



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

AGENDA
TOWN COUNCIL REGULAR MEETING
Tuesday, January 24, 2023, at 6:00 PM

A. CALL TO ORDER REGULAR MEETING

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

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

- a. Pg 4 - 01.10.23 Minutes
- b. **Pg 9 - Resolution 2023-07R: 2022 Audit Engagement Letter**
 - Legislative
 - Staff Presentation: Nancy Mueller, Finance Director
- c. Pg 19 - November and December Payables
- d. Pg 29 - November Financials

5. Approval of Agenda

6. Public Comment

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

7. Council Member Comments

8. Pg 68 - Reports

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

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

B. TOWN COUNCIL

1. **Pg 88 - Planning Commission Member Appointment**
 - Legislative
 - Staff Presentation: Nicholas Wharton, Town Manager
2. **Pg 104 - Non-Residential Commercial and Office Design Criteria: Land Use Code (Discussion)**
 - Discussion
 - Staff Presentation: Abdul Barzak, Town Planner
3. **Pg 115 - Resolution 2023-05R: A Resolution of the Town Council of the Town of Severance, Colorado, Amending Resolution 2018-17R**
 - Legislative
 - Staff Presentation: Nicholas Wharton, Town Manager
4. **Pg 117 - Ordinance 2023-01: Ordinance of the Town Council of the Town of Severance, Colorado, Amending Article 5 of Chapter 18 of the Severance Municipal Code pertaining to the 2012 Edition of the International Fire Code**
 - Legislative
 - Staff Presentation: Nicholas Wharton, Town Manager
5. **Pg 121 - Resolution 2023-06R: Gift Agreement Ratification**
 - Legislative
 - Staff Presentation: Abdul Barzak, Town Planner
6. **Pg 133 - Resolution 2023-08R: Impact Fee Study Contract**
 - Legislative
 - Staff Presentation: Lindsay Radcliff, Deputy Town Manager
7. **Pg 167 - Resolution 2023-09R: Town Manager's Employment Contract**
 - Legislative
 - Staff Presentation: Nicholas Wharton, Town Manager

C. COUNCIL MEMBER PETITIONS

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

D. ADJOURN

Town Council MEETING

Tuesday, January 24, 2023, 6:00 PM (MDT)

Registration URL

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

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



TOWN COUNCIL WORK SESSION & REGULAR MEETING

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

MINUTES WORK SESSION & REGULAR MEETING Tuesday, January 10, 2023, at 6:00 PM

Present:

Mayor:

Matthew Fries

Mayor Pro-tem:

Stephen Gagliardi

Council Members:

Frank Baszler

Dennis 'Zeke' Kane

Michelle Duda

David Bruen

Absent:

Audience: Valorie Hessler & Melody Person

Staff:

Nicholas Wharton, Town Manager

Lindsay Radcliff-Coombes, Deputy Town Manager

Abdul Barzak, Town Planner

Nancy Mueller CPA, Finance Director

Leah Vanarsdall, Town Clerk

John Zacklene, Public Works Director

Mary Lynn Macsalka, Town Attorney

Jim Gerdeman, Police Chief

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.

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

MOTION PASSED

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

MOTION WAS MADE BY Mayor Pro-Tem Gagliardi, seconded by Council Member Kane to Approve the Agenda. 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. 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

MOTION WAS MADE BY Mayor Pro-Tem Gagliardi, seconded by Council Member Duda to Approve the proposed General Government Pay Schedule . All Council Members present voting Yes,

MOTION PASSED

MOTION WAS MADE BY Mayor Pro-Tem Gagliardi, seconded by Council Member Baszler to Approve the proposed Sworn Police Step Plan. All Council Members present voting Yes,

MOTION PASSED

MOTION WAS MADE BY Council Member Baszler, seconded by Council Member Meyers to include Mr. Wharton as part of this Salary Review and to add the \$12,000.00 to his contract. All Council Members present voting Yes,

MOTION PASSED

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

- Legislative
- Staff Presentation: Abdul Barzak, Town Planner

MOTION WAS MADE BY Council Member Kane, seconded by Council Member Duda to Approve the Agreement for Grant of Easement (1018 Mahogany Way, LLC) as proposed for the next five years and allow staff to negotiate a permanent easement agreement.

YEAS: Fries, Gagliardi, Duda, Kane, Meyers, Bruen
NAYS: Baszler

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MOTION PASSED

3. Pg 69 - Town of Severance Proposed Gun Range

- Legislative
- Staff Presentation: Nicholas Wharton, Town Manager

Public Comment: Janet Oliver-8505 CR 84 & Christina Person-8637 CR 84

MOTION WAS MADE BY Council Member Duda, seconded by Council Member Kane to not build the proposed gun range at the Town-owned site disclosed in the 2023 Capital Improvements Plan. All Council Members present voting Yes,

MOTION PASSED

4. Pg 72 - Colorado State Highway 392 & Weld County Road 23 Intersection Improvement Project Equipment Procurement

- Legislative
- Staff Presentation: Abdul Barzak, Town Planner

MOTION WAS MADE BY Council Member Duda, seconded by Council Member Baszler to Approve Colorado State Highway 392 & Weld County Road 23 Intersection Improvement Project Equipment Procurement. All Council Members present voting Yes,

MOTION PASSED

5. Pg 77 - Mayor Pro-Tem Appointment

- Legislative
- Staff Presentation: Nicholas Wharton, Town Manager

Council Member Duda nominates Council Member Kane for Mayor Pro-Tem - Council Member Kane accepts the nomination

Mayor Pro-Tem Gagliardi nominates Council Member Bruen for Mayor Pro-Tem - Council Member Bruen declines the nomination

All Council Members present vote Yes, Council Member Kane will now become the Mayor Pro-Tem for one year.

6. Pg 78 - Town Council Liaison Appointments

- Legislative
- Staff Presentation: Nicholas Wharton, Town Manager

MOTION WAS MADE BY Council Member Duda, seconded by Council Member Bruen to Approve the continuance of the current appointment of the liaisons as listed for the Boards and Commissions for an additional one year term.

YEAS: Fries, Gagliardi, Duda, Baszler, Meyers, Bruen
ABSENT: Kane

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MOTION PASSED

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

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

Council Member Baszler recused himself at 8:09 pm - returned at 8:36 pm

MOTION WAS MADE BY Council Member Meyers, seconded by Council Member Bruen, Council makes the FINDINGS that the Ethics Complaints - In re: Councilor Baszler aren't actionable in accordance with Section 10.C of the Ethics Code. All Council Members present voting Yes,

MOTION PASSED

D. COUNCIL MEMBER PETITIONS

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

MOTION WAS MADE BY Council Member Duda, seconded by Council Member Bruen for the Mayor and the Mayor Pro-Tem to review the Town Manager's current contract, reestablish that and send it to the Council within thirty (30) days.

YEAS: Fries, Gagliardi, Duda, Kane, Meyers, Bruen

ABSENT: Baszler

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MOTION PASSED

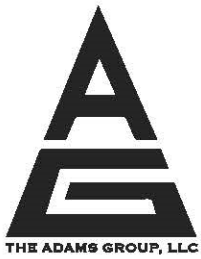
E. ADJOURN

8:55 pm



AGENDA ITEM SUMMARY

AGENDA ITEM	SUBMITTED BY	PRESENTED BY
Pg 9 - Resolution 2023-07R: 2022 Audit Engagement Letter	Nancy Mueller, Finance Director	Nancy E. Mueller, CPA
ACTION REQUESTED		
Management asks that the Town Council approve Resolution 2023-07R by approval of the consent calendar.		<u>Attorney Approved</u> <u>Action Requested</u> <u>Resolution</u>
BRIEF SUMMARY		
This Engagement Letter is to confirm that The Adams Group, LLC will provide the Town of Severance, Colorado audit services for the year ended December 31, 2022. They will audit the financial statements of the governmental activities, the business-type activities, and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of the Town as of and for the year ended December 31, 2022.		
PUBLIC SUPPORT/CONCERN		
None at this time.		
ANALYSIS AND RECOMMENDATION		
Management recommends that the Town Council approve the Engagement Letter for 2022 Audit Services with The Adams Group, LLC and Resolution 2023-07R.		
MATERIALS SUBMITTED		
The following materials were submitted and included in this packet: 1. 2022 Audit Engagement Letter - Severance 2. 2022 Preliminary Governance Communication 3. 2023-07R 2022 Audit Engagement		



CERTIFIED
PUBLIC
ACCOUNTANTS

January 3, 2023

Town Council and Management
Town of Severance
3 South Timber Ridge Parkway
P.O. Box 339
Severance, CO 80546

We are pleased to confirm our understanding of the services we are to provide the Town of Severance, Colorado (the Town) for the year ended December 31, 2022.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of the Town as of and for the year ended December 31, 2022. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Town's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Town's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's discussion and analysis
- 2) Budgetary comparison schedules
- 3) GASB required pension schedules

We have also been engaged to report on supplementary information other than RSI that accompanies the Town's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

- 1) Combining and individual nonmajor fund financial statements
- 2) Budgetary comparison schedules

3) Local highway finance report

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but

remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of the financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Town's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion.

Other Services

We will also prepare the financial statements and perform the GASB Statement No. 68 pension calculations for the Town in conformity with accounting principles generally accepted in the United States of America based on information provided by you.

We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America with the oversight of those charged with governance.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of The Adams Group, LLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to an oversight agency or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of The Adams Group, LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to an oversight agency or its designee. The oversight agency or its designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

Eric Miller, CPA is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. We expect to begin our audit in March 2023.

Our fee for services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$22,250. Fee outlined does not include a single audit. While not expected, if a single audit is required, we will communicate via a separate engagement letter specific to the single audit. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Reporting

We will issue a written report upon completion of our audit of the Town's financial statements. Our report will be addressed to the Council of the Town. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

We appreciate the opportunity to be of service to the Town and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy, and return it to us.

Very truly yours,



The Adams Group, LLC
Certified Public Accountants

RESPONSE:

This letter correctly sets forth the understanding of the Town of Severance.

Management signature: _____

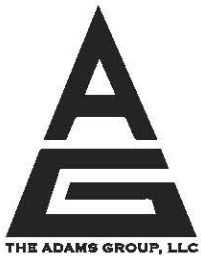
Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____



CERTIFIED
PUBLIC
ACCOUNTANTS

January 3, 2023

Town Council
Town of Severance
3 South Timber Ridge Parkway
P.O. Box 339
Severance, CO 80546

We are engaged to audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Town of Severance, Colorado (the Town) for the year ended December 31, 2022. Professional standards require that we provide you with the following information related to our audit.

Our Responsibility under U.S. Generally Accepted Auditing Standards

As stated in our engagement letter dated January 3, 2023, our responsibility, as described by professional standards, is to express opinions about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements does not relieve you or management of your responsibilities.

Generally accepted accounting principles provide for certain required supplementary information (RSI) to supplement the basic financial statements. Our responsibility with respect to the required supplementary information, which supplement(s) the basic financial statements, is to apply certain limited procedures in accordance with generally accepted auditing standards. However, the RSI will not be audited and, because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance, we will not express an opinion or provide any assurance on the RSI.

We have been engaged to report on the supplementary information which accompanies the financial statements but are not RSI. Our responsibility for this supplementary information, as described by professional standards, is to evaluate the presentation of the supplementary information in relation to the financial statements as a whole and to report on whether the supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Planned Scope, Timing of the Audit, Significant Risks, and Other

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested.

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures.

Material misstatements may result from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. We will generally communicate our significant findings at the conclusion of the audit. However, some matters could be communicated sooner, particularly if significant difficulties are encountered during the audit where assistance is needed to overcome the difficulties or if the difficulties may lead to a modified opinion. We will also communicate any internal control related matters that are required to be communicated under professional standards.

We have identified the following significant risks of material misstatement as part of our auditing planning:

1. Management override of controls
2. Implementation of GASB Statement No. 87 and the potential material impact on the Town's financial statements

We expect to begin our audit in March 2023 and issue our report in April 2023. Eric Miller is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

This information is intended solely for the use of the Town Council and management of the Town and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

A handwritten signature in black ink that reads "The Adams Group, LLC". The signature is written in a cursive, flowing style.

The Adams Group, LLC
Certified Public Accountants

RESOLUTION NO. 2023-07R

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SEVERANCE,
COLORADO, APPROVING THE PROFESSIONAL SERVICES AGREEMENT FOR
2022 AUDIT SERVICES WITH THE ADAMS GROUP, LLC.**

WHEREAS, in 2021 the Town of Severance issued a Request for Proposal (RFP) for audit services; and

WHEREAS, the proposals were scored, and the top two firms were interviewed; and

WHEREAS, the Audit Committee selected The Adams Group, LLC; and

WHEREAS, The Adams Group, LLC successfully completed the 2021 Audit; and

WHEREAS, staff recommends The Adams Group, LLC for the 2022 Audit, and

WHEREAS, it is required by Colorado Revised Statutes Title 29. Government Local § 29-1-603. Audits Required to conduct an annual audit.

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

The Professional Services Agreement for 2022 Audit Services with The Adams Group, LLC 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 Professional Services Agreement for 2022 Audit Services with The Adams Group, LLC on behalf of the Town of Severance.

RESOLVED AND APPROVED this 24th day of January 2023.

TOWN OF SEVERANCE, COLORADO

Matthew Fries, Mayor

ATTEST:

Leah Vanarsdall, Town Clerk

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

Vendor Name	Invoice Number	Description	Amount Paid
AAA Auto Parts, Inc.	321731	Supplies	\$ 116.94
AAA Auto Parts, Inc.	318872	Wiper blades	\$ 71.88
AAA Auto Parts, Inc.	319116	Return wiper blade	\$ (9.90)
Ablao Law, LLC	1150	Municipal Judge - NOV 2022	\$ 600.00
AFLAC	339973	Employee Deductions	\$ 875.10
Agfinity, Inc	H72169	Fertilizer for Parks	\$ 1,716.00
Alicia Kay Parent	NOV2022 DEPOSIT	Christmas Grinch	\$ 50.00
Aloha Apparel, LLC	1101	PW uniforms	\$ 83.45
Amazon Capital Services	19W4-6VR9-HRLG	Frames for Council	\$ 82.47
Amazon Capital Services	19W4-6VR9-HRLG	Calendars	\$ 126.38
Amazon Capital Services	16Y6-FQ11-QLCX	Duracell batteries, Fob key for vehicle	\$ 223.00
Amazon Capital Services	16Y6-FQ11-QLCX	Handheld terminal PDA for Wndows 10 mobile computer	\$ 439.00
Amazon Capital Services	19W4-6VR9-HRLG	Notebooks, gel pens, calendar	\$ 170.87
Amazon Capital Services	19W4-6VR9-HRLG	Tally counter, scissors, thumb drives, kitchen trash bags, calendars, paper towels, TP, decorating clips, keurig cups, coffee	\$ 333.41
Arapahoe Rental	751315 CON#	Irrigation blow outs	\$ 683.61
Arapahoe Rental	755983 CON#	Propane for water break heater	\$ 46.55
Ascent Broadband, LLC	36441	PD Internet Service	\$ 330.00
Ayres Associates Inc.	203281	Planning Services - Cust# 233	\$ 15,247.80
Ayres Associates Inc.	203254	Planning services - DOLA - IHOP project	\$ 4,957.42
Banner Occupational Health Clinics	785925	OCT 22 SVCS - DOT Test	\$ 95.00
Baseline Associates, Inc.	5336	Pre-Employment - report# 22-0854/22-0886	\$ 210.00
Bruen Media Group LLC	13664	Post Card - Severance Town Christmas	\$ 1,935.00
Bunting Disposal, Inc.	142290-DEC2022	Trash Service-Acct	\$ 85.00
Caselle, Inc.	120648	Caselle Software Support	\$ 2,018.00
CEBT	INV 0051683	Group AAJ2 Health & Life Insurance	\$ 46,296.93
Colorado Association of Chiefs of Police	3896	Membership Renewal - Active - 1-9 sworn officers	\$ 250.00
Colorado Civil Group Inc.	0042.0012.03-01	Engineering services - Cust# 284	\$ 4,243.00
Colorado Civil Group Inc.	0042.0021.00-09	Engineering services - Cust# 274	\$ 26.00
Colorado Civil Group Inc.	0042.0507.00-36	Sanitary Sewer System Master Plan	\$ 412.00
Colorado Civil Group Inc.	0042.0511.00-10	Traffic Signal 392/23	\$ 2,652.50
Colorado Civil Group Inc.	0042.0000.21-15	Design Criteria-Const Standard	\$ 35.00
Colorado Civil Group Inc.	0042.0009.03-35	Engineering services - Cust# 193	\$ 528.00
Colorado Civil Group Inc.	0042.0000.00-69	General Services	\$ 2,194.00
Colorado Civil Group Inc.	0042.0022.00-04	Engineering services - Cust# 275	\$ 2,434.00
Colorado Civil Group Inc.	0042.0506.02-16	Engineering services - Elevated Water Tank	\$ 3,564.00
Colorado Civil Group Inc.	0042.0011.02-30	Engineering services - Cust# 194	\$ 258.00
Colorado Civil Group Inc.	0042.0500.03-19	Severance Community Park	\$ 362.50
Colorado Civil Group Inc.	0042.0000.09-07	General Engineering - Water Fund	\$ 4,299.00
Colorado Civil Group Inc.	0042.0014.02-13	Engineering services - Cust# 233	\$ 2,418.00
Colorado Civil Group Inc.	0042.0510.00-11	Traffic Signal 74/19	\$ 1,270.00
Colorado Civil Group Inc.	0042.0000.11-14	Pending projects	\$ 105.00
Colorado Civil Group Inc.	0042.0001.08-24	Engineering services - Cust# 276	\$ 945.00
Colorado Civil Group Inc.	0042.0500.04-02	Engineering services - Great Western Trails	\$ 6,902.50
Crystal Landscape Supplies, Inc.	166867	Squeegee for water breaks	\$ 642.68
Dana Kepner Company, Inc.	6230276-00	Plug for water break CR21 north	\$ 30.00
Dana Kepner Company, Inc.	6228680-01	Stock replenishment	\$ 3,039.00
DBC Irrigation Supply	S4835878.001	Irrigation supplies	\$ 143.59

