



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

AGENDA
TOWN COUNCIL WORK SESSION & MEETING 2022-20
Tuesday, October 25, 2022, at 6:00 PM

A. CALL TO ORDER WORK SESSION

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. Pledge of Allegiance

2. 2023 Strategic Plan and Amended Code of Conduct and Ethics Policy

- Discussion
- Staff Presentation: Nicholas Wharton, Town Manager, Lindsay Radcliff, Deputy Town Manager

B. CALL TO ORDER REGULAR MEETING

1. Roll Call

2. Agenda Review by Town Manager

3. 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. 10.11.22 Minutes
- b. September Payables
- c. September Financials

4. Approval of Agenda

5. 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.

6. Council Member Comments

7. 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

C. TOWN COUNCIL

1. Ordinance 2022-24: Nuisance Ordinance

- Legislative
- Staff Presentation: Jim Gerdeman, Chief of Police

2. Ordinance 2022-25: An Ordinance of the Town Council of the Town of Severance, Colorado, amending Chapter 2 of the Severance Municipal Code pertaining to the Planning Commission

- Legislative
- Staff Presentation: Nicholas Wharton, Town Manager

3. Multi-Family Requirements: Land Use Code

- Discussion
- Staff Presentation: Abdul Barzak, Town Planner

4. Letter of Request by the Saddler Ridge Metro District

- Discussion
- Staff Presentation: Nicholas Wharton, Town Manager

5. Victim Assistance Services Intergovernmental Agreement

- Legislative
- Staff Presentation: Jim Gerdeman, Chief of Police

6. Resolution 2022-45R: A resolution of the town council of the Town of Severance, Colorado, approving an intergovernmental agreement between the Town of Severance and the Colorado Department of Transportation pertaining to the CO 392 at WCR 23 intersection signalization project

- Legislative
- Staff Presentation: Abdul Barzak, Town Planner

7. RESOLUTION 2022-46R: A resolution of the Town Council of the Town of Severance, Colorado, providing of additional appropriations in fiscal year 2022 for grant revenue and the expenditure of that revenue

- Legislative
- Staff Presentation: Nancy Mueller, Finance Director

D. COUNCIL MEMBER PETITIONS

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

E. ADJOURN

Town Council MEETING

Tuesday, October 25, 2022, 6:00 PM (MDT)

Registration URL

https://us02web.zoom.us/webinar/register/WN_2IAIq6fPQ3yI0LAxhfwNuw

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.



AGENDA ITEM SUMMARY

AGENDA ITEM	SUBMITTED BY	PRESENTED BY
2023 Strategic Plan and Amended Code of Conduct and Ethics Policy	Nicholas Wharton, Town Manager Lindsay Radcliff, Deputy Town Manager	Nicholas J. Wharton and Lindsay Radcliff-Coombes
ACTION REQUESTED		
Management asks that the Town Council review and discuss the proposed 2023 Strategic Plan and Amended Code of Conduct and Ethics Policy.		<u>Discussion</u>
BRIEF SUMMARY		
As discussed at the Town Council retreat, Management has revised the Town Council Strategic Plan, and a discussion on finalizing a vision statement will need to occur. Additionally, Management has added section 13 to the Code of Conduct and Ethics Policy for discussion as well.		
PUBLIC SUPPORT/CONCERN		
None at this time.		
ANALYSIS AND RECOMMENDATION		
Management recommends that the Town Council direct staff to place a resolution on the next available agenda to approve these proposed amendments.		
MATERIALS SUBMITTED		
The following materials were submitted and included in this packet:		
2023 Strategic Plan (REVISED) - Code of Conduct and Ethics Amended (REVISED) 9.2022		



TOWN OF **SEVERANCE** *Town Council* **STRATEGIC PLAN** 2023

MISSION STATEMENT

Heartland of Northern Colorado. Small town character with opportunities to visit, play, and grow.

VISION STATEMENT

TBD

GOAL: OATH OF OFFICE

Priority 1:

Fiscally Responsible

Priority 2:

Transparency

Priority 3:

Engagement & Communication

GOAL: INFRASTRUCTURE SECURITY

Priority 1:

Water Independence

Priority 2:

Wastewater

Priority 3:

Transportation

GOAL: SAFETY

Priority 1:

Public Safety

Priority 2:

Emergency Management Preparedness

Priority 3:

Safe Passageways

CODE OF CONDUCT AND ETHICS¹

1. Intent.

This Code of Conduct and Ethics ("Ethics Code") is adopted in accordance with Section 3.06 of the Home Rule Charter for the Town of Severance (the "Charter") and is intended to govern the conduct of elected and appointed officials of the Town with respect to conflicts of interest and the performance of their official duties on behalf of the Town and its residents.

2. Purpose.

- A. The Town Council recognizes that the holding of public office is a public trust and that public officials have a fiduciary duty to carry out the responsibilities of their office for the benefit of the Town. The Town Council finds that ethical standards among its members and the members of the Town's boards and commissions are essential to the public affairs of the Town. In pursuit of such goals, the Town Council adopts the following rules, regulations, standards, and procedures as set forth in this Ethics Code.
- B. The purposes of this Ethics Code are to foster public trust and promote public confidence in the integrity of the Town government, and to provide guidance in the event of conflicts of interest to members of the Town Council and to the boards and commissions operating on behalf of the Town. This Ethics Code is further intended to foster public trust by ensuring that government decisions and policy be made in proper channels of the government structure; and by prohibiting the use of public office for private gain.
- C. This Ethics Code establishes guidelines for standards of conduct by setting forth those acts or actions that are incompatible with the best interests of the Town; by directing disclosure of private, financial, or other substantial interests in matters affecting the Town; and by imposing appropriate sanctions upon elected or appointed officials who violate the provisions of this Ethics Code.
- D. While it is critical that elected and appointed officials of the Town follow both the letter and spirit of this Ethics Code, it is equally important that they strive to avoid situations that may create public perceptions of violations of this Ethics Code. Perceptions of such violations can have the same negative impact on public trust as actual violations.

3. Scope of coverage.

The provisions of this Ethics Code shall be applicable to all members of the Town Council and all appointed members of the Town's boards.

4. Definitions.

As used in this Ethics Code, the following terms shall have the following meanings, except where the context clearly requires a different meaning:

"Appear on behalf of" means to act as a witness, advocate, or expert, or otherwise to support the position of another person.

¹ Adopted Feb. 22, 2022, Res. 2022-08R; amended _____, 2022, Res. 2022-15R (adding § 12).

"Board" means the Town planning commission, the Town tree board, and any other appointed board or commission, including advisory and appeal boards, created by ordinance of the Town Council or as set forth in the Town Charter or Town Code.

"Board member" means an appointed regular or alternate member of a Town board.

"Business" means any corporation, limited liability company, trust, partnership, association, sole proprietorship, firm, venture, or other legal entity carrying on a business, whether or not operated for profit.

"Confidential information" means any information that is not available to the general public or is deemed confidential in accordance with local, state or federal law, and which is obtained by reason of a Council member's or board member's official position or under circumstances by which a reasonable person could anticipate that such information not be disclosed. Confidential information shall also include matters discussed in executive sessions; however, information otherwise available to the general public does not become "confidential" merely because it was discussed in executive session.

"Conflict of interest" means a financial interest or personal interest of the Council or board member or of any relative of such member that interferes with or influences or may interfere with or influence the conduct of the duties or the exercise of the powers of the Council or board member on behalf of the Town. The term "conflict of interest" includes the restrictions set forth in Section 6 of this Ethics Code.

"Contract" means an arrangement or agreement, including the bidding or negotiation process therefor, pursuant to which any land, goods, materials, services, or other thing of value is to be furnished to the Town for a valuable consideration to be paid by the Town or is to be sold or transferred by the Town, provided the amount involved is more than one hundred dollars. The term "contract" shall include any subcontract thereof.

"Council" means the Town Council of the Town of Severance.

"Council member" means a member of the Town Council of the Town of Severance, including the Mayor.

"Day" means working days.

"Financial interest" means a pecuniary, property, or commercial interest or any other interest, the primary significance of which is economic gain or the avoidance of economic loss, held by a Council or board member or his or her relative. A "financial interest" includes, without limitation:

1. An ownership interest in a business, including ownership of securities of a corporation, or of any beneficial interest in a business, the aggregate amount of which interest or securities owned by the Council or board member and the Council or board member's relative is five (5) percent or more of any class of securities of such business or five (5) percent or greater ownership in such business;
2. A creditor interest in an insolvent business;
3. Employment or a prospective employment for which negotiations have begun, or a contractual relationship that directly relates to a matter under consideration;
4. An ownership interest in real or personal property;
5. A loan or any other debtor interest; or
6. A position as a director, manager, or officer in a business.

However, the term "financial interest" shall not include any matter involving the common public good or necessity or any matter in which a similar benefit is conferred to all persons or property similarly situated.

"Matter" or "matters" includes, without limitation, any contract, any sale, lease, or purchase of an interest in land, goods, materials, supplies, or services, and any processing or granting of a development right, license, permit, application, inspection, or administrative approval.

"Official act" or "official action" means any vote, decision, discussion, determination, recommendation, approval, disapproval, or other action, including inaction, of any Council or board member or of the Town Council or of any board of the Town.

"Pending" means those matters before the Town for an official act or action. Such matters shall not be considered "pending" if no application or request for such official act or action has been filed with or received by the Town.

"Person" means any individual, corporation, government, or governmental subdivision or agency, business trust, estate, trust, limited liability company, partnership, association, or other legal entity.

"Personal interest" shall mean a direct or indirect interest, not shared by the general public, having value peculiar to a particular Council or board member, whether or not the value is related to monetary, financial, commercial, or property matters, which value may accrue to such Council or board member or result in such Council or board member deriving or potentially deriving a personal benefit as a result of the approval or denial of any ordinance, resolution, order, or other official action, or the performance or nonperformance thereof, by the Town. Personal interest does not include any matter in which a similar benefit is conferred to all persons or property similarly situated to that of the Council or board member.

"Relative" means a Council or board member's spouse, domestic partner, child, parent, brother, sister, any dependent, or any person assuming a relationship being the substantial equivalent of those listed herein. "Domestic partner" shall mean an unmarried adult, unrelated by blood, with whom an unmarried Council or board member has an exclusive, committed relationship, maintains a mutual residence, and shares basic living expenses.

"Town" means the Town of Severance, Colorado, a Colorado home rule municipal corporation.

5. General duties.

All Council and board members have a duty to use their public positions to contribute to the public good. This Ethics Code shall not preclude such persons from acting in any manner consistent with their official duties or from providing assistance or public services to anyone who is entitled to them. All Council and board members, however, also have a fiduciary duty to refrain from using their positions in any manner for personal or private gain or which is detrimental to the public good. Council and board members must be mindful that the appearance of impropriety can be as corrosive of public confidence as an actual impropriety and must strive to avoid situations that may create an appearance of impropriety.

6. Rules of conduct for Council members and board members.

A. Confidential information.

1. No Council or board member may disclose to third parties any confidential information unless authorized to do so by a two-thirds vote of the applicable Council members and board members in office, except as required by law.

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2. No Council or board member may waive any confidence or privilege of the Council or the board unless authorized to do so by a two-thirds vote of the applicable Council or board members in office, except as required by law.
 3. The obligations and requirements of this subsection A. continue to apply to Council members and board members after leaving office.
 3. Whether or not it shall involve disclosure, no Council or board member shall use or permit the use of any confidential information to advance his or her personal or financial interest or those of any other person, unless such information is available to the public at large.
- B. *Gifts.* No Council or board member may solicit or accept from any one person or entity a present or future gift, favor, loan, service, honorarium, or thing of value, whose cumulative value is more than sixty-five dollars (\$65) per annum, or of any value whatsoever under circumstances that would lead a reasonable person to believe that such gift, favor, loan, service, honorarium, or thing of value was made or given primarily for the purpose of influencing or attempting to influence such Council or board member in connection with an official act, or as a reward for official action he or she has previously taken. This prohibition shall not apply to:
1. Campaign contributions and contributions in kind reported in full compliance with the Colorado Fair Campaign Practices Act.
 2. Admission and reasonable expenses for attendance at conferences, meetings, seminars, training sessions, cultural events, award ceremonies, or conventions related to or in connection with Town business.
 3. Acceptance of food and refreshment at conferences, meetings, seminars, training sessions, luncheon and dinner meetings, special occasions and other instances in conjunction with Town business.
 4. An unsolicited item of trivial value less than fifty dollars (\$50), such as a pen, calendar, plant, book, note pad, or other similar item, or an unsolicited token or award of appreciation in the form of a plaque, trophy, desk item, wall memento, or similar item.
 5. A gift given by an individual who is a relative or personal friend of the recipient on a special occasion.
 6. Payment of salary from employment, including other government employment, in addition to any that may be earned from being a Council or board member, and reimbursement of necessary and reasonable expenses directly related to such employment.
- C. *Conflict of interest.* No Council or board member may participate in any discussion of, or take any official action on, any matter in relation to which the Council or board member has a conflict of interest, as provided in Section 7 of this Ethics Code. In addition, a Council or board member must not perform an official act that directly and substantially affects to its economic benefit a business or other undertaking in which such Council or board member has a substantial personal or financial interest, or that directly and substantially affects to its economic detriment any business or other undertaking when such Council or board member has a substantial personal or financial interest in a competing business or undertaking.
- D. *Appearances before Council and boards.* No Council or board member may appear on behalf of a private party before the Council or board, unless otherwise permitted by the Town Code, except that any Council or board member may appear before the Council or any board to address that Council or
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board member's own personal interest. Nothing in this subsection shall preclude a Council or board member in the same manner and under the same circumstances as any other person from appearing before the Council or any board on an application of the Council or board member for a permit, license, or other approval of the Council or board required by law.

- E. *Civil litigation.* No Council or board member may appear on behalf of or represent any private interests, other than the Council member's or board member's own interest, against the interests of the Town in any civil litigation to which the Town is or may become a party, unless the consent of the Council or applicable board is first obtained, except that any Council or board member may testify under oath if subpoenaed.
- F. *Service on other governmental entities or associations.* A Council or board member may serve on a board of another governmental entity or association as long as the Council or board member (1) first requests the consent of the Council to apply for, run for, or seek appointment to the board of the other governmental entity or association and a majority of the Council members in office approve the request, (2) does not receive any personal pecuniary benefit from such service, other than reimbursement for expenses directly related to such service, (3) explicitly discloses such service through a conflict-of-interest disclosure as to type of position, compensation, and role, to be kept on file with the Town and with the other governmental entity, (4) discloses a conflict and recuses themselves from an official act of the Council or board that may directly or substantially affect the other governmental entity or association, and (5) discloses a conflict and recuses themselves from an official act of the other governmental entity or association that may directly or substantially affect the Town.
- G. *Personal benefit.* No Council or board member may use any Town property, equipment, or employee services for personal or private purposes, gain, or advantage except in the same manner and under the same circumstances as any other person who is not a Council or board member of the Town.
- H. *Special consideration.* No Council or board member may request or grant to any person any special consideration, treatment, or advantage beyond that which is available to every other person in similar circumstances or need.
- I. *Voting on matters involving own conduct.* No Council or board member may take any official action on or vote on any question concerning the member's own conduct.
- J. *Other conduct.* It shall be a violation of this Code of Conduct for any Council or board member to engage in other conduct which threatens the public confidence in the integrity of the Town government, including but not limited to illegal conduct, conduct which puts self-interest before public interest, willful or persistent failure to perform his or her duties, engaging in any form of harassment or unlawful discrimination, or any other conduct involving dereliction of duties.

7. Conflict of interest—Disclosure; Recusal.

- A. No Council or board member may vote on any matter if the member has a conflict of interest as defined above. In the event that a Council or board member has a conflict of interest in any matter proposed or pending before the Council or board of which he or she is a member, the member shall disclose the conflict of interest in a public meeting and shall not vote, participate in, or take any official action on the matter.
- B. In the event that any Council or board member is aware that he or she could reasonably be perceived as having such a conflict of interest or is unsure of the existence of such a conflict, the member shall

nevertheless disclose the possibility of such conflict of interest to the Council or board. The member may request an advisory opinion pursuant to Section 9 of this Ethics Code and if it is determined that such member has a conflict of interest, the member shall disclose such conflict of interest to the Council or board and shall not vote, participate in, or take any official action on the matter.

- C. A Council or board member with a conflict of interest shall physically remove himself or herself from the room in which the Council or board is meeting and shall refrain from attempting to influence the decisions of the other members of the Council or board of which the person is a member. No vote shall be recorded for a Council or board member who refrains from voting due to a conflict of interest. After the Council or board has completed consideration of the matter, the member may return and resume his or her duties as a member of the Council or board.
- D. A Council or board member who has a conflict of interest may vote notwithstanding the requirements and restrictions of this section if his or her participation is necessary to obtain a quorum or otherwise enable the Council or board to act and if he or she complies with the disclosure procedures under subsection A or B of this section.

8. Quasi-judicial decisions.

- A. *Duty to remain impartial.* Each Council and board member shall be and remain impartial when making any quasi-judicial decision. Any Council or board member who cannot be impartial in making a quasi-judicial decision shall follow the disclosure and recusal procedures in Section 7 of this Ethics Code.
- B. *No investigation or ex parte communications.* No Council or board member shall receive nor shall any Town employee or member of the public provide to any Council or board member any substantive oral or written information, except for legal advice, regarding a matter which is pending before the Council or board on which the member sits, and which is the subject of a quasi-judicial hearing before the Council or board, outside of the quasi-judicial hearing process. The term "quasi-judicial hearing process" includes, but is not limited to, preparations necessary for such hearing such as written staff reports, scheduling, agendas, proposed resolutions and ordinances, posting or publishing notice, and legal advice. The Town Attorney shall provide affected Council or board members advice on what constitutes a quasi-judicial decision.
- C. *Disclosure.* In the event a Council or board member shall inadvertently or unintentionally receive any substantive oral or written information outside of the quasi-judicial hearing process, as prohibited in this section, the Council or board member shall fully and completely disclose such substantive oral or written information received at the start of the quasi-judicial public hearing process. By making such full and complete disclosure, the Council or board member shall be deemed to be in compliance with the requirements of this section. Failure to make such full and complete disclosure shall be a violation of this section.

9. Advisory opinions.

- A. Any Council or board member may request from the Town Attorney an advisory opinion whenever a question arises as to the applicability of this Ethics Code to a particular situation. In determining whether or not a Council or board member has a conflict of interest, consideration may be given to the following:
 - 1. The purposes and provisions of this Ethics Code;
 - 2. Whether the potential conflict of interest would impede independence of judgment;

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3. The effect of the member's participation on public confidence in the integrity of the Council or board and of the Town government;
 4. Whether the member's participation is likely to have any significant effect on the ultimate disposition of the matter; and
 5. The member's fiduciary obligations to the Town.
- B. Should the Town Attorney at any time determine that he or she has a conflict of interest in carrying out the duties of this section, the Town attorney shall request that the Town Council appoint special counsel to undertake such duties. Special counsel must be engaged by a majority vote of the Council and his or her reasonable fees and expenses shall be paid by the Town.

10. Enforcement.

- A. *Council to enforce.* The Town Council shall have the responsibility for the enforcement of this Ethics Code and the Town's Charter as to Council and board members. The Council shall have the power to investigate any complaint and to initiate any civil action on behalf of the Town where it believes such action is appropriate. If the accused is a Council member, the procedures in Subsection 7.C. shall apply, except that the accused Council member may participate as a party in a hearing on a complaint under this section. Further, the Council shall have the power to appoint a hearing officer to carry out all duties assigned to the Council in this section, except that only the Council may impose sanctions under subsection I. of this section and determine whether to reimburse attorney fees under subsection K. of this section.
- B. *Verified complaint.* Any person who believes that a Council or board member has violated any of the provisions of this Ethics Code or the Charter and wishes to initiate proceedings on such alleged violation shall file a written complaint with the Town Clerk, who shall forthwith forward the complaint to the Council. The Town Clerk shall within ten days of a receipt of a complaint cause to be personally served a copy of the complaint to the Council or board member who is the subject of the complaint. The complaint must state in detail the facts of the alleged violation, must specify the provisions of this Ethics Code or the Charter alleged to have been violated, and must contain a sworn or verified statement signed by the complainant and stating under penalty of perjury that the information in the complaint is true and accurate, and that the complaint is filed in good faith and not out of malice or any other improper motive or purpose. Any complaint that does not contain such a signed statement shall be returned forthwith to the complainant without action.
- C. *Dismissal.* If the Council determines that the verified complaint does not allege facts sufficient to constitute a violation of this Ethics Code or the Charter, it shall dismiss the complaint and notify the complainant and the accused.
- D. *Investigation.* Following the receipt of a complaint or upon the receipt of other information, whether or not under oath, that provides a reasonable basis to believe that a violation of this Ethics Code or the Charter has been committed or that an investigation of a possible violation is warranted, the Council may cause an investigation to be made of the circumstances concerning the possible violation. An investigation shall be conducted by a special investigator, who shall be a qualified disinterested party recommended by the Town Attorney, and who shall be engaged by a majority vote of the Council. The reasonable fees and expenses of the special investigator shall be paid by the Town. Before invoking its investigatory powers, the Council shall approve a motion which shall state the nature and purpose of the investigation, the actions or activities to be investigated and the persons who are the subject of
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the investigation. The Council shall, within five days, serve a copy of the motion on the accused together with a notice informing the person that he or she is the subject of the investigation and a general statement of the applicable provisions for which violations are being investigated.

- E. *Special investigator.* The special investigator may interview witnesses and request documents that may be relevant to the investigation. Before completing the investigation, the special investigator shall provide the Council or board member against whom the complaint is made an opportunity to provide information concerning the complaint. Such information must be provided in writing. Upon completion of the investigation, the special investigator shall provide a written investigation report to the Council stating whether there is probable cause to believe the violation(s) alleged in the complaint occurred, whether the investigation revealed that there is probable cause to believe that different or additional violations of this Ethics Code or the Charter occurred, or recommending dismissal of the complaint, and the basis for the special investigator's conclusions. A copy of the investigation report shall be provided to the Council and served on the accused.
- F. *Dismissal or hearing.* Upon completion of the investigation, the Council shall review the investigation report and dismiss the complaint if it determines there was no violation of this Ethics Code or of the Charter. If the Council determines, based on the investigation report, that there is probable cause that a violation occurred, it shall by motion set a hearing date, time and place. The investigative report and notice of the hearing shall be served on the accused not less than thirty days prior to the hearing.
- G. *Hearing.* The mayor or mayor pro tem shall preside over the hearing on the complaint and shall determine all procedural issues with the assistance of the Town Attorney. The special investigator shall present the case against the accused. The accused may be represented pro se or by any person of the accused's choice. The hearing shall be conducted so as to provide fundamental fairness, although strict rules of procedure and evidence need not be followed. All witnesses shall be subject to cross-examination. Documentary evidence that can be reasonably authenticated shall be admitted for consideration. A violation of this Ethics Code or the Charter shall be proven by a preponderance of the evidence as determined by two-thirds of all the voting members of the Council. Upon finding that the accused violated this Ethics Code or the Charter, the Council may continue the hearing to discuss and, in its discretion, to receive additional evidence regarding the appropriate penalty.
- H. *Findings.* At the conclusion of the hearing regarding the alleged violation, the Council shall dismiss the charges or find that the accused violated this Ethics Code or the Charter. The Council shall serve on the accused a written findings and order within thirty days after conclusion of the hearing.
- I. *Sanctions.* Upon finding that a Council or board member has violated this Ethics Code or the Charter, the Council may impose an oral or written reprimand, a public censure, non-financial restorative justice measures, or other sanctions as the Council deems just and appropriate depending on the seriousness of the violation and any mitigating circumstances. The Council may also remove any board member from such person's appointed position. The Council may also remove a Council or board member from any committees, boards, or other special or ex officio appointments. If a hearing officer appointed by the Council issued the findings and order, the hearing officer may provide a recommendation regarding sanctions for the Council's consideration.
- J. *Service.* Service of any notice or other document pursuant to this section or this Ethics Code is complete upon mailing certified mail to the person's last known address, or upon personal service.

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- K. *Reimbursement of attorney fees.* If the final outcome of any complaint filed pursuant to this section is dismissal or in the event the Council or board member against whom a complaint is filed is found by the Council not to be in violation of the provisions of this Ethics Code or the Charter, then, in that event, the Council or board member may request and the Town may reimburse the Council or board member for any attorney fees actually expended by the Council or board member in his or her defense of the complaint, in an amount determined by the Council in its sole discretion, subject to appropriation. The Council or board member seeking such reimbursement of attorney fees as provided for herein shall file a complete and detailed request for reimbursement with the Council showing amounts expended and specific legal services received. The Council shall then review the request and determine its appropriateness hereunder. In the event the Council has determined by resolution to reimburse such fees, the Town shall reimburse such fees within 60 days of receipt of the request for reimbursement, subject to appropriation therefor.
- L. *Other actions not precluded.* Nothing in this section or this Ethics Code shall be construed to preclude other actions that may be available at law against a Council or board member for violations of this Ethics Code or the Charter.

11. Compliance with other laws.

The requirements of this Ethics Code shall be in addition to the applicable requirements of the Town Charter, the Town Code, the Colorado Constitution, and the laws of the state. To the extent any conflict exists between the requirements of this Ethics Code and the requirements of the Town Code, the Colorado Constitution, or the laws of the state, the more restrictive provision shall apply.

12. Conduct with Town Staff.

- A. For purposes of this section, "staff" shall mean employees of the Town, the Town Manager, and contract consultants performing services for the Town. "Staff" does not include the Town Attorney or the Town's Municipal Judge.
- B. In interacting with Town staff, Council members and board members shall:
1. Treat all staff members as professionals;
 2. Not disrupt staff in the performance of their duties;
 3. Not publicly criticize individual staff members;
 4. Direct all questions of staff through the Town Manager; and
 5. Not attend staff meetings unless invited by the Town Manager.
- C. Individual Council members and board member are prohibited from giving a direct order to any staff member, and from soliciting political support from any staff member for any Council member's or board member's campaign for any elected or appointed office.
- D. If a Council member wishes to discuss matters relating to Town operations and administrative services with Town staff, the Council member must first advise the Town Manager. The Town Manager
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may either arrange a time and place for the Council member to discuss the matter with the appropriate staff, or arrange for the appropriate staff to attend a Town Council meeting to discuss the matter with the entire Council, as appropriate.

E. Council members and board members may only request information from staff through the Town Manager. If, in the Town Manager's determination, more than 60 minutes of staff time per calendar week will be required to obtain or compile the requested information, the request will not be processed unless the matter is placed on the Town Council's agenda for consideration at an upcoming regular or special meeting. The Town Manager will proceed to direct staff to fulfill the request only if so directed by a vote of the majority of the Council present.

13. Council and or Board Meeting Conduct.

- A. For purposes of this section, "council or board" shall mean elected or appointed members of council or boards.
- B. In interaction during public meetings, Council members and board members shall:
 - 1. Treat all council and or board members as professionals;
 - 2. Stay on topic; focus on the issue or topic;
 - 3. Not use profanity;
 - 4. Not publicly personally criticize or make personal attacks on council or board members.



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

MINUTES
WORK SESSION & MEETING 2022-19
Tuesday, October 11, 2022, at 6:00 PM

Present:

Mayor:

Matthew Fries

Mayor Pro-tem:

Stephen Gagliardi

Council Members:

Frank Baszler-Virtual Attendance

Dennis 'Zeke' Kane

Michelle Duda

Dan Meyers

David Bruen

Absent:

Audience: Jon Paul Burden, Heather Kenney, Cheryl Brown, Michelle Scallen, Jenny Woytassek & Ashley Harrison

Staff:

Nicholas Wharton, Town Manager

Lindsay Radcliff-Coombes, Deputy Town Manager

Abdul Barzak, Town Planner

Nancy Mueller CPA, Finance Director

Keith Martin, Town Attorney

Jim Gerdeman, Chief of Police

Leah Vanarsdall, Town Clerk

Chris Messersmith, Town Engineer

A CALL TO ORDER WORK SESSION

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. Pledge of Allegiance

2. Water Conservation Incentives and Rebates

- Discussion
- Staff Presentation: Nicholas Wharton, Town Manager

3. Ordinance 2022-XX: Nuisance Ordinance

- Discussion
- Staff Presentation: Keith Martin, Town Attorney

4. Resolution 2022-XXR: Supporting Weld County School District No. RE-4 Ballot Issue 4B Pertaining to the District's Issuance of General Obligation Bonds and a Property Tax Increase for the Purpose of the District Acquiring, Constructing, Repairing, Equipping, and Improving School Buildings And Facilities and Replacing and Enhancing Safety and Security Infrastructure

- Discussion
- Staff Presentation: Nicholas Wharton, Town Manager

B CALL TO ORDER REGULAR MEETING

1. Roll Call

2. Agenda Review by Town Manager

Agenda Item A.4. **Resolution 2022-44R**: to be added as the first Action Item under Section C Town Council

3. 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 Bruen, seconded by Council Member Duda to Approve the Consent Calendar. All Council Members present voting Yes,

MOTION PASSED

a. 9.27.22 Minutes

4. Approval of Agenda

MOTION WAS MADE BY Council Member Meyers, seconded by Council Member Duda to Approve the amended Agenda by adding Resolution 2022-44R to Section C.1 Council Items

for Action from the Work Session A.3. All Council Members present voting Yes,

MOTION PASSED

5 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.

1)Heather Kenney-2048 Vineyard Ct, Windsor; 2) Ashley Harrision-37121 Soaring Eagle Cir;
3)Jenny Woytassek-8830 Meadowlark Ct, Windsor; 4)Dan Raunig-93 Evans St & 5) Joshua South-724 Bristlecone Dr

6. Council Member Comments

Council Member Duda finished reading into the record Heather Kenney's notes from Public Comment.

7 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

C TOWN COUNCIL

Resolution 2022-44R: Supporting Weld County School District No. RE-4 Ballot issue 4B Pertaining to the District's Issuance of General Obligation Bonds and a Property Tax Increase for the Purpose of the District Acquiring, Construction, Repairing, Equipping, and Improving School Buildings and Facilities and Replacing and Enhancing Safety and Security Infrastructure.

MOTION WAS MADE BY Council Member Meyers, seconded by Council Member Bruen to Approve **Resolution 2022-44R:** Supporting Weld County School District No. RE-4 Ballot issue 4B Pertaining to the District's Issuance of General Obligation Bonds and a Property Tax Increase for the Purpose of the District Acquiring, Construction, Repairing, Equipping, and Improving School Buildings and Facilities and Replacing and Enhancing Safety and Security Infrastructure.

YEAS: Fries, Gagliardi, Meyers, Bruen

4

NAYS: Duda, Baszler, Kane

3

MOTION PASSED 4-3

1. Parking Requirements: Land Use Code

- Discussion
- Staff Presentation: Abdul Barzak, Town Planner

2. Lighting Requirements: Land Use Code

- Discussion
- Staff Presentation: Abdul Barzak, Town Planner

3. **Ordinance 2022-23: Establishing a Special Purpose Fund to Be Known as the Fleet Fund and Adding a New Section 4-2-60 to the Severance Municipal Code**

- Legislative
- Staff Presentation: Nancy Mueller, Finance Director

MOTION WAS MADE BY Council Member Duda, seconded by Council Member Meyers to Adopt **Ordinance 2022-23: Establishing a Special Purpose Fund to Be Known as the Fleet Fund and Adding a New Section 4-2-60 to the Severance Municipal Code**. All Council Members present voting Yes,

MOTION PASSED

4. **Resolution 2022-43R: A Resolution for the Town of Severance to Appropriate Unanticipated Revenues**

- Legislative
- Staff Presentation: Nancy Mueller, Finance Director

MOTION WAS MADE BY Council Member Duda, seconded by Mayor Pro-Tem Gagliardi to Approve **Resolution 2022-43R: A Resolution for the Town of Severance to Appropriate Unanticipated Revenues**. All Council Members present voting Yes,

MOTION PASSED

5. **2023 Proposed Operations Budget Discussion**

- Discussion
- Staff Presentation: Nancy Mueller, Finance Director

6. **2023 Proposed Water/Wastewater/Stormwater Fees**

- Discussion
- Staff Presentation: Nicholas Wharton, Town Manager

7. **2023 Fee Schedule**

- Discussion
- Staff Presentation: Nicholas Wharton, Town Manager

D COUNCIL MEMBER PETITIONS

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

E. EXECUTIVE SESSION

1. **Pursuant to Colorado Revised Statutes section 24-6-402(4)(b) for the purposes of conferring with the Town Attorney to receive legal advice on specific legal questions regarding the Town's Water System.**

Executive Session Open: 9:15 pm Closed: 10:27

MOTION WAS MADE BY Mayor Pro-Tem Gagliardi, seconded by Council Member Duda to ADJOURN INTO Pursuant to Colorado Revised Statutes section 24-6-402(4)(b) for the purposes of conferring with the Town Attorney to receive legal advice on specific legal questions regarding the Town's Water System.. All Council Members present voting Yes,

MOTION PASSED

2. **Pursuant to Colorado Revised Statutes section 24-6-402(4)(a) and (4)(e)(I) for the purposes of discussing the potential acquisition of real property for the Town's gun range, and to determine positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators regarding the same.**

MOTION WAS MADE BY Mayor Pro-Tem Gagliardi, seconded by Council Member Bruen to ADJOURN INTO Pursuant to Colorado Revised Statutes section 24-6-402(4)(a) and (4)(e)(I) for the purposes of discussing the potential acquisition of real property for the Town's gun range, and to determine positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators regarding the same and to adjourn the meeting at the end of the Session. All Council Members present voting Yes,

MOTION PASSED

F ADJOURN

10:27 pm

Report Criteria: Detail report. Invoices with totals above \$0 included. Only paid invoices included. [Report].Amount Paid = {<=> 0

Vendor Name	Invoice Number	Description	Amount Paid
4Rivers Equipment	8448797	Flex Wing Mower	\$ 25,574.00
A-1 Chipseal Company	12227	Town of Severance, 2022 Crackseal Project	\$ 40,836.75
AAA Auto Parts, Inc.	312551	Supplies	\$ 120.94
AAA Auto Parts, Inc.	312215	Supplies	\$ 49.27
AAA Auto Parts, Inc.	310955	Supplies	\$ 118.92
AAA Auto Parts, Inc.	312638	2004 Chevy Silverado 2500 parts	\$ 172.98
AAA Auto Parts, Inc.	312940	Return blower motor assembly 2004 Chevy Silverado 2500	\$ (20.00)
AAA Auto Parts, Inc.	313263	2004 Chevy Silverado 2500 blower motor resistor	\$ 38.50
Ablao Law, LLC	1137	Municipal Judge - SEPT 2022	\$ 600.00
AFLAC	597548	Employee Deductions	\$ 875.10
AJ's Backflow Testing LLC	16083	backflow testing	\$ 1,280.00
Allegra Marketing Print Mail	42381	#10 window envelopes	\$ 752.07
Amazon Capital Services	1NDJ-DYPP-WRPV	PD office supplies	\$ 86.91
Amazon Capital Services	1PHY-JRYW-XVL9 CM	USBC power cable cord	\$ (6.85)
Amazon Capital Services	1NDJ-DYPP-WRPV	Paper Mate gel pens	\$ 13.03
Amazon Capital Services	1NDJ-DYPP-WRPV	Portable sprinkler pumps and power inverter	\$ 738.51
Amazon Capital Services	1NDJ-DYPP-WRPV	PW tamper proof storage case	\$ 16.97
Amazon Capital Services	1NDJ-DYPP-WRPV	Ribbon and ribbon cutting scissors	\$ 44.98
Amazon Capital Services	1NDJ-DYPP-WRPV	Town Hall supplies	\$ 270.74
Amazon Capital Services	19CM-RD9P-146J	Power Strip, Vacuum, Stereo console for Jeep	\$ 392.57
Ascent Broadband, LLC	33835	PW Internet Service	\$ 330.00
Ayres Associates Inc.	202102	Planning services - DOLA 2022 (IHOP)	\$ 3,087.17
Ayres Associates Inc.	201989	Land Use Advisory Committee	\$ 5,806.51
Bruen Media Group LLC	13660	Photography/videography/drone	\$ 1,850.00
Bunting Disposal, Inc.	142290-1022	Trash Service	\$ 85.00
Caselle, Inc.	119392	Caselle Software Support	\$ 2,018.00
CEBT	INV 0050622	Group AAJ2 Health & Life Insurance	\$ 51,809.84
Christian Brothers Automotive-Windsor	RO #2525923	2003 Chevy Silverado 2500 - Unit# 211- AC performance testing	\$ 145.51
CIRSA	221561	August 2022 Deductible portion of claims paid by CIRSA	\$ 500.00
City of Evans	SEP20202	Registration for 5 CML dinners	\$ 125.00
City of Loveland	9967769	August 16, 2022 use of NCLETC training facilities	\$ 400.00
Core & Main LP	R564206	Neptune meter sets	\$ 18,406.00
Damillion Jaize Legacy Foundation	Sep-22	Donation	\$ 500.00
DBC Irrigation Supply	54793151.001	Karen Suman Park	\$ 248.20
Direct Discharge Consulting, LLC	1908	AUG ORC Services	\$ 1,500.00
Dooley Enterprises, Inc.	63833	Ammunition	\$ 2,386.66
ECI Site Construction Manageme, Inc.	21-05-14	21-05 - Phase II Community Park-retainage	\$ 16,063.55
Eggers Electric	18277	Complete electrical wiring and installation for new bollard light replacement	\$ 2,205.00
Eggers Electric	18111	Disconnected broken light pole and capped wires	\$ 187.50
Employers Council Services, Inc.	430576	HR professional services	\$ 20.00
Esy Ray & Associates	Sep-22	Ballot content interpretation	\$ 90.00
Falcon Environmental Corp.	9464	Baldrige Lift Station repairs	\$ 384.51
Falcon Environmental Corp.	9466	Baldrige Lift Station part	\$ 275.84
Fluence USA	ASI - 006472	WWTP parts	\$ 338.00
Footsteps to Hope	Sep-22	Donation - A Walk for Hope	\$ 1,000.00
Fransen Pittman General Contractors	3150.C13-01	Work performed thru 08.31.22	\$ 18,891.94
Freedom Mailing Services Inc	43587	Postcard Bill Processing	\$ 1,100.04
Frontier Business Products	810746	TH - Copy Machine 94244	\$ 468.98
Greeley Lock and Key	16092	PD locksmithing services	\$ 3,845.94
Greeley Lock and Key	16406	Lock repair - Lakeview restroom	\$ 376.50
Hayashi & Macsalka, LLC	287	Legal Fees - Cust# 246	\$ 129.00
Hayashi & Macsalka, LLC	283	Legal Fees - Cust# 265	\$ 430.00
Hayashi & Macsalka, LLC	293	Legal Fees - General Services	\$ 7,117.50
Hayashi & Macsalka, LLC	285	Legal Fees - Cust# 233	\$ 1,440.50
Hayashi & Macsalka, LLC	288	Legal expenses for travel to and from meetings	\$ 370.00
Hayashi & Macsalka, LLC	294	Legal Fees - PROG-WATER2	\$ 643.50
Highland Products Group, LLC	310026854	Picnic tables, trash receptacles, 7 bike sonic wave rack	\$ 8,803.80
Horrocks Engineers, Inc.	72076	Engineering/Project Management&Coordination - SH392&WCR23 intersection	\$ 29,159.75
iHeartMedia	8819063272	Redline promotions, location based display - KXBG-FM/IHRT-FM	\$ 950.00
Jennifer and Jeff Place	Sep-22	Restitution payments	\$ 900.00
JR Engineering, LLC	80577	Engineering services - 246	\$ 297.50
JR Engineering, LLC	80576	Engineering services - Harmony & SH 257 Traffic Analysis	\$ 425.00
La Salle Oil Co.	170982	Fuel	\$ 2,292.56
La Salle Oil Co.	171417	Fuel	\$ 2,191.79
Language Line Services, Inc.	10616189	Translation Services	\$ 22.96
LEC Construction LLC	2546	Emergency repair at Severance Shores	\$ 6,425.00
LightGig Communications, LLC	422641	Severance Town Hall Service	\$ 120.00
MAC Equipment, Inc.	408801	Supplies	\$ 68.79
MAC Equipment, Inc.	405393	Credit memo - dust cap, deck caster	\$ (37.24)
MAC Equipment, Inc.	403383	Chain saw for Tree City	\$ 503.99
MAC Equipment, Inc.	411240	Dust cap, deck caster	\$ 36.16
Martin Marietta Materials Inc.	36898913	Emergency work in Severance Shore	\$ 13,800.00
Mobile Wrench Enterprises, LLC	136903	Komatsu Loader Model hydraulic leak	\$ 381.50
Mobile Wrench Enterprises, LLC	137054	2004 Chevy Silverado Unit 212 - replaced faulty starter	\$ 839.78
Music Ventures, LLC	2009-00002-0001	KFKA billing package	\$ 1,440.00
Music Ventures, LLC	2009-00003-0000	KFKA billing package	\$ 360.00
North Weld County Water	6546000-AUG2022	Water Utility	\$ 81,351.38
North Weld County Water	3654000-AUG2022	Water Utility	\$ 34.85
North Weld County Water	3386000-AUG2022	Water Utility	\$ 14,439.73

Northern Engineering Services Inc	1136-001/00084	Engineering - Cust 265	\$ 102.50
Northern Water Conservancy District	3034-SEP2022	Annual CBT assessments	\$ 66,574.35
Onix IT, Inc.	7481	Monthly IT Support	\$ 4,340.00
Onix IT, Inc.	7461	Azure Subscription	\$ 317.71
Ottem Electronics, Inc.	5119	PD card reader and interface module & installation	\$ 2,099.00
PIONEER	S35-T35W2-7884	Landscape fabric and roll top steel medium duty 4in	\$ 255.19
PIONEER	S35-T35W1-8964	Town Hall landscaping	\$ 202.30
Pirtek NoCo	NC-T00007060	Water supplies	\$ 263.16
Pitney Bowes Global Financial	3316262828	Postal Machine Lease	\$ 220.92
Poudre Valley REA	74118001 0922	2880 Branding Iron Power	\$ 77.68
Poudre Valley REA	135 0922	Severance Shores - Street Lights	\$ 4,380.14
Prairie Mountain Media	309287	Notice of Final Payment - Durite Excavating	\$ 42.24
Prairie Mountain Media	319713	Special Events - Severance Days	\$ 2,504.32
Quality Well and Pump LLC	2022-4043	WW clamp, hose, worm drive	\$ 41.16
Quench USA, Inc.	INV04282605	Quarterly Town Hall water service	\$ 135.96
Randi Cruz	Sep-20	Refund Severance Days Double Pay	\$ 125.00
Republic Services, Inc	0642-000263303	Trash Services - wastewater plant	\$ 102.64
SAFEBuilt Colorado, Inc.	0088814-IN	Building Inspections	\$ 29,233.94
SBS Services Group LLC	5439116	PW - routine janitorial	\$ 192.31
SBS Services Group LLC	5439115	Town hall - routine janitorial	\$ 400.00
Security Central, Inc.	897021	3 S Timber Ridge Parkway - quarterly Alarm Sys monitoring	\$ 296.10
Severance FFA	Sep-22	Donation	\$ 1,500.00
Sign Solutions USA	403236	No engine braking per town ordinance sign	\$ 250.01
Sign Solutions USA	403368	Saddler Ridge signs	\$ 605.37
Sign Solutions USA	403365	County road signs	\$ 2,397.02
Sign Solutions USA	403369	Golden Eagle signs	\$ 217.26
Sign Solutions USA	403366	Soaring Eagle signs	\$ 1,442.99
Sign Solutions USA	403367	Settlers Landing signs	\$ 217.53
Skaggs Companies, Inc.	100_A_114433_1	Safety Vest	\$ 100.00
Town of Windsor	015265-000 0822	Wastewater Treatment	\$ 14,181.00
TransUnion Risk and Alternative Data	5453941-202208-1	Background Checks	\$ 75.00
Treatment Technology, Inc.	187805	Chemicals for waste water plant	\$ 460.00
UMB Staff Credit Cards	0151 0822	Weld Co C&R Office-Recording for TAP MMOF Quit Claim Deed 2021	\$ 24.48
UMB Staff Credit Cards	0151 0822	Vistaprint-PD Cards	\$ 59.99
UMB Staff Credit Cards	0151 0822	Costco Whse #1178-Food while at training	\$ 275.00
UMB Staff Credit Cards	7258 0722	Hootsuite	\$ 1,548.00
UMB Staff Credit Cards	0151 0822	Fedex Office -Maps for Severance Days	\$ 141.92
UMB Staff Credit Cards	0151 0822	Magna-Matic Corporation-Replacement parts and tools for blade sharpener.	\$ 116.84
UMB Staff Credit Cards	0151 0822	Hydraulic Cylinder Serv-Repairs due to hydraulic leaks.	\$ 311.85
UMB Staff Credit Cards	0151 0822	Ezcaterjasons Deli-Meal for PC 8.17.22	\$ 210.88
UMB Staff Credit Cards	0151 0822	Exxonmobil 48026660-Fuel for out of Town Training class	\$ 60.24
UMB Staff Credit Cards	0151 0822	Facebk Cvu2xfkgw2-SD Promo	\$ 75.00
UMB Staff Credit Cards	0151 0822	Colorado Ltap-Continuing Education LTAP, Jose, Brad, Henry, Shane	\$ 450.00
UMB Staff Credit Cards	0151 0822	The Home Depot 1544-Severance Days. Fencing materials	\$ 815.15
UMB Staff Credit Cards	0151 0822	Hydraulic Cylinder Serv-Repairs due to hydraulic leaks.	\$ 311.85
UMB Staff Credit Cards	0151 0822	Tst* Austins American Gr-Management/Clerk Lunch	\$ 71.57
UMB Staff Credit Cards	0151 0822	Hellofax Monthly-Purchase Hellofax Monthly	\$ 14.98
UMB Staff Credit Cards	0151 0822	Dollar Tree-Halloween decorations for Town Hall-Trick or Treat Parade	\$ 81.50
UMB Staff Credit Cards	0151 0822	Indeed-PD expense for new employment	\$ 205.16
UMB Staff Credit Cards	0151 0822	Fuzzys Taco Shop - Fort C-Joint PC/TC Meeting 8.23.22	\$ 345.00
UMB Staff Credit Cards	0151 0822	Air Care Colorado Ft Coll-Emission for 2011 Dodge Truck	\$ 25.00
UMB Staff Credit Cards	0151 0822	Dollar General #20448-SD prep	\$ 78.82
UMB Staff Credit Cards	0151 0822	Facebk Eafzfgbh2-SD promos	\$ 75.00
UMB Staff Credit Cards	0151 0822	Police Records Mgmt-Mandatory PD Records Trainings	\$ 1,035.00
UMB Staff Credit Cards	0151 0822	Jasons Deli #605-LUAC Meal 8.03.22	\$ 189.27
UMB Staff Credit Cards	0151 0822	Colorado Association Of P-education and training for new employee, Chelsea Mee	\$ 310.00
UMB Staff Credit Cards	0151 0822	Colorado CWP - wastewater certification	\$ 85.00
UMB Staff Credit Cards	0151 0822	Wpy*apa Colorado-Abdul Training/conference	\$ 480.00
UMB Staff Credit Cards	0151 0822	Dollar General #20448-Table cloths for RM oyster contest	\$ 6.35
UMB Staff Credit Cards	0151 0822	4imprint, Inc-Promo items for giveaways at Severance Days-Tax is being refunded for this charge.	\$ 2,309.43
UMB Staff Credit Cards	0151 0822	In *code 4 Security Servi-Over night security for Severance Days at the park	\$ 420.00
UMB Staff Credit Cards	0151 0822	Hydraulic Cylinder Serv-Repairs due to hydraulic leaks.	\$ 311.85
UMB Staff Credit Cards	0151 0822	Hydraulic Cylinder Serv-Repairs due to hydraulic leaks.	\$ 311.85
UMB Staff Credit Cards	0151 0822	Phillips 66 - Miltons Ker-Ice for coolers	\$ 21.55
UMB Staff Credit Cards	0151 0822	Surveymonk* T 43147491-Survey monkey for event surveys	\$ 384.00
UMB Staff Credit Cards	0151 0822	Walgreens #7417-Council Member picture	\$ 4.26
UMB Staff Credit Cards	0151 0822	Walgreens #7417-Frame for council member	\$ 10.67
UMB Staff Credit Cards	0151 0822	Colorado Ltap-LTAP Training courses.	\$ 100.00
UMB Staff Credit Cards	0151 0822	King Soopers #0104-A BBQ for the seasonal's last day. I have miss placed my receipt as well, sorry.	\$ 149.98
UMB Staff Credit Cards	0151 0822	Vistaprint-Council Business Cards	\$ 67.99
UMB Staff Credit Cards	0151 0822	Vecinos Mexican Grill-Severance Days Staff Breakfast	\$ 126.00
UMB Staff Credit Cards	0151 0822	Sq *the Goodness Truck-Meal cover for PWs team	\$ 92.55
UMB Staff Credit Cards	0151 0822	Sq *the Snowy Churro Noco-Severance Day's Meal Ticket Reimbursement	\$ 22.99
UMB Staff Credit Cards	0151 0822	Wm Supercenter #4599-Misc Kitchen Items for All Boards/Commissions/Committees 8.03.22	\$ 62.80
UMB Staff Credit Cards	0151 0822	Panera Bread #202433 O-TC Meal 8.09.22	\$ 176.30
UMB Staff Credit Cards	0151 0822	Fast Stop 1132-Fuel for out of town training	\$ 34.17
UMB Staff Credit Cards	0151 0822	Colorado CWP - water certification	\$ 85.00
UMB Staff Credit Cards	0151 0822	Facebk Nwmq3gtgw2-Facebook promo for SD	\$ 37.14
UMB Staff Credit Cards	0151 0822	Samsclub.Com-Candy for council in the parade	\$ 436.76
UMB Staff Credit Cards	0151 0822	Butter My Biscuit Llc-PDF Training Lunch for myself & trainer	\$ 32.53
United Rentals North America, Inc.	211234570-001	Light Tower	\$ 14,900.00
UNUM Life Insurance Co America	80122	Monthly Disability Insurance	\$ 3,564.26
Utility Notification Center	222081399	RTL Transmissions	\$ 486.20
Vector Disease Control International, LL	PI-A00011599	2022 Mosquito Control Services	\$ 3,658.50
Verizon Wireless	9913786249	Cell Phone Service - TH & PW	\$ 1,110.15

