



TOWN COUNCIL WORK SESSION & MEETING
Zoom Webinar and/or Town Council Chamber
3 S. Timber Ridge Parkway, Severance, CO 80550

AGENDA
TOWN COUNCIL WORK SESSION & MEETING
Tuesday, December 30, 2025, at 5:00 PM

A. CALL TO ORDER REGULAR MEETING

1. **Roll Call**
2. **Pledge of Allegiance**
3. **Agenda Review by Town Manager**
4. **Consent Calendar**

The Consent Calendar is intended to allow the Town Council to spend time and energy on the important items and not routine actions. A Council Member may request an item on this calendar to be "pulled" off the Consent Calendar and considered separately as a regular agenda item. Items remaining on the Consent Calendar will be approved by Town Council with one vote.

- a. **Pg. 3 - Community Grant: Windsor Severance Historical Society**
- b. **Pg. 76 - Town Council Meeting Minutes 12.9.25**

5. **Approval of Agenda**
6. **Public Comment**

The purpose of the Public Comment is for members of the public to speak to the Town Council on any subject not scheduled on the agenda. To accomplish scheduled agenda items, comments should be limited to three minutes for those attending in person or an appropriate time as deemed by the Mayor. The Town Council is not obligated to make decisions or take action on comments but may choose to schedule the matter for a later discussion. Those addressing the Town Council, please state your name and address and sign-in.

7. **Council Member Comments**
8. **Reports**

Council approval may be sought for administrative actions in association with staff reports.

- a. Town Attorney
- b. Town Staff
- c. Town Management
- d. Council Members Liaisons

e. Mayor

B. TOWN COUNCIL

1. Pg. 83 - Resolution 2025-46R: A Resolution of the Town Council of the Town of Severance, Colorado, approving the amended and restated Water Service Agreement with the North Weld County Water District

- Legislative
- Staff Presentation: Nicholas Wharton, Town Manager

C. COUNCIL MEMBER PETITIONS

Council Members may ask for items to be added to future agendas.

D. ADJOURN

Town Council MEETING

Tuesday, December 30, 2025, 5:00 PM (MDT)

The Town Council reserves the right to adjourn to a virtual-only meeting at their discretion should the need arise.

Registration URL

<https://us02web.zoom.us/j/89354721574?pwd=2TJORo1yOgUN5NB28octprdXWugaLI.1>

The Town of Severance does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in the provision of services. For disabled persons needing reasonable accommodation to attend or participate in a town service, program, public meeting, or activity, call 970-686-1218 at least 72 hours in advance. Disabled access is available from the front entrance of the Town Hall.



COMMUNITY GRANT REQUEST FORM

Requesting Organization: WINDSOR SEVERANCE HISTORICAL SOCIETY

Contact Name: KRISTIE MELENDEZ - PRESIDENT Phone: 970-686-5805

Mailing Address: P.O. BOX 442

City: WINDSOR State: CO Zip: 80550

Please describe how the grant, if awarded, would be used and how this use relates to any of the Award Criteria in the Town's Grants to Community Organizations Policy:

SEE MISSION STATEMENT AND COMMUNITY IMPACT

Amount Requested: \$ 500.⁰⁰

Has the Town of Severance contributed to the Requesting Organization in the past? No Yes

If yes, what amount(s) and when? \$ 500.⁰⁰ YEAR 2023

Please attach a detailed accounting of how the funds were used and describe how the funds benefitted the community:

SEE STATEMENT 2025

Windsor Severance Historical Society Mission Statement

The Windsor Severance Historical Society (WSHS) is a non-profit organization 501(c) 3 founded in 1970. The historical Windsor depot building was slated to be torn down. Local community members organized to prevent that from happening. Many locals such as Suzanne Rosener and Bob Hogan (former mayor of Windsor) worked with the town of Windsor and railroad to move the depot building to its current location at Boardwalk Park and use the depot as a museum. The depot museum opened during Colorado's Bicentennial year, inspiring the formation of the (WSHS) to preserve the buildings and heritage of Windsor and Severance. Adults and children are inspired by their experiences while visiting the Depot.

The Windsor Historical Preservation Commission (WHPC) is committed to honoring and preserving the area's unique past. The commission members work with property owners to protect historic buildings and sites through a local landmark program , educational programming and public outreach. Laura Browarny (Museum Supervisor) works with the (WSHS), (WHCP), and the town of Windsor to operate tours and maintain the museum's buildings.

Windsor Severance Historical Society Community Impact Statement

The Windsor Severance Historical Society, the Windsor Museum, the Windsor Preservation Committee and other individuals have worked together to preserve and maintain the buildings and artifacts of the towns of Windsor and Severance.

Our goal is to bring about awareness and appreciation of the past. Our goal is to celebrate and honor those who lived and endured the hardships of the early years. Our goal is to preserve the physical artifacts of our past and heritage as well as auditory collections of our neighbors, friends and relatives.

The depth of our commitment to the towns of Windsor and Severance, depends upon your financial support. Thank You

October 2024



Please list your organization's top five funding sources (corporate, government, and individual contributions) and the amounts received from these sources in each of the last two complete fiscal years for your organization:

Organization	Amount Received
SEE STATEMENT	
MINUTES OCT 2025	

ff

Does the IRS classify the Requesting Organization as a 501(c)3 organization? No Yes n/a

Please attach the following information:

1. Most recent year's actual income and expenses for the organization and for the specific event or project for which the funds will be used.
2. Most recent budget for the organization and for the specific event or project for which the funds will be used.
3. Names and addresses of all board members, including designated officers.
4. Any other documents that will support the application.

The undersigned hereby certifies that a) the information in this application and supporting documents are correct to the best of his/her knowledge, and b) the Internal Revenue Service 501(c)3 determination, if applicable, has not been revoked, canceled, or modified; and c) funds will be used for the projects outlined in this Donation Request Form.

Ann Wood Martin
Signature

NOVEMBER 7, 2025
Date

Along with this application, please include a brief description of the Requesting Organization (including its mission & leadership) and any other information relevant to this request.

For Management Use Only	
Amount Requested: _____	<input type="checkbox"/> 1st Time Request <input type="checkbox"/> Annual Request
Date Filed: _____	<input type="checkbox"/> Approved <input type="checkbox"/> Denied



WINDSOR-SEVERANCE
HISTORICAL SOCIETY



**Board Meeting October 27, 2025
10 – 11 am WSHS Meeting
Halfway Homestead House
335 McNeil Dr, Windsor, CO 80550**

Call to Order

A. Monthly Reports/Approvals

1. September Minutes
2. Treasurer's Report

B. Membership Info

1. Membership Update

C. Old Business

1. 2026 Memorabilia Items – Time Capsule
2. 2025 Family Farm Tour October 9, 2025 Debrief and Review
3. 2025 Legends and Lessons November 9, 2025 Halfway Homestead House

D. New Business

1. Windsor History Publication
2. 2026 history calendar
3. Legends and Lessons memorial piece

E. Windsor news - Laura

F. Severance news

G. Board Communications- once around the table

Last meeting of 2025 –October 24

Minutes of The Windsor-Severance Historical Society **September 22, 2025**

The Windsor-Severance Historical Society met in person on Monday, September 22, at 10:00 a.m. at the Dickey Farmhouse at the Halfway Homestead. In attendance were Tammy Boehler, Laura Browarny, Sue Buxmann, Judy Firestien, Gary Martin, and Kristie Melendez.

Call to Order – Kristie called the meeting to order at 10:10 a.m.

Monthly Reports/Approvals

August Minutes - The Minutes from the previous meeting on August 25, 2025 were reviewed and approved as presented.

Treasurer's Report – Tammy presented a brief Treasurer's report showing total account balances were about \$42,000. She reviewed the August transactions which included revenues received for membership fees and royalty payment and expenses paid out for website update, food for the ribbon cutting, po box rental, and postage. She would get the current balance of the CD. Kristie mentioned for September there would be a bill for annual web hosting of \$378 and another \$97.50 fee for the website for something that needed to be updated.

Membership Update – Kristie reported there are 30 members to date with membership dues collected totaling \$2,699. This total now includes recent memberships and donations from Connie Hill (\$230) and Sandy Lee (\$300). There is also a small royalty check to be deposited (\$38.51) and another membership for \$50. The tote bags have been ordered at a cost of about \$400; ordered in blocks of 50 in blue, black, green, and orange. The stickers have arrived; cost was around \$100.

Old Business

2025 Family Farm Tour – October 9, 2025 - The totes should be done on Wednesday and would be ready for putting give away items in them to include a sticker, seed packet, small water bottle, and other items received from CCWCD and WGCD. A few copies of the farm tour booklet would be available at the welcome table. Kristie would also have a couple of foam core boards for display at the Farm Tour to encourage membership or donations. Brochures would be available nearby. WSHS would also provide bottled water, lemonade mix, and some sort of pre-packaged snack. The Museum would provide water in dispensers. A time could be set for next week to get together and put items in tote bags at Judy's Farmhouse. Kristie will have the invitation for the Legends and Lessons event ready to be shared at the Farm Tour. Judy would update the booklet. The Museum (Heidi) would forward an ad with info on upcoming events for inclusion. The flyer created by the Museum would be shared on Facebook. The sticker design would be cute on a t shirt for kids. Early elementary is the main audience; ages 5 to 8.

Partners are set up. Things will be similar to last year. FFA students will help again. Set up time is 8:30 a.m. The Town will bring 2-3 canopies, the picture board could be on display, Kristie will bring the WSHS canopy.

moved, but they hadn't been able to find it. There may also be things added to the celebrations around Fourth of July and Harvest Fest focused more on the anniversaries of the State and Country. There had been discussion on creating a sub-committee to collaborate on the history publication. For the events, the Museum's team would take the lead. The Historic Preservation Commission meets on the second Wednesday at 5:45 p.m. The Museum would start planning events once their budget has been approved.

New Business

Windsor History Publication

There are lots of great pictures in the "Images of Windsor" book and more have been collected since. A coffee table picture book might also be created as a follow up to the original book. Sue downloaded something like 800 photos. Laura added they had been given many photos by the Jacoby family and surviving members of the Dickey family in California. Sue mentioned there were many Jacoby photos that had been put on Pinterest by Sandy. Judy would try to find these and Sandy's account.

2026 History Calendar - Kristie thought she might have something for the group to look at in the next 30 days.

Windsor News – Laura shared that they had just received a big donation from the Severance family and it is currently in collection storage. It is all the furniture from their original parlor and a bunch of other stuff. They received the marriage certificate for Mary Severance from the family in Texas and they brought a truck load of stuff to the Museum. They also will be receiving a piano in November that was bought by Eaton and sold to Charles Yancy and has been in his family for three generations. They have just started the restoration of the Halfway House. There was originally a 1.5 story addition on the back of the building.

Severance News – Gary mentioned Dr. Julie Kidd submitted plans for a new building for her vet clinic. The old building, where Town Hall had met and was the Lind farmhouse, would be taken back by the Town of Severance and possibly used for office space since there are some conservation restrictions on the building. Gary would check with the Severance Town Board to see if someone would be replacing Dan as liaison to the Board.

Next Meeting - The meeting was adjourned at 11:37 a.m. The next meeting will be on October 27th, 2025 at the Dickey House.

Respectfully submitted,



Judy Firestien, Secretary

INVOICE

Smart Marketing with EasyChair
Media
800 3rd St.
Windsor, CO 80550

k.melendez@comcast.net
(970) 686-5805
<http://www.easychairmedia.com>



Bill to
Kristie Melendez
Windsor Severance Historical Society
PO Box 442
Windsor, CO 80550

Ship to
Kristie Melendez
Windsor Severance Historical Society
PO Box 442
Windsor, CO 80550

Invoice details

Invoice no.: 5685
Terms: Net 30
Invoice date: 10/20/2025
Due date: 11/19/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Postcard Package 6 x 9	6 x 9 postcard, QTY - 150 120# Gloss Cover 4/4	1	\$160.00	\$160.00
2.		Khaki Grocery Tote	Grocery Totes in 4 colors - 200	1	\$400.00	\$400.00
3.		Stickers (circle)	4 * Circle Anniversary QTY - 250 \$97.96 Farm Tour Stickers - \$250 \$97.96	2	\$97.96	\$195.92
4.		Ad Design Fee	Billed at \$65/hr 2.5 Farm Tour Stickers 3.5 Legend and Lesson Invitation, page for booklet and FB posts 1 Foam Core boards	7	\$65.00	\$455.00
5.		Postage	Mailing 41 postcards	0.73	\$41.00	\$29.93
6.		Smart Marketing Products	Refreshments for Farm Tour	1	\$113.56	\$113.56
7.		Posters Foam Core	Foam core mounted posters 24 x 18	2	\$38.00	\$76.00

Total **\$1,430.41**

Note to customer

Invoices can be paid via credit card or ACH through this link
<https://secure.paymentportal.cc/Merchant/Hosted/FullPage/2fdad60c-222f-4cc8-a238-0a893e2ce26d>



Gary Martin <gary.edward.martin@gmail.com>

FW: Severance Town Grant Application 2025 info

1 message

k.melendez@comcast.net <k.melendez@comcast.net>

Mon, Nov 3, 2025 at 12:41 PM

To: Tammy Buxmann Boehler <tboehler80@gmail.com>, Gary.Edward.Martin@gmail.com

Tammy and Gary here is what I show. Tammy can you double check and correct where I am off? I've attached a report we did in 2022. I'm also incouding the last invoice submitted and approved by the board. Previously Elaine paid by ACHing it to my account since both accounts are with Bank of Colorado. Thanks! Kristie

Here are the expenses broken down by event:

2025

Farm Tour expenses including totes, stickers, refreshments, FB posts: \$661

Legend and Lessons expenses including: food, invitations, stickers, Fb posts - \$1,006

Severance Ribbon Cutting: \$115

We have no income from these events to report

Annual expense items:

Website updates: \$400

Annual Website hosting: \$378

Membership Drive: \$980

Annual Filing fee: \$25

Po Box Fee: \$192

Chamber Membership: \$150

Total annual expenses not including the 2 event costs above: \$2,125

Including events: \$3,907

Top 5 2025 Funding Sources:

Gary and Krisit Martiin: \$350

Casey Johnson/Windsor HarvestFest: \$300

Sandy Lindblad: \$300

Connie Hill: \$230

Bank of Colorado: \$150

2025 total income to date: \$2,749

Top 5 2024 Funding Sources:

Bank of Colorado: \$1,000

Town of Windsor: \$1,000
Water Valley: \$1,000

Town of Severance; \$500
Gary and Krisit Martin: \$204
2025 total income to date: \$5,858.72

From: Gary Martin <gary.edward.martin@gmail.com>
Sent: Friday, October 31, 2025 11:15 AM
To: Kristie Melendez <k.melendez@comcast.net>; Tammy Boehler <tboehler80@gmail.com>; Gary Martin <GARY.EDWARD.MARTIN@gmail.com>
Subject: Severance Town Grant Application 2025

I need the year 2025 income and expenses for the Farm Tour and Legends and Lessons


The 2025 Budget for WSHS, the Farm Tour, and Legends and Lessons.


The top five funding sources (corporate, government, and individual contributions) and the amounts received from these sources in each of the last two complete fiscal years for WSHS.

I will submit the application with a brief description of the WSHS mission and leadership and how these events, if awarded, would be used to benefit the towns of Windsor and Severance.

Thank You

2 attachments

 **WSHS Income and Expenses.xlsx**
52K

 **Invoice 5685.pdf**
92K



History

“So Windsor was not founded—but like “Topsy” she just grew, not like a mushroom, but in a slow and substantial way.” –Roy Ray

The Society

The Windsor-Severance Historical Society is a non-profit organization founded in the 1970s after local community members organized to save the historic depot building from being torn down. Many locals such as Suzanne Rosener and Bob Hogan worked with the Town and railroad to move the depot building to its current location at Boardwalk Park and use the depot as a museum. The depot museum opened during Colorado’s Bicentennial year, inspiring the formation of the WSHS to preserve the buildings and heritage of Windsor and Severance.

The Towns of Windsor and Severance

The History of Windsor and Severance has been detailed in several local histories. Learn more about Windsor, Severance, and the area with these books, surveys, and documents:

"The Struggle for Identity: Windsor's Historic Downtown" by Adam Thomas, Historitecture, LLC available at https://www.historitecture.com/pdf/windsor_survey_report.pdf

Available at the Windsor-Severance Library:

America Born on the Fourth of July, Windsor, Colorado Born in 1890: Stories on Windsor's History by Windsor RE-4 School District 7th Grade Service Learning Students, 2001.

The Bulldog: Handbook of Windsor High School by Windsor High School, 1923.

A Condensed History of Windsor, Colorado by Mary Ann Hettinger, 1969.

Facts about Windsor in Colorful Colorado by Public Service Company of Colorado, 1964.

Footprints in the Sugar: A History of the Great Western Sugar Company by Candy Hamilton, 2009.

Highlights in the History of Windsor Colorado by Roy Ray, 1940.

A History of Windsor's Library, 1906-2006 by Judy Hergert, 2006.

Recipes compiled by Windsor-Severance Historical Society, Inc., 1989.

Service Record Book of Men and Women of Windsor, Colorado and Community sponsored by the Forbes McKay American Legion Post No. 109, 1950.

Sugar Tramp: Colorado's Great Western Railway by Gary Morgan, 1975.

Tales of Tailholt: The Story of Severance by Mary Alice Lindblad, 1985.

A Walk into the Past: 1988-1992 by Mary Alice Lindblad, 1992.

A Walk Through Windsor 1940-1980 by Mary Alice Lindblad, 1981.

Windsor, Colorado by Ross Edgar Bigelow, 1961.

The Wizard by Windsor High School, 1962.

Museums Stories

Posted on: October 27, 2025

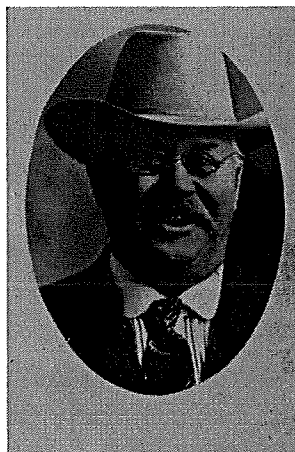
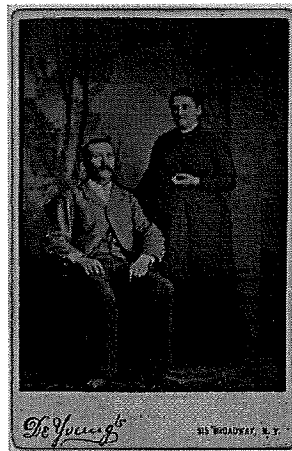
Severance: A place; a family; a legacy

By Caitlin Heusser, Museum Curator

Did you know Town of Severance is named after a person? It's true! David E. Severance

purchased 160

acres of land in 1885 that was then known as Black Hollow and/or Antelope Park.



The Severance family's impact on the town that bears their name is nothing short of remarkable. In 1885, David Severance helped establish Weld County School District No. 52 and

Tools

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Select Language ▼

Homeschool Day on the

* FARM *

at the Historic Von Trotha-Firestien Farm

Thursday, October 9th
10AM-2PM FREE

Join us and explore how
agriculture has shaped Weld
County from 1900-2025! Stop by
anytime and investigate history,
science, and life on a farm
through hands-on activities!

Hosted By



With Guests From



VON TROTHA-FIRESTIEN FARM AT BRACEWELL

30951 Weld County Rd 27, Greeley, CO 80631

970-674-3502 | @windsorPRC | recreationliveshere.com



JOIN US!

Take part in preserving the history of Windsor and Severance by joining today. Annual membership in the Society is open to anyone - long-time residents and newcomers, young and old.

Your membership helps support projects such as the WSHS oral history series, publications and historic preservation.

We appreciate your support!

MEMBERSHIP LEVELS

- CORPORATE/BUSINESS (\$150)
- INDIVIDUAL (\$50)
- FAMILY (\$100)
- SENIOR (\$30)
- TAX DEDUCTIBLE DONATION

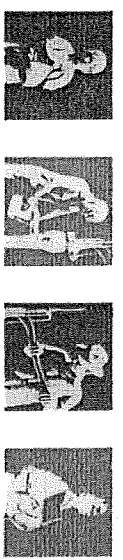
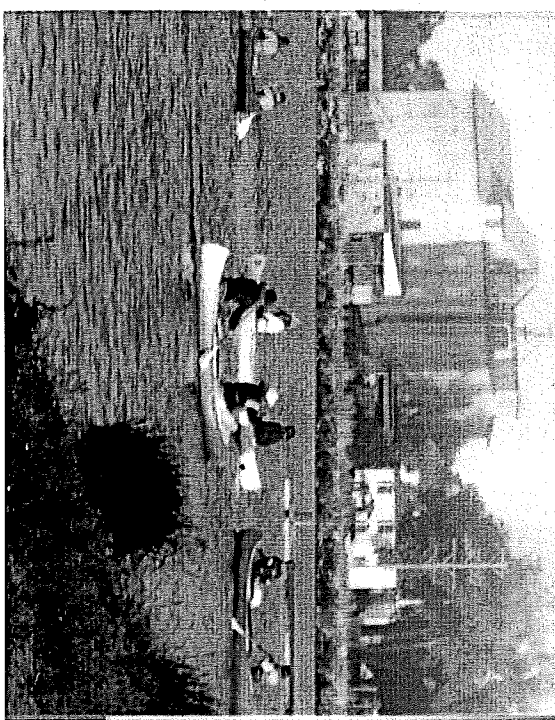
PAYMENT INFORMATION

Mail your check or money order to:
The Windsor-Severance Historical Society
 PO Box 442 • Windsor, CO 80550
 or sign up at www.thewshs.org/membership

All checks should be made payable to:
The Windsor-Severance Historical Society -
 a 501 (C) 3 nonprofit

CONTRIBUTE TO OUR HISTORY!

- 1 Become a member of WSHS
- 2 Donate historic artifacts
- 3 Attend our meetings
- 4 Share photos, clippings or other historic stories with us
- 5 Visit the Art & Heritage Center, 116 5th, Street
Friday - Sunday (Noon - 4 pm)
- 6 Experience the Windsor History Museum, 100 N. 5th Street
Memorial Day to Labor Day
Friday's and Sunday's (Noon - 4 pm)
Saturday's (9 am - 4 pm)
- 7 Tour the Windsor-Severance Fire Museum, 121 N. 6th Street
Saturday (Noon - 4 pm)
- 8 Purchase an *Images of America: Windsor* history book. www.thewshs.org/purchase



WINDSOR-SEVERANCE HISTORICAL SOCIETY



*Preserving
 and Promoting
 Local History*

The Windsor-Severance Historical Society seeks to preserve the past and promote the history for future generations through outreach, education and stewardship.

PO Box 442 • Windsor, CO 80550
www.thewshs.org

Other News in Museums Stories

Windsor's First Veterans Day Celebration

Posted on: October 27, 2025 | Last
Modified on: October 27, 2025



Memories and Recipes

Posted on: October 27, 2025



The Windsor Improvement Club

Posted on: September 29, 2025



Eaton House Mystery: The Hiltermans and their Forgotten Legacy

Posted on: September 29, 2025



Hidden Histories: Hispanic Heritage Here

Posted on: September 29, 2025



Is That Building Historic?

Posted on: August 28, 2025 | Last
Modified on: August 28, 2025



Come and View... UPLIFT!

