,105.46
01-06-7320	793.00	.00	793.00
01-06-7510	1,604.99	.00	1,604.99
01-06-7520	224.00	.00	224.00
01-07-8900	1,250.00	.00	1,250.00
01-07-9210	64.21	.00	64.21
01-08-6270	1,786.25	.00	1,786.25
01-08-7310	7,222.50	.00	7,222.50
01-08-7320	1,534.00	.00	1,534.00
01-08-7350	4,358.00	.00	4,358.00

GL Account	Debit	Credit	Proof
02-00-2000	.00	19,559.28-	19,559.28-
02-00-2230	4,194.01	.00	4,194.01
02-00-2250	80.00	.00	80.00
02-00-2260	31.00	.00	31.00
02-00-2300	284.21	.00	284.21
02-00-6180	308.00	.00	308.00
02-00-7215	88.00	.00	88.00
02-00-7216	876.00	.00	876.00
02-00-7220	217.72	.00	217.72
02-00-7235	227.13	.00	227.13
02-00-7315	4,401.42	.00	4,401.42
02-00-7510	1,199.52	.00	1,199.52
02-00-7520	5,615.00	.00	5,615.00
02-00-8211	177.19	.00	177.19
02-00-8510	1,041.08	.00	1,041.08
02-00-8535	270.00	.00	270.00
02-00-9110	549.00	.00	549.00
03-00-2000	.00	219,525.28-	219,525.28-
03-00-2230	231.94	.00	231.94
03-00-2300	47.38	.00	47.38
03-00-5620	676.84	.00	676.84
03-00-5640	21.68	.00	21.68
03-00-5700	199,219.90	.00	199,219.90
03-00-6180	247.47	.00	247.47
03-00-6182	1,417.71	.00	1,417.71
03-00-7215	1,984.67	.00	1,984.67
03-00-7310	315.00	.00	315.00
03-00-7320	135.00	.00	135.00
03-00-7515	13,962.69	.00	13,962.69
03-00-7525	15.00	.00	15.00
03-00-9210	1,250.00	.00	1,250.00
04-00-2000	.00	182,252.47-	182,252.47-
04-00-2230	900.42	.00	900.42
04-00-2250	208.32	.00	208.32
04-00-2300	63.17	.00	63.17
04-00-4000	92.23	.00	92.23
04-00-5620	660.06	.00	660.06
04-00-5640	954.35	.00	954.35
04-00-6180	403.46	.00	403.46
04-00-6182	531.90	.00	531.90

GL Account	Debit	Credit	Proof
04-00-7215	740.65	.00	740.65
04-00-7216	1,534.89	.00	1,534.89
04-00-7310	4,832.00	.00	4,832.00
04-00-7320	950.00	.00	950.00
04-00-7510	1,159.73	.00	1,159.73
04-00-8000	49,545.60	.00	49,545.60
04-00-9000	118,425.69	.00	118,425.69
04-00-9150	1,250.00	.00	1,250.00
05-00-2000	17,411.59	51,327.04-	33,915.45-
05-00-2230	1,135.45	.00	1,135.45
05-00-2300	31.58	.00	31.58
05-00-4005	32.48	.00	32.48
05-00-5620	208.79	.00	208.79
05-00-5640	853.51	.00	853.51
05-00-6180	197.34	.00	197.34
05-00-7215	729.52	.00	729.52
05-00-7310	34,142.25	16,200.00-	17,942.25
05-00-7320	5,127.50	.00	5,127.50
05-00-7510	691.28	1,211.59-	520.31-
05-00-7520	6,927.34	.00	6,927.34
05-00-9150	1,250.00	.00	1,250.00
06-00-2000	.00	42,112.85-	42,112.85-
06-00-4006	5.38	.00	5.38
06-00-7210	96.00	.00	96.00
06-00-7310	842.67	.00	842.67
06-00-9030	41,168.80	.00	41,168.80
07-00-2000	.00	19,005.46-	19,005.46-
07-00-7310	9,405.38	.00	9,405.38
07-00-7510	5,188.68	.00	5,188.68
07-00-9150	4,411.40	.00	4,411.40
08-00-2000	.00	42.38-	42.38-
08-00-2300	31.54	.00	31.54
08-00-5640	10.84	.00	10.84
Grand Totals:	721,713.48	721,713.48-	.00

Dated: _____

Mayor: _____

City Council: _____

_____

_____

_____

_____

_____

City Recorder: _____

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

THE TOWN OF EATON COLORADO	**EATON** **EATON TOWN BOARD** Report
TO: Town Board of Trustees	
FROM: Avi Rocklin, Town Attorney	
DATE OF MEETING: October 20, 2022	
TITLE / SUBJECT: Resolution No. 2022-23, a Resolution Rescinding Resolution No. 2020-09, and the Local Disaster Emergency Declaration	

DESCRIPTION

A Resolution Rescinding Resolution No. 2020-09 and the Local Disaster Emergency Declaration.

BACKGROUND AND KEY POINTS

On or about March 19, 2020, by Resolution No. 2020-09, the Town Board declared a local disaster emergency due to the COVID-19 pandemic. Section 2-11-1(d) of the Eaton Municipal Code provides that: "A state of disaster emergency shall remain in effect until the Town Board or Town Administrator declares in writing that the threat of danger has passed or that the disaster emergency conditions no longer exist."

Based on the best available sources and information, while COVID-19 still remains a public health concern similar to other viruses, the disaster emergency conditions no longer exist. It may thus be appropriate to rescind the local disaster emergency declaration.

COST & BUDGET

Not Applicable.

RECOMMENDATION

Approve Resolution No. 2022-23, a Resolution Rescinding Resolution No. 2020-09, and the Local Disaster Emergency Declaration.

PROPOSED MOTIONS

For Approval: I move to approve Resolution No. 2022-23, a Resolution Rescinding Resolution No. 2020-09, and the Local Disaster Emergency Declaration.

For Denial: I move to deny approval of Resolution No. 2022-23.

Sec. 2-11-1. Procedures.

(a) *Declaration of disaster emergency.* In compliance to the extent practicable with the Colorado Disaster Emergency Act, C.R.S. § 24-33.5-701, et seq., as amended, the Mayor may declare that a disaster emergency exists when an emergency event has occurred, is occurring or is imminent. For the purposes of this Section, a disaster is the occurrence or imminent threat of widespread or severe damage, injury or loss of life or property resulting from any natural cause or cause of human origin, including but not limited to, fire, flood, earthquake, wind, storm, epidemic, pandemic, hazardous substance incident, oil spill or water contamination requiring emergency action to avert danger or damage, epidemic, air pollution, blight, drought, infestation, explosion, civil disturbance, hostile military or paramilitary action or a condition of riot, insurrection or invasion existing in the Town and to protect the public peace, health, safety or welfare.

(b) *Declaration in writing.* The declaration of a disaster emergency by the Mayor shall be in writing and shall describe the nature of the emergency. The Town Administrator shall be responsible for publication and dissemination of information to the public and shall file the declaration with the Town Clerk and with the Colorado Division of Emergency Management.

(c) *Effect of declaration.* The issuance of a declaration of a disaster emergency shall empower the Town Administrator to exercise any and all of the emergency powers permitted by state or local law. The Town Board shall convene to perform its legislative powers as the situation demands and shall receive reports through the Town Administrator and evaluate and enact policy and other incident support as required. In case of a disaster emergency requiring immediate action of the Town Board to protect public peace, health, safety or welfare, the Town Board may convene an emergency meeting without advance public notice and may, if the situation warrants, disregard customary meeting procedures. In such case, public notice shall be achieved as soon as possible and all action taken during an emergency meeting shall be ratified at the next regular or special meeting wherein public notice is provided. If the action is not ratified, it shall be deemed rescinded, but there shall be no consequence for action taken prior to the rescission.

(d) *Duration.* A state of disaster emergency shall remain in effect until the Town Board or Town Administrator declares in writing that the threat of danger has passed or that the disaster emergency conditions no longer exist. Notwithstanding the foregoing, a state of disaster emergency shall not be continued or renewed for a period in excess of seven (7) days unless the Town Board approves a longer duration. Upon continuing or terminating a disaster emergency, the Town Administrator shall immediately issue and publish a notice effecting the same. Any declaration continuing or terminating a state of emergency shall be filed with the Town Clerk and with the Colorado Division of Emergency Management.

(e) *Town Board powers.* Nothing in this Section shall abridge or curtail the powers of the Town Board or limit the powers available to the Town under state law. In lieu of a declaration of emergency by the Mayor as set forth above, the Town Board may adopt a resolution declaring an emergency and implementing the procedures set forth in this Section. Further, in lieu of the grant of authority provided to the Town Administrator hereunder, the Town Board may designate the Mayor to undertake the powers delegated to the Town Administrator.

TOWN OF EATON, COLORADO
RESOLUTION NO. 2022-23

RESOLUTION RESCINDING RESOLUTION NO. 2020-09 AND THE LOCAL DISASTER EMERGENCY DECLARATION

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, by Resolution No. 2020-09, adopted on or about March 19, 2020, the Town Board declared a local disaster emergency due to the COVID-19 pandemic; and

WHEREAS, based on the reduced risks associated with COVID-19, the disaster emergency conditions no longer exist and the Town Board desires to rescind the local disaster emergency declaration; and

WHEREAS, the Town Board finds that rescission of the local disaster emergency declaration 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. Rescission of Resolution No. 2020-09. The Town Board hereby rescinds and repeals Resolution No. 2020-09 (Resolution Declaring Local Disaster Emergency) in its entirety.

Section 2. Effective Date. This Resolution shall be effective upon adoption.

PASSED, SIGNED, APPROVED, AND ADOPTED this 20th day of October, 2022.

TOWN OF EATON, COLORADO

ATTEST:

By:_____
Margaret Jane Winter, Town Clerk

By:_____
Scott E. Moser, Mayor

THE TOWN OF EATON COLORADO	EATON **EATON TOWN BOARD** Report
TO: Town Board of Trustees	
FROM: Chief Kevin Sturch	
DATE OF MEETING:	
TITLE / SUBJECT: Peace Officers Behavioral Health and Community Partnership Grant (co responder funding)	

DESCRIPTION

The Peace Officers Behavioral Health Support and Community Partnerships grant program within the Department of Local Affairs (DOLA) is available for law enforcement agencies, peace officer organizations, and public safety agencies for:

1. Co-responder community responses.

SUMMARY

We would be using the money from this grant to fund Eaton Police Departments portion, of 2 co responders in 2023. Our portion in 2023 will be $11,250. The grant money will pay our portion per hour up to $11,250

KEY POINTS

Co responders are used to bridge the gap between mental health and law enforcement. We use the co responder to not only assist with mental health calls but to also follow up with individuals who need on going mental health interventions. This grant would alleviate the burden of cost of the co responder(s) from our 2023 budget if grant funds are awarded to us. Eaton Pd is also including the Ault Police Department and the Nunn Police Department as a joint grant.

RECOMMENDATION

The Eaton Police Department recommends approving us in applying for this grant. Thank you Chief Sturch.

TOWN OF EATON, COLORADO
RESOLUTION NO. 2022-24

RESOLUTION AUTHORIZING AND SUPPORTING THE TOWN'S APPLICATION FOR A PEACE OFFICERS BEHAVIORAL HEALTH SUPPORT AND COMMUNITY PARTNERSHIPS GRANT FROM THE COLORADO DEPARTMENT OF LOCAL AFFAIRS

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 State of Colorado, by and through the Colorado Department of Local Affairs, is offering grants to support peace officers' behavioral health and community partnerships; and

WHEREAS, the Town Board supports the Eaton Police Department and the Eaton Police Department's participation in the co-responder program that provides a coordinated approach to behavioral health intervention between and among Northern Colorado entities; and

WHEREAS, the Town Board authorizes and supports the Town's application for a Peace Officers Behavioral Health Support and Community Partnerships Grant in the amount of $11,250.00; and

WHEREAS, the Town Board finds that adoption of this Resolution is in the best interests of the Town.

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

Section 1: The Town Board hereby authorizes and supports the Town's application for a Peace Officers Behavioral Health Support and Community Partnerships Grant in the amount of $11,250.00.

Section 2: This resolution shall be effective upon adoption.

PASSED, SIGNED, APPROVED, AND ADOPTED this 20th day of October, 2022.

TOWN OF EATON, COLORADO

By:_____
Scott E. Moser, Mayor

ATTEST:
By:_____
Margaret Jane Winter, Town Clerk

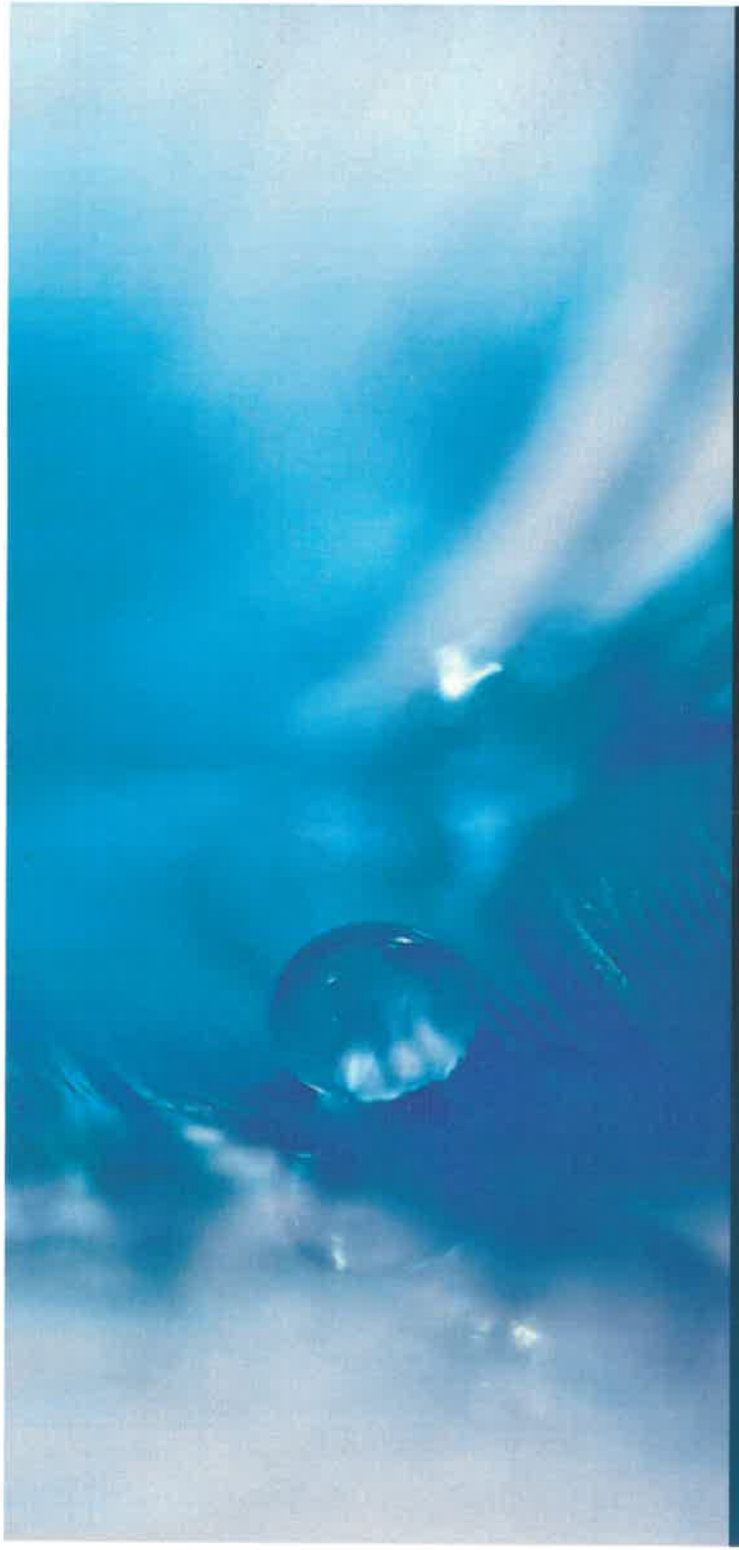
SPECIAL PRESENTATION(S)

Town of Eaton

Water Supply Master Plan

October 20, 2022

clearWATERsolutions
water rights • planning • engineering



Goal

Develop a water supply plan that strategically positions the Town to meet current and future water demands while:

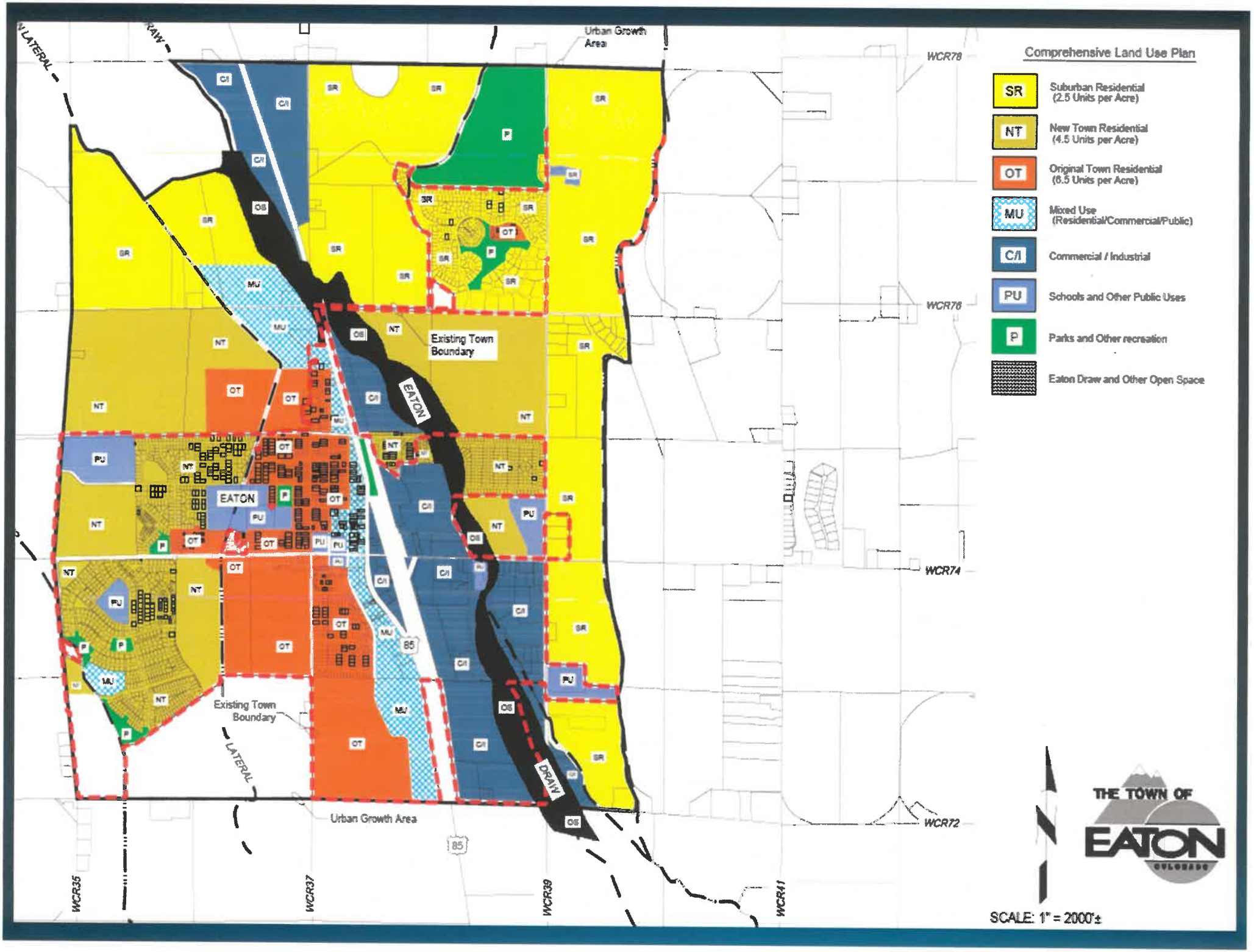
- Maintaining flexibility
- Encouraging that growth pays its own way
- Acquiring some reusable supplies to address well augmentation

Process

- Water demand projections
- Evaluation of existing water supplies
- Estimate water supply shortfall
- Examination of potential new water sources
- Recommended new water acquisition

Water Demand

- Calculated based on land use plan from the Town's Comp Plan.
- Determined water use per acre for each land use category.
- Projected the water use per acre onto the total acreage for each land use type.
- Water demand limited to the Urban Growth Boundary defined in the Comp Plan.


Comprehensive Land Use Plan
SR Suburban Residential (2.5 Units per Acre)
NT New Town Residential (4.5 Units per Acre)
OT Original Town Residential (6.5 Units per Acre)
MU Mixed Use (Residential/Commercial/Public)
C/I Commercial / Industrial
PU Schools and Other Public Uses
P Parks and Other recreation
Eaton Draw and Other Open Space
Urban Growth Area
Existing Town Boundary
EATON
EATON DRAW
LATERAL
WCR78
WCR76
WCR74
WCR72
WCR35
WCR37
WCR39
WCR41
85
THE TOWN OF EATON COLORADO
SCALE: 1" = 2000'±

Current Water Supply

Water Right	No. of Shares/ Units Owned	Annual Yield per Share (acre-feet)			Eaton's Total Annual Yield (acre-feet)		
		Average	Firm	Planning	Average	Firm	Planning
CBT	1,005	0.7	0.5	0.6	704	503	603
NPIC - MU Component	207.5	2.5	2	2	519	415	415
NPIC - AG Component	207.5	1.75	0.5	-	363	104	-
				CBT Total	1,222	918	1,018

Projected Water Demand

Land Use Name	Land Use Category	Full Build-out Land Use Area (acres)	Unit Water Use (ac-ft/ac)	Unit Water Use with 20% Safety Factor (ac-ft/ac)	Unit Water Use with 10% Charge from NWCWD (ac-ft)	Full Build-out Water Use (ac-ft)
Suburban Residential	SR	1,221	0.81	0.97	1.07	1,305
New Town Residential	NT	719	0.62	0.74	0.81	586
Original Town Residential	OT	574	0.77	0.93	1.02	586
Mixed Use	MU	197	0.97	1.16	1.28	252
Commercial/ Industrial	C/I	469	0.97	1.16	1.28	601
Public Uses	PU	194	0.23	0.27	0.30	58
	TOTAL:	3,374				3,388

Additional Water Need

	Yield (acre-feet)
Projected Build-out Water Demand	3,388
Eaton Water Supply	1,018
Shortfall at Build-out	2,370

Potential Sources of Water Supply

CBT – currently 616 units below cap

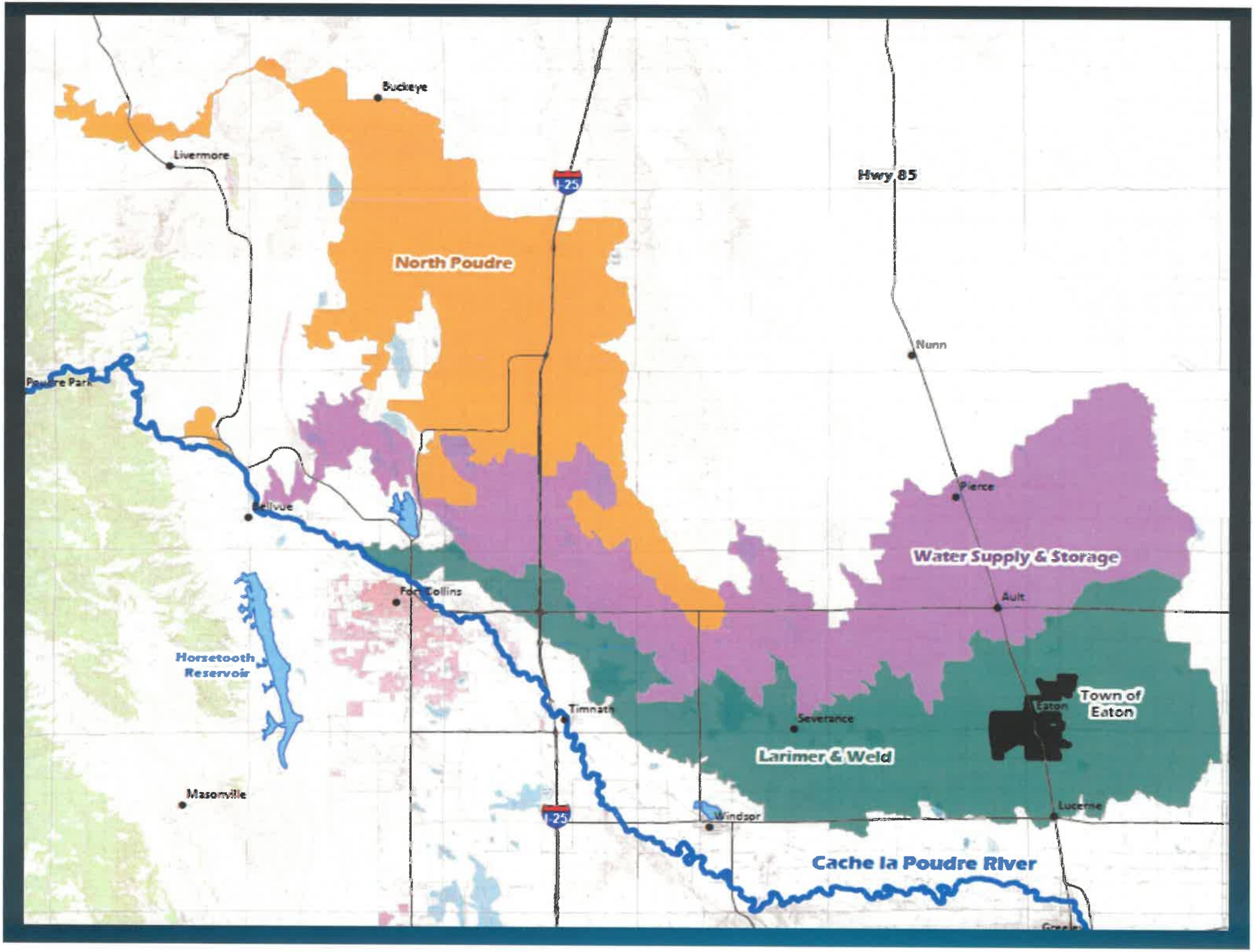
North Poudre Irrigation Company (NPIC)

Water Supply and Storage Company (WSSC)

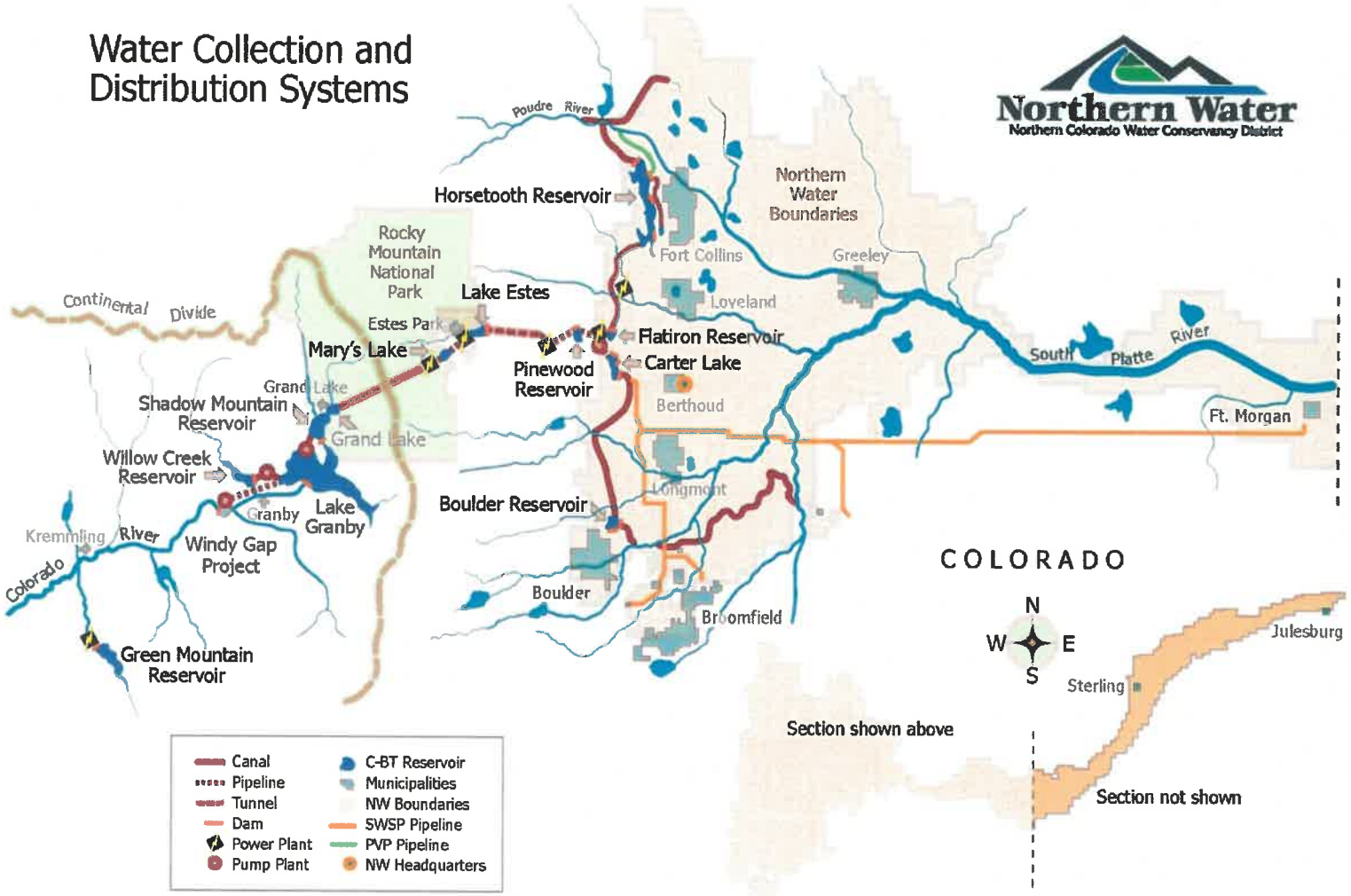
Windy Gap

Northern Integrated Supply Project (NISP)

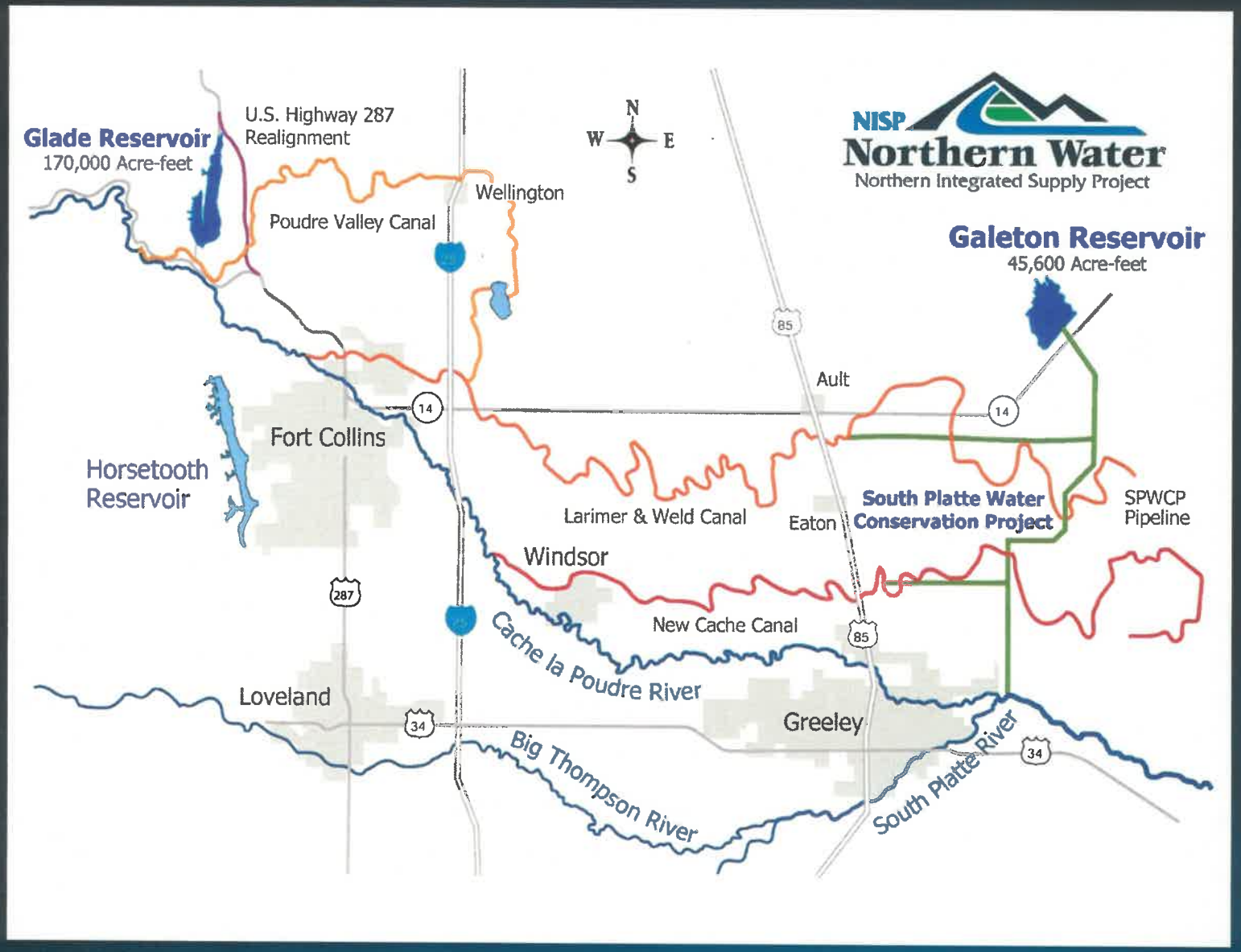
Larimer and Weld Irrigation Company


Buckeye
Livermore
I-25
Hwy 85
North Poudre
Nunn
Poudre Park
Pierce
Bellvue
Water Supply & Storage
Fort Collins
Ault
Horsetooth Reservoir
Town of Eaton
Eaton
Timnath
Severance
Larimer & Weld
Masonville
Lucerne
I-25
Windsor
Cache la Poudre River

Water Collection and Distribution Systems



CBT

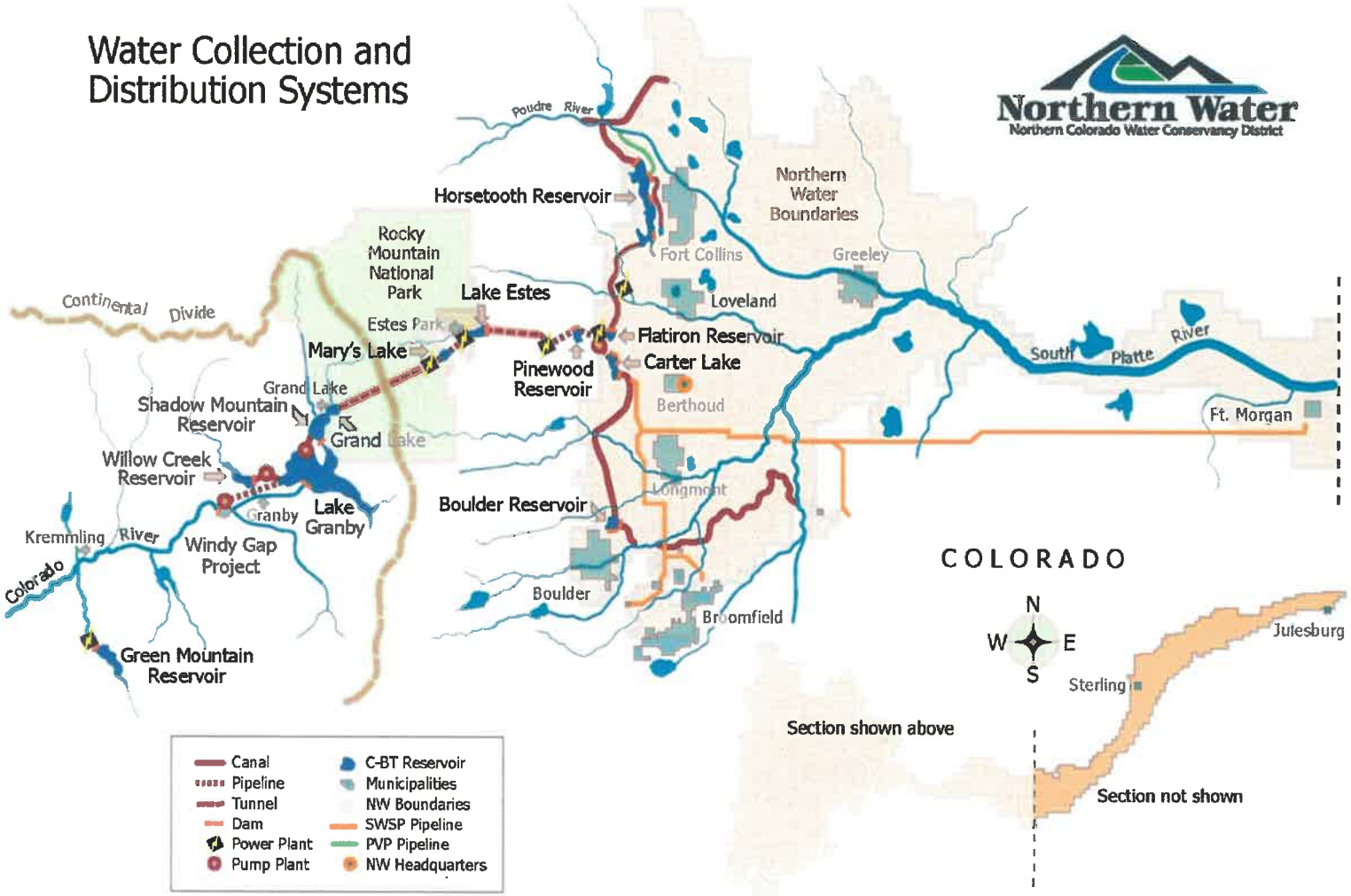

NISP
Northern Water
Northern Integrated Supply Project
Glade Reservoir
170,000 Acre-feet
U.S. Highway 287
Realignment
Poudre Valley Canal
Wellington
N
W
E
S
Galeton Reservoir
45,600 Acre-feet
Ault
Fort Collins
Horsetooth
Reservoir
Larimer & Weld Canal
Eaton
South Platte Water
Conservation Project
SPWCP
Pipeline
Windsor
New Cache Canal
Cache la Poudre River
Loveland
Greeley
Big Thompson River
South Platte River
14
85
287
34

NISP

NISP Participants

	Participants	Requested Yield (acre-feet)
1	Central Weld County Water District	3,500
2	Dacono	1,000
3	Eaton	1,300
4	Erie	6,500
5	Evans	1,600
6	Firestone	1,300
7	Fort Collins-Loveland Water District	3,000
8	Fort Lupton	3,000
9	Fort Morgan	3,600
10	Frederick	2,600
11	Lafayette	1,800
12	Left Hand Water District	4,900
13	Morgan County Water quality	1,300
14	Severance	1,300
15	Windsor	3,300

Water Collection and Distribution Systems



Windy Gap

Windy Gap Firming

Windy Gap Firming Participants

	Participants	Requested Yield (acre-feet)
1	PRPA	5,150
2	Broomfield	5,600
3	Erie	2,000
4	Greeley	4,400
5	Longmont	5,125
6	Louisville	900
7	Loveland	4,000
8	Superior	1,500
9	Central Weld County Water District	100
10	Evans	500
11	Little Thompson Water District	1,200
12	Lafayette	800
13	Fort Lupton	300

Cost of Water Rights

Water Supply	No. of Shares/Unit	Cost per share	Average Annual Yield per Share	Firm Annual Yield per Share	Cost per Firm Yield
		($)	(acre-feet)	(acre-feet)	($/acre-feet)
NPIC	10,000	$200,000	2.5	2	$100,000
CBT	310,000	$60,000	0.7	0.5	$120,000
WSSC	600	$3,000,000	65	45	$66,667
Larimer and Weld	118	$200,000	40	20	$10,000
Windy Gap	480	$2,500,000	100	50	$50,000
NISP	40,000 acre-feet		1300		$60,000

Future Water Supplies

Water Right	Yield (acre-feet)	Comments
CBT	480	Purchase/acquire 800 additional CBT units
NPIC	300	Purchase/acquire 150 additional NPIC shares
NISP	1,300	Maintain current participation level
WSSC	90	Purchase 2 shares
Windy Gap	100	Purchase 2 units (assuming only unfirmed available)
Water Conservation	170	5% savings of build-out demand
Total	2,440	

Key Findings

1. Aggressively pursue new CBT and NPIC shares
2. Maintain participation in NISP at 1,300 acre-feet
3. Acquire Windy Gap and/or WSSC water
4. Budget funds to actively acquire new water
5. Budget funds for water conservation
6. Explore CWCB funding
7. Continue communications with NWCWD as the District is modeling and planning how much capacity they will provide to Eaton

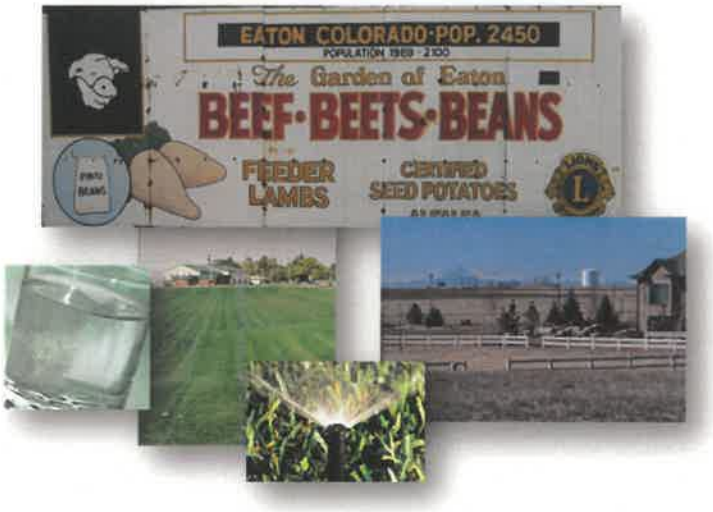
Key Findings *(cont.)*

8. Explore potential agreement with NWCWD to change WSSC shares and replace return flow obligation
9. Continue CBT carryover and rent excess supplies
10. Continue participation in the planning of the Regional WTP

Questions?

TOWN OF EATON

2022 WATER SUPPLY MASTER PLAN



Date: October 7, 2022

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EXECUTIVE SUMMARY

The Town of Eaton is located in Northern Colorado in Weld County along US Highway 85 and County Road 74 and is surrounded by larger municipalities such as Fort Collins, Greeley and Windsor. Eaton has a population of approximately 6,000 people. The Town was founded in 1892 with an agricultural base to its economy and that is still true today. Eaton developed the first sugar factory in Weld County, Colorado in 1902. The sugar factory doubled the population of the area at the time.

Currently, the Town relies on the Colorado-Big Thompson (CBT) project for all of its raw water, making Eaton's water portfolio "one-dimensional." The Town has taken a positive step with this Water Supply Master Plan and should be commended for its proactiveness and foresight.

