TOWN BOARD WORK SESSION AGENDA

2023 Budget

Thursday, November 17, 2022, at 5:30 P.M.

Held at the Carsten Board Room at 224 First Street

A) Budget assumptions for 2022 Revenues and Expenditures.

a. Summary of the budget 2022

b. Snapshot of line items that will need to be increased

B) Budget 2023:

a. Revenue

b. Capital improvement plans – snapshot of water and sewer master plan.

c. Expenditures

d. Ending Fund Balances

C) Planning and looking ahead

5:30-6:45 PM Board of Trustees Work Session on 2023 Budget

TOWN BOARD REGULAR MEETING AGENDA

Thursday, November 17, 2022, at 7:00 P.M.

Held at the Carsten Board Room at 224 First Street

CALL TO ORDER

Pledge of Allegiance

ROLL CALL

AGENDA APPROVAL / AMENDMENTS

Motion to approve agenda as is or approve agenda with amendment(s).

PROCLAMATION

1. Eaton Reds High School Softball Team 2022

PUBLIC COMMENT*

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

CONSENT AGENDA

The Consent Agenda is a group of routine matters to be acted on with a single motion and vote. Council or staff may request an item(s) to be removed from the Consent Agenda and placed under New Business for discussion.

2. Minutes – October 20, 2022, Regular Meeting
3. Accounts Payable Invoice History Report – October 2022
4. Second Reading - Ordinance No. 626 - Adopt International Fire Code, 2018 Edition
5. Second Reading - Ordinance No. 627 - Designated Truck Route
6. Second Reading - Ordinance No. 628 - Special Review Use
7. Resolution No. 2022-26 - Adopt The Town of Eaton Employee Handbook Dated December 1, 2022
8. Resolution No. 2022-27 - 1335 2nd Street Road, Side Yard Setback Variance
9. Resolution No. 2022-28 - Ratifying Appointment of Nominees to the Board of HPLD

SPECIAL PRESENTATIONS

10. Eaton Library Quarterly Operations and Initiatives – Amber Greene

NEW BUSINESS

11. ALLO Ground Lease Agreement
12. First Amendment to TDS Broadband Franchise Agreement
13. Agreement for Shared Consultant Cost Sharing – Regional Water Treatment Plant

STAFF REPORT(S)

14. Interim Town Administrator – Monthly Report
15. Assistant Town Administrator
16. Police Chief – October 2022 Report & Police Progress and Statistical Summary
17. Town Clerk – Season Liquor Renewed Liquor License
18. Town Attorney
19. Finance Director

COUNCIL REPORTS AND REQUEST FOR FUTURE AGENDA ITEMS

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

MAYOR'S COMMENTS

EXECUTIVE SESSION

24. An executive session to obtain legal advice pursuant to C.R.S. § 24-6-402(4)(b) concerning the NISP Allotment Contract.

ADJOURN

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

AMERICANS WITH DISABILITIES ACT NOTICE

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

PROCLAMATION(S)

TOWN OF EATON PROCLAMATION

EATON REDS HIGH SCHOOL SOFTBALL TEAM 2022

WHEREAS, it is appropriate we recognize the accomplishments of the Eaton Reds High School Softball team; and

WHEREAS, it is fitting we set aside an evening to honor our youth and show our appreciation for their hard work and dedication; and

WHEREAS, this Eaton Reds Softball Team claimed the Class 3A State of Colorado Softball Championship Game; and

WHEREAS, Coach Hughes and his staff have dedicated many hours to coaching and has encouraged these ladies to pursue their dreams and develop character; and

WHEREAS, these Student Athletes have worked hard, with a "NQE"; Never Quit Eaton motto, for the success they've received this year in softball; and

WHEREAS, it is fitting an evening be set aside to honor the coaches and the athletes and challenge the youth of our community to continue to strive to be the best they can be.

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

I, Scott E. Moser, Mayor of the Town of Eaton, do hereby congratulate the Eaton Reds Softball Team for this outstanding achievement, and the Town Board, the residents of Eaton, and I, commend all those responsible for their part in the success of the Eaton Reds Softball Team and hereby proclaim this evening as the ***"Night of Champions."***

IN WITNESS WHEREOF, I have here unto set my hand and caused to be affixed the official seal of the Town of Eaton, this 17th day of November 2022.

Scott E. Moser, Mayor

ATTEST:

Margaret Jane Winter, Town Clerk

CONSENT AGENDA

TOWN BOARD REGULAR MEETING
224 First Street, Eaton, CO
Thursday, October 20, 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	Trustee Coby Gentry	Trustee Glenn Ledall
BOARD ABSENT	None		

STAFF PRESENT: Interim Town Administrator - Wesley LaVanchy, Town Attorney - Avi Rocklin, Assistant Administrator - Greg Brinck, Financial Director - Faith Smith, Chief - Kevin Sturch, Northern Engineering - Brad Curtis and Baseline - Vince Harris and Lauren Richardson

AGENDA AMENDED AND APPROVED

Motion made by Mayor Pro Tem Heid, seconded by Trustee Lewis to approve the Board Agenda with two amendments, one in New Business, number thirteen (13.), move Library Appointments after Public Comment and the second item in the Executive Session, removing number twenty-four (24.), concerning Waste Management. Motion carried with a unanimous vote.

PUBLIC COMMENT*

Mayor Moser opened the floor at 7:03 p.m. for public comment.

- Jeff Groves – 1422 Prairie Hawk Road – Reconsider snowbird status letter.
- Pat Logan - 55 Juniper, #318 – Expressed confusion, issues and being bombarded with paperwork from SHO.
- Linda Herz – 1746 Westward Circle, Unit 1 – read a letter from Michael Cunningham in Unit 2 – Concerned about the vehicle entrance at CR 35/Collins Street for the commercial property and the access street that will be built for the commercial property will be approximately forty-five feet from the front porches of the townhomes. Linda then read her statement. Concerned about the impact that the roundabout has made in the Governor's Crossing community with forty-three townhomes and twenty-four apartment units. There are limited parking spaces and limited areas for kids to play, would like the commercial space to be an open space or dog park, rather than commercial. Would like the board to assist and be supportive of families at Governor's Crossing when considering the development of the commercial property.

Having no other public comment, the floor was closed at 7:16 p.m.

13. Library Appointments – Library Director, Amber Greene stated that there are currently two vacant trustee positions and a third upcoming vacancy effective November 3rd. The board received seven candidate applications and on October 5th the Library Board motioned to recommend the following candidates: Laura Van Wyck, Andrew Morehead, and Andrew Chadwick. These candidates will fill these uncompleted terms: John Isbell, term ending July 2024, Shelly McLatchie, term ending August 2024 and Dennie Kutcher, term ending May 2026. Motion was made by Mayor Pro Tem Heid, seconded by Trustee Lewis to approve the Library Appointments: Laura Van Wyck to fill Isbell's term to July 2024, Andrew Morehead to fill McLatchie's term to August 2024 and Andrew Chadwick to fill Kutcher's term to May 2026. Motion carried with a unanimous vote.

CONSENT AGENDA

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

1. Minutes – September 15, 2022, Regular Board Meeting

CONSENT AGENDA CONTINUED

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 – Clear Water Solutions, Steve Nguyen presented a power point presentation with the goal to develop a water supply master plan that strategically positions the town to meet current and future water demands while: Maintaining flexibility, Encouraging that growth pays its own way and Acquiring reusable water supplies to address well augmentation. The board had discussion; no action was taken at this time.

6. Reporting and Compliance SHO – Director of Operations, Mike Holbrook discussed the overall updates of the files, and the Re-Act or Life Safety Survey for Benjamin Square One and was rated with zero deficiencies and five small minor issues. The board did not have any questions; no action was taken at this time.

PUBLIC HEARING (See Exhibit A)

Mayor Moser opened the public hearing at 7:53 p.m.

7. First Reading – Ordinance No. 626 - Adopt International Fire Code, 2018 Edition – Fire Inspector, Thea Lucht stated that the last code update was in 2005, adopting International Fire Code 2003. 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. The floor was closed at 7:56 p.m., as there were no public comments. Motion made by Trustee Winter, seconded by Trustee Ledall to approve the first reading of Ordinance No. 626 – Adopt International Fire Code, 2018 Edition. Motion carried with a unanimous vote.

8. Variance – 1335 2nd Street Road – Owner, Jason Evenson and Baseline Staff, Harris, and Richardson. Trustee Winter recused herself and left the board room, since the Variance pertains to her neighbor. Mayor Moser opened the public hearing at 7:57 p.m. Staff Harris gave the purpose of the Variance to consider a request for approval to R-1 zone district dimensional side yard setback standard. A concrete foundation for a residential addition and third car garage was recently built and the width of foundation is 4.5 feet away from the property line, the setback standard requires five feet. The Board heard staff give additional information and heard testimony from the property Owner Evenson to warrant an action of approval, denial, or continuation to a future date. Mayor Moser asked for any public comment at 8:16 p.m. Brittany Turnbull, 1345 2nd Street Road, next door neighbor to the west of the Evenson property stated that her husband and herself have no opposition against the project. The floor was closed at 8:22 p.m., as there were no other public comments. The Board asked questions and had discussions with staff. Motion made by Mayor Pro Tem Heid, seconded by Trustee Ledall to approve the Land Use Request for a Variance on 1335 2nd Street Road. Motion carried with a 5-0 vote; Trustee Winter abstained.

9. First Reading – Ordinance No. 627 – Designated Truck Route – Attorney Rocklin stated that this ordinance will codify the truck route and 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 interest of the Town. This ordinance will meet the needs of the farming community surrounding the Town. Mayor Moser opened the public hearing at 8:27 p.m. and closed the public hearing at 8:28 p.m., as there were no public comments. Motion made by Mayor Pro Tem Heid, seconded by Trustee Gentry to approve the first reading of Ordinance No. 627 - Designation of a Truck Route. Motion carried with a unanimous vote.

- Amendment to Weld County IGA – Truck Route – ITA LaVanchy stated that this is the first amendment to the 3/17/22 IGA between Weld County and the Town, is not a part of the public hearing but coincides with Ordinance No. 627. The county is requesting additional time to secure easements and make additional improvements for the turn radius for large trucks. This additional right of way will also require utility and irritation relocations. This construction of improvements shall be complete prior to the end of the 2024 construction season. There are no additional costs to the Town. Motion made by Trustee Lewis, seconded by Trustee Ledall to approve the first amendment to the Weld County IGA for the Truck Route with the Town. Motion carried with a unanimous vote.

PUBLIC HEARING (See Exhibit A) CONTINUED

10. First Reading – Ordinance No. 628 – Special Review Use – Attorney Rocklin stated that this ordinance will amend section 7-2-38 of the Eaton Municipal Code Concerning Administration of Certain Land Use Applications. Based on inconsistency and ambiguities in this section, which arose in the past, such as the Xcel litigation, at to which board, Town Board or Planning Board, has the final determination. This will add clarity to the special review use and be consistent with our practice that the Town Board has the final determination. Mayor Moser opened the public hearing at 8:35 p.m. and closed the public hearing at 8:35, there were no public comments. Motion made by Trustee Winter, seconded by Trustee Griffith to approve the first reading of Ordinance No. 628 – Concerning Administration of Certain Land Use Applications. Motion carried with a unanimous vote.

NEW BUSINESS

11. Resolution No. 2022-25 – Pillars for the Community – ITA LaVanchy stated that this resolution is a desire of the Town Board, to adopt guiding principles for the Board's conduct and for the community. The Board finds the guiding principles to be as follows; 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. Motion was made by Trustee Lewis, seconded by Trustee Winter to approve Resolution 2022-25 - Pillars for the Community. Motion carried with a unanimous vote.

12. Xcel Electronic Charging Station Agreement – ITA LaVanchy confirmed that 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 and installation will be borne by Xcel who will also be responsible for its maintenance. Xcel will set and establish rates of the use. This is a ten-year agreement post installation. Andrew Holder with Xcel explained that this is one of only four pilot programs in Colorado. This will be a super charger that will charge a vehicle in 45 minutes. These charging stations will provide Xcel to stay on pace with their goal of reaching 80 to 85% carbon free by the year 2030 and total carbon free by the year 2050. Motion was made by Trustee Griffith, seconded by Trustee Ledall to approve the Xcel Electronic Charging Station Agreement, subject to modifications on the IGA by the Town Staff. Motion carried with a unanimous vote.

~~13. Library Appointments – Amber Greene, Library Director~~ **Motion moved 13. under Public Comments.**

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 – Staff Updates: Roundabout signs should be installed in a couple of weeks, Juan Romero was offered and accepted the position of Public Works Director and starts October 31st, three solar lights on Third Street are out and waiting on parts, and temporary one day road closure on CR 74 just west of roundabout due to NWCWD water valve leaking, repair scheduled for next Monday or Tuesday.

16. Police Chief – Reviewed the September 2022 Report & Police Progress and Statistical Summary, also discussed a retreat that he and command staff attended which was hosted by the FBI and Officer Megan Moore is the Employee of the Quarter.

17. Town Clerk – Absent – Clerk Assistant Montoya – EAP&RD approved for Special Event Permit for October 21, 2022. A Trustee stated that the event was cancelled.

18. Town Attorney - None

19. Finance Director – Participating in the corn hole event, and highlighted areas on the Treasurer's Report; Building Permit Revenue, Planning & Development, Sewer, and EHA Budget.

COUNCIL REPORTS AND REQUEST FOR FUTURE AGENDA ITEMS

20. Planning Commission Meeting – No November meeting.
21. Hometown Revitalization Committee - MPT Heid, Update Report
22. Great Western Trail/Park – Angry landowner in the vicinity about the GWT and after re-reviewing the budget, GWT will not be asking for increase from municipalities in the 2023 year.
23. Northern Front Range/MPO - MPT Heid, Update Report

MAYOR'S COMMENT

Mayor Moser asked Baseline Staff Harris if the long punch list for the roundabout is normal or not and the response was yes, it is a normal size punch list.

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 NISP and EHA, seconded by Trustee Ledall at 9:20 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.~~ **Motion moved to delete 24. from Executive Session.**

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.

Trustee Lewis made a motion to exit executive session, seconded by Trustee Griffith. Mayor Moser reconvened the regular meeting at 10:02 p.m. and stated that the board made no decisions during executive session.

ADJOURN

Mayor Moser moved to adjourn at 10:02 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
62038										
10/22	10/06/2022	62038	8	Ablao Law LLC	1136	1	01-01-6150	.00	1,300.00	1,300.00
Total 62038:								.00		1,300.00
62039										
10/22	10/06/2022	62039	128	ALL COPY PRODUCTS INC	32421197	1	01-02-5125	.00	203.67	203.67
10/22	10/06/2022	62039	128	ALL COPY PRODUCTS INC	32421197	2	01-02-7210	.00	475.23	475.23
10/22	10/06/2022	62039	128	ALL COPY PRODUCTS INC	AR3649071	1	01-01-7230	.00	1,695.00	1,695.00
10/22	10/06/2022	62039	128	ALL COPY PRODUCTS INC	AR3664160	1	01-02-7210	.00	635.85	635.85
10/22	10/06/2022	62039	128	ALL COPY PRODUCTS INC	AR3664160	2	01-02-5125	.00	197.35	197.35
10/22	10/06/2022	62039	128	ALL COPY PRODUCTS INC	AR3664160	3	01-01-7230	.00	1,882.41	1,882.41
10/22	10/06/2022	62039	128	ALL COPY PRODUCTS INC	AR3664160	4	01-02-5125	.00	78.75	78.75
10/22	10/06/2022	62039	128	ALL COPY PRODUCTS INC	AR3664160	5	01-02-7210	.00	183.75	183.75
10/22	10/06/2022	62039	128	ALL COPY PRODUCTS INC	AR3677231	1	01-02-5125	.00	50.80	50.80
10/22	10/06/2022	62039	128	ALL COPY PRODUCTS INC	AR3677231	2	01-02-7210	.00	118.53	118.53
Total 62039:								.00		5,521.34
62040										
10/22	10/06/2022	62040	168	ALSCO - LARAMIE	LLAR158336	1	02-00-7315	.00	68.91	68.91
10/22	10/06/2022	62040	168	ALSCO - LARAMIE	LLAR158336	2	01-02-7215	.00	45.76	45.76
10/22	10/06/2022	62040	168	ALSCO - LARAMIE	LLAR158336	3	01-06-7215	.00	552.73	552.73
Total 62040:								.00		667.40
62041										
10/22	10/06/2022	62041	395	AMERICAN FIDELITY	D503859	1	05-00-2250	.00	33.40	33.40
10/22	10/06/2022	62041	395	AMERICAN FIDELITY	D503859	2	01-00-2250	.00	513.60	513.60
10/22	10/06/2022	62041	395	AMERICAN FIDELITY	D503859	3	02-00-2250	.00	50.60	50.60
10/22	10/06/2022	62041	395	AMERICAN FIDELITY	D503859	4	03-00-2250	.00	28.00	28.00
Total 62041:								.00		625.60

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
62042										
10/22	10/06/2022	62042	399	AMERICAN FIDELITY Flex	6062141	1	02-00-2250	.00	40.00	40.00
10/22	10/06/2022	62042	399	AMERICAN FIDELITY Flex	6062141	2	01-00-2250	.00	120.83	120.83
10/22	10/06/2022	62042	399	AMERICAN FIDELITY Flex	6062141	3	04-00-2250	.00	104.16	104.16
Total 62042:								.00		264.99
62043										
10/22	10/06/2022	62043	496	ARELLANO AUTOMOTIVE LLC	I001452	1	01-02-7225	.00	117.98	117.98
10/22	10/06/2022	62043	496	ARELLANO AUTOMOTIVE LLC	I001457	1	01-02-7225	.00	433.28	433.28
10/22	10/06/2022	62043	496	ARELLANO AUTOMOTIVE LLC	I001458	1	01-02-7225	.00	79.90	79.90
10/22	10/06/2022	62043	496	ARELLANO AUTOMOTIVE LLC	I001461	1	01-02-7225	.00	79.56	79.56
Total 62043:								.00		710.72
62044										
10/22	10/06/2022	62044	376	ASCAP	2022 SOFTW	1	01-04-7215	.00	26.14	26.14
Total 62044:								.00		26.14
62045										
10/22	10/06/2022	62045	53	ATMOS ENERGY	2047-SEPT2	1	05-00-7510	.00	46.61	46.61
10/22	10/06/2022	62045	53	ATMOS ENERGY	3402-SEPT2	1	01-06-7510	.00	34.48	34.48
10/22	10/06/2022	62045	53	ATMOS ENERGY	3877-SEPT2	1	01-06-7510	.00	33.52	33.52
10/22	10/06/2022	62045	53	ATMOS ENERGY	6490-SEPT2	1	01-06-7510	.00	18.13	18.13
10/22	10/06/2022	62045	53	ATMOS ENERGY	6669-SEPT2	1	01-06-7510	.00	105.32	105.32
10/22	10/06/2022	62045	53	ATMOS ENERGY	7557-SEPT2	1	02-00-7510	.00	32.47	32.47
10/22	10/06/2022	62045	53	ATMOS ENERGY	9495-SEPT2	1	01-04-7510	.00	150.35	150.35
Total 62045:								.00		420.88
62046										
10/22	10/06/2022	62046	435	AUTOZONE	4388194005	1	01-02-7215	.00	106.82	106.82
10/22	10/06/2022	62046	435	AUTOZONE	4388199922	1	01-02-7225	.00	194.98	194.98
10/22	10/06/2022	62046	435	AUTOZONE	4388199922	2	01-02-7225	.00	22.00-	22.00-
Total 62046:								.00		279.80

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
62047										
10/22	10/06/2022	62047	213	BATESVILLE CASKET CO INC	44063640	1	01-03-7215	.00	259.68	259.68
Total 62047:								.00		259.68
62048										
10/22	10/06/2022	62048	600	CARING CANINES LTD	43	1	02-00-8600	.00	200.00	200.00
Total 62048:								.00		200.00
62049										
10/22	10/06/2022	62049	69	CENTURY LINK	484B OCT22	1	01-01-7220	.00	52.00	52.00
10/22	10/06/2022	62049	69	CENTURY LINK	484B OCT22	2	01-02-7220	.00	51.99	51.99
10/22	10/06/2022	62049	69	CENTURY LINK	642B OCT22	1	05-00-7510	.00	256.11	256.11
Total 62049:								.00		360.10
62050										
10/22	10/06/2022	62050	522	CITIZEN PRINTING INC	118127	1	01-02-5125	.00	150.45	150.45
Total 62050:								.00		150.45
62051										
10/22	10/06/2022	62051	192	CLEAR WATER SOLUTIONS INC	6716	1	07-00-7310	.00	5,692.56	5,692.56
10/22	10/06/2022	62051	192	CLEAR WATER SOLUTIONS INC	6720	1	04-00-7310	.00	400.00	400.00
Total 62051:								.00		6,092.56
62052										
10/22	10/06/2022	62052	196	COMPANION LIFE	531578	1	01-01-6180	.00	277.68	277.68
10/22	10/06/2022	62052	196	COMPANION LIFE	531578	2	01-02-6180	.00	656.22	656.22
10/22	10/06/2022	62052	196	COMPANION LIFE	531578	3	01-03-6180	.00	61.50	61.50
10/22	10/06/2022	62052	196	COMPANION LIFE	531578	4	01-04-6180	.00	64.20	64.20
10/22	10/06/2022	62052	196	COMPANION LIFE	531578	5	01-00-1140	.00	65.88	65.88
10/22	10/06/2022	62052	196	COMPANION LIFE	531578	6	02-00-6180	.00	135.52	135.52
10/22	10/06/2022	62052	196	COMPANION LIFE	531578	7	03-00-6180	.00	81.67	81.67
10/22	10/06/2022	62052	196	COMPANION LIFE	531578	8	04-00-6180	.00	109.94	109.94
10/22	10/06/2022	62052	196	COMPANION LIFE	531578	9	05-00-6180	.00	74.20	74.20

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 62052:								.00		1,526.81
62053										
10/22	10/06/2022	62053	559	CPS HR CONSULTING	0007404	1	01-01-6160	.00	6,715.00	6,715.00
10/22	10/06/2022	62053	559	CPS HR CONSULTING	0007404	2	02-00-7315	.00	1,785.00	1,785.00
10/22	10/06/2022	62053	559	CPS HR CONSULTING	0007405	1	01-01-7310	.00	2,187.71	2,187.71
10/22	10/06/2022	62053	559	CPS HR CONSULTING	0007405	2	02-00-7315	.00	714.36	714.36
10/22	10/06/2022	62053	559	CPS HR CONSULTING	0007405	3	03-00-7310	.00	133.96	133.96
10/22	10/06/2022	62053	559	CPS HR CONSULTING	0007405	4	04-00-7310	.00	178.59	178.59
10/22	10/06/2022	62053	559	CPS HR CONSULTING	0007405	5	05-00-7310	.00	178.59	178.59
10/22	10/06/2022	62053	559	CPS HR CONSULTING	0007405	6	08-00-6230	.00	89.29	89.29
Total 62053:								.00		11,982.50
62054										
10/22	10/06/2022	62054	599	DOTTIE'S PIES	1135	1	02-00-7240	.00	310.00	310.00
Total 62054:								.00		310.00
62055										
10/22	10/06/2022	62055	177	DXP ENTERPRISES INC	53146769	1	05-00-7520	.00	615.82	615.82
Total 62055:								.00		615.82
62056										
10/22	10/06/2022	62056	585	GREGORY BRINCK	SEPT22 CO	1	01-01-7240	.00	54.32	54.32
Total 62056:								.00		54.32
62057										
10/22	10/06/2022	62057	99	HILL & ROBBINS P.C.	2615	1	07-00-7310	.00	1,230.00	1,230.00
Total 62057:								.00		1,230.00
62058										
10/22	10/06/2022	62058	285	KEY PEOPLE CO	60922284	1	02-00-7315	.00	30.03	30.03

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Total 62058:								.00		30.03
62059										
10/22	10/06/2022	62059	44	LAW OFFICE OF AVI S ROCKLIN	2750	1	01-02-5130	.00	1,891.50	1,891.50
10/22	10/06/2022	62059	44	LAW OFFICE OF AVI S ROCKLIN	2752	1	02-00-7315	.00	312.00	312.00
Total 62059:								.00		2,203.50
62060										
10/22	10/06/2022	62060	596	LIGHTFIELD ENTERPRISES INC	54970	1	03-00-7350	.00	2,400.00	2,400.00
Total 62060:								.00		2,400.00
62061										
10/22	10/06/2022	62061	1002	MASTERS TELECOM LLC	9222	1	01-01-7210	.00	34.82	34.82
Total 62061:								.00		34.82
62062										
10/22	10/06/2022	62062	481	McDONALD FARMS ENTERPRIS	0061707-IN	1	05-00-7310	.00	12,528.50	12,528.50
10/22	10/06/2022	62062	481	McDONALD FARMS ENTERPRIS	0065249-IN	1	05-00-7310	.00	13,053.50	13,053.50
Total 62062:								.00		25,582.00
62063										
10/22	10/06/2022	62063	87	NORTH WELD HERALD	4922	1	01-01-7260	.00	1,431.10	1,431.10
10/22	10/06/2022	62063	87	NORTH WELD HERALD	4937	1	02-00-7216	.00	168.00	168.00
Total 62063:								.00		1,599.10
62064										
10/22	10/06/2022	62064	432	PIVOT ENERGY	9E605051	1	03-00-7515	.00	8,079.05	8,079.05
Total 62064:								.00		8,079.05
62065										
10/22	10/06/2022	62065	94	POSTMASTER	JUN - OCT 2	1	07-00-7310	.00	600.00	600.00
10/22	10/06/2022	62065	94	POSTMASTER	JUN - OCT 2	2	04-00-7310	.00	2,100.00	2,100.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
10/22	10/06/2022	62065	94	POSTMASTER	JUN - OCT 2	3	05-00-7310	.00	2,100.00	2,100.00
10/22	10/06/2022	62065	94	POSTMASTER	JUN - OCT 2	4	06-00-7310	.00	1,200.00	1,200.00
Total 62065:								.00		6,000.00
62066										
10/22	10/06/2022	62066	95	POULSEN ACE HARDWARE	TOWN AUG	1	01-03-7215	.00	176.73	176.73
10/22	10/06/2022	62066	95	POULSEN ACE HARDWARE	TOWN AUG	2	01-04-7215	.00	300.84	300.84
10/22	10/06/2022	62066	95	POULSEN ACE HARDWARE	TOWN AUG	3	03-00-7215	.00	76.18	76.18
10/22	10/06/2022	62066	95	POULSEN ACE HARDWARE	TOWN AUG	4	04-00-7215	.00	96.18	96.18
10/22	10/06/2022	62066	95	POULSEN ACE HARDWARE	TOWN AUG	5	05-00-7215	.00	50.75	50.75
10/22	10/06/2022	62066	95	POULSEN ACE HARDWARE	TOWN AUG	6	01-02-7215	.00	33.27	33.27
10/22	10/06/2022	62066	95	POULSEN ACE HARDWARE	TOWN AUG	7	01-02-5125	.00	91.85	91.85
10/22	10/06/2022	62066	95	POULSEN ACE HARDWARE	TOWN AUG	8	01-02-7240	.00	17.40	17.40
10/22	10/06/2022	62066	95	POULSEN ACE HARDWARE	TOWN AUG	9	01-02-5300	.00	13.36	13.36
Total 62066:								.00		856.56
62067										
10/22	10/06/2022	62067	296	PROCODE INC	1	1	01-01-7410	.00	25,136.96	25,136.96
Total 62067:								.00		25,136.96
62068										
10/22	10/06/2022	62068	416	QUALITY CONCRETE IN COLOR	0547	1	03-00-9220	.00	8,900.00	8,900.00
Total 62068:								.00		8,900.00
62069										
10/22	10/06/2022	62069	261	REEDESIGN CONCEPTS	20105 CM	1	03-00-7610	.00	16.50-	16.50-
10/22	10/06/2022	62069	261	REEDESIGN CONCEPTS	20511	1	03-00-7610	.00	336.00	336.00
Total 62069:								.00		319.50
62070										
10/22	10/06/2022	62070	592	SQUEAKY CLEAN WINDOW	4995	1	01-06-7520	.00	225.00	225.00
10/22	10/06/2022	62070	592	SQUEAKY CLEAN WINDOW	5245	1	01-06-7520	.00	225.00	225.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 62070:								.00		450.00
62071										
10/22	10/06/2022	62071	597	STRATEGIC GOVERNMENT RE	2022-105389	1	01-01-7310	.00	5,056.15	5,056.15
Total 62071:								.00		5,056.15
62072										
10/22	10/06/2022	62072	157	TDS BROADBAND LLC	2379 OCT22	1	01-01-7220	.00	57.98	57.98
10/22	10/06/2022	62072	157	TDS BROADBAND LLC	2379 OCT22	2	01-01-7220	.00	57.97	57.97
Total 62072:								.00		115.95
62073										
10/22	10/06/2022	62073	598	UNIVERSAL HEATING AND AC	0000003	1	07-00-9150	.00	14,500.00	14,500.00
Total 62073:								.00		14,500.00
62074										
10/22	10/06/2022	62074	186	UTILITY NOTIFICATION CENTE	222090491	1	05-00-7310	.00	31.85	31.85
10/22	10/06/2022	62074	186	UTILITY NOTIFICATION CENTE	222090491	2	04-00-7310	.00	31.85	31.85
Total 62074:								.00		63.70
62075										
10/22	10/06/2022	62075	313	VERIZON WIRELESS	9916507778	1	01-01-7220	.00	508.55	508.55
10/22	10/06/2022	62075	313	VERIZON WIRELESS	9916507778	2	01-03-7215	.00	50.76	50.76
10/22	10/06/2022	62075	313	VERIZON WIRELESS	9916507778	3	01-02-7220	.00	323.72	323.72
10/22	10/06/2022	62075	313	VERIZON WIRELESS	9916507778	4	01-04-7215	.00	116.15	116.15
10/22	10/06/2022	62075	313	VERIZON WIRELESS	9916507778	5	03-00-7215	.00	103.53	103.53
10/22	10/06/2022	62075	313	VERIZON WIRELESS	9916507778	6	04-00-7510	.00	141.53	141.53
10/22	10/06/2022	62075	313	VERIZON WIRELESS	9916507778	7	05-00-7510	.00	141.53	141.53
10/22	10/06/2022	62075	313	VERIZON WIRELESS	9916590661	1	04-00-7510	.00	145.08	145.08
10/22	10/06/2022	62075	313	VERIZON WIRELESS	9916875079	1	01-02-7220	.00	1,048.92	1,048.92
Total 62075:								.00		2,579.77