Posted on: August 28, 2025



Public Art Adventure Backpack

Posted on: August 28, 2025



Windsor's Town Clock Ticks Once More

Posted on: August 28, 2025



Horsepower



Preserving Windsor History

Posted on: April 24, 2025



**The Grandest Stone Ever Laid
in Windsor**

Posted on: March 27, 2025



**Meet our New Education
Coordinator, Heidi Fuhrman!**

Posted on: March 20, 2025



 Government Websites by CivicPlus®





WINDSOR-SEVERANCE
HISTORICAL SOCIETY



WSHS History Legends

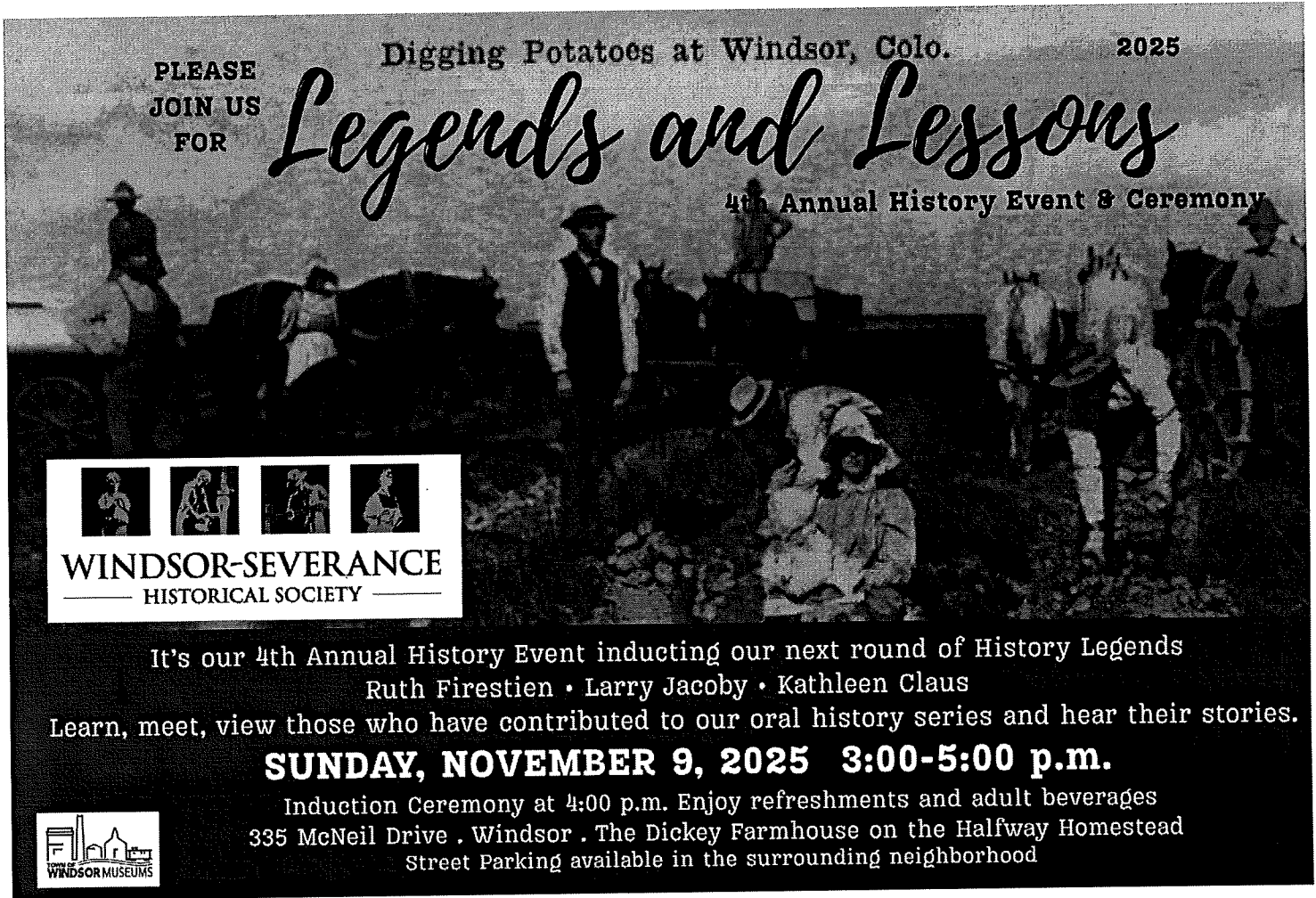
Harold
Stoll


PLEASE JOIN US FOR

Digging Potatoes at Windsor, Colo. 2025

Legends and Lessons

4th Annual History Event & Ceremony






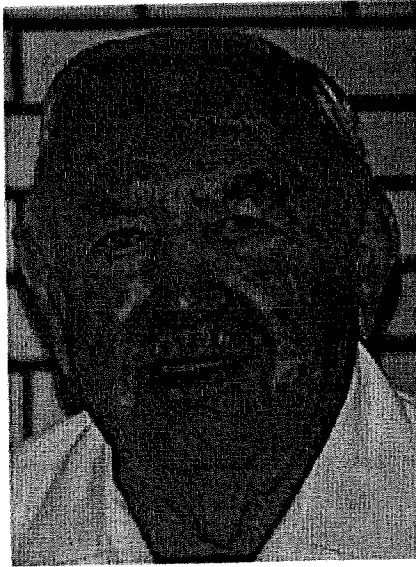
WINDSOR-SEVERANCE
HISTORICAL SOCIETY

It's our 4th Annual History Event inducting our next round of History Legends
Ruth Firestien • Larry Jacoby • Kathleen Claus
Learn, meet, view those who have contributed to our oral history series and hear their stories.

SUNDAY, NOVEMBER 9, 2025 3:00-5:00 p.m.

Induction Ceremony at 4:00 p.m. Enjoy refreshments and adult beverages
335 McNeil Drive . Windsor . The Dickey Farmhouse on the Halfway Homestead
Street Parking available in the surrounding neighborhood





Harold Stoll

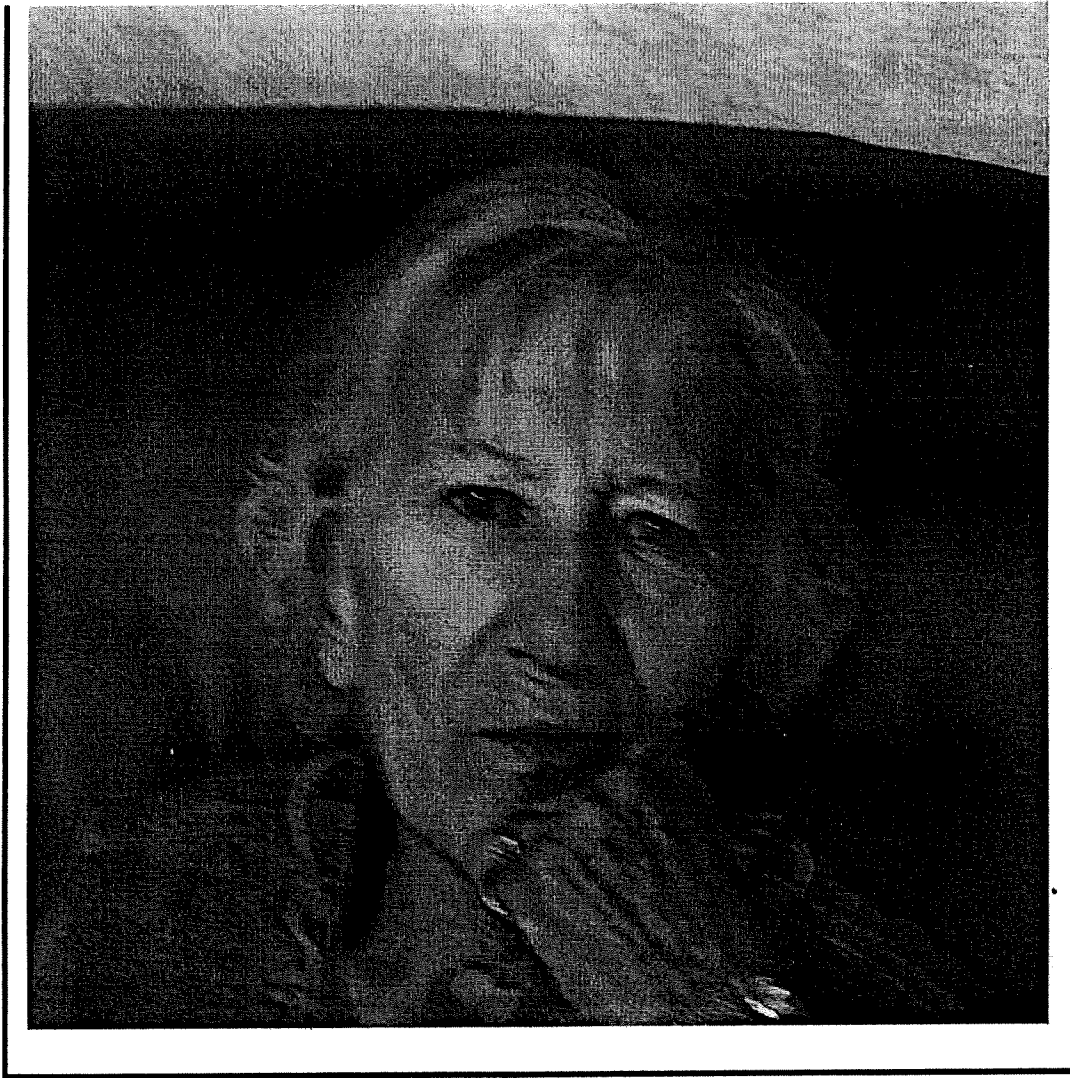
Harold Stoll was born in Windsor on October 26, 1920, to Peter and Katherina (Bechthold) Stoll. He grew up in the Windsor area and graduated from Windsor High School in 1938 with a class size of 32 and married his high school sweetheart, Emma Miller in 1944. After graduation, he enlisted in the US Navy. Upon his return to Windsor, Harold managed the Windsor Elevator after his father Peter Stoll, and ran various other grain and flour mills, during his career.

He served on the Windsor Town Board starting in 1950 and as Mayor of Windsor from 1952 - 1956. In 1954 he proclaimed March 5th to be a Day of Prayer "for a better world for all people to remember the needs of our nation, and all other nations: and in 1955 proclaimed May 28th as Poppy Day and called upon "everyone to wear a Poppy as evidence of our gratitude for the sacrifices made in defense of our freedoms".

Active in fraternal organizations, he served as Exalted Ruler of the Monte Vista Elks Club, as well as serving various chairs in the Windsor Masonic Lodge. He was known as one of the friendliest guys on "main Street."

Harold was involved in the formation of the first Windsor Chamber of Commerce that came into legal existence at a meeting of representatives of local businesses and was elected as one of nine directors.

He was instrumental in the founding of the American Historical Society of Germans from



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using WordPress and Colibri

Russia (AHSGR). And was a life-long member of the Windsor Severance Historical Society.

Harold was his family historian, and a marvelous storyteller. He was interviewed last year for his 100th birthday. Harold passed away October 2, 2021.

We remember Harold Stoll today for his commitment to his community and fellow citizens and we recognize the ongoing dedication he provided by his valued public service and long-time affection and love for his community.

Marge Straube

Marjorie (Brunner) Straube was born and raised in Windsor the daughter of Vera (Fritzler) and Alex Brunner. Her grandparents settled in Windsor in 1912 on first and Main Street immigrating from Grimm Russia as a Volga German.

Marge was born in the hospital on 5th and Main Street, delivered by the beloved town doctor, C. W. Sabin on his birthday, July 6, 1937.

She graduated from Windsor High School in 1955 in a class of 38 and attended CSU and then UNC to obtain her teaching certificate. A life-long teacher and educator she returned to Windsor in 1971 to raise her family of four with her husband Richard Straube whom she met in Estes Park one weekend during the Rooftop Rodeo and married in Windsor at St. John's Lutheran Church on July 6, 1959.

Upon her return to Windsor, Marge became involved in her community as a girl scout leader, Sunday School teacher and as a museum volunteer. The Windsor Severance Historical Society owned and operated this building and the Windsor Museum until 2004 when they turned it over to the town. Marge's involvement in the history of her community was two-fold as she served as the entertainment chair for the American Historical Society of Germans from Russia (AHSGR) for 13 years. Everyone always looked forward to her evening jokes that led off the dinners.

Around 2004, then WSHS president Gene Morey and the board entertained the idea of oral history interviews with key people from the area who had important or interesting stories in history to share. Marge and Sue Buxmann were delegated to start this project. They created a list of people to interview then spent hours creating



Gary Martin <gary.edward.martin@gmail.com>

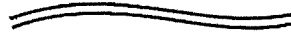
October 2025 Edition of MuseNews Now Available!

1 message

Wed, Oct 1, 2025 at 9:00 AM

Town of Windsor <communications@windsorgov.com>
Reply-To: Town of Windsor <communications@windsorgov.com>
To: gary.edward.martin@gmail.com

[View this email in your browser](#)



MUSENEWS

A monthly e-newsletter from the Town of Windsor Museums

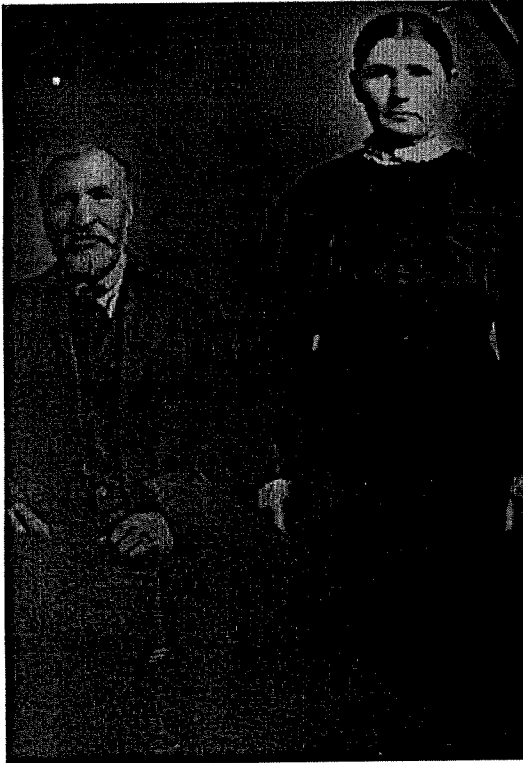


The Windsor Improvement Club

Have you ever been to a social club?

A place where you can talk about your favorite books, meet with other community members or just sit and gossip. Windsor had its fair share of social clubs over the last century and even one club that made a vital improvement to the town.

Cache la Poudre River National Heritage Area.



[Read More](#)



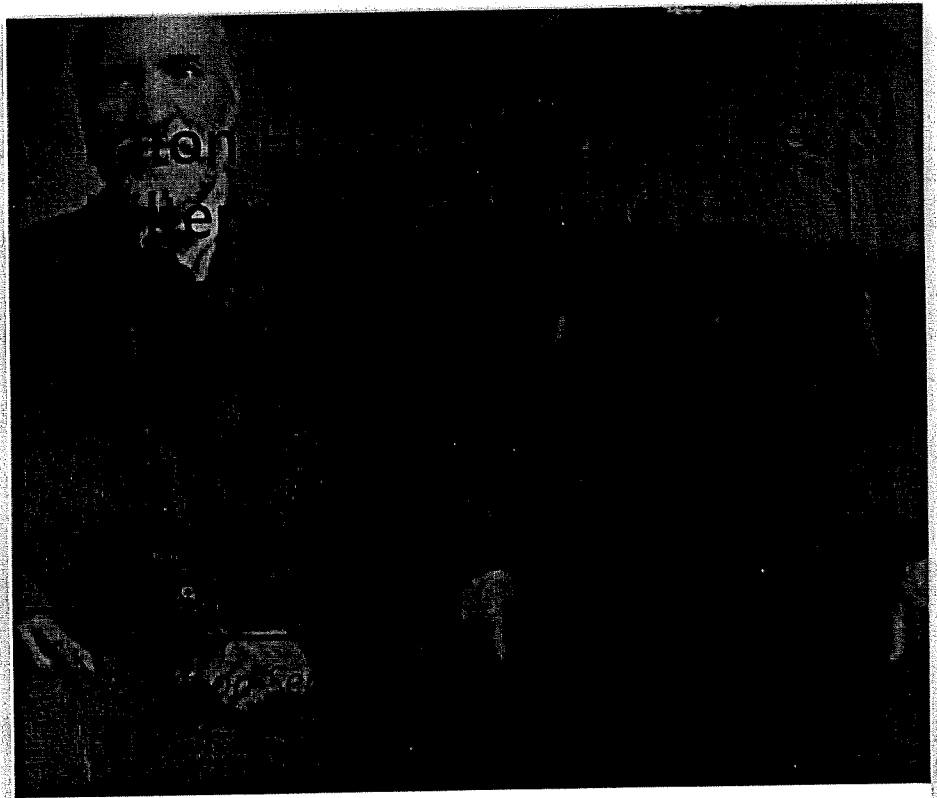
Hidden Histories:

Hispanic Heritage Here

Windsor has an extensive history, but it wasn't until recently that we began focusing on the stories that haven't been told. The Hispanic diaspora has had an incredible and long lived history here in Windsor.

[Read More](#)

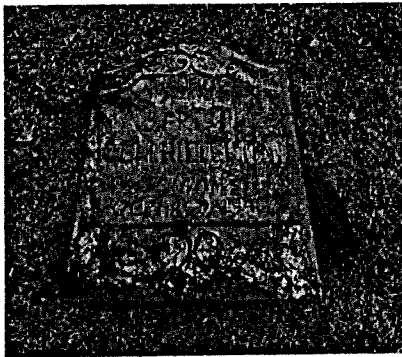
Museum Open Hours



By Madison Hylland, Museum Intern

Headstones were the last thing anyone expected to find under the Eaton House, but that is exactly what was uncovered during recent renovations to the 1902 building that you can now visit as part of the Windsor History Museum and home office for the Cache la Poudre River National Heritage Area.

EATON HOUSE - WINDSOR
WINDSOR LAKE



The German-style headstones were

found supporting the porch, with missing death dates, and the names of a couple that no one in the area had heard of in over 70 years.

Despite being lost to history until now, Katherine and George Hilterman made significant contributions to Windsor and the German-from-Russia community in Northern Colorado. They arrived in 1907 as farmers, not unlike the hundreds of other German families who would have fled Russia under the rule of Alexander II to end up in Colorado, where they could continue to grow sugar beets.

Along the way, the Hiltermans met another GFR family, the Geigles. In 1910, George voluntarily served as Anna Geigle's power of attorney in a small money demand case set against her after she became widowed. This resulted in a highly publicized assault against George by the plaintiff, the details of which can be



found in the archived publications

of the Windsor Beacon.

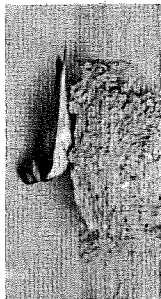
Ten years later, in 1920, the Hiltermans faced their own tragedy when one of their daughters and her husband succumbed to the Spanish Flu epidemic, leaving behind four children in need of care. The Hiltermans stepped up, losing their homestead in the legal battle to keep their family together, but ultimately succeeded and raised the Hoffman grandchildren to adulthood.

Several family members, including George, owned the Eaton House before he gave it to one of his daughters in 1925, and it remained under her ownership until George died in 1948. It is unknown whether anyone in the family ever lived in the house, how the two massive headstones ended up underneath it, or why their story

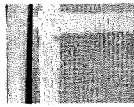
Barn, Boxcar, and Silos Scavenger Hunt

Can you visit the historic barn, boxcar, and silos at the Von Trotha-Firestien Farm? Hunt for these special features in each building!

1. How many barn swallow nests can you find in the barn?



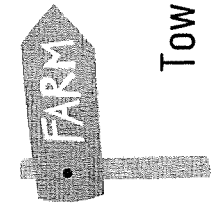
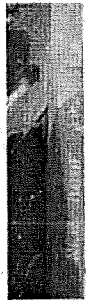
2. Members of the Firestien family left notes to themselves on the metal silos. Find one of the notes and write down a date you can find below!



3. The Firestien family had a brand which helped to identify their cattle. Find it on the back of the boxcar and draw it here:



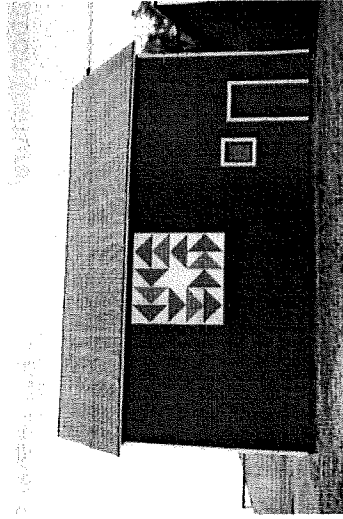
4. What date was the new boxcar roof applied (hint: look inside the boxcar on a beam near the roof)



Town of Windsor Museums

Homeschool Day

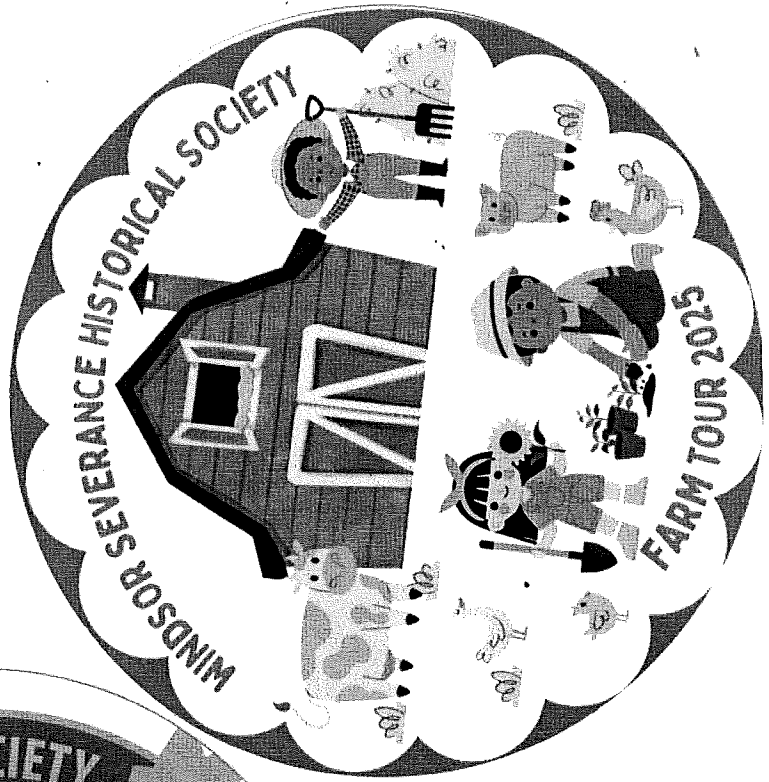
Field Guide to the Farm



Use this booklet to get stamps at every station throughout the event!

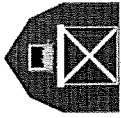
In partnership with the Windsor-Severance Historical Society, Poudre Learning Center, Poudre Heritage Alliance, Davis Family Livestock, Von Trotha-Firestien Farm, and Tigges Farm





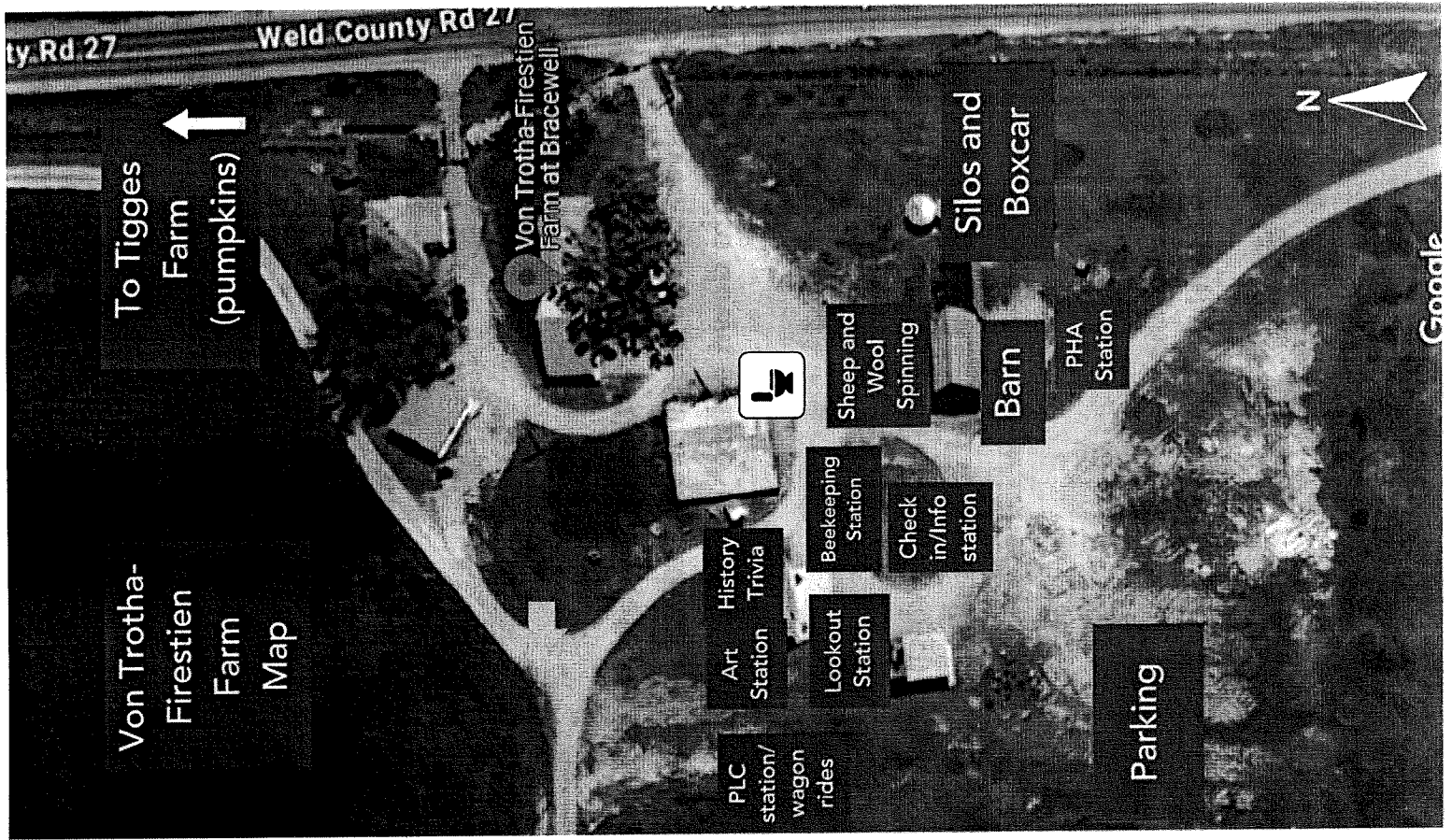


Fill out the field guide below!