PLAN OBJECTIVE

The goal of this Water Supply Master Plan is to provide the Town's decision makers with the information and education needed to make sound decisions associated with its water portfolio to best position the Town for its future. This Water Supply Master Plan is not designed to be strict and narrow, but flexible with the ability to evolve and adjust as the Town grows. This plan was developed to give Eaton a framework on how to move forward... a starting point. Because this plan is flexible, the key is to start. The Town will have the opportunity to adapt policies as it grows.

This plan was designed to work in conjunction with the Town's other master planning efforts. More specifically, this Water Supply Master Plan supports:

- 2018 Comprehensive (Comp) Plan
- 2018 Water Efficiency Plan
- The Town's Water Infrastructure Master Plans

This plan evaluates projected demands through build-out and identifies new sources of water to meet those demands. The Comp Plan guides decisions regarding growth of the Town, environmental quality, use of prime agricultural lands, public improvements (including transportation, water, sewer and storm drainage), community services, community character, economic development, and housing. Because of this, we utilize the Land Use plan within the Comp Plan to calculate future water demands for Eaton.

Further, being reliant solely on water acquisition is not sufficient. This Water Supply Master Plan also relies on water savings through conservation measures and programs outlined in the Town's 2018 Water Efficiency Plan.

As Eaton grows and makes progress in acquiring the recommended new water supplies, this Water Supply Master Plan may need to be revised. Water supplies that are available today may not be in the future, so the Town will need to proactively adjust as it moves forward.

WATER DEMAND

The Comp Plan for the Town included a Land Use plan. This Land Use plan identified different land use categories for future development within the Urban Growth Boundary. These categories include:

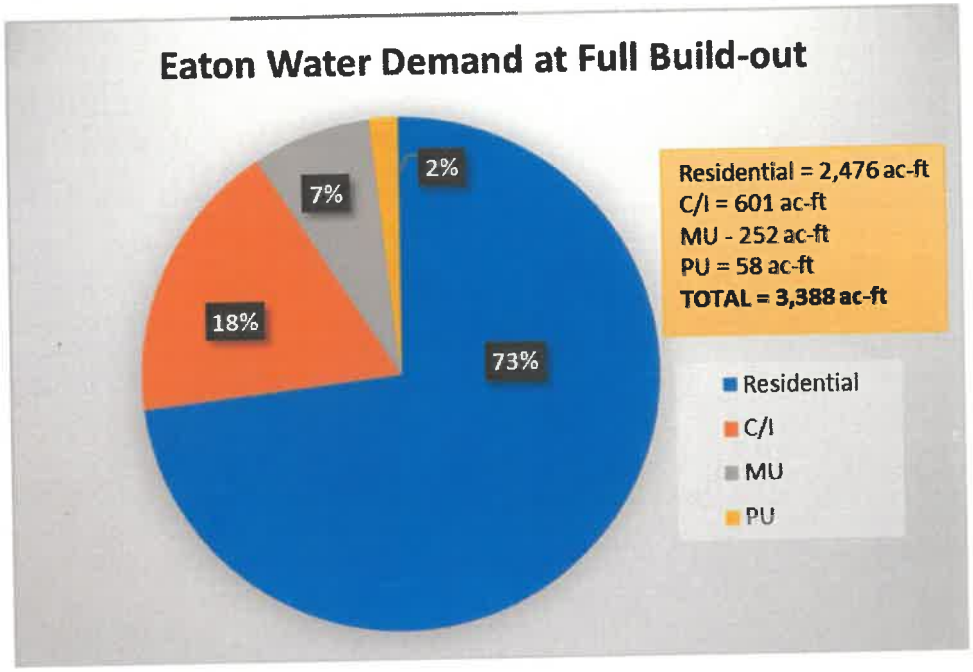
- SR – Suburban Residential
- NT – New Town Residential
- OT – Original Town Residential
- MU – Mixed Use
- C/I – Commercial/Industrial
- PU – Schools and Other Public Uses
- P – Parks and Other Recreation

The SR, NT and OT land use categories are residential. The MU category includes both residential and commercial. The C/I category comprises primarily of commercial and industrial business and commerce. The PU land use category includes schools, parks, recreational facilities, churches as well as other public facilities such as police station, fire station, and Town Hall.

The land uses described in the Comp Plan consist of 3,374 acres. The acreages for each land use type are as follows: SR = 1,221 acres, NT = 719 acres, OT = 574 acres, MU = 197 acres, C/I = 469 acres, PU = 194 acres. Since the P – Parks and Other Recreation land use category will be irrigated with well water in the future, we did not project a potable water demand for this category.

The total overall acreage for build-out is 3,374 acres. **Figure ES.1** shows the projected demands for residential, commercial, industrial, mixed use and public uses. The total water demand at full build-out is 3,388 acre-feet.

Figure ES.1 - Water Demand at Buildout



WATER SUPPLY VS. BUILD-OUT WATER DEMAND

The Town currently owns 1,005 CBT units and 207.5 North Poudre Irrigation Company (NPIC) shares. These water rights yield approximately 1,018 acre-feet annually. The Town is also participating in 1,300 acre-feet of NISP, but this water will not be available for many years. The water needed at full build-out is 3,388 acre-feet. This produces an additional water need of 2,370 acre-feet, which is shown in **Table ES.1**.

Table ES.1 - Water Supply Gap

	Yield (acre-feet)
Projected Build-out Water Demand	3,388
Eaton Water Supply	1,018
Shortfall at Build-out	**2,370**

ADDITIONAL WATER SUPPLIES

In evaluating potential new water supplies that Eaton can aquire to meet the water shortfall in **Table ES.2**, sources are currently limited to what NWCWD can treat and deliver. Any new source proposed would need the ability to be physically diverted into Soldier Canyon Filter Plant. The existing contract states that NWCWD will accept CBT, Windy Gap, NPIC, and any other source acceptable to NWCWD. Water Supply and Storage Company (WSSC) shares are also listed as a potential source that can be treated by NWCWD. As Eaton acquires water rights beyond this list, the Town should verify the new sources are acceptable to NWCWD.

Table ES.2 – Additional Water Supplies

Water Right	Yield (acre-feet)	Comments
CBT	480	Purchase/acquire 800 additional CBT units
NPIC	300	Purchase/acquire 150 additional NPIC shares
NISP	1,300	Maintain current participation level
WSSC	90	Purchase 2 shares
Windy Gap	100	Purchase 2 units (assuming only unfirmed available)
Water Conservation	170	5% savings of build-out demand
Total	**2,440**	

CONCLUSIONS AND RECOMMENDATIONS

1. **Aggressively pursue new CBT and NPIC shares.** We recommend the Town actively acquire CBT units and NPIC shares as they become available. CBT can be purchased since the Town is under its CBT cap as well as continue to be acquired through raw water dedication. The goal is to acquire an additional 800 CBT units and 150 NPIC shares.

2. **Maintain participation in NISP at 1,300 acre-feet.** Although there are many uncertainties with NISP, we believe the project will eventually be constructed. The primary questions are when the water will be available and at what ultimate cost. We recommend the Town maintain its current level of participation.

3. **Acquire Windy Gap and/or WSSC water.** Both Windy Gap and WSSC provide similar benefits to the Town. Both sources provide a double benefit – they can be used first for potable use and generate reusable effluent credits at the Town's WWTP. Of the two sources, Windy Gap is preferred as it costs less per acre-foot, and it does not require Water Court to be used. The recommendation is to acquire two Windy Gap units and two WSSC shares. If the Town was able to purchase four Windy Gap units, it would not need to purchase WSSC water. The Town should begin allowing both sources as raw water dedication.

4. **Budget funds to actively acquire new water.** The Town should budget funds to proactively acquire water supplies as opportunities become available.

5. **Budget funds for water conservation.** A key component of Eaton's long-term plan includes water conservation. The Town should continue to invest resources to implement the programs outlined in its Water Efficiency Plan.

6. **Explore CWCB funding.** Because the Town has a State-approved WEP, it qualifies the Town for low-interest loans through CWCB and the Colorado Water Resources and Power Development Authority. These two organizations have the most favorable rates for water and water projects.

7. **Continue communications with NWCWD as the District is modeling and planning how much capacity they will provide to Eaton.** The amount of capacity NWCWD can treat and deliver to Eaton is a key component to Eaton's future supply. It will be important to continue discussions with NWCWD as the District progresses in its efforts to figure this out.

8. **Explore potential agreement with NWCWD to change WSSC shares and replace return flow obligations**. Because the WSSC system is so expansive, the requirements for return flows are quite complex. Eaton should explore an agreement with NWCWD detailing an arrangement if NWCWD were to change Eaton's future WSSC shares along with the District's WSSC ownership through Water Court and replace the return flows obligations.

9. **Continue CBT carryover and rent excess supplies**. The Town should continue participating in the CBT carryover program. The Town should carryover its full entitlement each year to safeguard against an extended drought. If the Town has excess CBT each year, the Town should rent out its surplus CBT supplies to recover the money spent on the carryover. This is a low or no-cost insurance policy for the Town to protect itself from an unforeseen drought.

10. **Continue participation in the planning of the Regional WTP**. It will be important that Eaton continue participating in the planning of the Regional WTP, particularly in light of the uncertainties surrounding NWCWD's ability to provide sufficient capacity. The Town should push for the ability to treat all of its supplies at the Regional WTP, not just NISP.

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Town of Eaton

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CHAPTER 1 – INTRODUCTION

The Town of Eaton is located in Northern Colorado in Weld County along US Highway 85 and County Road 74 and is surrounded by larger municipalities such as Fort Collins, Greeley and Windsor. Eaton has a population of approximately 6,000 people. The Town was founded in 1892 with an agricultural base to its economy and that is still true today. Eaton developed the first sugar factory in Weld County, Colorado in 1902. The sugar factory doubled the population of the area at the time.

The Union Pacific railroad runs through Eaton and has made it a major processing and shipping center in Northern Colorado. As the Town continues to grow and welcome new community members, the need for reliable water supplies also grows. This growth requires proactive water planning to ensure that Eaton has sufficient water supplies to meet the increasing water demand. The purpose of this Water Supply Master Plan is to provide the Town decision makers with information that will assist Eaton in identifying a preferred direction for its water policy as it relates to raw water development and acquisition. More specifically, this plan includes:

- Water demand projections
- Evaluation of existing water supplies
- Examination of potential new water sources and their availability to meet future potable water demands
- Recommended new water acquisition

This Water Supply Master Plan (WSMP) is different from other water master plans the Town has completed in the past. The existing water master plan emphasize infrastructure capacity needs of the Town's water distribution system. This WSMP is developed to supplement those plans, as well as the Town's 2018 Comprehensive (Comp) Plan and the Town's 2019 Water Efficiency Plan, to provide overall guidance to the Town Board and staff regarding raw water acquisition and policy.

The Comp Plan guides decisions regarding growth of the Town, environmental quality, use of prime agricultural lands, public improvements (including transportation, water, sewer and storm drainage), community services, community character, economic development, and housing. Because of this, we utilize the land use plan within the Comp Plan to calculate future water demands for Eaton. We also use a planning horizon that is consistent with the Comp Plan.

The goal of this WSMP is to develop a strategy for the Town in terms of its water supplies, so it can make sound decisions for its future. This WSMP is designed to be flexible and will need to be monitored, re-evaluated and updated as the Town grows. It is important that while the Town encourages growth, growth pays its own way. Ensuring that current Eaton residents are not subsidizing growth is an important component of this plan.

CHAPTER 2 – WATER SYSTEM

EATON WATER SYSTEM OVERVIEW

Water Service Area

The water service area for Eaton is approximately the same as the Town limits. It is generally bounded by County Road 78 to the north and County Road 72 to the south. Highway 85 and the Union Pacific railroad run through the center of Town in a north-south direction. Currently, the Town is approximately 3.2 square miles as shown in **Figure 1**.

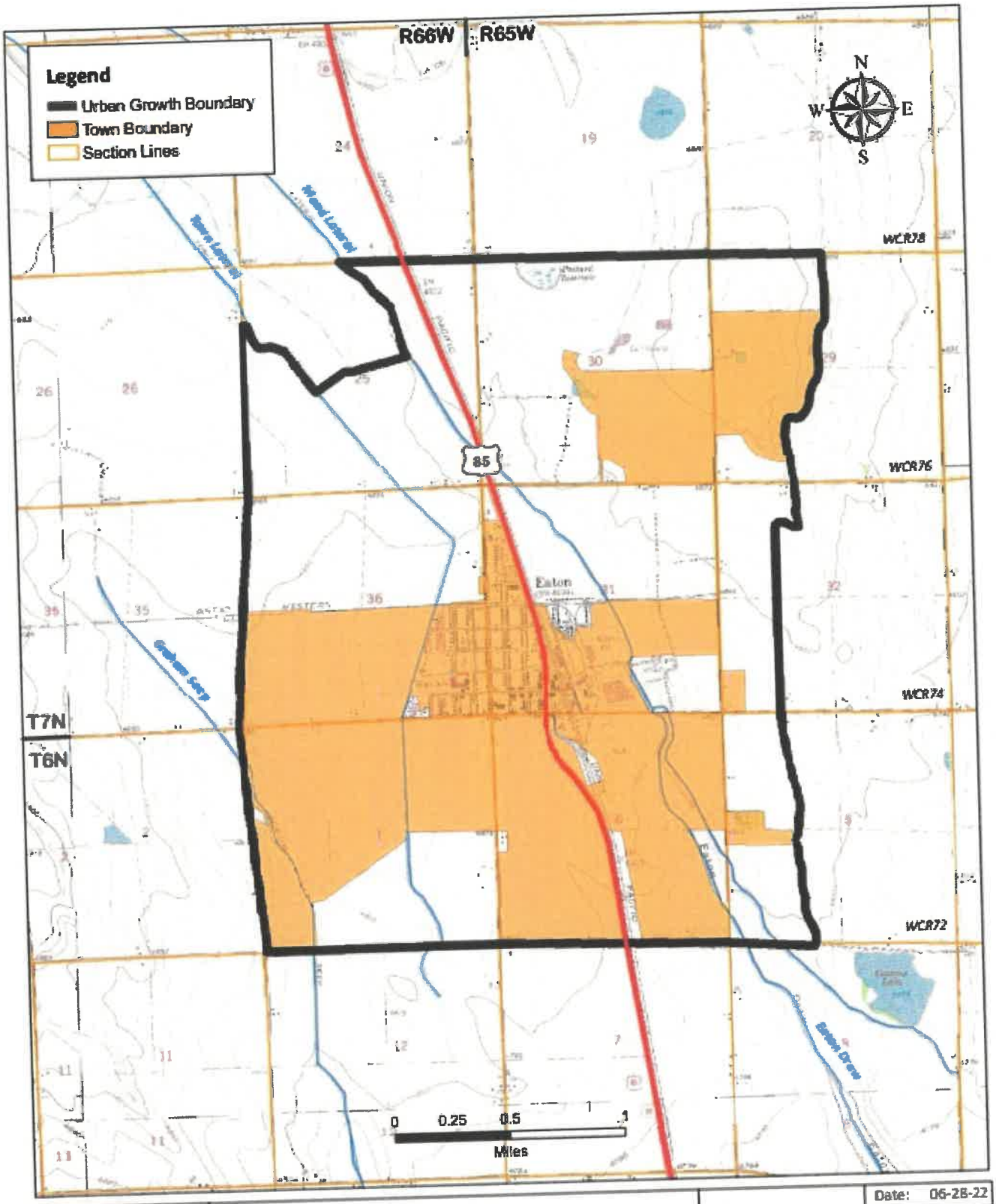
The Comp Plan outlined a plan for future development and identified land uses to promote the community character Eaton desires, such as friendliness and a small-town feel mixed with sustainable growth. The Comp Plan identifies the locations and sizes for the different types of development within the Town's proposed growth boundary. For example, future Commercial and Industrial land use is identified along the railroad and Highway 85 through Town.

The Comp Plan identifies 6.9 square miles for the Town's future Urban Growth Boundary. The planning area will double the Town's current size. In this WSMP, we will refer to this future growth area as "full build-out," although the Town may revise and grow beyond this current Urban Growth Boundary someday. The full build-out area used in this WSMP is the same 6.9 square miles identified in the Comp Plan. If the Town updates its Urban Grown Boundary in the future, the water demands will also need to be re-evaluated.

Non-Potable Wells

The Town has eight non-potable wells that are used for outdoor irrigation within subdivisions, parks and open space as shown in **Figure 2**. Using non-potable water for irrigation reduces the amount of potable supplies the Town needs to acquire at full build-out. This is an important part of planning for the Town's water future. Some of the existing wells or future wells may require augmentation. The potential need for augmentation is considered in the proposed future water supplies for the Town.

These wells are used within dual distribution systems in subdivisions throughout Eaton. The wells are decreed as non-tributary, which means they do not require augmentation. Evaluating future non-potable water demand is not part of this plan.



clearWATER solutions	**FIGURE 1** Town Limits and Urban Growth Boundary	TOWN OF EATON	Date: 06-28-22 By: KKE Scale: as shown Job No. 22-120

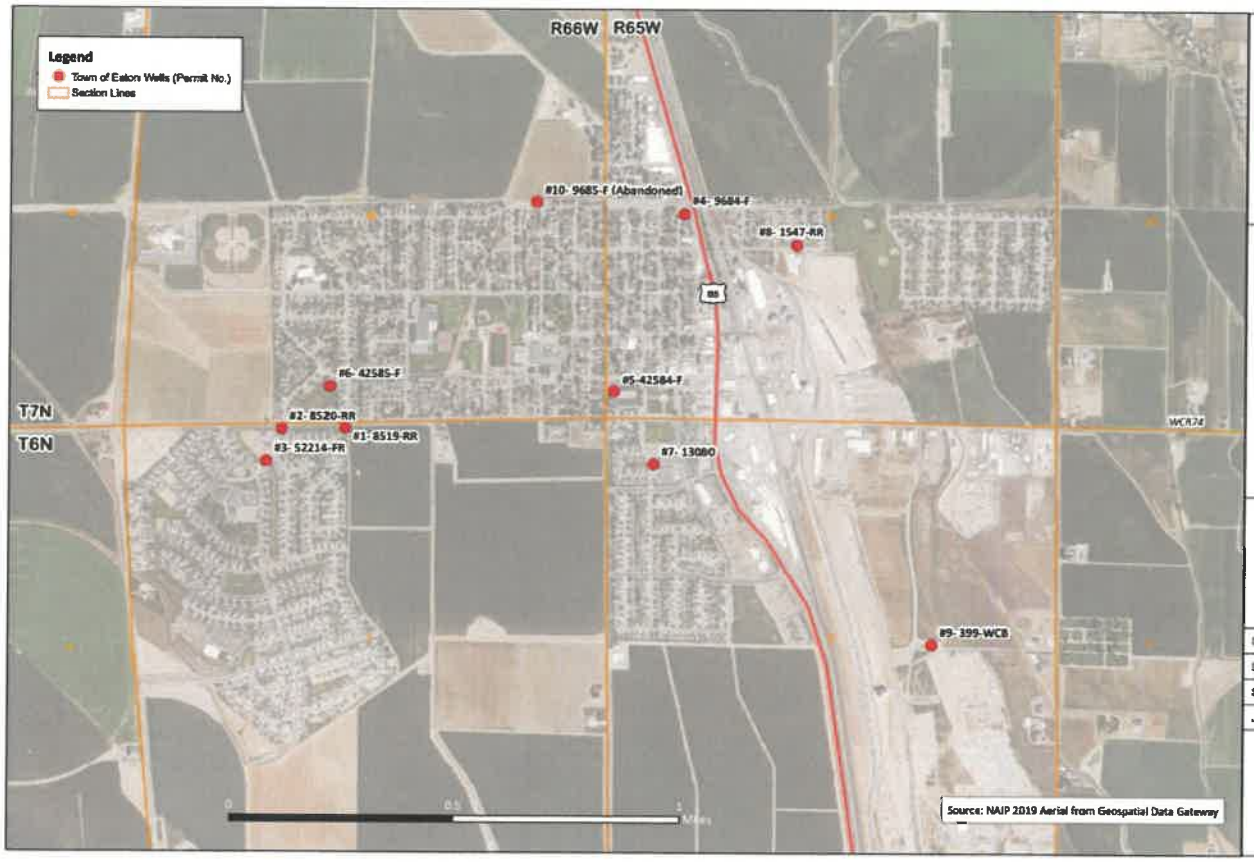


FIGURE 2
Eaton Well Locations

Town of Eaton

Date:	05-01-2022
Drawn By:	KKE
Scale:	As Shown
Job No:	21-130

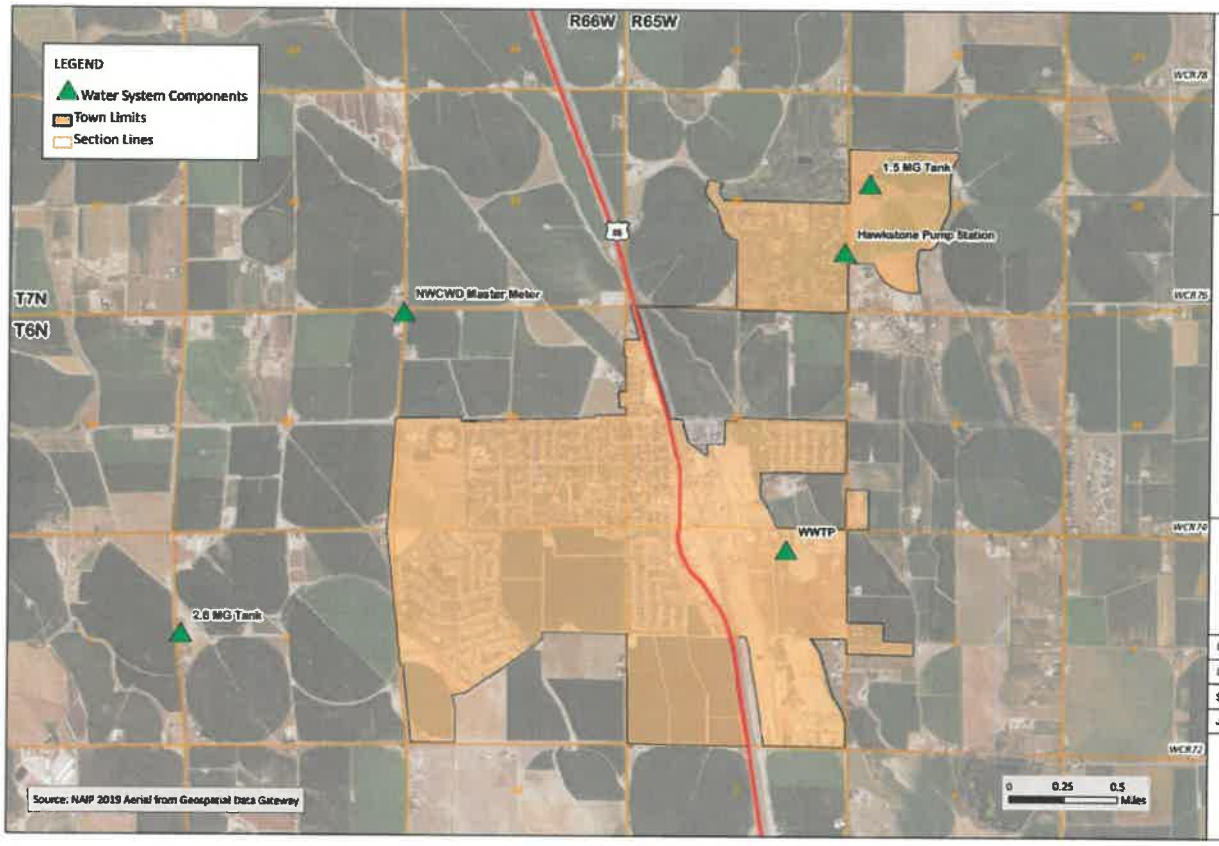


FIGURE 3
Key Water System Components

TOWN OF EATON

Date:	05-01-2022
Drawn By:	KKE
Scale:	As Shown
Job No:	2-130

NORTH WELD COUNTY WATER DISTRICT

North Weld County Water District (NWCWD) is the sole water provider for the Town of Eaton. The District treats and delivers the Town's Colorado Big Thompson (CBT) and North Poudre Irrigation Company (NPIC) water supplies. The water is owned by the Town and treated and transmitted by NWCWD. After treatment at Soldier Canyon Filter Plant by NWCWD, Eaton's potable water supply is measured at the Town's master meter.

The Town is responsible for operating and maintaining its distribution system to its customers after the master meter. The Town has one distribution system and two water storage tanks as shown in **Figure 3**. The pipes in the distribution system range in age from one year to 120 years. There are two storage tanks in the Town's water system – one 1.5-million-gallon (MG) tank in the northeast part of Town and another 2.6 MG tank in the southwest part of Town. The 2.6 MG tank location was chosen because of a potential future connection with NWCWD as they are proposing a new 30-inch line extending from Eaton. The storage tanks allow the Town to reduce peak flow demands. There is also a booster pump to increase the pressure for the Hawkstone subdivision.

The Town's wastewater treatment plant (WWTP) is an Aero-Mod treatment plant with the capacity to treat 750,000 gallons per day. The plant operations can be expanded to treat up to 1.5 million gallons per day (MGD) to accommodate future growth within the Town.

Eaton-North Weld County Water District Agreement

Based on the Water Service Agreement between Eaton and NWCWD, the Town needs to provide the raw water in the amount of 110% of the total measured potable water usage at the master meter for the previous year, plus any anticipated increases in use. The 10% is used to cover losses that occur as the water is being delivered from Soldier Canyon Filter Plant to the master meter.

In the amended 2019 agreement with NWCWD, Eaton can deliver an annual maximum of 323.5 MG or 992.8 acre-feet. The contract also limits the peak demand flowrate to a maximum of 1,419 gallons per minute.

CHAPTER 3 – FUTURE WATER DEMAND

LAND USE CATEGORIES

For this WSMP, the Town's future water demand is calculated from the land use projection described in the Comp Plan, not a population projection as done in many water master plans. Eaton's Comp Plan identifies seven different land use categories. These categories are as follows:

- SR – Suburban Residential
- NT – New Town Residential
- OT – Original Town Residential
- MU – Mixed Use
- C/I – Commercial/Industrial
- PU – Schools and Other Public Uses
- P – Parks and Other Recreation

The SR, NT and OT land use categories are residential. The MU category includes both residential and commercial. The C/I category comprises primarily of commercial and industrial business and commerce. The PU land use category includes schools, parks, recreational facilities, churches as well as other public facilities such as police station, fire station, and Town Hall.

The land uses described in the Comp Plan consist of 3,374 acres. The acreages for each land use type are as follows: SR = 1,221 acres, NT = 719 acres, OT = 574 acres, MU = 197 acres, C/I = 469 acres, PU = 194 acres. Since the P – Parks and Other Recreation land use category will be irrigated with well water in the future, we did not project a potable water demand for this category. **Table 1** is a summary of existing and build-out acreages for each land use type within the Urban Growth Boundary.

Table 1 - Land Use Categories from Comp Plan

Land Use Category	Existing Acres	% of Total Existing Acres	Build-out Acres	% of Total Build-out Acres
Suburban Residential (SR)	142	15%	1,221	36%
New Town Residential (NT)	286	31%	719	21%
Original Town Residential (OT)	243	26%	574	17%
Commercial/Industrial (C/I)	150	16%	469	14%
Mixed Use (MU)	60	6%	197	6%
Schools and Other Public Uses (PU)	45	5%	194	6%
TOTAL ACRES	**926**		**3,374**	

Currently, the SR, NT and OT categories, which are residential, make up 72% of the land use in Eaton. Commercial and Industrial comprise 16%. At build-out, these land use categories are 74% and 14%, respectively. Future MU and PU remain at the current 6% levels. As can be seen, these future ratios are similar to current land use within Eaton, which emphasizes that goal of Eaton maintaining its current character and feel even as it grows.

CURRENT WATER USE PER LAND USE CATEGORY

We used 2017-2021 billed water use data provided by the Town to calculate a water use per acre for each land use type listed above. The 2017-2021 period contains a representative mix of water years, and the total water use was consistent during this time. This results in numbers we can rely on to estimate future water demand. We then project the current water use per acre onto the build-out acres for each land use type to determine the water demand at full build-out. We believe this is a more accurate way to determine future water use as it remains consistent with the driving goals of the Comp Plan. **Table 2** is a summary of the 2017-2021 billed water use organized by each land use category.

Table 2 - Summary of Billed Water Use from the Town

Subdivision	Water Use (acre-feet)					
	2017	2018	2019	2020	2021	Avg
Suburban Residential (SR)						
Hawkstone	108.7	115.6	107.5	125.2	117.6	114.9
New Town Residential (NT)						
Aspen Meadows	2.5	11.5	19.2	24.1	24.7	16.4
Eaton East	11.5	11.6	11.7	11.7	10.8	11.5
Eaton Commons	66.3	68.5	63.2	71.7	66.5	67.2
Governors Ranch	35.2	38.0	39.4	42.7	37.2	38.5
Maplewood Residential	30.9	29.4	30.2	31.4	31.3	30.6
Original Town Residential (OT)						
Main Town Residential	241.7	261.6	237.0	265.8	244.2	250.1
Browns Farm	1.4	1.9	2.5	2.3	1.9	2.0
Commercial/Industrial (C/I), Mixed Use (MU)						
Eaton Cobblestone	3.2	3.2	3.1	2.4	2.5	2.9
Main Town Commercial	46.8	50.6	47.3	47.9	43.6	47.2
Maplewood Commercial	8.2	10.1	9.8	11.0	8.0	9.4
Main Town Industrial	4.6	6.8	10.3	11.1	4.3	7.4
Schools and Other Public Uses (PU)						
Governor's Ranch Commercial	1.4	1.7	1.7	4.7	8.0	3.5
Eaton Area Community Center	1.9	4.8	6.0	5.0	6.0	4.7

The average water use for each listed subdivision was divided by the corresponding acres for that subdivision to determine a water use per acre. The water use per acre was then organized into the land use categories to determine an average water use per acre per land use category. The water use per acre per land use category is shown in **Table 3**.

Table 3 - Water Use per Land Use Category

Land Use Categories	Water Use per Acre (acre-feet/acre)
Suburban Residential (SR)	0.81
New Town Residential (NT)	0.62
Original Town Residential (OT)	0.77
Mixed Use (MU)	0.97
Commercial and Industrial (C/I)	0.97
Schools and Other Public Uses (PU)	0.23

FUTURE WATER DEMAND

As described previously, Eaton's Comp Plan defines an Urban Growth Boundary for the Town and includes a Land Use Plan. This Land Use Plan identifies the different land use categories for future development within Eaton's Urban Growth Boundary. **Figure 4** shows the land use categories from the Comp Plan and associated acreages. The unit water uses shown it **Table 3** were multiplied by the build-out acreages in **Table 1** to determine Eaton's future water demand.

Residential Water Use

The largest land use for the Town is single family detached housing with small areas of multi-family developments. Approximately 74% of the future land use will be residential. There are three different land use categories for residential: SR – Suburban Residential, NT – New Town Residential and OT – Original Town Residential. All future residential uses are encouraged to accommodate parks, schools, daycare facilities, preschools, churches, and private recreational facilities.

The OT land use includes relatively small lots in the center of Town. These areas are laid out in a grid-like pattern with a density of approximately 6.5 units per acre. This includes the area of Town near Oak and Juniper and 5th and Collins Street. The NT areas have a density of approximately 4.5 units per acre. The SR areas have subdivisions with larger lots sizes at a density of approximately 2.5 units per acre. This currently consists of the Hawkstone subdivision and future SR will be located generally north and east of the existing Town. As shown in **Table 4**, nearly 50% of the future residential will be Suburban Residential.

Table 4 - Residential Water Use Demand Calculations

Land Use Category	Build-out Land Use Acreage (acres)	% of Total Residential
Suburban Residential	1,221	49%
New Town Residential	719	29%
Original Town Residential	574	23%
TOTAL:	**2,514**	

Commercial and Industrial Water Use

Commercial uses include both retail and office businesses. Most of the commercial areas are located along 1st Street on the west side of Highway 85. Newer commercial development will be south of this current area. Industrial uses are located on the east side of Highway 85 near the Union Pacific railroad.

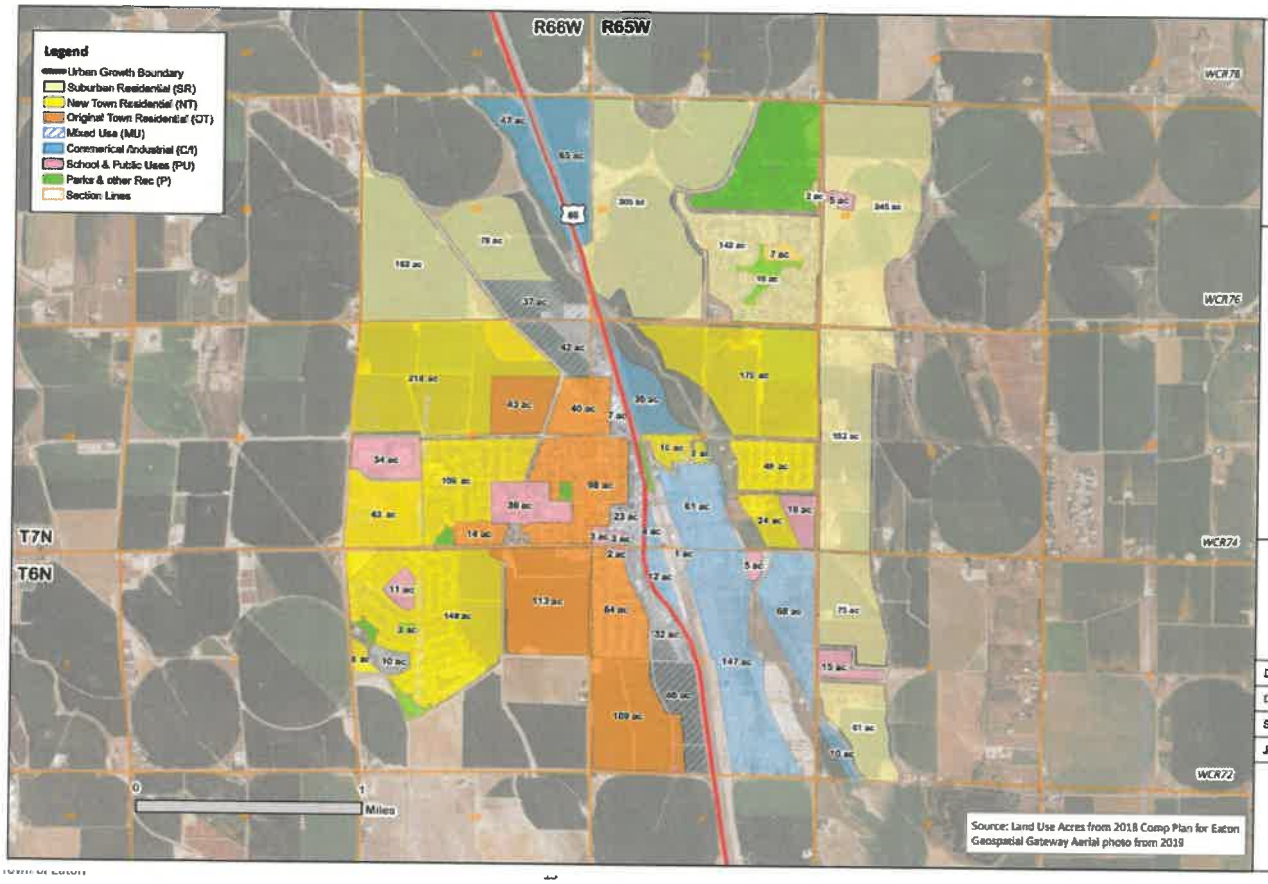


FIGURE 4
Land Use Map from Comp Plan

TOWN OF EATON

Date:	05-01-2022
Drawn By:	KKE
Scale:	As Shown
Job No:	21-130

Commercial and Industrial water use is much more difficult to predict than residential because of the wide range in water use practices for different commercial customers. For example, a restaurant and a bank, although both within the Commercial category, have distinctly different water use patterns. We averaged all the Commercial and Industrial customers together and estimated 0.97 acre-feet per acre for the C/I land use category. This 0.97 acre-feet per acre was multiplied by the total projected 469 acres to get the commercial and industrial water demand at build-out. This equates to 454 acre-feet for the C/I land use category.

Mixed Water Use

Mixed Use includes a combination of residential and commercial in the same area. These are areas of retail, office, service commercial, and public uses mixed with residential uses. The residential uses are typically 6.5 units per acre, but can be as dense as 15 units per acre. These areas are currently in the center of Town and provide the transition between the commercial and residential areas. The overall average of these areas resulted in a water use of 0.97 acre-feet per acre. The build-out acreage for MU is 197 acres, so this equates to a MU demand of 191 acre-feet at full build-out.

Schools and Other Public Uses

The Eaton School District RE-2 includes over 200 square miles encompassing Eaton, Galeton and a portion of unincorporated Weld County. The School District has two elementary schools, a middle school and a high school in Eaton.

Public use areas include schools, parks, churches, and community facilities. Town Hall, Community Center, Library, Police and Fire Stations are part of the PU land use category. The unit water use for this category is 0.32 acre-feet per acre. The future PU land area consists of 194 acres, which is a build-out demand of 62 acre-feet.

Total Potable Water Demand

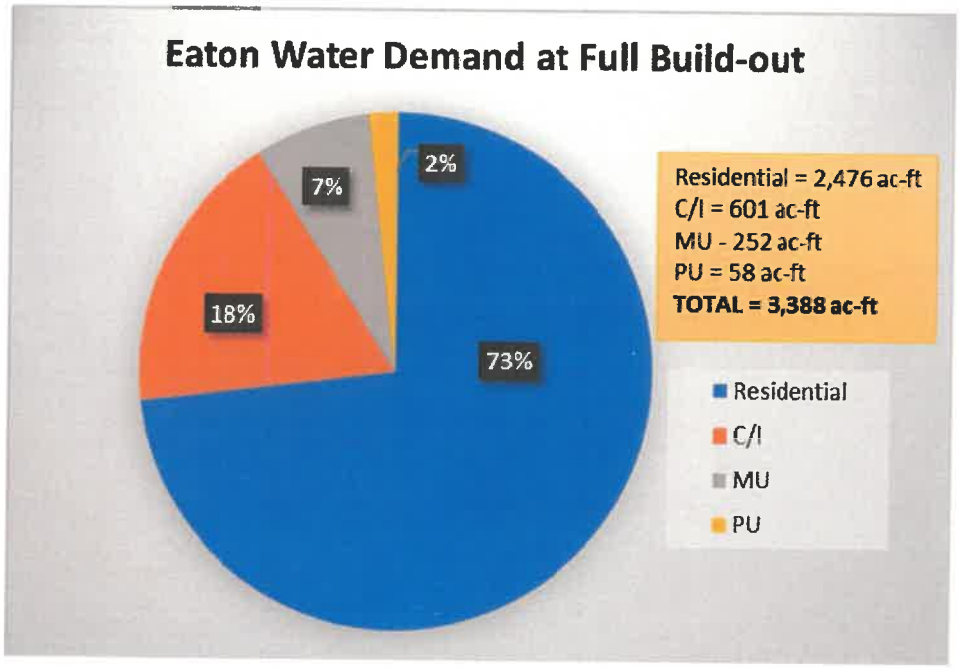
Table 5 is the projected water demand at full build-out. We include a 20% safety factor above the calculated unit water use per land use category in the build-out water demand to be conservative as Eaton is planning for and acquiring water. We also include the 10% loss factor charged by NWCWD. The projected water demand for Eaton is 3,388 acre-feet.

Table 5 - Projected Water Demand at Build-out

Land Use Name	Land Use Category	Full Build-out Land Use Area (acres)	Unit Water Use (ac-ft/ac)	Unit Water Use with 20% Safety Factor (ac-ft/ac)	Unit Water Use with 10% Charge from NWCWD (ac-ft)	Full Build-out Water Use (ac-ft)
Suburban Residential	SR	1,221	0.81	0.97	1.07	1,305
New Town Residential	NT	719	0.62	0.74	0.81	586
Original Town Residential	OT	574	0.77	0.93	1.02	586
Mixed Use	MU	197	0.97	1.16	1.28	252
Commercial/ Industrial	C/I	469	0.97	1.16	1.28	601
Public Uses	PU	194	0.23	0.27	0.30	58
	TOTAL:	**3,374**				**3,388**

Note: 20% safety factor and 10% loss charge from NWCWD is included in build-out water demand.

Figure 5 below shows percent build-out of each land category and water demand.



CHAPTER 4 – CURRENT WATER SUPPLY

The Town of Eaton owns both Colorado-Big Thompson (CBT) units and North Poudre Irrigation Company (NPIC) shares. NPIC owns 40,000 units of CBT which are delivered to its 10,000 shareholders. Each NPIC share has an agricultural component (AG) and a multi-use (MU) component. The MU component is CBT that can be treated and used by municipalities for potable use. Each year NPIC allocates the amount of water associated with the MU component partly based on the CBT quota for that year. Other factors, such as NPIC local storage levels, is considered when setting this allocation. The AG portion of the NPIC share cannot currently be used by the Town, so this water is leased back to farmers annually. Using the NPIC AG component for municipal use in the future would require a change of use in Water Court. **Table 6** below summarizes the CBT and NPIC water that Eaton currently owns.

Table 6 - Current Water Supplies for Eaton

Water Right	No. of Shares/ Units Owned	**Annual Yield per Share** (acre-feet)			**Eaton's Total Annual Yield** (acre-feet)		
		Average	Firm	Planning	Average	Firm	Planning
CBT	1,005	0.7	0.5	0.6	704	503	603
NPIC - MU Component	207.5	2.5	2	2	519	415	415
NPIC - AG Component	207.5	1.75	0.5	-	363	104	-
				CBT Total	**1,222**	**918**	**1,018**

NOTE: NPIC yields were determined from the quotas issued from 2000 to 2022.

Because Eaton can only use the MU component of NPIC, which is CBT, the Town is solely reliant on CBT water as its current water supply. The yield estimates in the table are described in detail in the following sections. It is currently estimated that Eaton's supplies yield 1,018 acre-feet annually.