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62076										
10/22	10/06/2022	62076	224	WASTE MANAGEMENT	4946197-253	1	06-00-9030	.00	40,652.80	40,652.80
10/22	10/06/2022	62076	224	WASTE MANAGEMENT	4947141-253	1	06-00-9030	.00	532.48	532.48
Total 62076:								.00		41,185.28
62077										
10/22	10/06/2022	62077	601	WELD COUNTY SHERIFF'S OFF	HEIN-NUTZ	1	01-02-8535	.00	1,280.00	1,280.00
Total 62077:								.00		1,280.00
62078										
10/22	10/06/2022	62078	56	XCEL ENERGY	796277825	1	03-00-7515	.00	5.82	5.82
Total 62078:								.00		5.82
62079										
10/22	10/06/2022	62079	236	XEROX CORPORATION	IN4005471	1	01-01-7230	.00	114.33	114.33
10/22	10/06/2022	62079	236	XEROX CORPORATION	IN4005471	2	01-01-7230	.00	44.51	44.51
Total 62079:								.00		158.84
62080										
10/22	10/18/2022	62080	399	AMERICAN FIDELITY Flex	6017229	1	01-00-2250	.00	120.82	120.82
10/22	10/18/2022	62080	399	AMERICAN FIDELITY Flex	6017229	2	03-00-2250	.00	15.83	15.83
10/22	10/18/2022	62080	399	AMERICAN FIDELITY Flex	6017229	3	04-00-2250	.00	30.00	30.00
10/22	10/18/2022	62080	399	AMERICAN FIDELITY Flex	6017747	1	01-00-2250	.00	120.82	120.82
10/22	10/18/2022	62080	399	AMERICAN FIDELITY Flex	6017747	2	03-00-2250	.00	15.83	15.83
10/22	10/18/2022	62080	399	AMERICAN FIDELITY Flex	6017747	3	04-00-2250	.00	30.00	30.00
10/22	10/18/2022	62080	399	AMERICAN FIDELITY Flex	6043051	1	01-00-2250	.00	120.83	120.83
10/22	10/18/2022	62080	399	AMERICAN FIDELITY Flex	6043051	2	02-00-2250	.00	40.00	40.00
10/22	10/18/2022	62080	399	AMERICAN FIDELITY Flex	6043051	3	04-00-2250	.00	104.16	104.16
10/22	10/18/2022	62080	399	AMERICAN FIDELITY Flex	6043622	1	01-00-2250	.00	120.83	120.83
10/22	10/18/2022	62080	399	AMERICAN FIDELITY Flex	6043622	2	02-00-2250	.00	40.00	40.00
10/22	10/18/2022	62080	399	AMERICAN FIDELITY Flex	6043622	3	04-00-2250	.00	104.16	104.16
10/22	10/18/2022	62080	399	AMERICAN FIDELITY Flex	6048245	1	01-00-2250	.00	120.83	120.83
10/22	10/18/2022	62080	399	AMERICAN FIDELITY Flex	6048245	2	02-00-2250	.00	40.00	40.00
10/22	10/18/2022	62080	399	AMERICAN FIDELITY Flex	6048245	3	04-00-2250	.00	104.16	104.16
10/22	10/18/2022	62080	399	AMERICAN FIDELITY Flex	6050578	1	01-00-2250	.00	120.83	120.83

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
10/22	10/18/2022	62080	399	AMERICAN FIDELITY Flex	6050578	2	02-00-2250	.00	40.00	40.00
10/22	10/18/2022	62080	399	AMERICAN FIDELITY Flex	6050578	3	04-00-2250	.00	104.16	104.16
Total 62080:								.00		1,393.26
62081										
10/22	10/18/2022	62081	496	ARELLANO AUTOMOTIVE LLC	I001465	1	01-02-7225	.00	78.11	78.11
Total 62081:								.00		78.11
62082										
10/22	10/18/2022	62082	53	ATMOS ENERGY	3635-SEPT2	1	01-06-7510	.00	29.06	29.06
Total 62082:								.00		29.06
62083										
10/22	10/18/2022	62083	430	BUCKLEN EQUIPMENT COMPA	97942	1	05-00-7520	.00	466.21	466.21
Total 62083:								.00		466.21
62084										
10/22	10/18/2022	62084	602	BUDGET BLINDS	3740-TPT	1	01-02-7240	.00	5,936.72	5,936.72
Total 62084:								.00		5,936.72
62085										
10/22	10/18/2022	62085	390	CASELLE	120317	1	01-01-7280	.00	739.00	739.00
Total 62085:								.00		739.00
62086										
10/22	10/18/2022	62086	138	CLEAR PERCEPTIONS	55381	1	01-02-7215	.00	1,020.00	1,020.00
Total 62086:								.00		1,020.00
62087										
10/22	10/18/2022	62087	342	COUNTRY JOHNS	22-3638	1	01-03-7215	.00	115.00	115.00
10/22	10/18/2022	62087	342	COUNTRY JOHNS	22-3639	1	01-04-7215	.00	115.00	115.00
10/22	10/18/2022	62087	342	COUNTRY JOHNS	22-3640	1	01-04-7215	.00	208.00	208.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
10/22	10/18/2022	62087	342	COUNTRY JOHNS	22-3641	1	01-04-7215	.00	208.00	208.00
10/22	10/18/2022	62087	342	COUNTRY JOHNS	22-3642	1	01-04-7215	.00	208.00	208.00
10/22	10/18/2022	62087	342	COUNTRY JOHNS	22-3643	1	04-00-7215	.00	115.00	115.00
Total 62087:								.00		969.00
62088										
10/22	10/18/2022	62088	262	DBC IRRIGATION SUPPLY	S4813200.00	1	01-04-7215	.00	127.83	127.83
Total 62088:								.00		127.83
62089										
10/22	10/18/2022	62089	557	Duran Excavating	COLLINS 35	1	03-00-5700	.00	68,683.15	68,683.15
Total 62089:								.00		68,683.15
62090										
10/22	10/18/2022	62090	177	DXP ENTERPRISES INC	52621258	1	05-00-7520	.00	6,468.60	6,468.60
10/22	10/18/2022	62090	177	DXP ENTERPRISES INC	52868120	1	05-00-7520	.00	234.31	234.31
Total 62090:								.00		6,702.91
62091										
10/22	10/18/2022	62091	81	EATON AREA HISTORICAL SOCI	245	1	01-07-9240	.00	8,872.00	8,872.00
Total 62091:								.00		8,872.00
62092										
10/22	10/18/2022	62092	604	EMEDCO	9351197749	1	03-00-7610	.00	1,118.97	1,118.97
Total 62092:								.00		1,118.97
62093										
10/22	10/18/2022	62093	21	EON OFFICE INC	WO-3691935	1	01-02-7210	.00	38.58	38.58
Total 62093:								.00		38.58
62094										
10/22	10/18/2022	62094	165	FIRST CLASS SECURITY SYST	136495	1	02-00-7315	.00	92.85	92.85

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Total 62094:								.00		92.85
62095										
10/22	10/18/2022	62095	51	GOULD PARTS INC	SEPT STATE	1	03-00-7525	.00	11.38	11.38
10/22	10/18/2022	62095	51	GOULD PARTS INC	SEPT STATE	2	01-02-7215	.00	129.16	129.16
Total 62095:								.00		140.54
62096										
10/22	10/18/2022	62096	31	HERITAGE MARKET	SEPTEMBE	1	01-01-7290	.00	510.03	510.03
10/22	10/18/2022	62096	31	HERITAGE MARKET	SEPTEMBE	2	05-00-7215	.00	45.66	45.66
10/22	10/18/2022	62096	31	HERITAGE MARKET	SEPTEMBE	3	01-01-7210	.00	9.96	9.96
10/22	10/18/2022	62096	31	HERITAGE MARKET	SEPTEMBE	4	04-00-7215	.00	44.92	44.92
10/22	10/18/2022	62096	31	HERITAGE MARKET	SEPTEMBE	5	01-03-7215	.00	12.06	12.06
10/22	10/18/2022	62096	31	HERITAGE MARKET	SEPTEMBE	6	03-00-7215	.00	12.05	12.05
10/22	10/18/2022	62096	31	HERITAGE MARKET	SEPTEMBE	7	01-02-7215	.00	38.27	38.27
Total 62096:								.00		672.95
62097										
10/22	10/18/2022	62097	10	JOHN DEERE FINANCIAL	SEPT22 STA	1	01-04-7400	.00	20.79	20.79
10/22	10/18/2022	62097	10	JOHN DEERE FINANCIAL	SEPT22 STA	2	03-00-7400	.00	20.80	20.80
Total 62097:								.00		41.59
62098										
10/22	10/18/2022	62098	603	KURB APPEAL LLC	003405	1	01-06-7320	.00	2,290.00	2,290.00
Total 62098:								.00		2,290.00
62099										
10/22	10/18/2022	62099	44	LAW OFFICE OF AVI S ROCKLIN	2749	1	01-01-7320	.00	9,048.00	9,048.00
10/22	10/18/2022	62099	44	LAW OFFICE OF AVI S ROCKLIN	2749	2	04-00-7310	.00	292.50	292.50
10/22	10/18/2022	62099	44	LAW OFFICE OF AVI S ROCKLIN	2749	3	01-08-7320	.00	117.00	117.00
10/22	10/18/2022	62099	44	LAW OFFICE OF AVI S ROCKLIN	2751	1	01-08-7320	.00	206.50	206.50
Total 62099:								.00		9,664.00

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62100										
10/22	10/18/2022	62100	220	LIFE STORIES	11-736	1	01-02-7215	.00	94.00	94.00
Total 62100:								.00		94.00
62101										
10/22	10/18/2022	62101	166	MARISELA AGUILAR	E2	1	01-02-5125	.00	90.00	90.00
Total 62101:								.00		90.00
62102										
10/22	10/18/2022	62102	481	McDONALD FARMS ENTERPRIS	0065541-IN	1	05-00-7310	.00	12,716.00	12,716.00
10/22	10/18/2022	62102	481	McDONALD FARMS ENTERPRIS	065954-IN	1	05-00-7310	.00	12,491.00	12,491.00
Total 62102:								.00		25,207.00
62103										
10/22	10/18/2022	62103	88	NORTH WELD COUNTY WATER	9000 SEPT2	1	04-00-9000	.00	125,678.21	125,678.21
Total 62103:								.00		125,678.21
62104										
10/22	10/18/2022	62104	87	NORTH WELD HERALD	4941	1	01-07-9210	.00	396.00	396.00
Total 62104:								.00		396.00
62105										
10/22	10/18/2022	62105	605	NORTHERN PLAINS PUBLIC LIB	S62249	1	02-00-8530	.00	195.00	195.00
Total 62105:								.00		195.00
62106										
10/22	10/18/2022	62106	95	POULSEN ACE HARDWARE	TOWN SEPT	1	01-03-7215	.00	276.68	276.68
10/22	10/18/2022	62106	95	POULSEN ACE HARDWARE	TOWN SEPT	2	01-04-7215	.00	353.70	353.70
10/22	10/18/2022	62106	95	POULSEN ACE HARDWARE	TOWN SEPT	3	05-00-7215	.00	1.50	1.50
10/22	10/18/2022	62106	95	POULSEN ACE HARDWARE	TOWN SEPT	4	05-00-7520	.00	268.92	268.92
10/22	10/18/2022	62106	95	POULSEN ACE HARDWARE	TOWN SEPT	5	04-00-7215	.00	96.41	96.41
10/22	10/18/2022	62106	95	POULSEN ACE HARDWARE	TOWN SEPT	6	03-00-7215	.00	67.93	67.93
10/22	10/18/2022	62106	95	POULSEN ACE HARDWARE	TOWN SEPT	7	01-02-9120	.00	17.64	17.64

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Total 62106:								.00		1,082.78
62107										
10/22	10/18/2022	62107	541	SLATE COMMUNICATIONS	2724	1	01-01-7310	.00	2,500.00	2,500.00
Total 62107:								.00		2,500.00
62108										
10/22	10/18/2022	62108	592	SQUEAKY CLEAN WINDOW	5375	1	01-06-7520	.00	265.00	265.00
Total 62108:								.00		265.00
62109										
10/22	10/18/2022	62109	437	TREE CARE UNLIMITED	8675	1	01-03-7530	.00	720.00	720.00
10/22	10/18/2022	62109	437	TREE CARE UNLIMITED	8675	2	01-06-7520	.00	720.00	720.00
10/22	10/18/2022	62109	437	TREE CARE UNLIMITED	8675	3	01-04-7530	.00	1,440.00	1,440.00
Total 62109:								.00		2,880.00
62110										
10/22	10/18/2022	62110	224	WASTE MANAGEMENT	4939593-254	1	01-03-7510	.00	30.00	30.00
10/22	10/18/2022	62110	224	WASTE MANAGEMENT	4939593-254	2	01-04-7510	.00	30.00	30.00
10/22	10/18/2022	62110	224	WASTE MANAGEMENT	4939593-254	3	03-00-7510	.00	30.00	30.00
10/22	10/18/2022	62110	224	WASTE MANAGEMENT	4939593-254	4	04-00-7510	.00	30.00	30.00
10/22	10/18/2022	62110	224	WASTE MANAGEMENT	4939593-254	5	05-00-7510	.00	30.00	30.00
10/22	10/18/2022	62110	224	WASTE MANAGEMENT	4948479-253	1	01-03-7510	.00	55.02	55.02
10/22	10/18/2022	62110	224	WASTE MANAGEMENT	4948479-253	2	01-04-7510	.00	55.02	55.02
10/22	10/18/2022	62110	224	WASTE MANAGEMENT	4948479-253	3	03-00-7510	.00	55.02	55.02
10/22	10/18/2022	62110	224	WASTE MANAGEMENT	4948479-253	4	04-00-7510	.00	55.01	55.01
10/22	10/18/2022	62110	224	WASTE MANAGEMENT	4948479-253	5	05-00-7510	.00	55.01	55.01
Total 62110:								.00		425.08
62111										
10/22	10/18/2022	62111	501	WESLEY LAVANCHY	VEH STIPEN	1	01-01-7230	.00	500.00	500.00
Total 62111:								.00		500.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
62112										
10/22	10/18/2022	62112	591	WEX	83878842	1	01-03-5620	.00	218.44	218.44
10/22	10/18/2022	62112	591	WEX	83878842	2	01-04-5620	.00	585.18	585.18
10/22	10/18/2022	62112	591	WEX	83878842	3	01-02-5620	.00	2,996.97	2,996.97
10/22	10/18/2022	62112	591	WEX	83878842	4	05-00-5620	.00	428.96	428.96
10/22	10/18/2022	62112	591	WEX	83878842	5	03-00-5620	.00	464.49	464.49
10/22	10/18/2022	62112	591	WEX	83878842	6	04-00-5620	.00	587.21	587.21
Total 62112:								.00		5,281.25
62113										
10/22	10/18/2022	62113	56	XCEL ENERGY	795720856 L	1	01-03-7215	.00	15.47	15.47
10/22	10/18/2022	62113	56	XCEL ENERGY	798063836	1	01-04-7510	.00	18.30	18.30
10/22	10/18/2022	62113	56	XCEL ENERGY	798530854	1	03-00-7515	.00	6,871.76	6,871.76
10/22	10/18/2022	62113	56	XCEL ENERGY	799187902	1	05-00-7510	.00	431.40	431.40
10/22	10/18/2022	62113	56	XCEL ENERGY	799255653	1	01-04-7510	.00	16.26	16.26
10/22	10/18/2022	62113	56	XCEL ENERGY	799265594	1	01-04-7510	.00	86.59	86.59
10/22	10/18/2022	62113	56	XCEL ENERGY	799330742	1	01-06-7510	.00	25.36	25.36
10/22	10/18/2022	62113	56	XCEL ENERGY	799586297	1	01-06-7510	.00	23.42	23.42
10/22	10/18/2022	62113	56	XCEL ENERGY	799777203	1	01-03-7510	.00	391.56	391.56
10/22	10/18/2022	62113	56	XCEL ENERGY	800007455	1	01-04-7510	.00	11.73	11.73
Total 62113:								.00		7,891.85
62114										
10/22	10/18/2022	62114	236	XEROX CORPORATION	IN4036498	1	01-01-7230	.00	114.33	114.33
Total 62114:								.00		114.33
62115										
10/22	10/18/2022	62115	128	ALL COPY PRODUCTS INC	AR3698195	1	01-02-7210	.00	183.75	183.75
10/22	10/18/2022	62115	128	ALL COPY PRODUCTS INC	AR3698195	2	01-02-5125	.00	78.75	78.75
Total 62115:								.00		262.50
62116										
10/22	10/18/2022	62116	25	GRANITE TELECOMMUNICATIO	576551550	1	01-02-7220	.00	156.17	156.17
10/22	10/18/2022	62116	25	GRANITE TELECOMMUNICATIO	576551550	2	01-01-7220	.00	156.17	156.17

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 62116:								.00		312.34
100722001										
10/22	10/07/2022	100722001	2	AGFINITY INC	Z89999	1	01-02-7225	.00	32.00	32.00
Total 100722001:								.00		32.00
100722002										
10/22	10/07/2022	100722002	170	DATA CONTROL SYSTEMS INC	40130	1	01-01-7230	.00	433.40	433.40
Total 100722002:								.00		433.40
100722003										
10/22	10/07/2022	100722003	474	FIRST ARMORED SERVICES	1732	1	01-02-7225	.00	165.00	165.00
Total 100722003:								.00		165.00
100722004										
10/22	10/07/2022	100722004	71	MY OFFICE ETC	291161-0	1	01-01-7210	.00	129.90	129.90
10/22	10/07/2022	100722004	71	MY OFFICE ETC	291272-0	1	01-01-7230	.00	132.43	132.43
10/22	10/07/2022	100722004	71	MY OFFICE ETC	291299-0	1	01-01-7230	.00	22.15	22.15
10/22	10/07/2022	100722004	71	MY OFFICE ETC	291340-0	1	01-01-7210	.00	29.06	29.06
10/22	10/07/2022	100722004	71	MY OFFICE ETC	291340-1	1	01-01-7210	.00	88.10	88.10
10/22	10/07/2022	100722004	71	MY OFFICE ETC	291340-2	1	04-00-7210	.00	65.68	65.68
10/22	10/07/2022	100722004	71	MY OFFICE ETC	291534-0	1	05-00-7210	.00	48.08	48.08
Total 100722004:								.00		515.40
101822001										
10/22	10/18/2022	101822001	367	BASELINE	25968	1	03-00-5700	.00	5,022.75	5,022.75
10/22	10/18/2022	101822001	367	BASELINE	SEPT STATE	1	01-08-7310	.00	1,622.50	1,622.50
10/22	10/18/2022	101822001	367	BASELINE	SEPT STATE	2	01-08-6270	.00	765.00	765.00
10/22	10/18/2022	101822001	367	BASELINE	SEPT STATE	3	01-08-6270	.00	4,801.25	4,801.25
10/22	10/18/2022	101822001	367	BASELINE	SEPT STATE	4	01-08-7310	.00	5,067.50	5,067.50
10/22	10/18/2022	101822001	367	BASELINE	SEPT STATE	5	01-08-6270	.00	510.00	510.00
10/22	10/18/2022	101822001	367	BASELINE	SEPT STATE	6	01-08-6270	.00	148.75	148.75
10/22	10/18/2022	101822001	367	BASELINE	SEPT STATE	7	01-08-6270	.00	186.25	186.25
10/22	10/18/2022	101822001	367	BASELINE	SEPT STATE	8	01-08-6270	.00	276.25	276.25

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
10/22	10/18/2022	101822001	367	BASELINE	SEPT STATE	9	01-08-6270	.00	2,082.50	2,082.50
10/22	10/18/2022	101822001	367	BASELINE	SEPT STATE	10	01-08-6270	.00	776.25	776.25
10/22	10/18/2022	101822001	367	BASELINE	SEPT STATE	11	01-08-6270	.00	510.00	510.00
Total 101822001:								.00		21,769.00
101822002										
10/22	10/18/2022	101822002	474	FIRST ARMORED SERVICES LL	1743	1	01-02-7225	.00	170.38	170.38
Total 101822002:								.00		170.38
101822003										
10/22	10/18/2022	101822003	230	HARSH INTERNATIONAL INC	25229	1	01-02-7215	.00	130.00	130.00
Total 101822003:								.00		130.00
101822004										
10/22	10/18/2022	101822004	285	KEY PEOPLE CO	61022059	1	02-00-7315	.00	1,625.00	1,625.00
Total 101822004:								.00		1,625.00
101822005										
10/22	10/18/2022	101822005	71	MY OFFICE ETC	291713-0	1	01-01-7210	.00	206.41	206.41
10/22	10/18/2022	101822005	71	MY OFFICE ETC	291713-1	1	06-00-7210	.00	97.90	97.90
Total 101822005:								.00		304.31
101822006										
10/22	10/18/2022	101822006	191	NORTHERN ENGINEERING INC	1127-001/000	1	01-08-7350	.00	225.00	225.00
10/22	10/18/2022	101822006	191	NORTHERN ENGINEERING INC	1127-001/000	2	04-00-7320	.00	1,088.10	1,088.10
10/22	10/18/2022	101822006	191	NORTHERN ENGINEERING INC	1127-001/000	3	01-01-7310	.00	2,265.49	2,265.49
10/22	10/18/2022	101822006	191	NORTHERN ENGINEERING INC	1127-001/000	4	05-00-7320	.00	2,617.00	2,617.00
10/22	10/18/2022	101822006	191	NORTHERN ENGINEERING INC	1127-001/000	5	03-00-7310	.00	1,697.20	1,697.20
10/22	10/18/2022	101822006	191	NORTHERN ENGINEERING INC	1127-001/000	6	01-08-7350	.00	1,140.00	1,140.00
10/22	10/18/2022	101822006	191	NORTHERN ENGINEERING INC	1127-001/000	7	01-01-7310	.00	765.00	765.00
10/22	10/18/2022	101822006	191	NORTHERN ENGINEERING INC	1127-001/000	8	01-03-9130	.00	38.75	38.75
10/22	10/18/2022	101822006	191	NORTHERN ENGINEERING INC	1127-001/000	9	03-00-5700	.00	2,033.04	2,033.04
10/22	10/18/2022	101822006	191	NORTHERN ENGINEERING INC	1127-001/000	10	03-00-7320	.00	315.00	315.00
10/22	10/18/2022	101822006	191	NORTHERN ENGINEERING INC	1127-001/000	11	01-08-7350	.00	225.00	225.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
10/22	10/18/2022	101822006	191	NORTHERN ENGINEERING INC	1127-001/000	12	01-08-7350	.00	358.75	358.75
10/22	10/18/2022	101822006	191	NORTHERN ENGINEERING INC	1127-001/000	13	01-08-7350	.00	102.50	102.50
10/22	10/18/2022	101822006	191	NORTHERN ENGINEERING INC	1127-001/000	14	01-08-7350	.00	205.00	205.00
10/22	10/18/2022	101822006	191	NORTHERN ENGINEERING INC	1127-003/000	1	04-00-7310	.00	2,100.00	2,100.00
Total 101822006:								.00		15,175.83
Grand Totals:								.00		501,708.53

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
01-00-1140	65.88	.00	65.88
01-00-2000	22.00	125,302.33-	125,280.33-
01-00-2250	1,359.39	.00	1,359.39
01-01-6150	1,300.00	.00	1,300.00
01-01-6160	6,715.00	.00	6,715.00
01-01-6180	277.68	.00	277.68
01-01-7210	498.25	.00	498.25
01-01-7220	832.67	.00	832.67
01-01-7230	4,938.56	.00	4,938.56
01-01-7240	54.32	.00	54.32
01-01-7260	1,431.10	.00	1,431.10
01-01-7280	739.00	.00	739.00
01-01-7290	510.03	.00	510.03
01-01-7310	12,774.35	.00	12,774.35
01-01-7320	9,048.00	.00	9,048.00
01-01-7410	25,136.96	.00	25,136.96
01-02-5125	941.62	.00	941.62
01-02-5130	1,891.50	.00	1,891.50
01-02-5300	13.36	.00	13.36
01-02-5620	2,996.97	.00	2,996.97
01-02-6180	656.22	.00	656.22
01-02-7210	1,635.69	.00	1,635.69
01-02-7215	1,597.28	.00	1,597.28
01-02-7220	1,580.80	.00	1,580.80

GL Account	Debit	Credit	Proof
01-02-7225	1,351.19	22.00-	1,329.19
01-02-7240	5,954.12	.00	5,954.12
01-02-8535	1,280.00	.00	1,280.00
01-02-9120	17.64	.00	17.64
01-03-5620	218.44	.00	218.44
01-03-6180	61.50	.00	61.50
01-03-7215	906.38	.00	906.38
01-03-7510	476.58	.00	476.58
01-03-7530	720.00	.00	720.00
01-03-9130	38.75	.00	38.75
01-04-5620	585.18	.00	585.18
01-04-6180	64.20	.00	64.20
01-04-7215	1,663.66	.00	1,663.66
01-04-7400	20.79	.00	20.79
01-04-7510	368.25	.00	368.25
01-04-7530	1,440.00	.00	1,440.00
01-06-7215	552.73	.00	552.73
01-06-7320	2,290.00	.00	2,290.00
01-06-7510	269.29	.00	269.29
01-06-7520	1,435.00	.00	1,435.00
01-07-9210	396.00	.00	396.00
01-07-9240	8,872.00	.00	8,872.00
01-08-6270	10,056.25	.00	10,056.25
01-08-7310	6,690.00	.00	6,690.00
01-08-7320	323.50	.00	323.50
01-08-7350	2,256.25	.00	2,256.25
02-00-2000	.00	5,919.74-	5,919.74-
02-00-2250	250.60	.00	250.60
02-00-6180	135.52	.00	135.52
02-00-7216	168.00	.00	168.00
02-00-7240	310.00	.00	310.00
02-00-7315	4,628.15	.00	4,628.15
02-00-7510	32.47	.00	32.47
02-00-8530	195.00	.00	195.00
02-00-8600	200.00	.00	200.00
03-00-2000	16.50	106,579.41-	106,562.91-
03-00-2250	59.66	.00	59.66
03-00-5620	464.49	.00	464.49
03-00-5700	75,738.94	.00	75,738.94
03-00-6180	81.67	.00	81.67

GL Account	Debit	Credit	Proof
03-00-7215	259.69	.00	259.69
03-00-7310	1,831.16	.00	1,831.16
03-00-7320	315.00	.00	315.00
03-00-7350	2,400.00	.00	2,400.00
03-00-7400	20.80	.00	20.80
03-00-7510	85.02	.00	85.02
03-00-7515	14,956.63	.00	14,956.63
03-00-7525	11.38	.00	11.38
03-00-7610	1,454.97	16.50-	1,438.47
03-00-9220	8,900.00	.00	8,900.00
04-00-2000	.00	133,937.01-	133,937.01-
04-00-2250	580.80	.00	580.80
04-00-5620	587.21	.00	587.21
04-00-6180	109.94	.00	109.94
04-00-7210	65.68	.00	65.68
04-00-7215	352.51	.00	352.51
04-00-7310	5,102.94	.00	5,102.94
04-00-7320	1,088.10	.00	1,088.10
04-00-7510	371.62	.00	371.62
04-00-9000	125,678.21	.00	125,678.21
05-00-2000	.00	65,413.51-	65,413.51-
05-00-2250	33.40	.00	33.40
05-00-5620	428.96	.00	428.96
05-00-6180	74.20	.00	74.20
05-00-7210	48.08	.00	48.08
05-00-7215	97.91	.00	97.91
05-00-7310	53,099.44	.00	53,099.44
05-00-7320	2,617.00	.00	2,617.00
05-00-7510	960.66	.00	960.66
05-00-7520	8,053.86	.00	8,053.86
06-00-2000	.00	42,483.18-	42,483.18-
06-00-7210	97.90	.00	97.90
06-00-7310	1,200.00	.00	1,200.00
06-00-9030	41,185.28	.00	41,185.28
07-00-2000	.00	22,022.56-	22,022.56-
07-00-7310	7,522.56	.00	7,522.56
07-00-9150	14,500.00	.00	14,500.00
08-00-2000	.00	89.29-	89.29-
08-00-6230	89.29	.00	89.29

GL Account	Debit	Credit	Proof
Grand Totals:	501,785.53	501,785.53-	.00

Dated: _____

Mayor: _____

City Council: _____

_____

_____

_____

_____

_____

City Recorder: _____

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

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.

