



6:00 p.m. Work Session
Utility Rates Follow-up/Discussion

TOWN BOARD REGULAR MEETING AGENDA
Thursday, January 18, 2024, 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 / AMENDMENT(S)

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

SPECIAL PRESENTATION

1. Eaton Area Historic Society Annual Update – Carolyn Prior and Dick Leffler

STAFF RECOGNITION

2. Travis Stewart, Utilities Technician – Juan Romero, Public Works Director
3. Dominic Braccio, Wastewater Operator – Juan Romero, Public Works Director

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 about 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.

4. Minutes – December 14, 2023, Board of Trustees Regular Meeting
5. Accounts Payable Invoice History Report – December 2023
6. Financial Statements – November 2023
7. Treasurer Report – November 2023
8. Resolution No. 2024-01, Public Posting Places 2024
9. Resolution No. 2024-02, Three Mile Plan 2024

PUBLIC HEARING

10. Heritage Market Liquor License – Jane Winter, Town Clerk

OLD BUSINESS

11. Change Order for Cemetery Project – Brad Curtis, Northern Engineering

NEW BUSINESS

12. Appointment of Mark Duggan to GWTA Board as Eaton Representative – Wesley LaVanchy, Town Administrator
13. Resolution No. 2024-03, Cobb Lake Regional Water Treatment Authority Creation Agreement – Wesley LaVanchy, Town Administrator

STAFF REPORT

14. January Staff Report

COUNCIL REPORTS AND REQUEST FOR FUTURE AGENDA ITEM(S)

- 15. Planning Commission Meeting
- 16. Hometown Revitalization Committee
- 17. Great Western Trail Authority
- 18. Northern Front Range/MPO

MAYOR COMMENT(S)

EXECUTIVE SESSION

- 19. An executive session for a performance evaluation for Wesley LaVanchy, Town Administrator, pursuant to C.R.S. § 24-6-402(4)(f).

AJOURN

Next: Eaton Housing Authority Meeting 1-18-24

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

AMERICANS WITH DISABILITIES ACT NOTICE

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

EXHIBIT A

RULES FOR THE HEARING

- A. All questions and comments by applicant(s), staff, or the public are to be directed to the governing body.
- B. The Mayor will ask each member of the governing body to disclose any conflicts requiring recusal, or the specific substance of any ex-parte communications made by them.
- C. No applicant(s), staff member, or the public will be subject to cross examination except by the governing body.
- D. Public comments shall be taken at the hearing and are limited to three (3) minutes per individual. Any unused time may not be given to another.
- E. Disruptive behavior will not be tolerated.

PUBLIC HEARING PROCEDURE

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

Proposed Motions:

For Approval:

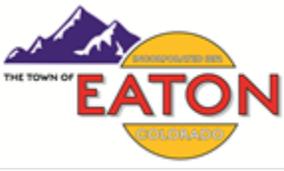
I move to approve _____.

For Approval with Conditions:

I move to approve _____ with the following conditions: _____.

For Denial:

I move to deny approval of _____.



TOWN BOARD REGULAR MEETING
224 First Street, Eaton, CO
Thursday, December 14, 2023, 7:00 P.M.

MINUTES

CALL TO ORDER

Mayor Moser called the meeting to order at 7:08 p.m. and led the Pledge of Allegiance.

ROLL CALL

BOARD PRESENT Mayor Scott Moser Trustee Coby Gentry Trustee Nina Lewis
Trustee Glenn Ledall

BOARD ABSENT Mayor Pro Tem Liz Heid Trustee Karla Winter Trustee Lee Griffith

STAFF PRESENT: Town Administrator - Wesley LaVanchy, Town Attorney - Avi Rocklin, Assistant Town Administrator Greg Brinck, and Police Chief – Kevin Sturch

AGENDA APPROVAL / AMENDMENT(S)

Trustee Ledall moved to approve the agenda as is.

Trustee Gentry seconded, and the motion passed by the affirmative vote of Trustee Lewis, Trustee Ledall, Trustee Gentry and concurrence of Mayor Moser.

PROCLAMATION

1. A Woman's Place 45th Anniversary

In honor of A Woman's Place, 45th Anniversary, the Board and Mayor read aloud the proclamation. A Woman's Place helps domestic violence survivors and their children through a 24/7 crisis line support, safe shelter, and confidential services, free of charge. The organization works closely with our local law enforcement to provide hope to survivors and save lives. The Mayor gave recognition and expressed gratitude to A Woman's Place for its ongoing efforts to strengthen our community and recognized A Woman's Place in honor of their 45th Anniversary.

SPECIAL PRESENTATION

2. Citizens Committee for Ballot 2A

Greg Brinck, Assistant Town Administrator spoke to recognize the Citizens Committee lead by Tim Croissant. For any Town or Municipality, the staff and board are aware of the shortfalls in funding but are limited as to what can be said, so the board relies on the Citizen's Committee to discuss the issue with the community and come together to support the shortfall with a solution. In this case, with Ballot 2A, the committee reached the citizens to pass the ballot by a 62% favor. Thank you to Tim Croissant for his leadership achievement and the Citizen's Committee; Alan Holmberg, Dick Leffler, Lanie Isbell, and Dawn Hass.

STAFF RECOGNITION

3. Lanie Goodard – Library Associate

Amber Greene, Library Director introduced Lanie Goodard as the newest Library Associate to join the team as of the end of November. She is a native of Colorado and graduated from UNC with a teaching degree. Following her teaching employment of 5 years, she found her love for literacy and decided to seek employment with a Library. Lanie is helping with tech drop-ins, at the customer service desk, and programs for adults and families.

PUBLIC COMMENT

Mayor Moser opened the floor for public comment at 7:17 p.m.

Roberta Noehl, 19740 CR 80, Ault commented on the roads within the town limits that need additional attention. Road 39 from Hawkstone to Eaton Country Club, north of Road 76, there is 1,200 feet has significant damage and Road 39 in front of the Cemetery and Road 76 from the railroad tracks to Road 39. The question is, how is the board going to take care of this?

December 14, 2023

PUBLIC COMMENT CONTINUED

Greg Brinck, Assistant Town Administrator spoke to the comment, that Road 39 (S. Christensen) from Collins Street is in the 2024 budget to be rebuilt and aware of the need for repairs to Road 39 by Hawkstone but there is no set date at this time. With the passing of the Ballot 2A, more roads will be repaired.

Mayor Moser closed the floor for public comment at 7:21 p.m. as there were no other comments.

CONSENT AGENDA

- 4. Minutes – November 16, 2023, Regular Board Meeting**
- 5. A/P Invoice History Report – November 2023**
- 6. Financial Statements – October 2023**
- 7. Treasurer Report – October 2023**
- 8. Resolution No. 2023-16, Authorizing a Mail Ballot Election and Election Procedures**

Trustee Lewis moved to approve the Consent Agenda.

Trustee Gentry seconded, and the motion passed by the affirmative vote of Trustee Lewis, Trustee Ledall, Trustee Gentry and concurrence of Mayor Moser.

PUBLIC HEARING

Mayor Moser opened the floor for the public hearing at 7:22 p.m.

- 9. Resolution No. 2023-17, Adopting An Amended Consolidated Town Fee Schedule**
- 10. Resolution No. 2023-18, Amending the 2023 Budget and Defray Expenses**
- 11. Resolution No. 2023-19, Adopting a Budget for the 2024 Calendar Year**
- 12. Resolution No. 2023-20, Appropriating Sums for the 2024 Calendar Year**
- 13. Resolution No. 2023-21, Levying General Property Taxes for the 2024 Calendar Year**

Greg Brinck, Assistant Town Administrator presented a power point presentation, starting off with the Organizational Chart that shows how the Town of Eaton is organized. Staff begins working on next year’s budget along with review of the current end of year budget in August. The Board then begins to work on the budget with the staff in September, to bring the final numbers to a Public Hearing for the community at the December Board Meeting. Staff encompasses the Board’s Strategic Pillars and Core Strategies as the foundation for the budget. Resolution No. 2023-17, reflects an increase in sanitation by 3%, tied to Waste Management increase, trash is currently billed at \$26.03/month and will increase to \$26.69/month. Resolution No. 2023-18, amends the 2023 Budget and Defray Expenses for the Sanitation and Irrigation funds. The presentation continued with each fund being presented with a Projected Balance beginning January 1, 2024, adding the Budgeted Revenue, and then subtracting the Budgeted Expenditures, to arrive at the end of the year with a Projected Fund Balance on December 31, 2024 and showing the Spending in Reserves amount. This portion of the presentation supports Resolution No. 2023-19 & 20, Budget 2024, and Appropriating Sums for the 2024 Calendar Year. Resolution No. 2023-21, Levying General Property Taxes for the 2024 Calendar Year is the amount of money necessary to balance the budget for the general operation expenses from property tax revenue. The preliminary assessed value for 2023 is \$104,324,510 which is an increase from the prior year. The Town has not been debruced on property tax and in order to stay within statutory 5.5% property tax revenue limit and TABOR restrictions, there will be a temporary reduction in the mill levy for 2024, a decrease by .705 mills to 4.736 mills in 2024.

Mayor Moser opened the floor for public comment at 7:45 p.m., no public comments, floor was closed at 7:46 p.m.

Trustee Lewis moved to approve Resolution No. 2023-17, Adopting an Amended Consolidated Town Fee Schedule

Trustee Ledall seconded, and the motion passed by the affirmative vote of Trustee Lewis, Trustee Ledall, Trustee Gentry and concurrence of Mayor Moser.

Trustee Lewis moved to approve Resolution No. 2023-18, Amending the 2023 Budget and Making Supplemental Appropriations to Defray Expenses in Excess of Amount Budgeted

Trustee Gentry seconded, and the motion passed by the affirmative vote of Trustee Lewis, Trustee Ledall, Trustee Gentry and concurrence of Mayor Moser.

Trustee Lewis moved to approve Resolution No. 2023-19, Adopting a Budget for the Town of Eaton, Colorado for the Calendar Year Beginning on the First Day of January, 2024, and Ending on the Last Day of December 2024

Trustee Gentry seconded, and the motion passed by the affirmative vote of Trustee Lewis, Trustee Ledall, Trustee Gentry and concurrence of Mayor Moser.

December 14, 2023

PUBLIC HEARING CONTINUED

Trustee Lewis moved to approve Resolution No. 2023-20, Appropriating Sums of Money for the 2024 Calendar Year

Trustee Gentry seconded, and the motion passed by the affirmative vote of Trustee Lewis, Trustee Ledall, Trustee Gentry and concurrence of Mayor Moser.

Trustee Lewis moved to approve Resolution No. 2023-21, Levying General Property Taxes for the 2024 Calendar Year to Help Defray the Costs of Government for the Town of Eaton, Colorado

Trustee Gentry seconded, and the motion passed by the affirmative vote of Trustee Lewis, Trustee Ledall, Trustee Gentry and concurrence of Mayor Moser.

OLD BUSINESS

14. Fransen-Pittman Construction GMP Amendment

Amber Greene, Library Director stated that this board approved this Capitol Project back on August 17, 2023, with a public works design agreement with Fransen-Pittman and are now ready to move into the construction phase for the generator, outdoor child space, basement remodel and ADA update to the bathrooms. There was a change to the contract today, with the extension of the warranty from one year to two years, adding \$5,000.00 to the cost.

Trustee Ledall moved to approve the Fransen-Pittman Amended Construction Agreement.

Trustee Gentry seconded, and the motion passed by the affirmative vote of Trustee Lewis, Trustee Ledall, Trustee Gentry and concurrence of Mayor Moser.

NEW BUSINESS

15. Resolution No. 2023-22, Adopting Eaton Public Library Policy

Amber Greene, Library Director proposed the Eaton Public Library Policy which clarifies expectations for the Library Board and Staff on the Library’s governance, funding, property, and administration. The policy shall reduce the Town’s liability by improving internal controls and oversight. The key points clarify the roles and responsibilities of the Library Board, employment of the Library Director, allocation and administration of Library funds, provision of insurance, adoption of Employee and Library policies, ownership of Library property, adherence to the Colorado Open Meetings Law and review by the Town Board. Staff recommends adopting the attached policy by Resolution No. 2023-22.

Trustee Ledall moved to approve Resolution No. 2023-22, Adopting Eaton Public Library Policy

Trustee Lewis seconded, and the motion passed by the affirmative vote of Trustee Lewis, Trustee Ledall, Trustee Gentry and concurrence of Mayor Moser.

16. NISP 20th Interim Participation Agreement

Greg Brinck, Assistant Town Administrator indicated that this is the 20th Interim NISP Agreement and the main key point is the is the new language that was added to the agreement which allows the Town to divest (sell) to a potential buyer shares the Town either can’t afford or no longer needs as a part of its water portfolio strategy, subject to NCWCD Board authorization. The Town still has the commitment of 1,300-acre feet of water but with the verbiage added gives the Town options in the future. The agreement also has a payment request of \$887,250 dollars for the continued participation in the NISP project for 2024.

Trustee Ledall moved to approve the 20th Interim Agreement and payment of \$887,250 for the Town’s 2024 participation in the Northern Integrated Supply Project.

Trustee Lewis seconded, and the motion passed by the affirmative vote of Trustee Lewis, Trustee Ledall, Trustee Gentry and concurrence of Mayor Moser.

17. Weld County Coordinated Planning Agreement Discussion

Greg Brinck, Assistant Town Administrator stated that Staff met with Weld County Commissioners (WCC) to discuss the coordinated planning agreement and a possible development of a solar project within our three-mile plan. The WCC stated that they are still using a 1993 Comprehensive Plan and Maps, the 2019 Comprehensive Plan and Maps were adopted by the Town but was not recorded with the County. The WCC did direct the Staff to get the 2019 Map recorded and then discussion will begin to update the coordinated agreement with the WCC and will give the Town some authority to grow and control over next 30 to 40 years within the boundaries of the Town for future development.

December 14, 2023

STAFF REPORT(S)

18. December Staff Report

19. Eaton Representative for the Great Western Trail Authority

Mayor Scott Moser stated that they have been talking to a few potential candidates for the replacement of Steve Bagley's position on the GWTA.

20. CPS HR, Employee Engagement Survey Services 2024

Amber Greene, Library Director stated that the CPS HR, Employee Engagement Survey Services 2024 will be a part of the work plan priorities for the Library and Town, to maintain and recruit high performing employees. One way to accomplish this is by measuring an employee engagement survey, then using those results as feedback to benchmark where the employees are in comparison to other private and public industries which will in turn give the employer action steps to put into place to maintain and support the current employees and to also attract employees for the future.

21. CPS HR, Third Amendment to PSA 2024

Greg Brinck, Assistant Town Administrator spoke about the CPS HR, Third Amendment to Professional Services Agreement for 2024. The staff has been very satisfied with the human resources consulting and services. The rates are remaining the same, along with the level of service at 20 hours per week. Staff intends to continue with their service.

COUNCIL REPORTS AND REQUEST FOR FUTURE AGENDA ITEMS

22. Planning Commission Meeting – Trustee Winter - No meeting was held in December.

23. Hometown Revitalization Committee – No Report

24. Great Western Trail/Park – No Report

25. Northern Front Range/MPO – No Report

MAYOR PRO TEM COMMENTS – No Comments

ADJOURN

Mayor Moser adjourned the December 14, 2023, Board of Trustees Regular Meeting at 8:20 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
63625										
12/23	12/01/2023	63625	631	PINNACOL ASSURANCE	21479443	1	02-00-7270	.00	241.19	241.19
Total 63625:								.00		241.19
63626										
12/23	12/06/2023	63626	777	U.S. DEPARTMENT OF THE TRE	PAYMENT 3	1	01-00-2320	.00	287.74	287.74
Total 63626:								.00		287.74
63627										
12/23	12/19/2023	63627	128	ALL COPY PRODUCTS INC	AR4178549	1	01-02-5125	.00	145.81	145.81
12/23	12/19/2023	63627	128	ALL COPY PRODUCTS INC	AR4178549	2	01-02-7215	.00	340.20	340.20
12/23	12/19/2023	63627	128	ALL COPY PRODUCTS INC	AR4178549	3	01-01-7230	.00	1,745.07	1,745.07
12/23	12/19/2023	63627	128	ALL COPY PRODUCTS INC	AR4181300	1	01-01-7210	.00	76.20	76.20
Total 63627:								.00		2,307.28
63628										
12/23	12/19/2023	63628	128	ALL COPY PRODUCTS INC	35485371	1	01-02-5125	.00	170.83	170.83
12/23	12/19/2023	63628	128	ALL COPY PRODUCTS INC	35485371	2	01-02-7215	.00	170.82	170.82
12/23	12/19/2023	63628	128	ALL COPY PRODUCTS INC	35485371	3	01-01-7230	.00	341.65	341.65
Total 63628:								.00		683.30
63629										
12/23	12/19/2023	63629	792	ALLIE OGG CREATIVE	154	1	02-00-9150	.00	5,000.00	5,000.00
Total 63629:								.00		5,000.00
63630										
12/23	12/19/2023	63630	778	ALLO COMMUNICATIONS	ACCT# 2328	1	02-00-7510	.00	188.00	188.00
12/23	12/19/2023	63630	778	ALLO COMMUNICATIONS	ACCT#25134	1	01-02-7220	.00	250.00	250.00
12/23	12/19/2023	63630	778	ALLO COMMUNICATIONS	ACCT#25134	2	01-01-7220	.00	368.00	368.00

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 63630:								.00		806.00
63631										
12/23	12/19/2023	63631	168	ALSCO - LARAMIE	LLAR165710	1	02-00-7315	.00	112.69	112.69
12/23	12/19/2023	63631	168	ALSCO - LARAMIE	LLAR165710	2	01-06-7215	.00	480.01	480.01
12/23	12/19/2023	63631	168	ALSCO - LARAMIE	LLAR165710	3	01-02-7215	.00	64.23	64.23
Total 63631:								.00		656.93
63632										
12/23	12/19/2023	63632	790	AMANDA GEIGER	NOV 23 MR	1	02-00-7235	.00	111.88	111.88
Total 63632:								.00		111.88
63633										
12/23	12/19/2023	63633	650	AMAZON CAPITOL SERVICES	11LN-VHVP-	1	02-00-7215	.00	414.56	414.56
12/23	12/19/2023	63633	650	AMAZON CAPITOL SERVICES	11QL-JMYW-	1	02-00-8540	.00	26.24	26.24
12/23	12/19/2023	63633	650	AMAZON CAPITOL SERVICES	14QK-LM93-	1	02-00-5640	.00	39.48	39.48
12/23	12/19/2023	63633	650	AMAZON CAPITOL SERVICES	16RW-4GCJ-	1	02-00-8600	.00	7.99	7.99
12/23	12/19/2023	63633	650	AMAZON CAPITOL SERVICES	17FF-NQ69-	1	01-01-9110	.00	389.97	389.97
12/23	12/19/2023	63633	650	AMAZON CAPITOL SERVICES	17R1-P9RK-	1	02-00-8600	.00	19.99	19.99
12/23	12/19/2023	63633	650	AMAZON CAPITOL SERVICES	1JCX-3JJ7-C	1	02-00-9110	.00	637.95	637.95
12/23	12/19/2023	63633	650	AMAZON CAPITOL SERVICES	1JD4-6C43-	1	02-00-7215	.00	581.60	581.60
12/23	12/19/2023	63633	650	AMAZON CAPITOL SERVICES	1JGC-N6PF-	1	02-00-8600	.00	1,214.18	1,214.18
12/23	12/19/2023	63633	650	AMAZON CAPITOL SERVICES	1JYN-JJ4Q-	1	02-00-8600	.00	569.03	569.03
12/23	12/19/2023	63633	650	AMAZON CAPITOL SERVICES	1JYN-JJ4Q-F	1	02-00-8600	.00	78.99	78.99
12/23	12/19/2023	63633	650	AMAZON CAPITOL SERVICES	1LH6-KNP3-	1	02-00-8600	.00	85.59	85.59
12/23	12/19/2023	63633	650	AMAZON CAPITOL SERVICES	1LH6-KNP3-	1	02-00-5640	.00	763.49	763.49
12/23	12/19/2023	63633	650	AMAZON CAPITOL SERVICES	1VG1-CP44-	1	02-00-8600	.00	432.55	432.55
12/23	12/19/2023	63633	650	AMAZON CAPITOL SERVICES	1VQT-CKDR-	1	02-00-8510	.00	653.15	653.15
Total 63633:								.00		5,898.78
63634										
12/23	12/19/2023	63634	399	AMERICAN FIDELITY Flex	2204500	1	02-00-2250	.00	46.15	46.15
12/23	12/19/2023	63634	399	AMERICAN FIDELITY Flex	2204500	2	01-00-2250	.00	73.07	73.07

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 63634:								.00		119.22
63635										
12/23	12/19/2023	63635	4	ANDERSON & WHITNEY PC	30657	1	01-01-7310	.00	480.00	480.00
Total 63635:								.00		480.00
63636										
12/23	12/19/2023	63636	459	AREA WIDE PROTECTIVE AWP	500550146	1	03-00-7215	.00	140.00	140.00
Total 63636:								.00		140.00
63637										
12/23	12/19/2023	63637	435	AUTOZONE	4388497731	1	04-00-7215	.00	49.81	49.81
Total 63637:								.00		49.81
63638										
12/23	12/19/2023	63638	580	AWARD ALLIANCE LLC	70451	1	02-00-7215	.00	35.00	35.00
Total 63638:								.00		35.00
63639										
12/23	12/19/2023	63639	454	BOBCAT OF THE ROCKIES	15268116	1	01-03-7520	.00	124.22	124.22
Total 63639:								.00		124.22
63640										
12/23	12/19/2023	63640	64	CARROLL EXCAVATION & REPA	5197	1	04-00-7310	.00	585.00	585.00
12/23	12/19/2023	63640	64	CARROLL EXCAVATION & REPA	5198	1	04-00-7310	.00	1,400.00	1,400.00
Total 63640:								.00		1,985.00
63641										
12/23	12/19/2023	63641	390	CASELLE INC	129475	1	01-01-7280	.00	1,637.00	1,637.00
Total 63641:								.00		1,637.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
63642										
12/23	12/19/2023	63642	734	CBS PLUMBING SERVICES LLC	1186	1	05-00-7520	.00	200.00	200.00
12/23	12/19/2023	63642	734	CBS PLUMBING SERVICES LLC	1235	1	01-04-7520	.00	150.00	150.00
Total 63642:								.00		350.00
63643										
12/23	12/19/2023	63643	69	CENTURY LINK	484B DEC23	1	01-01-7220	.00	52.54	52.54
12/23	12/19/2023	63643	69	CENTURY LINK	484B DEC23	2	01-02-7220	.00	52.53	52.53
12/23	12/19/2023	63643	69	CENTURY LINK	642B DEC23	1	05-00-7510	.00	261.69	261.69
Total 63643:								.00		366.76
63644										
12/23	12/19/2023	63644	192	CLEAR WATER SOLUTIONS INC	7064	1	07-00-7310	.00	4,113.75	4,113.75
12/23	12/19/2023	63644	192	CLEAR WATER SOLUTIONS INC	7064	2	04-00-7310	.00	1,085.00	1,085.00
Total 63644:								.00		5,198.75
63645										
12/23	12/19/2023	63645	196	COMPANION LIFE	711782	1	01-01-6180	.00	464.64	464.64
12/23	12/19/2023	63645	196	COMPANION LIFE	711782	2	01-02-6180	.00	968.48	968.48
12/23	12/19/2023	63645	196	COMPANION LIFE	711782	3	01-03-6180	.00	82.25	82.25
12/23	12/19/2023	63645	196	COMPANION LIFE	711782	4	01-04-6180	.00	95.66	95.66
12/23	12/19/2023	63645	196	COMPANION LIFE	711782	5	02-00-6180	.00	469.62	469.62
12/23	12/19/2023	63645	196	COMPANION LIFE	711782	6	03-00-6180	.00	106.21	106.21
12/23	12/19/2023	63645	196	COMPANION LIFE	711782	7	04-00-6180	.00	133.90	133.90
12/23	12/19/2023	63645	196	COMPANION LIFE	711782	8	05-00-6180	.00	27.50	27.50
12/23	12/19/2023	63645	196	COMPANION LIFE	713649	1	01-01-6180	.00	185.09	185.09
12/23	12/19/2023	63645	196	COMPANION LIFE	713649	2	01-02-6180	.00	424.18	424.18
12/23	12/19/2023	63645	196	COMPANION LIFE	713649	3	01-03-6180	.00	34.45	34.45
12/23	12/19/2023	63645	196	COMPANION LIFE	713649	4	01-04-6180	.00	40.23	40.23
12/23	12/19/2023	63645	196	COMPANION LIFE	713649	5	02-00-6180	.00	213.47	213.47
12/23	12/19/2023	63645	196	COMPANION LIFE	713649	6	03-00-6180	.00	44.78	44.78
12/23	12/19/2023	63645	196	COMPANION LIFE	713649	7	04-00-6180	.00	56.75	56.75
12/23	12/19/2023	63645	196	COMPANION LIFE	713649	8	05-00-6180	.00	32.49	32.49
Total 63645:								.00		3,379.70

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
63646										
12/23	12/19/2023	63646	342	COUNTRY JOHNS	23-3825	1	01-03-7215	.00	122.00	122.00
12/23	12/19/2023	63646	342	COUNTRY JOHNS	23-3826	1	01-04-7215	.00	122.00	122.00
12/23	12/19/2023	63646	342	COUNTRY JOHNS	23-3827	1	01-04-7215	.00	220.00	220.00
12/23	12/19/2023	63646	342	COUNTRY JOHNS	23-3828	1	01-04-7215	.00	220.00	220.00
12/23	12/19/2023	63646	342	COUNTRY JOHNS	23-3829	1	01-04-7215	.00	220.00	220.00
12/23	12/19/2023	63646	342	COUNTRY JOHNS	23-3830	1	01-04-7215	.00	122.00	122.00
12/23	12/19/2023	63646	342	COUNTRY JOHNS	23-3831	1	04-00-7215	.00	122.00	122.00
Total 63646:								.00		1,148.00
63647										
12/23	12/19/2023	63647	129	DELANEY'S ELECTRIC INC	11078	1	02-00-7520	.00	1,025.00	1,025.00
12/23	12/19/2023	63647	129	DELANEY'S ELECTRIC INC	11078	2	02-00-9150	.00	1,525.00	1,525.00
12/23	12/19/2023	63647	129	DELANEY'S ELECTRIC INC	11079	1	02-00-7520	.00	174.60	174.60
Total 63647:								.00		2,724.60
63648										
12/23	12/19/2023	63648	789	DISCOUNTCELL LLC	OE-28186	1	04-00-7215	.00	470.69	470.69
Total 63648:								.00		470.69
63649										
12/23	12/19/2023	63649	81	EATON AREA HISTORICAL SOCI	2024 MEMB	1	02-00-5660	.00	50.00	50.00
Total 63649:								.00		50.00
63650										
12/23	12/19/2023	63650	742	EMERGENETICS INTERNATION	55832	1	02-00-7240	.00	118.16	118.16
Total 63650:								.00		118.16
63651										
12/23	12/19/2023	63651	21	EON OFFICE INC	WO-3746537	1	01-02-7210	.00	118.66	118.66
12/23	12/19/2023	63651	21	EON OFFICE INC	WO-3746538	1	01-06-7320	.00	60.55	60.55
12/23	12/19/2023	63651	21	EON OFFICE INC	WO-3746723	1	01-02-7210	.00	154.67	154.67
12/23	12/19/2023	63651	21	EON OFFICE INC	WO-3746723	1	01-02-7210	.00	42.56	42.56

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 63651:								.00		376.44
63652										
12/23	12/19/2023	63652	155	FURLAN REMODELING LLC	012		02-00-9150	.00	2,700.00	2,700.00
Total 63652:								.00		2,700.00
63653										
12/23	12/19/2023	63653	676	G.A.R. CONSTRUCTION LLC	088		01-06-7520	.00	1,725.00	1,725.00
Total 63653:								.00		1,725.00
63654										
12/23	12/19/2023	63654	49	GARRETSON'S SPORT CENTER	12010		02-00-5660	.00	1,534.50	1,534.50
Total 63654:								.00		1,534.50
63655										
12/23	12/19/2023	63655	65	GENERAL AIR	95891037-1		03-00-7215	.00	22.08	22.08
Total 63655:								.00		22.08
63656										
12/23	12/19/2023	63656	567	GLENNA MADRID	DEC 23 REI		01-01-7290	.00	56.13	56.13
Total 63656:								.00		56.13
63657										
12/23	12/19/2023	63657	51	GOULD PARTS INC	NOV STATE	1	01-03-7520	.00	81.93	81.93
12/23	12/19/2023	63657	51	GOULD PARTS INC	NOV STATE	2	01-04-7520	.00	53.88	53.88
12/23	12/19/2023	63657	51	GOULD PARTS INC	NOV STATE	3	04-00-7525	.00	259.05	259.05
12/23	12/19/2023	63657	51	GOULD PARTS INC	NOV STATE	4	03-00-7215	.00	24.98	24.98
Total 63657:								.00		419.84
63658										
12/23	12/19/2023	63658	681	GRAINGER	9922179024		02-00-9110	.00	818.23	818.23

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 63658:								.00		818.23
63659										
12/23	12/19/2023	63659	516	GREELEY LOCK & KEY	0000025722	1	01-06-7280	.00	1,200.00	1,200.00
Total 63659:								.00		1,200.00
63660										
12/23	12/19/2023	63660	546	GREELEY TRIBUNE	2024 SUBSC	1	02-00-8530	.00	405.35	405.35
Total 63660:								.00		405.35
63661										
12/23	12/19/2023	63661	31	HERITAGE MARKET	NOV23 STAT	1	01-01-7290	.00	252.02	252.02
12/23	12/19/2023	63661	31	HERITAGE MARKET	NOV23 STAT	2	02-00-8600	.00	28.02	28.02
12/23	12/19/2023	63661	31	HERITAGE MARKET	NOV23 STAT	3	02-00-7240	.00	98.46	98.46
12/23	12/19/2023	63661	31	HERITAGE MARKET	NOV23 STAT	4	01-06-7215	.00	49.15	49.15
12/23	12/19/2023	63661	31	HERITAGE MARKET	NOV23 STAT	5	01-01-7210	.00	35.07	35.07
12/23	12/19/2023	63661	31	HERITAGE MARKET	NOV23 STAT	6	04-00-7215	.00	46.50	46.50
12/23	12/19/2023	63661	31	HERITAGE MARKET	NOV23 STAT	7	03-00-7215	.00	21.38	21.38
12/23	12/19/2023	63661	31	HERITAGE MARKET	NOV23 STAT	8	01-04-7215	.00	10.98	10.98
12/23	12/19/2023	63661	31	HERITAGE MARKET	NOV23 STAT	9	02-00-8535	.00	43.14	43.14
Total 63661:								.00		584.72
63662										
12/23	12/19/2023	63662	111	HIGH PLAINS LIBRARY DISTRIC	5341	1	02-00-8530	.00	23.96	23.96
12/23	12/19/2023	63662	111	HIGH PLAINS LIBRARY DISTRIC	5341	2	02-00-8211	.00	944.30	944.30
12/23	12/19/2023	63662	111	HIGH PLAINS LIBRARY DISTRIC	5341	3	02-00-8510	.00	3,325.19	3,325.19
Total 63662:								.00		4,293.45
63663										
12/23	12/19/2023	63663	343	KAISER PERMANENTE	0028747078	1	01-01-6182	.00	1,806.55	1,806.55
12/23	12/19/2023	63663	343	KAISER PERMANENTE	0028747078	2	01-00-2230	.00	771.94	771.94
12/23	12/19/2023	63663	343	KAISER PERMANENTE	0028747078	3	01-02-6182	.00	9,081.81	9,081.81
12/23	12/19/2023	63663	343	KAISER PERMANENTE	0028747078	4	01-03-6182	.00	122.03	122.03
12/23	12/19/2023	63663	343	KAISER PERMANENTE	0028747078	5	01-04-6182	.00	971.49	971.49