COLORADO BIG THOMPSON UNITS

CBT System

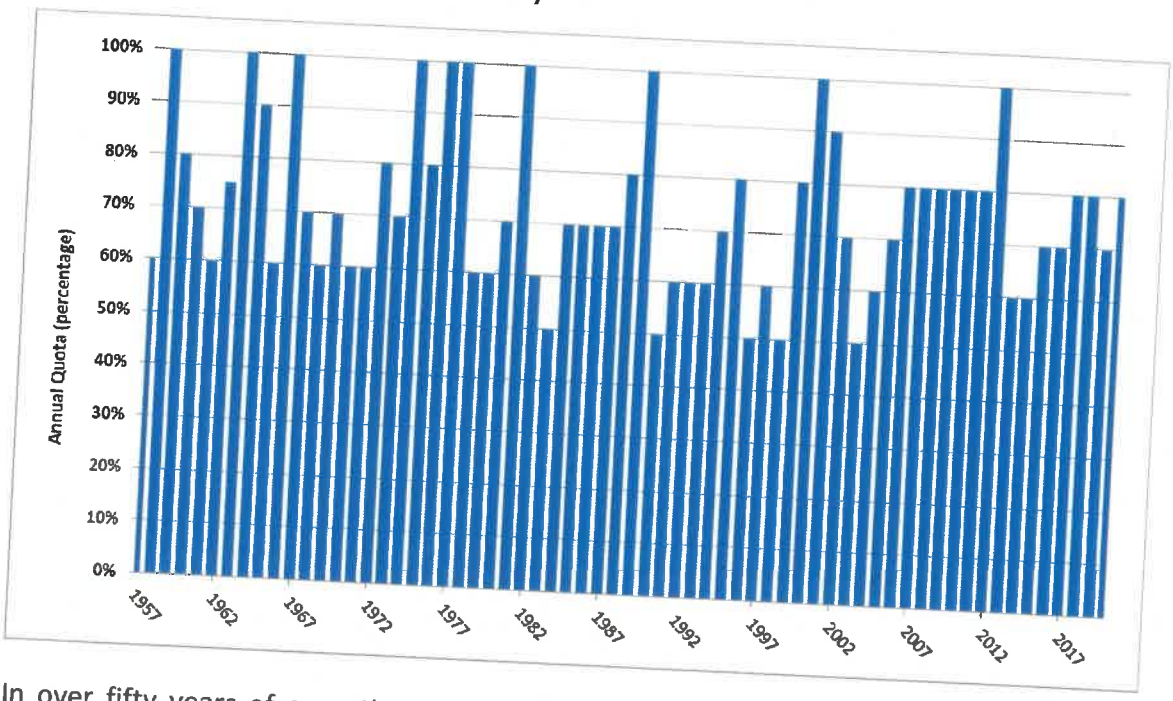
CBT units are considered a reliable water supply even during drought periods. The CBT system diverts and delivers water from the Colorado River on the west side of the Continental Divide to the Big Thompson River east of the Continental Divide. The CBT Project supplies on average over 212,000 acre-feet of water to CBT allottees located within the Northern Colorado Water Conservancy District (Northern Water) boundaries along the Front Range in Northern Colorado. Northern Water manages the system, which is comprised of 12 reservoirs, 35 miles of tunnels, 95 miles of canals, six hydroelectric power plants, and 700 miles of transmission lines. Most of the water supply is snowmelt from Colorado's high elevation Rocky Mountains, which is captured in storage reservoirs on the west side of the Continental Divide and subsequently pumped through the Adams Tunnel under the Continental Divide to provide a supplemental supply to farmers, municipalities and industries on the east side of the Continental Divide.

The system has approximately 740,000 acre-feet of gross storage and consists of 310,000 units. CBT was designed to deliver up to 310,000 acre-feet in any particular year. Northern Water's Board sets an annual quota of water to supplement the water supplies provided by watersheds on the east slope. The quota typically ranges between 50% and 100%. A 70% quota equates to 0.7 acre-feet per CBT unit. A 100% quota provides for the annual delivery of 310,000 acre-feet. Given that CBT has approximately 2.3 times the storage needed to deliver a 100% quota means that CBT is able to allocate sufficient water to protect against multi-year droughts.

Northern Water's Board sets an initial quote in November for the following water year, November 1 through October 31. A supplement quota is usually set in April.

Figure 6 summarizes the annual quota established by the Northern Water Board from 1957-2020.

Figure 6 - Historical CBT Quota (1957-2020)



In over fifty years of operation, the average yield has been 0.73 acre-feet per CBT unit. A generally accepted average value is a 70% quota. The yield has never been less than 0.50 acre-feet per unit (50% quota) or more than 1.0 acre-feet per unit (100% quota). The years 2002 and 2003 were an exception when for the first time in the system's history the quota was set partly based on limited supply. The quota was initial set at 30%, but supplemental quotas increased the yield to 0.5 acre-feet per CBT unit.

CBT Carryover

Northern Water has a defined Annual Carryover Program for CBT Allottees, which allows CBT owners to carry over a portion of their unused CBT units from the previous year to the following year. Although there is a cost associated with the carryover, the program provides some insurances against a drought for those Allottees that choose to participate.

Per Northern Water's Annual Carryover Program Procedures,

The Board and District staff will review the advantages and consequences of the Annual Carryover Program on a continuing basis. While the Board recognizes the Program's benefit to many CBT Allottees, it may modify or discontinue the Annual Carryover Program at any time.

Considering this procedure, a 50% planning quota to determine annual yield would be the most conservative, which is why many water providers use 50%. However, this WSMP is developed with the position that this Carryover Program is much too valuable to the CBT Allottees, and Northern Water will do everything it can to keep the program intact. The calculation of the amount allowed to be carried over is the lesser of the CBT Allottees account balance on October 31 or 20% times the number of CBT units owned, so including a 10% firm carryover is reasonable. The Town's current carryover is 201 acre-feet per year. In **Table 6** above, we use a 60% planning quota. The Town currently owns 1,005 CBT units. Using the 60% quota, this equates to 603 acre-feet per year.

NORTH POUDRE IRRIGATION COMPANY

The NPIC is a mutual ditch company delivering water to its shareholders, which serves over 250,000 people and 23,000 acres of agricultural lands. The system includes 19 reservoirs and approximately 200 miles of canals. Municipal ownership in the NPIC has increased over the years and is currently 75% with the remaining 25% in agricultural uses. The NPIC receives water from two main sources: natural streamflow originating in the Cache la Poudre River and from the Company's ownership of 40,000 CBT units. The Livermore diversion is used to divert NPIC's North Fork water rights into the system and the Munroe Canal is used to divert its Cache la Poudre River water rights, including CBT water. Because the annual yield of NPIC shares is dependent on streamflow originating from snowmelt, the yield is dependent on snowpack and climate conditions similar to CBT units. The ability to store water in reservoirs firms the NPIC water supply. The yield of one share has been as low as 1.0 acre-foot during drought, although it typically yields over 3.0 acre-feet.

Although there are four CBT units per NPIC share, the NPIC allocation is generally less than four times the CBT quota. For example, if the CBT quota is set at 0.7 acre-feet per unit, the NPIC MU portion is not guaranteed at 2.8 acre-feet. When determining the MU allocation, NPIC considers the CBT quota, but also its local system storage levels. We obtained 2000-2022 data to determine the NPIC yields shown in **Table 6**. For this WSMP, we use a NPIC MU allocation of 2.0 acre-feet per share.

The Town currently owns 207.5 NPIC shares. Using the 2.0 acre-feet per share for the NPIC MU component, this equates to 415 acre-feet. Since the NPIC AG component cannot be used for potable use at this time, we do not consider its yield to meet Eaton's future water demand.

NORTHERN INTEGRATED SUPPLY PROJECT

The Northern Integrated Supply Project (NISP) is a regional water supply project for 15 Front Range entities to provide approximately 40,000 acre-feet of water. The project consists of 170,000 acre-feet of storage in proposed Glade Reservoir northwest of Fort Collins and 40,000 acre-feet of storage in proposed Galeton Reservoir, which is east of Ault. The South Platte Water Conservation portion of NISP (Galeton) would construct pipelines to divert water from the South Platte River to fill Galeton Reservoir. Water would be subsequently released from Galeton Reservoir to Larimer and Weld Irrigation Company and New Cache la Poudre Irrigating Company to satisfy the shareholders lower in these two systems. Because the Larimer and Weld and New Cache systems are so expansive, this arrangement saves a tremendous amount of ditch loss and improves operations for the irrigation companies. In exchange, NISP would divert an equal amount of water into Glade Reservoir.

Northern Water has worked with the NISP participants to conduct several feasibility studies. According to Northern Water staff, approximately 40% of the water on average will be fully consumable and able to be used and reused to extinction. The following table shows the NISP participants and their respective portions of the 40,000 acre-feet. As can be seen in **Table 7**, Eaton is participating in 1,300 acre-feet.

Table 7 - NISP Participants and Requested Yields

	Participants	Requested Yield (acre-feet)
1	Central Weld County Water District	3,500
2	Dacono	1,000
3	Eaton	1,300
4	Erie	6,500
5	Evans	1,600
6	Firestone	1,300
7	Fort Collins-Loveland Water District	3,000
8	Fort Lupton	3,000
9	Fort Morgan	3,600
10	Frederick	2,600
11	Lafayette	1,800
12	Left Hand Water District	4,900
13	Morgan County Water quality	1,300
14	Severance	1,300
15	Windsor	3,300

ADDITIONAL WATER NEED AT BUILD-OUT

The Town's current water rights yield approximately 1,018 acre-feet. The water needed at full build-out is 3,388 acre-feet. This produces an additional water need of 2,370 acre-feet, which is shown in **Table 7**.

Table 8 - Additional Water Need at Build-out

	Yield (acre-feet)
Projected Build-out Water Demand	3,388
Eaton Water Supply	1,018
Shortfall at Build-out	**2,370**

CHAPTER 5 – POTENTIAL NEW SOURCES OF WATER SUPPLY

In evaluating potential new water supplies that Eaton can aquire to meet the water shortfall in **Table 8**, sources are currently limited to what NWCWD can treat and deliver. Thus, any new source proposed would need the ability to be physically diverted into Soldier Canyon Filter Plant. The existing contract states that NWCWD will accept CBT, Windy Gap, NPIC, and any other source acceptable to the NWCWD. Water Supply and Storage Company (WSSC) shares are also listed as a potential source that can be treated by NWCWD. As Eaton acquires water rights beyond this list, the Town should verify the new sources are acceptable to NWCWD.

ADDITIONAL CONSIDERATIONS

NWCWD Limitations

Recently, NWCWD issued a tap moratorium due to the District's inability to treat and deliver the water demand requirements for all of its wholesale purchasers. NWCWD staff has engaged and encouraged the Town of Eaton to look at other sources of treatment and stated the District will not be able to fully meet the delivery capacities outlined in the water service agreement with the Town. NWCWD is in the process of modeling its system and wholesale water demands. The District is early in this process, so the details of how much treatment capacity the District will ultimately be able to provide to Eaton is unknown.

Potential Need for Augmentation Water

The Town utilizes eight different wells to supply non-potable irrigation water throughout Town. The well irrigation includes parks, greenbelts, and open space areas as well as irrigation within subdivisions. Currently, the Town's wells are decreed non-tributary, which means the water pumped and used from the wells do not require augmentation. Augmentation is a one-for-one replacement of water back to the stream system for water that is pumped and used.

As the Town continues to grow, there will likely become a need to drill new wells, which will required to be part of a Water Court approved augmentation plan. Well pumping from future wells within Town will likely deplete Eaton Draw. The Town's WWTP effluent discharges into Eaton Draw. Future sources of water consider the potential need for well augmentation in the future.

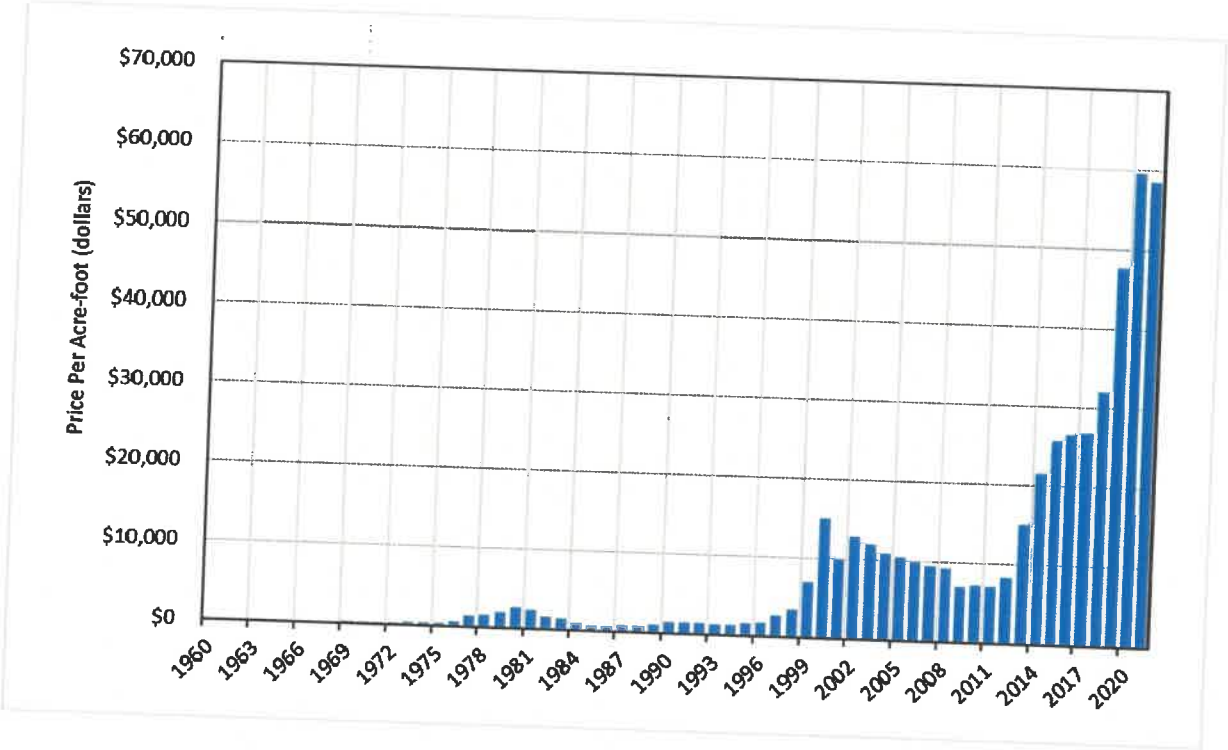
Regional WTP

Eaton is participating in the planning of a new Regional Water Treatment Plant (WTP) with a few other water providers. This Regional WTP may allow for treatment of water sources outside of those NWCWD can treat, although that is uncertain at this time. The potential water supplies discussed in this chapter only consider supplies treatable by NWCWD. Future updates to this WSMP may consider additional sources of supply as progress continues on the Regional WTP.

COLORADO BIG THOMPSON UNITS

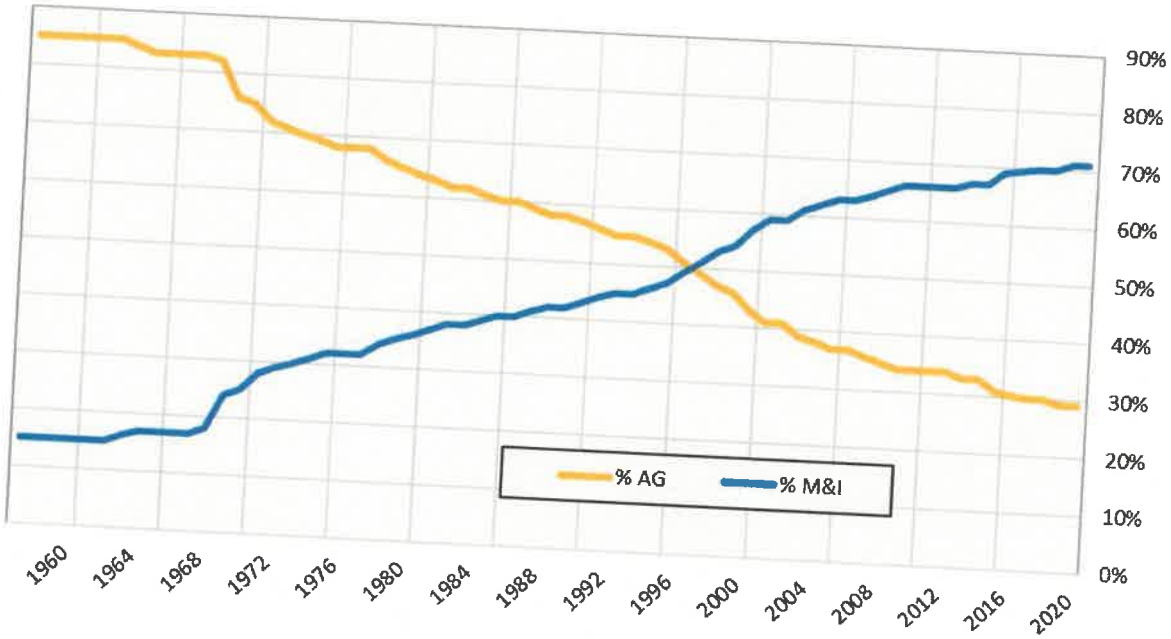
Continuing to acquire more CBT units makes sense as this is already the primary source of water for the Town. CBT is a high quality, reliable source that can be treated by NWCWD. The primary issues with CBT are cost and limited availability. Increasing pressure on water from population growth along the Front Range has driven the price of water up significantly in the last several decades. In 1963, CBT water could be purchased for $35 per unit from farmers that felt they had more water than they could use. Since CBT water is so versatile, the market value of its shares has increased tremendously. The current market price is approximately $60,000 per unit or $120,000 per acre-foot assuming a 50% quota. **Figure 7** shows the price increase of CBT since 1960.

Figure 7 – CBT Price per Acre-foot from 1960-2021



CBT water is in great demand and is converting from agricultural use to municipal/industrial (M&I) use rapidly. In the late 1950's, CBT ownership was 85% agricultural owned and 15% M&I owned. Today the ownership has flipped to being predominantly owned by municipalities with 70% owned by M&I and 30% by agricultural. **Figure 8** shows the CBT ownership transition from agriculture to municipal. Because of this transition, the market for the remaining CBT water has become very competitive. Eaton must be prepared with other sources of water when CBT is no longer available.

Figure 8 - CBT Ownership Transition (1960-2021)



CBT Ownership Limitation

Resolution D-962-02-95 from Northern Water deals with limitations of ownership issues and is summarized below.

For municipalities and domestic water purveyors, the limitation on unit ownership will be calculated and determined as the lesser of the following:

1. *(Demand x 2) – (Average Yield of Native Supplies) = Max. No. of CBT Units Allowed to be Owned*

or

2. *(Demand) – (Firm Yield of Native Water Supplies) = Max. Volume of Firm Yield CBT Water Allowed to be Owned*

   The maximum number of CBT units allowed to be owned shall be determined by dividing the volume of CBT water allowed to be owned by 0.5 for variable-quota contracts and 0.7 for fixed-quota contracts

Demand is based on a ten-year average of per-tap usage times the total number of taps currently supplied and taps committed to supply in the future.

This Resolution was established to preserve the CBT system and prevent speculative purchases of its water. Ownership is limited to the lesser of equations 1 and 2 above. If a water provider is over its ownership limitation, the water provider is "capped" and cannot purchase additional CBT units in the open market. The only way for this water provider to acquire additional CBT is through raw water dedication with new development.

In April 2022, we requested Northern Water to update the Town's CBT cap calculation, which was last completed in 2006. The results of the updated cap calculation show that Eaton is 616 CBT units under its cap. This means Eaton can purchase up to 616 CBT units in the open market.

Advantages

- CBT is a high quality, reliable water source.
- CBT is a widely used and accepted water right that does not require Water Court.
- Due to the high demand for its water and its continuing shrinking availability, CBT continues to go up in value.

Disadvantages

- CBT cannot be used for augmentation.
- CBT has limited availability.

Recommendation

The Town should budget funds annually to actively acquire CBT units as they become available. Eaton is in a great position being 616 CBT units under its cap, so the Town should be acquiring CBT as quickly as feasible.

NORTH POUDRE IRRIGATON COMPANY

The Town uses the MU component of its NPIC water, which is CBT. NPIC MU water is readily treatable by NWCWD. The Town current leases the AG component of its NPIC water as it cannot be used for potable use until a change of use case is pursued in Water Court. No entity has attempted to change the AG component to municipal use. This would be a substantial effort and extremely costly. This change of use could happen in the future, but we would not recommend Eaton to be first in Water Court.

Current cost for an NPIC share is $200,000, which equates to approximately $100,000 per acre-foot of firm yield.

Advantages

- The NPIC MU water has the same advantages listed for CBT above.
- No change case is required to use the MU component.

Disadvantages

- The AG portion of the share cannot be used by the Town without a change of use case.
- The yields for the MU component, although CBT water, are generally less that the CBT quota issued by Northern Water for regular CBT units.

Recommendation

The Town should budget funds and actively acquire NPIC shares as they become available.

WATER SUPPLY AND STORAGE COMPANY

The Water Supply and Storage Company (WSSC), a non-profit Colorado mutual ditch corporation, was founded in 1891 and has 600 shares and approximately 165 shareholders. The municipal shareholder group includes Thornton, Fort Collins, East Larimer County Water District, NWCWD, and Greeley. The remaining shares are owned by farmers. WSSC water has been historically diverted for agricultural uses, principally flood and sprinkler irrigation of 40,000 acres in Northern Colorado.

The Larimer County Ditch delivers water to WSSC shareholders from its headgate on the Cache la Poudre River, typically between mid-May through the first week of September. **8** delineates the WSSC service area as well as the NPIC and Larimer and Weld Irrigation Company (L&W) service areas.

WSSC annually collects, diverts and delivers approximately 56,000 acre-feet of water primarily from direct flow rights in the Cache la Poudre River and two transmountain diversions that include: (1) diversion from the headwaters of the Colorado River in the Kawuneeche Valley of Rocky Mountain National Park via the Grand River Ditch and over the Continental Divide at la Poudre Pass, (2) diversion from the headwaters of the Laramie River via the Rawah Ditch via the Laramie-Poudre Tunnel, and (3) Skyline Ditch, which diverts directly into Chambers Lake. All water diverted from outside the Cache la Poudre River Basin flows either into Long Draw Reservoir or Chambers Lake and then into the Cache la Poudre River.

Because the WSSC system is so expansive, the system is divided into several sectors per the City of Thornton decree. This decree outlines the procedures to replace return flow obligations for entities acquiring and changing the use of these shares from irrigation to municipal use. Shares originating within a particular sector accrue return flows to various defined locations, some of which are not within the same sector.

The municipalities and water districts that currently own WSSC shares continue to pursue more shares. The competition for this water consequently has increased the price. There have been several change of use cases on this system, so some precedence has been set for what these shares will yield. On average, WSSC shares will yield 65 acre-feet per share with a firm yield of 45 acre-feet per share. The current cost of one share is approximately $3M, which equates to $66,667 per acre-foot of firm yield.

If Eaton acquired WSSC water, it would begin generating fully consumable water at its WWTP shown on **Figure 3**. This fully consumable water could potentially be used to replace a portion of the required return flow obligations. The return flow replacements outlined in the Thornton decree are complicated and expand to various ditches and locations along the Cache la Poudre River that Eaton currently could not cover. However, NWCWD has the ability to replace return flows in most WSSC sectors due to their expansive system and return flows from their customer septic systems. An agreement could potentially be reached to have NWCWD replace Eaton's WSSC return flows. However, if NWCWD assumes the cost of changing Eaton's WSSC water and the responsibility of replacing return flow obligations, they will certainly require something in return. The details of a possible arrangement should be investigated further. In addition, the reusable effluent can be used to augment future well pumping depletions from non-potable irrigation within Town.

Advantages

- WSSC is a very good water right in terms of seniority and water quality.
- WSSC is one of the more cost-effective water rights to purchase.
- WSSC shares have a transmountain component that is reusable, which can be used for well augmentation.
- This water right is in high demand, so continues to increase in value.

Disadvantages

- Shares available on the market disappear quickly and can be difficult to find because they are in high demand.
- A change of use case in Water Court is required, which is a long and expensive process.
- Expansive return flow obligations make these shares challenging as it would be difficult for the Town to replace them without an agreement with other parties.

Recommendation

The Town should begin accepting WSSC shares for its raw water dedication on a case-by-case basis and consider purchasing some shares in the open market. This is a high-quality water right with a good firm yield. The primary benefit to WSSC shares is it not only can be used for potable use, but it will also generate reusable effluent credit at the Town's WWTP. The Town could use this reusable water for future augmentation of well pumping for irrigation within Town. If Eaton cannot replace return flows on its own, an agreement should be pursued with NWCWD for a portion of the supply. Due to the complexity of the system and future return flow obligations resulting from a change of use, potential acquisition of WSSC shares should be evaluated on a case-by-case basis.

LARIMER AND WELD IRRIGATION COMPANY

There are two principal components to the L&W System - the Larimer and Weld Irrigation Company and the Larimer and Weld Reservoir Company. The service area for L&W extends from north of Fort Collins east to near the Town of Galeton, as shown on **Figure 9**. The L&W Canal, also known as the Eaton Ditch, is about 65 miles long and has a physical capacity of 1,000 cubic feet per second (cfs). There are approximately 63,500 acres of irrigation under this system. L&W provides direct flow water and storage water to its shareholders under its system. The Town-Boyd Lateral runs through the Town of Eaton and delivers L&W water to lands surrounding the Town.

L&W Reservoir Company owns 60% of the Divide Reservoir and Canal Company, which includes Worster Reservoir, Wilson Ditch and Deadman Ditch. The Wilson Ditch diverts from the Sand Creek Basin into the North Fork of the Cache la Poudre River and is trans-basin water. Worster Reservoir is located on Sheep Creek, a tributary to the North Fork of the Cache la Poudre River. Trans-basin water can be reused to extinction and thus reusable effluent generated by the Town could be used for augmentation.

L&W Reservoir, also known as Terry Lake, has a decreed capacity of 8,094 acre-feet with a refill right of 2,296 acre-feet. The Little Cache la Poudre Irrigation Ditch is on this system and has a right for 82.5 cfs.

The L&W system operates exchanges with other large irrigation and reservoir companies in Water District 3, including NPIC, WSSC, and the New Cache la Poudre Irrigating Company. Due to this fact, L&W is an extremely complicated system and would be extremely difficult to change through Water Court.

Advantages

- L&W is a very good water right in terms of water quality.

- L&W Reservoir has a transmountain component that is reusable.
- Potential to use L&W water for direct irrigation in Town.

Disadvantages

- L&W is a fairly junior right and primarily delivers water from June through August.
- L&W shares have not been changed in Water Court yet, so a change of use case would be difficult and expensive.

Recommendation

The Town should consider accepting L&W shares for water dedication as lands are annexed into Town on a case-by-case basis. The L&W shares could potentially be used to supplement well irrigation or an arrangement could be made with the L&W Irrigation Company to use this water to provide non-potable irrigation. This water right is extremely complicated and will be difficult to change through Water Court for potable use, so the primary focus would be to use the water for non-potable irrigation on lands within Town where the shares originate. There are other water rights that are better suited for Eaton's potable needs at this time.

WINDY GAP

The Windy Gap Project was first proposed in 1967 by the Cities of Boulder, Estes Park, Fort Collins, Greeley, Longmont, and Loveland. Built between 1981 and 1985 and located on the West Slope near Granby, Windy Gap consists of a diversion dam on the Colorado River, a pumping plant and a six-mile pipeline to Lake Granby, the largest storage reservoir in the CBT system.

Windy Gap water is delivered through the CBT system infrastructure, and thus can be delivered to Horsetooth Reservoir and treated at the Soldier Canyon Filter Plant. Windy Gap water is junior to CBT. If Lake Granby physically spills, the Windy Gap account spills first. The proposed Chimney Hollow Reservoir near Carter Lake will be built to provide firming storage for Windy Gap. If it is projected that Lake Granby will spill, water can be moved out of Lake Granby to Chimney Hollow Reservoir prior to this, thus "firming" up the Windy Gap water.

After 18 years of permitting, Chimney Hollow Reservoir commenced construction on April 21, 2021. It is estimated to be completed in four years and will likely start filling in 2025. This 90,000-acre-foot reservoir will provide the firming storage to allow Windy Gap water to be stored that would otherwise be spilled. The overall cost of this project is estimated at $670 million. There are 12 participants in this project that share in this cost.

The true benefit of Windy Gap is that the water is fully consumable and thus can be used and reused to extinction. This means that Eaton can first use the Windy Gap water for municipal use and the portion of the Windy Gap water that returns to Eaton Draw through the Town's WWTP can be captured and reused or left in Eaton Draw and applied to augmentation. When an entity has both CBT and Windy Gap, there are operational strategies that can be utilized to maximize the amount of reusable Windy Gap effluent that is produced at the WWTP.

Similar to CBT, Windy Gap water is sold in units. One unit of Windy Gap equals 100 acre-feet. The cost for one unit of Windy Gap is estimated to be $2.5M. However, currently we believe only unfirmed Windy Gap can be acquired. An unfirmed Windy Gap unit yields approximately 50 acre-feet, so this equals $50,000 per acre-foot.

Advantages

- This water is fully consumable and can be used and reused to extinction.
- Windy Gap is delivered through the CBT system and is a source that NWCWD can treat and deliver to the Town.
- This water does not require a change of use through Water Court.

Disadvantages

- Windy Gap units are spoken for and now that Chimney Hollow construction is underway, participants may not be willing to sell.
- It is likely only un-firmed Windy Gap units will be available.

Recommendation

Windy Gap is a very good alternative for the Town. The water right utilizes the CBT delivery system and can readily be treated by NWCWD. The Town receives a double benefit of this water as it can be used for potable use first, and the reusable component of Windy Gap can be used for other uses such as augmentation. It is uncertain at this time if any of the Windy Gap participants will decrease their level of participation in the project. Platte River Power Authority (PRPA) is the largest participant in Windy Gap. Eaton should meet with PRPA and other Windy Gap participants to see if the Town can purchase any units.

NISP

The Town is participating in 1,300 acre-feet of NISP. The Town is currently paying for this project to be studied and designed, although it will not delivery water for many years. There is a high likelihood that even when this project receives its Record of Decision and ultimately ready to be constructed, lawsuits may delay the project for many more years. Current

estimates project NISP to cost $2 billion for 40,000 acre-feet or approximately $50,000 per acre-foot. This has increased substantially from early estimates of $30,000 per acre-foot. We estimate NISP will ultimately cost $60,000 per acre-foot.

Legend
Eaton Town Boundary
North Poudre Irrigation Company (NPIC)
Water Supply & Storage Co. (WSSC)
Larimer & Weld Reservoir (L&W)
Larimer
Weld
Carr
Buckeye
Hwy 287
Hwy 85
Hwy 14
Hwy 392
Hwy 34
North Poudre
Water Supply & Storage
Larimer & Weld
Town of Eaton
Cache la Poudre River
Galeton
Cornish
Gill
Milliken
Windsor
Greeley
Evans
Lucerne
Nunn
Pierce
Ault
Terry Lake
Horsetooth Reservoir
Masonville
Drake
Loveland
5
Miles
FIGURE 9
Potential Water Supplies
TOWN OF EATON
Date: 05-01-2022
Drawn By: KKE
Scale: As Shown
Job No: 21-130
N

COST OF POTENTIAL SOURCES OF WATER SUPPLY

The cost of the water rights described above are shown in **Table 9**. We provide a cost per firm yield for an apples-to-apples comparison.

Table 9 - Current Cost and Yield of Potential Water Sources for Eaton

Water Supply	No. of Shares/Unit	Cost per share ($)	Average Annual Yield per Share (acre-feet)	Firm Annual Yield per Share (acre-feet)	Cost per Firm Yield ($/acre-feet)
NPIC	10,000	$200,000	2.5	2	$100,000
CBT	310,000	$60,000	0.7	0.5	$120,000
WSSC	600	$3,000,000	65	45	$66,667
Larimer and Weld	118	$200,000	40	20	$10,000
Windy Gap	480	$2,500,000	100	50	$50,000
NISP	40,000 acre-feet		1300		$60,000

Note: Larimer and Weld yield can vary greatly from year to year. Average and firm yields are estimated. Cost of Larimer and Weld shares estimated at $10,000 per acre-foot of firm yield.

CHAPTER 6 – WATER CONSERVATION

A key component in water resource planning includes water conservation, particularly for the arid climate found in the western United States. The precipitation in Colorado can fluctuate drastically from one year to the next. Drought, flooding and fires potentially make delivering potable water a challenge for a water provider. Conserving water is essential when supplies are limited, so it is wise to have water conservation measures in place to reduce the Town's overall water demand when possible.

In 2011 and 2018, Eaton completed a Water Efficiency Plan (WEP) and WEP Update in accordance with the Water Conservation Act of 2004 and to meet the provisions of Colorado Revised Statute 37-60-126. As part of CRS 37-60-126, a State-approved Plan qualifies Eaton for funding from the Colorado Water Conservation Board (CWCB) and the Colorado Water Resources and Power Development Authority for water supply storage and delivery projects. These two organizations have the most favorable rates when it comes to funding for water projects.

The Town's water conservation programs and measures include:

- Regulatory Standards – Eaton has an ordinance making it unlawful to permit waste of water through failure to make prompt repairs to faulty plumbing, through sprinkling or otherwise (Ord. 253 §14, 1961).
    - The ordinance specifically states that sprinkler water running onto a street is legally sufficient evidence of water waste and is unlawful.
- Slow the Flow Program – This program offers homeowners free consultations for in-ground sprinkler systems to improve water savings.
- Website Upgrades – The Town added a webpage with water conservation information and links to ReCen and Colorado WaterWise websites.
- Billing Software Upgrades – Eaton is in the process of upgrades its billing software.
- Billing Statements that Encourage Water Savings – Currently, the Town's water bills include a 12-month accounting of the customer's water usage. Showing previous water usage can encourage efficient water use.
- Leak Detection and Repair - A leak detection company is hired every four years to analyze Eaton's system and pinpoint leaks. Leaks are repaired accordingly.
- Water Rate Study – Eaton completed a Water Rate Study in 2014. Eaton has also updated its cashflow analysis in 2020, and recently obtained a grant to complete a new study.

- Non-Potable Meters – Eaton began installing meters at Governor's Ranch and Aspen Meadows subdivisions. The fee structure is not set up to charge based on water use so the metering system is not operational yet. The Town intends to continue developing meters and a fee system for its non-potable wells.
- Garden in A Box Program – This program provides garden kits with xeric (low water) starter plants to the residents and homeowners' associations.

Eaton's WEP estimates a water savings of 11.5% of the total demand through continued water conservation practice. In this WSMP, we use 5% to be conservative. Any savings beyond the 5% only benefits the Town with its future supplies.

CHAPTER 7 – ADDITIONAL WATER SUPPLIES

As discussed in Chapter 5, the water supply shortage at build-out is approximately 2,370 acre-feet. The Town's participation in the NISP project is 1,300 acre-feet, which will make up half of the water needed to cover that gap. However, it will be quite some time before NISP produces water.

The cost of water rights has steadily risen over time due to increased growth in Northern Colorado and ultimately water providers demand for the water. Despite the heavy price tags of the NISP and Windy Gap projects, the overall cost to Eaton is still reasonable compared to other water rights. Currently, NISP and Windy Gap are projected to cost around $50,000 to $60,000 per acre-foot. Once NISP is constructed, future development can pay the Town back for this water. A readily available supply will make new development easier and encourage growth.

The target water portfolio for the Town is shown in **Table 10** and outlines how future water demand can be met through a variety of different water supplies. This table in based on the following recommendations for the Town:

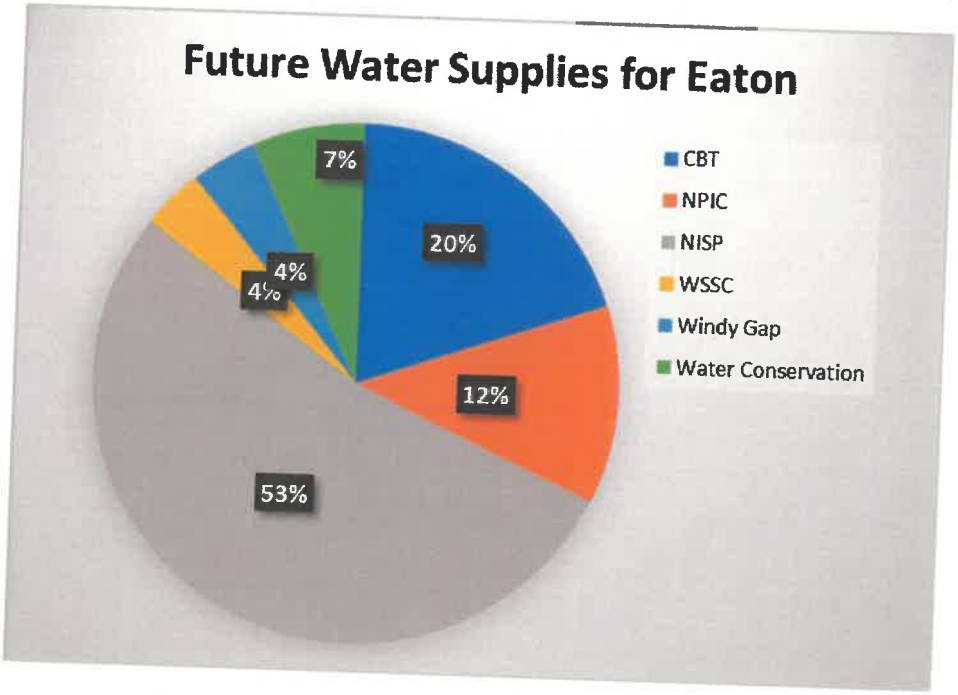
- The Town acquires 800 new CBT units through purchase and raw water dedication. The Town currently can purchase 616 CBT units that are available under the cap.
- The Town purchases NPIC shares to obtain CBT units under the cap.
- The Town continues to participate in 1,300 acre-feet of NISP.
- The Town acquires Windy Gap and/or WSSC through purchase or as raw water dedication of future development.
- The Town continues to make efforts in water conservation to help reduce the future demand needed.

Table 10 - Additional Water Supplies

Water Right	Yield (acre-feet)	Comments
CBT	480	Purchase/acquire 800 additional CBT units
NPIC	300	Purchase/acquire 150 additional NPIC shares
NISP	1,300	Maintain current participation level
WSSC	90	Purchase 2 shares
Windy Gap	100	Purchase 2 units (assuming only unfirmed available)
Water Conservation	170	5% savings of build-out demand
Total	**2,440**	

Figure 10 depicts the percentages of each water source in the future. As can be seen, CBT is still the largest component of the Town's future water supply, but Eaton needs to proactively diversify into other sources.

Figure 10 – Future Water Supplies for Town of Eaton



CHAPTER 8 – CONCLUSIONS AND RECOMMENDATIONS

It is important for the Town Board and staff to have a clear understanding of the direction it will take regarding its water resources and policy. The conclusions and recommendations in this chapter will provide the needed tasks that should be completed for successful implementation of this WSMP. Following is a list of recommendations. The intent of this list is to provide the key decision makers an easy reference point upon which to guide the Town. This chapter should be referenced periodically to ensure the proper steps are taken for successful implementation.

As the Town moves forward with water acquisition, progress should be monitored and future updates to this WSMP will consider changes in water demand and water supply.

1. **Aggressively pursue new CBT and NPIC shares**. We recommend the Town actively acquire CBT units and NPIC shares as they become available. CBT can be purchased since the Town is under its CBT cap as well as continue to be acquired through raw water dedication. The goal is to acquire an additional 800 CBT units and 150 NPIC shares.

2. **Maintain participation in NISP at 1,300 acre-feet**. Although there are many uncertainties with NISP, we believe the project will eventually be constructed. The primary questions are when the water will be available and at what ultimate cost. We recommend the Town maintain its current level of participation.

3. **Acquire Windy Gap and/or WSSC water**. Both Windy Gap and WSSC provide similar benefits to the Town. Both sources provide a double benefit – they can be used first for potable use and generate reusable effluent credits at the Town's WWTP. Of the two sources, Windy Gap is preferred as it costs less per acre-foot and it does not require Water Court to be used. The recommendation is to acquire two Windy Gap units and two WSSC shares. If the Town was able to purchase four Windy Gap units, it would not need to purchase WSSC water. The Town should begin allowing both sources as raw water dedication.

4. **Budget funds to actively acquire new water**. The Town should budget funds to proactively acquire water supplies as opportunities become available.

5. **Budget funds for water conservation**. A key component of Eaton's long-term plan includes water conservation. The Town should continue to invest resources to implement the programs outlined in its Water Efficiency Plan.

6. **Explore CWCB funding**. Because the Town has a State-approved WEP, it qualifies the Town for low-interest loans through CWCB and the Colorado Water Resources and Power Development Authority. These two organizations have the most favorable rates for water and water projects.

7. **Continue communications with NWCWD as the District is modeling and planning how much capacity they will provide to Eaton**. The amount of capacity NWCWD can treat and deliver to Eaton is a key component to Eaton's future supply. It will be important to continue discussions with NWCWD as the District progresses in its efforts to figure this out.

8. **Explore potential agreement with NWCWD to change WSSC shares and replace return flow obligations**. Because the WSSC system is so expansive, the requirements for return flows are quite complex. Eaton should explore an agreement with NWCWD detailing an arrangement if NWCWD were to change Eaton's future WSSC shares along with the District's WSSC ownership through Water Court and replace the return flows obligations.

9. **Continue CBT carryover and rent excess supplies**. The Town should continue participating in the CBT carryover program. The Town should carryover its full entitlement each year to safeguard against an extended drought. If the Town has excess CBT each year, the Town should rent out its surplus CBT supplies to recover the money spent on the carryover. This is a low or no-cost insurance policy for the Town to protect itself from an unforeseen drought.

10. **Continue participation in the planning of the Regional WTP**. It will be important that Eaton continue participating in the planning of the Regional WTP, particularly in light of the uncertainties surrounding NWCWD's ability to provide sufficient capacity. The Town should push for the ability to treat all of its supplies at the Regional WTP, not just NISP.

PUBLIC HEARING

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 20th day of October, 2022.

ATTEST:

TOWN OF EATON, COLORADO

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 17th day of November, 2022.

ATTEST:

TOWN OF EATON, COLORADO

By:_____
Margaret Jane Winter, Town Clerk

By:_____
Scott E. Moser, Mayor

TOWN OF EATON GOVERNMENT

Wesley LaVanchy, Interim Town Administrator
wesley@eatonco.org
Office 970-454-3338
223 1st Street, Eaton, CO 80615

LAND USE HEARING
REQUEST FOR BOT ACTION

Date of Presentation: October 20, 2022

Staff Lead: Vince Harris, AICP

Case Name: 1335 2nd St Rd Variance
Case Address: 1335 2nd Street Road, Eaton, CO 80615
Applicant: Jason Evenson

1. **Purpose:** The purpose of this agenda item is to consider a request for approval of one variance to R-1 zone district dimensional side yard setback standard.

2. **Background:** A concrete foundation for a residential addition and third car garage was recently built (foundation only to date) along the western side of the existing house. The width of the foundation is 4.5 feet away from the property line. The R-1 dimensional side yard setback standard requires 5 feet. The applicant requests a variance of 0.5 feet (6 inches).

3. **Staff Recommendation:** Staff recommends getting additional information and testimony from the Property owner at the public hearing and if the Board finds the variance is warranted (based on the staff Findings) to use the APPROVAL Resolution, and if the Board finds the variance is not warranted (based on the staff Findings) to use the DENIAL Resolution.

4. **Board of Trustees Action Required:** Approve, Deny, or Continue the case to a future date.