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

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.

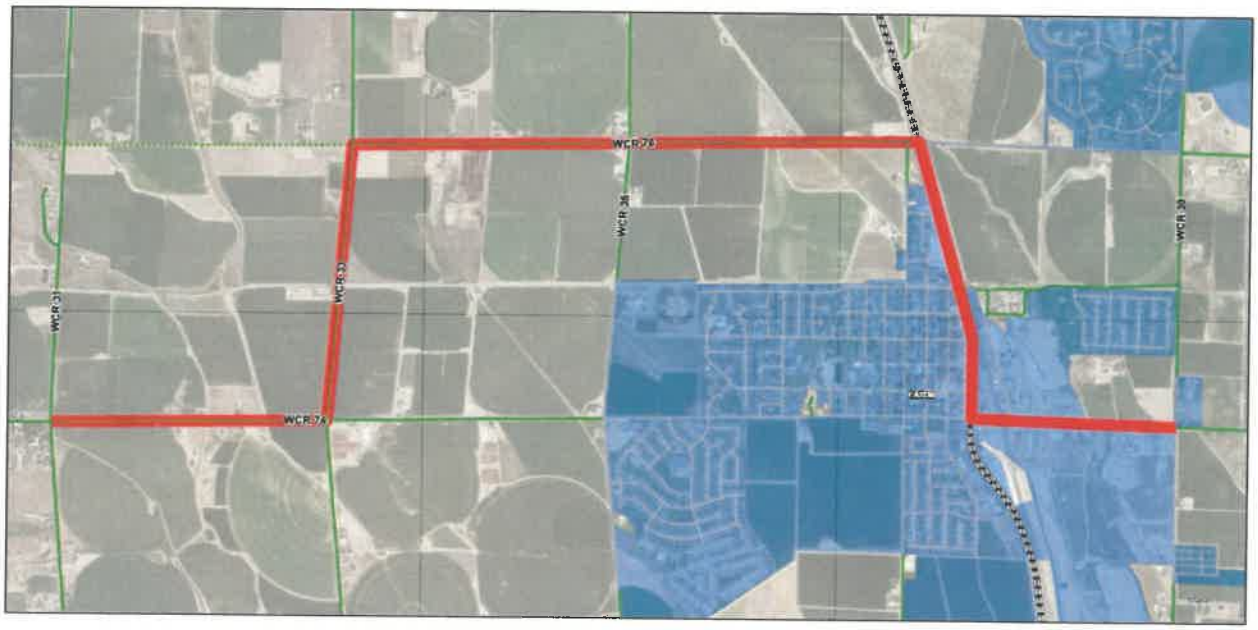
The purpose of this Section is to establish and regulate a designated truck route within the Town to promote compatible land uses and enhance public safety.

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

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

THE TOWN OF EATON COLORADO	EATON **EATON TOWN BOARD** Report
TO: Town Board of Trustees	
FROM: Lorna Younger, HR Consultant	
DATE OF MEETING: November 17, 2022	
TITLE / SUBJECT: Revision of the Town's Employee Handbook	

DESCRIPTION

In the fall of 2021, the Town's Senior Leadership Team, comprised of Interim Town Administrator Wes LaVanchy, Assistant Town Administrator Greg Brinck and Finance Director Faith Smith, identified there was a need to update the Employee Handbook to incorporate the new laws that had been passed or updated by the Colorado state and federal legislative bodies since 2020 when the previous handbook had been created. In addition, they wished to ensure that the Town was applying Human Resources best practices in their approach to the Town's personnel policies and procedures.

SUMMARY

The Town's Senior Leadership Team retained CPS HR, an entity that provides HR Consulting to state and local governments, to revise the Town's Employee Handbook. The Consultant was brought on board in February of 2022. The process has been an in-depth undertaking which has included review and input from the Senior Leadership team, Police Chief Kevin Sturch, Library Director Amber Greene, Town Attorney Avi Rocklin, and the Town's Worker's Compensation and Liability insurance provider CIRSA's Staff Attorney, Sam Light.

KEY POINTS

All sections were closely reviewed to ensure the sections reflected the practices of the Town accurately or were updated to ensure best practices in the future.

New Policies based on new or revised state or federal laws:

- Equal Employment Opportunity/Unlawful Harassment (Page 5 in Revised)
- Public Health Emergency (PHE) Supplemental Sick Leave (Page 14 in Revised)
- Domestic Abuse Leave (Page 16 of Revised)
- Colorado Family Medical Leave Insurance (FAMLI) Leave (Page 19 of Revised)
- Public Health Emergency Whistleblower Law (PHEW) (Page 23 of Revised)
- Accommodations for Nursing Mothers (Page 26 of Revised)

New or updated safety-oriented policies:

- Weapons (Page 24 of Revised)
- Driving on Behalf of the Town (Page 25 of Revised)
- Town Property and Use (Page 27 of Revised)

COST & BUDGET

There is no cost to the Town except for the cost of the hours incurred by the CPS HR Consultant who provided the revision.

RECOMMENDATION

Town staff recommends that the Town of Eaton accept the revised November 2022 Employee Handbook in its entirety.

TOWN OF EATON, COLORADO
RESOLUTION NO. 2022-26

RESOLUTION ADOPTING THE TOWN OF EATON EMPLOYEE HANDBOOK DATED DECEMBER 1, 2022

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

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

WHEREAS, the Town Board previously adopted the Town of Eaton Employee Handbook dated August 24, 2020, setting forth the personnel policies for the Town; and

WHEREAS, to accommodate new and revised policies and procedures and amendments to the law, the Town Administrator recommends that the Town adopt a new personnel manual; and

WHEREAS, to effectuate the foregoing, the Town engaged Cooperative Personnel Services, d/b/a CPS HR Consulting ("CPS HR"), to assist in the drafting of a new personnel manual; and

WHEREAS, on November 17, 2022, the Town Administrator and CPS HR presented the new personnel manual, referred to as the Town of Eaton Employee Handbook dated December 1, 2022, to the Town Board; and

WHEREAS, the Town of Eaton Employee Handbook dated December 1, 2022, is designed as a guide for all employees of the Town, sets forth the Town's commitment to the principles of equal employment opportunities and reflects the Town's desire to employ persons who have the knowledge, skills and abilities to satisfy the essential functions of such person's position; and

WHEREAS, based on the recommendation of the Town Administrator and of CPS HR, the Town Board desires to adopt the Town of Eaton Employee Handbook dated December 1, 2022, and finds that such adoption is in the best interests of the Town.

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

Section 1: The Town Board hereby adopts the Town of Eaton Employee Handbook dated December 1, 2022, a copy of which is attached hereto as Exhibit A.

Section 2: The Town of Eaton Employee Handbook dated August 24, 2020, is hereby superseded and replaced with the Town of Eaton Employee Handbook dated December 1, 2022, adopted herein.

Section 3: All Resolutions, or parts thereof, in conflict with this Resolution are hereby repealed, except that such repealer shall not repeal the repealer clauses of such Resolutions nor revive any Resolution thereby.

Section 4: This Resolution shall be in full force and effect on and after December 1, 2022.

PASSED, SIGNED, APPROVED, AND ADOPTED this 17th day of November, 2022.

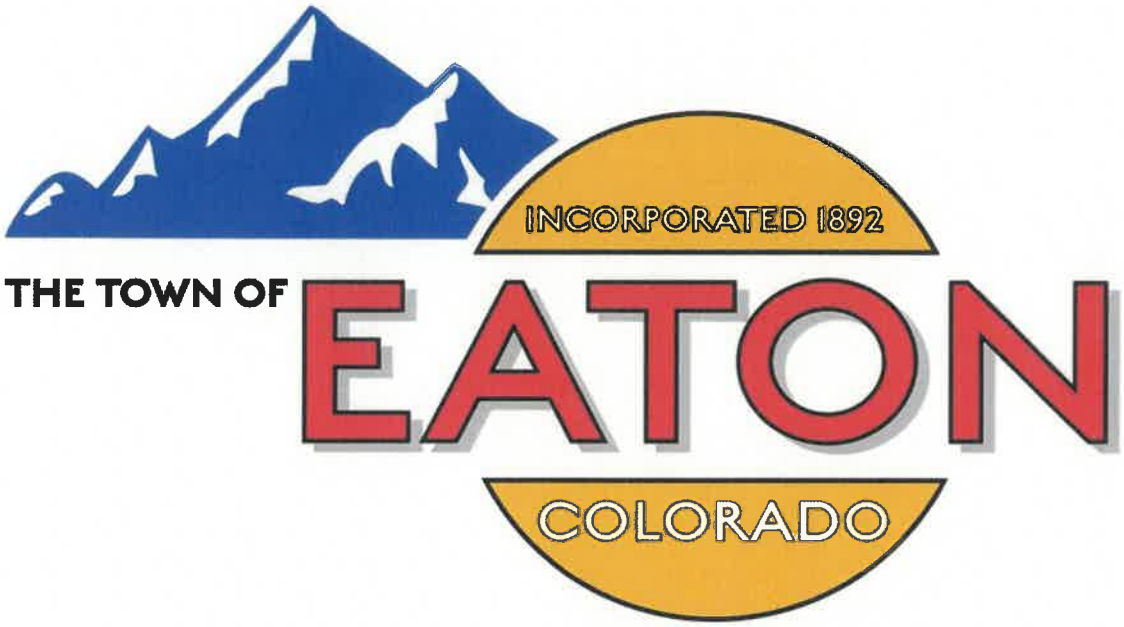
TOWN OF EATON, COLORADO

ATTEST:

By:_____
Margaret Jane Winter, Town Clerk

By:_____
Scott E. Moser, Mayor

Exhibit A



THE TOWN OF EATON EMPLOYEE HANDBOOK

DATED December 1, 2022

IMPORTANT NOTICE

THIS TOWN OF EATON EMPLOYEE HANDBOOK ("HANDBOOK") IS DESIGNED TO ACQUAINT EMPLOYEES WITH THE TOWN OF EATON ("TOWN") AND PROVIDE INFORMATION ABOUT WORKING AT THE TOWN. THIS HANDBOOK IS NOT ALL INCLUSIVE BUT IS INTENDED TO PROVIDE EMPLOYEES WITH A SUMMARY OF SOME OF THE TOWN'S EXPECTATIONS. THIS EDITION SUPERSEDES AND REPLACES ALL PREVIOUSLY ISSUED EDITIONS OF THE HANDBOOK AND ANY INCONSISTENT VERBAL OR WRITTEN POLICY STATEMENTS.

EMPLOYMENT WITH THE TOWN IS "AT-WILL." EMPLOYEES HAVE THE RIGHT TO TERMINATE THEIR EMPLOYMENT RELATIONSHIP WITH THE TOWN FOR ANY REASON AT ANY TIME. THE TOWN SIMILARLY HAS THE RIGHT TO TERMINATE AN EMPLOYEE FOR ANY REASON, WITH OR WITHOUT CAUSE, AT ANY TIME. THE LANGUAGE USED IN THIS HANDBOOK AND ANY VERBAL STATEMENTS MADE BY THE TOWN ARE NOT INTENDED TO CONSTITUTE A CONTRACT OF EMPLOYMENT, EITHER EXPRESS OR IMPLIED, NOR ARE THEY A GUARANTEE OF EMPLOYMENT FOR A SPECIFIC DURATION. NO REPRESENTATIVE OF THE TOWN, OTHER THAN THE TOWN BOARD OF TRUSTEES ("BOARD") OR THE TOWN ADMINISTRATOR, HAS THE AUTHORITY TO ENTER INTO AN AGREEMENT OF EMPLOYMENT FOR ANY SPECIFIED PERIOD AND SUCH AGREEMENT MUST BE IN WRITING, SIGNED BY THE BOARD OR THE TOWN ADMINISTRATOR AND THE EMPLOYEE.

EXCEPT FOR THE "AT-WILL" NATURE OF THE EMPLOYMENT RELATIONSHIP, THE TOWN RESERVES THE RIGHT TO MODIFY, REVISE, SUSPEND OR CHANGE THE TERMS OF THIS HANDBOOK. THESE CHANGES MAY OCCUR AT ANY TIME WITH OR WITHOUT PRIOR NOTICE. NO ORAL STATEMENTS OR REPRESENTATIONS CAN CHANGE THE PROVISIONS OF THIS EMPLOYEE HANDBOOK.

NO EMPLOYEE HANDBOOK CAN ANTICIPATE EVERY CIRCUMSTANCE OR QUESTION. AFTER READING THE HANDBOOK, EMPLOYEES WHO HAVE QUESTIONS SHOULD TALK WITH THEIR SUPERVISOR.

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EMPLOYMENT

A. Equal Employment Opportunity/Unlawful Harassment

The Town is dedicated to the principles of equal employment opportunity, ensuring equal access and opportunity in all matters of compensation, terms, conditions or privileges of employment. The Town prohibits unlawful discrimination and harassment against applicants or employees on the basis of the following protected classes: race (including hair texture, hair type, or a protective hairstyle that is commonly or historically associated with race, such as braids, locs, twists, tight coils or curls, cornrows, Bantu knots, Afros, and headwraps), sex, sexual orientation, gender identity, gender expression, color, religion, national origin, ancestry, creed, age, disability, military status, genetic information, pregnancy, childbirth and related conditions, or any other status protected by applicable federal, state or local law.

Unlawful harassment includes verbal or physical conduct that has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Employees are entitled to be free of unlawful harassment, regardless of the source of such harassment.

B. American's With Disabilities Act (ADA)

The Town complies with all applicable laws prohibiting discrimination in employment against qualified individuals with disabilities. Consistent with the law, the Town will endeavor to make reasonable accommodation for employees who are disabled.

Employees needing such accommodation should contact their supervisor or the Human Resources Representative as soon as possible.

The Town may require that an employee provide a note from a health care provider detailing the medical advisability of reasonable accommodation.

C. Religious Accommodation

The Town complies with all applicable laws prohibiting discrimination in employment against individuals whose work requirements interfere with their religious belief, unless doing so posts under hardship on the Town.

These accommodations pertain to schedule changes or leave for religious observances, but also to such things as dress or grooming practices that an employee has for religious reasons.

When an employee or applicant needs accommodation for religious reasons, they should notify their supervisor or the Town's Human Resources Representative

An employee cannot be forced to participate (or not participate) in a religious activity as a condition of employment.

D. Pregnancy Accommodation

Employees who are otherwise qualified for a position may request reasonable accommodation related to pregnancy, a health condition related to pregnancy or the physical recovery from childbirth. If an employee requests accommodation, the Town will determine whether there is an effective, reasonable accommodation for the employee. A reasonable accommodation will be provided unless it imposes an undue hardship to the Town's business operations.

The Town may require that an employee provide a note from a health care provider detailing the medical advisability of reasonable accommodation. Employees who have questions about this policy or who wish to request reasonable accommodation under this policy should contact their supervisor or the Human Resources Representative as soon as possible.

E. Sexual Harassment

The Town strongly opposes sexual harassment and inappropriate sexual conduct at the workplace. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature, when:

Submission to such conduct is made explicitly or implicitly a term or condition of employment;

Submission to or rejection of such conduct is used as the basis for decisions affecting an individual's employment; or

Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Employees are always expected to conduct themselves in a professional and businesslike manner. Conduct that may violate this policy includes, but is not limited to, sexually implicit or explicit communications whether in:

Written form, such as cartoons, posters, calendars, notes, letters, e-mails, and similar;

Verbal form, such as comments, jokes, foul or obscene language of a sexual nature, gossiping, or questions about another's sex life, or repeated unwanted requests for dates; or

Physical gestures and other nonverbal behavior, such as unwelcome touching, grabbing, fondling, kissing, massaging, and brushing up against another's body.

Employees are entitled to be free of unlawful sexual harassment, regardless of the source of such harassment.

F. Complaint Procedure

Employees who believe there has been a violation of the provisions set forth above should report such violation to the Town in a timely manner to enable the Town to investigate and, if warranted, address and correct such behavior.

The employee should report the incident to their supervisor or the Human Resources Representative. The matter will be investigated and, if warranted, the Town will take corrective action. While the Town does not guarantee confidentiality, the Town will endeavor to keep complaints confidential to the extent practicable to do so.

Employees who are requested to provide information during an investigation are expected to participate in an honest and confidential manner. All information discussed in the course of the investigation should not be shared with other employees.

G. Retaliation

The Town prohibits retaliation against any employee for filing a complaint under this policy or for assisting or participating in a complaint investigation. If an employee believes they are being retaliated against they should notify the Human Resources Representative.

EMPLOYEE STATUS

A. Full-time Employee

An employee normally scheduled to work at least 35 hours per week is considered a full-time employee. Full-time employees are eligible for Town benefits.

B. Part-time Employee

An employee normally scheduled to work less than 35 hours per week is considered a part-time employee. Part-time employees are ineligible for Town benefits except as required by law or otherwise provided herein.

C. Temporary and Seasonal Employee

An employee who is hired to serve as an interim replacement, temporarily supplement the workforce or assist in the completion of a specific project is considered a temporary or seasonal employee. Employment assignments in this category are of limited duration and the temporary or seasonal employee may be let go at any time, even before the end of the defined period. Short term assignments generally are periods of three (3) months or less, however, such assignments may be extended. All temporary and seasonal employees are "at-will" regardless of the anticipated duration of the assignment. Temporary and seasonal employees retain that status unless and until notified in writing of a change.

D. Independent Contractor

Independent contractors are not employees of the Town and are self-employed. An independent contractor is engaged by the Town to perform a task or provide services according to the contractor's own methods and is subject to control and direction only as to the results to be accomplished. Independent contractors are not entitled to Town benefits.

E. Exempt Employee

Exempt employees are employees whose job assignments meet specific tests established by the federal Fair Labor Standards Act (FLSA) and state law and who are exempt from minimum wage and overtime pay requirements.

F. Nonexempt Employee

Nonexempt employees are paid an hourly rate and are eligible for overtime as provided herein.

EMPLOYEE BENEFITS

A. Insurance Benefit Plans

As part of its compensation strategy, the Town offers a variety of benefits for eligible employees. Employment benefits vary according to the position and status of the employee. To receive certain benefits, eligible employees may be required to meet participation requirements and pay required premiums and other contributions. The Town complies with all applicable federal and state laws regarding the provision of benefits to same-sex spouses, domestic partners and couples in a civil union.

Benefit plans offered by the Town are defined in the applicable plan documents such as insurance contracts and summary plan descriptions. In the event information in this Handbook or other employee communication conflicts with the actual terms and conditions of coverage, the plan documents will control. Benefits described in this Handbook, including the types of benefits offered and the requirements for eligibility of coverage, may be modified or discontinued from time to time at the Town's discretion as permitted by law. The Town and its designated benefit plan administrators reserve the right to determine eligibility, interpretation and administration of issues related to benefits offered by the Town.

Employees will have an opportunity to make changes to their benefit selections during the Town's annual open enrollment period. Employees who experience a qualifying life event such as marriage, divorce, birth of a child or loss of insurance through changes in a spouse's employment, will also be allowed to make a change in their benefit selection when that event occurs, in accordance with the terms of the plan document.

Information on the costs, coverages, providers and administrators will be provided during new employee orientation or during the Town's annual open enrollment.

The Town currently offers the following benefits:

B. Medical Insurance Plan

The Town provides full-time employees and their eligible dependents with health and prescription insurance. Medical insurance premiums are paid by the Town for full-time employees; however, an employee's dependents may be placed on the plan at the employee's expense.

If an employee is covered by their spouses or another medical plan, the Town will reimburse the employee the amount they would have received from the Town had they been covered by the Town's medical insurance plan. This reimbursement is not allowed if the employee is receiving those outside medical benefits for free or for any employee dependents.

C. Dental Insurance Plan

The Town pays Dental insurance premiums for full-time employees; however, an employee's dependents may be placed on the plan at the employee's expense.

D. Life Insurance Plan

For full-time employees the Town pays for term life insurance coverage equal to an employee's annual salary. Coverage begins on the first of the month following three months of full-time employment.

E. Long-term Disability (LTD) Plan

The Town provides Long-Term Disability to help replace a full-time employee's salary if they suffer a covered disability for an indefinite period. This is fully paid for by the Town and coverage begins on the first of the month following three months of full-time employment.

F. 401(a) Retirement Plan

The Town assists full-time employees with retirement savings. The Town pays 5% of an employee's bi-weekly pay in the full-time employee's 401(a) account. The employee is required to pay 3% of their bi-weekly salary, on a pre-tax basis. Employees are automatically enrolled in this plan on the first pay period of the first full month following their full-time date of employment. An employee will become vested in the Town's contributions based on a "cliff vesting schedule," meaning that they will be eligible for 100% of the funds the Town has paid on their third-year anniversary date.

G. Voluntary Personal Accident Insurance Plan

Full-time employees may voluntarily purchase Personal Accident Insurance coverage which provides payments in case of the employee's accidental death or dismemberment.

H. Voluntary Cancer Insurance Coverage

Full-time employees may voluntarily purchase Cancer Insurance cover to assist in paying for cancer treatment and hospitalization.

I. Voluntary Flexible Spending Account

Full-time employees may voluntarily participate in a Flexible Spending Account which allows them to pay certain qualified medical expenses with pre-tax wages.

J. Voluntary Vision Insurance Plan

Vision coverage is available to full-time employees and their eligible dependents at group rates at the employee's own cost and is able to be purchased at the discretion of the employee.

K. Voluntary Whole and Term Life Insurance

Additional voluntary whole- or term-life insurance is available to full-time employees at group rates at the employee's own cost.

L. Voluntary 457(b) Retirement Plan

The Town offers full-time employees the option of participating in a traditional or Roth (or both) 457(b) Retirement Plan. These voluntary plans enable the employee to augment the Town's 401(a) Retirement Plan. Full-time employees are eligible to participate beginning the first pay period of the first full month following the full-time date of hire.

For more information about these plans, please refer to the summary Plan Description which is available from the Human Resources Representative or the Finance Director. In the event the above information conflicts with the actual terms and conditions of coverage, the Summary Plan Description governs.

LEAVES

A. Holidays

The Town observes the following holidays:

- New Year's Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Friday after Thanksgiving
- ½ day the day before Christmas Day
- Christmas Day
- ½ day the day before New Year's Day
- A Floating Holiday – Employee's Discretion

When a holiday falls on a Saturday, it is observed on the preceding Friday. When the holiday falls on a Sunday, it is observed on the following Monday. If the main Holiday lands on Saturday it is observed on Friday, the half day is then observed Thursday. If the main Holiday lands on Sunday, it is observed on Monday and the half day is observed Friday. If the main Holiday is on Monday, the half day is observed Friday.

Should any one of the observed holidays occur during an employee's vacation period, the pay for that day will be holiday pay and not charged against the employee's vacation accrual.

- All full-time employees receive eight (8) hours of holiday pay at their regular rate of pay on the full day holidays. Full-time employees will receive four (4) hours of pay on the ½ day holidays.

- Holiday pay for part-time employees is prorated based on each employee's regularly scheduled work hours.

- Temporary and seasonal employees do not receive holiday pay.

- Non-exempt employees who are required to work the holiday will be paid 1.5 times their normal wage for all hours worked on the holiday.

- Holiday pay will not be counted towards overtime. Any time over 40 hours that a non-exempt employee has actually worked during the work week will be paid overtime at one and a half (1.5) times their normal wage.

B. Sick/Healthy Family Workplace Act

ACCRUALS:

Full-time employees who work 40 hours per week, accrue sick time at the rate of 1 hour per 20 hours worked. which is equal to 104 hours per year, or 13 days. This amount is pro-rated for employees who work less than 40 hours per week. Sick leave accruals begin per pay period immediately upon hire.

The table below identifies the Town's sick leave accrual cap for full-time employees.

Length of Service	**Sick Leave Accrual Cap**
Hire through 3 full years of continuous employment	240 Hours
After 3 through 10 full years of continuous employment	480 Hours
After 11 years of continuous employment	600 Hours

As part of Colorado's Healthy Families and Workplaces Act (HFWA), part-time employees accrue sick time at the rate of 1 hour per 30 hours worked, up to 48 hours in a year.

USAGE ELIGIBILITY:

Sick leave can be taken in one-hour increments. Accrued and unused sick leave is not paid out at the employee's termination.

Paid sick leave may be used if an employee:

(1) has a mental or physical illness, injury, or health condition that prevents them from working;

(2) needs to obtain preventive medical care such as doctor, dental or vision appointments and similar, or to get a medical diagnosis, medical care, or treatment, of any mental or physical illness, injury, or health condition;

(3) needs to care for a family member who has a mental or physical illness, injury, or health condition, or who needs the sort of care listed in category (2); or

(4) the employee's family member, has been a victim of domestic abuse, sexual assault, or criminal harassment, and needs leave for related medical attention, mental health care or other counseling, victim services (including legal services), or relocation.

It is the employee's responsibility to notify their supervisor each day prior to the beginning of the employee's shift when they cannot come to work because of an illness, injury, medical care, or domestic violence. Also, employees should let their supervisor know when they expect to return to work.

If an employee uses sick leave for four (4) or more consecutive workdays, the Town may require reasonable documentation that the paid sick leave is for a purpose authorized in this section B) (1) through (4). If the absence was due to the employee's own illness, the Town will also provide the employee information on the Town's medical leave program.

Paid sick time is not counted in the calculation of overtime.

If an individual runs out of sick leave, they may use their vacation leave in lieu of sick leave.

Accrued and unused sick time is not paid out upon any termination or separation of employment.

RETALIATION OR INTERFERENCE WITH HFWA RIGHTS:

The Town will not retaliate against any employee for requesting or using paid sick leave or for otherwise exercising their rights under the Colorado Healthy Families and Workplaces Act (HFWA). This includes an employee who:

- Requests or takes HFWA leave,
- Informs another person about HFWA rights, or supports that person's exercise of HFWA rights,
- Files a HFWA complaint, or
- Cooperates/assists in an investigation about potential HFWA violations.