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
12/23	12/19/2023	63663	343	KAISER PERMANENTE	0028747078	6	02-00-6182	.00	3,892.42	3,892.42
12/23	12/19/2023	63663	343	KAISER PERMANENTE	0028747078	7	02-00-2300	.00	380.11	380.11
12/23	12/19/2023	63663	343	KAISER PERMANENTE	0028747078	8	03-00-6182	.00	357.80	357.80
12/23	12/19/2023	63663	343	KAISER PERMANENTE	0028747078	9	04-00-6182	.00	978.41	978.41
12/23	12/19/2023	63663	343	KAISER PERMANENTE	0028747078	10	04-00-2230	.00	77.37	77.37
12/23	12/19/2023	63663	343	KAISER PERMANENTE	0028747078	11	05-00-6182	.00	815.83	815.83
12/23	12/19/2023	63663	343	KAISER PERMANENTE	0028747078	12	05-00-2230	.00	77.37	77.37
Total 63663:								.00		19,333.13
63664										
12/23	12/19/2023	63664	536	LANGUAGE LINE SERVICES, IN	11172548	1	01-02-7215	.00	302.33	302.33
Total 63664:								.00		302.33
63665										
12/23	12/19/2023	63665	596	LIGHTFIELD ENTERPRISES INC	MTN PED PA	1	03-00-9210	.00	40,861.48	40,861.48
Total 63665:								.00		40,861.48
63666										
12/23	12/19/2023	63666	627	LYONS GADDIS	NOV23 STAT	1	02-00-7315	.00	79.50	79.50
Total 63666:								.00		79.50
63667										
12/23	12/19/2023	63667	166	MARISELA AGUILAR	E16	1	01-02-5140	.00	110.00	110.00
Total 63667:								.00		110.00
63668										
12/23	12/19/2023	63668	791	MEDICAL SERVICES & COMPLI	11.17.23 DR	1	02-00-7315	.00	35.00	35.00
Total 63668:								.00		35.00
63669										
12/23	12/19/2023	63669	787	MIDLAND SCIENTIFIC, INC	6731045	1	05-00-7215	.00	6.11	6.11

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 63669:								.00		6.11
63670										
12/23	12/19/2023	63670	88	NORTH WELD COUNTY WATER	9000 NOV23	1	04-00-9000	.00	49,010.94	49,010.94
Total 63670:								.00		49,010.94
63671										
12/23	12/19/2023	63671	87	NORTH WELD HERALD	6126	1	02-00-5660	.00	575.00	575.00
12/23	12/19/2023	63671	87	NORTH WELD HERALD	6147	1	01-01-7260	.00	1,316.60	1,316.60
Total 63671:								.00		1,891.60
63672										
12/23	12/19/2023	63672	337	O.J. WATSON EQUIPMENT	S11813	1	03-00-7520	.00	376.36	376.36
Total 63672:								.00		376.36
63673										
12/23	12/19/2023	63673	432	PIVOT ENERGY	E0C2EF33	1	03-00-7515	.00	6,592.74	6,592.74
Total 63673:								.00		6,592.74
63674										
12/23	12/19/2023	63674	95	POULSEN ACE HARDWARE	NOV 23 STA	1	01-04-7215	.00	379.62	379.62
12/23	12/19/2023	63674	95	POULSEN ACE HARDWARE	NOV 23 STA	2	01-04-7520	.00	330.74	330.74
12/23	12/19/2023	63674	95	POULSEN ACE HARDWARE	NOV 23 STA	3	01-06-7520	.00	12.37	12.37
12/23	12/19/2023	63674	95	POULSEN ACE HARDWARE	NOV 23 STA	4	04-00-7520	.00	9.42	9.42
12/23	12/19/2023	63674	95	POULSEN ACE HARDWARE	NOV 23 STA	5	04-00-7215	.00	35.08	35.08
12/23	12/19/2023	63674	95	POULSEN ACE HARDWARE	NOV 23 STA	6	01-03-7215	.00	47.45	47.45
12/23	12/19/2023	63674	95	POULSEN ACE HARDWARE	NOV 23 STA	7	03-00-7520	.00	120.16	120.16
12/23	12/19/2023	63674	95	POULSEN ACE HARDWARE	NOV 23 STA	8	01-06-7215	.00	98.05	98.05
12/23	12/19/2023	63674	95	POULSEN ACE HARDWARE	NOV 23 STA	9	01-02-7215	.00	72.77	72.77
12/23	12/19/2023	63674	95	POULSEN ACE HARDWARE	NOV 23 STA	10	03-00-7215	.00	163.01	163.01
12/23	12/19/2023	63674	95	POULSEN ACE HARDWARE	SEPT23 STA	1	02-00-8600	.00	16.34	16.34
12/23	12/19/2023	63674	95	POULSEN ACE HARDWARE	SEPT23 STA	2	02-00-8600	.00	1.00	1.00
12/23	12/19/2023	63674	95	POULSEN ACE HARDWARE	SEPT23 STA	3	02-00-7215	.00	22.01	22.01

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 63674:								.00		1,308.02
63675										
12/23	12/19/2023	63675	296	PROCEDURE INC	156662	1	04-00-7360	.00	4,380.00	4,380.00
12/23	12/19/2023	63675	296	PROCEDURE INC	156662	2	01-01-7410	.00	4,428.29	4,428.29
Total 63675:								.00		8,808.29
63676										
12/23	12/19/2023	63676	132	QA BALANCE SERVICES	15002	1	05-00-7520	.00	98.00	98.00
Total 63676:								.00		98.00
63677										
12/23	12/19/2023	63677	104	QUALITY WELL & PUMP	2023-5098	1	01-04-7520	.00	2,848.16	2,848.16
Total 63677:								.00		2,848.16
63678										
12/23	12/19/2023	63678	541	SLATE COMMUNICATIONS	995	1	01-01-7310	.00	3,750.00	3,750.00
Total 63678:								.00		3,750.00
63679										
12/23	12/19/2023	63679	466	SPRING CREEK ELECTRIC LLC	2588	1	02-00-9150	.00	175.00	175.00
12/23	12/19/2023	63679	466	SPRING CREEK ELECTRIC LLC	2592	1	01-06-7520	.00	480.20	480.20
Total 63679:								.00		655.20
63680										
12/23	12/19/2023	63680	592	SQUEAKY CLEAN WINDOW	7280	1	01-06-7520	.00	265.00	265.00
Total 63680:								.00		265.00
63681										
12/23	12/19/2023	63681	461	SURVIVAL ARMOR INC.	0137137-IN	1	01-02-7400	.00	258.83	258.83

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Total 63681:								.00		258.83
63682										
12/23	12/19/2023	63682	534	TEXAS LIFE INSURANCE COMP	SM0F502023	1	02-00-2260	.00	31.00	31.00
12/23	12/19/2023	63682	534	TEXAS LIFE INSURANCE COMP	SM0F502023	2	01-00-2260	.00	79.75	79.75
12/23	12/19/2023	63682	534	TEXAS LIFE INSURANCE COMP	SM0F502023	3	05-00-2260	.00	13.00	13.00
Total 63682:								.00		123.75
63683										
12/23	12/19/2023	63683	788	TRIAD EAP	TRI653-IN	1	01-01-6180	.00	357.50	357.50
12/23	12/19/2023	63683	788	TRIAD EAP	TRI653-IN	2	01-02-6180	.00	825.00	825.00
12/23	12/19/2023	63683	788	TRIAD EAP	TRI653-IN	3	02-00-6180	.00	495.00	495.00
12/23	12/19/2023	63683	788	TRIAD EAP	TRI653-IN	4	01-03-6180	.00	66.00	66.00
12/23	12/19/2023	63683	788	TRIAD EAP	TRI653-IN	5	01-04-6180	.00	148.50	148.50
12/23	12/19/2023	63683	788	TRIAD EAP	TRI653-IN	6	03-00-6180	.00	93.50	93.50
12/23	12/19/2023	63683	788	TRIAD EAP	TRI653-IN	7	04-00-6180	.00	107.25	107.25
12/23	12/19/2023	63683	788	TRIAD EAP	TRI653-IN	8	05-00-6180	.00	107.25	107.25
Total 63683:								.00		2,200.00
63684										
12/23	12/19/2023	63684	777	U.S. DEPARTMENT OF THE TRE	PAYMENT 4	1	01-00-2320	.00	268.61	268.61
Total 63684:								.00		268.61
63685										
12/23	12/19/2023	63685	745	UNDERWATER WONDERS	18596	1	02-00-7520	.00	709.99	709.99
12/23	12/19/2023	63685	745	UNDERWATER WONDERS	18596	2	02-00-9150	.00	405.36	405.36
Total 63685:								.00		1,115.35
63686										
12/23	12/19/2023	63686	330	UNION PACIFIC RAILROAD CO	330083543	1	01-04-7215	.00	50.00	50.00
Total 63686:								.00		50.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
63687										
12/23	12/19/2023	63687	186	UTILITY NOTIFICATION CENTE	223110481	1	04-00-7310	.00	184.47	184.47
12/23	12/19/2023	63687	186	UTILITY NOTIFICATION CENTE	223110481	2	05-00-7310	.00	184.47	184.47
Total 63687:								.00		368.94
63688										
12/23	12/19/2023	63688	591	WEX	93354145	1	01-03-5620	.00	179.84	179.84
12/23	12/19/2023	63688	591	WEX	93354145	2	01-02-5620	.00	2,482.46	2,482.46
12/23	12/19/2023	63688	591	WEX	93354145	3	01-04-5620	.00	305.11	305.11
12/23	12/19/2023	63688	591	WEX	93354145	4	03-00-5620	.00	1,029.71	1,029.71
12/23	12/19/2023	63688	591	WEX	93354145	5	04-00-5620	.00	200.85	200.85
12/23	12/19/2023	63688	591	WEX	93354145	6	05-00-5620	.00	121.30	121.30
Total 63688:								.00		4,319.27
63689										
12/23	12/19/2023	63689	471	WORKSPACE INNOVATIONS SE	6048	1	02-00-9110	.00	1,429.73	1,429.73
Total 63689:								.00		1,429.73
121923001										
12/23	12/19/2023	121923001	8	ABLAW LAW LLC	1240	1	01-02-5135	.00	1,400.00	1,400.00
Total 121923001:								.00		1,400.00
121923002										
12/23	12/19/2023	121923002	367	BASELINE	30048	1	01-08-6270	.00	375.00	375.00
12/23	12/19/2023	121923002	367	BASELINE	30049	1	01-08-6270	.00	657.50	657.50
12/23	12/19/2023	121923002	367	BASELINE	30050	1	01-08-6270	.00	1,098.75	1,098.75
12/23	12/19/2023	121923002	367	BASELINE	30051	1	01-08-7310	.00	3,850.00	3,850.00
12/23	12/19/2023	121923002	367	BASELINE	30052	1	01-08-6270	.00	75.00	75.00
12/23	12/19/2023	121923002	367	BASELINE	30053	1	01-08-6270	.00	487.50	487.50
12/23	12/19/2023	121923002	367	BASELINE	30054	1	01-08-7310	.00	191.25	191.25
12/23	12/19/2023	121923002	367	BASELINE	30055	1	01-04-7310	.00	3,050.00	3,050.00
12/23	12/19/2023	121923002	367	BASELINE	30056	1	03-00-9201	.00	555.00	555.00
12/23	12/19/2023	121923002	367	BASELINE	30057	1	01-08-6270	.00	641.25	641.25

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Total 121923002:								.00		10,981.25
121923003										
12/23	12/19/2023	121923003	757	BRIAN PETTIT	DEC 23 REI	1	01-02-7400	.00	70.99	70.99
Total 121923003:								.00		70.99
121923004										
12/23	12/19/2023	121923004	25	GRANITE TELECOMMUNICATIO	627675306	1	01-02-7220	.00	186.21	186.21
12/23	12/19/2023	121923004	25	GRANITE TELECOMMUNICATIO	627675306	2	01-01-7220	.00	186.20	186.20
Total 121923004:								.00		372.41
121923005										
12/23	12/19/2023	121923005	285	KEY PEOPLE CO	528	1	02-00-7315	.00	2,795.00	2,795.00
Total 121923005:								.00		2,795.00
121923006										
12/23	12/19/2023	121923006	603	KURB APPEAL LLC	004233	1	01-06-7320	.00	2,290.00	2,290.00
Total 121923006:								.00		2,290.00
121923007										
12/23	12/19/2023	121923007	44	LAW OFFICE OF AVI S ROCKLIN	3136	1	01-08-7320	.00	29.50	29.50
12/23	12/19/2023	121923007	44	LAW OFFICE OF AVI S ROCKLIN	3137	1	02-00-7315	.00	780.00	780.00
12/23	12/19/2023	121923007	44	LAW OFFICE OF AVI S ROCKLIN	3138	1	04-00-7310	.00	1,440.00	1,440.00
12/23	12/19/2023	121923007	44	LAW OFFICE OF AVI S ROCKLIN	3138	2	01-01-7320	.00	5,705.50	5,705.50
12/23	12/19/2023	121923007	44	LAW OFFICE OF AVI S ROCKLIN	3139	1	01-02-5130	.00	1,837.50	1,837.50
Total 121923007:								.00		9,792.50
121923008										
12/23	12/19/2023	121923008	686	MASTERS OF COLORADO INC	69967 ADDIT	1	01-01-7130	.00	172.80	172.80
Total 121923008:								.00		172.80

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
121923009										
12/23	12/19/2023	121923009	480	MATTHEW RUNDLE	DEC23 REIM	1	01-02-7240	.00	23.17	23.17
Total 121923009:								.00		23.17
121923010										
12/23	12/19/2023	121923010	71	MY OFFICE ETC	299291-0	1	01-01-7210	.00	30.62	30.62
12/23	12/19/2023	121923010	71	MY OFFICE ETC	299866-1	1	01-01-7210	.00	46.64	46.64
Total 121923010:								.00		77.26
121923011										
12/23	12/19/2023	121923011	748	NORTHERN COLORADO PEST	94294	1	01-06-7520	.00	129.00	129.00
Total 121923011:								.00		129.00
121923012										
12/23	12/19/2023	121923012	191	NORTHERN ENGINEERING INC	1127-001/001	1	01-08-7350	.00	90.00	90.00
12/23	12/19/2023	121923012	191	NORTHERN ENGINEERING INC	1127-001/001	2	05-00-7320	.00	149.00	149.00
12/23	12/19/2023	121923012	191	NORTHERN ENGINEERING INC	1127-001/001	3	04-00-7310	.00	164.00	164.00
12/23	12/19/2023	121923012	191	NORTHERN ENGINEERING INC	1127-001/001	4	05-00-7310	.00	164.00	164.00
12/23	12/19/2023	121923012	191	NORTHERN ENGINEERING INC	1127-001/001	5	07-00-7310	.00	82.00	82.00
12/23	12/19/2023	121923012	191	NORTHERN ENGINEERING INC	1127-001/001	6	01-08-7350	.00	1,076.25	1,076.25
12/23	12/19/2023	121923012	191	NORTHERN ENGINEERING INC	1127-004/000	1	03-00-9201	.00	3,480.00	3,480.00
12/23	12/19/2023	121923012	191	NORTHERN ENGINEERING INC	1127-005/000	1	03-00-9220	.00	375.00	375.00
12/23	12/19/2023	121923012	191	NORTHERN ENGINEERING INC	1127-006/000	1	03-00-9210	.00	225.00	225.00
12/23	12/19/2023	121923012	191	NORTHERN ENGINEERING INC	1127-823/000	1	04-00-7320	.00	190.25	190.25
12/23	12/19/2023	121923012	191	NORTHERN ENGINEERING INC	1127-823/000	2	04-00-7320	.00	328.00	328.00
12/23	12/19/2023	121923012	191	NORTHERN ENGINEERING INC	1127-823/000	3	03-00-7320	.00	965.50	965.50
12/23	12/19/2023	121923012	191	NORTHERN ENGINEERING INC	1127-823/000	4	03-00-7320	.00	175.50	175.50
12/23	12/19/2023	121923012	191	NORTHERN ENGINEERING INC	1127-823/000	5	05-00-7320	.00	102.50	102.50
12/23	12/19/2023	121923012	191	NORTHERN ENGINEERING INC	1127-823/000	6	03-00-7320	.00	627.50	627.50
12/23	12/19/2023	121923012	191	NORTHERN ENGINEERING INC	1127-823/000	7	01-08-7350	.00	1,126.68	1,126.68
12/23	12/19/2023	121923012	191	NORTHERN ENGINEERING INC	1127-823/000	8	03-00-7130	.00	296.25	296.25
12/23	12/19/2023	121923012	191	NORTHERN ENGINEERING INC	1127-823/000	9	01-08-7350	.00	563.75	563.75
12/23	12/19/2023	121923012	191	NORTHERN ENGINEERING INC	1127-923/000	1	01-08-7350	.00	189.00	189.00
12/23	12/19/2023	121923012	191	NORTHERN ENGINEERING INC	1127-923/000	2	01-08-7350	.00	63.00	63.00
12/23	12/19/2023	121923012	191	NORTHERN ENGINEERING INC	1127-923/000	3	01-08-7350	.00	630.00	630.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 121923012:								.00		11,063.18
121923013										
12/23	12/19/2023	121923013	786	TANNER SAUCERMAN	DEC 23 REI	1	01-02-7400	.00	158.97	158.97
Total 121923013:								.00		158.97
121923014										
12/23	12/19/2023	121923014	313	VERIZON WIRELESS	9949998433	1	01-01-7220	.00	626.75	626.75
12/23	12/19/2023	121923014	313	VERIZON WIRELESS	9949998433	2	01-03-7215	.00	40.80	40.80
12/23	12/19/2023	121923014	313	VERIZON WIRELESS	9949998433	3	01-02-5125	.00	55.15	55.15
12/23	12/19/2023	121923014	313	VERIZON WIRELESS	9949998433	4	01-04-7215	.00	111.28	111.28
12/23	12/19/2023	121923014	313	VERIZON WIRELESS	9949998433	5	01-02-7220	.00	270.82	270.82
12/23	12/19/2023	121923014	313	VERIZON WIRELESS	9949998433	6	05-00-7510	.00	164.09	164.09
12/23	12/19/2023	121923014	313	VERIZON WIRELESS	9949998433	7	03-00-7215	.00	88.79	88.79
12/23	12/19/2023	121923014	313	VERIZON WIRELESS	9949998433	8	04-00-7510	.00	154.01	154.01
12/23	12/19/2023	121923014	313	VERIZON WIRELESS	9950377753	1	01-02-7220	.00	1,182.19	1,182.19
Total 121923014:								.00		2,693.88
121923015										
12/23	12/19/2023	121923015	224	WASTE MANAGEMENT INC	5145513-253	1	06-00-9030	.00	44,996.25	44,996.25
12/23	12/19/2023	121923015	224	WASTE MANAGEMENT INC	5146006-253	1	06-00-9030	.00	589.94	589.94
Total 121923015:								.00		45,586.19
121923016										
12/23	12/19/2023	121923016	775	WORK OF ART GREELEY	72421	1	02-00-8600	.00	550.00	550.00
Total 121923016:								.00		550.00
121923017										
12/23	12/19/2023	121923017	56	XCEL ENERGY	855270645	1	03-00-7515	.00	7,407.76	7,407.76
12/23	12/19/2023	121923017	56	XCEL ENERGY	855537843	1	01-06-7510	.00	118.79	118.79
12/23	12/19/2023	121923017	56	XCEL ENERGY	855537843	2	01-04-7510	.00	18.47	18.47
12/23	12/19/2023	121923017	56	XCEL ENERGY	856493285	1	01-04-7510	.00	119.07-	119.07-
12/23	12/19/2023	121923017	56	XCEL ENERGY	856493285	2	01-06-7510	.00	24.50	24.50
12/23	12/19/2023	121923017	56	XCEL ENERGY	856495245	1	05-00-7510	.00	341.65	341.65

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
12/23	12/19/2023	121923017	56	XCEL ENERGY	856569627	1	01-04-7510	.00	93.25	93.25
12/23	12/19/2023	121923017	56	XCEL ENERGY	856580793	1	01-04-7510	.00	15.21	15.21
12/23	12/19/2023	121923017	56	XCEL ENERGY	856658821	1	01-06-7510	.00	42.74	42.74
12/23	12/19/2023	121923017	56	XCEL ENERGY	856909836	1	01-04-7510	.00	6.59	6.59
12/23	12/19/2023	121923017	56	XCEL ENERGY	856909836	2	01-06-7510	.00	271.33	271.33
12/23	12/19/2023	121923017	56	XCEL ENERGY	856909836	3	05-00-7510	.00	3,471.37	3,471.37
12/23	12/19/2023	121923017	56	XCEL ENERGY	856909836	4	04-00-7510	.00	875.41	875.41
12/23	12/19/2023	121923017	56	XCEL ENERGY	856909836	5	01-03-7510	.00	340.66	340.66
12/23	12/19/2023	121923017	56	XCEL ENERGY	856909836	6	02-00-7510	.00	389.75	389.75
12/23	12/19/2023	121923017	56	XCEL ENERGY	856909836	7	07-00-7510	.00	113.72-	113.72-
12/23	12/19/2023	121923017	56	XCEL ENERGY	857094197	1	01-04-7510	.00	13.03	13.03
Total 121923017:								.00		13,197.72
Grand Totals:								.00		296,326.41

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
01-00-2000	119.07	76,442.06-	76,322.99-
01-00-2230	771.94	.00	771.94
01-00-2250	73.07	.00	73.07
01-00-2260	79.75	.00	79.75
01-00-2320	556.35	.00	556.35
01-01-6180	1,007.23	.00	1,007.23
01-01-6182	1,806.55	.00	1,806.55
01-01-7130	172.80	.00	172.80
01-01-7210	188.53	.00	188.53
01-01-7220	1,233.49	.00	1,233.49
01-01-7230	2,086.72	.00	2,086.72
01-01-7260	1,316.60	.00	1,316.60
01-01-7280	1,637.00	.00	1,637.00
01-01-7290	308.15	.00	308.15
01-01-7310	4,230.00	.00	4,230.00
01-01-7320	5,705.50	.00	5,705.50
01-01-7410	4,428.29	.00	4,428.29

GL Account	Debit	Credit	Proof
01-01-9110	389.97	.00	389.97
01-02-5125	371.79	.00	371.79
01-02-5130	1,837.50	.00	1,837.50
01-02-5135	1,400.00	.00	1,400.00
01-02-5140	110.00	.00	110.00
01-02-5620	2,482.46	.00	2,482.46
01-02-6180	2,217.66	.00	2,217.66
01-02-6182	9,081.81	.00	9,081.81
01-02-7210	315.89	.00	315.89
01-02-7215	950.35	.00	950.35
01-02-7220	1,941.75	.00	1,941.75
01-02-7240	23.17	.00	23.17
01-02-7400	488.79	.00	488.79
01-03-5620	179.84	.00	179.84
01-03-6180	182.70	.00	182.70
01-03-6182	122.03	.00	122.03
01-03-7215	210.25	.00	210.25
01-03-7510	340.66	.00	340.66
01-03-7520	206.15	.00	206.15
01-04-5620	305.11	.00	305.11
01-04-6180	284.39	.00	284.39
01-04-6182	971.49	.00	971.49
01-04-7215	1,455.88	.00	1,455.88
01-04-7310	3,050.00	.00	3,050.00
01-04-7510	146.55	119.07-	27.48
01-04-7520	3,382.78	.00	3,382.78
01-06-7215	627.21	.00	627.21
01-06-7280	1,200.00	.00	1,200.00
01-06-7320	2,350.55	.00	2,350.55
01-06-7510	457.36	.00	457.36
01-06-7520	2,611.57	.00	2,611.57
01-08-6270	3,335.00	.00	3,335.00
01-08-7310	4,041.25	.00	4,041.25
01-08-7320	29.50	.00	29.50
01-08-7350	3,738.68	.00	3,738.68
02-00-2000	7.99	37,510.92-	37,502.93-
02-00-2250	46.15	.00	46.15
02-00-2260	31.00	.00	31.00
02-00-2300	380.11	.00	380.11
02-00-5640	802.97	.00	802.97

GL Account	Debit	Credit	Proof
02-00-5660	2,159.50	.00	2,159.50
02-00-6180	1,178.09	.00	1,178.09
02-00-6182	3,892.42	.00	3,892.42
02-00-7215	1,053.17	.00	1,053.17
02-00-7235	111.88	.00	111.88
02-00-7240	216.62	.00	216.62
02-00-7270	241.19	.00	241.19
02-00-7315	3,802.19	.00	3,802.19
02-00-7510	577.75	.00	577.75
02-00-7520	1,909.59	.00	1,909.59
02-00-8211	944.30	.00	944.30
02-00-8510	3,978.34	.00	3,978.34
02-00-8530	429.31	.00	429.31
02-00-8535	43.14	.00	43.14
02-00-8540	26.24	.00	26.24
02-00-8600	2,995.69	7.99-	2,987.70
02-00-9110	2,885.91	.00	2,885.91
02-00-9150	9,805.36	.00	9,805.36
03-00-2000	.00	64,150.49-	64,150.49-
03-00-5620	1,029.71	.00	1,029.71
03-00-6180	244.49	.00	244.49
03-00-6182	357.80	.00	357.80
03-00-7130	296.25	.00	296.25
03-00-7215	460.24	.00	460.24
03-00-7320	1,768.50	.00	1,768.50
03-00-7515	14,000.50	.00	14,000.50
03-00-7520	496.52	.00	496.52
03-00-9201	4,035.00	.00	4,035.00
03-00-9210	41,086.48	.00	41,086.48
03-00-9220	375.00	.00	375.00
04-00-2000	.00	62,344.16-	62,344.16-
04-00-2230	77.37	.00	77.37
04-00-5620	200.85	.00	200.85
04-00-6180	297.90	.00	297.90
04-00-6182	978.41	.00	978.41
04-00-7215	724.08	.00	724.08
04-00-7310	4,858.47	.00	4,858.47
04-00-7320	518.25	.00	518.25
04-00-7360	4,380.00	.00	4,380.00
04-00-7510	1,029.42	.00	1,029.42

GL Account	Debit	Credit	Proof
04-00-7520	9.42	.00	9.42
04-00-7525	259.05	.00	259.05
04-00-9000	49,010.94	.00	49,010.94
05-00-2000	.00	6,337.62-	6,337.62-
05-00-2230	77.37	.00	77.37
05-00-2260	13.00	.00	13.00
05-00-5620	121.30	.00	121.30
05-00-6180	167.24	.00	167.24
05-00-6182	815.83	.00	815.83
05-00-7215	6.11	.00	6.11
05-00-7310	348.47	.00	348.47
05-00-7320	251.50	.00	251.50
05-00-7510	4,238.80	.00	4,238.80
05-00-7520	298.00	.00	298.00
06-00-2000	.00	45,586.19-	45,586.19-
06-00-9030	45,586.19	.00	45,586.19
07-00-2000	113.72	4,195.75-	4,082.03-
07-00-7310	4,195.75	.00	4,195.75
07-00-7510	.00	113.72-	113.72-
Grand Totals:	<u>296,807.97</u>	<u>296,807.97-</u>	<u>.00</u>

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Report type: GL detail

Check.Type = {<>} "Adjustment"

11/30/2023

GENERAL FUND

ACCOUNT TITLE	PERIOD	YEAR TO DATE	BUDGET	BUDGET VARIANCE	PERCENT USED
<u>REVENUE</u>					
Property Taxes	-	482,036.78	482,663.00	626.22	99.87%
Sales Tax	313,167.56	2,561,023.31	2,636,800.00	75,776.69	97.13%
Franchise Tax - Xcel Energy	15,555.95	188,021.86	120,000.00	(68,021.86)	156.68%
Franchise Tax - Atmos Energy	-	56,953.53	62,500.00	5,546.47	91.13%
Occupation Tax - Century Link	-	5,000.00	21,792.00	16,792.00	22.94%
Franchise Tax - Other	-	9,171.74	5,000.00	(4,171.74)	183.43%
Penalties & Interest	-	-	400.00	400.00	0.00%
Business Licenses	45.00	3,024.70	1,900.00	(1,124.70)	159.19%
Liquor Licenses	103.75	2,912.22	1,100.00	(1,812.22)	264.75%
Building Permits	11,011.10	73,527.76	100,000.00	26,472.24	73.53%
Back Flow Permit Fee	675.00	2,625.00	-	(2,625.00)	#DIV/0!
Animal Licenses	5.00	55.00	380.00	325.00	14.47%
Contractor License	250.00	4,102.50	2,500.00	(1,602.50)	164.10%
Lottery Proceeds	-	29,566.38	34,000.00	4,433.62	86.96%
Cigarette Tax	2,794.26	9,195.91	5,200.00	(3,995.91)	176.84%
Grave Openings	1,450.00	18,105.00	28,900.00	10,795.00	62.65%
Cemetery Admin Miscellaneous	-	60.00	-	(60.00)	#DIV/0!
Sale of Cemetery Plots	625.00	30,076.00	45,000.00	14,924.00	66.84%
Columbarium Cemetery	1,500.00	16,437.00	-	(16,437.00)	#DIV/0!
Cemetery Miscellaneous	50.00	1,000.00	-	(1,000.00)	#DIV/0!
Recreation Fees	-	-	-	-	#DIV/0!
Planning / Dev Revenue	1,665.75	76,552.70	90,000.00	13,447.30	85.06%
Court Fines	24,293.32	242,303.58	335,000.00	92,696.42	72.33%
Certified VIN Inspection	-	175.00	-	(175.00)	#DIV/0!
Miscellaneous Revenue	5,448.42	467,819.75	30,000.00	(437,819.75)	1559.40% 330K reserved
Mineral & Severance Taxes	-	320,394.18	30,000.00	(290,394.18)	1067.98%
Interest Income	8,724.60	51,685.53	2,000.00	(49,685.53)	2584.28%
Contributions & Grants	-	38,771.81	26,500.00	(12,271.81)	146.31%
Transfers From Other Funds	-	2,632.35	215,752.00	213,119.65	1.22% numbers
TOTAL REVENUE	387,364.71	4,693,229.59	4,277,387.00	(415,842.59)	109.72%

Transfers will be included in December's

GENERAL FUND EXPENDITURES

ADMIN

ACCOUNT TITLE	PERIOD	YEAR TO DATE	BUDGET	BUDGET VARIANCE	PERCENT USED	
SALARIES		47,629.46	565,552.37	636,683.00	71,130.63	88.83%
BENEFITS		10,740.33	131,410.88	178,271.00	46,860.12	73.71%
Tuition Reimbursement		-	-	10,000.00	10,000.00	0.00%
IT		1,645.90	23,751.16	30,000.00	6,248.84	79.17%
HR Generalist		-	63,881.14	45,000.00	(18,881.14)	141.96%
Elections		-	-	10,000.00	10,000.00	0.00%
Sales Tax Initiative		172.80	172.80	-	(172.80)	#DIV/0!
Office Supplies		981.03	11,307.83	21,000.00	9,692.17	53.85%
Communications		875.49	8,941.76	11,000.00	2,058.24	81.29%
Office Expenses		797.28	27,529.49	15,000.00	(12,529.49)	183.53%
Mileage Reimbursements		340.00	4,977.15	-	(4,977.15)	#DIV/0!
Training		1,901.24	17,568.60	15,000.00	(2,568.60)	117.12%
Dues and Subscriptions		-	3,100.08	10,000.00	6,899.92	31.00%
Publication Expense		1,316.60	13,204.16	10,000.00	(3,204.16)	132.04%
Insurance		-	87,007.00	80,000.00	(7,007.00)	108.76%
SOFTWARE		1,456.00	83,960.54	26,000.00	(57,960.54)	322.93%
Employee Recognition		4,300.86	7,693.59	12,000.00	4,306.41	64.11%
Professional Services		4,691.18	78,790.47	90,000.00	11,209.53	87.54%
Legal Fees		5,705.50	77,477.00	94,010.00	16,533.00	82.41%
Uniforms		-	244.00	-	(244.00)	#DIV/0!
Building Inspections		4,438.29	50,422.16	120,000.00	69,577.84	42.02%
Gift Expenses		6.45	126.76	-	(126.76)	#DIV/0!
Office Equipment		1,518.66	9,191.66	40,000.00	30,808.34	22.98%
		88,517.07	1,266,310.60	1,453,964.00	187,653.40	87.09%