5. **Enclosures**
   a. Staff Memo and application submittal packet
   b. Resolution for Approval; Resolution for Denial

TOWN OF EATON
BOARD OF TRUSTEES PUBLIC HEARING

Date prepared: 10/11/2022
Meeting Date: 10/20/2022

STAFF REPORT

Project Name:	1335 2nd St Rd Variance
Project Address:	1335 2nd St Rd, Eaton, CO 80615
Applicants:	Jason Evenson
Current Zoning:	R-1 Single-Family Residential
Prepared by:	Lauren Richardson- Baseline Corporation
Approved by:	Vince Harris, AICP - Baseline Corporation
Reviewed by:	Wesley LaVanchy - Interim Town Administrator

BACKGROUND

Figure 1- Vicinity Map

Jason Evenson has submitted a request for approval of a variance on the property located at 1335 2nd Street Road, Eaton, CO 80615. The subject property is 83.86 feet wide and 120 feet long, with a total size of 0.231 acres in size. A concrete foundation for a residential addition was recently built along the western side of the existing house. This foundation is 33 feet long and 10.8 feet wide, making the setback from the property line only 4.5 feet. The applicant is asking for a variance of six (6) inches from the R-1 side yard setback of 5 feet to the western property line.

The property owner applied for a Residential Addition Permit in May 2022. During the foundation inspection phase, completed on July 5, 2022, by Jon Gesick with ProCode, the foundation forms were found to be close to the property line, so ProCode staff requested a verification of the property line location in relation to the foundation wall. The property owner had their surveyor create an as-built site plan which shows the existing condition of a 4 ft 6 inches side setback to the property line. The Site Plan provided with the original building permit submittal shows a 5.31-foot side setback, which does not

match what was constructed. The contractor/property owner may not have placed the foundation forms in the original expected location. (see Figure 2 below)

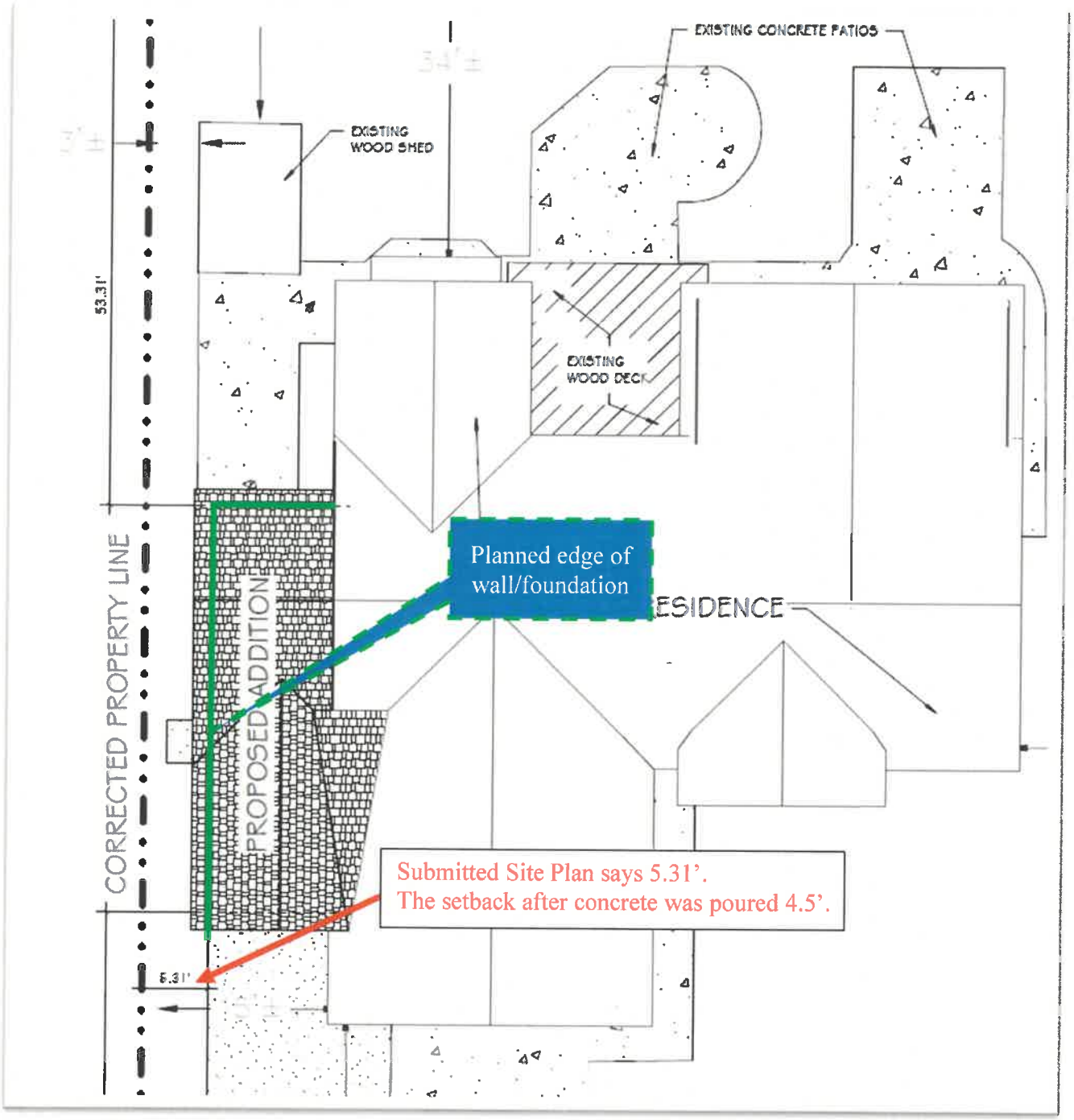


Figure 2- Site Plan Submitted to Building Dept.

Staff then requested that they have a surveyor certify the setbacks. Staff let the contractor and owner know that pouring the foundation in the forms would be at their own risk and that if the foundation did

not meet the setback requirement, then they may have to tear it out and repour. The decision was made by the contractor and property owner to move forward and pour the foundation. The requested setback certification, completed on July 22, 2022, by King Surveyors, found that the newly poured concrete foundation encroached into the side setback by 6" (Figure 3).

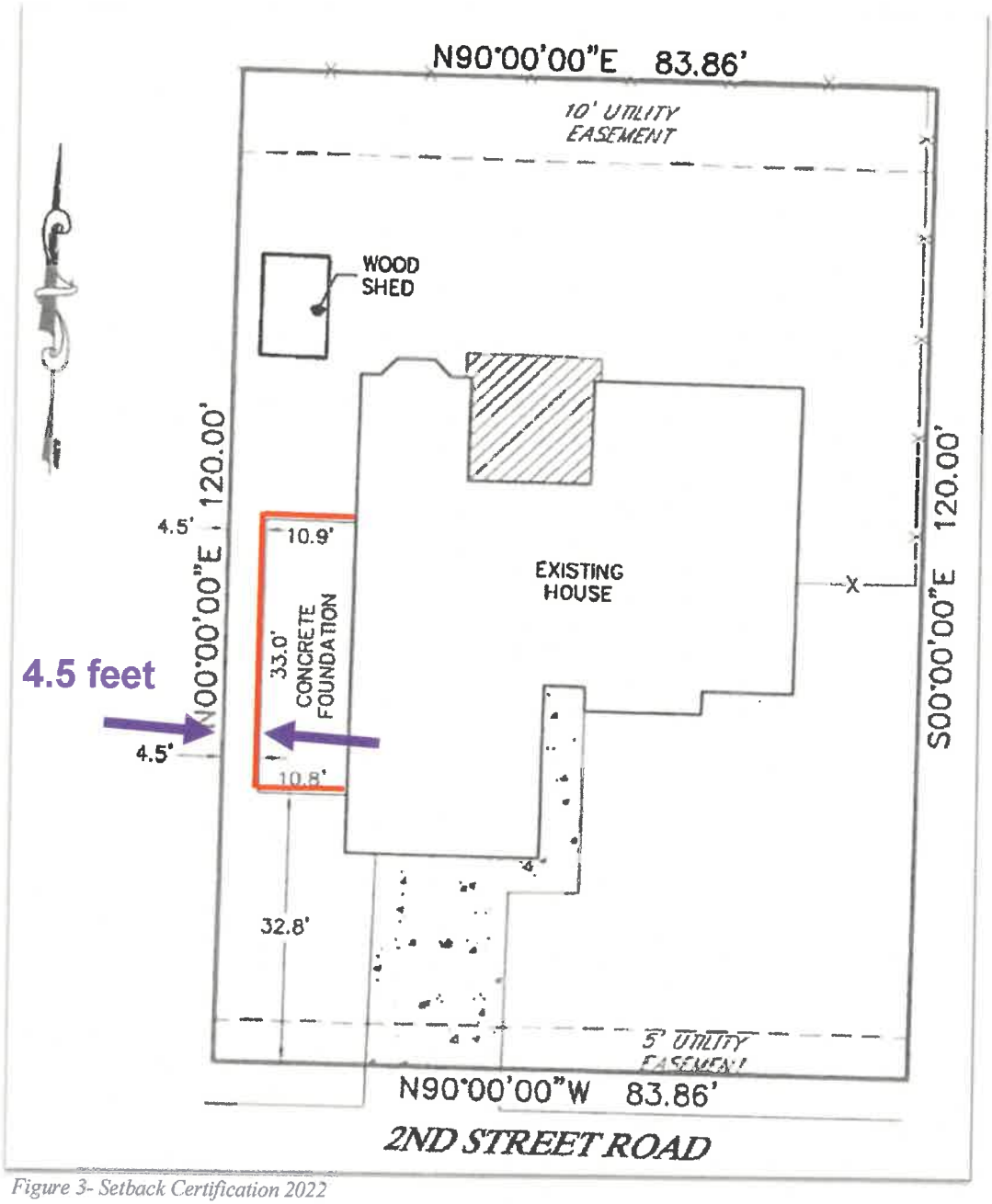


Figure 3- Setback Certification 2022

The property owner was notified that the setback does not meet the 5-foot side yard setback requirement. The property owner discussed options with Town staff and applied for a Variance on

September 9, 2022. A hold was placed on the Residential Addition Permit on July 26, 2022, due to issues with the setbacks.

Figure 4-Existing Conditions - Photo taken by Staff

VARIANCE REQUEST

It is the desire of the applicant to request approval of a variance from the side yard setback requirement for the R-1 zone district.

1. The minimum side yard setback is 5 feet. (Sec. 7-2-17.d) = variance of 0.5 feet or 6 inches.

APPLICATION

Staff met with the applicant to discuss their request before submitting it as a formal application. The owner is seeking a variance from R-1 dimensional side yard setback standard of 5 feet. Staff communicated to the applicant that with his desired outcome of not having to demolish the poured

foundation - a variance approval from the Board of Trustees would be necessary. Variance regulations used to review this application are found in Section 7-2-43 of the Eaton Town Code.

The process for a variance application includes Town Staff reviewing the zoning and variance regulations and the information/evidence submitted by the applicant related to the variance request. Staff then writes a staff report prepared for the Board of Trustees review and ultimately a decision. The Board of Trustees is the governing body that either approves or denies the variance request. Staff provides an evaluation and recommendation to the Board of Trustees. This application is hereby forwarded to the Eaton Board of Trustees for their October 20, 2022, agenda for review of the variance application for a decision.

This variance application was submitted to the Town on September 16, 2022. According to Eaton Town Code, applicants must present their explanation of their" hardship" as to why their property should be exempt from, in this case, the R-1 zoning setback standard based on using the variance review criteria. The applicant's response was submitted to the Town in the form of a cover letter and sketch exhibits (both attached to this Staff Report). Town staff then reviewed the application for completeness and sent out a referral request to Town and outside agencies. Agencies included in the referral request included ProCode (Town Building Department), Northern Engineering (Town Engineering), Eaton Fire District, the, as well as Baseline Corporation, being the Town Planner.

Per Eaton Town Code Section 7-2-43, a public notice sign was posted on the Property on October 10, 2022 (Figure 5). The posting date satisfied the code requirement of at least ten days before a public hearing. Town staff also sent a public notice to the local newspaper published in the North Weld Herald on September 29, 2022.

A copy of Section 7-2-43, the Variance section of the Zoning regulations, is included at the end of this staff report for reference to the process, regulations, and criteria used.

Figure 5- Sign Posting 10/10/22

STAFF ANALYSIS

As you will see in the following staff analysis, staff finds that the proposed variance request does not conform completely with the Eaton Municipal Code variance criteria as explained for each criterion. It will be up to the Town Board, after reviewing the staff report and after hearing any testimony at the hearing, to decide if the variance request is to be approved or not.

APPROVAL CRITERIA

Section 7-2-43.f. **Findings required**. The Town Board shall make the following findings before granting a variance:

(1) The relationship of the requested variance to other existing or potential uses and structures in the vicinity;

Staff Findings: The recently poured concrete foundation currently sits four feet and six inches away from the property line. The use directly adjacent to the west of the property line on the neighbors' property is a concrete surface and is an RV parking pad, which is approximately 22-25 feet wide, which also coincides as the side yard for the existing neighbor's house. The encroachment of the six inches probably does not significantly affect the adjacent next-door neighbor with an impact of the additional 6-inch encroachment towards the property line.

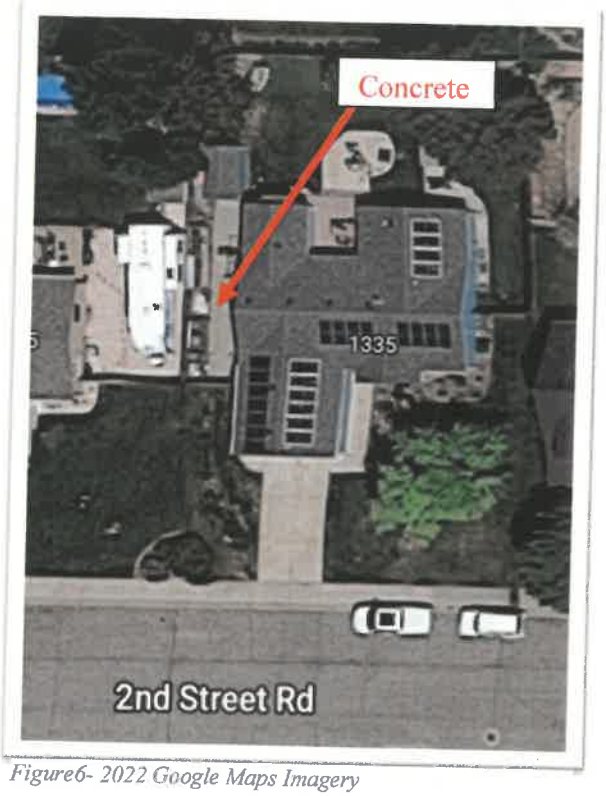


Figure6- 2022 Google Maps Imagery

Figure 7-Photo taken by Staff (Red line indicates property line)

(2) The degree to which relief from the strict or literal interpretation and enforcement of a specified regulation is necessary to achieve compatibility and uniformity of treatment among sites in the vicinity, or to attain the objectives of the Chapter without grant of special privilege;

Staff Findings: Relief from strict or literal interpretation and enforcement of a specified regulation is not necessary to achieve compatibility and uniformity of treatment among sites in the vicinity. Surrounding sites, to the best of our knowledge, do not encroach into R-1 zone district 5-foot side yard setback areas. Staff does know that there are many older properties in Town that do have less than 5-foot side setbacks (most commonly in the old/original Eaton Subdivision that would be considered non-conforming), so the most extreme strict interpretation would be to not approve the variance which would necessitate demolition of the foundation and concrete work and to start over with the project on the property owners' decision to build 6 inches narrower.

(3) The effect of the requested variance on light and air, distribution of population, transportation and traffic facilities, public facilities and utilities and public safety;

Staff Findings: Staff finds the requested variances will not negatively affect light and air, distribution of population, transportation and traffic facilities, public facilities and utilities and public safety. No specific danger or safety hazard is created if the structure is allowed 6 inches closer than the 5 foot setback requirement.

(4) Such other factors and criteria as the Town Board deems applicable to the proposed variance; and

Staff Findings: Additional criteria (such as the building code requirements) will need to be followed if this variance request is granted. The Board of Trustees will need to decide on approval (with or without conditions) or denial at the public hearing on October 20, 2022. All other zoning and building regulations, including water and sewer requirements in the Town Code, will need to be followed and addressed if the project moves forward, whether the variance request is approved by the Town Board or if denied. If denied, then the property owner needs to begin a reconstruction project to meet zoning code regulations.

(5) Hardship on the applicant.

Staff Findings: Per Section 7-2-43.a of the Eaton Town Code, cost or inconvenience to the applicant of strict or literal compliance with a regulation shall not be a reason for granting a variance. There are still several unclear items related to the construction. Why and how did the forms for the foundation get placed 'too close' to the property line to the west, and then concrete was added in the forms, which now provides a 6-inch offset from the expected 5-foot setback? Regardless, now it is the time to decide if the variance is warranted or not.

Staff will be available at the Board of Trustees meeting to answer any posed questions, as well as the applicant/property owner.

TOWN BOARD DETERMINATIONS

Section 7-2-43.h.

(1) That the granting of the variance will not constitute a grant of special privilege inconsistent with the limitations on other properties classified in the same district;

Staff Finding: Staff finds that if the variance is granted, the variance request may constitute a grant of special privilege. Even though a variance would be approved, the negative impact on the community and, specifically, the neighbor to the west will have negligible impact(s). This Finding can be interpreted either in the positive; or the negative.

(2) That the granting of the variance will not be detrimental to the public health, safety or welfare, or materially injurious to properties or improvements in the vicinity;

Staff Finding: Staff finds that if the variance is granted, the variance will not be detrimental to public health, safety or welfare or materially injurious to properties or improvements in the vicinity. This Finding can be interpreted in the negative – there will be no detrimental long-term safety concern with this proposed variance.

(3) That the variance is warranted for one (1) or more of the following reasons:

a. The strict, literal interpretation and enforcement of the specified regulation would result in practical difficulty or unnecessary physical hardship inconsistent with the objective of this Chapter;

b. There are exceptional or extraordinary circumstances of conditions applicable to the site of the variance that do not apply generally to other properties in the same zone; and/or

c. The strict or literal interpretation and enforcement of the specified regulation would deprive the applicant of privileges enjoyed by the owners of other properties in the same district.

Staff Finding: Staff suggests this Finding leads to a point that compliance is very possible. However, it will definitely be at a sizable cost to do so. Staff does not endorse that regulations ought to be relieved just to allow compliance with a variance approval because of cost. This Finding can be interpreted either in the positive; or the negative. Even if the variance is approved, staff sees the amount of encroachment is essentially minimal and the general public could hardly ever notice a 6-inch difference in this location.

PROPOSED CONDITIONS

Based on the analysis, staff offers the following potential conditions of approval (only for a Resolution of Approval) for consideration by the Board of Trustees and recommends that the applicant further detail the reason for the placement of the foundation forms and the decision to allow concrete to be poured before having the survey completed to locate the property line. A Resolution for Denial would not need any of the conditions.

Conditions for only an Approval:

1. The applicant shall follow all other R-1 zoning requirements.

2. Per 2018 IRC, Sec R302.1 and T302.1 exterior walls and eaves within 5 feet of a property line must be protected by a 1 hr. fire-resistance-rated assembly. Protection must be provided from inside and exterior wall.

RECOMMENDATION

Staff recommends getting the additional information and testimony from the Property owner at the public hearing, and if the Board finds the variance is warranted (based on the Findings above) to use the APPROVAL Resolution, and if the Board finds the variance is not warranted (based on the Findings above) to use the DENIAL Resolution.

Attachments:

1. Two Resolutions for consideration by the Town Board
2. Full Formal Application
3. Zoning Code Section 7-2-43 - Variances

Cover letter must include explanation as to how your request 'meets' the criteria that the Board is to use to review the variance application. See Section 17-2-43 (f) and (h).

TOWN OF EATON
LAND DEVELOPMENT APPLICATION – SUBMITTAL REQUIREMENTS

223 1ST Street, Eaton, CO 80615 • (970) 454-3338 • Fax (970) 454-3339 • www.colorado.gov/townofeaton

Project Name:	Applicant:	Date:
22EAT-00164	Jason Evenson	09-13-2022

APPLICATION TYPE

☐ Rezone	☐ Annexation	☐ Special Review Use
☐ Planned Unit Development (PUD)	☐ Disconnection	☐ Temporary Use
☐ Subdivision – Preliminary Plat	☐ Vacation of Right-of-Way	☐ Nonconforming Use
☐ Subdivision – Final Plat	☒ Variance	☐ Oil and Gas Drilling
☐ Site Plan		

REQUIRED SUBMITTAL ITEMS (to be filled out by staff)

✓ 1) Land Development Application Form: A fully completed and executed application on the form provided by The Town of Eaton

✓ 2) Cover Letter/Narrative: The cover letter must provide a clear and concise description of the proposal

✓ 3) Vicinity Map: Project location and context

✓ 4) Proof of Ownership: A copy of recorded deed(s) reflecting current ownership. If there is a mortgage on the property, a copy of recorded deed(s) of trust/mortgages to any and all lending agencies and any and all liens of record are also required

~~✓ 5) Proof of Clear Title: Title commitment or title policy~~ guaranteeing clear title, including legible copies of any reported documents referenced by book and page or reception number, dated no earlier than three (3) months prior to the date this application is submitted

✓ 6) Written legal description of property boundary

~~✓ 7) Explanation of Water and Sewer Sources~~

~~✓ 8) Explanation of Access and/or Copy of Access Permit~~

✓ 9) Signed Developer Cost Reimbursement Agreement as provided by the Town

✓ 10) Payment of deposit in the amount of $ 1,000.

☐ 11) List and map of property owners and addresses in accordance with public notice requirements

☐ 12) Planned Unit Development (PUD) Graphic Exhibit

☐ 13) Annexation Plat

☐ 14) Rezone Graphic Exhibit

☐ 15) Concept Plan

☐ 16) Preliminary Plat

☐ 17) Final Plat

☐ 18) Right-of-Way Vacation Exhibit

☒ 19) Survey of the property showing property dimensions, existing structures, adjacent roadways, existing easements, etc.

☒ 20) Site Plan

☐ 21) Preliminary Drainage Report and Plan OR Drainage Letter

☐ 22) Final Drainage Report and Plan OR Drainage Letter

☐ 23) Floodplain Report (if property is within mapped flood hazard area)

☐ 24) Geologic Report

☐ 25) Grading and Erosion Control Plan

☐ 26) Civil Construction Plans for on site improvements

☐ 27) Preliminary Plans for public improvements

☐ 28) Final Plans for public improvements

☐ 29) Quantities and cost estimates for public improvements (Engineer's Estimate)

☐ 30) Traffic Analysis (fewer than 1,000 VPD) or Traffic Study (greater than 1,000 VPD and must be prepared by a Professional Engineer)

☐ 31) Utility Report and/or Plan

☐ 32) Landscape Plan

☐ 33) Building Elevations

☐ 34) Development Agreement (prepared by the Town)

☐ 35) Certification of notice from property owner to mineral estate owners of record pursuant to CRS 24.6.55-103, within 30 days before hearing, if lot lines are changed or created

☐ 36) Other _____.

Note: All surveys, plats, and plans to be scaled and dimensioned.

TOWN OF EATON
LAND DEVELOPMENT APPLICATION

223 1ST Street, Eaton, CO 80615 • (970) 454-3338 • Fax (970) 454-3339 • www.colorado.gov/townofeaton

COMPLETE ALL BOXES

Applicant Name: Jason Evenson	Applicant Address & Zip Code: 1335 2nd Street Rd., Eaton, CO, 80615
Applicant Phone: (970) 556-5337	Applicant Email: jason.evenson2@gmail.com
Property Owner Name: Jason Evenson	Property Owner Address & Zip Code: 1335 2nd Street Rd., Eaton, CO, 80615
Property Owner Phone: (970) 556-5337	Property Owner Email: jason.evenson2@gmail.com
Project Name: 22EAT-00164	Project Description: Residentail Addition 6 inches within setback
Project Address/Location: 1335 2nd Street Rd., Eaton, CO, 80615	Project Parcel Number: 070736310012
Subdivision/Lot/Block: CENTENNIAL SUB/12/5	Section/Township/Range: 36/07/66
Existing Zoning: Residential CENTENNIAL SUB	Proposed Zoning: Residential
Existing Use: Residential	Proposed Use: Residential

APPLICATION AGREEMENT:

I, as the applicant, hereby certify that I believe to the best of my knowledge that all information supplied with this application is true and accurate and that consent of the property owner listed above, without which the requested action cannot lawfully be accomplished, has been granted. Permission is also hereby granted to the Town of Eaton staff and their consultants to physically enter upon and inspect the subject property and take photographs as necessary for preparation of the case. In addition, by signing this application I am agreeing that I am authorized to sign on behalf of the property owner, or business-owner, or applicant and commit and agree to signing a Developer Cost Reimbursement Agreement and deposit with the Town the sum of $ 1,000 to be used to pay the Town's expenses to review, evaluate and process the Application ("Deposit"), which funds may be used to pay the cost of third-party consultants plus fifteen percent (15%) of such actual costs for Town staff administrative costs and supplies. I agree that I am not acquiring any rights by virtue of the payment of the Town's expenses. I also understand that Land Use approvals do not entitle, nor grant building permits. Building permits are required in addition to and after land use approval and prior to site improvements including but not limited to grading, earth work, or construction of utilities or buildings.

Applicant's Signature: [signature] Date: 9/14/22

$1,000.00 Receipt #146090
PAID 9/14/22

RE: Variance request for 22EAT-00164 09/13/2022

To whom it may concern,

We respectfully request a variance for the minor infringement of less than one foot into the zoning setback on the West edge of our property.

The initial survey of the property boundaries only found three of the four property pins. The existing East fence sits 6 to 12 inches inside the property line and the west boundary indicated a +/- variation on the west of the property map. To facilitate a useable third car garage space we designed the project tightly to the assumption that both fences would have been set approximately the same, which was a faulty assumption. Redesign of the project to conform to the exact setback eliminates too much width to creat a useable third car garage.

Pursuant to Section 7-2-43 (f)

1) The request has been discussed and is supported by the adjoining property owner, and does not create any additional violations or complications with their property or structures.
2) The majority of the infringement will be below grade (the footer of the structure) and above the normal vehicle heights (the eves and gutters), the walls will will only be inches inside the strict boundary line. Other avenues were explored, such as purchase of property from the adjoining property, demolition and reconstruction of the project. The parties involved prefer a variance.
3) There will be no measurable effect on the elements in this item (light, air, population, transportation, traffic or public facilities). The utility easement is not infringed.
4) Please advise if there are other factors the Town Board or consultant would like addressed.
5) Demolition, redesign, and reconstruction would run between $15,000 and $20,000, additionally months of project delay as we move into the winter weather.

Pursuant to Section 7-2-43 (h)

1) Minor variances should be considered for residents in good standing and cooperation with their neighbors.
2) If granted the project would fulfill all the requirements to meet the fire codes and building codes within the requirements of building inside the setback Additionally we've discussed the issue with Chris and Brittany Turnbull, the owners of the property sharing the property line in question. They support the granting of a variance and would be glad to attend the public hearing on the matter to show their support.
3) (a) both property owners have vehicle size gates allowing access to the utility easements in the middle of the block. The existing space between the new structure and the existing structures to the West are substantially larger than the minimums for visual building density and spacing. The need to strictly enforce the exact distance is a hardship that is mitigated by the other site conditions listed above.

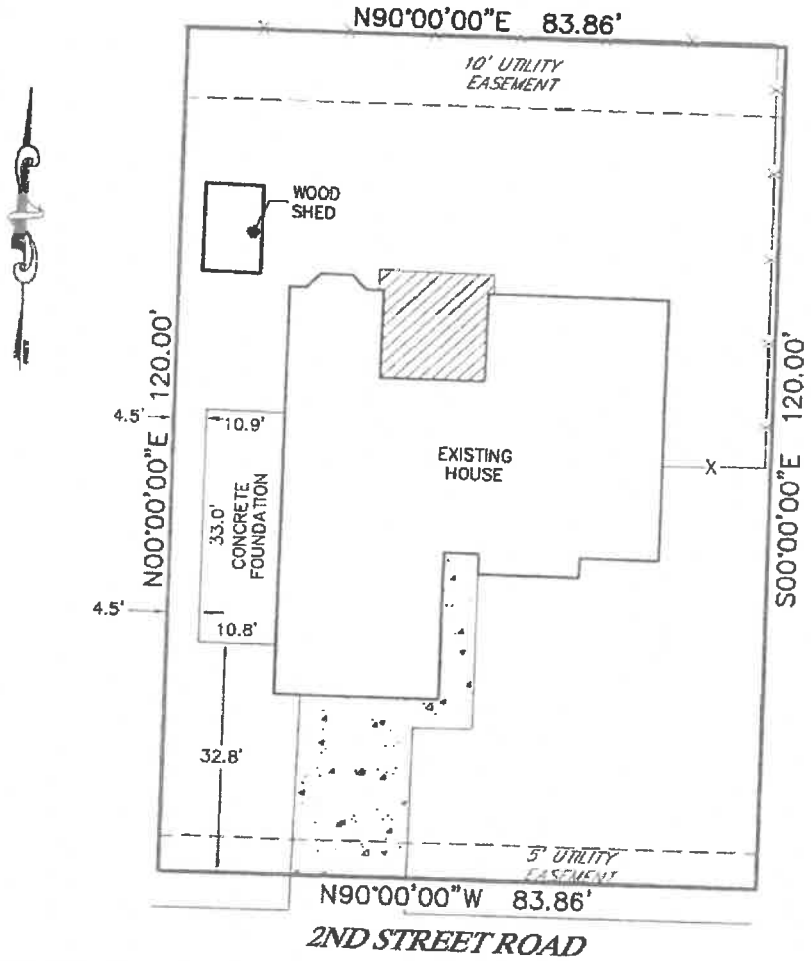
Respectfully,
Jason and Karen Evenson, Owners

SETBACK CERTIFICATION

LOT 12 BLOCK 5 SUBDIVISION CENTENNIAL

COUNTY OF WELD STATE OF COLORADO

ADDRESS 1335 2ND STREET, EATON



I, CHRISTOPHER DEPAULIS, A DULY LICENSED LAND SURVEYOR IN THE STATE OF COLORADO DO HEREBY STATE THAT THE DIMENSIONS SHOWN HEREON WERE DETERMINED FROM THE RESULTS OF AN ACTUAL FIELD SURVEY MADE BY ME OR UNDER MY SUPERVISION ON 7/19/2022 AND THE INFORMATION SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY BELIEF AND KNOWLEDGE.

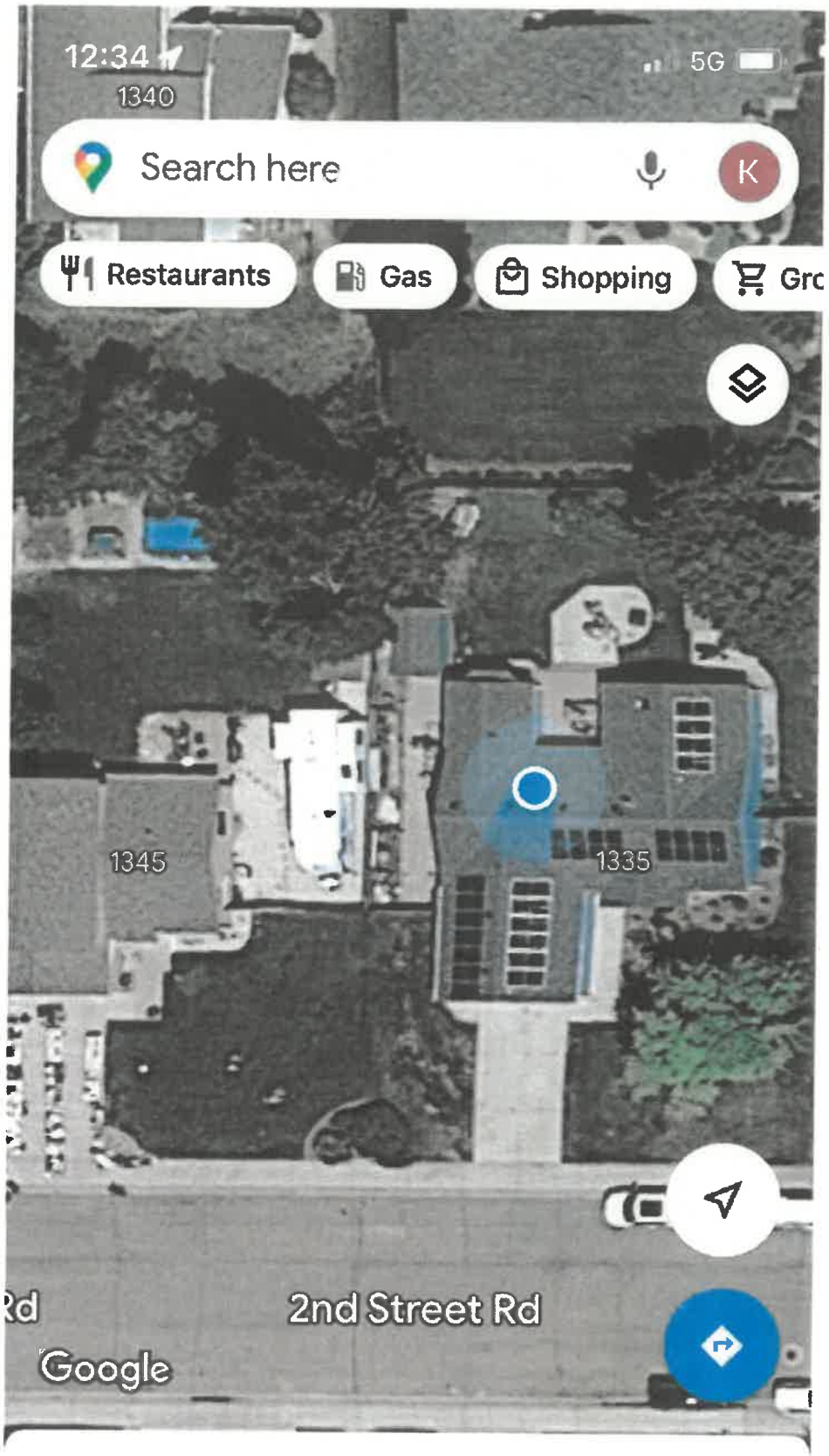
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR CHRISTOPHER A. DEPAULIS 38105 07/22/2022

CHRISTOPHER DEPAULIS
LS 38105

DATE

KING SURVEYORS
650 E. Garden Drive | Windsor, Colorado 80550
phone: (970) 686-5011 | fax: (970) 686-5821
www.contact@kingsurveyors.com

DRAWN BY: RDS
SCALE: 1"=20'
DATE: 7/22/2022
JOB NO. 20220391
CLIENT: EVENSON



Latest in the area

Explore Go Saved Contribute Updates

4726704 06/17/2021 10:52 AM
Total Pages: 16 Rec Fee: $88.00
Carly Koppes - Clerk and Recorder, Weld County , CO

After recording please return to:
GUILD MORTGAGE COMPANY LLC - ATTN: DMD

5887 COPLEY DRIVE
SAN DIEGO, CA 92111

F0711471

FNTC

[Space Above This Line For Recording Data]

Loan No.: 696-3001133
MIN: 100019969630011339

DEED OF TRUST

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) **"Security Instrument"** means this document, which is dated **June 3, 2021**, together with all Riders to this document.

B) **"Borrower"** is **JASON P. EVENSON AND KAREN A. EVENSON, HUSBAND AND WIFE.** Borrower is the trustor under this Security Instrument.

(C) **"Lender"** is **GUILD MORTGAGE COMPANY LLC, A CALIFORNIA LIMITED LIABILITY COMPANY.** Lender is a **limited liability company** organized and existing under the laws of **CALIFORNIA.** Lender's address is **5887 COPLEY DRIVE, SAN DIEGO, CA 92111.**

(D) **"Trustee"** is the Public Trustee of **WELD** County, Colorado.

(E) **"MERS"** is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the beneficiary under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of **P.O. Box 2026, Flint, MI 48501-2026**, tel. (888) 679-MERS.

(F) **"Note"** means the promissory note signed by Borrower and dated **June 3, 2021.** The Note states that Borrower owes Lender **Two Hundred Seventy Six Thousand and 00/100ths** Dollars (U.S. **$276,000.00**) plus

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interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **July 1, 2051.**

(G) **"Property"** means the property that is described below under the heading "Transfer of Rights in the Property."

(H) **"Loan"** means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) **"Riders"** means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- ☐ Adjustable Rate Rider
- ☐ Balloon Rider
- ☐ 1-4 Family Rider
- ☐ Other(s) [specify]
- ☐ Condominium Rider
- ☐ Planned Unit Development Rider
- ☐ Revocable Trust Rider
- ☐ Second Home Rider
- ☐ Biweekly Payment Rider

(J) **"Applicable Law"** means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) **"Community Association Dues, Fees, and Assessments"** means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) **"Electronic Funds Transfer"** means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) **"Escrow Items"** means those items that are described in Section 3.

(N) **"Miscellaneous Proceeds"** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) **"Mortgage Insurance"** means insurance protecting Lender against the nonpayment of, or default on, the Loan.

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(P) **"Periodic Payment"** means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) **"RESPA"** means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) **"Successor in Interest of Borrower"** means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as a nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower, in consideration of the debt and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

County of **WELD**
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

LOT 12, BLOCK 5, CENTENNIAL SUBDIVISION, TO THE TOWN OF EATON, COUNTY OF WELD, STATE OF COLORADO. APN: R0177694

which currently has the address of **1335 2ND STREET RD**
[Street]
EATON, Colorado **80615** **("Property Address"):**
[City] [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's

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successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record and liens for taxes for the current year not yet due and payable.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

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If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds,

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Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount

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of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in

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writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

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If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has – if any – with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may

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include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has

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occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's

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acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of:

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(a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period, which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental

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protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Lender shall mail a copy of the notice to Borrower as provided in Section 15. Trustee shall record a copy of the notice in the county in which the Property is located. Trustee shall publish a notice of sale for the time and in the manner provided by Applicable Law and shall mail copies of the notice of sale in the manner prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. After the time required by Applicable Law,

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Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's certificate describing the Property and the time the purchaser will be entitled to Trustee's deed. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall request that Trustee release this Security Instrument and shall produce for Trustee, duly cancelled, all notes evidencing debts secured by this Security Instrument. Trustee shall release this Security Instrument without further inquiry or liability. Borrower shall pay any recordation costs and the statutory Trustee's fees.

24. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

_____ (Seal) -Borrower JASON P. EVENSON	_____ (Seal) -Borrower KAREN A. EVENSON
_____ (Seal) -Borrower	_____ (Seal) -Borrower

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ACKNOWLEDGMENT

State of Colorado §
County of Weld §
§

This record was acknowledged before me on 6/3/21 by JASON P. EVENSON.

KRISTIN HAYDEN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20164030034
MY COMMISSION EXPIRES AUGUST 8, 2024

Signature of Notarial Officer

Title of Officer

(Stamp)

My Commission Expires:

ACKNOWLEDGMENT

State of Colorado §
County of Weld §
§

This record was acknowledged before me on 6/3/21 by KAREN A. EVENSON.

KRISTIN HAYDEN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20164030034
MY COMMISSION EXPIRES AUGUST 8, 2024

Signature of Notarial Officer

Title of Officer

(Stamp)

My Commission Expires:

Loan Originator Organization: GUILD MORTGAGE COMPANY LLC, NMLSR ID: 3274
Individual Loan Originator's Name: GREGORY JOSEPH GERBRANDT, NMLSR ID: 1808433

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TOWN OF EATON
DEVELOPER COST REIMBURSEMENT AGREEMENT
1335 2nd Street Road Variance TE-22-XX

THIS AGREEMENT (the "Agreement"), made and entered into this 14 day of September 2023 by and between the TOWN OF EATON, COLORADO, a Colorado municipal corporation (the "Town"), and Jason Evenson, a Colorado resident hereinafter referred to as (the "Applicant"), [and _____ as owner ("Owner") (if different that Applicant)]. The Town and the Applicant are referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Applicant submitted an application for _Site Development Plan__ ("Application") pursuant to the Eaton Municipal Code ("Code") for property situated in the County of Weld, State of Colorado, and legally described in Exhibit A, attached hereto and incorporated herein (the "Property"); and

WHEREAS, the Applicant acknowledges that the Town will incur costs to review the Application, including but not limited to, legal publication costs, recording fees and reproduction costs; and

WHEREAS, the Applicant further acknowledges that the Town retains third-party consultants to review land use proposals, which may include, but not be limited to, engineers, surveyors, inspectors, attorneys and planners; and

WHEREAS, while the Town endeavors to keep the Town's expenses to a reasonable and acceptable level, the actual amount is subject to factors outside the control of the Town; and

WHEREAS, the Code requires the Applicant to pay all the Town's expenses incurred in reviewing, evaluating and processing the Application; and

WHEREAS, the Parties recognize that this Agreement will facilitate the Town's ability to review, evaluate and process the Application and that this Agreement is mutually beneficial to the Parties; and

WHEREAS, the Parties desires to enter into this Agreement to facilitate the review, evaluation and processing of the Application.

AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing premises and of the mutual promises and conditions hereinafter contained, it is hereby agreed as follows:

1. Recitals. The Recitals are incorporated as if fully set forth herein.

2. Funds Deposit. Upon the execution of this Agreement, the Applicant agrees to deposit with the Town the sum of $__1,000___ to be used to pay the Town's expenses to review, evaluate and process the Application ("Deposit"), which funds may be used to pay the cost of third-party consultants. If the Deposit is depleted, or nearing depletion, prior to the completion of the work, the Town may request, and the Applicant shall thereafter promptly deposit, additional monies with the Town in an amount required by the Town. In the event the Applicant fails to pay the additional monies within ten (10) days of the Town's request, the Town may suspend all further review and cancel any scheduled public hearings.

3. Banking and Accounting. The Town shall deposit the Deposit in a separate checking account for developer funds in its bank and shall separately account for the funds. The Town shall disburse monies from the deposited funds in payment of the Town's expenses related to the Application. Within ten (10) days of a written request by Applicant, the Town shall provide an accounting to Applicant of the funds disbursed.

4. Termination. When the review, evaluation and processing of the Application is complete or if negotiations on the Application terminate, then any monies deposited by the Applicant remaining after payment of the costs incurred by the Town shall be refunded to the Applicant without interest. Alternatively, if the Applicant has not deposited sufficient funds to cover the Town's expenses when the review, evaluation and processing of the Application is complete or negotiations terminate, then the Town may provide written notice to the Applicant of funds that are due and owing. The Applicant shall have ten (10) days after receipt of the Town's notice to pay the amount due and owing.

5. Collection of Fees and Costs. If the Applicant fails to pay the funds required herein when due, the Town may add a five percent (5%) penalty to the balance and charge interest at the rate of one and one-half percent (1½%) per month. The Town may also take those steps necessary and authorized by law to collect the fees due and shall be entitled to all court costs and attorney fees incurred in collection of the balance due, including interest on the amount due from its due date at the rate of eighteen percent (18%) per annum. In its discretion, the Town may certify to the Weld County Treasurer any amount due as a lien on the property for which the Application is submitted, which lien will be due and payable with the real estate taxes for the Town if the Applicant or the Owner does not pay such amount within thirty (30) days of written request by the Town.

6. No Acquired Rights. The Applicant agrees that it does not acquire any rights by virtue of the review and evaluation of, and negotiations related to, the Application. Any and all negotiations and work on Application shall be final only upon approval by the appropriate actions of the Town Board of Trustees of the Town of Eaton and other governmental entities having jurisdiction, upon the completion of appropriate actions of the Applicant and upon expiration of any applicable time periods required for finality under law.