Dept Public Health Environment	E220482	Monthly testing	\$ 463.00
Dept Public Health Environment	E220439	Monthly testing	\$ 316.50
Direct Discharge Consulting, LLC	1969	ORC Services	\$ 1,500.00
Dyekman Trophies, Inc.	651994	Name plate - CD director	\$ 28.00
ECI Site Construction Manageme, Inc.	21-05-15A	Partial retainage release	\$ 21,915.30
Employers Council	436611	2022 Public Employers Compensation Survey	\$ 450.00
EnviroTech Services, Inc.	CD202301232D	Ice Slicer	\$ 3,002.73
EnviroTech Services, Inc.	CD20230232D	Ice Slicer	\$ 435.60
Fort Collins Winlectric	571548 02	Community Park light repair due to vandalism	\$ 1,100.00
Freedom Mailing Services Inc	43956	Postcard Bill Processing	\$ 1,120.96
Front Range Compliance Services, LLC	6281	Consulting services - vehicle maintenance tracking	\$ 585.00
Frontier Business Products	820925	PW Color Copies	\$ 418.68
Frontier Business Products	823882	Freight for toner	\$ 9.00
Graves Consulting LLC	110222	2022 Comp Study	\$ 4,200.00
Graves Consulting LLC	100322	2022 Comp Study	\$ 4,200.00
Greeley Electric Repair, Inc.	275399	Labor and parts for repair	\$ 789.25
Greeley Lock and Key	19270	Replacement key fob for truck	\$ 125.00
Hayashi & Macsalka, LLC	328	Legal Fees - Cust# 233	\$ 365.50
Hayashi & Macsalka, LLC	330	Legal Fees - Cust# 265	\$ 559.00
Hayashi & Macsalka, LLC	332	Legal Fees - General Services	\$ 9,730.50
Hayashi & Macsalka, LLC	336	Legal Fees - Water Tank	\$ 331.50
Hayashi & Macsalka, LLC	336	Legal Fees - Traffic Signals	\$ 97.50
Hayashi & Macsalka, LLC	329	Legal Fees - Cust# 193	\$ 344.00
Hayashi & Macsalka, LLC	332	Traffic Signals	\$ 58.50
Hayashi & Macsalka, LLC	333	Legal Fees - Cust# 276	\$ 86.00
Hayashi & Macsalka, LLC	334	Legal Fees - Cust# 284	\$ 273.00
Hayashi & Macsalka, LLC	335	Legal Fees - Cust# 270	\$ 344.00
Hayashi & Macsalka, LLC	332	Corridor Plan	\$ 214.50
Hayashi & Macsalka, LLC	336	Legal Fees - Windsor Plant Investment Program	\$ 58.50
Hayashi & Macsalka, LLC	331	Legal expenses for travel to and from meetings	\$ 315.00
Hayashi & Macsalka, LLC	336	Legal Fees - NISP Program	\$ 585.00
Hellman Supply Solutions	37131	Wastewater confined space monitor	\$ 973.73
Integrity Tire	0102-102316	2009 F150 Pickup - tires, oil change, shock absorbers, wheel alignment	\$ 2,262.36
Integrity Tire	0102-102418	2013 PD Interceptor - front brakes, rotors, serpentine belt, tires	\$ 2,590.93
Integrity Tire	0102-102411	2014 PD Interceptor Utility - wheel alignment/shock absorbers, wiper blades	\$ 1,411.27
Integrity Tire	0102-101903	2004 Silverado 2500 - blower motor	\$ 345.77
Integrity Tire	0102-101821	2009 Explorer oil change, front/rear shocks/struts	\$ 1,958.64
Integrity Tire	0102-102728	2003 Silverado - Remove & replace battery	\$ 347.88
Integrity Tire	0102-102740	2011 Tahoe - tires	\$ 439.30
Integrity Tire	0102-102598	2014 PD Interceptor Utility - wheel alignment & front brakes	\$ 2,176.60
Integrity Tire	0102-102727	2011 Tahoe - brakes, wheel alignment & power steering	\$ 1,813.93
Integrity Tire	0102-102586	2008 Ford F250 Super Duty-oil change, brakes and wheel alignment	\$ 1,289.72
Integrity Tire	0102-102741	2015 Ford PD Interceptor Utility - remove and replace struts, serpentine belt	\$ 1,637.29
JR Engineering, LLC	80917	Engineering services - Cust# 265	\$ 135.00
JR Engineering, LLC	80919	Engineering services - Cust# 275	\$ 915.00
JR Engineering, LLC	80921	Engineering services - Traffic Signal 392/23	\$ 1,615.00
JR Engineering, LLC	80918	Engineering services - Cust# 233	\$ 170.00
JR Engineering, LLC	80920	Engineering services - Cust# 270	\$ 425.00
JR Engineering, LLC	80922	Engineering services - Cust# 284	\$ 1,190.00
K & K Laser Creations, LLC	33704	Name plate	\$ 26.95
La Salle Oil Co.	173467	Fuel	\$ 2,148.73
La Salle Oil Co.	172859	Fuel	\$ 1,994.43
Lands End Business Outfitters	SIN10726475	Women's fleece parkas	\$ 174.57

License Refunds	6.050539-NOV2022	Business license refund - Receipt# 6.050539	\$ 25.00
License Refunds	6.050538-NOV2022	Business license refund - Receipt# 6.050538	\$ 10.00
License Refunds	6.050537-NOV2022	Business license refund - Receipt# 6.050537	\$ 10.00
License Refunds	6.050540-NOV2022	Business license refund - Receipt# 6.050540	\$ 25.00
License Refunds	130283854-NOV2022	Business license refund - Receipt# 130283854	\$ 10.00
License Refunds	6.050550-NOV2022	Business license refund - Receipt# 6.050550	\$ 35.00
License Refunds	6.050552-NOV2022	Business license refund - Receipt# 6.050552	\$ 35.00
License Refunds	6.050591-NOV2022	Business License refund - Receipt# 6.050591	\$ 10.00
License Refunds	130296110-NOV2022	Business license refund - Receipt# 130296110	\$ 10.00
LightGig Communications, LLC	425626	Severance Town Hall Service	\$ 120.00
Loveland Barricade, LLC	19015	Stripping and thermals	\$ 71,966.10
MILL BROTHERS LANDSCAPE INC	36281	Irrigation winterization for the 2 parks in the timber ridger subdivision	\$ 498.12
Next Step Communications, LLC	9591	WD Purple 6TB surveillance hard drive	\$ 481.23
North Weld County Water	3386000-OCT2022	Water Meter-Account	\$ 8,966.13
North Weld County Water	3654000-OCT2022	11850 CR 74 - Fire Meter	\$ 24.90
North Weld County Water	6546000-OCT2022	Water Meter-Account	\$ 54,480.98
Northern Colorado Roofing, LLC	103122-TH	Town Hall - removed and replaced shingles, underlayment, flashings	\$ 29,883.02
Northern Colorado Roofing, LLC	103122-CHURCH	Church - removed and replaced shingles, underlayment, flashings	\$ 8,025.25
Northern Colorado Roofing, LLC	102422	Vet Clinic - removed and replaced shingles, underlayment, flashings	\$ 22,902.33
Northern Engineering Services Inc	1136-001/00086	Engineering - Severance Storage - Cust 270	\$ 1,040.70
Onix IT, Inc.	7566	Laptop, docking station, and computer setup	\$ 3,716.50
Onix IT, Inc.	7565	Monthly IT Support	\$ 4,130.00
Onix IT, Inc.	7545	Azure Subscription	\$ 307.19
Pinnacle Investigations LLC	359	Background Investigations	\$ 830.00
Poudre Valley REA	135 1122	Streetlights, Soaring Eagle	\$ 190.95
Poudre Valley REA	135 1122	Streetlights, Foxridge	\$ 104.68
Poudre Valley REA	135 1122	CO RD 23 and Belmont Dr	\$ 32.03
Poudre Valley REA	135 1122	Streetlights, Casa Loma	\$ 134.42
Poudre Valley REA	135 1122	Streetlights, Summit View	\$ 417.45
Poudre Valley REA	135 1122	CO RD 21 and 76 1/2 - Water Tank	\$ 846.91
Poudre Valley REA	135 1122	Streetlights, Belmont Farms	\$ 235.37
Poudre Valley REA	135 1122	629 Shoreview Pkwy Lift Station	\$ 319.00
Poudre Valley REA	135 1122	Streetlights, Hidden Valley Farms	\$ 1,416.28
Poudre Valley REA	74118001 1122	2880 Branding Iron Power	\$ 73.25
Poudre Valley REA	135 1122	75 Flat Iron Ln Power Source	\$ 75.93
Poudre Valley REA	135 1122	Streetlights, Sunset Ridge	\$ 249.18
Poudre Valley REA	135 1122	Streetlights, Severance Shores	\$ 221.76
Poudre Valley REA	135 1122	CO RD 80 and Rangeview	\$ 31.11
Poudre Valley REA	135 1122	CO RD 74 & 19	\$ 13.34
Poudre Valley REA	135 1122	36252 Evans St Power	\$ 49.25
Quench USA, Inc.	INV04523433	Quarterly Town Hall water service	\$ 135.96
Recreational Electrical, LLC	11519	PD radio range diagnosis and repair	\$ 880.78
Recreational Electrical, LLC	11488	Power & battery fix - Unit# 11	\$ 460.00
Recreational Electrical, LLC	11486	diagnose electrical - Unit #11	\$ 138.89
Reedesign Concept, LLC	20627	Town logo embroidery	\$ 54.90
Reliable Communication Assistant	11	Court Interpreter	\$ 90.00
Reprographics Inc	206328	Map for council	\$ 21.00
Republic Services, Inc	0642-000343290	Trash Services - wastewater plant - Acct	\$ 53.13
SBS Services Group LLC	5623262	Town hall - routine janitorial	\$ 520.00
SBS Services Group LLC	5623263	PW - routine janitorial	\$ 250.00
SBS Services Group LLC	5623346	PD - routine janitorial	\$ 250.00
SBS Services Group LLC	5561940	PW - routine janitorial	\$ 250.00
Signs By Tomorrow	44265	Tailholt Community Garden signs	\$ 30.00

Skaggs Companies, Inc.	100_A_107419_8	Soft shell fleece jacket	\$ 106.00
Terracon Consultants Inc.	TH58373	Great Western Trail Connection project - project management	\$ 2,155.00
The Reinalt-Thomas Corporation	1451585	Unit # 217 - tires	\$ 786.60
Timber Line Electric & Control Corp	7097	Repair alarming system on SCADA	\$ 6,652.50
Town of Windsor	015265-000 1022	Wastewater Treatment	\$ 13,830.55
Town of Windsor	11172022	Add'l Plant Investment Fee for Trunkline to Windsor Treatment Plant	\$ 465,150.00
TransUnion Risk and Alternative Data	5453941-202210-1	Background Checks	\$ 79.00
Tri-Tech Security, Inc.	33590	Monthly Fire Alarm Monitoring Fee	\$ 84.00
Uline	156498077	Supplies	\$ 479.30
UMB Staff Credit Cards	0151 1022	The Home Depot #1544-Town Hall toilet replacement	\$ 249.00
UMB Staff Credit Cards	0151 1022	Hellofax Monthly-Hellofax Monthly	\$ 14.98
UMB Staff Credit Cards	0151 1022	Cbi Online-PW new hire background	\$ 5.00
UMB Staff Credit Cards	0151 1022	Eccatersmashburger-10.19.22 PC Mtg Meal	\$ 195.00
UMB Staff Credit Cards	0151 1022	Costco Whse #1178-Halloween candy	\$ 245.86
UMB Staff Credit Cards	0151 1022	Indeed-PD and Com Dev Hiring Positions	\$ 171.81
UMB Staff Credit Cards	0151 1022	Colorado Ltap-CLTAP training- Backhoe	\$ 250.00
UMB Staff Credit Cards	0151 1022	Amazon.Com*h860x7992 Amzn-Study material for water distribution Certification Class 4	\$ 114.59
UMB Staff Credit Cards	0151 1022	Tst* Betta Gumbo - Windso-Mayors Meeting w/Windsor	\$ 127.66
UMB Staff Credit Cards	0151 1022	Weld County Accounting-Annual Town/County Dinner 2x\$17 Nick & Lindsay	\$ 34.00
UMB Staff Credit Cards	0151 1022	The Park Catalog-Shipping for replacement Table Top at Community Park.	\$ (330.00)
UMB Staff Credit Cards	0151 1022	limc-IMC-Annual Membership Dues for 2023- Leah	\$ 185.00
UMB Staff Credit Cards	0151 1022	Cbi Online-New Hire background Com Dev.	\$ 5.00
UMB Staff Credit Cards	0151 1022	Sq *diamond Sr Carriage,-Carriage deposit for town Christmas	\$ 103.00
UMB Staff Credit Cards	0151 1022	The Park Catalog-Shipping for replacement Table Top at Community Park.	\$ 330.00
UMB Staff Credit Cards	0151 1022	Eccatermad Greens-10.25.22 TC Mtg Meal	\$ 252.50
UMB Staff Credit Cards	0151 1022	Anthony's Pizza And Pasta-TC Meeting Meal	\$ 123.30
UMB Staff Credit Cards	0151 1022	Bjs Restaurants 539-New Director Meeting	\$ 99.33
UMB Staff Credit Cards	0151 1022	Warwick Denver Hotel-Mayor's Summit-CML Fries	\$ 201.00
UMB Staff Credit Cards	0151 1022	Tlf*lil Flower Shop-Crystal Flowers	\$ 102.87
UMB Staff Credit Cards	0151 1022	Anthony's Pizza And Pasta-LUAC Meeting - 10.05.22	\$ 166.50
UMB Staff Credit Cards	0151 1022	Costco Whse #1178-Halloween candy	\$ 245.86
UMB Staff Credit Cards	0151 1022	The Home Depot #1544-Story Walk sheet covers and tools for cutting them. Vandalism	\$ 166.94
UMB Staff Credit Cards	0151 1022	Associated Landscape Cont-SLM certification	\$ 115.00
UMB Staff Credit Cards	0151 1022	Marriott Hotels-CO Planning Conf/APA CO-Abudul-Sales tax refund	\$ (40.00)
UMB Staff Credit Cards	0151 1022	Snarfs Mountain View-Management Lunch (Meeting in Arvada)	\$ 37.14
UMB Staff Credit Cards	0151 1022	The Park Catalog-Shipping for replacement Table Top at Community Park.	\$ 330.00
UMB Staff Credit Cards	0151 1022	Dollar General #20448-Halloween decorations	\$ 12.71
UMB Staff Credit Cards	0151 1022	Www.Frontrangecomplian-load securement class for Front Range Compliance.	\$ 55.00
UMB Staff Credit Cards	0151 1022	Quality Inn Cannon Co027-2022 Annual CMCA Conference - Leah	\$ 448.80
UMB Staff Credit Cards	0151 1022	Sq *camca-CAMCA Training for Karina Gomez	\$ 52.00
UMB Staff Credit Cards	0151 1022	Tst* Lunas Tacos & Tequi-Staff Lunch	\$ 171.00
UMB Staff Credit Cards	0151 1022	The Home Depot #1512-This is for the new cabinet for the Town Hall restroom/ per Lindsay.	\$ 74.97
UMB Staff Credit Cards	0151 1022	Paypal-Aloia & Hahn Attendance	\$ 518.00
UMB Staff Credit Cards	0151 1022	Albertos Express Llc-Team Building 10.25.22 Breakfast	\$ 57.00
United Rentals North America, Inc.	212851705-002	Wastewater pond work	\$ 827.88
UNUM Life Insurance Co America	110122	Monthly Disability Insurance	\$ 3,331.15
USA Blue Book	158461	Paint	\$ 295.80
USA Blue Book	158705	Flag, paint	\$ 169.45
Utility Notification Center	222101404	RTL Transmissions	\$ 591.50
Utility Refunds	5292.02	Cust# 5292.02	\$ 1.22
Utility Refunds	3980.02	Cust# 3980.02	\$ 17.61
Utility Refunds	5043.02	Cust# 5043.02	\$ 34.59
Utility Refunds	5801.01	Cust# 5801.01	\$ 33.52

Utility Refunds	5800.01	Cust# 5800.01	\$ 33.25
Utility Refunds	5799.01	Cust# 5799.01	\$ 33.52
Utility Refunds	4748.02	Cust# 4748.02	\$ 1.12
Utility Refunds	3808.02	Cust# 3808.02	\$ 228.46
Utility Refunds	5445.02	Cust# 5445.02	\$ 35.65
Utility Refunds	4456.03	Cust# 4456.03	\$ 73.56
Verizon Wireless	9919548858	Cell Phone Service - PD	\$ 1,598.74
Verizon Wireless	9918507789	Cell Phone Service - TH & PW	\$ 1,102.97
Waste Management of Colorado, Inc	4957119-2534-9	Trash Service - PW	\$ 138.02
Waste Management of Colorado, Inc	4958476-2534-2	Roll Off Trash Service	\$ 497.69
Weld County Horse Bowl	Nov-22	Christmas Wreaths for Town Hall	\$ 395.00
WEX BANK	84812570	Offsite Fuel	\$ 1,602.30
Wickham Tractor Co.	WD12996	Mower deck repairs	\$ 355.05
Windsor Ace Hardware	162839/4	Supplies	\$ 32.40
Windsor Ace Hardware	163110/4	Screw conveyer shaft bolts	\$ 19.70
Windsor Ace Hardware	163249/4	Town Hall Christmas light supplies	\$ 24.27
Windsor Ace Hardware	163268/4	Town Hall Christmas light supplies	\$ 39.91
Xcel Energy	802603285	Street Lights	\$ 3,646.13
Xcel Energy	802210436	300954583 - 20/15 2-6-67 Sewage Plant	\$ 3,348.34
Xcel Energy	802210436	304920983 - 100 Waterfall Way	\$ 152.58
Xcel Energy	802210436	301274394 - 209 1st St Bldg Fire	\$ 198.66
Xcel Energy	802210436	301456912 - 336 1st St	\$ 145.70
Xcel Energy	802210436	303987355 - 3 S Timber Ridge Pkwy	\$ 547.90
Xcel Energy	802210436	304683265 - 410 Immigrant Trail - Settlers Landing HOA	\$ 13.17
Xcel Energy	802210436	301443761 - 1020 Mahogany Dr Unit Pump	\$ 586.94
Xcel Energy	802210436	304881524 - 145 3rd St	\$ 805.29
Xcel Energy	802210436	301597386 - 400 Timber Ridge Pkwy Unit Spkl	\$ 12.54
Xcel Energy	802210436	304182684 - 231 W 4th Ave Unit Pump	\$ 726.99
Xcel Energy	802210436	301872364 - 513 1/2 Broadview Dr	\$ 36.66
Xcel Energy	802210436	301894204 - 50 Timber Ridge Pkwy	\$ 78.47
Xcel Energy	802210436	300942323 - 10822 County Road 74 Bldg Stoc	\$ 20.05
Xcel Energy	802210436	300966458 - 211 1st St	\$ 95.49
Xcel Energy	802210436	304920986 - 101 Waterfall Way	\$ 125.61
Xcel Energy	802210436	301709610 - 57/16 2-6-67 Pump	\$ 11.59
Xcel Energy	802210436	301748145 - 410 Timber Ridge Pkwy Unit Spkl	\$ 12.28
Xcel Energy	802210436	302039930 - 1236 1/2 Baldrige Dr Unit Lift	\$ 200.88
Grand Totals:			\$ 925,182.69