The Town will not count paid sick leave used by an employee as an absence that may lead to or result in corrective or disciplinary action.

An employee has the right to file a complaint or bring a civil action if HFWA paid sick leave is denied by the Town or the Town retaliates against the employee for exercising the employee's rights pursuant to HFWA.

C. Public Health Emergency (PHE) Supplemental Sick Leave

On the date a public health emergency is declared by the State of Colorado, each employee's sick leave accrual will be automatically supplemented to ensure that each employee has a one-time allotment of up to 80 hours of sick leave available. Full-time employees who regularly work 40 or more hours a week will receive up to 80 hours of supplemental sick leave. All other employees who work less than 40 hours a week (part-time, temporary and seasonal) will receive a one-time allotment of sick leave prorated by the average number of hours they are normally scheduled over a two-week period.

New employees, hired after January 1, 2021, will be allocated a one-time allotment of 80 hours, or the appropriate pro-rated amount, of sick leave immediately upon start until the public health emergency is rescinded.

Employees may use supplemental sick leave from the date a public health emergency is declared until four (4) weeks after the official termination or suspension of the public health emergency for the following purposes:

(1) Needing to self-isolate due to either being diagnosed with, or having symptoms of, a communicable illness that is the cause of the public health emergency.

(2) Seeking a diagnosis, treatment, or care (including preventative care) of a communicable illness that is the cause of the public health emergency.

(3) Being excluded from work by a government health official, or by an employer, due to the employee having exposure to, or symptoms of, a communicable illness that is the cause of the public health emergency (whether they are actually diagnosed with the illness or not).

(4) Being unable to work due to a health condition that may increase susceptibility or risk of a communicable illness that is the cause of the public health emergency.

(5) Caring for a child or other family employee in category 1, 2, 3 or whose school, childcare provider, or other care provider is unavailable, closed, or providing remote instruction due to the public health emergency.

Supplemental Sick Leave During a Public Health Emergency is not used in the calculation of overtime and is not paid out upon termination of employment.

D. Vacation

ACCRUALS:

Full-time employees begin per pay period accruals immediately upon hire. Part-time employees are eligible for vacation pay that is prorated based on the number of hours normally scheduled to work.

Accruals are granted as described below:

Length of Service	**Vacation Granted Per Year**
Zero (o) through three (3) full-time years of continuous employment	104 Hours (13 days)
Beginning year 4 through 6 full-time years of continuous employment	120 Hours (15 days)
Beginning year 7 through 9 full-time years of continuous employment	136 Hours (17 days)
Beginning year 10 through 14 full-time years of continuous employment	152 Hours (19 days)
15 or more full-time years of continuous employment	176 Hours (22 days)

Temporary and seasonal employees are not eligible for vacation pay.

USAGE:

No length of service is required in order to use accrued vacation. Employees are responsible for scheduling their vacation with their supervisor in advance and must receive their supervisor's written approval prior to taking vacation.

Vacation time will not be counted in the computation of overtime. For example, if a full-time employee takes a Monday off for vacation, they will receive 8 hours (one day) of vacation leave pay for the missed day of work. If they actually work 33 hours in the remainder of the workweek, they will not earn overtime. They will only earn overtime for that workweek if they actually work more than 40 hours in that workweek.

Employees may carry over unused vacation into the next anniversary year. However, the maximum vacation that employees may accumulate is 240 hours (30 days) in their vacation bank at any one time. Once an employee reaches this ceiling, the employee ceases to earn or accrue any additional vacation pay. If the employee later uses enough vacation pay to fall below their ceiling, the employee will begin to earn and accrue vacation pay again from that date forward

until they reach the ceiling. Accordingly, employees are encouraged to use all vacation pay soon after it accrues to avoid reaching their vacation pay ceiling.

If an individual runs out of vacation leave, they may not use their sick leave in lieu of vacation. Under extenuating circumstances, a supervisor may allow an employee who has no vacation time remaining to take the time off unpaid.

Upon termination or separation of employment, employees will receive pay for earned, unused vacation.

E. Domestic Abuse Leave

If any employee (full-time, part-time, temporary or seasonal) has exhausted their sick leave accruals, the employee is eligible for a paid leave of absence of up to three (3) working days in any twelve-month period if the employee is the victim of domestic abuse, stalking, sexual assault, or any other crime related to domestic abuse. Please see the Human Resources Representative if you need such leave or for more information.

F. Bereavement Leave

Full-time employees are eligible for up to five (5) days of paid time off for the death of a family member or an employee's significant other and may thereafter be eligible for additional unpaid time off. This time may be pro-rated for part-time employees based on the number of hours they are normally scheduled to work. Seasonal and temporary employees are not eligible for bereavement leave.

The Town shall determine the amount of bereavement leave for an eligible employee. In making a determination, the Town may consider the need for out-of-town travel, responsibility for handling funeral and/or other arrangements and when the funeral and/or other arrangements are held. Request for Bereavement Leave should be directed to the employee's supervisor who will reach out to the Human Resources Representative.

G. Jury Duty

The Town recognizes jury duty as everyone's civic responsibility. When an employee is summoned for jury duty, the Town shall provide leave to allow the employee to perform their duty as a juror. When an employee receives the summons, the employee should promptly bring the summons to the employee's supervisor.

Employees shall receive regular pay for the first three (3) days of jury duty if the employee was scheduled to work during such time and the employee provides confirmation of the juror service. Employees who work 40 hours a week will receive 8 hours of pay per day. Employees who work less than 40 hours per week will receive pay pro-rated based on the number of hours they are normally scheduled to work in a week.

Beginning the fourth day and thereafter, employees, as jurors, are paid $50.00 per day by the State of Colorado for state, district, or county court jury duty. For jury duty more than three (3) days, Town employees will receive the difference between jury duty pay and their regular pay up to a maximum of twenty days (160 hours). Jury duty beyond this time is without pay from the Town.

If the employee is excused from jury duty during their regular work hours, he or she is expected to report to work promptly.

H. Family and Medical Leave

Public sector employers are subject to the provisions of the Family Medical Leave Act (FMLA). To be eligible to take FMLA leave, employees must work at a worksite with at least fifty (50) employees at the work site or within seventy-five (75) miles. Because the Town does not have 50 employees within a 75-mile radius, employees are not eligible to take FMLA leave. However, the Town provide medical leave as outlined below.

I. Medical Leave

A medical leave of absence of not more than three (3) months may be granted to full-time employees. This unpaid leave is for absences arising from an employee's own illness, injury, or pregnancy.

For medical leave to be granted, the following conditions must be met:

- The employee has completed ninety (90) days of full-time employment with the Town;
- The employee's supervisor is notified by the employee as soon as possible of the need for medical leave;
- The employee provides the Human Resources Representative with written proof in the form of a certification from the treating healthcare provider that the employee is or will be unable to work and the estimated time needed;
- Approvals for Medical Leave are obtained from the Human Resources Representative; and
- All available sick leave and earned vacation are used prior to the commencement of the medical leave of absence.

When the estimated period of leave was originally requested to be less than three months, and an employee thereafter seeks to extend the leave, an additional statement from the medical provider shall be required indicating the new estimated length of leave.

An employee ready to return to work from medical leave must present their job description to a medical provider and obtain a statement from a medical provider indicating their ability to return to work.

The Town may reinstate an employee ready to return from a medical leave of absence when, in the opinion of the Town, it is practical to do so.

The Town provides insurance benefits for an employee on medical leave for a maximum of three (3) months as long as the employee continues to pay the employee's portion of the premium, if applicable.

Vacation and sick leave will not accrue during a medical leave of absence. Holidays, bereavement pay, or jury duty pay will not be granted during the leave.

Employees who fail to return at the expiration of their authorized leave may be terminated. If the employee's failure to return is due to a disability under the Americans with Disabilities Act (ADA) or other law, reasonable accommodations may be provided. Employees must supply sufficient information from their medical provider indicating that they have a covered disability and when they can return to work with or without reasonable accommodation. An accommodation must not cause undue hardship to the Town.

Part-time employees are not eligible for medical leave except as required for their own disability as defined by a health medical provider.

J. Colorado Family Medical Leave Insurance (FAMLI) Leave

Commencing on January 1, 2024, Colorado's Family Medical Leave Insurance (FAMLI) program provides workers 12 weeks of paid leave to take care of themselves or a family member during life events like injury, serious illness, or pregnancy. A vote was taken by the Town Board on July 21, 2022, to opt-out of participation in this program. However, a Town employee may still participate by contributing premiums for FAMLI directly to the State of Colorado.

Employees who wish to participate in FAMLI should contact the Colorado Department of Labor and Employment (CDLE) for more information and to arrange to obtain benefits if they desire. The website is https://famli.colorado.gov/State's FAMLI Division.

The Town Board may reconsider participating in this program at a later date.

K. Military Leave

The Town grants military leave as required by law. Employees granted a military leave of absence shall be re-employed and paid in accordance with the laws governing veteran's re-employment rights.

L. Voting

The Town encourages employees to exercise their voting rights in all municipal, state, and federal elections. Employees who: (i) are registered voters, (ii) lack nonwork hours to vote when polls are open and (iii) are not able to vote either before or after work may take up to two hours off work with pay at a time decided by their supervisor, which time will generally be either at the

beginning or end of their shift. Employees shall coordinate such time off with their supervisor before election day.

M. Personal Leave of Absence

Normally, personal leaves of absence are not permitted. If, on rare occasions, the Town Administrator, in their discretion, deems that circumstances warrant a personal leave of absence, an unpaid leave for non-medical reasons may be granted for not more than ten (10) days.

PAY

A. Pay for Exempt Employees

Exempt employees are paid on a salary basis. Exempt employees will thus regularly receive a predetermined amount of compensation each pay period.

At the end of each pay period, exempt employees are required to report their vacation or sick time used.

B. Pay for Nonexempt Employees

Nonexempt employees are paid on an hourly basis and are required to log their hours daily using the Town's time clock software. If the software is not functioning, employees must verify their time by submitting a manual timesheet to their supervisor for signature and approval.

C. Overtime and Compensatory Time

Nonexempt employees must record all time worked on the Town's time clock software. Compensatory time earned or used must also be recorded on time clock software. Supervisors will inform their employees when they are expected to arrive and be ready for work.

- Nonexempt employees who voluntarily arrive early for their shift must clock in when they begin work.
- If a nonexempt employee is asked to arrive early for their shift starting time, the employee should clock in upon their arrival.
- If an employee is asked to remain late to complete work, they should remain clocked in until the work ends.
- If a nonexempt employee's shift ends and they voluntarily remain at the worksite but are no longer working, they must clock out.
- A nonexempt employee shall not clock in when not otherwise required to be working.

For nonexempt employees, hours actually worked in excess of 40 hours per workweek are paid at one and one-half (1 ½) times the employee's regular rate of pay.

The established workweek begins at 12:00 a.m. Monday and ends at 11:59 p.m. Sunday. For purposes of calculating overtime payments, only hours actually worked are counted. Consequently, hours paid but not worked, e.g., sick, vacation, and holiday pay are not counted.

Employees may opt, at their own discretion, to receive compensatory time off at a rate of one and a half (1 ½) times their hourly wage in lieu of overtime pay. This option must be expressed

by the employee to the supervisor prior to working overtime. If the employee has not expressed this to their supervisor ahead of time, they will be paid overtime.

Compensatory time is capped at 40 hours in a calendar year. Employees are strongly encouraged to use their accrued compensatory time off within 90 days after it was earned. With reasonable advance notice, supervisors will endeavor to allow an employee to use their compensatory time on the date they request unless doing so will unduly disrupt the department's operations. Compensatory time may not be carried over into the following year; therefore, any compensatory time that is accrued but unused at year end will be paid out at the last payroll of the year.

If a nonexempt employee moves into a different position, they will be paid out any accrued but unused compensatory time at the wage rate they were earning prior to the position change.

Any compensatory time balance is payable to the nonexempt employee at their current wage at termination.

D. Meal and Break Periods

Supervisors will schedule nonexempt employees' lunch and break periods. Nonexempt employees shall not take lunch at their workstation or desk or perform any work during their lunch break. If business activity or other circumstances exist that make an uninterrupted meal break impractical, the employee will be allowed to consume an on-duty meal without any loss of time or compensation. Employees must comply with all applicable timekeeping requirements, including recording the beginning and end time of their meal breaks.

The Town encourages employees to take a compensated ten-minute rest period for every four (4) hours of work, although this is not required.

E. Paydays

Employees are paid on a bi-weekly basis, every other Friday. If the regular payday occurs on a holiday, the payday is the last working day prior to the holiday. On each payday, employees receive a statement showing gross pay, deductions, and net pay.

Automatic deductions such as additional tax withholding, contributions to voluntary benefit plans, and individual savings plans may be arranged through the Finance Department.

Employees should contact their supervisors or the Finance Director with any questions about how their pay is calculated. Employees should promptly notify their supervisors or the Finance Director of any purported mistakes in their time records or pay.

F. Direct Deposit

The Town offers employees the opportunity to have their pay directly deposited into their savings and/or checking accounts. The opportunity to sign up for this option will occur during new

employee orientation. A direct deposit form may also be obtained from the Finance Department or Human Resources Department at any time.

G. Payroll Deduction

Various payroll deductions are made each payday to comply with federal and state laws pertaining to taxes and insurance. Deductions will be made for the following: federal and state income tax withholding, social security, Medicare, and other items designated by the employee or required by law (including a valid court order). An employee may adjust federal and state income tax withholding by completing the proper federal or state form and submitting it to the Finance Department. If an employee believes an improper deduction has been made to their salary, they should immediately report this information to the Finance Director. Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, the employee will be promptly reimbursed.

On or before January 31st of each calendar year, an employee will be provided a Wage and Tax Statement (W-2) form for the prior year. This statement summarizes the employee's income and deductions for the prior year.

H. Wage Garnishment

A garnishment is a court order requiring an employer to remit part of an employee's wages to a third party to satisfy a just debt. Once the Town receives legal papers ordering a garnishment, the Town is required by law to make deductions from an employee's paycheck until the Town withholds the full amount or receives legal papers from the court to stop the garnishment. Even if an employee has already paid the debt, the Town may be required to continue garnishing wages until the Town receives legal notification to stop the garnishment.

GENERAL SAFETY RULES AND INFORMATION

A. Safety/Reporting of Injury

The Town is committed to a safe work environment for employees and in accordance with this policy, supervisors will evaluate the safety performance of each employee as part of the employee's annual performance evaluation and note any deficiencies with respect to safety.

Employees should report any unsafe practices or conditions to their supervisor.

If employees are injured on the job, no matter how minor, they must immediately report this fact in writing to their supervisor and the Town's designated Safety Coordinator.

If medical treatment for an on-the-job injury is needed, it must be obtained from one of the Town's designated physicians. If not, the employee may be responsible for the cost of medical treatment.

B. Public Health Emergency Whistleblower Law (PHEW)

The Town will not discriminate, take adverse action, or retaliate against any employee based on the employee, in good faith, raising any reasonable concern about workplace violations of government health or safety rules, or about an otherwise significant workplace threat to health or safety to the Town, other workers, a government agency or the public if the Town controls the workplace conditions giving rise to the threat or violation.

The Town will not require or attempt to require an employee to sign a contract or other agreement that would limit or prevent the employee from disclosing information about workplace health and safety practices or hazards or to otherwise abide by a workplace policy that would limit or prevent such disclosures.

The Town will not discriminate, take adverse action, or retaliate against an employee based on the employee voluntarily wearing the employee's own personal protective equipment (PPE), such as a mask, faceguard, or gloves, if the personal protective equipment:

(a) Provides a higher level of protection than the equipment provided by the Town;
(b) Is recommended by a federal, state, or local public health agency with jurisdiction over the Town; and
(c) Does not render the employee incapable of performing their job or prevent an employee from fulfilling their duties.

The Town will not discriminate, take adverse action, or retaliate against an employee based on the employee opposing any practice he or she reasonably believes is unlawful under PHEW or for making a charge, testifying, assisting, or participating in any manner in an investigation, proceeding, or hearing as to any matter the employee reasonably believes to be unlawful under PHEW.

Without limiting an employee's rights under PHEW, an employee shall send a written notice of their complaint to the Human Resources Department or the Town Administrator. The Town will thereafter investigate and, if appropriate, address each such safety concern.

For purposes of this section, an "employee" may include an independent contractor as provided in PHEW.

C. Alcohol and Drugs

Alert and rational behavior is required for the safe and adequate performance of job duties. The use of, or being under the influence of, alcohol, drugs (including marijuana), or a controlled substance is prohibited during an employee's working hours. Furthermore, the possession, purchase, or consumption (use), transfer, or sale of alcohol, drugs (including marijuana) or a controlled substance, on Town premises, in Town vehicles or while conducting Town business is prohibited. If an employee is injured, causes damage to property, or injures another, the Town may require that the employee be subject to alcohol or drug testing.

D. Threats and Violence

The Town's goal is to maintain a workplace free from violence or threats of violence. Any threatening or inappropriate action will not be tolerated. This includes, but is not limited to, physical and/or verbal intimidating or threatening behavior, threats of violence, violent conduct, fighting, physical mistreatment, vandalism, sabotage, arson, use of weapons, bullying, the use of vulgar or abusive language, horseplay, practical jokes and/or any similar act or conduct that may intimidate or endanger others or cause damage to property.

The use of Town property, such as computers, networks, telephones, email and/or an employee's personal telephone or computer while on-site, in a threatening or inappropriate way is also prohibited.

If any employee feels that he or she has been subjected to violence, threats of violence or inappropriate action, the employee should promptly report the incident to the employee's supervisor or the Human Resources Representative. An employee should also report the incident to law enforcement authorities if the employee believes there is a serious threat to the safety and health of themselves or others. Retaliation for making a complaint or participating in the investigation of a complaint will not be tolerated.

E. Weapons

The Town prohibits the possession or use of weapons in Town buildings, vehicles or mobile equipment by employees. Notwithstanding the foregoing, employees with a valid concealed weapons license may possess a concealed weapon on Town premises on the condition that such employee provides prior written notice to, and approval of, the Town Administrator and the Chief of Police. Additional precautions may be taken depending upon the circumstances.

This policy does not apply to Town police officers while on or off duty.

F. Driving on Behalf of the Town

When driving a vehicle or mobile equipment on Town business, employees are not allowed to use mobile phone devices, which includes all functions of the device including, but not limited to, phone calls, text messaging/SMS, email, Internet, cameras, or maps. If an employee needs to use such devices, they should pull over in an appropriate parking spot until they have completed the business. This section does not apply to sworn police personnel who should defer to the Police Department's Policy and Procedure Manual.

In addition, all employees engaged in driving as part of their job duties for the Town must drive with a valid unrestricted driver's license and, if driving their own personal vehicle, with automobile liability insurance as required by Colorado law.

No one under the age of 18 may drive or be the operator of any town truck, automobile, light use vehicle, or mobile equipment.

WORK ENVIRONMENT

A. Accommodations for Nursing Mothers

The Town will allow an employee to use paid break and/or mealtime to express breast milk for her nursing child for up to two (2) years after the child's birth.

The Town will make reasonable efforts to provide a room or other location near the mother's work area with electricity to enable the employee to use a breast pump, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public which may be used by an employee to express breast milk. For information on where the nearest accommodation is located, contact the Human Resources Representative.

B. Appearance and Attire

An employee's appearance should be consistent with good hygiene, safety, and appropriate attire for the employee's specific job. Employees are expected to wear proper safety equipment as directed by their supervisor.

C. Attendance and Punctuality

Regular attendance is considered an essential function and is necessary for the efficient operation of the Town. All employees are expected to be on time and punctual for showing up to work.

Employees who are going to be absent or late must contact their supervisor as soon as possible prior to the start of their shift. Leaving messages with other employees is not acceptable.

D. On-Call, Call Out

The Town requires its full-time public works employees to provide rotational on-call duties outside of regular hours to ensure that certain public works equipment is functioning. At times, full-time public works employees are also expected to work outside of regular hours for snow removal or other unexpected events that affect the Town's public works. In all cases, an employee's supervision has the right to amend employee schedules and assignments as necessary to meet the needs of the Town.

Employees will be paid for on-call and call-out duties as described in the stand-alone "Rotational On-Call/Call-Out and Snow/Emergency Event Pay Policy."

E. Smoking

The Town provides a smoke-free work environment. Smoking is prohibited within all areas of Town facilities, within any Town vehicles or equipment, and within fifteen (15) feet of the main entrance into Town buildings.

F. Town Property and Use

Employees are required to follow safety procedures and guidelines when working with Town property. For example:

- Operating machinery or equipment is prohibited unless the employee is specifically trained and authorized;
- Employees should never remove guards from any machinery except for cleaning, and only when equipment is disconnected;
- Any chemicals (paint, glue, or similar) used should be handled with care, with proper ventilation and protective personal equipment; and
- Employees should return all equipment to the designated storage place when they have completed its usage.

The foregoing list is illustrative and is not intended to be inclusive of all safety procedures and guidelines.

G. Confidential Information

Employees may have access to confidential information of the Town, the Town's customers, or the Town's citizens. Confidential information includes, but is not limited to, information concerning billing records, personnel records, legal records, financial records and similar subjects.

Disclosure of confidential information is prohibited, during and after an employee's employment. An employee shall not copy, reproduce, or distribute confidential information in any manner without the prior written authorization of the Town Administrator. Confidential information remains the property of the Town and must be returned to the Town upon separation of employment or at any time upon demand.

H. Conflict of Interest

Employees may not engage in any activities or relationships which might directly or indirectly result in a conflict of interest with the Town or result in personal gain. Employees shall not accept gifts or gratuities having a value in excess of $50.00 or accept favors, gifts, gratuities or benefits of any amount that might tend in any way to influence the employee in the performance of the employee's duties.

Employees should be aware that they are subject to applicable provisions of Article 18 of Title 24 of the Colorado Revised Statutes, which contains a Code of Ethics with certain provisions

applicable to local government employees. In general, the Code of Ethics requires that local government officials and employees not use confidential information for personal gain, not engage in business dealings with persons they supervisor or inspect as public employees, and not perform actions as a public employee for their own personal financial benefit. If an employee has any question whether a situation is a conflict of interest, or any questions about the Town's expectations for ethical conduct, they should discuss the matter with their supervisor. If it remains unresolved, they should refer the matter to the Town Administrator for a final determination.

If an employee has secondary employment, such employment must not occur during, interfere or conflict with, the employee's Town employment. In addition, an employee may not be employed by or perform work for a Town vendor or contractor without written authorization from the Town Administrator.

I. Personal Relationships in the Workplace/Nepotism

The Town may hire spouses or relatives of current Town employees who are qualified for certain jobs. For purpose of this section, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage, such as parties to civil unions. Should a spouse or relative be hired or should an employee marry another employee, the following guidelines apply:

- A spouse or relative may not directly or indirectly supervise or be supervised by the other spouse or relative.
- A spouse or relative may not be hired for a position that audits, verifies, receives, or is entrusted with monies received or handled by the other spouse or relative.
- Neither spouse nor a relative may work in a department that handles confidential matters including payroll and personnel records of the other spouse or relative.

Supervisors may not have a dating relationship with anyone that they supervise. A dating relationship is defined as a relationship that may be reasonably expected to lead to the formation of a consensual relationship.

If a relative relationship or an interest in a dating relationship is established after both supervisor and employee are hired, the individuals should notify the Human Resources Representative. The individuals may be given the opportunity to transfer to another available position for which the employee is qualified, if one is available.

In other cases where a conflict or the potential for conflict arises because of the relationship between employees, even if there is no line of authority or reporting involved, the employees may be separated by reassignment or terminated from employment.

Employees in a close personal relationship should refrain from public or private workplace displays of affection, arguments or excessive personal conversation.

J. Behavior

The following behavior is prohibited while working for the Town:

- Dishonesty;
- Falsification of Town records;
- Unauthorized use or possession of property that belongs to the Town, a coworker, or of the public;
- Possession or control of illegal drugs, explosives, or other dangerous or unauthorized materials;
- Fighting, engaging in threats of violence or violence, use of vulgar or abusive language, horseplay, practical jokes or other disorderly conduct that may endanger others or damage property;
- Insubordination, failure to perform assigned duties or failure to comply with the Town's health, safety or other rules;
- Unauthorized or careless use of the Town's materials, equipment or property;
- Unauthorized and/or excessive absenteeism or tardiness;
- Lack of teamwork, poor communication, unsatisfactory performance, unprofessional conduct, or conduct improper for the workplace;
- Sexual or other illegal harassment, discrimination or bullying;
- Unauthorized use or disclosure of the Town's confidential information; and
- A violation of any Town policy.

The foregoing list is not intended to be a comprehensive or limit the Town's right to prohibit and/or impose discipline for any other conduct it deems inappropriate

K. Corrective or Disciplinary Action

Town employees are expected to competently perform all duties associated with their employment. If performance falls short of the Town's standards or expectations, the Town may take the corrective or disciplinary action that it deems appropriate.

The Town does not have a progressive discipline policy. Without limiting the Town's right to undertake whatever action it deems appropriate, corrective actions may range from a discussion with the employee about the matter to immediate discharge. Action taken by the Town in an individual case does not establish a precedent in other cases or circumstances.

L. Inspections

Employees shall not have a reasonable expectation of privacy in lockers, desks, cabinets, or file drawers.

M. Political Participation

The Town encourages employees to participate in matters of responsible citizenship. The Town will not interfere with the conduct of employees engaged in political activity, as long as: (i) the activities are confined to hours when the employees are not on duty, (ii) employees do not campaign in their official organization uniforms, and (iii) the activities do not impair the employee's job efficiency or that of others.

An employee may be a candidate for a partisan political office provided that the involvement does not interfere or present a conflict of interest with their job. If involvement is necessary during normal working hours, the employee must take vacation leave or leave without pay. Employees whose salary comes in part or in whole from federal government sources are subject to the Hatch Act and its revisions.

Political beliefs, activities, and affiliations are the private concern of an employee. An employee's work status will not be affected by participating or not participating in lawful civic and political activities. Employees will not be required to work for, or participate in, the support of any political candidate during their off-duty hours. No employee shall directly or indirectly coerce or command any other employee to pay, lend, or contribute salary, compensation, service, or anything else of value to any political party, group, organization, or candidate whatsoever. Employees may not use their official authority or influence for the purposes of interfering with or affecting the results of elections or nominations for office.

N. Personnel File

The Town maintains a personnel file and payroll records for each employee as required by law. Personnel files and payroll records are the property of the Town and may not be removed from Town premises without written authorization. Because personnel files and payroll records are confidential, access to the records is restricted. As permitted by law, the Town will cooperate with requests from authorized law enforcement or local, state, or federal agencies conducting official investigations and as otherwise legally required.

Employees may contact the Human Resources Representative to request a time to review their payroll records and/or personnel file. With reasonable advance notice, an existing or former employee may review their personnel file in the presence of an individual responsible for file maintenance and may request, in writing, copies of any documents in their personnel file.

Employees should immediately notify the Human Resources Representative or the Finance Director when they have had a change to their name, residence, telephone, marital status, birth or death of a dependent, insurance changes, tax exemptions, or emergency contact.

If an employee has applied for a promotional opportunity within the Town and provides written consent, the hiring manager may review the employee's personnel file.

O. References

The Town does not furnish open letters of recommendation addressed "To Whom It May Concern."

If a Town employee receives a call inquiring about a former or current employee, the employee shall refer the caller to the Human Resources Representative. Only the Human Resources Representative or the Town Administrator have the authority to respond to such inquiries. The Town will provide only the former or present employee's dates of employment and position(s) held with the Town.

Additional employment information will only be given when a signed request to release has been received by the Human Resources Representative.

Compensation information on employees may also be verified if written authorization is provided by the employee. These should be directed to the Human Resources Representative.

P. Separation of Employment

The Town requests that employees who desire to terminate their employment relationship with the Town provide advanced written notice to their supervisor containing their anticipated departure date. If notice is provided, the Town will have an opportunity, among other matters, to go over the "check out" procedures (conversion of insurance, return of property, future address to send annual W-2, where to send final paycheck if the banking information has changed, and so forth) prior to separation.