7. Assignment. If Applicant sells or conveys all or any portion of the Property or any part of the Application, Applicant shall provide notice to the Town and shall assign or

transfer any and all of its interests, rights or obligations under this Agreement to the purchaser or assignee.

8. Notices. All notices, demands, or other documents required or desired to be given, made or sent to either Party under this Agreement shall be made in writing, shall be deemed effective upon receipt and shall be personally delivered or mailed postage prepaid, certified mail, as follows:

TO THE TOWN:
Town of Eaton
Attn: Town Administrator
223 1st Street
Eaton, CO 80615
Email: wesley@eatonco.org

TO APPLICANT:

Jason or Karen Evenson
1335 2nd Street Rd.
Eaton, CO 80615

The addresses for notices may be changed by written notice given to the other Party in the manner provided above. Notice may also be sent via e-mail delivery and shall be effective upon confirmation of receipt of the email.

9. Amendment. This Agreement may not be amended or modified except by a subsequent written instrument signed by both Parties.

10. Severability. If any part, term or provision of this Agreement is declared unlawful or unenforceable, the remainder of this Agreement shall remain in full force and effect.

11. Waiver. No consent or waiver, express or implied, by a Party to or of any breach or default by the other Party in the performance by the other Party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default by the non-defaulting Party. Failure on the part of any Party to complain of any act or failure to act or to declare any other Party in default, irrespective of how long such failure continues, shall not constitute a waiver by such Party of its rights hereunder.

12. Applicable Law and Venue. This Agreement shall be construed according to the laws of the State of Colorado. Venue for any claim, proceeding or action arising out of this Agreement shall be in Weld County, State of Colorado.

13. Mediation. In the event of any dispute arising under this Agreement, the Parties shall submit the matter to mediation prior to commencing legal action and shall equally share the

cost of the mediation. Mediation shall occur in Weld County, unless the Parties agree to a different location.

14. Entire Agreement. The provisions of this Agreement represent the entire and integrated agreement between the Town and the Applicant and supersede all prior negotiations, representations and agreements, whether written or oral.

15. No Presumption. Each Party acknowledges that it has carefully read and reviewed the terms of this Agreement. Each Party acknowledges that the entry into and execution of this Agreement is of its own free and voluntary act and deed, without compulsion. Each Party acknowledges that it has obtained, or has had the opportunity to obtain, the advice of legal counsel of its own choosing in connection with the negotiation and execution of this Agreement and with respect to all matters set forth herein. The Parties agree that this Agreement reflects the joint drafting efforts of all Parties and in the event of any dispute, disagreement or controversy arising from this agreement, the Parties shall be considered joint authors and no provision shall be interpreted against any Party because of authorship.

16. Authority. Each person executing this Agreement represents and warrants that he or she has been duly authorized by the party which he or she purports to represent to execute this Agreement, and has authority to bind said party to the terms and conditions of this Agreement.

17. Headings. The headings in this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Agreement or any part thereof.

18. Execution and Counterparts. This Agreement may be executed and filed in any number of counterparts, all of which when taken together shall constitute the entire agreement of Parties. Signature pages may be removed from any counterpart and attached to another counterpart to constitute a single document.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

TOWN OF EATON, COLORADO

ATTEST:

By: Margaret Jane Winter
Margaret Jane Winter, Town Clerk

By: _____
Wesley LaVanchy, Interim Town Administrator

APPLICANT:
Jason Evenson

By: _____
Name: Jason Evenson
Title: Applicant and Owner

STATE OF COLORADO)
) ss
COUNTY OF Weld)

SUBSCRIBED AND SWORN to before me this 14th day of Sept., 20 22, by Jason Evenson as the owner of 1335 2nd St. Rd. Eaton Co

WITNESS my hand and official seal.

My commission expires: August 19, 2026

Glenna M Madrid
Notary Public

GLENNA MARIE MADRID
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20224032423
MY COMMISSION EXPIRES AUGUST 19, 2026

OWNER
Jason Evenson

ACKNOWLEDGED AND AGREED TO BY OWNER:

By: _____
Name: Jason Evenson
Title: Owner

Sec. 7-2-43. Variances.

(a) Purpose of provisions; limitations. In order to prevent or to lessen such practical difficulties and unnecessary physical hardships inconsistent with the objectives of this Chapter as would result from strict or literal interpretation and enforcement, variances from certain regulations may be granted. A practical difficulty or unnecessary physical hardship may result from the size, shape or dimensions of a site or the location of existing structures thereon; from topographic or physical conditions on the site or in the immediate vicinity; or from other physical limitations, street locations or traffic conditions in the immediate vicinity. Cost or inconvenience to the applicant of strict or literal compliance with a regulation shall not be a reason for granting a variance.

(b) Application. Application for a variance shall be made to the Town Administrator and forwarded to the Town Board. The Town Board, within thirty (30) days of receipt of the application, shall study and review the application and accompanying evidence.

(c) Property posting. The applicant for any variance shall post his or her property with a sign notifying the general public of the time and place of a meeting before the Town Board, at which time the property shall be reviewed for a variance. The sign shall be posted on the property at least ten (10) days prior to the scheduled hearing date, and shall be of a size three (3) feet by four (4) feet above natural grade, with lettering not less than two (2) inches in size. Said sign shall be placed in a conspicuous location visible from the public rights-of-way.

(d) Public hearing. The Town Board shall hold a public hearing on the matter, and notices of such hearing shall be published at the expense of the applicant in a newspaper of general circulation within the Town at least fifteen (15) days prior to the hearing date.

(e) Application contents. The application shall be supported by documents, maps, plans and other material containing the following information:

(1) Name and address of the owner and/or applicant and a statement that the applicant, if not the owner, has the permission of the owner to make application and act as agent for the owner;

(2) Legal description, street address and other identifying data concerning the site;

(3) A description of the precise nature of the proposed variance and its operating characteristics, and measures proposed to make the variance compatible with other properties in the vicinity;

(4) A site plan, showing proposed development of the site, including topography, building or structure locations, parking, traffic circulation, usable open space, landscaped area and utilities and drainage features;

(5) Preliminary building plans and elevations sufficient to indicate the dimensions, general appearance, scale and interior plan of all buildings; and

(6) Such additional materials as the Town Board may prescribe or the applicant may submit pertinent to the application and to the findings prerequisite to the issuance of a variance.

(f) Approval criteria. Before acting on a variance application, the Town Board shall consider the following factors with respect to the requested variance:

(1) The relationship of the requested variance to other existing or potential uses and structures in the vicinity;

(2) The degree to which relief from the strict or literal interpretation and enforcement of a specified regulation is necessary to achieve compatibility and uniformity of treatment among sites in the vicinity, or to attain the objectives of this Chapter without grant of special privilege;

(3) The effect of the requested variance on light and air, distribution of population, transportation and traffic facilities, public facilities and utilities and public safety;

(4) Such other factors and criteria as the Town Board deems applicable to the proposed variance; and

(5) Hardship on the applicant.

(g) Town Board recess. The Town Board may recess a hearing on a request for a variance in order to obtain additional information or to serve further notices upon other property owners or persons whom it decides may be interested in the proposed variance. Upon recessing for this purpose, the Town Board shall announce the time and date when the hearing will be resumed. The hearing shall be reconvened within a thirty-day period.

(h) Findings required. The Town Board shall make the following findings before granting a variance:

(1) That the granting of the variance will not constitute a grant of special privilege inconsistent with the limitations on other properties classified in the same district;

(2) That the granting of the variance will not be detrimental to the public health, safety or welfare, or materially injurious to properties or improvements in the vicinity;

(3) That the variance is warranted for one (1) or more of the following reasons:

a. The strict, literal interpretation and enforcement of the specified regulation would result in practical difficulty or unnecessary physical hardship inconsistent with the objective of this Chapter;

b. There are exceptional or extraordinary circumstances of conditions applicable to the site of the variance that do not apply generally to other properties in the same zone; and/or

c. The strict or literal interpretation and enforcement of the specified regulation would deprive the applicant of privileges enjoyed by the owners of other properties in the same district.

(i) Fees; term. Variance fees shall be paid at the time of the granting of the variance and prior to its receipt by the applicant. The fee shall be set forth in the Town Fee Schedule. The variance shall lapse if construction is not commenced with one (1) year of the date of issuance and diligently pursued to completion.

(j) Action notice. The Town Clerk shall notify the applicant for a variance in writing of the Town Board's action within seven (7) days after a decision has been rendered.

(Ord. 480 §1, 2000)

TOWN OF EATON, COLORADO
ORDINANCE NO. 627

AN ORDINANCE ADDING SECTION V TO CHAPTER XV OF THE EATON MUNICIPAL CODE CONCERNING THE DESIGNATION OF A TRUCK ROUTE

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, to promote compatible land uses and enhance public safety, the Town Board desires to adopt a designated truck route within the Town, with exceptions for certain vehicles; and

WHEREAS, to effectuate the foregoing, the Town Board desires to add Section V to Chapter XV of the Eaton Municipal Code; 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. Addition of Section V to Chapter XV of the Eaton Municipal Code. Section V is hereby added to Chapter XV of the Eaton Municipal Code to read in its entirety as follows:

SECTION V – DESIGNATED TRUCK ROUTE

Sec. 15-5-1 – Purpose.

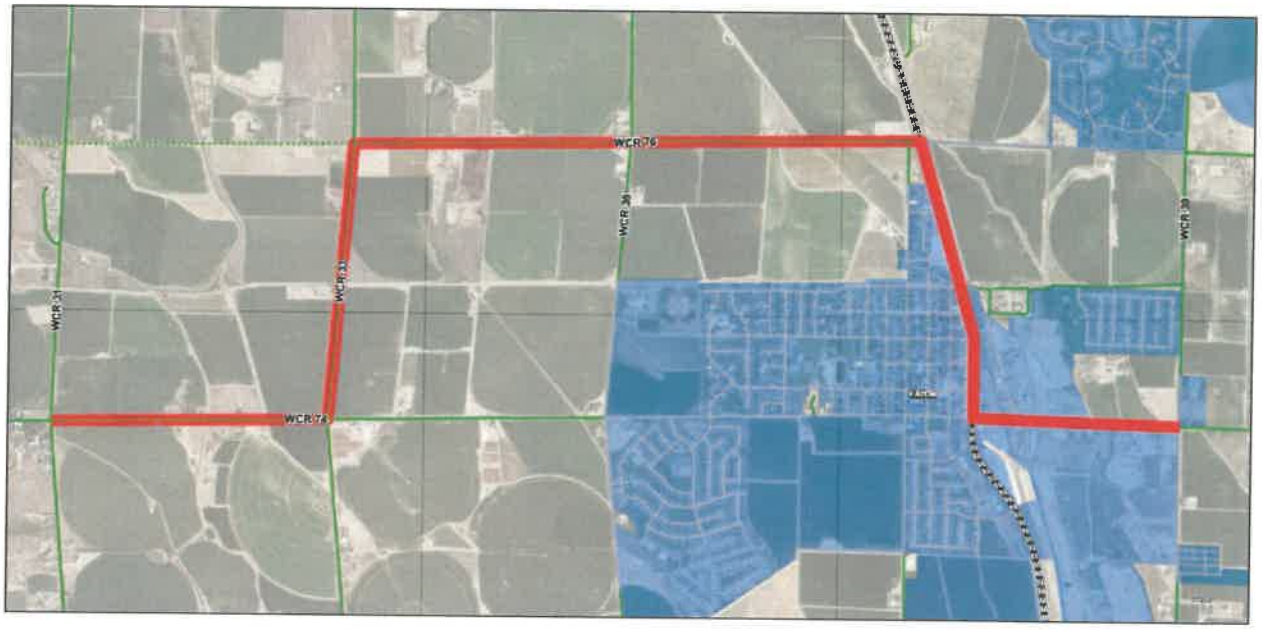
The purpose of this Section is to establish and regulate a designated truck route within the Town to promote compatible land uses and enhance public safety.

Sec. 15-5-2 – Definition.

For the purposes of this Section, a "truck" shall mean a motor vehicle or combination vehicle/trailer designed, maintained or used primarily for the transportation, loading or unloading of material and weighing over seven thousand (7,000) pounds empty weight.

Sec. 15-5-3 – Truck Route.

The route depicted below is hereby designated as the Town's truck route.



Sec. 15-5-4 – Mandatory Use of Designated Truck Route.

Except as otherwise provided in this Section, trucks are prohibited from traveling on all streets, alleys, viaducts, bridges, or other public ways in the Town and may only travel on the designated truck route. Trucks with a destination point in the Town shall use the shortest practicable route to and from a point along the designated truck route.

Sec. 15-5-5 – Exceptions.

The following trucks are not required to use the designated truck route: (i) emergency vehicles; (ii) public and private utility vehicles engaged in the repair, maintenance or construction of streets, street improvements, public utilities or private utilities within the Town; (iii) government vehicles, including school district vehicles, in performance of their official duties; (iv) municipal transit vehicles; (v) trucks that are detoured from the designated truck route along an officially established detour; (vi) recreational vehicles, including motor homes campers and travel trailers; (vii) moving trucks engaged to move items to, from or within the Town at the time of the travel; and (viii) local farming and agricultural vehicles transporting products to or from a location in the Town or within two miles of the Town.

Sec. 15-5-6 – Violations.

(1) It is unlawful for any person to violate any of the provisions of this Section.

(2) Any person who violates this Section shall be subject to the penalties set forth in Section 1-3-1 of the Code.

Section 2. Erection of Signs. The Town Administrator, or the Town Administrator's designee, is hereby directed to erect traffic control signs along the designated truck route.

Section 3. 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 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 20th day of October, 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 17th day of November, 2022.

TOWN OF EATON, COLORADO

ATTEST:

By:_____
Margaret Jane Winter, Town Clerk

By:_____
Scott E. Moser, Mayor

THE TOWN OF EATON	**Eaton Town Board**
	Agenda Item
TO: Town Board of Trustees	
FROM: Wesley LaVanchy	
DATE OF MEETING: 10/20/2022	
TITLE / SUBJECT: Amendment to Weld County IGA – Truck Route	

DESCRIPTION

A proposed first amendment to the 3/17/22 Intergovernmental Agreement between Weld County and the Town of Eaton to establish and fund a designated truck route north of town as permitted in the WCR 74 Access Control Plan.

SUMMARY

In March of this year, the Board of Trustees approved an IGA with Weld County to designate a truck haul route north of town and improvements to WCR 76 after which the County would work with the Town to annex. The county is requesting additional time to secure easements and make additional improvements for the turn radius for large trucks.

Exhibit A

Town of Eaton Proposed Truck Route

After further analysis, the County realized that at the intersection of WCR 35 and WCR 76, additional right of way is necessary to allow truck traffic to make righthand turns without crossing into the oncoming traffic lane. This additional right of way will also require utility and irrigation relocations.

The proposed truck route starts on WCR 74 at WCR 39 west to U.S. 85 then north on U.S. 85 to WCR 76 and west on WCR 76 to WCR 33 then south on WCR 33 back to WCR 74. A map of the truck route is shown above and in an attached exhibit.

KEY POINTS

- **Weld County agrees to complete the construction of the improvements prior to the end of the 2024 construction season, and to install truck route signage upon completion of the paving.** The time required for the ROW and utility relocate will take all of 2022 into spring of 2023. The County would plan to do some of the irrigation relocates in the fall of 2023 and finish in early 2024

- Weld County agrees to install the signage and maintain the improvements during the term of this Intergovernmental Agreement.

- Within two years after completion of the WCR 76 improvements by Weld County, Weld County may file a Petition for Annexation of the roadway with Eaton. On the condition that WCR 76 is in good condition, without limiting the police powers afforded the Town Board of Trustees of the Town of Eaton, Eaton agrees to annex WCR 76.

COST & BUDGET

There are not additional costs to the Town. The obligation of $125,000 will be deferred until 2024 at the time of completion.

RECOMMENDATION

- Staff recommends approving the amendment to the I.G.A. as provided in the packet.
- Alternatively, the Board could:
    - Amend the proposal
    - Decline to approve

FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN WELD COUNTY AND THE TOWN OF EATON FOR A TRUCK ROUTE ON WELD COUNTY ROADS ("WCR") 76 AND 33.

This FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN WELD COUNTY AND THE TOWN OF EATON FOR A TRUCK ROUTE ON WELD COUNTY ROADS ("WCR") 76 AND 33 ("First Amendment") is entered into this ____ day of _____ 2022, by and between the Town of Eaton, Colorado (hereinafter referred to as "Town" or "Eaton"), and the COUNTY OF WELD, COLORADO, by and through the Board of County Commissioners of Weld County, Colorado (hereinafter referred to as "County" or "Weld").

Recitals

WHEREAS, the parties entered into an Intergovernmental Agreement for a Truck Route on Weld County Roads 76 and 33 (the "Original Agreement") identified by the Weld County Clerk to the Board of County Commissioners as document No. 2022-1272, approved on May 4, 2022; and

WHEREAS, Eaton and the County are authorized to enter into an Intergovernmental Agreement by C.R.S. Sec. 29-1-203 and the Colorado Constitution Article XIV, Sec. 18(2), for the purpose of achieving greater efficiencies for the provision of services to the public.

WHEREAS, the parties became aware during the design process for the intersection of Weld County Road 35 and Weld County Road 76 that additional right of way is necessary to allow truck traffic to make righthand turns without crossing into the oncoming traffic lane. This additional right of way will also require utility and irrigation relocations.

WHEREAS, the parties have agreed that the additional work necessary to maintain public safety at the intersection of Weld County Road 35 and Weld County Road 76 will delay the completion of improvements originally scheduled for completion in 2022.

WHEREAS, the parties hereby agree to amend the Original Agreement in accordance with the terms of the Original Agreement, which is incorporated by reference herein, as well as the terms provided herein; and

NOW, THEREFORE, in consideration of the premises, the parties hereto covenant and agree as follows:

A. The parties agree that the first sentence of Paragraph 4 of the Original Agreement shall be deleted and replaced with the following:

4. CONSTRUCTION AND MAINTENANCE OF THE IMPROVEMENTS: Weld County agrees to construct the Improvements prior to the end of the 2024 construction season, and to install truck route signage upon completion of the paving.

B. The parties agree that except as amended herein, all other terms of the Original

Agreement remain unchanged and in full force and effect.

C. The parties further agree that this First Amendment together with the Original Agreement, constitutes the entire understanding between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment in duplicate on the day and year first hereinabove written.

ATTEST:

By: _____
Margaret Jane Winter, Town Clerk

TOWN OF EATON, COLORADO

By: _____
Scott E. Moser, Mayor

ATTEST:

WELD COUNTY Clerk to the Board

By: _____
(Deputy) Clerk to the Board

BOARD OF COUNTY COMMISSIONERS WELD COUNTY, COLORADO

By: _____
Scott K. James, Chair

TOWN OF EATON, COLORADO
ORDINANCE NO. 628

AN ORDINANCE AMENDING SECTION 7-2-38 OF THE EATON MUNICIPAL CODE CONCERNING ADMINISTRATION OF CERTAIN LAND USE APPLICATIONS

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, Section II of Chapter VII of the Eaton Municipal Code contains the Town's zoning regulations (the "Zoning Ordinance") and Article V contained therein regulates administration and procedure of zoning matters; and

WHEREAS, Section 7-2-38 of Article V sets forth, among other matters, the duties of the Town Board and Planning Commission with respect to certain delineated land use applications, including applications for a special review use; and

WHEREAS, Section 7-2-42 of Article V sets forth procedures as well as the criteria for processing, reviewing and rendering a decision on the merits of applications for a special review use; and

WHEREAS, to ensure consistency between Sections 7-2-38 and 7-2-42 and reaffirm the Town Board's role as the final decision maker with respect to, among other land use applications, applications for a special review use, the Town Board desires to amend Section 7-2-38 of Article V of the Zoning Ordinance; 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. Section 7-2-38. Subsections (e) and (f) of Section 7-2-38 of the Eaton Municipal Code are hereby amended in full to read as follows:

Sec. 7-2-38. - Administration.

. . .

(e) Planning Commission. The duties of the Planning Commission with respect to applications submitted and processed under this Section II are as follows:

(1) All requests for approval of a planned unit development, a special review use, a change in a nonconforming use or amendments or changes to the official zoning map or other action which is required to be reviewed pursuant to this Section by these zoning regulations or other Town ordinances shall be reviewed by the Planning Commission.

(2) The applicant requesting approval of a planned unit development, a special review use, a change in a nonconforming use or rezoning shall submit an application on forms supplied by the Town accompanied by any other required information or information the applicant desires to submit. A single application may contain a request for more than one (1) action. The application shall be accompanied by an application fee in the amount provided by resolution of the Town Board and set forth in the Town Fee Schedule.

(3) After receipt by the Town of a properly completed application form and all other required information, a hearing shall be set before the Planning Commission.

(4) Notice of the hearing shall be given as follows:

a. The applicant shall be advised of the date set for the hearing and shall be responsible to post a sign upon the property affected, easily legible from an abutting street, briefly describing the requested action and the time and location of the hearing. Such sign shall be maintained continuously for at least fifteen (15) days before the hearing and until final action is taken by the Town Board.

b. The Town, at the applicant's expense, shall cause a notice to be published in a newspaper of general circulation in the Town or, at the Town Administrator's discretion, posted on the Town's website, describing the action or actions requested, the property affected and the time and location of the hearing. The property shall be described by street address or relationship to a street, other property with an address or other known landmarks and not by a legal description.

c. The applicant shall deposit in the U.S. mail a copy of notice of the requested action and the time and location of the hearing addressed to the owner of record of any property located within five hundred (500) feet of the property affected.

(5) At the hearing scheduled, the applicant and other interested parties may appear and present such evidence and testimony as they may desire. Anyone presenting evidence or testimony shall be subject to cross-examination by other interested parties, although the Planning Commission may limit testimony, evidence and cross-examination by other interested parties which is merely cumulative. The Planning Commission shall not be required to follow any set procedure during the hearing or to strictly follow the rules of evidence as applied by the courts. The chair of the Planning Commission shall make all rulings on admissibility of testimony or evidence. The hearing shall be tape-recorded or otherwise electronically recorded. The applicant or other interested party may have the hearing recorded by a court reporter, at his or her expense. The hearing may be continued from time to time as necessary. The Town Administrator or his or her authorized representative may appear as a party at the hearing. The burden is upon the applicant in all cases to establish that all applicable criteria for any action are met, including the notice requirements contained herein.

(6) The Planning Commission shall announce its decision within a reasonable time after the completion of the hearing. The Planning Commission may recommend approval of the requested action, with or without conditions, upon finding that all applicable criteria and requirements of these zoning regulations or other Town ordinances have been met. If it determines that such criteria have not been met, the Planning Commission shall recommend denial of the application. The Planning Commission shall not be required to provide written findings or conclusions, except upon the request of the applicant or other party appearing or participating in the hearing.

(7) The Planning Commission's decision shall be submitted to the Town Board as a recommendation. The Town Board shall thereafter hold a public hearing de novo in substantial conformity with the procedure of this Section.

(f) Town Board. The duties of the Town Board with respect to applications submitted and processed under this Section II are as follows:

(1) The Town Board shall exercise all final powers and authority concerning the application and enforcement of this Section II.

(2) The Town Board shall review, hold public hearings, approve, conditionally approve, or disapprove all such applications.

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 20th day of October, 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 17th day of November, 2022.

TOWN OF EATON, COLORADO

ATTEST:

By:_____
Margaret Jane Winter, Town Clerk

By:_____
Scott E. Moser, Mayor

Sec. 7-2-38. Administration.

(a) Intent. This Section establishes and prescribes the basic duties and operating procedures of the administrative entities responsible for administering and enforcing this Section II.

(b) Town Administrator. The Town Administrator shall be charged with the responsibility for interpretation of and enforcement of this Section II. Interpretation of this Section II includes but is not limited to:

(1) Clarification of intention, classification of land uses not specified in this Section II, clarification of zoning district boundaries and delegation of procedure.

(2) Review all development permits to determine that the permit requirements of this Section II have been satisfied.

(3) Review all development permits to determine that all necessary permits have been obtained from federal, state or local governmental agencies.

(4) Review all development permits to determine if the proposed development is located in the floodway. If located in the floodway, assure that the encroachment provisions of Chapter 7, Section V are met.

(c) Town Engineer. The duties of the Town Engineer with respect to applications submitted and processed under this Section II are as follows:

(1) When requested by the Town Board, review and comment upon any plan submission.

(2) Review and approve, conditionally approve or disapprove all technical diagrams and specifications submitted in connection with any final plan application; forward the results of that review to the Planning Commission and Town Board.

(3) Review and approve, conditionally approve or disapprove all as-built diagrams and specifications of water lines, sewer lines, streets and other public improvements.

(d) Town Clerk. The duties of the Town Clerk with respect to applications submitted and processed under this Section II are as follows:

(1) Provide the appropriate forms to all applicants upon request.

(2) Provide for the acceptance and logging of submittal and their distribution to the appropriate reviewing agencies or individuals.

(3) Provide for the collection and deposit of all fees submitted by applicants.

(4) Provide for the notification of interested parties as required by this Section II.

(5) When requested by the Town Board, review and comment upon any plan submission.

(e) Planning Commission. The duties of the Planning Commission with respect to applications submitted and processed under this Section II are as follows:

(1) All requests for approval of a planned unit development, a special review use, a change in a nonconforming use or amendments or changes to the o~~O~~fficial z~~Z~~oning ~~M~~map or other action which is required to be reviewed pursuant to this Section by these zoning regulations or other Town ordinances shall be reviewed by the ~~entire~~ Planning Commission.

(2) The applicant requesting approval of a planned unit development, a special review use, a change in a nonconforming use or rezoning shall submit an application on forms supplied by the Town

accompanied by any other required information or information ~~which he or she may desire~~the applicant desires to submit. A single application may contain a request for more than one (1) action. ~~Regardless of how many actions are requested, the~~The application shall be accompanied by an application fee ~~of fifty dollars ($50.00). No formal application need be submitted or fee paid for an amendment or addition to~~in the ~~Official Zoning Map initiated~~amount provided by resolution of the Town ~~Manager,~~Board and set forth in the Town ~~Board or Planning Commission~~Fee Schedule.

(3) ~~A hearing shall be set before the Planning Commission not sooner than twenty (20) days nor more than forty (40) days after~~After receipt by the Town of a properly completed application form and all other required information, a hearing shall be set before the Planning Commission.

(4) Notice of the hearing shall be given as follows:

a. The applicant shall be advised of the date set for the hearing and shall be responsible to post a sign upon the property affected, easily legible from an abutting street, ~~which~~ briefly ~~describes~~describing the requested action and the time and location of the hearing. Such sign shall be maintained continuously for at least fifteen (15) days before the hearing and until final action is taken by the Town Board.

b. The ~~applicant~~Town, at the applicant's expense, shall ~~also~~ cause a notice to be published in a ~~legal~~ newspaper~~, which describes~~ of general circulation in the Town or, at the Town Administrator's discretion, posted on the Town's website, describing the action or actions requested ~~and~~, the property affected and the time and location of the hearing. The property shall be described by street address or relationship to a street, other property with an address or other known landmarks and not by a legal description. ~~It shall not be necessary to publish such a notice if the only action requested is for a variance.~~

c. The applicant shall ~~either hand deliver or~~ deposit in the U.S. mail a copy of ~~the above~~ notice of the requested action and the time and location of the hearing addressed to the owner of record of any property located within ~~one~~five hundred (~~100~~500) feet of the property affected.

(5) At the hearing scheduled, the applicant and other interested parties may appear and present such evidence and testimony as they may desire. Anyone presenting evidence or testimony shall be subject to cross-examination by other interested parties, although the Planning Commission may limit testimony, evidence and cross-examination by other interested parties which is merely cumulative. The Planning Commission shall not be required to follow any set procedure during the hearing or to strictly follow the rules of evidence as applied by the courts. The chair of the Planning Commission shall make all rulings on admissibility of testimony or evidence. The hearing shall be tape-recorded or otherwise electronically recorded. The applicant or other interested party may~~, if he or she desires,~~ have the hearing recorded by a court reporter, at his or her expense. The hearing may be continued from time to time as necessary. The Town Administrator or his or her authorized representative may appear as a party at the hearing. The burden is upon the applicant in all cases to establish that all applicable criteria for any action are met, including ~~proper~~the notice requirements contained herein.

(6) The Planning Commission shall announce its decision within ~~twenty (20) days of~~a reasonable time after the completion of the hearing. ~~It shall not be necessary for the Planning Commission to provide written findings or conclusions, except upon the request of the applicant or other party appearing or participating in the hearing. The decision of the Planning Commission with respect to requests for approval of a variance, special review use or change in a nonconforming~~

use shall be final, subject only to review by certiorari in the courts. The Town Administrator shall have the right to seek review of any such decision in the courts. Upon the filing of a request for review in the courts, the Town shall cause a transcript of the tape recording of the hearing to be made and certified to the court, and the party filing such appeal or such review shall pay the Town the reasonable cost incurred in producing such transcript, unless such party has a transcript produced by a court reporter at his or her expense.

(7) The Planning Commission may approve recommend approval of the requested action only, with or without conditions, upon finding that all applicable criteria and requirements of these zoning regulations or other Town ordinances have been met. If it determines that such criteria have not been met, the Planning Commission shall recommend denial of the application shall be denied. The application may be granted upon conditions or limitations which the Planning Commission determines are necessary in order to ensure that the applicable criteria are met, if the applicant or other necessary parties consent to compliance with such conditions or limitations. Such conditions or limitations shall be provided to the applicant and interested parties in writing as part of the decision. The Planning Commission shall not be required to provide written findings or conclusions, except upon the request of the applicant or other party appearing or participating in the hearing.

(87) The Planning Commission's decisionsdecision shall be submitted to the Town Board as a recommendation. The Town Board may, without further hearing, ratify the recommendation or not act if no action is recommended. However, it shall, upon receipt of a written request filed within five (5) days of the date of the Planning Commission's decision by the applicant, the Town Administrator or a taxpayer or elector of the Town who appeared or participated at the hearing before the Planning Commission,shall thereafter hold a public hearing de novo in substantial conformity with the procedure of this Section. Such hearing may be held in conjunction with the public hearing on a rezoning ordinance on second reading or separately.

(f) Town Board. The duties of the Town Board with respect to applications submitted and processed under this Section II are as follows:

(1) The Town Board shall exercise all final powers and authority concerning the application and enforcement of this Section II as those powers are delegated to it by provisions of the Colorado Revised Statutes, 1973, as amended, and by the specific provisions of this Section II. .

(2) The Town Board shall review, hold public hearings, approve, conditionally approve or disapprove all such applicationsschematic and final plan submissions.

(3) The Town Board shall supervise the activities of the Town staff as those activities are assigned by this Section II.

(Ord. 480 §1, 2000)

NEW

BUSINESS

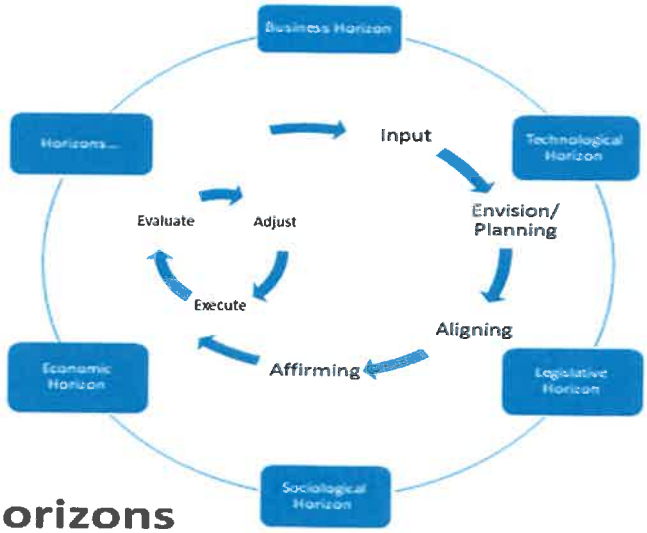
THE TOWN OF EATON COLORADO	**Eaton Town Board**
	Agenda Item
TO: Town Board of Trustees	
FROM: Wesley LaVanchy	
DATE OF MEETING: 10/20/2022	
TITLE / SUBJECT: Resolution Adopting Pillars for the Community	

DESCRIPTION

Adoption of the six Strategic Pillars identified in the Board of Trustees visioning and strategic planning retreat.

SUMMARY

The Town Board of Eaton held a Strategic Visioning Retreat on Thursday, September 22, 2022, for the purpose of developing a clear strategic vision for the future. Strategic Government Resources (SGR) was enlisted to facilitate the retreat. Dr. Scott Willingham, Senior Vice President for SGR, facilitated the strategic visioning process. The attached report is a summary of the key points discussed and the Strategic Pillars that the Board identified for their vision.



Futurist Horizons

The horizons listed illustrate the unexpected, trends, changes and the seemingly unexpected are a part of the visioning process. The facilitator encouraged the Board to boldly dream while keeping a close eye on these "strategic foresight horizons."

KEY POINTS

I. The Council was asked to discuss what they perceived to be some of the most important pressing needs of citizens--things that cause them to pound the table and that keep them up at night. They discussed these in small groups and reported back to the larger group. These are the responses:

- Modernization of the town's technological process
- Involving younger people in the community
- Retention and replacement of town employees
- Revenue generation and diversity
- Lower cost of living

II. The Board was asked to prioritize the big "pillars" or priorities toward which they should direct the town. These should span beyond the one-year horizon and reach forward towards five to seven years. Town trustees were placed in two groups of three (triads). Each triad wrote five (5) to six (6) pillars. These two triads then came together to form one group of six (6). Working with one another, they collaborated to come up with the following list of pillars/priorities:

The Board identified 6 Key Pillars for the future:

1. **Embrace Guided Growth**
2. **Maintain and Develop Premier Resources**
3. **Facilitate Engagement and a Sense of Community**
4. **Foster Trust Through Transparency**
5. **Sustain a Safe Community**
6. **Ensure Generational Needs are Met**

COST & BUDGET

Cost for these pillars will be identified and incorporated into the budget process and a part of the community outreach to bridge funding gaps for services.

RECOMMENDATION

SGR recommends that the Board adopt these Strategic Pillars at a regular Board Meeting, and that the plan be reviewed regularly to determine what progress is being made and how the plan needs to be adjusted to keep it relevant. SGR recommends this report be used as an ongoing document—a working document to guide the Town in achieving these pillars. Refer often to what you have accomplished through your Strategic Visioning Process.

- Approve the Resolution - Adopt the 6 Pillars
- Alternatively, the Board could:
    - Modify the Resolution
    - Decline to approve

Town of Eaton

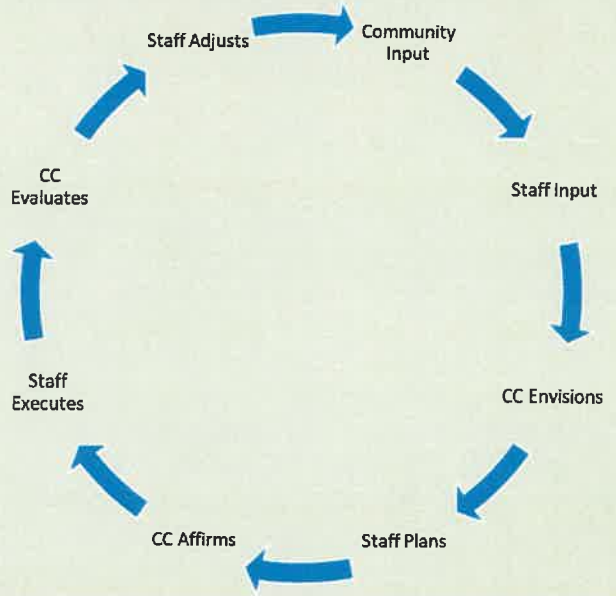
Strategic Visioning Process

September 22, 2022

Introduction

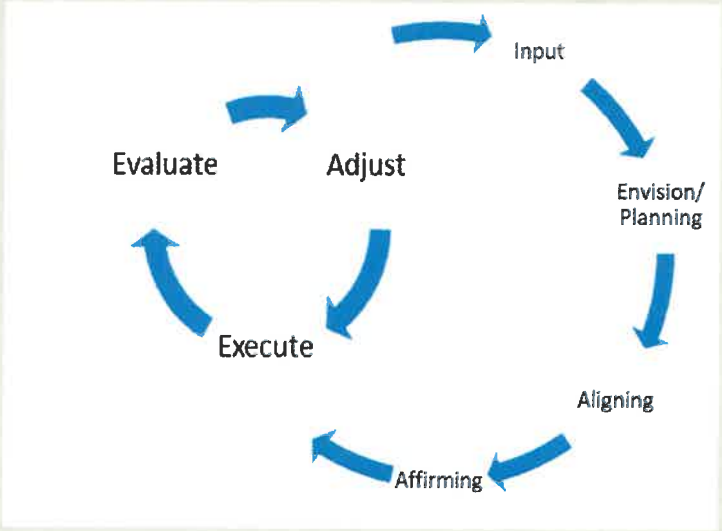
The Town Board of Eaton held a Strategic Visioning Retreat on Thursday, September 22, 2022, for the purpose of developing a clear strategic vision for the future. Strategic Government Resources (SGR) was enlisted to facilitate the retreat. Six (6) of the six (6) Trustees were in attendance as well as the Interim Town Administrator. Dr. Scott Willingham, Senior Vice President for SGR, facilitated the strategic visioning process. This report is a summary of the key points discussed and the Strategic Pillars that the Board identified for their vision.

Introduction to The Strategic Visioning Cycle

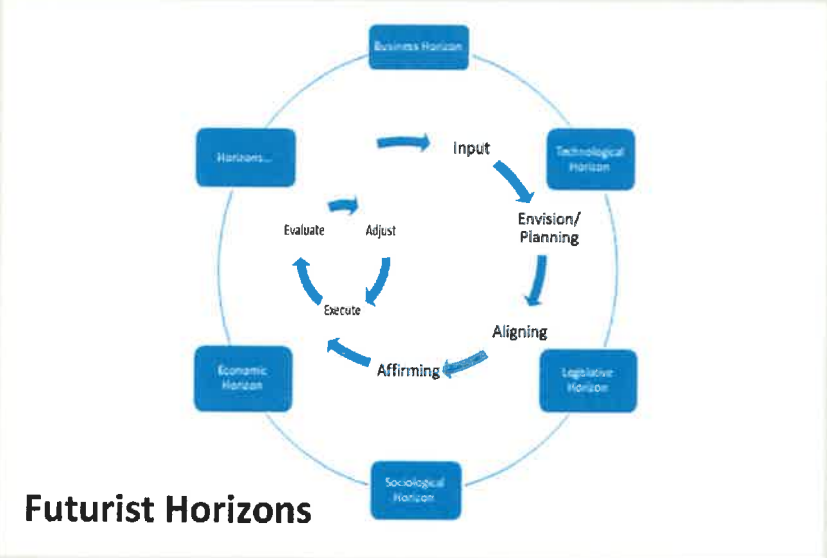


The facilitator overviewed the above "Cycle of Strategic Visioning/Planning," indicating that the workshop would begin the process at "CC Envisions." The facilitator recommended the Board follow through with the cycle and refresh it on at least an annual basis.

Strategic Cycle with the Tactical Cycle Imbedded



The facilitator explained that ideally there are two cycles: the larger cycle representing strategic envisioning accomplished by the Board and the smaller cycle of tactical correcting and adjusting accomplished by the staff.



The horizons listed illustrate that incursion, the unexpected, trends, changes and the seemingly unexpected are a part of the visioning process. The facilitator encouraged the Board to boldly dream while keeping a close eye on these "strategic foresight horizons."

Aspirational Reputational Drivers

The Board was asked to think aspirationally about what kind of reputation they wanted their town to have. These were the themes discovered and discussed:

Overarching: **Continue Eaton Pride**

- Identifying event (2)
- Gathering place were we take care of one another (2)
- Clean community (2)
- A place for all ages
- Active community (physically active and accessible)
- Be a connected and encouraging community not just in times of tragedy
- Continuing the strong heritage of agriculture
- Safe place to live
- Preserve the romance of a small town

Pressing Needs of the Citizens

The Council was asked to discuss what they perceived to be some of the most important pressing needs of citizens--things that cause them to pound the table and that keep them up at night. They discussed these in small groups and reported back to the larger group. These are the responses:

- Modernization of the town's technological process
- Involving younger people in the community

- Retention and replacement of town employees
- Revenue generation and diversity
- Lower cost of living

Strategic Pillars for the Future

The Board was asked to prioritize the big "pillars" or priorities toward which they should direct the town. These should span beyond the one-year horizon and reach forward towards five to seven years. Town trustees were placed in two groups of three (triads). Each triad wrote five (5) to six (6) pillars. These two triads then came together to form one group of six (6). Working with one another, they collaborated to come up with the following list of pillars/priorities:

The Board identified 6 Key Pillars for the future:

1. **Embrace Guided Growth**
2. **Maintain and Develop Premier Resources**
3. **Facilitate Engagement and a Sense of Community**
4. **Foster Trust Through Transparency**
5. **Sustain a Safe Community**
6. **Ensure Generational Needs are Met**

Mile-markers for the Strategic Pillars

Mile-markers indicate the town is moving in the right direction and at the right speed toward establishing each Pillar. Mile-markers from the Board ensure that that the senior staff understands what each pillar means. They are intended to give the staff direction as they develop a work plan that is in alignment with the Strategic Vision of the Board.

- **Embrace Guided Growth**

  Guiding Principles:

  - Development must pay for itself
  - Development must offset the impact to the community and infrastructure
  - No metro districts
- Mile marker (MM) 1: Update plans and fee structure for future development. Plans:
  - Comprehensive Master Plan (CMP)
  - Transportation Plan→ add to CMP
  - Wastewater Plan

    - Open Space Plan
    - Rainwater Plan
- MM 2: Create a 5-year rolling Capital Improvement Plan
- MM 3: Update the Impact Fee Schedule
- MM 4: Work with Fire, School, Recreation Districts
    - Show Town Pillars
    - Share Town's Comprehensive Plans
    - Request copies of their future growth plans
    - Regular coordinated meetings to Districts

- **Maintain and Develop Premier Resources**
    - **Water**
        - Retain Water Expert
        - Conservation Education
        - Economic development/larger tax base/funding & grant opportunities
        - Comprehensive sustainability
    - **Land**
        - Local trust
        - Update codes
        - Agricultural relationships
        - Who are landowners? Engage, reach out.
        - Survey surrounding area—not limited to local residents
    - **Facilities**
        - Ensure ADA compliance
        - Complete Master Facilities Plan
        - Five (5) Year Capital Plan
    - **People**
        - Correlate people to facilities for organizational health
        - Community leaders
        - Mission/Vision/Values Development
        - Recruit and retain good staff and give a sense of belonging
        - HPA grant writing

- **Facilitate Engagement and a Sense of Community**
    - Create a giant/comprehensive list of Eaton's boards/committees/organizations and alliances (year 1)
    - Survey & solicit citizens regarding the town's overall needs (year 1)
    - Clearly define the way and place citizens voices may be heard (year 1)
    - Bring like-minded people/partners together for collaborative dialogue (year 2)

- Potentially create ad hoc joint task force(s) to facilitate engagement and a sense of community (year 2-3)

- **Foster Trust Through Transparency**
  - Year 1--Website:
    - ADA compliant
    - Easy to access public documents
    - User-friendly focus
    - Mission statement/Pillars W/O status
    - Town survey results
    - Sustainability—reporting—Park renovations, etc.
  - Year 2
    - Develop a community text program
    - Develop reportable goals/results (KPI's):
      - Police – average response time; calls; crime statistics; community engagement activities
      - Public Works – average W/O closure time; system runtimes for water, sewer and trash pickups;
      - Financials – pie graphs; comparison graphics; Eaton comparison to comparable towns
      - Cemetery – quantitative metrics
      - Voting participation
  - Years 3-4
    - Brown's Farm progress
    - Water Master Plan progress report/timeline
    - Wastewater Plan progress report/timeline

- **Sustain a Safe Community**
  - Ongoing MM's
    - Regular and quarterly Community Engagement & Incident Reporting
    - Capital & equipment replacement (right tools) (useful life)
    - Internal and Interagency Training & Facility

- Year 1-2
    - Conduct a traffic study in school zones and slower traffic/speeds
    - Transportation Master Plan

  Years 3-5
    - Implement consistent speeds/multi-model
    - Review development code for built infrastructure (end of year)

Ensure Generational Needs are Met

Year 1

- Conduct targeted & smaller surveys to determine which generational needs should be prioritized.
- Research County & Partnership resources
- Leverage partnerships with regards to resources, infrastructure & social

Summary

Eaton's Town Board is to be commended for moving through a proven process that strengthens culture and relationships while establishing a strategic vision for the future. After engaging in robust dialogue regarding "Aspirational Reputational Drivers" and "Pressing Needs of the City/Citizens" the Board created six (6) "Strategic Pillars" for the future of the town. "Mile-markers" were developed to support each pillar.