Verizon Wireless	9914812122	Cell Phone Service - PD	\$	1,570.87
Waste Management of Colorado, Inc	4924859-2534-0	Severance Days Handwash and Port-O-Let Rentals	\$	1,729.44
Waste Management of Colorado, Inc	4931697-2534-5	Roll Off Trash Service	\$	421.26
Waste Management of Colorado, Inc	4924014-2534-2	Trash Service - PW	\$	136.14
Weld County Treasurer	R5020608	Parcel# 080711302218	\$	559.34
Weld County Treasurer	R8972218	Parcel 070536300014	\$	14.81
Weld County Treasurer	R5020508	Parcel# 080711302217	\$	559.34
Weld County Treasurer	R8967154	Parcel# 070504400038	\$	47.06
Weld County Treasurer	R8972217	Parcel# 070536300013	\$	12.42
WEX BANK	83470465	Offsite Fuel	\$	1,583.39
Wickham Tractor Co.	ID35150	Kubota #551 parts	\$	71.75
Windsor Ace Hardware	161872/4	Pontoon maintenance	\$	88.46
Windsor Ace Hardware	161942/4	Supplies	\$	36.67
Xcel Energy	794135563	304683265 - 410 Immigrant Trail - Settlers Landing HOA	\$	6,616.34
Xcel Energy	794499967	Street Lights	\$	3,382.40
Grand Totals:			\$	567,842.15

TOWN OF SEVERANCE
COMBINED CASH INVESTMENT
SEPTEMBER 30, 2022

COMBINED CASH ACCOUNTS

01-100700	CASH ON HAND	514
01-101000	BANK OF CO- CHECKING ***1469	566,924
01-101500	BANK OF CO CREDIT CARD ***1481	18,887
01-102100	COLOTRUST	25,192,937
01-102180	UMB SAFEKEEPING	25,889,128
01-106000	XPRESS DEPOSIT ACCOUNT	47,559
	TOTAL COMBINED CASH	51,715,950
01-100000	CASH ALLOCATED TO OTHER FUNDS	(51,715,950)

TOTAL UNALLOCATED CASH

CASH ALLOCATION RECONCILIATION

10	ALLOCATION TO GENERAL FUND	18,365,753
11	ALLOCATION TO CONSERVATION TRUST FUND	106,001
12	ALLOCATION TO TRANSPORTATION FUND	3,251,805
13	ALLOCATION TO PARKS FUND	191,585
14	ALLOCATION TO PUBLIC FACILITIES FUND	1,112,268
15	ALLOCATION TO PUBLIC SAFETY FUND	222,720
51	ALLOCATION TO WATER FUND	15,557,736
52	ALLOCATION TO WASTEWATER FUND	11,606,682
53	ALLOCATION TO STORMWATER FUND	1,300,146
75	ALLOCATION TO CAPITAL PROJECTS	(4,241)
	TOTAL ALLOCATIONS TO OTHER FUNDS	51,710,455
	ALLOCATION FROM COMBINED CASH FUND - 01-100000	(51,710,455)

ZERO PROOF IF ALLOCATIONS BALANCE

TOWN OF SEVERANCE
BALANCE SHEET
SEPTEMBER 30, 2022

GENERAL FUND

ASSETS

10-100000	CASH - COMBINED FUND	18,365,753	
10-105000	TAXES RECEIVABLE	9,875	
10-105300	CASH W/ WELD COUNTY TREASURER	14,983	
10-115000	ACCOUNTS RECEIVABLE	1,386	
10-115010	FUEL INVENTORY	4,571	
10-115300	CONTRACT RECEIVABLE	1,685	
10-120000	DEVELOPER RECEIVABLES	2,846	
10-131000	DUE FROM OTHER GOVERNMENTS	172,630	
	TOTAL ASSETS		18,573,729

LIABILITIES AND EQUITY

LIABILITIES

10-202000	ACCOUNTS PAYABLE	197,476	
10-203000	CUSTOMER DEPOSITS-DEVELOPERS	57,544	
10-203500	CUSTOMER DEPOSITS-RENTALS	1,475	
10-211400	COLORADO UNEMPLOYMENT PAYABLE	1,427	
10-211700	HEALTH INSURANCE PAYABLE	(1,156)	
10-211800	DEFERRED PROPERTY TAXES	9,875	
10-222000	DEFERRED REVENUE	1,635,022	
	TOTAL LIABILITIES		1,901,664

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
10-290000	FUND BALANCE	14,228,472	
	REVENUE OVER EXPENDITURES - YTD	2,443,593	
	BALANCE - CURRENT DATE	16,672,065	
	TOTAL FUND EQUITY		16,672,065
	TOTAL LIABILITIES AND EQUITY		18,573,729

TOWN OF SEVERANCE
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2022

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
REVENUE						
	<u>TAXES</u>					
10-31-1000	GENERAL PROPERTY TAX	637	1,789,243	1,799,151	9,908	99.5
10-31-3000	SALES TAX	172,630	1,218,085	1,680,000	461,915	72.5
10-31-4000	USE TAX BUILDING MATERIALS	154,274	1,052,590		(1,052,590)	.0
10-31-8100	SEVERANCE TAX (OIL & GAS)		404,945	5,000	(399,945)	8098.9
10-31-8200	FRANCHISE	18,866	169,631	160,000	(9,631)	106.0
10-31-9000	INTEREST / DELINQUENT TAX	31	1,171	300	(871)	390.3
	TOTAL TAXES	346,437	4,635,664	3,644,451	(991,213)	127.2
	<u>LICENSES & PERMITS</u>					
10-32-1000	BUS.LICENSE	35	1,770	4,000	2,230	44.3
10-32-1100	LIQUOR LICENSE		400	300	(100)	133.3
10-32-2000	HOME BASED BUSINESS FEES		750	1,500	750	50.0
10-32-2100	BUILDING PERMIT & LICENSE	71,439	595,050	550,000	(45,050)	108.2
10-32-2600	ANIMAL LICENSES	180	1,395	750	(645)	186.0
10-32-3100	ADMIN. SERVICE DEVELOPMENT FEE	5,400	46,500	59,400	12,900	78.3
10-32-3400	ADMINISTRATION FEES	23,733	180,113		(180,113)	.0
10-32-4100	ROW/HUNT/SIGN/DEVELOP. PERMITS	2,265	6,815	7,500	685	90.9
10-32-4150	SOLICITOR LICENSES		12,750		(12,750)	.0
	TOTAL LICENSES & PERMITS	103,052	845,542	623,450	(222,092)	135.6
	<u>INTERGOVERNMENTAL</u>					
10-33-4000	STATE GRANTS		57,895		(57,895)	.0
10-33-5000	HIGHWAY USERS	23,405	161,149	259,905	98,756	62.0
10-33-5050	MINERAL LEASE		87,606	35,000	(52,606)	250.3
10-33-5100	MOTOR VEHICLE FEES	4,727	37,906	52,000	14,094	72.9
10-33-5200	COUNTY ROAD & BRIDGE		66,955	115,000	48,045	58.2
10-33-5300	SPECIFIC OWNERSHIP TAX	9,595	81,001	65,000	(16,001)	124.6
10-33-5600	CIGARETTE TAX	736	2,801	3,000	199	93.4
10-33-6000	SHARED REVENUE WINDSOR		221,639	100,000	(121,639)	221.6
	TOTAL INTERGOVERNMENTAL	38,464	716,953	629,905	(87,048)	113.8
	<u>CHARGES FOR SERVICES</u>					
10-34-1100	COURT COSTS	300	1,883	2,000	117	94.2
10-34-1200	POLICE REVENUE	1,002	43,089	45,000	1,911	95.8
10-34-1400	MAPS, PLANS, COPIES	925	3,077	150	(2,927)	2051.0
	TOTAL CHARGES FOR SERVICES	2,227	48,049	47,150	(899)	101.9

TOWN OF SEVERANCE
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>FINES & FORFEITS</u>					
10-35-1000 MUNICIPAL COURT FINES	5,297	41,894	50,000	8,106	83.8
10-35-1100 SURCHARGE	380	2,100	2,000	(100)	105.0
10-35-1300 RESTITUTION - TOWN		33	100	67	33.0
TOTAL FINES & FORFEITS	5,677	44,027	52,100	8,073	84.5
<u>MISCELLANEOUS</u>					
10-36-1000 RETURN CHECK CHARGES	420	2,280	1,000	(1,280)	228.0
10-36-1600 SPECIAL ASSESSMENTS			3,981	3,981	.0
10-36-2000 OTHER MISCELLANEOUS REVENUE	55,950	70,089	3,000	(67,089)	2336.3
10-36-3000 RENT	3,430	30,970	41,200	10,230	75.2
10-36-3500 INTEREST AND DIVIDENDS	23,819	81,927	50,000	(31,927)	163.9
10-36-3550 CHANGE IN MARKET VALUE	(104,919)	(407,645)		407,645	.0
10-36-4500 MATERIALS AND LABOR	1,386	8,316	8,000	(316)	104.0
10-36-5000 SPECIAL EVENT REVENUE	(125)	67,648	25,000	(42,648)	270.6
10-36-5100 SPECIAL EVENT REVENUE-IN-KIND		13,131		(13,131)	.0
10-36-6500 REIMBURSEMENTS/REFUNDS		7,444		(7,444)	.0
10-36-8050 OIL AND GAS ROYALTIES	1,358	10,378	10,000	(378)	103.8
10-36-9900 OTHER REVENUES		523,309		(523,309)	.0
TOTAL MISCELLANEOUS	(18,680)	407,847	142,181	(265,666)	286.9
TOTAL FUND REVENUE	477,177	6,698,082	5,139,237	(1,558,845)	130.3

EXPENDITURES

TOWN OF SEVERANCE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LEGISLATIVE</u>					
10-41-1100 REGULAR STAFF WAGES	11,965	57,296	79,500	22,204	72.1
10-41-1104 RETIREMENT 457	266	1,623	2,205	582	73.6
10-41-1105 BOARD OF TRUSTEE FEES	800	7,750	15,000	7,250	51.7
10-41-1130 FICA/MEDICARE	974	4,953	5,586	633	88.7
10-41-1140 WORKERS COMPENSATION	470	1,909	200	(1,709)	954.7
10-41-1150 UNEMPLOYMENT	24	114	221	107	51.6
10-41-1160 HEALTH INSURANCE	948	8,530	11,340	2,810	75.2
10-41-1161 DISABILITY INSURANCE	125	1,129	1,380	251	81.8
10-41-1162 INSURANCE DEDUCTIBLE REIMBURSE		1,000	1,000		100.0
10-41-2100 LEGAL FEES	8,558	89,296	115,000	25,704	77.7
10-41-3150 TELEPHONE	78	631		(631)	.0
10-41-3180 MILEAGE			1,000	1,000	.0
10-41-3210 INSURANCE AND BONDS	7,843	31,165	28,000	(3,165)	111.3
10-41-3330 PUBLISHING/RECORDING	90	838	2,600	1,762	32.2
10-41-3350 ORDINANCE CODIFICATION		4,399	3,500	(899)	125.7
10-41-3810 DUES/MEMBERSHIPS/SUBSCRIPTIONS		691	2,700	2,009	25.6
10-41-3820 CONTINUING EDUCATION	85	4,659	11,000	6,341	42.4
10-41-3825 MEETING/MEALS	1,351	6,399	10,000	3,601	64.0
10-41-3990 MISCELLANEOUS	(801)	1,712	500	(1,212)	342.4
10-41-4320 COMPUTER REPLACE./AUDIO VISUAL		3,502	5,000	1,499	70.0
10-41-4330 COMPUTER SUPPORT AND MAINT		15,715	18,500	2,786	84.9
10-41-4810 UNIFORMS		991	2,000	1,009	49.6
10-41-4990 SUPPLIES	81	2,089	1,000	(1,089)	208.9
10-41-5500 TOWN COUNCIL DISCRETIONARY	1,551	25,706	144,843	119,137	17.8
10-41-5550 LAND USE ADVISORY COMMITTEE	6,126	16,409	30,000	13,591	54.7
10-41-5555 IHOP GRANT	5,570	5,570	50,200	44,630	11.1
10-41-5560 TREE BOARD	149	1,064	2,000	936	53.2
10-41-8200 ALLOCATION TO WATER FUND	(2,957)	(22,175)	(25,896)	(3,721)	(85.6)
10-41-8300 ALLOCATION TO WASTEWATER FUND	(2,816)	(21,117)	(24,663)	(3,546)	(85.6)
10-41-8400 ALLOCATION TO STORMWATER FUND	(940)	(7,046)	(8,221)	(1,175)	(85.7)
TOTAL LEGISLATIVE	39,539	244,802	485,495	240,693	50.4
<u>ELECTIONS</u>					
10-42-3320 PRINTING			10,000	10,000	.0
10-42-3330 PUBLISHING			500	500	.0
10-42-3980 ELECTION JUDGES			2,000	2,000	.0
10-42-3990 JUDGE'S MEALS			500	500	.0
10-42-4340 POSTAGE			4,000	4,000	.0
10-42-4990 SUPPLIES			500	500	.0
TOTAL ELECTIONS			17,500	17,500	.0

TOWN OF SEVERANCE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>JUDICIAL</u>					
10-43-1100 REGULAR STAFF WAGES	4,261	18,788	25,850	7,062	72.7
10-43-1102 OVERTIME			250	250	.0
10-43-1104 RETIREMENT 457	83	516	656	140	78.7
10-43-1130 FICA/MEDICARE	303	1,243	1,672	429	74.4
10-43-1140 WORKERS COMPENSATION	235	955	25 (	930)	3818.5
10-43-1150 UNEMPLOYMENT	9	39	66	27	59.2
10-43-1160 HEALTH INSURANCE	688	5,507	8,244	2,737	66.8
10-43-1161 DISABILITY INSURANCE	39	355	480	125	74.0
10-43-1162 INSURANCE DEDUCTIBLE REIMBURSE			500	500	.0
10-43-2100 LEGAL FEES	4,250	9,126	13,000	3,874	70.2
10-43-2110 MUNICIPAL JUDGE	600	5,045	6,600	1,555	76.4
10-43-3150 TELEPHONE	14	123	(	123)	.0
10-43-3830 TRANSLATOR/JUROR FEES		360	1,500	1,140	24.0
10-43-4310 COURT SUPPLIES	74	662	200 (	462)	330.8
 TOTAL JUDICIAL	 10,556	 42,718	 59,043	 16,325	 72.4

TOWN OF SEVERANCE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
10-44-1100 REGULAR STAFF WAGES	21,269	156,852	219,003	62,151	71.6
10-44-1101 PART-TIME STAFF WAGES			7,500	7,500	.0
10-44-1102 OVERTIME	408	558	3,000	2,442	18.6
10-44-1104 RETIREMENT	501	5,182	6,373	1,191	81.3
10-44-1130 FICA/MEDICARE	1,572	11,305	14,267	2,962	79.2
10-44-1140 WORKERS COMPENSATION	1,385	5,617	250	5,367	2246.8
10-44-1150 UNEMPLOYMENT	43	315	537	222	58.7
10-44-1160 HEALTH & LIFE INSURANCE	3,532	31,790	34,044	2,254	93.4
10-44-1161 DISABILITY INSURANCE	300	2,703	2,922	219	92.5
10-44-1162 INSURANCE DEDUCTIBLE REIMBURSE			2,450	2,450	.0
10-44-2100 LEGAL FEES		342	5,000	4,658	6.8
10-44-2150 HR SERVICES	6,409	6,429		6,429	.0
10-44-3110 UTILITIES	2,149	8,530	11,000	2,470	77.6
10-44-3150 TELEPHONE	312	2,808	6,000	3,192	46.8
10-44-3175 BUILDING REPAIRS & MAINTENANCE	1,211	9,893	20,000	10,107	49.5
10-44-3177 VEHICLE REPAIRS & MAINTENANCE	4,000	4,063	800	3,263	507.9
10-44-3210 INSURANCE AND BONDS	8,912	35,422	33,000	2,422	107.3
10-44-3220 CIRSA DEDUCTIBLES	500	500	1,500	1,000	33.3
10-44-3330 PUBLISHING			20,000	20,000	.0
10-44-3350 BAD DEBTS		976		976	.0
10-44-3810 DUES/MEMBERSHIPS/SUBSCRIPTIONS	499	1,009	6,000	4,991	16.8
10-44-3820 CONTINUING EDUCATION	1,596	7,456	7,500	44	99.4
10-44-3825 MEALS/MISCELLANEOUS	67	1,376	2,000	624	68.8
10-44-3990 MISCELLANEOUS SERVICES/COPIER	2,166	5,232	3,500	1,732	149.5
10-44-3992 SPECIAL EVENT EXPENDITURE	5,405	127,132	155,000	27,869	82.0
10-44-4000 ADVERTISING	733	1,131	3,000	1,869	37.7
10-44-4310 OFFICE SUPPLIES	637	3,881	6,000	2,119	64.7
10-44-4320 COMPUTER REPLACE./AUDIO VISUAL		10,560	40,000	29,440	26.4
10-44-4330 COMPUTER SUPPORT AND MAINT	1,677	27,727	33,575	5,848	82.6
10-44-4340 POSTAGE	504	3,207	3,000	207	106.9
10-44-4390 OTHER OFFICE EXPENSE		1,386	3,000	1,614	46.2
10-44-4520 VEHICLE FUEL	65	2,977	5,000	2,023	59.5
10-44-4810 UNIFORMS		972	1,100	128	88.4
10-44-4990 MISCELLANEOUS SUPPLIES		1,159	3,000	1,841	38.6
10-44-8000 LEASE PAYMENT	221	663	1,000	337	66.3
10-44-8200 ALLOCATION TO WATER FUND	(5,946)	(43,124)	(53,354)	(10,230)	(80.8)
10-44-8300 ALLOCATION TO WASTEWATER FUND	(5,662)	(41,062)	(50,813)	(9,751)	(80.8)
10-44-8400 ALLOCATION TO STORMWATER FUND	(1,890)	(13,706)	(16,938)	(3,232)	(80.9)
TOTAL ADMINISTRATION	52,574	381,261	539,216	157,955	70.7

TOWN OF SEVERANCE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>FINANCE</u>					
10-45-1100 REGULAR STAFF WAGES	16,447	132,996	179,658	46,662	74.0
10-45-1102 OVERTIME			100	100	.0
10-45-1104 RETIREMENT 457	300	3,796	5,195	1,399	73.1
10-45-1130 FICA/MEDICARE	1,200	10,019	13,247	3,228	75.6
10-45-1140 WORKERS COMPENSATION	1,010	4,105	215	(3,890)	1909.3
10-45-1150 UNEMPLOYMENT	33	266	519	253	51.3
10-45-1160 HEALTH & LIFE INSURANCE	1,924	21,857	36,191	14,334	60.4
10-45-1161 DISABILITY INSURANCE	270	2,451	2,994	543	81.9
10-45-1162 INSURANCE DEDUCTIBLE REIMBURSE	(150)	1,250	2,150	900	58.1
10-45-2200 AUDIT & ACCOUNTING FEES		20,750	20,000	(750)	103.8
10-45-3150 TELEPHONE	59	530		(530)	.0
10-45-3315 WELD COUNTY TREASURER FEE	7	17,900	21,000	3,100	85.2
10-45-3340 BANK CHARGES		1,000	2,000	1,000	50.0
10-45-3810 DUES/MEMBERSHIPS/SUBSCRIPTIONS			1,000	1,000	.0
10-45-3820 CONTINUING EDUCATION		3,386	6,000	2,614	56.4
10-45-3825 MEALS/MISCELLANEOUS	57	57		(57)	.0
10-45-4310 OFFICE SUPPLIES	24	745	1,500	755	49.7
10-45-4330 COMPUTER SUPPORT AND MAINT	432	432	6,500	6,068	6.7
10-45-4810 UNIFORMS		504	700	196	72.0
10-45-8200 ALLOCATION TO WATER FUND	(1,969)	(19,978)	(26,322)	(6,344)	(75.9)
10-45-8300 ALLOCATION TO WASTEWATER FUND	(1,875)	(19,024)	(25,069)	(6,045)	(75.9)
10-45-8400 ALLOCATION TO STORMWATER FUND	(626)	(6,350)	(8,356)	(2,006)	(76.0)
 TOTAL FINANCE	 17,143	 176,693	 239,222	 62,529	 73.9

TOWN OF SEVERANCE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2022

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>PUBLIC SAFETY</u>					
10-51-1100	REGULAR STAFF WAGES	112,590	650,668	900,523	249,855	72.3
10-51-1102	OVERTIME	3,386	31,867	40,000	8,133	79.7
10-51-1104	RETIREMENT	343	2,266	3,903	1,637	58.1
10-51-1130	FICA/MEDICARE	2,480	13,624	21,124	7,500	64.5
10-51-1140	WORKERS COMPENSATION	5,635	22,927	23,750	823	96.5
10-51-1150	UNEMPLOYMENT	232	1,363	2,702	1,339	50.4
10-51-1155	POLICE PENSION	6,532	47,486	69,338	21,852	68.5
10-51-1160	HEALTH INSURANCE	17,037	143,844	214,464	70,620	67.1
10-51-1161	DISABILITY INSURANCE	3,126	26,936	28,943	2,007	93.1
10-51-1162	INSURANCE DEDUCTIBLE REIMBURSE		1,000	12,500	11,500	8.0
10-51-2100	LEGAL FEES	234	234	1,000	766	23.4
10-51-2300	MEDICAL		525	2,000	1,475	26.3
10-51-2310	PSYCHOLOGICAL			1,500	1,500	.0
10-51-2900	CONTRACT POLICE SERVICES		750		(750)	.0
10-51-2990	OTHER PROFESSIONAL FEES	52	26,173	40,000	13,827	65.4
10-51-3110	UTILITIES	418	3,545	5,000	1,455	70.9
10-51-3150	TELEPHONE/PAGERS	1,599	13,402	20,000	6,598	67.0
10-51-3170	REPAIRS & MAINTENANCE		1,456	3,000	1,544	48.5
10-51-3175	BUILDING REPAIRS & MAINTENANCE	340	2,059		(2,059)	.0
10-51-3177	VEHICLE REPAIRS & MAINTENANCE		24,262	37,000	12,738	65.6
10-51-3180	MILEAGE		51	500	449	10.2
10-51-3210	INSURANCE AND BONDS	9,269	43,733	42,000	(1,733)	104.1
10-51-3220	CIRSA DEDUCTIBLES			10,000	10,000	.0
10-51-3320	PRINTING/FORMS	103	3,837	5,000	1,163	76.7
10-51-3610	DISPATCH COMMUNICATIONS		4,186	25,000	20,814	16.7
10-51-3630	MENTAL HEALTH CO-RESP. PROGRAM			30,000	30,000	.0
10-51-3640	DRUG TASK FORCE		1,000	1,000		100.0
10-51-3650	DOG TAGS/IMPOUND FEES			1,000	1,000	.0
10-51-3740	RADIO MAINTENANCE		890	2,500	1,610	35.6
10-51-3810	DUES/MEMBERSHIPS/SUBSCRIPTIONS		775	2,500	1,725	31.0
10-51-3820	CONTINUING EDUCATION & TRAIN	1,547	9,618	13,000	3,382	74.0
10-51-3825	MEALS/MISCELLANEOUS	348	812	1,000	188	81.2
10-51-3840	CONFINEMENT FEES			2,000	2,000	.0
10-51-3850	LAB TESTING FEES		176	2,500	2,324	7.1
10-51-3950	TOWING			1,000	1,000	.0
10-51-3990	MISCELLANEOUS SERVICES		553	2,000	1,447	27.7
10-51-4300	OFFICE FURNITURE			1,000	1,000	.0
10-51-4310	OFFICE SUPPLIES	40	2,236	3,000	764	74.5
10-51-4320	COMPUTER REPLACE./AUDIO VISUAL	2,229	2,229		(2,229)	.0
10-51-4330	COMPUTER SUPPORT AND MAINT	(552)	21,231	46,775	25,545	45.4
10-51-4340	POSTAGE		19	200	181	9.4
10-51-4520	VEHICLE FUEL	2,155	25,270	35,000	9,730	72.2
10-51-4720	EQUIPMENT FOR PATROL	2,703	4,479	5,000	521	89.6
10-51-4730	EQUIPMENT FOR TRAINING	2,387	3,652	5,000	1,348	73.0
10-51-4740	EQUIPMENT FOR INVEST./EVIDENCE	1,439	2,351	5,000	2,649	47.0
10-51-4810	UNIFORMS	24	17,566	15,000	(2,566)	117.1
10-51-4990	MISCELLANEOUS SUPPLIES		3,390	5,000	1,610	67.8
10-51-7000	CAPITAL OUTLAY		293,059	288,825	(4,234)	101.5
10-51-7550	VEHICLES		159,179	159,260	81	100.0
10-51-7990	OTHER SMALL EQUIPMENT		1,994	3,000	1,006	66.5
	TOTAL PUBLIC SAFETY	175,695	1,616,673	2,139,807	523,134	75.6

TOWN OF SEVERANCE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>STREETS / MAINTENANCE</u>					
10-61-1100 REGULAR STAFF WAGES	19,069	96,093	133,094	37,001	72.2
10-61-1102 OVERTIME	335	1,948	5,000	3,052	39.0
10-61-1104 RETIREMENT	410	2,669	3,993	1,324	66.8
10-61-1130 FICA/MEDICARE	1,425	6,976	11,712	4,736	59.6
10-61-1140 WORKERS COMPENSATION	1,127	4,582	3,600	(982)	127.3
10-61-1150 UNEMPLOYMENT	39	195	399	204	49.0
10-61-1160 HEALTH & LIFE INSURANCE	2,591	24,529	37,140	12,611	66.0
10-61-1161 DISABILITY INSURANCE	203	1,841	2,514	673	73.2
10-61-1162 INSURANCE DEDUCTIBLE REIMBURSE			2,400	2,400	.0
10-61-2990 OTHER PROFESSIONAL FEES			500	500	.0
10-61-3150 TELEPHONE	71	847	1,500	653	56.5
10-61-3161 STREET LIGHTING	6,613	55,392	80,000	24,608	69.2
10-61-3170 REPAIRS & MAINTENANCE		2,120		(2,120)	.0
10-61-3172 REPAIRS & MAINTENANCE - STREET	67,412	96,139	175,000	78,861	54.9
10-61-3173 REPAIRS & MAINTENANCE - EQUIPM	40	26,916	41,000	14,084	65.7
10-61-3175 BUILDING REPAIRS & MAINTENANCE	232	1,032		(1,032)	.0
10-61-3177 VEHICLE REPAIRS & MAINTENANCE	706	7,773	12,000	4,227	64.8
10-61-3820 CONTINUING EDUCATION	(50)	1,168	2,000	832	58.4
10-61-3990 MISCELLANEOUS SERVICES		600		(600)	.0
10-61-4311 STREET SUPPLIES		2,078	5,000	2,922	41.6
10-61-4330 COMPUTER SUPPORT & MAINTENANCE	278	3,527	4,438	911	79.5
10-61-4520 VEHICLE FUEL	586	7,445	14,000	6,555	53.2
10-61-4810 UNIFORMS		264	900	636	29.3
10-61-4990 MISCELLANEOUS SUPPLIES		1,841	2,500	659	73.6
10-61-5000 STREET SIGNS	5,266	15,601	15,000	(601)	104.0
10-61-5001 SNOW AND ICE REMOVAL		37,720	40,000	2,280	94.3
10-61-7000 CAPITAL OUTLAY	25,574	25,574		(25,574)	.0
TOTAL STREETS / MAINTENANCE	131,926	424,871	593,690	168,819	71.6

TOWN OF SEVERANCE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC WORKS OVERHEAD</u>					
10-64-1100 REGULAR STAFF WAGES	1,286	10,276	14,767	4,491	69.6
10-64-1102 OVERTIME		329	500	171	65.8
10-64-1104 RETIREMENT	30	305	533	228	57.2
10-64-1130 FICA/MEDICARE	94	749	1,359	610	55.1
10-64-1140 WORKERS COMPENSATION	141	573	300	(273)	190.9
10-64-1150 UNEMPLOYMENT	3	21	53	32	40.0
10-64-1160 HEALTH & LIFE INSURANCE	309	3,156	4,830	1,674	65.3
10-64-1161 DISABILITY INSURANCE	22	241	348	107	69.4
10-64-1162 INSURANCE DEDUCTIBLE REIMBURSE			300	300	.0
10-64-3110 UTILITIES	1,389	17,220	24,000	6,780	71.8
10-64-3150 TELEPHONES & INTERNET	66	596	6,800	6,204	8.8
10-64-3175 BUILDING REPAIRS & MAINTENANCE	1,760	8,314	14,000	5,686	59.4
10-64-3177 VEHICLE REPAIRS & MAINTENANCE	54	225	1,000	775	22.5
10-64-3210 INSURANCE AND BONDS	10,338	41,921	38,000	(3,921)	110.3
10-64-3690 MOSQUITO CONTROL	3,659	21,951	30,000	8,049	73.2
10-64-3820 CONTINUING EDUCATION		351	1,000	649	35.1
10-64-3825 MEALS, MEETINGS AND TRAVEL		477	500	23	95.4
10-64-3990 MISCELLANEOUS SERVICES	(625)	1,401	2,500	1,099	56.0
10-64-4310 OFFICE SUPPLIES		428	1,000	572	42.8
10-64-4330 COMPUTER SUPPORT & MAINTENANCE	278	3,527	4,438	911	79.5
10-64-4520 VEHICLE FUEL	57	814	1,350	536	60.3
10-64-4810 UNIFORMS		265	450	185	58.9
10-64-4990 MISC SUPPLIES	137	3,453	4,000	547	86.3
10-64-5001 TORNADO SIRENS			2,500	2,500	.0
10-64-7990 OTHER SMALL EQUIPMENT			1,000	1,000	.0
 TOTAL PUBLIC WORKS OVERHEAD	 18,995	 116,595	 155,528	 38,933	 75.0

TOWN OF SEVERANCE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PARKS / GREEN SPACE</u>					
10-65-1100 REGULAR STAFF WAGES	16,496	79,270	140,330	61,060	56.5
10-65-1101 PART-TIME STAFF WAGES	1,364	21,033	25,000	3,968	84.1
10-65-1102 OVERTIME	335	1,619	5,500	3,881	29.4
10-65-1104 RETIREMENT	351	2,177	4,765	2,588	45.7
10-65-1130 FICA/MEDICARE	1,340	7,369	14,446	7,077	51.0
10-65-1140 WORKERS COMPENSATION	1,409	5,728	4,500	(1,228)	127.3
10-65-1150 UNEMPLOYMENT	36	203	476	273	42.7
10-65-1160 HEALTH & LIFE INSURANCE	2,139	20,081	50,368	30,287	39.9
10-65-1161 DISABILITY INSURANCE	167	1,473	3,030	1,557	48.6
10-65-1162 INSURANCE DEDUCTIBLE REIMBURSE			3,000	3,000	.0
10-65-2990 OTHER PROFESSIONAL FEES		775	300	(475)	258.2
10-65-3110 UTILITIES	2,994	16,695	19,000	2,305	87.9
10-65-3150 TELEPHONE/PAGERS	128	1,361	1,800	439	75.6
10-65-3171 VANDALISM	2,393	2,393		(2,393)	.0
10-65-3172 TREE & LANDSCAPE MAINTENANCE	577	2,509	4,000	1,491	62.7
10-65-3173 REPAIRS & MAINTENANCE - EQUIPM	180	10,157	15,500	5,343	65.5
10-65-3175 BUILDING REPAIRS & MAINTENANCE	232	1,032		(1,032)	.0
10-65-3176 GROUNDS MAINTENANCE	(2,205)	9,006	12,000	2,994	75.1
10-65-3177 VEHICLE REPAIRS & MAINTENANCE	516	5,832	8,500	2,668	68.6
10-65-3210 INSURANCE AND BONDS		1,078	1,000	(78)	107.8
10-65-3810 DUES/MEMBERSHIPS/SUBSCRIPTIONS		267		(267)	.0
10-65-3820 CONTINUING EDUCATION		657	3,000	2,343	21.9
10-65-4330 COMPUTER SUPPORT & MAINTENANCE	278	3,527	4,438	911	79.5
10-65-4520 VEHICLE FUEL	501	6,345	10,000	3,655	63.5
10-65-4810 UNIFORMS		344	1,050	706	32.7
10-65-4990 SUPPLIES	1,163	12,269	18,000	5,731	68.2
10-65-4995 EQUIPMENT		1,439	10,000	8,561	14.4
10-65-6000 TREE CITY USA	4,955	14,008	19,200	5,192	73.0
10-65-7000 CAPITAL OUTLAY		3,242	10,115	6,873	32.1
10-65-7990 OTHER SMALL EQUIPMENT	7,450	7,450		(7,450)	.0
TOTAL PARKS / GREEN SPACE	42,797	239,338	389,318	149,980	61.5

TOWN OF SEVERANCE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>COMMUNITY DEVELOPMENT</u>					
10-70-1100 REGULAR STAFF WAGES	27,526	138,416	227,305	88,889	60.9
10-70-1104 RETIREMENT	712	4,656	7,488	2,832	62.2
10-70-1130 FICA/MEDICARE	2,086	10,418	17,389	6,971	59.9
10-70-1140 WORKERS COMPENSATION	1,667	6,778	610	(6,168)	1111.1
10-70-1150 UNEMPLOYMENT	55	277	682	405	40.6
10-70-1160 HEALTH & LIFE INSURANCE	2,462	23,105	35,033	11,928	66.0
10-70-1161 DISABILITY INSURANCE	280	2,524	3,540	1,016	71.3
10-70-1162 INSURANCE DEDUCTIBLE REIMBURSE			3,050	3,050	.0
10-70-2500 ENGINEERING	18,913	40,998	40,000	(998)	102.5
10-70-2600 PLANNING SERVICES	566	16,018	40,000	23,982	40.0
10-70-2980 BUILDING INSPECTIONS & LICENSE	29,234	336,425	550,000	213,575	61.2
10-70-2990 OTHER PROFESSIONAL FEES		375	2,500	2,125	15.0
10-70-3110 UTILITIES	72	2,256	5,000	2,744	45.1
10-70-3150 TELEPHONE	86	924	2,800	1,876	33.0
10-70-3173 REPAIRS & MAINTENANCE - EQUIPM		3,664	3,800	136	96.4
10-70-3175 BUILDING REPAIRS & MAINTENANCE		84	2,000	1,916	4.2
10-70-3330 PUBLISHING/COMMUNICATIONS	150	150	5,000	4,850	3.0
10-70-3810 DUES & MEMBERSHIPS		3,490	2,800	(690)	124.6
10-70-3820 CONTINUING EDUCATION	378	957	3,000	2,043	31.9
10-70-3825 MEALS/MISCELLANEOUS/TRAVEL			200	200	.0
10-70-4099 DEVELOPER EXP.TO BE REIMBURSED	12,926	16,173		(16,173)	.0
10-70-4310 OFFICE SUPPLIES		951	1,000	49	95.1
10-70-4320 COMPUTER REPLACE./AUDIO VISUAL		260		(260)	.0
10-70-4330 COMPUTER SUPPORT	1,669	25,060	32,625	7,565	76.8
10-70-4520 VEHICLE FUEL	288	2,391	3,500	1,109	68.3
10-70-4810 UNIFORMS		419	600	181	69.8
10-70-4987 ECONOMIC DEVELOPMENT	14,070	20,924	20,000	(924)	104.6
10-70-4989 TRAIL DEVELOPMENT		10,000	10,000		100.0
TOTAL COMMUNITY DEVELOPMENT	113,139	667,691	1,019,922	352,231	65.5
<u>TRANSFERS TO OTHER FUNDS</u>					
10-90-9011 TRANSFERS TO OTHER FUNDS		343,850		(343,850)	.0
TOTAL TRANSFERS TO OTHER FUNDS		343,850		(343,850)	.0
TOTAL FUND EXPENDITURES	602,365	4,254,490	5,638,741	1,384,251	75.5
NET REVENUE OVER EXPENDITURES	(125,188)	2,443,593	(499,504)	(2,943,096)	489.2

TOWN OF SEVERANCE
BALANCE SHEET
SEPTEMBER 30, 2022

CONSERVATION TRUST FUND

ASSETS

11-100000	CASH - COMBINED FUND	106,001	
	TOTAL ASSETS		106,001

LIABILITIES AND EQUITY

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
11-290000	FUND BALANCE	52,486	
	REVENUE OVER EXPENDITURES - YTD	53,515	
	BALANCE - CURRENT DATE	106,001	
	TOTAL FUND EQUITY		106,001
	TOTAL LIABILITIES AND EQUITY		106,001

TOWN OF SEVERANCE
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2022

CONSERVATION TRUST FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
REVENUE						
	<u>INTERGOVERNMENTAL</u>					
11-33-5900	COLORADO LOTTERY	23,541	75,274		(75,274)	.0
	TOTAL INTERGOVERNMENTAL	23,541	75,274		(75,274)	.0
	<u>MISCELLANEOUS</u>					
11-36-3500	INTEREST AND DIVIDENDS	126	406		(406)	.0
11-36-3550	CHANGE IN MARKET VALUE	(562)	(2,020)		2,020	.0
	TOTAL MISCELLANEOUS	(436)	(1,614)		1,614	.0
	TOTAL FUND REVENUE	23,105	73,659		(73,659)	.0
EXPENDITURES						
	<u>TRANSFERS TO OTHER FUNDS</u>					
11-90-9010	TRANSFERS TO OTHER FUNDS		20,144		(20,144)	.0
	TOTAL TRANSFERS TO OTHER FUNDS		20,144		(20,144)	.0
	TOTAL FUND EXPENDITURES		20,144		(20,144)	.0
	NET REVENUE OVER EXPENDITURES	23,105	53,515		(53,515)	.0

TOWN OF SEVERANCE
BALANCE SHEET
SEPTEMBER 30, 2022

TRANSPORTATION FUND

<u>ASSETS</u>			
12-100000	CASH - COMBINED FUND	3,251,805	
	TOTAL ASSETS		3,251,805
<u>LIABILITIES AND EQUITY</u>			
<u>LIABILITIES</u>			
12-202000	ACCOUNTS PAYABLE	18,736	
	TOTAL LIABILITIES		18,736
<u>FUND EQUITY</u>			
UNAPPROPRIATED FUND BALANCE:			
12-290000	FUND BALANCE	3,615,070	
	REVENUE OVER EXPENDITURES - YTD	(382,001)	
	BALANCE - CURRENT DATE	3,233,069	
	TOTAL FUND EQUITY		3,233,069
	TOTAL LIABILITIES AND EQUITY		3,251,805

TOWN OF SEVERANCE
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2022

TRANSPORTATION FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
REVENUE						
	<u>IMPACT FEES</u>					
12-34-3000	ROAD INFRASTRUCTURE FEE	45,410	427,936		(427,936)	.0
	TOTAL IMPACT FEES	45,410	427,936		(427,936)	.0
	<u>MISCELLANEOUS</u>					
12-36-3500	INTEREST AND DIVIDENDS	4,931	18,319		(18,319)	.0
12-36-3550	CHANGE IN MARKET VALUE	(21,404)	(91,148)		91,148	.0
	TOTAL MISCELLANEOUS	(16,472)	(72,829)		72,829	.0
	TOTAL FUND REVENUE	28,938	355,107		(355,107)	.0
EXPENDITURES						
	<u>STREETS CAPITAL OUTLAY</u>					
12-61-7400	OVERLAYS AND CHIPSEALS	16,275	560,859	600,000	39,141	93.5
12-61-7800	MASTER PLAN		1,054		(1,054)	.0
	TOTAL STREETS CAPITAL OUTLAY	16,275	561,913	600,000	38,087	93.7
	<u>CR 74 IMPROVEMENTS PROJECT</u>					
12-83-2100	LEGAL FEES		312		(312)	.0
12-83-2400	ENGINEERING	45,421	174,884	100,000	(74,884)	174.9
12-83-7500	CONSTRUCTION			3,041,000	3,041,000	.0
	TOTAL CR 74 IMPROVEMENTS PROJECT	45,421	175,196	3,141,000	2,965,804	5.6
	TOTAL FUND EXPENDITURES	61,696	737,108	3,741,000	3,003,892	19.7
	NET REVENUE OVER EXPENDITURES	(32,758)	(382,001)	(3,741,000)	(3,358,999)	(10.2)

TOWN OF SEVERANCE
BALANCE SHEET
SEPTEMBER 30, 2022

PARKS FUND

<u>ASSETS</u>			
13-100000	CASH - COMBINED FUND	191,585	
	TOTAL ASSETS		191,585
<u>LIABILITIES AND EQUITY</u>			
<u>FUND EQUITY</u>			
UNAPPROPRIATED FUND BALANCE:			
13-290000	FUND BALANCE	327,892	
	REVENUE OVER EXPENDITURES - YTD	(136,306)	
	BALANCE - CURRENT DATE	191,585	
	TOTAL FUND EQUITY		191,585
	TOTAL LIABILITIES AND EQUITY		191,585

TOWN OF SEVERANCE
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2022

PARKS FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
REVENUE						
	<u>IMPACT FEES</u>					
13-34-7400	PARKS FEES	27,840	221,120		(221,120)	.0
	TOTAL IMPACT FEES	27,840	221,120		(221,120)	.0
	<u>MISCELLANEOUS</u>					
13-36-3500	INTEREST AND DIVIDENDS	333	1,313		(1,313)	.0
13-36-3550	CHANGE IN MARKET VALUE	(1,427)	(6,531)		6,531	.0
	TOTAL MISCELLANEOUS	(1,094)	(5,219)		5,219	.0
	TOTAL FUND REVENUE	26,746	215,901		(215,901)	.0
EXPENDITURES						
	<u>TRANSFERS TO OTHER FUNDS</u>					
13-90-9010	TRANSFERS TO OTHER FUNDS		352,208		(352,208)	.0
	TOTAL TRANSFERS TO OTHER FUNDS		352,208		(352,208)	.0
	TOTAL FUND EXPENDITURES		352,208		(352,208)	.0
	NET REVENUE OVER EXPENDITURES	26,746	(136,306)		136,306	.0

TOWN OF SEVERANCE
BALANCE SHEET
SEPTEMBER 30, 2022

PUBLIC FACILITIES FUND

<u>ASSETS</u>			
14-100000	CASH – COMBINED FUND	1,112,268	
	TOTAL ASSETS		1,112,268
<u>LIABILITIES AND EQUITY</u>			
<u>FUND EQUITY</u>			
UNAPPROPRIATED FUND BALANCE:			
14-290000	FUND BALANCE	972,341	
	REVENUE OVER EXPENDITURES - YTD	139,926	
	BALANCE - CURRENT DATE	1,112,268	
	TOTAL FUND EQUITY		1,112,268
	TOTAL LIABILITIES AND EQUITY		1,112,268

TOWN OF SEVERANCE
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2022

PUBLIC FACILITIES FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
REVENUE						
	<u>IMPACT FEES</u>					
14-32-3000	PUBLIC FACILITIES IMPACT FEE	18,000	155,000		(155,000)	.0
	TOTAL IMPACT FEES	18,000	155,000		(155,000)	.0
	<u>MISCELLANEOUS</u>					
14-36-3500	INTEREST AND DIVIDENDS	1,238	3,791		(3,791)	.0
14-36-3550	CHANGE IN MARKET VALUE	(5,561)	(18,865)		18,865	.0
	TOTAL MISCELLANEOUS	(4,323)	(15,074)		15,074	.0
	TOTAL FUND REVENUE	13,677	139,926		(139,926)	.0
	NET REVENUE OVER EXPENDITURES	13,677	139,926		(139,926)	.0

TOWN OF SEVERANCE
BALANCE SHEET
SEPTEMBER 30, 2022

PUBLIC SAFETY FUND

<u>ASSETS</u>			
15-100000	CASH – COMBINED FUND	222,720	
	TOTAL ASSETS		222,720
<u>LIABILITIES AND EQUITY</u>			
<u>FUND EQUITY</u>			
UNAPPROPRIATED FUND BALANCE:			
15-290000	FUND BALANCE	148,858	
	REVENUE OVER EXPENDITURES - YTD	73,863	
	BALANCE - CURRENT DATE	222,720	
	TOTAL FUND EQUITY		222,720
	TOTAL LIABILITIES AND EQUITY		222,720

TOWN OF SEVERANCE
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2022

		PUBLIC SAFETY FUND				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
REVENUE						
<u>IMPACT FEES</u>						
15-32-3000	PUBLIC SAFETY IMPACT FEE	9,000	78,000		(78,000)	.0
	TOTAL IMPACT FEES	9,000	78,000		(78,000)	.0
<u>MISCELLANEOUS</u>						
15-36-3500	INTEREST AND DIVIDENDS	299	1,041		(1,041)	.0
15-36-3550	CHANGE IN MARKET VALUE	(1,314)	(5,178)		5,178	.0
	TOTAL MISCELLANEOUS	(1,015)	(4,137)		4,137	.0
	TOTAL FUND REVENUE	7,985	73,863		(73,863)	.0
	NET REVENUE OVER EXPENDITURES	7,985	73,863		(73,863)	.0

TOWN OF SEVERANCE
BALANCE SHEET
SEPTEMBER 30, 2022

WATER FUND

ASSETS

51-100000	CASH - COMBINED FUND	15,557,736	
51-115000	ACCOUNTS RECEIVABLE	210,725	
51-115005	PARTS INVENTORY	53,199	
51-162100	ACCUMULATED DEPRECIATION	(1,159,994)	
51-163000	WATER SYSTEM	7,769,490	
51-164000	EQUIPMENT	170,739	
51-165000	CONSTRUCTION IN PROGRESS	1,015,365	
51-166000	WATER RIGHTS	34,176,374	
51-167000	PURCHASE CAPACITY	3,398,850	
51-168000	BUILDINGS	163,907	
51-168500	NISP PROJECT	4,370,069	
	TOTAL ASSETS		65,726,460

LIABILITIES AND EQUITY

LIABILITIES

51-202000	ACCOUNTS PAYABLE	123,477	
51-212000	ACCRUED COMPENSATED ABSENCES	12,657	
51-222000	HYDRANT METER DEPOSITS	7,000	
	TOTAL LIABILITIES		143,134