When you complete a station, you can mark it off on your passport with a stamp found at that activity! Can you get all nine stamps?

Create a Quilt Square at the Art Station	
Meet the sheep and visit the Sheep to Shear station (wool spinning)	
Visit the Poudre Learning Center (PLC) station (natural specimens/Rattlesnake Kate)	
Visit the History Trivia Station	
Visit the Poudre Heritage Alliance (PHA) station (irrigation activity)	
Visit the Beekeeping Station	
Take a wagon ride to a special pond with the Poudre Learning Center	
Visit the Lookout Station (use binoculars to see the northern Front Range)	
Visit the Tigges Farm (pick a pumpkin/view farm equipment)	



Homeschool Day on the

* FARM *

← at the Historic Von Trotha-Firestien Farm →

Thursday, October 9th
10AM-2PM FREE

Join us and explore how
agriculture has shaped Weld
County from 1900-2025! Stop by
anytime and investigate history,
science, and life on a farm
through hands-on activities!

Hosted By



With Guests From



VON TROTHA-FIRESTIEN FARM AT BRACEWELL

30951 Weld County Rd 27, Greeley, CO 80631

970-674-3502 | @windsorPRC | recreationliveshere.com



Von Trotha-Firestien
Farm at Bracewell

30951

Weld County Rd 64

Weld County Rd 27

Weld County Rd 27

Weld County Rd 27

Weld County Rd 27

Enter off of CR 27 down
here

The Farm has been designated an Agricultural Heritage Site
by the Weld County Board of Commissioners

VON TROTHA FIRESTIEN HISTORIC FARM AT BRACEWELL (/)
OUR HISTORY (/)
THE LAND (/THE LAND)
BRACEWELL COLORADO (/BRACEWELL COLORADO)
THE PEOPLE (/THE PEOPLE)
VON TROTHA FAMILY (/VON TROTHA FAMILY)
FIRESTIEN FAMILY (/FIRESTIEN FAMILY)
NATIONAL REGISTER (/NATIONAL REGISTER LISTING)
NEWS AND EVENTS (/NEWS AND EVENTS)

HOME (/)

Firestien Family

Considered pioneers in livestock feeding in Northern Colorado, the Von Trotha Brothers had one of the largest livestock feeding establishments in the region. They regularly shipped cattle and sheep to the Denver market. Claude handled the farming operations and management for the Company.

In 1959, Claude created the Von Trotha Educational Trust for the purpose of granting educational scholarships. This educational trust continued to grant scholarships throughout the 1980s. A 1989 article from the *North Weld Herald* indicates 25 scholarships in the amount of \$400 each were awarded that year to students in Weld County.

Claude Von Trotha passed away in 1966 at the age of 81.

VON TROTHA BROTHERS

In 1950, Bode and Claude Von Trotha incorporated their business interests by forming Von Trotha Brothers, Inc. This allowed them to broaden their enterprises in cattle feeding, farming and ranching, the grain elevator business, property and water rights acquisition and to issue corporate stock. Farm tenants working the Von Trotha's land received shares of stock. The brothers also had a land company known as Von Trotha Land Company and were involved with the Greeley Elevator Company.

Considered pioneers in livestock feeding in Northern Colorado, the Von Trotha Brothers had one of the largest livestock feeding establishments in the region, as stated in the 1941 newspaper article entitled, "**Von Trotha Steers are Market Toppers**" (<http://www.bracewellfarm.com/vt%20steers%20market%20toppers.pdf>). They regularly shipped cattle and sheep to the Denver market. Bode was responsible for feeding activities while Claude handled the farming operations and management. Bode bought

Our History

THE LAND (/THE-LAND)

BRACEWELL,
COLORADO
(/BRACEWELL-
COLORADO)

THE PEOPLE (/THE- PEOPLE)

VON TROTHA FAMILY
(/VON-TROTHA-
FAMILY)

FIRESTIEN FAMILY
(/FIRESTIEN-FAMILY)

Von Trotha Family

Baron Claus "Claude" Wolfgang Von Trotha (1840-1888) and Helene Niebelung (1847-1936) were married in 1868 in Toledo, Ohio. They both had immigrated to the United States from Germany. Baron Von Trotha fought in the Civil War. The family lived in Ohio, Minnesota and Boulder and Denver, Colorado before homesteading around 1887 on property just north of the Poudre River in the Bracewell/Farmers Spur area. They were considered pioneers of the Poudre Valley.

Claus and Helene had nine children:

Thilo Claus (1870-1900)

Charlotte Ottonie (1871-1953)

Egon Karl (1873-1900) (Died of tonsillitis at age 26.)

Bodo Leopold (1875-1959)

Erich Fritz (1877-1942)

Otto Max (1879-1960)

Esther Daisy Thekla (1881-1950)

Lothar Edgar (1883-1959)

Claus Wolfgang Von Trotha, Jr. (1885-1966)

(Family information retrieved

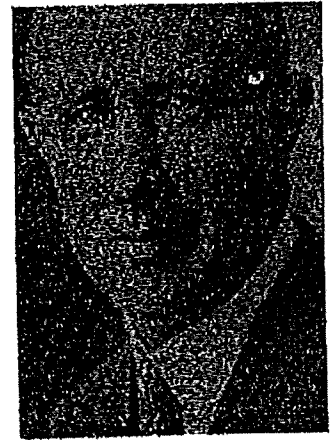
from http://www.theplates.ws/family/wc01/wc01_228.html

(http://www.theplates.ws/family/wc01/wc01_228.html))

BODE VON TROTHA

Bodo Leopold Von Trotha (1875-

came to Colorado with his parents, Claus and Helene Von Trotha, who had immigrated from Germany. The family first lived in Ohio, Minnesota and Boulder and Denver, Colorado before homesteading around 1887 on property just north of the Poudre River in the Bracewell/Farmers Spur area.



Bodo "Bode"
Leopold Von Trotha

Bode was active in the community and contributed significantly to farming, livestock feeding and irrigation in the Greeley area. He was prominent in the community and well respected for his business practices.

Bode was active in politics and honored in the late 1920s for his work as Republican County Chairman. In 1928, he served as a delegate to the Republican National Convention. In 1930, Bode managed the United States Census in the La Grange/Bracewell area.

Bode married Fern Tweed in 1931 in Greeley, Colorado. They married late in life and didn't have any children.

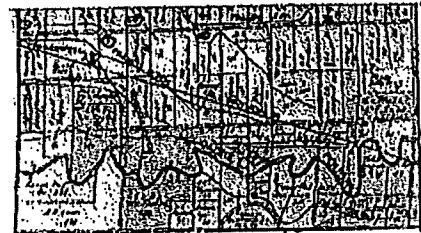
In 1950, Bode and his brother, Claude, incorporated their business interests by forming Von Trotha Brothers, Inc.

Considered pioneers in livestock feeding in Northern Colorado, the Von Trotha Brothers had one of the largest livestock feeding establishments in the region. They regularly shipped cattle and sheep to the Denver market. Bode was responsible for feeding activities. He also regularly bought cattle and sheep out of Wyoming, Utah, and New Mexico. In the early days, both cattle and sheep arrived by train, the railroad unloaded them at the Bracewell siding and Von Trotha workers drove them down County Road 27 to the farm. Bode Von Trotha passed away in 1959 at the age of 84.

cattle and sheep out of Wyoming, Utah, and New Mexico. In the early days, both cattle and sheep arrived by train, the railroad unloaded them at the Bracewell siding and Von Trotha workers drove them down County Road 27 to the farm.

Claude, along with his brother, Bode, owned significant land holdings in the Severance area and the Bracewell area, especially along County Road 64. The 1915 map entitled "Irrigated Farms of Northern Colorado" indicated these holdings were irrigated farmland. Bode and Claude purchased the current property in 1916 from Philip Krieger. By 1940, they had purchased additional land in the Bracewell/Farmers Spur area as shown below on the 1940 Rural Landowners Atlas (courtesy of the Greeley History Museum).

The Von Trotha Brothers owned or had an interest in at least six farms, mostly in the Bracewell area, and the tenant farmers for these farms were Peter Firestien and his sons, Conrad, George, John, Henry and Louis. Louis also served as vice president and later as president of Von Trotha Brothers, Inc.



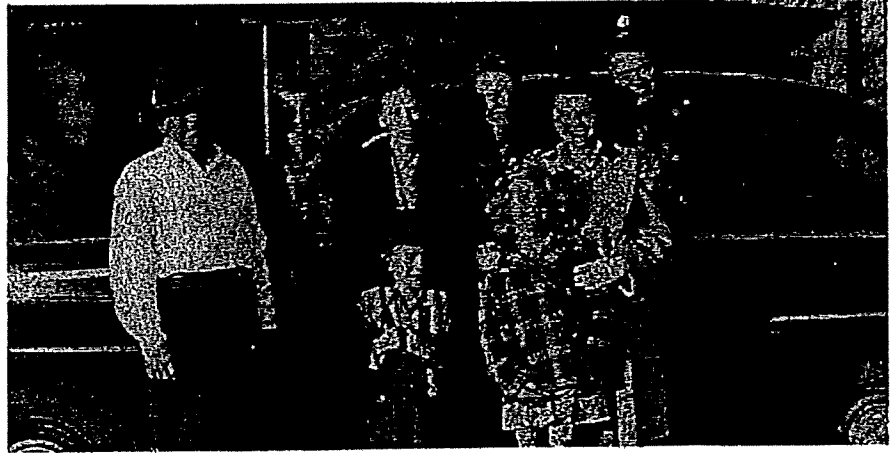
Land Holdings

Von Trotha Brothers land holdings along County Road 66 (O Street) in 1940.

In 1951, the Von Trotha Brothers were instrumental in constructing the Shark's tooth Pipeline which delivered domestic water to 11 families, mostly on farms owned by the Von Trotha Brothers. The pipeline is still used today and each of the customers are stockholders in the Company.

A 1953 article, entitled "Von Trothas Push Machine Thinning (<http://www.bracewellfarm.com/von%20trothas%20push%20machine%20thinning.pdf>)" appeared in the Great Western Sugar Publication *Through the Leaves*. Claude and Bode encouraged local

except for the youngest, Gerald, and the oldest, Wallace.



Conrad Firestien Family, 1940s Pictured, from left to right, are Conrad "Coonie", David, Mabel, Wilbert "Chuck", Wynona and Wallace "Wally". In front are Gerald and Shirley.

Von Trotha-Firestien Historic Farm at Bracewell

30951 Weld County Road 27 | Greeley, Colorado 80631 | 970 686 2338 | Info@BracewellFarm.com
(<mailto:Info@BracewellFarm.com>) | <https://www.facebook.com/von.trotha.firestien.farm/>

Copyright © 2009 Von Trotha-Firestien Farm at Bracewell. All rights reserved.



Promoting Windsor's History

For nearly 50 years, the Windsor Severance Historical Society (WSHS) has strived to promote the history of Windsor and Severance so that future generations will remember and understand our heritage. A heritage that houses a vital link to our everyday lives. Like you, we understand that preserving our past--educationally and culturally--is the best way to leave a legacy, and after years of fundraising, commemorated our largest achievement to date, "Coming Home" on June 29, 2017.

WSHS commissioned local sculptor artist **Austin Weishel** to create the nine-foot bronze, 750-pound monument depicting the **sugar beet, water and work history** of the local area.

The piece now proudly sits in Boardwalk Park in Windsor, Colorado near the market pavillon. The sculptor for the

- Luke Bollinger
- Sandy Brug
- Tom and Sue Buxmann
- Thomas Chambers
- Chlmney Park Restaurant and Pub
- Mary Donnel
- Elkhorn Pipellne Services
- Family of Fred Schaeffer, Jr.
- Ruth & Judy Firestien, Von-Trotha Firestien
- Farm at Bracewell
- Flrst Christian Church
- Jeff Glasgow, Absolutely IT
- Alberta Hergenreder
- Caitlin Heusser
- Marvin Kroger, Elkhorn Pipeline Services
- Eric Lucas
- Kailee Melendez
- Kristie and Mario Melendez
- Gene Morey
- Andy Morgan
- Liz Meyer
- Wrenda Parker
- Hal Pearson
- Tom Prenger
- Windsor Safeway, Elise Roton
- Elaine Schlotthauer
- Barbara Stromberger
- Wade Willis
- Nick Wharton
- Windsor Chamber of Commerce

- Ruth Firestien
- Kendrick Frazier
- Gary and Jeanne Harsin
- Helen Heinze Memorial
- Alberta Hergenreder
- Don and Dolores Hergert
- Tish Hines
- Mike and Carol Householder
- Larry Jacoby
- Harvey and Vina Johnson
- Edna Knaub
- Holley Lange
- Miriam Lee
- Liz Meyer
- Darya Miller
- Kathy Moore
- Jody Niswender
- Sharon Offenbacker
- Arlene Otto
- Hal and Deanna Pearson
- Patty Pike
- Kathy Reese
- Gene and Norma Rider
- Dave and Nancy Ruff
- Eldon and Anne Schmidt
- Jerald and Karlene Schneider
- Dan and Mona Valdez
- John Vasquez
- Viking Underground
- Von-Trotha Firestien Open Farm
- Charla Walty
- Harold Walker
- Windsor Chamber of Commerce
- Windsor Harvest Festival Planners
- Jack and Donna Winter

IN KIND DONATIONS

- Kelly Arnold
- Stephanie Boaman

Available at the Windsor-Severance Library:

America Born on the Fourth of July, Windsor, Colorado Born in 1890: Stories on Windsor's History by Windsor RE-4 School District 7th Grade Service Learning Students, 2001.

The Bulldog: Handbook of Windsor High School by Windsor High School, 1923.

A Condensed History of Windsor, Colorado by Mary Ann Hettlinger, 1969.

Facts about Windsor in Colorful Colorado by Public Service Company of Colorado, 1964.

Footprints In the Sugar: A History of the Great Western Sugar Company by Candy Hamilton, 2009.

Highlights in the History of Windsor Colorado by Roy Ray, 1940.

A History of Windsor's Library, 1906-2006 by Judy Hergert, 2006.

Recipes compiled by Windsor-Severance Historical Society, Inc., 1989.

Service Record Book of Men and Women of Windsor, Colorado and Community sponsored by the Forbes McKay American Legion Post No. 109, 1950.

Sugar Tramp: Colorado's Great Western Railway by Gary Morgan, 1975.

Tales of Tallholt: The Story of Severance by Mary Alice Lindblad, 1985.

A Walk into the Past: 1988-1992 by Mary Alice Lindblad, 1992.

A Walk Through Windsor 1940-1980 by Mary Alice Lindblad, 1981.

Windsor, Colorado by Ross Edgar Bigelow, 1961.

The Wizard by Windsor High School, 1962.

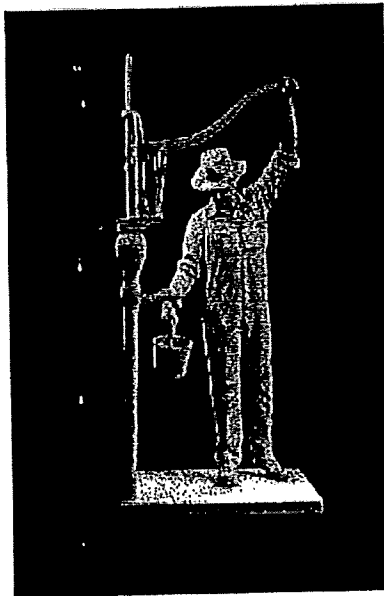
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Projects

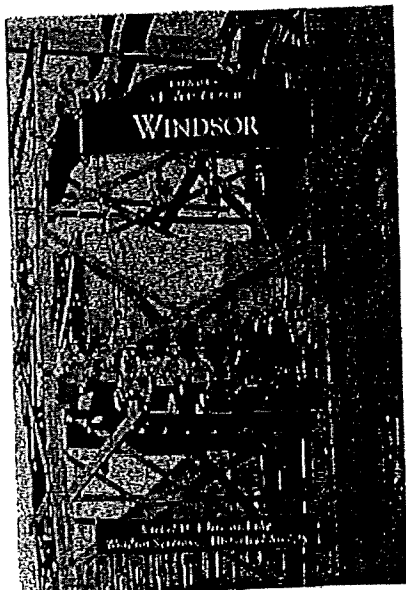
Historic Society Monument

The WSHS has funded a sculpture created by artist Austin Weishel. The artist describes this work as an "Over Life-Size monument for the town of Windsor, CO to signify how the town became what it is today from the 1900's."



See the artist's other works here

Images of America: Windsor



The WSHS has recently published a photographic history of Windsor and Severance as part of the *Images of America* series from Arcadia Publishing. The book includes hundreds of historic photographs from numerous private and municipal collections as well as local history.

Windsor is now available at local retailers, national booksellers, and through the Historical Society. Take a stroll down memory lane with pictures of Mr. McCall, Mr. Tozer, Frazier's Drug Store, and the Star Lite Café to name only a few and recall the "good 'ol days" of Windsor.

Purchase the book here.

See other books in the *Images of America* series at Arcadia Publishing.

WSHS Oral History Series

The people of Windsor and Severance make up the mainstay of our history and enrich our heritage. To preserve their stories, the WSHS has sat down with several local individuals and families to record their personal stories about life and times in Windsor and Severance.

The WSHS has made over 25 recordings as part of the series and continues to make more. Find these recordings at the Windsor-Severance Library:

- Gene Morey
- Helen C. Casten
- Paul Fritzier
- Jim Dudley
- Emma Weinmeister
- Marla Dressel
- Erna Brunner
- Mary Alice and Virginia Lindblad
- Alma (Brunner) Gerbitz
- Leona Bernhardt
- Harold Stoll
- Wayne Miller
- Karl Erbse
- George Tozer
- Clara Rutz
- Jim Schlotthauer
- Grandmothers

project, then 25-year-old local resident Weishel, whose sculpture "Follow Your Heart" is housed in front of the Windsor Fire Department followed history and his heart in creating this piece. Weishel, who is also a volunteer firefighter, combines his passion for both art and firefighting in many of his works, including "Ashes to Answers," a national fire dog monument in downtown Washington, D.C., and this commission for WSHS, which delves into the history of

This project was developed by WSHS to honor the Windsor-Severance pioneers who came before us. These pioneers came here with a dream, worked hard, and had the foresight to understand the importance of making water and irrigation available for farmers and who transformed Windsor into the town as we know it today. It is also a way for us to thank the many volunteers who saw the need to preserve our town's rich cultural heritage over the years and who started this organization and the building and

Lead WSHS members on the "Coming Home" statue project were: Marge Straube, Sandy Brug, Sue Buxmann, & Gene Morey. We are forever

thankful to them for their
years of service to this
organization and their
commitment to seeing this
project completed.

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Project Supporters

We couldn't have fulfilled our WiSH – the “Coming Home” statue without our generous supporters! Thank you for all your support!

PREMIERE HISTORY SUPPORTER

- Town of Windsor

HERITAGE FOUNDERS

- Poudre Heritage Alliance

PATRONS OF PRESERVATION

- Bank of Colorado
- Alex Brunner, Richard Straube Family
- Damaske/Buckendorf, Journey Homes
- Extraction Oil & Gas, Inc.
- Great Western Industrial Park
- Donald and Carol Larrick
- Martin and Viki Lind Family
- Family of Herbert And Alma Manweiler
- Pike Family in Memory of Amy and Quinn
- In Honor of Henry H., Esther and Jack Rutz
- Ryan and Michelle Scallon
- Gary and Sherry White

FRIENDS OF WSHS

- Marilyn and Robert Bradley
- Robert Brunner
- Todd Miller
- Gary and Tracy Kerr
- Erma Weinmeister Memorial
- Violet Stromberger Memorial
- American Historical Society of Germans from Russia
- Sandy Brug
- Reuben and Marlow Barels
- James and Suzette McIntyre
- Linda Cumpsten Memorial
- WHS Class of 1957 in honor of Darrel McNabb
- Windsor High School Alumni/Gene Morey
- Ivan Adams
- Tim Bernhardt
- Neill Brunner
- Ruth Brunner
- James and Alexina Campbell
- Linda Cherrington
- Alfred and Imogene Clay
- Wanda Compton
- Jana Conine
- Boni Fanning
- James and Joann Feit
- Carolyn Figal

Farm Tour

Judy Firestein grandparents owned the Von-Trotha Firestein farm at Bracewell. In 2009 the farm was placed on the national historical registry. Judy is the Secretary of (WSHS) Windsor Severance Historical Society. She has farm tours at the farm, wanted children to experience it and parents to remember what life was like years ago.

Windsor Preservation Committee

Ruth Brunner of the Windsor Preservation Committee interviews local individuals to record their personal stories about life and times in Windsor and severance. This oral history series of Windsor and Severance make up the main stay of our history and enrich our heritage. To preserve the stories, The Windsor Severance Historical Society has made over 65 recordings.

You can find these recordings on DVDs at the Clearview Library or on Windsor Severance Historical Society YouTube channel. Children and adults are able to study the past and research what life was like in the days of the founding of Windsor and Severance.

Legions and Lessons Program

WindsorSeverance Historical Society has a program called Legions and Lessons This program has been an annual celebration to honor, meet and hear from some of those who have contributed to the Windsor Severance historical oral history series.

Images of America Windsor

There is a book called Images of America Windsor is a 126 page photographic history of Windsor and Severance It includes hundreds of historical photographs from numerous private and Municipal collections as well as local history.



History

"So Windsor was not founded—but like "Topsy" she just grew, not like a mushroom, but in a slow and substantial way." -Roy Ray

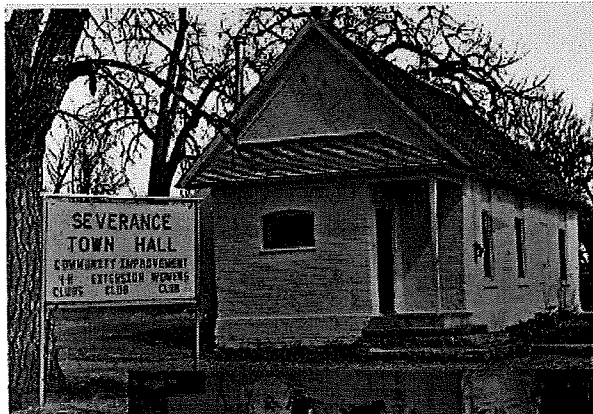
The Society

The Windsor-Severance Historical Society is a non-profit organization founded in the 1970s after local community members organized to save the historic depot building from being torn down. Many locals such as Suzanne Rosener and Bob Hogan worked with the Town and railroad to move the depot building to its current location at Boardwalk Park and use the depot as a museum. The depot museum opened during Colorado's Bicentennial year, inspiring the formation of the WSHS to preserve the buildings and heritage of Windsor and Severance.

The Towns of Windsor and Severance

The History of Windsor and Severance has been detailed in several local histories. Learn more about Windsor, Severance, and the area with these books, surveys, and documents:

"The Struggle for Identity: Windsor's Historic Downtown" by Adam Thomas, Historitecture, LLC available at http://www.historitecture.com/pdf/windsor_survey_report.pdf



WINDSOR-SEVERANCE HISTORICAL SOCIETY

Celebrate With Us!

FRIDAY, AUGUST 1ST, 4:30 - 6:30 PM

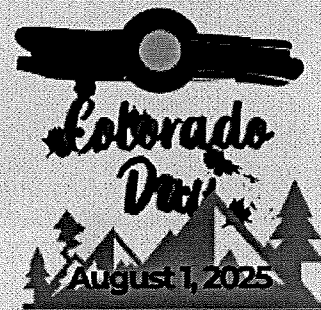
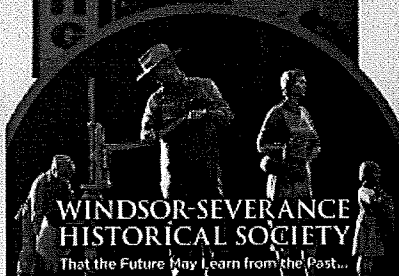
VECINOS MEXICAN GRILL & CANTINA

385 W 4TH AVE . SEVERANCE . (970) 688-4808



WSHS is a 501(C)3
nonprofit.
thewshs.org.

- . Hear local history & stories
- . Learn about our organization
- . Enjoy tasty appetizers
- . Cash bar
- . Ribbon Cutting for WSHS





Windsor Wizards National Basketball Championship Team, April 5, 1924

**INTERESTED IN LOCAL HISTORY?
PLEASE JOIN US!**

WSHS 4th Annual Legends & Lessons inducting these History Legends:
Vic and Leona Bernhardt • Linda Cumpsten • Karla Lind
Hear their stories and learn more about our oral history series.

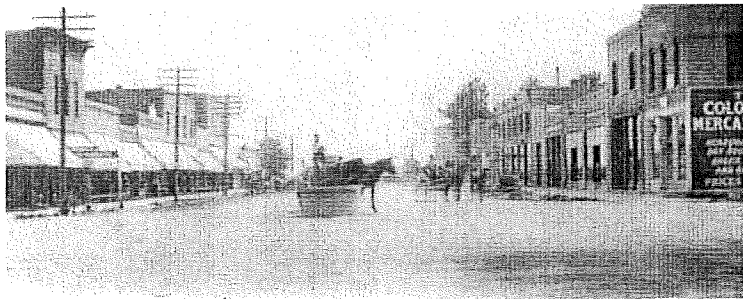
SUNDAY, NOVEMBER 10, 2024
2:00-5:00 p.m.

