



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
Tuesday, January 10, 2023, 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. Pg 4 - Liaison Appointment Roles and Expectations**
 - Legislative
 - Staff Presentation: Nicholas Wharton, 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. Pg 5 - 12.13.22 Minutes
- b. Pg 10 - Resolution 2023-01R: Amending the Code of Conduct and Ethics to Add a New Section 13 Regarding Conduct at Meetings**
 - Legislative
 - Staff Presentation: Nicholas Wharton, Town Manager
- c. Pg 22 - Town Council Mission and Vision**
 - Legislative
 - Staff Presentation: Nicholas Wharton, Town Manager
- d. Pg 24 - Resolution 2023-02R: Posting Locations for 2023**

- Legislative
- Staff Presentation: Nicholas Wharton, Town Manager

e. Pg 26 - Resolution 2023-03R: NISP 19th Interim Agreement

- Legislative
- Staff Presentation: Nicholas Wharton, Town Manager

f. Pg 38 - Approval and Ratification of Kissinger & Fellman, P.C., Representation Agreement

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 and sign-in.

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. Pg 41 - Salary Study Presentation and Action

- Legislative
- Staff Presentation: Nicholas Wharton, Town Manager

2. Pg 60 - Agreement for Grant of Easement (1018 Mahogany Way, LLC)

- Legislative
- Staff Presentation: Abdul Barzak, Town Planner

3. Pg 69 - Town of Severance Proposed Gun Range

- Legislative
- Staff Presentation: Nicholas Wharton, Town Manager

4. Pg 72 - Colorado State Highway 392 & Weld County Road23 Intersection Improvement Project Equipment Procurement

- Legislative
- Staff Presentation: Abdul Barzak, Town Planner

5. Pg 77 - Mayor Pro-Tem Appointment

- Legislative
- Staff Presentation: Nicholas Wharton, Town Manager

6. Pg 78 - Town Council Liaison Appointments

- Legislative
- Staff Presentation: Nicholas Wharton, Town Manager

7. Pg 79 - Initial Review and Determination - Ethics Complaints - In re: Councilor Baszler

- Discussion
- Staff Presentation: Mary Lynn Macsalka, Town Attorney

D. COUNCIL MEMBER PETITIONS

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

E. ADJOURN

Town Council MEETING

Tuesday, January 10, 2023, 6:00 PM (MDT)

Registration URL

https://us02web.zoom.us/webinar/register/WN_GSL5tq02RNOARXxagWeWpA

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
Pg 4 - Liaison Appointment Roles and Expectations	Nicholas Wharton, Town Manager	
ACTION REQUESTED		
Town Management asks the Town Council to discuss Liaison Appointment Roles and Expectations and direct any further actions they deem necessary.		<u>Discussion</u>
BRIEF SUMMARY		
As requested during council member petitions, Town Management has scheduled a work session to discuss Liaison Appointment Roles and Expectations.		
PUBLIC SUPPORT/CONCERN		
None at this time.		
ANALYSIS AND RECOMMENDATION		
Town Management asks the Town Council to discuss Liaison Appointment Roles and Expectations and direct any further actions they deem necessary.		
MATERIALS SUBMITTED		
The following materials were submitted and included in this packet: None		



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

MINUTES
REGULAR COUNCIL MEETING 2022-23
Tuesday, December 13, 2022, at 6:00 PM

Present:

Mayor:

Matthew Fries

Mayor Pro-tem:

Stephen Gagliardi

Council Members:

Dennis 'Zeke' Kane

Michelle Duda

Dan Meyers

David Bruen

Absent: Frank Baszler

Audience: Mark Dadey and Mike Harris

Staff:

Nicholas Wharton, Town Manager

Lindsay Radcliff-Coombes, Deputy Town Manager

Abdul Barzak, Town Planner

Mary Lynn Macsalka, Town Attorney

Chris Messersmith, Town Engineer

A. 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.

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

MOTION PASSED

- a. Pg 4 - 11.08.22 Minutes
- b. Pg 10 - October Payables
- c. Pg 14 - October Financials

4. Approval of Agenda

MOTION WAS MADE BY Council Member Kane, seconded by Council Member Duda to Remove Agenda Item C.10 and continue to the January 10th, 2023 Town Council meeting and Approve the Agenda as amended. 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 and sign-in.

NONE

6. Council Member Comments

7. Reports

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

- a. Pg 52 - Town Attorney
- b. Pg 56 - Town Staff
- c. Pg 85 - Town Management
- d. Council Members Liaisons
- e. Mayor

B. TOWN COUNCIL

1. Pg 89 - PUBLIC HEARING -

Resolution 2022-56R A Resolution of the Town Council of the Town of Severance, Colorado, ratifying and approving the Planning Commission's adoption of a Comprehensive Plan Amendment pertaining to real property located within section 35, township 7 north, range 67 west, County of Weld, State of Colorado

- Legislative
- Staff Presentation: Abdul Barzak, Town Planner

MOTION WAS MADE BY Mayor Pro-Tem Gagliardi, seconded by Council Member Kane to Approve **Resolution 2022-56R**: A Resolution of the Town Council of the Town of Severance, Colorado, ratifying and approving the Planning Commission's adoption of a Comprehensive Plan Amendment pertaining to real property located within section 35, township 7 north, range 67 west, County of Weld, State of Colorado.

YEAS: Fries, Gagliardi, Kane, Meyers, Bruen

5

NAYS: Duda

1

MOTION PASSED

Public Hearing: Open: 6:29 pm **Closed:** 6:58 pm

Public Comment: 1) Jennifer Rowe-1524 Lake Buena Vista Way & 2) Mike Harris-36591 CR 23

2. Pg 95 - Ordinance 2022-20: An Ordinance of the Town Council of the Town of Severance, Colorado, ratifying and approving the Planning Commission's approval of an application zoning certain land, fully described herein, to Town of Severance Town Core and Suburban Perimeter zoning districts

- Quasi-Judicial
- Staff Presentation: Abdul Barzak, Town Planner

MOTION WAS MADE BY Council Member Meyers, seconded by Council Member Kane to Adopt **Ordinance 2022-20**: An Ordinance of the Town Council of the Town of Severance, Colorado, ratifying and approving the Planning Commission's approval of an application zoning certain land, fully described herein, to Town of Severance Town Core and Suburban Perimeter zoning districts. All Council Members present voting Yes,

MOTION PASSED

3. Pg 125 - Resolution 2022-57R: A Resolution of the Town Council of the Town of Severance, Colorado, approving a concept plan for a mixed-use development on certain real property located within section 35, township 7 north, range 67 west, County of Weld, State of Colorado

- Legislative
- Staff Presentation: Abdul Barzak, Town Planner

MOTION WAS MADE BY Council Member Meyers, seconded by Council Member Kane to Approve **Resolution 2022-57R**: A Resolution of the Town Council of the Town of Severance, Colorado, approving a concept plan for a mixed-use development on certain real property located within section 35, township 7 north, range 67 west, County of Weld, State of Colorado. All Council Members present voting Yes,

MOTION PASSED

4. Pg 229 - Saddler Ridge PUD Filing 4 (9 & 10) Extension

- Legislative
- Staff Presentation: Abdul Barzak, Town Planner

MOTION WAS MADE BY Council Member Duda, seconded by Council Member Bruen to Approve the Saddler Ridge PUD Filing 4 (9 & 10) Extension to December 13, 2023. All Council Members present voting Yes,

MOTION PASSED

Applicant Joe Hoskins-Liberty Savings Bank Present

5. Pg 240 - Severance South (WinDance) Easement Request

- Legislative
- Staff Presentation: Abdul Barzak, Town Planner

MOTION WAS MADE BY Council Member Bruen, seconded by Council Member Kane to Approve Severance South (WinDance) Easement Request. All Council Members present voting Yes,

MOTION PASSED

6. Pg 257 - Resolution 2022-60R: Resolution to Appropriate Funds For Unanticipated Revenues and Expenditures

- Legislative
- Staff Presentation: Nancy Mueller, Finance Director

MOTION WAS MADE BY Council Member Meyers, seconded by Council Member Duda to Approve **Resolution 2022-60R: Resolution to Appropriate Funds For Unanticipated Revenues and Expenditures**. All Council Members present voting Yes,

MOTION PASSED

7. Pg 260 - Ordinance 2022-31: An Ordinance of the Town Council of the Town of Severance, Colorado, Amending Chapter 16 of the Severance Municipal Code by the addition of a new Article 18 pertaining to Multi-family Design and Development Standards

- Legislative
- Staff Presentation: Abdul Barzak, Town Planner

MOTION WAS MADE BY Mayor Pro-Tem Gagliardi, seconded by Council Member Bruen to Adopt **Ordinance 2022-31: An Ordinance of the Town Council of the Town of Severance, Colorado, Amending Chapter 16 of the Severance Municipal Code by the addition of a new Article 18 pertaining to Multi-family Design and Development Standards**.

YEAS: Fries, Gagliardi, Duda, Meyers, Bruen

5

NAYS: Kane

1

MOTION PASSED

8. Pg 270 - Resolution 2022-58R: A Resolution of the Town Council of the Town of Severance, Colorado, Extending the Land Use Advisory Committee Through December 31, 2023

- Legislative
- Staff Presentation: Nicholas Wharton, Town Manager

MOTION WAS MADE BY Council Member Bruen, seconded by Council Member Duda to Approve **Resolution 2022-58R: A Resolution of the Town Council of the Town of Severance, Colorado, Extending the Land Use Advisory Committee Through December 31, 2023**. All Council Members present voting Yes,

MOTION PASSED

9. Pg 273 - PUBLIC HEARING

Resolution 2022-59R: A Resolution of the Town Council of the Town of Severance, Colorado, Ratifying and Approving the Planning Commission's Adoption of a

Comprehensive Plan Amendment pertaining to an area of the Town located within Section 35, Township 7 north, range 67 west, County of Weld, State of Colorado

- Legislative
- Staff Presentation: Abdul Barzak, Town Planner

MOTION WAS MADE BY Council Member Duda, seconded by Council Member Kane to Approve **Resolution 2022-59R**: A Resolution of the Town Council of the Town of Severance, Colorado, Ratifying and Approving the Planning Commission's Adoption of a Comprehensive Plan Amendment pertaining to an area of the Town located within Section 35, Township 7 north, range 67 west, County of Weld, State of Colorado. All Council Members present voting Yes,

MOTION PASSED

Public Hearing: Open: 8:51 pm **Closed:** 8:57 pm - No Public Comment

10. Pg 278 - Initial Review and Determination - Ethics Complaints - In re: Councilor Baszler

- Discussion
- Staff Presentation: Mary Lynn Macsalka, Town Attorney

This Agenda Item was continued and moved to the Town Council Meeting on Tuesday, January 10, 2023

C. COUNCIL MEMBER PETITIONS

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

D. EXECUTIVE SESSION

- 1. 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, 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 Duda to adjourn the Regular Meeting and ADJOURN INTO Executive Session 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, and to determine positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators regarding the same. . All Council Members present voting Yes,

MOTION PASSED

Executive Session: Open: 9:00 pm **Closed:** 10:12 pm

E. ADJOURN

10:12 pm



AGENDA ITEM SUMMARY

AGENDA ITEM	SUBMITTED BY	PRESENTED BY
Pg 10 - Resolution 2023-01R : Amending the Code of Conduct and Ethics to Add a New Section 13 Regarding Conduct at Meetings	Nicholas Wharton, Town Manager	
ACTION REQUESTED		
Approved by a motion of approval for the consent calendar.		<u>Resolution</u> <u>Attorney Approved</u> <u>Action Requested</u>
BRIEF SUMMARY		
At the Town Council's retreat on November 29, 2022, the Town Council proposed adding a new Section 13 to the Town's Code of Conduct and Ethics setting forth expectations that Council and board members should strive to uphold in their interactions during public meetings. The intent of proposed Section 13 is to set out expectations for Council and board members' interactions and conduct during meetings and is not intended to be enforced through the complaint and enforcement procedures in Section 10 of the Code of Conduct and Ethics. At the direction of the Town Manager, the Town Attorney incorporated the requested provisions into a new Section 13 titled "Council and Board Meeting Conduct" in the Code of Conduct and Ethics, which is attached to Resolution No. 2023-01R. If approved, Resolution No. 2023-01R would amend the Code of Conduct and Ethics to include the new Section 13 requested by the Town Council.		
PUBLIC SUPPORT/CONCERN		
None at this time.		
ANALYSIS AND RECOMMENDATION		
Approved by a motion of approval for the consent calendar.		
MATERIALS SUBMITTED		
The following materials were submitted and included in this packet: 1. Res. No. 2023-01R - Amending Code of Conduct and Ethics to Add Section 13 2. Amended Code of Conduct and Ethics - Adding Section 13		