Recommendations

SGR recommends that the Board adopt these Strategic Pillars at a regular Board Meeting, and that the plan be reviewed regularly to determine what progress is being made and how the plan needs to be adjusted to keep it relevant. SGR recommends this report be used as an ongoing document—a working document to guide the Town in achieving these pillars. Refer often to what you have accomplished through your Strategic Visioning Process and as a part of your Town Administrator Search Process.

Regarding "Mile-markers" for your Pillars, consider asking your Interim Town Administrator to further develop these with staff. As the above depicted cycle of strategic planning recommends, these would be brought back to Board for evaluation and approval.

To facilitate the best governance environment and to maintain clarity on the roles of Board and Staff, it may be helpful to review the Town's current protocol for Board in engaging with staff and reaffirm their commitment to it.

TOWN OF EATON, COLORADO
RESOLUTION NO. 2022-25

RESOLUTION ADOPTING PILLARS FOR THE COMMUNITY

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, recognizing the strength and character of the Town and in appreciation of the valued citizens who reside in the Town, the Town Board desires to adopt guiding principles for the Town Board's conduct and for the community; and

WHEREAS, the Town Board finds that adoption of the guiding principles set forth below is in the best interests of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN BOARD OF THE TOWN OF EATON, COLORADO, THAT the following guiding principles are hereby adopted:

- Embrace Guided Growth;
- Maintain and Develop Premier Resources;
- Facilitate Engagement and a Sense of Community;
- Foster Trust through Transparency;
- Sustain a Safe Community; and
- Ensure Generational Needs are Met.

PASSED, SIGNED, APPROVED, AND ADOPTED this 20th day of October, 2022.

TOWN OF EATON, COLORADO

ATTEST:

By:_____
Margaret Jane Winter, Town Clerk

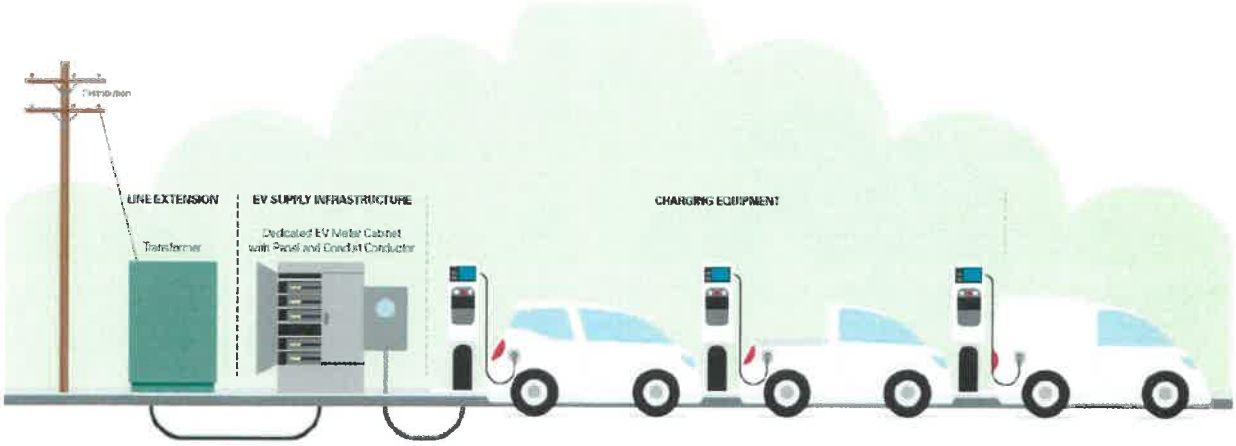
By:_____
Scott E. Moser, Mayor

THE TOWN OF EATON COLORADO	**Eaton Town Board**
	Agenda Item
TO: Town Board of Trustees	
FROM: Wesley LaVanchy	
DATE OF MEETING: 10/20/2022	
TITLE / SUBJECT: Agreement with Xcel for Electric Vehicle Charging Station	

DESCRIPTION

The Town of Eaton has been awarded a grant by Xcel to install and operate an electronic charging station in the parking lot owned by the Town that will be capable of charging two cars and will be ADA accessible. The cost of equipment, installation will be borne by Xcel who will be responsible for its maintenance. Xcel will set and establish rates of the use. This is a ten-year agreement post installation.

SUMMARY



Xcel will install and operate a dual port charging station in Eaton at their expense. This grant fall under the Xcel Energy DC Fast Charging Program under which Xcel Energy will procure, install, maintain, own and operate EV Supply Infrastructure and Xcel Energy Owned Charging Equipment to support EV charging by EV Drivers at the Site Host Location.

KEY POINTS

- Xcel Energy is to own, operate, and maintain, at its own expense, the EV Supply Infrastructure and Xcel Energy Owned Charging Equipment at the Site Host Location for the Term of this Agreement.

- Xcel Energy will install the EV Supply Infrastructure and Xcel Energy Owned Charging Equipment
- Responsible cost means the total costs and expenditures incurred by Xcel Energy to procure, design, construct, and install the EV Supply Infrastructure at the site including but not limited to costs of labor, labor loading, materials, transportation, overhead, indirect allocated costs, any allowance for funds used during construction, and any other capital related expenditures.
- All Charging Equipment electric load will be separately metered from any other load served at the Site. Xcel Energy will pay for the power consumed by the EV Supply Infrastructure and Xcel Energy Owned Charging Equipment
- After installation of, and while Xcel Energy owns, the EV Supply Infrastructure and Xcel Energy Owned Charging Equipment, Xcel Energy will conduct emergency repairs on the EV Supply Infrastructure and Xcel Energy Owned Charging Equipment as needed.
- Xcel Energy will be responsible for the cost of purchasing and installing the EV Supply Infrastructure and Xcel Energy Owned Charging Equipment. Xcel Energy will also be responsible for all costs required for operating and maintaining the EV Supply Infrastructure and Xcel Energy Owned Charging Equipment.

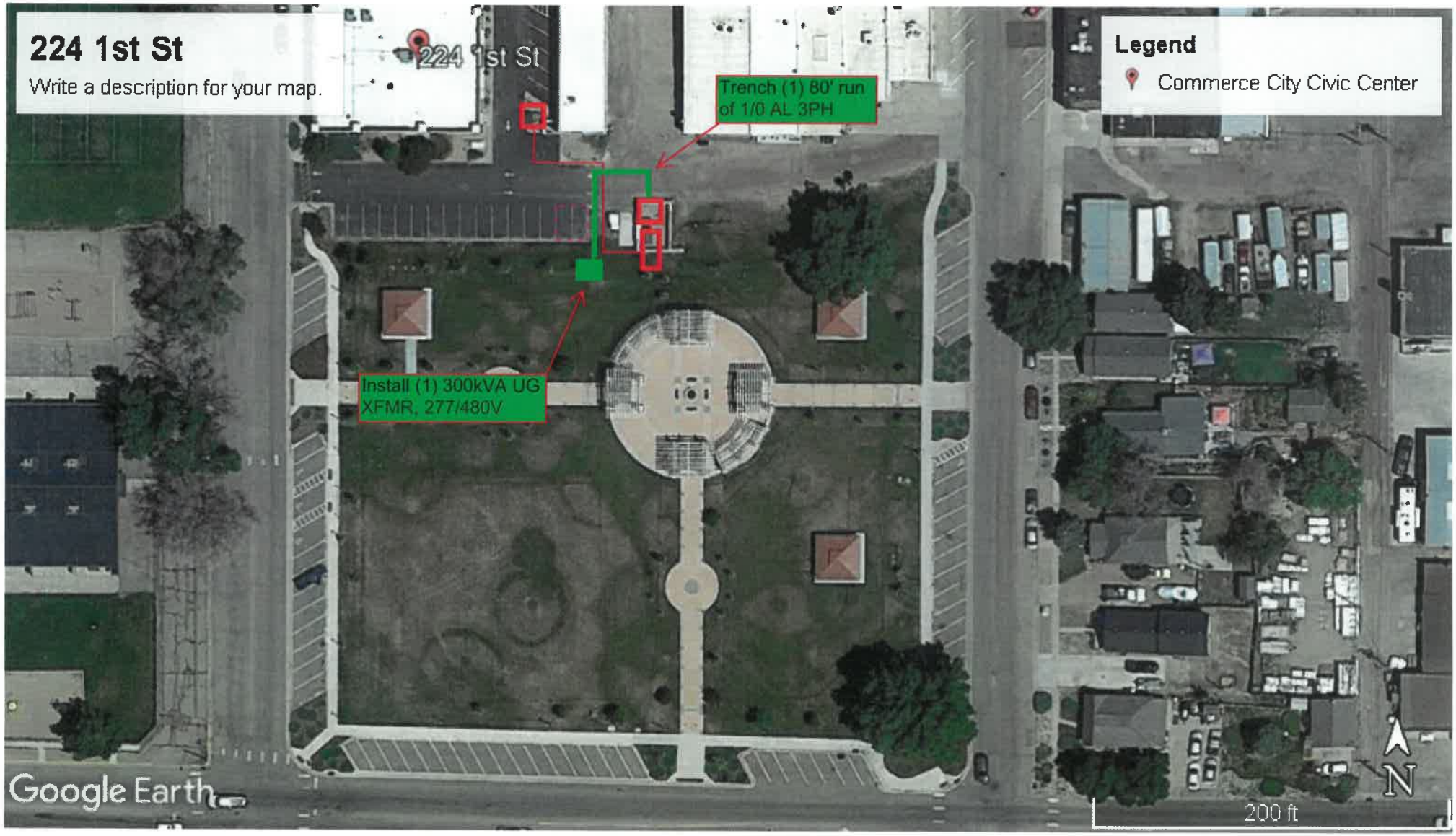
COST & BUDGET

There are no additional costs to the Town unless the Town terminates the agreement and takes possession of the equipment.

- "Infrastructure Buyout Amount" means an amount equal to the EV Supply Infrastructure Costs reduced by ten percent (10%) for each full calendar year between the In-Service Date and the date of termination of the Agreement.

RECOMMENDATION

- Staff recommends approving the agreement and to provide this amenity to the community.
- Alternatively, the Board could:
    - Decline to approve


224 1st St
Write a description for your map.
224 1st St
Trench (1) 80' run of 1/0 AL 3PH
Install (1) 300kVA UG XFMR, 277/480V
Legend
Commerce City Civic Center
Google Earth
200 ft
N

XCEL ENERGY DC FAST CHARGING SITE HOST AGREEMENT

THIS XCEL ENERGY DC FAST CHARGING SITE HOST AGREEMENT (the "Agreement"), is made on the date last executed ("Effective Date") by and between PUBLIC SERVICE COMPANY OF COLORADO, a Colorado corporation, doing business as Xcel Energy ("Xcel Energy"), 1800 Larimer Street, Denver, Colorado 80202, and _____ ("Site Host") having an address of _____. Customer and Xcel Energy may be referred to herein individually as a "Party" or collectively as the "Parties."

The Parties hereto, each in consideration of the promises of the other in this Agreement, agree as follows:

1. Definitions

- "Applicable Laws" means all applicable federal and state laws, codes, ordinances, rules, regulations, judgments, decrees, directives, guidelines, policy requirements, and orders of any governmental entity having jurisdiction over the electric vehicle ("Electric Vehicle" or "EV") the Program, the services set forth in this Agreement, the practices involved in the services set forth in this Agreement, or any work Xcel Energy or Customer performs relating to this Agreement.

- "Infrastructure Buyout Amount" means an amount equal to the EV Supply Infrastructure Costs reduced by ten percent (10%) for each full calendar year between the In-Service Date and the date of termination of the Agreement. By way of example only, if the Agreement is terminated eighteen (18) months after the In-Service Date, and Customer is required to pay the Infrastructure Buyout Amount in accordance with Section 5 of this Agreement, the Infrastructure Buyout Amount payable by Customer would be equal to ninety percent (90%) of the EV Supply Infrastructure Costs. In the event the Agreement is terminated by Customer under Section 5.1 or terminated by Xcel Energy for Customer's breach under Section 5.2.3 prior to the In-Service Date, the Infrastructure Buyout Amount shall equal the EV Supply Infrastructure Costs.

- "Site Host Location" means _____
  _____
  _____.

- "Dispute" means a disagreement between Xcel Energy and Site Host that arises under, or that relates to, the Agreement.

- "EV Driver" means an individual who uses the Charging Equipment at the Site Host Location to charge an Electric Vehicle.

- "EV Supply Infrastructure" means service panels, conduit, and wiring from the service connection to the charger stub. EV Supply Infrastructure also includes the line extension necessary to connect Xcel Energy's distribution system to the service connection and does not include the Charging Equipment.

- "EV Supply Infrastructure Costs" means the total costs and expenditures incurred by Xcel Energy to procure, design, construct, and install the EV Supply Infrastructure at the Site Host Location, including but not limited to costs of labor, labor loading, materials, transportation, overhead, indirect allocated costs, any allowance for funds used during construction ("AFUDC"), and any other capital related expenditures.

- "Facilities" means any privately, publicly, or cooperatively owned line, system, and/or other utility item that produces, transmits, or distributes communications, power, cable, television, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water not connected with highway drainage, signal systems, and other products or services that serve the public, and/or a privately-owned irrigation system. Any necessary appurtenances to each Facility are considered a part of the Facility.

- "In-Service Date" means the date that EV Supply Infrastructure and Xcel Energy Owned Charging Equipment at the Site Host Location has been installed, connected, tested, and is ready to use by EV Drivers. Following the installation and testing of the EV Supply Infrastructure, and Xcel Energy Owned Charging Equipment at the Site Host Location, the Parties will mutually agree upon and document the In-Service Date applicable to the Site Host Location.

- "Program" means the Xcel Energy DC Fast Charging Program under which Xcel Energy will procure, install, maintain, own and operate EV Supply Infrastructure and Xcel Energy Owned Charging Equipment to support EV charging by EV Drivers at the Site Host Location.

- "Xcel Energy Owned Charging Equipment" means the Charging Equipment which is supplied, installed, owned and operated by Xcel Energy at the Site Host Location.

2. Eligibility and Availability

2.1 To be eligible to participate in the Program and prior to Xcel Energy undertaking any Xcel Energy responsibility set forth in Section 4, Site Host must meet, and continue to meet during the Term, and will provide documentation acceptable to Xcel Energy evidencing that Site Host meets all the following requirements (the "Site Host Requirements"):

2.1.1 Qualify as a non-residential electric customer of Xcel Energy in Colorado;

2.1.2 Be located in a pre-approved geographic location as determined by Xcel Energy

2.1.3 Own or lease the Site Host Location

2.1.4 Provide express written consent, in a form acceptable to Xcel Energy in its sole discretion, from the owner of the Site Host Location to grant Xcel Energy the appropriate real property rights and continuous access to EV Supply Infrastructure and Xcel Energy Owned Charging Equipment, installed, owned, maintained and operated by Xcel Energy, including an easement signed by the owner of the Site Host Location, in the form attached hereto as Exhibit A;

2.1.5 All Charging Equipment electric load will be separately metered from any other load served at the Site Host Location;

2.2 To be eligible to receive EV Supply Infrastructure and Xcel Energy Owned Charging Equipment, Site Host must also provide documentation acceptable to Xcel Energy evidencing that the Site Host Location meets the following requirements (the "Site Host Location Requirements"):

2.2.1 Be located in Xcel Energy's electric service territory;

2.2.2 Be located in a pre-approved geographic location as defined by Xcel Energy

2.2.3 Meet Xcel Energy's minimum safety, accessibility, convenience, and reliability requirements;

2.2.4 Be able to provide a location acceptable to Xcel Energy, in Xcel Energy's sole determination, to deploy Xcel Energy Owned Charging Equipment in a cost-effective manner, based on factors such as proximity to transformers, length of trenching, available transmission and distribution capacity, and ease of access for EV Drivers, as determined by Xcel Energy in its sole discretion; and

3. Site Host Responsibilities

3.1 Site Host will comply with Xcel Energy's safety and technical specifications.

3.2 Site Host will assist in coordinating installation and maintenance of the EV Supply Infrastructure and Xcel Energy Owned Charging Equipment at the Site Host Location with Xcel Energy and its contractor(s), including any applicable Charging Equipment manufacturers, vendors, or subcontractors, who provide services in connection with installing and maintaining the EV Supply Infrastructure and Xcel Energy Owned Charging Equipment. This will include issuing or obtaining any necessary license and right to allow Xcel Energy and its contractor(s) access to the Site Host Location for the installation and maintenance of the EV Supply Infrastructure and Xcel Energy Owned Charging Equipment. Site Host will also meet regularly with Xcel Energy to review and coordinate time schedules and track EV Supply Infrastructure and Xcel Energy Owned Charging Equipment installation status.

3.3 Site Host will provide Xcel Energy with accurate and complete information in order to permit Xcel Energy to successfully install and complete the EV Supply Infrastructure and Xcel Energy Owned Charging Equipment for the Program.

3.4 After installation of both the Xcel Energy Owned Charging Equipment and EV Supply Infrastructure is completed, Site Host will make the Site Host Location where the Xcel Energy Owned Charging Equipment is situated available to EV Drivers for EV charging twenty-four (24) hours each day, seven (7) days each week and continue to operate business at the Site Host Location as described in Customer's Program application submitted to and approved by Xcel Energy. This includes ensuring that the parking spaces

designated for the use of the Xcel Energy Owned Charging Equipment are not used for general parking and are available at all times for EV Drivers to charge their EVs.

3.5 Site Host will promptly notify Xcel Energy or its charging network provider in the event Site Host becomes aware that the Xcel Energy Owned Charging Equipment or EV Supply Infrastructure fails to operate or otherwise requires repair.

3.6 In the case of total equipment failure of all or a portion of the EV Supply Infrastructure or Xcel Energy Owned Charging Equipment, that is caused by the Site Host or its employees, agents, or contractors, and not covered by a manufacturer's warranty, Site Host may either request that Xcel Energy replace the necessary equipment at Site Host's expense or terminate this Agreement pursuant to Section 5.1 and pay Xcel Energy the Infrastructure Buyout Amount as set forth in Section 5.3.

3.7 Site Host will maintain the area surrounding the EV Supply Infrastructure and Xcel Energy Owned Charging Equipment, including but not limited to, pavement maintenance, pruning of vegetation, snow removal, and the repair of security lighting.

4. Xcel Energy Responsibilities

4.1 Xcel Energy and/or qualified and competent contractors hired by Xcel Energy will prepare construction drawings ("Construction Drawings") for the EV Supply Infrastructure and Xcel Energy Owned Charging Equipment at location(s) within the Site Host Location determined by Site Host in coordination with Xcel Energy. The Construction Drawings will show the proposed EV Supply Infrastructure and Xcel Energy Owned Charging Equipment, and its location(s) within the Site Host Location. Prior to Xcel Energy commencing construction of the EV Supply Infrastructure, Customer will receive Construction Drawings.

4.2 Xcel Energy will prepare and coordinate the EV Supply Infrastructure and Xcel Energy Owned Charging Equipment, installation schedule ("Installation Schedule") with designated Site Host staff as to minimize disruption to Site Host's operations. Xcel Energy will also meet regularly with Site Host staff to review and coordinate time schedules and track EV Supply Infrastructure and Charging Equipment installation status. Prior to Xcel Energy commencing construction of the EV Supply Infrastructure and Xcel Energy Owned Charging Equipment, Site Host must approve the Installation Schedule. Once approved, the Installation Schedule may be modified only with the mutual consent of both Parties.

4.3 Xcel Energy will install the EV Supply Infrastructure and Xcel Energy Owned Charging Equipment, pursuant to the Installation Schedule and consistent with the Construction Drawings in a good and workmanlike manner, with qualified and competent contractors, in compliance with all applicable codes and engineering standards, and in compliance with all Applicable Laws.

4.4 Except as otherwise provided in this Agreement, Xcel Energy will retain title and ownership of the EV Supply Infrastructure and Xcel Energy Owned Charging Equipment, once installation and commissioning are completed. Site Host shall acquire no right, title, or interest in any portion of the work performed by Xcel Energy or Xcel Energy's

equipment, EV Supply Infrastructure, Xcel Energy Owned Charging Equipment, or Facilities unless transferred to Site Host under the provisions in Section 5. The work constructed and installed by Xcel Energy shall be and remain the personal property of Xcel Energy, shall not be considered a fixture of the property, shall not attach to the realty, and shall not be alienable or lienable by Site Host or any third party for the Term of this Agreement, and Site Host shall not allow lien claims, third-party interest, or any encumbrances to be placed on the work, EV Supply Infrastructure, and/or Xcel Energy Owned Charging Equipment. Xcel Energy shall not permit any mechanics' or other liens to be placed on Site Host Location during the Term of this Agreement caused by or resulting from any work performed, materials, or supplies furnished by or at the request of Xcel Energy or its contractors.

4.5 Xcel Energy shall own, operate, and maintain, at its own expense, the EV Supply Infrastructure and Xcel Energy Owned Charging Equipment at the Site Host Location for the Term of this Agreement, unless terminated earlier as provided herein. Xcel Energy may engage one or more third-party contractors to complete its obligations under this Agreement. Xcel Energy shall not knowingly award contracts to contractors who have been or are suspended or debarred by the State of Colorado or the United States. Xcel Energy shall be responsible for supervising any third-party contractor it chooses to retain.

4.6 After installation of, and while Xcel Energy owns, the EV Supply Infrastructure and Xcel Energy Owned Charging Equipment, Xcel Energy shall conduct emergency repairs on the EV Supply Infrastructure and Xcel Energy Owned Charging Equipment on an as needed basis in accordance with the following:

4.6.1 Requests for emergency repairs can be made by Site Host or Xcel Energy staff.

4.6.2 Site Host's requests for repair shall be made via telephone, email, or text message to an agreed-upon third party or representative at Xcel Energy.

4.6.3 All emergency repairs shall be completed by qualified technicians selected by Xcel Energy.

4.6.4 Emergency repair service calls shall begin with inspection of malfunctioning EV Supply Infrastructure or Xcel Energy Owned Charging Equipment, as applicable, a diagnosis of the potential issue, and an expected time required for repair.

4.6.5 Xcel Energy shall use commercially reasonable efforts to repair the EV Supply Infrastructure or Xcel Energy Owned Charging Equipment, as applicable, in a timely manner.

4.7 After installation of, and while Xcel Energy owns the EV Supply Infrastructure and Xcel Energy Owned Charging Equipment, Xcel Energy may inspect the EV Supply Infrastructure and Xcel Energy Owned Charging Equipment at the Site Host Location for general wear or malfunction on a periodic basis as determined by Xcel Energy.

4.8 Xcel Energy shall be responsible for the cost of purchasing and installing the EV Supply Infrastructure and Xcel Energy Owned Charging Equipment. Xcel Energy shall also be responsible for all costs that Xcel Energy, in its sole discretion, deems reasonably required for operating and maintaining the EV Supply Infrastructure and Xcel Energy Owned Charging Equipment. All payments for this EV Supply Infrastructure and Xcel Energy Owned Charging Equipment will be made directly by Xcel Energy to the third-party contractor retained to complete the work, and Xcel Energy will have no financial obligation for any payments to Site Host.

4.9 In the case of total equipment failure of all or a portion of the EV Supply Infrastructure and/or Xcel Energy Owned Charging Equipment that is caused by Xcel Energy, or its employees, agents, or contractors, and not covered by a manufacturer's warranty, Xcel Energy may either replace the necessary equipment at Xcel Energy's expense or terminate this Agreement pursuant to Section 5.1.

4.10 Xcel Energy may charge EV Drivers for the use of the Xcel Energy Owned Charging Equipment and will determine, in its sole discretion, the rates charged to EV Drivers per Colorado Public Utility Commission (the "Commission") Docket 21AL-0494E. Xcel Energy will process all payments and collect all revenues from charging that occurs at Xcel Energy Owned Charging Equipment. Site Host shall not be entitled to any payment or revenues generated from the use of the Xcel Energy Owned Charging Equipment.

4.11 Xcel Energy will pay for the power consumed by the EV Supply Infrastructure and Xcel Energy Owned Charging Equipment.

5. Term and Termination

5.1 This Agreement shall be effective upon the Effective Date. The term of this Agreement (the "Term") shall be from the Effective Date until ten (10) years following the In-Service Date. Subject to Section 5.3, either Party may terminate this Agreement for any reason or no reason, without cause, at any time by providing the other Party sixty (60) Calendar Days prior written notice. If Xcel Energy terminates this Agreement pursuant to this Section 5.1 for a reason other than Site Host's material breach of Site Host's obligations under this Agreement, Xcel Energy shall transfer title of the EV Supply Infrastructure to Site Host without any payment from Site Host, including the Infrastructure Buyout Amount, and the EV Supply Infrastructure will be deemed abandoned in place in "**AS IS**" condition, without any warranty (express or implied) by Xcel Energy. Upon termination, Xcel Energy Owned Charging Equipment will be removed by Xcel Energy at its own expense.

5.2 Either Party may terminate this Agreement if the other Party materially breaches any of its obligations under the Agreement, in accordance with the following:

5.2.1. Prior to termination pursuant to this Section 5.2, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within thirty (30) days of the notice (or if the breach is not one that can be reasonably cured within thirty (30) days and if the breaching Party is not working diligently to cure such breach), then the Party giving the notice may

terminate the Agreement without reference to Section 5.1 at any time thereafter by giving a written notice of termination.

5.2.2. If Site Host terminates pursuant to this Section 5.2 for Xcel Energy's material breach of the Agreement, as Site Host's sole and exclusive remedy, Xcel Energy shall transfer title of the EV Supply Infrastructure to Site Host, without any payment from Site Host, including the Infrastructure Buyout Amount set forth in Section 5.3, and the EV Supply Infrastructure will be deemed abandoned in place in "**AS IS**" condition, without any warranty (express or implied) by Xcel Energy.

5.2.3. If Xcel Energy terminates pursuant to this Section 5.2 for Site Host's material breach of the Agreement, Site Host shall pay the Infrastructure Buyout Amount, and when such fee is paid, Xcel Energy shall transfer title of all EV Supply Infrastructure to Site Host on an "**AS IS**" basis, without any warranty (express or implied).

5.2.4. A Party terminating this Agreement pursuant to this Section 5.2 does not waive its rights to any remedy at law or in equity for a material breach of the Agreement.

5.3 Should (a) Site Host terminate this Agreement for any reason other than pursuant to the provisions of Section 5.2.2 for Xcel Energy's material breach of its obligations hereunder, or (b) Xcel Energy terminate this Agreement pursuant to the provisions of Section 5.2.3 for Site Host's material breach of its obligations hereunder, Site Host will be charged and Site Host will pay to Xcel Energy the Infrastructure Buyout Amount. The Infrastructure Buyout Amount, if applicable, will be due and payable by Site Host thirty (30) days following the termination of the Agreement. Upon payment of the Infrastructure Buyout Amount, Xcel Energy will transfer title of the EV Supply Infrastructure to Site Host on an "**AS IS**" basis, without any warranty (express or implied).

5.4 At least one hundred and eighty (180) Calendar Days prior to the end of the Term of this Agreement, the Parties shall endeavor to negotiate a mutually agreeable plan for the EV Supply Infrastructure and Xcel Energy Owned Charging Equipment that will commence at the end of the Term of this Agreement, including but not limited to the following:

5.4.1 Extension of the Term of this Agreement for a mutually agreed period of time with the default extension option being 5 years;

5.4.2 Upon expiration of the Term, Xcel Energy transfers the title to the EV Supply Infrastructure to Site Host in "**AS IS**" condition, without any warranties (express or implied) by Xcel Energy; or

5.4.3 Upon expiration of the Term, Xcel Energy removes, at Site Host's expense, the portion of the EV Supply Infrastructure that is above ground, restoring the Site Host Location to original conditions or any other conditions agreed upon by the Parties, and Xcel Energy shall transfer title of the remaining portion of the EV Supply Infrastructure that is not above ground to Site Host, without any

payment from Site Host, and the Remaining EV Supply Infrastructure will be deemed abandoned in place in "**AS IS**" condition, without any warranty (express or implied) by Xcel Energy.

5.5 If, at the end of the Term of the Agreement, the Parties have not come to a mutual agreement pursuant to Section 5.4 above, the Term of the Agreement shall continue until the Parties are able to come to a mutual agreement or until either Party unilaterally terminates the Agreement pursuant to Section 5.1.

5.6 Upon termination or expiration of the Agreement, Xcel Energy will remove any Xcel Energy Owned Charging Equipment from the Site Host Location at no cost to Site Host.

5.7 Upon termination or expiration of the Agreement, to the extent Site Host takes ownership of the EV Supply Infrastructure, Site Host assumes the responsibility of maintaining the EV Supply Infrastructure, and in order to continue receiving electric service, Site Host must take electric service pursuant to a tariff for which the Site Host is then eligible.

6. Warranties, Indemnification, and Limitation of Liability

6.1 Site Host represents and warrants that: (i) the execution, delivery, and performance of the Agreement has been duly authorized by all requisite action on the part of Site Host, and Site Host has full power and authority to grant the rights and licenses granted by the Agreement to Xcel Energy; (ii) this Agreement constitutes the legal, valid, and binding obligation of Site Host; (iii) Site Host is and will remain duly licensed, authorized or qualified to do business, and in good standing; and (iv) Site Host is and will remain in compliance with all Applicable Laws applicable to Site Host in connection with performance under this Agreement.

6.2 Xcel Energy, itself or through its contractor(s), shall perform the installation of the EV Supply Infrastructure and the Xcel Energy Owned Charging Equipment, as applicable, in a safe and professional manner in accordance with all Applicable Laws. **EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 6.2, XCEL ENERGY MAKES OR PROVIDES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AGAINST INFRINGEMENT, WITH RESPECT TO THE WORK TO BE PERFORMED, SERVICES TO BE PROVIDED, OR EV SUPPLY INFRASTRUCTURE OR XCEL ENERGY OWNED CHARGING EQUIPMENT TO BE DELIVERED UNDER THIS AGREEMENT. IN THE EVENT TITLE TO EV SUPPLY INFRASTRUCTURE OR XCEL ENERGY OWNED CHARGING EQUIPMENT IS TRANSFERRED TO SITE HOST IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT, THE EV SUPPLY INFRASTRUCTURE AND XCEL ENERGY OWNED CHARGING EQUIPMENT IS PROVIDED "AS IS" AND WITH NO WARRANTY OF ANY KIND. XCEL ENERGY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

6.3 **IN NO EVENT, WHETHER BASED ON CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL XCEL ENERGY BE LIABLE TO SITE HOST AND ITS AGENTSCONTRACTORS AND EMPLOYEES, FOR SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR REVENUE.**

6.4 Subject to the limitations contained in this Agreement, each Party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by Applicable Laws and shall not be responsible for the acts of the other Party and the results thereof. Notwithstanding the foregoing, to the fullest extent allowed by Applicable Laws, Site Host shall, at its own expense, defend, indemnify, and hold Xcel Energy harmless from and against any claims, lawsuits, liability, losses, damages, or expenses (including attorney's fees) arising out of, resulting from, or in any way connected with the: (i) breach of any warranty set forth in Section 6.1; or (ii) the breach of Sections 2.1.4 and 3.2.

6.5 In no event will Xcel Energy be liable to Site Host for any claims, expenses, losses, damages, or lawsuits arising out of any interruptions or disturbances in electric service. Except as described in this section, Xcel Energy's liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from this Agreement, or from performance or breach thereof, shall in no case exceed the total dollar amount for the specific work giving rise to the claim.

7. General Terms

7.1 *No Third-Party Beneficiary*. This Agreement is between the Parties and creates no third-party beneficiaries. Nothing in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect, or otherwise, to third parties unless third persons are expressly described as intended to be beneficiaries of its terms.

7.2 *Assignment Prohibited*. Site Host shall not assign the Agreement, or any part thereof, nor delegate in whole or in part, its responsibilities hereunder, without the prior written consent of Xcel Energy. Unless otherwise agreed to in writing by Xcel Energy, no assignment will release or discharge Site Host from any obligations under the Agreement. Any prohibited assignment or delegation shall be null and void.

7.3 *Legal Compliance*. The Parties shall comply with all Applicable Laws. Each Party shall monitor its agents, contractors, and employees for the purposes of ensuring compliance with all Applicable Laws. If any change in circumstances or law will affect a Party's performance under this Agreement, that Party shall notify the other Party of the change in circumstances or law at the earliest reasonable opportunity, and the Parties will negotiate in good faith to modify the Agreement to take into account the changed circumstance or law.

7.4 *Dispute Resolution*. In the event of any Dispute arising out of or relating to this Agreement, the complaining Party shall provide written notice of the Dispute to the other Party. The Dispute notice shall describe the facts surrounding the Dispute in sufficient detail to apprise the other Party of the nature of the Dispute.

Xcel Energy and Site Host shall attempt in good faith to settle all Disputes through the negotiation process set forth in this Section. To this effect, unless otherwise agreed, Xcel Energy and Site Host shall conduct at least one face-to-face meeting between the designated representatives from both Parties in an attempt to reach a solution that is satisfactory to both Xcel Energy and Site Host. Such a meeting shall take place within seven (7) Calendar Days following delivery of a Dispute notice. If that meeting does not

resolve the Dispute, Xcel Energy and Site Host shall have executive level leadership from both Parties meet and attempt to resolve the Dispute.

If Xcel Energy and Site Host fail to resolve a Dispute in accordance with this Section, either Party may, subject to Section 7.5, proceed to a court of competent jurisdiction and may, subject to any limitation set forth herein, pursue any remedies available to it at law or in equity.

7.5 *Applicable Law and Venue*. This Agreement shall be interpreted in accordance with the laws of the State of Colorado. Venue for all legal proceedings arising out of or relating to this Agreement or breach thereof shall be in the state or federal court with competent jurisdiction in Denver County, Colorado.

7.6 *Non-Waiver*. The failure of either Party at any time to insist upon the strict performance of any or all of the terms, conditions, and covenants in this Agreement shall not be deemed a waiver by that Party of any subsequent breach or default in the said terms, conditions, or covenants by the other Party.

7.7 *Complete Agreement*. This Agreement constitutes the complete and exclusive understanding of the Parties concerning its subject matter. This Agreement supersedes all prior agreements, representations, understandings, and communications, written or oral, between the Parties as to the subject matter of this Agreement.

7.8 *Amendments*. The terms of this Agreement may be changed, amended or modified only by mutual signed agreement of the Parties.

7.9 *Consent to Disclose*. Site Host consents to Xcel Energy's disclosure of the existence, terms, and status of this Agreement consistent with Commission data privacy requirements. Site Host further acknowledges that pursuant to Section 3.7 of this Agreement, Xcel Energy may disclose any information and documents Site Host provides to Xcel Energy pursuant to this Agreement. Site Host also consents to Xcel Energy's disclosure of any information concerning the EV Supply Infrastructure and related services provided to Site Host that Xcel Energy has in its possession, including "Site Host data" as defined by Commission rules, to address Xcel Energy's reporting requirements in Commission proceedings, including without limitation those established in Proceeding No. 20A-0204E. To the extent the Commission requires any additional written consent from Site Host for disclosure of such information, Site Host agrees to cooperate with any such request by Xcel Energy. Without limiting the foregoing, by signing this Agreement and participating in the Program, the Site Host consents and authorizes Xcel Energy to provide the Site Host's information related to the Agreement or the Program to third parties, including but not limited to the Colorado Energy Office and the Regional Air Quality Council, for the purpose of administering the Program, coordinating with other third parties offering EV programs and ensuring that the Program participants are not receiving funding multiple times for the same equipment and/or costs.

7.10 *Property of Xcel Energy*. All reports, drawings, plans, specifications, calculations, studies, software programs, tapes, models, and memoranda, if any, assembled or prepared by Xcel Energy or Xcel Energy's affiliates, independent professional associates, agents, consultants, contractors, or subcontractors pursuant to this Agreement are instruments

of service in respect of the Agreement, and Xcel Energy shall retain all ownership and property interest therein. Site Host may make and retain copies for information and reference in connection with the Program, provided, however, that it is understood and agreed that such documents are not intended to be re-used by Site Host or others on extensions of the Program or on any other project or for any other purpose other than as expressly set forth in this Agreement, and Site Host shall not re-use or disclose to any third party all or any portion of such work product without the express prior written consent of Xcel Energy, which consent shall not be unreasonably withheld.

7.11 The Parties are independent contractors. Nothing in this Agreement or in the activities contemplated by the Parties hereunder shall be deemed to create an agency, partnership, employment, or joint venture relationship between the Parties or any of their representatives. Neither Party is an agent of the other nor has the authority to represent the other as to any matters. Site Host is responsible for the safety of its respective agents, employees, and other representatives. Xcel Energy in no way assumes any of the duties, obligations, or liabilities attributed to Site Host under the Agreement.

7.12 Those provisions of this Agreement which would require that they survive termination of the Agreement in whole or part in order to give them full force and effect will survive the termination of the Agreement, regardless of the date, cause, or manner of the termination. Xcel Energy's right to retain any Data collected in connection with the Program shall survive termination. In addition, all rights of action arising from or related to the Agreement that accrue during the Term of the Agreement, and any remedies for such claims, both legal and equitable, will survive such termination.

7.13 *Branding and Consumer Education*. The Parties agree to discuss opportunities for Xcel Energy branding, Consumer outreach and education efforts related to the benefits of electric vehicles, and implementation of renewable energy in connection with the Program.

7.14 *Taxes on Sale of EV Supply Infrastructure and/or* Xcel Energy Owned Charging Equipment. If Xcel Energy sells the EV Supply Infrastructure to Site Host for an amount equal to the Infrastructure Buyout Amount for such EV Supply Infrastructure and/or Xcel Energy Owned Charging Equipment and Site Host purchases the same, then Xcel Energy will deliver to Site Host a Bill of Sale with a purchase price equal to the Infrastructure Buyout Amount for such EV Supply Infrastructure and/or Xcel Energy Owned Charging Equipment. Site Host further agrees that, in accordance with federal and state laws in effect at the time of the sale of the EV Supply Infrastructure and/or Xcel Energy Owned Charging Equipment from Xcel Energy to Site Host: (i) Site Host shall be responsible for and shall pay transfer taxes, either directly to a taxing authority or to Xcel Energy, as required by law, related to the Infrastructure Buyout Amount as stated on the Bill of Sale; and (ii) Xcel Energy agrees to complete a Form W-9 "Request for Taxpayer Identification Number and Certification" in the event of such sale.

7.15 *Notice*. Any notice required or permitted by this Agreement shall be deemed given (i) when delivered by hand, (ii) on the next Working Day after being sent by a reputable overnight courier service for next Working Day delivery, or (iii) on the third Working Day

after being sent by prepaid United States mail, return receipt requested, in each case to the Party at the address specified as follows:

Site Host: _____

_____

_____

_____

Xcel Energy: _____

_____

_____

evapplications@xcelenergy.com

Either Party may change its address for notice purposes by giving the other Party prior written notice of the new address and the date upon which the change will be effective.

7.16 *Electronic Signature and Electronic Records*. Both Parties consent to the use of electronic signatures. The Agreement and any other documents requiring signature hereunder may be signed electronically by either Party. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

7.17 *Taxes on Sale of EV Supply Infrastructure and/or Xcel Energy Owned Charging Equipment*. If Xcel Energy sells the EV Supply Infrastructure and/or the Xcel Energy Owned Charging Equipment to Customer for an amount equal to the Infrastructure Buyout Amount and/or Xcel Energy Owned Charging Equipment Buyout Amount for such EV Supply Infrastructure and/or Xcel Energy Owned Charging Equipment and Customer purchases the same, then Xcel Energy will deliver to Customer a Bill of Sale with a purchase price equal to the Infrastructure Buyout Amount and/or Xcel Energy Owned Charging Equipment Buyout Amount for such EV Supply Infrastructure and/or Xcel Energy Owned Charging Equipment. Customer further agrees that, in accordance with federal and state laws in effect at the time of the sale of the EV Supply Infrastructure and/or Xcel Energy Owned Charging Equipment from Xcel Energy to Customer: (i) Customer shall be responsible for and shall pay transfer taxes, either directly to a taxing authority or to Xcel Energy, as required by law, related to the Infrastructure Buyout Amount and/or Xcel Energy Owned Charging Equipment Buyout Amount as stated on the Bill of Sale; and (ii) Xcel Energy agrees to complete a Form W-9 "Request for Taxpayer Identification Number and Certification" in the event of such sale. Notwithstanding any other term or condition of this Agreement, Customer is not

liable for the payment of interest, taxes, late charges, or penalties of any nature, except for any additional amounts that the Customer may be required to pay under Applicable Laws. Xcel Energy agrees to accept a properly completed and valid exemption certificate(s) for any taxes that may otherwise be due upon the sale. Customer remains liable for taxes on the sale unless and until such properly completed and valid documentation has been provided to Xcel Energy and remains liable for interest, penalties and late charges relating to any taxes when such additional charges are caused by Customer's failure to provide exemption documentation or prompt payment of any taxes actually due.

8. Appropriation.

8.1 *Subject to Annual Appropriation.* Consistent with Article X, Section 20 of the Colorado Constitution, any financial obligation of the Customer not performed during the current fiscal year is subject to annual appropriation, and thus any obligations of the Customer hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory charge requirement, debt or liability beyond the current fiscal year. Notwithstanding anything to the contrary, it is the intent of the Parties that if the Customer is obligated to pay the Infrastructure Buyout Amount, that such obligation is not a charge requirement, debt or liability beyond the current fiscal year.