Induction Ceremony at 3:30p.m.
Windsor Art & Heritage Center
116 5th Street, Windsor

Refreshments and adult beverages served

For more information go to TheWSHS.org, call Kristie Melendez,
WSHS President 970-686-5805 or email info@WSHS.org

Front: Image courtesy of Sue Buxmann, taken in Russia. The couple on the right is Henry & Susanna Buxmann. They came to the US (Colorado) then went back to Russia where they all perished from starvation.



Main Street, New Windsor, Colo.

**It's our 4th Annual History Event inducting our
next round of History Legends**

Ruth Firestien • Larry Jacoby • Kathleen Claus
Learn, meet, view those who have contributed to
our oral history series and hear their stories.

SUNDAY, NOVEMBER 9, 2025
3:00-5:00 p.m.



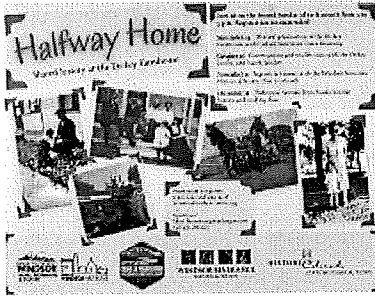
**Check out thewshs.org for more information
or call/text 970-215-5495
Induction Ceremony at 4:00 p.m.
Enjoy refreshments and adult beverages**



WINDSOR-SEVERANCE HISTORICAL SOCIETY
P.O. BOX 442, WINDSOR, CO 80550

WINDSOR-SEVERANCE
HISTORICAL SOCIETY
P.O. Box 442 Windsor, CO 80550





Halfway Home Invite.png
2950K

Sabrina Stoker <sstoker@poudreheritage.org>

Fri, Sep 5, 2025 at 10:14 AM

To: Laura Browarny <lbrowarny@windsorgov.com>, HPC Members <HPCMembers@windsorgov.com>, Beth Bullard <bbullard@poudreheritage.org>, Anne McCleave - HC <anne.mccleave@state.co.us>, Gary Martin <Gary.Edward.Martin@gmail.com>, Judy Firestien <judy.firestien@bracewellfarm.com>, Kristie Melendez <k.melendez@comcast.net>, Marcella Johnson <mmjohnson1949@gmail.com>, Ruth Brunner <ruthbrokering@aol.com>, Sue Buxman <msbux1@hotmail.com>, Tammy Buxman <tboehler80@gmail.com>

Cc: Ryllyn Todd <RTodd@poudreheritage.org>

Looks like a fantastic series! We will be sure to promote each program.

Sabrina Stoker

Executive Director

Poudre Heritage Alliance | Cache la Poudre River National Heritage Area

| phone: 970-999-2433

| mobile: [434-515-3035](tel:434-515-3035)

| site: www.poudreheritage.org

Address: 130 N. 5th Street Windsor, CO 80550

[Quoted text hidden]

Halfway Home

Shared history at the Dickey Farmhouse

Join us on the Second Sunday of each month from 3 to 5 p.m. Registration recommended!

September 14 - Historic preservation of the Dickey Farmhouse with Culture Supervisor Laura Browarny

October 12 - Conversations and recollections with the Dickey, Jacoby, and Starck families

November 9 - *Legends & Lessons* with the Windsor-Severance Historical Society (free to attend)

December 14 - Traditional German from Russia holiday history and cooking class



Registration is required.
Learn more and sign up at recreationliveshere.com/recreg

Questions?
Email lbrowarny@windsorgov.com
Call 970-388-1951



Laura Browarny

Culture Supervisor

Town of Windsor, Colorado
Parks, Rec & Culture | Town of Windsor Museums



116 5th St., Windsor, CO 80550

Office: 970-674-3521

Cell: 970-388-1951

recreationliveshere.com



Town of Windsor Parks, Recreation & Culture
CAPRA Accreditation for Excellence in Operations and Service

National Recreation & Park Association

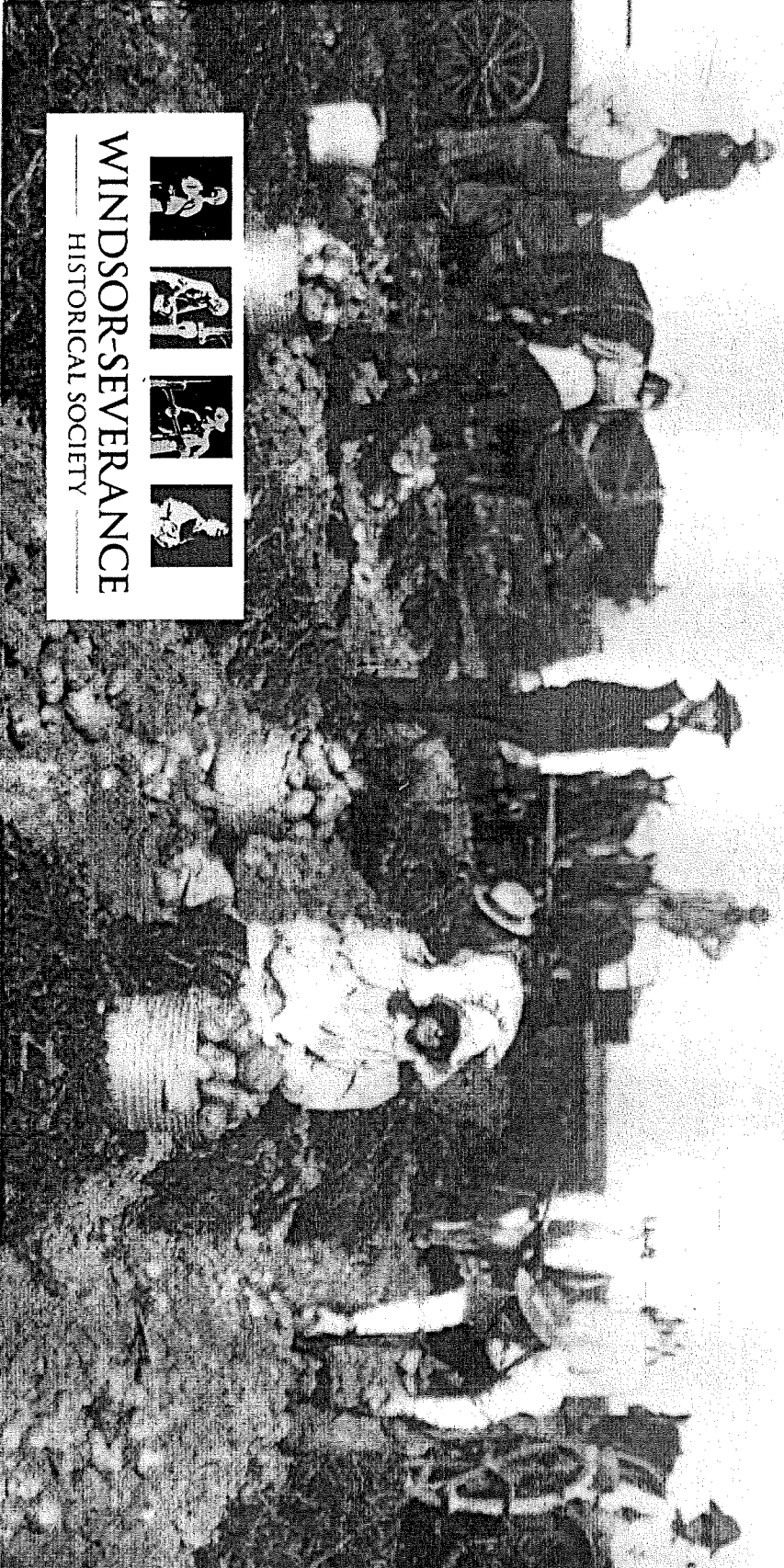
Digging Potatoes at Windsor, Colo.

2025

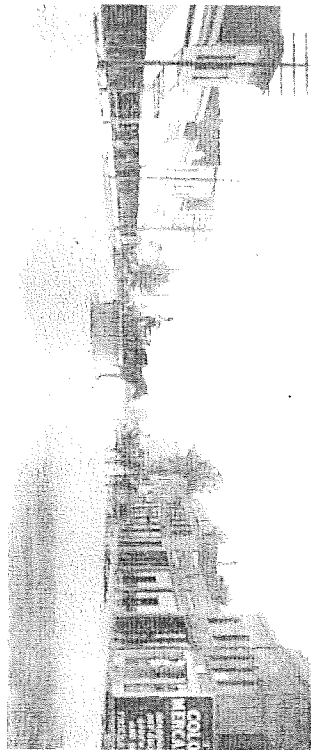
PLEASE
JOIN US
FOR

Legends and Lessons

4th Annual History Event & Induction Ceremony



WINDSOR-SEVERANCE
HISTORICAL SOCIETY



It's our 4th Annual History Event inducting our next round of History Legends

Ruth Firestien • Larry Jacoby • Kathleen Claus
Learn, meet, view those who have contributed to our oral history series and hear their stories.

SUNDAY, NOVEMBER 9, 2025
3:00-5:00 p.m.



Check out thewshs.org for more information
or call/text 970-215-5495
Induction Ceremony at 4:00 p.m.

Enjoy refreshments and adult beverages

335 McNeil Drive . Windsor



The Dickey Farmhouse on the Halfway Homestead
Street Parking available in the surrounding neighborhood

  **WINDSOR-SEVERANCE**
HISTORICAL SOCIETY
 
P.O. Box 442 Windsor, CO 80550





List of Groups and People Involved in the Depot Relocation

Notes

- The "Save the Depot" Group moved the building on Jan 30th, 1975
- The American Historical Society of Germans from Russia approached the town in 1974 for the proposal of a museum WB 12/12/1974 pg. 4

The organizations represented in the Civic Committee involved were:

- American Legion
- American Legion Auxiliary
- Border Belles
- Columbine Rebekah Lodge
- Delt Beta Chapter, ESA
- Garden Club
- Gwesco Club
- Lions Club
- Ministerial Association
- Newcomers
- Optimists Club
- Past Presidents Parley
- Severance Town Board
- Windsor Art League
- Windsor Chamber of Commerce
- Windsor Fire Department
- Firettes
- RE-4 School Board
- Windsor Town Board
- Windsor Wranglers
- Windsor Women's Club
- Our Lady of the Valley Catholic Church

Organization in the Depot Project

- American Historical Society of Germans from Russia
- Headstart Parents

Save the Depot Campaign Members

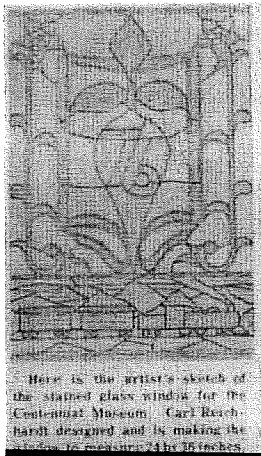
- Sue Rosener, Editor of the Windsor Beacon
- Dr Thomas Jones, President of Windsor Chamber of Commerce
- Ira Miller, Town Administrator
- Marvin Harris, Chamber of Commerce
- James Matthews, Windsor Civic Committee

- Marj Kadlub, Windsor Beacon

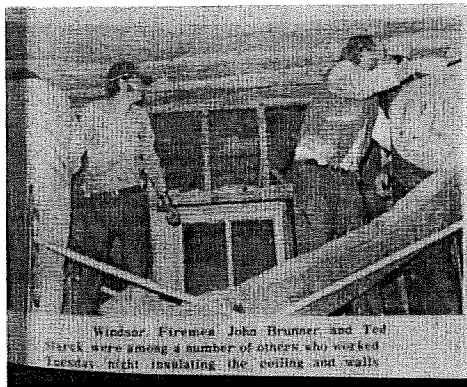
Individual Names Listed

- Bob Hogan, Leader of the project
- David and Emma Berens, the first curators and guides of the museum
- Marie Kniep, Mollie Scheller, and Edna Burch helped with the general cleanup
- Marv Harris
- Reverend Jacon Grether from Faith United Church of Christ; gave a blessing to the museum

Images:



Carl Reichardt designed the stain glass window



Fireman John Brunner and Ted Starck were helping install the ceiling and walls in the Depot

Civic Committee Restores the Depot Account	
Beginning Balance 1/1/75	\$
Deposits	7,197.91
Withdrawals	7,041.82
Ending Balance 12/31/75	\$ 156.09

**Windsor-Severance Historical Society
Legends and Lessons Event Honorees**

2021-2025

2021

First year – video clips were shown of oral histories on the retrofitted television – was considered a “history appreciation event”.

2022

Sue Buxmann
Marge Straube
Harold Stoll

Sandy Brug had been honored when she passed in 2019.

2023

Gloria Gaslin
Mary Alice Lindblad
Virginia Lindblad
Gene Morey

2024

Linda Cumpsten
Vic and Leona Bernhardt
Karla Lind

2025 (tentative)

Larry Jacoby
Kathleen Claus
Ruth Firestien

FEATURE

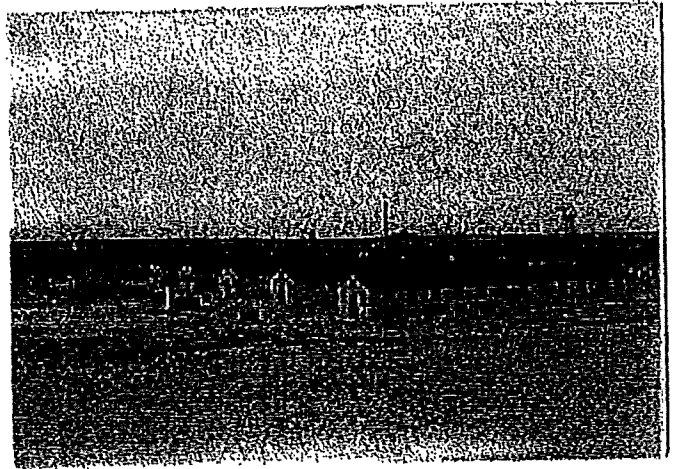
GERMAN PRISONERS OF WAR IN WINDSOR: BOTH FRIEND AND FOE

By Katie Fromm, Museum Intern

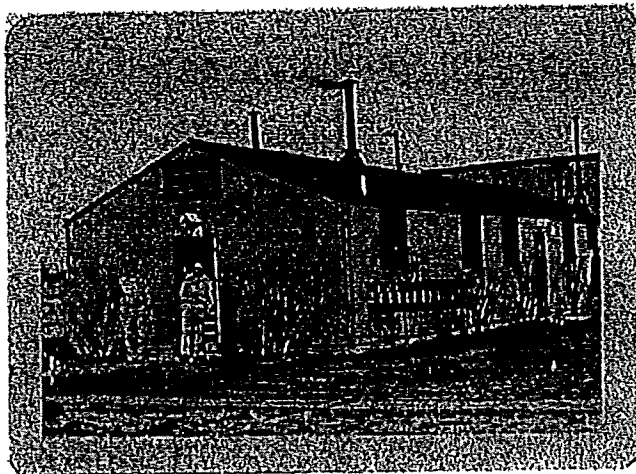
After the United States entered into World War II, the American agricultural sector had a big problem: a shortage of laborers. This proved to be especially problematic for Colorado's sugar beet industry; the beets were rotting in the fields without enough hands to harvest them. So, when Great Britain came to the United States with a problem of its own -- too many Prisoners of War (POWs) and not enough land for prisoner camps -- the U.S. War Department determined that the United States could kill two birds with one stone.

Evidently, local farmers agreed that POW labor could relieve their plight. They advocated for a camp to be built seven miles west of Greeley, a major site for sugar beet production. POW Camp 202, otherwise known as Camp Greeley, began construction in the early fall of 1943 and opened in December of the same year. The camp, practically a small city in its own right, housed up to 3,600 POWs and supplied many of them as desperately needed laborers to the sugar beet fields in and around Windsor.

Camp management provided farmers using POW labor with a 17-point instruction list. Importantly, this list established that the farmers were not to fraternize with the German POWs. They were also not to give them anything, no gifts, no supplies, no food. Elsewhere in the country, these rules may have been simple enough to follow. But northern Colorado was home to a large descendant community of German-speaking Germans from Russia. This shared language and cultural heritage inspired compassion in farmer from Windsor and Greeley.



Camp 202 Barracks. City of Greeley Museums, Weld County Images Collection.



The farmers were good hosts to the guests working in their fields, regardless of the fact that they were the enemy. Food was a primary medium of expressing empathy and compassion for the POWs.

Continued on page 4.

Camp 202 Mess Hall, City of Greeley Museums, Weld County Images Collection.

IN THE NEWS

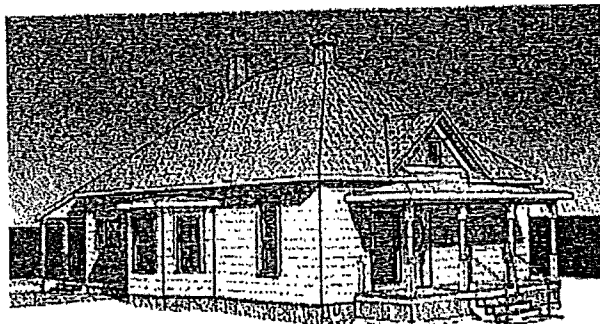
HALFWAY HOMESTEAD IS HALFWAY THERE

By Laura Browarny, Culture Supervisor

With contractors planting the final flowers and shrubs and wrapping up the final details on fences and pavillions, Phase I of construction of the 2-acre Historic Halfway Homestead is all but complete. The overhaul of the landscape surroundings Windsor's oldest standing structure began earlier this year, and the transformation is stunning. The site features everything from a nature-themed playground, an interactive irrigation water feature, a natural stone amphitheater, and lot and lots of gardens. The mission of the Halfway Homestead is to celebrate Windsor's long agricultural history and to continue to educate the community about how agriculture affects their lives today.

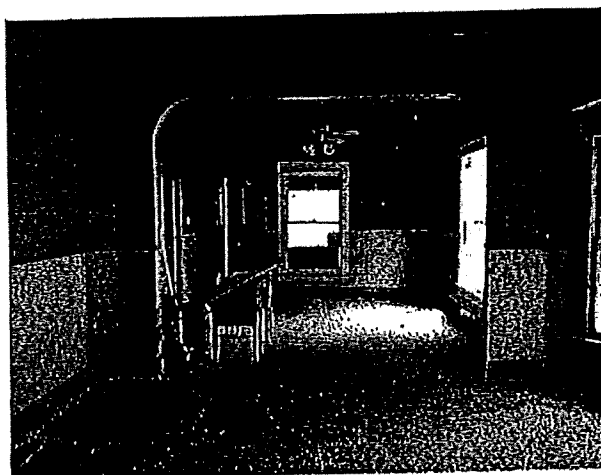


Dickey and Reid Families, 1911.



① DICKEY FARMHOUSE PERSPECTIVE - FROM SE LOOKING NW

Dickey Farmhouse Perspective -
From Southeast looking Northwest



Dickey House Interior - Dining Room

Phase II of the construction of the site is set to begin this month! With the support of a grant from the History Colorado State Historical Fund in the amount of \$250,000, the Culture Division will complete the full historic rehabilitation of the 1907 Dickey Farmhouse. This monumental project includes mitigating all lead and asbestos in the building, removing additions that are non-historical, and uncovering and preserving the amazing historical features that still exist in the house. This project will certainly take the remainder of the year, and possibly more, but the result will be an amazing community asset.



Dickey House Exterior - Southeast Side

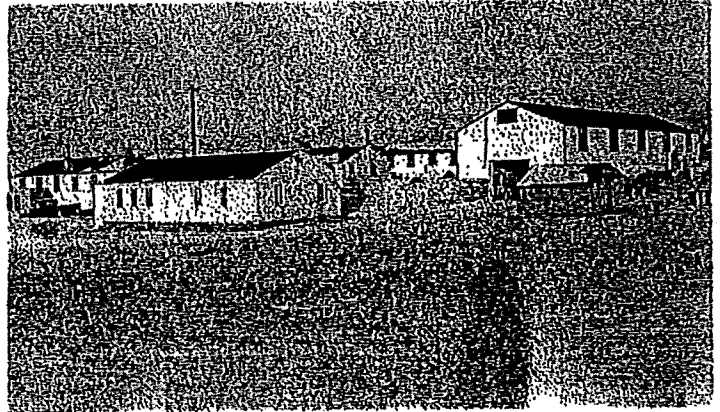
FEATURE

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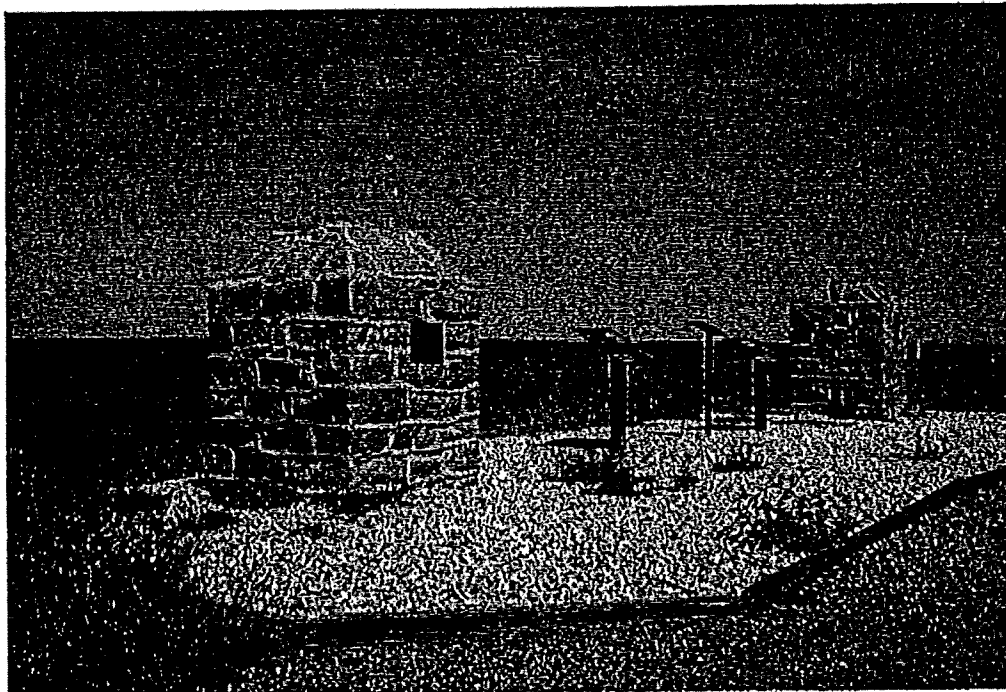
Appealing to the prisoners' longing for traditional German meals back home, the farmwives would prepare krautburgers, noodle soup, and rye bread. The fare was received very well by the prisoners who often came to the fields with nothing more than a single sausage sandwich to last them a twelve hour shift of hard labor.

Some locals denounced this generous treatment of the German POWs. One publication accused farmers of "coddling Hitler's children." In reality, few of the prisoners at Camp 202 were affiliated with Nazism. While the skepticism of locals was understandable, the farmers took a more level-headed and practical approach in their response. They replied that the POWs need to eat well to work well.

While the camp's physical remains are limited today to a pair of stone pillars that once made up the entrance gate, its history should live large in our minds as a reminder of our community's capacity for kindness and empathy in the most difficult of situations.



"German Prisoner of War Camp In Greeley, during World War II." Town of Windsor Museums Permanent Collection.



*Remains of Camp 202, off of Highway 34 business bypass towards Greeley.
Poudre Heritage Alliance.*



TOPPING BEETS FOR HARVEST ~ OCTOBER 17, 1945

By 1900, Windsor-area farmers began experimenting with sugar beets, which were shipped by rail to Colorado's first sugar mill operated by the Loveland Sugar Co. Factories followed in Greeley and Eaton. In 1901, E.I. Raymond and H.C. Branch spearheaded a commitment from area farmers and investors to plant over 5,000 acres of sugar beets in the Windsor-Severance area so a factory could be built in Windsor. In 1903, a factory for producing sugar from sugar beets was built in Windsor on East Walnut Street. Sugar beet cultivation required large numbers of "stoop" laborers and attracted large immigrant families to work on the labor-intensive beet farms and in the sugar factory.