FUND EQUITY

51-273000	CONTRIBUTED CAPITAL - DEVELOPM	6,848,000	
	UNAPPROPRIATED FUND BALANCE:		
51-290000	RETAINED EARNINGS	59,440,057	
	REVENUE OVER EXPENDITURES - YTD	(704,731)	
	BALANCE - CURRENT DATE	58,735,326	
	TOTAL FUND EQUITY		65,583,326
	TOTAL LIABILITIES AND EQUITY		65,726,460

TOWN OF SEVERANCE
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2022

WATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
REVENUE						
	<u>CHARGES FOR SERVICES</u>					
51-34-1000	WATER SALES- WATER BILLS	209,889	1,473,618	1,634,927	161,309	90.1
	TOTAL CHARGES FOR SERVICES	209,889	1,473,618	1,634,927	161,309	90.1
	<u>MISCELLANEOUS</u>					
51-36-2000	WATER PIT/METER SET FEE	2,182	89,018		(89,018)	.0
51-36-3500	INTEREST AND DIVIDENDS	25,434	97,784		(97,784)	.0
51-36-3550	CHANGE IN MARKET VALUE	(109,618)	(486,541)		486,541	.0
51-36-6500	WATER ACQUISITION FEE	1,250	667,500		(667,500)	.0
51-36-9900	OTHER REVENUES		1,676		(1,676)	.0
	TOTAL MISCELLANEOUS	(80,752)	369,436		(369,436)	.0
	<u>LOCAL PLANT INVESTMENT FEES</u>					
51-37-7150	LOCAL PLANT INVESTMENT FEE	24,400	1,159,000		(1,159,000)	.0
	TOTAL LOCAL PLANT INVESTMENT FEES	24,400	1,159,000		(1,159,000)	.0
	TOTAL FUND REVENUE	153,537	3,002,054	1,634,927	(1,367,127)	183.6
EXPENDITURES						
	<u>ADMINISTRATION</u>					
51-81-1100	REGULAR STAFF WAGES	6,419	15,366	19,383	4,017	79.3
51-81-1102	OVERTIME			200	200	.0
51-81-1104	RETIREMENT	157	425	581	156	73.2
51-81-1130	FICA/MEDICARE	491	1,176	1,483	307	79.3
51-81-1140	WORKERS COMPENSATION	141	573	40	(533)	1432.0
51-81-1150	UNEMPLOYMENT	13	31	58	27	53.0
51-81-1160	HEALTH & LIFE INSURANCE	379	3,412	4,536	1,124	75.2
51-81-1161	DISABILITY INSURANCE	34	310	408	98	76.1
51-81-3162	CC FEES	1,358	12,695	11,500	(1,195)	110.4
51-81-4330	COMPUTER SUPPORT AND MAINT	278	3,527	4,438	911	79.5
51-81-4345	MAILING SERVICE	551	5,665	7,500	1,835	75.5
	TOTAL ADMINISTRATION	9,821	43,181	50,127	6,946	86.1

TOWN OF SEVERANCE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2022

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>WATER OPERATIONS</u>					
51-82-1100 REGULAR STAFF WAGES	38,862	156,625	195,620	38,995	80.1
51-82-1102 OVERTIME	912	4,579	3,000	(1,579)	152.6
51-82-1104 RETIREMENT	1,075	5,331	6,537	1,206	81.6
51-82-1130 FICA/MEDICARE	3,010	11,843	14,965	3,122	79.1
51-82-1140 WORKERS COMPENSATION	1,338	5,441	4,125	(1,316)	131.9
51-82-1150 UNEMPLOYMENT	80	322	587	265	54.9
51-82-1160 HEALTH & LIFE INSURANCE	3,238	30,522	45,088	14,566	67.7
51-82-1161 DISABILITY INSURANCE	314	2,758	3,578	820	77.1
51-82-1162 INSURANCE DEDUCTIBLE REIMBURSE	50	250	2,750	2,500	9.1
51-82-2100 LEGAL FEES		12,317	23,500	11,183	52.4
51-82-2400 ENGINEERING			2,000	2,000	.0
51-82-2410 WATER SYSTEM IMPROVE. PERMIT			500	500	.0
51-82-2900 OTHER PROFESSIONAL FEES	750	7,454	25,000	17,546	29.8
51-82-3110 UTILITIES	2,100	11,230	22,000	10,770	51.0
51-82-3150 TELEPHONE	129	1,394	2,200	806	63.4
51-82-3173 REPAIRS & MAINTENANCE - EQUIPM	40	15,325	22,000	6,675	69.7
51-82-3177 VEHICLE REPAIRS & MAINTENANCE		3,251	6,000	2,749	54.2
51-82-3178 SYSTEM REPAIR & MAINTENANCE	1,280	4,917	30,000	25,083	16.4
51-82-3200 SAMPLING/TESTING	1,801	1,801	7,500	5,699	24.0
51-82-3810 DUES/MEMBERSHIPS/SUBSCRIPTIONS		450	1,500	1,050	30.0
51-82-3820 CONTINUING EDUCATION	745	1,684	2,450	766	68.7
51-82-3825 MEETING/MEALS/TRAVEL		40		(40)	.0
51-82-3990 OTHER SERVICES	287	3,787	15,000	11,213	25.2
51-82-4120 WATER SYSTEM SUPPLIES			15,000	15,000	.0
51-82-4130 METER SET SUPPLIES	6,753	78,554		(78,554)	.0
51-82-4520 VEHICLE FUEL	894	9,509	13,000	3,491	73.2
51-82-4810 UNIFORMS		70	350	280	20.0
51-82-4990 MISCELLANEOUS SUPPLIES	188	6,138	10,000	3,862	61.4
51-82-4995 WATER TREATMENT & DISTRIBUTION	87,575	591,555	1,000,000	408,445	59.2
51-82-4996 AUGMENTATION PUMPING FEE			1,500	1,500	.0
51-82-4997 WATER SHARE ASSESSMENTS	66,574	82,859	120,000	37,141	69.1
51-82-7990 OTHER SMALL EQUIPMENT	7,450	7,450		(7,450)	.0
51-82-8000 LEASE PAYMENT			6,148	6,148	.0
51-82-8200 ADMIN OVERHEAD ALLOCATION	10,873	85,278	105,572	20,294	80.8
TOTAL WATER OPERATIONS	236,319	1,142,734	1,707,470	564,736	66.9
<u>WATER CAPITAL</u>					
51-83-2100 LEGAL FEES		1,569		(1,569)	.0
51-83-2400 ENGINEERING	15,977	30,386	161,653	131,267	18.8
51-83-7500 CONSTRUCTION	(800)		5,950,000	5,950,000	.0
51-83-7545 BUILDING/STRUCTURE			400,000	400,000	.0
51-83-7550 VEHICLES			7,500	7,500	.0
51-83-7562 WATER AQUISION		3,192		(3,192)	.0
51-83-7565 SYSTEM IMPROVEMENTS		13,507	289,708	276,202	4.7
51-83-7750 ROW			94,500	94,500	.0
TOTAL WATER CAPITAL	15,177	48,653	6,903,361	6,854,709	.7

TOWN OF SEVERANCE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2022

WATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>LOCAL PLANT INVESTMENT EXPENSE</u>					
51-84-2100	LEGAL FEES	78	1,346		(1,346)	.0
51-84-7530	PROFESSIONAL SERVICES	8,353	39,274	15,738	(23,536)	249.6
51-84-7540	NORTHERN INTEGRATED SUPPLY		950,000	1,000,000	50,000	95.0
	TOTAL LOCAL PLANT INVESTMENT EXPENS	8,431	990,619	1,015,738	25,119	97.5
	<u>OTHER PLANT INVESTMENT EXPENSE</u>					
51-85-2100	LEGAL FEES		78		(78)	.0
51-85-4996	OTHER PLANT INVESTMENT EXPENSE		1,481,211	2,200,000	718,789	67.3
	TOTAL OTHER PLANT INVESTMENT EXPEN		1,481,289	2,200,000	718,711	67.3
	<u>TRANSFERS TO OTHER FUNDS</u>					
51-90-9010	TRANSFERS TO OTHER FUNDS		310		(310)	.0
	TOTAL TRANSFERS TO OTHER FUNDS		310		(310)	.0
	TOTAL FUND EXPENDITURES	269,748	3,706,785	11,876,696	8,169,911	31.2
	NET REVENUE OVER EXPENDITURES	(116,210)	(704,731)	(10,241,769)	(9,537,038)	(6.9)

TOWN OF SEVERANCE
BALANCE SHEET
SEPTEMBER 30, 2022

WASTEWATER FUND

ASSETS

52-100000	CASH - COMBINED FUND	11,606,682	
52-115000	ACCOUNTS RECEIVABLE	96,958	
52-115002	MISCELLANEOUS RECEIVABLE	246,255	
52-162100	ACCUMULATED DEPRECIATION	(2,927,732)	
52-163000	SEWER SYSTEM	14,642,898	
52-164000	EQUIPMENT	162,088	
52-165000	CONSTRUCTION IN PROGRESS	617,710	
52-168000	BUILDINGS	69,807	
	TOTAL ASSETS		24,514,666

LIABILITIES AND EQUITY

LIABILITIES

52-202000	ACCOUNTS PAYABLE	27,601	
52-212000	ACCRUED COMPENSATED ABSENCES	12,213	
	TOTAL LIABILITIES		39,814

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
52-290000	RETAINED EARNINGS	23,594,252	
	REVENUE OVER EXPENDITURES - YTD	880,600	
	BALANCE - CURRENT DATE	24,474,853	
	TOTAL FUND EQUITY		24,474,853
	TOTAL LIABILITIES AND EQUITY		24,514,666

TOWN OF SEVERANCE
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2022

WASTEWATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
REVENUE						
	<u>CHARGES FOR SERVICES</u>					
52-34-1000	WASTEWATER TREATMENT FEES	97,153	862,722	1,050,261	187,539	82.1
	TOTAL CHARGES FOR SERVICES	97,153	862,722	1,050,261	187,539	82.1
	<u>MISCELLANEOUS</u>					
52-36-3500	INTEREST AND DIVIDENDS	16,817	61,061		(61,061)	.0
52-36-3550	CHANGE IN MARKET VALUE	(73,320)	(303,819)		303,819	.0
	TOTAL MISCELLANEOUS	(56,504)	(242,758)		242,758	.0
	<u>WASTEWATER PLANT INVEST. FEE</u>					
52-38-7100	WASTEWATER PLANT INVEST. FEE	117,000	890,588		(890,588)	.0
	TOTAL WASTEWATER PLANT INVEST. FEE	117,000	890,588		(890,588)	.0
	TOTAL FUND REVENUE	157,650	1,510,552	1,050,261	(460,291)	143.8
EXPENDITURES						
	<u>WASTEWATER ADMINISTRATION</u>					
52-81-1100	REGULAR STAFF WAGES	657	9,604	12,115	2,511	79.3
52-81-1102	OVERTIME			125	125	.0
52-81-1104	RETIREMENT	(3)	266	363	97	73.2
52-81-1130	FICA/MEDICARE	50	735	927	192	79.3
52-81-1140	WORKERS COMPENSATION	141	573	25	(548)	2291.1
52-81-1150	UNEMPLOYMENT	1	19	36	17	53.4
52-81-1160	HEALTH & LIFE INSURANCE	237	2,133	2,835	702	75.2
52-81-1161	DISABILITY INSURANCE	22	194	255	61	76.1
52-81-1162	INSURANCE DEDUCTIBLE REIMBURSE			250	250	.0
52-81-3162	CC FEES	1,358	12,695	13,000	305	97.7
52-81-4330	COMPUTER SUPPORT AND MAINT	278	3,527	4,438	911	79.5
52-81-4345	MAILING SERVICE	551	4,601	6,800	2,199	67.7
52-81-5500	BAD DEBTS		92		(92)	.0
	TOTAL WASTEWATER ADMINISTRATION	3,292	34,438	41,169	6,731	83.7

TOWN OF SEVERANCE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2022

WASTEWATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>WASTEWATER OPERATIONS</u>					
52-82-1100 REGULAR STAFF WAGES	38,862	156,625	195,620	38,995	80.1
52-82-1102 OVERTIME	912	4,579	3,000	(1,579)	152.6
52-82-1104 RETIREMENT	1,075	5,330	6,537	1,207	81.5
52-82-1130 FICA/MEDICARE	3,010	11,843	14,965	3,122	79.1
52-82-1140 WORKERS COMPENSATION	1,268	5,155	4,125	(1,030)	125.0
52-82-1150 UNEMPLOYMENT	80	322	587	265	54.8
52-82-1160 HEALTH & LIFE INSURANCE	3,238	30,522	45,088	14,566	67.7
52-82-1161 DISABILITY INSURANCE	314	2,758	3,578	820	77.1
52-82-1162 INSURANCE DEDUCTIBLE REIMBURSE	50	250	2,750	2,500	9.1
52-82-2400 ENGINEERING			5,000	5,000	.0
52-82-2410 DISCHARGE PERMIT FEES		490	1,400	910	35.0
52-82-2900 OTHER PROFESSIONAL FEES	750	8,430	50,000	41,570	16.9
52-82-3110 UTILITIES	9,462	37,243	45,000	7,757	82.8
52-82-3150 TELEPHONE	125	1,357	2,000	643	67.9
52-82-3173 REPAIRS & MAINTENANCE - EQUIPM		15,958	23,000	7,042	69.4
52-82-3177 VEHICLE REPAIRS & MAINTENANCE		390	2,000	1,610	19.5
52-82-3178 SYSTEM REPAIR & MAINTENANCE	1,018	31,479	50,000	18,521	63.0
52-82-3200 SAMPLING/TESTING	(800)	3,329	10,500	7,172	31.7
52-82-3290 OTHER TREATMENT COSTS	13,281	121,177	175,000	53,823	69.2
52-82-3810 DUES/MEMBERSHIPS/SUBSCRIPTIONS		1,000		(1,000)	.0
52-82-3820 CONTINUING EDUCATION	85	166	2,000	1,834	8.3
52-82-3990 OTHER SERVICES	287	287	5,000	4,713	5.7
52-82-4120 SYSTEM SUPPLIES	2,171	7,470	20,000	12,530	37.4
52-82-4520 VEHICLE FUEL	894	9,391	12,000	2,609	78.3
52-82-4810 UNIFORMS		254	350	96	72.5
52-82-4990 MISCELLANEOUS SUPPLIES	224	2,825	15,000	12,175	18.8
52-82-8200 ADMIN OVERHEAD ALLOCATION	10,353	81,203	100,545	19,342	80.8
TOTAL WASTEWATER OPERATIONS	86,658	539,829	795,045	255,216	67.9
<u>WASTEWATER CAPITAL</u>					
52-83-7500 CONSTRUCTION	(800)				.0
52-83-7550 VEHICLES			7,500	7,500	.0
52-83-7575 COLLECTION LINES		48,750	57,000	8,250	85.5
TOTAL WASTEWATER CAPITAL	(800)	48,750	64,500	15,750	75.6
<u>WASTEWATER INVESTMENT EXPENSE</u>					
52-84-2100 LEGAL FEES	20	2,050	4,000	1,950	51.3
52-84-7530 PROFESSIONAL SERVICES	1,244	4,878	67,064	62,186	7.3
52-84-7570 WINDSOR/SEV. SEWER PROJECT			500,000	500,000	.0
TOTAL WASTEWATER INVESTMENT EXPEN	1,264	6,928	571,064	564,136	1.2

TOWN OF SEVERANCE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2022

WASTEWATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TRANSFERS TO OTHER FUNDS</u>					
52-90-9010 TRANSFERS TO OTHER FUNDS		7		(7)	.0
TOTAL TRANSFERS TO OTHER FUNDS		7		(7)	.0
 TOTAL FUND EXPENDITURES	 90,414	 629,952	 1,471,778	 841,826	 42.8
 NET REVENUE OVER EXPENDITURES	 67,236	 880,600	 (421,517)	 (1,302,117)	 208.9

TOWN OF SEVERANCE
BALANCE SHEET
SEPTEMBER 30, 2022

STORMWATER FUND

ASSETS

53-100000	CASH - COMBINED FUND	1,300,146	
53-115000	ACCOUNTS RECEIVABLE	16,065	
53-162100	ACCUMULATED DEPRECIATION	(464,442)	
53-163000	STORM DRAINAGE SYSTEM	6,542,918	
53-164000	VEHICLES & EQUIPMENT	6,032	
53-165000	CONSTRUCTION IN PROGRESS	1,844,110	
	TOTAL ASSETS		9,244,830

LIABILITIES AND EQUITY

LIABILITIES

53-202000	ACCOUNTS PAYABLE	641	
53-212000	ACCRUED COMPENSATED ABSENCES	5,329	
	TOTAL LIABILITIES		5,970

FUND EQUITY

53-273000	CONTRIBUTED CAPITAL	4,113,680	
	UNAPPROPRIATED FUND BALANCE:		
53-290000	RETAINED EARNINGS	5,108,156	
	REVENUE OVER EXPENDITURES - YTD	17,024	
	BALANCE - CURRENT DATE	5,125,180	
	TOTAL FUND EQUITY		9,238,860
	TOTAL LIABILITIES AND EQUITY		9,244,830

TOWN OF SEVERANCE
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2022

STORMWATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
REVENUE						
	<u>STORMWATER SYSTEM INVEST. FEE</u>					
53-32-3000	STORMWATER / DRAINAGE FEE	18,000	155,000		(155,000)	.0
	TOTAL STORMWATER SYSTEM INVEST. FEE	18,000	155,000		(155,000)	.0
	<u>CHARGES FOR SERVICES</u>					
53-34-1000	STORMWATER FEES	15,725	138,919	158,750	19,831	87.5
	TOTAL CHARGES FOR SERVICES	15,725	138,919	158,750	19,831	87.5
	<u>MISCELLANEOUS</u>					
53-36-3500	INTEREST AND DIVIDENDS	1,918	7,028		(7,028)	.0
53-36-3550	CHANGE IN MARKET VALUE	(8,347)	(34,971)		34,971	.0
	TOTAL MISCELLANEOUS	(6,429)	(27,943)		27,943	.0
	<u>TRANSFERS FROM OTHER FUNDS</u>					
53-39-1000	TRANSFERS FROM OTHER FUNDS		2,134		(2,134)	.0
	TOTAL TRANSFERS FROM OTHER FUNDS		2,134		(2,134)	.0
	TOTAL FUND REVENUE	27,295	268,110	158,750	(109,360)	168.9
EXPENDITURES						
	<u>ADMINISTRATION</u>					
53-81-1100	REGULAR STAFF WAGES	(202)	5,762	8,269	2,507	69.7
53-81-1102	OVERTIME			75	75	.0
53-81-1104	RETIREMENT	(20)	159	218	59	73.1
53-81-1130	FICA/MEDICARE	(15)	441	556	115	79.3
53-81-1140	WORKERS COMPENSATION	94	382	15	(367)	2545.5
53-81-1150	UNEMPLOYMENT		12	22	10	52.4
53-81-1160	HEALTH & LIFE INSURANCE	142	1,280	1,701	421	75.2
53-81-1161	DISABILITY INSURANCE	13	116	153	37	76.1
53-81-1162	INSURANCE DEDUCTIBLE REIMBURSE			150	150	.0
53-81-4330	COMPUTER SUPPORT AND MAINT	278	3,527	4,800	1,273	73.5
53-81-5500	BAD DEBTS		2		(2)	.0
	TOTAL ADMINISTRATION	290	11,681	15,959	4,278	73.2

TOWN OF SEVERANCE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2022

STORMWATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>STORMWATER OPERATIONS</u>					
53-82-1100 REGULAR STAFF WAGES	14,605	38,742	57,114	18,372	67.8
53-82-1102 OVERTIME	404	1,063	1,000	(63)	106.3
53-82-1104 RETIREMENT	396	1,132	1,743	611	64.9
53-82-1130 FICA/MEDICARE	1,112	2,910	4,446	1,536	65.4
53-82-1140 WORKERS COMPENSATION	376	1,527	1,275	(252)	119.8
53-82-1150 UNEMPLOYMENT	30	79	174	95	45.3
53-82-1160 HEALTH & LIFE INSURANCE	2,746	10,112	13,598	3,486	74.4
53-82-1161 DISABILITY INSURANCE	127	826	1,050	224	78.7
53-82-1162 INSURANCE DEDUCTIBLE REIMBURSE	50	250	850	600	29.4
53-82-3110 UTILITIES	(142)				.0
53-82-3150 TELEPHONE	40	269	750	481	35.9
53-82-3173 REPAIRS & MAINTENANCE - EQUIPM		8,495	14,000	5,505	60.7
53-82-3177 VEHICLE REPAIRS & MAINTENANCE		198	1,500	1,302	13.2
53-82-3178 SYSTEM REPAIR & MAINTENANCE			5,000	5,000	.0
53-82-3990 OTHER SERVICES		350	5,000	4,650	7.0
53-82-4330 COMPUTER SUPPORT & MAINTENANCE			4,437	4,437	.0
53-82-4520 VEHICLE FUEL	85	1,341	2,000	659	67.1
53-82-4810 UNIFORMS		10		(10)	.0
53-82-8200 ADMIN OVERHEAD ALLOCATION	3,455	27,101	33,515	6,414	80.9
TOTAL STORMWATER OPERATIONS	23,284	94,404	147,452	53,048	64.0
<u>STORMWATER CAPITAL</u>					
53-83-1100 REGULAR STAFF WAGES			16,377	16,377	.0
53-83-1104 RETIREMENT 457			491	491	.0
53-83-1130 FICA/MEDICARE			1,252	1,252	.0
53-83-1140 WORKERS COMPENSATION			110	110	.0
53-83-1150 UNEMPLOYMENT			49	49	.0
53-83-1160 HEALTH & LIFE INSURANCE			2,268	2,268	.0
53-83-1161 DISABILITY INSURANCE			276	276	.0
53-83-1162 INSURANCE DEDUCTIBLE REIMBURSE			200	200	.0
53-83-2100 LEGAL FEES		39		(39)	.0
53-83-2400 ENGINEERING		24,611	103,798	79,188	23.7
53-83-7500 CONSTRUCTION	142	120,353	921,476	801,123	13.1
53-83-7750 ROW			55,000	55,000	.0
TOTAL STORMWATER CAPITAL	142	145,002	1,101,297	956,295	13.2
TOTAL FUND EXPENDITURES	23,716	251,087	1,264,708	1,013,621	19.9
NET REVENUE OVER EXPENDITURES	3,580	17,024	(1,105,958)	(1,122,982)	1.5

TOWN OF SEVERANCE
BALANCE SHEET
SEPTEMBER 30, 2022

CAPITAL PROJECTS

ASSETS

75-100000	CASH – COMBINED FUND	(	4,241)	
	TOTAL ASSETS		(	4,241)

LIABILITIES AND EQUITY

LIABILITIES

75-202000	ACCOUNTS PAYABLE		7,911	
75-205000	RETAINAGE PAYABLE		44,001	
	TOTAL LIABILITIES			51,912

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:			
75-290000	FUND BALANCE		2,600	
	REVENUE OVER EXPENDITURES - YTD	(	58,753)	
	BALANCE - CURRENT DATE	(	56,153)	
	TOTAL FUND EQUITY		(	56,153)
	TOTAL LIABILITIES AND EQUITY		(	4,241)

TOWN OF SEVERANCE
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2022

		CAPITAL PROJECTS				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
REVENUE						
<u>TRANSFERS FROM OTHER FUNDS</u>						
75-39-1000	TRANSFERS FROM OTHER FUNDS		714,384		(714,384)	.0
	TOTAL TRANSFERS FROM OTHER FUNDS		714,384		(714,384)	.0
	TOTAL FUND REVENUE		714,384		(714,384)	.0
EXPENDITURES						
<u>OVERHEAD</u>						
75-64-7000	CAPITAL OUTLAY	(2,859)	37,291	351,521	314,230	10.6
	TOTAL OVERHEAD	(2,859)	37,291	351,521	314,230	10.6
<u>CAPITAL OUTLAY</u>						
75-65-2100	LEGAL FEES	117	1,209		(1,209)	.0
75-65-2400	ENGINEERING	7,279	31,081	15,642	(15,439)	198.7
75-65-7500	CONSTRUCTION	26,228	685,056	1,720,181	1,035,125	39.8
75-65-7750	ROW		18,500		(18,500)	.0
	TOTAL CAPITAL OUTLAY	33,624	735,846	1,735,823	999,977	42.4
<u>CAPITAL</u>						
75-83-1100	REGULAR STAFF WAGES			24,564	24,564	.0
75-83-1104	RETIREMENT 457			736	736	.0
75-83-1130	FICA/MEDICARE			1,879	1,879	.0
75-83-1140	WORKERS COMPENSATION			165	165	.0
75-83-1150	UNEMPLOYMENT			73	73	.0
75-83-1160	HEALTH & LIFE INSURANCE			3,402	3,402	.0
75-83-1161	DISABILITY INSURANCE			414	414	.0
75-83-1162	INSURANCE DEDUCTIBLE REIMBURSE			300	300	.0
	TOTAL CAPITAL			31,533	31,533	.0
	TOTAL FUND EXPENDITURES	30,765	773,137	2,118,877	1,345,740	36.5
	NET REVENUE OVER EXPENDITURES	(30,765)	(58,753)	(2,118,877)	(2,060,124)	(2.8)

TOWN OF SEVERANCE
BALANCE SHEET
SEPTEMBER 30, 2022

GENERAL FIXED ASSET GROUP

ASSETS

80-160000	CONSTRUCTION IN PROGRESS	8,627,468	
80-161000	LAND	1,974,417	
80-162000	BUILDINGS	1,485,416	
80-163000	IMPROVEMENTS OTHER THAN BUILDI	25,733,637	
80-164000	MACHINERY AND EQUIPMENT	899,455	
80-165000	VEHICLES	751,003	
80-169999	ACCUMULATED DEPRECIATION	(5,391,643)	
TOTAL ASSETS			34,079,753

LIABILITIES AND EQUITY

FUND EQUITY

80-280000	INVESTMENTS IN FIXED ASSETS	34,079,753	
TOTAL FUND EQUITY			34,079,753
TOTAL LIABILITIES AND EQUITY			34,079,753

TOWN OF SEVERANCE
BALANCE SHEET
SEPTEMBER 30, 2022

GENERAL LONG-TERM DEBT GROUP

ASSETS

90-170000	AMOUNT TO BE PROVIDED	110,126	
	TOTAL ASSETS		110,126

LIABILITIES AND EQUITY

LIABILITIES

90-250000	ACCRUED LEAVE	107,475	
90-252000	CAPITAL LEASE PAYABLE	2,651	
	TOTAL LIABILITIES		110,126
	TOTAL LIABILITIES AND EQUITY		110,126

Severance Municipal Court

Karina Gomez, Court Clerk

October 2022



Court Outcome

- The court docket for October had forty-two defendants set for court on October 5, 2022. Thirteen of those defendants either turned in a class or paid before the court day and pleaded guilty to the original charge. On October 5, the docket had twenty-nine defendants; twenty-three of those defendants were appearing for the first time. Six of those cases continued to October from a previous court date. Five defendants failed to appear in court. After court, one case is pending being submitted to collections, and the town prosecutor dismissed one citation.
- The October docket had twenty-three speeding tickets/unsafe vehicles; two stop sign violations. We had zero parking violations, six disorderly conduct offenses, six minors in possession, and zero animal violations.
- Total collected amount for the month of October was \$3,594.00 and \$1,067 pending through payment plans. \$1,195 was paid for a restitution case.

FTA	FAILURE TO APPEAR
MTC	MOTOR TRAFFIC CODE
P/G	PLEAD GUILTY
SMC	SEVERANCE MUNICIPAL COURT
MIP	MINOR IN POSSESSION

SPEEDING/ UNSAFE VEHICLE	23
STOP SIGNS	2
ANIMALS	0
PARKING	0
DISORDERLY CONDUCT	6
MIP	6

NEW/FIRST APPEARANCE	23
PENDING COLLECTIONS	1
FTA	5
PAID BEFORE COURT	13
CONTINUED FROM A PREVIOUS COURT	6
DISMISSED	1

CITATION NUMBER	ORIGINAL CHARGE	NEW CHARGE- DISMISSED
D1457	MTC 703(3) FAILED TO STOP FOR STOP SIGN	P/G TO A LESSER CHARGE: MTC 202(1) DEFECTIVE VEHICLE (2 POINTS) \$200
D1752	MTC 1101 SPEEDING 10-19 OVER (WAITING FOR PAYMENT ONLY \$200)	FTA & COMPLY- SENT LETTER NEW COURT DATE 11/2/22
D2506J	10-7-30 ILLEGAL POSSESSION OR CONSUMPTION OF ALCOHOLIC BEVERAGES, MARIJUANA OR OTHER SUBSTANCE BY AN UNDERAGE PERSON	P/G TO 10-7-30 MARIJUANA - DEFERRED SENTENCE FOR 12 MONTHS. 24 HOURS OF COMMUNITY SERVICE AND SUBSTANCE ABUSE CLASS - \$55
D2504J	10-7-30 ILLEGAL POSSESSION OR CONSUMPTION OF ALCOHOLIC BEVERAGES, MARIJUANA OR OTHER SUBSTANCE BY AN UNDERAGE PERSON	P/G TO 10-7-30 MARIJUANA - DEFERRED SENTENCE FOR 12 MONTHS. 24 HOURS OF COMMUNITY SERVICE AND SUBSTANCE ABUSE CLASS - \$55
D1897	MTC 1101 SPEEDING 10-19 OVER	P/G TO A LESSER CHARGE: MTC1101 (3) TOO FAST FOR CONDITION (3 POINTS) \$350
D1719	MTC 1101 SPEEDING 10-19 OVER	P/G TO A LESSER CHARGE: MTC 205 DEFECTIVE HEADLIGHT (1 POINT) - \$200 DUE 11/2/22
D1880	MTC 1101(7) SPEEDING 25-39 OVER - FTA 9/7	FTA - PENDING ARREST WARRANT LETTER SENT
D2503	10-7-30 ILLEGAL POSSESSION OR CONSUMPTION OF ALCOHOLIC BEVERAGES, MARIJUANA OR OTHER SUBSTANCE BY AN UNDERAGE PERSON	P/G TO 10-7-30 MARIJUANA - DEFERRED SENTENCE FOR 12 MONTHS. 24 HOURS OF COMMUNITY SERVICE AND SUBSTANCE ABUSE CLASS - \$55
D1915	42-3121(1)(A) - FAILED TO DISPLAY VAILD REGISTRATION	FTA - SENT LETTER NEW COURT DATE 11/2/22
D1722J	10-5-10 DISORDERLY CONDUCT	P/G TO 10-5-10 DISORDERLY CONDUCT- DEFERRED SENTENCE FOR 12 MONTHS. 24 HOURS OF COMMUNITY SERVICE AND YOUTH CONFLICT CLASS - \$25
D2508J	10-7-30 ILLEGAL POSSESSION OR CONSUMPTION OF ALCOHOLIC BEVERAGES, MARIJUANA OR OTHER SUBSTANCE BY AN UNDERAGE PERSON	P/G TO 10-7-30 MARIJUANA - DEFERRED SENTENCE FOR 12 MONTHS. 24 HOURS OF COMMUNITY SERVICE AND SUBSTANCE ABUSE CLASS - \$55
D1935	MTC 1101 SPEEDING 10-19 OVER	P/G TO A LESSER CHARGE: MTC 205 DEFECTIVE HEADLIGHT (1 POINT) - \$200
D1723J	10-5-10 DISORDERLY CONDUCT	P/G TO 10-5-10 DISORDERLY CONDUCT- DEFERRED SENTENCE FOR 12 MONTHS. 24 HOURS OF COMMUNITY SERVICE AND YOUTH CONFLICT CLASS - \$55
D1718	MTC 1101 SPEEDING 20-24	FTA - SENT LETTER NEW COURT DATE 11/2/22
D2501J	10-7-30 ILLEGAL POSSESSION OR CONSUMPTION OF ALCOHOLIC BEVERAGES, MARIJUANA OR OTHER SUBSTANCE BY AN UNDERAGE PERSON	P/G TO 10-7-30 MARIJUANA - DEFERRED SENTENCE FOR 12 MONTHS. 24 HOURS OF COMMUNITY SERVICE AND SUBSTANCE ABUSE CLASS - \$55
D1649J	10-5-10 DISORDERLY CONDUCT	P/G TO 10-5-10 DISORDERLY CONDUCT- DEFERRED SENTENCE FOR 12 MONTHS. 24 HOURS OF COMMUNITY SERVICE AND YOUTH CONFLICT CLASS - \$55
D1898	MTC 1401(1) - \$400 DUE	CONTINUED COURT TO NOVEMBER 2ND - \$450 DUE
D1724	MTC 1101(7) SPEEDING 25-39 OVER	P/G TO A LESSER CHARGE: MTC 1101(3) TOO FAST FOR CONDITION (3 POINTS) & ALIVE @ 25 CLASS DUE 1/4/23 - \$350
D14008	MTC 205 DEFECTIVE HEADLIGHT	PAYMENT PLAN - PAYMENT OF \$67
D2507J	10-7-30 ILLEGAL POSSESSION OR CONSUMPTION OF ALCOHOLIC BEVERAGES, MARIJUANA OR OTHER SUBSTANCE BY AN UNDERAGE PERSON	P/G TO 10-7-30 MARIJUANA - DEFERRED SENTENCE FOR 12 MONTHS. 24 HOURS OF COMMUNITY SERVICE AND SUBSTANCE ABUSE CLASS - \$55
D1345	MTC 1101(7) - SPEEDING 25-39 OVER: MTC 1409 - COMPULSORY INSURANCE: MTC 1402 - PAYMENT DUE	SENT TO COLLECTION - \$350
D1451J	10-5-10 DISORDERLY CONDUCT	P/G TO 10-5-10 DISORDERLY CONDUCT- DEFERRED SENTENCE FOR 12 MONTHS. 24 HOURS OF COMMUNITY SERVICE AND YOUTH CONFLICT CLASS - \$55
D2001J	42-4-116(1)(A) MINOR DRIVER OPERATED MOTOR VEH W/ UNAUTHORIZED PASSENGER	P/G TO ORIGINAL CHARGE: 2 POINTS - \$100
D1714J	42-4-1409(3) FAILED TO PRESENT EVIDENCE OF INSURANCE: MTC 1402 CARELESS DRIVING	CONTINUED COURT DUE TO NPOI LETTER NEEDED BY PROSECUTOR 11/2/22
D1453J	10-5-10 DISORDERLY CONDUCT	P/G TO 10-5-10 DISORDERLY CONDUCT- DEFERRED SENTENCE FOR 12 MONTHS. 24 HOURS OF COMMUNITY SERVICE AND YOUTH CONFLICT CLASS - \$55
D1928	MTC 1103(3) TOO FAST FOR CONDITIONS	FTA - SENT LETTER NEW COURT DATE 11/2/22
D1452J	10-5-10 DISORDERLY CONDUCT	P/G TO 10-5-10 DISORDERLY CONDUCT- DEFERRED SENTENCE FOR 12 MONTHS. 24 HOURS OF COMMUNITY SERVICE AND YOUTH CONFLICT CLASS - \$55
D1938	MTC 703(3) FAILED TO STOP FOR STOP SIGN: MTC 1409 COMPULSORY INSURANCE	DISMISSED PER SEVERANCE CHIEF OF POLICE
D1939J	MTC 1101 SPEEDING 10-19 OVER: MTC 1409 COMPULSORY INSURANCE	CONTINUED COURT DUE TO NPOI LETTER NEEDED BY PROSECUTOR 11/2/22

CITATION NUMBER	CASES PAID PRIOR TO COURT:	PAID:
D1721	MTC 1101 SPEEDING 10-19 OVER	\$200
D2004	MTC 1101 SPEEDING 10-19 OVER	\$170
D2050	MTC 1101 SPEEDING 10-19 OVER	\$170
D2003	MTC 1101 SPEEDING 10-19 OVER	\$170
D1717	MTC 1101 SPEEDING 10-19 OVER	\$170
D1720	MTC 1101 SPEEDING 10-19 OVER	\$170
D1424	MTC 1101 SPEEDING 10-19 OVER	\$170
D1933	MTC 1101(3) TOO FAST FOR CONDITIONS	\$350
D1929	MTC 1101(3) TOO FAST FOR CONDITIONS	\$350
D1647	MTC 205 DEFECTIVE HEADLIGHT	\$150
D1293	RESTITUTION PAYMENT	\$1,195
D200	MTC 1101 SPEEDING 10-19 OVER	\$170
D1940	MTC 1402(2) CARELESS DRIVING	\$170

Finance Director Report

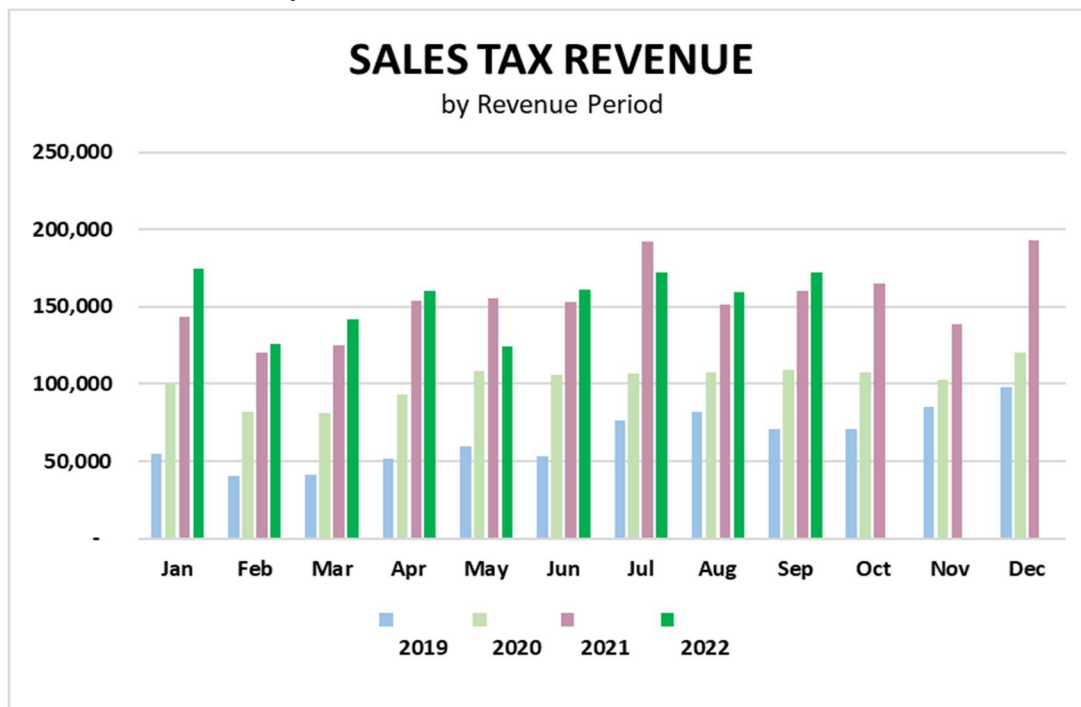
Nancy E. Mueller, CPA
October 10, 2022



Sales Tax Revenues

Total sales tax revenues year to date for 2022 are fairly level with 2021. September sales tax revenue ("August Shopping") was 7.5% higher than September of 2021 and 58% higher than September of 2020.

September 2022 Revenue Period = \$172,630



PLEASE NOTE THIS IS BY REVENUE PERIOD
LATE OR AMENDED FILINGS ARE INCLUDED

Property Tax Revenues

Property taxes are collected throughout the year, but typically 95% are received in the first six months with February, April, and June having the highest collection amounts. Weld County allows homeowners to make full payment by April 30th or to pay ½ by February 28th and ½ by June 15th.

Month	PROPERTY TAX COLLECTIONS					
	2020		2021		2022	
	\$ YTD	% Budget	\$ YTD	% Budget	\$ YTD	% Budget
Sep	1,213,420	84%	1,311,455	101%	1,789,243	99%

*2020 includes correcting AJE; 2021 includes overdue amounts collected for 2020

Issued Permits by Permit Type

Severance

09/01/2022 - 09/30/2022

Commercial One Stop	Permits Issued	Valuation	Fees Paid
Commercial Roof - Asphalt	1	\$70,000.00	\$1,350.00
Misc. Mechanical, Plumbing or Electrical - Commercial	1	\$16,000.00	\$525.00
Subtotals:	2	\$86,000.00	\$1,875.00

Residential New	Permits Issued	Valuation	Fees Paid
Detached Single Family	18	\$4,521,551.08	\$401,485.41
Subtotals:	18	\$4,521,551.08	\$401,485.41

Issued Permits by Permit Type

Severance

09/01/2022 - 09/30/2022

Residential One Stop	Permits Issued	Valuation	Fees Paid
AC/Furnace Combination - Residential	4	\$39,936.00	\$1,398.85
Air Conditioner - Residential	27	\$120,650.00	\$4,871.70
Demolition - Residential	1	\$9,150.00	\$244.70
Furnace Replacement - Residential	1	\$3,300.00	\$159.40
Misc. Mechanical, Plumbing or Electrical - Residential	1	\$5,600.00	\$245.80
Residential Exterior Flatwork	14	\$19,600.00	\$1,752.80
Residential Roof - Asphalt	231	\$2,954,833.30	\$73,966.97

Issued Permits by Permit Type

Severance

09/01/2022 - 09/30/2022

Residential Roof - Other	6	\$78,813.00	\$1,958.63
Water Heater - Residential	1	\$3,500.00	\$153.00
Subtotals:	286	\$3,235,382.30	\$84,751.85

Totals:	306	\$7,842,933.38	\$488,112.26
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Town of Severance

Monthly Activity Report

October 2022

Severance Building Department
3 Timber Ridge Pkwy
Severance CO 80550

Severance Building Department Update

New Single Family

Number of inspections	814
Passed inspections	441
Inspection passed %	54.18%

Residential Alterations

Number of inspections	162
Passed inspections	97
Inspection passed %	59.88%

Residential Plan Reviews

New Residential 12

Residential Alterations 20

New Residential valuations - \$3,528,120

12 New Single-Family permits have been issued from 9/19-10/16

468 new roof permits have been issued since June 1

Ziggi's coffee has been submitted for review

Public Work Director Report

John Zacklene

Oct 17, 2022



WATER/WASTEWATER-

Reporting – A list of approved Lead/Copper sites have been submitted and approved by the state. Additionally, our team with the help of Direct Discharge, are working on submitting an updated wastewater Water Quality Management plan. Lead and Copper tests have changed and will now need 20 tests every 3 years instead of 20 tests yearly. All backflow testing was completed on 8-31-22.

Sampling – All testing for water and wastewater sampling has been transferred back to Weld County. Currently the Town complies for all testing and sampling requirements. We are doing 6 samples per month currently. All samplings have been going well with no town issues. The outlet pipe from the solids pond to the contact chamber was raised 3 feet to help with sampling results. All 9 aerators are operational currently and the plant is operating efficiently.

Water Tanks- The old metal overflow culvert has been replaced at the water tanks. We currently have a Emergency Response Plan with Dave Lewis from Direct Discharge for our town's water supply. Water tank roof repairs are scheduled to begin in late October 2022 during low demand times. Water tank will be painted at this time as well. Received the estimates to transfer the 5 water service lines over to the new water line on Cr21 and hope to get this done in 2023. Old ductile line to be abandoned once completed.

Jetting- Sewer main jetting of the entire town is complete. There was approximately 38 miles of main line cleaned. We have approximately 5 hot spots to watch for. The new isolation valves have been installed inside the Baldrige lift station. Manhole rehab is completed on 17 manholes. This is a huge benefit for the town. New pump installed on Vac Truck and operational.

STORMWATER

- We have started ditch maintenance. All ditches, inlets and outlets and vaults will be cleared of debris and build up as weather permits.
- Culvert grates are being repaired and painted as needed. Safety grates are built and installed on the Baldrige inlet and the box culvert under Ponderosa at Sunset Ridge. All other safety grates have been approved to be built and installed in 2022 by a local welder but is now pending?

STREETS

- Striping of the town roads has begun on 10-3-22
- Crack seal has been completed throughout town. 11,700 pounds used.
- Street sweeping as weather permits or when sweeper is operational.
- R.O.W. mowing will begin again this month for a final cut before winter

- Guardrail on Cr23 & Cr 76 ½ has been replaced.
- Harmony bridge guardrail has been completed and brought up to spec.
- All large asphalt projects are completed for the year.
- Fire system inspections have been completed for the year and operational.
- Snowplow prep will begin this month.
- New plow truck is in Denver but no word on a delivery date. Waiting on snow equipment.
- Demo and clean-up of burned trailer is completed

PARKS

- Playground equipment has been inspected and repaired for Cirs standards.
- Playground equipment for Community Park has been installed- Concrete walk is complete.
- Benches and trash cans to be installed at Community Park once we lay all the concrete pads.
- A 15 ft evergreen has been ordered for Community Park to be planted and delivered.
- Maintenance shed has been built and we are waiting on the electrical work to be completed.

HAYASHI & MACSALKA, LLC
ATTORNEYS AT LAW
1650 38TH STREET
SUITE 103 WEST
BOULDER, COLORADO 80301

WILLIAM P. HAYASHI
MARY LYNN MACSALKA
MARSHALL KEITH MARTIN

Telephone: 303-443-3100
Fax: 303-443-7835

Town Attorney's Office Report
September 2022

TO: Mayor and Town Council
COPY TO: Nicholas Wharton, Town Manager
Lindsay Radcliff-Coombes, Deputy Town Manager
FROM: Mary Lynn Macsalka and Keith Martin, Office of the Town Attorney
DATE: October 17, 2022

General Updates:

- North Weld County Water District
 - No further updates to provide.
- Cable Franchise Agreement
 - Continue to review draft renewal of cable franchise agreement with TDS Telecom. No new updates to provide.
- Electronic Participation Policy
 - Assisted Town Management in preparing an amendment to the Town Council's electronic participation policy pertaining to public participation and rules of engagement.
- Chapter 10 Update
 - Assisted Town Management in preparing a draft ordinance repealing and re-enacting Chapter 10 of the Town's Municipal Code to ensure it is in compliance with current Colorado case law and statutes and to address issues of concern within the community.
- Disposal of Surplus Property
 - Assisted Town Management in preparing a draft ordinance authorizing the Town Manager to dispose of surplus personal property.

Capital Projects:

- Elevated Water Tank
 - No new updates.
- NISP
 - No new updates.

Planning:

- Moody Project
 - Assisted Planning staff in completing annexation agreement negotiations, finalizing annexation agreement, and drafting annexation ordinance.
 - Continue to assist Planning staff in reviewing annexation/comprehensive plan amendment/zoning applications and annexation agreement.
- BHS Solar 2022 Annexation
 - Assisted Planning staff in preparing a finding of substantial compliance pertaining to petition.
 - Continue to Planning staff in revising annexation agreement and annexation application.

Please contact us if you have any questions. You may reach either of us at mlmacsalka@h-mlaw.net or kmartin@h-mlaw.net, or on our office line, 303-443-3100.

Police Chief Report

James R. Gerdeman, Chief of Police

September 2022



Projects Updates

- Human Resources has received a few applications for the three open Police Officer positions. The Police Department started the testing process for two candidates. Unfortunately, one candidate decided to pull his application at the start of the background investigation. The other candidate is still in the background process. The job announcement will remain open until all positions are filled.
- The Police Department met with the school's administration, Severance High School, Severance Middle School, and Severance Elementary School. The topics discussed were school safety, handling mental health issues, and working together as a team. The meetings were very productive and moving in the right direction.
- The Chief of Police attended the CIRSA Law Enforcement Round Table in Westminster, CO.

2022 September Report

The charts provide a monthly overview of the Severance Police Department's activities from September 1 to September 30, 2022.

1. Chart #1 represents the Severance Police Department's monthly incident activity report. The police department took 39 written reports.
2. Chart #2 represents the Severance Police Department's arrest report for the month. The police department made 8 arrests for criminal activity.
3. Chart #3 represents calls for service for the month. The chart displays the hours at the bottom with the graph's monthly total number of calls for service. The times with the highest number of calls for service are from 8:00 am until 5:00 pm.
4. Chart #4 represents traffic contacts by officers for the month. The chart displays the hours at the bottom with the graph's monthly total number of traffic contacts.
5. Chart #5 represents the activity of case reports and traffic violations for the month by the time of day. The top part of the chart shows military time and the classification on the left. The bottom of the chart gives the total written reports at 39 and total traffic citations at 52. The Officers wrote a total of 70 traffic warnings for the month.
6. Chart #6 represents calls for service by officers from January to September 2022. The chart displays the hours at the bottom with the graph's yearly total number of calls for service.
7. Chart #7 represents traffic contacts by officers from January to September 2022. The chart displays the hours at the bottom with the graph's yearly total number of traffic contacts.