8.2 *Appropriation Requirement Amount.* Prior to Xcel Energy beginning construction on the EV Supply Infrastructure, Customer shall provide Xcel Energy documentation acceptable to Xcel Energy evidencing the Customer has fully appropriated adequate present cash reserves in an amount equal to the EV Supply Infrastructure Costs up to a maximum of $_____ ("Appropriation Requirement Amount") through the end of the then-current fiscal year. The officer of Customer at any time charged with the responsibility of formulating budget proposals impacting this Agreement shall include in the annual budget proposal submitted to the applicable budget approval authority, in any year during which this Agreement is in effect, the Appropriation Requirement Amount. In the event that Customer fails to appropriate in full the Appropriation Requirement Amount in its final budget for the next fiscal year before the end of the current fiscal year for which the Appropriation Requirement Amount was fully appropriated during the Term, this Agreement will immediately and automatically terminate on the last day of Customer's fiscal year in which the Appropriation Requirement Amount was fully appropriated, Customer shall notify Xcel Energy within ten business days of such failure to appropriate, and the Infrastructure Buyout Amount will become due and payable immediately upon such termination. However, a failure to notify will not excuse Customer's obligation to pay the Infrastructure Buyout Amount. Upon Xcel Energy's receipt of payment of the Infrastructure Buyout Amount, Xcel Energy shall transfer title of all EV Supply Infrastructure to Customer on an "**AS-IS**" basis, without any warranty of any kind, express or implied.

IN WITNESS WHEREOF, each of the undersigned is duly authorized and directed to sign this Agreement.

[Insert Site Host Name]

By_____ Date: _____

Name _____

Title_____

Public Service Company of Colorado, d/b/a Xcel Energy

By_____ Date: _____

Name _____

Title_____

EXHIBIT A – FORM OF EASEMENT
After recording return to:
Public Service Company of Colorado
Attn: Manager, Siting and Land Rights
Right of Way and Permits Department
1123 West 3rd Avenue
Denver, Colorado 80223

DIVISION:	ROW AGENT:	DOC. NO. _____
LOCATION:	DESCRIPTION AUTHOR:	PLAT/GRID NO:
	AUTHOR ADDRESS:	WO/JO/CREG NO:

ELECTRIC EASEMENT
PUBLIC SERVICE COMPANY OF COLORADO

The undersigned Grantor hereby acknowledges receipt of good and valuable consideration from PUBLIC SERVICE COMPANY OF COLORADO (Company), 1800 Larimer Street, Attn: Right-of-Way and Permits Dept., Denver, Colorado, 80202, in consideration of which Grantor(s) hereby grants unto said Company, its successors and assigns, a non-exclusive easement (**"Easement"**) for the transmission and distribution of electricity and related communication signals on, through, over, under, across, and along a course as said lines may be hereafter constructed in the following lands located in County of _____, State of Colorado, the easement being described as follows (**"Easement Area"**):

See Exhibit A and Exhibit B attached hereto and incorporated herein by this reference.

The easement is feet in width. The side boundary lines of the easement shall be lengthened and shortened as necessary to encompass a continuous strip of not less than the above width at all points on Grantor's property crossed by the above described easement and extending to the boundaries of adjacent properties.

Together with the right (i) to enter upon said premises, to survey, construct, install, operate, repair, remove, replace, reconstruct, alter, relocate, patrol, inspect, improve, enlarge, remove, maintain and use electric lines and related communication facilities, including towers, poles, and other supports; together with braces, guys, anchors, cross-arms, cables, conduits, wires, conductors, manholes, transformers, and other fixtures, devices, and appurtenances used or useful in connection therewith and all service panels, conduit, wiring, and associated fixtures and devices used or useful for the operation, service, and connection of electric vehicle charging equipment (collectively the **"Facilities"**) and related fixtures and devices, and (ii) to remove objects interfering therewith, including the trimming or felling of trees and bushes, and together with the right to use so much of the adjoining premises of Grantor during surveying, construction, maintenance, repair, removal, or replacement of said Facilities and related fixtures and devices as may be required to permit the operation of standard utility construction or repair machinery.

The Grantor reserves the right to use and occupy the Easement Area for any purpose consistent with the rights and privileges above granted and which will not interfere with or endanger any of the said Company's Facilities therein or use thereof. Such reservations by Grantor shall in no event include the right to erect or cause to be erected any buildings or structures upon the easement granted or to locate any mobile home or trailer units thereon. No other objects shall be erected, placed, or permitted to

remain on, under, or over the Easement Area, which will or may interfere with the Facilities installed on the Easement Area or interfere with the exercise of any of the rights herein granted. Grantor shall not, without the prior written approval of Company, alter the existing ground elevations or change the compaction of the soil on the Easement Area. No failure by Company to remove or otherwise raise an objection to any objects or improvements located or installed on the Easement Area by Grantor, shall be deemed to constitute consent on the part of Company to such improvements or objects, nor a waiver of Company's rights regarding removal of any such improvements or objects.

Grantor agrees to contact the Utility Notification Center of Colorado (1-800-922-1987), or any similar one-call utility line locator system which may replace or supplement it, at least four (4) business days (or such longer time if required by applicable law) prior to the commencement of construction or execution of the Easement Area to arrange for field locating of Facilities.

Grantor shall disclose to Company any waste materials that Grantor knows or reasonably suspects to be present in soils, water (surface or groundwater), vapors or air, whether on, in, above, migrating to, or under the Easement Area and any other information that would help Company assess the risks of working in the area. Grantor shall be responsible for any costs to manage, transport, or dispose of any waste materials that Company encounters during installation, relocation, or maintenance of the Facilities in the Easement Area. Company shall not assume, and Grantor shall retain its obligation to comply with all applicable environmental laws and regulations, including federal or state reporting requirements related to such waste materials.
In case of the permanent abandonment of the easement, all right, privilege, and interest granted shall terminate.

The work of installing and maintaining said lines and fixtures shall be done with care; the surface along the easement shall be restored substantially to its original level and condition.

The provisions of this Easement shall run with, be binding on and burden the Easement Area and shall bind and benefit the heirs, executors, administrators, personal representatives, successors, and assigns of Grantor and Company. The term "Grantor" includes the singular, plural, feminine, masculine and neuter.

Grantor warrants and represents that Grantor is the owner of the easement and has the right to sell, transfer, convey, confirm and grant this easement and the rights contained herein. This Easement is binding on Grantor, is not conditioned upon obtaining the consent of any third party, and is not subject to any mortgages or liens, except those for which Grantor has provided Grantee with a consent and subordination agreement, executed by such mortgagee or lienholder and attached hereto.

This Easement incorporates all agreements between the parties as to the subject matter of this Easement, and no prior representations or statements, verbal or written, shall modify, supplement or change the terms of this Easement. This Easement consists of the document entitled "Electric Easement", and Exhibit(s) containing a legal description and a sketch depicting the legal description, if referenced above or attached hereto, and if attached hereto, a Consent and Subordination. No other exhibit, addendum, schedule or other attachment (collectively "**Addendum**") is authorized by Company, and no Addendum shall be effective and binding upon Company unless executed by an authorized representative of Company.

Signed this ____ day of _,20___.

(Type or print name below each signature line with official title if corporation, partnership, etc.):

GRANTOR:

_____ _____

_____ _____

_____ _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

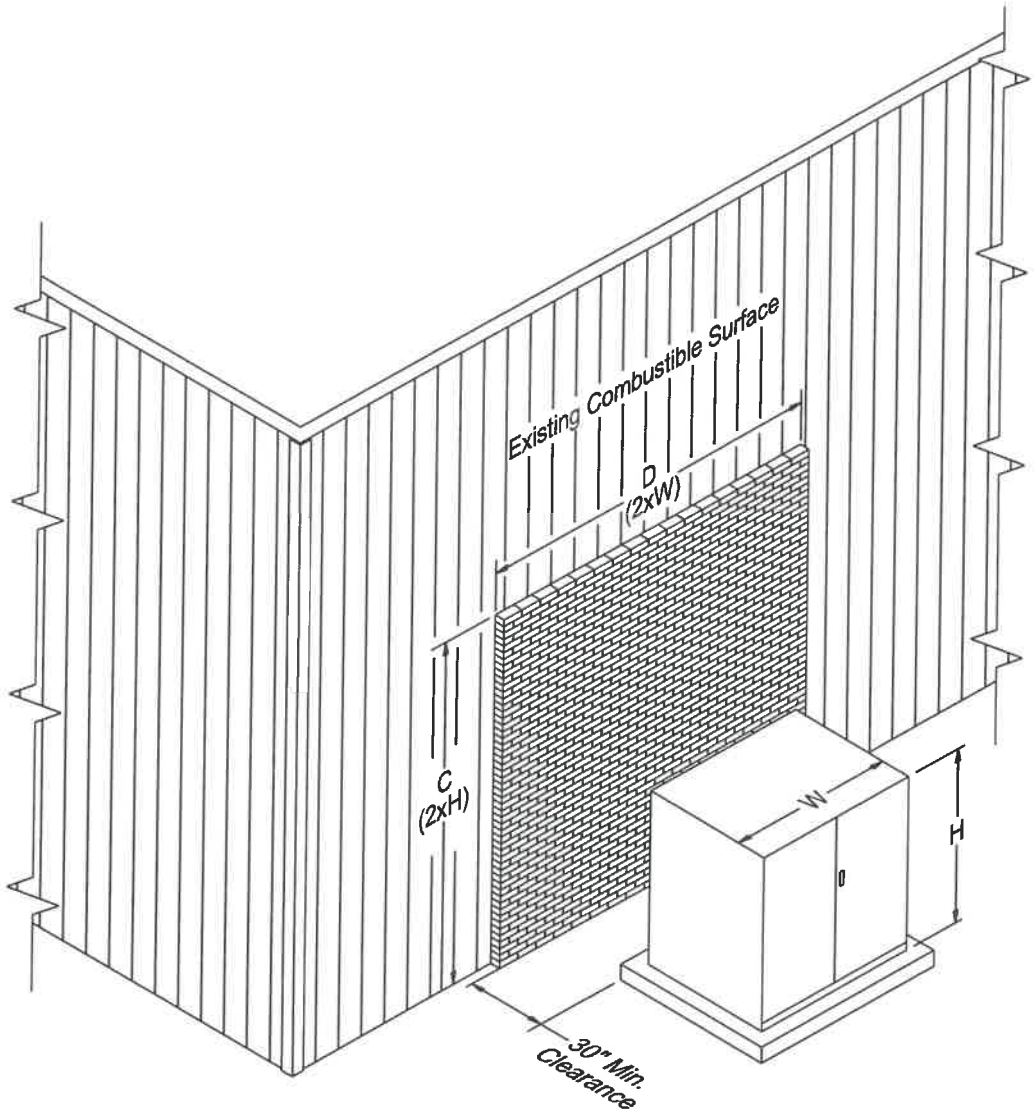
The foregoing instrument was acknowledged before me this ___ day of _____, 20___ by _____.

Witness my hand and official seal.

_____
Notary Public
My Commission expires:

DRAWING CR-30

CLEARANCES FOR OIL FILLED EQUIPMENT LOCATED NEAR BUILDINGS



Fire Resistant Barriers Attached Directly To Wall

In locations where basic clearances cannot be met, a fire resistant barrier shall be installed either by the customer or at the customer's expense to reduce the required clearance to combustible walls, doors air intakes or windows. The barrier shall be constructed of non-combustible material certified to have a 2 hour fire rating. It shall be of sufficient strength and have stability to resist tipping and satisfy local building ordinances. If a specific ruling regarding fire ratings is necessary, contact the local fire protection district. Engineering will coordinate the construction and location of the barrier, however the customer is responsible for all maintenance. The barrier will satisfy the following dimensional requirements:

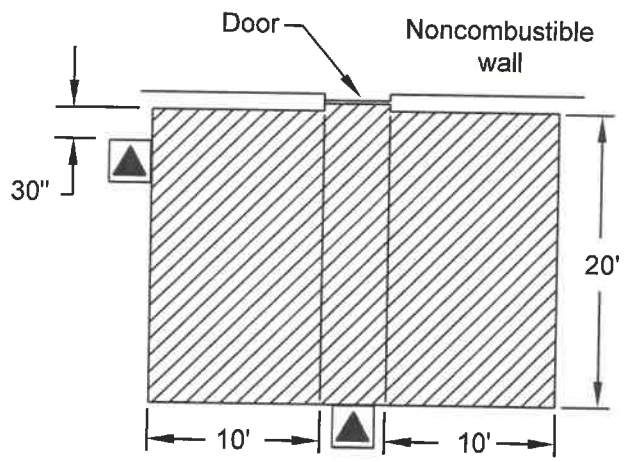
H = Height in inches of oil filled equipment.
W = Width in inches of oil filled equipment.
C = Height of barrier required to obtain a projected height of two times the height of the oil filled equipment on the building wall (2xH).
D = Width of barrier required to obtain a projected width of two times the width of the oil filled equipment on the building wall (2xW) .

DRAWING CR-30A

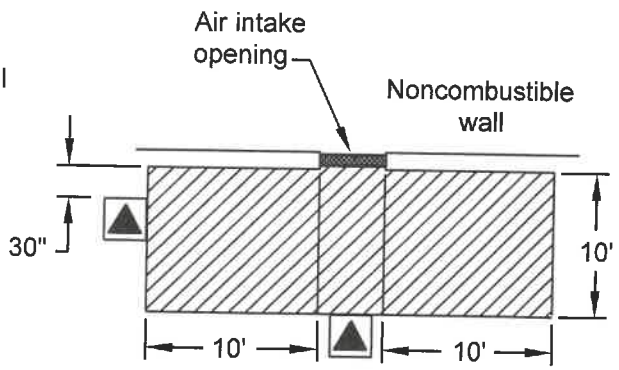
LOCATION OF PAD-MOUNTED TRANSFORMERS

I. NONCOMBUSTIBLE WALLS (Included in this class would be wood framed brick veneered buildings, metal clad steel framed buildings, asbestos-cement-board walled metal framed buildings and masonary buildings and masonary buildings with a one hour fire rating.)
Oil insulated, pad-mounted transformers may be located a minimum distance of 30" from noncombustible walls if all the following clearances are maintained from doors, windows, and other building openings. A sump shall be installed for transformers if the immediate terrain is not pitched away from the building. Contact Electric Standards for sump specifications. If a combustible first floor overhang exists, a 10' distance from the edge of the transformer to the edge of the overhang shall be required in addition to the other clearances shown.

A. DOORS
Oil insulated, pad-mounted transformers shall not be located within a zone extending 20' outward and 10' to either side of a building door.



B. AIR INTAKE OPENINGS
Oil insulated, pad-mounted transformers shall not be located within a zone extending 10' outward and 10' to either side of an air intake opening located within 10' of the ground. If the air intake opening is located more than 10' above the ground, the distance from the transformer to the opening shall be a minimum of 25'.

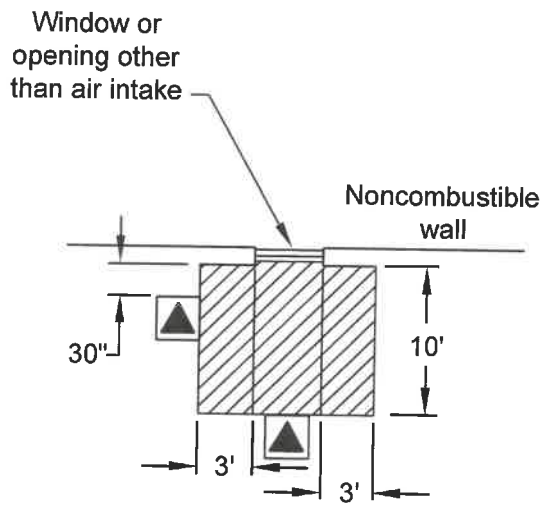


DRAWING CR-40

LOCATION OF PAD-MOUNTED TRANSFORMERS NEAR BUILDINGS

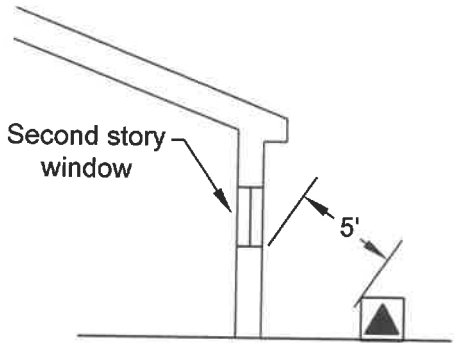
C. WINDOWS OR OPENINGS OTHER THAN AIR INTAKE

1. First Story
   Oil insulated pad-mounted transformers shall not be located within a zone extending 10' outward and 3' to either side of a building window or opening other than an air intake.



2. Second Story
   Oil insulated, pad-mounted transformers shall not be located less than 5' from any part of a second story window or opening other than an air intake.

   Oil filled equipment shall not be placed below an operating window on any floor. No exceptions will be made!

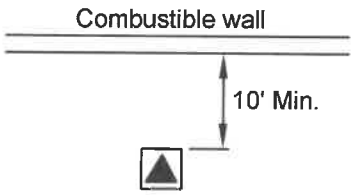


DRAWING CR-50

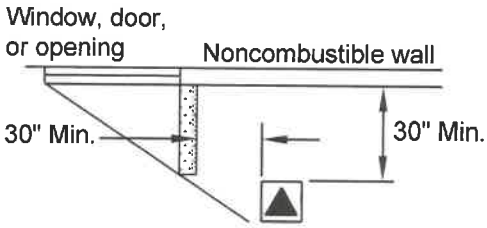
LOCATION OF PAD-MOUNTED TRANSFORMERS NEAR BUILDINGS

II. COMBUSTIBLE WALLS

(Included in this class would be wood buildings and metal clad buildings with wood frame construction.) Oil insulated, pad-mouted transformers shall be located a minimum 10' from the building wall in additon to the clearance from building doors, windows, and other openings set forth for noncombustible walls. A sump shall be installed for transformers if the immediate terrain is not pitched away from the building. Contact Customer Service and Technical Support for sump specifications. If a combustible first floor overhang exists, a 10' distance from the edge of the transformer to the edge of the overhang (combination of vertical and horizontal distance) shall be required in addition to the other clearances as shown.

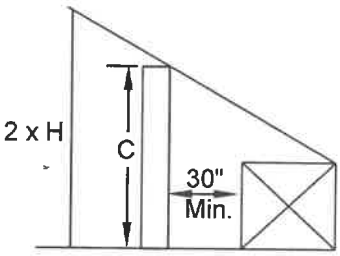


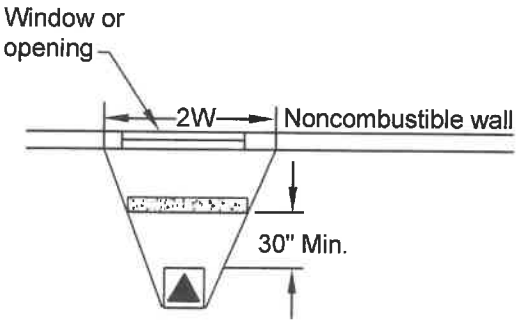
III. BARRIERS (Included in this class are reinforced concrete, brick, or concrete block barrier walls with a 3 hour fire rating.) If the clearance specified above cannot be obtained, a fire resistant barrier shall be constructed in lieu of the separation. The barrier (when required) is provided by the customer. The following methods of construction are acceptable.



A. NONCOMBUSTIBLE WALLS

The barrier shall extend to a projection line from the corner of the pad-mounted to the furthest corner of the window, door, or opening in question.



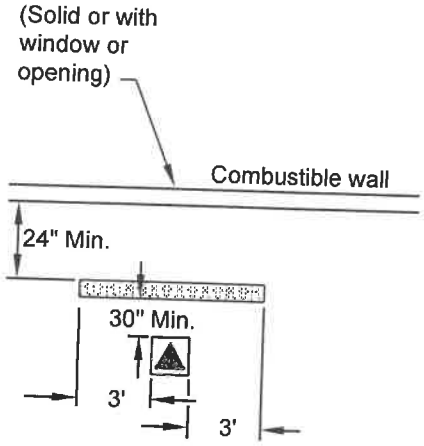


DRAWING CR-60

LOCATION OF PAD-MOUNTED TRANSFORMERS NEAR BUILDINGS

B. COMBUSTIBLE WALLS

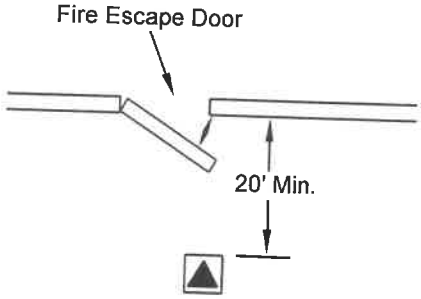
The barrier shall extend 3' beyond each side of the oil insulated, pad-mounted transformer. The height of the barrier shall be 3' above the top of the pad-mounted transformer. If a combustible first floor overhang exists, the 24" specified shall be measured from the edge of the overhang rather than from the building wall.



IV. FIRE ESCAPES

Oil insulated, pad-mounted transformers shall be located such that a minimum clearance of 20' is maintained from fire escapes at all times.

Exception: Oil insulated, pad-mounted transformers may be located closer to a fire escape than the 20' minimum when a fire resistant barrier is constructed around the transformer (side walls and roof). The barrier shall extend a minimumof 1' beyond the transformer. The transformer andbarrier shall not in any way obstruct the fire escape exit. 10' clearance is required in front of padmount transformer doors. Adequate transformer accessibility and ventilation must be provided. If transformer is installed underneath a fire escape, maintain 10' vertical clearance.



V. DECORATIVE COMBUSTIBLE ENCLOSURE

Decorative combustible enclosures (fence) installed by the customer around oil insulated, pad-mounted transformers adjacent to a combustible building wall shall not extend more than 24" beyond the transformer towards the combustible wall. 10' clearance required in front of pad-mounted transformer doors. Adequate transformer accessibility and ventilation must be provided.

VI. NONCOMBUSTIBLE AND COMBUSTIBLE WALLS - FIRE RESISTANT BARRIERS

The examples of combustible and noncombustible walls and fire resistant barriers obtained from March & McLennan Inc., Protection Consultants, and apply to building exposure to a fire located outside of the building.

Eaton Public Library Trustee Vacancy

BACKGROUND

Eaton Public Library currently has two vacant trustee positions and a third upcoming vacancy following the resignation of Dennie Kutcher, Board President effective November 3rd. This packet outlines the process used to fill these vacancies and the Library Board recommendations of candidates for the following uncompleted terms:

- John Isbell, term ending July 2024
- Shelley McLatchie, term ending August 2024
- Dennie Kutcher, term ending May 2026

Seven applications were received from candidates residing in the RE-2 school district boundaries, which also serves as Eaton Public Library's service area. Six candidates were scheduled for in-person interviews with the Library Trustee Vacancy committee and Library Director on August 16th and 17th. Applications were shared with the Library Board for review and discussion at the October 5th regular board meeting.

RECOMMENDATION

The Library Board recommends the following candidates for appointment:

- Andrew Chadwick
- Andrew Morehead
- Laura Van Wyck

Should one of the above candidates be unwilling or unable to serve, the Library Board recommends candidate Emily Wallen as an alternate.

RATIONALE

Andrew Chadwick is currently the Business Services Manager of Weld County. He holds an MBA in Human Resources, is a current board member of Northern CO Manufacturing Sector Partnership, a Special Olympics volunteer, and a Precious Child volunteer. Andrew has one child attending Eaton schools and one child who is a recent graduate from Eaton schools. Andrew was selected for his strong experience in mediation, connections to local community partners and businesses, and role as a parent in the Eaton community.

Andrew Morehead is a certified public accountant and is semi-retired, while still actively running a family publishing business. He has a degree in History/Economics and career experience in the state department, ranching, and financial planning. Andrew was past president of the Eaton Fire District and is currently Legislative Chair of the Public Accountants Society of Colorado. He has previously coached Eaton Varsity Boys Tennis and is fluent in multiple languages. Andrew was selected for his extensive professional experience in the financial and publishing industries, as well as his demonstrated service as a member and chair on numerous local, state and national boards.

Laura Van Wyck is a licensed therapist and social worker. She has an MA in International Political Economy and Development and a Masters of Social Work. Laura has worked with the New York Academy of Medicine, the Legal Aid Society and Rikers Island. She is a published poet, has volunteered as a youth tutor, and served as a past board member of a non-profit. Laura was selected for her commitment to serving others, significant social and emotional intelligence, and experience working with foundations.

Emily Wallen is a high school English teacher in Greeley and has been teaching for over 20 years. She has a Masters in Liberal Studies, has served as the department chair in two high schools, as district director of Rocky Mountain North National Speech and Debate District and has hosted the CO State Speech and Debate tournament. Emily was selected for her dedication to literacy and youth, her willingness to devote time and energy to the library and her skills in listening and debate.

Applications

Enclosed are applications for the following seven candidates:

- Andrew Chadwick
- Andrew Morehead
- Laura Van Wyck
- Emily Wallen
- Bailey Mrozinski
- Becca Mahoney
- Claire Tovrea

EATON PUBLIC LIBRARY

Library Advisory Board of Trustees Application

The mission of the Eaton Public Library is to provide professional library services and resources to meet the evolving educational, recreational, and informational needs of the public in an historical setting.

The Board ensures the library fulfills its mission by selecting and hiring a library director, developing library policy and strategic priorities, and recommending an annual budget. The Board meets the first Wednesday of each month at 5:30pm. Member attendance is required at monthly meetings as well as various work sessions, library events, trainings and other meetings throughout the year.

Name: Andrew Chadwick

Home Address: 5032 Prairie Lark Lane

City/State/Zip: Eaton, CO 80615

Phone: 970-405-3128

My home address is within the Eaton Public Library's service area as defined by the RE-2 School District Boundaries (*trustees must resided in this service area to qualify for consideration*): X Yes __No

Reason for seeking an appointment to the Eaton Public Library Advisory Board of Trustees:

Eaton is my community and I want to be of service to my community.

Employment and Education Summary:

MBA - Hurman Resources Management
Business Services Manager - Weld County
2021-Current
Human Resources - Weld County
2014-2021

Civic Involvement (*please list other boards and commissions you've served on, volunteer work, offices held, affiliations, etc.*):

Current Board Member of Northern Colorado Manufacturing Sector Partnership; Volunteer - Special Olympics Colorado; Volunteer - A Precious Child

Other information you would like to share for consideration (*skills, qualities, etc.*):

I'm happy to share my skills from more than 20 years in the business world, and education. I display integrity and am willing to roll up my sleeves and contribute to what needs to be done

Please list two references below (*name, relationship, contact information*):

1. CeCe Majchrowski - Workforce Deputy Director, Employment Services of Weld County

2. Paula Stipetich-Thomas - Human Resources, Weld County

Andrew Chadwick

Signature

For more information, please contact: Amber Greene, Eaton Public Library Director 970.673.7988

Please return this completed form Attention: Amber Greene, Library Director, Eaton Public Library, 132 Maple Ave, Eaton, CO 80615

Or return via email at agreene@eatonco.org

EATON PUBLIC LIBRARY

Library Advisory Board of Trustees Application

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Name: Andrew T. Morehead

Home Address: 807 Collins Street

City/State/Zip: Eaton, CO 80615

Phone: Office: 970-454-2208; Home: 970-454-3143; Cell: 970-381-7216

My home address is within the Eaton Public Library's service area as defined by the RE-2 School District Boundaries (*trustees must resided in this service area to qualify for consideration*): X Yes __No

Reason for seeking an appointment to the Eaton Public Library Advisory Board of Trustees:

When I moved to Eaton 30+ years ago from western Wyoming, the Eaton Library was probably the most welcoming institution I encountered. I am semi-retired and would like to contribute to the continued growth and success of the Library to the extent I can.

Employment and Education Summary:

See attached.

Civic Involvement (*please list other boards and commissions you've served on, volunteer work, offices held, affiliations, etc.*):

See attached

Other information you would like to share for consideration (*skills, qualities, etc.*):

As can be seen from my resume, I have had a life-long involvement with a family publishing company, and have experience with that industry and its practices, copyrights and other matters connected with it.

Please list two references below (*name, relationship, contact information*):

1. Mary Gibbs-Jimenez, 1336 Plains Court, Eaton, CO 80615, 970-534-2091, long-time friend and client

2. Audrey Clary, 110 Oak Avenue, Eaton, CO 80615, 970-413-1919, friend and former office neighbor

Signature

For more information, please contact: Amber Greene, Eaton Public Library Director 970.673.7988

Please return this completed form Attention: Amber Greene, Library Director, Eaton Public Library, 132 Maple Ave, Eaton, CO 80615

Or return via email at agreene@eatonco.org

Andrew T. Morehead

Education

High School: Trinity School
139 West 91st Street, New York, NY
Graduated - Class of 1957

College: Williams College, Williamstown, MA
Graduated - Class of 1961 - Major: History/Economics

George Washington University, Washington, DC
Studies in accounting and economics, 1962-63

Princeton University, Princeton, NJ
Mid-Career Fellow and Visiting Student 1968-69 - Woodrow Wilson School of International and Public Affairs. Fields of study: Development economics, with emphasis on national accounting, project feasibility and loan analysis.

College for Financial Planning, Denver, CO
Received Certified Financial Planner designation in 1988 after studies in tax, estate, retirement and financial planning.

Military:

United States Navy Reserve - rating. Graduated from Aviation Electronics School in Memphis, TN in 1963. Qualified as aircrew member to operate and maintain radar, radio and antisubmarine warfare devices. Finished reserve obligation in 1969.

Other:

Have had security clearances from State, AID, CIA, NATO and Defense.
Languages: Spanish (good); French (can read but have not spoken in years); German (two years college); Latin.
Have held Series 6, 7, 63 and 65 securities and life/health insurance licenses

Employment

1961: Assistant Desk Officer
Egypt/Syrian Affairs
Department of State, Agency for International Development

1962-1963: Executive Secretary, Near East and South Asia Region (NESA)
Department of State, Agency for International Development

Headed first regional executive secretary office in Department of State. Coordinated preparation of policy and action documents for Assistant Administrator of AID for NESA region; liaison within Department of State and with Defense on AID policy and programs; represented region on interagency committee for the Food for Peace program.

1964-1968: Assistant, then Chief Program and Economic Officer
US Economic Mission to Chile, Santiago, Chile

Prepared and reviewed budgets and accounts for annual grant and loan programs; prepared social and economic analyses for embassy and Washington use in evaluation and implementing overall assistance programs; supervised agricultural, housing, education and small business grant and loan programs; served as contract supervision and accounting officer.

1968-1969: Princeton University as U.S. Government mid-career visiting fellow.

1969-1971: Chief Program and Economic Officer
US Embassy and Mission to the Dominican Republic
Santo Domingo, Dominican Republic

Combined functions of program planning, loan officer and chief economic officer for Mission and Embassy; developed loan program and projects, including agricultural loan projects and the Texas A&M contract agricultural program.

1971 - Now: Owner (with brother) of family publishing business, mainly in reference and games books Major copyrights owned include the New American Webster's Handy College Dictionary, the New American Roget's Thesaurus, a Spanish-English dictionary, Hoyle's Rules of Games, and other reference books.

1971-1984: Owner-Operator
M Cross Ranch
Savery, Wyoming

Operated cow/calf and yearling ranch on deeded land, State lease and Forest permits; planted, irrigated and harvested hay and small grains crops; operate and maintained machinery; performed own veterinary services; raise own hogs, chickens and horses Received USDA/SCS Outstanding Cooperator Award in district for soil conservation in 1980.

1980-1985: Owner-Operator
Valley Fuel and River Implement
Savery, Dixon and Baggs, Wyoming

Operated small farm and ranch/retail fuel and oil business under Texaco franchise; member of Mountain States Petroleum Marketers Association. Also operated Massey-Ferguson and New Holland equipment dealership; member of National Farm and Power Equipment Dealers Association.

1986-Now: Public Accountant and CFP®

Eaton, Colorado (with a branch office in Torrington, Wyoming)

Provide business organization, tax and financial planning advice, public accounting and tax preparation services to agribusiness and small business clients in construction and other areas in Colorado, Wyoming and Nebraska. Specialize in workout negotiations with clients and lenders and bankruptcy cases, as well as organizational restructuring and refinancing.

Do extensive work in estate and retirement planning with small business clients. Provide investment allocation expertise on a fee basis. Provide tax planning services for clients in the development and construction field. Also advise in the structuring of Section 1031 tax-deferred exchange transactions.

Serve as expert witness in both Chapter 11 and 12 bankruptcies and civil cases, preparing cash flow projections and financial statements and testifying as to their validity based upon both financial and accounting background and on personal ranching and farming experience as owner and operator.

Personal: Married to Katherine Wren Morehead, BA, Wellesley '61, now retired Regional Field Manager with the Survey Research Center of the University of Michigan, Ann Arbor, MI.

Children: Andrew Jr., BA, Harvard; PhD, Duke; Post-Doctorate California Institute of Technology; currently Chair of the Department of Chemistry, East Carolina University at Greenville, NC.

Adam D., BA University of North Carolina at Chapel Hill, Team Parole Leader/Agent with Colorado Department of Corrections, Dacono, Colorado.

Philip N., BA Carleton College, deceased.

Current Member:

National Society of Accountants
Public Accountants Society of Colorado
Wyoming Association of Public Accountants
National Association of Tax Professionals

Community: Past President and Board Member, Eaton Fire Protection District
Past Coach, Eaton Varsity Boys Tennis Team

Past Service: 4-H Leader Wyoming
Vestryman, Dixon Wyoming Episcopal Church
Director and Past President, Reader Cemetery Board
Little Snake River Valley Farm Bureau, Past President
Northern Colorado Chapter, International Association of Financial Planners, Past President

Public Accountants Society of Colorado:

Legislative Committee Chair, 2013-Present
President, 1995-1996 and 2012-2014
Vice-President, 1994-1995
Secretary, 1992-1994
Chairman: Legislative and Legal Committee
Bylaws Committee
Education Committee
Nominating Committee
Convention Committee (various times)

Distinguished Service Award 1999
Outstanding Member Award 1991, 1992
Lifetime Member Award, 2012

National Society of Accountants:

Vice-Chair, Education Committee, 1996-1997
Chair, Professional Development Committee, 1997-1998
Facilitator, Professional Development Group, 1998-1999
Chair, Education Committee, 1998-1999
Vice-Chair, Education Committee, 1999-2000
Chair, Institute Steering Committee, 2000-2001
Governor, District IX, 2001-2005
2nd Vice-President, 2005-2006
1st Vice-President, 2006-2007
President, 2007-2008

Distinguished Service Award, 1999

EATON PUBLIC LIBRARY

Library Advisory Board of Trustees Application

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Name: Laura Van Wyk

Home Address: 330 Cheyenne Avenue

City/State/Zip: Eaton, Co ~~[illegible]~~ 80615

Phone: (303) 710-4777

My home address is within the Eaton Public Library's service area as defined by the RE-2 School District Boundaries (*trustees must reside in this service area to qualify for consideration*): X Yes __No

Reason for seeking an appointment to the Eaton Public Library Advisory Board of Trustees:

I love to read and would also like to become more civically involved. I am also a published poet and feel I have much to contribute around literature.

Employment and Education Summary:

See attached CV

Civic Involvement (*please list other boards and commissions you've served on, volunteer work, offices held, affiliations, etc.*):

I've been on the board of a non-profit. I've also done volunteer work in the past including tutoring elementary / intermediate students.

Laura Van Wyk, LCSW, MA
P.O. Box 682
Eaton, Colorado 80615
929-599-4189
lauravanwyk@pathlight-psychotherapy.com

Licensure:

May 2009 LMSW
August 2017 LCSW
December 2018 SIFI Certification

Education:

July 2021-Present: Pursuing Ph.D. in Clinical Psychology, Modern Institute for Sex Therapies
May, 2009: New York University, Silver School of Social Work, MSW Masters of Social Work
May, 2003: Fordham University, MA International Political Economy and Development
May, 2000: American University, BA International Relations (Concentration in Africa and Development Studies), BA CLEG (Communications, Legal Institutions/Justice, Economics, and Government)
Spring, 1999: American University, Semester Abroad in Brussels, Belgium *"European Union"*
Fall, 1998: School for International Training, Semester Abroad in Durban, South Africa *"Reconciliation and Development"*

Social Work Experience:

August 2020-Present **Private Practice**

November 2019-Present **BCS-Harmony, Brooklyn, New York**

- Conduct weekly therapy sessions with clients on caseload with a broad range of diagnoses including, but not limited to, depression, anxiety, bipolar disorder, and PTSD. Utilize various forms of therapeutic interventions including DBT, CBT, ACT, and psychodynamic tools.
- Author individual session notes for each clinical encounter as well as quarterly treatment plans.
- Consult with psychiatric and medical providers regarding continuity and collaborative care.
- Conduct bio-psycho-social assessments and intake assessments with new clients

September 2017-Present **The Nathaniel Clinic, CASES, New York, New Yor**

- Conduct weekly therapy sessions with clients on caseload with a broad range of diagnoses including, but not limited to, depression, anxiety, bipolar disorder, PTSD, schizophrenia, etc. as well as co-occurring substance abuse disorders
- Utilize various forms of therapeutic interventions including DBT, CBT, and psychodynamic tools
- Author individual session notes for each clinical encounter as well as quarterly treatment plans.
- Consult with psychiatric and medical providers regarding continuity and collaborative care.
- Conduct bio-psycho-social assessments and intake assessments with new clients
- Conduct crisis intervention sessions

Jan. 2019-April 2021 **Legal Aid Society, Mitigation Specialist, Homicide Defense Task Force**

- Work with attorneys, investigators, paralegals/casehandlers to develop mitigation for clients with homicide cases in New York City
- Conduct weekly visits with clients to monitor their well-being while detained on Rikers Island an also provide psychotherapy
- Conduct collateral interviews with client's family, former mental health workers, and other significant figures in their lives to develop mitigation reports
- Author pre-pleading memorandums and pre-sentencing memorandums for clients in the case that they decide to take a plea bargain or are not exonerated at trial
- Conduct family therapy with client's family during the course of client's case

May 2016-Jan. 2019 **Legal Aid Society, Forensic Social Worker, Kew Gardens, Queens**

- Conduct bio-psycho-social-assessments
- Identify and place clients in drug treatment and mental health programs as alternatives to incarceration
- Advocate for clients in court
- Collect collateral information on client's past mental health and substance abuse history as well as collaborate with client's families
- Participate in monthly supervision
- Collaborate with clients' lawyers on best practices for legal strategy in consideration of clients' mental health or substance abuse issues
- Supervise social work intern

October 2009-May 2016 **Rikers Island, Mental Health Clinician, Queens, New York**

- Conduct daily group sessions based on tenants of dialectical behavioral therapy
- Conduct weekly therapy sessions with clients on caseload
- Conduct daily group sessions based on tenants of cognitive behavioral therapy
- Author group and individual session notes for each clinical encounter
- Conduct suicide watch assessments
- Make referrals for patients for a higher level of care, medication re-evaluation, etc. as needed
- Participate in weekly supervision
- Participate in daily huddles with treatment team to discuss progress of patients on the units
- In the absence of the Clinical Supervisor act as the lead clinical presence on. the unit

Jan. 2009-Oct. 2009 **Brooklyn Community Services, Social Worker, Brooklyn, New York**

- Provided counseling services throughout assigned service area in Brooklyn
- Provided case management services
- Conducted monthly home visits to families on caseload
- Attended school meetings with families, teachers, and school personnel
- Connected families with City agencies including to assist them in accessing needed services including Medicaid, Social Security, and other public entitlements

Aug. 2008-Dec. 2009 **Department of Health and Mental Hygiene, Discharge Planner, Rikers Island, Queens New York**

- Provided discharge planning services to Brad H Class Members including making housing and mental health referrals to clients who were currently incarcerated
- Submitted NYC HRA 2010e housing applications on behalf of clients who were designated as severely and persistently mentally ill (SMI).
- Made referrals to the Service Planning and Assistance Network (SPAN) to clients who are classified as Brad H Class Members
- Coordinated unplanned discharges of clients who were released/discharged including procuring psychiatric clearance, medication, prescriptions, and referrals as well as facilitated civil discharges
- Facilitated pre-screening interviews and made referrals for clients who wish to enter mandated MICA programs as an alternative to incarceration if qualified to do so by the courts
- Provided clear, concise, and timely documentation and correspondence

October 2007-May 2008 **Catholic Charities Mount Carmel Guild Partial Hospitalization Program, Internal Social Worker, Jersey City, New Jersey**

- Conducted group therapy sessions on a variety of clinical and activities of daily life issues for SMI clients
- Conducted weekly psychotherapy sessions for two clients
- Wrote daily group session notes and individual progress notes for individual clients
- Provided clear, concise, and timely documentation and correspondence.
- Developed original materials for weekly group sessions on issues such as psycho-education, coping and empowerment, assertiveness, smoking reduction, and activities of daily living
- Worked effectively with participants, parents, and external/internal participants from diverse cultural backgrounds
- Acted as liaison with client's caseworkers and family members as needed
- Drew on knowledge of a variety of psychotherapeutic techniques for group work to conduct productive and organized therapy groups

August 2007-October 2007 **Rikers Island, Social Work Intern, Queens, New York**

- Provided weekly psychotherapy for male inmates ranging from ages 18 to 65 years of age on the mental observation unit
- Conducted approximately four intakes per week
- Wrote psychosocial evaluations and initial treatment plans for intakes
- Demonstrated a solid knowledge of the DSM-IV and provided initial diagnosis
- Provided clear, concise, and timely documentation and correspondence
- Conducted weekly psychoeducation group with approximately twelve male inmates

Sept. 2006-July 2007 **The Brooklyn Center for Families in Crisis, Social Work Intern, Brooklyn, New York**

- Provided weekly psychotherapy sessions for adults and children ranging from ages 3 to 65 years of age
- Conducted approximately three intakes per week
- Wrote psychosocial evaluation and initial treatment plans for intakes
- Demonstrated a solid understanding of the DSM-IV and provided initial diagnosis
- Wrote treatment plans for clients on caseload and weekly session notes
- Provided clear, concise, and timely documentation and correspondence
- Provided case management services for clients and their families including community resources available to them particularly those related to mental health, education, medical and social services for appropriate referrals
- Worked effectively with participants, parents, and external/internal participants from diverse cultural backgrounds
- Acted as a liaison with client's teachers, caseworkers, ACS workers, and foster parents as needed
- Drew on knowledge of a variety of psychotherapeutic interventions to treat an array of clients

Professional Experience:

Feb. 2006-Oct. 2007 **New York Academy of Medicine, Executive Assistant to the President, New York, New York**

- Coordinated high-level meetings of the Board of Trustees and Committees of the Board
- Coordinated annual Trustee Orientation

- Attended black tie galas and fundraising events to represent the Academy and introduce its programs and projects to individuals from the corporate, philanthropic, and public service sectors
- Liaison with Development Office to maintain Fellowship/fundraising database
- Planned and administered the Annual Meeting of the Voting Fellows
- Administered an annual scholarship program offered by the Academy to medical students nation-wide.