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

Vendor Name	Invoice Number	Description	Amount Paid
AAA Auto Parts, Inc.	321400	Battery	\$ 106.49
AAA Auto Parts, Inc.	319918	Bean barn retractable cord and plug	\$ 90.68
AAA Auto Parts, Inc.	321400	Battery	\$ 106.49
AAA Auto Parts, Inc.	321400	Battery, impact socket	\$ 58.32
AAA Auto Parts, Inc.	323146	Supplies	\$ (17.98)
AAA Auto Parts, Inc.	322870	V box plug	\$ 17.98
AAA Auto Parts, Inc.	322869	Supplies	\$ 176.67
Ablao Law, LLC	1156	Municipal Judge - DEC 2022	\$ 600.00
AFLAC	712265	Employee Deductions	\$ 1,229.78
Air Comfort, Inc.	C005680	PW - Quarterly HVAC Maintenance	\$ 249.00
Alicia Kay Parent	DEC102022	3 hours with the Grinch-minus deposit	\$ 100.00
Allegra Marketing Print Mail	43985	Business & liquor licensed inspection checklist	\$ 153.78
Aloha Apparel, LLC	1108	Embroidery - town logo on fleece blankets	\$ 600.00
Amazon Capital Services	1H1F-DQ6M-4LJK	Calendar	\$ 97.28
Amazon Capital Services	1H1F-DQ6M-4LJK	webcam, monitor & camera	\$ 382.94
Amazon Capital Services	1H1F-DQ6M-4LJK	blankets	\$ 771.18
Amazon Capital Services	1H1F-DQ6M-4LJK	Baby changing stations	\$ 635.20
Amazon Capital Services	1H1F-DQ6M-4LJK	W2 tax forms, 1099-NEC 4s	\$ 87.29
Amazon Capital Services	1H1F-DQ6M-4LJK	Calendars, poster frames, mouse, cups	\$ 137.92
Amazon Capital Services	1H1F-DQ6M-4LJK	Calendar	\$ 23.63
ANGEL LIGHT PYROTECHNICS, LLC	107	Winter Show fireworks	\$ 8,775.00
Arapahoe Rental	757103 CON#	Lift boom 42-45' towable	\$ 438.90
Ascent Broadband, LLC	37961	PD Internet Service	\$ 140.00
Ascent Broadband, LLC	37961	PW Internet Service	\$ 190.00
Ausmus Law Firm PC	7877	Contract prosecution for the month of Oct 2022	\$ 850.00
Ayres Associates Inc.	203921	Planning services - W-2101 Water Tank	\$ 580.00
Ayres Associates Inc.	203924	Planning services - DOLA - IHOP project	\$ 3,805.87
Ayres Associates Inc.	204013	General Economic Development	\$ 578.60
Ayres Associates Inc.	204013	General GIS Services	\$ 516.71
Ayres Associates Inc.	204013	General Planning Services	\$ 222.91
Ayres Associates Inc.	204013	Planning Services - Cust# 275	\$ 949.79
Ayres Associates Inc.	204013	Land Use Advisory Committee	\$ 3,563.13
Banner Occupational Health Clinics	789187	NOV 22 SVCS - DOT Test	\$ 95.00
Caselle, Inc.	121263	Caselle Software Support - Jan 2023	\$ 2,018.00
CEBT	INV 0052356	Group AAJ2 Health & Life Insurance	\$ 46,199.60
Christian Brothers Automotive-Windsor	RO #2528728	2009 Ford Explorer XLT - diagnostic testing coolant leak	\$ 80.84
CIRSA	W23116	Workers' Compensation Coverage 01/01/23-01/01/24	\$ 14,010.25
CIRSA	222084	Claim# PC6018358-1	\$ 500.00
City of Loveland	10128019	November 15, 2022 use of NCLETC facilities	\$ 200.00
CivicPlus	247945	CivicCMS Standard Annual	\$ 2,205.00
Colorado Civil Group Inc.	0042.0014.02-14	Engineering services - Cust# 233	\$ 951.00
Colorado Civil Group Inc.	0042.0510.00-12	Traffic Signal 74/19	\$ 175.00
Colorado Civil Group Inc.	0042.0022.00-05	Engineering services - Cust# 275	\$ 1,587.00
Colorado Civil Group Inc.	0042.0001.08-25	Engineering services - Cust# 276	\$ 593.00
Colorado Civil Group Inc.	0042.0506.03-05	Water Treatment Plan	\$ 35.00
Colorado Civil Group Inc.	0042.0000.00-70	General Services	\$ 1,412.00
Colorado Civil Group Inc.	0042.0016.02-03A	Engineering services - Cust# 281	\$ 423.00

Colorado Civil Group Inc.	0042.0511.00-11	Traffic Signal (392/23)	\$ 1,952.50
Colorado Civil Group Inc.	0042.0500.04-03	GWT Connection Construction Mgt	\$ 7,953.00
Colorado Civil Group Inc.	0042.0001.12-01	Engineering services - Cust# 286	\$ 2,605.50
Colorado Civil Group Inc.	0042.0507.00-37	Sanitary Sewer System Master Plan	\$ 3,774.00
Colorado Civil Group Inc.	0042.0500.03-20	Severance Community Park	\$ 1,315.00
Colorado Civil Group Inc.	0042.0000.09-08	General Engineering Water Fund	\$ 829.00
Colorado Civil Group Inc.	0042.0506.02-17	Elevated Water Tank	\$ 2,677.50
Connell Resources, Inc.	2221014-06	Severance 2022 Asphalt Overlay	\$ 23,860.00
Core & Main LP	5068851	Neptune meters	\$ 18,306.00
COSTCO MEMBERSHIP	1.11839E+11	Membership Renewal - Member	\$ 180.00
Coyote Ridge Construction	44896	TOS Hydrant #2 deposit refund	\$ 3,500.00
Dalton Lesser	44896	SAFEbuilt - Town of Severance scholarship	\$ 2,000.00
Direct Discharge Consulting, LLC	2003	ORC Services	\$ 1,500.00
Dyekman Trophies, Inc.	652072	Desk name plate	\$ 30.00
Eaton Grove Nursery Ltd	7357	Tree wraps	\$ 219.50
Employers Council	442579	Consulting membership dues 01-Jan-2023 to 31-Dec-2023	\$ 3,600.00
EnviroTech Services, Inc.	CD202303218	Ice Slicer	\$ 3,584.30
EnviroTech Services, Inc.	CD202303219	Ice Slicer	\$ 3,365.30
Freedom Mailing Services Inc	44281	Mailing of Utility Increase Letter	\$ 2,184.66
Freedom Mailing Services Inc	44162	Bill processing	\$ 1,111.61
Front Range Compliance Services, LLC	6571	Consulting services, MVR review	\$ 800.00
Front Range Compliance Services, LLC	6439	Consulting services - consulting services, MVR review	\$ 122.50
Frontier Business Products	825664	PD - 96081 Copy Machine - Color Copies	\$ 163.82
Frontier Business Products	825784	PW - Copy Machine 94240	\$ 245.17
Frontier Business Products	830094	PD - 96081 Copy Machine - Color Copies	\$ 68.66
GLH CONSTRUCTION INC	201123139	Overlook main line break	\$ 4,885.70
Hayashi & Macsalka, LLC	309	Legal Fees - Cust# 233	\$ 1,290.00
Hayashi & Macsalka, LLC	343	Legal Fees - Cust# 147	\$ 107.50
Hayashi & Macsalka, LLC	344	Legal Fees - Cust# 270	\$ 150.50
Hayashi & Macsalka, LLC	345	General Legal Services	\$ 7,585.50
Hayashi & Macsalka, LLC	346	Legal Fees - Cust# 233	\$ 64.50
Hayashi & Macsalka, LLC	347	Legal Services for travel to and from meetings	\$ 245.00
Hayashi & Macsalka, LLC	348	Legal Fees - Cust# 275	\$ 214.50
Hayashi & Macsalka, LLC	349	Legal Services - NISP	\$ 585.00
Hayashi & Macsalka, LLC	349	Legal Services - Water Tank	\$ 175.50
Hayashi & Macsalka, LLC	349	Legal Services - Traffic Signal (392/23)	\$ 117.00
Hayashi & Macsalka, LLC	350	Legal Fees - Cust# 265	\$ 1,290.00
Hayashi & Macsalka, LLC	351	Legal Fees - Kegerreis Lot Line Adjustment	\$ 97.50
Integrity Tire	0102-102931	2014 PD Interceptor Utility - wipers	\$ 59.14
Integrity Tire	0102-103031	2018 Police Interceptor - oil change	\$ 60.00
Integrity Tire	0102-103157	2003 Silverado 2500HD - Fuel Leak Repair	\$ 442.41
Integrity Tire	0102-102912	2014 PD Interceptor Utility - blower motor labor	\$ 894.00
Integrity Tire	103218	2011 Ram Truck - Gauges, alignment and oil change	\$ 1,870.56
IntelliChoice, Inc.	1232043	2nd year forward annual license and support fee	\$ 6,733.21
JR Engineering, LLC	81168	Engineering services - Cust# 284	\$ 85.00
JR Engineering, LLC	81167	Engineering services - Project management	\$ 170.00
JR Engineering, LLC	81165	Engineering services - Cust# 265	\$ 255.00
JR Engineering, LLC	81166	Engineering services - Cust# 275	\$ 85.00
K & K Laser Creations, LLC	33716	Name plate - CD Director	\$ 26.95
Kringle and Kompany LLC	44896	2.5 hours with Santa & Mrs. Claus for pictures	\$ 250.00
La Salle Oil Co.	174392	Fuel	\$ 1,534.01
La Salle Oil Co.	173949	Fuel	\$ 1,865.38
Land Title Guarantee Company, LLC	FCC25201609	ALTA" Owner's Policy 06-17-06"	\$ 807.00

Lands End Business Outfitters	SIN10762966	Wm's cardigan	\$ 10.50
Lexipol, LLC	INVLEX13871	Annual Law Enforcement Policy Manual & Training Bulletins	\$ 4,126.49
LightGig Communications, LLC	427160	Severance Town Hall Service	\$ 120.00
Lumin8 Transportation Technologies, LLC	3480	Trouble call - November maintenance billing	\$ 450.00
MAC Equipment, Inc.	418186	TK#219 V box repair	\$ 4.00
MAC Equipment, Inc.	417565	TK#219 V box repair	\$ 725.14
MAC Equipment, Inc.	418318	Hub & guard 10 blades"	\$ 332.99
MAC Equipment, Inc.	420153	Stihl Shredder/Vacuum	\$ 263.99
Music Ventures, LLC	2009-00004-0001	KFKA billing package	\$ 400.00
Music Ventures, LLC	2009-00005-0000	KFKA billing package	\$ 100.00
Nicoletti-Flater Associates, PLLC	22112	Pre-employment screening	\$ 250.00
North Weld County Water	7324	Town of Severance Carryover - 263.4 Acre Feet	\$ 13,314.87
North Weld County Water	7334	2022 Winter Water Delivery Fees	\$ 274.01
North Weld County Water	3386000-NOV2022	Water Utility	\$ 4,895.14
North Weld County Water	6546000-NOV2022	Water Utility	\$ 25,296.74
North Weld County Water	3654000-NOV2022	Water Utility	\$ 24.90
Northern Engineering Services Inc	1136-001/00087	Engineering - Cust 265	\$ 1,455.70
Onix IT, Inc.	7582	SonicWall NSA 2650 Security Suite Renewal - 1 Year	\$ 1,824.00
Onix IT, Inc.	7602	Monthly IT Support	\$ 4,340.00
Onix IT, Inc.	7583	Azure Subscription	\$ 319.10
Ottem Electronics, Inc.	22-0711	Annual virtual keypad	\$ 240.00
PageFreezer Software, Inc.	INV-12979	PageFreezer for Social Media/Web Domains/Next Door Archiving	\$ 4,606.80
Pitney Bowes Global Financial	3316686922	Postal Machine Lease	\$ 220.92
Poudre Valley REA	135 1222	Streetlights, Belmont Farms	\$ 235.37
Poudre Valley REA	135 1222	Streetlights, Severance Shores	\$ 221.76
Poudre Valley REA	135 1222	CO RD 80 and Rangeview	\$ 33.51
Poudre Valley REA	135 1222	Streetlights, Sunset Ridge	\$ 249.18
Poudre Valley REA	135 1222	36252 Evans St Power	\$ 47.96
Poudre Valley REA	135 1222	CO RD 21 and 76 1/2 - Water Tank	\$ 936.86
Poudre Valley REA	135 1222	75 Flat Iron Ln Power Source	\$ 74.50
Poudre Valley REA	135 1222	Streetlights, Soaring Eagle	\$ 190.95
Poudre Valley REA	135 1222	Streetlights, Hidden Valley Farms	\$ 1,416.28
Poudre Valley REA	135 1222	Streetlights, Summit View	\$ 417.45
Poudre Valley REA	135 1222	CO RD 74 & 19	\$ 13.34
Poudre Valley REA	135 1222	CO RD 23 and Belmont Dr	\$ 36.09
Poudre Valley REA	135 1222	629 Shoreview Pkwy Lift Station	\$ 321.77
Poudre Valley REA	135 1222	Streetlights, Casa Loma	\$ 134.42
Poudre Valley REA	74118001 1222	2880 Branding Iron Power	\$ 69.48
Poudre Valley REA	135 1222	Streetlights, Foxridge	\$ 104.68
Prairie Mountain Media	326462	Public Notice - Customer# 233	\$ 457.60
Prairie Mountain Media	326462	Public Notice - Comp plan	\$ 224.40
Prairie Mountain Media	329844	Public Notice - Customer# 265	\$ 432.96
Pride Mechanical LLC	16288	Igniters for TH furnace	\$ 72.84
PURCHASE POWER	44866	Acct	\$ 503.50
Reliable Communication Assistant	12	Court Interpreter	\$ 90.00
Republic Services, Inc	0642-000376544	Trash Services - wastewater plant - Acct	\$ 53.13
SAFEbuilt Colorado, Inc.	0091625-IN	Building Inspections	\$ 34,376.00
SAFEbuilt Colorado, Inc.	0094096-IN	Building Inspections	\$ 25,621.95
SAFEbuilt Colorado, Inc.	0094113-IN	Building Inspections	\$ 550.00
SAFEbuilt Colorado, Inc.	0094091-IN	Building Inspections	\$ 1,022.00
SAFEbuilt Colorado, Inc.	0094105-IN	Building Inspections	\$ 2,663.44
Salt Lake Wholesale Sports	86062	Ammo	\$ 1,166.00
SBS Services Group LLC	5623346 CREDIT	PD - routine janitorial	\$ (20.00)