**TOWN OF SEVERANCE
RESOLUTION NO. 2023-01R**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SEVERANCE,
COLORADO, AMENDING THE CODE OF CONDUCT AND ETHICS IN
ACCORDANCE WITH SECTION 3.06 OF THE HOME RULE CHARTER TO ADD A
NEW SECTION 13 REGARDING CONDUCT AT MEETINGS**

WHEREAS, Section 3.06 of the Home Rule Charter of the Town of Severance (the “Charter”) provides that the Town Council “shall adopt by resolution a Code of Conduct and Ethics, which shall address Council conflicts of interest and behavior;” and

WHEREAS, on February 22, 2022, the Town Council approved Resolution No. 2022-08R adopting the Code of Conduct and Ethics; and

WHEREAS, on March 22, 2022, the Town Council approved Resolution No. 2022-15R amending the Code of Conduct and Ethics to add a new Section 12 governing the conduct of members of the Town Council and the Town’s boards and commissions in their interactions with Town staff; and

WHEREAS, at the Town Council’s retreat on November 29, 2022, the Town Council proposed expectations for the conduct of Council and board members at meetings, and the Town Attorney has incorporated the proposed expectations into a new Section 13, “Council and Board Meeting Conduct,” to the Code of Conduct and Ethics, in the form attached to this resolution and incorporated herein by this reference; and

WHEREAS, the Town Council has reviewed and considered the amended Code of Conduct and Ethics attached hereto and desires to adopt the attached Code of Conduct and Ethics, as amended, in accordance with Section 3.06 of the Charter.

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

Section 1. The Town Council hereby adopts the Code of Conduct and Ethics as amended to add a new Section 13, “Council and Board Meeting Conduct,” in the form attached to this resolution and incorporated herein by this reference.

RESOLVED AND APPROVED this 10th day of January, 2023.

TOWN OF SEVERANCE

BY: _____

Matthew Fries, Mayor

ATTEST:

Leah Vanarsdall, Town Clerk

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 March 22, 2022, Res. 2022-15R (adding § 12); amended January 10, 2023, Res. 2023-01R (adding § 13).

"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
-

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

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

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 Board Meeting Conduct.

A. In interaction during public meetings, Council members and board members shall strive to:

1. Treat all Council and board members as professionals;
2. Stay on topic; focus on the issue or topic;
3. Not use profanity directed at Council members, board members, staff, or the public;
4. Not personally criticize or make personal attacks on Council members or board members.

B. This section 13 is intended to set forth expectations for the conduct of Council members and board members during public meetings and is not subject to complaints or enforcement under section 10 of this Ethics Code.



AGENDA ITEM SUMMARY

AGENDA ITEM	SUBMITTED BY	PRESENTED BY
Pg 22 - Town Council Mission and Vision	Nicholas Wharton, Town Manager	
ACTION REQUESTED		
Approved by a motion of approval for the consent calendar.		<u>Attorney Approved</u>
BRIEF SUMMARY		
As discussed at the Town Council retreat, Management has revised the Town Council Strategic Plan, finalizing a vision and mission statement.		
PUBLIC SUPPORT/CONCERN		
None at this time.		
ANALYSIS AND RECOMMENDATION		
Approved by a motion of approval for the consent calendar.		
MATERIALS SUBMITTED		
The following materials were submitted and included in this packet: 1. TOS Council Strategic Plan		

TOWN OF SEVERANCE COLORADO

OUR MISSION

Community in the heart of Northern Colorado. Small town character surrounded by agriculture with opportunities to visit, play, and grow.

OUR VISION

**To create a safe, thriving, desirable community by honoring the values and goals, of a growing population.
To encourage positive community engagement through the voice and rights of all our residents.
To maintain a family friendly community with opportunities for local economic growth.**

OUR GOALS

OATH OF OFFICE:

- **Fiscally Responsible**
- **Transparency**
- **Engagement and Communications**

INFRASTRUCTURE SECURITY:

- **Water-Independence**
- **Wastewater**
- **Transportation**

SAFETY:

- **Public Safety**
- **Emergency Management Preparedness**
- **Safe Passageways**

TOWN PRIDE through leadership, service, and collaboration.

**TEAMWORK OPEN MINDED WELCOMING
NEIGHBORLY PROFESSIONALISM RESPECT
INNOVATION DEDICATION ETHICS**





AGENDA ITEM SUMMARY

AGENDA ITEM	SUBMITTED BY	PRESENTED BY
Pg 24 - Resolution 2023-02R: Posting Locations for 2023	Nicholas Wharton, Town Manager	
ACTION REQUESTED		
Approved by a motion of approval for the consent calendar.		<u>Resolution</u> <u>Action Requested</u> <u>Attorney Approved</u>
BRIEF SUMMARY		
Pursuant to C.R.S. § 24-6-402(2)(c)(III), the Town of Severance's official website, https://www.townofseverance.org/, is hereby designated as the public place for posting of notices of meetings of the town council, boards, commissions, agencies, and committees. Pursuant to C.R.S. § 24-6-402(2)(c)(III), notices of such meetings shall also be published no less than twenty-four hours prior to the holding of such meeting at the following secondary locations: i) on the bulletin board in the Severance Town Hall lobby, located at 3 South Timber Ridge Parkway, Severance, Colorado, 80546; and ii) at the U.S. Post Office, located at 320 1st Street, Severance, Colorado 80546, if the timely online posting of notice of such meetings is disrupted or delayed due to internet service interruption or a power outage.		
PUBLIC SUPPORT/CONCERN		
None at this time.		
ANALYSIS AND RECOMMENDATION		
Approved by a motion of approval for the consent calendar.		
MATERIALS SUBMITTED		
The following materials were submitted and included in this packet: Resolution 2023-02R		

**TOWN OF SEVERANCE
RESOLUTION NO. 2023-02R**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SEVERANCE,
COLORADO, DESIGNATING THE PUBLIC PLACE FOR POSTING OF NOTICES OF
MEETINGS FOR THE TOWN COUNCIL AND OTHER LOCAL PUBLIC BODIES OF THE
TOWN**

WHEREAS, the Town Council of the Town of Severance has determined that two regular meetings and two work sessions are sufficient to manage the demands of town business, and;

WHEREAS, C.R.S. § 24-6-402 (2)(c) requires that Town Council annually designate at the Town Council's first regular meeting of each calendar year the public place for posting of notice of meetings for the Town Council and other local public bodies of the Town; and

WHEREAS, local public body means any board, committee, commission, authority, or other advisory, policy-making or formally constituted body of the Town; and

WHEREAS, the Town shall also, as set forth in C.R.S. § 24-6-402 (2)(c)(III), designate alternative, physical locations at which the Town will post 24 hours' notice of meetings of the Town Council and other local bodies of the Town, if it is unable to post a notice online in the event of internet service interruption or a power outage.

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

Section 1. Pursuant to C.R.S. § 24-6-402(2)(c)(III), the Town of Severance's official website, <https://www.townofseverance.org/>, is hereby designated as the public place for posting of notices of meetings of the town council, boards, commissions, agencies and committees.

Section 2. Pursuant to C.R.S. § 24-6-402(2)(c)(III), notices of such meetings shall also be published no less than twenty-four hours prior to the holding of such meeting at the following secondary locations: i) on the bulletin board in the Severance Town Hall lobby, located at 3 South Timber Ridge Parkway, Severance, Colorado, 80546; and ii) at the U.S. Post Office, located at 320 1st Street, Severance, Colorado 80546, if the timely online posting of notice of such meetings is disrupted or delayed due to internet service interruption or a power outage.

Section 3. This resolution will take effect on January 10, 2023.

PASSED AND ADOPTED THIS 10th DAY OF JANUARY 2023

Matthew Fries, Mayor

Attest:

Leah Vanarsdall, Town Clerk



AGENDA ITEM SUMMARY

AGENDA ITEM	SUBMITTED BY	PRESENTED BY
Pg 26 - Resolution 2023-03R : NISP 19th Interim Agreement	Nicholas Wharton, Town Manager	
ACTION REQUESTED		
Approved by a motion of approval for the consent calendar.		<u>Resolution</u> <u>Action Requested</u> <u>Attorney Approved</u>
BRIEF SUMMARY		
This is the annual NISP agreement that states the participants agree to participate in Phase 3A, Phase 5, Phase 6, and Phase 7 of the Project under and pursuant to the terms and conditions of the Agreement. The 2023 participant cost for the Town of Severance is \$1,155,800; this amount is budgeted for.		
PUBLIC SUPPORT/CONCERN		
None at this time.		
ANALYSIS AND RECOMMENDATION		
Approved by a motion of approval for the consent calendar.		
MATERIALS SUBMITTED		
The following materials were submitted and included in this packet: 1. Resolution 2023-03R 2. Severance NISP 19th Interim Agreement 3. Severance NISP 19th Interim Agreement Invoice		

**TOWN OF SEVERANCE
RESOLUTION 2023-03R**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SEVERANCE,
COLORADO, APPROVING THE NINETEENTH INTERIM AGREEMENT BETWEEN
THE NORTHERN INTEGRATED SUPPLY PROJECT WATER ACTIVITY
ENTERPRISE AND THE TOWN OF SEVERANCE COLORADO ACTING WITH AND
ON BEHALF OF THE SEVERANCE WATER UTILITY ENTERPRISE FOR
PARTICIPATION IN THE NORTHERN INTEGRATED SUPPLY PROJECT**

WHEREAS, the Northern Integrated Supply Project Water Activity Enterprise (“NISP Enterprise”) is developing a water project (“Project”) for the purpose of developing a new reliable water supply for the beneficial use of the Town of Severance acting with and on behalf of the Town Water Utility Enterprise and other entities; and

WHEREAS, overall Project costs are divided among the entities that participate in the Project; and

WHEREAS, Phases 1, 2 and 4 of the Project have been completed and years one through six of the 3rd Phase, have been completed; and

WHEREAS, it is necessary that the NISP Enterprise pursue years 7 through 18 of the Project (referred to as Phase 3A) and Phases 5, 6 and 7 of the Project at this time in order to be able to complete the Project on the time schedule desired by the participants; and

WHEREAS, pursuing Phases 3A, 5, 6 and 7 of the Project on behalf of the participants will require funding from the participants.

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

The Nineteenth Interim Agreement between the Northern Integrated Supply Project Water Activity Enterprise and the Town of Severance acting with and on behalf of the Town Water Utility Enterprise for Participation in the Northern Integrated Supply 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 the Eighteenth Interim Agreement on behalf of the Town of Severance acting with and on behalf of the Town Water Utility Enterprise.

RESOLVED AND APPROVED this 10th day of January, 2023.

TOWN OF SEVERANCE, COLORADO

Matthew Fries, Mayor

ATTEST:

Leah Vanarsdall, Town Clerk

NINETEENTH INTERIM AGREEMENT WITH THE
NORTHERN INTEGRATED SUPPLY PROJECT WATER ACTIVITY ENTERPRISE,
FOR PARTICIPATION IN THE
NORTHERN INTEGRATED SUPPLY PROJECT

This Agreement is made and entered into as of _____, 2023, by and between the Northern Integrated Supply Project Water Activity Enterprise, a government-owned business within the meaning of Article X, § 20(2)(d) of the Colorado Constitution, organized pursuant to C.R.S. §§ 37-45.1-101 et seq., owned by the Northern Colorado Water Conservancy District, and whose address is 220 Water Avenue, Berthoud, Colorado 80513 (the "NISP Enterprise"), and the Town of Severance, a Colorado Statutory Town, whose address is P.O. Box 339, Severance, Colorado 80546 ("Participant").