Department Incident Activity Report

Chart 1



SEVERANCE POLICE DEPARTMENT
3 SOUTH TIMBER RIDGE PKWY
SEVERANCE, CO 80550
970-685-9708

Date Reported: **09/01/2022 - 09/30/2022**

Show Subclasses: **True** | Include Disposition Tags: **True**

Classification	Events Rptd	Unfounded	Actual	Clr Arrest	Clr Exception	Clr Juveniles	Total Clr	Percent Clr
AGENCY ASSIST	1	0	1	0	0	0	1	100.0
Assist Other Agency	1	0	1	0	0	0	1	100.0
ANIMAL PROBLEM	2	0	2	0	0	0	0	0.0
Animal Attack	1	0	1	0	0	0	0	0.0
Animal Ordinance Violation	1	0	1	0	0	0	0	0.0
ASSAULT	1	0	1	1	0	0	1	100.0
Simple Assault	1	0	1	1	0	0	1	100.0
CONTROLLED SUBSTANCE	3	0	3	3	0	2	3	100.0
Marijuana, Possession	1	0	1	1	0	1	1	100.0
Narcotic Equipment, Possession	1	0	1	1	0	1	1	100.0
Synthetic Narcotic, Possession	1	0	1	1	0	0	1	100.0
DAMAGED PROPERTY	4	0	4	0	0	0	4	100.0
Damaged Property, Public	2	0	2	0	0	0	2	100.0
Graffiti	2	0	2	0	0	0	2	100.0
DUI	2	0	2	1	0	1	2	100.0
Alcohol	2	0	2	1	0	1	2	100.0
FRAUD	2	0	2	0	0	0	1	50.0
Identity Theft	2	0	2	0	0	0	1	50.0
JUVENILE PROBLEM	3	0	3	0	0	3	3	100.0
Possession Of Tobacco	3	0	3	0	0	3	3	100.0
ORDINANCE VIOLATION	2	0	2	2	0	0	2	100.0
Ordinance Violation	2	0	2	2	0	0	2	100.0
PROPERTY	1	0	1	0	0	0	1	100.0
Found Property	1	0	1	0	0	0	1	100.0
PROPERTY CRIMES	3	0	3	0	0	1	2	66.7
Property Crimes	3	0	3	0	0	1	2	66.7
PUBLIC PEACE	2	0	2	0	0	2	2	100.0
Disorderly Conduct	2	0	2	0	0	2	2	100.0
SEXUAL ASSAULT	1	0	1	0	0	1	1	100.0
Rape, Attempt To Commit Forcible	1	0	1	0	0	1	1	100.0
THEFT	1	0	1	0	0	0	1	100.0
Theft Other	1	0	1	0	0	0	1	100.0
TRAFFIC ACCIDENT	9	0	9	3	0	3	7	77.8
Hit/Run, Private Prop Damg	1	0	1	1	0	0	1	100.0
Traffic Accident, Private Prop Damg	1	0	1	0	0	0	1	100.0
Traffic Accident, Vehicle Damage	7	0	7	2	0	3	5	71.4
WARRANT	2	0	2	1	0	1	2	100.0
Local-Misdemeanor	1	0	1	0	0	1	1	100.0
Out Of County-Misdemeanor	1	0	1	1	0	0	1	100.0

Event Totals	39	0	39	8	0	14	33	84.6
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Arrest Report

Chart 2

Date Reported Range: 09/01/2022 - 09/30/2022



SEVERANCE POLICE DEPARTMENT
3 SOUTH TIMBER RIDGE PKWY
SEVERANCE, CO 80550
970-685-9708

Classification	Number of Arrests
ASSAULT	1
CONTROLLED SUBSTANCE	3
DUI	1
TRAFFIC ACCIDENT	2
WARRANT	1
Total Arrests: 8	

Chart 3

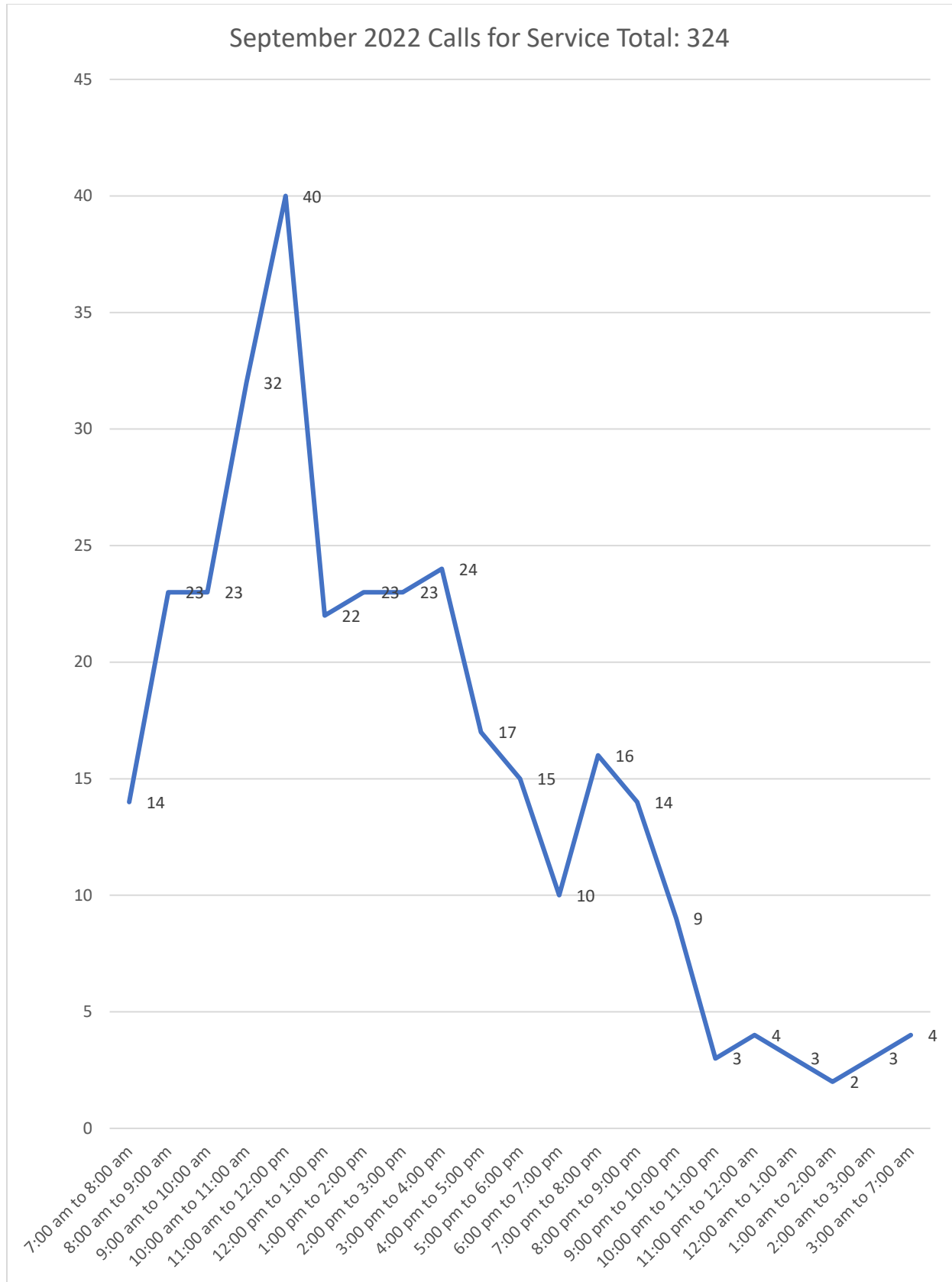
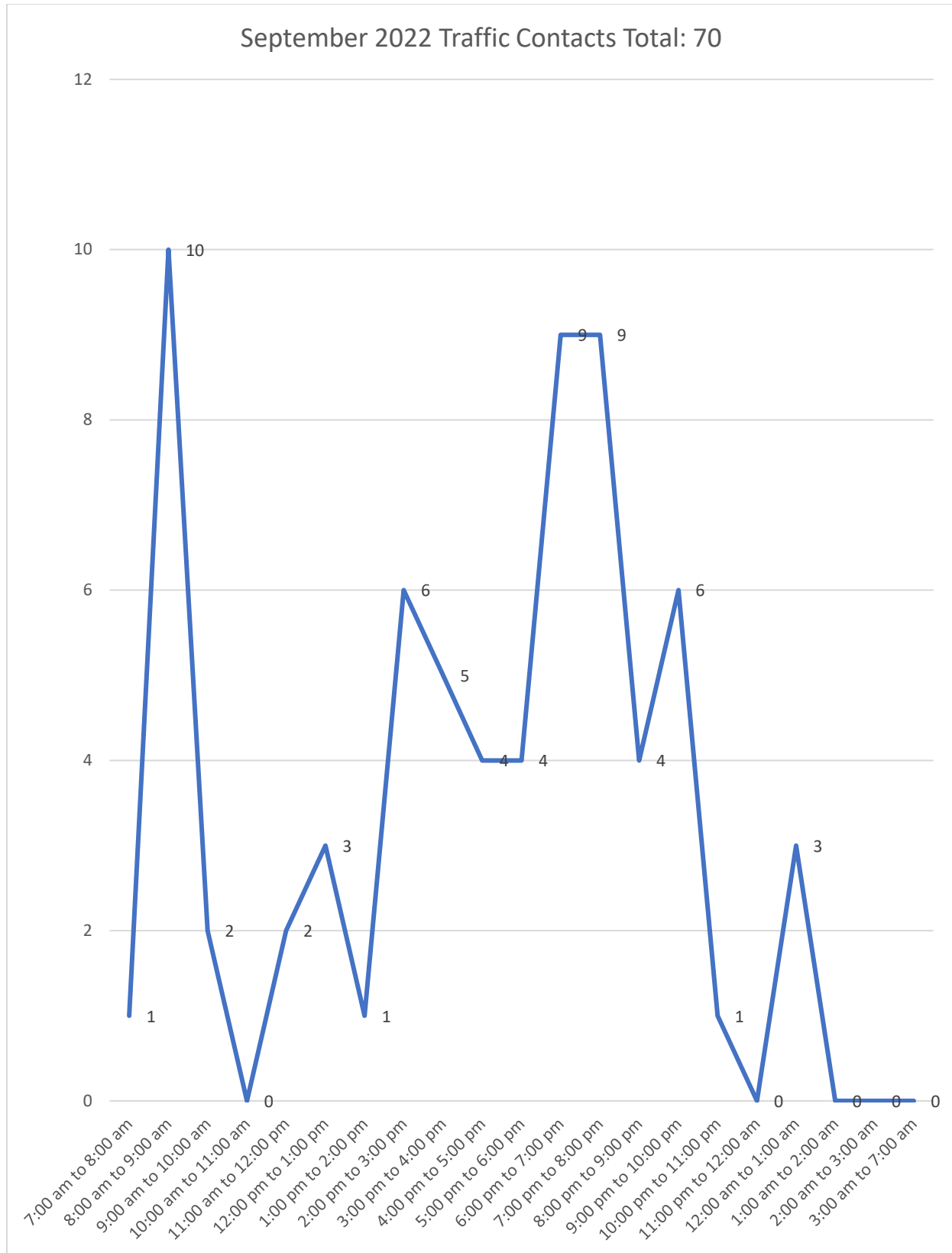
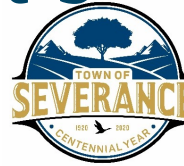


Chart 4



Event Activity Analysis by Time Chart 5

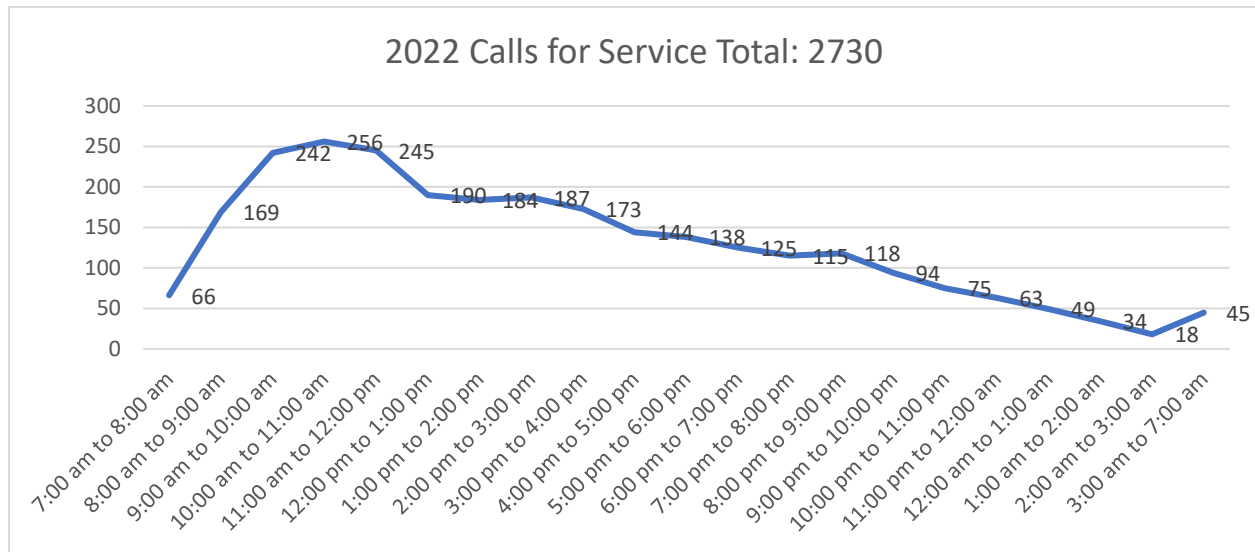
Date Reported: 09/01/2022 - 09/30/2022



SEVERANCE POLICE DEPARTMENT
3 SOUTH TIMBER RIDGE PKWY
SEVERANCE, CO 80550
970-685-9708

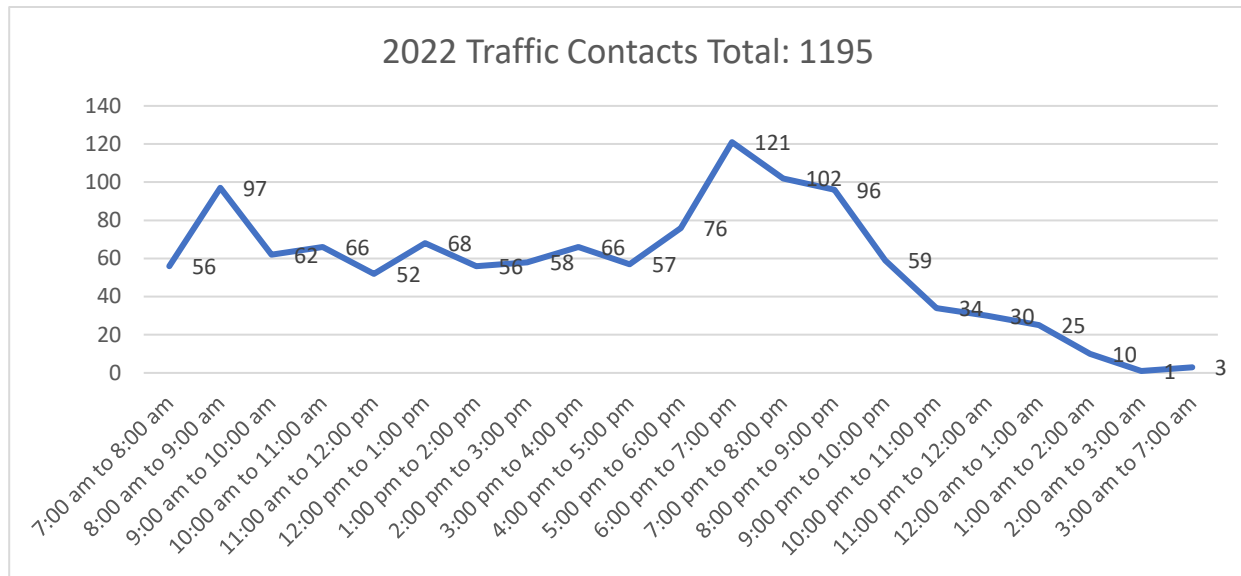
Classification	HOUR																								Total
	00	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	
AGENCY ASSIST	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
Assist Other Agency	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
ANIMAL PROBLEM	0	0	0	0	0	0	0	0	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	2
Animal Attack	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1
Animal Ordinance Violation	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1
ASSAULT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1
Simple Assault	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1
CONTROLLED SUBSTANCE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0	1	0	0	0	3
Marijuana, Possession	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1
Narcotic Equipment, Possession	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1
Synthetic Narcotic, Possession	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	1
DAMAGED PROPERTY	0	0	0	0	0	0	0	0	1	0	1	0	1	0	0	1	0	0	0	0	0	0	0	0	4
Damaged Property, Public	0	0	0	0	0	0	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	2
Graffiti	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	0	0	0	2
DUI	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	1	0	0	0	0	2
Alcohol	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	1	0	0	0	0	2
FRAUD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	0	2
Identity Theft	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	0	2
JUVENILE PROBLEM	0	0	0	0	0	0	0	0	0	0	1	2	0	0	0	0	0	0	0	0	0	0	0	0	3
Possession Of Tobacco	0	0	0	0	0	0	0	0	0	0	1	2	0	0	0	0	0	0	0	0	0	0	0	0	3
ORDINANCE VIOLATION	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1	0	0	0	0	0	0	2
Ordinance Violation	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1	0	0	0	0	0	0	2
PROPERTY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1
Found Property	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1
PROPERTY CRIMES	0	0	0	0	0	0	0	0	0	1	0	0	0	1	0	1	0	0	0	0	0	0	0	0	3
Property Crimes	0	0	0	0	0	0	0	0	0	1	0	0	0	1	0	1	0	0	0	0	0	0	0	0	3
PUBLIC PEACE	0	0	0	0	0	0	0	0	0	0	0	0	1	0	1	0	0	0	0	0	0	0	0	0	2
Disorderly Conduct	0	0	0	0	0	0	0	0	0	0	0	0	1	0	1	0	0	0	0	0	0	0	0	0	2
SEXUAL ASSAULT	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1
Rape, Attempt To Commit Forcible	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1
THEFT	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
Theft Other	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
TRAFFIC ACCIDENT	0	0	0	0	0	1	0	0	2	0	2	0	0	0	0	0	1	1	0	2	0	0	0	0	9
Hit/Run, Private Prop Damg	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1
Traffic Accident, Private Prop Damg	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
Traffic Accident, Vehicle Damage	0	0	0	0	0	1	0	0	1	0	1	0	0	0	0	1	1	0	2	0	0	0	0	0	7
WARRANT	0	0	0	0	0	0	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	2
Local-Misdemeanor	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1
Out Of County-Misdemeanor	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
Total Events	1	0	0	0	0	0	1	0	2	4	4	5	3	2	5	2	1	3	1	3	1	1	0	0	39
Total Citation Violations:	0	0	0	0	0	0	3	3	5	3	2	10	9	2	6	2	3	1	5	8	0	1	3	0	66
Total Citations:	0	0	0	0	0	0	2	1	5	3	2	7	7	2	4	2	3	1	5	6	0	1	1	0	52

Chart 6



Time	Jan	Feb	March	April	May	June	July	August	Sept	Oct	Nov	Dec	Total
7:00 am to 8:00 am	6	2	8	8	6	7	10	5	14				66
8:00 am to 9:00 am	11	27	17	24	15	10	20	22	23				169
9:00 am to 10:00 am	50	27	29	26	19	23	17	28	23				242
10:00 am to 11:00 am	22	40	38	29	24	30	20	21	32				256
11:00 am to 12:00 pm	28	36	21	27	23	21	27	22	40				245
12:00 pm to 1:00 pm	32	22	16	14	25	14	17	28	22				190
1:00 pm to 2:00 pm	31	18	16	20	9	17	20	30	23				184
2:00 pm to 3:00 pm	14	23	18	24	20	22	19	24	23				187
3:00 pm to 4:00 pm	17	16	17	25	17	19	16	22	24				173
4:00 pm to 5:00 pm	8	12	15	13	28	20	15	16	17				144
5:00 pm to 6:00 pm	7	10	21	14	24	19	14	14	15				138
6:00 pm to 7:00 pm	6	12	17	10	20	17	13	20	10				125
7:00 pm to 8:00 pm	5	10	16	15	13	12	15	13	16				115
8:00 pm to 9:00 pm	2	11	11	16	12	16	17	19	14				118
9:00 pm to 10:00 pm	3	5	14	14	10	12	15	12	9				94
10:00 pm to 11:00 pm	4	3	7	14	13	11	16	4	3				75
11:00 pm to 12:00 am	2	3	12	10	7	6	15	4	4				63
12:00 am to 1:00 am	3	2	7	7	9	11	5	2	3				49
1:00 am to 2:00 am	3	0	13	1	1	8	4	2	2				34
2:00 am to 3:00 am	5	1	4	0	1	1	2	1	3				18
3:00 am to 7:00 am	2	5	5	7	6	5	4	7	4				45
	261	285	322	318	302	301	301	316	324				2730

Chart 7



Time	Jan	Fed	March	April	May	June	July	August	Sept	Oct	Nov	Dec	Total
7:00 am to 8:00 am	5	3	3	5	6	7	15	11	1				56
8:00 am to 9:00 am	9	11	7	17	10	7	11	15	10				97
9:00 am to 10:00 am	8	8	7	4	2	15	9	7	2				62
10:00 am to 11:00 am	4	20	6	10	3	6	7	10	0				66
11:00 am to 12:00 pm	3	14	2	3	4	7	15	2	2				52
12:00 pm to 1:00 pm	8	10	7	9	12	6	7	6	3				68
1:00 pm to 2:00 pm	2	4	2	10	3	13	10	11	1				56
2:00 pm to 3:00 pm	4	14	3	3	2	7	17	2	6				58
3:00 pm to 4:00 pm	3	11	3	9	6	12	11	6	5				66
4:00 pm to 5:00 pm	0	9	1	10	8	10	13	2	4				57
5:00 pm to 6:00 pm	4	7	3	8	25	12	8	5	4				76
6:00 pm to 7:00 pm	4	11	14	11	35	20	14	3	9				121
7:00 pm to 8:00 pm	3	10	8	9	22	17	19	5	9				102
8:00 pm to 9:00 pm	5	9	7	13	15	22	15	6	4				96
9:00 pm to 10:00 pm	2	5	5	16	6	9	10	0	6				59
10:00 pm to 11:00 pm	1	5	4	8	7	6	2	0	1				34
11:00 pm to 12:00 am	1	4	8	8	1	4	2	2	0				30
12:00 am to 1:00 am	0	3	1	8	3	4	1	2	3				25
1:00 am to 2:00 am	0	0	2	4	0	2	2	0	0				10
2:00 am to 3:00 am	0	1	0	0	0	0	0	0	0				1
3:00 am to 7:00 am	2	1	0	0	0	0	0	0	0				3
	68	160	93	165	170	186	188	95	70				1195

October Community Development & Engineering Report

Abdul Barzak, Town Planner

Chris Messersmith and Shar Shadowen, Colorado Civil Group, Inc. (CCG)

October 27, 2022



Planning Projects/Documents

Land Use Code Updates

At the direction of Council, Town staff will be bringing all Land Use Code items through the Land Use Advisory Committee, Planning Commission and finally to Town Council for a comprehensive look at all items. Town Council will begin reviewing Parking, Lighting, and Multi-Family Requirements starting in October.

MPO

- Technical Advisory Committee (TAC) – TAC will be discussing and taking action on the Link NoCo Study. Discussions on EV Plan, the 2022 Public Involvement Plan (PIP), and Transportation Demand Management (TDM) Action Plan will continue.
- NoCo Bike & Ped Collaborative – NoCo is continuing a discussion on Safe Routes to School regional planning and discussion micro mobility and multi-modal options on trails.
- Weld County Mobility Committee (WCMC) – WCMC is working on a Regional Mobility Action Plan (MAP) as well as coordinating with the Aging Well Transportation subcommittee.

Capital Improvement Projects

SH 392 – WCR 23 Intersection Improvements

Hordock's Engineers, Inc. (HEI) is moving forward with FOR - 95% construction drawings with an anticipated submittal of mid-November. CDOT and referral agencies have provided comments, which HEI is implementing into their final design. Town staff is working on an IGA with CDOT, and CCG is working on getting quotes for procuring the traffic signal equipment (poles, mast arms, signal cabinet and controller) during the month of November, ahead of the bid package advertisement due to the long lead times.

E Harmony Road – WCR 19 Intersection Improvements

Drexel, Barrell & Co. (DBC) submitted the 30% construction drawings to the Town for review on August 23rd. DBC and CCG identified 800 square feet of additional right-of-way in the southeast quadrant of the intersection that would make the design more efficient and easier to construct. Town Management has reached out to the property owner and is still waiting for a response. Once a response is received, Town staff will provide final direction to DBC. CCG, and Town staff will work on procuring the traffic signal equipment in the next month or two ahead of the bid package advertisement due to the long lead times.

CDOT TAP/MMOF Trail Project

Mountain Constructors, Inc. (MCI) has been working on submittals and mobilization. They should be starting construction shortly with erosion control, grading and culvert installation. The concrete trail is planned to be poured the beginning of November. MCI is anticipated to be completed with construction by mid December.

Community Park Phases 2 & 3

Final items including amenities and irrigation are the only items remaining in Phase III of the Severance Community Park. Town Staff continues to work on the CDOT TAP/MMOF Trail Project which will create another multi-modal connection through the Community Park. Staff will bring updates to Council.

Secondary Water Connection/Supply

Town Staff and the City of Greeley staff have been coordinating on a possible water system secondary connection (i.e. emergency connection). Based on recent feedback, CCG submitted an Opinion of Probable Cost to Town Management on August 31st. CCG is reviewing a DRAFT IGA with the City of Greeley.

Water System Monitoring

CCG has been working with Town staff and the NWCWD staff to monitor the Town's water distribution system and performance (pressure and flowrates) continuously since June 5, 2022. The Town's Maximum Day Demand (MDD) of 1.20 MGD was observed on July 17, 2022. CCG is finalizing the DRAFT Potable Water Distribution System Master Plan for review.

NWCWD Amended and Restated Water Service Agreement

CCG is finalizing/preparing the historical water usage, planned water usage, population projections, existing water infrastructure exhibit, and a water capital improvements project infrastructure exhibit. A majority of this information was presented to Town Council on October 11th. These items are being provided to Stantec and the NWCWD for their use.

Elevated Water Tank

CCG is working with the project sub-consultants to and potential tank contractor(s) to finalize the design and bid package. Construction Drawings will be submitted to Town staff for review on October 10th. CCG will address comments and prepare the bid package within the next couple of weeks.

Wastewater Projections

Town Management and CCG have reached out to the Town of Windsor (TOW) regarding future wastewater treatment capacity with their planned Wastewater Treatment Facility (WWTF) expansion. Additional wastewater capacity is dependent on three items; (1) Additional capacity at the TOW WWTF, (2) a new sanitary sewer interceptor from Severance South to the Town of Windsor WWTF, and (3) a Utility Plan Amendment that the Town will need to prepare and submit to the North Front Range Water Quality Planning Association for review and approval. CCG and Town Management are preparing an overall schedule for all of these items.

DEVELOPMENT REVIEW UPDATES

The list below is all of the currently active submitted projects to the Town Council. If you have questions on these please contact me for more information.

- **Moody Annexation/Zoning/Concept Plan** (Northeast corner of E. Harmony Road/Teller Street) – Annexation was approved in September, that applicant is looking to bring back zoning and concept plan in the coming weeks.
- **Severance South** (Entire section north of 392 between 21 and 23) – Applicant is routing mylars for signatures.
- **Franklin's Place/Tailholt 3rd Filing Final Plat** (Southwest corner of E. Harmony Road and Tailholt Avenue) – In September of 2022 the Town Council approved the Preliminary Plat. The applicant is working with staff to submit a final plat in the coming months.
- **Saddler 9 & 10** (Northeast corner of HWY 14 WHY 257) – Approved plan nearing final staff approval (north of HWY14), applicant to print mylars and route for signatures in late 2022.
- **The Reserve** (Southeast corner of WCR72 and WCR 19) – Final Plat submitted in March (resubmittal), the applicant has worked with staff to address comments, to be brought back for public hearings in Mid to late-2022.
- **Severance Storage** (Annexation/Zoning/Site Plan) – Applicant has submitted to annex, zone, and continue use on additional annexed property. Town staff is currently reviewing, stakeholders have been notified. Staff will bring updates to Council as they become available.
- **Ziggi's Severance** (9843 E. Harmony Road) – Applicant has submitted a commercial project or site plan, Town staff is currently reviewing, stakeholders have been notified. Staff will bring updates to Council as they become available.
- **Clearview Library** (5 S. Timber Ridge Parkway) – Applicant has submitted Site Plan, Town Staff is currently reviewing, stakeholders have been notified. Staff will bring updates to Council as they become available.



2022 Annual Report Town of Severance Mosquito Control Program



**Vector Disease Control International
318 N. Garfield Ave Loveland, CO 80537
Phone 970-278-9977 Fax 866-929-1204
Website: www.vdci.net/Colorado**

**Town of Severance
Mosquito Management Operations**

Annual Report For 2022

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Program Objectives

Vector Disease Control International, LLC (VDCI) completed its 14th year of cost-effective Integrated Mosquito Management (IMM) for the Town of Severance in 2022. The primary objective of Severance's IMM Program is to monitor and reduce mosquito populations through the use of specific, environmentally sound, control techniques in order to protect its residents from the threat of mosquito-borne diseases. VDCI prioritizes the detection and elimination of larval mosquitoes in aquatic habitats, in conjunction with the monitoring of adult mosquito populations through routine surveillance, in order to assess West Nile virus vector species abundance in the area.

Open communication is maintained by VDCI between the HOA Residents, Property Management Companies, the Weld and Larimer County Departments of Health & Environment and surrounding municipalities to ensure that the highest level of mosquito control and epizootic response is achieved. This diligent and cooperative communication is important to the Severance mosquito management program and provides significant benefit to public health throughout the entire area.

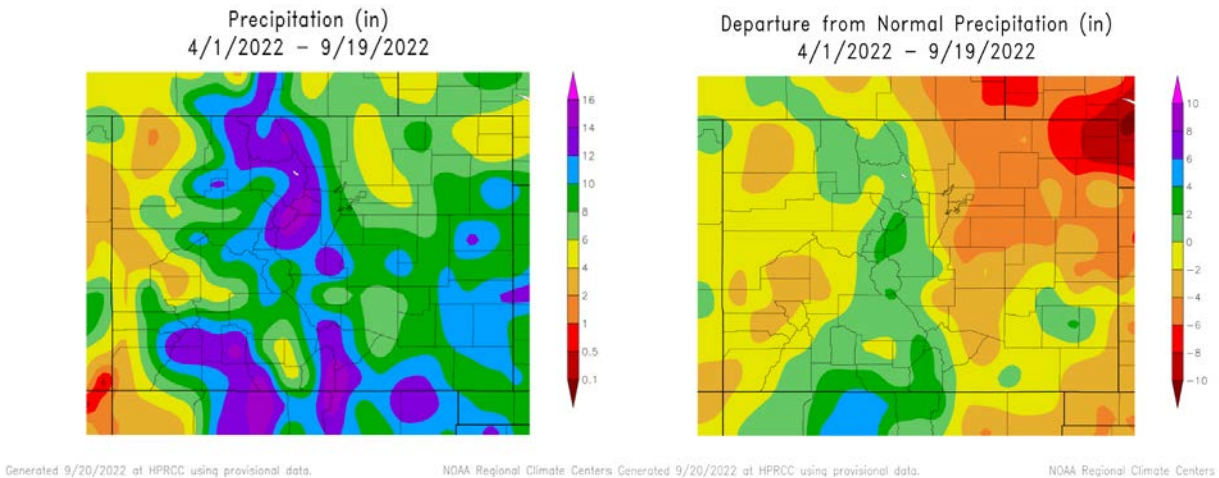
VDCI's Commitment

Vector Disease Control International is a company built on the foundations of public health, ethics, professionalism, and technical expertise. VDCI is committed to providing our customers with scientifically based, environmentally sensitive and technologically advanced Integrated Mosquito Management (IMM) programs of the highest quality. All of our employees are committed to excellence in vector control and public health and strive to improve the quality of human life in communities through public education and the control of mosquitoes and the diseases they can transmit. VDCI currently has programs across the state of Colorado, providing services for towns, cities, counties, homeowners associations, and encephalitis surveillance monitoring programs for county health departments.

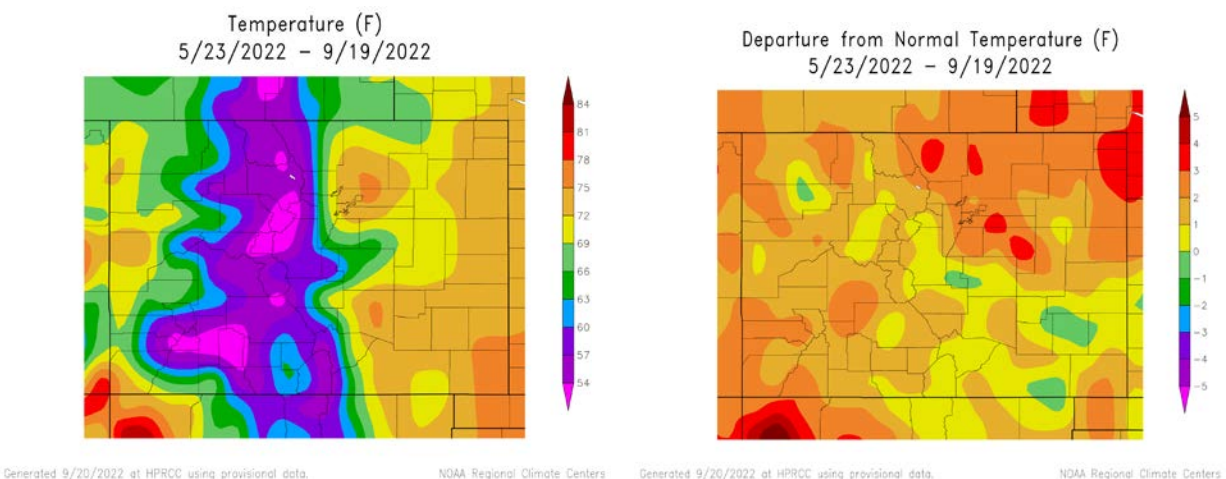
Vector Disease Control International, as the contractor for the Town of Severance, will continue to use proven scientific Integrated Mosquito Management techniques to survey and control local mosquito populations using biorational larval controls and limited low-toxicity insecticide applications. All of the methods and materials used have been reviewed and registered by the US Environmental Protection Agency, the Centers for Disease Control, the Colorado Department of Agriculture and the American Mosquito Control Association.

2022 Season Perspective

At VDCI we have come to expect each Colorado summer to present a unique set of temperature, precipitation, irrigation, and human interactions that combine to create new and different challenges in both mosquito control and mosquito-borne disease proliferation. Beginning the season in May, snowpack in North Platte Basin was 100% of normal, leading to a summer with little irrigation restrictions. During the summer of 2022, areas in Larimer and Weld counties received less than average precipitation. Due to the lack of precipitation, increased irrigation can lead to the increased proliferation of adult mosquitoes.



Temperatures throughout Northern Colorado seem to increase every summer and 2022 was no different. The 2022 season was hot, with Larimer and Weld counties consistently seeing temperatures above 90 degrees. However, once September came, the nightly lows began to dip into the 50s and even 40s, which greatly reduces both the mosquito life cycle and adult mosquito activity. However, some overwintering species, such as those in the genera *Culex* can and do move indoors in anticipation for the winter.

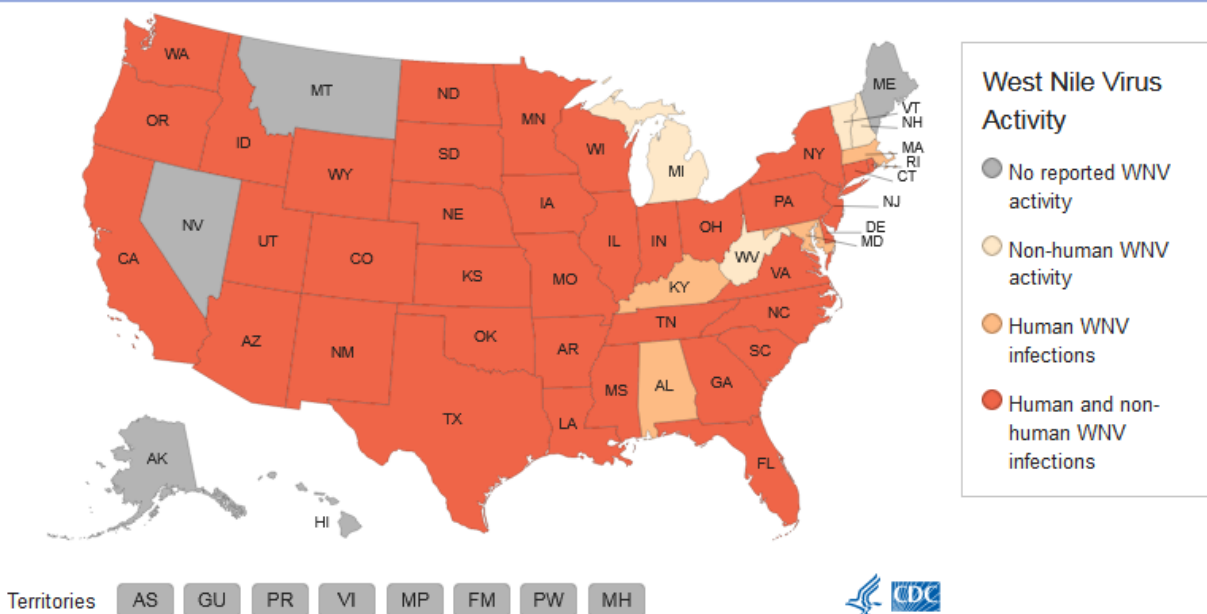


West Nile Virus Season

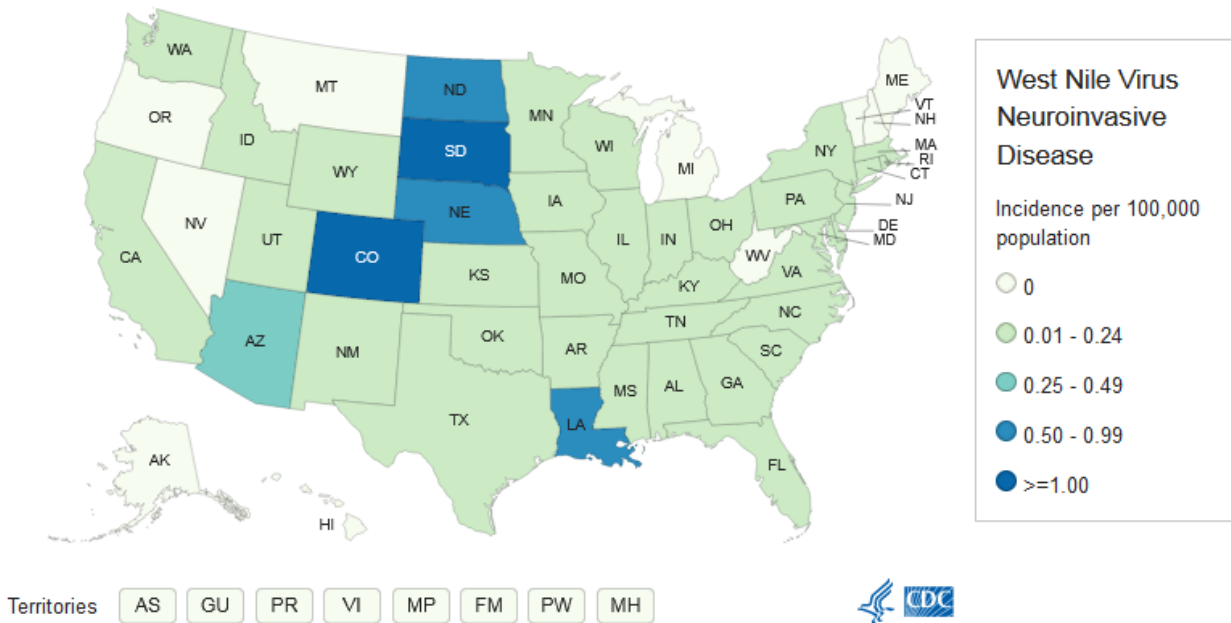
Since the introduction of West Nile virus to the United States in 1999, the virus has made a complete westward expansion to the West Coast. Starting in the Northeastern parts of the United States, the virus steadily spread through the South, the Midwest, the Rocky Mountain region, and to the Western States. This extensive distribution is due to the ability of WNV to establish and persist in the wide variety of ecosystems present across the country. WNV has been detected in 65 different mosquito species in the U.S., though it appears that only a few *Culex* species drive epizootic and epidemic transmission (WNV Guidelines, CDC 2013). Although West Nile virus has been endemic to the United States since 1999, researchers continue to seek an understanding for some of the factors which contribute to region specific spikes in vector abundance and human risk. We still do not understand why some humans develop West Nile fever while other infections develop into more serious West Nile encephalitis or West Nile meningitis cases. Additionally, physicians and researchers continue to seek answers to the variable recovery times and occurrence of deaths that result with some infections. WNV has expanded to the point that it can now be found in all 48 contiguous states and since its introduction has produced two additional, large nationwide epidemics in 2003 and 2012 (WNV Guidelines, CDC 2013).

As of October 4th, 2022, a total of 45 states and the District of Columbia have reported West Nile virus infections in people, birds, or mosquitoes. Overall, 656 cases of West Nile virus disease in people have been reported to CDC. Of these, 445 (68%) were classified as neuroinvasive disease (such as meningitis or encephalitis) and 211 (32%) were classified as non-neuroinvasive disease.

United States (as of October 4, 2022)



United States (as of October 4, 2022)

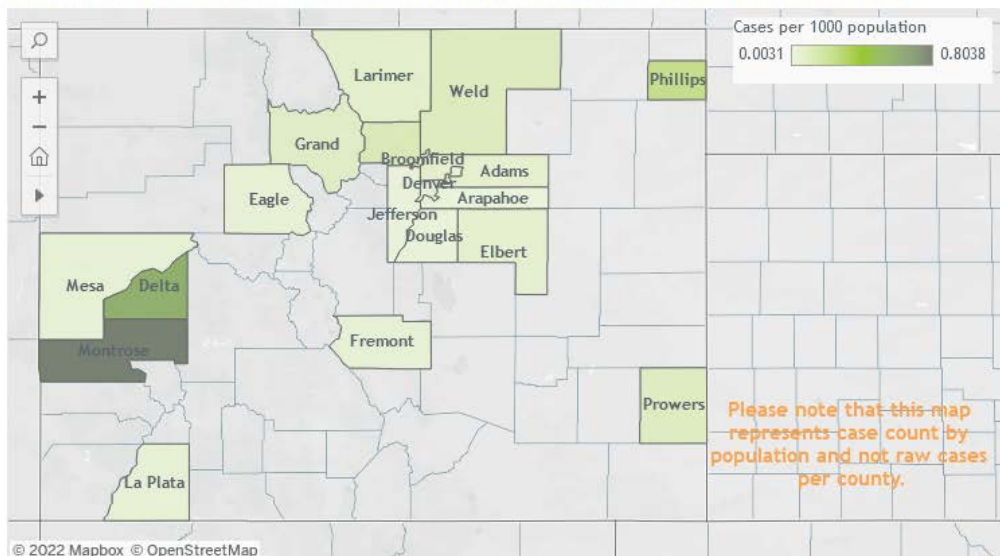


Colorado 2022

As of October 7th, 2022 The Colorado Department of Health and Environment reports a total of 180 human cases of West Nile virus infection from the state of Colorado. In Northern Colorado, 15 human cases are reported from Larimer County, and 29 from Weld County. While we have passed the historical peak of WNV risk these numbers are expected to rise as there is often a delay in onset of symptoms, diagnosis and reporting. Please note that any additional cases reported by CDPHE will also be reported to the Centers for Disease Control.

Nineteen counties across the state of Colorado have reported human West Nile virus infection. These include Adams, Arapahoe, Boulder, Broomfield, Delta, Denver, Douglas, Eagle, Elbert, Fremont, Grand, Jefferson, La Plata, Larimer, Mesa, Montrose, Phillips, Prowers, and Weld.

Human West Nile virus cases per 1000 population by county of residence, 2022



Cases per County

Adams	20	11.1%
Arapahoe	2	1.1%
Boulder	35	19.4%
Broomfield	6	3.3%
Delta	18	10.0%
Denver	5	2.8%
Douglas	3	1.7%
Eagle	1	0.6%
Elbert	1	0.6%
Fremont	1	0.6%
Grand	1	0.6%
Jefferson	3	1.7%
La Plata	1	0.6%
Larimer	15	8.3%
Mesa	3	1.7%
Montrose	34	18.9%
Phillips	1	0.6%
Prowers	1	0.6%
Weld	29	16.1%

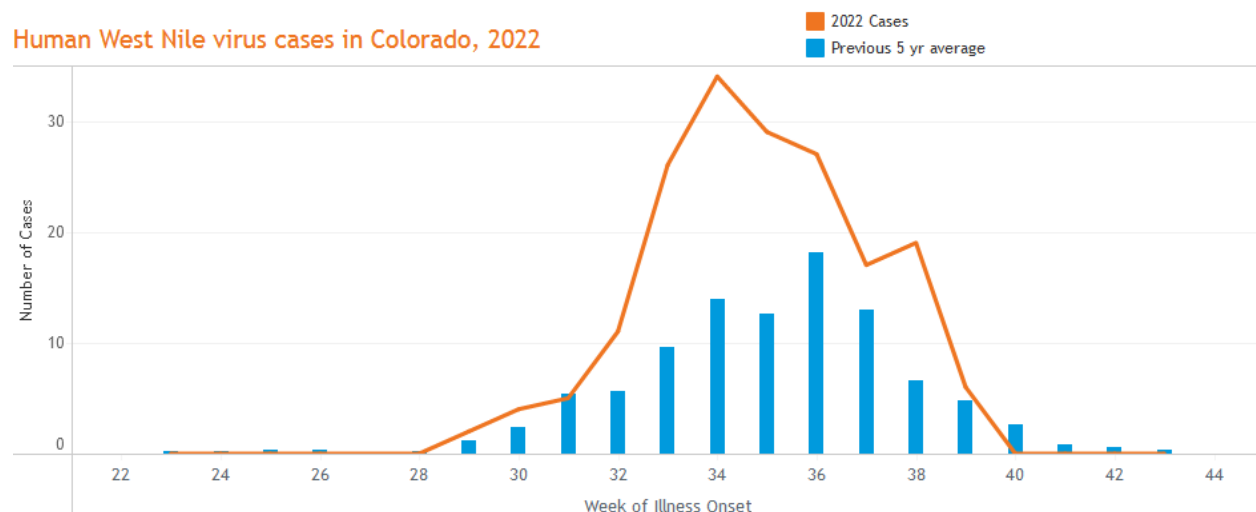
Human Cases: 180

Deaths: 12

Neuroinvasive Cases: 111

Hospitalized Cases: 122

Human West Nile virus cases in Colorado, 2022



Larval Mosquito Control

Larval mosquito control is the foundation of the Severance Mosquito Control program and can be an extremely effective way to manage mosquitoes, thereby reducing the number of potential disease vectors and annoyances associated with biting adults. Years of research and practical experience have shown that the most effective way to control mosquito populations is through an aggressive Integrated Mosquito Management (IMM) approach. This approach aims at using a variety of concepts, tools, and products to reduce a pest population to a tolerable level.

Pre-season larval control work involved ground truthing GIS maps and remapping areas where new development or flooding had altered the landscape. VDCI began larval site inspections in many areas mid-April. Hiring of seasonal field technicians began in March and continued into May. VDCI's Annual Field Technician Classroom Training Day took place on May 23rd with special online courses this year due to Covid-19. Field training by VDCI management and veteran employees lasted through May and full-time field activities were in full force by early June.

In 2022, Vector Disease Control field technicians performed 143 larval site inspections, of which 125 (87.4%) were wet upon inspection, 86 (68.8% of wet sites) were producing mosquito larvae. To prevent these larvae from emerging as adult mosquitoes, VDCI applied 433.5 lbs. of VectoBac (Bti) and 20.5 oz of BVA 2 mineral oil to 57.0 acres of land.