COMMUNICATION SYSTEMS

A. Computer Usage

The Town's communication systems are property of the Town and intended for business use only. The Town maintains the ability to access any computer files, use of software, Internet usage, e-mail, and voice mail. Although employees may select individual passwords, employees should not assume that such files are confidential. Other than authorized personnel acting on behalf of the Town, employees should not attempt to gain access to another employee's computer, Internet files, e-mail, or voice mail without the latter's written permission.

The Town's computer network, access to the Internet, e-mail, cell phone and voice mail systems are business tools intended for employees to use in performing their job duties. Therefore, all documents and files are the property of the Town. All information regarding access to the Town's computer resources, such as user identifications, modem phone numbers, access codes, and passwords are confidential Town information and may not be disclosed unless otherwise authorized by the Town Administrator in writing.

All computer files, documents, and software created or stored on the Town's computer systems are subject to review and inspection at any time. This includes web-based email that an employee can access through Town systems, whether password protected or not. Employees should not assume that any such information is confidential, including e-mail either sent or received.

Upon separation of employment, all Town-issued communication equipment shall be returned to the Town.

B. Use of Social Media

The Town reminds employees to use common sense when using social media to express ideas related to the Town, other team members, or their position with the Town. The Town's EEO/Anti-Harassment Policy extends to social media.

- Personal use of social media is never permitted by means of the Town's computers, Town-issued mobile devices, networks, and other IT resources and communications systems, except as otherwise provided herein.
- While some personal social media interaction is permitted on an employee's own personal device during working time, it is to be kept to a minimum. Personal social media interaction should be brief and sent or received as seldom as possible.
- All social media postings on behalf of the Town must be preapproved in writing by the Town Administrator or Administrator's designee. All such postings must comply with all applicable laws including copyright and fair use laws.

- Employees must not disclose any proprietary, confidential, or financial information about the Town. Employees are prohibited from doing any of the following on social media:
    - Disclosing confidential information regarding the Town or people relying on the Town services.
    - Making defamatory, discriminatory, or threatening comments about the Town, Town officials, employees or vendors providing services for the Town related to such services.

Complaints should not be addressed through social media.

Nothing in this guideline is meant to interfere with an employee's rights under law to engage in protected speech.

C. Use of the Internet

Employees may access information through the Internet to perform their job duties. Employees shall not use the Internet for personal purposes when employees are working, except that employees may stream music while they work as long as it is not disrupting business operations or creating an unwelcoming or disruptive environment to others.

In all circumstances, the Town prohibits the display, transmittal, or downloading of material that is in violation of Town guidelines or otherwise is offensive, pornographic, obscene, profane, discriminatory, harassing, insulting, derogatory, or unlawful.

D. Software and Copyright

Employees may not copy or use any software, images, music, or other intellectual property (such as books or videos) unless the employee has the legal right to do so. Employees shall comply with all licenses regulating the use of any software and may not disseminate or copy any such software without authorization. Employees may not use unauthorized copies of software on personal computers.

If an employee has any question whether their behavior might constitute unauthorized use, they should contact their supervisor before engaging in such conduct.

E. E-Mail and Text Messages

E-mail or text messages to or from Town computers or Town-issued mobile devices is to be used for business purposes only. The Town prohibits the use of Town computers or Town-issued mobile devices to: (i) display, transmit, or download material that is offensive, pornographic, obscene, profane, discriminatory, harassing, insulting, derogatory, or otherwise unlawful at any time and (ii) solicit, promote, or advertise any outside organization, product, or service. The Town may monitor e-mail from time to time.

Employees are prohibited from unauthorized use of encryption keys or the passwords of other employees to gain access to another employee's e-mail messages.

While personal e-mail or texting on personal devices is permitted, it is to be kept to a minimum. Personal e-mail or texts should be brief and sent or received as seldom as possible. Employees should be aware that personal emails and texts sent or received from Town devices may be public records and subject to public disclosure. Employees should further be aware that Town business-related e-mails or texts sent on personal devices may also be public records and subject to public disclosure.

F. Telephone Use

Employee work hours are valuable and should be used for business purposes. Personal phone calls may significantly disrupt business operations. Employees should use their break or lunch period for personal phone calls.

Cameras on mobile devices shall not be used inappropriately.

Town-issued cell phones must be returned to the Town upon termination of employment. Employees are responsible for any damages to cell phones accrued due to negligence.

The Town's voice mail system is intended for transmitting business-related information only. The Town reserves the right to access and disclose all messages sent over the voice mail systems for any purpose.

VIOLATIONS OF THE HANDBOOK

Violations may result in disciplinary action including but not limited to termination.

ACKNOWLEDGMENT OF RECEIPT

I HAVE RECEIVED A COPY OF THE TOWN'S EMPLOYEE HANDBOOK ("HANDBOOK") DATED DECEMBER 1, 2022. I UNDERSTAND THAT I AM TO BECOME FAMILIAR WITH ITS CONTENTS. FURTHER, I UNDERSTAND THAT:

EMPLOYMENT WITH THE TOWN IS "AT-WILL." I HAVE THE RIGHT TO END MY WORK RELATIONSHIP WITH THE TOWN FOR ANY REASON, AT ANY TIME. THE TOWN SIMILARLY HAS THE RIGHT TO TERMINATE MY EMPLOYMENT FOR ANY REASON, WITH OR WITHOUT CAUSE, AT ANY TIME.

THE LANGUAGE USED IN THIS HANDBOOK AND ANY VERBAL STATEMENTS OF THE TOWN ARE NOT INTENDED TO CONSTITUTE A CONTRACT OF EMPLOYMENT, EITHER EXPRESS OR IMPLIED, NOR ARE THEY A GUARANTEE OF EMPLOYMENT FOR A SPECIFIC DURATION.

THE HANDBOOK IS NOT ALL INCLUSIVE BUT IS INTENDED TO PROVIDE ME WITH A SUMMARY OF SOME OF THE TOWN'S GUIDELINES.

THIS EDITION OF THE HANDBOOK REPLACES ALL PREVIOUSLY ISSUED HANDBOOKS. EXCEPT FOR THE "AT-WILL" NATURE OF EMPLOYMENT RELATIONSHIP, THE TOWN RESERVES THE RIGHT TO REVISE THIS HANDBOOK WITH OR WITHOUT PRIOR NOTICE.

NO REPRESENTATIVE OF THE TOWN, OTHER THAN THE TOWN BOARD OF TRUSTEES ("BOARD") OR THE TOWN ADMINISTRATOR, HAS THE AUTHORITY TO ENTER INTO AN AGREEMENT OF EMPLOYMENT FOR ANY SPECIFIED PERIOD AND SUCH AGREEMENT MUST BE IN WRITING, SIGNED BY THE BOARD OR THE TOWN ADMINISTRATOR AND MYSELF. I HAVE NOT ENTERED INTO SUCH AN AGREEMENT WITH THE TOWN.

_____
Printed Employee Name

_____ _____
Employee Signature Date

_____ _____
Town Employee Witness Date

Original copy: Employee File Copy: To Employee

TOWN OF EATON, COLORADO
RESOLUTION NO. 2022-27

RESOLUTION APPROVING SIDE YARD SETBACK VARIANCE FOR PROPERTY LOCATED AT 1335 2nd STREET ROAD, EATON, CO 80615

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, on or about September 13, 2022, Jason and Karen Evenson ("Owners"), the owners of the real property located at Block 5 of Lot 12 of the Centennial Subdivision, Town of Eaton, County of Weld, State of Colorado, known by street address as 1335 2nd Street Road, Eaton, CO 80615 ("Property"), submitted an application to the Town for a variance pursuant to Section 7-2-43 of the Eaton Municipal Code ("Code"); and

WHEREAS, the Property is zoned R-1 Single-Family Residential District (R-1 District"); and

WHEREAS, pursuant to the Code, a side yard setback in the R-1 District is five (5) feet; and

WHEREAS, the Owners seek a variance of six (6) inches from the side yard setback on the western property line to allow for an addition to the residence, which would constitute a side yard setback on the western property line of four and a half (4.5) feet; and

WHEREAS, on October 20, 2022, after due notice and posting pursuant to Section 7-2-43 of the Code, the Town Board conducted a public hearing concerning the variance request; and

WHEREAS, after reviewing the file, considering the evidence presented at the public hearing, and evaluating the factors set forth in Section 7-2-43(f) of the Code, the Town Board finds that:

1. The granting of the variance will not constitute a grant of special privilege inconsistent with the limitations on other properties classified in the R-1 District;
2. 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; and
3. There are exceptional or extraordinary circumstances or conditions applicable to the site of the variance that do not apply generally to other properties in the same zone.

WHEREAS, based upon the foregoing, the Town Board desires to approve the Owners' application for a variance; 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 Owners' application for a variance of six (6) inches from the side yard setback on the western side of the Property is hereby approved.

Section 2. The Owners are permitted to situate the addition to the residence at a location that is four and a half (4.5) feet from the property line on the western side of the Property.

Section 3. This Resolution shall be retroactively effective to October 20, 2022.

RESOLVED AND PASSED this 17th day of November, 2022.

TOWN OF EATON, COLORADO

By: _____
Scott E. Moser, Mayor

ATTEST:

By: _____
Margaret Jane Winter, Town Clerk

highplains
Library District

October 20, 2022

Mayor Scott Moser
Town of Eaton
223 1st Street
Eaton, CO 80615

RE: Ratification of High Plains Library District Board Members

Dear Mayor Moser:

The High Plains Library District Board of Trustees' Selection/ Nomination Committee has chosen to put forth the following names for the High Plains Library Board of Trustees. They will serve a four-year term from January 1, 2023 to December 31, 2026.

The Committee recommends Gerri Holton be reappointed to represent Region 2: Fort Lupton, Gilcrest, Hudson, Keenesburg, LaSalle, Lochbuie, and Platteville. Her application is attached.

The Committee recommends Nick Nakamura be appointed to represent Region 4: Greeley, Evans, and Garden City. Again, you will find his application attached.

I have also enclosed a sample resolution, for your consideration. This ratification of appointments needs to be voted on by the Establishing Bodies of the High Plains Library District within 60 days, per our Bylaws.

If you will let me know when it will go before your municipal/ governing board, I will be happy to attend and answer any questions that may come up during the ratification.

Thank you so much for supporting us during this process!

Sincerely,

Matthew Hortt PhD.
Executive Director
2650 W. 29th St, Greeley, CO 80631
970-506-8563
mhortt@highplains.us
www.MyLibrary.us www.mibiblioteca.us

highplains
Library District

cc: Jane Winter

TOWN OF EATON, COLORADO
RESOLUTION NO. 2022-28

A RESOLUTION RATIFYING THE APPOINTMENT OF CERTAIN NOMINEES TO THE BOARD OF TRUSTEES OF THE HIGH PLAINS LIBRARY DISTRICT

WHEREAS, the Board of Trustees of the Town of Eaton, Colorado, pursuant to Colorado State Statutes governing statutory Towns and the Ordinances of the Town of Eaton, is vested with the authority of administering the affairs of the Town of Eaton, Colorado, and

WHEREAS, the High Plains Library District ("HPLD") has been created by action of eight "Establishing Bodies', namely, the Town of Ault, the Town of Eaton, the City of Evans, the City of Fort Lupton, the City of Greeley, the Town of Hudson, the RE-8 School District Board of Education, the Weld County Board of County Commissioners, all of the State of Colorado, and

WHEREAS, the High Plains Library District Board of Trustees is comprised of seven trustee seats, two of which are currently up for replacement, and

WHEREAS, pursuant to C.R.S. § 24-90-108(2)(c), provides that the Establishing Bodies have authority to ratify trustees recommended for appointment to the High Plains Library Board of Trustees, and

WHEREAS, pursuant to C.R.S. § 24-90-108(2)(c), recommendation of replacement library trustees must be made by a committee held for that purpose, and

WHEREAS, pursuant to that Joint Motion and Stipulation to Approve Settlement and Dismiss Remaining Claims entered into by the Establishing Bodies and ordered by the Court in Weld County District Court Case No. 2014 CV 30358, a trustee selection committee (the "Committee") met on October 13, 2022, to interview trustee candidates, and

WHEREAS, on October 13, 2022, the Committee voted by majority vote to recommend the following individuals for appointment to the High Plains Library District Board of Trustees, for the term lengths specified below:

- REGION 2: Fort Lupton, Gilcrest, Hudson, Keenesburg, LaSalle, Lochbuie, and Platteville
  - Gerri Holton, 4-year term, 2023-2026
- Region 4: Greeley, Evans, and Garden City
  - Nick Nakamura, 4-year term, 2023-2026

WHEREAS, the above-named individuals appear to be qualified to serve as a trustee on the High Plains Library District Board of Trustees and represent adequately the various interests within the High Plains Library District.

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

I. Ratification:

That the appointment of,

a) Gerri Holton to serve as Region 2 Trustee

b) Nick Nakamura to serve as Region 4 Trustee,

on the High Plains Library District Board of Trustees for a 4-year term is hereby ratified.

This Resolution shall become effective: January 1, 2023.

RESOLVED AND PASSED at a regular board meeting of the Board of Trustees this 17th day of November, 2022.

TOWN OF EATON, COLORADO

By: _____
Scott E. Moser, Mayor

ATTEST:

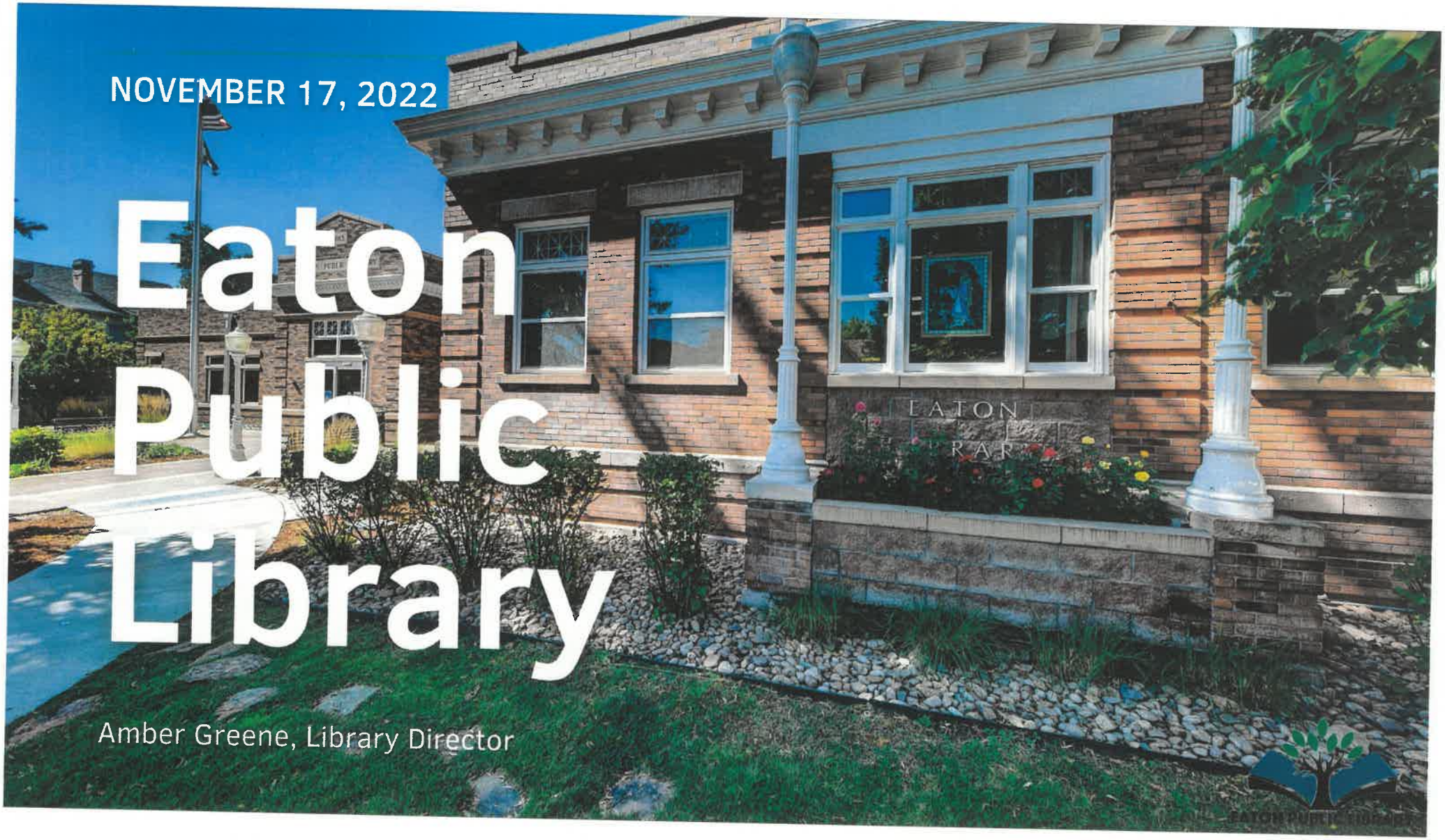
By: _____
Margaret Jane Winter, Town Clerk

SPECIAL PRESENTATION(S)

NOVEMBER 17, 2022

Eaton Public Library

Amber Greene, Library Director



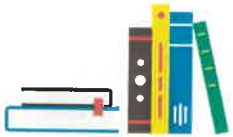
Library Performance Measures

As of October 2022

11,500 Computer Users

23,875 Visits

8,000 Program Attendees



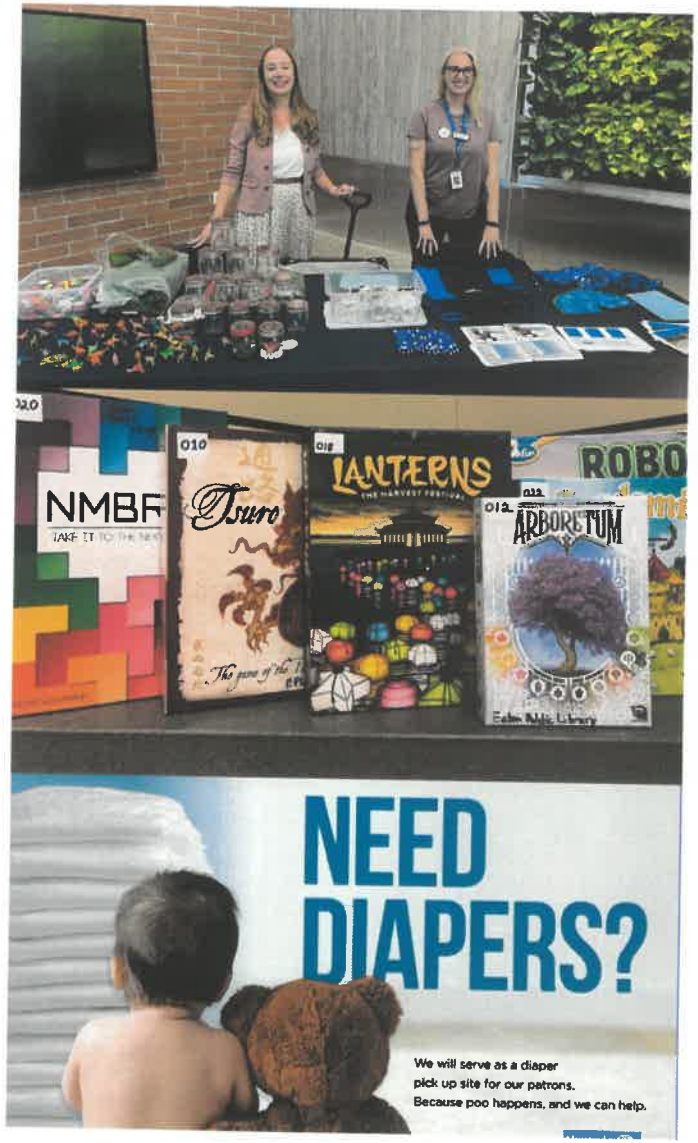
66,000 Items Checked Out

2,500 Outreach Attendees

580 Meeting Room Reservations

Engaging Community

- Community Partnerships
- Outreach Services
- Volunteering
- Marketing



Building Literacy

- Expanded Youth Programs
- Life Skills Focus
- Digital Learning
- Spanish Services

Updating Operations

Facilities

Maintenance + Capital Projects

Staffing

Recruitment + Retention

Policies

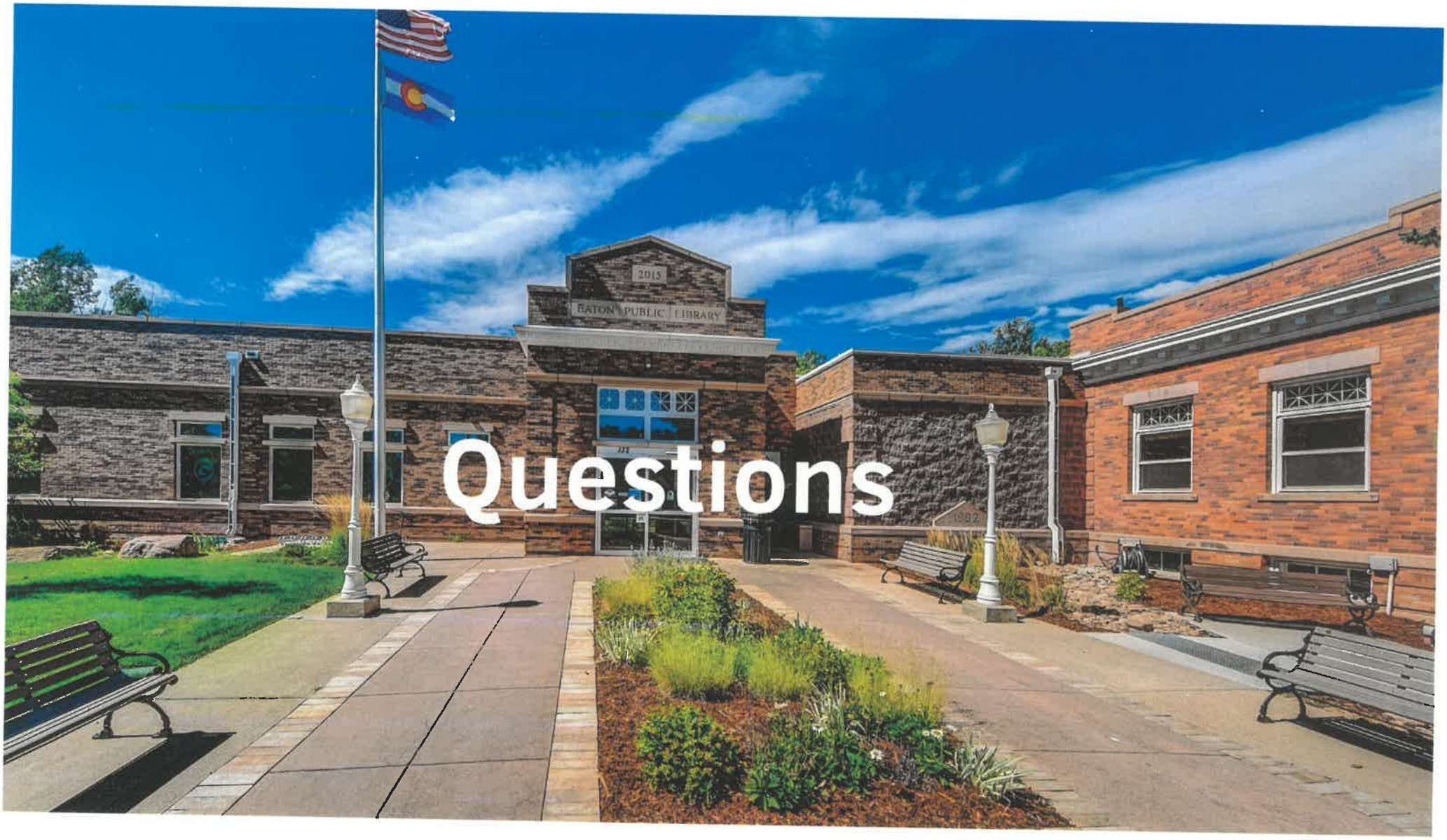
Library Board + Operations

Processes

Documentation + Training

Planning

Strategy + Communication



Questions

NEW

BUSINESS

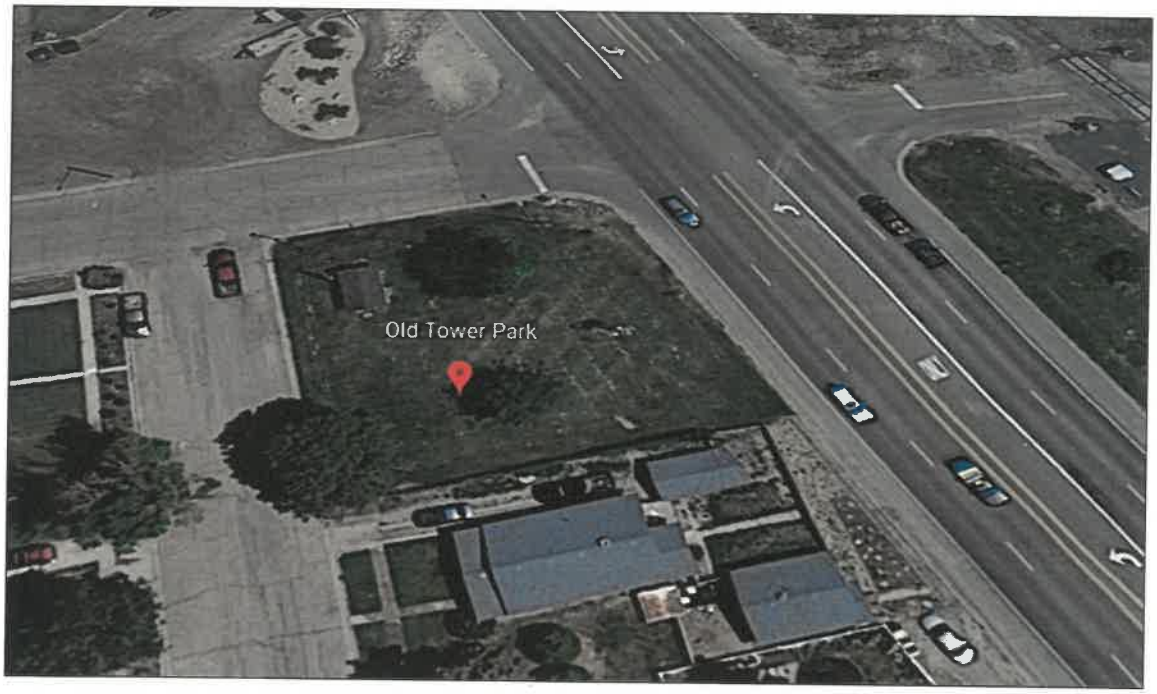
THE TOWN OF EATON	**Eaton Town Board**
	Agenda Item
TO: Town Board of Trustees	
FROM: Wesley LaVanchy	
DATE OF MEETING: 11/17/2022	
TITLE / SUBJECT: Ground Lease Agreement – ALLO Eaton, LLC	

DESCRIPTION

ALLO is requesting to lease some real property from the Town of Eaton to place a 12 x 20 building for its equipment switching station. This property is located at 5th & Elm adjacent to Highway 85. ALLO is looking to lease a portion of the is area as described below.

SUMMARY

At the August 18th and September 15th meetings, the Board of Trustees approved a nonexclusive franchise agreement with ALLO Eaton, LLC to construct, install, and operate a cable and broadband service throughout the Town.



ALLO is looking to lease property near Highway 85 where the broadband fiber line is located to place their fiber facility to construct the broadband network throughout the Town. This is NOT their customer service center which will come later.

KEY POINTS

- **Lease Amount** - $1,500 per month for approximately 2,600 square feet, located at the southeast corner of 5th Avenue and Elm Avenue. This is depicted on Exhibit A.
- **Term** – 10-year term with (2) 10-year renewal periods. Rent would be adjusted to the Revised Consumer Price Index for the Denver-Boulder Metropolitan Area published by the Bureau of Labor Statistics of the United States Department of Labor.
- **Improvements** – The tenant will be required to make improvements to the area that they are leasing and will be required to submit a landscaping plan prior to final approval. The plan will detail the construction and installation of approximately 2,000 square feet of xeriscape landscaping and an ADA accessible walkway through the premises connecting the premises to the Town's property adjacent property to the east. This is depicted on Exhibit B.
- **Maintenance** – ALLO is required to maintain the premises of their lease throughout the term of the lease at their own expense.