SBS Services Group LLC	5686148	PD - routine janitorial	\$ 250.00
SBS Services Group LLC	5686053	PW - routine janitorial	\$ 250.00
SBS Services Group LLC	5686052	Town hall - routine janitorial	\$ 520.00
Security Central, Inc.	906687	Town Hall alarm monitoring -1st quarter 2023	\$ 319.80
Signs By Tomorrow	44317	Public Hearing Sign - Developer 281 - Kegerrei Lot Line adjustment	\$ 80.00
Signs By Tomorrow	44317	Public Hearing Sign - 1261 Baker Pass Street Home Based Business	\$ 80.00
Skaggs Companies, Inc.	100_A_110616_5	BLA 8472W-04 M/ Armorskin, Women's S/S Streetshirt wool, dk navy	\$ 92.00
Staples Business Credit	7361568109-0-1 ORD#	TH paper	\$ 88.98
Staples Business Credit	7369418464-0-01	TH paper	\$ 88.98
Staples Business Credit	7366589122-0-1	TH paper	\$ 88.98
TDS	8224 10 010 0028399 DEC2022	209 1st Street internet service	\$ 520.12
Terracon Consultants Inc.	TH73511	Great Western Trail Connection project - project management	\$ 4,525.00
Town of Kersey	CORA2023-1	CORA classes	\$ 400.00
Town of Windsor	015265-000 1122	Wastewater Treatment	\$ 14,886.79
TransUnion Risk and Alternative Data	545394 1-202211-1	Background Checks	\$ 75.00
Triple S Party Rental	48514	Town Christmas canopy, chairs, tent, heater, lighting, stage	\$ 3,960.77
Tuff Shed, Inc.	1799963	20'x20' Garage Community Park	\$ 23,323.95
U.S. Postal Service	44896	PO Box Fee-Box 339	\$ 140.00
UMB Staff Credit Cards	0151 1122	Dropbox Fax Monthly-Hello Fax	\$ 14.98
UMB Staff Credit Cards	0151 1122	Ezcatermodern Market-LUAC Meal	\$ 219.34
UMB Staff Credit Cards	0151 1122	Olive Garden 0021376-Lunch for salary study	\$ 73.44
UMB Staff Credit Cards	0151 1122	Fuzzys Taco Shop - Fort C-Credit for taxes of \$16.61 - no receipt	\$ (16.61)
UMB Staff Credit Cards	0151 1122	Facebook-Ad for Turkey Drive	\$ 10.00
UMB Staff Credit Cards	0151 1122	Www.Frontrangecomplian-Load securement training	\$ 55.00
UMB Staff Credit Cards	0151 1122	Indeed-PD Hiring 3 officers posted	\$ 166.00
UMB Staff Credit Cards	0151 1122	Tractor Supply Co #1940-Safety when climbing up the water tanks	\$ 148.82
UMB Staff Credit Cards	0151 1122	Pizza Hut #2112-Lunch for those that came to help with the Turkey Drive	\$ 287.68
UMB Staff Credit Cards	0151 1122	Blue360 Media Llc-Police Officer Handbooks	\$ 914.94
UMB Staff Credit Cards	0151 1122	Www.Frontrangecomplian-Load securement Training	\$ 80.00
UMB Staff Credit Cards	0151 1122	The Home Depot #1544-NO outside lights at water tank booster station	\$ 57.94
UMB Staff Credit Cards	0151 1122	Napa Parts 113-\$83.98 charged to the 10-61-3173 acct \$21.98 charged to the #51-82-4990 account	\$ 21.98
UMB Staff Credit Cards	0151 1122	Colorado Ltap-Further education	\$ 50.00
UMB Staff Credit Cards	0151 1122	Otc Brands Inc-X-mas craft and games-this has been sponsored. \$500.00 was sponsored by Country Financial	\$ 598.84
UMB Staff Credit Cards	0151 1122	Napa Parts 113-\$83.98 charged to the 10-61-3173 acct \$21.98 charged to the #51-82-4990 account	\$ 83.98
UMB Staff Credit Cards	0151 1122	National Association Of S- SRO school	\$ 550.00
UMB Staff Credit Cards	0151 1122	Www.Frontrangecomplian-Front Range Compliance training	\$ 80.00
UMB Staff Credit Cards	0151 1122	Lands End-Clothes on sale from lands End - Taxes removed after invoice received	\$ 77.86
UMB Staff Credit Cards	0151 1122	Sp Pesticide Trainin-Study Guides for Pesticide Applicators License	\$ 121.34
UMB Staff Credit Cards	0151 1122	Wyoming Bearing And Suppl-Wastewater headworks screw conveyor break	\$ 29.48
UMB Staff Credit Cards	0151 1122	Fuzzys Taco Shop - Fort C-TC Meal	\$ 261.61
UMB Staff Credit Cards	0151 1122	Wal-Mart #4599-Restock of TC water, pop, half & half & candy - being used for all meetings TC PC LUAC & Tree Board	\$ 105.72
UMB Staff Credit Cards	0151 1122	Www.Frontrangecomplian-Load Securement Training	\$ 55.00
UMB Staff Credit Cards	0151 1122	Udemy: Online Courses-Online courses	\$ 21.16
UMB Staff Credit Cards	0151 1122	Progreen Expo23-Conference for Parks	\$ 450.00
UMB Staff Credit Cards	0151 1122	The Home Depot #1544-Anchors for Installing Amenities @ Park	\$ 64.08
UMB Staff Credit Cards	0151 1122	Www.Frontrangecomplian-Front Range Compliance Training	\$ 55.00
UMB Staff Credit Cards	0151 1122	Dollar General #20448-Greeting cards per Lindsay's request	\$ 7.41
UMB Staff Credit Cards	0151 1122	Ezcaterwisted Tender-Planning Commission mtg Meal	\$ 99.00
UMB Staff Credit Cards	0151 1122	Co Motor Veh Serv Emv-Public Works Light Trls-Unit 795 & 796	\$ 19.95
UMB Staff Credit Cards	0151 1122	Www.Frontrangecomplian-Front Range Compliance training	\$ 55.00
UMB Staff Credit Cards	0151 1122	Dri*esigns-Carriage sponsor sign-should be covered under the sponsorship for this as well	\$ 84.51
UNUM Life Insurance Co America	120122	Monthly Disability Insurance	\$ 3,331.15
Upper Case Printing Ink	18953	Utility Postcards	\$ 1,850.32

USA Blue Book	196376	APWA Blue Case of 12	\$ 147.90
USA Blue Book	207812	Water supplies	\$ 190.06
Utility Notification Center	222111374	RTL Transmissions	\$ 369.20
Utility Refunds	4349.02	4349.02 - 728 FINCH DRIVE	\$ 65.51
Utility Refunds	3034.03	3034.03 - 112 KEYSTONE DRIVE	\$ 21.62
Utility Refunds	5330.02	5330.02 - 1024 URIAL DRIVE	\$ 14.38
Utility Refunds	4589.03	4589.03 - 1735 AVERY PLAZA STREET	\$ 30.28
Utility Refunds	2942.04	2942.04 - 1449 RED FOX CIRCLE REFUND OVERPAYMENT	\$ 2,600.00
Utility Refunds	2867.03	2867.03 218 ASPEN GROVE WAY UTILITY REFUND	\$ 88.42
Utility Refunds	5183.02	5183.02 - 1096 LONG MEADOWS STREET	\$ 15.14
Utility Refunds	4174.02	4174.02 - 1878 VISTA PLAZA STREET	\$ 7.57
Utility Refunds	5009.02	5009.02 - 825 SAMBAR DRIVE	\$ 84.64
Utility Refunds	5789.01	5789.01 618 SAWYERS POND DRIVE UTILITY REFUND	\$ 35.91
Utility Refunds	5788.01	5788.01 616 SAWYERS POND DRIVE UTILITY REFUND	\$ 6.73
Utility Refunds	5812.01	5812.01 801 ELIAS TARN DRIVE UTILITY REFUND	\$ 4.24
Utility Refunds	5775.01	5775.01 - 1701 BRIGHT SHORE WAY	\$ 11.50
Utility Refunds	3925.02	3925.02 - 1058 MT COLUMBIA DRIVE	\$ 66.50
Utility Refunds	4761.02	4761.02 - 1501 LAKE VISTA WAY	\$ 1.06
Verizon Wireless	9921929172	Cell Phone Service - PD	\$ 1,598.74
Verizon Wireless	9920893260	Cell Phone Service - TH & PW	\$ 1,158.61
Weld CO Public Works Depart.	0001-2022	Noxious Weed Control-Roads	\$ 441.50
Weld County Clerk and Recorder	44866	General Election	\$ 9,252.50
Weld County Information Technology	SEVERANCEPD-122022-NM	PC Net/Motion License	\$ 310.00
WEX BANK	85571044	Offsite Fuel	\$ 2,321.32
Windsor Ace Hardware	163448/4	Supplies	\$ 47.57
Windsor Ace Hardware	163551/4	Supplies	\$ 87.49
Windsor Ace Hardware	163696/4	Chlorine injector parts	\$ 20.38
Xcel Energy	806507045	Street Lights	\$ 3,588.27
Xcel Energy	803779618	Community Park - Energize Transformer CXT Building	\$ 248.00
Xcel Energy	806696234	10822 County Road 74 Bldg Stoc	\$ 11.63
Xcel Energy	806696234	410 Timber Ridge Pkwy Unit Spkl	\$ 12.20
Xcel Energy	806696234	100 Waterfall Way	\$ 32.68
Xcel Energy	806696234	400 Timber Ridge Pkwy Unit Spkl	\$ 12.56
Xcel Energy	806696234	410 Immigrant Trail - Settlers Landing HOA	\$ 13.39
Xcel Energy	806696234	50 Timber Ridge Pkwy	\$ 77.59
Xcel Energy	806696234	1020 Mahogany Dr Unit Pump	\$ 544.95
Xcel Energy	806696234	101 Waterfall Way	\$ 153.12
Xcel Energy	806696234	513 1/2 Broadview Dr	\$ 28.99
Xcel Energy	806696234	20/15 2-6-67 Sewage Plant	\$ 3,378.82
Xcel Energy	806696234	1236 1/2 Baldrige Dr Unit Lift	\$ 195.27
Xcel Energy	806696234	209 1st St Bldg Fire	\$ 295.08
Xcel Energy	806696234	211 1st St	\$ 152.86
Xcel Energy	806696234	145 3rd St	\$ 2,318.45
Xcel Energy	806696234	57/16 2-6-67 Pump	\$ 11.63
Xcel Energy	806696234	231 W 4th Ave Unit Pump	\$ 118.82
Xcel Energy	806696234	336 1st St	\$ 243.20
Xcel Energy	806696234	3 S Timber Ridge Pkwy	\$ 795.11
Grand Totals:			\$ 440,915.52

Financial Statement Review

Nancy E. Mueller, CPA
January 18, 2023



November 2022 Interim Financial Statements

The November 2022 Town of Severance Interim Financial Statements have been reviewed and can be published as part of the January 24, 2022 Council Consent Agenda.


Nancy E. Mueller, CPA
Finance Director

TOWN OF SEVERANCE
COMBINED CASH INVESTMENT
NOVEMBER 30, 2022

COMBINED CASH ACCOUNTS

01-100700	CASH ON HAND	1,459
01-101000	BANK OF CO- CHECKING ***1469	798,219
01-101500	BANK OF CO CREDIT CARD ***1481	17,632
01-102100	COLOTRUST	16,097,103
01-102180	UMB SAFEKEEPING	35,036,532
01-106000	XPRESS DEPOSIT ACCOUNT	196,393
TOTAL COMBINED CASH		52,147,338
01-100000	CASH ALLOCATED TO OTHER FUNDS	(52,147,338)

TOTAL UNALLOCATED CASH

CASH ALLOCATION RECONCILIATION

10	ALLOCATION TO GENERAL FUND	17,997,239
11	ALLOCATION TO CONSERVATION TRUST FUND	105,559
12	ALLOCATION TO TRANSPORTATION FUND	3,818,155
13	ALLOCATION TO PARKS FUND	211,394
14	ALLOCATION TO PUBLIC FACILITIES FUND	1,137,555
15	ALLOCATION TO PUBLIC SAFETY FUND	235,083
51	ALLOCATION TO WATER FUND	15,895,546
52	ALLOCATION TO WASTEWATER FUND	11,402,120
53	ALLOCATION TO STORMWATER FUND	1,342,214
75	ALLOCATION TO CAPITAL PROJECTS	2,473
TOTAL ALLOCATIONS TO OTHER FUNDS		52,147,338
ALLOCATION FROM COMBINED CASH FUND - 01-100000		(52,147,338)

ZERO PROOF IF ALLOCATIONS BALANCE

TOWN OF SEVERANCE
BALANCE SHEET
NOVEMBER 30, 2022

GENERAL FUND

ASSETS

10-100000	CASH - COMBINED FUND	17,997,239	
10-105000	TAXES RECEIVABLE	1,437	
10-105300	CASH W/ WELD COUNTY TREASURER	34,055	
10-105400	PREPAID EXPENSES	2,714	
10-115000	ACCOUNTS RECEIVABLE	9,608	
10-115010	FUEL INVENTORY	3,378	
10-115300	CONTRACT RECEIVABLE	1,072	
10-120000	DEVELOPER RECEIVABLES	4,006	
10-131000	DUE FROM OTHER GOVERNMENTS	173,802	
	TOTAL ASSETS		18,227,310

LIABILITIES AND EQUITY

LIABILITIES

10-202000	ACCOUNTS PAYABLE	119,652	
10-203000	CUSTOMER DEPOSITS-DEVELOPERS	40,945	
10-203500	CUSTOMER DEPOSITS-RENTALS	1,475	
10-211400	COLORADO UNEMPLOYMENT PAYABLE	656	
10-211800	DEFERRED PROPERTY TAXES	1,437	
10-222000	DEFERRED REVENUE	1,635,022	
	TOTAL LIABILITIES		1,799,186

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
10-290000	FUND BALANCE	14,228,472	
	REVENUE OVER EXPENDITURES - YTD	2,199,652	
	BALANCE - CURRENT DATE	16,428,124	
	TOTAL FUND EQUITY		16,428,124
	TOTAL LIABILITIES AND EQUITY		18,227,310

TOWN OF SEVERANCE
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2022

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
REVENUE						
	<u>TAXES</u>					
10-31-1000	GENERAL PROPERTY TAX	(3)	1,797,681	1,799,151	1,470	99.9
10-31-3000	SALES TAX	173,802	1,570,377	1,680,000	109,623	93.5
10-31-4000	USE TAX BUILDING MATERIALS	93,853	1,263,492		(1,263,492)	.0
10-31-8100	SEVERANCE TAX (OIL & GAS)		404,945	5,000	(399,945)	8098.9
10-31-8200	FRANCHISE	29,020	209,169	160,000	(49,169)	130.7
10-31-9000	INTEREST / DELINQUENT TAX		1,753	300	(1,453)	584.3
	TOTAL TAXES	296,672	5,247,417	3,644,451	(1,602,966)	144.0
	<u>LICENSES & PERMITS</u>					
10-32-1000	BUS.LICENSE	(170)	1,805	4,000	2,195	45.1
10-32-1100	LIQUOR LICENSE		500	300	(200)	166.7
10-32-2000	HOME BASED BUSINESS FEES	250	1,250	1,500	250	83.3
10-32-2100	BUILDING PERMIT & LICENSE	45,999	694,751	550,000	(144,751)	126.3
10-32-2600	ANIMAL LICENSES	15	1,455	750	(705)	194.0
10-32-3100	ADMIN. SERVICE DEVELOPMENT FEE	3,300	53,400	59,400	6,000	89.9
10-32-3400	ADMINISTRATION FEES	15,319	213,917		(213,917)	.0
10-32-4100	ROW/HUNT/SIGN/DEVELOP. PERMITS	1,250	8,615	7,500	(1,115)	114.9
10-32-4150	SOLICITOR LICENSES		12,750		(12,750)	.0
	TOTAL LICENSES & PERMITS	65,963	988,443	623,450	(364,993)	158.5
	<u>INTERGOVERNMENTAL</u>					
10-33-4000	STATE GRANTS		57,895		(57,895)	.0
10-33-5000	HIGHWAY USERS	23,736	236,461	259,905	23,444	91.0
10-33-5050	MINERAL LEASE		87,606	35,000	(52,606)	250.3
10-33-5100	MOTOR VEHICLE FEES	3,020	45,927	52,000	6,073	88.3
10-33-5200	COUNTY ROAD & BRIDGE	22,318	89,273	115,000	25,727	77.6
10-33-5300	SPECIFIC OWNERSHIP TAX	8,720	98,976	65,000	(33,976)	152.3
10-33-5600	CIGARETTE TAX	610	4,006	3,000	(1,006)	133.5
10-33-6000	SHARED REVENUE WINDSOR		221,639	100,000	(121,639)	221.6
	TOTAL INTERGOVERNMENTAL	58,404	841,784	629,905	(211,879)	133.6
	<u>CHARGES FOR SERVICES</u>					
10-34-1100	COURT COSTS	300	3,061	2,000	(1,061)	153.0
10-34-1200	POLICE REVENUE	500	57,816	45,000	(12,816)	128.5
10-34-1400	MAPS, PLANS, COPIES	145	4,183	150	(4,033)	2788.8
	TOTAL CHARGES FOR SERVICES	945	65,060	47,150	(17,910)	138.0

TOWN OF SEVERANCE
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>FINES & FORFEITS</u>					
10-35-1000 MUNICIPAL COURT FINES	4,026	52,507	50,000	(2,507)	105.0
10-35-1100 SURCHARGE	265	2,640	2,000	(640)	132.0
10-35-1300 RESTITUTION - TOWN		9,183	100	(9,083)	9183.0
TOTAL FINES & FORFEITS	4,291	64,330	52,100	(12,230)	123.5
<u>MISCELLANEOUS</u>					
10-36-1000 RETURN CHECK CHARGES	60	2,550	1,000	(1,550)	255.0
10-36-1600 SPECIAL ASSESSMENTS			3,981	3,981	.0
10-36-2000 OTHER MISCELLANEOUS REVENUE	(53,078)	19,726	3,000	(16,726)	657.5
10-36-3000 RENT	3,430	37,830	41,200	3,370	91.8
10-36-3500 INTEREST AND DIVIDENDS	26,489	121,301	50,000	(71,301)	242.6
10-36-3550 CHANGE IN MARKET VALUE	66,740	(379,398)		379,398	.0
10-36-4500 MATERIALS AND LABOR		9,723	8,000	(1,723)	121.5
10-36-5000 SPECIAL EVENT REVENUE	838	68,910	25,000	(43,910)	275.6
10-36-5100 SPECIAL EVENT REVENUE-IN-KIND		13,131		(13,131)	.0
10-36-6500 REIMBURSEMENTS/REFUNDS	126,350	133,794		(133,794)	.0
10-36-8050 OIL AND GAS ROYALTIES	1,198	12,861	10,000	(2,861)	128.6
10-36-9900 OTHER REVENUES		523,309		(523,309)	.0
TOTAL MISCELLANEOUS	172,026	563,737	142,181	(421,556)	396.5
TOTAL FUND REVENUE	598,301	7,770,771	5,139,237	(2,631,534)	151.2

EXPENDITURES

TOWN OF SEVERANCE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LEGISLATIVE</u>					
10-41-1100 REGULAR STAFF WAGES	6,138	69,573	79,500	9,927	87.5
10-41-1104 RETIREMENT 457	181	1,985	2,205	220	90.0
10-41-1105 BOARD OF TRUSTEE FEES	700	9,250	15,000	5,750	61.7
10-41-1130 FICA/MEDICARE	521	6,002	5,586	(416)	107.5
10-41-1140 WORKERS COMPENSATION		1,909	200	(1,709)	954.7
10-41-1150 UNEMPLOYMENT	12	138	221	83	62.6
10-41-1160 HEALTH INSURANCE	948	10,426	11,340	914	91.9
10-41-1161 DISABILITY INSURANCE	125	1,380	1,380		100.0
10-41-1162 INSURANCE DEDUCTIBLE REIMBURSE		1,000	1,000		100.0
10-41-2100 LEGAL FEES	7,831	107,172	115,000	7,828	93.2
10-41-3150 TELEPHONE	78	787		(787)	.0
10-41-3180 MILEAGE			1,000	1,000	.0
10-41-3210 INSURANCE AND BONDS		31,165	28,000	(3,165)	111.3
10-41-3330 PUBLISHING/RECORDING	224	1,062	2,600	1,538	40.9
10-41-3350 ORDINANCE CODIFICATION		4,399	3,500	(899)	125.7
10-41-3810 DUES/MEMBERSHIPS/SUBSCRIPTIONS		876	2,700	1,824	32.4
10-41-3820 CONTINUING EDUCATION		5,309	11,000	5,691	48.3
10-41-3825 MEETING/MEALS	450	7,548	10,000	2,452	75.5
10-41-3990 MISCELLANEOUS		1,794	500	(1,294)	358.8
10-41-4320 COMPUTER REPLACE./AUDIO VISUAL		3,502	5,000	1,499	70.0
10-41-4330 COMPUTER SUPPORT AND MAINT		15,715	18,500	2,786	84.9
10-41-4810 UNIFORMS	78	1,081	2,000	919	54.1
10-41-4990 SUPPLIES	72	2,185	1,000	(1,185)	218.5
10-41-5500 TOWN COUNCIL DISCRETIONARY		25,706	144,843	119,137	17.8
10-41-5550 LAND USE ADVISORY COMMITTEE	3,782	31,266	30,000	(1,266)	104.2
10-41-5555 IHOP GRANT	3,806	14,333	50,200	35,867	28.6
10-41-5560 TREE BOARD		1,064	2,000	936	53.2
10-41-8200 ALLOCATION TO WATER FUND	(2,376)	(26,416)	(25,896)	520	(102.0)
10-41-8300 ALLOCATION TO WASTEWATER FUND	(2,262)	(25,155)	(24,663)	492	(102.0)
10-41-8400 ALLOCATION TO STORMWATER FUND	(755)	(8,394)	(8,221)	173	(102.1)
TOTAL LEGISLATIVE	19,553	296,662	485,495	188,833	61.1
<u>ELECTIONS</u>					
10-42-3310 WELD CO COORDINATED ELECTION	9,253	9,253		(9,253)	.0
10-42-3320 PRINTING			10,000	10,000	.0
10-42-3330 PUBLISHING			500	500	.0
10-42-3980 ELECTION JUDGES			2,000	2,000	.0
10-42-3990 JUDGE'S MEALS			500	500	.0
10-42-4340 POSTAGE			4,000	4,000	.0
10-42-4990 SUPPLIES			500	500	.0
TOTAL ELECTIONS	9,253	9,253	17,500	8,248	52.9