POLICE

ACCOUNT TITLE	PERIOD	YEAR TO DATE	BUDGET	BUDGET VARIANCE	PERCENT USED	
SALARIES		103,148.21	1,122,795.18	1,225,289.00	102,493.82	91.64%
BENEFITS		25,050.68	250,581.77	318,575.00	67,993.23	78.66%
Court Operating Supplies		779.20	11,084.61	19,000.00	7,915.39	58.34%
Court Prosecutor		1,837.50	26,488.75	35,000.00	8,511.25	75.68%
Court Judge		1,400.00	15,646.66	17,000.00	1,353.34	92.04%
Court Translator		110.00	1,422.33	2,000.00	577.67	71.12%
End of Summer Bash Police		-	1,379.04	-	(1,379.04)	#DIV/0!
CO Responder Program		-	-	11,500.00	11,500.00	0.00%
Fuel		2,482.46	31,912.16	39,000.00	7,087.84	81.83%
IT		995.90	13,076.02	-	(13,076.02)	#DIV/0!
Sponsorship		-	941.93	-	(941.93)	#DIV/0!
Community Policing		558.71	(446.10)	3,000.00	3,446.10	-14.87%
Office Supplies		412.96	5,257.28	13,000.00	7,742.72	40.44%
Consulting		-	-	-	-	#DIV/0!
Operating Supplies		1,233.69	55,768.38	58,500.00	2,731.62	95.33%
Communications		545.54	97,950.21	104,056.00	6,105.79	94.13%
Automotive Services		1,126.07	24,528.86	25,000.00	471.14	98.12%
Jail Services		-	136.25	600.00	463.75	22.71%
Lexipol		-	26,198.92	-	(26,198.92)	#DIV/0!
Training		753.21	14,068.87	20,000.00	5,931.13	70.34%
Uniforms		1,230.71	15,154.26	10,500.00	(4,654.26)	144.33%
County Dispatch Fees		-	-	-	-	#DIV/0!
Animal Shelter		-	1,144.59	1,500.00	355.41	76.31%
Gift Expenses		69.55	883.70	-	(883.70)	#DIV/0!
Office Equipment		611.96	2,644.34	5,500.00	2,855.66	48.08%
Equipment Acquisition		-	118,990.70	127,500.00	8,509.30	93.33%
Court Equipment		-	-	-	-	#DIV/0!
Firearms / Range		10.79	3,320.80	5,750.00	2,429.20	57.75%
Taser / Axon		-	25,108.70	26,252.00	1,143.30	95.64%
		142,357.14	1,866,038.21	2,068,522.00	202,483.79	90.21%

CEMETERY

ACCOUNT TITLE	PERIOD	YEAR TO DATE	BUDGET	BUDGET VARIANCE	PERCENT USED	
SALARIES		9,678.36	110,773.30	116,106.00	5,332.70	95.41%
BENEFITS		3,390.24	31,502.86	30,188.00	(1,314.86)	104.36%
Fuel		179.84	3,703.95	5,000.00	1,296.05	74.08%
Operating Supplies		671.05	31,755.11	28,709.00	(3,046.11)	110.61%
Training		-	625.00	-	(625.00)	#DIV/0!
SOFTWARE		2,249.94	2,549.94	-	(2,549.94)	#DIV/0!
Professional Services		-	-	23,000.00	23,000.00	0.00%
Uniforms		-	1,146.63	650.00	(496.63)	176.40%
Utilities		364.78	7,909.40	12,000.00	4,090.60	65.91%
Repairs & Maintenance		81.93	642.27	12,000.00	11,357.73	5.35%
Equipment Maintenance		-	6,376.26	-	(6,376.26)	#DIV/0!
Forestry & Nursery		-	5,665.00	15,000.00	9,335.00	37.77%
Equipment Acquisition		-	727.96	1,700.00	972.04	42.82%
Cemetery Improvements		54,816.10	551,079.15	290,000.00	(261,079.15)	190.03%
		71,432.24	754,456.83	534,353.00	(220,103.83)	141.19%

PARKS

ACCOUNT TITLE	PERIOD	YEAR TO DATE	BUDGET	BUDGET VARIANCE	PERCENT USED	
SALARIES		13,477.01	162,466.06	159,688.00	(2,778.06)	101.74%
BENEFITS		3,359.92	32,078.08	41,519.00	9,440.92	77.26%
Fuel		305.11	10,396.43	12,000.00	1,603.57	86.64%
Operating Supplies		1,634.40	48,555.80	105,000.00	56,444.20	46.24%
Training		-	563.84	500.00	(63.84)	112.77%
SOFTWARE		2,249.94	2,549.94	-	(2,549.94)	#DIV/0!
Professional Services		3,050.00	14,467.88	37,500.00	23,032.12	38.58%
Uniforms		-	1,138.59	1,500.00	361.41	75.91%
Utilities		560.85	10,126.93	27,000.00	16,873.07	37.51%
Repairs & Maintenance		3,478.25	9,772.47	10,000.00	227.53	97.72%
Equipment Maintenance		22.48	27,768.58	5,000.00	(22,768.58)	555.37%
Forestry & Nursery		-	24,542.00	15,000.00	(9,542.00)	163.61%
Trails		-	-	2,000.00	2,000.00	0.00%
Equipment Acquisition		-	47,288.25	48,000.00	711.75	98.52%
Park Development		-	968.00	-	(968.00)	#DIV/0!
		28,137.96	392,682.85	464,707.00	72,024.15	84.50%

BUILDING

ACCOUNT TITLE	PERIOD	YEAR TO DATE	BUDGET	BUDGET VARIANCE	PERCENT USED
Operating Supplies		2,111.09	13,120.00	15,770.00	2,650.00 83.20%
SOFTWARE		-	-	-	#DIV/0!
Custodial Services		2,350.55	26,009.65	29,480.00	3,470.35 88.23%
Utilities		2,308.63	24,542.84	25,920.00	1,377.16 94.69%
Repairs & Maintenance		12,064.64	35,601.27	30,900.00	(4,701.27) 115.21%
Acq of Equipment		-	225.86	-	(225.86) #DIV/0!
Building					
Improvements/Equipmen		3,076.50	88,593.50	13,750.00	(74,843.50) 644.32%
Museum Lease Payments		-	-	-	#DIV/0!
		21,911.41	188,093.12	115,820.00	(72,273.12) 162.40%

MISCELLANEOUS

ACCOUNT TITLE	PERIOD	YEAR TO DATE	BUDGET	BUDGET VARIANCE	PERCENT USED
Treasurers Fees		-	4,819.81	6,000.00	1,180.19 80%
Miscellaneous Expense		-	23,682.65	6,000.00	(17,682.65) 395%
Equipment Acquisition		-	-	-	#DIV/0!
Economic Development		2,960.00	16,292.42	75,000.00	58,707.58 22%
Transfers to Other Funds		-	-	-	#DIV/0!
Shelton Trust Fund Grants		-	-	-	#DIV/0!
		2,960.00	44,794.88	87,000.00	42,205.12 51%

PLANNING AND DEVELOPMENT

ACCOUNT TITLE	PERIOD	YEAR TO DATE	BUDGET	BUDGET VARIANCE	PERCENT USED
Planner		3,335.00	28,298.60	75,000.00	46,701.40 38%
Professional Services		4,041.25	63,076.53	15,000.00	(48,076.53) 421%
Legal Fees		29.50	2,389.50	14,000.00	11,610.50 17%
Engineering		3,738.68	46,943.38	33,000.00	(13,943.38) 142%
Capital Projects		-	-	400,000.00	400,000.00 0%
		11,144.43	140,708.01	537,000.00	396,291.99 26%
		366,460.25	4,653,084.50	5,261,366.00	608,281.50 88%
		20,904.46	40,145.09	(983,979.00)	

LIBRARY

ACCOUNT TITLE	PERIOD	YEAR TO DATE	BUDGET	BUDGET VARIANCE	PERCENT USED
<u>REVENUE</u>					
Property Taxes	-	2,000,145.40	2,000,009.00	(136.40)	100.01%
Art Special Projects	-	385.00	-	(385.00)	#DIV/0!
Library Fines & Miscellaneous	12,043.52	12,848.39	500.00	(12,348.39)	2569.68%
Gifts & Memorials	-	325.00	-	(325.00)	#DIV/0!
Interest Income	12,717.16	71,758.99	500.00	(71,258.99)	14351.80%
Grant Proceeds	-	15,000.00	-	(15,000.00)	#DIV/0!
TOTAL REVENUE	24,760.68	2,100,462.78	2,001,009.00	(99,453.78)	104.97%
<u>EXPENDITURES</u>					
SALARIES	45,168.54	507,719.24	628,533.00	120,813.76	80.78%
BENEFITS	13,178.26	130,012.89	157,133.00	27,120.11	82.74%
Transfers out General Fund					
Administration costs	-	-	31,740.00	31,740.00	0.00%
IT	3,177.64	14,768.96	20,000.00	5,231.04	73.84%
Community Engagement	805.00	7,577.63	15,000.00	7,422.37	50.52%
Emergencies	-	-	-	-	#DIV/0!
Operating Supplies	1,038.77	17,870.45	20,000.00	2,129.55	89.35%
Public Relations	99.61	11,137.74	11,000.00	(137.74)	101.25%
Postage	-	-	500.00	500.00	0.00%
Communications	42.36	2,982.19	6,018.00	3,035.81	49.55%
Mileage Reimbursements	143.13	996.81	3,500.00	2,503.19	28.48%
Training/ travel/ meetings	950.06	19,400.70	22,050.00	2,649.30	87.99%
Insurance	241.19	10,452.32	25,800.00	15,347.68	40.51%
Contract Services	4,027.57	75,332.58	65,000.00	(10,332.58)	115.90%
Utilities	1,821.09	13,331.87	20,000.00	6,668.13	66.66%
Repairs & Maintenance	2,360.22	34,781.50	38,500.00	3,718.50	90.34%
Media	1,293.73	14,426.80	20,000.00	5,573.20	72.13%
Art Expense Special Projects	-	10,225.00	10,000.00	(225.00)	102.25%
Print	5,018.04	30,573.19	35,000.00	4,426.81	87.35%
Reference	-	-	-	-	#DIV/0!
Periodicals	838.75	3,526.83	5,150.00	1,623.17	68.48%
Gift Expenses	256.01	1,965.05	2,500.00	534.95	78.60%
Makers Space	299.60	12,565.63	18,000.00	5,434.37	69.81%
Library Programs	7,625.77	48,005.54	60,000.00	11,994.46	80.01%
Summer Reading	-	19,786.07	10,000.00	(9,786.07)	197.86%
1000 books before Kindergarten	-	3,650.84	-	(3,650.84)	#DIV/0!
Acq of Equipment	5,737.46	35,618.81	32,000.00	(3,618.81)	111.31%
Capital Projects	2,655.00	63,372.72	953,500.00	890,127.28	6.65%
TOTAL EXPENDITURES	96,777.80	1,090,081.36	2,210,924.00	1,120,842.64	49.30%
NET SURPLUS (DEFICIT)	(72,017.12)	1,010,381.42	(209,915.00)		

STREETS

ACCOUNT TITLE	PERIOD	YEAR TO DATE	BUDGET	BUDGET VARIANCE	PERCENT USED
<u>REVENUE</u>					
Highway Users Tax		17,122.35	173,842.72	185,114.00	93.91%
County Road & Bridge		-	35,316.00	54,000.00	65.40%
Sales Tax		134,214.67	1,097,581.44	1,138,150.00	96.44%
B & "D" Tax		1,583.02	18,991.92	20,000.00	94.96%
Motor Vehicle Fees		1,659.52	20,392.35	25,000.00	81.57%
Right of Way Permits		700.00	2,900.00	1,050.00	276.19%
Easements		-	274,172.80	-	#DIV/0!
Miscellaneous		-	-	50,162.00	0.00%
Mineral & Severance Taxes		-	100,000.00	-	#DIV/0!
Interest Income		6,710.79	37,682.98	33.00	114190.85%
Grant Proceeds		-	6,341.25	1,260,000.00	0.50%
Transfers In - Impact Fees		-	-	-	#DIV/0!
TOTAL REVENUE		161,990.35	1,767,221.46	2,733,509.00	64.65%
<u>EXPENDITURES</u>					
SALARIES		9,454.39	127,742.03	131,504.00	97.14%
BENEFITS		2,005.09	27,496.66	31,567.00	87.11%
Fuel		1,029.71	9,067.90	7,000.00	129.54%
Pavement Data Collection		-	3,599.00	-	#DIV/0!
Roundabout		-	54,084.78	-	#DIV/0!
IT		33.53	297.99	-	#DIV/0!
Sales Tax Initiative		296.25	65,408.90	-	#DIV/0!
Office Supplies		-	86.45	-	#DIV/0!
Operating Supplies		608.18	33,562.10	30,000.00	111.87%
Training		90.00	495.00	-	#DIV/0!
Insurance		-	7,378.97	10,128.00	72.86%
SOFTWARE		2,249.93	2,549.93	-	#DIV/0!
Professional Services		-	26,585.88	79,000.00	33.65%
Snow Removal - Private Con		-	667.50	2,500.00	26.70%
Engineering		-	-	-	#DIV/0!
Engineering Services		1,768.50	48,522.95	200,000.00	24.26%
Uniforms		-	1,478.09	850.00	173.89%
Utilities		24.12	594.89	-	#DIV/0!
Street Lighting		4,253.69	114,843.45	108,479.00	105.87%
Repairs & Maintenance		1,843.26	19,692.60	-	#DIV/0!
Equipment Maintenance		-	37,895.92	20,000.00	189.48%
Signs		-	13,626.51	20,000.00	68.13%
Surface Maint - Patching		30,521.22	166,705.14	100,000.00	166.71%
Equipment Acquisition		-	47,861.26	31,700.00	150.98%
Street Scape 1st Street Projec		4,035.00	92,853.40	2,000,000.00	4.64%
Street Capital Improvements		225.00	68,185.66	572,696.00	11.91%
Sidewalk Construction		375.00	3,216.05	30,000.00	10.72%
Storm Sewer Construction		-	22,917.16	60,000.00	38.20%
TOTAL EXPENDITURES		58,812.87	997,416.17	3,435,424.00	29.03%
NET SURPLUS (DEFICIT)		103,177.48	769,805.29	(701,915.00)	

WATER

ACCOUNT TITLE	PERIOD	YEAR TO DATE	BUDGET	BUDGET VARIANCE	PERCENT USED
<u>REVENUE</u>					
Water Service Fees		158,776.60	2,271,258.03	2,601,500.00	330,241.97 87.31%
Water Tap Fees		-	-	40,800.00	40,800.00 0.00%
Loan Proceeds		-	-	-	- #DIV/0!
Water Rental Revenue		-	67,592.00	-	(67,592.00) #DIV/0!
Back Flow Permit Fee		75.00	600.00	-	(600.00) #DIV/0!
Miscellaneous Revenue		-	275.04	400.00	124.96 68.76%
Interest Revenue		8,690.12	46,786.50	125.00	(46,661.50) 37429.20%
Grants		-	-	25,000.00	25,000.00 0.00%
TOTAL REVENUE		167,541.72	2,386,511.57	2,667,825.00	281,313.43 89.46%
<u>EXPENDITURES</u>					
SALARIES		10,388.88	122,127.25	167,184.00	45,056.75 73%
BENEFITS		3,449.97	39,879.05	43,468.00	3,588.95 92%
Fuel		200.85	3,326.52	5,500.00	2,173.48 60%
IT		874.95	9,569.30	6,000.00	(3,569.30) 159%
NWCWD Plant Investments		-	-	264,750.00	264,750.00 0%
Water bank purchases		-	-	300,000.00	300,000.00 0%
Office Supplies		-	1,979.03	4,200.00	2,220.97 47%
Operating Supplies		1,130.28	63,279.72	30,000.00	(33,279.72) 211%
Miscellaneous Expense		-	1,681.47	7,000.00	5,318.53 24%
Training		-	1,222.61	-	(1,222.61) #DIV/0!
Insurance		-	15,947.45	23,328.00	7,380.55 68%
SOFTWARE		2,249.93	2,549.93	-	(2,549.93) #DIV/0!
Professional Services		5,856.00	107,913.08	135,910.00	27,996.92 79%
Engineering Services		518.25	16,878.68	14,000.00	(2,878.68) 121%
Backflow Prevention Inspection		4,380.00	8,200.00	-	(8,200.00) #DIV/0!
Uniforms		-	752.72	1,000.00	247.28 75%
Utilities		1,690.62	16,843.55	17,000.00	156.45 99%
Repairs & Maintenance		29.39	18,837.53	175,000.00	156,162.47 11%
Equipment Maintenance		259.05	4,755.81	-	(4,755.81) #DIV/0!
Water Assessments		-	88,573.65	134,873.00	46,299.35 66%
Escrow Expense		-	-	-	- #DIV/0!
NISP Expenses		-	751,270.00	751,270.00	- 100%
WATER AUTHORITY		-	50,000.00	60,000.00	10,000.00 83%
Depreciation Expense		-	-	-	- #DIV/0!
Bond Issue Amortization Expens		-	-	-	- #DIV/0!
Loan Issue Amortization Expens		-	-	170,758.00	170,758.00 0%
Water Rental Expense		-	-	-	- #DIV/0!
NWCWD Purchases		49,010.94	752,921.96	1,136,979.00	384,057.04 66%
Bond Interest Expense		-	-	-	- #DIV/0!
Loan Interest Expense		-	155,233.17	-	(155,233.17) #DIV/0!
Scada System		1,328.33	2,921.66	5,000.00	2,078.34 58%
Water Plant		-	-	60,000.00	60,000.00 0%
Equipment		-	44,430.00	42,000.00	(2,430.00) 106%
Capital Projects		-	21,262.62	736,000.00	714,737.38 3%
Transfers Out - Administration		-	-	86,006.00	86,006.00 0%
TOTAL EXPENDITURES		81,367.44	2,302,356.76	4,377,226.00	2,074,869.24 53%
NET SURPLUS (DEFICIT)		86,174.28	84,154.81	(1,709,401.00)	

SEWER

ACCOUNT TITLE	PERIOD	YEAR TO DATE	BUDGET	BUDGET VARIANCE	PERCENT USED
<u>REVENUE</u>					
Sewer Service Fees		76,906.25	859,873.26	914,654.00	54,780.74 94.01%
Sewer Tap Fees		-	-	9,000.00	9,000.00 0.00%
Miscellaneous Revenue		-	-	-	#DIV/0!
Interest Revenue		1,909.18	15,674.30	300.00	(15,374.30) 5224.77%
TOTAL REVENUE		78,815.43	875,547.56	923,954.00	48,406.44 94.76%
<u>EXPENDITURES</u>					
SALARIES		9,917.85	108,991.51	149,487.00	40,495.49 73%
BENEFITS		2,580.14	28,237.39	35,946.00	7,708.61 79%
Fuel		121.30	1,992.29	3,240.00	1,247.71 61%
IT		841.43	9,326.99	7,000.00	(2,326.99) 133%
Office Supplies		-	1,719.99	4,200.00	2,480.01 41%
Operating Supplies		2,055.86	19,539.16	55,157.00	35,617.84 35%
NPDES Permit Fees		-	4,901.92	5,245.00	343.08 93%
Training		-	360.00	6,000.00	5,640.00 6%
Insurance		-	21,714.48	39,690.00	17,975.52 55%
SOFTWARE		2,249.93	2,549.93	-	(2,549.93) #DIV/0!
Professional Services		1,093.99	217,750.25	72,000.00	(145,750.25) 302%
Engineering Services		251.50	14,555.95	10,000.00	(4,555.95) 146%
Uniforms		-	1,174.14	1,000.00	(174.14) 117%
Utilities		11,484.64	83,537.63	97,241.00	13,703.37 86%
Repairs & Maintenance		217.85	58,321.83	150,500.00	92,178.17 39%
Equipment Maintenance		-	4,999.54	-	(4,999.54) #DIV/0!
Depreciation Expense		-	-	-	- #DIV/0!
Bond Premium Amortization		-	-	-	- #DIV/0!
Lease Payments		-	-	-	- #DIV/0!
Interest Expense		-	-	-	- #DIV/0!
Loan Interest Expense		-	314,163.50	314,163.00	(0.50) 100%
Scada System		4,347.33	5,940.67	5,000.00	(940.67) 119%
Equipment Acquisition		-	55,235.24	130,000.00	74,764.76 42%
Capital Projects		-	144,294.65	462,500.00	318,205.35 31%
Transfers Out - Administration		-	-	86,006.00	86,006.00 0%
TOTAL EXPENDITURES		35,161.82	1,099,307.06	1,634,375.00	535,067.94 67%
NET SURPLUS (DEFICIT)		43,653.61	(223,759.50)	(710,421.00)	

SANITATION

ACCOUNT TITLE	PERIOD	YEAR TO DATE	BUDGET	BUDGET VARIANCE	PERCENT USED
<u>REVENUE</u>					
Trash Collection Fees		52,388.84	568,043.73	597,777.00	29,733.27 95.03%
Miscellaneous Revenue		-	-	-	#DIV/0!
TOTAL REVENUE		52,388.84	568,043.73	597,777.00	29,733.27 95.03%
<u>EXPENDITURES</u>					
Office Supplies		359.40	2,686.95	2,000.00	(686.95) 134.35%
Miscellaneous Expense		-	-	3,000.00	3,000.00 0.00%
Insurance		-	1,395.13	600.00	(795.13) 232.52%
Professional Services		1,250.67	19,995.59	25,000.00	5,004.41 79.98%
Fall Clean Up		5,280.36	5,280.36	-	(5,280.36) #DIV/0!
Spring Clean Up		-	27,198.89	29,700.00	2,501.11 91.58%
Depreciation Expense		-	-	-	#DIV/0!
Trash Contractor Payments		45,586.19	482,686.73	508,872.00	26,185.27 94.85%
Capital Projects		-	-	1,000.00	1,000.00 0.00%
Transfers Out - Administration		-	-	12,000.00	12,000.00 0.00%
TOTAL EXPENDITURES		52,476.62	539,243.65	582,172.00	42,928.35 92.63%
NET SURPLUS (DEFICIT)		(87.78)	28,800.08	15,605.00	

IRRIGATION

ACCOUNT TITLE	PERIOD	YEAR TO DATE	BUDGET	BUDGET VARIANCE	PERCENT USED
<u>REVENUE</u>					
Irrigation Water Fees		15,550.46	166,024.01	168,000.00	1,975.99 98.82%
Irrigation Tap Fees		-	-	-	#DIV/0!
Miscellaneous Revenue		-	-	-	#DIV/0!
Interest Revenue		-	-	-	#DIV/0!
TOTAL REVENUE		15,550.46	166,024.01	168,000.00	1,975.99 98.82%
<u>EXPENDITURES</u>					
Office Supplies		-	955.07	757.00	(198.07) 126.17%
Operating Supplies		179.70	1,009.71	283.00	(726.71) 356.79%
Miscellaneous Expense		-	-	-	#DIV/0!
Insurance		-	1,066.75	1,350.00	283.25 79.02%
Professional Services		17,217.41	87,829.17	36,000.00	(51,829.17) 243.97%
Utilities		1,386.06	19,335.20	28,000.00	8,664.80 69.05%
Repairs & Maintenance		-	3,970.46	28,000.00	24,029.54 14.18%
Depreciation Expense		-	-	-	#DIV/0!
Scada System		1,328.34	2,921.67	-	(2,921.67) #DIV/0!
Capital Projects		-	74,757.94	80,000.00	5,242.06 93.45%
Transfers Out - Administration		-	-	-	#DIV/0!
TOTAL EXPENDITURES		20,111.51	191,845.97	174,390.00	(17,455.97) 110.01%
NET SURPLUS (DEFICIT)		(4,561.05)	(25,821.96)	(6,390.00)	

Budget adjustments included in year end entries

EATON HOUSING AUTHORITY

ACCOUNT TITLE	PERIOD	YEAR TO DATE	BUDGET	BUDGET VARIANCE	PERCENT USED
<u>REVENUE</u>					
Tenant Rents		-	-	255,653.00	255,653.00 0%
HUD Subsidies		35,846.00	245,095.00	276,867.00	31,772.00 89%
Laundry & Other		108.69	1,012.27	3,500.00	2,487.73 29%
Interest Revenue		202.89	1,768.80	230.00	(1,538.80) 769%
TOTAL REVENUE		36,157.58	247,876.07	536,250.00	288,373.93 46.22%
<u>EXPENDITURES</u>					
SALARIES		5,250.00	74,003.53	126,718.00	52,714.47 58%
BENEFITS		844.20	14,961.73	32,947.00	17,985.27 45%
Fuel		-	77.55	1,378.00	1,300.45 6%
IT		-	55.66	1,590.00	1,534.34 4%
Maintenance Supplies		-	860.62	25,440.00	24,579.38 3%
Maintenance Contract Service		-	-	78,440.00	78,440.00 0%
Snow Removal		-	-	7,500.00	7,500.00 0%
Grounds Maintenance		-	-	25,705.00	25,705.00 0%
Capital Projects		-	-	50,000.00	50,000.00 0%
Miscellaneous Operating Expens		-	828.73	4,000.00	3,171.27 21%
Electricity		-	-	41,340.00	41,340.00 0%
Water		-	-	28,763.00	28,763.00 0%
Sewer		-	-	23,650.00	23,650.00 0%
Gas		-	-	19,346.00	19,346.00 0%
Trash Removal		-	-	4,077.00	4,077.00 0%
Communications		-	-	1,994.00	1,994.00 0%
Management Fees		-	-	19,945.00	19,945.00 0%
Office Supplies		-	-	4,268.00	4,268.00 0%
SHO Fees				7,200.00	
Consulting Fees				19,200.00	
Training		-	-	1,060.00	1,060.00 0%
Professional Services		582.64	6,024.55	37,908.00	31,883.45 16%
Office Equipment		-	-	1,060.00	1,060.00 0%
Workers Comp Insurance		-	(657.00)	3,709.00	4,366.00 -18%
Miscellaneous Admin Expenses		-	21.00	-	(21.00) #DIV/0!
Property & Liability Insurance		-	10,602.41	13,880.00	3,277.59 76%
Fidelity Bond Insurance		-	-	-	- #DIV/0!
Mortgage Interest Expense		-	-	-	- #DIV/0!
Depreciation Expense		-	-	-	- #DIV/0!
Automotive Services		-	-	-	- #DIV/0!
Mileage Reimbursements		-	-	-	- #DIV/0!
Repairs & Maintenance		-	6,457.26	-	(6,457.26) #DIV/0!
Capital Equipment		-	-	10,600.00	10,600.00 0%
TOTAL EXPENDITURES		6,676.84	113,236.04	591,718.00	478,481.96 19.14%
NET SURPLUS (DEFICIT)		29,480.74	134,640.03	(55,468.00)	

SPECIAL REVENUE

ACCOUNT TITLE	PERIOD	YEAR TO DATE	BUDGET	BUDGET VARIANCE	PERCENT USED
<u>REVENUE</u>					
Use Tax		3,533.95	29,521.17	50,000.00	20,478.83 59.04%
Police Impact Fees		-	-	800.00	800.00 0.00%
Municipal & Equipment Fees		-	-	2,960.00	2,960.00 0.00%
Community Park Fees		-	-	1,016.00	1,016.00 0.00%
Neighborhood Park Fees		-	-	2,300.00	2,300.00 0.00%
Transfers From Other Funds		-	-	-	#DIV/0!
TOTAL REVENUE		3,533.95	29,521.17	57,076.00	27,554.83 51.72%
<u>EXPENDITURES</u>					
Use Tax Expenses		-	-	60,000.00	60,000.00 0.00%
Police Fee Expenses		-	-	10,000.00	10,000.00 0.00%
Muni/Equip Expenses		-	-	10,000.00	10,000.00 0.00%
Community Park Expenses		-	-	5,000.00	5,000.00 0.00%
Neighborhood Park Expenses		-	143,124.28	75,000.00	(68,124.28) 190.83%
TOTAL EXPENDITURES		-	143,124.28	160,000.00	16,875.72 89.45%
NET SURPLUS (DEFICIT)		3,533.95	(113,603.11)	(102,924.00)	

TREASURER'S REPORT

November 30, 2023

FAITH SMITH - FINANCE DIRECTOR

GENERAL FUND		
CASH ON DEPOSIT - 10/31/2023	\$88,265.67	
DEPOSITS October	64,959.25	
CHECKS PAID DURING November		\$2,777.27
CASH ON DEPOSIT - 11/30/2023		150,447.65
	\$153,224.92	\$153,224.92

NEW OPERATING ACCOUNT		
CASH ON DEPOSIT - 10/31/2023	\$8,401,129.30	
DEPOSITS November	\$710,647.11	
CHECKS PAID DURING November		\$924,967.20
CASH ON DEPOSIT - 11/30/2023		\$8,186,809.21
	\$9,111,776.41	\$9,111,776.41

CASH ON DEPOSIT - COLOTRUST	\$4,205,067.99	
CASH ON DEPOSIT - CSAFE	\$4,203,744.74	
BANK OF COLORADO CD @ 2.25	183,121.81	
BANK OF COLORADO CD @ 2.25	332,209.54	
BANK OF COLORADO CD @ 2.25	84,124.40	
FEDERAL FARM BANK BONDS @ .25%	235,307.50	market value
FEDERAL HOME LOAN BANKS @ .53%	232,197.50	market value
RESOLUTION FDG FED BONDS @ 1.45%	227,607.50	market value
Federal Farm Bank bonds @ 1.29	242,387.50	market value
United Sts Treas .46%	246,005.00	market value

TOTAL CASH & DEPOSITS **\$14,325,285.60**

ACCOUNTS PAYABLE		
CASH ON DEPOSIT - 10/31/2023	\$0.53	
Deposits	\$922,740.00	
CHECKS PAID DURING November		\$922,740.51
CASH ON DEPOSIT - 11/30/2023		\$0.02
	\$922,740.53	\$922,740.53

Payroll		
CASH ON DEPOSIT - 10/31/2023	\$609,726.90	
Deposits	\$0.00	
CHECKS PAID DURING November		\$279,875.19
CASH ON DEPOSIT - 11/30/2023		\$329,851.71
	\$609,726.90	\$609,726.90

EATON CEMETERY CARE FUND		
CASH ON DEPOSIT - 10/31/2023	\$141,968.25	
Transfer for Perp. Care		
BANK OF COLORADO CD @ 2.50 Cash on Deposit 11/30/2023		\$141,968.25
	\$141,968.25	\$141,968.25

MUNICIPAL COURT ACCOUNT Bank of Colorado		
CASH ON DEPOSIT - 10/31/2023	\$52,943.64	
Deposits	\$14.30	
CHECKS PAID DURING November		-
CASH ON DEPOSIT - 11/30/2023		\$52,957.94
	\$52,957.94	\$52,957.94

WATER RESERVE ACCOUNT		
CASH ON DEPOSIT - 10/31/2023	\$157,890.00	
INTEREST RECEIVED		
BANK OF COLORADO CD @ 2.25 Cash on Deposit 11/30/2023		\$157,890.00
	\$157,890.00	\$157,890.00

TREASURER'S REPORT

SEWER RESERVE ACCOUNT

CASH ON DEPOSIT -10/31/2023	\$247,042.47	
INTEREST RECEIVED		
BANK OF COLORADO CD @ 2.5 Cash on		
Deposit 11/30/2023		\$247,042.47
	\$247,042.47	\$247,042.47

SHELTON TRUST FUND

CASH ON DEPOSIT - 10/31/2023	\$3,129.85	
INTEREST RECEIVED		
Transfers with draws		
		Transferred to new operating in December 2023
BANK OF COLORADO SAVINGS ACCT		for Eaton Area historical society purchases
11/30/2023		approved by the board.
	\$3,129.85	3,129.85
	\$3,129.85	\$3,129.85

PLANNING AND DEVELOPMENT ACCOUNT

CASH ON DEPOSIT - 10/31/2023	\$504,862.31	
Deposits	\$1,665.75	
CHECKS PAID DURING November		1,500.00
CASH ON DEPOSIT - 11/30/2023		\$505,028.06
	\$506,528.06	\$506,528.06

TOWN OF EATON, COLORADO
RESOLUTION NO. 2024-01

**RESOLUTION DESIGNATING THE PUBLIC PLACES FOR
POSTING NOTICES PURSUANT TO C.R.S. § 24-6-402(2)(c)**

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

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

WHEREAS, Section 24-6-402(2)(c), C.R.S., requires that the Town Board annually, at its first regular meeting of the calendar year, designate the public places for posting notices of meetings; and

WHEREAS, Section 24-6-402(2)(c), C.R.S., further requires that the notices be published at least twenty-four (24) hours prior to a meeting; and

WHEREAS, consistent with state law, the Town Board hereby desires to designate the Town’s website and Town Hall as the location to post notices of Town Board meetings.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN BOARD OF THE TOWN OF EATON, COLORADO, THAT the following public places are designated for posting notices of Town Board meetings:

1. The Town’s website: www.eatonco.org; and
2. Town Hall: 223 First Street, Eaton, CO 80615.

PASSED, SIGNED, APPROVED, AND ADOPTED this 18th day of January, 2024.