Larval mosquito control can be achieved in several ways including biological, biochemical, chemical, and mechanical means. No single larvicide product will work effectively in every habitat where mosquito larvae are found, so a variety of products and methods should be employed. Additionally, although there are a variety of methods for reducing larval populations, some may have negative consequences that outweigh their benefits. Mechanical or physical habitat modification is a technique which VDCI uses on relatively small scale projects, as the area to be modified must be carefully reviewed.



VDCI's favored method of larval mosquito control is through the use of bacterial bio-rational products. The main product used by VDCI is a variety of bacteria (*Bacillus thuringiensis var. israeliensis*). *Bti*, as it is known, has become the cornerstone of mosquito control programs throughout the world. The benefits include its efficacy and lack of environmental impacts. When used in accordance with its label, successful control of mosquito larvae can be achieved without impact to non-target species such as other aquatic invertebrates, birds, mammals, fish, amphibians, reptiles, or humans. A broad label allows for the use of the product in the majority of the habitats throughout the service area. Another bacterial product closely related to *Bti* is *Bacillus sphaericus* (*Bs*). *Bs* provides similar benefits to *Bti* while also providing

residual control of certain species of mosquitoes. It is used specifically in difficult to treat areas where *Culex* are the predominant species due to its limitations and high cost.

Other larval control products include the insect growth regulator methoprene (Altosid), and light mineral oils (BVA 2 larvicide oil). Methoprene is a synthetic version of a juvenile growth hormone in larval mosquitoes. The hormone prevents the normal development of larval mosquitoes into pupae and adults, eventually causing death. VDCI limits the use of chemical larvicides to areas with little biodiversity, such as road side ditches, or areas that chronically produce high mosquito populations. They are only used after a thorough assessment has been made of any habitat where their use is being considered. Mineral oil is the only product effective in controlling mosquito pupae and therefore is an essential tool when pupae are present.

VDCI Surveillance Laboratory

Information about mosquito abundance and species diversity is essential to integrated program. Vector Disease Control International utilizes two kinds of traps to monitor mosquito



populations. The most commonly used is the CDC light trap which uses carbon-dioxide from dry ice as bait to attract female mosquitoes seeking a blood meal from a breathing animal. Once attracted by the CO₂, the mosquitoes are lured by a small light to a fan that pulls them into a net for collection. The second type of trap VDCI uses is called a gravid trap. Gravid traps use a tub of highly-organic water as bait to attract female mosquitoes that are looking for a place to lay their eggs. A fan placed close to the water surface forces mosquitoes that come to the water into a collection net. Once back in the laboratory, the contents of the trap nets are counted and speciated by trained technicians.

In 2022, Vector Disease Control International monitored a statewide network of hundreds of weekly trap sites, collecting adult mosquitoes that were counted and identified to species by the VDCI Surveillance Laboratories. While individual traps provide only limited information, trap data is interpreted in the context of historical records for the same trap site, going back in time more than a decade. Individual traps are also compared to other traps from around the region that were set on the same night and therefore exposed to similar weather conditions. Technicians working in the Surveillance Laboratories at Vector Disease Control International are trained to provide accurate species-level identification of both larval and adult mosquitoes.

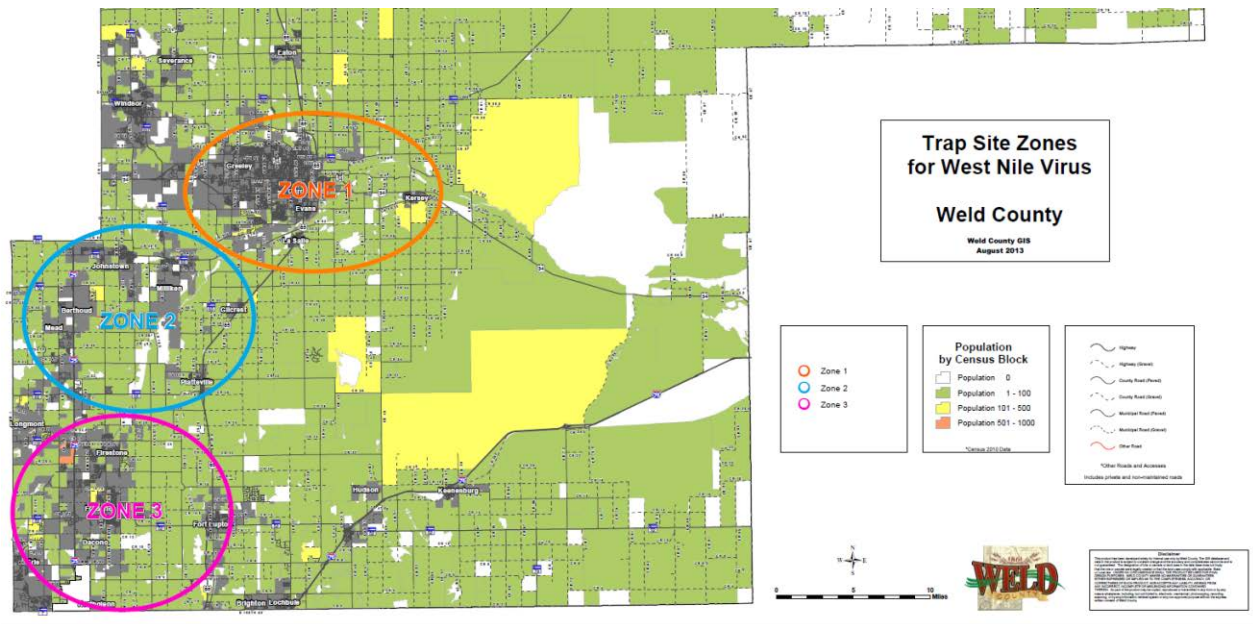
Additionally, the VDCI Surveillance Laboratory conducts an intensive larval identification program with larval mosquito samples collected by I&L technicians prior to larviciding being identified to species. This information is now invaluable in targeting mosquito control efforts as we gain a greater understanding of the habitat types preferred by Colorado mosquito species and the seasonality of these habitats as sites for mosquito development.

Specimens and data collected from these traps and larval identification are used in:

-  Determining the effect of larval control efforts. Each mosquito species prefers specific kinds of habitats for larval development. If a trap includes large numbers, it could indicate the presence of an unknown larval habitat and, based on the species identification and known habitat preference for that species, direct field technicians as to possible sources of the mosquitoes collected.
-  Determining larval and adult mosquito species. This helps to illustrate the threat of mosquito-borne disease amplification and transmission because different mosquito species can vector different diseases to people and animals.
-  Determining where adult control efforts were necessary. While mosquito eradication is impossible, significant population reduction is achievable. In places where larval control is insufficient, such as neighborhoods where adult mosquitoes have migrated in from outside of the control area, it may be necessary to use adulticide methods, such as ULV truck fogging or barrier sprays of harborage areas. Trap counts that exceed an acceptable threshold for an area may trigger adult control measures.
-  Surveillance for Mosquito-borne Disease. Historically, VDCI efforts were targeted primarily at controlling mosquito nuisance problems with limited disease surveillance. However, since the arrival of the West Nile virus in Colorado in August of 2002, the paradigm has shifted toward disease prevention and control. Accurate species identification of the mosquitoes in the traps is important when monitoring species population trends. It also is necessary for evaluating whether a population spike represents an actual increase in disease transmission potential or only an increased nuisance level.

CDPHE WEST NILE VIRUS MOSQUITO SAMPLE TESTING RESULTS – WELD COUNTY

In 2022 CDPHE tested mosquito pools samples submitted for West Nile virus testing from mosquitoes collected in Weld County from all three sentinel zones. There were 53 confirmed positive samples as of October 7th.



CSU WEST NILE VIRUS MOSQUITO SAMPLE TESTING RESULTS - LARIMER COUNTY

Many local health departments have moved towards mosquito-based surveillance indicators to assess the weekly risk of West Nile transmission and guide response decisions for adult mosquito control applications. The vector index and infection rate is derived by testing the mosquitoes VDCI collects for the presence of West Nile virus. This value is closely monitored by the CDPHE and local health departments to evaluate the risk posed by the vector mosquito population.

As defined in the CDC guidelines for West Nile virus surveillance, prevention and control, the vector index (VI) is an estimate of the number of West Nile virus infected mosquitoes in an area. This number can serve as a human health risk value. An operational value of 0.5, which was derived from the comparison of historical data for human infections, as well as relative abundance and infection in mosquitoes, serves as an indicator of high risk for West Nile virus transmission to humans in the corresponding area. As the value of the vector index increases there is a corresponding risk of human disease and this value can be used to offset epidemics.

As stated on the CDPHE website, the seasonal variation of West Nile virus risk can change throughout a summer and it is best to assume you have some risk for WNV if you have mosquitoes.

As of Sept 20th, 2022 Colorado State University's Department of Microbiology, Immunology and Pathology, has tested a total of 1,951 mosquito pools from Larimer County. A total of 120 mosquito pool samples have tested positive for WNV with 8 of those being collected from Berthoud, 21 from Loveland and 91 from the Fort Collins. Testing of these mosquitoes for West Nile virus is paid for by the Town of Berthoud, the City of Fort Collins, and the City of Loveland. It's important to note that the large number of WNV positive sample pools reported from Fort Collins is highly correlated with the fact they test all mosquitoes with the potential for transmitting disease versus just a subset of the population.

ADULT MOSQUITO CONTROL

The goal of Vector Disease Control International is to provide our customers with the best options for safe, effective, modern mosquito management. The primary emphasis of the Severance Mosquito Management Program is to control mosquitoes in the larval stage, using safe biological control products. VDCI uses EPA and CDC approved adulticides to reduce mosquito populations. During the 2022 season a total of 370.33 miles of roads and access paths within Severance were fogged using Aqua Perm-X 3030.

****Please see Appendix 1 for Ground Adulticide Application Data***

VDCI uses state of the art technology, calibrated application timing, and least-toxic products to minimize non-target impacts. All adult mosquito control is accomplished using Ultra Low Volume (ULV) fogging equipment and performed after dusk when the majority of mosquito species are most active. This type of equipment produces droplets averaging 12 microns in diameter and allows for a minimal amount of product to be put into the environment. These treatments take place in the evening when mosquitoes are flying in greater numbers and non-target insect activity (for example, day-flying pollinators like bees) is greatly reduced. Using this application technique, the overall goal of minimal environmental impact and effective adult control is achieved in the targeted area.

Public Relations and Education

VDCI is dedicated to providing strong Public Outreach and Education Programs to residents in all of our communities. Citizen complaints, inquiry, information and satisfaction surveys can aid in evaluating the effectiveness of a program. VDCI constantly looks for ways to better serve the communities we work with and encourages both the citizen and local media involvement in order to increase the effectiveness of our programs. We have clearly demonstrated that commitment and belief by proactively serving Severance (and all of our contracted communities) with numerous innovative programs, activities and services.

Customer service is always a high priority for VDCI. We take pride in training each and every technician so that they have the knowledge to provide residents with the correct answers to their questions. Each field technician spends part of their day responding to resident concerns in their work area. This in-field customer service personalizes the mosquito control program, provides VDCI with local information on mosquito activity and presents a valuable opportunity to educate our residents about mosquito biology and control.

MosquitoLine™

VDCI maintains a toll-free telephone line (877-276-4306) and local line to the Northern Colorado Office (970-278-9977) at no cost to the customer. This service can be utilized to accept calls from the public concerning:

- ✧ Information about mosquito biology and source reduction of mosquito habitats
- ✧ information on program components, operations and monitoring
- ✧ Seasonal West Nile virus activity
- ✧ Personal protection options for mosquito annoyances and West Nile virus risk
- ✧ Reports about mosquitoes and possible larval mosquito habitats
- ✧ Requests to perform larvicide applications and/or opt-out of any adulticide spraying via a shut-off list
- ✧ Request notification when adulticide spraying is planned in their neighborhood
- ✧ Request health and safety information about mosquito control operations and pesticide products used

VDCI has provided Mosquito Hotlines to the residents in communities which we are contracted to also reduce workload by municipal personnel. This enables direct communication and response by mosquito control employees to resident's concerns about West Nile virus and larval site activity and treatment. VDCI maintains a log of calls received and will summarize call activity in monthly and annual reports.

In 2022 VDCI received 2 phone calls from the residents of Severance. VDCI received 2 phone calls from residents requesting that their information be added or changed in VDCI's spray notification list so they could be notified of spraying in their area.

CALL NOTIFICATION & SHUTOFF SYSTEM

VDCI continues to maintain a comprehensive Call Notification & Shutoff database and will notify residents on the list when conducting ULV adulticide spray applications within the Town of Severance.

Appendix 1: Ground Adult Mosquito Control Application Data

Contract	Date	Zone	Spray Miles	Ounces Sprayed
Severance	6/8/2022	SV - West Spray Zone	24.87	890.59
Severance	6/8/2022	SV - Casa Loma Spray Zone	1.96	69.92
Severance	6/8/2022	SV - East Spray Zone	10.95	392.76
Severance	6/8/2022	SV - Belmont Farms Spray Zone	7.58	269.7
Severance	6/8/2022	SV - Bridal Ridge Spray Zone	1.98	70.06
Severance	6/9/2022	SV - Soaring Eagle Spray Zone	1.45	51.75
Severance	6/22/2022	SV - Belmont Farms Spray Zone	6.28	225.11
Severance	6/22/2022	SV - West Spray Zone	25.9	923.66
Severance	6/22/2022	SV - Bridal Ridge Spray Zone	2.94	104.72
Severance	6/22/2022	SV - Casa Loma Spray Zone	1.87	66.11
Severance	6/22/2022	SV - East Spray Zone	10.19	367.14
Severance	6/23/2022	SV - Soaring Eagle Spray Zone	4.3	156.99
Severance	7/6/2022	SV - Belmont Farms Spray Zone	6.37	226.4
Severance	7/6/2022	SV - West Spray Zone	27.15	976.76
Severance	7/6/2022	SV - Bridal Ridge Spray Zone	2.93	107.18
Severance	7/6/2022	SV - East Spray Zone	10.45	374.08
Severance	7/6/2022	SV - Casa Loma Spray Zone	1.77	64.25
Severance	7/6/2022	SV - Soaring Eagle Spray Zone	4.3	155.16
Severance	7/13/2022	SV - Belmont Farms Spray Zone	6.3	225.08
Severance	7/13/2022	SV - East Spray Zone	10.65	384.05
Severance	7/13/2022	SV - Casa Loma Spray Zone	1.85	65.68
Severance	7/13/2022	SV - West Spray Zone	28.77	1035.52
Severance	7/13/2022	SV - Bridal Ridge Spray Zone	2.75	98.23
Severance	7/14/2022	SV - Soaring Eagle Spray Zone	4.33	154.89
Severance	7/20/2022	SV - Casa Loma Spray Zone	1.85	65.82
Severance	7/20/2022	SV - West Spray Zone	29.12	1045.15
Severance	7/20/2022	SV - Belmont Farms Spray Zone	6.34	226.04
Severance	7/20/2022	SV - Soaring Eagle Spray Zone	4.28	153.25
Severance	7/20/2022	SV - Bridal Ridge Spray Zone	2.89	102.67
Severance	7/20/2022	SV - East Spray Zone	10.07	362.55
Severance	8/3/2022	SV - East Spray Zone	9.49	340.37
Severance	8/3/2022	SV - West Spray Zone	26.18	936.16
Severance	8/4/2022	SV - Soaring Eagle Spray Zone	4.27	151.86
Severance	8/4/2022	SV - Belmont Farms Spray Zone	6.42	233.03
Severance	8/4/2022	SV - Bridal Ridge Spray Zone	2.97	106.18
Severance	8/4/2022	SV - Casa Loma Spray Zone	1.92	67.58

Severance	8/10/2022	SV - Belmont Farms Spray Zone	6.08	218.14
Severance	8/10/2022	SV - Bridal Ridge Spray Zone	2.96	106.39
Severance	8/10/2022	SV - Soaring Eagle Spray Zone	4.34	154.56
Severance	8/10/2022	SV - East Spray Zone	10.51	374.63
Severance	8/10/2022	SV - West Spray Zone	29.57	1062.09
Severance	8/10/2022	SV - Casa Loma Spray Zone	1.95	69.19
Severance	8/18/2022	SV - West Spray Zone	1.23	43.65

Totals			370.33	13,275.10
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Town Management Report

Nicholas J. Wharton & Lindsay Radcliff-Coombes

October 2022



UPCOMING TOWN MEETINGS & EVENTS

- 10/19- Planning Commission Meeting
- 10/24- Town Tree Board Meeting
- 10/25- Town Council Work Session/Council Meeting
- 10/28- Trick or Treat Halloween Parade
- 10/31- *Town Hall Building Closed for Roof Replacement*
- 11/02- Municipal Court
- 11/02- Land Use Advisory Committee
- 11/08- Town Council Work Session/Council Meeting
- 11/11- Town Hall Closed for Veteran's Day
- 11/12- 5th Annual Food & Turkey Drive
- 11/16- Planning Commission Meeting
- 11/22 - *CANCELED* Town Council Work Session/Council Meeting
- 11/24-11/25- Town Hall Closed for Thanksgiving
- 11/28- Town Tree Board Meeting

FISCAL RESPONSIBILITY

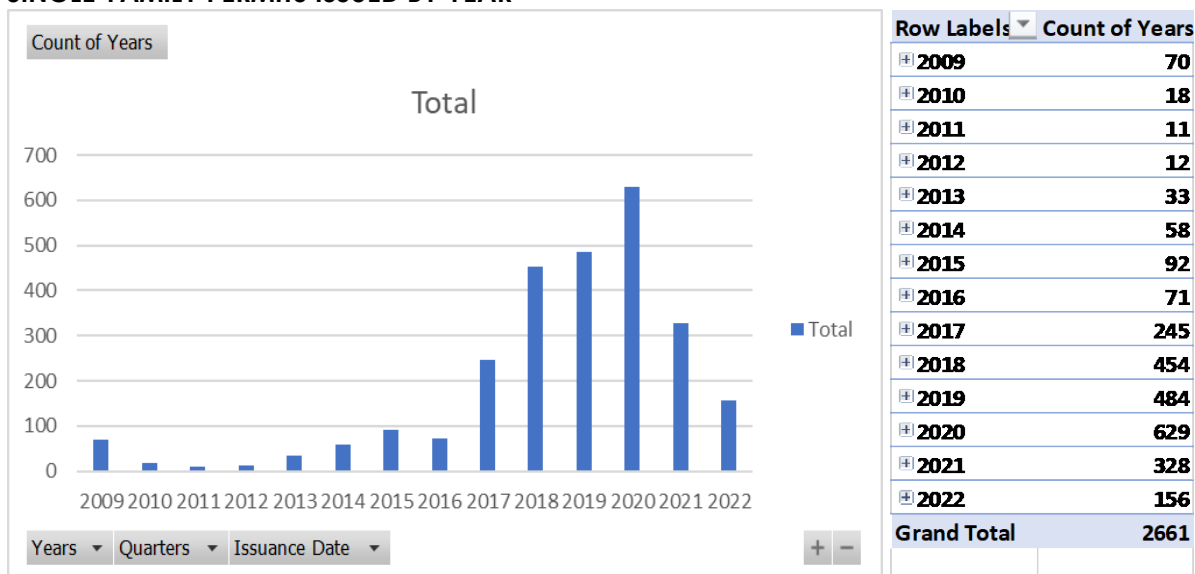
- 2023 Budgeting is in process. Council Meetings to discuss Budget items are scheduled as follows:
 - October 11th (Operations Budget)
 - November 8th (Budget Approval)

TRANSPARENCY

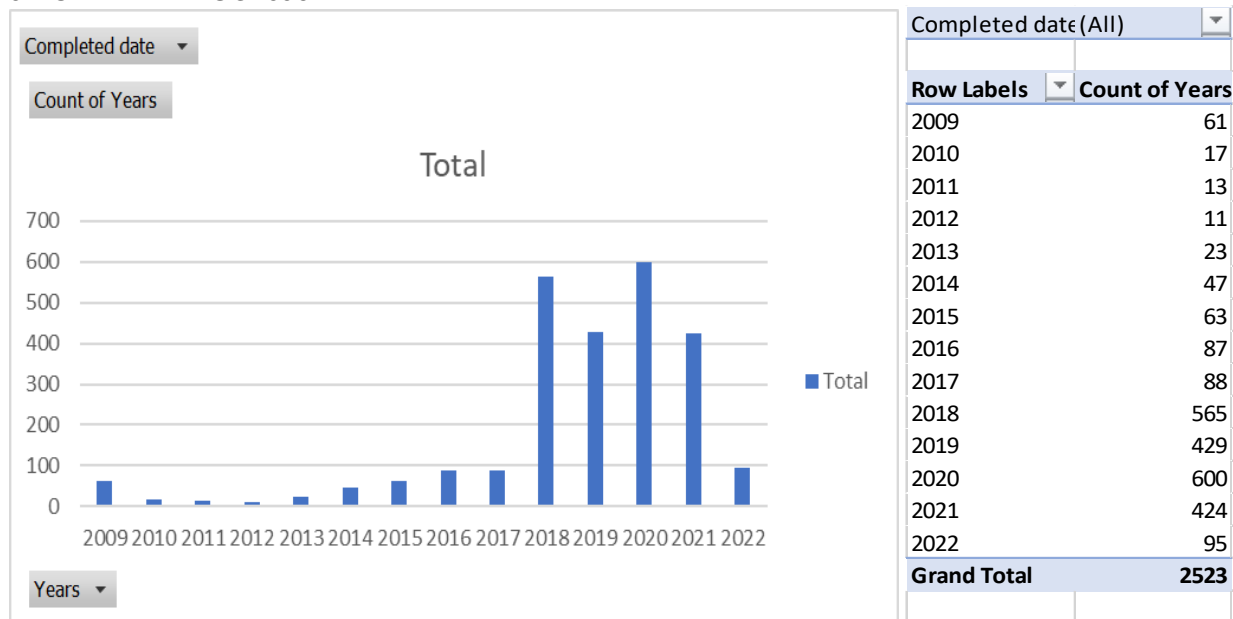
- LUAC (Land Use Advisory Committee)
 - During the seventh LUAC meeting, the committee had six people attend and spoke at. The items covered in great detail were parking and lighting code review, land use code density, and subdivision set-asides.
- Zip Codes
 - Management is working with Representative Daniel Betts on a zip code boundary review process for the Town to potentially combine zip codes for Severance into 1 zip code. There are many factors that have to be considered, but management is actively in the process to submit into the official review process. Currently, the Town and our current GMA have 7 zip codes. (80546, 80550, 80524, 80610, 80615, 80650, 80631)
- Ayres Consulting Group
 - Ayres is actively looking for state and federal grants for the following:
 - Innovative Housing Planning Grant (\$50,250)
 - Housing Assessment and Strategies Development
 - Grant was awarded and the contract was finalized a couple of months ago.
 - Ayres and staff conducted an initial kickoff discussion regarding stakeholder involvement and the general schedule. Ayres is preparing to coordinate a kickoff meeting with community stakeholders and begin

- detailed research and analysis. Some aspects of the current code update work are associated with and eligible under the grant efforts.
- Energy/Mineral Impact Assistance Fund Grant (EIAF) (\$750,000)
 - PD facility work
 - Grant was submitted at the end of September, and it may be another couple of months until we hear back due to all of the current grant and funding reviews occurring at the state and with DOLA.
 - Rural Economic Development Initiative Grant (REDI) (\$20,000)
 - Development strategies and vision for the Town Core commercial district – creating a sense of place and building opportunities for future economic development.
 - Grant was submitted at the end of September.
 - Crime Prevention through Safer Streets Grant (TBD\$)
 - Lighting and safety improvements at community parks
 - Grant is due October 19th
 - Ayres and staff are working to fill out the grant details.
 - Economic Dev: Weld RE-4 Meeting with Management and COO of RE-4, Michael McCullar, regarding the Commercial Land South of Severance Highschool property on CR23. The listing has expired, so they are open to any ideas on moving forward. A meeting is scheduled to sit down and discuss the best outcome for the Town of Severance and Weld RE4. (No Updates)
 - Downtown Development Authority (DDA)/Urban Renewal Authority (URA)
 - Management is currently in the process of analyzing these authorities to encompass the E. Harmony and WCR 23 Corridors. (No Update)

SINGLE-FAMILY PERMITS ISSUED BY YEAR



SINGLE-FAMILY CO ISSUED BY YEAR



ENGAGEMENT WITH RESIDENTS

- Old Town residents' concerns with unlicensed vehicles parked in the town ROW. Due to the nature of this area, a survey was completed to determine the boundaries of the ROW.
- Multiple inquiries about the Gun Range from emails to phone calls with wanting to know more details about the Gun Range.
- Saddler Ridge metro district reached out to management asking if the town would consider helping financially with snow plowing, ROW maintenance, road maintenance, utility bills, and park maintenance. Per the subdivision improvement agreement and the amendment to the annexation, management informed the Metro District that it is not within their purview. The metro district will be requesting a meeting with Town Council.
- Severance High School student council has reached out to Management requesting to work with the town on community service jobs and additional opportunities.

WATER SECURITY

- Water Tower
 - Engineering is completed, and the RFP for this project is scheduled to be released in early October.
 - Water restrictions are currently in place for all of the Town, along with Metro and HOAs.

TRANSPORTATION

- TAP/MMOF Pedestrian Walkway
 - CDOT has provided approval to move forward with this project. Pre-construction meeting has begun this week and construction has been scheduled for October.
- WCR 19/Harmony Rd
 - Engineering plans are approximately 30% completed and our contract engineers are working towards finalizing plans for construction RFP in late 2022, or early 2023. Due to delayed delivery times on materials, Management will be purchasing all materials for this intersection in the coming months to ensure minimal project delays. (No Update)

- Hwy. 392/WCR 23
 - Engineering plans are approximately 95% completed and our contract engineers are working towards finalizing plans for construction RFP in late 2022, or early 2023. Due to delayed delivery times on materials, Management will be purchasing all materials for this intersection in the coming months to ensure minimal project delays.

PUBLIC SAFETY

- We currently have three openings for Patrol Officers within the Police Department.
- To promote school zone safety, Town Management has instructed Public Works to place "No Phone Zone" signage. We are hoping for these signs along with enforcement/education to promote safer driving in our school zones. These are to be installed by the middle of November.
- Emergency Management/Operations Plan (EOP)
 - Chief of Police is currently working on updating the existing EOP from 2014. This is anticipated to be completed by end of the year. Once completed local governmental agencies will meet to strengthen emergency response capabilities and to help protect our citizens when disasters strike by having a round table and identifying locations to be used for emergencies.

COMMUNICATION

- Farmstand Fridays
 - Management has met with local produce farmers to create "Farmstand Fridays" farmers' markets. The 2023 Inaugural year will be a start-up year to gain interest from area farmers and to serve the Severance community with produce. The goal in the inaugural year is to have the Farmstand Fridays at our Summer Concerts located at the community park. Staff will promote and the hours are TBD.
- Hail Damage Roof Repairs
 - Town Management has secured Northern Colorado Roofing for the Town Hall, Platte Valley Veterinarian building, and Historical Building (Old Town hall at Brownell) for roof replacements which will be completed from October 23 through the 31st.
- Management went to tour the world's largest collection of Washing Machines right to the East of Town at Eaton Grove. The owner is currently looking for assistance to relocate the collection and for resources to help with relocation.

ADDITIONAL REPORTS INCLUDED IN THE PACKET

- Finance Report
- Court Report
- Public Works Report
- Public Safety Report
- Building Department (SAFEbuilt) Report
- Engineering Report



AGENDA ITEM SUMMARY

AGENDA ITEM	SUBMITTED BY	PRESENTED BY
Ordinance 2022-24: Nuisance Ordinance	Jim Gerdeman, Chief of Police	Keith Martin and Jim Gerdeman
ACTION REQUESTED		
Administration asks that the Town Board review and discuss Ordinance 2022-24: An ordinance to amend Chapter 7 Articles 1,2 and 3 of the Severance Municipal Code and take action. • Actions that may be taken: ○ Move to approve Ordinance 2022-24 ○ Move to approve Ordinance 2022-24 with Amendments. ○ Take no action.		<u>Ordinance</u> <u>Action Requested</u> <u>Attorney Approved</u>
BRIEF SUMMARY		
At the recommendation of the Management and the Town Attorney, it is being requested that the Town Council take action on Ordinance 2022-24. The Ordinance will repeal, re-enact and rename Articles 1 through 3 of Chapter 7 of the Severance Municipal Code to Article 1 "NUISANCES AND ENVIRONMENT," Article 2 "ABANDONED VEHICLES" and Article 3 "SOLID WASTE"; repealing and reserving Article 4 of Chapter 7 of the Severance Municipal Code; Amending Chapter 6 of the Severance Municipal Code pertaining to the residential solicitation, and repealing in its entirety Section 11-1-20 "SNOW AND ICE REMOVAL FROM SIDEWALKS" the Town of Severance Municipal Code.		
PUBLIC SUPPORT/CONCERN		
None at this time.		
ANALYSIS AND RECOMMENDATION		
Management recommends that the Town Council take action and move to approve Ordinance 2022-24: An ordinance to amend Chapter 7 Articles 1, 2, and 3 of the Severance Municipal Code.		
MATERIALS SUBMITTED		
The following materials were submitted and included in this packet: 1. Ordinance 2022-24		

**TOWN OF SEVERANCE
ORDINANCE NO. 2022-24**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF SEVERANCE,
COLORADO, REPEALING, RE-ENACTING AND RENAMING ARTICLES 1
THROUGH 3 OF CHAPTER 7 OF THE SEVERANCE MUNICIPAL CODE TO
ARTICLE 1 “NUISANCES AND ENVIRONMENT,” ARTICLE 2 “ABANDONED
VEHICLES” AND ARTICLE 3 “SOLID WASTE”; REPEALING AND RESERVING
ARTICLE 4 OF CHAPTER 7 OF THE SEVERANCE MUNICIPAL CODE; AMENDING
CHAPTER 6 OF THE SEVERANCE MUNICIPAL CODE PERTAINING TO
RESIDENTIAL SOLICITATION; AND REPEALING IN ITS ENTIRETY SECTION 11-
1-20 “SNOW AND ICE REMOVAL FROM SIDEWALKS”**

WHEREAS, the Town Council of the Town of Severance (“Town”) has determined that the Town’s current regulations regarding nuisances set forth in Chapter 7 of the Severance Municipal Code, as well as regulations concerning snow removal and trash removal, are outdated and not sufficiently aligned with best practices or the Town’s current administrative procedures; and

WHEREAS, the Town Council has further determined that the Town’s current regulations are inadequate to properly address the abatement and removal of abandoned or inoperative vehicles within the Town; and

WHEREAS, the Town desires to repeal and reenact Articles 1 through 4 of Chapter 7 of the Severance Municipal Code to address these existing deficiencies, and the Town finds that repealing and re-enacting will increase the effectiveness of the Severance Municipal Code with regard to those regulations and underlying goals and promote the public health, safety, and general welfare

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE
TOWN OF SEVERANCE, COLORADO:**

Section 1. Article 1, “Administration and Abatement of Nuisances,” Article 2, “Nuisances,” and Article 3, “Garbage and Refuse,” of Chapter 7 of the Severance Municipal Code are hereby repealed in their entirety and re-enacted as a new Article 1, entitled “Nuisances and Environment,” a new Article 2, entitled “Abandoned Vehicles,” and a new Article 3, entitled “Solid Waste,” to read as follows:

ARTICLE 1 - NUISANCES AND ENVIRONMENT

DIVISION I - GENERAL PROVISIONS

Sec. 7-1-10. Purpose.

The Town Council declares that the determination and abatement of local nuisances for the protection of the public's health, safety and welfare is a matter of local concern and therefore subject to the valid exercise of the town's police powers.

Sec. 7-1-20. Definitions.

As used within this article the following words and terms shall have the following meaning except where otherwise specified:

Abandoned vehicle means:

- (1) Any vehicle left unattended on private property for a period of 48 hours or longer without the consent of the owner, occupant or tenant of such property or such person's agent; or
- (2) Any vehicle left unattended on public property, including any portion of a street or highway right-of-way, within the limits of the town for a period of 24 hours or longer, unless the owner or driver has conspicuously affixed thereto a dated notice, or otherwise notified the police department of such person's intention to remove such vehicle, or the vehicle is parked in a public street within 50 feet of the property of the owner. Notwithstanding such notification of intent to return and remove the vehicle, if the vehicle has been left unattended for longer than 48 hours, it shall be presumed to be abandoned; or
- (3) Any vehicle standing or parked upon any portion of a public street or Town property, or upon private property, that has been determined by the police department to be inoperable, lost, stolen or unclaimed.

Agent means and includes any person acting on behalf of or in place of the owner.

Building means any dwelling, office building, store, warehouse, or structure of any kind, whether or not the building is permanently affixed to the ground upon which it is located, and any trailer, semitrailer, mobile home, or any other vehicle designed or used for occupancy by persons for any purpose.

Code enforcement officer means personnel of the Severance Police Department, including peace officers, as defined in C.R.S. §§ 18-3-201(2) and 30-15-105, who are empowered by the Town of Severance to enforce the provisions of this article, or any employee of the town, who is designated or authorized by the town manager or by the town manager's authorized representative to enforce the provisions of this article.

Developed property means land that has been substantially improved, with structures, landscaping and/or hardscape on areas zoned for residential and nonresidential uses, except areas zoned and used for agricultural purposes.

Engine compression brake device means any device which, when activated, impedes or retards a motor vehicle's forward motion through compression of air in the engine's cylinder to provide braking power, which device is also known as a "brake retarder."

Graffiti means the defacing of public or private property by means of painting, drawing, writing, etching or carving with paint, spray paint, ink, knife or any similar method.

Hobby vehicle means the repairing, reconditioning, or rebuilding of vehicles which is done for personal enjoyment or entertainment only, with no profits, compensation, or reimbursement of any kind involved.

Inoperable vehicle means any vehicle that does not display current, valid license plates; lacks any part necessary for legal operation on a public street; or lacks glazing, lights or indicators, body sheet metal or paint on any part of the vehicle.

Junk means trash, waste, rubbish and other discarded things and salvage materials, including, without limitation, scrap copper, brass, iron, steel or other metals, tires, wheels, household appliances, furniture, rope, rags, batteries, glass, rubber debris, plastic debris, construction debris, remnants of wood, plumbing fixtures, port-o-potties, paint, concrete, cinderblock, bricks, asphalt or any discarded, dismantled, wrecked or scrapped motor vehicle or other machinery or parts thereof, and any other manufactured goods that are so worn, deteriorated or obsolete as to make them unusable in their existing condition.

Junk vehicle means any self-propelled vehicle designed for highway travel under its own power which is not capable of such travel in its existing mechanical condition; or any dismantled, partially dismantled, discarded, wrecked, demolished, or partially demolished vehicle; or any inoperable vehicle.

Landlord means the owner, lessor or sublessor of the dwelling unit or the property of which it is a part and, in addition, means any person designated as a representative of the landlord.

Litter means and includes any and all rubbish, waste material, refuse, garbage, trash, debris, excrement, urine, offal composed of animal matter or vegetable matter or both, or any noxious or offensive matter whatsoever, including but not limited to, any discarded dead animal, fishing line, bait, chemical, chemical compound, petroleum product or compound, automobile part or accessory, tire, wheel, junk, paper, cardboard, can, lid, bottle, cap, carton, wrapper, box, wooden object, plastic object, clothing, cloth, metal object, rubber object, leather object, hide, feathers, grass clippings, leaves, cut weeds, branches cut from trees or bushes, brick, cinderblock, building material, paint, concrete, soil, sand, gravel, stone, glass, asphalt, ashes, cigarette, cigar, food or food product, solvent, dye, beverage, and liquid except water.

Liquid- or gas-fueled appliance means any equipment or device that burns liquid or gaseous fuel that can be shut off by means of a switch or other mechanical means and that is designed or intended for use outdoors to produce heat for pleasure, religious, ceremonial, cooking, warmth, or similar purposes. This includes, but is not limited to, a liquid- or gas-fueled camp stove, fire pit, or grill.

Nuisance means:

- (1) The conducting or maintaining of any business, occupation, activity, building, land, or premises prohibited by state statute or by this Code;

- (2) The continuous or repeated conducting or maintaining of any business, occupation, operation, activity, building, land or premises is in violation of state statute or this Code;
- (3) Any building, structure or land open to or used by the general public, the continuous use or condition of which presents a substantial danger or hazard to the health, safety or welfare of the community;
- (4) Any unlawful pollution or contamination of any surface or subsurface waters in this town, or of the air, or of any water, substance or material intended for human consumption;
- (5) A thing, act, failure to act, occupation, activity, condition or use of any building, land, substance or property which shall otherwise constitute or be known or declared a nuisance by virtue of common law, state statutes or the ordinances of the town;
- (6) Any activity, operation or condition which, after being ordered abated, corrected or discontinued by a lawful order of any department or officer of the town, continues to be conducted or continues to exist in violation of any statute or this Code or in violation of any regulation of the town, the county, or the state;
- (7) Any activity, operation, condition, building, structure, place, premises or thing which is injurious to the health or safety of the citizens of the town, or which is offensive to the senses so as to interfere with the comfortable enjoyment of life or property;
- (8) Any nuisance defined or declared as such by state statute or this Code;
- (9) Any dilapidated building of whatever kind which is unused by the owner, or uninhabited because of deterioration or decay, which condition constitutes a fire hazard, or subjects adjoining property to danger or damage by storm, soil erosion, or rodent infestation, or which becomes a place frequented by trespassers and transients seeking a temporary hideout or shelter;
- (10) Any building or structure, or any portion of the building or structure, which is unsafe or unfit for use or occupancy, because it has been constructed, exists, is used, or is maintained in violation of any applicable building or structural requirements or restrictions under the building codes as adopted by the town; or
- (11) Any building or structure which is in a condition that is unsanitary, is a fire, life or safety hazard, or is likely to cause sickness or disease because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, or lack of sufficient fire-resistive construction, fire protection systems and connections, electrical systems and connections, fuel connections or mechanical or plumbing systems and connections.

Occupant means and includes any person who occupies the whole or a part of a building, premises, or land, whether alone or with others.

Owner means and includes:

- (1) any person, co-partnership, association, corporation, or fiduciary owning or holding a legal or equitable title or any interest in any real property, including the holder of a certificate of purchase or certificate of redemption, except a future or reversionary interest and except the interest of a public trustee, lien holder, mortgagee or beneficiary of a deed of trust; or
- (2) the owner of record.

Owner of record means the person having recorded title to the property at any given point in time at which the record is provided by the appropriate county clerk and recorder's office.

Person means and includes any individual, partnership, corporation or association; and the agent, servant or employee of any individual, partnership, corporation or association.

Responsible party means and includes:

- (1) Any person who creates, makes or causes any nuisance to exist;
- (2) Any person who operates or conducts any nuisance;
- (3) Any person who encourages or permits any nuisance to exist;
- (4) Any person who maintains or fails to prevent, discontinue or abate the nuisance;
- (5) Any person in charge of a property where any nuisance exists or is found.

Open fire or open burning has the meaning set forth in the International Fire Code, as adopted by the Town and as may be amended from time to time. Any fire that is not a recreational fire shall be deemed to be an open fire.

Person in charge of a property means any person in actual or constructive possession or control of a property, including, but not limited to, an owner, occupant, agent or property manager of a property under such person's control, and any bank or financial institution in actual or constructive possession or which possesses any sort of lien or interest in the property.

Portable outdoor fireplace means a portable, outdoor solid-fuel-burning fireplace that may be constructed of steel, concrete, clay, or other noncombustible material. A portable outdoor fireplace may be open in design or may be equipped with a small hearth opening and a short chimney or chimney opening in the top. This type of fireplace is sometimes known as a chiminea.

Public place means any place commonly or usually open to the general public or to which members of the general public may resort, or is accessible to members of the general public. By way of illustration, such public places include, but are not limited to, public ways, streets, buildings, sidewalks, alleys, parking lots, shopping centers, shopping center malls, and places of business usually open to the general public.

Recreational fire means an outdoor fire where the fuel being burned is not contained in an incinerator and that has a total fuel area of three feet (914 mm) or less in diameter and two feet (610 mm) or less in height for pleasure, religious, ceremonial, cooking, warmth, or similar purposes. For purposes of this article, a recreational fire includes, but is not limited to, a fire in a charcoal barbeque grill, a barbeque pit, a fire pit, or a fixed, permanent outdoor fireplace, a fire in a barrel or drum, a fire in a portable outdoor fireplace, or a fire in a tiki torch, or in a similar device, object, or piece of equipment. It also includes any fire created as a result of the use of liquid- or gas-fueled appliance.

Shrub means a woody perennial plant, smaller than a tree, usually having permanent stems branching from or near the ground.

Trash means combustible refuse, including but not limited to paper, cartons, boxes, barrels, wood (except stacked firewood and stacked construction materials), tree branches, yard trimmings, dead plant material, wood or upholstered furniture or bedding, or similar substance or material; noncombustible refuse, including but not limited to metals, tin or aluminum cans, metal furniture, dirt, rock, pieces of concrete, glass, crockery or other minerals or mineral wastes; and street rubbish, including but not limited to street sweepings, dirt, leaves, catch bag dirt and contents of a litter receptacle. "Trash" does not include earth and waste from building construction during the period in which a valid building permit issued by the town is active.

Turf grass means any of a variety or combination of varieties of perennial grasses, such as Kentucky bluegrass or rye, historically used for residential lawns and typically maintained at a height not exceeding eight inches.

Undeveloped property means property that is not "developed property" as defined herein or property that has been overlot graded, but not improved.

Vehicle means a machine propelled by power other than human power designed to travel along the ground by use of wheels, treads, runners, or slides to transport persons or property or pull non-self-propelled vehicles or machinery, and includes, without limitation, automobile, airplane, boat, truck, trailer, motorcycle, motor scooter, moped, tractor, buggy, and wagon.

Weed means any undesirable plant or part thereof which has been designated and listed as a "noxious weed" on either the Federal and Colorado Noxious Weed Lists, and shall include, without limitation, common ragweed, leafy spurge, Canada thistle, musk thistle, fireweed, bindweed, mustard, scotch thistle, Russian thistle, sandburs and other similar plants and vegetation.

Yard waste means leaves, grass clippings, brush, tree prunings and other vegetative waste matter, such as garden plants, weeds, and crop residue.

Sec. 7-1-30. Nuisances prohibited.

- (a) It shall be a violation of this article for any person to:
 - (1) Do any act constituting a nuisance; or
 - (2) Create, operate, maintain, or conduct any nuisance; or
 - (3) Knowingly fail to act where such failure causes or continues a nuisance; or
 - (4) Permit or encourage any activity or condition constituting a nuisance; or
 - (5) Permit, encourage, aid or abet in the creation or maintenance of a nuisance; or
 - (6) Interfere with or prevent or attempt to interfere with or prevent the abatement of any nuisance by an officer, employee or agent of the town pursuant to the provisions of this article.
- (b) The prohibitions of this section shall apply only to a responsible party.
- (c) Any violation of any injunction or order issued by the municipal court in an action to abate a nuisance may be punished as a contempt of court or by a fine as specified in section 1-4-20 or 1-4-30 of this Code. Unless the violation by its nature cannot be corrected, each day's (24 hours) failure to comply with an injunction or order to abate shall constitute a separate violation, for which an additional penalty may be imposed.

Sec. 7-1-40. Inspection of property.

- (a) *Authorized inspector.* The town manager shall have the power and authority to appoint and authorize any police officer, building inspector, or code enforcement officer of the town to inspect and examine any public or private property in the town for the purpose of ascertaining the nature and existence of any nuisance.
- (b) *Right of entry generally.* Whenever necessary to make an inspection to enforce any of the provisions of this chapter, or whenever an authorized inspector has reasonable cause to believe that there exists in any building or upon any premises any condition which constitutes a nuisance hereunder, such inspector may enter such building or premises at all reasonable times to inspect the same or to perform any lawful duty. If such building or premises is unoccupied, the inspector shall first make reasonable effort to locate the owner or occupant or other person or persons having charge or control of the building or premises. Upon locating the owner or occupants, the inspector shall present proper credentials and request entry. If entry is refused, the inspector shall give the owner or occupant, or, if the owner or occupant cannot be located after a reasonable effort, leave at the building or premises a written notice of intention to inspect not sooner than 24 hours after the time specified in the notice. The notice given to the owner or occupant or left on the premises shall state that the property owner or occupant has the right to refuse entry and that in the event such entry is refused, inspection may be made only upon

issuance of a search warrant by the municipal judge or by a judge of any other court having jurisdiction.

- (c) *Search warrants.* After the expiration of the 24-hour period from the giving or leaving of such notice, the authorized inspector may appear before the municipal court and, upon showing of probable cause by written affidavit, shall obtain a search warrant entitling the inspector to enter the building or upon the premises. Upon presentation of the search warrant and proper credentials, or possession of the same in the case of an unoccupied building or premises, the authorized inspector may enter into the building or upon the premises using such reasonable force as may be necessary to gain entry.
- (d) *Probable cause.* The person applying for such warrant shall not be required to demonstrate specific knowledge of the condition of the particular structure or premises at issue in order to obtain a search warrant, but must show some objective facts, or circumstances, which are reasonably trustworthy, that would cause an ordinary prudent person to act. It is unlawful for any owner or occupant of the building or premises to deny entry to any authorized inspector or to resist reasonable force used by an authorized inspector acting pursuant to this section.
- (e) *Emergencies.*
 - (1) Whenever an emergency situation or exigent circumstances exists in relation to the enforcement of any of the provisions of this article, an authorized inspector, upon a presentation of proper credentials or identification in the case of an occupied building or premises, may enter into any building or upon any premises.
 - (2) In an emergency situation or exigent circumstance, an authorized inspector may use such reasonable force as may be necessary to gain entry into the building or upon the premises.
 - (3) For purposes of this subsection, the term "emergency situation" or "exigent circumstance" includes any situation that would cause a reasonable person to believe that prompt action is necessary: (i) to respond to an imminent danger of loss of, or serious injury or damage to, life, limb or property; or (ii) to prevent imminent destruction of evidence.
- (f) *Search warrants issued upon showing of probable cause.* The municipal judge shall have power to issue search warrants upon a showing of probable cause as set forth in this section.

Sec. 7-1-50. Notice of nuisance.

- (a) Except as otherwise specified within this article, upon the discovery of any nuisance on public or private property within the Town, the Town shall notify any and all responsible parties to remove and abate the thing or things herein described as a nuisance within the time specified in the notice.

(b) *Service of notice.* The Town may serve written notice to abate upon the responsible party(ies) described in the notice by one (1) of the following methods:

- (1) Personally delivering a copy of the notice to such person;
- (2) Leaving a copy of the notice at such person's residence, with any individual whose age is 18 years or older and who is a member of such person's family or who is cohabitant;
- (3) Leaving a copy of the notice at such person's usual workplace, with such person's supervisor, secretary, human resources representative or any individual who is the owner of the business or employee of the business authorized to accept service for such person;
- (4) Delivering a copy of the notice to a person authorized by appointment or by law to receive service of process;
- (5) Mailing a copy of the notice by certified mail, to such person's last known address; or
- (6) If personal service or service by mail cannot be effectuated, notice shall be given by posting the notice in a conspicuous place at the premises, if possible, or if not possible, by posting such notice at the Severance Town Hall and by mailing a second copy of the notice by regular mail to such person's last known address. When the owner of an abandoned vehicle cannot be located by a reasonable search, notice shall be given by attaching the notice to the vehicle.

Personal service shall be deemed complete upon the date of personal delivery or three (3) business days after the date of mailing as required herein.

(c) Any written notice issued pursuant to Subsection (b) above shall include:

- (1) A description of the nuisance;
- (2) A date by which the nuisance must be abated;
- (3) A statement informing the responsible party that, if the nuisance is not abated within the time specified, the nuisance may be abated by the Town and/or the Town may proceed with civil or criminal proceedings in Municipal Court for violating the provisions of this Chapter;
- (4) A statement that, if the Town abates the nuisance, the Town is entitled to recover the actual cost of abatement;

- (5) A statement that, if the cost of abatement is not paid, a lien may be placed upon any property on which the abatement was performed. Failure to substantially comply with this notice shall not invalidate the proceedings.
- (d) Service of the notice and demand shall be a prerequisite to the commencement of civil proceedings by the town, except for situations involving emergency abatement. The fact that the person or entity against whom legal action is initiated does not actually receive such notice shall not preclude such litigation, provided the town has acted in good faith and in a manner reasonably calculated to give notice to the owner, occupant, person having control or agent thereof.