Recitals

- A. The NISP Enterprise is developing a water project (the "Project") for the purpose of developing a new reliable water supply for the beneficial use of the Participant and other entities.
- B. Overall Project costs will be divided among the entities that participate in the Project.
- C. The First, Second, and Fourth Phases of the Project, and years one through six of the Third Phase, have been completed.
- D. The Third Phase, Years 7 through 19 (hereinafter referred to as "Phase 3A"), will consist of further agency consultation, permitting with the U.S. Army Corps of Engineers and other agencies, compliance with the National Environmental Policy Act and other requirements for federal permitting, field work, and analysis for permitting, modeling, and other activities related to designing and permitting the Project.
- E. The Fifth Phase of the Project consists of the Glade Reservoir geotechnical investigation and embankment design advancement, Glade Reservoir Construction Manager/General Contractor (CM/GC) design involvement, Highway 287 relocation final design and CM/GC design involvement, and completion of the Galeton Dam preliminary design.
- F. The Sixth Phase involves continued NISP conveyance delivery refinement, South Platte Water Conservation Project negotiations, land and easement definition and purchase, and potential advancement of time-sensitive mitigation activities.
- G. The Seventh Phase involves the development of a NISP Allotment Contract, financial project planning, legal defense of the Project permits, and overall project administration.
- H. It is necessary that the NISP Enterprise pursue Phases 3A, 5, 6, and 7 of the Project at this time in order to be able to complete the Project on the time schedule desired by the participants.

- I. Pursuing this Phases 3A, 5, 6, and 7 of the Project on behalf of the participants will require continued funding from the participants.

Agreement

1. The Participant agrees to participate in Phases 3A, 5, 6, and 7 of the Project, under and pursuant to the terms and conditions of this Agreement. The Participant acknowledges that it shares a common interest in development of the Project and that privileged material may be shared with the Participant from time to time. A description of Phase 3A, Phase 5, Phase 6, and Phase 7 is included in Exhibit A. Participation in this Agreement in no way obligates the Participant to participate in subsequent phases of the Project or to continue involvement in the Project in any manner.
2. For the purposes of cost allocation in Phase 3A, Phase 5, Phase 6, and Phase 7, the cost is based upon the Participant's base requested capacity divided by the total requested base Project yield. The Participant's initial base requested capacity in the Project is 2,000 acre-feet of water yield. Attached hereto as Exhibit B is a table showing the currently anticipated permitted capacity in the Project and the pro rata share of the costs of the Project for 2023 for each Participant. Exhibit B also shows the projected budgets and projected pro rata shares of the costs of the Project for 2023 for each Participant. The costs covered by this Agreement shall be separate from costs covered by the NISP Phase I Agreement between the NISP Enterprise and the Participant. The Participant may request a reduction, but not an increase, in base requested capacity, which will be implemented by the NISP Enterprise so long as any increased costs of design, environmental studies, permitting or other matters are paid by the Participant pursuant to its pro-rata cost basis. If a reduction in the Participant's base requested capacity is made, the formula for allocation of costs among the participants shall be changed accordingly so that all participants bear a pro rata share of the Phase 3A, Phase 5, Phase 6, and Phase 7 costs of the Project after the change based on their final base requested capacities. For purposes of the environmental analysis for the Project, the Participant's permitted capacity in the Project is 2,000 acre-feet of water yield. In the event that the Participant's base requested capacity is increased or decreased, the Participant's permitted capacity shall be increased or decreased in the same percentage as the percentage increase or decrease of the base requested capacity.
3. The Participant agrees to provide to the NISP Enterprise funds for its pro rata share of the anticipated 2023 costs necessary for Phase 3A, Phase 5, Phase 6, and Phase 7 of the Project. The NISP Enterprise estimates that the Participant's pro rata share of the costs of the Project is \$1,155,800 for 2023. The Participant will pay the NISP Enterprise its pro rata share of these 2023 costs on or before January 30, 2023. The NISP Enterprise will invoice the Participant for this payment. These estimated costs will not be increased or exceeded without the prior written approval of the Participant. Participant funds that are not expended during Phase 3A, Phase 5, Phase 6, and Phase 7 will be rebated back to each participant pro rata based on each participant's contribution of funds to the Project in Phase 3A, Phase 5, Phase 6, and Phase 7.

4. In the event that the Participant fails to make the payment set forth above at the specified time, the NISP Enterprise shall have the right to terminate this Agreement and cease all work on the Project for the benefit of the Participant. The NISP Enterprise shall give the Participant thirty (30) days' advance written notice of its intention to terminate this Agreement and cease work on the Project for the Participant's benefit under this paragraph. The Participant shall have until the end of said 30-day period in which to make all past due payments in full in order to cure its default hereunder. The Participant shall in any event be responsible for its pro rata share of the 2023 costs of Phase 3A, Phase 5, Phase 6, and Phase 7 of the Project actually incurred by the NISP Enterprise up to the date of termination of this Agreement.
5. The NISP Enterprise agrees to diligently pursue Phase 3A, Phase 5, Phase 6, and Phase 7 of the Project in good faith to the extent that funds therefor are provided by the Participant under this Agreement and by other participants under similar agreements. By entering into this Agreement and accepting payments from the Participant, the NISP Enterprise does not obligate itself to, nor does the NISP Enterprise warrant that it will, proceed with the Project beyond Phase 7 or that it will construct or operate the Project. At the end of the Sixth Phase, the NISP Enterprise will determine after consultation with the participants whether to proceed with the Project. The NISP Enterprise agrees that, if the participants provide all required funding, if the NISP Enterprise has the ability, and if the Project is feasible and practical, it will pursue the construction and operation of the Project if requested to do so by a sufficient number of participants to fully fund the Project. In the event that the NISP Enterprise decides not to proceed with the Project, it will so notify the Participant and this Agreement will immediately and automatically terminate upon the giving of such notice.
6. In the event of termination of the Project, the Participant shall not be entitled to any return of funds paid to the NISP Enterprise for the Project, unless payments by participants exceed the NISP Enterprise's costs as of the date the Project is terminated, in which case a pro rata refund will be made. In the event of such termination, the Participant shall be entitled to receive copies of any work products developed by the NISP Enterprise or its consultants on behalf of the Participant, and NISP Enterprise Board shall, in its sole discretion: (i) convey to the Participant, as a tenant in common with all other participants who have not been terminated under Paragraph 4 above, a pro rata interest in all real and personal property acquired by the NISP Enterprise for the Project with funds provided under this Agreement or similar agreements with other participants; or (ii) disburse to the Participants the proceeds of any sale of assets in proportion to each Participant's Cost Share.
7. The Participant shall have the right to assign this Agreement and the Participant's rights hereunder, with the written consent of the NISP Enterprise, which consent shall not be unreasonably withheld, to any entity that is eligible to receive water deliverable through the Project and that is financially able to perform this Agreement.
8. In the event that this Agreement is terminated for any reason, the Participant shall not be entitled to any return of any funds paid to the NISP Enterprise for the Project except as

provided in Paragraphs 3 and 6 above for those participants who have not been terminated under Paragraph 4 above, and the NISP Enterprise shall have no further obligations to the Participant.

9. Notwithstanding any other provision of this Agreement to the contrary, the Participant's maximum financial obligation under this Agreement shall be the payment of \$1,155,800 set forth in Paragraph 3 above. The Participant shall have the right to terminate this Agreement at any time. In the event of such termination, each of the parties hereto shall be immediately released from all obligations recited herein as if this Agreement had not been entered into.
10. In the event that additional costs must be incurred for Phase 3A, Phase 5, Phase 6, and Phase 7 in 2023, the parties may amend this Agreement in writing to provide for further payment by the Participant of the costs for 2023. However, the Participant is not obligated under this Agreement to pay any costs for Phase 3A, Phase 5, Phase 6, and Phase 7 beyond the costs stated in Paragraph 3 above.
11. This Agreement shall be interpreted under the laws of the State of Colorado. Venue for any disputes concerning this Agreement shall be in the Weld County, Colorado, District Court.
12. Nothing in this Agreement shall be construed to waive the protections and immunities afforded the NISP Enterprise and the Participant under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq., and any similar or successor statutes of the State of Colorado.
13. Except for the obligation to pay money, neither party shall be liable to the other party for any delay or inability to perform its obligations hereunder by reason of acts of God, acts of the public enemy, riot, civil commotion, insurrection, acts or failure to act of governmental authorities, war, pandemic, or any other cause or causes beyond the party's reasonable control.
14. This Agreement is the entire agreement between the NISP Enterprise and the Participant regarding participation in Phase 3A, Phase 5, Phase 6, and Phase 7 of the Project and shall be modified by the parties only by a duly executed written instrument approved by the Participant and the NISP Enterprise's Board of Directors.
15. This Agreement is subject to approval by the NISP Enterprise's Board of Directors and shall become binding on the NISP Enterprise only upon such approval.

TOWN OF SEVERANCE, a Colorado Statutory Town

By: _____

Name: _____

Title: _____

THE NORTHERN INTEGRATED SUPPLY PROJECT
WATER ACTIVITY ENTERPRISE

By: _____

Bradley D. Wind, P.E.
General Manager

EXHIBIT A
DESCRIPTION OF PHASE 3A, PHASE 5, PHASE 6, and PHASE 7
NORTHERN INTEGRATED SUPPLY PROJECT

Phase 3A consists of a continuation of the permitting work associated with NISP. The work in 2023 will largely be remaining efforts in support of the final 404 permit and Record of Decision, potential minor modification of the 404 permit, mitigation development, and continuation of the Larimer County IGA process. Additionally, there will be work in support of the public information effort for NISP as well as overall Northern Water administration and legal support.

Phase 5 will consist of the Glade Reservoir facility design advancement and necessary geotechnical work and Highway 287 relocation sixty percent design. Additionally, Construction Management/General Contractors (CM/GC) will be selected for Glade Reservoir and Highway 287 and will assist in design development and cost estimating.

Phase 6 involves the following additional 2023 activities:

- NISP conveyance will continue to be refined including evaluation of Participant flow requirements, pipeline sizing and route refinement, delivery system exchange potential, C-BT exchange potential, conveyance cost estimating, and cost allocation methodology development.
- South Platte Water Conservation Project negotiations will be advanced with the affected ditch companies and shareholder cooperative agreements will be developed.
- Land and easement requirements will be more specifically identified.
- Mitigation plans will continue to be advanced, and time sensitive mitigation activities may be pursued.

Phase 7 involves the following 2023 activities:

- Project financial planning
- Allotment contract development
- Legal defense of the Army Corps of Engineers 404 permit, and the Larimer County 1041 Permit.
- Potential activities associated with the City of Fort Collins' 1041 permit process.