TOWN OF EATON, COLORADO

ATTEST:

By: _____
Margaret Jane Winter, Town Clerk

By: _____
Scott E. Moser, Mayor

TOWN OF EATON, COLORADO
RESOLUTION NO. 2024-02

RESOLUTION ADOPTING THE ANNUAL THREE-MILE PLAN

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

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

WHEREAS, Section § 31-12-105(1)(e), C.R.S., provides that, for purposes of annexation, each municipality shall prepare a plan for the geographic area within three miles in any direction from the municipality’s borders generally describing the proposed location, character, and extent of streets, subways, bridges, waterways, waterfronts, parkways, playgrounds, squares, parks, aviation fields, other public ways, grounds, open spaces, public utilities, and terminals for water, light, sanitation, transportation, and power to be provided by the municipality and the proposed land uses for the area (“Three-Mile Plan”); and

WHEREAS, to comply with the statutory directive, the Town Board desires to adopt the annual Three-Mile Plan.

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

Section 1. For purposes of C.R.S. § 31-12-105(1)(e)(I), the Town Board hereby adopts the 2020 Comprehensive Plan of the Town of Eaton, dated September 10, 2020, as amended, as the Town of Eaton’s Three-Mile Plan.

RESOLVED AND PASSED this 18th day of January, 2024.

Scott E. Moser, Mayor

ATTEST:

Margaret Jane Winter, Town Clerk



Eaton Town Board Agenda Item

TO: Board Of Trustees
FROM: Jane Winter, Town Clerk
DATE of MEETING: January 18, 2024
TITLE/SUBJECT: Liquor License Hearing/Heritage Market, LLC

DESCRIPTION

Applicant & Title: Katherine A. Rohn, Co-Owner and John F. Rohn, Co-Owner
Business Address: 180 South Elm Avenue, Eaton, CO 80615
Purpose: To obtain a Retail Fermented Malt and Wine (City) Liquor License.

SUMMARY

Katherine and John Rohn, owners of Heritage Market, LLC are wanting to add Retail Fermented Malt Beverages and Wine to their retail establishment. Their business opened in 2008 and provides various services and departments for the residents of Eaton and the surrounding areas.

KEY POINTS

- Applicants submitted the application on 12/8/23
- Fingerprinting/background checks were conducted and approved
- Posted public hearing at premise on 1/5/24, following state guidelines
- Published public hearing in The Herald-Voice on 1/11/24, following state guidelines
- Petitions Circulated: 12/28/23 through 1/8/24
 - 34 Total Residential Addresses; 34 Favor and 0 Oppose
 - 10 Total Business Addresses; 9 Favor and 0 Oppose and 1 Incomplete
- Inspection of proposed premise will be mid to late February 2024



223 1st St, Eaton, CO 80615



(970) 454-3338



townofeaton.colorado.gov

RECOMMENDATION

Approve the liquor license, based on all requirements being met and their character, record and reputation are above satisfactory to hold the license for which they have applied.

BOT ACTION

I move to **approve** the Retail Fermented Malt and Wine (City) Liquor License for Heritage Market, LLC.

I move to **deny** the Retail Fermented Malt and Wine (City) Liquor License for Heritage Market, LLC for the reason of _____,

I move to **postpone** a decision at this time for the reason of _____ and continue the Public Hearing on _____, for the Retail Fermented Malt Beverage and Wine (City) Liquor License for Heritage Market, LLC.

Colorado Beer and Wine License Application

This application only applies to Fermented Malt Beverage On-Premises, Fermented Malt Beverage On/Off-Premises, and Fermented Malt Beverage and Wine Retailer.

<input checked="" type="checkbox"/> New License		<input checked="" type="checkbox"/> New-Concurrent		<input type="checkbox"/> Transfer of Ownership	
<p>• All answers must be printed in black ink or typewritten</p> <p>• Applicant must check the appropriate box(es)</p> <p>• Local license fee \$ <u>1,003.75</u></p> <p>• Applicant should obtain a copy of the Colorado Liquor and Beer Code: SBG.Colorado.gov/Liquor</p>					
1. Applicant is applying as a/an					
<input type="checkbox"/> Corporation		<input type="checkbox"/> Partnership (includes Limited Liability and Husband and Wife Partnerships)			
<input type="checkbox"/> Individual		<input checked="" type="checkbox"/> Limited Liability Company		<input type="checkbox"/> Association or Other	
2. Applicant(s) if an LLC, name of LLC; if partnership, at least 2 partners' names; if corporation, name of corporation					
<u>Heritage Market LLC</u>				FEIN	
2a. Trade Name of Establishment (DBA)					
<u>Heritage Market</u>				State Sales Tax No.	Business Telephone
3. Address of Premises (specify exact location of premises)					
<u>180 South Elm Ave</u>					
City		County		State	ZIP Code
<u>ERFON</u>		<u>WELD</u>		<u>CO</u>	<u>80615</u>
4. Mailing Address (Number and Street)					
<u>P.O. Box 278</u>		City or Town		State	ZIP Code
		<u>ERFON</u>		<u>CO</u>	<u>80615</u>
5. Email Address					
<u>heritagemarketco@gmail.com</u>					
6. If the premises currently has a liquor or beer license, you MUST answer the following questions					
Present Trade Name of Establishment (DBA)		Present State License No.		Present Class of License	Present Expiration Date
Section A Nonrefundable Application Fees			Section B Fermented Malt Beverage License Fees		
<input type="checkbox"/> Application Fee for New License \$1,100.00			<input type="checkbox"/> Retail Fermented Malt Beverage On-Premises (City) \$96.25		
<input checked="" type="checkbox"/> Application Fee for New License - w/Concurrent Review \$1,200.00			<input type="checkbox"/> Retail Fermented Malt Beverage On-Premises (County) \$117.50		
<input type="checkbox"/> Application Fee for Transfer \$1,100.00			<input checked="" type="checkbox"/> Retail Fermented Malt Beverage and Wine (City) \$96.25		
			<input type="checkbox"/> Retail Fermented Malt Beverage and Wine (County) \$117.50		
			<input type="checkbox"/> Retail Fermented Malt Beverage On/Off-Premises (City) \$96.25		
			<input type="checkbox"/> Retail Fermented Malt Beverage On/Off-Premises (County) \$117.50		
			<input type="checkbox"/> Master File Location Fee \$25.00 x _____ Total _____		
			<input type="checkbox"/> Master File Background \$250.00 x _____ Total _____		
<p>Questions? Visit SBG.Colorado.gov/Liquor for more information</p> <p>Do Not Write In This Space - For Department Of Revenue Use Only</p>					
Liability Information					
License Account Number		Liability Date:		License Issued Through: (Expiration Date)	
					Total
					\$

Application Documents Checklist and Worksheet

Instructions: This checklist should be utilized to assist applicants with filing all required documents for licensure. All documents must be properly signed and correspond with the name of the applicant exactly. All documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable.

Questions? Visit: SBG.Colorado.gov/Liquor for more information.

Items Submitted, Please Check all Appropriate Boxes Completed or Documents Submitted	
I.	Applicant Information <input checked="" type="checkbox"/> A. Applicant/Licensee identified <input checked="" type="checkbox"/> B. State sales tax license number listed or applied for at time of application <input checked="" type="checkbox"/> C. License type or other transaction identified <input checked="" type="checkbox"/> D. Submit originals to local authority <i>12.8.23</i> <input type="checkbox"/> E. Additional information required by the local licensing authority
II.	Diagram of the Premises <input checked="" type="checkbox"/> A. No larger than 8 1/2" X 11" <input type="checkbox"/> B. Dimensions included (does not have to be to scale). Exterior areas should show control (fences, walls, etc.) <input type="checkbox"/> C. Separate diagram for each floor (if multiple levels) <input type="checkbox"/> D. Bold/Outlined licensed premises
III.	Proof of Property Possession (One Year Needed) <input type="checkbox"/> A. Deed in name of the applicant ONLY (or) (matching question #2) date stamped/filed with County Clerk <input checked="" type="checkbox"/> B. Lease in the name of the applicant ONLY (matching question #2) <input type="checkbox"/> C. Lease Assignment in the name of the applicant (ONLY) with proper consent from the Landlord and acceptance by the applicant <input type="checkbox"/> D. Other agreement if not deed or lease
IV.	Background Information (DR 8404-I) and Financial Documents <input checked="" type="checkbox"/> A. Individual History Record(s) (Form DR 8404-I) Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members) <input checked="" type="checkbox"/> B. Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved state vendor. Master File applicants submit results to the State. Do not complete fingerprint cards prior to submitting your application. The Vendors are as follows: IdentoGO – https://uenroll.identogo.com/ Phone: (844) 539-5539 (toll-free) Colorado Fingerprinting – http://www.coloradofingerprinting.com Appointment Scheduling Website: http://www.coloradofingerprinting.com/cabs/ Phone: (720) 292-2722 Toll Free: (833) 224-2227 Details about the vendors and fingerprinting in Colorado can be found on CBI's website here: https://cbi.colorado.gov/sections/biometric-identification-and-records-unit/employment-and-background-checks <input type="checkbox"/> C. Purchase agreement, stock transfer agreement, and/or authorization to transfer license <input type="checkbox"/> D. List of all notes and loans.
V.	Sole Proprietor/Husband and Wife Partnership (if applicable) <input type="checkbox"/> A. Form DR 4679 <input checked="" type="checkbox"/> B. Copy of State Issued Driver's License or Identification Card for each Applicant
VI.	Corporate Applicant Information (If Applicable) <input type="checkbox"/> A. Certificate of Incorporation <input checked="" type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Certificate of Authorization if foreign corporation (out of state applicants only)
VII.	Partnership Applicant Information (If Applicable) <input type="checkbox"/> A. Partnership Agreement (general or limited). <input type="checkbox"/> B. Certificate of Good Standing
VIII.	Limited Liability Company Applicant Information (If Applicable) <input checked="" type="checkbox"/> A. Copy of Articles of Organization <input checked="" type="checkbox"/> B. Certificate of Good Standing <input checked="" type="checkbox"/> C. Copy of Operating Agreement (if applicable) <input type="checkbox"/> D. Certificate of Authorization if foreign LLC (out of state applicants only)

7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years? Yes No

8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):

(a) been denied an alcohol beverage license?

(b) had an alcohol beverage license suspended or revoked?

(c) had interest in another entity that had an alcohol beverage license suspended or revoked?

If you answered yes to 8a, b or c, explain in detail on a separate sheet

9. Has the premises to be licensed been denied within the preceding one year? If "yes," explain in detail.

10. Is the proposed Fermented Malt Beverage and Wine Retailer license within 500 feet of any public or parochial school, the principal campus of any college, university, or seminary? NOTE: The distances are to be computed using the methods outlined under C.R.S. 44-3-313(1)(d)(II). Some limited exceptions apply under C.R.S. 44-3-313.

11. Is the proposed Fermented Malt Beverage and Wine Retailer license, or On/Off premises license, within 500 feet of a Retail Liquor Store licensed under section 44-3-409 C.R.S.? Distance should be determined using guidelines outlined in 44-3-301(12)(c) C.R.S.

12. Are you applying for a Fermented Malt Beverage On and Off Premises License? If yes, answer subparts a and b. If No, go to question 13.

(a) The FMB On/Off is located in a county with a population of > 35,000.

(b) The FMB On/Off is located in an "underserved area" within a county with population of < 35,000 but lies outside of a municipal boundaries or is a city or town with population of > 75,500.

Note - The population is determined from the recently available United States Census Bureau.

13. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any current or former financial interest in said business including any loans to or from a licensee.

14. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by virtue of ownership, lease or other arrangement?

Ownership Lease Other (Explain in Detail) _____

a. If leased, list name of landlord and tenant, and date of expiration, EXACTLY as they appear on the lease:

Landlord <i>AgClarity</i>	Tenant <i>Ken Jago Market</i>	Expires <i>2028</i>
------------------------------	----------------------------------	------------------------

b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 13.

c. Attach a diagram or designate the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".

15. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.

Last Name	First Name	Date of Birth	FEIN or SSN	Interest
<i>N/A</i>				

Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.

16. Name of Manager(s) for all on premises applicants.

Last Name <i>Robb</i>	First Name <i>Brandon</i>	Date of Birth
--------------------------	------------------------------	---------------

17. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number.

18. Tax Information.

- a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? Yes No
- b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? Yes No

19. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the Applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment to be fingerprinted by an approved State Vendor through the Vendor's website. See application checklist, Section IV, for details.

Name	Home Address, City & State	Date of Birth	Position	% Owned
Katherine A. Robb				
John F. Robb	Eaton, CO		Co-owner	70
	Eaton, CO		Counselor	30

** If applicant is owned 100% by a parent company, please list the designated principal officer on above.
 ** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable)
 ** If total ownership percentage disclosed here does not total 100%, applicant must check this box:
 Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.

Oath of Applicant

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.

Authorized Signature: *John F. Robb* Printed Name and Title: John F. Robb, Counselor Date: 12-7-23

Report and Approval of Local Licensing Authority (City/County)

Date application filed with local authority: 12-8-2023
 Date of local authority hearing - for new license applicants cannot be less than 30 days from date of application 44-3-311(1) C.R.S.

- Each person required to file DR 8404-I has been:
- Fingerprinted
 - Subject to background investigation, including NCIC/CCIC check for outstanding warrants

That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license.

(Check One)

- Date of Inspection or Anticipated Date _____
- Upon approval of state licensing authority
- New Fermented Malt Beverage Off Premises licenses, and On/Off Premises licenses, distance requirements of 44-3-301 C.R.S. are satisfied
 New Fermented Malt Beverage On/Off premises licenses must meet the qualifications of 44-4-104 C.R.S.

The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S. and Liquor Rules. Therefore, this application is approved.

Local Licensing Authority for TOWN OF EATON		Telephone Number 970 454 3338	<input checked="" type="checkbox"/> Town, City <input type="checkbox"/> County
Signature	Printed Name SCOTT E. MOSER	Title MAYOR	Date
Signature (attest)	Printed Name MARGARET JANE WINTER	Title TOWN CLERK	Date

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF DOCUMENT FILED

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office, the attached document is a true and complete copy of the

Articles of Organization

with Document # 20071353152 of
Heritage Market, LLC

Colorado Limited Liability Company

(Entity ID # 20071353152)

consisting of 3 pages.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 12/12/2023 that have been posted, and by documents delivered to this office electronically through 12/13/2023 @ 11:18:54.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 12/13/2023 @ 11:18:54 in accordance with applicable law. This certificate is assigned Confirmation Number 15567915.



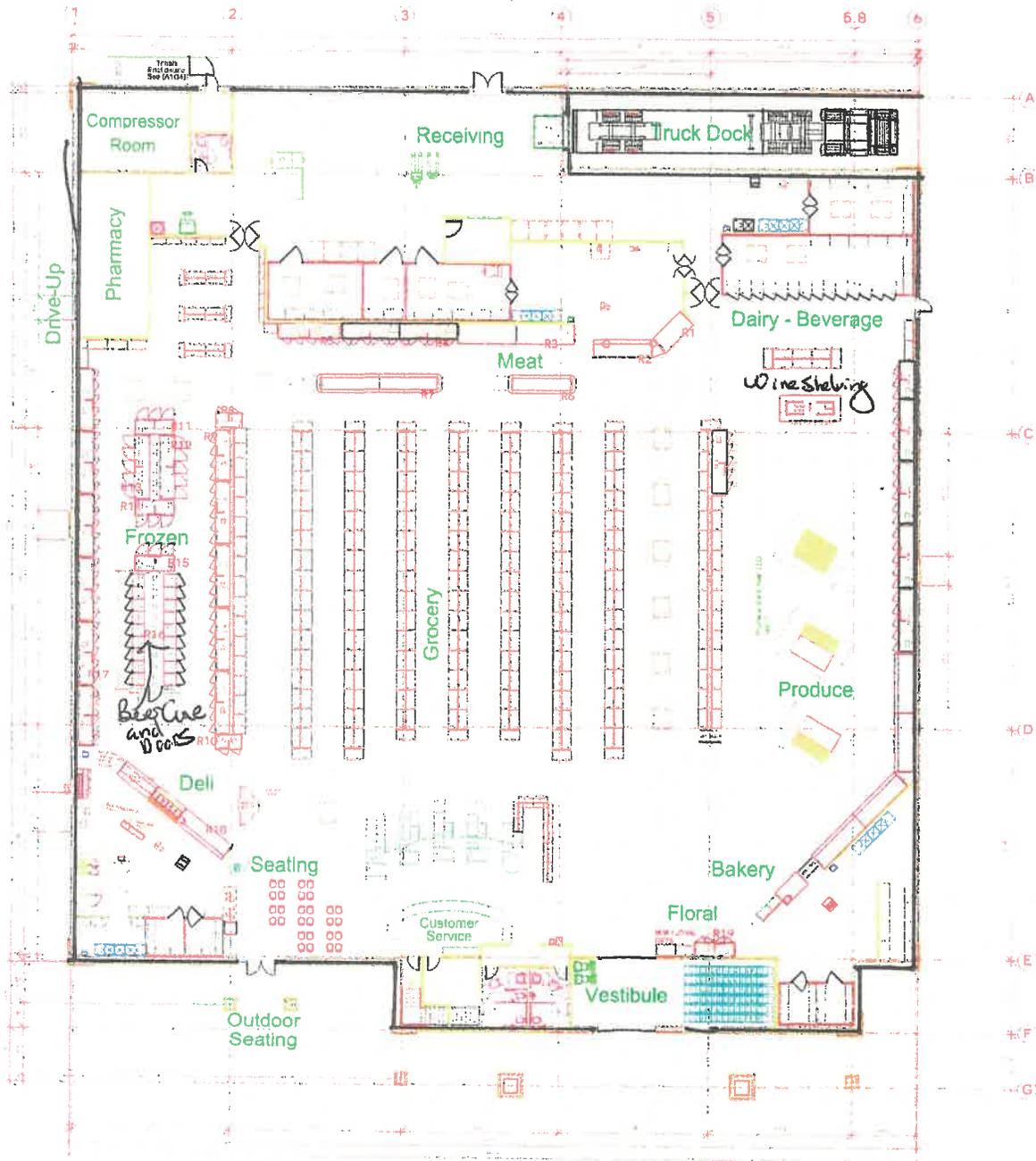
Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

WEST



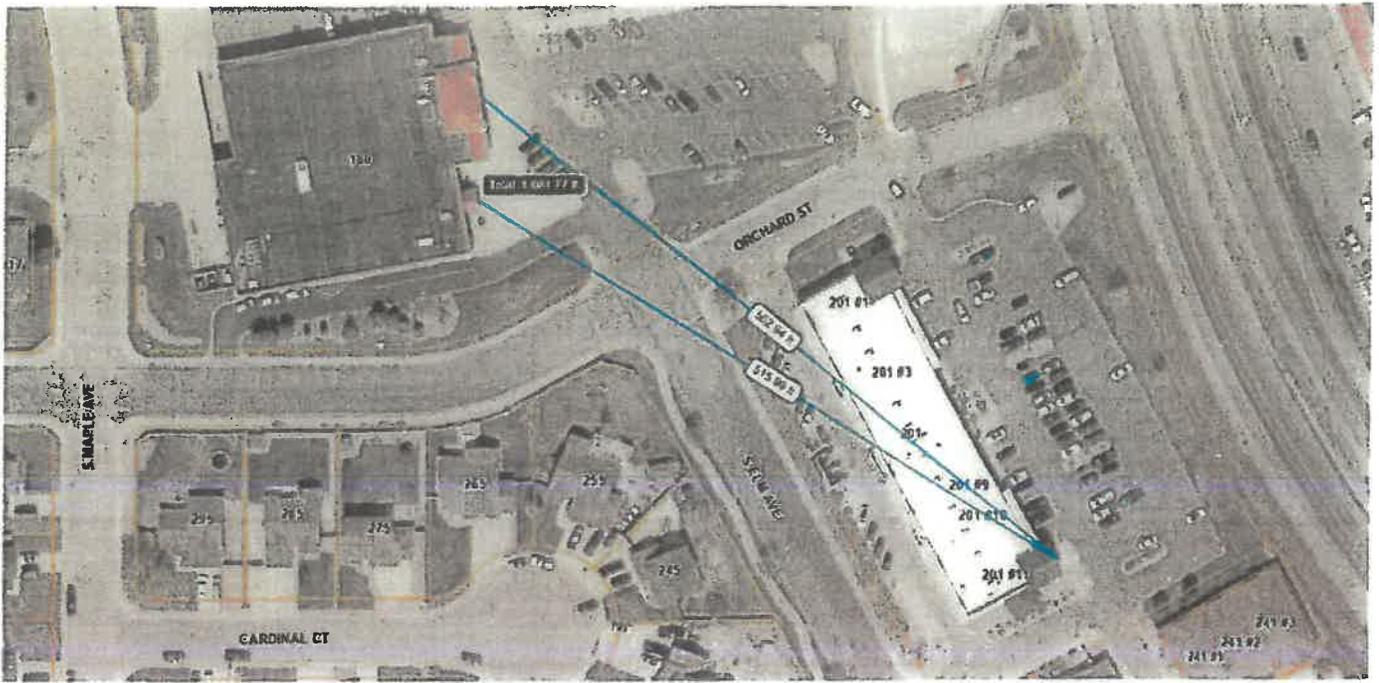
SOUTH

NORTH

EAST

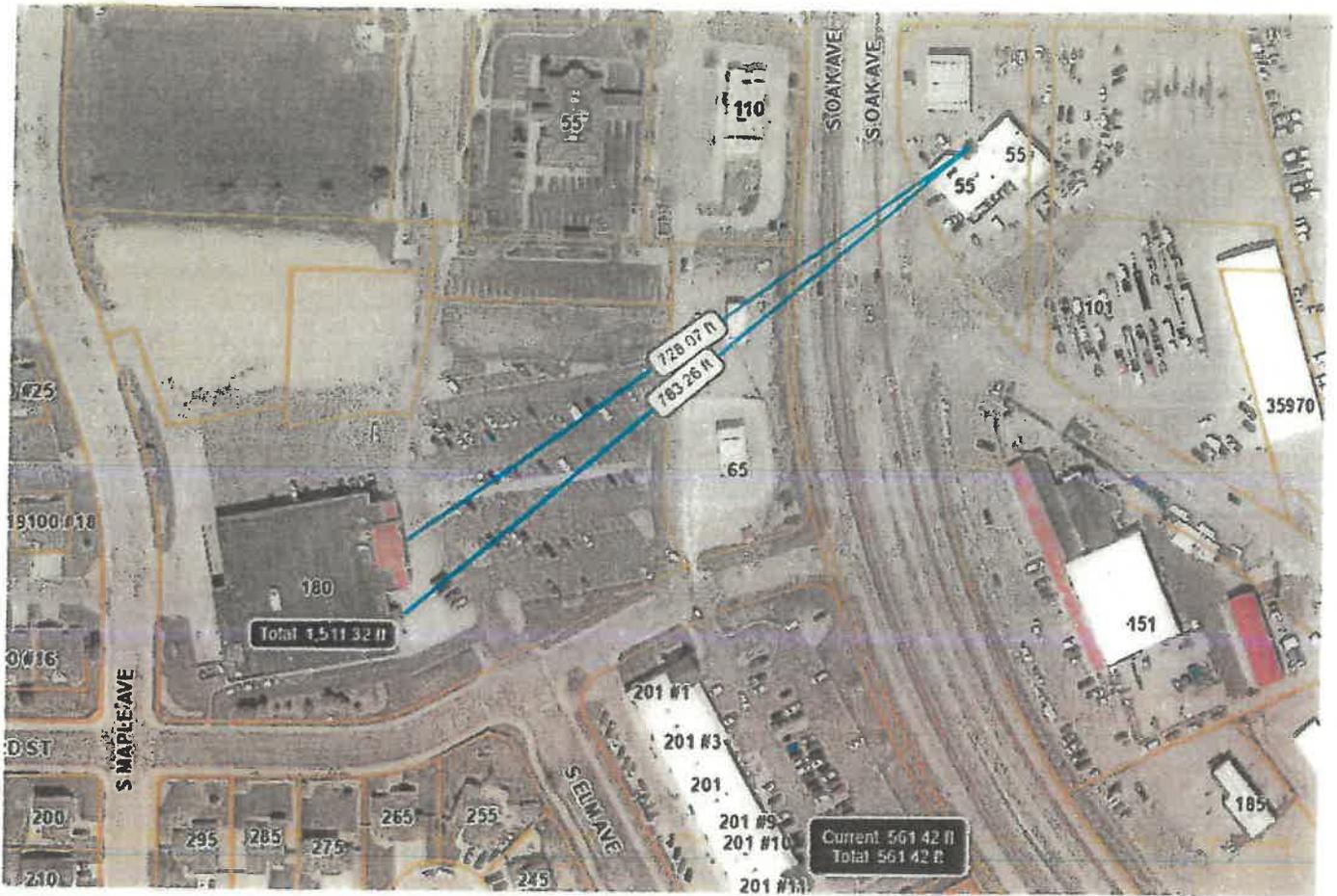
SCALE 3/4" = 1'

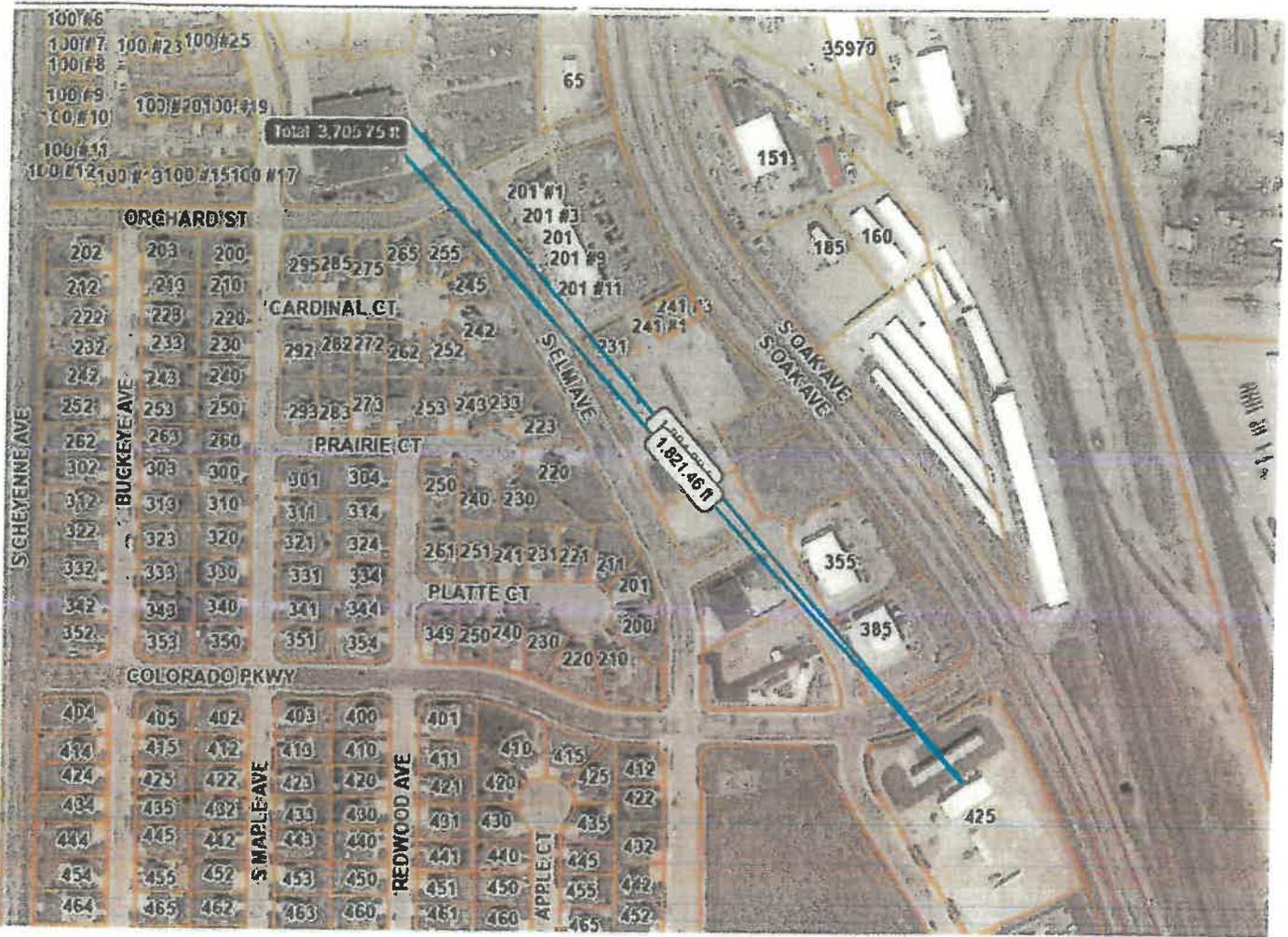
	Fixture Plan		Store:
	Heritage Market		1399
	Eaton, Colorado		Sheet:
			A-1
Drawn By: Doug Burink Date: April 30, 2008 CAD File: 9508.dwg Scale: AS SHOWN	Revised: 04/12/2023 jpr		



DISTANCE

HERITAGE =	562.24	HERITAGE
	515.14	SHERBANE
HERITAGE =	1728.07	AGENCY
	783.26	
HERITAGE =	1884.	CIRCUIT
	1821.40	K







COPY

**TOWN OF EATON LIQUOR LICENSING AUTHORITY OF EATON, COLORADO
PRELIMINARY FINDINGS AND REPORT UPON APPLICATION
TYPE: A RETAIL FERMENTED MALT BEVERAGE AND WINE (CITY) LICENSE
APPLICANT: HERITAGE MARKET, LLC dba HERITAGE MARKET
LOCATION: 180 SOUTH ELM AVENUE
JANUARY 9, 2024**

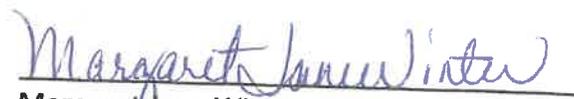
TO THE APPLICANT NAMED ABOVE AND OTHER INTERESTED PARTIES,

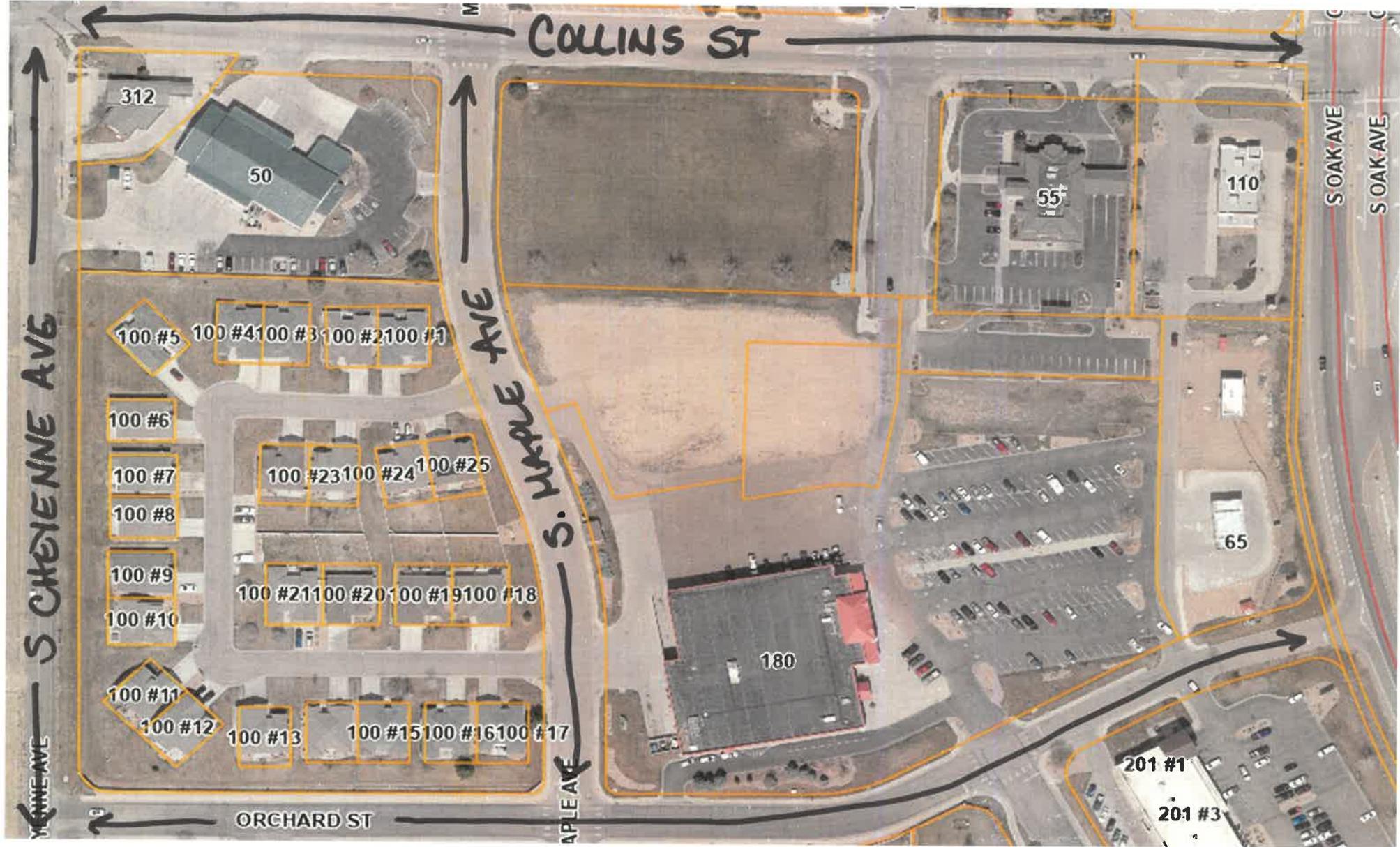
Pursuant to Colorado Revised Statutes Section 44-3-312, as amended, you are hereby advised that with regard to your application for a Retail Fermented Malt Beverage and Wine (City) License, a preliminary investigation has been made, and based on the results thereof the following has been determined:

- 1) The application was filed on December 8, 2023.
- 2) The Notice of Public Hearing on this matter will be published in The Herald-Voice on January 11, 2024. A Notice of Public Hearing was posted for 10 consecutive days beginning no later than January 5, 2024. Both postings and publishing were within the manner prescribed by state law.
- 3) It appears from the application materials submitted that the applicant is entitled to possession of the premise where the license is proposed to be exercised.
- 4) A criminal history background investigation was conducted and approved.
- 5) Selling sealed containers of fermented malt beverages and wine in the manner proposed in the application is not in violation of the zoning and land use code or regulations of the Town.
- 6) Petitions for Neighborhood Needs & Desires were picked up December 12, 2023, and circulated December 28, 2023 through January 8, 2024 and returned January 8, 2024. Results are as follows: 34 Residential Addresses; Favor 34 and Oppose 0. 9 Business Addresses; Favor 9 and Oppose 0.
- 7) A public hearing on the application will be held January 18, 2024, at approximately 7:00 p.m. At said hearing, you shall have an opportunity to be heard regarding all matters related to the application, including all matters set forth herein.
- 8) At the public hearing pursuant to C.R.S. § 44-3-307 as amended, the applicant has the burden of proving that they are qualified to hold the license applied for and their character, record and reputation are satisfactory.
- 9) The building where you propose to exercise the privilege of selling fermented malt beverage and wine is not within 500 feet from either a public/parochial school or a Licensed Retailed Liquor Store.