TOWN OF SEVERANCE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>JUDICIAL</u>					
10-43-1100 REGULAR STAFF WAGES	1,841	22,469	25,850	3,381	86.9
10-43-1102 OVERTIME			250	250	.0
10-43-1104 RETIREMENT 457	55	626	656	30	95.5
10-43-1130 FICA/MEDICARE	118	1,479	1,672	193	88.5
10-43-1140 WORKERS COMPENSATION		955	25 (	930)	3818.5
10-43-1150 UNEMPLOYMENT	4	46	66	20	70.4
10-43-1160 HEALTH INSURANCE	688	6,884	8,244	1,360	83.5
10-43-1161 DISABILITY INSURANCE	39	434	480	46	90.4
10-43-1162 INSURANCE DEDUCTIBLE REIMBURSE			500	500	.0
10-43-2100 LEGAL FEES	850	9,976	13,000	3,024	76.7
10-43-2110 MUNICIPAL JUDGE	600	6,245	6,600	355	94.6
10-43-3150 TELEPHONE	14	150	(	150)	.0
10-43-3830 TRANSLATOR/JUROR FEES	90	630	1,500	870	42.0
10-43-4310 COURT SUPPLIES		662	200 (	462)	330.8
 TOTAL JUDICIAL	 4,299	 50,556	 59,043	 8,487	 85.6

TOWN OF SEVERANCE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
10-44-1100 REGULAR STAFF WAGES	15,611	188,074	219,003	30,929	85.9
10-44-1101 PART-TIME STAFF WAGES			7,500	7,500	.0
10-44-1102 OVERTIME		558	3,000	2,442	18.6
10-44-1104 RETIREMENT	545	6,272	6,373	101	98.4
10-44-1130 FICA/MEDICARE	1,104	13,516	14,267	751	94.7
10-44-1140 WORKERS COMPENSATION		5,617	250	(5,367)	2246.8
10-44-1150 UNEMPLOYMENT	31	378	537	159	70.3
10-44-1160 HEALTH & LIFE INSURANCE	3,532	38,855	34,044	(4,811)	114.1
10-44-1161 DISABILITY INSURANCE	300	3,304	2,922	(382)	113.1
10-44-1162 INSURANCE DEDUCTIBLE REIMBURSE			2,450	2,450	.0
10-44-2100 LEGAL FEES		342	5,000	4,658	6.8
10-44-2150 HR SERVICES	250	6,679		(6,679)	.0
10-44-2990 OTHER PROFESSIONAL FEES	4,650	8,850		(8,850)	.0
10-44-3110 UTILITIES	871	10,288	11,000	712	93.5
10-44-3150 TELEPHONE	366	3,485	6,000	2,515	58.1
10-44-3162 CC FEES	(1,036)	(1,036)		1,036	.0
10-44-3175 BUILDING REPAIRS & MAINTENANCE	575	11,043	20,000	8,957	55.2
10-44-3177 VEHICLE REPAIRS & MAINTENANCE		4,125	800	(3,325)	515.7
10-44-3210 INSURANCE AND BONDS		35,422	33,000	(2,422)	107.3
10-44-3220 CIRSA DEDUCTIBLES	500	2,292	1,500	(792)	152.8
10-44-3330 PUBLISHING			20,000	20,000	.0
10-44-3350 BAD DEBTS		976		(976)	.0
10-44-3810 DUES/MEMBERSHIPS/SUBSCRIPTIONS		1,009	6,000	4,991	16.8
10-44-3820 CONTINUING EDUCATION		7,508	7,500	(8)	100.1
10-44-3825 MEALS/MISCELLANEOUS	73	1,848	2,000	152	92.4
10-44-3990 MISCELLANEOUS SERVICES/COPIER	678	6,495	3,500	(2,995)	185.6
10-44-3992 SPECIAL EVENT EXPENDITURE	4,632	120,439	155,000	34,561	77.7
10-44-3993 SPECIAL EVENTS IN-KIND COST		13,131		(13,131)	.0
10-44-4000 ADVERTISING	166	1,469	3,000	1,531	49.0
10-44-4310 OFFICE SUPPLIES	323	4,538	6,000	1,462	75.6
10-44-4320 COMPUTER REPLACE./AUDIO VISUAL	481	11,041	40,000	28,959	27.6
10-44-4330 COMPUTER SUPPORT AND MAINT	1,677	31,025	33,575	2,550	92.4
10-44-4340 POSTAGE	504	3,710	3,000	(710)	123.7
10-44-4390 OTHER OFFICE EXPENSE	635	2,021	3,000	979	67.4
10-44-4520 VEHICLE FUEL	(1,290)	1,812	5,000	3,188	36.2
10-44-4810 UNIFORMS	175	1,158	1,100	(58)	105.3
10-44-4990 MISCELLANEOUS SUPPLIES		1,159	3,000	1,841	38.6
10-44-7010 CAPITAL OUTLAY FACILITIES	8,025	60,811		(60,811)	.0
10-44-8000 LEASE PAYMENT		663	1,000	337	66.3
10-44-8200 ALLOCATION TO WATER FUND	(3,301)	(49,445)	(53,354)	(3,909)	(92.7)
10-44-8300 ALLOCATION TO WASTEWATER FUND	(3,143)	(47,081)	(50,813)	(3,732)	(92.7)
10-44-8400 ALLOCATION TO STORMWATER FUND	(1,049)	(15,715)	(16,938)	(1,223)	(92.8)
TOTAL ADMINISTRATION	35,887	496,636	539,216	42,580	92.1

TOWN OF SEVERANCE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>FINANCE</u>					
10-45-1100 REGULAR STAFF WAGES	13,321	159,637	179,658	20,021	88.9
10-45-1102 OVERTIME			100	100	.0
10-45-1104 RETIREMENT 457	400	4,595	5,195	600	88.5
10-45-1130 FICA/MEDICARE	994	12,014	13,247	1,233	90.7
10-45-1140 WORKERS COMPENSATION		4,105	215	(3,890)	1909.3
10-45-1150 UNEMPLOYMENT	27	319	519	200	61.5
10-45-1160 HEALTH & LIFE INSURANCE	2,442	26,741	36,191	9,450	73.9
10-45-1161 DISABILITY INSURANCE	270	2,991	2,994	3	99.9
10-45-1162 INSURANCE DEDUCTIBLE REIMBURSE		1,250	2,150	900	58.1
10-45-2200 AUDIT & ACCOUNTING FEES		20,750	20,000	(750)	103.8
10-45-3150 TELEPHONE	59	648		(648)	.0
10-45-3315 WELD COUNTY TREASURER FEE		17,990	21,000	3,010	85.7
10-45-3340 BANK CHARGES	10	1,010	2,000	990	50.5
10-45-3810 DUES/MEMBERSHIPS/SUBSCRIPTIONS			1,000	1,000	.0
10-45-3820 CONTINUING EDUCATION		3,386	6,000	2,614	56.4
10-45-3825 MEALS/MISCELLANEOUS		57		(57)	.0
10-45-4310 OFFICE SUPPLIES	87	1,003	1,500	497	66.9
10-45-4330 COMPUTER SUPPORT AND MAINT		432	6,500	6,068	6.7
10-45-4810 UNIFORMS	11	546	700	154	77.9
10-45-8200 ALLOCATION TO WATER FUND	(1,586)	(23,167)	(26,322)	(3,155)	(88.0)
10-45-8300 ALLOCATION TO WASTEWATER FUND	(1,510)	(22,060)	(25,069)	(3,009)	(88.0)
10-45-8400 ALLOCATION TO STORMWATER FUND	(504)	(7,363)	(8,356)	(993)	(88.1)
TOTAL FINANCE	14,019	204,885	239,222	34,337	85.7

TOWN OF SEVERANCE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC SAFETY</u>					
10-51-1100 REGULAR STAFF WAGES	55,478	762,165	900,523	138,358	84.6
10-51-1102 OVERTIME	2,322	38,607	40,000	1,393	96.5
10-51-1104 RETIREMENT	228	2,723	3,903	1,180	69.8
10-51-1130 FICA/MEDICARE	1,215	16,092	21,124	5,032	76.2
10-51-1140 WORKERS COMPENSATION		22,927	23,750	823	96.5
10-51-1150 UNEMPLOYMENT	116	1,599	2,702	1,103	59.2
10-51-1155 POLICE PENSION	4,276	56,037	69,338	13,301	80.8
10-51-1160 HEALTH INSURANCE	13,658	167,781	214,464	46,683	78.2
10-51-1161 DISABILITY INSURANCE	2,508	31,951	28,943	(3,008)	110.4
10-51-1162 INSURANCE DEDUCTIBLE REIMBURSE		1,000	12,500	11,500	8.0
10-51-2100 LEGAL FEES		234	1,000	766	23.4
10-51-2300 MEDICAL		525	2,000	1,475	26.3
10-51-2310 PSYCHOLOGICAL			1,500	1,500	.0
10-51-2900 CONTRACT POLICE SERVICES		750		(750)	.0
10-51-2990 OTHER PROFESSIONAL FEES	1,001	27,711	40,000	12,289	69.3
10-51-3110 UTILITIES	471	4,389	5,000	611	87.8
10-51-3150 TELEPHONE/PAGERS	1,599	16,599	20,000	3,401	83.0
10-51-3170 REPAIRS & MAINTENANCE		1,456	3,000	1,544	48.5
10-51-3175 BUILDING REPAIRS & MAINTENANCE	280	3,096		(3,096)	.0
10-51-3177 VEHICLE REPAIRS & MAINTENANCE	7,606	42,347	37,000	(5,347)	114.5
10-51-3180 MILEAGE		51	500	449	10.2
10-51-3210 INSURANCE AND BONDS		43,733	42,000	(1,733)	104.1
10-51-3220 CIRSA DEDUCTIBLES			10,000	10,000	.0
10-51-3320 PRINTING/FORMS	289	4,221	5,000	779	84.4
10-51-3610 DISPATCH COMMUNICATIONS		4,186	25,000	20,814	16.7
10-51-3630 MENTAL HEALTH CO-RESP. PROGRAM			30,000	30,000	.0
10-51-3640 DRUG TASK FORCE		1,000	1,000		100.0
10-51-3650 DOG TAGS/IMPOUND FEES		350	1,000	650	35.0
10-51-3740 RADIO MAINTENANCE		890	2,500	1,610	35.6
10-51-3810 DUES/MEMBERSHIPS/SUBSCRIPTIONS		775	2,500	1,725	31.0
10-51-3820 CONTINUING EDUCATION & TRAIN	571	10,707	13,000	2,293	82.4
10-51-3825 MEALS/MISCELLANEOUS		1,058	1,000	(58)	105.8
10-51-3840 CONFINEMENT FEES			2,000	2,000	.0
10-51-3850 LAB TESTING FEES		176	2,500	2,324	7.1
10-51-3950 TOWING			1,000	1,000	.0
10-51-3990 MISCELLANEOUS SERVICES		770	2,000	1,230	38.5
10-51-4300 OFFICE FURNITURE			1,000	1,000	.0
10-51-4310 OFFICE SUPPLIES	97	2,334	3,000	666	77.8
10-51-4320 COMPUTER REPLACE./AUDIO VISUAL		2,229		(2,229)	.0
10-51-4330 COMPUTER SUPPORT AND MAINT	1,677	24,529	46,775	22,246	52.4
10-51-4340 POSTAGE		19	200	181	9.4
10-51-4520 VEHICLE FUEL	3,268	30,495	35,000	4,506	87.1
10-51-4720 EQUIPMENT FOR PATROL		4,702	5,000	298	94.0
10-51-4730 EQUIPMENT FOR TRAINING	915	4,567	5,000	433	91.3
10-51-4740 EQUIPMENT FOR INVEST./EVIDENCE		3,743	5,000	1,257	74.9
10-51-4810 UNIFORMS	198	18,128	15,000	(3,128)	120.9
10-51-4990 MISCELLANEOUS SUPPLIES		3,493	5,000	1,507	69.9
10-51-7000 CAPITAL OUTLAY		293,059	288,825	(4,234)	101.5
10-51-7550 VEHICLES		159,179	159,260	81	100.0
10-51-7990 OTHER SMALL EQUIPMENT		2,433	3,000	567	81.1
TOTAL PUBLIC SAFETY	97,772	1,814,816	2,139,807	324,991	84.8

TOWN OF SEVERANCE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>STREETS / MAINTENANCE</u>					
10-61-1100 REGULAR STAFF WAGES	7,871	111,835	133,094	21,259	84.0
10-61-1102 OVERTIME	119	2,100	5,000	2,900	42.0
10-61-1104 RETIREMENT	240	3,146	3,993	847	78.8
10-61-1130 FICA/MEDICARE	547	8,069	11,712	3,643	68.9
10-61-1140 WORKERS COMPENSATION		4,582	3,600	(982)	127.3
10-61-1150 UNEMPLOYMENT	16	227	399	172	56.9
10-61-1160 HEALTH & LIFE INSURANCE	2,117	28,762	37,140	8,378	77.4
10-61-1161 DISABILITY INSURANCE	161	2,162	2,514	352	86.0
10-61-1162 INSURANCE DEDUCTIBLE REIMBURSE			2,400	2,400	.0
10-61-2990 OTHER PROFESSIONAL FEES	95	95	500	405	19.0
10-61-3150 TELEPHONE	70	1,048	1,500	452	69.9
10-61-3161 STREET LIGHTING	6,777	69,000	80,000	11,000	86.3
10-61-3170 REPAIRS & MAINTENANCE		2,120		(2,120)	.0
10-61-3172 REPAIRS & MAINTENANCE - STREET	72,416	168,555	175,000	6,445	96.3
10-61-3173 REPAIRS & MAINTENANCE - EQUIPM	84	27,734	41,000	13,266	67.6
10-61-3175 BUILDING REPAIRS & MAINTENANCE	(53)	1,106		(1,106)	.0
10-61-3177 VEHICLE REPAIRS & MAINTENANCE	1,551	10,084	12,000	1,916	84.0
10-61-3820 CONTINUING EDUCATION	311	1,480	2,000	520	74.0
10-61-3990 MISCELLANEOUS SERVICES		600		(600)	.0
10-61-4311 STREET SUPPLIES		2,078	5,000	2,922	41.6
10-61-4330 COMPUTER SUPPORT & MAINTENANCE	278	4,074	4,438	364	91.8
10-61-4520 VEHICLE FUEL	1,805	9,752	14,000	4,248	69.7
10-61-4810 UNIFORMS		419	900	481	46.5
10-61-4990 MISCELLANEOUS SUPPLIES		1,841	2,500	659	73.6
10-61-5000 STREET SIGNS		15,601	15,000	(601)	104.0
10-61-5001 SNOW AND ICE REMOVAL	7,385	48,108	40,000	(8,108)	120.3
10-61-7000 CAPITAL OUTLAY		25,574		(25,574)	.0
TOTAL STREETS / MAINTENANCE	101,791	550,155	593,690	43,535	92.7

TOWN OF SEVERANCE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC WORKS OVERHEAD</u>					
10-64-1100 REGULAR STAFF WAGES	658	11,591	14,767	3,176	78.5
10-64-1102 OVERTIME		329	500	171	65.8
10-64-1104 RETIREMENT	20	344	533	189	64.6
10-64-1130 FICA/MEDICARE	46	841	1,359	518	61.9
10-64-1140 WORKERS COMPENSATION		573	300	(273)	190.9
10-64-1150 UNEMPLOYMENT	1	24	53	29	45.0
10-64-1160 HEALTH & LIFE INSURANCE	309	3,773	4,830	1,057	78.1
10-64-1161 DISABILITY INSURANCE	22	286	348	62	82.2
10-64-1162 INSURANCE DEDUCTIBLE REIMBURSE			300	300	.0
10-64-2990 OTHER PROFESSIONAL FEES		5		(5)	.0
10-64-3110 UTILITIES	2,952	18,681	24,000	5,319	77.8
10-64-3150 TELEPHONES & INTERNET	65	726	6,800	6,074	10.7
10-64-3175 BUILDING REPAIRS & MAINTENANCE	585	11,481	14,000	2,519	82.0
10-64-3177 VEHICLE REPAIRS & MAINTENANCE	20	441	1,000	559	44.1
10-64-3210 INSURANCE AND BONDS		41,921	38,000	(3,921)	110.3
10-64-3690 MOSQUITO CONTROL		21,951	30,000	8,049	73.2
10-64-3820 CONTINUING EDUCATION	50	456	1,000	544	45.6
10-64-3825 MEALS, MEETINGS AND TRAVEL		477	500	23	95.4
10-64-3990 MISCELLANEOUS SERVICES	195	1,596	2,500	904	63.9
10-64-4310 OFFICE SUPPLIES	184	738	1,000	262	73.8
10-64-4330 COMPUTER SUPPORT & MAINTENANCE	278	4,074	4,438	364	91.8
10-64-4520 VEHICLE FUEL	(26)	803	1,350	547	59.5
10-64-4810 UNIFORMS	83	348	450	102	77.4
10-64-4990 MISC SUPPLIES	123	3,916	4,000	84	97.9
10-64-5001 TORNADO SIRENS			2,500	2,500	.0
10-64-7990 OTHER SMALL EQUIPMENT			1,000	1,000	.0
TOTAL PUBLIC WORKS OVERHEAD	5,564	125,378	155,528	30,150	80.6