SEVERANCE SCHOOL DAYS ~ CIRCA 1924

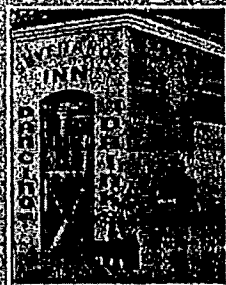
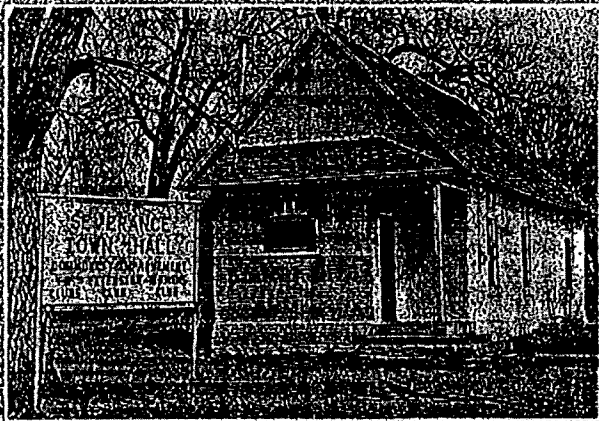
From February 1885 until October 1959, School District 52 served families within Severance's boundaries. During its 74-year tenure, children within the district were taught in two different buildings, first on the corner of Weld County Roads 23 and 74, and later in a building on the west side of Weld 23. Peak student attendance was in 1924 with 202 students enrolled. District 52 was officially dissolved on October 18, 1959, moving some students to Eaton RE-2 district and others to Windsor-Severance RE-4 district. The 1908 school building was still used to teach a small number of students until 1961 when it officially closed. The building was razed in 1964.



HORSE POWER HARVESTING – AUGUST 3, 1935

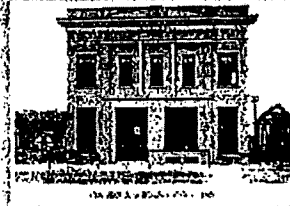
Horses were the driving power in agriculture until the tractor was invented in the late 1800s. In 1920, more than 25 million horses and mules were working the fields. By the 1960s, that number was down to about one-tenth.

Local area farmers planted crops of wheat, potatoes, hay, alfalfa, corn, cucumbers (for pickles), sugar beets and raised livestock. Horse-drawn binders, like the one pictured, bind the grain into sheaves and deposit them on the ground. While the men worked in the fields, women prepared meals for the workers.



HISTORICAL DATES FOR THE TOWN OF SEVERANCE

- 1894 - Town established and post office created
- 1905 - Great Western Sugar Company established with service station
- 1920 - Town of Severance incorporated - David Severance
- 1921 - First mayor of Severance elected - C.E. Tomblom
- 1940 - Town electrical turned on
- 1957 - Bruce's Bar established by Bruce Ruth
- 1970 - First female board member elected - Debrae Inke
- 1985 - Great Western Sugar Company service station closes
- 2018 - Snowball ordinance created allowing snowball fight
- 2019 - Severance High School opens
- 2021 - Town of Severance adopts a Home Rule Charter



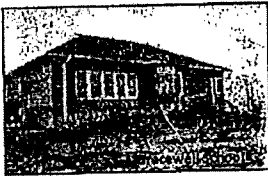
HISTORICAL DATES FOR THE TOWN OF WINDSOR

- 1873 - Town established with Halfway House
- 1890 - Town of Windsor incorporated - Rev. Samuel Asa Windsor; First Mayor of Windsor elected - J.J. McKibbin
- 1903 - Great Western Sugar Company builds a factory on East Walnut Street
- 1909 - Town electrical turned on
- 1918 - Windsor High School is constructed; George E. Tazer is first principal
- 1969 - Kodak starts construction on Windsor plant
- 2003 - Town of Windsor adopts a Home Rule Charter
- 2008 - EF3 tornado devastates the town of Windsor
- 2016 - First female mayor elected - Kristie Melendez
- 2017 - Historic Windsor Mill is destroyed in a fire



Historic Points of Interest Along the Tour Route

Bracewell, Colorado - Bracewell, Colorado was originally established around 1882 by the railroad "siding" or "station" on the Colorado and Southern Railroad. The siding originally was called "Hotchkiss", most likely after the nearby landowner, Arthur Hotchkiss, a County Judge. The name was later changed to "Bracewell" and was named after Christopher Bracewell. Christopher and his wife, Mary, came to the US from England around 1885 with their son, Christopher William "C.W." Bracewell. Mary purchased land in the area. Christopher had additional land holdings and the land patent on adjacent property. In total, the family owned 440 acres in the area.



Near the railroad, there was also the Bracewell School, established around 1893. The Bracewell Beet Dump, which operated from about 1913 to 1985, was a place where sugar beets were brought and then loaded onto rail cars. The Bracewell Store, run by Dan and Minna Herbst,

was a local gathering place for farmers and neighbors until the 1970s.

Greeley Number 2 Ditch/ New Cache La Poudre Irrigating Company - Greeley #2 was the second ditch constructed by the Union Colony. When completed, it was larger and more ambitious than any other project along the river. The project began in late 1870 and was finished in the spring of 1871. All members of Union Colony contributed to pay for the ditch and were expected to assist in its maintenance and operation costs. (The Tour crosses the No. 2 Ditch as we travel north on Road 27, again as we travel west on Hwy 392, and a third time near the Halfway Homestead at Dickey Farm.)

Lakeview Cemetery - Since the late 1800s, Lakeview Cemetery has served as a final resting place for residents of Windsor and the surrounding area. Lakeview Cemetery stands as a memorial to those who have called Windsor home as well as those whose diligence and hard work built this community. Look for names such as Kern, Hollister, Yancy, Teller, and more area residents who made contributions to Windsor.

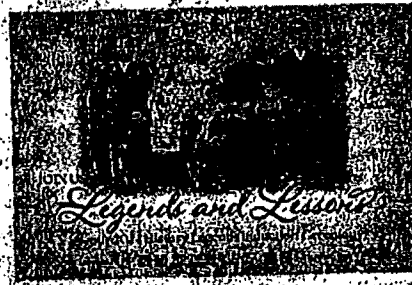


Save the Date!

Legends and Lessons

This is an annual celebration to honor, meet and hear from some of those who have contributed to the WSHS Oral History series found on DVD and YouTube. Adult beverages and appetizers served! Induction Ceremony of 2024 Legends at 5:30 pm. Visit TheWSHS.org for more information.

Sunday, November 10th - 2 pm - 5 pm
Windsor Art & Heritage Center, 116 5th Street, Windsor



Twilight Tours of Lakeview Cemetery

Embark on an evening tour of Windsor's historic Lakeview Cemetery with a costumed tour guide from the Town of Windsor Museums. Guided by the light of a flickering lantern, discover unusual and incredible stories of early Windsor residents who are buried in the Cemetery. These tours are family-friendly for kids 8+, but due to potential chilly temperatures, the tours that begin at 5:30 are highly recommended for families.

Want a private cemetery tour for your group of eight or more people? Private tours are available throughout October! Contact our museum education coordinator at kwinter@windsor.com or 570-674-3532.

Location: Lakeview Cemetery | Age: 8+ | Cost: \$6

Fri 10/18: 5:30-6:30 pm and 7:00-8:00 pm Sat 10/26: 7:00-8:00 pm

Fri 10/25: 5:30-6:30 pm and 7:00-8:00 pm Wed 10/30: 5:30-6:30 pm and 7:00-8:00 pm

Register at: www.recreationwindsor.com/touring



JOIN US

Go to THEWSHS.ORG and click on "Membership"

Images of America: Windsor

This 126-page photographic history of Windsor and Severance includes hundred of historic photographs from numerous private and municipal collections as well as local history. Purchase online at thewshs.org for \$25.



IN THE NEWS

PLAY AS WORK, WORK AS PLAY: A NEW EXHIBIT AT THE WINDSOR HISTORY MUSEUM

By Emma Kaiser & Zoe Volpa, Museum Interns



Carol Kern feeding chickens and turkeys, Windsor, 1915.

This summer, interns at the Windsor History Museum have created an exhibit where the Windsor community can learn more about childhood in historic Windsor. The exhibit centers on the experiences of German from Russia children in the early 1900s, with a particular focus on the Kurtz family, who immigrated to Windsor as Germans from Russia in 1909. The Kurtz family is brought to life by photos and objects throughout the exhibit as it explores how children in sugar beet-farming families experienced work and play. Through this exhibit you will learn about how children turned chores into games and how toys could infuse playtime with lessons in adulthood.

Work was a central element in German from Russia children's lives. Germans from Russia have a saying, "work makes life sweet," a sentiment that children knew well. Beet farming demanded significant labor, and parents relied on children to help meet the family's needs. In many German from Russia families, work was also seen as a vital aspect of preparing children for a fulfilling adulthood. Though their responsibilities often began as soon as they could walk, chores and fun were intertwined. Whether it was a game of make-believe as they labored in the fields or a game of marbles as they watched over younger siblings, children in Windsor always found ways to have fun.

Photos highlight some of the chores kids were responsible for. Carol Kern is pictured feeding turkeys and chickens as a toddler. In another photo, a group of five-year-old boys care for a baby while their parents work in the beet fields. Caring for both animals and siblings was one of the many chores German from Russia children completed daily. Other children recall baking cakes by age nine and running farm machinery by age thirteen.

Come and see what early Windsorites remembered from their childhood and learn about the experiences of children in Windsor in the early 1900s. This exhibit is featured at the historic four-square farmhouse at the Windsor History Museum. [View this new exhibit and visit the museum during open hours!](#)



*"This is the Day Nursery in the beet fields."
Library of Congress, 1915.*

THE MUSENEWS

A MONTHLY E-NEWSLETTER FROM THE TOWN OF WINDSOR MUSEUMS

HOW KODAK HELPED WINDSOR GROW

By Maya Barboa-Ojinaga, Museum Education Specialist

The Windsor community suffered a great loss in January 1967, when the Great Western Sugar factory closed forever. The factory had been a vital part of Windsor's history and economy, employing many Windsorites since its opening in 1903. Employees who worked for the factory when it closed were offered job assignments at other Great Western locations, so they packed up their families and moved to other towns and cities.

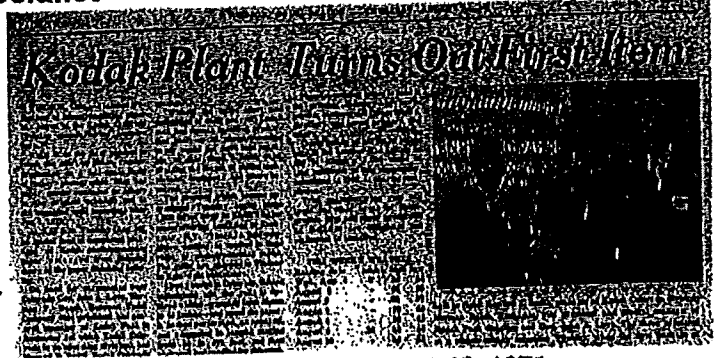
Those who remained in Windsor saw a decline in both jobs and local businesses. The creation of Interstate 25 in 1965, bypassed Windsor, leaving the town to the wayside, rather than being the main stopping point for people traveling on State Highway 392. The culmination of these two events pushed Windsor into a decline, and many Windsorites wondered, "what now?"

Fortunately, in June 1968, plans were set in motion when the Eastman Kodak Company announced that Windsor would become home to a large manufacturing facility. The announcement brought much excitement. The prospect of the new Kodak facility would increase Windsor's population and prosperity by bringing new jobs, as well as the potential to expand the small town.

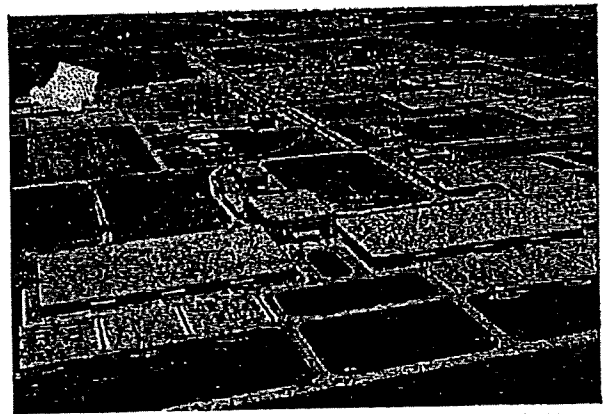
The Kodak Company moved its offices into what was once the Great Western Sugar factory and began constructing the new manufacturing facility on what had once been sugar beet fields. The first phase of the Kodak Colorado Division was completed in 1970.

On August 10, 1971, the Kodak Colorado Division manufactured its first product, a roll of phototypesetting paper. A little over a week later, the first shipment of the product was shipped out. To celebrate, the company held a ceremony attended by the governor of Colorado, John A. Love and Kodak executives from Rochester, New York.

At a time when Windsor thought it was being forced into a decline by the closure of the once booming Great Western Sugar Factory, the Eastman Kodak Company came to Windsor and brought not only new jobs and economic opportunities but revitalized the community.



Windsor Beacon, August 12, 1971.



Aerial view of Kodak Colorado Division, 1978, Coloradoan.

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Our History

THE LAND (/THE-LAND)

BRACEWELL,
COLORADO
(/BRACEWELL-
COLORADO)

THE PEOPLE (/THE- PEOPLE)

VON TROTHA FAMILY
(/VON-TROTHA-
FAMILY)

FIRESTIEN FAMILY
(/FIRESTIEN-FAMILY)

The People

Early property owners of The Farm included Sharon Atkinson, an original pioneer of the Union Colony, Mary Bracewell, Scott Getchell, and Phillip Krieger before Bode and Claude Von Trotha purchased the property in 1916. Fifty years later, after being tenant farmers for the Von Trotha Brothers, Conrad and Mabel Firestien purchased the property. Following is a bit on some of these families.



Christopher
Bracewell

BRACEWELL FAMILY

Christopher Bracewell, his wife, Mary, and their son, Christopher William (C.W.) immigrated to Colorado from the UK in 1885. They purchased 440 acres in the area now known as Bracewell.

[LEARN MORE \(\)](#)



Claus "Claude" Von
Trotha

VON TROTHA FAMILY

Baron Claus Wolfgang Von Trotha and his wife, Helene, came to the US from Germany and homesteaded around 1887 on property just north of the Poudre River in the Bracewell/Farmers Spur area. They were considered pioneers of the Poudre Valley.

CLAUDE VON TROTHA

Claus Wolfgang Von Trotha (1885-1966) was born in Denver, Colorado. His parents, Claus and Helene Von Trotha, had immigrated to the United States from Germany. The family first lived in Ohio, Minnesota and Boulder and Denver, Colorado before homesteading around 1887 on property just north of the Poudre River in the Bracewell/Farmers Spur area.



Claus "Claude"
Wolfgang Von Trotha

Claude was active in the community and contributed significantly to farming, livestock feeding and irrigation in the Greeley area. He was prominent in the community and well respected for his business practices.

Claude served on the Bracewell School Board, was Chairman of the Board of the Weld County Bank, served on the Board of Directors of several local irrigation companies and was actively involved in various other community activities.

In 1936, Claude married Roxena Goodpasture in Denver, Colorado. They married late in life and didn't have any children.

A 1953 article in the Great Western Sugar Publication *Through the Leaves*, described Claude as "progressive in his farm practices" as he was one of the first to realize the value of commercial fertilizer on all crops. Claude and his brother, Bode, encouraged local farmers to employ more mechanization, such as machine thinning of sugar beets.

In 1950, Bode and his brother, Claude, incorporated their business interests by forming Von Trotha Brothers, Inc.

Our History

THE LAND (/THE-LAND)

BRACEWELL,
COLORADO
(/BRACEWELL-
COLORADO)

THE PEOPLE (/THE-
PEOPLE)

VON TROTHA FAMILY
(/VON-TROTHA-
FAMILY)

FIRESTIEN FAMILY
(/FIRESTIEN-FAMILY)

Firestien Family

Peter Firestien (1869-1937) and Sophia (Yost) Firestien (1873-1929) (pictured below) and their sons, Conrad (1895-1976) and Louis (1898-1966), immigrated to Colorado as part of the group known as the "Germans from Russia" in 1899. The 1900 census placed them in Globeville, Colorado, a north-central Denver settlement that many Germans from Russia called home when first arriving in the U.S.

Obituary records placed them in Eaton, Colorado, around 1903 and in the Windsor and Bracewell area as early as 1911. A 1917 Greeley City and Rural Directory confirmed they were living on the property currently known as the Von Trotha-Firestien Farm.



Peter and Sophia (Yost) Firestien

The Germans from Russia

(<https://www.ahsgr.org/page/AboutUS>)

were known for their work in the sugar beet fields and it is quite possible the sugar beet boom brought the family to the area.

A wood frame house once stood to the west of the current stucco farmhouse and this is where Peter and Sophia lived and raised their six children; Conrad and Louis, who were born in Russia, and George, Henry, John and Mary who were born in the U.S.

Peter and his sons all farmed for Bode and Claude, the Von Trotha Brothers.

LEARN MORE (/VON-TROTHA-FAMILY)



Firestien Family,
1922

FIRESTIEN FAMILY

The Firestien Family immigrated to the US in 1899 as part of the group known as the Germans from Russia and eventually settled on the “home place” around 1917.

LEARN MORE (/FIRESTIEN-FAMILY)

Von Trotha-Firestien Historic Farm at Bracewell

30951 Weld County Road 27 | Greeley, Colorado 80631 | 970 686 2338 | Info@BracewellFarm.com
(<mailto:Info@BracewellFarm.com>) | <https://www.facebook.com/von.trotha.firestien.farm/>

Copyright © 2009 Von Trotha-Firestien Farm at Bracewell. All rights reserved.



Photo of newly completed stucco house with wood frame house still standing to the west of the current farmhouse. Photo courtesy of Terry Herbst.

There are two different stories as to who the stucco house was built for. One story is that it was built for the Von Trotha Brothers and which ever brother decided to marry first, would live in the house. The other story is that the house was built for Conrad "Coonie" Firestien. Coonie did live in the house from the beginning with his wife, Mabel, and their family.



Conrad and Mabel (Sitzman)
Firestien

Conrad was Peter & Sophia's oldest son, and he married Mabel Sitzman (1899-1990) in 1922. The photo in the banner at the top of the page is believed to have been taken on or around their wedding day in January 1922. Pictured are

Conrad and Mabel were married on the farm and had six children who all grew up on the "home place". Their children were Wallace, Wynona, Wilbert "Chuck", David, Shirley and Gerald. All of the children were born in the stucco farmhouse.



TOWN COUNCIL WORK SESSION & MEETING
Zoom Webinar and/or Town Council Chamber
3 S. Timber Ridge Parkway, Severance, CO 80550

WORK SESSION & MEETING MINUTES
Tuesday, December 9, 2025, at 5:00 PM

Mayor: Matthew Fries
Mayor Pro-tem: Brittany Vandermark
Council Members: David Bruen
Craig Joseph
Stephen Gagliardi
Tad Borrett
Karen Hessler

Audience: Gary Martin

Staff: Nicholas Wharton, Town Manager
Lindsay Radcliff-Coombes, Deputy Town Manager
Sarah Jacobsen, Town Clerk
Ken Chavez, Police Chief
Geoff Wilson, Town Attorney
Andrew Rogers, Town Attorney
Chris Messersmith, Town Engineer
Russ Weber, Building Official

A. CALL TO ORDER WORK SESSION (5:00 PM)

The Goal of the Work Session is to have the Town Council receive information on topics of Town business from the Town Manager, Town Attorney and Town Staff in order to exchange ideas and opinions regarding these topics.

1. Pg. 5 - Ratification of Buffalo Creek Annexation

- Discussion
- Staff Presentation: Nicholas Wharton, Town Manager

B. CALL TO ORDER REGULAR MEETING (6:00 PM)

1. Roll Call

Present:
Mayor Matthew Fries, Mayor Pro Tem Brittany Vandermark, Council Member David Bruen,
Council Member Craig Joseph, Council Member Stephen Gagliardi, Council Member Tad

Borrett, Council Member Karen Hessler

2. Pledge of Allegiance

3. Agenda Review by Town Manager

4. Consent Calendar

The Consent Calendar is intended to allow the Town Council to spend time and energy on the important items and not routine actions. A Council Member may request an item on this calendar to be "pulled" off the Consent Calendar and considered separately as a regular agenda item. Items remaining on the Consent Calendar will be approved by Town Council with one vote.

MOTION WAS MADE BY Council Member Gagliardi, seconded by Council Member Bruen to Approve the Consent Calendar. All Council Members present voting Yes.

MOTION PASSED

- a. **Pg. 24 - Town Council Meeting Minutes 11.11.25**
- b. **Pg. 29 - Resolution 2025-47R: A resolution of the town council of the Town of Severance, Colorado, authorizing the mayor to execute the twenty-first interim agreement with Northern Colorado Water Conservancy District, Northern Integrated Supply Project water activity enterprise, for participation in the Northern Integrated Supply Project**
- c. **Pg. 33 - Resolution 2025-48R: A Resolution of the Town Council of the Town of Severance, Colorado, approving an employment agreement with the Town Attorney**
- d. **Pg. 38 - Resolution 2025-49R: A Resolution for the Town Council of the Town of Severance, Colorado, to appropriate funds from fund balance**
- e. **Pg. 40 - Resolution 2025-50R: A Resolution of the Town Council of the Town of Severance, Colorado, Designating the Public Posting Place for Posting of Notices of Meetings for the Town Council and other Local Bodies of the Town**
- f. **Pg. 41 - Resolution 2025-51R: A Resolution of the Town Council of the Town of Severance, Colorado, Adopting a Schedule of Regular and Work Session Meetings for the Town**
- g. **Pg. 42 - October Financials**
- h. **Pg. 90 - October Payables**

5. Approval of Agenda

Mayor Fries asked for Council consensus to add a fourth executive session.

MOTION WAS MADE BY Council Member Bruen, seconded by Council Member Gagliardi, to approve the Council agenda with the addition of a fourth executive session item. All Council Members present voting Yes.

MOTION PASSED

6. Public Comment

The purpose of the Public Comment is for members of the public to speak to the Town Council on any subject not scheduled on the agenda. To accomplish scheduled agenda items, comments should be limited to three minutes for those attending in person or an appropriate time as deemed by the Mayor. The Town Council is not obligated to make decisions or take action on comments but may choose to schedule the matter for a later discussion. Those addressing the Town Council, please state your name and address and sign-in.

1. Gary Martin, Board Member of the Windsor Severance Historical Society and ambassador of the Severance Chamber of Commerce, addressed the Town Council, thanking the Citizen Advisory Board for the Community Grant, thanking the Council for replacing the Severance Post Office steps and railing, and thanking the Severance Future Farmers Youth for their help at one of the Historical Society events.

7. Council Member Comments

8. Reports

Council approval may be sought for administrative actions in association with staff reports.

a. Town Attorney

b. Town Staff

c. Town Management

Town Manager Nicholas Wharton requested Council consensus to schedule a Council Strategic Planning meeting for January 15, 2026. The Town Council agreed to add the off-site meeting in January.

d. Council Members Liaisons

e. Mayor

C. TOWN COUNCIL

1. Pg. 137 - Resolution 2025-52R: A Resolution of the Town Council of the town of Severance, Colorado, prescribing the Town of Severance's water and wastewater rates, fees, tolls and charges, and infrastructure investment fees

- Legislative
- Staff Presentation: Nicholas Wharton, Town Manager

MOTION WAS MADE BY Council Member Bruen, seconded by Council Member Gagliardi, to Approve Resolution 2025-52R: A Resolution of the Town Council of the town of Severance, Colorado, prescribing the Town of Severance's water and wastewater rates, fees, tolls and charges, and infrastructure investment fees. All Council Members present voting Yes.

MOTION PASSED

2. Pg. 147 - Resolution 2025-53R: A Resolution of the Town Council of the Town of Severance, Colorado, adopting the Town of Severance Fee Schedule

- Legislative
- Staff Presentation: Nicholas Wharton, Town Manager, Efrain Lemus, Finance Director

MOTION WAS MADE BY Council Member Gagliardi, seconded by Council Member Borrett to Approve Resolution 2025-53R: A Resolution of the Town Council of the Town of Severance, Colorado, adopting the Town of Severance Fee Schedule . All Council Members present voting Yes.

MOTION PASSED

3. PUBLIC HEARING

Pg. 162 - Resolution 2025-54R: A Resolution of the Town Council of the Town of Severance, Colorado, adopting a budget for the Fiscal Year of 2026 and appropriating sums for and defraying the expenses and liabilities for the fiscal year beginning January 1, 2026, and ending December 31, 2026.

- Legislative, Public Comment
- Staff Presentation: Nicholas Wharton, Town Manager, Efrain Lemus, Finance Director
The public hearing opened at 6:16 p.m., no one present wished to speak during public comment. The public hearing closed at 6:17 p.m.

MOTION WAS MADE BY Council Member Bruen, seconded by Council Member Gagliardi, to Approve Resolution 2025-54R: A Resolution of the Town Council of the Town of Severance, Colorado, adopting a budget for the Fiscal Year of 2026 and appropriating sums for and defraying the expenses and liabilities for the fiscal year beginning January 1, 2026, and ending December 31, 2026. All Council Members present voting Yes.

MOTION PASSED

4. Pg. 381 - Resolution 2025-55R: A Resolution of the Town Council of the Town of Severance, Colorado, Appropriating sums of money for the various funds in the amounts and for the purposes as set forth below for the 2026 Budget

- Legislative
- Staff Presentation: Nicholas Wharton, Town Manager, Efrain Lemus, Finance Director

MOTION WAS MADE BY Council Member Gagliardi, seconded by Mayor Pro-tem Vandermark, to Approve Resolution 2025-55R: A Resolution of the Town Council of the Town of Severance, Colorado, Appropriating sums of money for the various funds in the amounts and for the purposes as set forth below for the 2026 Budget. All Council Members present voting Yes.