You are also advised to obtain and read a copy of the State of Colorado Liquor and Beer Codes and Regulations. These can be found at [Colorado.gov/enforcement/liquor](https://colorado.gov/enforcement/liquor)

Please feel free to contact me at 970.454.3338, if you have any questions that I can help to answer.


Margaret Jane Winter, Town Clerk
Town of Eaton



Heritage Market LLC

Map 1



Heritage Market LLC

Map 2



Heritage Market LLC

Map 3

BUSINESS PETITION TO THE LOCAL LICENSING AUTHORITY OF EATON, COLORADO

APPLICANT/TRADE NAME: Katherine A. & John F. Rohn, dba HERITAGE MARKET (33,186 SQ. FT.)

SITE LOCATION: 180 S ELM AVENUE, EATON, CO 80615

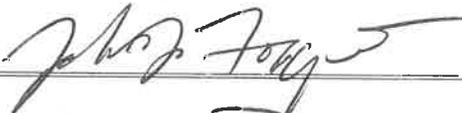
APPLICATION FOR: RETAIL FERMENTED MALT BEVERAGE AND WINE [Liquor sold by the drink for consumption off the premise.]

DEFINED NEIGHBORHOOD: AREA DEFINED BY LOCAL LICENSING AUTHORITY (SEE MAP)

PUBLIC HEARING: THURSDAY, JANUARY 18, 2024, 7:00 P.M., CARSTEN BOARD ROOM, 224 FIRST STREET, EATON, CO 80615

INSTRUCTIONS/QUALIFICATIONS: (1) Must be 21 years of age or older and a resident of the defined neighborhood for more than 6 months [SEE MAP]; (2) OR, Must be Owner or Manager of business located within the defined neighborhood and be 21 years of age or older; (3) Must sign in presence of petition circulator and may only sign for this matter one time; and (4) Must sign own given name [first name or first initial and last name]. No individual may sign for another individual.

PETITION ISSUE: [*] IF YOU FAVOR AND SUPPORT THIS APPLICATION FOR A RETAIL FERMENTED MALT BEVERAGE AND WINE (CITY) LICENSE BECAUSE IT IS YOUR OPINION THE REASONABLE REQUIREMENTS OF THE ADULT INHABITANTS OF THE DEFINED NEIGHBORHOOD [SEE MAP] ARE NOT NOW BEING ADEQUATELY SERVED BY EXISTING BUSINESS THAT HOLD THE SAME OR SIMILAR TYPE OF LICENSE NOW DOING BUSINESS IN THE DEFINED NEIGHBORHOOD, AND IT IS YOUR DESIRE THIS RETAIL FERMENTED MALT BEVERAGE AND WINE (CITY) LICENSE, BE ISSUED, PLEASE SIGN AND CHECK THE FAVOR [*] COLUMN TO GRANT THE REQUESTED LICENSE. PLEASE WRITE IN THE REASON YOU SUPPORT THIS LICENSE APPLICANT. [**] IF YOU OPPOSE AND DO NOT SUPPORT THIS APPLICATION FOR A RETAIL FERMENTED MALT BEVERAGE AND WINE (CITY) LICENSE, PLEASE SIGN AND CHECK THE OPPOSE [**] COLUMN, AND PLEASE WRITE IN YOUR REASON WHY YOU OPPOSE THIS LICENSE APPLICATION. *This petition/opinion poll is being conducted to determine the reasonable requirements, needs, & desires of the adult inhabitants of the defined neighborhood per C.R.S. 12-46 and for C.R.S. 12-47, The Colorado Beer and Liquor Codes, and per local licensing authority rules/procedures. If you think you have been unduly influenced by the petition circulator or have questions or comments concerning the proposed application or survey method, please call Jane Winter, Town Clerk, (970) 454-3338.*

	Please Sign and Print your name	Your Title, Business Name, Address & Town	Age	Today's Date	Favor [*]	Oppose [**]	PLEASE WRITE IN YOUR REASON WHY YOU FAVOR OR OPPOSE THIS APPLICATION
1	Signature:  Printed Name: Timothy W. Croissant	Title: Market President Business Name: Bank of Colorado Business Address: 55 S. Elm Ave Town: Eaton	60	12/28/23	<input checked="" type="checkbox"/>		
2	Signature:  Printed Name: John Forquer	Title: General Store Manager Business Name: Subway Business Address: 201 Elm Ave #1 Town: Eaton	41	01/04/24	<input checked="" type="checkbox"/>		
3	Signature:  Printed Name: Cicially Trevizo	Title: Store Manager Business Name: Icecream shop Business Address: 201 S Elm Ave #202 Town: Eaton CO	24	1/4/24	<input checked="" type="checkbox"/>		
4	Signature:  Printed Name: Jeanne Hasebush	Title: Owner Business Name: Double H Pet Supplies Business Address: 201 S. Elm Ave #5 Town: Eaton	39	1/4/24	<input checked="" type="checkbox"/>		
5	Signature: MARIA D VERA Printed Name: MARIA VERA	Title: OWNER Business Name: CASA MARIA Business Address: 201 S ELM AVE Town: EATON	40	1/4/24	<input checked="" type="checkbox"/>		

TOTAL 10
YES = 5
NO = 5

5

BUSINESS PETITION TO THE LOCAL LICENSING AUTHORITY OF EATON, COLORADO

LICANT/TRADE NAME: Katherine A. & John F. Rohn, dba HERITAGE MARKET (33,186 SQ. FT.)

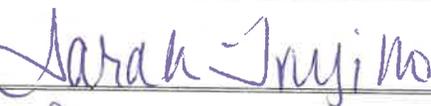
SITE LOCATION: 180 S ELM AVENUE, EATON, CO 80615

DEFINED NEIGHBORHOOD: AREA DEFINED BY LOCAL LICENSING AUTHORITY (SEE MAP)

APPLICATION FOR: RETAIL FERMENTED MALT BEVERAGE AND WINE [Liquor sold by the drink for consumption off the premise.]

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	Please Sign and Print your name	Your Title, Business Name, Address & Town	Age	Today's Date	Favor [*]	Oppose [**]	PLEASE WRITE IN YOUR REASON WHY YOU FAVOR OR OPPOSE THIS APPLICATION
1	Signature:  Printed Name: Gloria Baccan	Title: Shift Runner Business Name: Dominos Business Address: 201 S Elm units 209 + 210 Town: Eatn	35	1/4/24	X		
2	Signature:  Printed Name: Brantley Maitland	Title: Owner Business Name: Smokin Bros BBQ Business Address: 241 S Elm Ave Town: Eaton	39	1/4/24	X		
3	Signature:  Printed Name: Sarah Trujillo	Title: OFFICE manager Business Name: Eaton Family Dental Business Address: 2115 Elm St Town: Eaton CO 80615	37	1/4/24	X		
4	Signature:  Printed Name: Allisen Cole	Title: Pharmacist Business Name: Good Day Pharmacy Business Address: 180 S. Elm Town: Eaton CO 80615	45	1/4/21	X		
5	Signature:  Printed Name:	Title: Fire Inspector Business Name: Eaton Fire Rescue Business Address: Town:	39	1/4/24	X		

4

RESIDENTIAL PETITION TO THE LOCAL LICENSING AUTHORITY OF EATON, COLORADO

APPLICANT/TRADE NAME: Katherine A. & John F. Rohn, dba HERITAGE MARKET (33,186 SQ. FT.)

SITE LOCATION: 180 S ELM AVENUE, EATON, CO 80615

APPLICATION FOR: RETAIL FERMENTED MALT BEVERAGE AND WINE [Liquor sold by the drink for consumption off the premise.]

DEFINED NEIGHBORHOOD: AREA DEFINED BY LOCAL LICENSING AUTHORITY (SEE MAP)

PUBLIC HEARING: THURSDAY, JANUARY 18, 2024, 7:00 P.M., CARSTEN BOARD ROOM, 224 FIRST STREET, EATON, CO 80615

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	Please Sign and Print your name	Address & Town	Age	Today's Date	Favor [*]	Oppose [**]	PLEASE WRITE IN YOUR REASON WHY YOU FAVOR OR OPPOSE THIS APPLICATION
1 ✓	Signature: <i>Marla D. Daniels</i> Printed Name: MARLA D. DANIELS	Address: 250 S. MAPLE AVE Town: EATON	46	1-5-24	X		Full service options will benefit the business and the increase in tax revenue will benefit the town.
2 ✓	Signature: <i>William Betters</i> Printed Name: William Betters	Address: 242 CARDINAL CT Town: EATON	57	JAN 2024	X		
3 ✓	Signature: <i>Coby Centry</i> Printed Name: Coby Centry	Address: 463 S. Maple Ave Town: Eaton	51	1-6-24	X		
4 ✓	Signature: <i>Brian Kunz</i> Printed Name: BRIAN KUNZ	Address: Town: 462 S. MAPLE AVE EATON	42	1/6/24	X		
5 ✓	Signature: <i>Edward Ferguson</i> Printed Name: Edward Ferguson	Address: 1005 Maple #4 Town: Eaton	66	1/6/24	X		Consent, local.

Total 34
Yes 34
Oppose 0

5

RESIDENTIAL PETITION TO THE LOCAL LICENSING AUTHORITY OF EATON, COLORADO

APPLICANT/TRADE NAME: Katherine A. & John F. Rohn, dba HERITAGE MARKET (33,186 SQ. FT.)

SITE LOCATION: 180 S ELM AVENUE, EATON, CO 80615

APPLICATION FOR: RETAIL FERMENTED MALT BEVERAGE AND WINE [Liquor sold by the drink for consumption off the premise.]

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	Please Sign and Print your name	Address & Town	Age	Today's Date	Favor [*]	Oppose [**]	PLEASE WRITE IN YOUR REASON WHY YOU FAVOR OR OPPOSE THIS APPLICATION
1	Signature: <i>[Signature]</i> Printed Name: <i>[Printed Name]</i>	Address: 100 S. Maple Ave. #4 Town: Eaton, CO	63	1/6/24	X		Convenient, local
2	Signature: <i>[Signature]</i> Printed Name: <i>[Printed Name]</i>	Address: 210 S maple Ave Town: Eaton CO	35	1/6/24	X		
3	Signature: <i>[Signature]</i> Printed Name: <i>[Printed Name]</i>	Address: 310 S Maple Town: EATON, CO	53	1/7/24	X		
4	Signature: <i>[Signature]</i> Printed Name: <i>[Printed Name]</i>	Address: 330 S Maple Town: Eaton	43	1/7/24	X		
5	Signature: <i>[Signature]</i> Printed Name: <i>[Printed Name]</i>	Address: 353 BEECHER AVE Town: EATON.	45	1/7/24	X		

RESIDENTIAL PETITION TO THE LOCAL LICENSING AUTHORITY OF EATON, COLORADO

LICANT/TRADE NAME: Katherine A. & John F. Rohn, dba HERITAGE MARKET (33,186 SQ. FT.)

SITE LOCATION: 180 S ELM AVENUE, EATON, CO 80615

APPLICATION FOR: RETAIL FERMENTED MALT BEVERAGE AND WINE [Liquor sold by the drink for consumption off the premise.]

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	Please Sign and Print your name	Address & Town	Age	Today's Date	Favor [*]	Oppose [**]	PLEASE WRITE IN YOUR REASON WHY YOU FAVOR OR OPPOSE THIS APPLICATION
1	Signature: <i>[Handwritten Signature]</i> Printed Name: Melinda Robinson	Address: 353 Buckeye Ave Town: Eaton, CO 80615	41	1/7/24	X		Local, convenient
2	Signature: <i>[Handwritten Signature]</i> Printed Name: Yesenia Loma	Address: 223 Buckeye Ave Town: Eaton, CO 80615	35	1/7/24	X		
3	Signature: <i>[Handwritten Signature]</i> Printed Name: Marlene Stewart	Address: 455 Apple Ct Town: Eaton	65	1/7/24	X		
4	Signature: <i>[Handwritten Signature]</i> Printed Name: Andrew Dickerson	Address: 425 Apple Ct Town: Eaton	38	1/7/24	X		
5	Signature: <i>[Handwritten Signature]</i> Printed Name: SEAN P. MURPHY	Address: 240 BLUEGRASS ST. Town: EATON, CO	37	7 JAN 24	X		

5

RESIDENTIAL PETITION TO THE LOCAL LICENSING AUTHORITY OF EATON, COLORADO

PETITIONER/TRADE NAME: Katherine A. & John F. Rohn, dba HERITAGE MARKET (33,186 SQ. FT.)

SITE LOCATION: 180 S ELM AVENUE, EATON, CO 80615

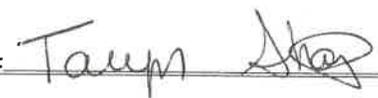
APPLICATION FOR: RETAIL FERMENTED MALT BEVERAGE AND WINE [Liquor sold by the drink for consumption off the premise.]

DEFINED NEIGHBORHOOD: AREA DEFINED BY LOCAL LICENSING AUTHORITY (SEE MAP)

PUBLIC HEARING: THURSDAY, JANUARY 18, 2024, 7:00 P.M., CARSTEN BOARD ROOM, 224 FIRST STREET, EATON, CO 80615

INSTRUCTIONS/QUALIFICATIONS: (1) Must be 21 years of age or older and a resident of the defined neighborhood for more than 6 months [SEE MAP]; (2) OR, Must be Owner or Manager of business located within the defined neighborhood and be 21 years of age or older; (3) Must sign in presence of petition circulator and may only sign for this matter one time; and (4) Must sign own given name [first name or first initial and last name]. No individual may sign for another individual.

PETITION ISSUE: [*] IF YOU FAVOR AND SUPPORT THIS APPLICATION FOR A RETAIL FERMENTED MALT BEVERAGE AND WINE (CITY) LICENSE BECAUSE IT IS YOUR OPINION THE REASONABLE REQUIREMENTS OF THE ADULT INHABITANTS OF THE DEFINED NEIGHBORHOOD [SEE MAP] ARE NOT NOW BEING ADEQUATELY SERVED BY EXISTING BUSINESS THAT HOLD THE SAME OR SIMILAR TYPE OF LICENSE NOW DOING BUSINESS IN THE DEFINED NEIGHBORHOOD, AND IT IS YOUR DESIRE THIS RETAIL FERMENTED MALT BEVERAGE AND WINE (CITY) LICENSE, BE ISSUED, PLEASE SIGN AND CHECK THE FAVOR [*] COLUMN TO GRANT THE REQUESTED LICENSE. PLEASE WRITE IN THE REASON YOU SUPPORT THIS LICENSE APPLICATION. [**] IF YOU OPPOSE AND DO NOT SUPPORT THIS APPLICATION FOR A RETAIL FERMENTED MALT BEVERAGE AND WINE (CITY) LICENSE, PLEASE SIGN AND CHECK THE OPPOSE[**] COLUMN, AND PLEASE WRITE IN YOUR REASON WHY YOU OPPOSE THIS LICENSE APPLICATION. *This petition/opinion poll is being conducted to determine the reasonable requirements, needs, & desires of the adult inhabitants of the defined neighborhood per C.R.S. 12-46 and /or C.R.S. 12-47, The Colorado Beer and Liquor Codes, and per local licensing authority rules/procedures. If you think you have been unduly influenced by the petition circulator or have questions or comments concerning the proposed application or survey method, please call Jane Winter, Town Clerk, (970) 454-3338.*

	Please Sign and Print your name	Address & Town	Age	Today's Date	Favor [*]	Oppose [**]	PLEASE WRITE IN YOUR REASON WHY YOU FAVOR OR OPPOSE THIS APPLICATION
1	Signature:  Printed Name: Adam Kiefer	Address: 230 Bluegrass St Town: Eaton	40	1/7/24	X		
2	Signature:  Printed Name: Calvin Weaver	Address: 222 Bluegrass St Town: Eaton	37	1/7/24	X		
3	Signature:  Printed Name: Tanya Sharp	Address: 220 Bluegrass St Town: Eaton	47	1/7/24	X		
4	Signature:  Printed Name: Javier Hernandez	Address: 200 Bluegrass St Town: Eaton	22	1/7/24	X		
5	Signature:  Printed Name: DeAnn K. Cure	Address: 100 Maple #17 Town: Eaton	68	1/7/24	X		

RESIDENTIAL PETITION TO THE LOCAL LICENSING AUTHORITY OF EATON, COLORADO

LICANT/TRADE NAME: Katherine A. & John F. Rohn, dba HERITAGE MARKET (33,186 SQ. FT.)

SITE LOCATION: 180 S ELM AVENUE, EATON, CO 80615

DEFINED NEIGHBORHOOD: AREA DEFINED BY LOCAL LICENSING AUTHORITY (SEE MAP)

APPLICATION FOR: RETAIL FERMENTED MALT BEVERAGE AND WINE [Liquor sold by the drink for consumption off the premise.]

PUBLIC HEARING: THURSDAY, JANUARY 18, 2024, 7:00 P.M., CARSTEN BOARD ROOM, 224 FIRST STREET, EATON, CO 80615

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	Please Sign and Print your name	Address & Town	Age	Today's Date	Favor [*]	Oppose [**]	PLEASE WRITE IN YOUR REASON WHY YOU FAVOR OR OPPOSE THIS APPLICATION
1	Signature: <i>Russell Smith</i> Printed Name: Russell Smith	Address: 1005 Maple Ave #6 Town: Eaton, CO 80615	75	1-7-24	✓		
2	Signature: <i>Jean Prather</i> Printed Name: JEAN PRATHER	Address: 100 So Maple Ave #13 Town: Eaton	82	1/7/24	✓		
3	Signature: <i>EMILY CLARKSON</i> Printed Name: Emily Clarkson	Address: 100 S. MAPLE AVE #14 Town: EATON, CO, 80615	29	1-7-24	✓		
4	Signature: <i>Josh Clarkson</i> Printed Name: Josh Clarkson	Address: 100 S Maple Ave #14 Town: Eaton, CO 80615	29	1-7-24	✓		
5	Signature: <i>FRED BUD</i> Printed Name: FRED BUD	Address: 100 S MAPLE #9 Town: EATON	61	1/7/24	✓		

RESIDENTIAL PETITION TO THE LOCAL LICENSING AUTHORITY OF EATON, COLORADO

PETITIONER/TRADE NAME: Katherine A. & John F. Rohn, dba HERITAGE MARKET (33,186 SQ. FT.)

SITE LOCATION: 180 S ELM AVENUE, EATON, CO 80615

APPLICATION FOR: RETAIL FERMENTED MALT BEVERAGE AND WINE [*Liquor sold by the drink for consumption off the premise.*]

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	Please Sign and Print your name	Address & Town	Age	Today's Date	Favor [*]	Oppose [**]	PLEASE WRITE IN YOUR REASON WHY YOU FAVOR OR OPPOSE THIS APPLICATION
1	Signature: <i>Gala Wenzel</i> Printed Name: Gala Wenzel	Address: <i>100 S. Maple Ave #13</i> Town: <i>Eaton</i>	90	1/7/24	X		
2	Signature: <i>Larry Castro</i> Printed Name: <i>LARRY CASTRO</i>	Address: <i>1005 Maple Ave</i> Town: <i>EATON</i>	71	1-7-24	X		
3	Signature: <i>William Ruska</i> Printed Name: <i>William Ruska</i>	Address: <i>1005 Maple Ave</i> Town: <i>#25 Eaton, CO</i>	75	1-7-24	X		
4	Signature: <i>Judy Seofield</i> Printed Name: <i>Judy Seofield</i>	Address: <i>100 S Maple Ave</i> Town: <i>#18 Eaton, CO</i>	72	1-7-24	X		
5	Signature: <i>Philip Hall</i> Printed Name: <i>Philip Hall</i>	Address: <i>453 S. Maple Ave.</i> Town: <i>Eaton, CO</i>	41	1-7-24	X		

RESIDENTIAL PETITION TO THE LOCAL LICENSING AUTHORITY OF EATON, COLORADO

AGENT/TRADE NAME: Katherine A. & John F. Rohn, dba HERITAGE MARKET (33,186 SQ. FT.)

SITE LOCATION: 180 S ELM AVENUE, EATON, CO 80615

APPLICATION FOR: RETAIL FERMENTED MALT BEVERAGE AND WINE [Liquor sold by the drink for consumption off the premise.]

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	Please Sign and Print your name	Address & Town	Age	Today's Date	Favor [*]	Oppose [**]	PLEASE WRITE IN YOUR REASON WHY YOU FAVOR OR OPPOSE THIS APPLICATION
1	Signature: <i>Mandy Hall</i> Printed Name: Mandy Hall	Address: 453 S. Maple Ave Town: Eaton	43	1-7-24	X		
2	Signature: <i>Alicia Fields</i> Printed Name: Alicia Fields	Address: 312 Buckeye Ave Town: Eaton	40	1/8/24	X		
3	Signature: <i>Julie Walsh</i> Printed Name: Julie Walsh	Address: 472 S. Maple Ave. Town: Eaton	53	1/8/24	X		
4	Signature: <i>[Signature]</i> Printed Name: Nate Gerich	Address: 243 prairie ct Town: Eaton	48	1/8/24	X		
5	Signature: Printed Name:	Address: Town:					



FROM: Bradley A Curtis, PE, CPM, LEED AP
Northern Engineering
Town Engineer Consultant

SUBJECT: Eaton Cemetery Expansion [ACTION REQUEST]

DATE: January 10, 2024

MEETING DATE: January 18, 2024

PROJECT IMPROVEMENTS: In 2023, the Town Board approved Town Staff to enter into a contract with Coyote Ridge Construction for up to \$500,000 for the Cemetery Expansion. Even with supply chain delays, coordination and timing of Xcel Energy to provide power, the work has generally been completed as of December 2023.

Through the budgeting process for 2024, additional coordination with Town staff regarding extra improvements were discussed. These included several items, such as second payment of the columbarium, permanent seeding options and landscaping (trees), and additional surveying to permanent markers to identify cemetery lots.

CHANGE ORDER / 2024 IMPROVEMENTS SUMMARY: The following table provides a Summary of Change Order requests to allow Coyote Ridge Construction to perform the additional 2024 improvements along with other items as applicable since they are intimately familiar with the work to date, and are still waiting for Spring to confirm proper start-up of the new booster station and irrigation system. The 2024 Town budget has considered \$100,000 for these next improvements.

COYOTE RIDGE

Item	CO Number	Expense
Import/Place new topsoil & hydroseed mulching	2	\$60,000
Provide and install 8 Linden & 8 Hackberry Trees (2" trucks)	2	\$15,000
SUBTOTAL CO#02		\$75,000

OTHER ASSOCIATED ITEMS

Columbarium Payment	-	\$41,000
Cemetery Expansion Property Pins (350+/-)	-	\$6,500
Construction Administration	Estimated	\$2,500
SUBTOTAL OTHER		\$50,000
TOTAL		\$125,000

ACTION REQUESTED:

From the Change Order Summary Table above, expenditures will exceed the estimated costs prepared in 2023. Additional funds and continuation to utilize Coyote Ridge Construction are requested to complete the expansion project.

Staff recommends the Town Board to authorize the project improvements costs, including the additional expenditures, for both the Change Order and other associated items, not to exceed \$125,000.

OPTIONAL ACTION REQUIRED:

Deny the request in its entirety;

Approve with conditions.

TOWN OF EATON, COLORADO
RESOLUTION NO. 2024-03

RESOLUTION APPROVING THE
COBB LAKE REGIONAL WATER TREATMENT AUTHORITY AGREEMENT

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, pursuant to Section 29-1-204.2, C.R.S., the Town Board desires to establish a water authority to construct and operate a water treatment plant to treat, among other sources of raw water, the Town’s Northern Integrated Supply Project water; and

WHEREAS, to effectuate the creation of an authority, Town staff recommends that the Town Board, in conjunction with the Town of Windsor, Town of Severance and the Fort Collins-Loveland Water District, approve and execute the Cobb Lake Regional Water Treatment Authority Agreement, attached hereto and incorporated herein by reference as Exhibit A; 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 THE TOWN OF EATON, COLORADO, THAT:

Section 1. The Town Board hereby approves the Cobb Lake Regional Water Treatment Authority Agreement and authorizes the Mayor to execute the agreement.

Section 2. This Resolution shall be effective upon adoption.

PASSED, SIGNED, APPROVED, AND ADOPTED this 18th day of January, 2024.

TOWN OF EATON, COLORADO

ATTEST:

By: _____
Margaret Jane Winter, Town Clerk

By: _____
Scott E. Moser, Mayor



Eaton Town Board Agenda Item

TO: Board of Trustees of the Town of Eaton
FROM: Wesley LaVanchy, Town Administrator, and Avi Rocklin, Town Attorney
DATE of MEETING: January 18, 2024
TITLE/SUBJECT: Resolution No. 2024-03, a Resolution Approving the Cobb Lake Regional Water Treatment Authority Agreement

DESCRIPTION: Consider Resolution No. 2024-03, a Resolution Approving the Cobb Lake Regional Water Treatment Authority Agreement

SUMMARY: Pursuant to Section 29-1-204.2, C.R.S., governmental entities may establish, by contract, a separate governmental entity, known as a water authority, to effect the development of water resources and facilities for the benefit of the inhabitants of the governmental entities. Town staff proposes that the Town of Eaton (“Town” or “Eaton”) in conjunction with the Town of Windsor, Town of Severance and the Fort Collins-Loveland Water District (collectively, together with the Eaton, the “Parties” or singularly a “Party”) establish a water authority by contract to construct and operate a water treatment plant to treat the Town’s NISP water. Participation in the water authority would allow the Town secondary water treatment and water supply alternatives.

KEY POINTS OF THE AGREEMENT:

The key points of the proposed Cobb Lake Regional Water Treatment Authority Agreement (“Agreement”) are as follows:

- The authority would be known as the Cobb Lake Regional Water Treatment Plant Authority (“Authority”).
- The Parties collectively own approximately 144 acres of real property located in the West 1/2 Section 30, Township 8 North, Range 67 West of the 6th P.M., Weld County, Colorado and would convey their interest in the property to the Authority for the construction of a water treatment plant. Upon conveyance, each Party would permanently forego its interest in the property and would not, even upon withdrawal, receive any consideration for the transfer.
- The Authority would be governed by a five-member board of directors, comprised of the chief administrative officer of each entity or such person’s designee plus one additional director, known as the “at-large” director, who must be an employee of any of the Parties. The purpose of the at-large director is to have an odd number of persons serving on the Board. The Parties would rotate on an annual basis the appointment of the at-large director, except that, if a Party does not take delivery of treated water, such Party would not be entitled to appoint an at-large director.



- Additional parties could only be added as members of the Authority upon the unanimous consent of the governing bodies of all the Parties.
- The Authority would have authority, as granted by statute, to perform numerous governmental functions, including hiring employees, engaging contractors, retaining an attorney, assessing fees, rates, and charges and issuing debt.
- The Authority would construct the treatment plant to accept delivery of raw water, treat the raw water and then deliver the treated water to each Party's master meter. Each Party would then be responsible for delivery of the water from the master meter to their service area.
- The treatment plant would be constructed to treat NISP water and likely water from other sources.
- The Authority would enter into a "service contract" with each Party setting forth such Party's "treatment capacity share," meaning, essentially, the proportion of the overall treatment capacity that is allocated to such Party.
 - Town staff anticipates that Eaton's initial treatment capacity share would be .4 MGD.
- Each Party would be responsible for the Authority's capital costs based on such Party's treatment capacity share. No Party would be required to participate in a particular phase of any capital construction or expansion.
- Each Party would pay rates or fees for the treated water as determined by the Board of Directors of the Authority.
- Each Party, regardless of whether such Party receives treated water, would be obligated to pay a minimal amount for shared administrative expenses, such as director fees and legal expenses.
- Provisions for, among others, expansion, withdrawal, dissolution, termination and dispute resolution are set forth in the Agreement. A Party would be required to provide six months' notice, with a resolution of such Party's governing body, to withdraw from the Authority.