EXHIBIT B
PARTICIPANT YIELD AND COSTS
PHASE 3A, PHASE 5, PHASE 6, and PHASE 7

Northern Integrated Supply Project	Rev. 2.0	10/21/2022	
Year 2023 Preconstruction Budget			
<i>Interim Contract 19</i>			
Item	Updated Cost		
Glade Final Design Activities	\$ 10,000,000		
Glade CMGC Design Support	\$ 800,000		
HW 287 Design Activities	\$ 2,300,000		
NISP Delivery Refinement	\$ 2,700,000		
River Intake Predesign and Design	\$ 400,000		
Galeton Advancement	\$ 400,000		
Environment&Mitigation	\$ 4,300,000		
Financing Consultant/Bond Counsel	\$ 100,000		
WQ Sample Testing	\$ 200,000		
Northern Water Labor	\$ 1,800,000		
Northern Water Indirect	\$ 816,000		
Legal	\$ 500,000		
Communications	\$ 100,000		
ROW-Land Appraisal/Title/Survey	\$ 200,000		
Pipeline Easements	\$ 3,000,000		
SPWCP Negotiations	\$ 200,000		
Contingency/Other (10%)	\$ 2,800,000		
Total	\$ 30,616,000		
Approximate Carryover from 2022	\$ 7,500,000		
Total Requested of Participants for 2023	\$ 23,116,000		
	Project Yield	Percent of	2023
Participant	(Acre-ft)	Project	Budget
Central Weld Co. W.D.	3,500	8.75%	\$ 2,022,650
Dacono	1,250	3.13%	\$ 722,375
Firestone	1,300	3.25%	\$ 751,270
Frederick	2,600	6.50%	\$ 1,502,540
Eaton	1,300	3.25%	\$ 751,270
Erie	6,500	16.25%	\$ 3,756,350
Evans	1,200	3.00%	\$ 693,480
Fort Collins-Loveland. W.D.	3,400	8.50%	\$ 1,964,860
Fort Lupton	2,050	5.13%	\$ 1,184,695
Fort Morgan	3,600	9.00%	\$ 2,080,440
Lafayette	1,800	4.50%	\$ 1,040,220
Lefthand W.D.	4,900	12.25%	\$ 2,831,710
Morgan County Q.W.D.	1,300	3.25%	\$ 751,270
Severance	2,000	5.00%	\$ 1,155,800
Windsor	3,300	8.25%	\$ 1,907,070
Total	40,000	100.00%	\$ 23,116,000





AGENDA ITEM SUMMARY

AGENDA ITEM	SUBMITTED BY	PRESENTED BY
Pg 38 - Approval and Ratification of Kissinger & Fellman, P.C., Representation Agreement	Mary Lynn Macsalka, Town Attorney	Town Attorney
ACTION REQUESTED		
Approval by a motion of approval for the consent calendar.		<u>Attorney Approved</u> <u>Action Requested</u>
BRIEF SUMMARY		
The Town of Severance is in the process of negotiating cable/broadband utility franchise agreements with TDS and Comcast. Cable and broadband franchise agreements involve non-customary, unusual, and complex legal matters for which special legal expertise and experience are required due to the complex array of federal and state laws and regulations that directly affect franchise agreements between local franchising authorities, like the Town, and cable/broadband providers. The Town Attorney has recommended the law firm of Kissinger & Fellman, P.C., to provide special legal counsel to the Town to assist with the drafting, negotiation, and implementation of these franchise agreements. The attorneys at Kissinger & Fellman, P.C., have the necessary expertise and experience representing Colorado municipalities in public utility franchise matters and are uniquely qualified to assist the Town. The Town Manager and Town Attorney reviewed Kissinger & Fellman, P.C.'s Representation Agreement (attached), and the Town Manager has signed the agreement. Under the Town's legal services agreement with the Town Attorney, the Town Council has the authority to engage special legal counsel to assist the Town as the Council deems appropriate. The Town Manager and the Town Attorney recommend the Town Council approve and ratify the attached Representation Agreement to confirm the engagement of Kissinger & Fellman, P.C., to provide special legal counsel to assist the Town with the TDS and Comcast franchise agreements.		
PUBLIC SUPPORT/CONCERN		
None at this time.		
ANALYSIS AND RECOMMENDATION		
Approval by a motion of approval for the consent calendar.		
MATERIALS SUBMITTED		
The following materials were submitted and included in this packet: 1. Representation Agreement - Kissinger & Fellman, P.C.		

KISSINGER & FELLMAN, P.C.

ATTORNEYS AT LAW

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3773 CHERRY CREEK NORTH DRIVE
DENVER, COLORADO 80209
TELEPHONE: (303) 320-6100
FAX: (303) 327-8601
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KENNETH S. FELLMAN
JONATHAN M. ABRAMSON
BRANDON M. DITTMAN

BOBBY G. RILEY
JULIE NIKOLAEVSKAYA
COLLEEN MCCROSKEY
PAUL D. GODEC, SPECIAL COUNSEL

REPRESENTATION AGREEMENT

Town of Severance, Colorado ("Client"), hereby employs the law firm of Kissinger & Fellman, P.C., ("the Firm") to provide legal counsel, advice and assistance in connection with a TDS franchise renewal and Comcast franchise agreement, and any other matters as may be authorized by Client from time to time. Legal fees and costs will be billed in accordance with the Billing Policies of the Firm set forth on this Representation Agreement which are part of this agreement. It is understood and agreed that the Firm's hourly rates may increase in the future.

The Firm's policy is to require from time to time an advance fee deposit/retainer for services and fees from each client prior to beginning any new or additional work on the client's matters. In this particular situation, an initial fee deposit/retainer of \$0.00 has been agreed upon. This deposit/retainer will be placed in the Firm's trust account and applicable disbursements will be made from the trust account to the Firm each month at the time of billing, to cover fees earned and expenses accrued. Client agrees to promptly make such subsequent deposits/retainers as the Firm may require from time to time.

BILLING POLICIES

Our regular hourly charges for professional services of each attorney in the firm are as follows:

Jonathan M. Abramson	\$350 per hour	Colleen McCroskey	\$175 per hour
Brandon M. Dittman	\$225 per hour	Julie Nikolaevskaya	\$220 per hour
Kenneth S. Fellman	\$305 per hour	Bobby G. Riley	\$225 per hour
Paul D. Godec	\$275 per hour	Paralegal/Law Clerk	\$ 90 per hour
Richard P. Kissinger	\$400 per hour		

**** BMD rate reduced from \$260; KSF rate reduced from \$405; PDG rate reduced from \$350; CEM rate reduced from \$185; and BGR rate reduced from \$280.***

Adjustments in the Firm's rates and charges do occur from time to time, and we endeavor to notify all our then active clients of any changes at the time they are to take place. Nonetheless we still encourage all client inquiries concerning the rates in effect at the beginning of each project and will provide an updated copy of these Billing Policies upon every request.

If there are services which can be performed by our paralegals or law clerks, this time will be charged at \$90 per hour. Billing will reflect all time expended on clients' matters, such as: office conferences, legal research, telephone calls, correspondence, travel time, drafting, court or hearing preparation and appearances, etc. Direct costs or expenses relating to clients' work (i.e., photocopies, postage, long distance telephone calls, mileage, parking, etc.) will be billed in addition to our hourly charges for professional services rendered.

Billing will normally be on a monthly basis. On matters which are not ongoing, a final billing may be made at the conclusion of the matter.

Our terms are payment in full within 30 days of the date of billing. If payment is not received timely, services and expense advances may be discontinued by the firm until satisfactory arrangements can be made to reinstate any past due account. **Interest** shall accrue at the rate of 1.5% per month on all amounts

overdue and unpaid. If collection efforts become necessary on any unpaid amounts, the client shall be responsible for costs and legal fees related thereto.

DOCUMENT/FILE RETENTION POLICY

When our engagement in this matter ends, at your written request, all materials/property you provided to us during the course of the representation will be returned to you. You agree that we have the right to make copies of all documents generated or received by us from any source during the course of our representation of you. When you request information from your file, the cost of transmitting original documents to you and/or the cost of providing you with copies of other documents will be charged to you. It is your responsibility to secure the return of any documents or property in the file. Following the conclusion of the matter, the client file may be converted to electronic format for storage. During the course of the representation, we may generate certain documents related to the matter (such as drafts, notes, internal memoranda, legal research, factual research, including investigative reports prepared by or for the internal use of lawyers on the case or in the firm, and administrative records) that will be retained by us (as opposed to being sent to you) or destroyed. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any documents or other materials that belong to the law firm within a reasonable time after our final bill for the matter is sent to you.

KISSINGER & FELLMAN, P.C.
Attorneys at Law

By: 
Brandon M. Dittman
Partner

TOWN OF SEVERANCE, CO

By: _____
Nicholas J. Wharton
Title: Town Manager
Date: 12/29/2022

Address: 3 S. Timber Ridge Pkwy
Severance, CO 8055
Telephone: 970-686-1218
Email: nwharton@townofseverance.org



AGENDA ITEM SUMMARY

AGENDA ITEM	SUBMITTED BY	PRESENTED BY
Pg 41 - Salary Study Presentation and Action	Nicholas Wharton, Town Manager	Laurie Graves, Graves Consulting, LLC and Nicholas J. Wharton, MPA
ACTION REQUESTED		
Management asks that the Town Council discuss the proposed general government pay schedule and the proposed sworn police step plan and take action. • Actions that may be taken: ○ Move to adopt the proposed general government pay schedule ○ Move to adopt the proposed sworn police step plan ○ Take no actions		<u>Discussion</u> <u>Presentation</u> <u>Action Requested</u>
BRIEF SUMMARY		
Per the final report: <i>This project included a thorough review of the current pay structure and all positions within the Town of Severance, ensuring the market comparables are appropriate and benchmarking all full and part-time positions using current market data.</i> <i>The end result is a comprehensive redesign of the pay structure and classification listing, as well as recommendations for implementation and ongoing maintenance that we believe will serve the Town well for years to come. In summary, the Town's pay structure needed a structural redesign and to be re-aligned to market rates, however, we believe good internal processes for pay administration and maintenance exist.</i>		
PUBLIC SUPPORT/CONCERN		
None at this time.		
ANALYSIS AND RECOMMENDATION		
Management recommends that the Town Council take action and move to adopt the proposed general government pay schedule, the proposed sworn police step plan, and decide whether to include the Town Manager in this salary adjustment.		
MATERIALS SUBMITTED		
The following materials were submitted and included in this packet: 1. Severance Comp Study - Report 2. Severance Comp Study - Council Presentation		

December 9, 2022

Nicholas Wharton
Town Manager
Town of Severance, CO
3 South Timber Ridge Parkway
Severance, CO 80546

Dear Mr. Wharton,

Thank you for the opportunity to work with the Town on a Compensation Study. This project included a thorough review of the current pay structure and all positions within the Town, ensuring the market comparables are appropriate, and benchmarking all full and part time positions using current market data.

The end result is comprehensive redesign of the pay structure and classification listing as well as recommendations for implementation and ongoing maintenance that we believe will serve the Town well for years to come.

In summary, the Town's pay structure needed a structural redesign and to be re-aligned to market rates, however, we believe good internal processes for pay administration and maintenance exist. The team was able to quickly provide us with all requested information in an organized fashion, provide all analysis that we needed and help facilitate discussions with several internal groups as necessary to complete this Study. We believe the Town has the infrastructure and systems that will allow for a smooth implementation of our recommendations and ongoing maintenance of the pay structure and systems.

This report covers our full scope of work and includes an overview of our process and methodology, as well as our findings and recommendations.

Sincerely,

Laurie Graves

Laurie Graves
President and Principal Consultant
Graves Consulting, LLC

Background

The Town contacted Graves Consulting earlier this year to request a proposal for a Compensation and study. We responded and were ultimately awarded the project. Work began in September of this year.

Scope of Work

The Compensation Study included a comprehensive review of the Town's current pay structure, a review of all job descriptions for current full time and part time positions (including some newly created positions), validation of the Town's market definition and data analyzing from multiple sources. After months of collaborative effort between Graves Consulting staff and members of the Town's leadership team, we have created the findings and recommendations outlined below.

Market

A foundational element for this project was the definition of an appropriate external market with which the Town would compare itself. The intent was to create a market broad enough to provide statistically valid data and matches for the Town's positions. The Town had previously been using the Denver/Boulder and Northern Colorado communities, as outlined in the Employers Council survey data. We agree that this is an appropriate market definition.

Based on current survey participants, this includes the following municipalities:

Town of Severance Defined Market			
Cities & Towns			Counties
Arvada	Federal Heights	Lone Tree	Adams County
Aurora	Firestone	Longmont	Arapahoe County
Boulder	Fort Collins	Loveland	Boulder County
Brighton	Frederick	Northglenn	Broomfield County
Broomfield	Golden	Parker	Denver County
Castle Pines	Greeley	Superior	Douglas County
Castle Rock	Greenwood Village	Thornton	Gilpin County
Centennial	Johnstown	Wellington	Jefferson County
Commerce City	Lafayette	Westminster	Larimer County
Englewood	Lakewood	Wheat Ridge	Weld County
Erie	Littleton	Windsor	
Evans			

**Highlighted communities did not report data for 2022*

**Private sector data for the same regions was also included for applicable positions*

Data Sources

Our primary data sources for this project were the 2022 Employers Council and Colorado Municipal League compensation surveys, as the Town has access through their memberships. The information was aged by 5% to account for market movement since the information was collected in Q1 of this year.