COST & BUDGET

There are not additional costs to the Town. The town will generate both new revenues as well as new landscape improvement for this area.

RECOMMENDATION

- Staff recommends approving the ground lease as provided in the packet.
- Alternatively, the Board could:
    - Amend the proposal
    - Decline to approve

GROUND LEASE AGREEMENT

This Ground Lease Agreement ("Agreement" or "Lease") is entered into as of the ____ day of November, 2022 ("Effective Date") by and between the Town of Eaton, a Colorado municipality ("Landlord"), and ALLO Eaton, LLC, a Nebraska limited liability company ("Tenant"). Each Landlord and Tenant may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

WHEREAS, Landlord owns and desires to lease to Tenant, and Tenant desires to lease, the real property identified on Exhibit A attached hereto and incorporated herein by reference, consisting of approximately 2,600 square feet, located at the southeast corner of 5th Avenue and Elm Avenue in the Town of Eaton, County of Weld, State of Colorado ("Premises"); and

WHEREAS, Landlord and Tenant desire to enter into this Agreement for the lease of the Premises for use by Tenant pursuant to the terms of this Agreement.

NOW, THEREFORE for good and valuable consideration stated herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **AGREEMENT TO LEASE**: Landlord hereby agrees to lease to Tenant and Tenant hereby agrees to lease from Landlord, according to the terms and conditions set forth in this Agreement, the Premises.

2. **TERM**: The initial term of this Lease ("Initial Term") shall commence as of the Effective Date and continue until the tenth (10th) anniversary of the Effective Date at which time it shall terminate, unless sooner terminated or renewed as provided herein. Upon providing no greater than one-hundred eighty (180) days written notice and no fewer than thirty (30) days written notice to Landlord prior to the expiration of the Initial Term or first Renewal Term, as applicable, Tenant shall have the option to extend this Agreement for two (2) additional ten (10) year terms (each, a Renewal Term, together with the Initial Term, the Term), upon the terms and conditions as stated herein. If Tenant fails to provide a notice of renewal, the Lease shall renew on month-to-month basis upon the same terms and conditions as stated herein and shall be terminable at any time, by either Party, with thirty (30) days' written notice to the other Party. Notwithstanding the foregoing, if the Cable Television Franchise between the Town of Eaton and ALLO Eaton, LLC, effective on or about October 20, 2022 ("Franchise"), terminates and is not renewed, amended or supplemented to extend the term thereunder, then this Lease shall terminate effective on the termination date of the Franchise.

3. **RENT**: During the Term, Tenant shall pay rent to Landlord in the amount of $1,500.00 per month, with payment due on the first day of each calendar month. Rent shall be prorated for any partial calendar months. If Tenant fails to pay rent by the fifth day of any calendar month, Tenant shall also pay a late charge in the amount of $150.00. For each month of a Renewal Term and commencing on the first day of each year of any such Renewal Term, monthly rent during the Renewal Term shall be determined by the greater of: (a) multiplying the monthly Rent during the immediately preceding year by 1.03, representing a three percent (3%) increase; or (b) multiplying the monthly Rent during the immediately preceding year by the number equal to the

percentage increase in the CPI during the duration of the preceding Term, calculated by using the most recently published CPI and the CPI published at the commencement of the preceding Term. "CPI" shall mean the Revised Consumer Price Index for the Denver-Boulder Metropolitan Area published by the Bureau of Labor Statistics of the United States Department of Labor. For the avoidance of doubt, if the CPI at the end of the preceding Term is more than three percent greater than the CPI at the commencement of the preceding Term, then the CPI shall be used to adjust the monthly Rent for the Renewal Term.

4. **SECURITY DEPOSIT.** Upon signing this Agreement, Tenant shall pay a security deposit in the amount of $5,000.00 to Landlord. The security deposit will be retained by Landlord as security for Tenant's performance of its obligations under this Agreement. If Tenant breaches the terms of this Agreement and fails to cure the applicable breach in accordance with the terms of this Agreement, Landlord may apply any or all of the security deposit to remedy the breach, including to cover any amount owed by Tenant and/or any damages or costs incurred by Landlord due to Tenant's failure to comply. If Landlord uses any portion of the security deposit during the Term, upon written notice from Landlord to Tenant, Tenant shall replenish the security deposit to the original amount of $5,000.00. Within thirty (30) days after the termination of this Agreement, Landlord shall return the security deposit to Tenant (minus any amount applied by Landlord in accordance with this Section). Landlord's obligation to refund the security deposit shall survive termination or expiration of this Agreement. Any reason for retaining a portion of the security deposit will be explained in writing. If Landlord fails to return the security deposit within thirty (30) days of the termination of this Agreement, Landlord shall not be in breach of this Agreement unless Tenant first provides written notice to Landlord of Landlord's failure to return the security deposit and Landlord fails, within fifteen (15) days of receipt of such notice, to return the security deposit.

5. **USE**: Tenant shall use the Premises for a data bunker, which is a building for utilities, computers and a generator using electricity, but without any temporary or permanent occupancy. Tenant shall not, without the written consent of Landlord, use the Premises for any other purpose without the prior written consent of Landlord. Landlord makes no representation or warranty regarding the legality of the permitted uses, and Tenant bears all risk of any adverse change in applicable laws.

6. **CONDITION OF PREMISES**: Landlord makes no warranties as to the condition of the Premises, and Tenant acknowledges it is accepting the Premises in its current and "As Is" condition "With All Faults." Except as expressly set forth herein, Landlord makes no representation or warranty, express or implied, or arising by operation of law, including but not limited to, any warranty of fitness for a particular purpose, merchantability, habitability, suitability, or condition. Tenant acknowledges that Tenant has not relied on any representations or warranties by Landlord in entering this Agreement.

7. **ACCESS; FIBER FACILITIES**: Tenant shall have the exclusive right to use the Premises, except for use of public rights-of-way, including but not limited to public sidewalks and the Walkway (defined below), which use shall be nonexclusive. Landlord or its agents may have access to the Premises at reasonable times to inspect the Premises and perform any obligations Landlord may have pursuant to this Agreement. In addition to Tenant's access rights described herein, Tenant shall also have the right to install and maintain conduit, fiber optic lines, and related

facilities (which shall include, but not be limited to, any utilities, *e.g.*, electricity, natural gas, or any similar utilities that be reasonably required to operate the fiber facilities (collectively, **Fiber Facilities**) so as to allow Tenant to utilize its data bunker situated on the Premises. The Fiber Facilities shall be located in existing utility easements to the extent possible, but in any event within fifteen (15) feet of the boundary of the Premises in easements that are nonexclusive. Tenant and Landlord shall mutually agree on the exact placement of the Fiber Facilities prior to installation and Tenant shall be solely responsible for the repair and maintenance of the Fiber Facilities.

8. **TAXES**: At any time, in the event improvements placed on the Premises by Tenant cause taxes to accrue, Tenant shall pay those taxes to the appropriate governmental entity, including but not limited to taxes imposed by the office of the Weld County Assessor. The obligations in this section shall survive termination of this Agreement and Tenant shall remain obligated to pay taxes on improvements as stated herein that have accrued up to the date of termination or expiration of this Lease.

9. **IMPROVEMENTS BY LANDLORD**: Landlord reserves the right to make improvements, alterations, or additions to the Premises, but shall not materially change the general appearance, location or area of the Premises. Further, Landlord's improvements shall not unreasonably disturb or interfere with Tenant's improvements.

10. **IMPROVEMENTS BY TENANT**: Tenant shall be responsible for obtaining all licenses, permits, and approvals required by any federal, state or local authority in connection with its use of the Premises. Tenant shall not make any improvements or alterations to the Premises (excluding replacement or rearrangement of personal property within the Premises) without submitting plans and specifications, in the form of a Site Development Plan ("SDP"), to Landlord and securing Landlord's written consent of the SDP, which shall not be unreasonably conditioned, delayed, or withheld. The SDP shall include, in addition to the data bunker, plans for the construction and installation of approximately 2,000 square feet of xeriscape landscaping and an ADA accessible walkway through the Premises connecting the Premises to the Landlord's adjacent property to the east ("Walkway"). The xeriscape landscaping shall include landscaping of the Premises as well as landscaping of real property outside the boundaries of the Premises, as shown and depicted on Exhibit B attached hereto and incorporated herein by reference ("Landscaped Property"). Tenant shall pay all costs of improvements and alterations and shall provide evidence of such payment to Landlord upon request. Tenant shall not permit any mechanics or other liens to be filed against the Premises as a result of any work performed for or obligations incurred by Tenant. Tenant shall hold Landlord harmless and indemnify Landlord for any liability, cost, or expense, including attorney's fees, in the event any such lien is filed. Tenant shall not be entitled to grant a mortgage, deed of trust, or other security instrument in Tenant's interest to the Premises created by this Agreement. Upon termination or expiration of this Agreement, Tenant shall, at Tenant's sole cost and expense, remove from the Premises all of Tenant's leasehold improvements, including without limitation, the data bunker, interior and exterior signs, trade fixtures and equipment, and other such items that have been installed or placed on the Premises by Tenant, by Tenant's predecessors in interest, or which have been installed or placed therein for the benefit of or on behalf of Tenant or Tenant's predecessors (all of which are hereinafter referred to as "Tenant's Property"), and Tenant shall repair all damage resulting from such removal.

11. **MAINTENANCE OF PREMISES AND TENANT'S PROPERTY.** Tenant

shall, throughout the Term of this Lease, at its own cost and without any expense to Landlord, keep and maintain the Premises, the Landscaped Property and Tenant's Property, including all appurtenances, in good, sanitary and neat order, condition and repair, and, except as specifically provided in this Lease, restore and rehabilitate its improvements on the Premises that may be destroyed or damaged by fire, casualty, or any other cause whatsoever. This requirement to maintain includes, but is not limited to, maintenance of the Walkway, snow removal, landscape maintenance (consistent with the approved SDP) and utilities as required to effectively use the Premises.

12. **UTILITY CHARGES; TENANT GENERATOR**: The only utilities to the Premises shall be electricity and natural gas in Tenant's name and which Tenant shall cause, at Tenant's cost, to be separately metered from the remainder of Landlord's real property. Tenant shall pay the cost of all utility services during the Term. Landlord acknowledges, as part of Tenant's use of the Premises, Tenant shall install a generator.

13. **COMPLIANCE WITH LAWS**: Tenant covenants and agrees to comply with all federal, state and local laws, regulations and ordinances affecting the Premises and use of the Premises, including applicable environmental laws.

14. **HAZARDOUS SUBSTANCES**: Tenant shall not keep or store on the Premises any item of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

15. **WASTE**: Tenant shall not commit or permit any waste of the Premises, nor any public or private nuisance on the Premises.

16. **INSURANCE**. Tenant shall, during the entire Term, keep in full force and effect, solely, at Tenant's cost and expense, the following policies of insurance:

a. General Liability. Commercial general liability insurance with respect to the Premises and the activities of Tenant thereon, for which the limits shall not be less than Two Million and no/100 Dollars ($2,000,000.00) each occurrence and Four Million and no/100 Dollars ($4,000,000) aggregate, covering bodily injury, sickness or death and loss of or damage to Premises, naming Landlord as an additional insured and providing that it is the primary coverage for liability on the Premises. Such coverage shall include a broad form general liability endorsement. The policy shall also be endorsed to provide that the additional insured Party will be notified of the cancellation or non-renewal at least thirty (30) days before the effective date of such cancellation or non-renewal except in the event of cancellation due to non-payment of premium then a ten (10) days' notice shall be given.

b. Automobile Insurance. Comprehensive automobile liability insurance with minimum combined single limits for bodily injury and property damage of not less than Two Million and no/100 Dollars ($2,000,000), with respect to each of Tenant's owned, hired and/or non-owned vehicles assigned to or used in performance of services related to this Agreement, naming Landlord as an additional insured and providing that it is the primary coverage for automobile liability. The policy shall also be endorsed to provide that the

additional insured Party will be notified of the cancellation or non-renewal at least thirty (30) days before the effective date of such cancellation or non-renewal except in the event of cancellation due to non-payment of premium then a ten (10) days' notice shall be given.

c. Property Insurance. Property insurance covering all of Tenant's improvements, equipment, and other personal property located on the Premises.

d. Workers' Compensation. Workers' compensation and employee insurance in the amount required by law

17. **WAIVER OF SUBROGATION**: Tenant waives any and all claims or rights to recovery against Landlord for any loss or damage to the extent such loss or damage is covered by insurance or would be covered by insurance as required under this Agreement. Tenant shall cause its insurance policies relating to the Premises to include or allow a full waiver of any subrogation claims.

18. **INDEMNIFICATION**: Tenant agrees to indemnify, defend, and hold harmless Landlord from any and all claims, actions, liabilities, suits, demands, damages, losses, or expenses, including attorneys' fees, arising out of or relating to: (i) Tenant's use and occupancy of the Premises, (ii) any work done by or on behalf of Tenant on the Premises, (iii) Tenant's negligence or willful misconduct, and/or (iv) Tenant's breach or default of any of the terms of this Agreement, provided however, Tenant's obligations under this section shall not extend to any claims actions, liabilities, suits, demands, damages, losses, or expenses arising from the negligence or willful misconduct of Landlord.

19. **ASSIGNMENT**: Tenant shall not assign or sublet any portion of the Premises without the prior written consent of Landlord. Any such assignment or subletting without the consent of Landlord shall be void and, at the option of Landlord, Landlord may terminate this Lease. Notwithstanding anything to the contrary contained herein, Tenant may, upon written notice to Landlord, assign its entire interest under the Lease or sublet the Premises or any portion thereof to a corporation, partnership, or other legal entity controlling, controlled by or under common control as Tenant, or to any successor to Tenant by purchase, merger, consolidation, reorganization, or sale of substantially all assets without the consent of Landlord.

20. **QUIET ENJOYMENT**: Landlord warrants that Tenant shall have possession and quiet enjoyment of the Premises for so long as Tenant is in compliance with the terms of this Agreement.

21. **DEFAULT**: Each of the following acts and omissions shall constitute a default and a breach of this Agreement:

a. Voluntary or involuntary bankruptcy, assignment for benefit of creditors, reorganization or rearrangement under the Bankruptcy Act, receivership, dissolution or the commencement of any action or proceeding for dissolution or liquidation of Tenant whether instituted by or against Tenant, or any other similar action or proceeding;

b. Tenant's failure to pay rent or make any payment due under this Agreement; or

c. Tenant's failure to perform any obligation or condition or to comply with any term or provision of this Agreement for a period of ten (10) business days after Landlord provides written notice of such failure to Tenant; provided, however, in the event that such cure shall be reasonably expected to exceed ten (10) business days, Tenant's cure right shall be extended provided that such cure is commenced within ten (10) days and such cure is diligently pursued.

22. **LANDLORD'S REMEDIES**: In addition to any other remedies available to Landlord, upon a default by Tenant, Landlord shall have the right to terminate this Agreement and take possession of the Premises by providing written notice to Tenant. Landlord's rights hereunder shall be in addition to any other right or remedy now or hereafter existing at law or equity.

23. **TERMINATION BY TENANT**: In the event of a breach by Landlord of any of its obligations, covenants, or agreements under this Agreement which continues for a period of thirty (30) days after receiving written notice of the breach from Tenant, Tenant has the right to terminate this Agreement, upon written notice to Landlord, without penalty. Landlord shall return to Tenant any prepaid or prorated rent if Tenant terminates this Agreement pursuant to this section.

24. **HOLDING OVER**: Unless this Agreement has been extended by mutual written agreement of the Parties, except as provided in section 2 regarding a month- to-month tenancy, there will be no holding over past the Term under the terms of this Agreement under any circumstances. If Tenant remains in possession after the termination date without the written consent of Landlord, Tenant shall be deemed to be a trespasser and shall be liable for any damages incurred by Landlord as a result of the holdover, including the payment of rent at a rate which is the same as the last rental rate.

25. **EFFECT OF SALE**: A sale of the Premises will operate to release Landlord from all obligations pursuant to this Agreement, except liabilities which arose prior to the closing of such sale, and Tenant shall attorn to Landlord's successor in interest.

26. **LIMITATION OF LIABILITY**: Landlord is not responsible or liable for any loss, claim, damage or expense as a result of any accident, injury or damage to any person or property occurring anywhere on the Premises, unless resulting from the negligence or willful misconduct of Landlord.

27. **GOVERNMENTAL IMMUNITY**: The Parties agree that Landlord is relying on, and does not waive or intend to waive by any provision of the Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 *et seq.*, C.R.S., as amended from time, or otherwise available to Landlord, its elected officials, employees or agents.

28. **TERMINATION**: Upon termination of this Agreement, Tenant shall:

a. Deliver possession of the Premises to Landlord in as good a condition as at the commencement of this Agreement. Notwithstanding the foregoing, upon the written consent of Landlord, Tenant may be entitled to leave the concrete pad that will be poured in connection with

installation of the data bunker. If Landlord desires that Tenant remove the concrete pad, then Tenant shall install landscaping on the Premises, in a manner reasonably approved by Landlord, which brings the Premises to substantially the same condition that existed at the commencement of this Agreement.

b. Remove from the Premises the data bunker, the concrete pad (except as provided above), all equipment, materials, fixtures and other personal property belonging to Tenant. Tenant shall, at Tenant's expense, repair any damage to the Premises arising from the removal of such trade fixtures or personal property.

29. **NOTICE TO PARTIES**: Notices under this Agreement shall be in writing and be deemed given upon receipt by hand delivery, certified mail return receipt requested, or overnight courier to the following addresses:

To Landlord:	To Tenant:
Town of Eaton 223 1st Street Eaton, CO 80615 Attention: Town Administrator	ALLO Eaton, LLC 330 S. 21st Street Lincoln, NE 68510 Attention: President

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

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

30. **MISCELLANEOUS**:

No term or condition of this Agreement shall be construed to have been waived by Landlord or Tenant, unless Tenant or Landlord shall have secured such waiver from the other Party in writing, as applicable. Failure on the part of either Party to complain of any act or failure to act or to declare the other Party in default, irrespective of how long such failure continues, shall not constitute a waiver hereunder.

Each person executing this Agreement on behalf of an entity represents and warrants that they have complete and full authority and capacity to act on behalf of that entity.

The invalidity or unenforceability of any term or condition of this Agreement shall not prejudice the enforceability of any other term or condition.

This Agreement shall not be amended or modified, except by a written instrument executed by both Landlord and Tenant.

Landlord and Tenant represent and warrant to each other that neither of them has consulted

or negotiated with any broker or finder with regard to the Premises. Each of them will indemnify the other against any claim for fees or commissions from anyone other than the Broker.

This Agreement shall be binding upon the successors in interest of the Parties.

This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado. Any dispute arising from this Agreement shall be resolved in the County of Weld, State of Colorado. EACH PARTY HERETO, TO THE FULLEST EXTENT PERMITTED BY LAW, WAIVES THE RIGHT TO A TRIAL BY JURY FOR ANY ACTION ARISING FROM, OR RELATED TO, THIS AGREEMENT.

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 share equally in the cost of the mediation.

If any judicial proceedings may hereafter be brought to enforce any of the provisions of this Agreement, the prevailing Party, to the extent permitted by law (recognizing the constitutional and statutory prohibitions regarding the expenditure by a governmental entity of unbudgeted and unappropriated funds), shall be entitled to recover the costs of such proceedings, including reasonable attorney's fees and reasonable expert witness fees.

The section headings used herein are for reference purposes only and shall not otherwise affect the meaning, construction, or interpretation of any provision in this Agreement.

This Agreement constitutes the entire agreement between the Parties and supersedes and cancels all prior agreements of the Parties, whether oral or written, with respect to the subject matter of this Agreement.

IN WITNESS WHEREOF, the Landlord and Tenant have executed this Agreement on the day first set forth above.

LANDLORD:

By:_____
Scott E. Moser, Mayor

ATTEST:

By:_____
Margaret Jane Winter, Town Clerk

TENANT:

By:_____
Its: President and CEO

Name: Bradley A. Moline

EXHIBIT A

ALLO Lease area

EXHIBIT B

Xeriscape Landscape Area

THE TOWN OF EATON COLORADO	**Eaton Town Board**
	Agenda Item
TO: Town Board of Trustees	
FROM: Wesley LaVanchy	
DATE OF MEETING: 11/17/2022	
TITLE / SUBJECT: First Amendment to TDS Broadband Franchise Agreement	

DESCRIPTION

Section 5(a) of the Franchise Agreement provides that the Town shall have the right to increase the franchise fee from three percent of Gross Revenues to five percent of gross revenues, which is permitted by current federal law. The Town recently entered into a franchise agreement with ALLO which has a five-percent fee of gross revenue, and which stipulates that they will not have to pay more than other providers of similar service (5.f.).

SUMMARY

During the term of this Franchise Agreement, TDS shall pay to the Town a franchise fee in an amount equal to five percent of gross revenues. These payments will be in addition to taxes and fees of general applicability owed to the Town by TDS that are not included as franchise fees under the Cable Act.

This First Amendment to Franchise Agreement shall be effective on January 1, 2023.

COST & BUDGET

The costs associate for this amendment and prior agreement is in staff's time to negotiate, draft, monitor and enforce.

RECOMMENDATION

- Staff recommends approving the amendment to the I.G.A. as provided in the packet.
- Alternatively, the Board could:
    - Amend the ALLO agreement to 3%

FIRST AMENDMENT TO CABLE TELEVISION FRANCHISE AGREEMENT BETWEEN THE TOWN OF EATON AND TDS BROADBAND SERVICE LLC

This First Amendment to Cable Television Franchise Agreement ("First Amendment to Franchise Agreement") is made and entered into by and between the Town of Eaton, Colorado, a municipal corporation ("Town"), with offices at 223 1st Street, Eaton, CO 80615, and TDS Broadband Service LLC, a Delaware limited liability company, with offices at 525 Junction Road, Madison, Wisconsin 53717 ("TDS") (collectively, the "Parties").

RECITALS

A. On or about November 19, 2020, the Town and TDS entered into that certain Cable Television Franchise Agreement ("Franchise Agreement").

B. Section 5(a) of the Franchise Agreement provides that, upon ninety (90) days' notice from the Town to TDS, the Town shall have the right to increase the franchise fee from three percent (3%) of Gross Revenues to five percent (5%) of Gross Revenues.

C. The Town has provided the requisite ninety (90) days' notice to TDS of its desire to increase the franchise fee.

D. TDS agrees that, commencing on January 1, 2023, the franchise fee shall be increased to five percent (5%) of Gross Revenues.

E. Capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Franchise Agreement.

F. To effectuate the foregoing, the Parties desire to enter into this First Amendment to Franchise Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the terms, conditions and covenants set forth in this First Amendment to Franchise Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals. The Recitals set forth above, which are hereby acknowledged as being true and correct, are incorporated herein by reference.

2. Amendment. Paragraph 5(a) of the Franchise Agreement is hereby deleted in its entirety and in its place inserted the following:

5. Franchise Fee

(a) Percent of Gross Revenues

During the term of this Franchise Agreement, TDS shall pay to the Town a franchise fee in an amount equal to five percent (5%) of Gross Revenues. Such payment shall be in

addition to taxes and fees of general applicability owed to the Town by TDS that are not included as franchise fees under the Cable Act.

3. Validity of Franchise Agreement. Except as expressly provided in this First Amendment to Franchise Agreement, the Franchise Agreement has not been amended, supplemented or altered in any way by this First Amendment to Franchise Agreement and the Franchise Agreement shall remain in full force and effect in accordance with its terms. If there is any inconsistency between the terms of the Franchise Agreement and the terms of this First Amendment to Franchise Agreement, the provisions of this First Amendment to Franchise Agreement shall govern and control.

4. Effective Date. This First Amendment to Franchise Agreement shall be effective on January 1, 2023.

TOWN OF EATON

_____
Scott E. Moser, Mayor

ATTEST:

_____
Margaret Jane Winter, Town Clerk

TDS BROADBAND SERVICE LLC

By: Joel Dohmeier
Name: Joel Dohmeier
Title: Director – Government & Regulatory Affairs

STATE OF WISCONSIN)
) ss
COUNTY OF DANE)

SUBSCRIBED AND SWORN to before me this 25 day of October, 2022, by Debra Meier as the Notary of Madison, Wisconsin

WITNESS my hand and official seal.

DEBRA MEIER
Notary Public
State of Wisconsin

My commission expires: 3-30-2024

Debra Meier
Notary Public

CW2680310

THE TOWN OF EATON COLORADO	**Eaton Town Board**
	Agenda Item
TO: Town Board of Trustees	
FROM: Wesley LaVanchy	
DATE OF MEETING: 11/17/2022	
TITLE / SUBJECT: Agreement for Shared Consultant Cost Sharing – Regional Water Treatment Plant	

DESCRIPTION

The Town of Eaton has previously joined a working group to develop a regional treatment plant for the treatment water other than what is currently provided by NWCWD. The recommendation by the working group is to contract with ALLY Utility Consulting to further this goal. The attached agreement for shared consult services and the initial RFP response outlines the next steps toward this goal.

SUMMARY

Initially the desire for a regional treatment plant was to address the treatment and distribution of NISP water; however, more recently there is an interest in expanding this to include native water as well. The Parties have jointly acquired real property with the intention to establish a shared water treatment facility operated by a water treatment authority. This real property is located adjacent to the anticipated route for NISP.

Under Windsor's contract with Ally, Ally will be held responsible by Windsor for undertaking Ally's Scope of Work as approved by the Parties, and as generally described in Ally's *Proposal and Statement of Qualifications* dated September 10, 2022. Ally's proposal to support this effort though Program Management will expand on the Groupe's existing common interest to include 1) strategic location and economies of scale 2) establishing Mission, Goals, and Bylaws 3) leading collaborative planning of water treatment projections, water resources planning and acquisition, infrastructure sizing/sharing, and 4) developing opportunities for increased stakeholder partnerships.

KEY POINTS

- Shared Cost Agreement for Services to advance the Regional Treatment Authority and Treatment Plant.
- Expand the Town of Eaton' treatment alternatives which are presently constrained to its water service agreement with North Weld Water District and the corresponding tap moratorium.

- Expand the Town of Eaton's potential potable water it can acquire and treat, including native water.
- The 2022 Raw Water Resource Master Plan recommends participation in the regional treatment Plant/Authority.
- It's a part of the Town's strategic pillars, **Maintain and Develop Premier Resources.**
- The Town's pro-rata cost is $50,000. This would be paid for from the Town's Water Enterprise Fund.

RECOMMENDATION

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

ALLY
UTILITY CONSULTING

Groupe Water Treatment Authority Formation Program Manager

Proposal and Statement of Qualifications

September 10, 2022

September 10, 2022

Attention: Omar R. Herrera, PE
Director of Engineering, Town of Windsor
301 Walnut Street, Windsor, CO 80550

RE: Groupe Regional Water Treatment Authority Program Manager (RFQ and Addendum #1)

Dear Omar and Groupe Program Manager Selection Committee,

I'm pleased to submit this proposal for Program Manager for the Groupe Water Treatment Authority serving Windsor, Severance, Fort Collins - Loveland Water District, and Eaton. I know my expertise, experience, and vision can facilitate this Authority's formation and future service to Northern Colorado.

Regional collaboration is crucial to meet the future's increasingly challenging demands. As water providers, we must collaborate meaningfully together, as none of us can successfully plan to do it alone. For over 20 years I've invested in planning Northern Colorado's water future and can offer a track record of organizational and collaborative infrastructure accomplishments for the region. As important, I also offer connectedness to organizations and people that have also dedicated their careers to planning for our future successes.

I've developed this proposal to offer a suggested path forward, with additional flexibility for increased support if Participants so desire. My proposed 2022 hourly fee for this project is $205 per hour and I've estimated that the required workload will fluctuate between 16 and 36 hours per week for this project.

In this proposal, I've listed a suggested Project Approach to kickstart this effort, identify milestones and schedules, and deliver results on a timeline to deliver 'wet water' to match Northern Water's estimated reservoir and pipeline project delivery goal of 2030. Also included is my resumé and featured project case studies that illustrate Ally's excellent track record of delivering results. Lastly, I've included Letters of Reference from people who can speak first-hand to my values, dedication, and work product.

This is an exciting opportunity. Please do let me know how we may work together.