MOTION PASSED

5. Pg. 384 - Resolution 2025-56R: A Resolution of the Town Council of the Town of Severance, Colorado, levying general property taxes for the year 2026 to help defray the costs of government for the 2026 budget year.

- Legislative
- Staff Presentation: Nicholas Wharton, Town Manager, Efrain Lemus, Finance Director

MOTION WAS MADE BY Council Member Gagliardi, seconded by Council Member Borrett to Approve Resolution 2025-56R: A Resolution of the Town Council of the Town of Severance, Colorado, levying general property taxes for the year 2026 to help defray the costs of government for the 2026 budget year.. All Council Members present voting Yes.

MOTION PASSED

6. PUBLIC HEARING

Pg. 386 - Ordinance 2025-27: An Ordinance adopting by reference the International Building Code, 2024 edition, the International Residential Code, 2024 edition, the International Fuel Gas Code, 2024 edition, the International Plumbing Code, 2024 edition, the International Mechanical Code, 2024 edition, the International Existing Building Code, 2024 edition, the International Property Maintenance Code, 2024 edition, the International Swimming Pool and Spa Code, 2024 edition, and the International Energy Conservation Code, 2024 edition, promulgated by the International Code Council.

- Legislative, Public Comment
- Staff Presentation: Russ Weber, Chief Building Inspector

The public hearing opened at 6:27 p.m., no one present wished to speak during public comment and the public hearing closed at 6:28 p.m. Building Official Russ Weber addressed the Council and explained why the Town is adopting the 2024 code, and spoke about the changes in the codes.

MOTION WAS MADE BY Council Member Bruen, seconded by Council Member Hessler to Adopt Ordinance 2025-27: An Ordinance adopting by reference the International Building Code, 2024 edition, the International Residential Code, 2024 edition, the International Fuel Gas Code, 2024 edition, the International Plumbing Code, 2024 edition, the International Mechanical Code, 2024 edition, the International Existing Building Code, 2024 edition, the International Property Maintenance Code, 2024 edition, the International Swimming Pool and Spa Code, 2024 edition, and the International Energy Conservation Code, 2024 edition, promulgated by the International Code Council.. All Council Members present voting Yes.

MOTION PASSED

D. COUNCIL MEMBER PETITIONS

Council Members may ask for items to be added to future agendas.

E. EXECUTIVE SESSION

1. **Concerning the purchase, acquisition, lease, transfer, or sale of any real, personal, or other property interest, pursuant to C.R.S. 24-6-402(4)(a) and for conferences with the Town attorney for purposes of receiving legal advice on specific legal questions, pursuant to 24-6-402(4)(b), with regard to the Buffalo Creek Annexation, and**

MOTION WAS MADE BY Council Member Gagliardi, seconded by Council Member Hessler to adjourn into executive session Concerning the purchase, acquisition, lease, transfer, or sale of any real, personal, or other property interest, pursuant to C.R.S. 24-6-402(4)(a) and for conferences with the Town attorney for purposes of receiving legal advice on specific legal questions, pursuant to 24-6-402(4)(b), with regard to the Buffalo Creek Annexation, and. All Council Members present voting Yes.

MOTION PASSED

2. **For purposes of determining positions relative to matters that may be subject to negotiations, developing a strategy for negotiations, and instructing negotiators, pursuant to C.R.S. 24-6-402(4)(e)(I), concerning a potential recreational building partnership with the Town of Windsor, and**

Mayor Fries requested that items one and two be swapped, changing the order in which they will be addressed during the executive session.

MOTION WAS MADE BY Council Member Bruen, seconded by Council Member Gagliardi to adjourn into executive session for purposes of determining positions relative to matters that may be subject to negotiations, developing a strategy for negotiations, and instructing negotiators, pursuant to C.R.S. 24-6-402(4)(e)(I), concerning a potential recreational building partnership with the Town of Windsor, and. All Council Members present voting Yes.

MOTION PASSED

3. **Concerning the purchase, acquisition, lease, transfer, or sale of any real, personal, or other property interest, pursuant to C.R.S. 24-6-402(4)(a) and for purposes of determining positions relative to matters that may be subject to negotiations, developing a strategy for negotiations, and instructing negotiators, pursuant to C.R.S. 24-6-402(4)(e)(I), concerning a potential water lease discussion with the Town of Wellington.**

MOTION WAS MADE BY Council Member Bruen, seconded by Council Member Borrett to adjourn into executive session concerning the purchase, acquisition, lease, transfer, or sale of any real, personal, or other property interest, pursuant to C.R.S. 24-6-402(4)(a) and for purposes of determining positions relative to matters that may be subject to negotiations, developing a strategy for negotiations, and instructing negotiators, pursuant to C.R.S. 24-6-402(4)(e)(I), concerning a potential water lease discussion with the Town of Wellington.. All Council Members present voting Yes.

MOTION PASSED

4. **For purpose of determining positions relative to matters that may be subject to negotiations, developing a strategy for negotiations, and instructing negotiators, pursuant to C.R.S. 24-6-402(4)(e)(I), and for conferences with the Town Attorney for purposes of receiving legal advice on specific legal questions, pursuant to 24-6-402(4)(b), with regard to the Water Service Agreement with North Weld County Water District.**

MOTION WAS MADE BY Council Member Borrett, seconded by Council Member Gagliardi to adjourn into executive session for purpose of determining positions relative to matters that may be subject to negotiations, developing a strategy for negotiations, and instructing negotiators, pursuant to C.R.S. 24-6-402(4)(e)(I), and for conferences with the Town Attorney for purposes of receiving legal advice on specific legal questions, pursuant to 24-6-402(4)(b), with regard to the Water Service Agreement with North Weld County Water District. . All Council Members present voting Yes.

MOTION PASSED

F. ADJOURN

The meeting adjourned at 6:41 p.m.

TOWN OF SEVERANCE

Matthew Fries, Mayor

ATTEST

Sarah Jacobsen, Town Clerk



AGENDA ITEM SUMMARY

AGENDA ITEM	SUBMITTED BY	PRESENTED BY
Pg. 83 - Resolution 2025-46R: A Resolution of the Town Council of the Town of Severance, Colorado, approving the amended and restated Water Service Agreement with the North Weld County Water District	Nicholas Wharton, Town Manager	Nicholas J. Wharton
ACTION REQUESTED		
<p>Management is asking Town Council to review and discuss Resolution 2025-45R A Resolution of the Town Council of the Town of Severance, Colorado, approving the amended and restated Water Service Agreement with the North Weld County Water District and take action:</p> <p>Action that may be taken:</p> <ul style="list-style-type: none"> • Move to approve Resolution 2025-45R approving the amended and restated Water Service Agreement with the North Weld County Water District • Move to approve Resolution 2025-45R with amendments • Take no action 		<p><u>Attorney Approved</u> <u>Action Requested</u> <u>Resolution</u></p>
BRIEF HISTORY OF ITEM		
BRIEF SUMMARY		
<p>Management respectfully requests Town Council's consideration and approval of a Resolution of the Town Council of the Town of Severance, Colorado, approving the Amended and Restated Water Service Agreement (WSA) with the North Weld County Water District. This updated agreement formalizes the terms and conditions of continued water service.</p>		
PUBLIC SUPPORT/CONCERN		
None at this time.		
ANALYSIS AND RECOMMENDATION		
<p>Management recommends that the Town Council take action and approve Resolution 2025-46R: A Resolution of the Town Council of the Town of Severance, Colorado, approving the amended and restated Water Service Agreement with the North Weld County Water District.</p>		
MATERIALS SUBMITTED		
<p>The following materials were submitted and included in this packet:</p> <ol style="list-style-type: none"> 1. Res 2025-46R Approving Amended WSA with NWCWD (2) 2. Town of Severance, Amended and Restated Water Services Agreement 		

**TOWN OF SEVERANCE
RESOLUTION NO. 2025-46R**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SEVERANCE,
COLORADO, APPROVING THE AMENDED AND RESTATED WATER SERVICE
AGREEMENT WITH THE NORTH WELD COUNTY WATER DISTRICT**

WHEREAS, intergovernmental agreements between political subdivisions to provide functions and services including the sharing of costs of such functions or services are specifically authorized by C.R.S. § 29-1-203(1); and

WHEREAS, the Town of Severance (the “Town”) and North Weld County Water District (“NWCWD”) have a longstanding relationship for the purposes of water cooperation; and

WHEREAS, the Town and NWCWD have negotiated and entered into prior agreements and amendments to facilitate the treatment and delivery of treated water;

WHEREAS, the Town wishes to enter into a new amended agreement with NWCWD to enable the Town and NWCWD to continue their relationship; and

WHEREAS, Town staff have negotiated this amendment with NWCWD in the best interest of the Town; and

WHEREAS, Section 12.03 of the Town of Severance Charter provides that “The Council may by resolution enter into contracts or agreements with other governmental... or quasi-governmental entities.”; and

WHEREAS, the Severance Town Council desires to approve the Amended and Restated Water Service Agreement with the North Weld County Water District and directs Town Staff to move forward with such matter as may be advisable to implement the Amended Water Service Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SEVERANCE, COLORADO, AS FOLLOWS:

Section 1. The attached Amended and Restated Water Services Agreement between the Town of Severance and the North Weld County Water District is hereby approved.

Section 2. The Mayor is authorized to execute this agreement on the Town’s behalf.

RESOLVED AND APPROVED THIS 30TH DAY OF DECEMBER 2025.

TOWN OF SEVERANCE, COLORADO

Matthew Fries, Mayor

ATTEST

Sarah Jacobsen, Town Clerk

AMENDED AND RESTATED WATER SERVICE AGREEMENT
(Town of Severance)

This Amended and Restated Water Service Agreement (“Agreement”) is made and entered into effective as of December 30, 2025 (“Effective Date”), by and between the North Weld County Water District, acting by and through the North Weld County Water District Enterprise (“North Weld” or “District”), and the Town of Severance (“Town”), a Colorado home-rule municipality (each a “Party” and, collectively, the “Parties”).

RECITALS

WHEREAS, North Weld exists pursuant to and in accordance with the provisions of §§ 32-1-101 *et seq.*, C.R.S., for the purpose of constructing, financing, operating and maintaining certain public water facilities and improvements for itself, its residents and users; and

WHEREAS, pursuant to § 32-1-1001(1)(d)(I), C.R.S., North Weld is empowered to enter into contracts and agreements affecting the affairs of North Weld; and

WHEREAS, pursuant to § 29-1-203, C.R.S., the Parties are empowered to contract to provide any function, service or facility lawfully authorized to be provided by each of the Parties; and

WHEREAS, North Weld (individually or in cooperation with others) maintains and operates a system for the treatment, storage and distribution of potable water within Weld County and Larimer County, Colorado; and

WHEREAS, the Town owns, maintains and operates a separate and independent system for the storage of and distribution of potable water to its residents and customers; and

WHEREAS, the Town and North Weld have entered into various agreements and amendments to facilitate the treatment and delivery of treated water from North Weld’s system to the Town’s system; and

WHEREAS, the Parties’ prior agreements and amendments shall be further described and defined below; and

WHEREAS, pursuant to § 32-1-1001(1)(j), C.R.S., North Weld is empowered to fix and from time to time increase or decrease Fees and Charges for services, programs or facilities furnished by North Weld; and

WHEREAS, the Parties previously entered into the Original Agreement; and

WHEREAS, the Parties desire to amend and restate the Original Agreement in its entirety as more fully set forth below for the purpose of defining the respective rights, duties, obligations and interests of the Parties from and after the Effective Date of this Agreement.

NOW, THEREFORE, in consideration of the promises and the covenants and agreements hereinafter set forth, it is agreed by and between the Parties as follows:

ARTICLE 1
AMENDMENT AND RESTATEMENT

This Agreement amends, restates and supersedes in its entirety the Original Agreement. From and after the Effective Date, the terms and provisions of this Agreement shall exclusively govern the rights, duties and obligations of the Parties with respect to the Town’s provision of treatable water to North Weld, the Town’s purchase of water treatment and delivery services from North Weld, and North Weld’s obligation to treat and deliver such water to the Town as provided herein. All Exhibits hereto are incorporated herein by reference.

ARTICLE 2
INTERGOVERNMENTAL AGREEMENT

It is the intention of the Parties that this Agreement, including all Exhibits hereto, shall be considered a mutually binding and enforceable agreement between the Parties pursuant to the provisions of the Colorado Constitution; §§ 32-1-101, *et seq.*, C.R.S.; § 29-1-203, C.R.S.; the Local Government Land Use Enabling Act, §§ 29-20-101, *et seq.*, C.R.S.;-and the powers inherently granted to the Parties by the State of Colorado.

ARTICLE 3
DEFINITIONS

3.1 “**Additional Standard Plant Investment Taps**” or “**ASPIT**” shall mean the additional number of Standard Plant Investment Taps the Town shall be entitled to purchase within 30 days of on and after the Effective Date, as more particularly set forth in **Exhibit A**.

3.2 “**Agreement**” shall mean this Amended and Restated Water Service Agreement by and between North Weld and the Town.

3.3 **NOT USED**

3.4 “**Cash in Lieu of Water Fee**” shall mean the amount paid by the Town, as determined solely by North Weld in accordance with its then-current policy, as may be amended from time to time, for an allocation of 70% of an acre-foot of water (i.e., 228,000 gallons) representing the average delivery of water delivered by Northern Water for one (1) unit of contractual ownership of the waters of Northern Water.

3.5 “**CBT**” shall mean the Colorado-Big Thompson Project.

3.6 “**Commitment**” shall mean North Weld’s obligation to Furnish treated water as set forth in Section 4.1 of this Agreement.

3.7 “**Conservation Plan**” shall refer to a plan created by the Town in accordance with Section 4.8 of this Agreement.

3.8 “**Cost of Service Rate Study**” shall mean a cost-of-service rate study commissioned by North Weld from an independent professional contractor specializing in rate studies, as more particularly set forth in Article 9 of this Agreement.

3.9 “**Current Standard Plant Investment Taps**” or “**CSPIT**” shall mean the number of Standard Plant Investment Taps currently owned by the Town, as more particularly described in **Exhibit A**.

3.10 “**Delivery Point**” shall mean the point(s) at which North Weld delivers treated water to the Town’s system through a Master Meter, which point(s) are more particularly set forth in **Exhibit A**.

3.11 “**Delivery Pressure Range**” refers to the minimum and maximum pressures that can be expected at the Delivery Point as determined using North Weld’s hydraulic model.

3.12 “**Distance Fee**” shall mean the fee per mile per Additional Standard Plant Investment Tap charged by North Weld, as more particularly set forth in **Exhibit B**.

3.13 “**District Board**” shall mean the Board of Directors of North Weld.

3.14 “**Effective Date**” shall be the date first appearing above.

3.15 “**Extraordinary Water Usage Event**” shall mean an unpredictable event of limited duration that causes unusually high water usage by the Town in excess of the Minimum Town Storage Tank Volume set forth on **Exhibit A**, for more than seventy-two (72) continuous hours, such as a water line break, unusual water demand for fire suppression, or similar unanticipated and random accidents or temporary emergencies.

3.16 “**Fees and Charges**” shall mean all fees, rates, tolls, penalties and charges imposed by North Weld, specifically including, but not limited to, Distance Fee, Plant Investment Fee, and Usage Fee, but excluding the Raw Water Surcharge.

3.17 “**Furnish**” when used with regard to the Commitment shall mean to acquire and furnish and includes all of the intermediate steps necessary to provide treated water at the Delivery Point(s) but does not include the obligation to construct localized storage, pumping, transmission or distribution facilities downstream of the Master Meter which may be constructed by the Town as part of the Town’s facilities.

3.18 “**gpm**” shall mean gallons per minute.

3.19 “**Impossible**” shall mean a circumstance in which North Weld is prevented from performing under the terms and provision of this Agreement. Such a circumstance must be beyond the control of North Weld and must not be created by any actions or failures to act of North Weld.

3.20 “**Initial Town Fees and Charges**” shall mean the initial Fees and Charges charged to the Town as of the Effective Date of this Agreement as more particularly set forth on **Exhibit B**.

3.21 “**Master Meter**” shall mean the Town’s master meter(s) (owned by North Weld) as more specifically set forth in **Exhibit A**.

3.22 “**Master Meter Station**” shall mean the master meter stations containing the Master Meter, as more particularly set forth in **Exhibit A**.

3.23 “**Maximum Annual Delivery Volume**” or “**Maximum ADV**” shall mean the maximum volume of treated water in MG to be delivered to the Town and is calculated as the number of the total Standard Plant Investment Taps, including ASPITs, purchased by the Town times the delivery volume of 228,000 gallons for each Standard Plant Investment Tap and as set forth in **Exhibit A**.

3.24 “**Maximum Day Demand**” shall mean the volumetric flow rate of water used during the twenty-four (24) hour period with the highest consumption during the Water Year expressed in either MGD or gpm.

3.25 “**Maximum Delivery Flow**” or “**MDF**” shall mean the maximum total flow in gpm to be delivered to the Town based on the number of total Standard Plant Investment Taps, including ASPITs, purchased (for this value, 1 Standard Plant Investment Tap is equal to 1 gpm), regardless of the number of Master Meter Stations. If the Town owns more than one Master Meter Station, North Weld may dictate the amount of flow at each Master Meter Station to meet the hydraulic needs of North Weld.

3.26 “**MG**” shall mean millions of gallons.

3.27 “**MGD**” shall mean millions of gallons per day.

3.28 “**Minimum Annual Delivery Volume**” or “**Minimum ADV**” is, except as provided below, the minimum volume of treated water in MG that the Town will pay for on an annual basis and is calculated as 90% of the average of the past three years of annual usage as measured at the Delivery Point, or 90% of the Maximum ADV whichever is greatest as more particularly set forth in **Exhibit A**. The initial Minimum ADV on the Effective Date shall be based on the number of CSPITs currently owned by the Town. After the Town purchases the ASPITs, the Minimum ADV shall be calculated in each future year, for ten years from the date of purchase of the ASPITs, as 90% of the average of the past three years of annual usage as measured at the Delivery Point. Notwithstanding the foregoing, for ten years from the date of the Town’s purchase of the ASPIT’s, the Maximum ADV shall not apply to the Town’s water purchase requirement. After ten years from the date of the Town’s purchase of the ASPITs, the Minimum ADV shall be calculated as set forth above and the Maximum ADV will be calculated as the CSPIT plus the purchase of the ASPITs.

3.29 “**Minimum Raw Water Obligations**” shall mean one hundred ten percent (110%) of the total measured treated water usage measured at the Master Meter Station for the previous Water Year plus any anticipated increases in usage.

3.30 “**Minimum Town Storage Requirement**” shall mean the minimum volume of storage tank facilities, in MG, and will be no less than one day of the Maximum Day Demand based on the past Water Year’s usage measured at the Master Meter Stations (or Delivery Points) excluding, however, water usage resulting from an Extraordinary Water Usage Event, all based upon information provided to North Weld by the Town, as, in good faith, reviewed and accepted by North Weld, all as more particularly set forth in **Exhibit A**.

3.31 “**North Weld**” shall mean the North Weld County Water District, a quasi-municipal corporation and political subdivision of the State of Colorado.

3.32 “**Northern Water**” shall mean the Northern Colorado Water Conservancy District.

3.33 “**NPIC**” shall mean the non-native water attributable to shares in the North Poudre Irrigation Company.

3.34 “**Original Agreement**” shall mean and include the following agreements and amendments:

- Water Service Agreement dated March 13, 2002, which was subsequently amended by the First Amendment to Water Service Agreement dated September 1, 2004, and effective January 1, 2004; and
- Amended and Restated Water Service Agreement dated and effective March 5, 2019, which was subsequently amended by the First Amendment to Amended and Restated Water Service Agreement dated October 25, 2021.

3.35 “**Parties**” shall mean, collectively, North Weld and the Town.

3.36 “**Peak Hour Demand**” shall mean the volumetric flow rate of water used during the 60-minute period with the highest consumption during the Water Year expressed in either MGD or gpm.

3.37 “**Plant Investment Fee**” shall mean the amount paid to North Weld for the right to receive delivery of treated water allocated to one Standard Plant Investment Tap.

3.38 “**psi**” shall mean pounds per square inch.

3.39 “**Rate of Return**” shall mean the rate charged for reimbursement for a deficit in contributions related to the use of the facilities from which the Town has benefitted but has not fully reimbursed the District.

3.40 “**Raw Water Requirement**” shall mean the annual amount of raw water provided by the Town to the District which is capable of treatment and delivery by North Weld in the amount

of one hundred ten percent (110%) of the total measured potable water usage by the Town at the Master Meter for the previous Water Year, plus any anticipated increases in the Town's use of potable water for the ensuing Water Year.

3.41 **“Raw Water Surcharge”** shall mean the additional fee charged by North Weld for use of District-owned raw water when the Town's annual usage in any Water Year exceeds the Raw Water Requirement provided to the District as more fully set forth in Section 10.2 of this Agreement.

3.42 **“Standard Plant Investment Tap”** shall mean the right to use North Weld's water system assets to deliver a maximum of 70% of 1.0 acre-foot of water (i.e., 228,000 gallons and 1 gpm on a peak flow basis).

3.43 **“Standard Water Tap”** shall mean a ¾-inch residential water tap or equivalent to which is allocated 228,000 gallons of District-treated water during each Water Year, which volume of water is based upon the historic delivery of seventy percent (70%) of an acre-foot of water for each contract unit of water from Northern Water.

3.44 **“Town”** shall mean, collectively, the Town of Severance and the Town's Water Utility Enterprise.

3.45 **“Town Enterprise”** shall mean the Water Utility Enterprise established by the Town pursuant to Section 13-2-10 of the Town of Severance Municipal Code.

3.46 **“Town Service Area”** shall mean the area described and depicted on **Exhibit C**, as hereafter modified pursuant to Section 11.1 of this Agreement.

3.47 **“Transfer”** or **“Transferred”** shall mean to provide water to North Weld for treatment and delivery by North Weld to the Town. **“Transfer”** or **“Transferred”** shall not mean the transfer, conveyance, pledge, or dedication of any rights, ownership, or contractual rights in or to water or water shares.

3.48 **“Uncontrollable Forces”** shall mean any cause beyond the control of the obligated Party, including, but not limited to, failure of facilities, flood, earthquake, storm, lightning, fire, epidemic, riot, civil disturbance, labor disturbance, sabotage, acts of terrorism, breach of construction contract by a third party or restraint by court or public authority, which by due diligence and foresight, such Party could not have reasonably been expected to avoid, and the application of land use regulations imposed upon or impacting the District by third party jurisdictions for the installation and construction of distribution system components (water pipelines, pump stations, etc.). The term **“Uncontrollable Forces”** shall not include the failure to make any payment required by either Party under the terms of this Agreement.

3.49 **“Usage Charge”** shall mean the amount charged by North Weld to the Town based upon the volume of potable water used by the Town and measured at the Town's Master Meter, as more particularly set forth in **Exhibit B**.

3.50 “**Water Supply**” shall include, but is not limited to, water resulting from existing water supplies, future water supply projects and development of existing and after-acquired water rights.

3.51 “**Water Year**” shall mean the period of time commencing on November 1 of each year and terminating on October 31 of the next succeeding year, which dates correspond with those established by Northern Water.

3.52 “**Wholesale Discount Rate**” shall mean the percentage applied to North Weld’s retail Usage Charge to recognize North Weld’s cost savings in providing water to the Town as a wholesale customer which provides its own internal water system storage tanks to meet Peak Hour Demands. The Wholesale Discount Rate shall only apply until the Cost-of-Service Rate Study is adopted and implemented. Thereafter, the Wholesale Discount Rate shall be eliminated.

3.53 “**WG**” shall mean the Windy Gap Project.

3.54 “**WSSC**” shall mean the Water Supply and Storage Company.

ARTICLE 4 TREATED WATER SUPPLY

4.1 North Weld shall Furnish, and the Town shall purchase and receive from North Weld through the Soldier Canyon Water Treatment Plant (unless otherwise determined by the District), treated water for the operation of the Town’s water system in, as applicable for a given year, the Minimum Annual Delivery Volume, Maximum Annual Delivery Volume, Maximum Delivery Flow in gpm, and minimum and maximum pressures in psi, all as are more particularly set forth in **Exhibit A**. By no later than September 1 of each year, the Town will provide to North Weld estimates of its projected maximum day and average day needs for the following Water Year. The annual water parameters may be modified by written agreement of the Parties. The Town shall not provide service to users or property outside the limits of Northern Water’s boundaries using water that is subject to this Agreement.

4.2 The Town agrees to purchase treated water Furnished by North Weld at its Soldier Canyon Water Treatment Plant for operation of the Town’s water system up to the Maximum Annual Delivery Volume, and in no event less than the Minimum Annual Delivery Volume. Provided the Town purchases treated water up to the Maximum Annual Delivery Volume, treated water in excess of such volume may also be obtained by the Town from third party sources other than North Weld. Under no circumstance shall the Town have any right to use North Weld facilities to transmit water obtained by the Town from third party sources. The Town further agrees that if Additional Standard Plant Investment Taps are sold to the Town by the District, the Minimum Annual Delivery Volume will be adjusted as provided in Section 3.28, and the Maximum Annual Delivery Volume will be adjusted by adding 228,000 gallons per Additional Standard Plant Investment Tap.