Job Matching

Job matching is the other foundational element of a comprehensive Compensation study, in addition to Market Definition. Ensuring that we understand the Town's positions well enough to choose accurate benchmarks is critical. Graves Consulting collected information on the Town's positions through Job Description review, detailed meetings with each Department Head and additional follow up emails and questions.

In comparing jobs, we match as many Town positions to the data sources listed above as possible. Between all of the survey sources, we were able to match all 35 of the current and proposed positions. We believe this provides a very solid foundation for this Compensation study.

For available matches, we extract actual wages being paid for that job in the Town's defined market. For some positions, the survey pay ranges are reviewed as well.

We use standard "best practices" when matching jobs and extracting data from pay surveys. For example:

- It is common to blend job matches when a Town position matches with more than one survey job. We may combine survey positions to reflect the most accurate job match(es) available.
- We review the survey data sample size and do not include some matches with a limited sample size of data or where we believe an anomaly exists.
- We adjust some job matches as appropriate. For example, we may believe that a Town position is a good match with a job, but we know that the Town's position has higher requirements or licensures than the survey job. We may add a percentage to the survey result to reflect the complexity of the Town's position. We also trend a result downward if we feel the Town's position is at a slightly lower level than the survey position.

Pay Structures and Classification – Current State and Recommended

General Government Pay Structure

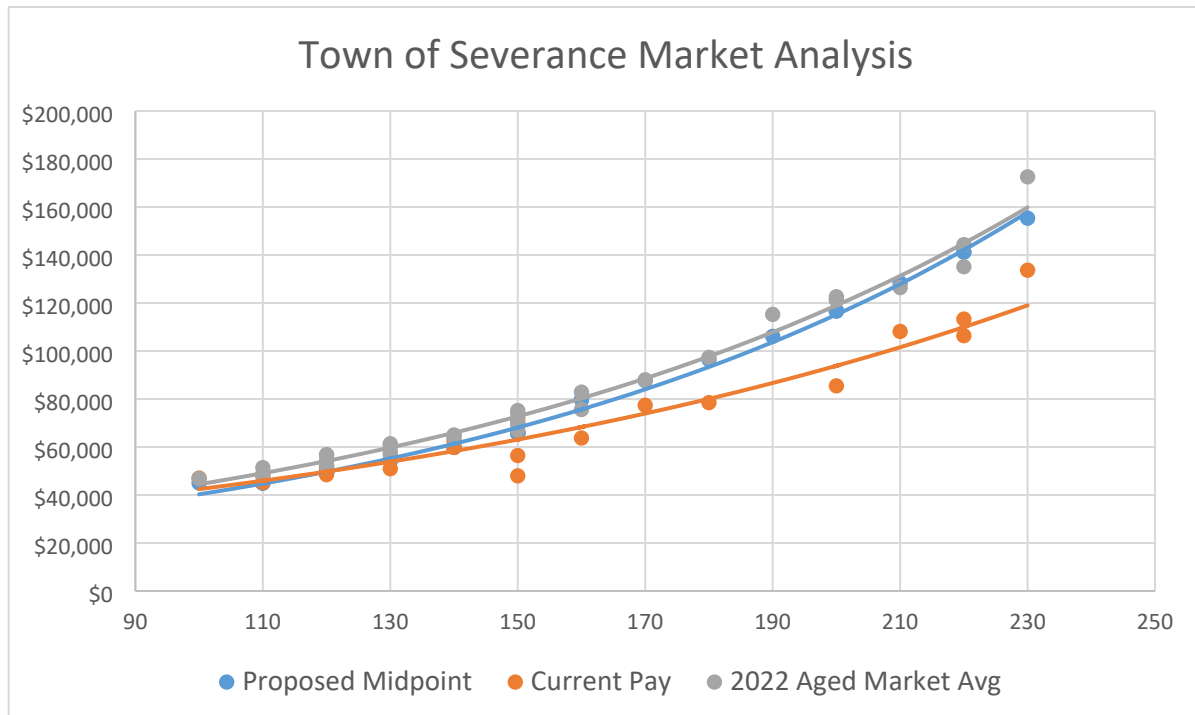
Currently, the Town has one open range pay structure for all positions. The current structure has 15 pay grades and ranges that vary from 16% to 49% wide. The grades are not uniformly distanced from each other with midpoint distances ranging from 1% to 19% apart. These ranges were built around existing positions, which is a common and appropriate practice for smaller communities.

Graves Consulting is proposing a revised pay structure for all General Government positions that is still open range. The proposed structure has 16 pay grades and ranges that are all 10% apart at the midpoint. Those ranges vary in width from 35% wide at the bottom of the scale to 45% wide at the top. We believe this structure will allow the Town the flexibility to adjust maintain alignment to market for all positions over time.

Below is our proposed pay structure:

Town of Severance - Proposed Pay Structure 2023								
Grade	Annualized			Hourly			Design	
	Min	Mid	Max	Min	Mid	Max	Width	Distance
100	\$38,298	\$45,000	\$51,702	\$18.41	\$21.63	\$24.86	35%	
110	\$42,128	\$49,500	\$56,872	\$20.25	\$23.80	\$27.34	35%	10%
120	\$46,340	\$54,450	\$62,560	\$22.28	\$26.18	\$30.08	35%	10%
130	\$50,974	\$59,895	\$68,816	\$24.51	\$28.80	\$33.08	35%	10%
140	\$54,904	\$65,885	\$76,865	\$26.40	\$31.68	\$36.95	40%	10%
150	\$60,394	\$72,473	\$84,552	\$29.04	\$34.84	\$40.65	40%	10%
160	\$66,434	\$79,720	\$93,007	\$31.94	\$38.33	\$44.71	40%	10%
170	\$73,077	\$87,692	\$102,308	\$35.13	\$42.16	\$49.19	40%	10%
180	\$80,385	\$96,461	\$112,538	\$38.65	\$46.38	\$54.11	40%	10%
190	\$88,423	\$106,108	\$123,792	\$42.51	\$51.01	\$59.52	40%	10%
200	\$97,265	\$116,718	\$136,171	\$46.76	\$56.11	\$65.47	40%	10%
210	\$104,808	\$128,390	\$151,972	\$50.39	\$61.73	\$73.06	45%	10%
220	\$115,289	\$141,229	\$167,169	\$55.43	\$67.90	\$80.37	45%	10%
230	\$126,818	\$155,352	\$183,886	\$60.97	\$74.69	\$88.41	45%	10%
240	\$139,500	\$170,887	\$202,275	\$67.07	\$82.16	\$97.25	45%	10%
250	\$153,450	\$187,976	\$222,502	\$73.77	\$90.37	\$106.97	45%	10%

The chart below shows that with the proposed pay ranges, the Town's Range Midpoints are well aligned to the 2022 Market data. This was our goal. This chart further shows that the current Employee pay rates are below market averages across the structure, with 12 positions having incumbents below the new range minimum.



Implementation and Financial Impact for Base Pay Adjustments

Graves Consulting recommends implementing the proposed pay structure an ensuring that not only are rates at or above the range maximums, but that employees with more experience are placed appropriately in their pay ranges to prevent pay compression.

The estimated financial impact of implementing the General Government pay plan is about \$87k (base pay impact only). The estimated financial impact of implementing the Police Step Plan is about \$88k (base pay impact only).

Total annualized base pay impact is \$175k.

Ongoing Maintenance and Movement Through Pay Ranges

We recommend the Town have a set process for the ongoing maintenance of these pay structures and for determining pay increases for employees.

There are normally two ways an employee can receive an increase. First, is when an employee receives a pay increase that moves them further up in their pay range. These increases are normally based on either annual across the board increase percentages or vary based on performance. Second, is when the pay structure is increased to keep pace with market. If the ranges increase, many organizations keep employees in the same relative position in the pay grade which results in a pay increase. We recommend that both range adjustments and pay increases occur annually.

Timing for each type of increase is also something to consider. Would the Town prefer to make both increases at once, on a common date, separate the timing but do each on a set date, or make market adjustments on a common date and movement through range increases on anniversary dates? There is not a right or wrong way, just budgeting and administrative issues to consider.

Graves Consulting does not have an opinion or recommendation on timing of the increases. We see this as entirely a matter of preference for the Town. However, we do recommend that a process be developed regarding timing and expectation of annual increases that can be shared with all employees.

We would recommend adjusting the overall pay structure by a set percentage annually to stay current to market. Additionally, we would recommend that this percentage be based on a combination of what others in the Town's defined market are doing and what the Town can afford. We believe this information could be easily obtained through the projections that Employers Council provides each year.

As an example, if others on average say their pay structures are increasing by 1.5% and pay is increasing by 3%. Assuming this is within budget, the Town would increase all pay structures by 1.5% and keep employees in the same relative position in their pay grade. Then the Town would increase all employees who are not at range max by an additional 1.5%. This would keep the Town's pay structure current and keep employees moving up in their pay ranges, albeit rather slowly. We believe it's administratively easier to do this at the same time so that the Town only has to administer pay increases once per year, but that's an internal decision.

Graves Consulting believes that the Town can internally manage the ongoing maintenance of the pay structures based on our guidance above. We would recommend an external assessment every two to three years to ensure alignment to market for all positions. This will ensure that the pay structure increases that have been made are keeping the Town tied to its defined market and would also assist in identifying positions that have moved more than others and may need to be upgraded.

Summary

We believe the Town's pay structure has been appropriate in the past but some structural changes as well as more alignment to market will allow the Town to be both more flexible and competitive now and in the future.

The changes to the structure that we are recommending are primarily for the purpose of addressing the concerns that were mentioned at the start of this project. Specifically, ensuring competitiveness to market, addressing internal equity, and providing flexibility and a method for ongoing maintenance of the structures for the Town. Additionally, we believe our recommendations will allow the Town to have an objective and transparent structure and process for pay that is more easily communicated to employees.

All results and recommendations are based on compiled market data, however, Town leadership should review and adjust for specific circumstances that we may not be aware of.

We are available to discuss this report in further detail with you or any other members of the leadership team or Town Council, as is appropriate.



Compensation Study & Analysis: Overview of Process, Findings & Recommendations

January 2023

Project Overview

- ◆ **Intent:** To recruit and retain talent by ensuring all employees at the Town of Severance are paid competitively to market while maintaining internal equity and providing for career progression where possible
- ◆ **Scope:** Provide recommendations to create a Pay Structure for the Town based on current, statistically valid market data, including recommendations for implementation and ongoing maintenance

Why was a Comp Study Important Now?