TOWN OF SEVERANCE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PARKS / GREEN SPACE</u>					
10-65-1100 REGULAR STAFF WAGES	6,556	92,382	140,330	47,948	65.8
10-65-1101 PART-TIME STAFF WAGES		21,033	25,000	3,968	84.1
10-65-1102 OVERTIME	119	1,771	5,500	3,729	32.2
10-65-1104 RETIREMENT	200	2,575	4,765	2,190	54.0
10-65-1130 FICA/MEDICARE	454	8,278	14,446	6,168	57.3
10-65-1140 WORKERS COMPENSATION		5,728	4,500	(1,228)	127.3
10-65-1150 UNEMPLOYMENT	13	230	476	246	48.3
10-65-1160 HEALTH & LIFE INSURANCE	1,665	23,410	50,368	26,958	46.5
10-65-1161 DISABILITY INSURANCE	125	1,723	3,030	1,307	56.9
10-65-1162 INSURANCE DEDUCTIBLE REIMBURSE			3,000	3,000	.0
10-65-2990 OTHER PROFESSIONAL FEES		775	300	(475)	258.2
10-65-3110 UTILITIES	1,257	19,871	19,000	(871)	104.6
10-65-3150 TELEPHONE/PAGERS	127	1,676	1,800	124	93.1
10-65-3171 VANDALISM	1,100	3,659		(3,659)	.0
10-65-3172 TREE & LANDSCAPE MAINTENANCE		2,509	4,000	1,491	62.7
10-65-3173 REPAIRS & MAINTENANCE - EQUIPM	688	11,318	15,500	4,182	73.0
10-65-3175 BUILDING REPAIRS & MAINTENANCE	(53)	1,106		(1,106)	.0
10-65-3176 GROUNDS MAINTENANCE	498	11,903	12,000	97	99.2
10-65-3177 VEHICLE REPAIRS & MAINTENANCE	993	7,194	8,500	1,306	84.6
10-65-3210 INSURANCE AND BONDS		1,078	1,000	(78)	107.8
10-65-3810 DUES/MEMBERSHIPS/SUBSCRIPTIONS		267		(267)	.0
10-65-3820 CONTINUING EDUCATION	450	1,222	3,000	1,778	40.7
10-65-3990 SERVICES		330		(330)	.0
10-65-4330 COMPUTER SUPPORT & MAINTENANCE	278	4,074	4,438	364	91.8
10-65-4520 VEHICLE FUEL	1,811	8,627	10,000	1,373	86.3
10-65-4810 UNIFORMS		499	1,050	551	47.5
10-65-4990 SUPPLIES	94	12,875	18,000	5,125	71.5
10-65-4995 EQUIPMENT		7,244	10,000	2,756	72.4
10-65-6000 TREE CITY USA		16,920	19,200	2,280	88.1
10-65-7000 CAPITAL OUTLAY		3,242	10,115	6,873	32.1
10-65-7990 OTHER SMALL EQUIPMENT		7,450		(7,450)	.0
TOTAL PARKS / GREEN SPACE	16,377	280,968	389,318	108,350	72.2

TOWN OF SEVERANCE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2022

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	COMMUNITY DEVELOPMENT					
10-70-1100	REGULAR STAFF WAGES	13,251	164,918	227,305	62,387	72.6
10-70-1102	OVERTIME	180	180	(	180)	.0
10-70-1104	RETIREMENT	480	5,611	7,488	1,877	74.9
10-70-1130	FICA/MEDICARE	1,007	12,418	17,389	4,971	71.4
10-70-1140	WORKERS COMPENSATION		6,778	610	(	6,168)
10-70-1150	UNEMPLOYMENT	27	330	682	352	48.4
10-70-1160	HEALTH & LIFE INSURANCE	2,462	28,028	35,033	7,005	80.0
10-70-1161	DISABILITY INSURANCE	280	3,084	3,540	456	87.1
10-70-1162	INSURANCE DEDUCTIBLE REIMBURSE			3,050	3,050	.0
10-70-2500	ENGINEERING	1,582	44,914	40,000	(	4,914)
10-70-2600	PLANNING SERVICES	740	17,081	40,000	22,919	42.7
10-70-2980	BUILDING INSPECTIONS & LICENSE	34,376	416,945	550,000	133,055	75.8
10-70-2990	OTHER PROFESSIONAL FEES		380	2,500	2,120	15.2
10-70-3110	UTILITIES	69	2,398	5,000	2,602	48.0
10-70-3150	TELEPHONE	86	1,155	2,800	1,645	41.3
10-70-3173	REPAIRS & MAINTENANCE - EQUIPM		3,664	3,800	136	96.4
10-70-3175	BUILDING REPAIRS & MAINTENANCE		84	2,000	1,916	4.2
10-70-3330	PUBLISHING/COMMUNICATIONS	80	230	5,000	4,770	4.6
10-70-3810	DUES & MEMBERSHIPS		3,490	2,800	(	690)
10-70-3820	CONTINUING EDUCATION		917	3,000	2,083	30.6
10-70-3825	MEALS/MISCELLANEOUS/TRAVEL			200	200	.0
10-70-3990	SERVICES		9,150	(	9,150)	.0
10-70-4099	DEVELOPER EXP.TO BE REIMBURSED	(	5,541)	13,175	(	13,175)
10-70-4310	OFFICE SUPPLIES	55	1,006	1,000	(	6)
10-70-4320	COMPUTER REPLACE./AUDIO VISUAL	4,099	4,359		(	4,359)
10-70-4330	COMPUTER SUPPORT	1,669	28,343	32,625	4,282	86.9
10-70-4520	VEHICLE FUEL	90	2,659	3,500	841	76.0
10-70-4810	UNIFORMS		419	600	181	69.8
10-70-4987	ECONOMIC DEVELOPMENT	579	23,741	20,000	(	3,741)
10-70-4989	TRAIL DEVELOPMENT		10,000	10,000		100.0
10-70-7530	PROFESSIONAL SERVICES		215		(	215)
	TOTAL COMMUNITY DEVELOPMENT	55,570	805,673	1,019,922	214,249	79.0
	TRANSFERS TO OTHER FUNDS					
10-90-9011	TRANSFERS TO OTHER FUNDS		936,137		(	936,137)
	TOTAL TRANSFERS TO OTHER FUNDS		936,137		(	936,137)
	TOTAL FUND EXPENDITURES	360,084	5,571,119	5,638,741	67,622	98.8
	NET REVENUE OVER EXPENDITURES	238,216	2,199,652	(	499,504)	(

TOWN OF SEVERANCE
BALANCE SHEET
NOVEMBER 30, 2022

CONSERVATION TRUST FUND

<u>ASSETS</u>			
11-100000	CASH - COMBINED FUND	105,559	
	TOTAL ASSETS		105,559
<u>LIABILITIES AND EQUITY</u>			
<u>FUND EQUITY</u>			
UNAPPROPRIATED FUND BALANCE:			
11-290000	FUND BALANCE	52,486	
	REVENUE OVER EXPENDITURES - YTD	53,073	
	BALANCE - CURRENT DATE	105,559	
	TOTAL FUND EQUITY		105,559
	TOTAL LIABILITIES AND EQUITY		105,559

TOWN OF SEVERANCE
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2022

CONSERVATION TRUST FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
REVENUE						
	<u>INTERGOVERNMENTAL</u>					
11-33-5900	COLORADO LOTTERY		75,274		(75,274)	.0
	TOTAL INTERGOVERNMENTAL		75,274		(75,274)	.0
	<u>MISCELLANEOUS</u>					
11-36-3500	INTEREST AND DIVIDENDS	143	622		(622)	.0
11-36-3550	CHANGE IN MARKET VALUE	309	(1,946)		1,946	.0
	TOTAL MISCELLANEOUS	452	(1,324)		1,324	.0
	TOTAL FUND REVENUE	452	73,950		(73,950)	.0
EXPENDITURES						
	<u>TRANSFERS TO OTHER FUNDS</u>					
11-90-9010	TRANSFERS TO OTHER FUNDS		20,877		(20,877)	.0
	TOTAL TRANSFERS TO OTHER FUNDS		20,877		(20,877)	.0
	TOTAL FUND EXPENDITURES		20,877		(20,877)	.0
	NET REVENUE OVER EXPENDITURES	452	53,073		(53,073)	.0

TOWN OF SEVERANCE
BALANCE SHEET
NOVEMBER 30, 2022

TRANSPORTATION FUND

<u>ASSETS</u>			
12-100000	CASH - COMBINED FUND	3,818,155	
	TOTAL ASSETS		3,818,155
<u>LIABILITIES AND EQUITY</u>			
<u>LIABILITIES</u>			
12-202000	ACCOUNTS PAYABLE	2,245	
	TOTAL LIABILITIES		2,245
<u>FUND EQUITY</u>			
	UNAPPROPRIATED FUND BALANCE:		
12-290000	FUND BALANCE	3,615,070	
	REVENUE OVER EXPENDITURES - YTD	200,841	
	BALANCE - CURRENT DATE	3,815,911	
	TOTAL FUND EQUITY		3,815,911
	TOTAL LIABILITIES AND EQUITY		3,818,155

TOWN OF SEVERANCE
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2022

TRANSPORTATION FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
REVENUE						
	<u>IMPACT FEES</u>					
12-34-3000	ROAD INFRASTRUCTURE FEE	27,751	485,961		(485,961)	.0
	TOTAL IMPACT FEES	27,751	485,961		(485,961)	.0
	<u>MISCELLANEOUS</u>					
12-36-3500	INTEREST AND DIVIDENDS	5,653	26,332		(26,332)	.0
12-36-3550	CHANGE IN MARKET VALUE	14,944	(82,359)		82,359	.0
	TOTAL MISCELLANEOUS	20,597	(56,027)		56,027	.0
	<u>TRANSFERS FROM OTHER FUNDS</u>					
12-39-1000	TRANSFERS FROM OTHER FUNDS		560,859		(560,859)	.0
	TOTAL TRANSFERS FROM OTHER FUNDS		560,859		(560,859)	.0
	TOTAL FUND REVENUE	48,348	990,793		(990,793)	.0
EXPENDITURES						
	<u>STREETS CAPITAL OUTLAY</u>					
12-61-7400	OVERLAYS AND CHIPSEALS		560,859	600,000	39,141	93.5
12-61-7800	MASTER PLAN		1,054		(1,054)	.0
	TOTAL STREETS CAPITAL OUTLAY		561,913	600,000	38,087	93.7
	<u>CR 74 IMPROVEMENTS PROJECT</u>					
12-83-2100	LEGAL FEES	117	585		(585)	.0
12-83-2400	ENGINEERING	2,128	227,454	100,000	(127,454)	227.5
12-83-7500	CONSTRUCTION			3,041,000	3,041,000	.0
	TOTAL CR 74 IMPROVEMENTS PROJECT	2,245	228,039	3,141,000	2,912,961	7.3
	TOTAL FUND EXPENDITURES	2,245	789,952	3,741,000	2,951,048	21.1
	NET REVENUE OVER EXPENDITURES	46,103	200,841	(3,741,000)	(3,941,841)	5.4

TOWN OF SEVERANCE
BALANCE SHEET
NOVEMBER 30, 2022

PARKS FUND

<u>ASSETS</u>			
13-100000	CASH - COMBINED FUND	211,394	
	TOTAL ASSETS		211,394
<u>LIABILITIES AND EQUITY</u>			
<u>FUND EQUITY</u>			
UNAPPROPRIATED FUND BALANCE:			
13-290000	FUND BALANCE	327,892	
	REVENUE OVER EXPENDITURES - YTD	(116,498)	
	BALANCE - CURRENT DATE	211,394	
	TOTAL FUND EQUITY		211,394
	TOTAL LIABILITIES AND EQUITY		211,394

TOWN OF SEVERANCE
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2022

		PARKS FUND				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
REVENUE						
	<u>IMPACT FEES</u>					
13-34-7400	PARKS FEES	15,680	254,560		(254,560)	.0
	TOTAL IMPACT FEES	15,680	254,560		(254,560)	.0
	<u>MISCELLANEOUS</u>					
13-36-3500	INTEREST AND DIVIDENDS	359	1,826		(1,826)	.0
13-36-3550	CHANGE IN MARKET VALUE	1,191	(5,711)		5,711	.0
	TOTAL MISCELLANEOUS	1,550	(3,885)		3,885	.0
	TOTAL FUND REVENUE	17,230	250,675		(250,675)	.0
EXPENDITURES						
	<u>TRANSFERS TO OTHER FUNDS</u>					
13-90-9010	TRANSFERS TO OTHER FUNDS		367,173		(367,173)	.0
	TOTAL TRANSFERS TO OTHER FUNDS		367,173		(367,173)	.0
	TOTAL FUND EXPENDITURES		367,173		(367,173)	.0
	NET REVENUE OVER EXPENDITURES	17,230	(116,498)		116,498	.0

TOWN OF SEVERANCE
BALANCE SHEET
NOVEMBER 30, 2022

PUBLIC FACILITIES FUND

<u>ASSETS</u>			
14-100000	CASH – COMBINED FUND	1,137,555	
	TOTAL ASSETS		1,137,555
<u>LIABILITIES AND EQUITY</u>			
<u>FUND EQUITY</u>			
UNAPPROPRIATED FUND BALANCE:			
14-290000	FUND BALANCE	972,341	
	REVENUE OVER EXPENDITURES - YTD	165,213	
	BALANCE - CURRENT DATE	1,137,555	
	TOTAL FUND EQUITY		1,137,555
	TOTAL LIABILITIES AND EQUITY		1,137,555

TOWN OF SEVERANCE
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2022

PUBLIC FACILITIES FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
REVENUE						
	<u>IMPACT FEES</u>					
14-32-3000	PUBLIC FACILITIES IMPACT FEE	11,000	178,000		(178,000)	.0
	TOTAL IMPACT FEES	11,000	178,000		(178,000)	.0
	<u>MISCELLANEOUS</u>					
14-36-3500	INTEREST AND DIVIDENDS	1,454	6,010		(6,010)	.0
14-36-3550	CHANGE IN MARKET VALUE	2,640	(18,796)		18,796	.0
	TOTAL MISCELLANEOUS	4,094	(12,787)		12,787	.0
	TOTAL FUND REVENUE	15,094	165,213		(165,213)	.0
	NET REVENUE OVER EXPENDITURES	15,094	165,213		(165,213)	.0

TOWN OF SEVERANCE
BALANCE SHEET
NOVEMBER 30, 2022

PUBLIC SAFETY FUND

<u>ASSETS</u>			
15-100000	CASH – COMBINED FUND	235,083	
	TOTAL ASSETS		235,083
<u>LIABILITIES AND EQUITY</u>			
<u>FUND EQUITY</u>			
UNAPPROPRIATED FUND BALANCE:			
15-290000	FUND BALANCE	148,858	
	REVENUE OVER EXPENDITURES - YTD	86,225	
	BALANCE - CURRENT DATE	235,083	
	TOTAL FUND EQUITY		235,083
	TOTAL LIABILITIES AND EQUITY		235,083

TOWN OF SEVERANCE
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2022

		PUBLIC SAFETY FUND				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
REVENUE						
<u>IMPACT FEES</u>						
15-32-3000	PUBLIC SAFETY IMPACT FEE	5,500	89,500		(89,500)	.0
	TOTAL IMPACT FEES	5,500	89,500		(89,500)	.0
<u>MISCELLANEOUS</u>						
15-36-3500	INTEREST AND DIVIDENDS	338	1,539		(1,539)	.0
15-36-3550	CHANGE IN MARKET VALUE	839	(4,814)		4,814	.0
	TOTAL MISCELLANEOUS	1,177	(3,275)		3,275	.0
	TOTAL FUND REVENUE	6,677	86,225		(86,225)	.0
	NET REVENUE OVER EXPENDITURES	6,677	86,225		(86,225)	.0

TOWN OF SEVERANCE
BALANCE SHEET
NOVEMBER 30, 2022

WATER FUND

ASSETS

51-100000	CASH - COMBINED FUND	15,895,546	
51-115000	ACCOUNTS RECEIVABLE	127,816	
51-115005	PARTS INVENTORY	51,481	
51-115300	CONTRACT RECEIVABLE	93	
51-162100	ACCUMULATED DEPRECIATION	(1,159,994)	
51-163000	WATER SYSTEM	7,769,490	
51-164000	EQUIPMENT	170,739	
51-165000	CONSTRUCTION IN PROGRESS	1,015,365	
51-166000	WATER RIGHTS	34,176,374	
51-167000	PURCHASE CAPACITY	3,398,850	
51-168000	BUILDINGS	163,907	
51-168500	NISP PROJECT	4,370,069	
TOTAL ASSETS			65,979,735

LIABILITIES AND EQUITY

LIABILITIES

51-202000	ACCOUNTS PAYABLE	39,686	
51-212000	ACCRUED COMPENSATED ABSENCES	12,657	
51-222000	HYDRANT METER DEPOSITS	10,500	
TOTAL LIABILITIES			62,844

FUND EQUITY

51-273000	CONTRIBUTED CAPITAL - DEVELOPM	6,848,000	
UNAPPROPRIATED FUND BALANCE:			
51-290000	RETAINED EARNINGS	59,440,057	
	REVENUE OVER EXPENDITURES - YTD	(371,166)	
BALANCE - CURRENT DATE		59,068,892	
TOTAL FUND EQUITY			65,916,892
TOTAL LIABILITIES AND EQUITY			65,979,735