June 2004-Feb. 2006 **New York Academy of Medicine, Grants Manager, New York, New York**

- Created budgets for all proposals submitted by the Office of Policy Development and the Office of Health Disparities to public and private donors
- Managed all grant related income and expenditures
- Assisted in writing reports to public and private donors
- Assisted in writing proposals to public and private donors

March 2003-June 2004 **Near East Foundation, Program Administrator, New York, New York**

- Member of two-person team that coordinated the Foundation's participation in the bid for the contract to USAID and negotiated the terms of the subcontract with the prime contractor
- Named as Administrator for the Foundation's subcontract of USAID- issued prime contract "Iraq Local Institutions Support and Development Program"
- Responsible for vetting, recruiting, hiring, and fielding all technical specialists hired by the Foundation both domestically and internationally
- Acted as the logistical backup support for the subcontract and employees hired under the contract
- Responsible for monthly narrative and financial reporting for the contract to prime contractor
- Responsible for all monitoring and evaluation of home office's technical specialists in Iraq
- Represented the Foundation in all consortium partner meetings and a key player in all decision-making regarding personnel and programmatic issues on behalf of the Foundation
- Familiar with USAID rules and regulations (including OMB circular 122)

July 2001-March 2003 **Near East Foundation, Assistant to the President, New York, New York**

- Provided continuous home office support for the 12 Foundation field offices throughout the Middle East and Sub-Saharan Africa

- Served as the primary liaison between the Board of Directors, Headquarters staff, and field personnel
- Coordinated all administrative aspects of the ongoing development programs in the Middle East and Africa
- Responsible for all Board of Directors relations and communications with field staff
- Made visits to the Foundation's field offices in Cairo, Egypt; Ouarzazate, Morocco; and Douenza, Mali.
- Assisted in coordinating a special event in November, 2001 attended by over 100 donors, academics, corporate executives, and representatives of philanthropic organizations

June 2000-July 2021 **Near East Foundation, Assistant to the Director of Development, New York, New York**

- Responsible for the day-to-day activities of fund development for the Foundation under the director who was a consultant working one day per week
- Participated in and contributed to the design, writing, and overall production of two annual reports circulated to over 5,000 donors
- Responsible for maintaining a donor database of over 5,000 donors
- Responsible for coordinating six fundraising mailings to approximately 5,000 donors
- Developed two fundraising newsletters

EATON PUBLIC LIBRARY

Library Advisory Board of Trustees
Application

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Name: Emily Wallin

Home Address: 349 Sycamore Ave.

City/State/Zip: Eaton, CO 80615

Phone: 720-244-1944

My home address is within the Eaton Public Library's service area as defined by the RE-2 School District Boundaries (*trustees must resided in this service area to qualify for consideration*): X Yes __No

Reason for seeking an appointment to the Eaton Public Library Advisory Board of Trustees: There are several reasons for seeking an appointment to the Eaton Public Library Advisory Board of Trustees. The first is that I love to read and have my whole life. I have fond memories of going to the library as a child to choose books and participate in the fun summer reading activities. In June I spent time with my nieces, who live in Paducah, KY. Their library does amazing interactive activities for children in the summer, and I have been think about other ideas that could be done, but I have no outlet for these ideas. I am also interested in becoming more involved in the Eaton community, and doing so through the Library Board of Trustees is the best way for me to do so. I am beginning my 21st year as a high school English teacher, so I believe my experience and knowledge will be a positive addition to the Board of Trustees.

Employment and Education Summary:
2014-present: Greeley-Evans School District 6; Northridge High School Language Arts teacher
2003-2014: St. Vrain Valley School District; Niwot High School Language Arts teacher
2001-2003: Weld County RE-1J School District: Weld Central Junior/Senior High School Language Arts Teacher

Masters in Liberal Studies, University of Denver, 2014
Bachelors of Science in English, Radford University, 2001

Civic Involvement (*please list other boards and commissions you've served on, volunteer work, offices held, affiliations, etc.*):

- I have been department chair in both of high schools.
- I was the district director for the Rocky Mountain North National Speech and Debate District.
- I ran and hosted the Colorado State Speech and Debate Tournament.
- I am the Literacy Lead for Northridge High School

Other information you would like to share for consideration *(skills, qualities, etc.)*

I am a strong team player who knows when to step up as a leader or sit back and listen. I am calm and logical in face of problem solving and conflicts. I am exceptionally organized.

Please list two references below (*name, relationship, and contact information*):

Josh Seematter, colleague and friend, 785-230-0705 or jseematter@greeleyschools.org

Adam Kohn, colleague/Assistant Principal, 720-252-3035 or akohn@greeleyschools.org

Signature

_____

For more information, please contact: Amber Greene, Eaton Public Library Director 970.673.7988

Please return this completed form Attention: Amber Greene, Library Director, Eaton Public Library, 132 Maple Ave, Eaton, CO 80615

Or return via email at agreene@eatonco.org

EATON PUBLIC LIBRARY

Library Advisory Board of Trustees Application

The mission of the Eaton Public Library is to provide professional library services and resources to meet the evolving educational, recreational, and informational needs of the public in an historical setting.

The Board ensures the library fulfills its mission by selecting and hiring a library director, developing library policy and strategic priorities, and recommending an annual budget. The Board meets the first Wednesday of each month at 5:30pm. Member attendance is required at monthly meetings as well as various work sessions, library events, trainings and other meetings throughout the year.

Name: Bailey Mrozinski

Home Address: 35484 County Road 49

City/State/Zip: Eaton, CO 80615

Phone: 217-430-9357

My home address is within the Eaton Public Library's service area as defined by the RE-2 School District Boundaries (*trustees must resided in this service area to qualify for consideration*): X Yes __No

Reason for seeking an appointment to the Eaton Public Library Advisory Board of Trustees:

I am seeking appointment to Eaton Public Library Advisory Board of Trustees because I believe in the value that the library provides for the Eaton community. I enjoy having it as a resource for my own needs and want to give back to help ensure it continues to thrive for the needs of others in the community.

Employment and Education Summary:
Employer: Cargill, Inc - Cargill Animal Nutrition North America
Title: Strategic Marketing Manager - Wildlife and Full Farm Feeds
Years employed with Cargill: 7 years
My LinkedIn Profile: Bailey Mrozinski
Education: Bachelor of Science in Agribusiness, Kansas State University

Civic Involvement (*please list other boards and commissions you've served on, volunteer work, offices held, affiliations, etc.*):

Volunteer Children's Church Teacher at N3C Church in Lucerne, CO

Other information you would like to share for consideration (*skills, qualities, etc.*):

My Top 5 Strengths via StrengthsFinder: Communication, Responsibility, Command, Activator, Ideation
A few other skills/qualities to note: I have a strategic mindset and I have a knack for coming up with creative ideas
Outside of work, my husband and I raise Southdown and Katahdin sheep, I enjoy being outside, gardening, being around animals, reading, and doing DIY projects.

Please list two references below (*name, relationship, contact information*):

1. Audrey Clary, Owner of Clary Real Estate / The Epicurean, Previous Landlord, 970-413-1919

2. Becky Lauridsen, Founder of IOME Guilt Free Self Care, Friend, 210-557-3815

Bailey Mozynski

Signature

For more information, please contact: Amber Greene, Eaton Public Library Director 970.673.7988

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Name: Rebecca Mahoney

Home Address: 12733 County Road 76

City/State/Zip: Eaton, CO 80615

Phone: 970-506-0366

My home address is within the Eaton Public Library's service area as defined by the RE-2 School District Boundaries (*trustees must reside in this service area to qualify for consideration*): _X_Yes __No

Reason for seeking an appointment to the Eaton Public Library Advisory Board of Trustees:

I believe it's important to be involved in serving your community. I've always been interested in being on the library board but haven't been able to in the past due to my children's activity schedules. My children also love the library and books in general (it's one of their favorite places), so it makes sense to serve in an area my family is passionate about.

Employment and Education Summary:

I have a Bachelor's Degree in Sociology and a Master's Degree in Elementary Education. Both degrees are from the University of Northern Colorado. I'm also currently licensed as a K-6 teacher in Colorado.

My past employment includes being a bookkeeper at Kramer's Wedge Store in Kersey, working for Social Services through Care House, and teaching 3rd Grade at Pete Mirich Elementary School in LaSalle.

I'm currently employed as a substitute teacher for Aurora Public Schools at the Greeley Options campus. I'm the operator and manager of our farm (Twin Groves Farm). I also homeschool our children fulltime.

Civic Involvement (*please list other boards and commissions you've served on, volunteer work, offices held, affiliations, etc.*):

As a family we have volunteered at the Weld County Food Bank and served the His Little Feet Choir for many years. I annually volunteer at the Windsor Balloon Event during the Harvest festival. I also teach 4th grade Sunday School at our church.

Other information you would like to share for consideration (*skills, qualities, etc.*):

I'm a very organized person and am very detail oriented.

Please list two references below (*name, relationship, contact information*):

1. Jillian Misuraca (970-988-2078)

   Relationship: Employer at Aurora Public School/Greeley Options

2. Cami Shupe (970-702-1056)

   Relationship: Children's Ministry Director at EFC of Eaton where I teach 4th Grade Sunday School

Signature

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Name: Claire Tovrea

Home Address: 428 Maple Ave

City/State/Zip: Eaton, CO, 80615

Phone: 860-982-1297

My home address is within the Eaton Public Library's service area as defined by the RE-2 School District Boundaries (*trustees must resided in this service area to qualify for consideration*): X Yes __No

Reason for seeking an appointment to the Eaton Public Library Advisory Board of Trustees:

Libraries are bastions of education, support, acceptance, and growth, and I would love to be involved in this community by advancing and encouraging our wonderful library.

Employment and Education Summary:

- Emergency Veterinarian
  Pets Emergency Hospital
  Fort Collins Vet Emergency Hospital
- Doctor of Veterinary Medicine
  Colorado State University
- Bachelor of Science
  Colorado State University

Civic Involvement (*please list other boards and commissions you've served on, volunteer work, offices held, affiliations, etc.*):

Vaccine clinics in Greeley, CO region

Treasurer for Student Chapter of the Veterinary Emergency & Critical Care Society

Other information you would like to share for consideration (*skills, qualities, etc.*):

organized, detail-oriented, avid reader, calm under pressure

Please list two references below (*name, relationship, contact information*):

1. Ted Mika, boss and friend, 970-302-9767 edward.mika@thrivepet.com

2. Jaclyn Menendez, close friend, 732-284-0307 jaclynmenendez@gmail.com

Signature

For more information, please contact: Amber Greene, Eaton Public Library Director 970.673.7988

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STAFF

REPORT(S)

Administrative Report: Board of Trustees Meeting October 2022

Wesley LaVanchy, ITM

TOWN OF EATON 223 First Street Eaton, CO 80615

Administration:

1. **Space Planning for Town Hall and Police Department** - The University Technical Assistance (UTA) Program at CCCD, through a generous grant from the Department of Local, has provide a scope of services for design and planning to the Town of Eaton. The initial meeting was held at Town Hall on September 27th where both buildings were toured including input from the Chief of Police. This project will be overseen by Greg Brinck who secured the grant. Staff will be providing an update to the Board as this begins to move forward.

2. **Council Strategic Priorities –** Below is a graphic representation of what the communication team has been working on as a part of the outreach effort that will happen once the Board of Trustees formally adopt these priorities.

Public Works - Water

1. **Water Year 2023 Initial Quota**
   The Northern Colorado Water Conservancy Board set the 2023 water year initial CBT quota at 40%. This has in past years typically been set at 50% but there is concern among some of the Board about the uncertainty in the Interstate Water Compact and pending decisions from the Department of the Interior about lower state obligations. We will need to closely

2. **Eaton Well Update:**

   - Maplewood Well: The Town has filed a water court application to application to correct the decreed location of the Maplewood Well.

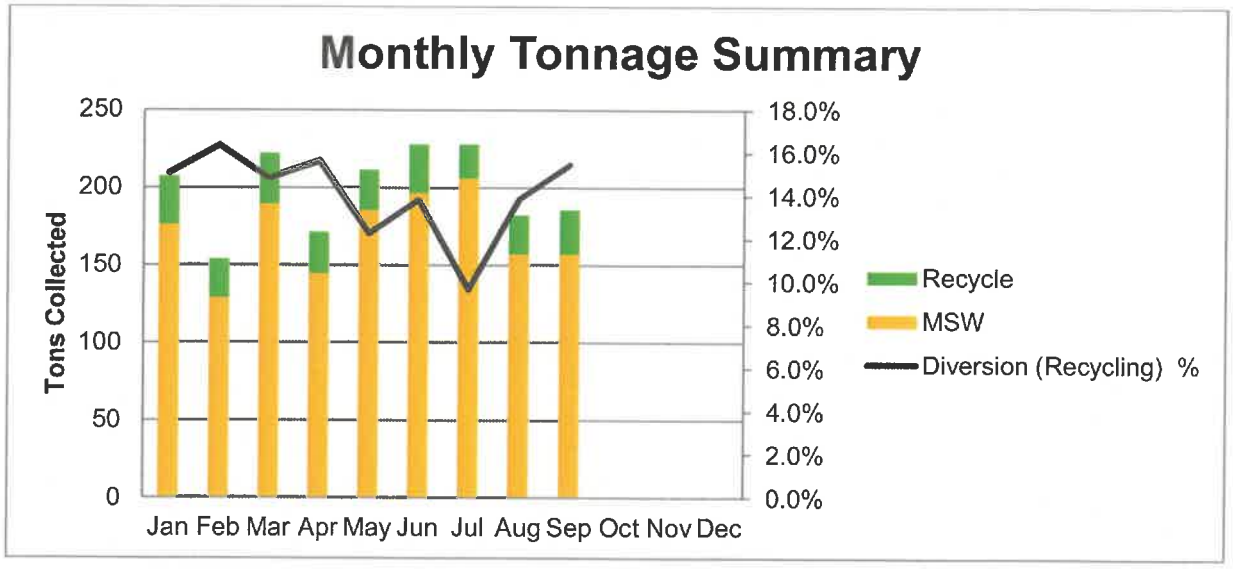
   - Eaton Elementary School & Centennial Park Wells: Legal counsel has a draft agreement to lease water over the next 5 – 10 years for temporary water substitute supply plan while the Town develops a more long-term permanent solution. Once we have the substitute water supply plan in place, we will begin looking at permanent solutions to the issue. These will likely be expensive, and we will need to examine the ROI. However, one of the best ways to extend our potable water supply is to have an independent non-potable system.

3. **North Weld County Water District:**

   The Board of Directors approved a preliminary rate increase of **7%** during the October 10th board meeting. This would bring the rate up to **$3.33/kgals** from $3.11/kgals. The **7%** will likely be formalized on the December 12th board meeting

Waste Management – Please find attached a year-to-date summary of services.

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
MSW	176.2	128.9	189.2	144.7	185.6	196.5	206.0	157.1	157.2				1541.4
Recycle	31.3	25.2	33.0	26.8	26.0	31.5	22.0	25.3	28.7				249.7
Total Combined (MSW & RCY	207.5	154.1	222.2	171.5	211.6	228.0	228.0	182.3	185.9				1791.1
Diversion (Recycling) %	15.1%	16.3%	14.8%	15.6%	12.3%	13.8%	9.7%	13.8%	15.5%				16.2%



Finance:

- **Budget Schedule:**
  - 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 37% for the month of September, year over year, and we are at an overall increase of **12%** year to date. This translates to **a $304,835** increase year to date over; however, we had a $81,618.88 payment from one vendor this past month that is not a regular occurrence. We believe it may be a scenario where someone is catching up!

  - Budget – For budget purposes we will be using a 2022 year-end estimate of 6% and for 2023, staff will be budgeting a 3% increase for sales tax estimates. We believe that these are prudent, reasonable amounts and that we are still likely to exceed these.

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	$ 393,407	37%
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**	**$ 2,751,278**	**12%**
		$ 137,384	*$ 902,021*	*$ 285,828*	*$ 470,659*	*YTD*	
		9%	*55%*	*11%*	*17%*	*12%*	

To: Board of Directors North Weld County Water District

From: Eric Reckentine

October 10, 2023

Preliminary and Draft North Weld County Water District 2023 Budget Memo

Total district water usage growth is projected to increase at approximately 0.5% for the next 3 years and at approximately 1% starting in 2027.

- Commercial water usage is projected as flat to 2021 volumes for next 5 years
- Wholesale Water Accounts are projected at approximately 0.5% water usage increases for the next 5 years and the three towns associated with the Group treatment plant usage volumes are projected as flat starting in 2027.
- District residential water usage is projected at approximately 0.5% water usage increase annually for the next three years.

Revenue

Meter sale revenue is anticipated to increase from approximately $16.5 million in 2022 budget to $18 million in 2023. The 2022 forecast projects approximately $18 million in metered revenues.

- Rate increase projections for all customer classes is at 7% for next ten years
- Towns out of compliance with storage requirements are projected at residential rates for next two years
- Water allocation surcharges are projected at $6.00/K
- Plant investment surcharges are projected at $3.95/K
- Plant Investment sales are projected at 150 PI's annually for 5 years
- Cash in Lieu sales are projected at 10 units at $62,500, recommend raising cost to $73,000 per unit
- Plant Investment Fee is currently projected at $17,650 per PI not counting distance fee. Recommend Honey Creek Consulting review and recommend appropriate rate based upon revised CIP

Expenses

Operations Maintenance, Administration 2023 budget is projected at approximately $9.4 million which is approximately $400,000 increase to 2022 budget and flat to 2022 forecast.

Labor costs are projected to increase from 2022 to 2023 by 10% that includes a 5% employee cost of living increase

District anticipates acquiring two replacement fleet vehicles in 2023 and an additional backhoe, John Deere 135p for $200,000 in total.

Solider Canyon Filter Plant treatment costs rate increase of $500,000 for 2023, see attached SCWTA budget memo

Capital improvement project costs for 2023 are projected at approximately $28.2 million compared to 2022 budget of $26.5 million. Forecast for 2022 is capital improvement projects is projected at $10 million to date. This is a reflection on supply chain issues in relation to potential NEWT III pipeline project and Eaton Pipeline project starts and reflects only potential material orders and water rights acquisition. This number may be adjusted prior to final budget if materials are acquired, and two Tank rehab projects start.

Capital Improvements projects costs have been projected at 30% cost increase for the duration of the projects based upon rapid increase in material costs. The anticipated capital improvement ten-year forecast is approximately $200 million that includes approximately $ 60 million in water rights acquisition.

System

- North Weld East Larimer County (NEWT) III transmission line permitting, and construction projected cost of $ 8 million for 2023 and $8 million for 2024
- Eaton Pipeline Phase 2 two mile 30-inch distribution construction projected cost of $3.5 million for 2023, anticipating fall of 2022 construction costs of $3.5 million
- Emergency generator power at Pump Station 1 and Nunn pump Station projects cost of $250,000
- Greeley and North Weld Interconnect projected cost of $3 Million
- AWIA additional security and SCADA power upgrades projected cost $100,000
- Tank Rehabilitation Projects Tank 5 and Tank 7 projected cost of $1.6 million
- Tank 1C Design and Construction project cost of $7 million with 2025 construction
- Tank 1 16-inch distribution pipeline upsizing project projected start 2024 total project cost of approximately $20 million
- Weld County Transmission Line to Tank 1 Site project start 2024 project cost of $8 million
- Summit View Pump Station Upgrade project start 2026 projected cost of $4 million

Raw Water Projects for 2023

- Raw water district drought supply acquisition project projected at $9 million
- Water Supply and Storage Company Structures projected cost of $50,000
- Larimer #2 Headgate Project Overland Ponds projected cost of $200,000
- Pleasant Valley Pipeline sedimentation basin project projected cost of $312,000
- Reservoir Pumping Costs of $200,000
- Legal and Engineering cost of approximately $200,000

Master Planning and Policy

- Regional Master Plan
    - Capacity Sale Caps for Wholesale Accounts, Evaluate and Revise Water Service Agreements
    - Capacity Limits for Commercial Accounts, Evaluate and Revise Water Service Agreements
    - Tap Sale Limits on Residential Taps, Evaluate and Revise Water Service Agreements
    - Revised Capital Improvement Projects Program
- Cost of Service Study finalized 2023 dependent on Revised Water Service Agreement
- System Pressurization Study for analyses pressurization of the transmission system at the treatment plant to be managed by SCWTA
- Soldier Canyon Filter Plant Expansion Study to be managed by SCWTA projected at $50,000 for 2023
- Soldier Canyon Filter Plant Master Plan to be managed by SCWTA projected at $500,000 for 2023

The district competed the following capital improvement projects in 2022:

- Solider Canyon Treatment Plant Upgrade to 60 MGD
- Line 1 replacement project and upsizing
- Pump Station 1 upgrade
- Old Eaton Pipeline bypass, line replacement and upsizing
- Emergency Backup Power Summit View
- Emergency Power SCADA
- Start Buss Grove Interconnect
- Start Greeley NW Interconnect
- Start Construction NEWT III Transmission Line
- Start Construction Eaton Pipeline Project Phase 2
- Acquisition of Knox Pit Reservoir Project - Overland Ponds
- Acquisition of Water Rights

Over the course of the previous 4 years the District has acquired over 1,300 acre-feet of new water supplies at a cost of approximately $49,000,0000, averaging $41,000 per acre-foot, constructed approximately $41,000,000 of system improvements, averaging about $8.2 million annually to serve growth and maintain reliable service, has spent $47,000,000 in operations and maintenance (O&M), or about $9.4 million per year, has received $80,000,000 in operational revenue, has received $65,000,000 in non-operation revenue and has maintained approximately $10,000,000 in operational and replacement reserve funds. Specific projects include:

- Eaton Pipeline Project Phase 1
- Pump Station Rebuild Summit View
- Pump Station Upgrade Station 4

- Pump Station Upgrade Station 6
- Mason Street Interconnect City of Greeley
- Horse tooth Operation Project Hansen Pump Back Station
- Master Meters to Severance
- Master Meter to Windsor
- Nunn Pump Station Upsize and Replacement
- Wild wing Irrigation Raw Water Line
- Acquisition of River Bluffs Reservoir Storage Project
- Acquisition of Overland Ponds – Cell 5
- Adjudication and Development of Return Flow Structures for Native Rights
- 5- year CDPHE Sanitary Survey
- American Water Infrastructure Act Survey and Implemented the Response Recommendations
- Mill Levy Ballot Initiative

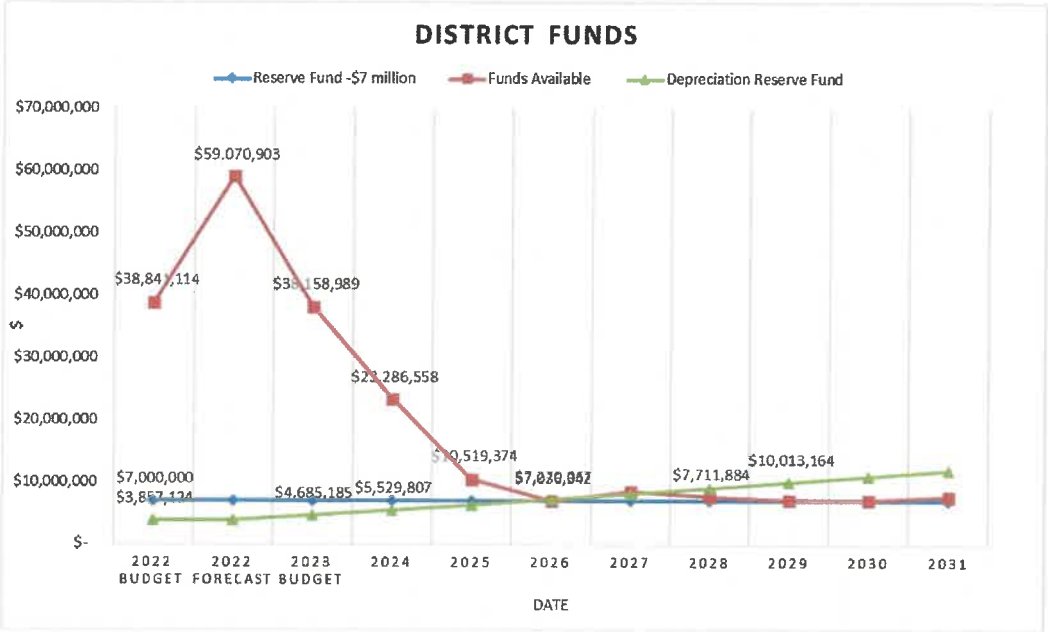
The district over the course of 4 years has developed or modified approximately 20 policies, and updated manuals and protocols related to updated design criteria, maintenance program, safety, employment manuals and polices, development review procedures, drought triggers, finance and reserve fund policies, board of director manual and plant investment and water dedication policies.

The following are considered by district management to be key policy changes that have had significant impact on maintaining district solvency:

- Finance Policies for Reserve and Depreciation Funds
- Elimination of the Conservation Blue Tap Program
- Raw Water Dedication Policy Change from 100% Cash in Lieu to 100% Raw Water Dedication
- Drought Trigger Policies and Surcharges
- Flow Control Program for Commercial Customers
- Mortarium Policies Temporarily Limiting New Growth
- Elimination of the Water Allocation and Plant Investment Reinvestment Program

2023 Budget and Forecast
North Weld County Water District

	2022 budget	2022 Forecast	2023 Budget	Forecasts 2024	2025	2026	2027
Revenues							
Total Operating Revenue	$ 16,433,340	$ 18,500,000	$ 18,189,459	$ 19,512,823	$ 20,932,868	$ 22,456,656	$ 24,091,762
Debt Proceeds	$ 38,000,000	$ 34,615,000	$ -	$ -	$ -	$ -	$ -
Total Non-Operating Revenue	$ 184,009	$ 150,000	$ 185,081	$ 186,175	$ 187,291	$ 188,429	$ 189,590
Total Contributions	$ 2,157,808	$ 7,500,000	$ 4,174,964	$ 4,492,463	$ 4,510,313	$ 4,528,519	$ 4,547,089
Total Revenues	**$ 56,848,570**	**$ 60,765,000**	**$ 22,624,387**	**$ 24,267,842**	**$ 25,708,380**	**$ 27,253,069**	**$ 28,909,496**
Expenditures							
Administrative	$ 1,816,621	$ 1,950,000	$ 2,147,230	$ 2,300,300	$ 2,355,912	$ 2,412,925	$ 2,471,375
Operational	$ 7,134,738	$ 7,500,000	$ 7,177,462	$ 7,197,133	$ 7,004,022	$ 7,189,542	$ 7,290,626
Debt Service	$ 3,238,288	$ 3,300,000	$ 5,127,288	$ 4,420,825	$ 4,421,488	$ 4,416,925	$ 4,422,250
Water Enterprise Fund 2020 Bond	$ 477,288	$ 477,288	$ 473,288	$ 474,175	$ 474,838	$ 470,275	$ 475,600
Capital Improvements	$ 26,615,700	$ 10,000,000	$ 28,239,700	$ 24,360,500	$ 23,815,396	$ 15,820,390	$ 12,325,484
Total Expenditures	**$ 38,805,347**	**$ 23,227,288**	**$ 42,691,679**	**$ 38,278,758**	**$ 37,596,818**	**$ 29,839,782**	**$ 26,509,734**
Earnings	$ 18,043,223	$ 37,537,712	$ (20,067,292)	$ (14,010,916)	$ (11,888,439)	$ (2,586,712)	$ 2,399,762
Funds Available (carry over prior to depreciation)	$ 36,669,174	$ 59,898,964	$ 39,003,611	$ 24,148,072	$ 11,398,119	$ 7,932,662	$ 9,436,104
Depreciation	$ 828,061	$ 828,061	$ 844,622	$ 861,515	$ 878,745	$ 896,320	$ 914,246
Funds Available	$ 38,841,114	$ 59,070,903	$ 38,158,989	$ 23,286,558	$ 10,519,374	$ 7,036,342	$ 8,521,858
Reserve Fund -$7 million	$ 7,000,000	$ 7,000,000	$ 7,000,000	$ 7,000,000	$ 7,000,000	$ 7,000,000	$ 7,000,000
Fund Avaialble minus reserve fund	$ 31,841,114	$ 52,070,903	$ 31,158,989	$ 16,286,558	$ 3,519,374	$ 36,342	$ 1,521,858
Depreciation Reserve Fund	$ 3,857,124	$ 3,857,124	$ 4,685,185	$ 5,529,807	$ 6,391,322	$ 7,270,067	$ 8,166,387



North Weld County Water District
2023 Budget

	BREAKDOWN		2023 Budget	2024	2025	2026	2027
3000	**Revenue**		**$ 22,624,387**	**$ 24,267,842**	**$ 25,708,380**	**$ 27,253,069**	**$ 28,909,496**
	3100	Operating	$ 18,189,459	$ 19,512,823	$ 20,932,868	$ 22,456,656	$ 24,091,762
	3200	Non-Operating	$ 131,212	$ 131,229	$ 131,246	$ 131,263	$ 131,281
	3300	New Service	$ 4,174,964	$ 4,492,463	$ 4,510,313	$ 4,528,519	$ 4,547,089
	3400	Ag-Water Income (Non-Op)	$ 18,207	$ 18,571	$ 18,943	$ 19,321	$ 19,708
	3500	Miscellaneous (Non-Op)	$ 35,662	$ 36,375	$ 37,103	$ 37,845	$ 38,601
	3700	Debt Proceeds					
		2009 Bond Revenue (included in operating revenue)	$ -	$ -	$ -	$ -	$ -
4000	**Operational Expense**		**$ 7,177,462**	**$ 7,197,133**	**$ 7,004,022**	**$ 7,189,542**	**$ 7,290,626**
	4100	Water	$ 3,864,012	$ 3,943,491	$ 3,677,054	$ 3,787,548	$ 3,811,864
	4200	Personnel Operations	$ 1,837,197	$ 1,882,965	$ 1,929,876	$ 1,977,961	$ 2,027,247
	4400	Operation & Maintenance	$ 1,055,153	$ 941,156	$ 958,979	$ 977,159	$ 995,702
	4500	Engineering	$ 50,000	$ 51,000	$ 52,020	$ 53,060	$ 54,122
	4600	Electricity	$ 181,100	$ 184,722	$ 188,416	$ 192,185	$ 196,028
	4700	Communications	$ 50,000	$ 51,000	$ 52,020	$ 53,060	$ 54,122
	4800	Insurance	$ 140,000	$ 142,800	$ 145,656	$ 148,569	$ 151,541
	4900	Miscellaneous	$ -	$ -	$ -	$ -	$ -
5000	**Administrative**		**$ 2,147,230**	**$ 2,300,300**	**$ 2,355,912**	**$ 2,412,925**	**$ 2,471,375**
	5100	Personnel - Administrative	$ 932,658	$ 960,638	$ 989,457	$ 1,019,141	$ 1,049,715
	5200	Payroll Taxes	$ 134,968	$ 137,668	$ 140,421	$ 143,230	$ 146,094
	5300	Heath Insurance	$ 60,000	$ 61,200	$ 62,424	$ 63,672	$ 64,946
	5400	Office Utilities	$ 191,105	$ 194,927	$ 198,826	$ 202,802	$ 206,858
	5500	Office Expenses	$ 199,949	$ 203,948	$ 208,027	$ 212,188	$ 216,431
	5600	Professional Fees	$ 620,820	$ 734,036	$ 748,717	$ 763,691	$ 778,965
	5900	Miscellaneous	$ 7,729	$ 7,883	$ 8,041	$ 8,202	$ 8,366
6000	**Capital Improvements**		**$ 28,239,700**	**$ 24,360,500**	**$ 23,815,396**	**$ 15,820,390**	**$ 12,325,484**
	6200	Storage Tanks	$1,600,000.00	$ -	$ 7,000,000.00	$ -	$ -
	6300	Pump Stations	$ -	$ -	$ -	$4,000,000.00	$ -
	6400	Equipment	$ 25,700	$ 25,700	$ 25,700	$ 25,700	$ 25,700
	6500	System	$ 15,740,000	$ 17,594,800	$ 10,049,696	$ 5,054,690	$ 5,559,784
	6600	Water Rights/Storage	$ 10,070,000	$ 6,560,000	$ 6,560,000	$ 6,560,000	$ 6,560,000
	6700	Land / Easements	$ 180,000	$ 180,000	$ 180,000	$ 180,000	$ 180,000
	6900	Office Equipment	$ -	$ -	$ -	$ -	$ -
7000	**Bond Issue**		**$ 5,127,288**	**$ 4,420,825**	**$ 4,421,488**	**$ 4,416,925**	**$ 4,422,250**
	7200	Interest / Principle	$ 5,127,288	$ 4,420,825	$ 4,421,488	$ 4,416,925	$ 4,422,250
	7400	Interest Expense Other					
	7800	Depreciation					
	7900	Amortization					
		Water Enterprise Fund	$ 473,288	$ 474,175	$ 474,838	$ 470,275	$ 475,600
		Total Expense	**$ 42,691,679**	**$ 38,278,758**	**$ 37,596,818**	**$ 29,839,782**	**$ 26,509,734**

MONTHLY REPORT
TOWN OF EATON
POLICE DEPARTMENT

To: Interim Manager LaVanchy, Board of Trustees
From: Chief Sturch
Date: 10/07/2022
RE: September Report

September was the month of training. We had several Officers attend out of agency training to benefit our department and community.

Officer Brian Pettit completed a weeklong Level 1 Commercial Vehicle inspector class with the CSP. This will allow him to do truck inspections and enforce Commercial Vehicle Laws. We will be working with other agencies to do spot checks on commercial vehicles in the coming months.

Chief Sturch, Lt. Suter, Sgt. Rundle, and Sgt. Loos attended the Rocky Mountain Command College. This was a week-long course that focused on utilizing the FBI for investigations as well as several sections on supervision. The class also included a section on media relations and supervising through tragedy with employees. This course was very informative and gave the command staff new methods of supervision as well as several out lets to utilize within the FBI

Officer Jenkins attended a 24-hour training/conference for the Colorado Association of Sex Crimes Investigators. This training was a grant funded training and Officer Jenkins was invited to use a slot provided by Greeley PD's Victim Service Unit. This training is a great training on how investigators across Colorado investigate sexual crimes. Officer Jenkins' knowledge will be used in special victims crimes for EPD.

Officer Jenkins and Det. Torres attended a 1 day course involving arson investigations and crime scene collection in regard to DNA with CBI. This was an entry level course and updated Det. Torres' and Officer Jenkins' knowledge in arson scene collection. This will allow them to work side by side with CBI on arson cases in the Town of Eaton.

For community outreach, the PD hosted a homeschool event at the EPD. We had 23 middle school to high school aged kids as well as 13 younger kids. We were able to give a tour of the PD and our cars. We also fingerprinted the younger aged kids while the older kids took a turn on the shooting simulator shooting targets. This event was amazing for the officers and the children had a great time. We also had SRO Bennett attend a luncheon at Coffee House Ten29 regarding human trafficking with a survivor and advocate against human trafficking as the guest speaker. We hope to have this guest speaker talk with our officers at an in-house training.

Attached you will find the Police Progress Statistical Summary for September. The call load did not change significantly from August. We have not seen a large increase in calls due to

students returning to school. We have also not seen any severe driving actions while using the roundabout. We did have officers work the round about area and enforce traffic more heavily, which did calm the area. We will continue to monitor traffic in these areas going forward.

I want to give Police Clerk Pena a huge shout out as she has not only been working her job as police clerk, but as also been very active in our community policing commitment. Sam always has a great attitude and is in charge of Toys from a Cop programs. She is an asset to the community.

Looking forward into October, we are having a Halloween Corn Hole Tournament in which all proceeds will go towards Toys from a Cop. This even is scheduled for Oct. 22 at 1pm. A flyer has been attached to this report.

We are excited to once again usher in the football team with flashing lights and sirens. GO EATON REDS!!!!

Thank you for your time,
Chief Sturch

EPD TOYS FROM A COP SPOOKTACULAR CORNHOLE TOURNAMENT

WHEN: SATURDAY, OCTOBER 22ND @ 1 PM

WHERE: EATON MIDDLE SCHOOL

ENTRY FEE: $20 PER TEAM OF 2

BRING AN UNWRAPPED TOY FOR $10 ENTRY PER TEAM!

****REGISTRATION FEES MUST BE PAID BY CHECK OR CASH****

WEAR A COSTUME AND GET ENTERED IN OUR COSTUME CONTEST FOR A CHANCE TO WIN AN AWESOME PRIZE!!

TO REGISTER, PLEASE CALL (970) 454-2212 OR VISIT THE POLICE DEPARTMENT.

REGISTRATION CLOSES FRIDAY, OCTOBER 21

PRIZES (PER TEAM)

1ST PLACE: $100

2ND PLACE: $60

3RD PLACE:$40

THANK YOU TO OUR SPONSORS:

Edward Jones

Tyler M Wright

EATON MIDDLE SCHOOL

THE KRAFTING REALTY ONE GROUP

Eaton Police Department
Employee of the Quarter
July - September 2022
Officer Megan Moore

Thank you for your dedication and service!

Chief K. Sturch

TOWN OF EATON

POLICE DEPARTMENT

September 2022 Police Progress and Statistical Summary

October 3rd, 2022

Monthly Police Progress

***Municipal Court Revenues Collected in September:**

$33,759.00

Year to Date: $257,405.00

***Eaton Police Investigated / Assigned Case Numbers:**
22-05046
Total Case Numbers for September: 526

Year to Date: 5046

E.P.D patrolled mileage for September:
September 2022: 4,576 miles

E.P.D patrolled mileage Year to Date:
42,993 miles

Year to Date Department Training Hours: 1,647

Statistical Report for September 2022:

Total Citations for September 2022: 166

Year to date: 1,436

Municipal Traffic Citations: 153

Year to date: 1,267

State of Colorado (Weld County Traffic Citations): 5

Year to Date: 62

Municipal Criminal Citations: 4

Year to Date: 47

Municipal Code Enforcement Citations: 4

Year to Date: 54

Municipal Code Warnings: 17

Year to Date: 192

Total Arrests for September 2022: 9

Year to Date: 117

DUI Arrests: 3

Year to date: 24

FTA/FTP Warrant Arrests: 4

Year to Date: 34

Animal Attacks: 1

Year to Date: 13

Assault: 0

Year to Date: 7

Burglary: 0

Year to Date: 5

Controlled Substance: 2

Year to Date: 6

Fraud/Identity Theft: 3

Year to Date: 12

Mental Health Holds: 0

Year to Date: 5

Motor Vehicle Theft: 0

Year to Date: 10

Sex Crimes: 1

Year to Date: 13

Current Eaton Police Registered Sex Offenders as of September 2022: 8

Theft: 3

Year to Date: 41

Traffic Accidents: 5

Year to Date: 49

Trespassing: 2

Year to Date: 21

TREASURER'S REPORT
September 30, 2022

GENERAL FUND		
CASH ON DEPOSIT - 8/31/2022	$13,656,045.92	
Decmber DEPOSITS	330,512.41	
CHECKS PAID DURING August		$1,651,283.22
CASH ON DEPOSIT - 09/30/2022		12,335,275.11
	$13,986,558.33	$13,986,558.33
NEW OPERATING ACCOUNT		
CASH ON DEPOSIT - 8/31/2022	$140,959.41	
Decmber DEPOSITS	$1,535,333.68	
CHECKS PAID DURING September		$254,509.00
CASH ON DEPOSIT - 09/30/2022		$1,421,784.09
	$1,676,293.09	$1,676,293.09
CASH ON DEPOSIT - COLOTRUST		$2,172,753.00
BANK OF COLORADO CD @ 0.0100		181,682.99
BANK OF COLORADO CD @ 0.0100		328,383.57
BANK OF COLORADO CD @ 0.0100		82,717.30
FEDERAL FARM BANK BONDS @1.55%		250,000.00
FEDERAL HOME LOAN BANKS @ .50%		250,000.00
RESOLUTION FDG FED BONDS @ 1.45%		250,000.00
Federal Farm Bank bonds @ 1.160		250,000.00
United Sts Treas .25%		250,000.00
TOTAL CASH & DEPOSITS		$17,772,596.06
ACCOUNTS PAYABLE		
CASH ON DEPOSIT - 08/31/2022	$293.30	
Deposits	$401,065.00	
CHECKS PAID DURING September		$401,358.06
CASH ON DEPOSIT - 09/30/2022		$0.24
	$401,358.30	$401,358.30
Payroll		
CASH ON DEPOSIT - 08/31/2022	$293.30	
Deposits		
CHECKS PAID DURING September		$22.00
CASH ON DEPOSIT - 09/30/2022		$271.30
	$293.30	$293.30
EATON CEMETERY CARE FUND		
CASH ON DEPOSIT - 08/31/2022	$133,545.75	
Transfer for Perp. Care	$10.10	
BANK OF COLORADO CD @ .400 Cash on Deposit 09/30/2022		$133,555.85
	$133,555.85	$133,555.85
MUNICIPAL COURT ACCOUNT		
CASH ON DEPOSIT - 08/31/2022	$5,362.12	
Deposits		
CHECKS PAID DURING		
CASH ON DEPOSIT - 09/30/2022		$5,362.12
	$5,362.12	$5,362.12
MUNICIPAL COURT ACCOUNT Bank of Colorado		
CASH ON DEPOSIT - 08/31/2022	$50,798.69	
Deposits	$1,069.00	
CHECKS PAID DURING September		1,069.00
CASH ON DEPOSIT - 09/30/2022		$50,798.69
	$51,867.69	$51,867.69
WATER RESERVE ACCOUNT		
CASH ON DEPOSIT - 08/31/2022	$157,890.00	
INTEREST RECEIVED	$3.98	
BANK OF COLORADO CD @ .0100 Cash on Deposit 9/30/2022		$157,893.98
	$157,893.98	$157,893.98
SEWER RESERVE ACCOUNT		
CASH ON DEPOSIT - 8/31/2022	$247,042.47	
INTEREST RECEIVED	$18.68	
BANK OF COLORADO CD @ .0300 Cash on Deposit 09/30/2022		$247,061.15
	$247,061.15	$247,061.15
SHELTON TRUST FUND		
CASH ON DEPOSIT - 8/31/2022	$11,980.89	
INTEREST RECEIVED	$0.30	
Transfers with drawls		
BANK OF COLORADO SAVINGS ACCT 09/30/2022		$11,981.19
	$11,981.19	$11,981.19
PLANNING AND DEVELOPMENT ACCOUNT		
CASH ON DEPOSIT - 08/31/2022	$373,863.54	
Deposits	$21,720.88	
CHECKS PAID DURING		-
CASH ON DEPOSIT - 09/30/2022		$395,584.42
	$395,584.42	$395,584.42

FAITH SMITH - FINANCE DIRECTOR

Jane Winter

From: Liz Heid
Sent: Thursday, October 13, 2022 9:22 AM
To: Jane Winter
Subject: Updates for the packet

NFRMPO is required to update the 2045 RTP to comply with the Transportation Commissions GHG Planning Standard. The report was submitted and open to public comment, no comments were received so the update was adopted at the October meeting. There are lots of big projects in the works for this next year around the state of Colorado and though Eaton does not currently have any in the hopper there are some opportunities for us to partner with MPO in meeting some needs of our residents. As we continue to move forward identifying what gaps we have in town for our aging community there are rideshare and bus options we may be able to provide without a lot of additional cost to the town. We may also want to think about adding a charging station to our town transportation plan so that as regulations around the state continue to change we stay in compliance.

The Hometown Revitalization Committee will be meeting earlier in the month of November at 6pm at Town Hall and would love it if everyone could join us as we learn more about what Windsor has done in developing their DDA. HRC will also be hosting a Small Business Saturday event the Saturday after Thanksgiving. There will be tree lighting, vendors and entertainment that day so mark your calendars and spread the word!

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