STATUS OF EATON'S PROCEDURAL NEGOTIATIONS:

Eaton's initial intent in participating in the construction of the treatment plant was to have the ability to treat its NISP water. Because NISP still has some uncertainty around its initial delivery of "wet water," it may be premature for Eaton to fund the costs associated with the treatment plant, which include, in addition to the cost of the construction, the construction and installation of pipelines to take delivery of water from Eaton's master meter at the treatment plant to the Town's water system. To postpone such expense, Town staff has been negotiating with the Fort-Collins Loveland Water District ("District"). The District has an immediate need to construct the treatment plant and obtain treated water from water sources other than NISP. The Town and the District have explored several options for the Town to defer initial capital cost in phase I:

- In initial conversations at a staff level, that have not been formalized, the District would pay for Eaton's share of the construction of the treatment plant and accept delivery of Eaton's allotted treatment water. When Eaton is prepared to construct the requisite pipelines and take delivery of the treated water, Eaton would provide three years notice to the District and repay the District for Eaton's share of the cost of construction. Alternatively, if Eaton decided to withdraw from the Authority before it accepts delivery of treated water, Eaton would be entitled to do so at no cost. A preliminary draft of the terms of an agreement between Eaton and the District is included herewith.
- Alternatively, the Town has discussed a "swap" of some its current NISP shares in exchange for an equivalent value of capacity in phase I, to be paid for by the District and leased back to the District. If the Town of Eaton were to withdraw from the Authority, it could sell or exchange its shares for cash or a water service agreement.



COST & BUDGET:

Each Party would be responsible for the Authority’s capital costs based on such Party’s treatment capacity share. Each Party would pay rates or fees for the treated water and pay a minimal amount of shared administrative cost to continue to participate, i.e. Authority Management (Director & Legal Counsel).

RECOMMENDATION: Approve the Cobb Lake Regional Water Treatment Authority Agreement.

PROPOSED MOTIONS:

For Approval: I move to approve Resolution No. 2024-03, a Resolution Approving the Cobb Lake Regional Water Treatment Authority Agreement, and authorize the Mayor to execute the Cobb Lake Regional Water Treatment Authority Agreement.

For Denial: I move to deny approval of Resolution No. 2024-03.



223 1st St, Eaton, CO 80615



(970) 454-3338



townofeaton.colorado.gov

**COBB LAKE REGIONAL WATER TREATMENT AUTHORITY
CREATION AGREEMENT**

THIS **COBB LAKE REGIONAL WATER TREATMENT AUTHORITY CREATION AGREEMENT** (“Agreement”) is made and entered into by and among the **TOWN OF EATON**, a statutory town and political subdivision of the County of Weld, State of Colorado, the **TOWN OF SEVERANCE**, a home rule municipality and political subdivision of the County of Weld, State of Colorado, the **TOWN OF WINDSOR**, a home rule municipality and political subdivision of the Counties of Larimer and Weld, State of Colorado, and the **FORT COLLINS-LOVELAND WATER DISTRICT**, a quasi-municipal corporation and political subdivision of the Counties of Larimer and Weld, State of Colorado (individually, “Party” and, collectively, the “Parties”).

RECITALS

A. The Parties are authorized to supply, and are supplying, water to their respective customers as permitted by statute for domestic and other public and private purposes.

B. The Parties own or expect to own allotment rights in the Northern Integrated Supply Project (“NISP”) and own other water rights that would benefit from shared infrastructure.

C. The Parties have been working cooperatively to develop infrastructure for the treatment and delivery of NISP water as well as other sources of water to their customers through a shared infrastructure project.

D. The Parties jointly own real property consisting of approximately 144 acres located in Weld County, Colorado, as more particularly described in **Exhibit A** attached hereto and incorporated herein by reference (“Property”), and desire to convey the Property to a water treatment authority, as described herein, for the purpose of constructing, operating, and maintaining a water treatment facility to treat and deliver NISP and other sources of water to each of the Parties.

E. Article XIV, Section 18(2)(a) of the Constitution of the State of Colorado, Part 2, Article 1, Title 29, C.R.S., and Section 31-35-402, C.R.S., encourage and authorize intergovernmental agreements for the joint and cooperative provision of public services.

F. Section 29-1-204.2, C.R.S., authorizes the Parties to establish, by contract, a separate governmental entity, to be known as a water authority, to be used by the Parties to effect the development of water resources, systems, or facilities in whole or in part for the benefit of the inhabitants of the Parties or others.

G. Section 29-1-204.2(4) and (5), C.R.S., provide that a water authority shall be a political subdivision and a public corporation of the State of Colorado, separate from the parties to the contract and that it shall have the duties, privileges, immunities, rights, liabilities, and disabilities of a public body politic and corporate.

H. Section 29-1-204.2(6), C.R.S., provides that parties establishing a water authority may provide in the contract for payment to the separate governmental entity of funds from proprietary revenues for services rendered by the entity, from proprietary revenues or other public funds as contributions to defray the cost of any purpose set forth in the agreement, and from proprietary revenues or other public funds as advances for any purpose subject to repayment by the entity.

I. The Parties, individually and collectively, find and declare that: (i) water is essential to the economy of the State of Colorado, Counties of Larimer and Weld, and the Parties; and (ii) the availability of treated water for municipal purposes will have a positive impact on the economic development of as well as the growth needs in the region.

J. Based upon the foregoing, the Parties desire to achieve the public benefits associated with the creation of a water authority, to jointly provide for water treatment and to enter into this Agreement to effectuate the same.

K. Upon creation of the water authority, the Parties anticipate and intend that the water authority shall interact, conduct business and contract with such Parties' water enterprises, respectively the Town of Eaton, Colorado, Water Enterprise, the Town of Severance, Colorado, Water Utility Enterprise, the Town of Windsor, Colorado, Water Utility Enterprise, and the Fort Collins-Loveland Water District, Water Activity Enterprise, which are all government-owned businesses within the meaning of Article X, § 20(2)(d) of the Colorado Constitution, organized pursuant to C.R.S. 37-45.1-101 *et seq.* As applicable given the context, the term "Party" as used herein shall mean and include the water enterprises.

AGREEMENT

NOW, THEREFORE, incorporating the Recitals herein, and for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

I. Definitions. As used in this Agreement, the following terms shall have the following meanings:

A. Authority. Shall mean the Cobb Lake Regional Water Treatment Authority created by this Agreement.

B. Authority Obligations. Shall mean revenue bonds, notes or other financial obligations issued by the Authority payable from its Net Revenues or from any other available funds of the Authority.

C. Board of Directors. Shall mean the Board of Directors of the Authority.

D. CDPHE. Shall mean the Colorado Department of Public Health and Environment.

E. CGIA. Shall mean the Colorado Governmental Immunity Act, § 24-10-101 *et seq.*, C.R.S., as from time to time amended.

F. District. Shall mean the Fort Collins-Loveland Water District, Water Activity Enterprise.

G. Debt Service Component. Shall mean that portion of rates and charges paid to the Authority by the Parties for Treated Water necessary for payment of Authority Obligations. Revenues associated with the Debt Service Component are a portion of the Net Revenues. Any Debt Service Component shall not be an operation and maintenance expense of the Parties and such Debt Service Component shall be paid from the Net Revenues of the Parties.

H. Director. Shall mean a member of the Board of Directors, whether an Entity Director or At-Large Director, as defined in Section IV.A.1.

I. Funding Obligations. Shall mean, with respect to Treatment Capacity Share that is transferred by a Party to one or more other Parties, the transferring Party's pro rata share of: (1) all costs and expenses of constructing and completing Treatment Facility Capital Improvements; (2) all Operation and Maintenance Expenses and any amounts required to be deposited into the Operation and Maintenance Fund and such other reserves as the Board may determine are required; (3) any fee, assessment or rate established by the Board to repay Authority Obligations; and (4) to the extent distinct, the Debt Service Component or the Authority Obligations. Funding Obligations may also consist of any fees or other financial obligations agreed upon between the transferring Party and the acquiring Party.

J. Gross Revenues. Shall mean all fees (including, but not limited to, user fees and plant investment fees), charges, and revenues directly or indirectly derived by the Authority for the services furnished by, or use of, the Treatment Facility, or any part thereof, or from the sale or provision of Treated Water and all other legal sources of revenue; provided however, that there shall be excluded from Gross Revenues: (i) moneys borrowed and used for providing Treatment Facility Capital Improvements; (ii) any money and securities, and investment income therefrom, in any refunding fund, escrow account, or similar account pledged to the payment of any bonds or other obligations for the purpose of defeasing the same; (iii) any moneys received as grants or appropriations from the United States, the State of Colorado, or other sources, the use of which is limited or restricted by the grantor or donor to the provision of Treatment Facility Capital Improvements or for other purposes resulting in the general unavailability thereof, except to the extent any such moneys shall be received as payments for the use of the Treatment Facility, services rendered thereby, the availability of any such service, or the disposal of any commodities therefrom; and (iv) any revenue received from the Parties which constitutes the Debt Service Component.

K. Master Meter. Shall be the location where the Authority delivers Treated Water for delivery and distribution to each Party's System. Each Party will have a separate Master Meter. The Master Meters may be located on or off the Property.

L. Net Revenues. Shall mean the Gross Revenues remaining after the payment of the Operation and Maintenance Expenses.

M. Operation and Maintenance Expenses. Shall mean all reasonable and necessary expenses of the Authority, paid or accrued, for operating, maintaining, and repairing the

Treatment Facility, including, without limitation, legal and overhead expenses of the Authority related to the administration of the Treatment Facility and any Treatment Facility Improvements; provided however, that there shall be excluded from Operation and Maintenance Expenses any allowance or transfers for depreciation, payments in lieu of taxes or franchise fees, legal liabilities not based on contract, expenses incurred in connection with Treatment Facility Capital Improvements, and charges for accumulation of reserves.

N. Operation and Maintenance Component. Shall mean that portion of rates and charges paid to the Authority by the Parties for Treated Water necessary for payment of Operation and Maintenance Expenses. Revenues associated with the Operation and Maintenance Component are a portion of the Gross Revenues.

O. Service Contract. Shall mean a separate contract between the Authority and each Party's respective water activity or utility enterprise, authorized by Section 29-1-203, C.R.S., addressing, among other matters, the terms and extent of the service provided by the Authority to such Party, the Treatment Capacity Share of such Party and the obligations of such Party for delivery of water supplies.

P. System. Shall mean the water transmission and distribution lines (except for the portion of such lines located between the water treatment plant and the Master Meters), improvements, facilities, and delivery infrastructure of each Party. The System does not include the Treatment Facility or Treatment Facility Improvements.

Q. TABOR. Shall mean Article X Section 20 of the Colorado Constitution.

R. Treated Water. Shall mean the potable water treated by the Treatment Facility or otherwise supplied by the Authority and intended primarily for domestic consumption.

S. Treatment Capacity. Shall mean the maximum flow rate of water that may be treated and delivered by the Treatment Facility, as designed, during a twenty-four (24) hour period of time during the usual and ordinary operation thereof, usually expressed in terms of millions of gallons of flow per day, as set forth in a permit issued by CDPHE, as the same may be amended or modified from time to time. Treatment Capacity may vary, from time to time, for various reasons including, but not limited to, changes in state or federal law, maintenance and repair of water delivery and treatment facilities, expansions to the Treatment Facility, poor raw water quality, operational changes or force majeure events.

T. Treatment Capacity Share. Shall mean the right to receipt and use of a pro rata quantity or share of the Treatment Capacity in the Treatment Facility, as may be modified from time to time, and granted by the Authority and allocated to a Party under a Service Contract.

U. Treatment Facility. Shall mean the water treatment plant to be constructed on the Property to effectuate the delivery of Treated Water to the Parties at the Master Meters, as may be expanded from time to time, together with the real property, easements, waterworks, laterals, water reservoirs, water storage tanks and pump stations, water transmission or distribution lines located between the water treatment plant and the Master Meters, the Master Meters, improvements and other facilities, assets and property available for integration into the Treatment

Facility, which will be used by the Authority to provide Water Treatment Services and deliver Treated Water to the Master Meters for delivery to each Party's System.

V. Treatment Facility Capital Improvements. Shall mean the Treatment Facility, future expansions of the Treatment Facility that increase Treatment Capacity, acquisition of easements, installation of water lines and other underground improvements, equipment and materials (other than ordinary repairs and replacements), and Treatment Facility Improvements, which are incorporated into the Treatment Facility.

W. Treatment Facility Improvements. Shall mean the installation, repair, replacement, rehabilitation, improvement or enhancement of the Treatment Facility or any part thereof.

X. Water Activity or Water Activities. Shall have the meaning set forth in Section 37-45.1-102(3), C.R.S.

Y. Water Treatment Services. Shall mean the services provided by the Authority, as set forth in Section II.C. of this Agreement.

II. Creation of the Authority. The Parties hereby create a separate legal entity known as the Cobb Lake Regional Water Treatment Authority.

A. Nature of the Authority. The Authority is a separate governmental entity, political subdivision and a public corporation of the state, separate from the Parties, established pursuant to Section 29-1-204.2(4), C.R.S. The Authority shall have the duties, privileges, immunities, rights, liabilities, and disabilities of a public body politic and corporate. In carrying out its purposes, the Authority shall observe and comply with statutes and laws applicable to the Parties, including but not limited to Parts 1, 5, and 6 of Article 1, Title 29, C.R.S., regarding budget preparation, accounting, and auditing; Part 4 of Article 6, and Parts 2 and 3 of Article 72 as applicable to the Authority; and Article 10 of Title 24, C.R.S., regarding open meetings, open records, criminal justice records, and governmental immunity. The parties intend that the Authority not be considered a "district" subject to TABOR.

B. Principal Place of Business. The principal place of business of the Authority shall be 301 Walnut Street, Windsor, Colorado 80550, unless otherwise designated by the Board of Directors.

C. Authority Purposes and Services. The purpose of the Authority is to provide Water Treatment Services consisting of providing Treated Water to the Parties to be delivered at the Master Meters, or by exchange or other transmission agreement, including agreements with one or more of the Parties or third parties, if any, and with other suppliers and distributors of Treated Water, utilizing all powers associated enumerated in Section 29-1-204.2, C.R.S., necessary to provide such Treated Water.

D. Conveyance of Property to Authority. Within thirty (30) days of a written request by the Board of Directors, the Parties shall execute a quitclaim deed conveying title to the Property to the Authority.

III. Powers of Authority. To enable the Authority to carry out its functions and provide the services described hereinabove, the Authority shall have the following powers in addition to those powers provided in Section 29-1-204.2, C.R.S., as amended:

A. Supply Treated Water. To operate, maintain, and manage the Treatment Facility and provide Treated Water from the Treatment Facility and other sources to the Parties as provided herein.

B. Treatment Facilities. To acquire, construct, expand, manage, maintain, and/or operate water treatment facilities, works or improvements, and/or any interest therein for purposes of providing Treated Water to the Parties.

C. Property. To acquire, hold, lease, sell, or otherwise dispose of any real or personal property (except water rights) utilized for the purpose of water treatment. Notwithstanding the foregoing, the Authority may not sell, lease or dispose of the Treatment Facility without unanimous written consent of the Parties, unless such sale or disposition is for components of the Treatment Facility that are no longer needed to provide Treated Water to the Parties because of the improvement, expansion, or upgrade of the Treatment Facility.

D. Sue. To sue and be sued in its own name.

E. Seal. To have and use a corporate seal.

F. Adopt Bylaws, Rules and Regulations. To adopt and amend, by resolution, and enforce bylaws and rules and regulations respecting the exercise of its powers and the carrying out of its purpose.

G. Essential Powers. To exercise any other powers which are essential to the provision of Treated Water by the Authority to the Parties.

H. Employees, Agents and Contractors. To employ employees, engage agents and contractors and do and perform any acts and things authorized by Section 29-1-204.2, C.R.S., under, through, or by means of employees, agents, or contractors.

I. Site Rehabilitation. To provide for the rehabilitation of any surfaces adversely affected by the construction of water pipelines, facilities, or systems through the rehabilitation of plant cover, soil stability, and other measures appropriate to the subsequent beneficial use of such lands.

J. Indemnification. To justly indemnify property owners or others affected for any losses or damages incurred, including reasonable attorney fees, or that may subsequently be caused by or which result from actions of the Authority.

K. Exercise Parties' Powers to Provide Treated Water. To exercise any power lawfully authorized to each of the Parties for the provision of Treated Water by the Authority to the Parties, except as otherwise limited by this Agreement.

L. Receive Contributions. To receive contributions, gifts, bequests or other grants of cash, equipment or services for the Authority, the Parties or other entities, individuals, or political subdivisions.

M. Cooperate. To own, operate, and maintain real and personal property, including but not limited to facilities in common with others, and to conduct joint, partnership, or cooperative operations with others, excepting water rights.

N. Contracts. To enter into, make, and perform contracts of every kind, as authorized by law with other local governmental entities, the State of Colorado or any political subdivision thereof, the United States, or any political subdivision thereof, and any individual, firm, association, partnership, corporation or any other organization of any kind.

O. Funding Mechanisms. To develop funding mechanisms that provide for meeting the costs of constructing projects and other financial obligations related to the Treatment Facility, Treatment Facility Capital Improvements, or Treatment Facility Improvements, and to allow for individual Parties to determine how they meet their portion of those obligations, including participation in common funding.

IV. Governance.

A. Board of Directors. The governing body of the Authority shall be the Board of Directors, in which all administrative and legislative power of the Authority is vested.

1. Composition. The Board of Directors shall be comprised of one Director from each of the Parties (“Entity Directors”) except as provided in subsection b. below.

a. Entity Directors. The Entity Directors shall be the chief administrative officer of each Party or such person’s designee. Until additional parties are added, if at all, the Entity Directors shall be: (i) the Town Administrator, or such person’s designee, for the Town of Eaton, (ii) the Town Administrator, or such person’s designee, for the Town of Severance, (iii) the Town Manager, or such person’s designee, for the Town of Windsor; and (iv) the General Manager, or such person’s designee, for the Fort Collins-Loveland Water District.

b. At-Large Director. When the number of Parties to this Agreement constitutes an even number, to ensure that the Board of Directors is comprised of an odd number of persons, one Party, on an annual rotating basis, shall designate an additional Director, to be known as the “At-Large Director.” Unless otherwise provided in the bylaws, the At-Large Director shall be an employee of any of the Parties. The term of the At-Large Director shall be for one (1) year, from January 1 of a given year to December 31 of such year, unless re-appointed by the next rotating Party, except that the first At-Large Director shall serve during the calendar year in which the Authority is created until the end of the following calendar year. The rotation schedule for selecting the At-Large Director shall be as follows:

Year one: Town of Severance

Year two: Town of Windsor

Year three: Fort Collins-Loveland Water District

Year four: Town of Eaton

The rotation schedule shall remain in the same order after year four.

Notwithstanding any other provision contained herein, any Party that has a zero percent (0%) Treatment Capacity Share shall not have the right to appoint an At-Large Director. If such Party's Treatment Capacity Share is modified to be greater than zero percent (0%), or if additional parties are added to this Agreement and their Treatment Capacity Share is greater than zero percent (0%), such Parties shall be included on the rotation schedule in the order in which they are added.

Each Party shall designate such Party's selection of an At-Large Director on or before December 1 of a given year for the following calendar year. If a Party does not designate an At-Large Director by such date, the then-existing At-Large Director shall be deemed appointed for an additional annual term and the Party to have made the appointment shall forfeit its right of selection for that particular year.

The At-Large Director may be removed by the appointing Party at any time during such person's term. The At-Large Director may also be removed, for good cause, during such person's term by the affirmative vote of the majority of all the Directors. The definition of "good cause" for removal shall be set forth in the bylaws. In case of removal, the Party who appointed the removed At-Large Director shall appoint a new At-Large Director to fill the position for the remainder of the term.

2. Decisions. Decisions of the Board of Directors shall be made at regular or special meetings, called upon notice, at which a quorum is present. Each Director shall be entitled to cast one vote on any matter that comes before the Board of Directors. Except as otherwise expressly provided herein or required by law, decisions of the Board of Directors shall be made by a majority of the Directors in attendance at the regular or special meeting.

3. Vacancies. Vacancies shall be filled by the governing body of each Party, as otherwise provided herein.

B. Meetings.

1. Regular Meetings. Regular meetings of the Board of Directors shall be set and revised, from time to time, by the Board of Directors, and shall be conducted not less than quarterly at the principal place of business of the Authority.

2. Special Meetings. Special meetings of the Board of Directors may be called and noticed as set forth in the bylaws.

3. Meeting Quorums. A quorum for the conduct of business at meetings of the Board of Directors shall require the presence of a majority of the Directors then in-office. Directors may attend meetings by telephone, video conference, or other electronic means, so long as he or she is able to reasonably hear any comments from the audience and comments and discussion among other Directors and staff and is able to participate in the discussion.

4. Meeting Public. All meetings of the Board of Directors, other than executive sessions and social gatherings, shall be open to the public.

C. Duties of the Board of Directors. The duties of the Board of Directors shall be:

1. Governance. To govern the business and affairs of the Authority.

2. Powers. To exercise all powers of the Authority.

3. Policy. To set policy related to planning and future direction and expansion of the Authority.

4. Funds. To invest the funds of the Authority.

5. Finances. To govern the financial transactions of the Authority, including the receipt, custody, and disbursement of its funds, securities, and other assets.

6. Records. To keep records of the Authority's proceedings.

7. Bylaws. To adopt such bylaws as appropriate for the conduct of its business not in conflict herewith.

8. Statutory Compliance. To observe and comply with statutes and laws applicable to the Parties, including but not limited to Parts 1, 5, and 6 of Article 1, Title 29, C.R.S., regarding budget preparation, accounting, and auditing; Part 4 of Article 6, and Parts 2 and 3 of Article 72 as applicable to the Authority; and Article 10 of Title 24, C.R.S., regarding open meetings, open records, criminal justice records, and governmental immunity.

9. Authority Manager. To hire, supervise, and if warranted, discipline and terminate an Authority Manager, who may be designated by an alternate title, and who shall serve at the pleasure of the Board of Directors and oversee and manage all business and affairs of the Authority pursuant to the terms of this Agreement and the bylaws. The Authority Manager shall have such powers and responsibilities to manage the business and affairs of the Authority, as may be expressly delegated by the Board of Directors, including all aspects of hiring, managing, supervising, compensating, and terminating Authority employees, entering into contracts and expending funds. The Board of Directors may engage a consultant to perform the duties of the Authority Manager, if desired.

10. Attorney. To appoint or contract with an attorney for legal services. The attorney shall serve at the pleasure of the Board of Directors.

11. Auditor. To contract with an auditor for auditing services as needed. The auditor shall serve at the pleasure of the Directors.

D. Officers. The officers of the Authority shall be a Chair, Vice-Chair and Secretary, and such other officers and assistant officers as may be authorized by the Board of Directors, from time to time, to perform such duties as may be approved by the Board of Directors.

The Chair and Vice-Chair shall be members of the Board of Directors. The Secretary of the Authority shall be the Authority Manager or his or her designee.

1. Appointments and Term of Office. The Directors shall elect the officers annually at the first meeting of each calendar year. Vacancies may be filled and new officers may be appointed at any meeting of the Board of Directors.

2. Removal. Any officer appointed by the Board of Directors may be removed by the Board of Directors, with cause, whenever, in the Board of Director's judgment, the best interests of the Authority will be served thereby.

3. Duties of Officers. In addition to duties designated by the Board of Directors, the duties of the officers shall include the following:

a. Chair. The Chair shall be a member of the Board of Directors and preside at all meetings of the Board of Directors and, except as otherwise delegated by the Board of Directors, shall execute all legal instruments of the Authority.

b. Vice-Chair. The Vice-Chair shall be a member of the Board of Directors and, in the absence of the Chair or in the event of the Chair's inability or refusal to act, shall perform the duties of the Chair and, when so acting, shall have all the powers of and be subject to all restrictions upon the Chair.

c. Secretary. The Secretary shall maintain the official records of the Authority, including this Agreement, bylaws, rules and regulations established by the Board of Directors, minutes of the meetings of the Board of Directors, and a register of the names and addresses of the Directors and officers. The Secretary shall issue notice of meetings and attest and affix the corporate seal to all documents of the Authority.

4. Bonds of Officers. Any officer, employee, or agent of the Authority charged with the responsibility for the custody of any of its funds or property shall give a bond in such sum and with such surety, if any, as the Board of Directors shall determine. The Board of Directors, at its discretion, may also require any other officer, agent or employee of the Authority to give a bond in such amount and with such surety as shall be determined. The cost of such bond shall be an expense of the Authority.

E. Execution of Contracts. Except as otherwise provided by law, the Board of Directors may authorize any Director, officer or employee to enter into any contract, or execute and deliver any instrument in the name and on behalf of the Authority.

F. Insurance. The Authority shall comply with all minimum insurance requirements of the Colorado Workers' Compensation Act. The Authority shall obtain and maintain general liability insurance coverage in amounts no less than the monetary limitations set forth in the CGIA, in addition to any other insurance policies deemed necessary by the Board of Directors.

G. Indemnification. Without waiving the protections, limitations, and requirements of the CGIA, and to the extent permitted by law:

1. Defense Costs. The Authority shall indemnify and defend each Director, officer, employee, agent and volunteer of the Authority, whether or not then in office, and such person's personal representatives, against any allegation, action, suit, or proceeding arising out of an act or omission of such person during the performance of such person's duties and within the scope of such person's appointment or employment, unless:

a. Outside Scope of Duties. It is determined by a court that the act or omission in question did not arise during the performance of such person's duties and within the scope of such person's appointment or employment, or that the act or omission of such person was willful and wanton (and if it is so determined, such person will be required to reimburse the Authority for its reasonable costs and reasonable attorney fees incurred in the defense of such person); or

b. Settlement without Consent. The person in question compromises or settles the claim without the consent of the Authority.

2. Settlement with Consent. The indemnification obligations set forth herein shall include costs and expenses reasonably paid, with the consent of the Authority, in settlement for the purpose of curtailing the cost of litigation.

3. Non-Exclusive Rights. The foregoing right of indemnification shall not be exclusive of other rights to which such person may be entitled as a matter of law or by agreement.

V. Financial Powers and Obligations.

A. Negotiable Instruments. All checks, drafts or other orders for payment of money shall be issued in the name of the Authority, and in such manner as, from time to time, shall be determined by the Board of Directors, except that all notes, bonds, or other evidence of indebtedness shall be issued by resolution of the Board of Directors.

B. Fix Fees, Rates and Charges. The Authority is authorized to fix, maintain, and revise fees, rates, and charges for the provision of Treated Water to the Parties as set forth in Section VI.E. of this Agreement.

C. Financial Obligations.

1. Debts and Obligations. The Authority is authorized to incur debts, liabilities, or obligations payable solely from the revenues derived from the provision of Treated Water or from any other available funds of the Authority.

2. Authority to Issue Bonds. The Authority is authorized to issue Authority Obligations. The terms, conditions, and details of said Authority Obligations, which may be issued in the form of bonds, notes, and other obligations, the procedures related thereto, and the refunding thereof shall be set forth in the resolution authorizing said bonds, notes, or other obligations and, as nearly as may be practicable, shall be substantially the same as those provided in Part 4 of Article 35 of Title 31, C.R.S., relating to water and sewer revenue bonds; except that the purposes for which the same may be issued shall not be so limited and except that said bonds,

notes, and other obligations may be sold at public or private sale. Bonds, notes, or other obligations issued under this subsection shall not constitute an indebtedness of the Authority or the Parties within the meaning of any constitutional or statutory limitations or other provision. Each bond, note, or other obligation issued under this subsection shall recite in substance that said bond, note, or other obligation, including the interest thereon, is payable solely from the Net Revenues and other available funds of the Authority pledged for the payment thereof and that said bond, note, or other obligation does not constitute a debt of the Authority or the Parties within the meaning of any constitutional or statutory limitation or provision. Notwithstanding anything in this section to the contrary, such bonds, notes, and other obligations may be issued to mature at such times not beyond forty years from their respective issue dates, shall bear interest at such rates, and shall be sold at, above, or below the principal amount thereof, all as shall be determined by the Board of Directors.

3. Contract with Holders. The resolution, trust indenture, or other security agreement, under which any bonds, notes, or other obligations are issued, shall constitute a contract with the holders thereof, and may contain such provisions as shall be determined by the Board of Directors to be appropriate and necessary in connection with the issuance thereof and provide security for the payment thereof, including, without limitation, any mortgage or other security interest in any revenues, funds, rights, or properties of the Authority. The bonds, notes, and other obligations of the Authority and the income therefrom shall be exempt from taxation by the state, except for inheritance, estate, and transfer taxes.

4. Financial Obligations Not Obligations of the Parties. The bonds, notes, and other obligations of the Authority shall not be the debts, liabilities, or obligations of the Parties, either individually or severally.

5. Taxes. In no event shall the Authority have the power to levy or assess any tax which is subject to TABOR or to direct the Parties to exercise their taxing powers on behalf of the Authority.

D. Deposits. All funds of the Authority shall be deposited to the credit of the Authority, pursuant to law, in such bank or banks or other financial institutions as the Board of Directors may select. The Authority shall maintain separate funds, as set forth below, into which all revenues shall be deposited. The Authority shall have the discretion to establish other funds in addition to the funds identified below, but shall at all times maintain the funds as set forth below.

1. Gross Revenues Fund. The Authority shall deposit all income and amounts received from the operation of its system into the “Gross Revenues Fund.”

2. Operation and Maintenance Fund. The Authority shall deposit, from time to time, into an “Operation and Maintenance Fund,” moneys from the Gross Revenues Fund in amounts sufficient to cover Operation and Maintenance Expenses of the Authority.

3. Debt Service Fund. After the Authority has deposited revenues from the Operation and Maintenance Component into the Operation and Maintenance Fund, it shall deposit the Debt Service Component into the “Debt Service Fund.”

4. Other Funds. After the Authority has deposited the Operation and Maintenance Component in the Operation and Maintenance Fund and the Debt Service Component in the Debt Service Fund, any remaining Net Revenues may be deposited in any other funds established by the Authority.

VI. Obligation to Serve the Parties. The Authority shall be obligated to meet the Parties' reasonable demands for delivering Treated Water to the Parties from supplies, including augmentation supplies, furnished to the Authority by the Parties at the location of the Treatment Facility, however, no Party shall be entitled to receive Treated Water from the Authority in excess of such Party's Treatment Capacity Share at the time of delivery, unless: (i) otherwise agreed by the Board of Directors on the condition that the delivery of additional Treated Water will not be detrimental to the other Parties' respective Treatment Capacity Share and no expansion or improvement to the Treatment Facility's Treatment Capacity is required; or (ii) the Party seeking additional Treated Water enters into an agreement with another Party to receive a portion of such Party's Treatment Capacity Share.

A. Design and Construction of Treatment Facility. The Treatment Facility may be constructed in multiple phases and may be expanded from time to time to meet the projected needs of each Party and effectuate the delivery of Treated Water to the Parties at the Master Meter(s). The design and construction plans for all applicable construction phases of the Treatment Facility shall be approved in advance by the Board of Directors.

B. Allocation of Treatment Capacity.

1. Generally. In each calendar year, the Board of Directors shall determine each Party's Treatment Capacity Share for the subsequent calendar year and provide each Party with written notice thereof. Each Party shall be entitled to a Treatment Capacity Share that the Authority and the Party agree the Authority will allot to the Party during the applicable construction phase of the Treatment Facility through a Service Contract.