- ◆ For context on inflation, the Social Security Cost of Living adjustment for 2022 was 5.9%, the largest increase since 1982. 2023 increase is 8.7%. The average over the prior 10 years was 1.9%.
- ◆ The Bureau of Labor Statistics reports that the Consumer Price Index for the Denver area has increased 6.9% over the 12-months ending in Nov 2022 (down from over 9% in August)
- ◆ The Federal Reserve has increased interest rates five times in 2022 for a total of 3.25%
- ◆ In this labor market and inflationary time, the Town is going to be forced to incur increased labor costs ***whether you implement a new wage structure or not***
- ◆ Turnover is very costly when you include recruiting and hiring costs, training, certifications, the cost of rework when mistakes are made, overtime, etc..
- ◆ Additionally, when you hire new employees to replace those that leave, the Town will have to pay market rates for those employees which makes compression even worse for existing employees and will require more pay increases

Project Deliverables

- ◆ Review and analyze current wage structure and classification system
- ◆ Define the market the Town wishes to compare itself to
- ◆ Review existing wage survey data collected from relevant, statistically valid market studies
- ◆ Recommend pay structures that meet the Town's needs including placement of each position within those structures
- ◆ Provide financial impact analysis and recommendations for implementation, internal equity, pay compression and ongoing maintenance and communication
- ◆ Provide comprehensive final report

Process & Methodology

Job Matching and Market Update:

- ◆ Reviewed all current state data and had discussions with all Dept Heads to ensure full understanding of the Town's positions
- ◆ Extracted existing data from Employers Council and Colorado Municipal League 2022 surveys and aged the data forward
- ◆ Pulled the average actual wages being paid to employees doing similar work to create market averages
- ◆ We adjusted benchmarks as necessary for span and scope of the role as compared to market
- ◆ All positions were matched to external market data

Defined Market

Town of Severance Proposed Defined Market			
Cities & Towns			Counties
Arvada	Federal Heights	Lone Tree	Adams County
Aurora	Firestone	Longmont	Arapahoe County
Boulder	Fort Collins	Loveland	Boulder County
Brighton	Frederick	Northglenn	Broomfield County
Broomfield	Golden	Parker	Denver County
Castle Pines	Greeley	Superior	Douglas County
Castle Rock	Greenwood Village	Thornton	Gilpin County
Centennial	Johnstown	Wellington	Jefferson County
Commerce City	Lafayette	Westminster	Larimer County
Englewood	Lakewood	Wheat Ridge	Weld County
Erie	Littleton	Windsor	
Evans			

This represents the Denver/Boulder and Northern Colorado regions from Employers Council

Process & Methodology

Pay Structure Update:

- ◆ For all General Government positions, we are recommending an open range Pay Structure with consistent range widths and midpoint distances
- ◆ For Sworn Non-Exempt Police positions, we are recommending a step plan
- ◆ Recommending placement of all positions on the new pay structures based on current market data

Proposed Pay Structures

General Government Pay Structure:

- ◆ Each Grade/Range has a Min, Mid and Max rate
- ◆ Ranges are 35%-45% wide
 - ◆ This will help keep hire in rates competitive and allow for appropriate wage growth over time
- ◆ Midpoints are 10% apart
- ◆ 16 total pay grades (not all in use currently)

Sworn Police Step Plan:

- ◆ Step plan for Officer and Sergeant (Leadership roles on Gen Gov't)
- ◆ 7 Steps for Officer, 4 Steps for Sergeant
- ◆ Each step is 4%

Proposed General Gov't Pay Structure

Town of Severance - Proposed Pay Structure 2023								
Grade	Annualized			Hourly			Design	
	Min	Mid	Max	Min	Mid	Max	Width	Distance
100	\$38,298	\$45,000	\$51,702	\$18.41	\$21.63	\$24.86	35%	
110	\$42,128	\$49,500	\$56,872	\$20.25	\$23.80	\$27.34	35%	10%
120	\$46,340	\$54,450	\$62,560	\$22.28	\$26.18	\$30.08	35%	10%
130	\$50,974	\$59,895	\$68,816	\$24.51	\$28.80	\$33.08	35%	10%
140	\$54,904	\$65,885	\$76,865	\$26.40	\$31.68	\$36.95	40%	10%
150	\$60,394	\$72,473	\$84,552	\$29.04	\$34.84	\$40.65	40%	10%
160	\$66,434	\$79,720	\$93,007	\$31.94	\$38.33	\$44.71	40%	10%
170	\$73,077	\$87,692	\$102,308	\$35.13	\$42.16	\$49.19	40%	10%
180	\$80,385	\$96,461	\$112,538	\$38.65	\$46.38	\$54.11	40%	10%
190	\$88,423	\$106,108	\$123,792	\$42.51	\$51.01	\$59.52	40%	10%
200	\$97,265	\$116,718	\$136,171	\$46.76	\$56.11	\$65.47	40%	10%
210	\$104,808	\$128,390	\$151,972	\$50.39	\$61.73	\$73.06	45%	10%
220	\$115,289	\$141,229	\$167,169	\$55.43	\$67.90	\$80.37	45%	10%
230	\$126,818	\$155,352	\$183,886	\$60.97	\$74.69	\$88.41	45%	10%
240	\$139,500	\$170,887	\$202,275	\$67.07	\$82.16	\$97.25	45%	10%
250	\$153,450	\$187,976	\$222,502	\$73.77	\$90.37	\$106.97	45%	10%

Sworn Police Step Plan

Town of Severance - Proposed Sworn, NE Police Step Plan 2023								
Position	Grade							
Police Cadet Rate (Non-Sworn)	P1	\$60,112 28.90						
		<u>Entry</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
		\$70,720	\$73,549	\$76,491	\$79,550	\$82,732	\$86,042	\$89,483
Police Officer	P2	34.00	35.36	36.77	38.25	39.78	41.37	43.02
			4.00%	4.00%	4.00%	4.00%	4.00%	4.00%
		<u>Entry</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>			
		\$95,747	\$99,577	\$103,560	\$107,703			
Police Sergeant	P3	46.03	47.87	49.79	51.78			
			4.00%	4.00%	4.00%			

Implementation and Financial Impact

- ◆ The Town has done a good job of keeping pace with market rates in the past but the market has moved rapidly in 2022
- ◆ There are several employees with current pay rates below the minimum of the proposed pay ranges and many more who are within range but lower in the new range than their tenure and experience would suggest they should be
- ◆ In order to move all employees to an appropriate market-based place in range, the estimated annual financial impact is as follows:
 - ◆ General Gov't Employees: \$86,222
 - ◆ Sworn Police on Step Plan: \$87,818
 - ◆ Total Estimated Cost: **\$174,040**
- ◆ This is base pay impact only



Questions?



AGENDA ITEM SUMMARY

AGENDA ITEM	SUBMITTED BY	PRESENTED BY
Pg 60 - Agreement for Grant of Easement (1018 Mahogany Way, LLC)	Abdul Barzak, Town Planner	Abdul Barzak, Town Planner
ACTION REQUESTED		
Town Staff is asking the Severance Town Council to review, discuss, and take action on the proposed Agreement for Grant of Easement to 1018 Mahogany Way, LLC. Actions that may be taken: 1. Move to approve the Agreement for Grant of Easement as proposed and subject to the conditions listed therein. 2. Take no action.		<u>Attorney Approved</u> <u>Action Requested</u> <u>Discussion</u>
BRIEF SUMMARY		
In 2017 the Town Council (Town Board of Trustees at the time) approved and awarded the <i>Agreement For Grant of Easement</i> to 1018 Mahogany Way, LLC to construct a concrete pad on Town-owned property to aide with day-to-day operations of the business located at 1018 Mahogany Way. In that agreement, a term of five (5) years was established to ensure that maintenance and upkeep of the easement area was established. That five (5) year term has expired. Tongiht 1018 Mahogany Way, LLC is asking the Town Council to grant the easement for an additional five (5) years.		
PUBLIC SUPPORT/CONCERN		
None at this time.		
ANALYSIS AND RECOMMENDATION		
Town Staff is asking the Severance Town Council to review, discuss, and take action on the proposed <i>Agreement for Grant of Easement</i> to 1018 Mahogany Way, LLC.		
MATERIALS SUBMITTED		
The following materials were submitted and included in this packet: 1. Agreement for Grant of Easement (Attorney Reviewed) 2. Vicinity Map		

AGREEMENT FOR GRANT OF EASEMENT

This **Easement Agreement** (“**Agreement**”) is entered into as of _____, 2023, (“**Effective Date**”) by and between **Town of Severance** (“**Grantor**”) and **1018 Mahogany Way, LLC** (“**Grantee**”).

RECITALS

A. Grantor is the owner of the following real property in the Town of Severance, County of Weld, State of Colorado (“**Burdened Property**”) described as:

Parcel No. 080702124001
SEV 1TRPUDR L1 TIMBER RIDGE PUD 1ST FG RPLT OF OUTLOT 1

B. Grantee is the owner of the following real property in the Town of Severance, County of Weld, State of Colorado (“**Benefitted Property**”):

Parcel No. 080702116002
SEV SCTR L2 BLK2 SCOTCH PINE COMMERCIAL AT TIMBER RIDGE PUD

also, known by street and number as: 1018 Mahogany Way, Severance, Colorado 80550.

C. Grantor grants to Grantee the right to construct a concrete pad on the easement property.

D. Grantor has alleged on the basis of a survey obtained by Grantor that the Alleged Encroachments are actual encroachments and has presented Grantee with a claim for compensation related to the Alleged Encroachments. Grantor has also submitted a claim to his title insurance company related to the Alleged Encroachments (“**Title Insurance Claim**”). Grantee has not independently verified Grantor’s allegations and does not concede that the Alleged Encroachments are actual encroachments. The purpose of this Agreement is to settle Grantor’s claim against Grantee and Grantor’s Title Insurance Claim.

E. By this Agreement Grantor grants an easement to Grantee in, over, across and through the following portions of the Burdened Property (the “**Easement Area**”) as illustrated on Exhibit A attached hereto and incorporated herein by this reference for the Easement Uses (as hereinafter defined) upon the terms and conditions set forth below:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. **Grant of Easement.**

1. Grantor hereby grants to Grantee an easement in, over, across and through the Easement Area set forth on Exhibit “A”, attached hereto and incorporated herein by reference, for the purpose of constructing a concrete pad for use by Grantee’s business. The foregoing

purpose shall be referred to herein as the “**Easement Uses.**” Grantee shall have the right to fence or erect barriers or gates around the Easement Area.

2. This easement shall be for a term of five (5) years, subject to renewal by written agreement of the parties. As a condition of the continuing grant of the easement described herein, Grantee shall maintain the landscaping, mowing, and erosion control on the entire slope within the burdened property within fifty (50) feet of the Easement Area.

2. **Term.** This Agreement and the easement granted herein shall continue from the date of mutual execution of this Agreement for a term of five (5) years, subject to renewal by written agreement of the parties, unless this Agreement is amended, modified or terminated by breach of the Grantee’s obligations after thirty days written notice from the Town. Notwithstanding the foregoing, this Agreement and the easement granted herein shall only continue if the Easement Uses are maintained (i.e. the Alleged Encroachments remain in their current location (and are properly maintained).

3. **Maintenance and Repair.**

1. All expenses and costs for the maintenance of the Easement Uses within the Easement Area shall be the sole responsibility of the Grantee. Further, any damage caused by Grantee to the Easement Area or the Burdened Property (including, but not limited to improvements on the Burdened Property such as the fence, which Grantor anticipates that he will be installing on the Burdened Property) shall be repaired at the sole cost of Grantee.
2. Grantee will not take any action on the Easement Area that interferes with existing drainage. Further, Grantee shall clean all roof gutters that hang over or drain into the Easement Area on a regular basis.
3. In the event any portion of the Easement Area becomes unsafe or is in need of repair through no fault of Grantor, it shall be the Grantee’s duty to make such a repair except that any repair of any fence or any other improvement erected by Grantor shall be the responsibility of Grantor unless the damage to the fence was caused by Grantee.

4. **No Implied Easements.** Nothing contained in this Agreement shall be deemed to create any implied easements not otherwise expressly provided for herein. In this regard, Grantor reserve to himself, his successors and assigns, all such rights and privileges in and to the Burdened Property.

5. **No Mechanic’s Lien on Burdened Property.**

1. No material furnished to the Benefitted Property or Easement Area, or any labor performed thereupon, by or at the direction of Grantee shall be the basis for the filing of a lien against the Burdened Property. All of such cost and expense shall be the sole responsibility and liability of Grantee. Grantee shall indemnify and hold harmless the Grantor from and against all liability arising from the claim of any lien against such

Grantor or Burdened Property for construction performed, or for labor, materials, services, or products incorporated, on the Burdened Property by or at the direction of Grantee.

6. **Insurance.**

1. Grantee shall, at its sole cost and expense, obtain and maintain at all times policies for insuring all of Grantee's improvements in the Easement Area against loss or damage by fire, water and all other hazards that are normally covered by the standard extended coverage endorsement and all other perils customarily covered for similar types of residential property .
2. Grantee shall, at its sole cost and expense, obtain and maintain at all times policies of general liability insurance providing coverage for bodily injury and property damage which may occur in and upon the Easement Area, with coverage in the minimum amount of \$300,000 for bodily injury and property damage for any single occurrence.
3. Grantee shall, upon written request from Grantor, deliver to the Grantor certificates evidencing all insurance required to be carried under this Section. Grantor shall have the right, upon reasonable request, to inspect and copy all such insurance policies of the Grantee and require evidence of the payment of the premiums therefore.