Sincerely,

Chris Matkins, P.E.

Enclosure

Ally's Proposed Approach

As the NISP permitting, design, and preliminary contracting effort advance in the coming years, it will be important to move forward meaningfully for the other half of the project: facilities to treat and deliver water to participants. NISP stakeholders have benefitted from Northern Water's leadership and coordination on the raw water side of things. Initiating infrastructure planning is a vital next step to ensure 'wet water' is delivered to participants. These efforts will take time and should begin in earnest. Ally has outlined this Project Approach that will advance this Authority's strategy to establish Northern Colorado Water treatment and distribution facilities.

Ally's proposal to support this effort though Program Management will expand on the Groupe's existing common interest to include 1) strategic location and economies of scale 2) establishing Mission, Goals, and Bylaws 3) leading collaborative planning of water treatment projections, water resources planning and acquisition, infrastructure sizing/sharing, and 4) developing opportunities for increased stakeholder partnerships. Ally has also outlined suggested 'Next Steps' and proposed timelines to advance this important regional project.

1. Strategic Location and Economies of Scale

Groupe's recently purchased land parcel offers an optimum location for a single regional water treatment plant in Northern Colorado to treat NISP project water. The central location east of Interstate 25 and ground elevation of this parcel offers an excellent strategic location for the four NISP participants. This has been studied through previous planning and engineering efforts, including TEC, Farnsworth (2013), and Black & Veatch (2017). On behalf of participants, Northern Water led these prior engineering studies, which have driven the routing of NISP infrastructure (Poudre River diversion location, pump stations, and pipelines) for delivery to this treatment plant location.

This location also offers an opportunity to provide regional water treatment to additional interested water providers. This could be achieved through wholesale water treatment agreements to additional customers, including other NISP entities. Offering wholesale opportunities will yield economies of scale, and operational cost efficiency for the four participants. This could also offer a broader base for initial funding.

While NISP water resources are an excellent common interest for Groupe, additional waters have also been considered. Native Ditch rights owned by the four entities were outlined and included in the 2017 Technical Memorandum 2. This was further expanded to include suggested groundwater as proposed in my 8/21/2020 "Conceptual Regional WTP Design for Groupe Participants. Non-renewable and renewable groundwater likely offers an important place in the long-range water supply planning of Northern Colorado. Consideration should be given to these additional sources, with emphasis on how this Authority may best benefit from collaborative planning, acquisition, and future management.

By retaining a third-party water resources valuation and planning firm, the Groupe can avoid competing for these water resources, and instead collectively benefit from a common effort. This proposed collaborative approach to water resources expands on the existing partnership. This

approach worked for farmers forming mutual ditch companies over one hundred years ago and can serve as the 'common interest' model for this effort as well.

Building on these advantages, the four entities are in an excellent position to lead the treatment and distribution efforts for Northern Colorado. Earnest Program Management of this effort is important, and Ally can help the Groupe create this regional water plant.

2. Establishing Authority Mission, Values, and Bylaws

An effective authority is built on a foundation of organizational trust and cohesion. This is best established by identifying member common interests; investing in these common interests over time; and consistently meeting the identified common needs. Groupe owners have common interests of stable, predictable supplies of treated water. Partners also desire an adequately funded, well-managed organization that consistently meets the needs of its Board of Directors with no surprises. Establishing and practicing this culture of excellence is important and will lead to trust and cohesion in the Authority.

This culture starts with visioning at the Board level. The partners have an opportunity to articulate the values and promises that will anchor future decision making to rational, equitable administration. Focusing on these common benefits will yield the most stability and prosperity for the Groupe.

Ally has a track record of success at other organizations, and spearheaded employee and Board visions and mission statements for Fort Collins - Loveland Water District and the Soldier Canyon Water Treatment Authority. Ally can facilitate this process for the Groupe, too, and help the Authority stakeholders establish the Mission and Values and bylaws for the Authority.

3. Planning

Partner Coordination Meetings

Ally will facilitate the scheduling of a regularly occurring monthly meeting with Groupe representatives, and send electronic calendar invites to invited attendees. This monthly cadence will ensure that progress is made in planning of treatment projections, water resources options and planning, infrastructure sizing and phasing, and coordination with potential outside stakeholders. For each meeting, Ally will gather input on agenda items; distribute an agenda to attendees one week in advance; and ensure timely discussion and decision-making by the representatives. Topics and decisions will be framed for discussion at each meeting, and Ally will facilitate discussions and can develop recommendations for consideration. Meeting notes will be developed and distributed within three business days, with clear articulation of 'who agreed to do what by when'.

Ally can also play a supportive role for the ongoing, parallel coordination meetings of the entities legal counsel if desired. In this role, Ally can perform similar administrative/coordination support functions for the attorney's meeting needs, to facilitate important legal work being done.

In addition, Ally can support each representative with periodic updates, including financial drivers and justification, to governing boards (Town Boards, District Boards) and NISP participant meetings.

Water Treatment Projections

As summarized in the 2017 study, planning and phasing will drive the financial obligations of the Groupe. Careful consideration should be given to ensuring that the shared infrastructure is sized appropriately and highly utilized in the early years of service. This planning is based on each entity's projected timing and need for treated water. 2017 estimates should be updated with recent demands, and adjustments made to the sizing and phasing of the required infrastructure. Ally will work with each entity to review projections and develop an updated combined capacity curve for the future.

Water Resources Options and Planning

Ally will coordinate with existing Groupe water resources experts and counsel throughout the project to update the 2017 list of water resources. Long-term water yields for these sources, especially CBT, may have been affected in recent years. Ally will also coordinate closely with these experts to reflect any changes in portfolio yields for each stakeholder.

For the same reasons that we benefit from shared infrastructure, future water resources may also offer powerful economies of scale and shared resiliency for owners. To increase yield, potential partnering opportunities with regional ditch companies, including North Poudre Irrigation Company, should be pursued. Use of surface reservoirs may offer mutual benefits including emergency storage, increased raw water mixing potential, improved raw Water Quality, and flexible timing, trading and exchanging of water.

The owners should contemplate cooperative water resources planning and acquisition strategies. Ally has long-term relationships with experts and can assist in exploring these benefits. These experts include third party valuation and acquisition firms; CSU Professors; expert groundwater consulting companies, and Aquifer Storage Recharge experts with established functioning projects in the Denver area.

Infrastructure Sizing, Phasing, and Cost Estimating

As recommended in the 2017 study, infrastructure planning for transmission of finished water to the stakeholders is an important next step. Following this, financial plans should be updated to accommodate the necessary capital expenditures.

Costs for this infrastructure will be significant. 2017 Category 5 Cost Estimates for the first 10 MGD phase of this WTP were estimated to be $60.5M. Prices have increased significantly since then. Ally has unrivaled expertise in planning and conceptual design of the plant, pipes, pump stations, tanks, and metering facilities that will benefit the Groupe. This urgent work will assist the owners' financial planning and form justification for future revenue, including System Impact Fees, rates, and borrowing strategies.

Ally has demonstrated success in phasing and funding of shared infrastructure at Soldier Canyon. By developing methods for allocating costs between TriDistrict partners, Ally developed consensus and moved this Authority's formation to completion. This helped the Soldier Canyon Water Treatment Authority allocate costs for a much-needed plant expansion, and to allocate

ongoing O&M costs to the three partners appropriately. This served as the foundation for developing revenues to adequately fund the operations at a sustainable level.

Ally has extensive experience in planning, design, and construction management of water infrastructure including tanks, pipelines, pump stations, power extension, and meter facilities. In addition, Ally has demonstrated success in articulating financial needs for utility enterprises and establishing successful rate increase and funding track records for organizational success, including leading Cost of Service Studies for City of Loveland, Soldier Canyon Water Treatment Authority, Fort Collins - Loveland Water District, and South Fort Collins Sanitation District. These organizations today benefit from sustainable revenues and financial stability as a result.

4. Developing Collaboration with Potential Partners

Opportunities with potential partners should be explored soon. These include additional potential wholesale customers including other NISP participants, TriDistrict water suppliers, Northern Colorado water districts, towns and cities, and ditch companies. Ally will also lead outreach and coordination with existing water providers. Coordinating startup of the new facilities will ensure 'no surprises' in water treatment contractual obligations.

5. Timeline and Next Steps

The Groupe has made excellent progress to date by acquiring the needed water treatment plant site and drafting the Authority governance documents. To meet the goal of forming the Authority by July of 2023, Ally has proposed the below milestones timeline and 'next steps' for consideration. As the group makes progress on these milestones, flexibility and responsiveness to change will be important for the Program Manager to meet each owner's needs.

Proposed Milestone	Goal	Considerations
Award Contract to Selected Program Manager	9/29	Review of proposed plan, selection of Owner representatives, finalize contract by 10/13
Meet to kick off program	10/27	Schedule recurring Monthly meetings (last Thursdays?); Schedule retreat for Mission and Values
Update Combined Preliminary Water Treatment Projections	Nov - Dec 22	Update 2017 projections using recent data
Update Preliminary Treated Water Infrastructure sizing, sharing, and routing	Dec 22 - Sep 23	Update 2017 projections using recent data. Develop conceptual pipeline routing options, metering locations, connections to stakeholders' systems
Develop Capital/O&M allocation strategies	Dec 22 - Jul 23	Basis for cost-of-service studies, revenue needs
Support Groupe Legal Counsel Collaboration	Ongoing	Meeting invites, agendas, etc.
Review Potential Future Water Sources and Water Resources	Ongoing	Meet with Owner water resources experts, Explore Native Ditch Rights, Groundwater (renewable, non-renewable)
Outreach, Coordination	Ongoing	NPIC, NISP participants, Northern Water, Towns, TriDistricts
Support Owner Boards	Mar – Jul 23	Support Presentation of Authority Formation Documents
Formation of Authority	Jul 23	

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CASE STUDY

Authority To Drive Results In Soldier Canyon

The Big Picture

Years of discussion were at an impasse. The Tri-District Water Treatment Authority formation efforts needed facilitation – it was time to step up. By determining common objectives and fostering consensus between partnerships, Ally got the job done.

The mission of Tri-Districts Water Resources (Fort Collins–Loveland Water District (FCLWD), North Weld County Water Districts and East Larimer County Water District) is to supply raw water to the Soldier Canyon Filter Plant (SCFP) by maximizing its water right assets as cost-effectively as possible. SCFP then treats and delivers these valuable waters to the three districts for distribution to over 110,000 people in Fort Collins, Loveland, Windsor, Severance, Eaton, Timnath and surrounding areas.

The Tri-Districts came together to progress from partners in ownership of SCFP to a Water Treatment Authority. This elevated the organization's ability to set water rates, establish enterprise property tax and make independent decisions regarding operating procedures. The Authority provides the highest quality treated water to its customers with financial responsibility, following policies established by the Authority Board in a professional, efficient and ethical manner.

As General Manager of Fort Collins–Loveland Water District I was asked to facilitate the process of becoming a Water Treatment Authority. I brought a fresh approach to the FCLWD by spending time working closely with partnering board members – digging deep to find common ground, encouraging individuals to share their ideas and working through differences to create powerful alliances. By building consensus with the board members and developing rational methods for allocating costs, I was able to lead our decision-makers through the formation procedures. I had the privilege of presenting drafts of the Authority formation documents, with legal counsel, to the FCLWD board to build member support through critical milestones. Upon formation, I was also nominated as the first Chairman of the Soldier Canyon Water Treatment Authority.

Serving as Chairman of the Authority board, I directed the process of selecting a design firm and construction manager at risk for the Soldier Canyon Filter Plant upgrades and improvements. Additionally, I led discussions and procedures for allocating costs and ownership of the $38M expansion and completed a cost-of-service study to correctly distribute the operating and maintenance costs of the water treatment plant to the Tri-Districts.

The Goal

Work in concert with the Tri-Districts to form a Water Treatment Authority with established bylaws, rules and regulations and equitable cost distribution to appropriately staff and maintain a water treatment plant.

The Solution

- Built relationships of trust to ensure stakeholder buy-in.
- Worked closely with plant staff in the design of sensible expansion and capital reinvestment projects.
- While representing FCLWD board interests, always worked for the collective success of the three stakeholders.
- Developed processes to execute project goals through challenges.
- Established a collective focused on providing high-quality drinking water for communities.
- Ensured proper cost allocation to meet responsibility in staff, infrastructure, operation and maintenance.

The Result

Successfully established the Soldier Canyon Water Treatment Authority in 2016 including cost and responsibilities appropriation for expansion with the Tri-Districts Water Resources. The plant peak capacity output flow rate increased from an estimated maximum of 45 million gallons of water per day (MGD) to a reliable 60 MGD plant and provides the highest quality water in Northern Colorado.

$38M
EXPANSION PROJECT

33%
PEAK CAPACITY INCREASE

> "It is my pleasure to recommend Chris Matkins, as a project manager for water and sanitation system design, development and management. One of his roles was to represent the Fort Collins-Loveland Water on other Boards such as Soldier Canyon Water Treatment Plant that had a capacity of 45,000,000 gallons per day. His experiences with FCLWD as an engineer and manager and with Loveland's Water and Sewer operations were respected on the Soldier Canyon Board. He quickly became involved in several areas concerning the plant expansion working collaboratively with the Tri-Districts and FCLWD Board to establish the Soldier Canyon Water Treatment Authority.

– Jim Borland, Chairman of the Board, Fort Collins-Loveland Water District

> "It takes an unusual skill to have different districts, mindful of their own needs, collaborate through purposeful and productive meetings and meeting important deadlines. Chris has had the direct experience of providing the information and supporting the attorney's effort to build a governance document acceptable to all parties. Chris has the engineering skills to know what works, amalgamate water demand projections, conceptually design the layout of the storage, transmission and pumping facilities and anticipate complying with future state and federal rules and regulations."

– Gary A. Young, Chairman of the Board, South Fort Collins Sanitation District

Tap into Ally's Expertise

- Specialized expertise in the full spectrum of high-quality water treatment, delivery and reclamation.
- Ability to facilitate and form regional water treatment authority.
- Expert program management for design, implementation, operation and maintenance of water treatment facilities.
- Leadership in process and procedures to determine cost allocation, role and responsibilities among collaborating entities.
- Highest quality deliverables, on schedule and within budget to exceed expectations of my clients and community.
- Wide network of resources, including groundwater experts and opportunities, to build teams and utilize wide-range knowledge to solve challenges.
- Extensive knowledge of Colorado Water Law (water rights and administration).

Contact Ally Utility Consulting

c.matkins@allyutility.com | Linkedin.com/in/chrismatkins | (970) 217-0736

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CASE STUDY

Implementing the Cost-of-Service methodology to secure the future

The Big Picture

It's a balancing act. Districts focus on their customer's initiative to ensure that growth and development pays its way (and doesn't unduly transfer costs to existing residents and businesses) while also funding escalating infrastructure and regulatory staffing demands. That's where Ally brings equilibrium.

The Fort Collins-Loveland Water District (FCLWD) provides high-quality, secure, reliable, and affordable water to customers in within Fort Collins, Loveland, Timnath, Windsor, and Larimer County. The district currently serves nearly 60,000 customers, making it one of the largest providers in the state. With populations of the Northern Front Range doubling by 2050, meeting this Mission will require careful planning, and funding.

To ensure a secure water future, the district needed to update the way it charges for water through tap fees (upfront developer fees) and monthly rates (ongoing monthly service). As General Manager of FCLWD, I took on a leadership role in the cost-of-service efforts to restructure rates while maintaining the district's "growth pays its way" philosophy for tap fees.

Through the study, the district created new customer classes, scaled tap fees based on lot size and ensured that ongoing monthly revenues were sufficient. Collection of these fees would need to address aging infrastructure (replacement of worn-out infrastructure), increase resilience and dependability (IT overhaul, additional funding for pump station renovations, transmission lines, and additional tanks) and add staff to a growing organization under increasing regulatory requirements. The analysis also accounted for increasing raw water costs to financially position the district for projects such as the Northern Integrated Supply Project (NISP) - a multifaceted water supply and storage project proposed for Northern Colorado.

Because rate changes directly impact customers, maintaining customer satisfaction was key and a central part of relationship-driven partnerships at Ally. The district organized open houses and additional outreach efforts for residential, commercial and HOA customers to keep customers informed of changes well in advance. In addition, the customer classes with the largest increases in monthly bills were phased in over three years to keep rates lower longer and avoid surprising customers.

Our community is important – Ally strives to create partnerships that keep residents and water districts in harmony and find balance. The customer-focused activities ensured the shift to a cost-of-service model was a success both internally and externally.

The Goal

Conduct a cost-of-service analysis to rebalance water usage with customer and tap fees and the cost for the district to provide service to provide adequate funding for operational costs and continual growth while also maintaining affordable rates for customers.

The Solution

- Conducted a rate study to ensure charges reflected accurate prices and an emphasis on conservation.
- Ensured assessed fees were in proportion to cost and moved the district to a cost-of-service pricing model.
- Calculated costs for scaled tap fees to ensure fairness in rate changes for customers.
- Evaluated increased raw water costs to account for future projects such as NISP.
- Utilized the cost-of-service methodology to ensure monthly revenue would support ongoing and future activities and regulatory requirements.
- Established a robust communication plan to keep customers informed and maintain customer satisfaction.

The Result

Established a new fee structure for FCLWD to ensure adequate funding for the district and excellent financial standing to ensure the success of the district. Through a calculated cost-of-service analysis, new revenue can be allocated to future expansion and maintenance of the FCLWD water delivery. Applying my educational training on the cost-of-service methodology the FCLWD is in excellent financial standing and is well-prepared to continue fulfilling its mission to provide high-quality, secure, reliable, and affordable water well into the future.

> Chris has shown a talent for building consensus while taking advantage of joint operating and management efficiencies. As the Manager of Fort Collins-Loveland Water District, Chris also managed the South Fort Collins Sanitation District. This dual role required Chris to build a blended staff that served the missions of both Districts, and to attend to the similar but different governmental needs and priorities of two elected governing Boards. Chris was extremely effective in overseeing a joint analysis of the costs of services from the two Districts and updating their fees and charges. Chris's utilization of expert rate analysts to assist the Districts, and his understanding of rate setting and legal requirements led to the summary dismissal to legal challenges which were brought against the rate increases.
>
> - Robert G. Cole, Attorney at Law, Collins Cole Flynn Winn & Ulmer, PLLC

Tap into Ally's Expertise

- Expertise in cost analysis for water delivery, operations, maintenance and expansion.
- Expertise in planning, sizing and costing infrastructure to serve the growth and ongoing operational success.
- Ability to facilitate community relations to maintain customer satisfaction.
- Capability to determine rates and fees to ensure financial success.
- Extensive experience in the cost-of-service financial methodology to maximize benefits for stakeholders and customers.
- Highest quality deliverables on schedule and within budget to exceed expectations of my clients and community.
- Wide network of resources to build teams and utilize wide-range knowledge to solve challenges.
- Initiate business case evaluations to determine financial, environmental and social impacts for proposed projects.

Contact Ally Utility Consulting

c.matkins@allyutility.com | Linkedin.com/in/chrismatkins | (970) 217-0736

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CASE STUDY

Data-Driven Solution to Ensure Operational Excellence for the Fort Collins-Loveland Water District

The Big Picture

Time is money. The Fort Collins-Loveland Water District couldn't afford to waste either trying to figure out a new program. With water systems expertise and relationship-driven partnerships, Ally was on their side to kick-start solutions.

The Fort Collins-Loveland Water District (FCLWD) serves nearly 60,000 customers, supplying them with some of the best water in Northern Colorado. They have provided the full spectrum of water treatment and distribution to businesses and citizens in parts of Fort Collins, Loveland, Timnath, Windsor and Larimer County since 1961.

FCLWD recently purchased equipment to implement a valve maintenance program. The purpose of the program is to exercise main line valves (operate them through their range of motion) throughout the distribution system to assure reliable operation and maintain water quality. Healthy valves mean happy customers. With over 8,500 valves, the district was overwhelmed and needed a process for prioritizing the most critical valves and developing appropriate schedules for revisiting valves on an ongoing basis.

To justify this program's investment, Ally Utility Consulting assisted Operations with a business case analysis. Working closely with Geographic Information Systems (GIS) and staff, we identified factors that drove the criticality of each valve. Working side-by-side, a scoring methodology was developed to assign each valve a risk-based score and drove the scheduling for each of the next five years. This enables the district to invest in the valves that they depend on the most to reduce future disruptions to customer service during repairs.

With my skill set and experience in water systems, I took the initiative to guide conversations that identified and ranked the most important contributors to valve failure from staff. It was a great opportunity to work closely with the staff, gain an understanding of their operations, analyze their system and educate them on the best course of action. The result was a user-friendly matrix tool to assign these risk factor values and calculate scores for all valves. After analyzing the data for integrity, results were organized and prioritized according to their rank.

Ally Utility Consulting looks forward to continuing working with the FCLWD team to implement a two-week field trial. This trial will test the maintenance program to ensure it operates effectively and allow for any necessary adjustments. Upon completion, Ally will finalize annual goals and metrics for this program to ensure it is implemented correctly and well-managed through staff education and teambuilding.

The Goal

Build a program that systematically categorizes critical valves to implement new maintenance processes to enable the FCLWD to run effectively and efficiently the $300K annual valve maintenance program ensuring reliable water delivery and exceptional customer service.

The Solution

- Built relationships of trust ensuring buy-in and ownership for successful program implementation.
- Worked seamlessly with District staff to utilize existing GIS information and leverage this into decision-making.
- Conducted a best-value analysis that considers not only cost but other quantifiable and non-quantifiable factors supporting an investment decision.
- Led conversations with operations to identify high-risk components in valve failure.
- Developed a matrix tool to determine a risk-based prioritizatsion of the valves.
- Worked to determine the path forward to trial testing.

The Result

Working closely with operations personnel to establish a system for evaluating high-risk valves to properly maintain the FCLWD water distribution system. I effectively guided conversations in determining criteria for assigning risk factors and appropriately ranked equipment to ensure efficient operational practices. Together, we successfully built a reliable maintenance program for 8,500 valves while also establishing complete buy-in and ownership of the results and substantially increasing the staff's understanding of the most important waterlines and valves in their system. Best of all? We developed an approach that will ensure customers experience fewer unexpected service disruptions, and staff has increased confidence during after-hours emergencies.

8,500
VALVES

> "Ally Utility Consulting was able to connect with our operations staff and communicate the vision of our valve program, the goals of the organization, and the value of approaching the valve maintenance program in a strategic manner. From the beginning, staff was empowered to help develop risk factors that would inform our algorithm and were able to see how these risk factors translated into how we would eventually prioritize our work. Through Ally Utility Consulting's interactive and engaging project management approach, our operations staff understood, and helped create a strategic and well-planned maintenance program. Because they were involved from the very beginning and shared the vision of the program, it was a more seamless transition into implementation.
>
> – Derik Caudill, REHS/RS, CWP Utility Operations Superintendent and Industrial Pretreatment Coordinator at FCLWD

Tap into Ally's Expertise

- Expertise in water delivery systems and maintenance.
- Ability to facilitate conversations and establish team buy-in to achieve optimal results.
- Leadership in process and procedures to determine cost allocation, role and responsibilities among collaborating entities.
- Highest quality deliverables, on schedule and within budget to exceed expectations of my clients and community.
- Proficiency in developing custom solutions and tools to maximize operational efficiency.
- Capability to create goals and metrics to ensure proper process implementation and management.
- Wide network of resources to build teams and utilize wide-range knowledge to solve challenges.
- Initiate business case evaluations to determine financial, environmental and social impacts for proposed projects.

Contact Ally Utility Consulting

c.matkins@allyutility.com | Linkedin.com/in/chrismatkins | (970) 217-0736

CHRIS MATKINS, P.E.

c.matkins@allyutility.com | (970) 217-0736 | www.linkedin.com/in/chrismatkins
2900 Rocky Mountain Court, Fort Collins, CO 80526

PROFILE

Dedicated water professional with an established record of excellence and organizational results.

PROFESSIONAL EXPERIENCE

Owner, *Ally Utility Consulting (2022 - Current)*

Supporting utilities with Organizational Excellence; Regulatory Compliance; Operational Efficiency; and Business Analysis/Cost of Service (outlined in Case Studies). Currently assisting multiple utilities with regional wastewater planning, preliminary water tank and pump station designs, pipeline alignments, rates and fees, non-potable system feasibility, and water quality regulatory compliance.

General Manager, *Fort Collins/Loveland Water & South Fort Collins Sanitation Districts (2016 –2021)*

Led water and wastewater enterprises through organizational improvements; Water Authority Formation, revenue increases, and infrastructure expansion; responsive to two 5-member elected Boards; charged with all District responsibilities including Board meetings, regulatory compliance, legal, revenue, expenses, water resources, budgets, water distribution and wastewater collection, operations, engineering, customer service, legal, and human resources. Led the formation of the and elected to serve as the inaugural Soldier Canyon Water Treatment Authority Chairman of the Board; established Authority bylaws, rates, and completed $38M 15 MGD plant expansion through a Construction Manager at Risk (CMaR) project delivery method.

Developed employees through intern programs; leadership training; and professional development opportunities for all employees. Created vital positions including Human Resources and IT Managers; established personnel manuals; Safety Programs; formal training for Supervisors; and employee evaluation process. Led engineering and construction programs for $36M WWTP expansion to 6 MGD capacity and an Architectural Master Plan for Administration building.

Ensured fiscal responsibility, managed revenues through Cost-of-Service and Rate Design Studies. Implemented increases through public outreach and three-year phase-in approach to minimize customer impacts; negotiated an early pay-off for long-term debt. As Expert Witness, successfully defended Districts against lawsuits related to increased fees and rates; satisfied an Administrative Decree for Industrial Pretreatment Program; and significantly increased both Districts' cash reserves.

Worked closely with staff to develop drought and supply model for FCLWD portfolio including future river and ground water resources; and established FCLWD Municipal Return Flow rights. Meaningfully grew conservation culture through expanded xeric, water audit, leak detection, and Public Relations outreach programs; and managed updates to FCLWD Water Efficiency plans.

Collaborated with regional partners including Town of Windsor (Water Supply IGA update) and City of Fort Collins (Utilities Subcommittee) and Larimer County (Water Subcommittee) for Comprehensive Plan updates. Contributing editor of the Colorado Water Conservation Board's guidance document *Best Practices for Implementing Water Conservation and Demand Management Through Land Use Planning Efforts*

Water Division Manager, *City of Loveland Water & Power (2013 –2016)*

Managed water and wastewater enterprises and coordinated closely with Loveland Utilities Commission and City Council. Managed all water and wastewater enterprise concerns including capital and O&M expenses, raw water, reservoir storage, water and wastewater treatment plants, permits and regulatory compliance, operations, engineering, GIS, and HR for 70+ person staff. Led multiple Cost-of-Service and Rate Setting programs to position utilities for long term success in capital investments, aging infrastructure needs, and staffing.

Relevant program management experience includes design and construction of $12M WWTP Expansion (CMaR); design and construction of $24M WTP Expansion (CMaR).

Collaborated on numerous regional water and economic projects including Windy Gap Firming Project; Water Reuse Market Study; Loveland Downtown Revitalization; South Platte Roundtable; and RT^2 NISP Regional WTP Study Participation (precursor to Groupe)

Senior Civil Engineer, *City of Loveland Water & Power (2006 –2013)*

Managed engineering staff and capital programs for Water and Wastewater enterprises. Updated Water and Wastewater Master Plans; and served as Department lead in emergency management and EOC support for 2013 Floods. Collaborated with regional partners including Big Thompson Watershed forum; Town of Windsor; Cities of Fort Collins and Greeley, Little Thompson Water District; Fort Collins – Loveland Water District, and other economic development partners.

Relevant project management experience includes Mountain View Pump Station; South Tank Interconnect and Meter Facility; Southside Lift Station Rehab Design and Construction; 29th Street Pump Station Expansion Design/Construction; Hidden Valley Rate Study; Non-Revenue Water Study; 29th Street Tank Design; South Tank #2 Preliminary Sizing and Location Study, Dakota Ridge Tank Design and Larimer County Open Space IGA; South Horseshoe Lift Station; 2.0 MG Elevated Crossroads Composite Tank and Transmission Line; 5.0 MG 29th Ground Storage Tank; 3.5 MG 43rd Street Tank; 4.0 MG Chasteen Tank; Morning Drive 30" Steel Line; Morning Drive Pump Station.