2. Payment of Pro Rata Share Funding Obligation. A Party shall not be entitled to use its Treatment Capacity Share until such time as it has paid to the Authority or is credited by the Authority as having paid, in the manner and times set forth in the Service Contract, all charges, fees, and/or assessments imposed by the Authority.

3. Amendment. A Party's Treatment Capacity Share may be subject to amendment because additional capacity is available in the Treatment Facility without the Authority having to undertake an expansion to increase Treatment Capacity, through an expansion of the Treatment Facility, by agreement for the transfer of a Party's Treatment Capacity Share, or for any other reason approved by the Board of Directors on the condition that the modification applies equally on a proportional basis to all Parties' receiving Treated Water.

4. Delivery of Treated Water. Notwithstanding any other provision of this Agreement, the volume of Treated Water that the Authority is obligated to provide a Party shall not exceed the volume of raw water provided by such Party to the Authority for treatment. It is expressly agreed that such Party may not utilize the raw water inventory of any other Party without the prior written consent of such other Party.

C. Expansion, Improvement, or Additional Treated Water Supply. The Authority may desire or be obligated, in time, to expand or improve the Treatment Facility, or obtain additional Treated Water through contract with other treated water suppliers when reasonably necessary to: (i) meet a Party's Treatment Capacity Share allotment under a Service Contract; (ii) comply with applicable local, state and federal laws regarding water quality; (iii) as necessary to maintain appropriate levels of Treated Water service to the customers of each Party, taking into account the requirements of all Parties; or (iv) for other lawful reasons as may be set forth in the Service Contracts or determined to be appropriate by the Board of Directors. The Authority shall start planning for the design and construction of any expansion of the Treatment Facility at such time as the Authority is operating the Treatment Facility at 80% of Treatment Capacity. Any Party seeking a Treatment Capacity Share in a construction phase of the Treatment Facility shall be responsible for its pro rata share of the costs of such construction. Any expansion or improvement of the Treatment Facility shall comply with the permit issued by CDPHE for the Treatment Facility and may result in corresponding modifications of each Party's Treatment Capacity Share set forth in a Service Contract or amendment thereto.

D. Party Construction of Treatment Facility Capital Improvements. The Authority may contract with a Party to design and construct any phase of the Treatment Facility or portion of the Treatment Facility Capital Improvements on behalf of the Authority ("Constructing Party"). The Constructing Party shall be entitled to receive from the Authority reimbursement in an amount set forth in a separate contract between the Authority and such Party, which shall include, at a minimum, an amount equal to each participating Party's pro-rata share of the costs of Treatment Facility Capital Improvements; provided, however, that the Constructing Party may pay its pro-rata share of the costs of Treatment Facility Capital Improvements directly to the general contractor pursuant to a separate construction contract.

While the Authority and the Constructing Party may agree upon the terms of such separate contract at the time of execution, the Parties generally anticipate that:

1. The Constructing Party shall not own any portion of the Treatment Facility or, to the extent distinct, the Treatment Facility Capital Improvements at any time and, rather, shall construct the Treatment Facility Capital Improvements on behalf of the Authority; and

2. The Authority shall pay preconstruction costs to the Constructing Party prior to the Constructing Party's issuance of a notice of award of the construction contract to a contractor. The balance of the Authority's payment obligations shall be paid in equal installments commensurate with the progress payments made by the Constructing Party.

E. Establishment of Rates, Fees, and Charges. The Board of Directors shall establish rates, fees, and charges for delivery of Treated Water to the Parties to provide for all of the costs associated with owning, operating, maintaining and improving the Treatment Facility and providing reasonable contingency and reserve funds. Any charge for Treatment Facility Capital Improvements, including, but not limited to, any Debt Service Component within the fees and charges for Treated Water, shall be imposed only on, and in proportion to the benefit received by, the Party or Parties benefitting from the associated cost based on such Party's Treatment

Capacity Share. Any Party with a zero percent (0%) Treatment Capacity Share shall pay a charge established by the Board of Directors to offset reasonable fixed costs incurred by the Authority for maintenance of the Property and Treatment Facility. For the avoidance of doubt, the reasonable fixed costs shall be administrative in nature and not, among other potential costs, include flow-based or flow-related costs.

F. Delivery to the Treatment Facility. Except for development of transmission lines to deliver NISP water to the Treatment Facility, the Authority shall have no obligation to develop transmission or distribution systems to permit a Party to supply and deliver other sources of raw water to the Treatment Facility for treatment by the Authority.

G. Delivery from the Treatment Facility. The Authority shall deliver Treated Water to each Party's Master Meter. The Authority may own and operate transmission lines extending beyond the boundaries of the Property for the purpose of delivering Treated Water to the Master Meters. It will be the responsibility of each Party to provide transmission and distribution of Treated Water from such Party's Master Meter to such Party's System. The Authority shall have no obligation to develop transmission or distribution systems to supply Treated Water from the Parties' Master Meters to the Parties' respective Systems, nor to supply Treated Water to points other than at the Master Meters.

H. Limitation on Providing Treated Water to Other Entities. The Authority shall not be authorized to provide Water Treatment Services to any person or entity other than a Party. Notwithstanding, any person or entity wishing to receive Treated Water from the Authority may enter into an agreement or arrangements with any one of the Parties to receive all or a portion of such Party's Treatment Capacity Share, in which case the Authority shall have no direct relationship or obligation to such person or entity.

I. Master Planning. Each Party shall provide to the Authority annually, no later than March 1, its estimated peak demand for Treated Water for each of the subsequent ten (10) years. The Authority shall prepare and update, no less frequently than every three (3) years, a capital improvement and master plan to ensure the capability of the Authority to meet the Parties' reasonable demands for Treated Water to be delivered at the location of the Master Meters, including any reasonably necessary Treatment Facility Capital Improvements.

J. Water Quality. The Authority shall promulgate water quality standards for the intake of raw water and the delivery of Treated Water, except that the Authority shall be obligated to, at all times, accept the delivery of NISP water. The Authority shall ensure that all Treated Water delivered to the Parties meets all applicable local, state, and federal laws regarding water quality. Where applicable, the Authority may promulgate water quality standards, treatment standards, and discharge standards, which also may be set out in the Service Contracts.

K. Agreements for Supply and Transmission. The Authority may enter into agreements with other suppliers and distributors of raw water. To facilitate delivery of Treated Water, the Authority may enter into exchange, transmission, or supply agreements. The Authority shall honor any existing or future exchange, transmission, or supply agreements entered into by any of the Parties with other suppliers and distributors of raw water, so long as the role of the

Authority is limited to providing Treated Water for the benefit of a Party at the location of the Master Meters.

L. Transfer of Treatment Capacity Share. A Party may transfer all or a portion of its Treatment Capacity Share from time to time to one or more other Parties, with or without Funding Obligations, in accordance with this Section VI.L. Such transfers shall be memorialized in a separate written agreement executed by the transferring and acquiring Parties (a “Transfer Agreement”). For the avoidance of doubt, nothing contained herein shall prohibit a Party from re-acquiring Treatment Capacity Share that it previously transferred to another Party, subject to the terms and conditions of the Transfer Agreement.

1. Transfer With Funding Obligations. In the case of a transfer with Funding Obligations, the Party acquiring all or a portion of another Party’s Treatment Capacity Share assumes, and the transferring Party shall be relieved of, the transferring Party’s pro rata share of the Funding Obligations associated with the Treatment Capacity Share being transferred, except as may otherwise be set forth in the Transfer Agreement.

2. Transfer Without Funding Obligations. In the case of a transfer without Funding Obligations, the Party acquiring all or a portion of another Party’s Treatment Capacity Share does not assume, and the transferring Party shall remain liable for, the transferring Party’s pro rata share of the Funding Obligations, except as may otherwise be set forth in the Transfer Agreement. While not a requirement, the Parties anticipate that a transfer without Funding Obligations may occur with respect to short-term transfers and re-transfers of Treatment Capacity Share.

3. Notice to the Board of Directors. A Party shall not be required to obtain approval of the Board of Directors to transfer its Treatment Capacity Share to one or more other Parties. The Party shall, however, provide written notice and a copy of the Transfer Agreement to the Board of Directors within thirty (30) days following the transfer.

4. Invalid Transfers. Any transfer of Treatment Capacity Share in contravention of this Section VI.L. shall be void and of no force or effect, and a Party’s rights and obligations under this Agreement shall not be affected by such invalid transfer.

VII. Service Contracts and Additional Parties.

A. Service Contracts. Each Party shall enter into a Service Contract within two (2) years after the establishment of the Authority, unless such time period is extended by the Board of Directors. The Service Contracts may be amended from time to time.

B. Additional Parties to Agreement. Additional governmental or quasi-municipal entities may be added to this Agreement as a party with the unanimous written consent formally approved by the governing body of each Party. An entity added as a party shall enter into a Service Contract with the Authority to define the terms and extent of the service provided by the Authority to the new party and be subject to the terms and conditions required by the Authority. A new party may be assessed, in addition to other reasonable capacity-related fees required to allocate Treatment Capacity Share to such new party, a capital investment fee to cover

its pro rata share of (i) the costs of those capital assets, including but not limited to the cost of the construction of the Treatment Facility, previously purchased or paid by the Authority or provided by the Parties for joint use by all Parties, (ii) the costs to expand or provide additional facilities or infrastructure, as needed, to accommodate new or incremental Treatment Capacity; or (iii) the costs of planned future improvements to the Treatment Facility.

C. Consent of the Parties. Whenever consent of the Parties is required as provided herein, such consent shall not be unreasonably withheld, conditioned or delayed.

VIII. Term, Termination and Withdrawal.

A. Term. This Agreement shall become effective on the date when the Agreement is executed by all the Parties. The term of this Agreement shall be perpetual and shall extend until terminated as provided herein.

B. Termination. Subject to subsection D. below, this Agreement may be terminated, and the Authority thus dissolved, only by the unanimous consent of all Parties to the Agreement at the time of termination, by resolution of the governing body of the Parties, except that if there are only two (2) members of the Authority, notice of withdrawal provided by either Party shall effectuate a termination as of the end of the fiscal year. Upon termination of this Agreement, all assets and property of the Authority shall be liquidated and distributed to the terminating Parties based on their then-current Treatment Capacity Share. Disposal of the assets and property of the Authority shall be in consideration of fair market value, as determined by agreement of the Parties or, if an agreement cannot be reached, by appraisal by a qualified appraiser selected by the Authority. If there are only two Parties and termination is brought about by notice of withdrawal provided by either Party, in case of dispute regarding selection of an appraiser, the two Parties shall each select one appraiser and the two selected appraisers shall select a third appraiser. Valuation shall be determined by the average valuation of the three appraisers.

C. Withdrawal of Parties. A Party may withdraw from this Agreement as of the end of any fiscal year by providing written notice authorized by resolution of the governing body of such Party, provided to the Board of Directors and each Party no later than one hundred eighty (180) days prior to the end of the fiscal year.

1. A withdrawing Party with a Treatment Capacity Share greater than zero percent (0%) shall remain liable for any and all financial obligations incurred by such Party to or on behalf of the Authority, as of the effective date of the withdrawal. A Party that has transferred its Treatment Capacity Share to one or more other Parties with Funding Obligations shall not, upon withdrawal, be liable to the Authority for the Funding Obligations associated with such transferred Treatment Capacity Share, unless otherwise provided in a Transfer Agreement. For the avoidance of doubt, if a Party has transferred all of its Treatment Capacity Share to one or more other Parties with Funding Obligations, such Party shall be deemed to have a zero percent (0%) Treatment Capacity Share upon withdrawal.

2. Withdrawal by any Party shall not cause termination of this Agreement, so long as there remains at least two (2) Parties that have not withdrawn. Dissolution of a Party shall be treated as a withdrawal. Upon withdrawal, a withdrawing Party shall forfeit all

interest, right or title in or to any assets or equity of the Authority, unless the Board of Directors approves a specific agreement to the contrary, and the withdrawing Party's Treatment Capacity Share shall be reallocated amongst the remaining Parties in proportion to each remaining Party's Pro Rata Share Funding Obligations. Such reallocations shall be memorialized in amendments to the affected Service Contracts.

D. No Termination if Outstanding Financial Obligations. This Agreement may not be rescinded or terminated so long as any Authority Obligations are outstanding, unless provision for full payment of such obligations has been made pursuant to the terms of such obligations.

IX. Dispute Resolution.

A. Negotiation. If any Party believes that the Authority is not meeting its obligation to serve Treated Water to that Party or has any other dispute with the Authority, such Party shall have the right to request a meeting with the Authority. Such Party shall provide written notice to the Authority, requesting a meeting within thirty (30) days thereafter to discuss the matter. Such Party and the Authority shall meet within said thirty (30) day period, unless the time period is extended by mutual agreement of the Party and Authority and negotiate in good faith.

B. Mediation. If the Party and the Authority are not able to reach an agreement regarding the Authority's obligation to serve the Party or other disputed issue, such Party may submit the matter to mediation. Unless otherwise agreed to by the Party and the Authority, the mediation shall occur at the Judicial Arbitrator Group, Inc., a Colorado corporation, in Denver, Colorado. The Party and the Authority shall share equally in the cost of the mediation.

C. Legal Recourse. In the event the Party and the Authority are unable to arrive at an agreement regarding the Authority's obligation to serve the Party or such other disputed issue within sixty (60) days after the appointment of a mediator, then the Party shall have the right to pursue legal recourse in a court of competent jurisdiction or in such other forum as may be agreed upon between the Party and the Authority. The Party and the Authority shall each bear its own attorney's fees related to the legal proceeding.

X. Miscellaneous.

A. Notices. Any formal notice, demand, or request provided for in this Agreement shall be in writing and shall be deemed properly served, given, or made if delivered in person, sent by registered or certified mail, postage prepaid, to the Parties at the addresses, as set forth on each signature page attached hereto, unless another address is certified to the Authority, or sent by electronic mail notification to the chief administrative officer of each party on the condition that the intended recipient acknowledges receipt of the electronic mail.

B. Governing Law and Venue. This Agreement and the interpretation thereof shall be governed by the laws of the State of Colorado. Venue for any claim, proceeding or action arising out of this Agreement shall be in the County of Weld, State of Colorado.

C. No Third-Party Beneficiaries. Nothing in this Agreement shall be deemed to create any third-party benefits or beneficiaries or create a right or cause of action for the

enforcement of its terms, in any entity or person not a party to this Agreement, including any employees, volunteers, officers, or agents of the Parties.

D. Existing Agreements. This Agreement shall not terminate any existing agreement between any Party, except as expressly noted in this Agreement.

E. Assignments. Except as otherwise provided herein, no Party may assign its rights, title or interests in this Agreement without the unanimous written consent of all the Parties. In the event of an assignment, the governing body of the entity of the new party shall ratify the then-current terms of this Agreement, execute a Service Contract with the Authority, and cause an assignment of this Agreement to be executed.

F. Force Majeure. Except for payments due, no Party nor the Authority, shall be in default by reason of failure in performance of this Agreement if such failure arises out of causes beyond their reasonable control and without their fault or negligence, including acts of God, extreme weather, power failures, flooding, fire, epidemics, quarantine restrictions, and/or strike or civil disorder making it inadvisable or impossible for the Parties or the Authority to comply with this Agreement.

G. Severability. In the event that any of the terms, covenants, or conditions of this Agreement, or their application, shall be held invalid as to any person, corporation, or circumstance by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and such determination shall not affect or impair the validity or enforceability of any other provision, and the remaining provisions shall be interpreted and applied so far as possible to reflect the original intent and purpose of this Agreement.

H. Amendments. This Agreement may be amended only by written document approved by formal authority of the governing bodies of all of the Parties; provided, however, that such amendment shall not affect other obligations outstanding of the Authority unless provision for full payment of such obligations, by escrow or otherwise, has been made pursuant to such obligations.

I. Duplicate Originals; Electronic Signatures. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. The Parties consent to the use of electronic and .pdf signatures and agree that the transaction contemplated herein may be conducted electronically pursuant to the Uniform Electronic Transactions Act, § 24-71.3-101 *et seq.*, C.R.S.

J. Section Headings. The section headings in this Agreement have been inserted for convenience of reference only and shall not affect the meaning or interpretation of any part of this Agreement.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as follows:

Executed this 18th day of January, 2024, by the Town of Eaton.

TOWN OF EATON

By:

Scott E. Moser, Mayor

Attest:

Margaret Jane Winter, Town Clerk

Town of Eaton
Attn: Town Administrator
224 1st Street
Eaton, CO 80534

Executed this ___ day of _____, 2024, by the Town of Severance.

TOWN OF SEVERANCE

By:

Matthew Fries, Mayor

Attest:

Leah Vanarsdall, Town Clerk

Town of Severance
Attn: Town Manager
3 S. Timber Ridge Pkwy.
Severance, CO 80550

Executed this ___ day of _____, 2024, by the Town of Windsor.

TOWN OF WINDSOR

By:

Paul Rennemeyer, Mayor

Attest:

Karen Frawley, Town Clerk

Town of Windsor
Attn: Town Manager
301 Walnut Street
Windsor, CO 80550

Executed this ___ day of _____, 2024, by the Fort Collins-Loveland Water District.

**FORT COLLINS-LOVELAND WATER
DISTRICT**

By:

James Borland, Chairman

Attest:

Chris Pletcher, Secretary

Fort Collins-Loveland Water District
Attn: General Manager
5150 Snead Drive
Fort Collins, CO 80525

**EXHIBIT A
PROPERTY DESCRIPTION**

A PARCEL OF LAND BEING A PART OF SECTION THIRTY (30), TOWNSHIP EIGHT NORTH (T.08N.), RANGE SIXTY-SEVEN WEST (R.67W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), COUNTY OF WELD, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 30 AND ASSUMING THE NORTH LINE OF SAID SECTION 30 AS BEARING NORTH 88°15'32" EAST BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983/2011, A DISTANCE OF 2569.53 FEET WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE NORTH 88°15'32" EAST A DISTANCE OF 1200.09 FEET;
THENCE SOUTH 05°17'52" EAST A DISTANCE OF 474.93 FEET;
THENCE SOUTH 33°00'46" EAST A DISTANCE OF 723.23 FEET;
THENCE SOUTH 66°53'27" EAST A DISTANCE OF 216.44 FEET;
THENCE SOUTH 15°04'48" EAST A DISTANCE OF 426.99 FEET;
THENCE SOUTH 50°44'20" EAST A DISTANCE OF 745.23 FEET TO THE NORTH-SOUTH ONE-QUARTER (1/4) LINE OF SAID SECTION 30;
THENCE CONTINUING ALONG SOUTH 50°44'20" EAST A DISTANCE OF 64.51 FEET;
THENCE SOUTH 30°10'54" EAST A DISTANCE OF 295.76 FEET;
THENCE SOUTH 36°41'29" EAST A DISTANCE OF 257.08 FEET;
THENCE SOUTH 13°49'16" EAST A DISTANCE OF 22.99 TO THE EAST-WEST ONE-QUARTER (1/4) LINE OF SAID SECTION 30;
THENCE CONTINUING ALONG SOUTH 13°49'16" EAST A DISTANCE OF 527.37 FEET;
THENCE SOUTH 30°04'10" EAST A DISTANCE OF 470.61 FEET;
THENCE SOUTH 10°17'00" EAST A DISTANCE OF 473.22 FEET;
THENCE SOUTH 60°52'42" EAST A DISTANCE OF 633.30 FEET;
THENCE SOUTH 01°48'15" EAST A DISTANCE OF 903.54 FEET TO THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER (1/4) OF SAID SECTION 30;
THENCE SOUTH 88°11'28" WEST ALONG SAID SOUTH LINE A DISTANCE OF 684.32 FEET TO THE EASTERLY EDGE OF A 30.00 FOOT WIDE STRIP OF LAND DEEDED TO THE CACTUS HILL DITCH COMPANY DITCH AS RECORDED IN BOOK 250, PAGE 95 OF THE RECORDS OF WELD COUNTY.

THE FOLLOWING 50 COURSES ARE ALONG THE EASTERLY EDGE OF SAID 30.00 FOOT PERMANENT EASEMENT.

THENCE NORTH 13°35'40" EAST A DISTANCE OF 31.26 FEET TO A POINT OF CURVATURE (PC);

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST A DISTANCE OF 91.54 FEET, SAID CURVE HAS A RADIUS OF 95.00 FEET, A DELTA OF 55°12'42" AND IS SUBTENDED BY A CHORD BEARING NORTH 12°19'12" WEST A DISTANCE OF 88.04 FEET TO A POINT OF TANGENCY (PT);

THENCE NORTH 39°55'33" WEST A DISTANCE OF 76.83 FEET;

THENCE NORTH 45°33'41" WEST A DISTANCE OF 245.28 FEET;

THENCE NORTH 37°41'11" WEST A DISTANCE OF 258.26 FEET;

THENCE NORTH 24°17'28" WEST A DISTANCE OF 76.83 FEET;

THENCE NORTH 14°37'12" WEST A DISTANCE OF 84.13 FEET;

THENCE NORTH 08°47'06" WEST A DISTANCE OF 133.60 FEET;

THENCE NORTH 21°12'03" WEST A DISTANCE OF 74.38 FEET;

THENCE NORTH 24°31'46" WEST A DISTANCE OF 201.79 FEET;

THENCE NORTH 02°16'31" WEST A DISTANCE OF 129.79 FEET;

THENCE NORTH 21°47'44" EAST A DISTANCE OF 177.10 FEET;

THENCE NORTH 28°18'06" EAST A DISTANCE OF 61.19 FEET;

THENCE NORTH 01°44'12" WEST A DISTANCE OF 133.97 FEET TO A POINT OF CURVATURE (PC);

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST A DISTANCE OF 84.03 FEET, SAID CURVE HAS A RADIUS OF 75.00 FEET, A DELTA OF 64°11'44" AND IS SUBTENDED BY A CHORD BEARING NORTH 33°50'04" WEST A DISTANCE OF 79.70 FEET TO A POINT OF TANGENCY (PT);

THENCE NORTH 65°55'56" WEST A DISTANCE OF 100.22 FEET;

THENCE NORTH 32°08'17" WEST A DISTANCE OF 125.39 FEET;

THENCE NORTH 07°41'08" EAST A DISTANCE OF 137.47 FEET TO A POINT OF CURVATURE (PC);

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST A DISTANCE OF 148.92 FEET TO THE NORTH-SOUTH ONE-QUARTER (1/4) LINE OF SAID SECTION 30, SAID CURVE HAS A RADIUS OF 125.00 FEET, A DELTA OF 68°15'35" AND IS SUBTENDED BY A CHORD BEARING NORTH 26°26'40" WEST A DISTANCE OF 140.27 FEET;

THENCE CONTINUING ALONG THE ARC OF SAID CURVE CONCAVE TO THE SOUTHWEST A DISTANCE OF 45.87 FEET, SAID CURVE HAS A RADIUS OF 125.00 FEET, A DELTA OF 21°01'32" AND IS SUBTENDED BY A CHORD BEARING NORTH 71°05'13" WEST A DISTANCE OF 45.61 FEET TO A POINT OF TANGENCY (PT);

THENCE NORTH 81°36'00" WEST A DISTANCE OF 47.75 FEET;

THENCE NORTH 69°52'23" WEST A DISTANCE OF 92.25 FEET;

THENCE NORTH 50°46'29" WEST A DISTANCE OF 102.45 FEET TO A POINT OF CURVATURE (PC);

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST A DISTANCE OF 103.58 FEET, SAID CURVE HAS A RADIUS OF 70.00 FEET, A DELTA OF 84°46'40" AND IS SUBTENDED BY A CHORD BEARING NORTH 05°22'27" WEST A DISTANCE OF 94.38 FEET TO A POINT OF TANGENCY (PT);

THENCE NORTH 37°00'53" EAST A DISTANCE OF 58.05 FEET TO A POINT OF CURVATURE (PC);

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHWEST A DISTANCE OF 103.19 FEET, SAID CURVE HAS A RADIUS OF 80.00 FEET, A DELTA OF

73°54'26" AND IS SUBTENDED BY A CHORD BEARING NORTH 00°03'40" EAST A DISTANCE OF 96.19 FEET TO A POINT OF TANGENCY (PT);
THENCE NORTH 36°53'33" WEST A DISTANCE OF 47.73 FEET;
THENCE NORTH 47°09'56" WEST A DISTANCE OF 100.34 FEET TO A POINT OF CURVATURE (PC);
THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST A DISTANCE OF 102.67 FEET, SAID CURVE HAS A RADIUS OF 70.00 FEET, A DELTA OF 84°02'19" AND IS SUBTENDED BY A CHORD BEARING NORTH 89°11'06" WEST A DISTANCE OF 93.71 FEET TO A POINT OF TANGENCY (PT); THENCE SOUTH 48°47'45" WEST A DISTANCE OF 107.35 FEET;
THENCE SOUTH 61°11'58" WEST A DISTANCE OF 72.29 FEET;
THENCE SOUTH 83°35'49" WEST A DISTANCE OF 85.87 FEET;
THENCE NORTH 71°00'24" WEST A DISTANCE OF 145.09 FEET;
THENCE NORTH 68°27'36" WEST A DISTANCE OF 136.58 FEET;
THENCE NORTH 58°15'56" WEST A DISTANCE OF 90.41 FEET;
THENCE NORTH 52°49'03" WEST A DISTANCE OF 62.31 FEET TO THE EAST-WEST ONE-QUARTER (1/4) LINE OF SAID SECTION 30;
THENCE CONTINUING NORTH 52°49'03" WEST A DISTANCE OF 138.83 FEET;
THENCE NORTH 40°38'39" WEST A DISTANCE OF 99.66 FEET;
THENCE NORTH 33°15'51" WEST A DISTANCE OF 254.77 FEET TO A POINT OF CURVATURE (PC);
THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST A DISTANCE OF 68.68 FEET, SAID CURVE HAS A RADIUS OF 102.11 FEET, A DELTA OF 38°32'19" AND IS SUBTENDED BY A CHORD BEARING NORTH 46°21'05" WEST A DISTANCE OF 67.40 FEET TO A POINT OF TANGENCY (PT);
THENCE NORTH 72°41'01" WEST A DISTANCE OF 158.75 FEET;
THENCE NORTH 57°59'09" WEST A DISTANCE OF 74.67 FEET;
THENCE NORTH 47°07'44" WEST A DISTANCE OF 516.81 FEET;
THENCE NORTH 51°49'12" WEST A DISTANCE OF 76.06 FEET;
THENCE NORTH 57°13'20" WEST A DISTANCE OF 74.09 FEET;
THENCE NORTH 55°59'55" WEST A DISTANCE OF 73.53 FEET;
THENCE NORTH 42°31'15" WEST A DISTANCE OF 153.25 FEET;
THENCE NORTH 35°00'05" WEST A DISTANCE OF 113.98 FEET;
THENCE NORTH 25°50'52" WEST A DISTANCE OF 80.33 FEET;
THENCE NORTH 31°54'09" WEST A DISTANCE OF 197.45 FEET;
THENCE NORTH 00°23'30" EAST A DISTANCE OF 1147.85 FEET TO THE POINT OF BEGINNING.

DESCRIPTION PREPARED BY:

CHRISTOPHER A. DEPAULIS
COLORADO LICENSED PROFESSIONAL
LAND SURVEYOR #38105
KING SURVEYORS
650 EAST GARDEN DRIVE
WINDSOR, COLORADO 80550

CLRWTA Transfer Agreement

Term Sheet

Transferor:	Town of Eaton, a statutory town and political subdivision of the County of Weld, State of Colorado (“Eaton”)
Transferee:	Fort Collins - Loveland Water District, a quasi-municipal corporation and political subdivision of the County of Larimer, State of Colorado (“FCLWD”)
Background/Purpose:	<p>FCLWD and Eaton are members of the Cobb Lake Regional Water Treatment Authority (“CLRWTA”), together with the Town of Severance and the Town of Windsor.</p> <p>CLRWTA will construct, operate and maintain the Cobb Lake Water Treatment Plant (“Project”).</p> <p>FCLWD has an imminent need to use the Project and desires to proceed with the design and construction of Phase I of the Project. Eaton does not have an imminent need to use the Project and desires to delay its capital contribution to the Project until such need arises.</p> <p>In anticipation of Eaton’s future needs and to facilitate Eaton’s continued and direct participation in CLRWTA governance, Eaton desires to transfer its Treatment Capacity Share without Funding Obligations¹, pursuant to Section IV.L.2. of the CLRWTA Creation Agreement.</p>
Eaton’s Treatment Capacity Share	Eaton agrees that its Treatment Capacity Share, which shall be allocated to Eaton in a Service Contract (as defined in the CLRWTA Creation Agreement), shall be no less than 0.1 MGD and no greater than 1.0 MGD.
Initial Transfer to FCLWD:	<p>Upon mutual execution of the Transfer Agreement, Eaton shall be deemed to have transferred 100%² of its Treatment Capacity Share (“Transferred Share”) to FCLWD.</p> <p>No further documentation shall be needed to evidence such transfer.</p>

¹ Confirm

² Confirm

Transfer Back to Eaton:	<p>Upon satisfaction of all Transfer Back Conditions, FCLWD shall transfer back to Eaton that portion of the Transferred Share that Eaton desires to reclaim. Such transfer(s) shall be memorialized in a separate writing executed by the Parties.</p> <p>The Transferred Share may be reclaimed by Eaton in its entirety or in phases.</p>
Transfer Back Conditions:	<ol style="list-style-type: none">1. Payment of all of the following:<ol style="list-style-type: none">a. Eaton's pro rata share of all costs and expenses of constructing and completing Treatment Facility Capital Improvements, as defined in the CLRWTA Creation Agreement, plus 0.0% per annum interest on such amount.b. Any fee, assessment or rate established by the Board to repay Authority Obligations;³c. To the extent distinct, the Debt Service Component of the Authority Obligations.⁴d. Any fees or other financial obligations established by the CLRWTA Board during the term of this Agreement.2. Three (3) years prior written notice to FCLWD of the portion of the Transferred Share that Eaton will reclaim, which will allow sufficient time for FCLWD and/or the Authority to expand the Treatment Facility in an effort to replace the Transferred Share.
Term:	Perpetual
Termination:	<p>The Agreement will terminate:</p> <ol style="list-style-type: none">1. Automatically when 100% of the Transferred Share has been transferred back to Eaton.2. As otherwise provided in the Transfer Agreement (see Withdrawal from CLRWTA; Default).3. Upon mutual agreement of the Parties in writing.
Withdrawal from CLRWTA:	<p>If Eaton withdraws from CLRWTA:</p> <ol style="list-style-type: none">1. FCLWD will retain the Transferred Share;2. Eaton will not be obligated to pay FCLWD for its pro rata share of all costs and expenses of constructing and completing Treatment Facility Capital Improvements; and3. The Transfer Agreement will automatically terminate.
Amendments:	All modifications to the Transfer Agreement shall be in writing and signed by the Parties.

³ From definition of "Funding Obligations" in Creation Agreement. Delete if N/A

⁴ Same as above

Default:	Each and every term and condition hereof shall be deemed to be a material element of this Transfer Agreement. In the event either Party should fail or refuse to perform according to the terms of this Agreement, such Party may be declared in default.
Remedies:	In the event a Party declares a default by the other Party, such defaulting Party shall be allowed a period of ten (10) days within which to cure said default. In the event the default remains uncorrected, the Party declaring default may elect to (a) terminate the Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (c) avail itself of any other remedy at law or equity. If the non-defaulting Party commences legal or equitable actions against the defaulting Party, the defaulting Party shall be liable to the non-defaulting Party for the non-defaulting Party's reasonable attorney's fees and costs incurred because of the default.
Governing Law/Venue:	Colorado Law / State of Colorado District Court for Weld County.