Sec. 7-1-60. Abatement of nuisance; procedure.

The Town may abate a public nuisance by any of the following procedures:

- (a) *Summary abatement.* Where, in the opinion of the town manager, chief of police, code enforcement officer, or such person's designee, a nuisance exists and constitutes an immediate and serious danger to the public health, safety or welfare or, in the case of any nuisance in or upon any public street or public property, such may be summarily abated without notice of any kind.
- (b) *Abatement after notice.* If, after written notice has been given, the responsible party refuses or fails to abate the nuisance in the time specified in the notice, the Town may enter upon such property for the purposes of abating the nuisance in the case of any nuisance in or upon any public street or public property.
- (c) *Abatement by civil action.* If, after written notice has been given, the responsible party refuses or fails to voluntarily abate the nuisance within the time specified in the notice, and if the Town elects not to summarily abate the nuisance, the town may initiate a civil action in the municipal court to have the nuisance declared as such by the court and for an order enjoining the nuisance or authorizing its restraint, removal, termination of abatement by the responsible party, or a code enforcement officer or any authorized town employee, or any person under contract with the town to perform such service. A civil action shall be brought in accordance with the procedures set forth in section 7-1-70.
- (d) *Abatement by criminal action.* If, after written notice has been given, the responsible party refuses or fails to voluntarily abate the nuisance within the time specified in the notice, and if the Town elects not to file a civil suit to abate the nuisance, the town may initiate a criminal action in municipal court to require compliance with the provisions of this chapter in accordance with the municipal court rules of procedure.

Sec. 7-1-70. Civil action to abate.

- (a) *Commencement of action.* The civil action to declare and abate a nuisance is commenced by the filing of a complaint in the municipal court, which shall be verified or supported by affidavit.

- (b) *Summons.* The summons shall be issued in accordance with the municipal court rules of procedure.
- (c) *Notice of appearance.* A notice of appearance shall be served with the summons and complaint. The appearance date shall be not less than 14 days from the date of service of the summons.
- (d) *Process.* The summons and verified complaint shall be served in accordance with the municipal court rules of procedure.
- (e) *Trial.* Trial shall be to the court, and the municipal court rules of procedure shall apply. The trial shall be held upon the appearance date, unless the court grants a continuance for good cause shown. In any action filed, the Town shall have the burden of showing, by a preponderance of the evidence, that a nuisance occurred on/or within the property identified in the complaint.
- (f) *Filing of response.* The party-defendant named in the complaint shall file a response on or before the appearance date set forth in the notice of appearance.
- (g) *Failure to file response and appear.* Upon the date and at the time set for appearance and trial, if the party-defendant has filed no response and fails to appear and if the town shows that proper service was made on the party-defendant at least 14 days prior to the appearance date, the court may grant such orders as are requested by the town; except that, the court shall order that enforcement by the town be stayed for ten days and that a copy of the court's order be mailed to the respondent's last known address. Failure to appear on any other date set for trial shall be grounds for entering a default and judgment thereon against a non-appearing party. For good cause shown, and prior to enforcement, the court may set aside an entry of default and the judgment entered thereon.
- (h) *Intervention.* Any person holding any legal or equitable interest in the parcel who has not been named as a party-defendant may intervene as a party-defendant. No other person may intervene.
- (i) *Appeal.* The judgment of the Municipal Court may be appealed to the district court.
- (j) *Indispensable parties.* The defendants to an action commenced under this article, and the person liable for and subject to the remedies may include any owner, owner of record, all tenants and occupants of the subject property, all managers and agents for any person claiming an ownership or leasehold interest in such property, any responsible party, and anyone necessary to carry into effect the court's orders. None of these parties shall be deemed necessary or indispensable parties.

Sec. 7-1-80. Abatement orders.

- (a) *Issuance and effect of temporary and permanent abatement orders.* The issuance of temporary or permanent abatement orders under this article shall be governed by the municipal court rules of procedure, pertaining to temporary restraining orders, preliminary injunctions and permanent injunctions, except to the extent of any

inconsistency with the provisions of this article, in which event the provisions of this article shall prevail. Temporary abatement orders provided for in this article shall go into effect immediately when served upon the property or party against whom they are directed. Permanent abatement orders shall go into effect as determined by the court. No bond or other security shall be required of the town upon the issuance of any temporary abatement order.

- (b) *Form and scope of abatement orders.* Every abatement order under this article shall set forth the reasons for its issuance; shall be reasonably specific in its terms; shall describe in reasonable detail the acts and conditions authorized, required or prohibited; and shall be binding upon the subject property, the parties to the action, their attorneys, agents and employees, and any other person named as a defendant in the nuisance action and served with a copy of the order.
- (c) *Substance of abatement orders.* Temporary or permanent abatement orders entered under this article shall be narrowly tailored so as to address the particular kinds of separate violations that form the basis of the alleged nuisance. Such orders may include:
 - (1) Orders requiring any defendant to take steps to abate the nuisance;
 - (2) Orders authorizing town personnel to take reasonable steps to abate the nuisance activity and prevent it from recurring, considering the nature and extent of the separate violations;
 - (3) Orders prohibiting certain named individuals from entering the property;
 - (4) Orders reasonably necessary to access, maintain or safeguard the property; and/or
 - (5) Orders reasonably necessary for the purposes of abating the nuisance or preventing the nuisance from occurring or recurring; provided, however, that no such order shall require the seizure of, the forfeiture of title to, or the appointment of a special receiver to protect, possess, maintain or operate any property.
- (d) *Temporary abatement orders.*
 - (1) The purpose of a temporary abatement order shall be to temporarily abate an alleged nuisance pending the outcome of the matter's judicial proceeding. A temporary abatement order may be issued by the court, even if the effect of such order is to change, rather than preserve, the status quo.
 - (2) At any hearing on a motion for a temporary abatement order, the town shall have the burden of proving that there are reasonable grounds to believe that a nuisance occurred in or on the subject property and, in the case of a temporary order granted without notice to the defendant, that such order is reasonably necessary to avoid immediate, irreparable loss, damage or injury.
- (e) *Permanent abatement orders.* Where the existence of a nuisance is established in a civil action under this article, the court shall enter a permanent abatement order requiring the

defendant to abate the nuisance and take specific steps to prevent the same and other nuisances from occurring or recurring on the property.

(f) *Motion to vacate or modify temporary abatement orders.*

(1) *General.* At any time a temporary abatement order is in effect, any defendant or any person holding any legal or equitable interest in any property governed by such an order may file a motion to vacate or modify said order. Any motion filed under this subsection shall state specifically the factual and legal grounds upon which it is based, and only those grounds may be considered at the hearing. The court shall vacate the order if it finds by a preponderance of the evidence that there are no reasonable grounds to believe that a nuisance was committed in or on the property. The court may modify the order if it finds by a preponderance of the evidence that such modification will not be detrimental to the public interest and is appropriate, considering the nature and extent of the violations.

(2) *Consolidation of hearing with other proceedings.* If all parties so stipulate, the court may order the trial on the merits to be advanced and tried with the hearing on these motions.

(g) *Noncompliance to court issued order.* It shall be unlawful for any person to fail to comply or refuse to abide by any of the terms and conditions of a temporary or permanent order issued by the court. Unless the violation by its nature cannot be corrected, each day's failure to comply with an injunction or order to abate shall constitute a separate violation for which an additional penalty may be imposed.

(h) *Contempt of court.* Any violation of any injunction or order issued by the Municipal Court in an action to abate a public nuisance may be punished as a contempt of court.

Sec. 7-1-90. Remedies.

(a) The town and any defendant to an action under this article may, upon the court's approval, voluntarily stipulate to orders and remedies, temporary or permanent, that are different from those provided in this article.

(b) In any case in which the town prevails in a civil action initiated pursuant to section 7-1-60(c), the town may recover its costs and expenses of declaring and abating the nuisance, including reasonable attorney fees and costs of litigation, such costs may be assessed against the defendant and become a lien against the subject property pursuant to the procedure set forth in this article.

(c) The remedies set forth herein are cumulative. The initiation of any action or the imposition of any penalty hereunder shall not preclude the town from instituting any other proceeding to require compliance with the provisions of this article and with any administrative orders and determinations made hereunder. No provision herein shall be construed to limit or abrogate the right of any person to bring a private action to abate a private nuisance.

Sec. 7-1-100. Interference prohibited.

It is unlawful for any person to interfere with or prevent, or attempt to interfere with or prevent, the abatement of any nuisance by any employee or agent of the town acting pursuant to the provisions of this article.

Sec. 7-1-110. Assessment and collection of costs of abatement.

- (a) In the event the town chooses to abate a nuisance under section 7-1-60, the responsible party, the owner, or the occupant of the property shall be liable for all actual costs and expenses incurred by the town in abating such nuisance.
- (b) The costs of abatement may be recovered by:
 - (1) A claim for restitution, in the event the town chooses to abate a nuisance under section 7-1-60(d);
 - (2) The institution of a civil action for damages, in the event the town chooses to abate a nuisance under section 7-1-60(c); or
 - (3) If the costs of abatement have not been otherwise collected, the town may prepare a statement enumerating the actual costs of abatement incurred by the town, and file a first and prior lien upon the property relating back to the date upon which the abatement was performed. Penalty and interest shall be assessed at a rate equivalent to that which is assessed by state law upon delinquent general property taxes. Such lien shall have priority over all other liens except general taxes and shall, upon the town's certification and filing with the county, be collected and paid to the town by the county treasurer in the same manner as delinquent general property taxes.
 - a. A copy of the statement shall be mailed, by registered or certified mail, or personally delivered to the owner of the property.
 - b. The owner shall have 30 days from the date of mailing or delivery of the same to pay the assessment.
 - c. The owner may request, in writing, a hearing before the town manager to object to or contest the amount of the assessment.
 - d. The written request must be made within 30 days from the date of certified mailing or delivery of the same.
 - e. The town clerk shall then schedule the matter for hearing before the town manager. The owner shall be given written notice at least two (2) weeks prior to the date, time and place of any hearing scheduled before the town manager.

- f. The decision of the town manager shall be final and provided in writing to the property owner within seven days of the hearing.

DIVISION II - SPECIFIC NUISANCES

Sec. 7-1-200. Snow removal.

- (a) *Snow or ice requirements and restrictions.*
 - (1) It shall be unlawful and constitute a nuisance for any person to allow snow or ice to remain on any sidewalk open to the public and abutting or adjoining the property controlled, owned or occupied by such person after 24 hours of the last measurable snowfall or snowdrift.
 - (2) It shall be unlawful and constitute a nuisance for any person, without the permission of the public works director or such person's designee, to throw, deposit, or scatter or cause to be thrown, deposited or scattered upon any public place, other than the curb line, snow or ice removed from any property.
- (b) *Notice of violation.* Any code enforcement officer is authorized and directed to give notice to any owner, owner's agent, occupant or lessee of property being kept or maintained in violation of the provisions of this article. Such notice may be personally served upon such person or, if not personally served, may be posted upon the property or deposited in the United States mail, addressed to the occupant and owner of record at the address on the assessment roll of the county assessor or at such other, more recent, address as may be available to the town, or with respect to notice to occupants, at the address of the property so occupied. If service or mailing of the notice is to any party other than the owner, or if the property is posted, a copy of the notice shall be mailed via United States mail to the owner of record.
 - (1) The notice shall state that, if the offending snow or ice is not removed from such property as prescribed by this article on or before one day from the date of such notice, the removal may be done by the town and all costs of abatement, including the cost of inspection and all other incidental costs in connection therewith, including administrative costs, will be charged against the property, in addition to any other penalty and costs or orders that may be imposed.
- (c) *Removal authority; assessment lien on property.* If the offending property has not been brought into compliance with this article within three days from the date of the notice, the abatement may be done by the town, either by town personnel or by private contractors. In the event of such abatement by the town, the cost, including inspection, all other incidental costs in connection therewith, including administrative costs shall be assessed against the offending property.

Sec. 7-1-205. Blowing dust.

- (a) It is unlawful and deemed a nuisance for a person to maintain any lot or lots or vacant land within the Town so as to allow the blowing of dust, soil or sand from such property

to the detriment of the health, safety and general welfare of the inhabitants of the Town or to cause damage to the real or personal property of any person or of the Town.

- (b) It is unlawful and deemed a nuisance for the owner or occupant of any lot or lots or vacant land within the Town to maintain lots or vacant land in such a manner that permits dust or blowing soil or blowing sand to be deposited on other property, or to be deposited upon or within any public street, public highway or public way.
- (c) *Control of dust.* It is unlawful and a nuisance for any person to own, possess or control any cleared area, construction site, parking lot, vacant lot or other site use by vehicular traffic or construction equipment, or own, possess or control any open pit, storage or stockpile area, without implementing preventative fugitive dust control measures, which may include, but are not limited to, the following:
 - (1) Wetting down the dust producing area;
 - (2) Landscaping;
 - (3) Covering, shielding or enclosing;
 - (4) Paving on a temporary or permanent basis;
 - (5) Treating through the use of palliative and chemical stabilization in conformance with state guidelines.

Sec. 7-1-210. Grass and weeds.

- (a) *Developed property.* It is unlawful, and shall constitute a nuisance for any person who is an owner, owner's agent, occupant, or lessee of any developed property to permit or maintain on any such property, or within any easements and rights-of-way adjacent to such property, any accumulation, collection, presence or growth of any of the following:
 - (1) Noxious weeds; or
 - (2) Turf grass or weeds over eight inches in height.

This Subsection does not apply to natural grasses in open space and passive common areas; landscape or decorative grasses; flower or vegetable gardens, cultivated or tended shrubbery, xeriscape plants and materials; or agricultural crops on land zoned for agriculture, including, but not limited to, hay or grass grown for feed, fodder or forage.

- (b) *Undeveloped property.* It is unlawful, and shall constitute a nuisance for any person who is an owner, owner's agent, occupant, or lessee of any undeveloped property to permit or maintain on any such property, or within any easements and rights-of-way adjacent to such property, any accumulation, collection, presence or growth of weeds. Undeveloped property shall be allowed to grow native and other acceptable vegetation to their naturally occurring heights, as this practice is essential for accepted erosion control practices, wildlife habitat and natural suppression of weeds. This Subsection does not apply to

agricultural crops on land zoned for agriculture, including, but not limited to, hay or grass grown for feed, fodder or forage.

- (c) Weeds shall be controlled by cutting, spraying or other lawful and suitable methods of weed control.
- (d) The Town Council may, by resolution, exempt certain areas in the Town, whether publicly or privately owned, from the prohibitions contained in this Section, if the Town Council determines that such areas are: natural open space, passive common areas, conservation areas, erosion control areas, agricultural zoned property or irrigation or drainage ditch rights-of-way.

Sec. 7-1-215. Overgrown, diseased and prohibited vegetation.

- (a) *Overgrown trees, grasses and shrubs.* No person shall allow:
 - (1) Any branch of any tree, shrub or other vegetation to overhang streets or alleys in such a manner that the branches interfere with the safe and unobstructed movement of vehicles on any street or alley; or
 - (2) Any branch of any tree, shrub or other vegetation to overhang the first eight (8) feet of space above any public sidewalk; or
 - (3) Any landscaping, grasses, or plant material installed within site distance triangles to grow in such a manner as to interfere with or impede a motorist's view of approaching traffic, traffic signs and traffic signals; or
 - (4) Any branch of any tree, shrub or other vegetation to overhang public rights-of-way in such a manner as to visually obstruct a motorist's view of traffic signs and traffic signals.
- (b) *Diseased trees and shrubs.* Trees, shrubs and other vegetation which are dead, broken, diseased, infested by insects, or impede the passage of pedestrians or vehicles or obstruct sight-lines of any public street or highway or any official traffic control device so as to endanger the well-being of other trees, shrubs or vegetation or constitute a potential threat or hazard to people or property within the Town are hereby declared a nuisance.
- (c) The code enforcement officer shall give written notice to the owner or occupant of any property abutting Town rights-of-way or other public property of any condition deemed unsafe caused by trees and other vegetation overhanging or projecting from such abutting property and onto or over such right-of-way or other public property with such unsafe condition. In case the owner or occupant of such property fails to follow the requirements of such notice, then it shall be the duty of the Town to correct any such unsafe condition immediately upon the expiration of the notice periods specified in the notice of abatement.
- (d) It is unlawful and deemed a nuisance for any person, firm or corporation to cut, trim, spray, remove, treat or plant any tree, vine, shrub, hedge or other woody plants upon

access-controlled arterials or other public parks and greenbelts within the town, unless authorized by the town.

- (e) It is unlawful and deemed a nuisance for any person to injure, damage or destroy any tree, shrub, vine, hedge or other vegetation in or upon public rights-of-way or other public property within the town, unless authorized by the town.

Sec. 7-1-220. Abandoned, junk and inoperable vehicles.

- (a) It is unlawful and constitutes a nuisance for any person to:
 - (1) Abandon a vehicle; or
 - (2) Leave any junk or inoperable vehicle upon any public property; or
 - (3) For the owner of any vehicle or any person who is in charge, control or possession of property, to permit or allow any abandoned, junked, or inoperable vehicle to remain on such property for a time period in excess of 48 hours, except that this subsection shall not apply to:
 - a. A vehicle or parts of a vehicle in a completely enclosed structure; or
 - b. A vehicle on the premises of a commercial enterprise operated in a lawful place and manner when necessary to the operation of such business provided that such vehicle or parts are stored in accordance with the Severance Municipal Code; or
 - c. A vehicle in a storage place or depository maintained for vehicles impounded by or for the town; or
 - d. Trailers.

Sec. 7-1-225. Hobby vehicles.

- (a) It shall be unlawful for any person to repair, restore, recondition or perform maintenance on a hobby vehicle, except as follows:
 - (1) Hobby vehicles must be kept in either a completely enclosed garage or in a side or back yard behind a solid fence of at least six feet in height so that the hobby vehicle is not visible from any adjacent property line or public right-of-way.
- (b) Minor repair or maintenance of vehicles, which includes, but is not limited to, changing of oil, spark plugs, tires and replacing of fluids is permitted, so long as such work is completed within three consecutive days and such work shall not be performed on any public property or right-of-way.

Sec. 7-1-230. Littering public or private property.

- (a) *Streets and roads.*

- (1) It is unlawful and a nuisance for any person involved in the operation of a vehicle to track, scatter or deposit or cause to be tracked, scattered or deposited, any sand, gravel, rocks, mud, dirt, dust or any other such object upon any public thoroughfare or right-of-way.
- (2) It is unlawful and a nuisance for any person to operate a vehicle containing sand, gravel, rocks, mud, dirt, or any other such object unless such load is covered or otherwise prevented from dropping, leaking, blowing, or otherwise escaping from the vehicle upon any public thoroughfare or right-of-way.
- (3) The provisions of this subsection shall not apply where such vehicles are used in authorized snow removal activities or where sand or gravel is used for the purpose of securing traction in inclement weather.

(b) *Litter prohibited.*

- (1) It is unlawful and constitutes a nuisance for any person to throw or deposit, or cause or permit to be thrown or deposited upon any street, alley, sidewalk or public property or place in the town, any garbage, trash, litter or junk, or hazardous material as defined by 40 C.F.R. Part 261, or other offensive matter, except in public receptacles or authorized private receptacles.
- (2) It is unlawful and deemed a nuisance for any person to obstruct, litter or damage any street, avenue, alley, sidewalk, highway, public right-of-way, public grounds, park, recreation facility or public property in the town.

Sec. 7-1-235. Unclean stable or stall; manure fertilizer offensive in odor.

- (a) Any animal or fowl enclosure in which any animal or fowl shall be kept, or in any other place within the Town in which manure or liquid discharges of such animals or fowls shall accumulate, and which is maintained in an unsanitary condition, allowing an offensive odor to escape therefrom, providing an insect or rodent attractant, or endangering the health of such animals, shall be deemed a nuisance.
- (b) It is unlawful and constitutes a nuisance for any person to use manure or other organic material on premises for fertilizing purposes if such creates unsanitary conditions or odors upon any adjoining or surrounding property offensive to a reasonable person for a period of 14 or more consecutive days.
- (c) Whenever manure or any other organic material shall accumulate and affect the health of the public, it may be forbidden and designated a nuisance under the provisions of this article.

Sec. 7-1-240. Offensive locations.

- (a) *Geological hazard areas.* It is unlawful and constitutes a nuisance for any person to aggravate any geologic hazard area of the town by means of disturbing vulnerable rock slopes or unstable soil slopes. For purposes of this section, “geologic hazard area” means

a geologic phenomenon which is so unstable that any use of such area may result in landslides, rock falls, mudflow or creep.

- (b) *Polluted water.* A swimming pool, pond or other body of water which is abandoned, unattended, unfiltered, or not otherwise maintained, resulting in the water becoming polluted, or any standing or flowing water from a septic tank, cesspool, or sewer service line within the Town shall constitute a public nuisance. For purposes of this subsection the term “polluted water” means water contained in a swimming pool, pond, or other body of water, which contains one or more of the following: bacterial growth, including algae; remains of insects; remains of deceased animals; reptiles; rubbish; feces; refuse; debris; papers; and any other foreign matter or material which because of its nature or location constitutes an unhealthy or unsafe condition.
- (c) *Water supply ditch.* It is unlawful and constitutes a nuisance for any person to own or operate a water supply ditch where the condition of the ditch is such that it creates a health, sanitation or safety hazard upon any property within the town.
- (d) *Open wells, cisterns or excavations.* It is declared that excavations exceeding five (5) feet in depth, cisterns and wells or an excavation used for storage of water within the Town are public nuisances unless the same are adequately covered with a locked lid, or other covering weighing at least sixty (60) pounds or are securely fenced with a solid fence to a height of at least five (5) feet; and it is unlawful for any person to permit such nuisance to remain on premises owned or occupied by such person.
- (e) *Property and buildings.* It is unlawful and constitutes a nuisance for any person to own, lease, occupy, manage or possess any property upon which any of the following conditions exist:
 - (1) The premises are so defective, unsightly, or in such condition or disrepair that they impair the value of the surrounding property. Manifestation of this condition shall include, but not be limited to, the keeping on, or disposing of on, or the scattering over the premises of any of the following:
 - a. Junk, garbage or trash, as defined in this title;
 - b. Stagnant water or an excavation of five feet or more in depth; or
 - (2) The premises are abandoned, boarded up, partially destroyed, or left in a state of partial construction or destruction; or
 - (3) Structures on the premises have dry rot, warping, or termite infestation; or
 - (4) The premises have broken windows or unsecured entrances which may cause hazardous conditions and/or invite trespassers and other unlawful acts; or
 - (5) The landscaping on the premises has not been maintained such that the majority of plant material has been adequately irrigated and maintained in a living and healthy condition.

Sec. 7-1-245. Offensive trade or business.

Whenever the pursuit of any trade, business or manufacture or maintenance of any substance or condition of things results in a condition detrimental to the health, safety or general welfare of the inhabitants of the Town, such pursuit shall be deemed a nuisance and shall be abated. By way of illustration, but not limitation, the pursuit of the following trades or businesses within the Town shall constitute unlawful nuisances:

- (1) *Storage operations.* All places at which the owner or occupant keeps, stores or permits to be kept or stored any building materials, construction materials, liquids, debris, paper, trash, waste material or litter upon any property in such a manner as to cause a fire hazard to a building, improvement, or other property, or other detriment to the health, safety or general welfare of the inhabitants of the Town, or in such a manner that the stored materials may be blown or deposited upon any other public or private property, unless such materials are covered and secured so as to prevent such materials from being scattered about or otherwise dispersed by wind, water or other natural causes.
- (2) *Construction sites.* All places at which construction or excavation operations occur and from which trucks or other vehicles emerge from the site and carry onto or deposit in any street or other public place any mud, dirt, sticky substance or other litter which causes a hazard to automobile traffic or which otherwise causes a detriment to the health, safety or welfare of the inhabitants of the Town.

Sec. 7-1-250. Graffiti.

- (a) Any graffiti vandalism, which is visible from any public facility, street, trail or park, is declared to be a public nuisance.
- (b) Graffiti vandalism shall not constitute a "public nuisance" and no charges or liens for the costs of abatement or summons and complaint or civil action shall be imposed or commenced by the town against a responsible party, if, subject to the availability of appropriated funds, such person:
 - (1) Within 15 calendar days of the date of the graffiti vandalism abatement notice from the town, or in the absence of receipt of such notice upon written request for removal to the town, such person executes a release, waiver and consent form authorizing the town to enter upon the property and remove the graffiti vandalism; or
 - (2) If upon inspection, the town determines that removal of the graffiti vandalism would require specialized equipment or pose a substantial risk of injury or harm to town personnel performing such work, the removal of the graffiti vandalism shall remain the obligation of the responsible party.

Sec. 7-1-255. Burning of trash, litter and rubbish; yard waste.

It is unlawful and shall constitute a nuisance for any person to build, maintain, attend or use an open fire, a portable outdoor fireplace, or recreational fire, or to conduct open burning, in the town, including public and private lands, for purposes of removing and disposing of trash, junk, rubbish, litter, or yard waste.

Sec. 7-1-260. Burning of irrigation ditches; crop fields.

- (a) It is unlawful and shall constitute a nuisance for any person to build, maintain, attend or use an open fire, or to conduct open burning of irrigation ditches or crop fields in the town without having first obtained a burn permit issued by the Windsor-Severance Fire Protection District, or in a manner contrary to the terms, conditions and restrictions set forth in such permit and any fire restrictions or fire ban issued by the Windsor-Severance Fire Protection District or Weld County to be in effect within or upon any area within the town. A copy of said permit shall be provided to the Town prior to the commencement of burning.
- (b) Any person engaging in such burning shall comply with any applicable state laws and regulations relating to the building, maintaining or attending to an open fire or acts related to, or that may create, open burning, including but not limited to any requirement to obtain an open burning permit from the Colorado Department of Public Health and Environment, as well as any and all terms, restrictions, and conditions contained in the burn permit issued by the Windsor-Severance Fire Protection District.

Sec. 7-1-265. Use of air compression brakes prohibited.

- (a) It is unlawful and shall constitute a nuisance for the operator of a motor vehicle equipped with an engine compression brake device to use such device while operating the vehicle within the town.

ARTICLE 2 - ABANDONED VEHICLES

Sec. 7-2-10. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Abandoned vehicle means:

- (1) Any vehicle left unattended on private property for a period of 48 hours or longer without the consent of the owner, occupant or tenant of such property or such person's agent;
- (2) Any vehicle left unattended on public property, including any portion of a street or highway right-of-way, within the limits of the town for a period of 24 hours or longer, which is not removed within forty-eight (48) hours from the date of service of the notice specified in section 7-1-50(b);

- (3) Any "junk vehicle" as defined in section 7-1-20; or
- (4) Any vehicle stored in an impound lot at the request of its owner or the owner's agent or the police department and not removed from the impound lot according to the agreement with the owner or agent or within 72 hours of the time the police department notifies the owner or agent that the vehicle is available for release upon payment of any applicable charges or fees. If the police department requested the storage, the provisions of this article governing public tows apply as of the time of abandonment, and the police department shall be deemed the responsible law enforcement agency. Otherwise, the private tow provisions of this article apply as of the time of abandonment.

Appraisal means a bona fide estimate of reasonable market value made by any vehicle dealer licensed in this state or by any employee of the state patrol, the county sheriff's department or the police department whose appointment for such purpose has been reported by the head of the appointing agency to the executive director of the department of revenue of the state.

Code enforcement officer means personnel of the Severance Police Department, including peace officers, as defined in C.R.S. §§ 18-3-201(2) and 30-15-105, who are empowered by the Town of Severance to enforce the provisions of this article, or any employee of the town, who is designated or authorized by the town manager or by the town manager's authorized representative to enforce the provisions of this article.

Department means the state department of revenue acting directly or through its duly authorized officers and agents.

Disabled vehicle means any vehicle which is stopped or parked, either attended or unattended, upon a street, highway or right-of-way generally open to the use of the public and which is, due to any mechanical failure or any inoperability because of a collision, a fire or any other such damage, temporarily inoperable under its own power.

Impound lot means a parcel of real property that is owned or leased by the town or an operator at which motor vehicles are stored under appropriate protection.

Operator means a person or firm licensed by the public utilities commission of the state as a towing carrier.

Private property means any real property that is not public property.

Private tow means any tow of an abandoned vehicle not requested by the police department.

Public tow means any tow of an abandoned vehicle requested by the police department.

Vehicle means any machine propelled by power other than human power, designed to travel along the ground by use of wheels, treads, runners or slides to transport persons or property or pull machinery and includes, without limitation, automobile, airplane, truck, trailer, motorcycle, motor scooter, tractor, buggy and wagon.

Sec. 7-2-20. Abandonment; authority to impound; public tow.

Any police or code enforcement officer who finds a vehicle which such officer has probable cause to believe has been abandoned on public property may, without further notice or delay, require such vehicle to be removed or cause the same to be removed and placed in storage in any impound lot designated or maintained by the town or to any other place under any of the circumstances hereinafter described:

- (1) The driver of the vehicle is taken into custody by the police department and it is necessary to tow the vehicle to a storage lot to secure it and its contents.
- (2) Removal of the vehicle is necessary in the interest of public health or safety because of fire, flood, snow, storm or other natural or manmade disaster or emergency.
- (3) There is probable cause to believe the vehicle is stolen.
- (4) The vehicle is parked in a designated no parking or tow-away zone.
- (5) The vehicle is illegally parked in a designated handicapped parking space or zone.
- (6) There is probable cause to believe the vehicle has been vandalized or its parts stolen.
- (7) The engine number, vehicle identification number or manufacturer's serial number has been altered, changed or obliterated.
- (8) The vehicle is parked, stopped or standing in a manner which creates an obstruction or hazard or potential obstruction or hazard to any lawful function or use of any public street or other public or private property.
- (9) The vehicle is blocking access to fire hydrants, fire standpipe outlets or fire sprinklers.
- (10) The vehicle is parked, stopped or standing in designated safety zones or safety lanes.
- (11) The vehicle is parked in a designated fire lane.

Sec. 7-2-30. Report; notice; public tow.

- (a) Upon having an abandoned vehicle towed, the police department shall ascertain, if possible, whether or not the vehicle has been reported stolen, and, if so reported, the police department shall recover and secure the vehicle, notify its owner and terminate the abandonment proceedings under this article. The police department shall have the right to recover from the owner its reasonable costs to recover and secure the vehicle.
- (b) As soon as possible, but in no event later than ten working days after having an

abandoned vehicle towed, the police department shall report the same to the department by first class or certified mail, personal delivery or internet communication, which report shall be on a form prescribed and supplied by the department. The report shall contain the following information:

- (1) The fact of possession, including the date possession was taken, the location of storage of the abandoned vehicle and the location from which it was towed, the business address, telephone number and the name and signature of a representative from the police department;
 - (2) If applicable, the identity of the operator possessing the abandoned vehicle, together with such person's business address and telephone number and the carrier number assigned by the public utilities commission; and
 - (3) A description of the abandoned vehicle, including the make, model, color, and year of such vehicle; the license number, issuing state, and the expiration date of the license plate; the vehicle identification number; and a list of the names and addresses of any known owners.
- (c) The police department, upon receiving the department's report as required by state statute, shall determine, from all available information and after reasonable inquiry, whether or not the abandoned vehicle has been reported stolen, and, if so reported, shall recover and secure the vehicle and notify its owner and terminate the abandonment proceedings under this article. The police department shall have the right to recover from the owner its reasonable costs to recover and secure the vehicle.
- (d) As required by state statute, the police department, within ten working days of the receipt of the department's report, shall notify by certified mail or personal service, the owner of record, if ascertained, and any lien holder, if ascertained, of the fact of such report and the claim, if any, and shall send or serve a copy of such notice to the operator. The notice shall contain information that the identified motor vehicle has been reported abandoned to the department, the location of the vehicle, and the location from which it was towed, and that, unless claimed within 30 calendar days from the date the notice was sent or served as determined from the postmark on the notice, the vehicle is subject to sale.
- (e) Such notice shall also inform the owner of record of such person's opportunity to request a hearing concerning the legality of the towing of the abandoned vehicle, pursuant to this article, and the fact that the owner must contact the police department to request, in writing, a hearing within ten days of the postmarked date or date of service of the sending of the notice required by subsection (d) of this section.

Sec. 7-2-40. Hearing.

- (a) Any hearing requested under this article shall be conducted before the municipal judge or a hearing officer appointed by the municipal judge, within 72 hours (excluding Saturdays, Sundays and town holidays) of receipt of a written demand for such hearing, unless the person requesting the hearing waives the right to a speedy hearing. The sole issue before the municipal judge or hearing officer shall be whether there was probable

cause to impound the vehicle. In this section the term "probable cause to impound" means a state of facts to allow a person of ordinary care and prudence to believe that there was a sufficient breach of municipal, state or federal laws, rules or regulations to grant legal authority for the removal of the vehicle.

- (b) The hearing shall be conducted in an informal manner and shall not be governed by the formal rules of evidence. The person demanding the hearing shall have the burden of establishing that such person has the right to possession of the vehicle. The police department shall have the burden of establishing that there was probable cause to impound the vehicle. The municipal judge or hearing officer shall only determine that either there was probable cause to impound the vehicle, or there was not probable cause to impound the vehicle. The decision of the municipal judge or hearing officer shall be a final judgment.
- (c) Upon a finding of no probable cause, towing and storage fees shall be paid by the town in accordance with arrangements made between the town and the operator. If the possessor of the vehicle fails to claim the vehicle from the operator within 24 hours of a finding of no probable cause, excluding hours when the operator is not open for business, the possessor shall assume liability for all subsequent storage charges. It shall be the responsibility of the police department to notify the operator in writing of a finding of no probable cause within one working day after such finding is made.
- (d) Failure of the owner of the vehicle:
 - (1) To request a hearing in writing to the police department within ten days of the postmarked date of service of the notice; or
 - (2) To attend a scheduled post-seizure hearing,shall be deemed a waiver of the right to such hearing.

Sec. 7-2-50. Abandonment; private tow.

- (a) Any owner, tenant, lessee or such person's authorized agent may have an abandoned vehicle removed from such person's property by having it towed and impounded by an operator.
- (b) Any operator in possession of any abandoned vehicle from a private tow shall immediately notify the police department as to the operator's name and the location of the impound lot where the vehicle is located and a description of the abandoned vehicle, including make, model, color and year of such vehicle; the license number, issuing state and expiration date of the license plate; and the vehicle identification number. Upon such notification, the police department shall ascertain, if possible, whether or not the vehicle has been reported stolen and, if so reported, shall recover and secure the vehicle and notify its owner and terminate the abandonment proceedings under this article. The police department shall have the right to recover from the owner its reasonable costs to recover and secure the vehicle.

Sec. 7-2-60. Appraisal and sale of impounded vehicles.

- (a) Public tow abandoned vehicles or vehicles abandoned in an impound lot subsequent to a public tow shall be appraised and sold by the police department or its designated representative at a public or private sale held not less than 30 nor more than 90 days after the date of issuance of the notice required by section 7-2-30.
- (b) If the appraised value of an abandoned vehicle sold pursuant to this section is \$200.00 or less, the sale shall be made only for the purpose of junking, scrapping or dismantling such vehicle, and the purchaser thereof shall not, under any circumstances, be entitled to a state certificate of title. The police department shall cause to be executed and delivered a bill of sale, together with a copy of the required state report to the person purchasing such vehicle. The bill of sale shall state that the purchaser acquires no right to a certificate of title for such vehicle. The police department shall promptly submit a report of sale, with a copy of the bill of sale, to the department and shall deliver a copy of such report of sale to the purchaser of the vehicle.
- (c) If the appraised value of an abandoned vehicle sold pursuant to this section is more than \$200.00, the sale may be made for any intended use by the purchaser thereof. The police department shall cause to be executed and delivered a bill of sale, together with a copy of the required state report and application for a state certificate of title signed by a legally authorized representative of the police department.

Sec. 7-2-70. Proceeds of sale.

- (a) If the sale of any vehicle and its attached accessories or equipment under the provisions of this article realizes a monetary amount less than or equal to the sum of all charges of the operator who has perfected a lien pursuant to state statute, then the operator shall have a valid claim against the owner of record for the full amount of such charges, less the amount received upon the sale of such vehicle
- (b) If the sale of any vehicle and its attached accessories or equipment under the provisions of this article realizes a monetary amount greater than the sum of all charges of the operator who has perfected a lien pursuant to state statute, then the proceeds of the sale shall be distributed as provided by state statute unless the town has entered into a towing agreement with an operator which provides for a specified contractual distribution.

ARTICLE 3 - SOLID WASTE

Sec. 7-3-10. Definitions.

Bulky item means refuse items that are too large or too voluminous to be placed in a residential refuse container, which include, but are not limited to, furniture or appliances, and small equipment, such as lawnmowers.

Collector means any person providing collection services for solid waste, and/or recyclables and organics.

Electronic device means a device that is marketed by a manufacturer for use by a consumer and that is:

- (1) A computer, peripheral printer, facsimile machine, digital video disc player, video cassette recorder or other electronic device specified by rule promulgated by the State of Colorado Solid and Hazardous Waste Commission, or
- (2) A video display device or computer monitor, including a laptop, notebook, ultrabook, or network computer, television, tablet or slate computer, electronic book or other electronic device specified by rule promulgated by the State of Colorado Solid and Hazardous Waste Commission that contains a cathode ray tube or flat panel screen with a screen that is greater than four (4) inches measured diagonally.

Excluded waste means all commercial and industrial solid waste, refuse, construction debris, dead animals, institutional solid waste, hazardous waste, offal waste, stable matter, vegetable waste and special waste, highly flammable substances, liquid waste, certain pathological and biological wastes, explosives, toxic materials, radioactive materials, material that the disposal facility is not authorized to receive and/or dispose of, and other materials deemed by state, federal or local law, or in the reasonable discretion of the town, to be dangerous.

Food waste means all compostable pre- and post-consumer food waste, such as whole and partial pieces of produce, meats, bones, cheese, bread, cereals, coffee grounds, or egg shells, and food-soiled paper, such as paper napkins, paper towels, paper plates, coffee filters, paper take-out boxes, pizza boxes, or other paper products accepted by the designated composting site. Food waste does not include dead animals, plastics, diapers, kitty litter, liquid wastes, ashes, pet wastes, and other materials prohibited by the designated composting site.

Large dead animals mean animals or portions thereof equal to or greater than ten (10) pounds in weight that have expired from any cause, except those slaughtered or killed for human use.

Offal waste means waste animal (land or marine) matter from establishments such as butcher shops, slaughterhouses, food processing and packing plants, rendering plants and fertilizer plants.

Organics means food waste and yard waste separately or combined.

Recyclable materials mean those materials, goods and items deemed as single-stream recyclables by the collectors operating within the town.

Refuse means all nonhazardous, solid waste, including rubbish generated from the regular use of the premises, but does not include any excluded waste.

Rubbish means all yard waste, waste wood, wood chips, shavings, sawdust, pasteboard, rags, straw, food waste, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping, crockery and glass, ashes, cinders, floor sweepings, glass, mineral or

metallic substances, and any and all other waste materials not included in the definition of excluded waste.

Refuse container means a metal or other nonabsorbent container equipped with a tightly fitting metal or nonabsorbent lid.

Single-stream recycling container means a metal or other non-absorbent container equipped with a tightly fitting metal or nonabsorbent lid.

Solid waste means useless, unwanted or discarded materials with insufficient liquid content to be free-flowing, that result from domestic, industrial, commercial, agricultural, governmental and community operations, which require proper storage, collection, transportation and disposal to prevent environmental pollution inimical to public health, safety and welfare. Solid waste does not include sewage, earth or material used to fill land in accordance with building codes, mining residues, slag, dissolved or suspended solids in industrial waste water effluents which are not acceptable for disposal in any sanitary sewage treatment system or any material included in the definition of excluded waste.

Special waste means nonhazardous solid waste that is subject to additional governmental regulations or special handling requirements in its collection, transportation, processing or disposal as a result of the characteristics of or processes which generate such waste. Special waste includes, but is not limited to:

- (1) Waste iron from a commercial or industrial activity;
- (2) Waste generated by an industrial process or a pollution control process;
- (3) Waste which may contain free liquids;
- (4) Waste which may contain residue and debris from the cleanup of a spill of petroleum, chemical or commercial products or wastes, or contaminated residuals;
- (5) Articles from the cleanup of a facility which generates, stores, treats, recycles or disposes of chemical substances, commercial products or wastes;
- (6) Wastes which are nonhazardous as a result of proper treatment pursuant to Subtitle C of the Resource Conservation and Recovery Act of 1976 ("RCRA");
- (7) Asbestos containing or asbestos bearing material that has been properly secured under existing federal, state, or local laws, rules and regulations;
- (8) Containers that once contained hazardous substances, chemicals, or insecticides so long as such containers are "empty" as defined by RCRA;
- (9) Municipal or commercial solid waste that may have come into contact with any of the wastes described herein this subsection;

- (10) Filter cake sludge wastes from waste water treatment processes;
- (11) Wastes containing any regulated polychlorinated biphenyls; ash, sludge, tires and powders; and
- (12) Electronic devices.

Yard waste means leaves, grass, and clippings of woody, as well as fleshy plants.

Sec. 7-3-20. Burial of solid waste, recyclables or organics prohibited.

It shall be unlawful and constitute a nuisance for any person to bury solid waste, recyclables or organic materials anywhere within the town.

Sec. 7-3-30. Refuse, recyclable and organic materials—Responsibility.

Refuse, recyclable and organic materials shall be gathered, deposited, disposed of, and placed, in the manner provided for in this article, by the owner, tenant, lessee or occupant of the property, or the agent or contractor of any of the foregoing, and each of the foregoing persons may be held jointly and severally liable for any violation of this article.

Sec. 7-3-40. Refuse—Collection requirements.

- (a) No person shall place, leave, deposit or dispose of any refuse on any curb or other public place, or on any private property, unless the refuse is wholly contained within a proper refuse container approved by such person's collector. Any accumulation of refuse in violation of this article is declared to be a nuisance and is prohibited.
- (b) Bulky items shall be collected, removed and disposed of in accordance with the contractual requirements of such person's collector. Any accumulation of bulky items on any curb or other public place, or on any private property is declared to be a nuisance and is prohibited.
- (c) Refuse containers shall be kept off the curb and all other public ways, except on the scheduled day of collection, and then only for a maximum of twelve (12) hours before and twelve (12) hours after the scheduled time of collection.
- (d) Household hazardous waste shall be disposed of as required by the Weld County Household Hazardous Waste Collection Program.

Sec. 7-3-50. Recyclable—Collection requirements.

- (a) No person shall place, leave, deposit or dispose of any recyclable materials on any curb or other public place, or on any private property, unless the recyclable materials are wholly contained within a single-stream recycling container approved by such person's collector. Any accumulation of recycling materials in violation of this article is declared to be a nuisance and is prohibited.

- (b) Recycling containers shall be kept off the curb and all other public ways, except on the scheduled day of collection, and then only for a maximum of twelve (12) hours before and twelve (12) hours after the scheduled time of collection.

Sec. 7-3-60. Organics—Collection requirements.

- (a) No person shall place, leave, deposit or dispose of any organic materials on any curb or other public place, or on any private property, unless the organic materials are wholly contained within an organics container approved by such person's collector. Any accumulation of organic materials in violation of this article is declared to be a nuisance and is prohibited.
- (b) Organic containers shall be kept off the, curb and all other public ways, except on the scheduled day of collection, and then only for a maximum of twelve (12) hours before and twelve (12) hours after the scheduled time of collection.

Sec. 7-3-70. Unlawful acts.

It shall be unlawful and constitute a nuisance for any person to place, deposit, leave or dispose of any excluded waste, special waste or large dead animals in any refuse, recyclable or organic container provided by such person's collector, or upon any curb or other public place. Any accumulation of excluded waste, special waste or large dead animals on private property, or upon any curb or other public place adjacent to such private property, is hereby deemed and declared to be unlawful and a nuisance.

Section 2. Article 4, "Weeds and Brush," of Chapter 7 of the Severance Municipal Code is hereby repealed and reserved as follows:

ARTICLE 4 - RESERVED

Section 3. Article 1, "Business Licenses," of Chapter 6 of the Severance Municipal Code is amended by the addition of a new section 6-1-150, entitled "Solicitors, canvassers, door-to-door salespersons," to read as follows:

Sec. 6-1-150. Solicitors, canvassers, door-to-door salespersons.

- (a) No person shall enter or remain upon the premises of a private residence within the Town, without first having been invited or requested by the occupant(s) thereof, for any purpose of contacting said occupant(s) to solicit the immediate or future sale of goods, services or other things of value, except pursuant to the provisions of this Section. The provisions of this Section shall not apply to charitable, religious or political solicitations or the solicitation of newspaper or magazine subscriptions, unless a "No Solicitation" or "No Trespassing" sign has been posted in a conspicuous place at or near the entrance to the premises.
- (b) No person shall enter or remain upon the premises of a private residence within the Town, where a "No Solicitation" or "No Trespassing" sign has been posted in a conspicuous

place at or near the entrance to the premises, or where such property has been listed with the registry of the Town as a "No solicitations" property, without first having been specifically invited or requested by the occupant(s) thereof, for any purpose of contacting said occupant(s) to solicit the immediate or future sale of goods, services or other things of value, or for solicitations of a charitable, religious or political nature, or the solicitation of newspaper or magazine subscriptions.

- (c) No person shall attempt to obtain, by telephone or otherwise, an invitation to visit or enter any private residence for the purpose of soliciting the purchase or sale of goods, services or other things of value, or for the solicitation of a religious, charitable or political nature, by knowingly making a false or deceptive representation or statement.
- (d) Any person desiring to solicit the immediate or future sale of goods, services or other things of value from residents of the Town, as described in Subsection (a), above, shall:
 - (1) Make personal contact with residents only after registering with the Town as a solicitor, with such registration to describe the organization for which solicitation is made, the identities, addresses, and phone numbers of all persons making such solicitation;
 - (2) Conduct such solicitation only between 8:00 a.m. and 8:00 p.m. or sunset, whichever is earlier;
 - (3) Pay the registration fee required by the Town fee schedule;
 - (4) Observe the "No Solicitation" list furnished by the Town, reflecting residents who have specifically requested inclusion on such a list, as well as properties posted against trespassing or solicitation.

Section 4. Section 11-1-20, "Snow and ice removal from sidewalks," of the Severance Municipal Code is hereby repealed in its entirety.

Section 5. If any article, section, paragraph, sentence, clause, or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The Town Council hereby declares it would have passed this ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 6. This ordinance is deemed necessary for the immediate protection of the health, welfare and safety of the community.

Section 7. Violations of this ordinance in addition to the penalties set forth herein may be punishable in accordance with Section 1-4-20 of the Severance Municipal Code.

Section 8. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

INTRODUCED, READ, ADOPTED, APPROVED, AND ORDERED PUBLISHED IN
FULL this ____ day of _____, 2022.

TOWN OF SEVERANCE, COLORADO

Matthew Fries, Mayor

ATTEST:

Leah Vanarsdall, MMC, Town Clerk

APPROVED AS TO FORM:

Hayashi & Macsalka, LLC, Town Attorney



AGENDA ITEM SUMMARY

AGENDA ITEM	SUBMITTED BY	PRESENTED BY
Ordinance 2022-25: An Ordinance of the Town Council of the Town of Severance, Colorado, amending Chapter 2 of the Severance Municipal Code pertaining to the Planning Commission	Nicholas Wharton, Town Manager	Council Member Meyers
ACTION REQUESTED		
Management asks that the Town Council review and discuss Ordinance 2022-25 and take action. • Actions that may be taken: ○ Move to approve Ordinance 2022-25 ○ Take no action		<u>Ordinance</u> <u>Action Requested</u> <u>Attorney Approved</u>
BRIEF SUMMARY		
This proposed ordinance is a council member petition led by Council Member Dan Meyers. If passed, this ordinance would increase the Planning Commission's size from five to seven representatives.		
PUBLIC SUPPORT/CONCERN		
None at this time.		
ANALYSIS AND RECOMMENDATION		
Management recommends that the Town Council review, discuss, and take possible action on Ordinance 2022-25.		
MATERIALS SUBMITTED		
The following materials were submitted and included in this packet: 1. Ordinance 2022-25 - Planning Commission		

**TOWN OF SEVERANCE
ORDINANCE NO. 2022-25**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF SEVERANCE,
COLORADO, AMENDING CHAPTER 2 OF THE SEVERANCE MUNICIPAL CODE
PERTAINING TO THE PLANNING COMMISSION**

WHEREAS, the Town of Severance (“Severance” or “Town”) is a home-rule municipality organized pursuant to Article XX, § 6 of the Constitution of the State of Colorado and the Town of Severance Home Rule Charter; and

WHEREAS, the establishment, composition and governance of a planning commission is a matter of local concern; and

WHEREAS, Town Council desires to expand the membership of the planning commission and to provide clarity and updates to Article 5 of Chapter 2 regarding the planning commission’s composition, membership and functions; and

WHEREAS, Town Council believes these amendments will increase the efficacy of the Severance Municipal Code with regard to zoning administration; and

WHEREAS, City Council finds and declares this ordinance promotes the public health, safety and welfare of the public.