7. **Restrictions.**

1. Grantee shall not do anything or keep anything on the Easement Area which would be in violation of any statute, rule, ordinance, regulation, permit or other requirements of any governmental body.
2. No noxious or offensive activity shall be carried on upon any part of the Easement Area nor shall anything be done or placed on it which is or may become a nuisance or cause embarrassment, disturbance, or annoyance to the Grantor or Burdened Property. No activity shall be conducted by the Grantee on any part of the Easement Area and no improvements shall be made or constructed on any part of the Easement Area by the Grantee which are or might be unsafe or hazardous to any person or the Burdened Property. No sound shall be emitted on any part of the Easement Area which is unreasonably loud or annoying. No odor shall be emitted on any part of the Easement Area which is noxious or offensive to others.
3. No unsightliness or waste shall be permitted on or in any part of the Easement Area. Grantee shall not keep or store anything in open view or in any part of the Easement Area, nor shall Grantee hang, erect, affix or place anything in open view upon any part of the Easement Area.

8. **Indemnification.** Grantee shall indemnify and hold the Grantor harmless from and against any and all liability or claim arising from Grantee's use of the Easement Area.

9. Miscellaneous.

1. The provisions of this Agreement shall be in addition and supplemental to all other applicable provisions of law.
2. Whenever used herein, unless the context shall otherwise provide, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.
3. Unless an owner shall notify the other owner of a different address, any notice required or permitted to be given under this Agreement to any owner or any other written communication to the other;
4. Party shall be mailed to such owner, postage prepaid, first class U.S. Mail, registered or certified, return receipt requested, to the address of the owner(s) in question as set forth below:

If to Grantor:

Town of Severance
3 S. Timber Ridge Pkwy.
P.O. Box 339
Severance, CO 80546

If to Grantee:

1018 Mahogany Way, LLC
1018 Mahogany Way, Severance, Colorado 80550

Any notice or other written communication given hereunder shall be effective three (3) days after deposit in the U.S. Mail as aforesaid.

- e. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision or any enforceable part of a provision of this Agreement.
- e. The captions and headings in this Agreement shall not operate as a waiver of any such provision or of any other provision in this Agreement.
- e. In the event of any litigation brought to enforce the terms of this Agreement or any warranty, assurance, waiver, or release given herein, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs from the non-prevailing party.
- e. Either party's failure to enforce any provision of this Agreement shall not operate as a waiver of any such provision or of any other provision in this Agreement.
- e. This Agreement shall be binding upon and shall inure to the benefit of the Grantor and Grantee and their respective heirs, personal representatives, successors, and assigns. The covenants of this Agreement shall run with the land and shall be binding upon and inure

to the benefit of each individual subsequent owner, his/her heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Easement Agreement this ____ day of _____, 2023.

GRANTOR:

Town of Severance

State of Colorado)
) ss.
County of Weld)

The foregoing Easement Agreement was acknowledged before me this _____ day of _____, 2023 by Town of Severance.

Witness my hand and official seal.

My commission expires: _____
Notary Public

GRANTEE:

1018 Mahogany Way, LLC

State of Colorado)
) ss.
County of _____)

The foregoing Easement Agreement was acknowledged before me this _____ day of _____, 2023 by 1018 Mahogany Way, LLC.

Witness my hand and official seal.

My commission expires: _____
Notary Public

EXHIBIT A

PARCEL DESCRIPTION

A parcel of land, 3.00 feet in width, being a part of Outlot 1, Timber Ridge PUD 1st Filing as recorded June 1, 2001 as Reception No. 2853434 of the Records of the Weld County Clerk and Recorder, located in the Northeast Quarter (NE1/4) of Section Two (2), Township Six North (T.6N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), Town of Severance, County of Weld, State of Colorado, and being more particularly described as follows:

COMMENCING at the Northwest corner of said Outlot 1 and assuming the North line of Outlot 1 as bearing North 89°23'23" East, as platted, a distance of 360.95 feet and with all other bearings contained herein relative thereto;

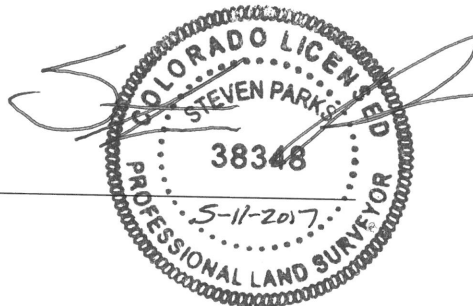
THENCE North 89°23'23" East along said North line a distance of 56.00 feet to the POINT OF BEGINNING;

THENCE North 89°23'23" East continuing along said North line a distance of 88.90 feet;
THENCE South 00°36'37" East a distance of 3.00 feet to a line parallel with and 3.00 feet South of, as measured at a right angle, the North line of Outlot A;
THENCE South 89°23'23" West along said parallel line a distance of 88.90 feet;
THENCE North 00°36'37" West a distance of 3.00 feet to the POINT OF BEGINNING.

Said described parcel of land contains 267 Square Feet or 0.006 Acres, more or less (±).

SURVEYOR'S STATEMENT

I, Steven Parks, a Colorado Licensed Professional Land Surveyor do hereby state that this Parcel Description was prepared under my personal supervision and checking, and that it is true and correct to the best of my knowledge and belief.



Steven Parks - on behalf of King Surveyors
Colorado Licensed Professional
Land Surveyor #38348

KING SURVEYORS
650 East Garden Drive
Windsor, Colorado 80550
(970) 686-5011

PAGE 2 OF 2

NORTHEAST
CORNER
OUTLOT 1

NOTE: This exhibit drawing is not intended to be a monumented land survey. It's sole purpose is as a graphic representation to aid in the visualization of the written property description which it accompanies. The written property description supersedes the exhibit drawing.

TRACT H,
BLOCK 2

10' U&DE

216.06'
5' U&DE

OUTLOT 1
TIMBER RIDGE
PUD, 1ST FILING

3'

LOT 2,
BLOCK 2
SCOTCH PINE
COMMERCIAL AT
TIMBER RIDGE PUD

PARCEL
267 SQ. FT.
0.006 ACRES

N89°23'23"E 360.95'
(BASIS OF BEARINGS)

N89°23'23"E 88.90'

S89°23'23"W 88.90'

20' IRRIGATION EASEMENT

POINT OF
BEGINNING

NORTHWEST
CORNER
OUTLOT 1
POINT OF
COMMENCEMENT

ACCESS, UTILITY
& DRAINAGE EASEMENT

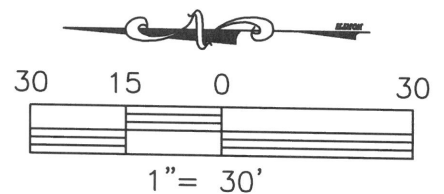
10' U&DE

MAHOGANY WAY

NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon. (13-80-105 C.R.S. 2012)

LINE TABLE

LINE	BEARING	LENGTH
L1	S00°36'37"E	3.00'
L2	N00°36'37"W	3.00'



Steven Parks — On Behalf Of King Surveyors
Colorado Licensed Professional
Land Surveyor #38348



KING SURVEYORS

650 E. Garden Drive | Windsor, Colorado 80550
phone: (970) 686-5011 | fax: (970) 686-5821
email: contact@KingSurveyors.com

PROJECT NO: 20170310
DATE: 5/11/2017
CLIENT: G5 BREWPUB
DWG: EXH
DRAWN: CDL CHECKED: SIP





AGENDA ITEM SUMMARY

AGENDA ITEM	SUBMITTED BY	PRESENTED BY
Pg 69 - Town of Severance Proposed Gun Range	Nicholas Wharton, Town Manager	Nicholas J. Wharton, MPA
ACTION REQUESTED		
Management asks that the Town Council discuss the proposed location for the Town of Severance Gun Range and take action. • Actions that may be taken: ○ Move not to build the proposed gun range at the Town-owned site disclosed in the 2023 Capital Improvements Plan ○ Take no action		<u>Discussion</u> <u>Action Requested</u>
BRIEF SUMMARY		
As requested by the Town Council, Town Management has provided a letter from NoCo Range Ops on whether the currently town-owned land located at the northwest corner of WCR 19 and WCR 84 is suitable for a gun range. As stated in the letter, it is recommended that, due to the recent growth in homes in this location, an alternate location for the Town of Severance Gun Range be found.		
PUBLIC SUPPORT/CONCERN		
Previous concerns have been presented to the Town Council.		
ANALYSIS AND RECOMMENDATION		
Management recommends that the Town Council take action and move not to build a gun range on the proposed site disclosed in the 2023 Capital Improvements Plan.		
MATERIALS SUBMITTED		
The following materials were submitted and included in this packet: 1. Letter to Mayor Fries 2. Proposed Gun Range CIP		



December 1, 2022

NOCO Range Ops, LLP
4516 Longmead Drive
Windsor CO 80550

The Honorable Mayor Matthew Fries
3 S. Timber Ridge Pkwy
Severance CO 80550

Dear Mayor Fries:

We are writing to express our concern with the proposed location for an outdoor shooting range near the corner of County Roads 19 and 84. In our opinion, the rapid urban growth surrounding the proposed site makes it inappropriate for an outdoor shooting range. Live-fire range design should promote safe, efficient operations; include provisions for ease of maintenance; and be affordable to construct and maintain. The guidelines and best practices contained in the NRA Range Source Book and the Department of Energy's Range Design Criteria lead us to believe that it would be cost prohibitive to construct and maintain an outdoor shooting range at the proposed site.

We are committed to helping the Town of Severance find a suitable location for an outdoor shooting range. Please let us know if we can be of further assistance.

Sincerely,

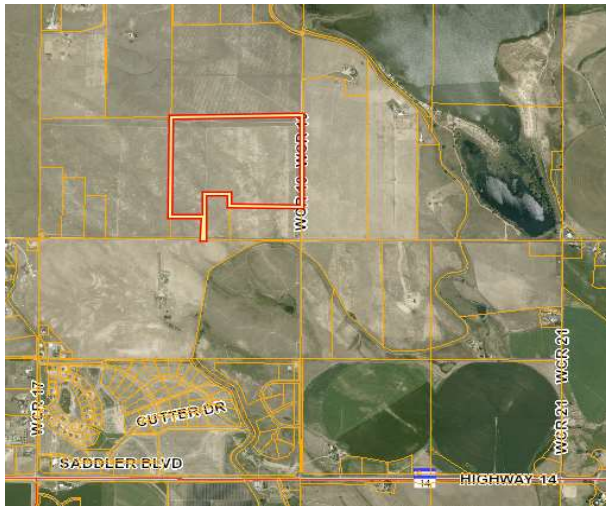
//Signed//

Bryon Fessler, Brian Holder & Gary Caldwell
NOCO Range Ops, LLP

GUN RANGE

Community Development	
Proposed Gun Range	
General Fund	
PROG-CD1	
Priority to be determined by Board	
Ongoing maintenance costs	

Public gun range site located north of Saddler Ridge.