4.3 The water to be Furnished by North Weld to the Town at the Delivery Point shall be potable water which complies with the Federal Safe Drinking Water Act and all other

applicable drinking water regulations. North Weld shall have no responsibility for maintaining the quality of water within the Town's water distribution system located downstream of the Delivery Point and the Town shall assume sole responsibility for such water quality within the Town's water distribution system located downstream of the Delivery Point. North Weld shall make arrangements for all testing necessary to ensure that the water Furnished under this Agreement complies with Federal and State drinking water standards at the Delivery Point. No promise or guarantee of pressure is made by North Weld or is to be implied from anything contained herein, except as set forth in **Exhibit A**.

4.4 North Weld's Commitment shall be limited only by the occurrence of factors which make it Impossible for North Weld to meet the Commitment.

4.5 At any time, the Town may purchase or otherwise acquire surface, raw water rights and/or other non-potable waters for Transfer to North Weld if such water rights: (i) are capable of being delivered to and treated by the water treatment system utilized by North Weld; and (ii) are usable in North Weld's water supply system. North Weld agrees to accept such water rights and, subject to the other provisions of this Agreement, including the Maximum Annual Delivery Volume of water to be Furnished to the Town, which would be adjusted if such Transfer occurred, Furnish to the Town an additional amount of treated water. In such instance, the Parties shall execute a written amendment to this Agreement. The amount of additional treated water shall be equivalent to the annual yield of the conveyed water rights, as determined by North Weld in good faith at its sole discretion based on analysis and recommendations of competent water resource professionals, using the same annual yield methodology used by North Weld in the operation and management of its own water rights and water system, less water losses due to treatment and conveyance of water through North Weld's delivery system, and other reasonable factors as may be determined by North Weld.

4.6 The minimum and maximum pressures to be provided by North Weld are set forth in **Exhibit A** and shall be satisfied at the Delivery Point(s) only. The Town shall be responsible for regulating water pressures and maintaining the potable water quality within the Town's system after the Delivery Point(s).

4.7 The Parties recognize that North Weld's Water Supply, as well as the Town's Water Supply which is Transferred by the Town to North Weld, is dependent upon natural water resources that are variable in quantity of supply from year to year. North Weld shall not be liable for inaccurately anticipating availability of North Weld's Water Supply or for an actual failure of North Weld's Water Supply due to inadequate run-off or other occurrence beyond the reasonable control of North Weld. In times of such shortage or failure, water use may be curtailed in a manner to be determined by North Weld; provided, however, that such curtailment on use shall be applied generally in a uniform manner to all North Weld wholesale and retail customers which have dedicated similarly curtailed water supply to the District, both inside and outside the Town. North Weld is not responsible for making up the yield shortfall resulting from natural causes beyond its reasonable control.

4.8 The Town has created and will continue to implement a Conservation Plan for the efficient and wise use of water throughout the Service Area. A copy of this Conservation

Plan and any future amended Conservation Plans shall be submitted to North Weld to allow North Weld to integrate the Town's Conservation Plan with any Conservation Plans adopted by North Weld. The Town's Conservation Plan shall provide for the adoption and continuance of such policies or the taking of such action as may be required of the Town as a recipient of water from North Weld by Federal and/or State law.

4.9 North Weld shall use reasonable diligence to provide a constant and uninterrupted supply of treated water except for interruption or reductions due to: (1) Uncontrollable Forces; or (2) maintenance, repair, replacement, installation of equipment, or investigation and inspection of the water system, which interruption or reductions are temporary, and in the opinion of North Weld, necessary. Except in the case of an emergency or Uncontrollable Forces, the Town will be given prompt advance written notice of such interruptions. In case of disruption due to an emergency or Uncontrollable Forces, the Town shall be provided prompt written notice after the commencement of the disruption by e-mail notice to the Town of such disruption, at the e-mail address(es) provided in accordance with Section 13.9 of this Agreement.

4.10 Neither Party shall be considered in default under this Agreement if prevented from fulfilling any obligations by reason of Uncontrollable Forces. A Party rendered unable to fulfill its obligation by reason of Uncontrollable Forces shall exercise due diligence to remove such inability with all reasonable dispatch.

ARTICLE 5 RAW WATER

5.1 Unless the raw water has been dedicated to North Weld as provided herein, the Town shall annually provide to North Weld the Raw Water Requirement for treatment and delivery by North Weld, in the amount equal to one hundred ten percent (110%) of the total measured potable water usage by the Town at the Master Meter for the previous Water Year, plus any anticipated increases in the Town's use for the ensuing Water Year. Raw water provided to North Weld shall be provided on an actual gallon basis as measured at the intake station at the Soldier Canyon Filter Plant. The requirement for the transfer of one hundred ten percent (110%) of the measured potable water usage by the Town is equal to one hundred percent (100%) of actual water usage plus an additional allowance of ten percent (10%) to cover estimated shrinkage in the volume of treated water delivered from the Soldier Canyon Filter Plant to the Delivery Point(s) at the Master Meter.

5.2 The Raw Water Requirement shall be provided from CBT, WG, NPIC, or from any other source reasonably acceptable to North Weld which is at least as usable to North Weld as CBT or WG water at North Weld's sole discretion. In addition, water provided by WSSC which is: (i) Transferred to North Weld; (ii) adjudicated for municipal usage; and (iii) capable of being treated at the Soldier Canyon Filter Plant shall be deemed acceptable to satisfy the Raw Water Requirement. In the event WSSC water is used to satisfy the Raw Water Requirement, the Town acknowledges that water shares must be Transferred into the name of North Weld. In the event the Town ceases to obtain water service from North Weld pursuant to this Agreement, North Weld shall re-Transfer to the Town the WSSC water previously

Transferred to North Weld by the Town. All fees and costs associated with the Transfer of any water by the Town to North Weld or re-Transferred by North Weld to the Town shall be paid by the Town.

5.3 North Weld shall have no obligation to acquire, rent or own any additional raw water necessary to meet the Town's Raw Water Requirement. The Town shall be solely responsible for making arrangements for the Transfer of all raw water necessary to meet the Raw Water Requirement.

5.4 In the event the Town does not provide sufficient raw water to North Weld to meet its Raw Water Requirement, North Weld shall give the Town written notice of such insufficiency, as nearly as possible at least thirty (30) days prior to the time when such additional raw water will be necessary. If, after such notice, the Town fails or refuses to provide sufficient additional raw water, North Weld may, in its sole discretion, provide such raw water as more fully provided in Section 10.2, below.

ARTICLE 6 NORTH WELD FACILITIES

6.1 North Weld shall be responsible to take such actions and make such connections between the Town's system and North Weld's system as are necessary to enable North Weld to supply water service to the Town as provided in this Agreement. The Town shall reimburse North Weld for all reasonable costs and expenses related thereto. Prior to North Weld incurring expenses that are subject to reimbursement by the Town, the Town shall be consulted and approve such expenses in writing, which approval shall not be unreasonably withheld.

6.2 North Weld has installed and will maintain the necessary metering equipment and Master Meter Station(s). North Weld has designed the Master Meter Station(s) and flow control devices, in accordance with the specifications of North Weld. The Town shall reimburse North Weld for all reasonable costs and expenses, including, but not limited to, design, location, construction and installation costs and expenses associated with all equipment and vault(s) replaced or added after the date of this Agreement at the Delivery Point that benefit the Town and are required for North Weld to satisfy the terms of this Agreement. The Town shall be consulted and shall approve the design, location and expenses for said equipment and vault(s) in writing, which approval shall not be unreasonably withheld. North Weld acknowledges receipt of payment or reimbursement by the Town for all equipment and Master Meter Stations installed by North Weld for the Town as of the Effective Date of this Agreement.

6.3 North Weld has installed, owns, operates and will maintain flow-restricting device(s) at the existing Master Meter Station. Said device(s) shall be capable of controlling the flow rate to the Town within the rates provided on **Exhibit A**. The Town may be responsible for charges based on deliveries at flow rates greater than the flow rates stated in this Agreement.

6.4 North Weld shall own and maintain North Weld's water system, including any interconnection facilities, water line, pump station and treatment plant facilities necessary to serve the Town as required by this Agreement, up to the outlet valve on the Town's side of the Master Meter Station. North Weld shall own the Master Meter, the Master Meter Station, and flow and pressure control facilities, which shall be managed, administered, operated and maintained exclusively by North Weld. For the purpose of determining operations and maintenance responsibility, the Town shall be responsible for all maintenance and operations from the outlet valve on the Town's side of the Master Meter Station.

ARTICLE 7 TOWN FACILITIES

7.1 As of the Effective Date, the Town is served through facilities installed, operated and owned by North Weld. The Town has previously installed at its expense the Master Meter Station. The Master Meter Station is located at the location generally described on **Exhibit A**. Any future Master Meter Stations deemed appropriate and necessary by the Town and North Weld shall be installed in accordance with Article 6 at the sole expense of the Town. If the Town determines it is necessary to install any additional Master Meter Stations, and after consulting with North Weld and obtaining approval by North Weld, before any such additional Master Meter Station is installed, the Parties intend to amend the Exhibits to this agreement to allocate the number of Standard Plant Investment Taps in use by the Town to each Master Meter Station.

7.2 The Town owns and will continue to be responsible for construction, operation and maintenance of its distribution lines and other system facilities on the Town's side of the Delivery Point. The Town shall undertake all proper steps to prevent connections to the Town's water system which would in any way permit water produced in or by the Town to enter North Weld's distribution system by back-flow, back-pressure or otherwise, so as to prevent the quality of water in North Weld's transmission system from being affected by water produced in or by the Town.

7.3 North Weld will deliver water in accordance with the parameters set forth in **Exhibit A**. The Town agrees that it will maintain water storage tanks on the Town's side of the Delivery Point to meet the volume requirements between the Maximum Day Demand and Peak Hour Demand, and shall use water from its storage tanks to meet such volume requirements between the Maximum Day Demand and Peak Hour Demand. The minimum volume of such storage tank facilities will be no less than one day of the past Water Year's Maximum Day Demand as measured at the Delivery Point excluding, however, water usage resulting from an Extraordinary Water Usage Event. North Weld shall be permitted to change the Usage Charge by adjusting the Wholesale Discount Rate applied to North Weld's retail Usage Charge if the Town fails to maintain the minimum tank volume and, within two (2) years of written notice from the District to the Town concerning such failure, fails to construct and operate additional storage tank facilities sufficient to maintain the required minimum tank volume. In the event the Town fails to use water tank storage supply to meet volume requirements between the Maximum Day Demand and Peak Hour Demand, the District shall notify the Town of its failure, and after conferral between the Town and the District, the

District shall give the Town reasonable time, but not more than 30 days, to cure the failure. If the Town does not cure the failure, the District may impose such published fines and penalties on the Town for failure to use water tank storage supply to meet volume requirements between the Maximum Day Demand and Peak Hour Demand.

7.4 The Town shall maintain its facilities in good repair at all times and to make such replacements as may be necessary to keep the facilities in proper operating condition at all times.

7.5 Subject to the minimum pressure and minimum supply provisions of this Agreement, the Town agrees that it will, at all times, operate its water distribution system so as not to unreasonably interfere with service to others dependent upon North Weld for a supply of water. Specifically, the Town agrees that it will operate its facilities, especially any pumping or storage facilities, in coordination with operation of District facilities and will install and use such devices, including telemetry, as are necessary to effectuate such coordination; provided, however, that the Town shall not be required to pay for the installation of any physical changes to its water distribution system required only to benefit others outside the Service Area.

ARTICLE 8 MASTER METER

8.1 North Weld shall read the Master Meter at monthly intervals, under its own meter reading schedule. If requested by the Town, North Weld shall give the Town notice of any master meter reading and allow a Town representative to be present and observe.

8.2 Once every five (5) years, North Weld shall test and calibrate the Master Meter at North Weld's cost. At any time, upon the Town's written request, North Weld shall make or cause to be made a special meter test at the Town's cost. North Weld shall notify the Town in advance of any master meter test and allow a Town representative to be present. North Weld shall promptly provide a copy of all Master Meter test results to the Town at no cost.

8.3 The Master Meter shall be tested and read pursuant to American Water Works Association standards. If a test of any Master Meter determines that the reads for the Master Meter are inaccurate, the Master Meter reading shall be corrected from the beginning of the monthly billing period immediately preceding the billing period during which the tests are made in accordance with the percentage of inaccuracy found by such tests, provided that no correction shall be made for a longer period than such inaccuracy may be determined by North Weld to have existed.

8.4 If any Master Meter fails to register for any period, the Town and North Weld shall agree to the amount of water Furnished during such period and North Weld shall render a bill to the Town therefor. If no agreement can be reached by the Parties, the billing shall be based upon historical usage data.

8.5 If at any time the Town desires to change the location of any Master Meter Station or install any additional Master Meter Stations, North Weld will attempt to accommodate such request if, in the sole and reasonable opinion of North Weld, such relocation or installation of any additional Master Meter Stations will not detrimentally affect North Weld's water system in any manner. The Town shall be responsible for any and all costs and expenses associated with the relocation or installation of any additional Master Meter Stations, of any type or kind, thereof.

ARTICLE 9 FEES AND CHARGES

9.1 For the use of treated water provided by North Weld hereunder, the Town shall pay North Weld all Fees and Charges imposed by North Weld at the then-current rates reflected in North Weld's current fee schedule, including Rate of Return Fees established by the District. Fees and Charges may be adjusted by North Weld at any time pursuant to Colorado law and as provided in this Agreement. Currently, the Town receives a Wholesale Discount Rate for Fees and Charges, as more particularly set forth in **Exhibit B**. The Wholesale Discount Rate shall remain in effect until North Weld completes a Cost-of-Service Rate Study. Adoption by the North Weld Board of the Cost-of-Service Rate Study shall establish the Fees and Charges to be charged for water service to the Town as of the date of the Cost-of-Service Rate Study, at which time the Wholesale Discount Rate shall be eliminated. The Cost-of-Service Rate Study shall establish, as of the time of adoption, the new schedule of Fees and Charges imposed by North Weld for water service to the Town, which Fees and Charges may be adjusted thereafter in accordance with this Agreement and Colorado law and as more particularly set forth in this Article 9.

9.2 The Parties acknowledge and agree that North Weld will adopt water service Fees and Charges sufficient to totally and fully reimburse North Weld for all costs of Furnishing water under this Agreement, including, but not limited to, recovered return on investment, in accordance with the then-current fee Cost-of-Service Rate Study as thereafter set forth in a resolution, as may be revised and adopted by North Weld Board from time to time. The Parties agree that the duration of this Agreement is such that the passage of time will require changes in the Fees and Charges to be made for the provision and use of water hereunder.

9.3 At least thirty (30) days prior to consideration adoption of revised Fees and Charges based on a Cost-of-Service Rate Study, North Weld will provide to the Town a copy of the Cost-of-Service Rate Study upon which North Weld desires to base its updated Fees and Charges.

9.4 North Weld shall provide written notice to the Town when it is anticipated that the Fees and Charges will change or any projected operation, maintenance or capital improvement cost will affect the Fees and Charges to be paid by the Town provided that:

- a. North Weld shall notify the Town at least thirty (30) days prior to District Board meeting at which: (i) North Weld Board considers a proposal for an

increase in Fees and Charges; and (ii) prior to scheduling any formal action by North Weld Board with respect to such proposal to increase Fees and Charges. The Parties acknowledge that North Weld Board meetings referenced in this subsection 9.4.a. may be one in the same.

b. North Weld shall notify the Town of new Fees and Charges within ten (10) days after North Weld Board has adopted them.

c. The new Fees and Charges shall not become effective sooner than the first day of the Town's next annual fiscal year after they have been adopted by North Weld Board.

9.5 The Parties recognize that it is the intent of the Plant Investment Fee to defray a portion of the costs incurred by North Weld to supply treated water to the Town. So long as the Town's demand stays within the Maximum Annual Delivery Volume or Maximum Delivery Flow specified on **Exhibit A**, no additional Plant Investment Fees will be required from the Town. Notwithstanding, and for the avoidance of doubt, North Weld shall only be entitled to additional Plant Investment Fees when the Town purchases ASPITs.

9.6 Should the Town request additional demand above the Maximum Annual Delivery Volume or Maximum Delivery Flow as calculated pursuant to this Agreement, after the Town's purchase of the ASPITs set forth in **Exhibit A**, the Town shall make written request to North Weld for such additional potable water service. Upon receipt of the Town's written request, North Weld shall have sixty (60) days within which to determine whether it is willing to provide such additional potable water service and the terms upon which it is to be supplied, and shall provide written notice of its determination within a reasonable time thereafter. Any approval to provide additional potable water services shall be at the sole discretion of the Board of Directors of North Weld. Under no circumstances shall the District be obligated to sell any additional plant investments not considered ASPITs set forth in **Exhibit A** to the Town outside the requirements of this Agreement. If North Weld agrees to provide such additional potable water service, the Parties shall execute a written acknowledgment of the purchase and payment shall be in the form of the purchase of ASPITs, and enter into an amendment to this Agreement.

9.7 Billing for each month shall be made on or about the last day of the month and payment shall be due thirty (30) days thereafter. If the Town disputes any portion of the bill, the Town shall provide written notice to North Weld on or before forty-five (45) days of receipt of the bill. If the Town refuses or fails to pay the undisputed portion of a bill by the due date, North Weld may discontinue delivery of potable water hereunder upon ninety (90) days' written notice to the Town of its intention to do so.

9.8 The Town agrees that Fees and Charges for water service provided under this Agreement shall be governed by the provisions of this Agreement, except that North Weld shall be required to comply with all State and Federal laws and regulations.

ARTICLE 10 RAW WATER EXPENSES

10.1 In addition to payment of the Fees and Charges, the Town shall pay for all costs associated with acquisition of raw water by the Town and temporary Transfer of the same to North Weld, and any periodic charges or assessments related to such raw water. To the extent required, upon conferral between the Parties and agreement of the Town in writing, the Town shall pay the agreed-upon costs and/or expenses involved in changing North Weld's operations to facilitate use of the Town's raw water from a provider other than Northern Water.

10.2 On the condition that North Weld provided the requisite notice and opportunity to provide additional raw water as set forth in Section 5.4, above, the Town shall pay a Raw Water Surcharge as determined by North Weld for any potable water Furnished to the Town for which North Weld provided raw water to meet the Town's Minimum Raw Water Obligation during a Water Year. Such Raw Water Surcharge shall constitute a surcharge to the Town in addition to the Fees and Charges and shall be for the purpose of compensating North Weld for the use of North Weld's raw water to satisfy the Town's Minimum Raw Water Obligation. The Raw Water Surcharge is due, if at all, thirty (30) days after the end of the Water Year. The Raw Water Surcharge shall be an amount equal to ten percent (10%) of North Weld's then applicable Cash in Lieu of Water Fee. North Weld shall promptly notify the Town of any change in the determination of such charge.

For the purpose of illustrating the manner in which the Raw Water Surcharge is computed and using the Cash in Lieu of Water Fee in effect as of January 1, 2021, which amount is \$58,000.00, and which amount will be modified from time to time, the following example is provided:

Raw Water Surcharge = water used by the Town in excess of the Raw Water Requirement provided by the Town divided by (228,000)¹ x [(Cash in Lieu of Water Fee x 10%)]

Surcharge= ² 8,000,000 / 228,000 x [(³ \$58,000.00 x 10%)]

Surcharge= 35.08772 x \$5,800.00

Surcharge= \$203,508.78

¹ Average CBT delivery rate.

² Fictional amount of 8 million gallons.

³ Assume Cash in Lieu of Water Fee in the amount of \$58,000 for a unit of raw water for a 3/4" tap.

ARTICLE 11 TOWN SERVICE AREA

11.1 The Town Service Area shall consist of the real property identified on the map set forth in **Exhibit C**, as may be modified by the Parties as set forth herein.

a. Annexation of Property Not Served By North Weld and Not Within North Weld's Boundaries. If property not located within the Town Service Area seeks annexation to the Town, the Town shall notify North Weld in writing of the filing of the petition for annexation. If, at the time the petition for annexation is filed, the property seeking annexation is not then receiving water service from North Weld and such property is not included within the boundaries of North Weld, the Town may annex the property and provide water service to the property with no further action required by North Weld. In such instance, within thirty (30) days of the effective date of the annexation, the Town shall provide to the District an updated map of the Town Service Area depicting the then-current Town Service Area plus the annexed property. The updated map shall automatically replace the map of the Town Service Area set forth in **Exhibit C** hereof with no formal action required by the Parties. The Town's failure to provide the map shall not constitute a breach of this Agreement nor diminish North Weld's obligation to provide potable water, as provided in this Agreement, to the Town for delivery to its Service Area.

b. Annexation of Property Not Served by North Weld But Within North Weld's Boundaries. If property not located within the Town Service Area seeks annexation to the Town, the Town shall notify North Weld in writing of the filing of the petition for annexation. If, at the time the petition for annexation is filed, the property seeking annexation is not then receiving water service from North Weld but such property is included within the boundaries of North Weld, the Town shall require the property owner to file a petition to exclude the property from North Weld pursuant to § 32-1-501, C.R.S., prior to receiving water service from the Town. North Weld agrees to consider such petition to exclude in good faith, and will consider the factors in § 32-1-501, C.R.S., in determining whether to grant the petition, or to deny the petition and continue as the water service provider. Within thirty (30) days of the effective date of the annexation, the Town shall provide to the District an updated map of the Town Service Area depicting the then-current Town Service Area plus the annexed property. The updated map shall automatically replace the map of the Town Service Area set forth in **Exhibit C** hereof with no formal action required by the Parties. The Town's failure to provide the map shall not constitute a breach of this Agreement nor diminish North Weld's obligation to provide potable water, as provided in this Agreement, to the Town for delivery to its Service Area.

c. Annexation of Property Served by North Weld. If property not located within the Town Service Area seeks annexation to the Town, the Town shall notify North Weld in writing of the filing of the petition for annexation. If, at the time the petition for annexation is filed, the property seeking annexation is then receiving water service from North Weld, the Town shall not provide water service to the annexing property unless and until the requirements set forth in Section 11.3 of this Agreement are met in full. Upon full satisfaction of the requirements set forth in Section 11.2 of this Agreement, the Town shall require the owner of the property proposed for annexation to file a petition to exclude from North Weld pursuant to § 32-1-501, C.R.S., and to disconnect from North Weld's system in accordance with Section 11.3 of this Agreement, prior to receiving water service from the Town. North Weld agrees

to consider such petition to exclude in good faith, and will consider the factors in § 32-1-501, C.R.S., in determining whether to grant the petition, or to deny the petition and continue as the water service provider. North Weld agrees, subject to the District Board's legislative authority, to approve the request for exclusion. Within thirty (30) days of the effective date of the annexation, the Town shall provide to the District an updated map of the Town Service Area depicting the then-current Town Service Area plus the annexed property. The updated map shall automatically replace the map of the Town Service Area set forth in **Exhibit C** hereof with no formal action required by the Parties. The Town's failure to provide the map shall not constitute a breach of this Agreement nor diminish North Weld's obligation to provide potable water, as provided in this Agreement, to the Town for delivery to its Service Area.

d. Map of Town Service Area. By December 31 of each year, the Town shall provide North Weld with an updated map depicting the then-current Town Service Area including all annexations which occurred during the year. The map shall automatically replace the map of the Town Service Area set forth in **Exhibit C** hereof with no formal action required by the Parties. The Town's failure to provide the map shall not constitute a breach of this Agreement nor diminish North Weld's obligation to provide potable water, as provided in this Agreement, to the Town for delivery to its Service Area.

11.2 Property Within Town Service Area Not Served by Town. It is understood and agreed that the Town shall have the responsibility for serving new water service customers within the Town Service Area and that North Weld will not serve customers within the Town Service Area without the express written consent of the Town and under the terms and conditions set forth herein.

a. The Parties intend and agree that new water service customers within the Town Service Area shall first be required to make application to the Town for service. North Weld has and will continue to refer any requests that it receives for water service within the Town Service Area to the Town.

b. As to any new water taps applied for within the Town Service Area that can be serviced by the Town, the Town agrees to provide such service and receive payment for such service in accordance with all fees and charges imposed by the Town for the taps as if the taps were within the Town limits.

c. It is further understood and agreed that at the time an application for new service is made, there may be certain areas within the Town Service Area that cannot be served by the Town. In such event, after the Town has declined to provide service to the property in question, the property owner may request service from North Weld which may, in its sole discretion, grant or deny the request to provide service to that applicant.

In the event North Weld elects to provide service to an applicant within the Town Service Area after the Town has declined to provide such service, such service shall be provided only upon the following requirements being fulfilled by the applicant:

i. Payment of all fees and charges and/or dedication of raw water as may be required by North Weld.

ii. Written assurance from the applicant that at such time as North Weld receives notice from the Town that it is prepared to serve the applicant, the applicant will voluntarily connect to and pay all costs of connecting to the Town's system and disconnecting from North Weld's system pursuant to Section 11.3 of this Agreement.

iii. If the property seeking service is not located within North Weld's boundaries, the applicant shall petition North Weld for inclusion into its boundaries in accordance with §§ 32-1-401, *et seq.*, C.R.S.