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

Section 1. Article 5, “Planning Commission,” of Chapter 2, “Administration,” of the Severance Municipal Code is hereby repealed in its entirety and re-enacted to read as follows:

ARTICLE 5. - PLANNING COMMISSION

Sec. 2-5-10. Establishment/composition.

There is established a planning commission for the town, which shall be composed of seven (7) resident members at large from the town appointed by a majority vote of the town council.

Sec. 2-5-20. Membership requirements.

(a) All members shall serve without compensation and shall serve at the pleasure of the town council.

(b) All members shall hold no other town office.

Sec. 2-5-30. Appointment.

Members shall be appointed as follows:

(a) Town staff shall develop an application to request appointment to the Planning Commission in accordance with this article and make such application publicly available.

(b) Prospective members shall submit an application and attach a letter of interest or other supporting documentation demonstrating their qualifications and fitness to serve as a member.

(c) Prospective members shall be evaluated upon their expressed commitment to serve which may include consideration of the following criteria:

- (1) Professional or acquired knowledge of planning or the land use decision making process;
- (2) Understanding of issues of local importance;
- (3) Geographic distribution of existing members across the town;
- (4) Strong interpersonal and decision-making skills; and
- (5) Commitment to serving the public interest.

(d) Town Council shall approve any appointment to the planning commission by majority vote.

Sec. 2-5-40. Term of office; vacancies; removal.

(a) The term of each appointed member shall be four years or until a member's successor takes office, except that the terms of all existing members shall be extended for six (6) months (or until each replacement has been appointed and qualified), with the initial replacements after the expiration of such terms serving for four (4) years and six (6) months. After the expiration of all existing terms and the initial terms of each successor, all terms shall again run for four (4) years, each expiring in a year in which there is no regular municipal election.

(b) Vacancies on the planning commission shall be filled by appointment for unexpired terms only.

(c) Members may be removed by an affirmative vote of a majority of the town council.

(d) Unless excused by the planning commission, a member shall be deemed to have vacated their position upon failure to attend required training or upon failure to attend three regular meetings within a calendar year. A member shall, after being absent from two regular meetings within a calendar year, be provided with written notice from the mayor that such member shall be deemed to have vacated that person's position if absent from any other regular meeting that year.

Sec. 2-5-50. Procedure.

The Planning Commission shall elect its chair from among the appointed members and create and fill such other of its offices as it may determine. The term of the chair shall be one year, with eligibility for reelection. The Planning Commission shall hold meetings from time to time as necessary and adopt rules or policies for the method and procedure of conducting its meetings and for the transaction of business. It may also hold special meetings in whatever manner from time to time, as it shall deem necessary; a special meeting shall be at the call of the chair or upon the request of any three of its members. The Planning Commission shall keep a record of the its resolutions, transactions, findings and determinations, which shall be available for public inspection as required by law.

Sec. 2-5-60. Duties.

(a) It shall be the duty of the commission to perform quasi-judicial review of land use applications when required under the provisions of the Severance Municipal Code and, periodically, to propose and recommend to town council a comprehensive plan for the physical development of the town. The comprehensive plan shall be prepared in compliance with all applicable laws with the general purpose of providing for a coordinated development of the town, which shall best promote the health, safety and general welfare of the town's populace. In the preparation of the comprehensive plan, the commission shall have authority to conduct open, public hearings, conduct investigations, studies and surveys, prepare maps, charts, exhibits and reports as shall be necessary; and do and perform all other acts and duties necessary for the promotion of public interest and understanding of its programs.

(b) The commission may also serve in an advisory capacity to the town council in the following matters:

- (1) Opening, closing, vacating and abandoning streets, alleys and other public ways;
- (2) The location, character and use of public ways, grounds and spaces; the general location of major public buildings, structures and facilities;
- (3) The location, maintenance and operation of public ways including freeways, highways, streets, alleys, boulevards, parkways, waterways, airways, airports and other public transportation and transit facilities now or hereafter established;
- (4) The general location, character, extent and use of parks, playgrounds, community centers, squares, public buildings and structures;
- (5) The location and extent of routes and rights-of-way of public utilities, whether publicly or privately owned;
- (6) The acquisition, extension, widening, removal, vacating or abandoning of any of the foregoing ways, open spaces or buildings;

- (7) The study of a land use plan, showing the proposed general distribution, location and extent of residential areas, business areas, industrial areas and areas for recreation and education and other categories of public and private use of land;
- (8) Recommend standards and regulations affecting land subdivision;
- (9) Recommend regulations governing the use of land; the height, area, bulk and uses of public and private buildings and structures;
- (10) Recommend the adoption of traffic regulations; and
- (11) Recommend the adoption of regulations and ordinances calculated to promote, the healthful and convenient distribution of population in the town, the promotion of public safety, the promotion and development of attractive overall civic design, the development of natural resources within the town and the promotion and development of regional planning, growth and expansion.

Section 2. If any article, section, paragraph, sentence, clause, or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The Town Council hereby declares it would have passed this ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 3. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

Section 4. This ordinance is deemed necessary for the immediate protection of the health, welfare and safety of the community.

INTRODUCED, READ, ADOPTED, APPROVED, AND ORDERED PUBLISHED IN FULL this ____ day of _____, 2022.

TOWN OF SEVERANCE, COLORADO

Matthew Fries, Mayor

ATTEST:

Leah Vanarsdall, MMC, Town Clerk

APPROVED AS TO FORM:

Hayashi & Macsalka, LLC, Town Attorney



AGENDA ITEM SUMMARY

AGENDA ITEM	SUBMITTED BY	PRESENTED BY
Multi-Family Requirements: Land Use Code	Abdul Barzak, Town Planner	Abdul Barzak, Town Planner
ACTION REQUESTED		
Community Development and Management ask that the Severance Town Council review, discuss, and provide direction to Town staff on the Multi-Family Requirements within the Land Use Code.		<u>Discussion Report</u>
BRIEF SUMMARY		
On June 1st, 2022 the Land Use Advisory Committee (LUAC) reviewed, discussed, and directed Town staff with recommendations for Multi-Family Requirements within the Land Use Code. On July 13th, 2022, the Planning Commission reviewed, discussed, and then directed Town staff with recommendations for Multi-Family Requirements within the Land Use Code. Town Council did review Multi-Family Requirements on July 26th, 2022 and directed staff to bring back code language. Tonight those recommendations are before the Town Council as proposed code language. Town staff asks that the Town Council review, discuss, and provide direction to Town staff on the Multi-Family Requirements within the Land Use Code. Town Staff will make final edits and bring back the code language to Town Council for approval via Ordinance.		
PUBLIC SUPPORT/CONCERN		
Residents have expressed the desire to increase Multi-Family requirements to Town staff.		
ANALYSIS AND RECOMMENDATION		
Town staff is asking for the Town Council to review, discuss, and provide direction to Town staff on the Multi-Family Requirements within the Land Use Code.		
MATERIALS SUBMITTED		
The following materials were submitted and included in this packet:		
1. Multifamily Design Criteria Memo 2. Multifamily Design Criteria (Proposed Language)		

MEMORANDUM

To: Mayor and Town Council - Town of Severance

From: Josh Olhava, AICP, PCCP, Sr. Community Planner and Sr. Project Manager
Mark Christensen, AICP, Community Planner

Date: October 25, 2022

Re: Council Code Review – Multifamily Design Criteria Draft Code Language

Overview

Over the past few months, Ayres has worked closely with Town staff, the Land Use Advisory Committee (LUAC) and the Planning Commission (PC) to prepare the enclosed draft Multifamily Design Criteria code language for Council review and input.

The consensus from early Council feedback and discussions with LUAC and the PC were to establish specific multifamily design requirements that could be adopted as new code language. Recommendations from LUAC and PC were based on a review of seven (7) comparable communities, industry best practices presented by staff, and consistency with the goals and vision for the community.

Process

The following provides a summary of the steps completed, where we are in the process and the remaining steps.

- Step 1. Staff received guidance and direction on specific topic areas and areas of concern with the existing code from Council and the PC.
- Step 2. The project team, led by Ayres, conducted a detailed code comparison between 'like' communities in the region, including seven (7) jurisdictions: Evans, Firestone, Frederick, Johnstown, Timnath, Wellington and Windsor. Best practices and professional guidance unique to Severance were incorporated in the final comparison tables.
- Step 3. LUAC completed their initial review of the comparison tables and staff analysis. Following discussion by the group, LUAC provided guidance to the project team to update and incorporate for final review by LUAC.
- Step 4. LUAC completed their final review of the comparison tables and recommendations. LUAC provided a formal recommendation to the PC.
- Step 5. PC reviewed the comparison tables, staff's analysis and the LUAC recommendations. Following discussion by the group, the PC forwarded a formal recommendation on the code language to Council.
- Step 6. The project team prepared formal code language based on the recommendations provided and best practices for review by Council.
- Step 7. [Council review of draft code language.](#)
- Step 8. The project team will make final updates for final review and action by Council.
- Step 9. Integration of revised code language with other sections.
- Step 10. Adoption of revised code language.

Attachments

- Multifamily Design Criteria Code Language – Draft for Council Review (6 pages)

CHAPTER 16 – Land Use Code

ARTICLE X – Design Standards

Sec. xx.x.xxx. – Multi-family Design Criteria

- (a) The intent of this section is to apply enhanced design criteria and guidelines to all multi-family developments within the Town.
- (b) The provisions of this section are in addition to the requirements of the underlying zone district and supersede the zone district requirements. In the event of a discrepancy between the two, the Manager's decision shall be final.

Sec. xx.x.xxx. – Multi-family Design and Development Standards

The following tables establish the design standards for all Multi-Family Development and Mixed-Use Development that incorporates multi-family housing. Tables are broken into two sections: Building Standards and Open Space, Landscaping and Amenity Standards.

Using the Tables:

- (X): denotes a requirement for that zone district
- (-): reflects a non-applicable standard for the specific zone district column
- (*): denotes additional standards apply found below the table in the Supplemental Provisions section
- Information other than (X) or (-) indicates specific development standards in the cell
- SP column is Suburban Perimeter Zone District
- DN column is Development Node Zone District (including the Industrial Subzone)
- TC column is Town Core Zone District
- The Rural Residential Zone District is not included as it does not permit Multi-Family Development

Focus areas identified in the tables include Massing and Scale; Building Materials; Architectural Variety; Architectural Details; Colors; Open Space; Landscaping; Streetscape; Pedestrian Connections; Water Conservation; and Amenities.

Building Design and Development Standards	Zone District		
	SP	DN ^[1]	TC
Massing and Scale			
Maximum Stories	2*	3*	
Front Setback	20'	10'	0'
Side Setback	20'	10'	5'
Rear Setback	20'	10'	5'
Rooftop Amenity Permitted*	No	Yes	Yes
Ground Floor Active Use Required*	-	X	
Building Materials			
Primary Materials Required*	20% Minimum	30% Minimum	
Secondary Materials Required*	80% Maximum	70% Maximum	
Accent Materials*	5-10% Building Facades		
Architectural Variety			
Shall have varied building heights, styles, colors, and building details.	X		

Shall incorporate one (1) model for every four (4) buildings at a minimum. Models shall be evenly utilized to the maximum extent practicable.	X	
Distinct building designs, as required above, shall be easily distinguished through a minimum of two (2) of the following criteria. • A variation in length of 30% or more • A variation in the footprint of the building of 30% or more • A distinct variation in use of materials • A variation in the type of dwelling unit contained in the building that results in a significantly different scale and mass (i.e., apartments vs. townhomes vs. duplexes) • A distinct variation in building height and roof form	X	
For developments of three (3) or more stacked buildings, a floor plan may be repeated; however, identical building facades shall not be replicated more than twice within the development.	-	X
Architectural Detail*		
Facades shall be articulated through the incorporation of four (4) or more of the following elements within every thirty-five-foot (35') length of the façade and on a minimum of seventy-five percent (75%) of the façade area. • Balconies • Bay or box windows • Recesses, projections, or significant offsets in the wall plane • Porches • Dormers • Variations in materials • Variations in roof forms • Each building shall feature walls that are articulated by distinct, individualized, and covered entrances • Chimneys that project from the wall plane • Balconies and/or other outdoor living space • Bay or box windows	X	
All buildings shall have a fifteen-foot (15') step-back on all floors over two (2) stories when adjacent to single-family residential uses.	X	
All facades shall have a clear base, middle, and cap.	X	
Facades shall be designed to incorporate visually heavier and more massive elements at the building base, and lighter elements above the base. Upper stories shall not appear heavier or demonstrate greater mass than the lower stories of the building.	X	
Buildings shall provide concentrated dwelling unit access points. Monotonous access balconies and corridors running the length of a building shall be prohibited.	X	
Blocky, uniform facades are prohibited.	X	
Buildings shall feature a combination of primary and secondary roof forms. Primary pitched roof forms shall be articulated by at least one (1) of the following elements. • Changes in plane and elevations	X	

• Dormers, gables, or clerestories • Transitions to secondary roofs over entrances, garages, porches, or bay windows	
Roofs shall incorporate pitches of between 3:12 and 12:12; however, alternative roof forms may be permitted at the discretion of the Manager.	X
Roofing materials shall be appropriate to the architectural style of a building.	X
Where exposed to public view, roof materials shall be selected from enameled standing seam metal, concrete or clay tiles, copper metal, wood textured (architectural grade), or composition asphalt shingles.	X
The use of plastic, fiberglass, other metal, or glass visible to public view is prohibited.	X
Colors	
Colors shall be compatible with character of the surrounding area.	X
Colors shall be of subdued and muted tones.	X
Earth-tone colors and neutral colors are encouraged as the primary building color.	X
Reflective or neon primary and secondary colors shall not be permitted as exterior paint colors on any structure. Reflective or neon colors may be allowed for trim and accent elements as approved by the Manager.	X
Roof material colors should be darker and warm, earth-toned hues that accent and complement other building colors.	X

[11](#) Includes Development Node Industrial Sub-Zoning

Supplemental Provisions - Building Design and Development Standards

a. Massing and Scale

1. Accessible elements are permitted to extend above the maximum building height.
2. Height and shadow study should be a part of reviewing/approving three (3)-story structures.
3. Rooftop open space shall be included in all open space requirements.
 - A. Rooftop open spaces shall maintain adequate safety features to reduce the possibility of harm to residents during use. These safety mechanisms shall be shown on the site plan submittal and shall be approved by the Manager.

b. Building Materials

1. Permitted Materials. Exterior materials shall be permitted as follows:
 - A. Primary Materials:
 - Brick, unpainted.
 - Stone, unpainted
 - B. Secondary Materials:
 - Any primary materials
 - Glass
 - Metal Siding
 - Color Concrete
 - Stucco (or equal or better simulated material)
 - Horizontal Wood Clap board (or equal or better simulated material)
 - C. Accent Materials:
 - Any Primary or Secondary Materials may be used as an accent material

- Wood trim (or equal or better simulated material)
 - Precast stone, or wood moldings or similar architectural details (or equal or better simulated material)
 - Prohibited Materials:
 - Vinyl Siding
 - EIFS
- D. Material Changes. Except for accent materials, changes in the façade material shall only occur at horizontal expression lines, with the heavier material below the lighter material. Alternatively, changes in the material may occur at differentiated structural bays that meet the horizontal massing requirements.

Open Space, Landscaping and Amenity Design and Development Standards	Zone District		
	SP	DN ^{III}	TC
Open Space (see Sec. xx.xx.xxx for additional Open Space criteria)			
Developments shall provide a minimum twenty-five percent (25%) of the gross land as functional open space. An exception may be granted by the Manager for infill town center projects.	10% to 20% as passive open space 20% to 30% as active open space		
A minimum of one (1) centrally located multifunctional park shall be incorporated for developments of over fifty (50) units, and may count towards the amenity points listed below in this table and section.	X		
An internal trail system and trails design shall be required providing inter- and intra-connectivity.	X		
Landscaping			
A minimum of 1 tree / 1,000 sqft of landscaped area shall be provided, subject to adopted water conservation policies.	X		
A minimum of 1 shrub / 150 sqft of landscaped area shall be provided and must be grouped and distributed throughout the site. With the Manager's approval, trees may be substituted for up to ½ of the required shrubs at the rate of 1 tree for every 10 shrubs.	X		
Irrigated turf or an alternative as approved by the Manager, shall be utilized for active recreation areas, and maintained to appropriate industry standards.	X		
Native grass is highly encouraged for areas that will not function as active recreation areas. Native grass must be weed-free and maintained at a maximum height of eight inches (8") following industry standard establishment timeframes.	X		
Live materials shall be located between the front of the building and adjacent roadways at the following minimum rates.	65%	50%	10%
Streetscape			
Perimeter treatment adjacent to roadways should include a landscape buffer of varying widths, with a minimum width of ten feet (10') and a maximum width of twenty feet (20'). An exception may be granted by the Manager for infill town center projects.	X		

A pathway at least six feet (6') in width shall be provided parallel to the street.	X
A landscape strip ten feet (10') in width shall be planted with at least 1-large tree per thirty-five feet (35') of frontage between the street and pedestrian pathway. An exception may be granted by the Manager for infill town center projects.	75% shade / deciduous species 25% other approved species
Coniferous / evergreen trees must be placed a minimum of ten feet (10') off the southern edge of a bike path or curb to minimize shading and icing concerns where possible.	X
Pedestrian Connections	
A pedestrian network that interconnects all dwelling units and uses, and common open space shall be provided throughout each development. - The network shall be made up of sidewalks, walkways, multi-use pathways, and trails - Pedestrian walks and spaces shall be provided as necessary to ensure that projects are easily navigated and enjoyable for the pedestrian	X
The pedestrian networks shall include gathering/seating areas and provide benches, landscaping, and other street furniture where appropriate.	X
The pedestrian network shall connect to adjacent developments and any adjacent trail systems.	X
Sidewalks shall be separate and distinct from motor vehicle circulation to the greatest extent possible.	X
Water Conservation	
A minimum of seventy percent (70%) of shrubs or trees shall be classified as very low or low water use.	X
No more than ten percent (10%) of shrubs or trees shall be classified as high-water use.	X
Sites over three (3) acres shall be organized into distinct hydrozones according to their microclimatic needs and water requirements. - Plants with similar water requirements shall be grouped together in the same irrigation zones. - Grass turf areas classified as medium or high-water use shall be limited to high use or high visibility areas.	X
Grass varieties listed as low water use may be used without limitation.	X
Amenity Points Required for Developments*	
Up to 10 dwelling units	1
11-30 Units	2 3 2
31-50 Units	3 5
51-150 Units	5 6
More than 151 dwelling units	7

[11](#) Includes Development Node Industrial Sub-Zoning

c. Supplemental Provisions – Amenity Points

Amenities for residents should include active and passive spaces that are age-appropriate for current and future residents of all abilities. Credit shall be given for incorporated features as listed below. Credit may be provided for amenity features not included in this list. Such credit shall be based on the determination of the Manager, based on a review of the variety of amenities proposed. Final decision by the Manager may be appealed in accordance with the appeals procedures in Sec.xx.xx.xxx.

- Two (2) Amenity Points each
 - A. Pool
 - B. Community Clubhouse with Fitness Center included – large (more than 2,500 sqft)
 - C. Multifunctional playgrounds with commercial grade equipment – large (greater than 2,500 sqft playground zone area)
- One (1) Amenity Points each
 - A. Community Clubhouse – small (less than 2,500 sqft)
 - B. Fitness Center (5 or more pieces of equipment)
 - C. Dog Park - Large
 - D. Multifunctional playgrounds with commercial grade equipment – medium (1,000 to 2,500 sqft playground zone area)
 - E. Court games (tennis, volleyball, basketball, etc.) at least 1,000 sqft in size shall each count
 - F. System of trails throughout the entire development
 - i. Trails shall be designed to provide interesting and distinct areas for walking, bicycling and or riding in areas separate from and in addition to traditional sidewalks. Trails shall be designed and constructed as required by the Town.
- One-half (.5) Amenity Points each
 - A. Dog Run
 - B. Fitness Center (fewer than 5 pieces of equipment)
 - C. Plazas, courtyards, community gazebo, or community gardens with irrigation systems and defined garden edges of at least 1,000 sqft in size
 - D. Public Art, as approved by the Manager
 - E. Picnic / Barbeque areas with commercial grade equipment
 - F. Multifunctional playgrounds with commercial grade equipment - small (less than 1,000 sqft playground zone area)
 - G. Rooftop solar arrays



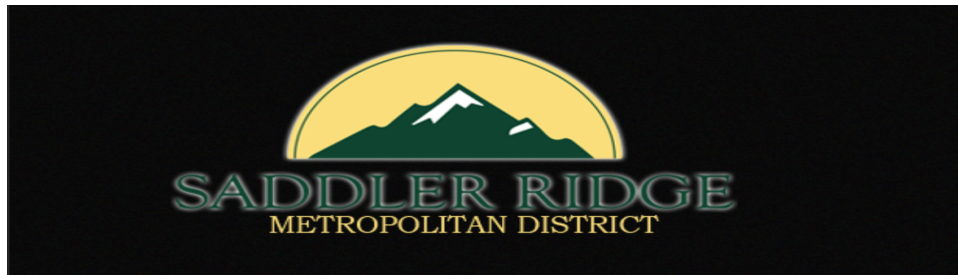
AGENDA ITEM SUMMARY

AGENDA ITEM	SUBMITTED BY	PRESENTED BY
Letter of Request by the Saddler Ridge Metro District	Nicholas Wharton, Town Manager	Nicholas J. Wharton
ACTION REQUESTED		
Management asks that the Town Council review and discuss the Saddler Ridge Metro District request and provide any direction deemed necessary.		<u>Discussion</u>
BRIEF SUMMARY		
The Saddler Ridge Metro District has approached Town Management with a request to terminate or amend previous agreements between the Town and the District. This request is regarding the Town taking over the following items: • Maintenance and operations of Weld County Roads 17 and 19 • Maintenance and operations of all internal roadways within the District • Maintenance and operations of storm drainage • Maintain, repair, and provide parks and recreational improvements. • Maintenance, repair, and replacement of street lighting within the District. Additionally, taking over the payment of street lighting. • Maintain, repair, or replace signage within the District. • Snow removal on Weld county Roads 17, 19, and on internal roadways within the District.		
PUBLIC SUPPORT/CONCERN		
Request Letter from Saddler Ridge Metro District (Attached).		
ANALYSIS AND RECOMMENDATION		
Management recommends that the Town Council does not consider any actions regarding Weld County Road 17, 19, or the internal road network; these roads were not built to the Town of Severance construction standards. The Town currently does not care for parks, recreation, or storm drainage within Metro Districts, and Management would recommend against any consideration of this within the Saddler Ridge Metro District. Management recommends that if the Town Council would like to consider any amendments to current agreements between Saddler Ridge Metro District and the Town, consideration could be made for signage, street lighting, and or snow removal. Although, Management does not recommend taking over these items without considering the impact on the town's operations budget; these items are currently offered to other Metro Districts. Please note that for snow plowing, we currently do not have any town-owned roads which connect to Saddler Ridge, thus an agreement may need to be created with CDOT.		

MATERIALS SUBMITTED

The following materials were submitted and included in this packet:

1. Saddler Ridge Metro District Letter to the Town of Severance



To whom it may concern,

In July of this year, the Board of Directors of the Saddler Ridge Metropolitan District (the “Board”) approached the Town of Severance (the “Town”) with numerous questions regarding the history and agreements between the Town and the Saddler Ridge Metropolitan District (the “District”). Based on our review of the agreements, the Board would like to ask the Town to consider amending and/or terminating those agreements to help relieve some of the financial burden on the District and its residents.

It is our understanding that when the Saddler Ridge community was annexed into the Town, Weld County owned county roads 17, 19 and the perimeter improvements. An agreement was later made between Weld County and the Town for the Town to take ownership of county roads 17, 19 and the perimeter improvements. The Town later entered an agreement with the District assigning the District maintenance obligations over these roads and improvements, which also included the obligation to provide snow removal services. We are asking for the Town to terminate this agreement with the District and take back management, maintenance, repairs, replacement, operations and snow removal of county roads 17, 19, the perimeter improvements and right of ways.

In addition to the aforementioned request, we are asking the Town to amend or terminate any and all agreements which would prevent the Town from performing duties within the boundaries of the District. Subsequently the Town would begin performing any agreed upon work within the District. Currently, the services provided to the Saddler Ridge community by the Town are summer mosquito applications and annual cleanup day. Listed below are topics that have previously been discussed with the Town’s manager.

1. Maintenance, repairs, replacement, operations of County Roads 17, 19, those right of ways and perimeter improvements or financial support from the Town for the District to contract the work.
2. Maintenance, repairs, replacement, operations of roadways, right of ways and street improvements within the District or financial support from the Town for the District to contract the work.
3. Snow removal of county roads 17, 19 and roadways within the District or financial support from the Town for the District to contract the work.
4. Maintenance, repairs, replacement, operation of storm drainage and other improvements or financial support from the Town for the District to contract the work.
5. Maintenance, repairs, replacement and operation of street lighting within the District. In addition, consideration from the Town to assume monthly payments to PVREA whom provides electricity for the streetlighting. (Nick has been provided the July invoice for cost reference)
6. Provide, maintain, repair or replace signage within District
7. Parks and recreational improvements

Thank you for your consideration of our requests. If you have any questions or need further information, please feel free to contact Director Susan Paul at susan@saddlerridge.com or by phone at 303-358-6810.

Sincerely,

The Board of Directors of the Saddler Ridge Metropolitan District



AGENDA ITEM SUMMARY

AGENDA ITEM	SUBMITTED BY	PRESENTED BY
Victim Assistance Services Intergovernmental Agreement	Jim Gerdeman, Chief of Police	Jim Gerdeman
ACTION REQUESTED		
The Administration and the Chief of Police ask the Town Council to review and discuss the Intergovernmental Agreement with the City of Greeley, Colorado for Victim Assistance Services and take action. Action that may be taken: • Move to approve the Intergovernmental Agreement with the City of Greeley, Colorado for Victim Assistance Services. • Move to approve the Intergovernmental Agreement with the City of Greeley, Colorado for Victim Assistance Services with Amendments. • Take no action		<u>Attorney Approved</u> <u>Action Requested</u>
BRIEF SUMMARY		
At the recommendation of the Administration and the Chief of Police, it is being requested that the Town Council take action on the intergovernmental Agreement with the City of Greeley, Colorado for Victim Assistance Services that is statutorily required by the State of Colorado.		
PUBLIC SUPPORT/CONCERN		
None at this time.		
ANALYSIS AND RECOMMENDATION		
The administration recommends that the Town Council take action and move to approve the Intergovernmental Agreement with the City of Greeley, Colorado for Victim Assistance Services.		
MATERIALS SUBMITTED		
The following materials were submitted and included in this packet: 1. 2022 VAS IGA Final 2. Appendix A		

INTERGOVERNMENTAL AGREEMENT



VICTIM ASSISTANCE SERVICES

This Intergovernmental Agreement “Agreement” is made this 1st day of January, 2023, between the City of Greeley, Colorado (hereinafter “Greeley”), a Colorado home rule municipal corporation with a principal place of business located at 1000 10th Street, Greeley, Colorado, 80631, and each of the following governmental entities (hereinafter referred to individually as a “Partner” and collectively as “Partners”): the Town of Ault, a Colorado statutory town with a principal place of business at 201 1st Street, Ault, Colorado, 80610, the Town of Eaton, a Colorado statutory town with a principal place of business at 223 1st Street, Eaton, Colorado, 80615, the City of Evans, a Colorado home rule municipal corporation with a principal place of business located at 1100 37th Street, Evans, Colorado, 80620, the Town of Garden City, a Colorado statutory town with a principal place of business at 621 27th Street Road, Garden City, Colorado, 80631, the Town of Johnstown, a Colorado statutory town with a principal place of business at 450 S. Parish Ave., Johnstown, Colorado, 80534, the Town of Kersey, a Colorado statutory town with a principal place of business at 332 3rd Street, Kersey, Colorado, 80644, the Town of LaSalle, a Colorado statutory town with a principal place of business at 128 N. 2nd Street, LaSalle, Colorado, 80645, the Town of Milliken, a Colorado statutory town with a principal place of business at 1101 Broad Street, Milliken, CO 80543, the Town of Nunn, a Colorado statutory town with a principal place of business at 185 Lincoln Avenue, Nunn, Colorado, 80648, the town of Platteville, a Colorado statutory town with a principal place of business located at 400 Grand Avenue, Platteville, CO 80651, the Town of Severance, a Colorado statutory town with a principal place of business at 3rd S. Timber Ridge Parkway, Severance, Colorado, 80550, and the Town of Windsor, a Colorado home rule municipal corporation with a principal place of business located at 301 Walnut Street, Windsor, Colorado, 80550, and on behalf of their respective law enforcement agencies.

WHEREAS, pursuant to Colorado Revised Statute §29-1-203, governments may cooperate or contract with one another to provide function, service or facility lawfully authorized to each of the cooperating or contracting units of government; and

WHEREAS, Article II, Section 16A of the Constitution of the State of Colorado and the laws related to CRS Title 24 Article 4.1 part III guarantee certain rights to victim of cases specified in CRS 24-4.1.302; and

WHEREAS, the Greeley Police Department operates a Victim Assistance Unit funded by the Greeley Police Department, grants from the Victim Assistance and Law Enforcement (VALE)

Board, Victims of Crime Act (VOCA), and contributions from supported agencies; and

WHEREAS, the Parties hereto operate police departments whose personnel have contact with victims of crime; and

WHEREAS, the Parties hereto desire to receive the benefits of the Greeley Police Department Victim Assistance Unit; and

WHEREAS, Greeley, pursuant to the terms of their grant funding from VALE, is required to seek funding from other law enforcement entities who receive assistance from the Greeley Police Department Victim Assistance Unit.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED BY AND BETWEEN THE PARTIES, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Provision of Victim Assistance Services. Greeley, through the Greeley Police Department Victim Assistance Unit, will provide Partner with victim assistance services consistent with the Scope of Services (“Services”) attached hereto and incorporated herein as Exhibit A. Greeley will provide the Services solely through an “Advocate” as that term is defined in Exhibit A.

2. Scope of Agreement and Parties. This Agreement is between Greeley and each Partner identified herein. This Agreement is not an agreement between those municipal entities, or Partners, nor is it intended to be an agreement between those other municipal entities. All rights and obligations hereunder are between Greeley and each of the other Partner. Nothing in this Agreement shall be construed to create any relationship or liability between Partners either individually or jointly. For avoidance of doubt, the failure of any named Partner to execute this Agreement shall not invalidate this Agreement as to Greeley and the remaining Partners.

3. Partner Responsibilities. Partner will make an annual financial contribution in an amount to be determined by the Greeley Police Department in exchange for the Services described in this Agreement. Greeley shall seek reasonable financial contributions from Partner based on considerations which will include, but not be limited to, the frequency of services rendered, the actual costs of services, and the financial position of the Partner as determined by Greeley. Each Partner will be informed of the yearly contribution requirement in writing by Greeley no later than January 31st of each year. The yearly written contribution requirement will be incorporated into this Agreement and shall constitute an essential term hereof.

4. Initial Term. The initial term of this Agreement shall be for one year and shall commence upon January 1, 2023, (the “Effective Date”) and terminate on December 31, 2023 (the “Termination Date”).

5. Renewal. Upon expiration of the initial term, this Agreement shall annually renew for successive one-year periods upon the same terms and conditions, unless sooner terminated or funding and associated costs of the program have changed. All parties will be notified of funding

and cost changes. However, this Agreement shall not extend beyond a term of three (3) years beginning on the Effective Date unless otherwise amended as provided herein.

6. Appropriations. Pursuant to law, this Agreement is subject to adequate appropriation by Greeley and Partner in any given fiscal year. Should adequate funds not be appropriated in any fiscal year to maintain payments under the terms and conditions of this Agreement, the parties agree that the Agreement shall immediately terminate.

7. Termination. A Partner to this Agreement may terminate its participation at any time upon thirty (30) days written notice to Greeley in writing. Greeley may terminate its participation in this Agreement at any time upon thirty (30) days written notice to Partner in writing. In the event Greeley no longer receives grant funds from the State of Colorado for this program, this Agreement will immediately terminate and no notice to any Partner hereto shall be required.

8. Amendments. This Agreement may only be amended or modified in writing and with the written consent of the Parties hereto. In the event Greeley and Partner amend or modify this Agreement, such amendment or modification shall have no effect on any other partner hereto unless consented to in writing.

9. Notices. Where notice to the City of Greeley is required by this Agreement, including a notice to terminate the Agreement, such notice shall be made to the following:

Chief of Police
Greeley Police Department
2875 W. 10th Avenue
Greeley, Colorado 80634

With copy to: Greeley City Attorney
City Attorney's Office
1100 10th Street, Suite 401
Greeley, Colorado, 80631

All notices required to Partner shall be made to Partner's address as identified in the first paragraph of this Agreement.

10. Reservation of Immunity. This Agreement is not intended, and shall not be construed, as a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by, the Parties and their councilpersons, directors, officers, employees and volunteers under common law or pursuant to statute, including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*; and further shall not be deemed as an assumption of any duty with respect to any non-party to this Agreement.

11. Personnel Status.

(a) Partner's relationship with Advocate shall be solely akin to that of independent

contractor and shall not be that of employee, partner or joint venture. The Advocate shall not be supervised by any official of the Partner, nor shall the Partner exercise supervision over any employee or official of Greeley. Partner shall not represent itself as an employee or agent of Greeley in any capacity. Advocate shall not represent itself as an agent of employee of Partner in any capacity.

(b) Greeley shall determine the means and methods of performing the Services, and Partner shall have no right to do so. Partner shall not oversee the performance of the Services or give instructions in how to perform the Services. Partner shall not provide training to Advocate in how to perform the Services but may provide reasonable orientation to familiarize Advocate with Partner's operations, facilities, equipment and personnel. Partner shall not require Advocate to work exclusively for it and Greeley shall retain the right to provide services to others during the term of this Agreement.

(c) Nothing contained in this Agreement, and no performance under this Agreement by personnel of Greeley shall in any respect alter or modify the individual's status as an employee of Greeley. No employee, volunteers or agents of Greeley providing Services hereunder shall at any time be entitled to worker's compensation or their benefits or salary, pay, entitlements, pension, training, internal discipline, certification, or rank from Partner.

12. Binding. This Agreement shall be binding on the successors and assigns of each Party, except that no Party may assign any of its rights or obligations hereunder without the prior written consent of all other Parties.

13. No Third-Party Beneficiary. It is expressly understood and agreed that the terms and the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, are strictly reserved to the undersigned parties and nothing in this Agreement shall give or allow any claim or right or cause of action whatsoever by any other person not included in this Agreement. It is the express intention of the undersigned parties that no person and/or entity, other than the undersigned parties, receiving services or benefits under this Agreement shall be deemed any more than an incidental beneficiary only.

14. Severability. If any part, term or provision of this Agreement is found to be in violation or conflict with any federal or state law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

15. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with Colorado law. Venue shall lie solely in the County of Weld, Colorado.

16. Counterparts. This Agreement may be executed in counterpart originals, each of which shall be deemed an original, and each of which shall be deemed to constitute one and the same Agreement. Additionally, a copy of an executed original Agreement signed by a Party and transmitted by facsimile or electronic mail shall be deemed an original, and any Party is entitled

to rely on the validity, authenticity, and authority of an original transmitted by facsimile or electronic mail.

17. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein.

The parties have executed this Agreement on the day and year first written above.

(SIGNATURE PAGES FOLLOW)

THE CITY OF GREELEY, COLORADO

By: _____
Mayor

ATTEST:

By: _____
City Clerk

APPROVED AS TO LEGAL FORM:

By: Shawn Reinhart
City Attorney

APPROVED AS TO SUBSTANCE:

By: _____
City Manager

AVAILABILITY OF FUNDS:

By: _____
Director of Finance

THE TOWN OF AULT

Authorized Signature

Title

Date

TOWN OF EATON

Authorized Signature

Title

Date

CITY OF EVANS

Authorized Signature

Title

Date

TOWN OF GARDEN CITY

Authorized Signature

Title

Date

TOWN OF JOHNSTOWN

Authorized Signature

Title

Date

TOWN OF KERSEY

Authorized Signature

Title

Date

TOWN OF LASALLE

Authorized Signature

Title

Date

TOWN OF MILLIKEN

Authorized Signature

Title

Date

TOWN OF NUNN

Authorized Signature

Title

Date

TOWN OF SEVERANCE

Authorized Signature

Title

Date

TOWN OF WINDSOR

Authorized Signature

Title

Date

TOWN OF PLATTEVILLE

Authorized Signature

Title

Date

EXHIBIT A

The City will provide the following to Partner:

1. Advocate. City will provide access to a qualified and trained victim advocate (“Advocate”) 24 hours a day, 365 days a year.

- a. Advocate shall mean a regular or volunteer employee of the Greeley Police Department.
 - i. Advocate shall be subject solely to the hiring standards, training standards, ordinances, policies, procedures, rules, regulations, directives, and orders of the City of Greeley and the Greeley Police Department.
 - ii. Advocate shall make good faith efforts to comply with the policies and regulations of the Partner’s police department of which they have actual notice and to the extent such policies and regulations are not in conflict with (1) those of the City or Greeley Police Department, (2) the terms of the Intergovernmental Agreement, (3) orders or directions of the Greeley Police Department, (4) federal law, (5) state law, or (6) the municipal ordinances of City or Partner.
 - iii. Advocate’s relationship with Partner shall be solely akin to that of independent contractor and shall not be that of employee, partner or joint venturer. The Advocate shall not be supervised by any official of the Partner, nor shall Partner exercise supervision over any employee or official of the City. Advocate will not represent itself as an employee or agent of the Partner in any capacity.

2. Scope of Advocate Services. Advocate will endeavor to perform, but is not limited to, the following functions:

- a. Respond, in a timely manner, to a scene in-person or by telephone as needed by the Partner’s police department;
- b. Assist in crisis response at the discretion and request from the Partner’s police department. The response may be by telephone or in person as requested by the Partner’s police department.
- c. Attempt, at a minimum, to make one follow-up call to all crime victims or persons in trauma.
- d. Review all reports provided to the Greeley Police Department Victim Assistance Unit for Victim Rights Act (VRA) compliance, and respond to issues that may arise regarding non-compliance in a timely matter.

- e. Be available for consultation on any victim rights issue.
- f. Provide training once every two (2) years for the Partner's police department. Topics may include VRA and law enforcement best practices and responsibilities as defined in relevant statutes. The City will also provide needed training as requested by the Partner's police department.
- g. Regularly evaluate the effectiveness and protocols of the services provided by the Greeley Police Department Victim Assistance Unit to ensure they meet the expectations of the Partner's police department.
- h. Maintain files for VRA compliance specific to the Partner's police department.
- i. Document VRA compliance on instances where the Greeley Police Department Victim Assistance Unit provided services or received notification.
- j. Assist in community events and education as requested and approved by the Greeley Police Department and the Partner's police department.
- k. Assist in writing grants for the Partner's police department for training or equipment available through the V.A.L.E. and V.O.C.A. Boards.
- l. Communicate with service providers on behalf of the Partner's police department for purposes of ensuring the effective delivery of victim services. This includes but is not limited to local non-profits agencies, the District Attorney's Office, state victim service agencies such as COVA, the CCJJ and any other state agency that supports the goals of victim services.



AGENDA ITEM SUMMARY

AGENDA ITEM	SUBMITTED BY	PRESENTED BY
Resolution 2022-45R: A resolution of the town council of the Town of Severance, Colorado, approving an intergovernmental agreement between the Town of Severance and the Colorado Department of Transportation pertaining to the CO 392 at WCR 23 intersection signalization project	Abdul Barzak, Town Planner	Abdul Barzak, Town Planner
ACTION REQUESTED		
Community Development and Management ask that the Town Council review and discuss Resolution 2022-45R and take action. • Actions that may be taken: ○ Move to approve Resolution 2022-45R ○ Take no action		<u>Attorney Approved</u> <u>Action Requested</u> <u>Resolution</u>
BRIEF SUMMARY		
In April of this year the Colorado Department of Transportation (CDOT) approved a request for FASTER funding to the Town of Severance for the Colorado 392 and Weld County Road 23 Intersection Improvements Project. CDOT awarded \$625,000.00 with \$0 local match to the Town of Severance. Part of this award was that the Town of Severance enter into an Intergovernmental Agreement (IGA) with CDOT. Tonight before the Council is this IGA and supporting resolution.		
PUBLIC SUPPORT/CONCERN		
None at this time.		
ANALYSIS AND RECOMMENDATION		
Community Development and Management recommend that the Town Council take action and move to approve Resolution 2022-45R.		
MATERIALS SUBMITTED		
The following materials were submitted and included in this packet: 1. CDOT FASTER Funds Award Letter 2. Resolution 2022-45R		



COLORADO
Department of Transportation

Region 4

Director's Office
10601 10th Street
Greeley, CO 80634

April 15, 2022

Abdul Barzak
Town of Severance
PO Box 339
Severance, CO 80546

RE: CO 392 and WCR 23 Signalization FASTER Funding Award

Dear Abdul,

The Colorado Department of Transportation (CDOT) has approved the request for FASTER funding from the Town of Severance. This letter provides the official notification to the Town for the allocation of funds and contracting next steps.

The following project has been awarded funding, in the amount listed here:

- CO 392 and WCR 23 Signalization
 - FASTER: \$625,000
 - Local Required Match: \$0

For the project being awarded funding, the allocation is for the reimbursement of funds up to, and not to exceed, the FASTER Funding Amount listed above. If project costs overrun, exceeding the award and committed match, those costs are the responsibility of the local agency, no additional FASTER grant funds will be awarded toward your project.

The CDOT contact for this project is Jake O'Neal, who can be reached either by phone 970-350-2143 or email jake.oneal@state.co.us. Please contact CDOT at your earliest convenience to begin scheduling Intergovernmental Agreement (IGA) discussions and an initial meeting. Jake already has a copy of the FASTER application and will provide guidance on how to submit project funding breakdowns (including an engineer's estimate of probable cost) and a detailed schedule. After receiving guidance, all necessary initial information should be provided to Jake as soon as possible.

Due to CDOT's cash management abilities, these funds are available to the Town as of July 1, 2022. Because FASTER funding operates on a reimbursable basis, the Town must commit overmatching funds at the time the Town signs the IGA with CDOT. Do not begin any work until an IGA has been executed with CDOT and you have received an executed option letter and notice to proceed from CDOT.

Please Note: The project must have a fully executed IGA by June 30, 2023. If delays arise that impact project readiness and subsequent project completion, the CDOT reserves the right to remove this award and reallocate funding. If funds are revoked, the local agency is solely responsible for all costs incurred up to the date of revocation.

Further details regarding completion and billing requirements will be included in the IGA. If this project will not be completed, please notify your Local Agency Coordinator immediately so funding can be reallocated.

Each project must comply with all CDOT requirements including those associated with clearance for Right of Way, Utilities (including SUE), and Environmental. All costs associated with clearances including right of way acquisition, utilities relocation, and environmental mitigation measures, such as wetland creation, must be included in your project costs. CDOT staff can assist you in determining which clearances are required for your projects. The CDOT Local Agency Manual includes project requirements to assist with contracting, design, and construction which can be accessed at:

https://www.codot.gov/business/designsupport/bulletins_manuals/2006-local-agency-manual

Again, congratulations on your awarded project and we look forward to working with you.

Sincerely,

Heather
Paddock

Digitally signed by
Heather Paddock
Date: 2022.04.18
12:32:06 -06'00'

Heather Paddock
Region 4 Transportation Director

cc:

Katrina Kloberdanz, CDOT R4 Traffic Engineer
Bryce Reeves, CDOT R4 LA and Traffic Design Resident Engineer
Jake O'Neal, CDOT R4 Local Agency Coordinator
Josie Hadley, CDOT Region 4 Planning and Local Agency Environmental Manager
Bryan Schafer, CDOT Region 4 Business Office Manager
Whitney Holcombe, CDOT Region 4 STIP Technician



**TOWN OF SEVERANCE
RESOLUTION NO. 2022-45R**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SEVERANCE,
COLORADO, APPROVING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE TOWN OF SEVERANCE AND THE COLORADO DEPARTMENT
OF TRANSPORTATION PERTAINING TO THE CO 392 AT WCR 23
INTERSECTION SIGNALIZATION PROJECT**

WHEREAS, CO 392 is a state highway controlled by the Colorado Department of Transportation ("CDOT"); and

WHEREAS, the Funding Advancements for Surface Transportation and Economic Recovery Act of 2009 ("FASTER") allows the State of Colorado, acting by and through the Colorado Department of Transportation ("CDOT"), to improve roadway safety, by establishing a funding program to support the construction, reconstruction, or maintenance of projects that CDOT or a municipality, or both, determine are needed to enhance the safety of a state highway; and

WHEREAS, the Town of Severance ("Town") and CDOT have mutually determined that signalization of the CO 392 at WCR 23 intersection (the "Project") is necessary to enhance the safety and mobility of the CO 392 and WCR 23 intersection; and

WHEREAS, in accordance with State requirements, the State, acting through CDOT, is responsible for the general administration and supervision of performance of the Project, including the administration of FASTER funds, while the Town as the Project's Local Agency must, in accordance with state requirements, enter into an intergovernmental agreement with CDOT, setting forth the duties and obligations of the Town and CDOT regarding the Project ("Project IGA"); and

WHEREAS, Town Staff and the State of Colorado (acting by and through CDOT) have discussed and negotiated the terms of the Project IGA regarding the Town's Project duties, which include procuring the goods and services necessary to complete the Project, contracting with a consultant to perform any or all of the Project's plans and/or construction administration, selection of a qualified state licensed professional engineer to serve as the Local Agency Project Engineer, preparing advertising, and awarding the bid for construction of the work, with all such activities to be performed in accordance with applicable state requirements; and

WHEREAS, Section 18(2)(a) of Article XIV of the Colorado Constitution and Sections 29-1-201, et seq., and 29-20-205 of the Colorado Revised Statutes authorize and encourage governments to cooperate by contracting with one another for their mutual benefit; and

WHEREAS, the Town Council desires to accept the State funding for the Project and further desires to enter into the Project IGA for the Town's receipt and use of FASTER funding from CDOT for the Project, which will be for the benefit of the public; and

WHEREAS, the Town Council further desires to delegate all necessary authority to the Town Manager to execute such other documents or instruments as may be necessary to complete the Project in accordance with the terms of the Project IGA.

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

Section 1. The Intergovernmental Agreement between the Town of Severance and the State of Colorado, acting by and through the Colorado Department of Transportation, for the CO 392 at WCR 23 Intersection Signalization Project, is approved in substantially the same form as the copy attached hereto and made a part of this resolution. The Mayor is authorized to execute such agreement on behalf of the Town.

Section 2. That the Town Manager is hereby authorized to execute any amendments and/or funding letters related thereto that do not alter the material terms of the Project IGA as described in this resolution.

Section 3. That the Town Council hereby delegates all necessary authority to the Town Manager to execute such other documents or instruments as may be necessary to complete the Project in accordance with the terms of the Project IGA.

RESOLVED AND APPROVED this 25th day of October, 2022.

TOWN OF SEVERANCE

BY: _____

Matthew Fries, Mayor

ATTEST:

Leah Vanarsdall, Town Clerk

APPROVED AS TO FORM:

Hayashi & Macsalka, LLC, Town Attorney

Exhibit A

OLA #: 331002863
Routing #: 23-HA4-XC-00136

State SLAWRK
PROJECT: FSA 3921-021 (25013),
CO 392 and WCR 23 Signalization

REGION: 4
TCH

CONTRACT

THIS CONTRACT made this ____ day of _____ 20 ___, by and between the State of Colorado for the use and benefit of the Colorado Department of Transportation hereinafter referred to as the State and TOWN OF SEVERANCE hereinafter referred to as the “Contractor” or the “Local Agency.”