EVALUATION CRITERIA	SATISFY	VICINITY MAP							
Identified in Planning Document or Study	Y								
Improves quality of existing services	N								
Provides added capacity to existing services	N								
Addresses Public Health or Safety Need	N								
Reduces Long-Term Operating Costs	N								
Alleviates substandards conditions or deficiencies	N								
Provides Incentive to Economic Development	Y								
Responds to Federal or State Requirement	N								
Eligible for Matching Funds with Limited Availability	Y								
Project Costs/Year	2023	2024	2025	2026	2027	2028	2029	Total	
Legal	10,000			-				10,000	
Engineering	75,000			-				75,000	
Construction	-			1,000,000				1,000,000	
Contingency	-			150,000				150,000	
Total	85,000	-	-	1,150,000	-	-	-	1,235,000	
Funding Sources									
General Fund	85,000			650,000				735,000	
Grant Funding				500,000				500,000	
Total	85,000	-	-	1,150,000	-	-	-	1,235,000	



AGENDA ITEM SUMMARY

AGENDA ITEM	SUBMITTED BY	PRESENTED BY
Pg 72 - Colorado State Highway 392 & Weld County Road 23 Intersection Improvement Project Equipment Procurement	Abdul Barzak, Town Planner	Abdul Barzak, Town Planner
ACTION REQUESTED		
Town Staff is asking the Severance Town Council to review, discuss, and take action on the equipment procurement for the Colorado State Highway 392 & Weld County Road 23 Intersection Improvements Project. Actions that may be taken: 1. Move to approve the equipment procurement for the Colorado State Highway 392 & Weld County Road 23 Intersection Improvements Project as presented. 2. Take no Action		<u>Report</u> <u>Discussion</u> <u>Action Requested</u>
BRIEF SUMMARY		
The Town Council has previously approved the Colorado State Highway 392 & Weld County Road 23 Intersection Improvements project as a Capital Improvements Project. The Town and its contractor are finalizing the design and working with CDOT to get final approvals on design to allow the Town to transition to construction. The owner furnished materials (signal poles, cabinets, controllers) have long lead times, due to this CDOT has recommended that the Town order these items now, to allow for the items to be shipped and better coincide with construction. Tonight, Town staff is asking for the Council to approve the purchase of these items.		
PUBLIC SUPPORT/CONCERN		
Residents have asked the Town to install a traffic light at this intersection to improve safety.		
ANALYSIS AND RECOMMENDATION		
Town Staff is asking the Severance Town Council to review, discuss, and approve the equipment procurement for the Colorado State Highway 392 & Weld County Road 23 Intersection Improvements Project.		
MATERIALS SUBMITTED		
The following materials were submitted and included in this packet: 1. Owner Furnished Material Quote Summary		

SH 392 - WCR 23 INTERSECTION IMPROVEMENTS OWNER FURNISHED MATERIAL QUOTE SUMMARY

PN 0042.0511.00

December 15, 2022

	Company/Supplier	Total Cost	Notes
SIGNAL POLES			
	J&S Contractors Supply Co. (Denver)	\$ 119,860.00	12 weeks after shops
	Illumination Systems (Denver)	\$ 120,320.00	24 weeks
	The MH Companies (Denver)	\$ 170,230.00	
CABINET			
	Traffic Signal Controls, Inc. (Longmont)	\$ 23,345.00	Required by CDOT - FIPI
CONTROLLER			
	Sierra Transportation Technologies	\$ 4,525.00	Required by CDOT - FIPI
TOTAL		\$ 147,730.00	

Notes:

1. Signal poles - 2 each - 60' mast arm w/ 15' light pole, 2 each - 65' mast arm w/ 15' light pole.



10/12/2022

Town Of Severance
P.O. Box 339
Severance, CO 80546

Attn: Sharlene
RE: Traffic Signal Pole Price

-TRAFFIC SIGNAL LIGHT POLE STEEL-

2 each (1-60' Mast) Traffic Signal \$29,830.00 each = \$59,660.00
Light Pole @

2 each (1-65' Mast) Traffic Signal \$30,100.00 each = \$60,200.00
Light Pole @

CDOT S-614-40-Galvanize Finish

Include: Anchor Bolts, Templates, 15'-0 Luminaire & Hardware

Thank You

A handwritten signature in black ink, appearing to read 'Ken Fedel', is written over a horizontal line.

Ken Fedel
J&S Contractors Supply
(303)388-4683
ken@jscontractorssupply.com

4040 GRAPE ST. · DENVER, COLORADO 80216
PHONE (303) 388-4683 · FAX (303) 388-2076
TOLL FREE 1-(800)-332-0164





Quote

Traffic Signal Controls, Inc.
255 Weaver Park Road
Suite #100
Longmont, CO 80501

Order #	Date
SY 32935	12/15/2022

Bill To:	Ship To:
Town of Severance P.O. Box 339 Severance, CO 80546	Town of Severance 145 3rd Avenue Severance, CO 80546
Contact: Town of Severance	

Sales Rep	Payment Terms	FOB Point	Carrier	Date Scheduled	PO#
VC	Net 30	Origin	Delivery	10/24/2022	

Number / Description	Unit Price	Qty Ordered	Total Price
CAB-BASE 333SD/332D - Base, Polymer Concrete, Flat Pad, 333SD, 332D Hubbell	\$0.00	1 ea	\$ 0.00
CAB-BASE AL 332D SW - Riser Base 8", Aluminum, Silver Wheel for 332D	\$0.00	1 ea	\$ 0.00
C18-CAB-9 332D R4 2018 KCLiP SP1250 - Cabinet Assembly, 332D R4, SP1250, 2018 KCLiP Monitor, Plug Ins, No Controller Standard Output and Auxillary File	\$23,345.00	1 ea	\$ 23,345.00
UPS-SNMP SP09A2 - Pro Mini SNMP USHA Card with Cables, Manual & Software	\$0.00	1 ea	\$ 0.00

Subtotal:	\$23,345.00
Sales Tax:	\$0.00
Total:	\$23,345.00

Approval:_____ Date:_____

PO Box 778410
Henderson, NV. 89077-8401

P: (702) 529-4680
www.sierratt.com

DATE	EST #
12/12/2022	CO8218

NOTES

ABDUL BARZAK

FREIGHT		PAYMENT TERMS	PROJECT NAME	
INCLUDED		NET 30 OAC	CO8218 - SH 392 & WCR 23	
QTY	DESCRIPTION		EACH	TOTAL
1	P# YCT-2070LX 2070L CHASSIS, 1C, 2E+, 3B, 4A		3,550.00	3,550.00
1	P# MAXTIME (Q-FREE HARDWARE) MAXTIME SIGNAL CONTROL APPLICATION (INTELIGHT ATC HARDWARE)		975.00	975.00
ESTIMATE VALID FOR 30 DAYS - DUE TO SUPPLY CHAIN & ECONOMIC INFLUENCES, PRICING IS SUBJECT TO CHANGE IF RELEASED AFTER 30 DAYS FROM ESTIMATE ISSUE DATE.				
UNLESS OTHERWISE NOTED, ESTIMATE DOES NOT INCLUDE TECHNICAL SUPPORT, TRAINING, ASSEMBLY, INSTALLATION, INTEGRATION, DOCUMENTATION, TESTING, CABLING, POLES, OR STATIC SIGNAGE.				

PAST DUE INVOICES INCUR 18% INTEREST PER ANNUM.
CREDIT CARD PAYMENTS INCUR A 4% PROCESSING FEE.

SUBTOTAL \$4,525.00

SALES TAX (8.81%) \$0.00

TOTAL **\$4,525.00**



AGENDA ITEM SUMMARY

AGENDA ITEM	SUBMITTED BY	PRESENTED BY
Pg 77 - Mayor Pro-Tem Appointment	Nicholas Wharton, Town Manager	Nicholas J. Wharton, MPA, ICMA-CM
ACTION REQUESTED		
Management asks that the Town Council discuss the Mayor Pro Tem appointment and take action. • Actions that may be taken: ○ Move to appoint a Mayor Pro Tem for a one-year term		<u>Action Requested Discussion</u>
BRIEF SUMMARY		
Per Article III Section 3.08 of the Town of Severance Home Rule Charter: 3.08 Mayor Pro Tern and Acting Mayor. (1) A Mayor Pro Tern shall be elected by the Council from its own membership each January. The Mayor Pro Tern shall act as Mayor during the absence of the Mayor.		
PUBLIC SUPPORT/CONCERN		
None at this time.		
ANALYSIS AND RECOMMENDATION		
Management recommends that the Town Council take action and move to appoint a Mayor Pro Tem for a one-year term.		
MATERIALS SUBMITTED		
The following materials were submitted and included in this packet: None		



AGENDA ITEM SUMMARY

AGENDA ITEM	SUBMITTED BY	PRESENTED BY
Pg 78 - Town Council Liaison Appointments	Nicholas Wharton, Town Manager	Nicholas J. Wharton, MPA
ACTION REQUESTED		
Management asks that the Town Council discuss the appointment of liaisons to the boards and commission below and take action. • Actions that may be taken: ○ Move to appoint a liaison to all or some of the listed boards/commissions for a one-year term ○ Keep all appointments as is		<u>Discussion</u> <u>Action Requested</u>
BRIEF SUMMARY		
Annually, the Town Council should review and appoint liaisons to the following Boards and Commissions for a one-year term: • Chamber of Commerce • Clearview Library District • Great Western Trail Authority • North Front Range MPO • North Weld County Water District • Weld RE-4 School District • Windsor-Severance Fire District		
PUBLIC SUPPORT/CONCERN		
None at this time.		
ANALYSIS AND RECOMMENDATION		
Management recommends that the Town Council take action and move to appoint liaisons to all or some of the above commissions and boards.		
MATERIALS SUBMITTED		
The following materials were submitted and included in this packet: None		



AGENDA ITEM SUMMARY

AGENDA ITEM	SUBMITTED BY	PRESENTED BY
Pg 79 - Initial Review and Determination - Ethics Complaints - In re: Councilor Baszler	Mary Lynn Macsalka, Town Attorney	Town Attorney
ACTION REQUESTED		
Per Section 10 of the Severance Code of Conduct and Ethics, the Town Council must undertake an initial review and determine how to proceed with three ethics complaints the Town received concerning Councilor Baszler. • Actions that may be taken: ○ Return complaints to complainants without action ○ Determine investigation is warranted ○ Dismiss complaints ○ Request an advisory opinion		<u>Action Requested</u> <u>Attorney Approved</u> <u>Discussion</u>
BRIEF SUMMARY		
In October 2022, the Town received three ethics complaints alleging comments made by Councilor Baszler at the September 27, 2022, Town Council meeting violated the Town's Code of Conduct and Ethics ("Ethics Code"). Per the Ethics Code, the Town Council must undertake an initial review of the complaints to determine: 1. Whether each complaint satisfies the requirements for filing an ethics complaint in Section 10.B. of the Ethics Code and, if not, direct the Town Clerk to return the complaints to the complainants without action; 2. Based on the allegations in the complaints, whether there is a reasonable basis to believe a violation of the Ethics Code has occurred or an investigation is warranted per Section 10.D. of the Ethics Code; or 3. Whether the complaints fail to allege facts sufficient to constitute a violation of the Ethics Code or that the Ethics Code does not apply to the alleged conduct, in which case the complaints must be dismissed per Section 10.C. of the Ethics Code. Regarding number 1 above, all three complaints lack the required "sworn or verified statement signed by the complainant and stating under penalty of perjury ... that the complaint is filed in good faith and not out of malice or any other improper motive or purpose." (Ethics Code §10.B.) Per the Ethics Code, "Any complaint that does not contain such a signed statement shall be returned forthwith to the complainant without action." (Ethics Code §10.B.) Because of these omissions, the Town Council could direct the Town Clerk to return the complaints to the complainants without further action. Regarding number 2, if the Town Council determines there is reasonable cause to believe a violation of		

the Ethics Code has been committed or that an investigation of a possible violation is warranted, despite the omissions in the complaints, the Town Attorney will advise the Council of the steps it must take to invoke its investigatory powers in accordance with Section 10.D. of the Ethics Code, including preparation of a written motion by the Town Attorney for consideration at your next meeting and appointment of a special investigator.

Regarding number 3, the Town Council may determine the complaints fail to allege facts sufficient to constitute a violation of the Ethics Code or that the Ethics Code does not apply to the alleged conduct, regardless of the omissions referenced above. In that case, the Council should move to dismiss the complaints.

Finally, if the Town Council decides it needs further assistance to determine whether the Ethics Code applies to the conduct alleged in the complaints or whether an investigation is warranted, Council could request an advisory opinion from special legal counsel, who would need to be appointed by Council at a future meeting. (Ethics Code §9.A.)

PUBLIC SUPPORT/CONCERN

None at this time.

ANALYSIS AND RECOMMENDATION

The Town Council must review the ethics complaints and determine how to proceed, as described above and in accordance with Section 10 of the Town's Code of Conduct and Ethics. The Town Attorney will be available to answer Council's questions regarding the Code of Conduct and Ethics and the procedure for reviewing and dispensing with ethics complaints.

A copy of the Town's Code of Conduct and Ethics is included in the packet for Council's reference concerning this item.

MATERIALS SUBMITTED

The following materials were submitted and included in this packet:

1. Code of Conduct and Ethics - Amended - Severance (2022.03.22)

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 March 22, 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.