11.3. Disconnection from North Weld's Water System.

a. Any customer desiring to disconnect from North Weld's system shall make a request in writing to North Weld. North Weld agrees to consider such request in good faith. North Weld will determine what impact, if any, the disconnection will have on the remainder of North Weld's system. Any customer disconnecting from North Weld's system shall pay all fees and costs associated with North Weld's review of the request for disconnection, shall pay all fees and costs associated with infrastructure changes necessary to accommodate the disconnection, and shall pay all fees and charges associated with the disconnection.

b. At such time as a customer's transfer from North Weld's system to the Town's system has been accomplished, the Town shall be credited with one Standard Plant Investment Tap, which shall include the Raw Water Requirement associated with the Standard Plant Investment Tap and shall not be count against any new taps that Town may otherwise be entitled to purchase. In the event the tap size exceeds a Standard Water Tap, any increase in size will result in a credit of the tap count in proportion to the increased tap size. For tap sizes above a Standard Water Tap size, the District agrees to transfer the appropriate ASPITs and the water allocation that is equivalent to the current allocations at that tap at the time of the transfer.

c. The Parties acknowledge and agree that at the time of a transfer of a tap within the Town Service Area from North Weld's system to the Town's system, the Town shall be required, to the extent those fees were not already recovered from the party seeking disconnection, to fairly compensate North Weld for services and facilities, at the depreciated value, taken over by the Town from North Weld and/or abandoned by North Weld, including, but not limited to, any costs incurred by North Weld to modify its system for the disconnection. Nothing in this Agreement shall be interpreted as preventing the Town from collecting any such compensation from third

parties through separate agreements, including, but not limited to, annexation agreements or subdivision improvement agreements.

11.4 North Weld's Water Service Outside Town Service Area. North Weld shall have the unrestricted right to issue water taps and serve customers anywhere outside the Town Service Area. The Town agrees that it shall not request or seek transfer of water service to any customers located outside the Town Service Area subsequent to the Effective Date of this Agreement, including the assertion of any such right under § 32-1-502, C.R.S., or otherwise, unless the Town Service Area is modified pursuant to Section 11.1 to include property owned by such customers. Except as set forth in this Article 11, North Weld shall have the unrestricted right to issue water taps and provide water service to customers applying to North Weld for water service.

ARTICLE 12 TERM

12.1 This Agreement shall be effective on the Effective Date set forth above and remain in effect until twenty-five (25) years from the Effective Date (“Original Term”), and shall automatically renew for an additional twenty-five (25) year term (“Renewal Term”), unless otherwise terminated pursuant to this Article 12.

12.2 Except as set forth in Section 9.7, above, with respect to non-payment for water service, if either Party fails to perform in accordance with the terms, covenants and conditions of this Agreement, or is otherwise in default of any of the terms of this Agreement, the non-defaulting Party shall deliver written notice to the defaulting Party of the default, at the address specified herein, and the defaulting Party will have six (6) months from and after receipt of the notice to cure the default. If any default under this Agreement is not cured as described above, the non-defaulting Party will, in addition to any other legal or equitable remedy, have the right to terminate this Agreement and enforce the defaulting Party's obligations pursuant to this Agreement by an action for injunction or specific performance. Notwithstanding the foregoing, if this Agreement is terminated by North Weld due to a material breach by the Town for reasons other than non-payment for water service, North Weld will not cease water service to the Town until after ten (10) years from the written date of notice of the breach.

12.3 None of the remedies provided for under this Agreement need to be exhausted or exercised as a prerequisite to either Party's pursuit of further relief to which it may be entitled. Either Party hereto may also seek specific performance of this Agreement and specific performance shall not be considered to be an election of the only available remedy.

12.4 In the event the Town wishes to terminate this Agreement during the Original Term or a Renewal Term, it shall provide written notice to North Weld of its intent at least twenty (20) years prior to the intended date of termination in accordance with the notice provisions of this Agreement. Upon the giving of such notice, this Agreement shall terminate twenty (20) years thereafter. During this twenty (20) year period, the Town shall be obligated to take and pay for, or in the alternative, pay for the Minimum Annual Delivery Volume of water set forth on **Exhibit A** computed in accordance with the formula set forth therein.

Nothing herein shall be construed as limiting the Town's right to take and pay for an amount of water in excess of the amount determined during the twenty (20) year period, subject only to the peak demand limitations otherwise set forth in this Agreement. If the Town has transferred any water rights to North Weld for purposes of this Agreement, North Weld shall, upon termination, re-Transfer such water rights to the Town.

12.5 The Parties acknowledge and agree that, prior to the Effective Date, North Weld was required to finance, construct, install and/or otherwise enhance water infrastructure necessary to provide water service to the Town. Further, in order to do so, North Weld incurred and/or entered into financial obligations, including, but not limited to, revenues bonds, associated therewith, which financial obligations were in addition to those improvements otherwise financed with the Plant Investment Fees. As such, if the Town elects to disconnect any or all of its system from North Weld's system and to no longer receive water service from North Weld, in the event there are any outstanding financial obligations of North Weld related to the facilities necessary to serve the Town, the Town shall remain responsible for its proportionate share of the outstanding obligations, including any refinancing or refundings thereof, until those obligations are paid in full. For the avoidance of doubt, this section does not require payment for the types of disconnections contemplated in Article 11.

ARTICLE 13 MISCELLANEOUS PROVISIONS

13.1 Rules and Regulations. The Town agrees to adopt and enforce within the Town Service Area rules and regulations reasonably compatible with those of North Weld related to the delivery and use of potable water. The Town agrees to abide by all fees and charges pursuant to the terms of this Agreement, and the Town agrees to abide by the rules and regulations of North Weld, copies of which North Weld shall provide to the Town any time such rules and regulations are adopted, revised, updated, or amended

13.2 Easements. The Town agrees to work in good faith to obtain and provide, at no cost to North Weld, any easements needed for North Weld to provide water to the Town at a Delivery Point other than the Delivery Point existing on the Effective Date of this Agreement and set forth on **Exhibit A**.

13.3 Independent Systems. The Parties agree that each Party owns its own water distribution system and each is a separate and independent system from the other. Each Party shall obtain and maintain throughout the term of this Agreement insurance in the type and amounts standard for such systems in Colorado.

13.4 No Vested or Future Rights. Except as other provided herein, neither Party hereto shall, by reason of this Agreement, or the use of water thereunder, or otherwise, acquire vested or adverse right or future right, in law or equity, in the water rights owned by the other Party.

13.5 Entire Agreement / Prior Agreements. All prior agreements between the Parties with respect to the provision of water service are hereby terminated and determined to be null

and void as of the Effective Date of this Agreement. The Town and North Weld agree that this Agreement shall be construed and enforced as the fully integrated expression of their contract with respect to the matters addressed herein. No express or implied covenants not specifically set forth shall be deemed to be a part of this Agreement. The Parties expressly agree that no representations other than those specifically set forth in this Agreement have been relied upon by either Party to induce it to enter into this Agreement. Unless otherwise provided herein, this Agreement may not be modified except by a writing executed by both Parties.

13.6 Prevailing Party; Venue. The Parties agree that, in addition to any other remedies afforded by law or in equity, the provisions of this Agreement may be specifically enforced in a Court of competent jurisdiction and, in any judicial action, the non-prevailing party, to the extent permitted by law, agrees to pay all costs of such action as actually incurred by the prevailing party, including attorneys' fees. Venue for any legal action shall be in District Court of Weld County, State of Colorado.

13.7 No Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in this Agreement, nor shall the waiver of any default be deemed a waiver of any subsequent default.

13.8 Assignment. Neither Party shall assign this Agreement or parts thereof, or its respective duties, without the express written consent of the other Party. Any attempted assignment of this Agreement in whole or in part with respect to which the other Party has not consented, in writing, shall be null and void and of no effect whatsoever. Notwithstanding the foregoing, the Parties hereto expressly agree that should North Weld create a water activity enterprise pursuant to and in accordance with §§ 37-45.1-101, *et seq.*, C.R.S., North Weld may elect to assign this Agreement to the water activity enterprise and no further consent, written or otherwise, of the Town shall be required.

13.9 Notices. Any notice or communication required under this Agreement must be in writing, and may be given personally, sent via nationally recognized overnight carrier service, by registered or certified mail, return receipt requested, or by electronic mail delivery. If given by registered or certified mail, the same will be deemed to have been given and received on the first to occur of: (i) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent; or (ii) three days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered or sent via nationally recognized overnight carrier service, a notice will be deemed to have been given and received on the first to occur of: (i) one business day after being deposited with a nationally recognized overnight air courier service; or (ii) delivery to the Party to whom it is addressed. If sent by electronic mail, the notice will be deemed to have been given and received on the date the Party delivering the notice receives a "read receipt notice" from the intended recipient or the intended recipient otherwise, explicitly or implicitly, acknowledges receipt of the electronic mail. Any Party hereto may at any time, by giving written notice to the other Party hereto as provided in this Section 20 of this Agreement, designate additional persons to whom notices or communications will be given, and designate any other address in substitution of the

address to which such notice or communication will be given. Such notices or communications will be given to the Parties at their addresses set forth below:

District: North Weld County Water District
P.O. Box 56
32825 Weld County Road 39
Lucerne, CO 80646
Attention: Eric Reckentine, District Manager
Phone: (970) 356-3020
Email: ericr@nwcwd.org

With a Copy to: WHITE BEAR ANKELE TANAKA & WALDRON
2154 E. Commons Ave., Suite 2000
Centennial, CO 80122
Attention: Zachary P. White, Esq.
Phone: (303) 858-1800
E-mail: zwhite@wbapc.com

With an Additional Copy to: Lyons Gaddis Kahn Hall Jeffers Dworak &
Grant, PC
Post Office Box 978
Longmont, CO 80502-0978
Attention: Scott E. Holwick
Phone: (303) 776-9900
Email: sholwick@lyonsgaddis.com

Town: Town of Severance
P.O. Box 339
3 South Timber Ridge Pkwy.
Severance, CO 80546
Attention: Town Manager
Phone: [_____]
Email: nwharton@townofseverance.org

With a Copy to: [_____]
[_____]
Attention: [_____]
Phone: [_____]

Email: [_____]

13.10 Good Faith. In the performance of this Agreement, or in considering any requested approval, acceptance, consent, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, consent, or extension of time required or requested pursuant to this Agreement.

13.11 Party Review. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged that each Party has contributed to the preparation of this Agreement.

13.12 Binding Effect. Except with respect to the limitation on assignments, this Agreement shall inure to and be binding on the successors and assigns of the Parties hereto.

13.13 Severability Clause. If any portion of this Agreement is declared by any court of competent jurisdiction to be invalid, void or unenforceable, such decision shall not affect the validity of any other portion of this Agreement which shall remain in full force and effect, the intention being that such portions are severable. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

13.14 Not Used.

13.15 Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to North Weld or the Town, their respective officials, employees, contractors, or agents, or any other person acting on behalf of North Weld or the Town and, in particular, governmental immunity afforded or available to North Weld or the Town pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.

13.16 Not Exclusive. On the condition that the Town accepts and pays for the Maximum Annual Delivery Volume from North Weld, the Town may and shall hereinafter be entitled at all times to obtain potable water from any other water provider or any other source. Under no circumstance shall the Town have any right to use North Weld facilities to transfer water obtained by the Town from third party sources.

13.17 Counterpart Execution. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto,

and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

[Remainder of Page Intentionally Blank. Signature Pages to Follow.]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

NORTH WELD:
NORTH WELD COUNTY WATER
DISTRICT, a quasi-municipal corporation and
political subdivision of the State of Colorado

Officer of North Weld

ATTEST:

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel for North Weld

North Weld County Water District's Signature Page to Amended and Restated Water Service Agreement with Town of Severance, Colorado, dated December 30, 2025

TOWN:
TOWN OF SEVERANCE, a municipal
corporation acting by and through its Water
Activity Enterprise

Mayor

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

*Town of Severance's Signature Page to Amended and Restated Water Service Agreement with
North Weld County Water District, dated December 30, 2025*

EXHIBIT A
SUMMARY OF DELIVERY POINT(S) AND AGREEMENT TERMS

SUMMARY OF DELIVERY POINT(S)

Master Meter Name	General Location
Master Meter Station #1 (MM#1)	37505 County Road 21
Master Meter Station #2 (MM#2)	10007 County Road 72
Emergency Master Meter Station (only used during emergencies)	11850 County Road 74

SUMMARY OF AGREEMENT TERMS

Water Parameter	Value
Plant Investment Tap Summary	
Current Plant Investment Taps (CSPIT)	1,040
Additional Plant Investment Taps to be Purchased (ASPIT)	120
Total Plant Investment Taps to be Purchased (TSPIT) ¹	1,160
Delivery Summary	
Maximum Annual Delivery Volume (Maximum ADV) ²	264.5 MG
Maximum Delivery Flow (MDF) ³	1,160 GPM
Maximum Delivery Flow at MM#1 (MDF at MM#1) ⁴	850 GPM
Delivery Pressure Range at MM#1 ⁵	50-100 PSI
Maximum Delivery Flow at MM#2 (MDF at MM#2)	1,160 GPM
Delivery Pressure Range at MM#2	80-130 PSI
Maximum Simultaneous Delivery Flow at MM#1 +MM#2	1,160 GPM
Maximum Delivery Flow at Emergency Interconnect	1,550 GPM
Delivery Pressure Range at Emergency Interconnect	80-130 PSI
Minimum Annual Delivery Volume ⁶	
2022 Annual Volume	234 MG
2023 Annual Volume	198 MG
2024 Annual Volume	221 MG
Minimum Annual Delivery Volume (Minimum ADV) MG minimum (90% of Max ADV) before purchase of ASPITs (CSPIT)	213 MG
Minimum Annual Delivery Volume (Minimum ADV) MG minimum (90% of Max ADV) after purchase of ASPITs	238 MG
Minimum Town Storage Requirement ⁷	1.3 MG
Current Town Storage Capacity	2.5 MG

¹ TSPIT=CSPIT+ASPIT;

² Maximum ADV = (TSPIT); (228 kgal per TSPIT) = 264.5 MG

³ MDF = (TSPIT) (1 GPM per TSPIT) = 1,160 GPM

⁴ MDF at MM#1 = 850 GPM based on a maximum delivery velocity of 10 feet per second.

⁵ Pressure range is based on NWCWD's hydraulic model.

⁶ Minimum ADV see paragraph 3.28

⁷ Information provided by the Town, subject to North Weld providing peak hour demand and subsequent review and acceptance by North Weld.

EXHIBIT B
INITIAL TOWN FEES AND CHARGES

Initial Usage Charge and Plant Investment Fees:

The Initial District and Town Usage Charges will apply until an adjustment is made and adopted by North Weld Board as set forth in Section 9 of this Agreement. The Plant Investment Fees are one-time fees applicable to this Agreement only and are to be paid by the Town within 30 days of the Effective Date of this Agreement. The District and Town Usage Charges and Plant Investment Fees are as follows:

USAGE CHARGES AND PLANT INVESTMENT FEES FOR THIS AGREEMENT

Charge	Value
District Unit Fee Definitions	
Initial District Usage Charge, subject to change annually	\$4.99 per 1,000 gallons
District Plant Investment Fee for this agreement only	\$21,900 per ASPIT
District Distance Fee for this agreement only	\$500 per mile per ASPIT with minimum of 5 miles (\$2,500 per ASPIT)
Wholesale Discount Rate	25%
Town Unit Fee Definitions with Wholesale Discount Rate applied	
Initial Town Usage Charge, subject to change annually	\$3.74 per 1,000 gallons
Town Plant Investment Fee for this agreement only	\$16,425 per ASPIT
Town Distance Fee for this agreement only	\$375 per ASPIT per mile with minimum of 5 miles (\$2,625 per ASPIT)
Summary of Plant Investment Fees for this Agreement	
Total Miles to MM#2 ⁸	7 Miles
Plant Investment Fee ⁹	\$ 1,971,000
Distance Fee ¹⁰	\$ 315,000
Total Plant Investment Fees (TPIF) ¹¹	\$ 2,286,000

The Plant Investment Fee is determined primarily from the estimated costs for constructing additional filter plant capacity, storage facilities and transmission lines which deliver water to the Tank 1 Facilities of North Weld located at the intersection of Colorado State Highways 257 & 14.

The Distance Portion of the Plant Investment Fee is determined primarily from the estimated costs for constructing additional service facilities to deliver water from the Tank 1 Facilities located at

⁸ All fees are applied to MM#2. There are a total of 7 miles from Tank 1 to MM#2. See Exhibit E for map of mileage.

⁹ Plant Investment Fee = (Town Plant Investment Fee) (ASPIT); (\$16,425) (120) = \$ 1,971,000

¹⁰ Distance Fee = (Total Miles) (Town Distance Fee) (ASPIT); (7) (\$375) (120) = \$ 315,000

¹¹ TPIF = Plant Investment Fee + Distance Fee; \$ 1,971,000 + \$ 315,000 = \$ 2,286,000

the intersection of Colorado State Highways 257 & 14 to the customer. This portion of the Plant Investment Fee is calculated for the customer with a proportional relationship to the distance from the customer's meter location to the Tank 1 Facilities.

Exhibit C
TOWN SERVICE AREA
As of Effective Date

Exhibit C

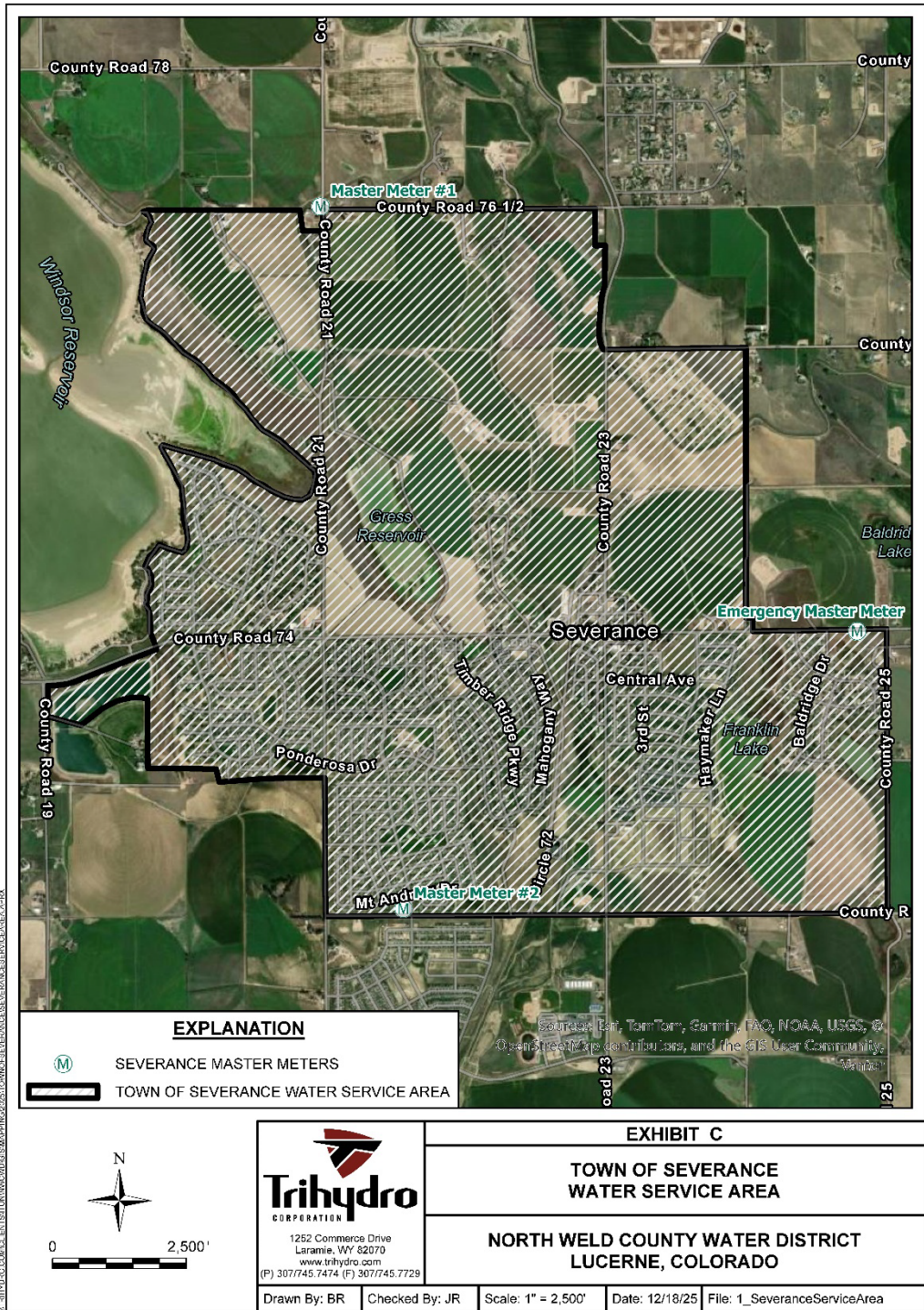


Exhibit C

Exhibit D
RESERVED FOR FUTURE USE

Exhibit D

Exhibit E Map of Mileage

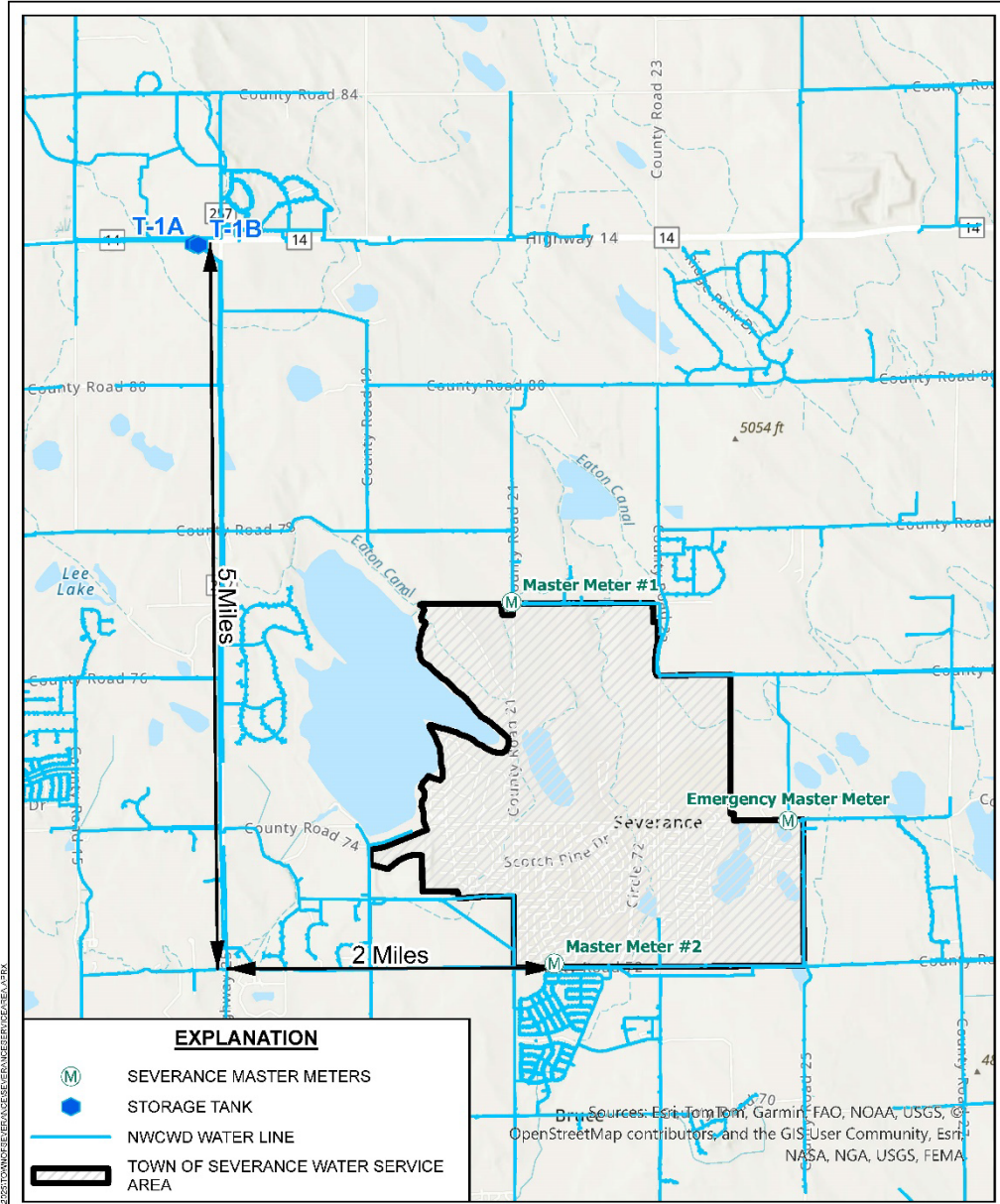


Exhibit E