RECITALS

1. Authority exists in the law and funds have been budgeted, appropriated and otherwise made available and a sufficient uncommitted balance thereof remains available for payment of project and Local Agency costs. Total Contract Amount: \$625,000.00.
2. Required approval, clearance and coordination have been accomplished from and with appropriate agencies.
3. Pursuant to 43-2-104.5 C.R.S. as amended, the State may contract with Local Agencies to provide maintenance and construction of highways that are part of the state (or local agency) highway system.
4. Local Agency anticipates a project for CO 392 and WCR 23 Signalization Project and by the date of execution of this contract, the Local Agency and/or the State has completed and submitted a preliminary version of CDOT form #463 describing the general nature of the Work. The Local Agency understands that before the Work begins, the Local Agency must receive an official written “Notice to Proceed” prior to commencing any part of the Work. The Local Agency further understands, before the Work begins, the form #463 may be revised as a result of design changes made by CDOT, in coordination with the Local Agency, in its internal review process. The Local Agency desires to perform the Work described in form #463, as it may be revised.
5. The Local Agency has requested that State funds be made available for project FSA 3921-021 (25013), CO 392 and WCR 23 Signalization Project referred to as the “Project” or the “Work.” Such Work will be performed in Severance, Colorado, specifically described in **Exhibit A**.
6. The State has funds available and desires to provide 100% of the funding for the work. Local Agency will provide the other 0%. State funds may be awarded with “Special Funding”. Special Funding may include but is not limited to one or a combination of Multimodal Transportation & Mitigation Options Funding, Revitalizing Main Streets, Safer Main Streets, Stimulus Funds or COVID Relief. If Special Funding is used there may be an expiration date for the funds. The expiration date applies to grants and local funds used to match grants. To receive payment or credit for the match, Work must be completed or substantially completed, as outlined in the terms of the grant, prior to the expiration date of the Special Funding and invoiced in compliance with the rules outlined in the award of the funding.
7. The Local Agency desires to comply with all state and other applicable requirements, including the State's general administration of the project through this contract, in order to obtain state funds for the project.
8. The Local Agency has estimated the total cost of the work and is prepared to accept the state funding for the work, as evidenced by an appropriate ordinance or resolution duly passed and adopted by the authorized representatives of the Local Agency, which expressly authorizes the Local Agency to enter into this contract and to complete the work under the project. A copy of this ordinance or resolution is attached hereto and incorporated herein as **Exhibit B**.
9. This contract is executed under the authority of §§ 29-1-203, 43-1-110; 43-1-116, 43-2-101(4)(c) and 43-2-144, C.R.S. and **Exhibit B**.
10. The Local Agency is adequately staffed and suitably equipped to undertake and satisfactorily complete some or all of the Work.
11. The Local Agency can more advantageously perform the Work.

THE PARTIES NOW AGREE THAT:

Section 1. Scope of Work

The Project or the Work under this contract shall consist of CO 392 and WCR 23 Signalization Project, in Severance, Colorado, as more specifically described in **Exhibit A**.

Section 2. Order of Precedence

In the event of conflicts or inconsistencies between this contract and its exhibits, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

1. Special Provisions contained in **Section 27** of this contract
2. This contract
3. **Exhibit A** (Scope of Work)
4. **Exhibit B** (Local Agency Resolution)
5. **Exhibit C** (Funding Provisions)
6. **Exhibit D** (Option Letter)

Section 3. Term

This contract shall be effective upon approval of the State Controller or designee, or on the date made, whichever is later. It shall terminate on October 05, 2032, or sooner if any of the State's funding expires, or is sooner terminated or unless performance is extended in accordance with this Contract.

Section 4. Project Funding Provisions

- A. The Local Agency has estimated the total cost of the work and is prepared to accept the state funding for the work, as evidenced by an appropriate ordinance or resolution duly passed and adopted by the authorized representatives of the Local Agency, which expressly authorizes the Local Agency to enter into this contract and to complete the work under the project. A copy of this ordinance or resolution is attached hereto and incorporated herein as **Exhibit B**.
- B. The parties hereto agree that this contract is contingent upon all funds designated for the project herein being made available from state sources, as applicable. Should these sources fail to provide necessary funds as agreed upon herein, the contract may be terminated by either party, provided that any party terminating its interest and obligations herein shall not be relieved of any obligations which existed prior to the effective date of such termination or which may occur as a result of such termination.
- C. Funding will be detailed in **Exhibit C** of the funding provisions.

Section 5. Project Payment Provisions

- A. The State will reimburse the Local Agency for incurred costs relative to the project following the State's review and approval of such charges, subject to the terms and conditions of this Contract. Provided however, that charges incurred by the Local Agency prior to the date this contract is executed by the State Controller will not be charged by the Local Agency to the project, and will not be reimbursed by the State.
- B. The State will reimburse the Local Agency's reasonable, allocable, allowable costs of Performance of the Work, not exceeding the maximum total amount described in **Exhibit C**. The applicable principles described in 49 C.F.R. 18 Subpart C and 49 C.F.R. 18.22 shall govern the allowability and allocability of costs under this contract. The Local Agency shall comply with all such principles. To be eligible for reimbursement, costs by the Local Agency shall be:
 1. In accordance with the provisions of **Section 5** and with the terms and conditions of this contract;
 2. Necessary for the accomplishment of the Work;
 3. Reasonable in the amount for the goods and services provided;
 4. Actual net cost to the Local Agency (i.e. the price paid minus any refunds, rebates, or other items of value received by the Local Agency that have the effect of reducing the cost actually incurred);
 5. Incurred for Work performed after the effective date of this contract;
 6. Satisfactorily documented.
- C. The Local Agency shall establish and maintain a proper accounting system in accordance with generally accepted accounting standards (a separate set of accounts, or as a separate and integral part of its current accounting scheme) to assure that project funds are expended and costs accounted for in a manner consistent with this contract and project objectives.
 1. All allowable costs charged to the project, including any approved services contributed by the Local Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in detail the nature of the charges.
 2. Any check or order drawn up by the Local Agency, including any item which is or will be chargeable against the project account shall be drawn up only in accordance with a properly signed voucher then on file in the office of the Local Agency, which will detail the purpose for which said check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents shall be clearly identified, readily accessible, and to the extent feasible, kept separate and apart from all other such documents.

- D. If the Local Agency is to be billed for CDOT incurred costs, the billing procedure shall be as follows:
1. Upon receipt of each bill from the State, the Local Agency will remit to the State the amount billed no later than 60 days after receipt of each bill. Should the Local Agency fail to pay moneys due the State within 60 days of demand or within such other period as may be agreed between the parties hereto, the Local Agency agrees that, at the request of the State, the State Treasurer may withhold an equal amount from future apportionment due the Local Agency from the Highway Users Tax Fund and to pay such funds directly to the State. Interim funds, until the State is reimbursed, shall be payable from the State Highway Supplementary Fund (400).
 2. If the Local Agency fails to make timely payment to the State as required by this section (within 60 days after the date of each bill), the Local Agency shall pay interest to the State at a rate of one percent per month on the amount of the payment which was not made in a timely manner, until the billing is paid in full. The interest shall accrue for the period from the required payment date to the date on which payment is made.
- E. The Local Agency will prepare and submit to the State, no more than monthly, charges for costs incurred relative to the project. The Local Agency's invoices shall include a description of the amounts of services performed, the dates of performance and the amounts and description of reimbursable expenses. The invoices will be prepared in accordance with the State's standard policies, procedures and standardized billing format to be supplied by the State. Additionally, the State shall have no obligation to pay Local Agency for any Work performed or expense incurred after the Agreement Expiration Date or after required billing deadline as specified in the award letter if applicable, whichever is sooner. The State's obligation to pay Agreement Funds will continue until the Agreement Expiration Date. If Agreement Funds expire before the Agreement Expiration Date, then no payments will be made after expiration of Agreement Funds. If the Work will be performed in multiple phases, the period of performance start and end date of each phase is detailed under the Funding Provisions & Performance Period in **Exhibit C**.
- F. To be eligible for payment, billings must be received within 60 days after the period for which payment is being requested and final billings on this contract must be received by the State within 60 days after the end of the contract term.
1. Payments pursuant to this contract shall be made as earned, in whole or in part, from available funds, encumbered for the purchase of the described services. The liability of the State, at any time, for such payments shall be limited to the amount remaining of such encumbered funds.
 2. In the event this contract is terminated, final payment to the Local Agency may be withheld at the discretion of the State until completion of final audit.
 3. Incorrect payments to the Local Agency due to omission, error, fraud or defalcation shall be recovered from the Local Agency by deduction from subsequent payment under this contract or other contracts between the State and Local Agency, or by the State as a debt due to the State.
 4. Any costs incurred by the Local Agency that are not allowable under 49 C.F.R. 18 shall be reimbursed by the Local Agency, or offset against current obligations due by the State to the Local Agency, at the State's election.

Section 6. Option Letter Modification

An option letter may be used to authorize the Local Agency to begin a phase without increasing total budgeted funds, increase or decrease the encumbrance amount as shown on **Exhibit C**, and/or transfer funds from one phase to another. Option letter modification is limited to the specific scenarios listed below. The option letter shall not be deemed valid until signed by the State Controller or an authorized delegate.

- A. Option to begin a phase and/or increase or decrease the encumbrance amount.
- The State may authorize the Local Agency to begin a phase that may include Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous (this does not apply to Acquisition/Relocation or Railroads) as detailed in **Exhibit A** and at the same terms and conditions stated in the original Agreement, with the total budgeted funds as shown on **Exhibit C** remaining the same. The State may increase or decrease the encumbrance amount for a particular phase by replacing the original funding exhibit (**Exhibit C**) in the original Agreement with an updated **Exhibit C-1** (subsequent exhibits to Exhibit C-1 shall be labeled C-2, C-3, etc.). The State may exercise this option by providing a fully executed option to the Local Agency within thirty (30) days before the initial targeted start date of the phase, in a form substantially equivalent to **Exhibit D**. If the State exercises this option, the Agreement will be considered to include this option provision.
- B. Option to transfer funds from one phase to another phase.

The State may permit the Local Agency to transfer funds from one phase (Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous) to another as a result of changes to state, federal, and local match. The original funding exhibit (**Exhibit C**) in the original Agreement will be replaced with an updated **Exhibit C-1** (subsequent exhibits to **Exhibit C-1** shall be labeled **C-2**, **C-3**, etc.) and attached to the option letter. The funds transferred from one phase to another are subject to the same terms and conditions stated in the original Agreement with the total budgeted funds remaining the same. The State may unilaterally exercise this option by providing a fully executed option to the Local Agency within thirty (30) days before the initial targeted start date of the phase, in a form substantially equivalent to **Exhibit D**.

C. Option to do both Options A and B.

The State may authorize the Local Agency to begin a phase as detailed in **Exhibit A**, and encumber and transfer funds from one phase to another. The original funding exhibit (**Exhibit C**) in the original Agreement will be replaced with an updated **Exhibit C-1** (subsequent exhibits to **Exhibit C-1** shall be labeled **C-2**, **C-3**, etc.) and attached to the option letter. The addition of a phase and encumbrance and transfer of funds are subject to the same terms and conditions stated in the original Agreement with the total budgeted funds remaining the same. The State may unilaterally exercise this option by providing a fully executed option to the Local Agency within thirty (30) days before the initial targeted start date of the phase, in a form substantially equivalent to **Exhibit D**.

Section 7. State and Local Agency Commitments

The Scope of Work in **Exhibit A** describes the Work to be performed and assigns responsibility of that Work to either the Local Agency or the State. The “Responsible Party” referred to in this contract means the Responsible Party as identified in the Scope of Work in **Exhibit A**.

A. Design [if applicable]

1. If the Work includes preliminary design or final design (the “Construction Plans”), or design work sheets, or special provisions and estimates (collectively referred to as the “Plans”), the responsible party shall comply with the following requirements, as applicable:
 - a. perform or provide the Plans, to the extent required by the nature of the Work.
 - b. prepare final design (Construction Plans) in accord with the requirements of the latest edition of the American Association of State Highway Transportation Officials (AASHTO) manual or other standard, such as the Uniform Building Code, as approved by CDOT.
 - c. prepare special provisions and estimates in accord with the State’s Roadway and Bridge Design Manuals and Standard Specifications for Road and Bridge Construction or Local Agency specifications if approved by CDOT.
 - d. include details of any required detours in the Plans, in order to prevent any interference of the construction work and to protect the traveling public.
 - e. stamp the Plans produced by a Colorado Registered Professional Engineer.
 - f. provide final assembly of Plans and contract documents.
 - g. be responsible for the Plans being accurate and complete.
 - h. make no further changes in the Plans following the award of the construction contract except by agreement in writing between the parties. The Plans shall be considered final when approved and accepted by the parties hereto, and when final they shall be deemed incorporated herein.
2. If the Local Agency is the responsible party:
 - a. The local agency shall comply with the requirements of the Americans With Disabilities Act (ADA), and applicable federal regulations and standards as contained in the document “ADA Accessibility Requirements in CDOT Transportation Projects”.
 - b. It shall afford the State ample opportunity to review the Plans and make any changes in the Plans that are directed by the State to comply with State requirements.
 - c. It may enter into a contract with a consultant to do all or any portion of the Plans and/or of construction administration. Provided, however, that if federal-aid funds are involved in the cost of such work to be done by a consultant, that consultant contract (and the performance/provision of the Plans under the contract) must comply with all applicable requirements of 23 CFR Part 172 and with any procedures implementing those requirements as provided by the State. If the Local Agency does enter into a contract with a consultant for the Work:
 - (1) it shall submit a certification that procurement of any design consultant contract complied with the requirements of 23 CFR 172.5(1) prior to entering into contract. The State shall either approve or deny such procurement. If denied, the Local Agency may not enter into the contract.

- (2) it shall ensure that all changes in the consultant contract have prior approval by the State. Such changes in the contract shall be by written supplement agreement. As soon as the contract with the consultant has been awarded by the Local Agency, one copy of the executed contract shall be submitted to the State. Any amendments to such contract shall also be submitted.
- (3) it shall require that all consultant billings under that contract shall comply with the State's standardized billing format. Examples of the billing formats are available from the CDOT Agreements Office.
- (4) it (or its consultant) shall use the CDOT procedures described in **Exhibit A** to administer that design consultant subcontract, to comply with 23 CFR 172.5(b).
- (5) it may expedite any CDOT approval of its procurement process and/or consultant contract by submitting a letter to CDOT from the certifying Local Agency's attorney/authorized representative certifying compliance with 23 CFR 172.5(b).
- (6) it shall ensure that its consultant contract complies with the requirements of 49 CFR 18.36(i) and contains the following language verbatim:
 - (a) "The design work under this contract shall be compatible with the requirements of the contract between the Local Agency and the State (which is incorporated herein by this reference) for the design/construction of the project. The State is an intended third party beneficiary of this contract for that purpose."
 - (b) "Upon advertisement of the project work for construction, the consultant shall make available services as requested by the State to assist the State in the evaluation of construction and the resolution of construction problems that may arise during the construction of the project."
 - (c) "The consultant shall review the construction contractor's shop drawings for conformance with the contract documents and compliance with the provisions of the State's publication, Standard Specifications for Road and Bridge Construction, in connection with this work."
 - (d) The State, in its discretion, will review construction plans, special provisions and estimates and will cause the Local Agency to make changes therein that the State determines are necessary to assure compliance with State requirements.

B. Construction [if applicable]

1. If the Work includes construction, the responsible party shall perform the construction in accordance with the approved design plans and/or administer the construction all in accord with the Scope of Work in **Exhibit A**. Such administration shall include project inspection and testing; approving sources of materials; performing required plant and shop inspections; documentation of contract payments, testing and inspection activities; preparing and approving pay estimates; preparing, approving and securing the funding for contract modification orders and minor contract revisions; processing contractor claims; construction supervision; and meeting the Quality Control requirements as described in the Scope of Work in **Exhibit A**.
2. The State shall have the authority to suspend the Work, wholly or in part, by giving written notice thereof to the Local Agency, due to the failure of the Local Agency or its contractor to correct project conditions which are unsafe for workers or for such periods as the State may deem necessary due to unsuitable weather, or for conditions considered unsuitable for the prosecution of the Work, or for any other condition or reason deemed by the State to be in the public interest.
3. If the Local Agency is the responsible party:
 - a. it shall appoint a qualified professional engineer, licensed in the State of Colorado, as the Local Agency Project Engineer (LAPE), to perform that administration. The LAPE shall administer the project in accordance with this contract, the requirements of the construction contract and applicable State procedures.
 - b. if bids are to be let for the construction of the project, it shall advertise the call for bids upon approval by the State and award the construction contract(s) to the low responsible bidder(s) upon approval by the State.
 - (1) The Local Agency has the option to accept or reject the proposal of the apparent low bidder for work on which competitive bids have been received. The Local Agency must declare the acceptance or rejection within 3 working days after said bids are publicly opened.
 - (2) By indicating its concurrence in such award, the Local Agency, acting by or through its duly authorized representatives, agrees to provide additional funds, subject to their availability and appropriation for that purpose, if required to complete the Work under this project if no additional federal-aid funds will be made available for the project. This paragraph also applies to projects advertised and awarded by the State.

- c. If all or part of the construction work is to be accomplished by Local Agency personnel (i.e. by force account), rather than by a competitive bidding process, the Local Agency will ensure that all such force account work is accomplished in accordance with the pertinent State specifications and requirements with 23 CFR 635, Subpart B, Force Account Construction.
 - (1) Such work will normally be based upon estimated quantities and firm unit prices agreed to between the Local Agency and the Stat in advance of the Work, as provided for in 23 CFR 635.204(c). Such agreed unit prices shall constitute a commitment as to the value of the Work to be performed.
 - (2) An alternative to the above is that the Local Agency may agree to participate in the Work based on actual costs of labor, equipment rental, materials supplies and supervision necessary to complete the Work. Where actual costs are used, eligibility of cost items shall be evaluated for compliance with 48 CFR Part 31.
 - (3) Rental rates for publicly owned equipment will be determined in accordance with the State's Standard Specifications for Road and Bridge Construction § 109.04.
 - (4) All force account work shall have prior approval of the State and shall not be initiated until the State has issued a written notice to proceed.
- C. State's obligations
 1. The State will perform a final project inspection prior to project acceptance as a Quality Control/Assurance activity. When all Work has been satisfactorily completed, the State will sign a final acceptance form.
 2. Notwithstanding any consents or approvals given by the State for the Plans, the State will not be liable or responsible in any manner for the structural design, details or construction of any major structures that are designed by or are the responsibility of the Local Agency as identified in the Scope of Work in **Exhibit A**, within the Work of this contract.

Section 8. ROW Acquisition and Relocation

If the Project includes right of way, prior to this project being advertised for bids, the Responsible Party will certify in writing to the State that all right of way has been acquired in accordance with the applicable state and federal regulations, or that no additional right of way is required.

Any acquisition/relocation activities must comply with: all applicable federal and state statutes and regulations, including but not limited to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended (P.L. 91-646) and the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs as amended (49 CFR Part 24); CDOT's Right of Way Manual; and CDOT's Policy and Procedural Directives.

Allocation of Responsibilities are as follows:

- Federal participation in right of way acquisition (3111 charges), relocation (3109 charges) activities, if any, and right of way incidentals (expenses incidental to acquisition/relocation of right of way – 3114 charges);
- Federal participation in right of way acquisition (3111 charges), relocation (3109 charges) but no participation in incidental expenses (3114 charges); or
- No federal participation in right of way acquisition (3111 charges) and relocation activities (3109 expenses).

Regardless of the option selected above, the State retains oversight responsibilities. The Local Agency's and the State's responsibilities for each option is specifically set forth in CDOT's Right of Way Manual. The manual is located at http://www.dot.state.co.us/ROW_Manual/.

If right of way is purchased for a state highway, including areas of influence of the state highway, the local agency shall immediately convey title to such right of way to CDOT after the local agency obtains title.

Section 9. Utilities

If necessary, the Responsible Party will be responsible for obtaining the proper clearance or approval from any utility company, which may become involved in this Project. Prior to this Project being advertised for bids, the Responsible Party will certify in writing to the State that all such clearances have been obtained.

Section 10. Railroads

In the event the Project involves modification of a railroad company's facilities whereby the Work is to be accomplished by railroad company forces, the Responsible Party shall make timely application to the Public Utilities Commission requesting its order providing for the installation of the proposed improvements and not proceed with that part of the Work without compliance. The Responsible Party shall also establish contact with the railroad company involved for the purpose of complying with applicable provisions of 23 CFR 646, subpart B, concerning federal-aid projects involving railroad facilities, including:

- A. Executing an agreement setting out what work is to be accomplished and the location(s) thereof, and that the costs of the improvement shall be eligible for federal participation.
- B. Obtaining the railroad's detailed estimate of the cost of the Work.
- C. Establishing future maintenance responsibilities for the proposed installation.
- D. Proscribing future use or dispositions of the proposed improvements in the event of abandonment or elimination of a grade crossing.
- E. Establishing future repair and/or replacement responsibilities in the event of accidental destruction or damage to the installation.

Section 11. Environmental Obligations

The Local Agency shall perform all Work in accordance with the requirements of the current federal and state environmental regulations including the National Environmental Policy Act of 1969 (NEPA) as applicable.

Section 12. Maintenance Obligations

The State will maintain and operate the improvements constructed under this contract at its own cost and expense during their useful life, in a manner satisfactory to the State. The State will make proper provisions for such maintenance obligations each year. Such maintenance and operations shall be conducted in accordance with all applicable statutes, ordinances and regulations which define the State's obligations to maintain such improvements. The State will make periodic inspections of the project to verify that such improvements are being adequately maintained.

Section 13. Record Keeping

The Local Agency shall maintain a complete file of all records, documents, communications, and other written materials, which pertain to the costs incurred under this contract. The Local Agency shall maintain such records for a period of three (3) years after the date of termination of this contract or final payment hereunder, whichever is later, or for such further period as may be necessary to resolve any matters which may be pending. The Local Agency shall make such materials available for inspection at all reasonable times and shall permit duly authorized agents and employees of the State to inspect the project and to inspect, review and audit the project records.

Section 14. Termination Provisions

This contract may be terminated as follows:

- A. Termination for Convenience. The State may terminate this contract at any time the State determines that the purposes of the distribution of moneys under the contract would no longer be served by completion of the project. The State shall effect such termination by giving written notice of termination to the Local Agency and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination.
- B. Termination for Cause. If, through any cause, the Local Agency shall fail to fulfill, in a timely and proper manner, its obligations under this contract, or if the Local Agency shall violate any of the covenants, agreements, or stipulations of this contract, the State shall thereupon have the right to terminate this contract for cause by giving written notice to the Local Agency of its intent to terminate and at least ten (10) days opportunity to cure the default or show cause why termination is otherwise not appropriate. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Local Agency under this contract shall, at the option of the State, become its property, and the Local Agency shall be entitled to receive just and equitable compensation for any services and supplies delivered and accepted. The Local Agency shall be obligated to return any payments advanced under the provisions of this contract.
Notwithstanding the above, the Local Agency shall not be relieved of liability to the State for any damages sustained by the State by virtue of any breach of the contract by the Local Agency, and the State may withhold payment to the Local Agency for the purposes of mitigating its damages until such time as the exact amount of damages due to the State from the Local Agency is determined.
If after such termination it is determined, for any reason, that the Local Agency was not in default or that the Local Agency's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if the contract had been terminated for convenience, as described herein.
- C. Termination Due to Loss of Funding. The parties hereto expressly recognize that the Local Agency is to be paid, reimbursed, or otherwise compensated with federal and/or State funds which are available to the State for the purposes of contracting for the Project provided for herein, and therefore, the Local Agency expressly understands

and agrees that all its rights, demands and claims to compensation arising under this contract are contingent upon availability of such funds to the State. In the event that such funds or any part thereof are not available to the State, the State may immediately terminate or amend this contract.

Section 15. Legal Authority

The Local Agency warrants that it possesses the legal authority to enter into this contract and that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this contract and to bind the Local Agency to its terms. The person(s) executing this contract on behalf of the Local Agency warrants that such person(s) has full authorization to execute this contract.

Section 16. Representatives and Notice

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative at the address set forth below. In addition to but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

If to State

If to the Local Agency

CDOT Region: 4	Town of Severance
Jake Oneal, EIT II	Abdul Barzak
Project Manager	Town Planner
10601 10th Street	3 South Timber Ridge Parkway, PO Box 339
Greeley, CO 80634	Severance, CO 80546
970-515-2731	970-686-1218
jake.oneal@state.co.us	abarzak@townofseverance.org

Section 17. Successors

Except as herein otherwise provided, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 18. Third Party Beneficiaries

It is expressly understood and agreed that the enforcement of the terms and conditions of this contract and all rights of action relating to such enforcement, shall be strictly reserved to the State and the Local Agency. Nothing contained in this contract shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the State and the Local Agency that any such person or entity, other than the State or the Local Agency receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Section 19. Governmental Immunity

Notwithstanding any other provision of this contract to the contrary, no term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of § 24-10-101, et seq., C.R.S., as now or hereafter amended and the risk management statutes, §§ 24-30-1501, et seq., C.R.S., as now or hereafter amended.

Section 20. Severability

To the extent that this contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the contract, the terms of this contract are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

Section 21. Waiver

The waiver of any breach of a term, provision, or requirement of this contract shall not be construed or deemed as a waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision or requirement.

Section 22. Entire Understanding

This contract is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein by writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a writing executed and approved pursuant to the State Fiscal Rules.

Section 23. Survival of Contract Terms

Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this contract and the exhibits and attachments hereto which may require continued performance, compliance or effect beyond the termination date of the contract shall survive such termination date and shall be enforceable by the State as provided herein in the event of such failure to perform or comply by the Local Agency.

Section 24. Modification and Amendment

This contract is subject to such modifications as may be required by changes in federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this contract on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this contract shall be effective unless agreed to in writing by both parties in an amendment to this contract that is properly executed and approved in accordance with applicable law.

Section 25. Disputes

Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement will be decided by the Chief Engineer of the Department of Transportation. The decision of the Chief Engineer will be final and conclusive unless, within 30 calendar days after the date of receipt of a copy of such written decision, the Local Agency mails or otherwise furnishes to the State a written appeal addressed to the Executive Director of the Department of Transportation. In connection with any appeal proceeding under this clause, the Local Agency shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Local Agency shall proceed diligently with the performance of the contract in accordance with the Chief Engineer's decision. The decision of the Executive Director or his duly authorized representative for the determination of such appeals will be final and conclusive and serve as final agency action. This dispute clause does not preclude consideration of questions of law in connection with decisions provided for herein. Nothing in this contract, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

Section 26. Statewide Contract Management System

If the maximum amount payable to Contractor under this Contract is \$100,000 or greater, either on the Effective Date or at any time thereafter, this **§Statewide Contract Management System** applies. Contractor agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state contracts and inclusion of contract performance information in a statewide contract management system.

Contractor's performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Contract, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation and Review of Contractor's performance shall be part of the normal contract administration process and Contractor's performance will be systematically recorded in the statewide Contract Management System. Areas of Evaluation and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Contractor's obligations under this Contract shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Contractor's obligations. Such performance information shall be entered into the statewide Contract Management System at intervals established herein and a final Evaluation, Review and Rating shall be rendered within 30 days of the end of the Contract term. Contractor shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance Evaluation and Review determine that Contractor demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Department of Transportation and showing of good cause, may debar Contractor and prohibit Contractor from bidding on future contracts. Contractor may contest the final Evaluation, Review and Rating by: **(a)** filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or **(b)** under CRS §24-105-102(6), exercising the debarment protest and

appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Contractor, by the Executive Director, upon showing of good cause.

Section 27. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3).

These Special Provisions apply to all contracts except where noted in italics.

A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. INDEPENDENT CONTRACTOR

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.**

E. COMPLIANCE WITH LAW.

Contractor shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. PROHIBITED TERMS.

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S. Any term included in this Contract that limits Contractor's liability that is not void under this section shall apply only in excess of any insurance to be maintained under this Contract, and no insurance policy shall be interpreted as being subject to any limitations of liability of this Contract.

H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

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Section 28. SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

*** Persons signing for the Local Agency hereby swear and affirm that they are authorized to act on the Local Agency's behalf and acknowledge that the State is relying on their representations to that effect.**

THE LOCAL AGENCY TOWN OF SEVERANCE Name: _____ (print name) Title: _____ (print title) _____ *Signature Date: _____	STATE OF COLORADO Jared S. Polis Department of Transportation By _____ Stephen Harelson, P.E., Chief Engineer (For) Shoshana M. Lew, Executive Director Date: _____
2nd Local Agency Signature if needed Name: _____ (print name) Title: _____ (print title) _____ *Signature Date: _____	STATE OF COLORADO LEGAL REVIEW Philip J. Weiser, Attorney General By _____ Signature – Assistant Attorney General Date: _____

ALL AGREEMENTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Agreements. This Agreement is not valid until signed and dated below by the State Controller or delegate. The Local Agency is not authorized to begin performance until such time. If the Local Agency begins performing prior thereto, the State of Colorado is not obligated to pay the Local Agency for such performance or for any goods and/or services provided hereunder.

STATE OF COLORADO STATE CONTROLLER Robert Jaros, CPA, MBA, JD By: _____ Colorado Department of Transportation Date: _____

EXHIBIT A
SCOPE OF WORK

Name of Project: CO 392 and WCR 23 Signalization
Project Number: FSA 3921-021
SubAccount #: 25013

The Colorado Department of Transportation (“CDOT”) will oversee the Town of Severance when Town of Severance designs the CO 392 and WCR 23 Signalization (Hereinafter referred to as “this work”). CDOT and the Town of Severance believe it will be beneficial to perform this work to improve intersection safety.

The design will be completed in accordance with AASHTO design standards, the Americans with Disabilities Act, and all applicable state, federal and local rules and regulations. The design phase of the work will begin in the Fall of 2022 with local overmatch and will identify more exact requirements, qualities, and attributes for this work (Herein after referred to as “the exact work”). The exact work shall be used to complete the construction phase of the project. The construction phase of the contract is anticipated to begin in 2023.

If this project is funded with Multimodal Transportation & Mitigation Options Funding (MMOF) these funding expenditures must be invoiced by June 1st of the year they expire.

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EXHIBIT B
LOCAL AGENCY RESOLUTION

TOWN OF SEVERANCE
RESOLUTION NO. 2022-45R

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SEVERANCE,
COLORADO, APPROVING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE TOWN OF SEVERANCE AND THE COLORADO DEPARTMENT
OF TRANSPORTATION PERTAINING TO THE CO 392 AT WCR 23
INTERSECTION SIGNALIZATION PROJECT**

WHEREAS, CO 392 is a state highway controlled by the Colorado Department of Transportation ("CDOT"); and

WHEREAS, the Funding Advancements for Surface Transportation and Economic Recovery Act of 2009 ("FASTER") allows the State of Colorado, acting by and through the Colorado Department of Transportation ("CDOT"), to improve roadway safety, by establishing a funding program to support the construction, reconstruction, or maintenance of projects that CDOT or a municipality, or both, determine are needed to enhance the safety of a state highway; and

WHEREAS, the Town of Severance ("Town") and CDOT have mutually determined that signalization of the CO 392 at WCR 23 intersection (the "Project") is necessary to enhance the safety and mobility of the CO 392 and WCR 23 intersection; and

WHEREAS, in accordance with State requirements, the State, acting through CDOT, is responsible for the general administration and supervision of performance of the Project, including the administration of FASTER funds, while the Town as the Project's Local Agency must, in accordance with state requirements, enter into an intergovernmental agreement with CDOT, setting forth the duties and obligations of the Town and CDOT regarding the Project ("Project IGA"); and

WHEREAS, Town Staff and the State of Colorado (acting by and through CDOT) have discussed and negotiated the terms of the Project IGA regarding the Town's Project duties, which include procuring the goods and services necessary to complete the Project, contracting with a consultant to perform any or all of the Project's plans and/or construction administration, selection of a qualified state licensed professional engineer to serve as the Local Agency Project Engineer, preparing advertising, and awarding the bid for construction of the work, with all such activities to be performed in accordance with applicable state requirements; and

WHEREAS, Section 18(2)(a) of Article XIV of the Colorado Constitution and Sections 29-1-201, et seq., and 29-20-205 of the Colorado Revised Statutes authorize and encourage governments to cooperate by contracting with one another for their mutual benefit; and

WHEREAS, the Town Council desires to accept the State funding for the Project and further desires to enter into the Project IGA for the Town's receipt and use of FASTER funding from CDOT for the Project, which will be for the benefit of the public; and

WHEREAS, the Town Council further desires to delegate all necessary authority to the Town Manager to execute such other documents or instruments as may be necessary to complete the Project in accordance with the terms of the Project IGA.

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

Section 1. The Intergovernmental Agreement between the Town of Severance and the State of Colorado, acting by and through the Colorado Department of Transportation, for the CO 392 at WCR 23 Intersection Signalization Project, is approved in substantially the same form as the copy attached hereto and made a part of this resolution. The Mayor is authorized to execute such agreement on behalf of the Town.

Section 2. That the Town Manager is hereby authorized to execute any amendments and/or funding letters related thereto that do not alter the material terms of the Project IGA as described in this resolution.

Section 3. That the Town Council hereby delegates all necessary authority to the Town Manager to execute such other documents or instruments as may be necessary to complete the Project in accordance with the terms of the Project IGA.

RESOLVED AND APPROVED this 25th day of October, 2022.

TOWN OF SEVERANCE

BY: _____
Matthew Fries, Mayor

ATTEST:

Leah Vanarsdall, Town Clerk

APPROVED AS TO FORM:

Hayashi & Macsalka, LLC, Town Attorney

— —

EXHIBIT C- FUNDING PROVISIONS**Town of Severance # FSA 3921-021 (25013)****A. Cost of Work Estimate**

The Local Agency has estimated the total cost the Work to be \$625,000.00, which is to be funded as follows:

1. FUNDING**FSA 3921-021 (20513)**

a.	State Funds (100% of FASTER Safety Award)	\$625,000.00
b.	Local Agency Funds (0% of FASTER Safety Award)	\$0.00

TOTAL FUNDS ALL SOURCES	\$625,000.00
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2. ESTIMATED PAYMENT TO LOCAL AGENCY

a.	State Funds Budgeted	\$625,000.00
b.	Less Estimated State Share of CDOT-Incurred Costs	\$0.00

TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY	100%	\$625,000.00
TOTAL ESTIMATED FUNDING BY LOCAL AGENCY	0%	\$0.00

TOTAL PROJECT ESTIMATED FUNDING	100%	\$625,000.00
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3. FOR CDOT ENCUMBRANCE PURPOSES**FSA 3921-021 (20513)**

a.	Total Encumbrance Amount (Only State funds are encumbered)	\$625,000.00
b.	Less ROW Acquisition 3111 and/or ROW Relocation 3109	\$0.00

NET TO BE ENCUMBERED BY CDOT IS AS FOLLOWS	\$625,000.00
---	---------------------

Note: No funds are currently available. Design and Construction funds will become available after execution of an Option letter (Exhibit D) or formal Amendment.

WBS Element 25013.10.30	Performance Period Start*/End Date N/A	Design 3020	\$0.00
WBS Element 25013.20.10	Performance Period Start*/End Date N/A	Const. 3301	\$0.00

***For FSA 3921-021 (20513)** *The Local Agency should not begin work until both of the following are in place: 1) the execution of the document encumbering funds for the respective phase; and 2) Local Agency receipt of the official Notice to Proceed. Any work performed before these two (2) milestones are achieved will not be reimbursable.

B. Funding Ratios**Project FSA 3921-021 (20513)**

The funding ratio for the State funds for this Work is 100% State funds to 0% Local Agency funds, and this ratio applies only to the \$625,000.00 that is eligible for State funding. All other costs are borne by the Local Agency at 100%. If the total cost of performance of the Work exceeds \$625,000.00, and additional State funds are available for the Work, the Local Agency shall pay 0% of all such costs eligible for State funding and 100% of all other costs. If additional State funds are not available, the Local Agency shall pay all such excess costs. If the total cost of performance of the Work is less than \$625,000.00, then the amounts of Local Agency and State funds will be decreased in accordance with the funding ratio described herein. **This applies to the entire scope of Work.**

C. Maximum Amount Payable**Project FSA 3921-021 (20513)**

The maximum amount payable to the Local Agency under this Agreement shall be \$625,000.00. For CDOT

accounting purposes, the State funds of \$625,000.00 will be encumbered, but the Local Agency funds of \$0.00 will NOT be encumbered. The total budget of this project is \$625,000.00, unless this amount is increased by an executed amendment before any increased cost is incurred. The total cost of the Work is the best estimate available, based on the design data as approved at the time of execution of this Agreement, and any cost is subject to revisions agreed to by the parties prior to bid and award. The maximum amount payable will be reduced without amendment when the actual amount of the Local Agency's awarded Agreement is less than the budgeted total of the State funds and the Local Agency funds. The maximum amount payable will be reduced through the execution of an Option Letter as described in Section 6 of this contract. **This applies to the entire scope of Work.**

Exhibit D

SAMPLE OPTION LETTER

(This option has been created by the Office of the State Controller for CDOT use only)

NOTE: This option is limited to the specific contract scenarios listed below AND may be used in place of exercising a formal amendment.

Date:	State Fiscal Year:	Option Letter No.	Option Letter CMS Routing # Option Letter OLA #
Original Contract CMS #		Original Contract #	

Vendor name:

SUBJECT:

Option to unilaterally authorize the Local Agency to begin a phase which may include Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous ONLY (*does not apply to Acquisition/Relocation or Railroads*) and to update encumbrance amounts (*a new Exhibit C must be attached with the option letter and shall be labeled C-1, future changes for this option shall be labeled as follows: C-2, C-3, C-4, etc.*).

Option to unilaterally transfer funds from one phase to another phase (a new Exhibit C must be attached with the option letter and shall be labeled C-1, future changes for this option shall be labeled as follows: C-2, C-3, C-4, etc.).

Option to unilaterally do both A and B (a new Exhibit C must be attached with the option letter and shall be labeled C-1, future changes for this option shall be labeled as follows: C-2, C-3, C-4, etc.).

Option to extend the term of this Agreement.

REQUIRED PROVISIONS:

Option A (*Insert the following language for use with the Option A*):

In accordance with the terms of the original Agreement (*insert CMS routing # of the original Agreement*) between the State of Colorado, Department of Transportation and (*insert the Local Agency's name here*), the State hereby exercises the option to authorize the Local Agency to begin a phase that will include (*describe which phase will be added and include all that apply – Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous*) and to encumber previously budgeted funds for the phase based upon changes in funding availability and authorization. The encumbrance for (*Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous*) is (*insert dollars here*). A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**. (*The following is a NOTE only, please delete when using this option. Future changes for this option for Exhibit C shall be labeled as follows: C-2, C-3, C-4, etc.*).

Option B (*Insert the following language for use with Option B*):

In accordance with the terms of the original Agreement (*insert CMS # of the original Agreement*) between the State of Colorado, Department of Transportation and (*insert the Local Agency's name here*), the State hereby exercises the option to transfer funds from (*describe phase from which funds will be moved*) to (*describe phase to which funds will be moved*) based on variance in actual phase costs and original phase estimates. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**. (*The following is a NOTE only so please delete when using this option: future changes for this option for Exhibit C shall be labeled as follows: C 2, C-3, C-4, etc.*).

Option C (*Insert the following language for use with Option C*):

In accordance with the terms of the original Agreement (*insert CMS routing # of original Agreement*) between the State of Colorado, Department of Transportation and (*insert the Local Agency's name here*), the State hereby exercises the option to 1) release the Local Agency to begin a phase that will include (*describe which phase will be added and include all that apply – Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous*); 2) to encumber funds for the phase based upon changes in funding availability and authorization; and 3) to transfer funds from (*describe phase from which funds will be moved*) to (*describe phase to which funds will be moved*) based on variance in actual phase costs and original phase estimates. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**. (*The following is a NOTE only so please delete when using this option: future changes for this option for **Exhibit C** shall be labeled as follows: C-2, C-3, C- 4, etc.*).

(*The following language must be included on options A, B and C*):

The total encumbrance as a result of this option and all previous options and/or amendments is now (*insert total encumbrance amount*), as referenced in **Exhibit (C-1, C-2, etc., as appropriate)**. The total budgeted funds to satisfy services/goods ordered under the Agreement remains the same: (*indicate total budgeted funds*) as referenced in **Exhibit (C-1, C-2, etc., as appropriate)** of the original Agreement.

The effective date of this option letter is upon approval of the State Controller or delegate.

APPROVALS:

State of Colorado:

Jared S. Polis, Governor

By: Date:

Executive Director, Colorado Department of Transportation

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Agreement is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If the Local Agency begins performing prior thereto, the State of Colorado is not obligated to pay the Local Agency for such performance or for any goods and/or services provided hereunder.

State Controller Robert Jaros, CPA, MBA, JD

By: Date:

EXHIBIT E

PII Certification

STATE OF COLORADO

**LOCAL AGENCY CERTIFICATION FOR ACCESS TO PII THROUGH A
DATABASE OR AUTOMATED NETWORK**

Pursuant to § 24-74-105, C.R.S., I, _____, on behalf of _____ (legal name of Local Agency) (the “Local Agency”), hereby certify under the penalty of perjury that the Local Agency has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Local Agency.

Signature: _____

Printed Name: _____

Title: _____

Date: _____



AGENDA ITEM SUMMARY

AGENDA ITEM	SUBMITTED BY	PRESENTED BY
RESOLUTION 2022-46R: A resolution of the Town Council of the Town of Severance, Colorado, providing of additional appropriations in fiscal year 2022 for grant revenue and the expenditure of that revenue	Nancy Mueller, Finance Director	Nicholas J. Wharton
ACTION REQUESTED		
Town Staff asks that the Town Council review the resolution to appropriate grant revenue and the expense of that revenue: • Approve Resolution 2022-46R • Approve Resolution 2022-46R with Modifications • Take no action		<u>Action Requested</u> <u>Attorney Approved</u> <u>Resolution</u>
BRIEF SUMMARY		
Town staff requests that the Town Council review the proposed courses of action and discuss the following items: Appropriate grant revenue and approval of the expenses for the WCR 23 & HWY 392 Signals Project.		
PUBLIC SUPPORT/CONCERN		
None at this time.		
ANALYSIS AND RECOMMENDATION		
Management recommends the Town Council approve Resolution 2022-46R: A resolution of the Town Council of the Town of Severance, Colorado, providing of additional appropriations in fiscal year 2022 for grant revenue and the expenditure of that revenue.		
MATERIALS SUBMITTED		
The following materials were submitted and included in this packet: 1. Resolution 2022-46R 2022 Budget 2. CDOT Faster Funds Award Letter		

RESOLUTION NO. 2022-46R

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
SEVERANCE, COLORADO, PROVIDING OF ADDITIONAL
APPROPRIATIONS IN FISCAL YEAR 2022 FOR GRANT REVENUE AND
THE EXPENDITURE OF THAT REVENUE**

WHEREAS, the Town has been awarded a grant from the Colorado Department of Transportation (CDOT); and

WHEREAS, the Town Council has approved the Intergovernmental Agreement (IGA) with CDOT for the WCR 23 & HWY 392 signals project; and

WHEREAS, the Town would like to appropriate the \$625,000 grant awarded for expenditure as part of the project; and

WHEREAS, in accordance with Section 8.10 of the Town of Severance Home Rule Charter, the Town Council may modify appropriations by resolution during the fiscal year for unanticipated budgetary issues, so long as such modified appropriations do not cause total expenditures within a fund to exceed the beginning fund balance or the funds available plus anticipated revenues and other sources of funds within the fund as estimated in the budget; and

WHEREAS, the Town Council desires to modify appropriations and to authorize the expenditure of certain funds by enacting a supplemental budget appropriation to the 2022 Town budget.

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

Section 1. The following modifications to unencumbered appropriation balances for Fiscal Year 2022 as set forth below are hereby approved:

A. Appropriation of grant funding from the Colorado Department of Transportation (CDOT):

TOTAL FUNDS TO BE APPROPRIATED: \$625,000

Section 2. The following modifications to capital project expenditures for Fiscal Year 2022 as set forth below are hereby approved:

Expenditures by Project and Fund:

GL Account	Account Title	Project Code	Project Title	Amount
12-83-7500	Construction	TR-2101	WCR 23 & HWY 392	\$ 625,000.00

TOTAL EXPENDITURES:

\$625,000

Section 3. The Town Manager is directed to affect the necessary transfers to comply with this resolution, and to update beginning balances to actual balances for a more accurate statement of budget status.

RESOLVED AND PASSED THIS ____ DAY OF _____, 2022.

TOWN OF SEVERANCE, COLORADO

Matthew Fries, Mayor

ATTEST:

Leah Vanarsdall, MMC, Town Clerk

APPROVED AS TO FORM:

Hayashi & Macsalka, LLC, Town Attorney



COLORADO
Department of Transportation

Region 4

Director's Office
10601 10th Street
Greeley, CO 80634

April 15, 2022

Abdul Barzak
Town of Severance
PO Box 339
Severance, CO 80546

RE: CO 392 and WCR 23 Signalization FASTER Funding Award

Dear Abdul,

The Colorado Department of Transportation (CDOT) has approved the request for FASTER funding from the Town of Severance. This letter provides the official notification to the Town for the allocation of funds and contracting next steps.

The following project has been awarded funding, in the amount listed here:

- CO 392 and WCR 23 Signalization
 - FASTER: \$625,000
 - Local Required Match: \$0

For the project being awarded funding, the allocation is for the reimbursement of funds up to, and not to exceed, the FASTER Funding Amount listed above. If project costs overrun, exceeding the award and committed match, those costs are the responsibility of the local agency, no additional FASTER grant funds will be awarded toward your project.

The CDOT contact for this project is Jake O'Neal, who can be reached either by phone 970-350-2143 or email jake.oneal@state.co.us. Please contact CDOT at your earliest convenience to begin scheduling Intergovernmental Agreement (IGA) discussions and an initial meeting. Jake already has a copy of the FASTER application and will provide guidance on how to submit project funding breakdowns (including an engineer's estimate of probable cost) and a detailed schedule. After receiving guidance, all necessary initial information should be provided to Jake as soon as possible.

Due to CDOT's cash management abilities, these funds are available to the Town as of July 1, 2022. Because FASTER funding operates on a reimbursable basis, the Town must commit overmatching funds at the time the Town signs the IGA with CDOT. Do not begin any work until an IGA has been executed with CDOT and you have received an executed option letter and notice to proceed from CDOT.

Please Note: The project must have a fully executed IGA by June 30, 2023. If delays arise that impact project readiness and subsequent project completion, the CDOT reserves the right to remove this award and reallocate funding. If funds are revoked, the local agency is solely responsible for all costs incurred up to the date of revocation.

Further details regarding completion and billing requirements will be included in the IGA. If this project will not be completed, please notify your Local Agency Coordinator immediately so funding can be reallocated.

Each project must comply with all CDOT requirements including those associated with clearance for Right of Way, Utilities (including SUE), and Environmental. All costs associated with clearances including right of way acquisition, utilities relocation, and environmental mitigation measures, such as wetland creation, must be included in your project costs. CDOT staff can assist you in determining which clearances are required for your projects. The CDOT Local Agency Manual includes project requirements to assist with contracting, design, and construction which can be accessed at:

https://www.codot.gov/business/designsupport/bulletins_manuals/2006-local-agency-manual

Again, congratulations on your awarded project and we look forward to working with you.

Sincerely,

Heather
Paddock

Digitally signed by
Heather Paddock
Date: 2022.04.18
12:32:06 -06'00'

Heather Paddock
Region 4 Transportation Director

cc:

Katrina Kloberdanz, CDOT R4 Traffic Engineer
Bryce Reeves, CDOT R4 LA and Traffic Design Resident Engineer
Jake O'Neal, CDOT R4 Local Agency Coordinator
Josie Hadley, CDOT Region 4 Planning and Local Agency Environmental Manager
Bryan Schafer, CDOT Region 4 Business Office Manager
Whitney Holcombe, CDOT Region 4 STIP Technician