Project Manager, *The Engineering Company (1999 –2006)*

Supported water utilities through routing and sizing studies; master planning; demand projection; hydraulic modeling and design/bidding/construction of raw water intakes, infiltration galleries, water pump stations, lift stations, storage tanks, large diameter water and sewer lines, and treatment plant expansions.

Relevant design and project management experience: Buck Pump Station Analysis; Town of Windsor South Zone Closed Loop Pump Station; Town of Windsor H2ONet Water Modeling; LTWD Master Plan; Morgan County Quality Water District Master Plan and EPANet Hydraulic Model Development; Village of Toas Ski Valley WWTP Upgrade; Town of Eaton Reverse Osmosis Waste Disposal Study;

Ptarmigan Wastewater Lift Station; numerous North Weld County Water District Pump Stations (3); Morgan County Quality Water District Pump Stations (2); Eaton Water Pump Station, Morgan County Quality Water District Hoyt Water Tank; Little Thomson Water District Pump Stations (2); Rocky Mountain Shambala Center Water Tank, and Ft. Washakie - Shoshone Water Treatment Plant and River Intake.

Project Engineer, *Bartlett & West, Topeka, Kansas, (1996-1999)*

Supported water utilities clients through water modeling, master plans, and infrastructure design.

ORGANIZATIONS

Special Districts Association (SDA) of Colorado Leadership Program; Water Education Colorado; International Water Association; Water Research Foundation; Water Environment Federation; American Water Works Association; Colorado Water Congress; American Public Works Association

REGIONAL AND NATIONAL PRESENTATIONS

Special Districts Association: Developing Creative Funding Sources for Your Organization's Needs (2022)
BizWest Confluence: Water Pricing in Northern Colorado; Water/Economy Nexus (2019, 2020, 2021)
Community Foundation of Northern Colorado: Water Literate Leaders (2018, 2019, 2020, 2021)
Babbitt Center for Land and Water Policy - Land Use and Water Efficiency Consortium (2019)
Special Districts Association: Introduction to Water and Land Use Guidance and Planning (2019)
Colorado Water Conservation Board: Utilizing Land Use Guidance (2019)
RMWEA Joint Conference: Class A ATAD Cost Effectiveness Compared to Traditional Solids (2019)
Water Environment Federation Residuals and Biosolids Conference (2019)
Special Districts Association: Protecting Utilities Rate Setting (2018)
AWWA/WEF Join Conference (2018) ATAD Project
Special Districts Association: Organizational Vision and Strategic Plans (2017)
AWWA/WEF Joint Conference: Establishing a Water Treatment Authority in Colorado (2017)
WaterSmart Conference (2016)

EDUCATION

B.S. Civil Engineering (1996), South Dakota School of Mines and Technology
M.S. Civil Engineering (1997), South Dakota School of Mines and Technology

ACTIVITIES AND INTERESTS

Family, hiking, biking, alpine and xc skiing, Loveland Orchestra

COLLINS | COLE
FLYNN | WINN | ULMER

August 2, 2022

RE: **Chris Matkins; Reference**

To Whom It May Concern,

I have known and worked with Chris Matkins for approximately 7 years through our work with the Fort Collins-Loveland Water District, the South Fort Collins Sanitation District, and the Soldier Canyon Water Treatment Authority. For each of these entities I served as general legal counsel. Throughout this time working with Chris, I have continually been extremely impressed with Chris's work with public water and sanitation planning, operations, management, and governance.

As a representative of the Fort Collins-Loveland Water District, Chris was a very effective and collaborative member of a team that organized and governed the Soldier Canyon Water Treatment Authority. The Soldier Canyon Water Treatment Authority provides water treatment for three individual Water Districts. Chris worked with legal counsel and District Managers and elected officials from the other two Water Districts to establish the governance principals for the Authority that furthered the collective interests of the Authority and balanced the individual needs of its three Water District members, while at the same time effectively representing the needs of his constituent, the Fort Collins -Loveland Water District.

Chris is a skilled expert in managing complex, multi-year, multi-party projects. He provided Board level collaborative leadership and oversight of the funding and construction of the Authority's 15 million gallon per day water treatment plant expansion. Chris was directly involved in choosing the Construction Manager at Risk (CMAR) method of project delivery for the expansion, reviewed bids, and participated in the selection of the project contractor. Chris showed similar management aptitude on a large Fort Collins-Loveland Water District project that involved installation of approximately 1,600-foot long, 24-inch water line, including an approximately 330 feet bore under I-25, installation a PRV

E: rcole@cogovlaw.com | 165 S. Union Blvd, Suite 785, Lakewood, CO 80228

meter vault, and relocation of approximately 1,200 feet of 14-inch water line. As District Manager Chris oversaw the purchasing of the pipe and the meter vault for the project, participated in bid evaluation and selection of Connell Resources, Inc. as the contractor, and was the District's liaison with the engineering and contractor team for the project.

Chris has shown a talent for building consensus while taking advantage of joint operating and management efficiencies. As the Manager of Fort Collins-Loveland Water District, Chris also managed the South Fort Collins Sanitation District. This dual role required Chris to build a blended staff that served the missions of both Districts, and to attend to the similar but different governmental needs and priorities of two elected governing Boards. Chris was extremely effective in overseeing a joint analysis of the costs of services from the two Districts and updating their fees and charges. Chris's utilization of expert rate analysts to assist the Districts, and his understanding of rate setting and legal requirements led to the summary dismissal to legal challenges which were brought against the rate increases.

Chris has also shown a talent for working effectively with outside agencies and regulators. When it was alleged that the South Fort Collins Sanitation District's industrial pretreatment program was out of compliance with Clean Water Act requirements, Chris set the tone for his staff, focusing discussion with the EPA on improving the District's program and correcting any potential deficiencies. His work resulted in the District's re-establishment of an efficient, effective and complaint pre-treatment program while elevating its reputation with the EPA and avoiding fines, penalties, and extended scrutiny.

I believe Chris Matkins is an outstanding candidate for any water or sanitation work, especially that which requires technical expertise, management skill, operational excellence, or internal or external collaboration and consensus building. Please let me know if you have any questions.

Sincerely,

Robert G. Cole

To Water Board and Municipal Board Members

Personal reference for Chris Matkins

It is my pleasure to recommend Chris Matkins, Consulting Engineer to you for consideration as a project manager for water and sanitation system design, development and management. Chris , was the general Manager of Fort Collins Loveland Water District (FCLWD) for over six years. He followed a manager with 35 years in the role and brought the district up to 2020 technology standards. It involved a new SCADA control system, integrated computer system, complete upgrade of all security systems and training of district personnel and where necessary changed personnel. He supported the board in continued employee education and upgraded the hiring policy to employ new staff with a college degree and a desire for a career in water management and distribution. He trained department supervisors to take charge and manage their staff.

One of his roles was to represent the district on other Boards such as Soldier Canyon Water Treatment Plant that had a capacity of 45,000,000 gallons per day when he arrived. It was managed by the Managers of FCLWD when the three districts were planning expansion to meet growing treated water needs. ELCO and North Weld Water District are the other two partners in the treatment plant. His experience with FCLWD and as an engineer and manager and with Loveland's Water and Sewer operations were respected on the Soldier Canyon Board. He quickly became involved in several areas concerning the plant expansion:

1. Forming a consensus to formalize the plant as a separate legal entity: Soldier Canyon Water Treatment Authority. Working collaboratively with the Tri-Districts and FCLWD Board to establish this important Legal entity.
2. Building a consensus to determine 1) expansion capital and 2) O & M cost spits for three SCWTA partners, including the 15 MGD Expansion project. And 3) facilitating a Cost of Service study to finalize these items.
3. Developing a selection process for a Engineer and Construction Manager at Risk (CMAR) for the SCFP expansion.
4. Potable water infrastructure sizing/phasing/permitting/design of treatment plants, storage tanks, pump stations and transmission lines. He has a deep history of this process from his prior work in Loveland. He is also working on these projects for FCLWD.

Jim Borland

Chair, FCLWD Board

Board Member, Soldier Canyon Water Treatment Authority

Phone 970-988-9559 Cell or Text

Jim@JimBorland.com

August 26, 2022

RE: Chris Matkins, P.E.
Letter of Reference

To Whom it May Concern:

I am pleased to have been professionally associated with Mr. Matkins for approximately twenty years. We have worked together both as civil engineering consultants and as water provider Special District general managers.

I have found Chris to be a pleasure to work with as he exhibited strong leadership skills and provided "out of the box" thinking on complex issues.

Our engineering associated relationship included several years at a local civil engineering consulting firm. We were involved with a wide range of engineering challenges including but not limited to potable water infrastructure sizing, phasing, permitting and preparation of construction documents. Specifically, our work included design of water treatment plants, water storage tanks and pump stations and multiple water distribution and transmission lines.

Our upper level management (General Manager) experience included local water provider Special Districts. Our Districts were members of the Tri-District water treatment facility. Perhaps the most challenging task was the formation of the Soldier Canyon Water Treatment Authority. The effort concentrated on a collaborative infrastructure design and cost allocation for ownership of the three participants and a much needed 15 MGD water treatment plant expansion. *Mr. Matkins exhibited strong leadership skills in teambuilding, collaboration and advancing a common goal as a framework to complete a complex Authority.*

In my years working with Mr. Matkins, I have found several of his outstanding characteristics include his ability to think out of the box, to be creative, and to consider other perspectives to achieve a common goal. I have always considered Mr. Matkins to be a leader in his field of endeavors.

Rick Pickard, P.E.
Senior Civil Engineer
City of Evans, Colorado

Re: Recommendation of Chris Matkins

July 28, 2022

To Whom it May Concern

I have known Chris for the past six years in his capacity as the general manager of the Fort Collins – Loveland Water District. Specifically, I have worked with Chris in efforts related to the advancement of the Northern Integrated Supply Project. Chris has been a key go-to member of the Participant group in the planning and implementation of the project. I have very much appreciated the wisdom that Chris has brought in decision making related to the project. Chris has also been a key voice among the Participant group in providing guidance and recommendations to future implementation. His ability to listen to multiple points of view and find a path forward is something I very much appreciate about Chris. Finally, Chris's involvement in the development of allotment contracts as well as financing of the NISP project has shown a depth of knowledge that has been very useful to the advancement of those endeavors.

With all of this, and my personal respect of Chris, I am happy to recommend Chris to other agencies who are looking for expertise in the planning and implementation of water resources and treated water facilities.

Sincerely,

Carl Brouwer, P.E., PMP

AGREEMENT FOR SHARED CONSULTANT COST-SHARING
(Regional Water Treatment Plant)

This Agreement for Shared Consultant Cost-Sharing ("Agreement") is entered into this 24th day of October, 2022, is between and among the TOWN OF WINDSOR, a Colorado home rule municipality ("Windsor"), the TOWN OF SEVERANCE, a Colorado statutory municipality ("Severance"), the TOWN OF EATON, a Colorado statutory municipality ("Eaton") and the FORT COLLINS-LOVELAND WATER DISTRICT, quasi-municipal corporations and political subdivisions of the State of Colorado ("District"). Windsor, Severance, Eaton and the District are collectively, referred to as the "Parties".

A. REPRESENTATIONS AND BACKGROUND.

1. The Parties have jointly acquired real property with the intention to establish a shared water treatment facility operated by a Water Treatment Authority created pursuant to § 29-1-204.2, C.R.S ("Authority").

2. The Parties have approved the retention of Ally Utility Consulting, LLC, a Colorado limited liability company ("Ally"), for the purpose of providing the Parties with Program Management services (defined below).

3. The Parties intend to share Ally's Program Management costs in equal shares pursuant to the terms of this Agreement.

4. The Parties have each appropriated sufficient funds to pre-pay their respective shares of anticipated costs for Ally's Program Management services, according to cost estimates previously provided by Ally.

5. The Parties have authorized Windsor to contract with Ally, and to direct Ally's Program Management services in a manner that benefits the Parties in their combined effort to carry out the Parties' intentions with respect to the intended establishment of the proposed water treatment facility.

6. In reliance on this Agreement, Windsor is prepared to retain Ally, process Ally's invoices and share the cost of Ally's services as provided herein.

7. The Parties recognize that savings can be achieved by a coordinated effort, with cooperative funding of Ally's services.

8. The Parties desire to set forth their understandings of how Ally's services will be secured, shared and compensated.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

B. SELECTION OF ALLY.

1. The parties have reviewed the qualifications of Ally, and have concluded that Ally has the qualifications necessary to provide Program Management services to the Parties.

2. Ally will serve the interests of the Parties with respect to the project. Ally will primarily report to Windsor's Director of Community Development or his designee(s). Windsor's Director of Community Development will serve as the coordinating representative of the Parties with respect to communication and cooperation with Ally.

3. Under Windsor's contract with Ally, Ally will be held responsible by Windsor for undertaking Ally's Scope of Work as approved by the Parties, and as generally described in Ally's *Proposal and Statement of Qualifications* dated September 10, 2022 ("Program Management Services").

4. The cost of the Ally's Program Management services will be shared by the parties as set forth in Section C below.

C. COST-SHARING FOR ALLY PROGRAM MANAGEMENT SERVICES.

1. Each Party will share *pro-rata* in the costs of Ally's Program Management Services, as rendered and invoiced in accordance with the approved Professional Services Agreement between Windsor and Ally.

2. Each Party will be required to tender its full share of estimated costs for Ally's Program Management services, based upon Ally's cost estimate as approved by the Parties. Once Ally's cost estimate is confirmed and communicated to the Parties, the Parties will each within fifteen (15) days tender their *pro-rata* share to Windsor for deposit into an account established and maintained by Windsor exclusively for receipts and disbursements associated with Ally's Program Management services ("Account").

3. For purposes of initial estimation, the parties agree that the cost of Ally's Program Management services is expected to total approximately $200,000.00, with each party expected to tender $50,000.00 for deposit into the Account. This figure will be the presumed cost allocation for Ally's Program Management services, unless the parties later mutually agree to a different figure by written agreement approved by their respective governing boards. Each Party will seek the necessary authorization and approval for funding its allocated share under this sub-section, and each party will tender its share on the date specified in Section C.2 above. Any surplus of funds held in the Account following conclusion of Ally's Program Management services will be returned to the Parties in proportion to their contributions as provided in this sub-section.

4. Windsor will account on a monthly basis for all funds deposited and disbursed from the Account. Windsor will provide a final accounting upon the completion of all Ally Program Management services, and shall disburse any excess to the Parties or invoice the Parties for any shortages accordingly.

5. Failure of any Party to tender its *pro-rata* share as set forth above shall entitle the Town to delay formal contracting with Ally until the delinquency is cured. Windsor will notify any Party of a delinquency in writing. Windsor shall be under no obligation to contract with Ally until all Parties have tendered their required contributions to the Account.

D. PERIODIC REPORTING BY WINDSOR, COMMUNICATION WITH ALLY.

Windsor will provide the Parties with periodic reporting as to the progress of Ally's Program Management services under Windsor's contract with Ally, on at least a calendar-quarterly basis. Although Windsor will serve as the primary source of communication between the Parties and Ally, any Party may communicate directly with Ally as to Program Management services, so long as Windsor is made aware contemporaneously by copy or other effective means. No Party may direct Ally to perform services of any kind without first receiving the express consent of all Parties.

E. MISCELLANEOUS.

1. All obligations of the Parties herein shall be subject to appropriation. Nothing herein shall be deemed a multiple fiscal year obligation or commitment of funding in future fiscal years.

2. This Agreement represents the entire agreement of the Parties with respect to its subject matter.

3. This Agreement may be executed in multiple counterparts, assembly of which into a single document shall take effect as a whole.

4. Nothing herein shall give Severance, Eaton or the District third-party beneficiary status with respect to the contract for Program Management services between Windsor and Ally.

5. This Agreement shall not be construed to modify any prior agreement(s) between or among the Parties.

6. Any dispute under this Agreement shall be determined in the Weld County District Court, unless alternative dispute resolution is agreed upon in writing by all parties. In any such action, each Party shall bear its own attorney fees and costs, regardless of "prevailing party" status.

7. The parties intend this Agreement to remain in full force and effect until all Ally Program Management services have been completed and all fiscal obligations of the parties are reconciled in full.

8. Notice required under this Agreement shall be deemed delivered by email with confirmation of receipt, or upon mailing, first class postage pre-paid, as follows:

To Windsor:

Town Manager
301 Walnut Street
Windsor, CO 80550
shale@windsorgov.com

Copy to:

Town Attorney
301 Walnut Street
Windsor, CO 80550
imccargar@windsorgov.com

To Severance:

Town Manager
3 South Timber Ridge Parkway
PO Box 339
Severance, CO 80546
nwharton@townofseverance.org

Copy to:

Severance Town Attorney
Keith Martin, Esq.
Hayashi Macsalka, LLC
1650 38th Street, Suite 103W
Boulder, CO 80301
kmartin@h-mlaw.net

To District:

Fort Collins-Loveland Water District
Attention: General Manager
5150 Snead Drive
Fort Collins, CO 80525
cpletcher@fclwd.com

Copy to:

Allison Ulmer, Esq.
Collins Cole Flynn Winn & Ulmer, PLLC
165 S. Union Boulevard, Suite 785
Lakewood, CO 80228
aulmer@cogovlaw.com

To Eaton:

Town of Eaton
Attention: Town Administrator
223 1st Street
Eaton, CO 80615
Wesley@eatonco.org

Avi S. Rocklin, Esq.
Law Office of Avi S. Rocklin, LLC
1437 North Denver Avenue, # 330
Loveland, CO 80538
avi@rocklinlaw.com

WHEREFORE, the Parties have affixed their signatures below, effective on the date first appearing above.

TOWN OF WINDSOR

By: _____
Shane Hale, Town Manager

TOWN OF SEVERANCE

By: _____
Nicholas Wharton, Town Manaager

FORT COLLINS-LOVELAND WATER DISTRICT

By: _____
Chris Pletcher, General Manager

TOWN OF EATON

By: _____
Wesley LaVanchy, Interim Town Administrator

STAFF

REPORT(S)

Administrative Report: Board of Trustees Meeting November 2022

Wesley LaVanchy, ITM

TOWN OF EATON 223 First Street Eaton, CO 80615

Administration:

CPSHR Service – Human Resources Update on Upcoming Work:

- **Ongoing Recruitment and Selection for key positions.**
  - Police Officer posting upcoming – 2 openings.
  - Follow up with Sturch on researching Community Service program with Municipal Judge.
  - Write Background Check process/when required after an employee separate but chooses to return. What is an acceptable background check.
- **Reviewing and/or drafting human resource policies and procedures.**
  - Meet with Supervisors/Managers and separate meetings for each town department to go over changes to handbook
  - Set meeting in late December or early January to update Performance Review Form for 2023 year.
  - Work with Leadership Team in the development of Pillars/Mission & Vision/Values and Philosophies to build Performance Review from (new year, supervisory team) (Touch base with Breckenridge on their document)
  - Drug and Alcohol write a stand-alone policy
- **Onboarding and separation of employees.**
  - Prepare onboarding documents for new Technology Services Consultant.
  - Work with senior leaders on offboarding and exit interview process,
- **Auditing and maintaining personnel files.**
- **Processing and tracking of leave of absences, ADA etc.**
- **Consulting on employee relation matters.**
  - Follow up on an employee's Compensatory Time pay out (transferred from non-exempt to exempt).
  - Upload to Paylocity updated 2023 pay date schedule, and updated employee phone list.
- **Assisting the Town's benefits broker with employee benefits administration as needed (i.e., enrollments and terminations).**
- **Training specific:**
  - Identify required Pinnacol Workers Comp/Safety and Town training (excluding those specific to Police Department)
  - Update Preventing Harassment training, obtain feedback from other managers

Public Works - Water

1. **North Weld County Water District:**
   The Board of Directors is set to approve a rate increase of **7%** during the December 12th board meeting. This would bring the rate up to **$3.33/kgals** from $3.11/kgals. Eaton staff is proposing a 10% rate increase as a part of the Eaton's 2023 Budget. This will permit the Town to cover its increase whole treatment cost for water and an increase in cost from inflation.

2. **Town of Eaton Water Usage for water year 2022.**

Table 1 - Summary of Town of Eaton Water Usage - DRAFT

Water Year	2019	2020	2021	2022
November	44.2	42.3	42.0	42.9
December	43.7	42.4	44.8	40.1
January	52.7	51.3	55.8	46.4
February	44.3	45.4	49.0	44.5
March	39.8	46.9	42.5	41.2
April	44.7	53.8	49.5	56.5
May	68.5	70.7	51.3	86.6
June	83.4	130.6	95.0	116.8
July	137.4	115.5	135.1	110.4
August	114.3	125.3	124.0	116.9
September	105.9	90.5	116.8	124.0
October	62.8	87.7	74.3	79.5
Metered Usage	**841.8**	**902.5**	**880.1**	**905.8**
10% to North Weld	84.2	90.3	88.0	90.6
To C-BT Carryover	221.1	221.1	221.1	221.1
Rental to Nunn			4.0	
Rentals to Larimer and Weld				340
Total Usage	**1,147.0**	**1,213.9**	**1,193.2**	**1,557.5**
Percent Change		5.8%	-1.7%	30.5%

Finance:

- **Budget Schedule:**
  - 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 **30%** for the month of October, year over year, and we are at an overall increase of **14%** year to date. This translates to **a $391,993** increase year to date over this same time last year.

EATON SALES TAX REVENUE							
MONTH	2017	2018	2019	2020	2021	2022	
JANUARY	$ 117,383	$ 115,508	$ 148,478	$ 247,302	$ 264,114	$ 325,462	23%
FEBRUARY	$ 125,168	$ 133,449	$ 155,032	$ 263,335	$ 204,045	$ 255,289	25%
MARCH	$ 108,650	$ 116,585	$ 132,633	$ 201,606	$ 218,997	$ 269,309	23%
APRIL	$ 119,001	$ 131,067	$ 205,063	$ 265,572	$ 309,747	$ 287,382	-7%
MAY	$ 121,707	$ 131,726	$ 241,561	$ 286,634	$ 268,755	$ 262,003	-3%
JUNE	$ 122,883	$ 131,016	$ 270,446	$ 250,556	$ 278,204	$ 287,739	3%
JULY	$ 135,483	$ 160,449	$ 254,460	$ 218,448	$ 332,329	$ 306,415	-8%
AUGUST	$ 137,205	$ 128,922	$ 258,373	$ 198,349	$ 283,600	$ 364,272	28%
SEPTEMBER	$ 134,308	$ 161,560	$ 212,889	$ 194,457	$ 286,652	$ 393,407	37%
OCTOBER	$ 122,284	$ 150,232	$ 245,980	$ 235,241	$ 293,425	$ 380,582	30%
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	$3,131,860	14%
		$ 137,384	*$ 902,021*	*$ 285,828*	*$ 470,659*	*YTD*	
		9%	*55%*	*11%*	*17%*	*14%*	

  - Budget – Based on year-to-date trends and economic forecast, for budget purposes we will be using a 2022 year-end estimate of 12% as seen in the chart below. This assumes a flat line zero increase for November and December. For 2023 we will stay with 3%.

EATON ESTIMATED YEAR END SALES TAX REVENUE							
MONTH	2017	2018	2019	2020	2021	2022	
JANUARY	$ 117,383	$ 115,508	$ 148,478	$ 247,302	$ 264,114	$ 325,462	23%
FEBRUARY	$ 125,168	$ 133,449	$ 155,032	$ 263,335	$ 204,045	$ 255,289	25%
MARCH	$ 108,650	$ 116,585	$ 132,633	$ 201,606	$ 218,997	$ 269,309	23%
APRIL	$ 119,001	$ 131,067	$ 205,063	$ 265,572	$ 309,747	$ 287,382	-7%
MAY	$ 121,707	$ 131,726	$ 241,561	$ 286,634	$ 268,755	$ 262,003	-3%
JUNE	$ 122,883	$ 131,016	$ 270,446	$ 250,556	$ 278,204	$ 287,739	3%
JULY	$ 135,483	$ 160,449	$ 254,460	$ 218,448	$ 332,329	$ 306,415	-8%
AUGUST	$ 137,205	$ 128,922	$ 258,373	$ 198,349	$ 283,600	$ 364,272	28%
SEPTEMBER	$ 134,308	$ 161,560	$ 212,889	$ 194,457	$ 286,652	$ 393,407	37%
OCTOBER	$ 122,284	$ 150,232	$ 245,980	$ 235,241	$ 293,425	$ 380,582	30%
NOVEMBER	$ 135,816	$ 137,568	$ 198,571	$ 227,873	$ 271,386	$ 271,386	
DECEMBER	$ 117,311	$ 136,501	$ 213,118	$ 233,058	$ 281,838	$ 281,838	
TOTALS	$1,497,199	$1,634,583	$2,536,604	$2,822,432	$3,293,091	$3,685,083	12%
		$ 137,384	*$ 902,021*	*$ 285,828*	*$ 470,659*		
		9%	*55%*	*11%*	*17%*	*12%*	

MONTHLY REPORT
TOWN OF EATON
POLICE DEPARTMENT

To: Interim Manager LaVanchy, Board of Trustees
From: Chief Sturch
Date: 11/03/2022
RE: October Report

October was a very busy month in the category of Community Policing. We participated in several public events and put on our fall corn hole tournament for Toys from a Cop, this event took in $240 dollars plus toys. I want to thank all our sponsors who donated money, time, and food. We also participated in the home coming parade as well as the football game. We also participated in Drug Take Back and collected 79lbs of u wanted prescription medications, this is a record amount for our take back events. The same day we attended the EHS fall festival followed by the Trunk or Treat event that was held at the Rec Center, our Super Mario Brother themed trunk was voted second place. We hope to continue events such as these for years to come.

On Oct. 5th , Cpl. Allen and Det. Torres presented about drug dangers to the students at the Briggsdale school. We were requested by the school to do such a training for them, and the principal was very happy with the presentation, and we will be setting this up with other schools.

We are setting up for the Giving Tree event we had last year to secure toys for this Christmas. A tree with tags will be placed in the Police Lobby.

We will be putting out a social media alert to not leave your vehicle running in the cold weather as well as keeping you pets safe in the cold weather.

Officer Jenkins has been nominated for the American Legion. Officer Jenkins has learned her job as Police Officer very quickly and has followed the goals of the agency with integrity and class. We will announce if she is given this honor.

Last we will again be participating in the Parade of Lights with ALL our patrol vehicles to flash red and blue in support of the parade!!

Thank you for your time,
Chief Sturch

TOWN OF EATON

POLICE DEPARTMENT

October 2022 Police Progress and Statistical Summary

November 1st, 2022

Monthly Police Progress

***Municipal Court Revenues Collected in September:**

$29,516.25

Year to Date: $286,921.25

***Eaton Police Investigated / Assigned Case Numbers:**
22-05562
Total Case Numbers for October: 516

Year to Date: 5562

E.P.D patrolled mileage for October:
October 2022: 4,575 miles

E.P.D patrolled mileage Year to Date:
47,568 miles

Year to Date Department Training Hours: 1,806

Statistical Report for October 2022:

Total Citations for October 2022: 141

Year to date: 1,577

Municipal Traffic Citations: 123

Year to date: 1,390

State of Colorado (Weld County Traffic Citations): 5

Year to Date: 67

Municipal Criminal Citations: 10

Year to Date: 57

Municipal Code Enforcement Citations: 3

Year to Date: 57

Municipal Code Warnings: 9

Year to Date: 201

Total Arrests for October 2022: 9

Year to Date: 126

DUI Arrests: 2

Year to date: 26

FTA/FTP Warrant Arrests: 3

Year to Date: 37

Animal Attacks: 0

Year to Date: 13

Assault: 0

Year to Date: 7

Burglary: 0

Year to Date: 5

Controlled Substance: 2

Year to Date: 8

Fraud/Identity Theft: 1

Year to Date: 13

Mental Health Holds: 0

Year to Date: 5

Motor Vehicle Theft: 2

Year to Date: 12

Sex Crimes: 1

Year to Date: 14

Current Eaton Police Registered Sex Offenders as of October 2022: 8

Theft: 5

Year to Date: 46

Traffic Accidents: 8

Year to Date: 57

Trespassing: 0

Year to Date: 21