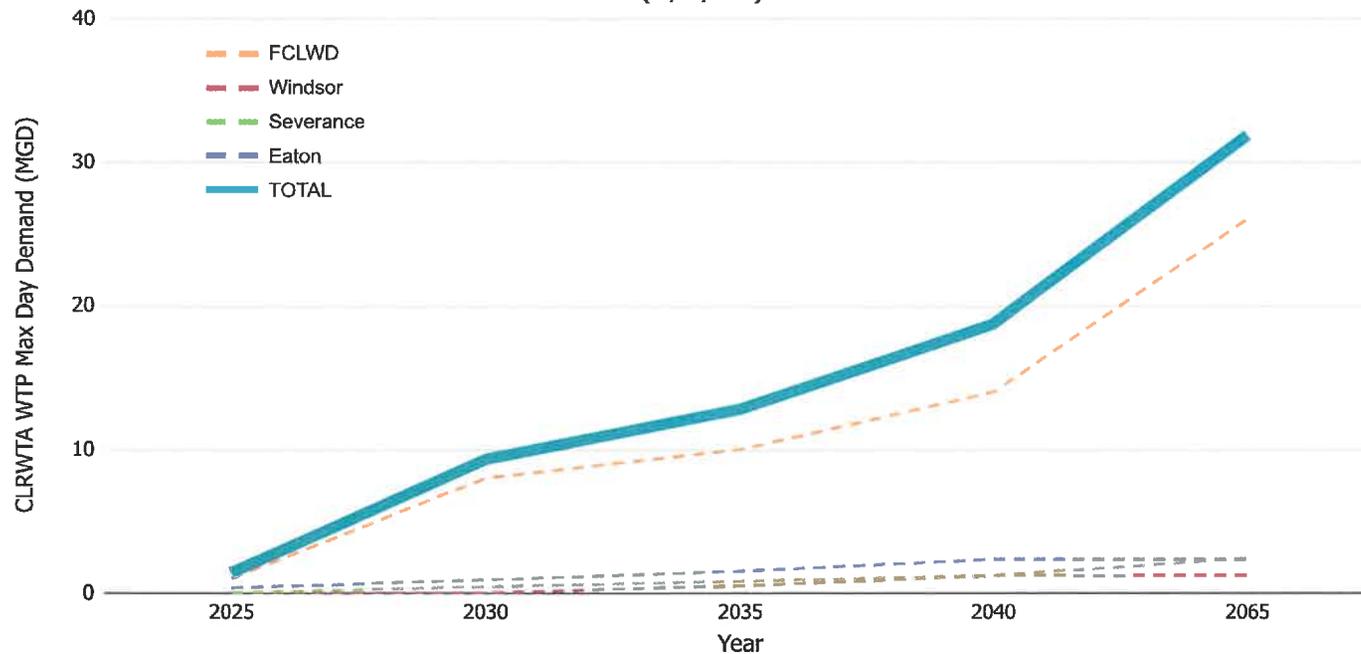


CLRWTA - Cobb Lake Regional Water Treatment Authority
 Projected Aggregate Demands Updated 1/7/24

WTA MGD Demand (Max Day)						
	2025	2030	2035	2040	2065	Notes
FCLWD	1	8	10	14	26	2045/2065 demand has increased over March 2023 version
Windsor	0	0	0.5	1.2	1.2	5 MGD SCTWA, 0.5 MGD = 3,600 (400/year) until 2035. 50 GPCD @ 2.8 per dual use house
Severance	0.04	0.43	0.82	1.21	2.39	Revised numbers from Colorado Civil Group (1/5/24)
Eaton	0.4	0.9	1.5	2.3	2.3	No changes per 10/27/23 email from Eaton referencing March 2023 version
TOTAL	1.4	9.3	12.8	18.7	31.9	

2013 Study Total	6.4	12.0	16.5	19.5	-
3/28/23 Total	1.7	9.8	14.6	19.5	26.5

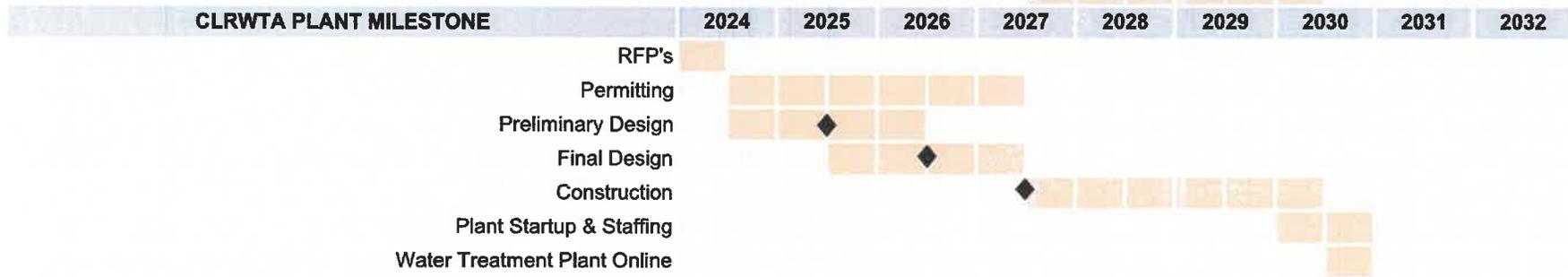
CLRWTA WTP Demand Projection
(1/7/24)





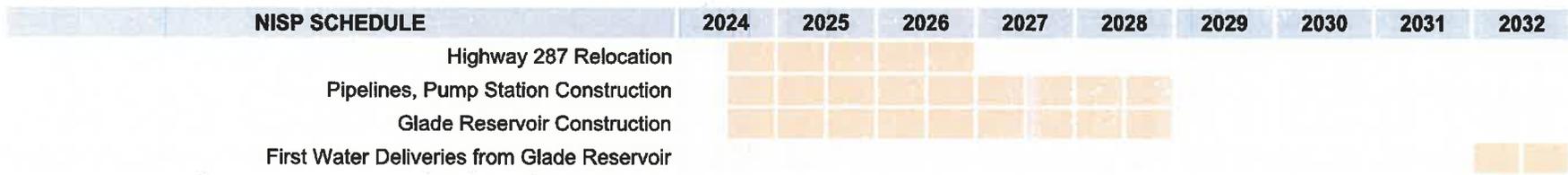
Preliminary CLRWTA Facility Schedule - updated Oct 3, 2023

Schedule will be refined and updated once design team is selected and onboarded in early 2024.



◆ 30-60-90% Design / Cost Estimate Milestones

Updated 9/25/2023



Retrieved from <https://www.northernwater.org/NISP/about/project-status> on 9/25/2023

Town of Eaton **MONTHLY STAFF REPORT**

January 2024



ADMINISTRATION



TOWN OF EATON STAFF REPORT

Town staff are excited about all the 2024 opportunities and projects budgeted to make our community a better place to live! Attached to this report is a summary schedule of 2024 projects that Northern Engineering will be managing as the Town Engineer.

Downtown Development Authority (DDA)

The Eaton Hometown Revitalization Committee (EHRC) has been working with Ayres Associates planning the formation of a DDA. Community meetings have been scheduled for Monday February 5 8-10AM at Coffee House 29 and Thursday February 8 6-8PM at Pure Skin and Company. Flyers will be created and the EHRC will be doing personal invitations to the kickoff meetings.

Leadership Staff Retreat

Town leadership staff have an off site retreat scheduled Friday January 12 led by Deanna Heyn with CPS HR. We are looking forward to starting the year aligning our vision and goals for 2024 as a leadership team.

Finance

CASH ALLOCATION

NOVEMBER

General Fund	4,000,487
Library	5,797,126
Streets	3,106,607
Water	3,845,128
Sewer	883,810
Sanitation	228,449
Irrigation	195,293
Special Revenue	1,016,916
TOTAL	19,073,816

SALES TAX

	2020	2021	2022	2023
JAN	247,302	264,114	325,462	310,368
FEB	263,335	204,045	255,289	268,430
MAR	201,606	218,997	269,309	269,037

APR	265,572	309,747	287,382	343,950
MAY	286,634	268,755	262,003	322,989
JUN	250,556	278,204	287,739	307,767
JUL	218,448	332,329	306,415	337,388
AUG	198,349	283,600	364,272	340,289
SEP	194,457	286,652	393,407	351,581
OCT	235,241	293,425	380,582	446,955
NOV	227,873	271,386	324,619	280,402
DEC	233,058	281,838	345,475	280,264
TOTAL	2,822,432	3,296,091	3,801,953	3,859,420

FUND SUMMARY NOVEMBER

	YEAR TO DATE	BUDGET	REMAINING/EXPENDED
<i>GF REVENUE</i>	4,305,865	4,277,387	(28,478)
<i>GF EXPENSES</i>	4,286,988	5,261,366	974,378
<i>NET SURPLUS/(LOSS)</i>	18,877	(983,979)	
<i>LIBRARY REVENUE</i>	2,075,702	2,001,009	(74,693)
<i>LIBRARY EXPENSES</i>	993,304	2,210,924	1,217,620
<i>NET SURPLUS/(LOSS)</i>	1,082,398	(209,915)	
<i>STREETS REVENUE</i>	1,605,231	2,733,509	1,128,278
<i>STREETS EXPENSES</i>	938,603	3,435,424	2,496,821
<i>NET SURPLUS/(LOSS)</i>	666,628	(701,915)	
<i>WATER REVENUE</i>	2,218,445	2,667,825	449,380
<i>WATER EXPENSES</i>	2,220,989	4,377,226	2,156,237
<i>NET SURPLUS/(LOSS)</i>	(87,615)	(1,709,401)	
<i>SEWER REVENUE</i>	796,732	923,954	127,222
<i>SEWER EXPENSES</i>	1,064,145	1,634,375	570,230
<i>NET SURPLUS/(LOSS)</i>	(267,413)	(710,421)	
<i>SANITATION REVENUE</i>	515,655	597,777	82,122
<i>SANITATION EXPENSES</i>	486,767	582,172	95,405
<i>NET SURPLUS/(LOSS)</i>	28,888	15,605	
<i>IRRIGATION REVENUE</i>	150,474	168,000	17,526
<i>IRRIGATION EXPENSES</i>	171,734	174,390	2,656
<i>NET SURPLUS/(LOSS)</i>	(21,260)	(6,390)	

<i>IMPACT FEE REVENUE</i>	25,987	57,076	31,089
<i>IMPACT FEE EXPENSES</i>	143,124	160,000	16,876
<i>NET SURPLUS/(LOSS)</i>	(117,137)	(102,924)	

Clerk

Business License(s)

- 114 Total Business/Home Occupation Licenses have been issued as of December 31, 2023
 - 104 Business Licenses
 - 10 Home Occupation Licenses

Liquor License(s)

Applications for liquor license renewals, approved by the Town, submitted, and approved by the State: Casa Dona Maria Margaritas & Mexican Kitchen
 Application for Alcohol Beverage Takeout and/or Delivery Permit submitted and approved by the State: Casa Dona Maria Margaritas & Mexican Kitchen

Colorado Liquor and Tobacco Enforcement Division

Reference: Bulletin 23-02 Emergency Declaration Expiration Impacting Takeout/Delivery of Alcohol Beverages for On-Premises Licensees

The Colorado COVID-19 Disaster Recovery Order (D 2023 009) expired on May 5, 2023. With the expiration of this order, there are no longer any COVID-19 pandemic related disaster emergencies declared in Colorado. As a result, on-premises licensees that hold or are eligible to hold a takeout and delivery permit will be subject to additional provisions under section 44-3-911, C.R.S., that were suspended during the disaster emergency.

Takeout and Delivery Permit Required

All eligible on-premises licensees wishing to sell and deliver an alcohol beverage, or to allow a customer to remove an alcohol beverage from their licensed premises, must hold a valid takeout and/or delivery permit. Licensees that do not have a valid takeout and/or delivery permit shall cease offering takeout alcohol beverages and/or delivering alcohol beverages until a permit is issued to them by the state licensing authority, and local licensing authority if applicable.

Volume Limits

Under subsection 44-3-911(2)(b)(III), C.R.S., takeout and/or delivery permittees may sell or deliver up to the following amounts of alcohol beverages per takeout and/or delivery order:

- Vinous liquors – 1,500 mL or 50.8 fluid oz per order (this equates to one magnum sized wine bottle or two standard – sized bottles);
- Malt liquors, fermented malt beverages, and hard cider – 4,259 mL or 144 fluid oz per order (this equates to two six packs of beer); and
- Spirituous liquors – 1 L or 33.8 fluid oz per order (this equates to one 750 ml bottle of spirits).

Gross Annual Revenues

Under subsection 44-3-911 (2)(c), C.R.S., a licensee holding a takeout and/or delivery permit may not derive more than 50% of its gross annual revenue from total food and alcohol beverage sales from the sale of alcohol beverages through takeout and delivery orders.



In December the PD was busy with Toys from a Cop and the parade of lights. We want to thank all of those who supported us in 2023. The Officers worked very hard while being short staffed most of the year due to training new Officer's and injury. The Officers maintained a high clearance rate and serviced all calls with professionalism and a high standard of service. We are looking forward to 2024.

Toys From a Cop:

This Christmas Toys from a Cop, program provided for 253 children this is more children than we had the last 2 years. This includes the 2nd annual toy pantry we provided with support from Coffee House 29. Thank you to Bank of Colorado for their partnership!

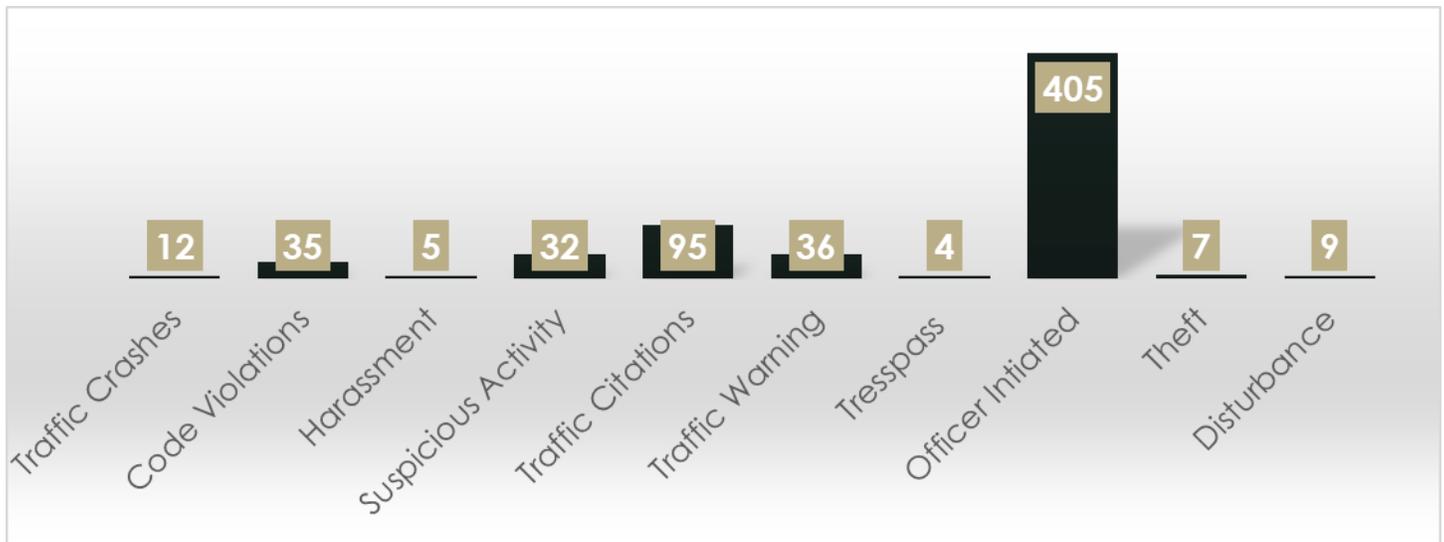
Officer of Quarter 4:

Officer of the 4th quarter is Sgt Brian Pettit. Sgt. Pettit managed the Lexipol Policy project which came in 3 months ahead of schedule. He did this while also training new Officer's and doing his duties as shift supervisor. Thank you, Sgt. Pettit.

Courts:

Municipal Court had 109 defendants and took in \$18477 in fines and fees.

Law Reporting Incidents:



Community Service Officer:

CSO Ramirez serviced 35 code violations, this included animal-related calls, she also assisted the department by doing 5 vin inspections. CSO Ramirez has made major progress with code over the last several months.



Water

Backflow and Cross Connection Control Program

The Town reached 100% compliance in the Backflow prevention and Cross Connection Control Program. It has been a significant effort from our Public Works, Engineering, and Building Inspection teams to get us into 100% compliance.

Sanitary Survey

The Colorado Department of Public Health and Environment (CDPHE) inspects all domestic water systems every three years. CDPHE was on site in November with our Public Works staff. Overall the report provided positive feedback and there were no violations that would endanger the health or safety of our water customers. The report did identify 4 violations, one of which was noticed publicly in the utility bill sent in January. The four violations were all tied to our record keeping. Town staff are working on getting the correct record keeping processes in place.

Water Usage (Gallons)

	2020	2021	2022	2023
JAN	12,525,207	11,472,898	10,424,880	12,679,789
FEB	11,243,780	10,662,449	10,688,896	10,267,559
MAR	12,394,587	11,870,888	11,907,714	11,434,834
APR	17,112,089	12,598,290	16,656,327	13,074,439
MAY	24,567,315	14,291,705	24,565,316	19,878,605
JUN	36,750,817	36,436,524	36,349,698	17,087,198
JUL	39,188,581	37,908,840	32,601,027	22,887,478
AUG	30,732,320	33,298,026	35,937,752	29,215,911
SEP	29,919,228	31,690,711	30,111,855	25,736,562,
OCT	18,425,881	17,019,826	17,353,315	18,356,773
NOV	10,945,852	11,316,309	13,371,276	11,462,381
DEC	10,881,184	10,728,770	11,701,990	11,251,748

Sewer

Dewatering Equipment

The dewatering equipment will be functional in February. This has been a long process of getting state approval and retrofitting the physical area and electrical system to accommodate the installation of the new equipment. Town staff are eager to get the presses up and running.

Parks/Cemetery

Parks Master Plan

The second survey for the Parks Master Plan was sent with this month's utility bills. This survey will ensure the feedback we heard from the first survey is still in line with community desires. A second survey was sent directly to the Eaton Commons community and asked specific questions about Commons Park. The Town wanted direct community feedback for this park since we have dedicated funding from the Xcel settlement.

Streets/Transportation

Downtown Streetscape

Attached is a detailed schedule for the Downtown Streetscape project. This month Assistant Town Administrator Greg Brinck will be meeting with downtown businesses and building owners to discuss the project, project timeline, and communication strategy during the construction project. Below are some concept renderings of the gateway at Hwy 85, parklet on 1st and Elm, and the pedestrian plaza between the Police Department and State Farm building.





PLANNING AND BUILDING



TOWN OF EATON STAFF REPORT

BUILDING PERMITS ISSUED

	2021	2022	2023
JAN	8	12	13
FEB	13	15	7
MAR	31	25	16
APR	16	12	16
MAY	28	15	9
JUN	25	16	16
JUL	20	8	19
AUG	22	29	21
SEP	18	21	14
OCT	18	18	16
NOV	24	19	11
DEC	16	14	9

Building Permit Details for the Year 2023

New Residential Permits: 0

New Commercial Permits: 0

Other Residential Permits: 137

Other Commercial Permits: 30

Building Permit Software

Here is the new website for contractor and community member users to register for an account in the Town's new permitting software, CommunityCore:

<https://app.communitycore.com/app/account/register/7e10dc04-732a-49e8-88cb-7e42a12f7035/select-user-type?name=Eaton>

The following link is for existing users to login to CommunityCore: <https://app.communitycore.com/>

The following link is for Helpful CommunityConnect User Guides: [CommunityConnect \(document360.io\)](https://communityconnect.eatoncolorado.com/document360.io)

In December, Eaton Public Library wrapped up the year in celebration of the holidays including special performances by the Greeley Philharmonic String Quartet, Bella Voce and the Troubadors, a prize booth at Old Fashioned Christmas, and a variety of family activities including book-themed ornament making, gingerbread house decorating, family photos with Stanta, and free gift-wrapping courtesy of our Teen Advisory Board volunteers. And, of special note:

- The year ended with a surge in **makerspace usage**, totalling nearly 500 visits for the year, as patrons completed 3D printing, photo-editing, mug press, and laser-cutting projects.
- The much-anticipated arrival of saltwater fish to the **library aquarium** occurred the first week of January. Community members of all ages can witness the growth of this diverse ecosystem including coral, anemones, clams, clownfish, tangs, angelfish and more.
- The library kicked off 2024 with fresh, **new marketing materials** and a much-anticipated roll-out of expanded library [newsletter](#) and calendar content. These materials now cover two months of programs, services, book recs, and library highlights and give patrons a chance to save the date well in advance for special events.

Facilities

A community space planning meeting was held on January 10th to gather input on Bookmobile design and purchasing. The very first book was added to the Town Square Storywalk and families are encouraged to discover the interactive, rhyming *Wiggle* by Doreen Cronin. The construction phase for the library's 2024 capital projects kicked off on January 5th with Fransen Pittman and Collab Architecture.

Staffing

Staff finalized 2024 Work Plan Goals in the areas of community engagement, promoting literacy and learning, and operational excellence. These include expanding business services, offering new tech classes, growing school-community partnerships, and implementing ADA improvements.

Eaton Police Department

Monthly CAD Incidents / Calls For Service

12 / 2023

Total Overall Incidents (By Method Received)

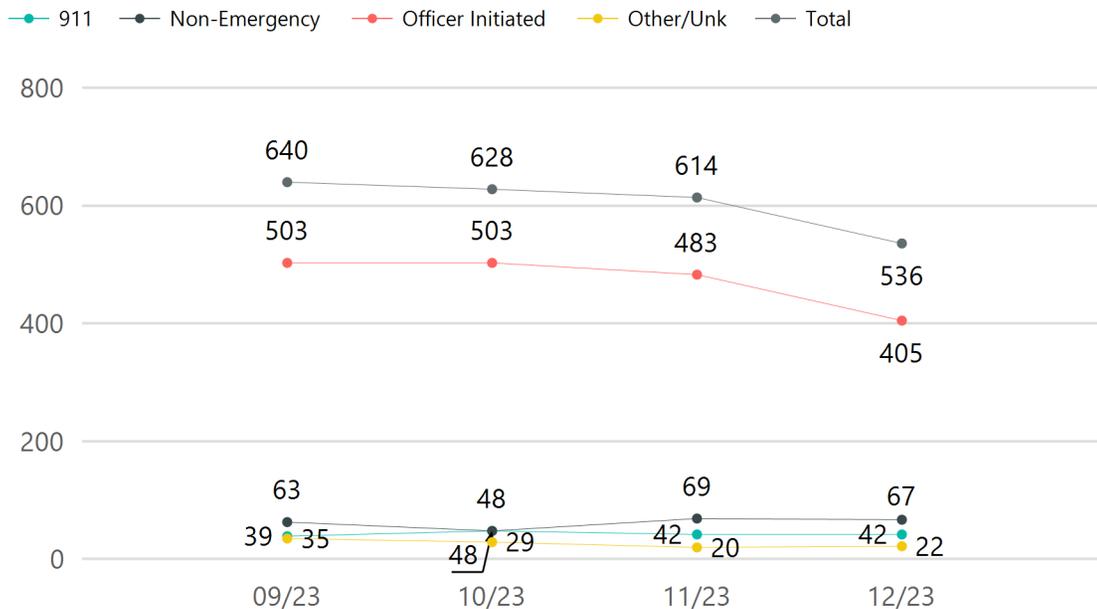
Total	536
911	42
Non-Emergency	67
Officer Initiated	405
Safe2Tell	4
Unknown	18

Total Overall Incidents (By Priority)

Total	536
1 - Critical	7
2 - High	12
3 - Medium	83
4 - Low	64
5 - General Services	216
6 - Planned	5
8 - Informational	1
9 - Traffic / CC	148

The Incidents counted and considered in this report are any Incidents in which any "Unit" belonging to the listed Agency was attached to - regardless of physical jurisdiction, regardless of disposition, and regardless of whether or not that "Unit" or the listed Agency was considered "Primary". The primary scope of this report includes incidents which occurred within the prior month from the time of publishing - although some report objects may include historical data for comparison.

Incident counts over Last 4 Months (By Category of Method Received)



Top 10 Incident Locations

1661 COLLINS ST (EATON HIGH SCHOOL)	11
421 HICKORY AVE	3
WCR 74 / S CHRISTENSEN AVE	2
HIGHWAY 392 / HIGHWAY 85 NB	2
425 S ELM AVE (CIRCLE K - S ELM AVE)	2
505 MAPLE AVE	2
355 S ELM AVE (DOLLAR GENERAL - S ELM AVE)	2
55 JUNIPER AVE	2
276 S MOUNTAIN VIEW DR	2
211 PARK AVE	2

This list includes the top 10 locations by incident occurrence during the last month. This list does not include officer-initiated incidents, or any incidents located at the address of the Police Department.

Count of Incidents (Overall) by Day of Week and Hour of Day - 12 / 2023

	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	Total
Sunday	4	1	1	3	1	1		2	2		2	6	2	2	1	4	1	1	4	3	7	10	6	3	67
Monday	1	1	3		3			6	4	4	5	9	7	5	3	5	3	3	1	2	2	5		3	75
Tuesday	3	1		1		1		5	6	7	3	3	3		1	3	1	2	2	2	6	5	2	1	58
Wednesday	2	1	1	3	3	1	2	6	8	1	5	4	3	12	4	7	2	8	13	4	5	7	2	2	106
Thursday	1	3	1	2			2	7	4	2	3	7	4	9	3	3	6	6	2	1	4	2	2	1	75
Friday	1	1	1	1	1		2	5	6	5	3	6	4	8	7	8	4	6	4	1	6	5	2	3	90
Saturday	1	1	1	1		2	1	5	1	5	5	3	1	1	3	2	2	1	3	10	5	5	3	3	65
Total	13	9	8	11	8	5	7	36	31	24	26	38	24	37	22	32	19	27	29	23	35	39	17	16	536

Count of Incidents (Recieved Calls) by Day of Week and Hour of Day - 12 / 2023

	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	Total	
Sunday	2	1		1	1	1		1	1		1	5	2		1	3	1		2			2	1	2	28	
Monday			1		1				1		1	2	2	1				2					1		1	13
Tuesday		1						1		1	1		1					1	1		3		1		11	
Wednesday		1			1									2			1	2	3	1	1	3			15	
Thursday		1		1				1				1	1	2			1	1			2		2	1	14	
Friday	1						1		1	1	1	2		2	3	3		4	2		2	3			26	
Saturday		1	1			1	1	1		3	1	1		1	2	1	2		2	4				2	24	
Total	3	5	2	2	3	2	2	4	3	5	5	11	6	8	6	7	5	10	10	5	8	9	4	6	131	

Count of Incidents (Officer Initiated) by Day of Week and Hour of Day - 12 / 2023

	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	Total
Sunday	2		1	2				1	1		1	1		2		1		1	2	3	7	8	5	1	39
Monday	1	1	2		2			6	3	4	4	7	5	4	3	5	3	1	1	2	2	4		2	62
Tuesday	3			1		1		4	6	6	2	3	2		1	3	1	1	1	2	3	5	1	1	47
Wednesday	2		1	3	2	1	2	6	8	1	5	4	3	10	4	7	1	6	10	3	4	4	2	2	91
Thursday	1	2	1	1			2	6	4	2	3	6	3	7	3	3	5	5	2	1	2	2			61
Friday		1	1	1	1		1	5	5	4	2	4	4	6	4	5	4	2	2	1	4	2	2	3	64
Saturday	1			1		1		4	1	2	4	2	1		1	1		1	1	6	5	5	3	1	41
Total	10	4	6	9	5	3	5	32	28	19	21	27	18	29	16	25	14	17	19	18	27	30	13	10	405

Traffic Data - 12 / 2023

Traffic Accidents

Nature	Total	Report	Serviced call
Total	12	7	5
Traffic Accident	5	2	3
Traffic Accident Hit and Run	4	3	1
Traffic Accident with Inj.	3	2	1

Top 5 Traffic Accident Locations

180 S ELM AVE (HERITAGE MARKET)	2
1-515 HARSH RD	1
1275 5TH ST	1
1661 COLLINS ST (EATON HIGH SCHOOL)	1
35361 WCR 39	1

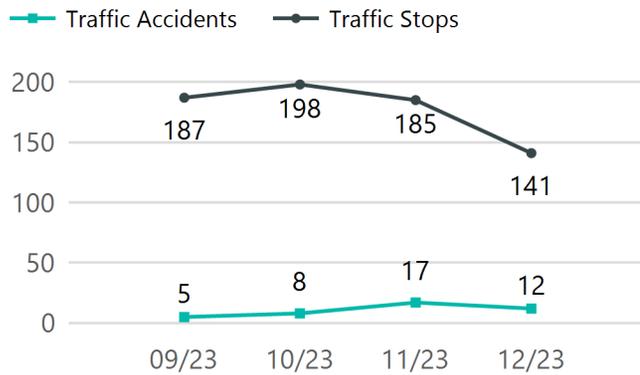
Traffic Stops

	Total	Report	Serviced call	Ticket Issued	Warning
Total	141	4	6	95	36
Traffic Stop	141	4	6	95	36

Top 5 Traffic Stop Locations

100 OAK AVE	10
S OAK AVE / ORCHARD ST	9
100 S OAK AVE	7
10 OAK AVE	6
FALL LINE RD / BENJAMIN DR	6

Traffic Incident Counts - Last 4 months



All Incidents by Nature/Disposition in Time Period - 12 / 2023

Problem	Total	False Alarm	Report	Serviced call	Ticket Issued	Warning
Total	536	4	92	298	98	44
Animal At Large	10	0	1	9	0	0
Animal Complaint	14	0	2	11	0	1
Area Watch	37	0	0	37	0	0
Assault	2	0	2	0	0	0
Assist Other Agency	1	0	1	0	0	0
Burglary Alarm	10	1	1	8	0	0
Burglary In-Progress	2	0	0	2	0	0
Business Check	26	0	1	25	0	0
Certified Vin Inspection	5	0	2	3	0	0
Check Wellbeing	19	0	9	10	0	0
Citizen Assist	11	1	0	10	0	0
Citizen Contact	7	0	2	5	0	0
Code Violation	11	0	0	1	3	7
Detail	6	0	0	6	0	0
Disturbance	9	0	8	1	0	0
Disturbance With Weapons	1	0	1	0	0	0
Drug Related Activity	4	0	3	1	0	0
Fireworks Complaint	2	0	1	1	0	0
Follow Up	52	0	9	43	0	0
Foot Patrol	1	0	0	1	0	0
Hang Up	1	0	0	1	0	0
Harass	5	0	1	4	0	0
Hold Up Alarm	1	0	0	1	0	0
Large Vegetation Fire	1	0	0	1	0	0
Medical	6	0	0	6	0	0
Meet	36	0	7	29	0	0
Mental Health Crisis	2	0	0	2	0	0
Missing Child	1	0	1	0	0	0
Noise Complaint	1	0	0	1	0	0

Problem	Total	False Alarm	Report	Serviced call	Ticket Issued	Warning
Overdose	1	0	0	1	0	0
Property	5	0	4	1	0	0
Residential Structure Fire	1	0	0	1	0	0
Runaway Juvenile	1	0	1	0	0	0
School Assignment	1	0	0	1	0	0
Selective Enforcement	14	0	0	14	0	0
Sex Offender Registration	1	0	0	1	0	0
Shots Fired	1	0	0	1	0	0
Stolen Vehicle	2	0	1	1	0	0
Subject With A Warrant	5	1	4	0	0	0
Suicide	1	0	1	0	0	0
Suspicious	32	1	4	27	0	0
Theft	7	0	7	0	0	0
Traffic Accident	5	0	2	3	0	0
Traffic Accident Hit and Run	4	0	3	1	0	0
Traffic Accident with Inj.	3	0	2	1	0	0
Traffic Complaint	4	0	1	3	0	0
Traffic Hazard	4	0	0	4	0	0
Traffic Stop	141	0	4	6	95	36
Trespass	4	0	3	1	0	0
Trespass In-Progress	1	0	1	0	0	0
Unwant	2	0	1	1	0	0
Vandalism	1	0	1	0	0	0
Vehicle Fire - passenger	1	0	0	1	0	0
Vin Inspection	10	0	0	10	0	0