TOWN OF SEVERANCE
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2022

WATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
REVENUE						
	<u>CHARGES FOR SERVICES</u>					
51-34-1000	WATER SALES- WATER BILLS	124,089	1,772,875	1,634,927	(137,948)	108.4
	TOTAL CHARGES FOR SERVICES	124,089	1,772,875	1,634,927	(137,948)	108.4
	<u>MISCELLANEOUS</u>					
51-36-2000	WATER PIT/METER SET FEE	1,464	93,715		(93,715)	.0
51-36-3000	WATER RENTAL		31,763		(31,763)	.0
51-36-3500	INTEREST AND DIVIDENDS	26,861	136,133		(136,133)	.0
51-36-3550	CHANGE IN MARKET VALUE	88,388	(425,789)		425,789	.0
51-36-6500	WATER ACQUISITION FEE	20,000	688,750		(688,750)	.0
51-36-9900	OTHER REVENUES		1,676		(1,676)	.0
	TOTAL MISCELLANEOUS	136,714	526,248		(526,248)	.0
	<u>LOCAL PLANT INVESTMENT FEES</u>					
51-37-7150	LOCAL PLANT INVESTMENT FEE	107,100	1,302,700		(1,302,700)	.0
	TOTAL LOCAL PLANT INVESTMENT FEES	107,100	1,302,700		(1,302,700)	.0
	TOTAL FUND REVENUE	367,902	3,601,823	1,634,927	(1,966,896)	220.3
EXPENDITURES						
	<u>ADMINISTRATION</u>					
51-81-1100	REGULAR STAFF WAGES	1,491	18,339	19,383	1,044	94.6
51-81-1102	OVERTIME			200	200	.0
51-81-1104	RETIREMENT	45	514	581	67	88.6
51-81-1130	FICA/MEDICARE	114	1,404	1,483	79	94.7
51-81-1140	WORKERS COMPENSATION		573	40	(533)	1432.0
51-81-1150	UNEMPLOYMENT	3	37	58	21	63.3
51-81-1160	HEALTH & LIFE INSURANCE	379	4,170	4,536	366	91.9
51-81-1161	DISABILITY INSURANCE	34	379	408	29	93.0
51-81-3162	CC FEES		14,382	11,500	(2,882)	125.1
51-81-4330	COMPUTER SUPPORT AND MAINT	278	4,074	4,438	364	91.8
51-81-4345	MAILING SERVICE	556	6,781	7,500	719	90.4
	TOTAL ADMINISTRATION	2,901	50,655	50,127	(528)	101.1

TOWN OF SEVERANCE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2022

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>WATER OPERATIONS</u>					
51-82-1100 REGULAR STAFF WAGES	15,953	188,555	195,620	7,065	96.4
51-82-1102 OVERTIME	440	5,072	3,000	(2,072)	169.1
51-82-1104 RETIREMENT	569	6,458	6,537	79	98.8
51-82-1130 FICA/MEDICARE	1,192	14,202	14,965	763	94.9
51-82-1140 WORKERS COMPENSATION		5,441	4,125	(1,316)	131.9
51-82-1150 UNEMPLOYMENT	33	387	587	200	65.9
51-82-1160 HEALTH & LIFE INSURANCE	3,927	38,375	45,088	6,713	85.1
51-82-1161 DISABILITY INSURANCE	339	3,436	3,578	142	96.0
51-82-1162 INSURANCE DEDUCTIBLE REIMBURSE		250	2,750	2,500	9.1
51-82-2100 LEGAL FEES		12,317	23,500	11,183	52.4
51-82-2400 ENGINEERING			2,000	2,000	.0
51-82-2410 WATER SYSTEM IMPROVE. PERMIT			500	500	.0
51-82-2900 OTHER PROFESSIONAL FEES	1,500	8,954	25,000	16,046	35.8
51-82-3110 UTILITIES	884	13,088	22,000	8,912	59.5
51-82-3150 TELEPHONE	137	1,746	2,200	454	79.4
51-82-3173 REPAIRS & MAINTENANCE - EQUIPM		15,325	22,000	6,675	69.7
51-82-3177 VEHICLE REPAIRS & MAINTENANCE	223	5,391	6,000	609	89.9
51-82-3178 SYSTEM REPAIR & MAINTENANCE	3,533	7,950	30,000	22,050	26.5
51-82-3200 SAMPLING/TESTING	24	1,848	7,500	5,652	24.6
51-82-3810 DUES/MEMBERSHIPS/SUBSCRIPTIONS		450	1,500	1,050	30.0
51-82-3820 CONTINUING EDUCATION	190	2,239	2,450	211	91.4
51-82-3825 MEETING/MEALS/TRAVEL		40		(40)	.0
51-82-3990 OTHER SERVICES	480	5,733	15,000	9,267	38.2
51-82-4120 WATER SYSTEM SUPPLIES	1,778	1,849	15,000	13,151	12.3
51-82-4130 METER SET SUPPLIES	(9,866)	81,534		(81,534)	.0
51-82-4520 VEHICLE FUEL	1,018	11,745	13,000	1,255	90.3
51-82-4810 UNIFORMS		275	350	75	78.6
51-82-4990 MISCELLANEOUS SUPPLIES	1,026	8,532	10,000	1,468	85.3
51-82-4995 WATER TREATMENT & DISTRIBUTION	30,217	685,244	1,000,000	314,757	68.5
51-82-4996 AUGMENTATION PUMPING FEE			1,500	1,500	.0
51-82-4997 WATER SHARE ASSESSMENTS		82,859	120,000	37,141	69.1
51-82-7990 OTHER SMALL EQUIPMENT		7,450		(7,450)	.0
51-82-8000 LEASE PAYMENT			6,148	6,148	.0
51-82-8200 ADMIN OVERHEAD ALLOCATION	7,263	99,029	105,572	6,543	93.8
TOTAL WATER OPERATIONS	60,860	1,315,772	1,707,470	391,698	77.1

TOWN OF SEVERANCE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2022

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>WATER CAPITAL</u>					
51-83-2100 LEGAL FEES	176	2,076		(2,076)	.0
51-83-2400 ENGINEERING	3,293	37,243	161,653	124,411	23.0
51-83-7500 CONSTRUCTION			5,950,000	5,950,000	.0
51-83-7540 LAND		71,500		(71,500)	.0
51-83-7545 BUILDING/STRUCTURE			400,000	400,000	.0
51-83-7550 VEHICLES			7,500	7,500	.0
51-83-7562 WATER AQUISITION		3,192		(3,192)	.0
51-83-7565 SYSTEM IMPROVEMENTS		14,037	289,708	275,672	4.9
51-83-7750 ROW			94,500	94,500	.0
TOTAL WATER CAPITAL	3,468	128,046	6,903,361	6,775,315	1.9
<u>LOCAL PLANT INVESTMENT EXPENSE</u>					
51-84-2100 LEGAL FEES	585	2,516		(2,516)	.0
51-84-7530 PROFESSIONAL SERVICES	829	44,402	15,738	(28,664)	282.1
51-84-7540 NORTHERN INTEGRATED SUPPLY		950,000	1,000,000	50,000	95.0
TOTAL LOCAL PLANT INVESTMENT EXPENS	1,414	996,917	1,015,738	18,821	98.2
<u>OTHER PLANT INVESTMENT EXPENSE</u>					
51-85-2100 LEGAL FEES		78		(78)	.0
51-85-4996 OTHER PLANT INVESTMENT EXPENSE		1,481,211	2,200,000	718,789	67.3
TOTAL OTHER PLANT INVESTMENT EXPEN		1,481,289	2,200,000	718,711	67.3
<u>TRANSFERS TO OTHER FUNDS</u>					
51-90-9010 TRANSFERS TO OTHER FUNDS		310		(310)	.0
TOTAL TRANSFERS TO OTHER FUNDS		310		(310)	.0
TOTAL FUND EXPENDITURES	68,642	3,972,989	11,876,696	7,903,707	33.5
NET REVENUE OVER EXPENDITURES	299,260	(371,166)	(10,241,769)	(9,870,603)	(3.6)

TOWN OF SEVERANCE
BALANCE SHEET
NOVEMBER 30, 2022

WASTEWATER FUND

ASSETS

52-100000	CASH - COMBINED FUND	11,402,120	
52-115000	ACCOUNTS RECEIVABLE	102,349	
52-115002	MISCELLANEOUS RECEIVABLE	246,255	
52-115300	CONTRACT RECEIVABLE	54	
52-162100	ACCUMULATED DEPRECIATION	(2,927,732)	
52-163000	SEWER SYSTEM	14,642,898	
52-164000	EQUIPMENT	162,088	
52-165000	CONSTRUCTION IN PROGRESS	617,710	
52-168000	BUILDINGS	69,807	
TOTAL ASSETS			24,315,549

LIABILITIES AND EQUITY

LIABILITIES

52-202000	ACCOUNTS PAYABLE	25,924	
52-212000	ACCRUED COMPENSATED ABSENCES	12,213	
TOTAL LIABILITIES			38,137

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
52-290000	RETAINED EARNINGS	23,594,252	
	REVENUE OVER EXPENDITURES - YTD	683,160	
BALANCE - CURRENT DATE		24,277,412	
TOTAL FUND EQUITY			24,277,412
TOTAL LIABILITIES AND EQUITY			24,315,549

TOWN OF SEVERANCE
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2022

WASTEWATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
REVENUE						
	<u>CHARGES FOR SERVICES</u>					
52-34-1000	WASTEWATER TREATMENT FEES	97,421	1,057,468	1,050,261	(7,207)	100.7
	TOTAL CHARGES FOR SERVICES	97,421	1,057,468	1,050,261	(7,207)	100.7
	<u>MISCELLANEOUS</u>					
52-36-3500	INTEREST AND DIVIDENDS	17,985	87,425		(87,425)	.0
52-36-3550	CHANGE IN MARKET VALUE	53,307	(273,443)		273,443	.0
	TOTAL MISCELLANEOUS	71,292	(186,018)		186,018	.0
	<u>WASTEWATER PLANT INVEST. FEE</u>					
52-38-7100	WASTEWATER PLANT INVEST. FEE	65,818	1,027,906		(1,027,906)	.0
	TOTAL WASTEWATER PLANT INVEST. FEE	65,818	1,027,906		(1,027,906)	.0
	TOTAL FUND REVENUE	234,531	1,899,356	1,050,261	(849,095)	180.9
EXPENDITURES						
	<u>WASTEWATER ADMINISTRATION</u>					
52-81-1100	REGULAR STAFF WAGES	932	11,473	12,115	642	94.7
52-81-1102	OVERTIME			125	125	.0
52-81-1104	RETIREMENT	28	322	363	41	88.6
52-81-1130	FICA/MEDICARE	71	877	927	50	94.6
52-81-1140	WORKERS COMPENSATION		573	25	(548)	2291.1
52-81-1150	UNEMPLOYMENT	2	23	36	13	63.7
52-81-1160	HEALTH & LIFE INSURANCE	237	2,606	2,835	229	91.9
52-81-1161	DISABILITY INSURANCE	22	237	255	18	93.0
52-81-1162	INSURANCE DEDUCTIBLE REIMBURSE			250	250	.0
52-81-3162	CC FEES		14,382	13,000	(1,382)	110.6
52-81-4330	COMPUTER SUPPORT AND MAINT	278	4,074	4,438	364	91.8
52-81-4345	MAILING SERVICE	556	5,717	6,800	1,083	84.1
52-81-5500	BAD DEBTS		92		(92)	.0
	TOTAL WASTEWATER ADMINISTRATION	2,126	40,376	41,169	793	98.1

TOWN OF SEVERANCE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2022

WASTEWATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>WASTEWATER OPERATIONS</u>					
52-82-1100 REGULAR STAFF WAGES	15,953	188,555	195,620	7,065	96.4
52-82-1102 OVERTIME	440	5,072	3,000	(2,072)	169.1
52-82-1104 RETIREMENT	569	6,457	6,537	80	98.8
52-82-1130 FICA/MEDICARE	1,192	14,200	14,965	765	94.9
52-82-1140 WORKERS COMPENSATION		5,155	4,125	(1,030)	125.0
52-82-1150 UNEMPLOYMENT	33	387	587	200	65.9
52-82-1160 HEALTH & LIFE INSURANCE	3,927	38,375	45,088	6,713	85.1
52-82-1161 DISABILITY INSURANCE	339	3,436	3,578	142	96.0
52-82-1162 INSURANCE DEDUCTIBLE REIMBURSE		250	2,750	2,500	9.1
52-82-2400 ENGINEERING			5,000	5,000	.0
52-82-2410 DISCHARGE PERMIT FEES		1,466	1,400	(66)	104.7
52-82-2900 OTHER PROFESSIONAL FEES	1,500	8,954	50,000	41,046	17.9
52-82-3110 UTILITIES	4,185	45,758	45,000	(758)	101.7
52-82-3150 TELEPHONE	133	1,700	2,000	300	85.0
52-82-3173 REPAIRS & MAINTENANCE - EQUIPM		15,958	23,000	7,042	69.4
52-82-3177 VEHICLE REPAIRS & MAINTENANCE	106	2,413	2,000	(413)	120.6
52-82-3178 SYSTEM REPAIR & MAINTENANCE	5,046	37,502	50,000	12,498	75.0
52-82-3200 SAMPLING/TESTING	440	4,061	10,500	6,439	38.7
52-82-3290 OTHER TREATMENT COSTS	14,887	149,895	175,000	25,105	85.7
52-82-3810 DUES/MEMBERSHIPS/SUBSCRIPTIONS		1,000		(1,000)	.0
52-82-3820 CONTINUING EDUCATION	55	221	2,000	1,779	11.1
52-82-3990 OTHER SERVICES	480	2,233	5,000	2,767	44.7
52-82-4120 SYSTEM SUPPLIES		7,470	20,000	12,530	37.4
52-82-4520 VEHICLE FUEL	816	11,424	12,000	576	95.2
52-82-4810 UNIFORMS		459	350	(109)	131.1
52-82-4990 MISCELLANEOUS SUPPLIES	1,220	4,045	15,000	10,955	27.0
52-82-8200 ADMIN OVERHEAD ALLOCATION	6,915	94,296	100,545	6,249	93.8
TOTAL WASTEWATER OPERATIONS	58,235	650,741	795,045	144,304	81.9
<u>WASTEWATER CAPITAL</u>					
52-83-7550 VEHICLES			7,500	7,500	.0
52-83-7575 COLLECTION LINES		48,750	57,000	8,250	85.5
TOTAL WASTEWATER CAPITAL		48,750	64,500	15,750	75.6
<u>WASTEWATER INVESTMENT EXPENSE</u>					
52-84-2100 LEGAL FEES		2,109	4,000	1,892	52.7
52-84-7530 PROFESSIONAL SERVICES	3,774	9,064	67,064	58,000	13.5
52-84-7570 WINDSOR/SEV. SEWER PROJECT	465,150	465,150	500,000	34,850	93.0
TOTAL WASTEWATER INVESTMENT EXPEN	468,924	476,323	571,064	94,742	83.4

TOWN OF SEVERANCE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2022

WASTEWATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TRANSFERS TO OTHER FUNDS</u>					
52-90-9010 TRANSFERS TO OTHER FUNDS		7		(7)	.0
TOTAL TRANSFERS TO OTHER FUNDS		7		(7)	.0
 TOTAL FUND EXPENDITURES	 529,285	 1,216,197	 1,471,778	 255,581	 82.6
 NET REVENUE OVER EXPENDITURES	 (294,754)	 683,160	 (421,517)	 (1,104,677)	 162.1

TOWN OF SEVERANCE
BALANCE SHEET
NOVEMBER 30, 2022

STORMWATER FUND

ASSETS

53-100000	CASH - COMBINED FUND	1,342,214	
53-115000	ACCOUNTS RECEIVABLE	16,922	
53-115300	CONTRACT RECEIVABLE	8	
53-162100	ACCUMULATED DEPRECIATION	(464,442)	
53-163000	STORM DRAINAGE SYSTEM	6,542,918	
53-164000	VEHICLES & EQUIPMENT	6,032	
53-165000	CONSTRUCTION IN PROGRESS	1,844,110	
	TOTAL ASSETS		9,287,763

LIABILITIES AND EQUITY

LIABILITIES

53-202000	ACCOUNTS PAYABLE	125	
53-212000	ACCRUED COMPENSATED ABSENCES	5,329	
	TOTAL LIABILITIES		5,454

FUND EQUITY

53-273000	CONTRIBUTED CAPITAL	4,113,680	
	UNAPPROPRIATED FUND BALANCE:		
53-290000	RETAINED EARNINGS	5,108,156	
	REVENUE OVER EXPENDITURES - YTD	60,472	
	BALANCE - CURRENT DATE	5,168,629	
	TOTAL FUND EQUITY		9,282,309
	TOTAL LIABILITIES AND EQUITY		9,287,763

TOWN OF SEVERANCE
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2022

STORMWATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
REVENUE						
	<u>STORMWATER SYSTEM INVEST. FEE</u>					
53-32-3000	STORMWATER / DRAINAGE FEE	11,000	178,000		(178,000)	.0
	TOTAL STORMWATER SYSTEM INVEST. FEE	11,000	178,000		(178,000)	.0
	<u>CHARGES FOR SERVICES</u>					
53-34-1000	STORMWATER FEES	15,838	170,544	158,750	(11,794)	107.4
	TOTAL CHARGES FOR SERVICES	15,838	170,544	158,750	(11,794)	107.4
	<u>MISCELLANEOUS</u>					
53-36-3500	INTEREST AND DIVIDENDS	2,088	10,063		(10,063)	.0
53-36-3550	CHANGE IN MARKET VALUE	6,050	(31,475)		31,475	.0
	TOTAL MISCELLANEOUS	8,139	(21,412)		21,412	.0
	<u>TRANSFERS FROM OTHER FUNDS</u>					
53-39-1000	TRANSFERS FROM OTHER FUNDS		2,134		(2,134)	.0
	TOTAL TRANSFERS FROM OTHER FUNDS		2,134		(2,134)	.0
	TOTAL FUND REVENUE	34,977	329,266	158,750	(170,516)	207.4
EXPENDITURES						
	<u>ADMINISTRATION</u>					
53-81-1100	REGULAR STAFF WAGES	559	6,885	8,269	1,384	83.3
53-81-1102	OVERTIME			75	75	.0
53-81-1104	RETIREMENT	17	193	218	25	88.5
53-81-1130	FICA/MEDICARE	43	526	556	30	94.7
53-81-1140	WORKERS COMPENSATION		382	15	(367)	2545.5
53-81-1150	UNEMPLOYMENT	1	14	22	8	62.6
53-81-1160	HEALTH & LIFE INSURANCE	142	1,564	1,701	137	91.9
53-81-1161	DISABILITY INSURANCE	13	142	153	11	93.0
53-81-1162	INSURANCE DEDUCTIBLE REIMBURSE			150	150	.0
53-81-4330	COMPUTER SUPPORT AND MAINT	278	4,074	4,800	726	84.9
53-81-5500	BAD DEBTS		2		(2)	.0
	TOTAL ADMINISTRATION	1,053	13,783	15,959	2,176	86.4

TOWN OF SEVERANCE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2022

STORMWATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>STORMWATER OPERATIONS</u>					
53-82-1100 REGULAR STAFF WAGES	4,010	46,763	57,114	10,351	81.9
53-82-1102 OVERTIME	192	1,254	1,000	(254)	125.5
53-82-1104 RETIREMENT	126	1,378	1,743	365	79.1
53-82-1130 FICA/MEDICARE	301	3,498	4,446	948	78.7
53-82-1140 WORKERS COMPENSATION		1,527	1,275	(252)	119.8
53-82-1150 UNEMPLOYMENT	8	96	174	78	54.9
53-82-1160 HEALTH & LIFE INSURANCE	852	11,816	13,598	1,782	86.9
53-82-1161 DISABILITY INSURANCE	77	979	1,050	71	93.3
53-82-1162 INSURANCE DEDUCTIBLE REIMBURSE		250	850	600	29.4
53-82-3150 TELEPHONE	24	341	750	409	45.5
53-82-3173 REPAIRS & MAINTENANCE - EQUIPM		8,495	14,000	5,505	60.7
53-82-3177 VEHICLE REPAIRS & MAINTENANCE		394	1,500	1,106	26.2
53-82-3178 SYSTEM REPAIR & MAINTENANCE			5,000	5,000	.0
53-82-3990 OTHER SERVICES		350	5,000	4,650	7.0
53-82-4330 COMPUTER SUPPORT & MAINTENANCE			4,437	4,437	.0
53-82-4520 VEHICLE FUEL	(23)	1,386	2,000	614	69.3
53-82-4810 UNIFORMS		10		(10)	.0
53-82-8200 ADMIN OVERHEAD ALLOCATION	2,308	31,471	33,515	2,044	93.9
TOTAL STORMWATER OPERATIONS	7,875	110,009	147,452	37,444	74.6
<u>STORMWATER CAPITAL</u>					
53-83-1100 REGULAR STAFF WAGES			16,377	16,377	.0
53-83-1104 RETIREMENT 457			491	491	.0
53-83-1130 FICA/MEDICARE			1,252	1,252	.0
53-83-1140 WORKERS COMPENSATION			110	110	.0
53-83-1150 UNEMPLOYMENT			49	49	.0
53-83-1160 HEALTH & LIFE INSURANCE			2,268	2,268	.0
53-83-1161 DISABILITY INSURANCE			276	276	.0
53-83-1162 INSURANCE DEDUCTIBLE REIMBURSE			200	200	.0
53-83-2100 LEGAL FEES		39		(39)	.0
53-83-2400 ENGINEERING		24,611	103,798	79,188	23.7
53-83-7500 CONSTRUCTION		120,353	921,476	801,123	13.1
53-83-7750 ROW			55,000	55,000	.0
TOTAL STORMWATER CAPITAL		145,002	1,101,297	956,295	13.2
TOTAL FUND EXPENDITURES	8,929	268,793	1,264,708	995,915	21.3
NET REVENUE OVER EXPENDITURES	26,049	60,472	(1,105,958)	(1,166,430)	5.5

TOWN OF SEVERANCE
BALANCE SHEET
NOVEMBER 30, 2022

CAPITAL PROJECTS

ASSETS

75-100000	CASH – COMBINED FUND	2,473	
	TOTAL ASSETS		2,473

LIABILITIES AND EQUITY

LIABILITIES

75-202000	ACCOUNTS PAYABLE	14,041	
75-205000	RETAINAGE PAYABLE	22,085	
	TOTAL LIABILITIES		36,126

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
75-290000	FUND BALANCE	2,600	
	REVENUE OVER EXPENDITURES - YTD	(36,253)	
	BALANCE - CURRENT DATE	(33,653)	
	TOTAL FUND EQUITY		(33,653)
	TOTAL LIABILITIES AND EQUITY		2,473

TOWN OF SEVERANCE
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2022

		CAPITAL PROJECTS				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
REVENUE						
<u>TRANSFERS FROM OTHER FUNDS</u>						
75-39-1000	TRANSFERS FROM OTHER FUNDS		761,510		(761,510)	.0
	TOTAL TRANSFERS FROM OTHER FUNDS		761,510		(761,510)	.0
	TOTAL FUND REVENUE		761,510		(761,510)	.0
EXPENDITURES						
<u>OVERHEAD</u>						
75-64-7000	CAPITAL OUTLAY		37,291	351,521	314,230	10.6
	TOTAL OVERHEAD		37,291	351,521	314,230	10.6
<u>CAPITAL OUTLAY</u>						
75-65-2100	LEGAL FEES		1,209		(1,209)	.0
75-65-2400	ENGINEERING	13,793	54,294	15,642	(38,652)	347.1
75-65-7500	CONSTRUCTION	248	686,469	1,720,181	1,033,712	39.9
75-65-7750	ROW		18,500		(18,500)	.0
	TOTAL CAPITAL OUTLAY	14,041	760,472	1,735,823	975,351	43.8
<u>CAPITAL</u>						
75-83-1100	REGULAR STAFF WAGES			24,564	24,564	.0
75-83-1104	RETIREMENT 457			736	736	.0
75-83-1130	FICA/MEDICARE			1,879	1,879	.0
75-83-1140	WORKERS COMPENSATION			165	165	.0
75-83-1150	UNEMPLOYMENT			73	73	.0
75-83-1160	HEALTH & LIFE INSURANCE			3,402	3,402	.0
75-83-1161	DISABILITY INSURANCE			414	414	.0
75-83-1162	INSURANCE DEDUCTIBLE REIMBURSE			300	300	.0
	TOTAL CAPITAL			31,533	31,533	.0
	TOTAL FUND EXPENDITURES	14,041	797,763	2,118,877	1,321,114	37.7
	NET REVENUE OVER EXPENDITURES	(14,041)	(36,253)	(2,118,877)	(2,082,624)	(1.7)

TOWN OF SEVERANCE
BALANCE SHEET
NOVEMBER 30, 2022

GENERAL FIXED ASSET GROUP

ASSETS

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

LIABILITIES AND EQUITY

FUND EQUITY

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

TOWN OF SEVERANCE
BALANCE SHEET
NOVEMBER 30, 2022

GENERAL LONG-TERM DEBT GROUP

ASSETS

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

LIABILITIES AND EQUITY

LIABILITIES

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

Issued Permits by Permit Type

Severance

12/01/2022 - 12/31/2022

One Stop	Permits Issued	Valuation	Fees Paid
Furnace Replacement	1	\$2,040.95	\$136.74
Reroof	1	\$12,400.00	\$313.20
Subtotals:	2	\$14,440.95	\$449.94

Residential New	Permits Issued	Valuation	Fees Paid
Detached Single Family	3	\$1,289,874.68	\$119,974.32
Subtotals:	3	\$1,289,874.68	\$119,974.32

Issued Permits by Permit Type

Severance

12/01/2022 - 12/31/2022

Residential One Stop	Permits Issued	Valuation	Fees Paid
AC/Furnace Combination - Residential	1	\$27,000.00	\$656.00
Furnace Replacement - Residential	2	\$9,495.00	\$370.91
Replacement Windows - Residential	1	\$9,449.00	\$270.08
Residential Exterior Flatwork	2	\$1,600.00	\$228.80
Residential Roof - Asphalt	17	\$181,637.53	\$4,799.48
Water Heater - Residential	4	\$9,231.00	\$526.16
Subtotals:	27	\$238,412.53	\$6,851.43

Issued Permits by Permit Type

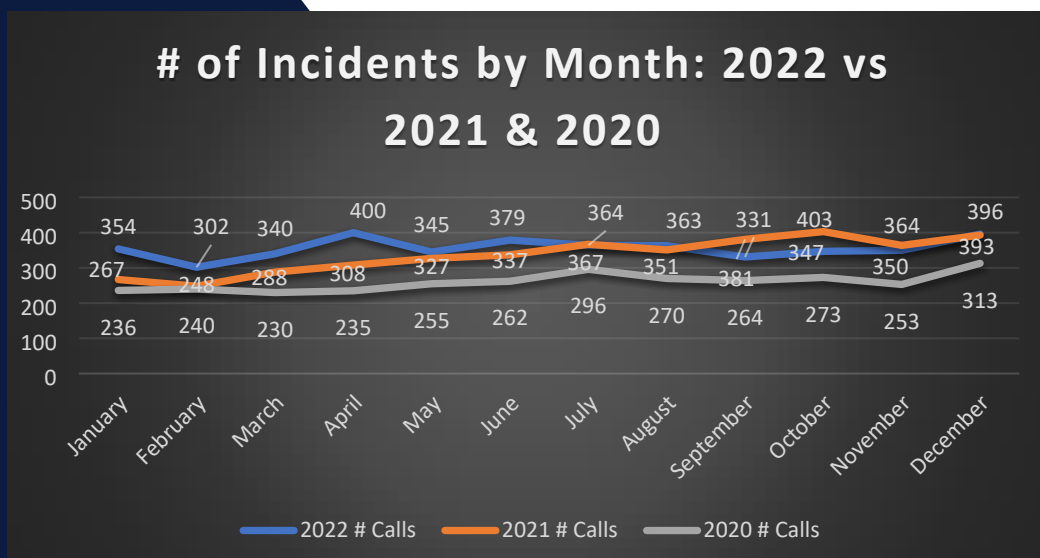
Severance

12/01/2022 - 12/31/2022

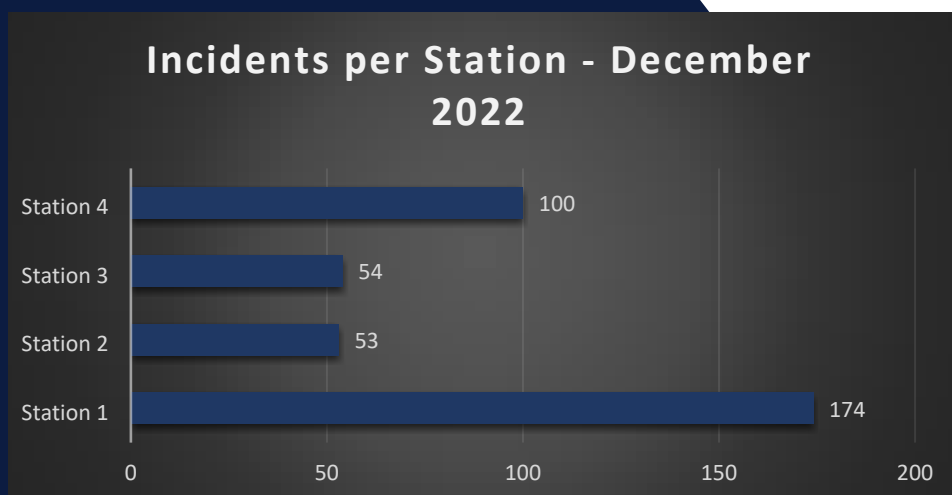
Totals:	32	\$1,542,728.16	\$127,275.69
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	# INCIDENTS																
MAJOR INCIDENT TYPE	Jan	Feb	March	April	May	June	July	August	Sept	Oct	Nov	Dec	YTD 2022	YTD 2021	YTD 2020	YTD 2019	
Fires	4	4	9	20	12	6	6	6	3	7	5	6	88	91	99	56	
Overpressure rupture, explosion, overhear - no fire	1	1	0	0	0	0	1	0	0	1	0	0	4	4	0	2	
Rescue & Emergency Medical Service	244	204	222	258	212	248	226	239	210	231	235	252	2781	2664	2116	2117	
Hazardous Condition (No Fire)	6	1	6	10	9	8	11	7	7	10	11	11	97	107	84	93	
Service Call	28	17	30	36	25	38	34	37	34	31	24	35	369	400	200	317	
Good Intent Call	42	48	49	49	59	38	50	34	50	33	32	44	528	507	412	439	
False Alarm & False Call	29	27	24	26	28	40	36	40	27	34	43	48	402	257	209	199	
Severe Weather & Natural Disaster	0	0	0	0	0	0	0	0	0	0	0	0	0	3	7	5	
Special Incidents	0	0	0	1	0	1	0	0	0	0	0	0	2	1	0	0	
TOTAL	354	302	340	400	345	379	364	363	331	347	350	396	4271	4034	3127	3228	
Mutual Aid/Auto Aid Given	8	17	21	26	19	6	9	8	10	12	5	4	145	155	122	108	
Mutual Aid/Auto Aid Received	12	6	3	1	5	4	6	3	4	2	6	3	55	38	46	55	

The National Fire Incident Response System (NFIRS) uses these 9 categories to track emergency response incidents nationally.



This chart illustrates the calls for service by month relative to the past years.



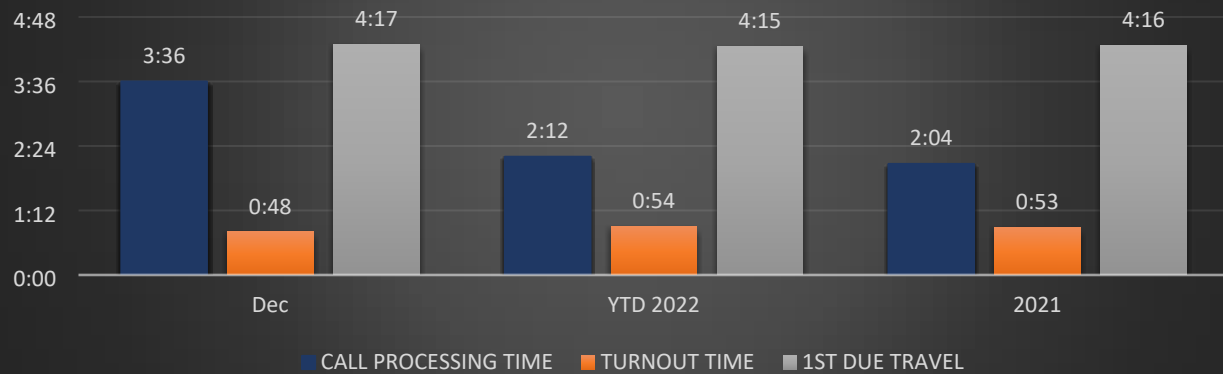
WSFR tracks incidents by the location of the incident based on which station is the closest.



WSFR Response Report: January 2023

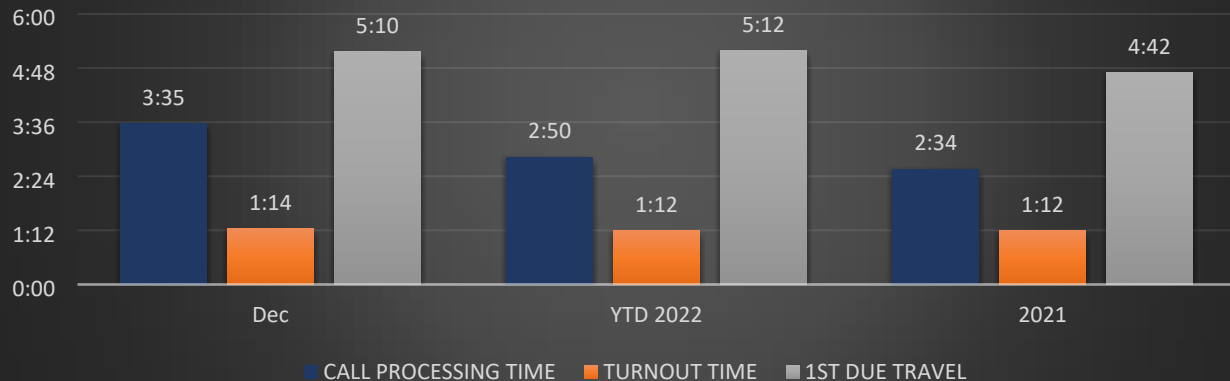


Average Response Times for Emergent EMS/MVA - December 2022



These graphs are looking at the average (50th percentile) for the following 3 segments: Call Processing times (911 answering), Turnout Times (time it takes WSFR/UCH units to begin to respond), and 1st Due Travel (time it takes for the first arriving unit to travel to the incident). When added together, that is the total time for responding to incidents. WSFR also looks at our response data at the 90th percentile as a measure of greater accuracy as part of our accreditation data analysis.

Average Response Times for Emergent OTHER - December 2022



WSFR Response Report: January 2023



Public Work Director Report

John ZackleneJan

16, 2023



WATER/WASTEWATER-

Reporting – A list of approved Lead/Copper sites have been submitted and approved by the state. Additionally, our team with the help of Direct Discharge, are working on submitting an updated wastewater Water Quality Management plan. Lead and Copper tests are up to 20 tests every 3 years. We are also up to 9 water samples per month now, per the new state requirements on the size of the town.

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

Water Tanks - The old metal overflow culvert has been replaced at the water tanks. We currently have a Emergency Response Plan with Dave Lewis from Direct Discharge for our town's water supply. Water tank roof repairs have been pushed out until 2/2023. Water tank will be painted at this time as well. State inspection on the water tanks went well. We had 2 items in violation (Backflow) that was not tested within the time allotted. It was for irrigation and Dave Lewis was unaware of the change per the state. Item has been addressed. The south water tank was emptied and cleaned with a small hatch repair.

Jetting - Sewer main jetting of the entire town is complete. There was approximately 38 miles of main line cleaned. We have approximately 5 hot spots to watch for. The new isolation valves have been installed inside the Baldrige lift station. The pipe between ponds 1&2 has been jetted due to poor performance and build up. Water valve exercise has begun throughout the town.

STORM WATER

- We have started ditch maintenance. All ditches, inlets and outlets and vaults will be cleared of debris and build up as weather permits.
- Culvert grates are being repaired and painted as needed. Safety grates are built and installed on the Baldrige inlet and the box culvert under Ponderosa at Sunset Ridge.

STREETS

- New street sweeper will be delivered the week of Jan 23rd.
- Old sweeper has been taken to Roller Auction.
- New plow truck is in Denver with possible delivery in February.
- Turn lane extensions will be completed in the spring of 2023.
- Potholes will be filled as needed throughout the winter.

- Demos have been complete on 3 different skid steers. Looks like we will be going with Bobcat.
- We have hired 2 new streets/parks employees.

PARKS

- Playground equipment has been inspected and repaired for Cirs standards.
- Benches have been installed under the gazebo at Comm Park.
- Maintenance shed has been built and we are waiting on the electrical work to be completed.
- New trash cans to be installed this spring. Need to pour concrete for them to set on.
- 1 new Ventrac mower has been ordered for the ballfields.
- 1 new mower ordered for the additional park grass mowing.

2022 work completed

1. Additional garden beds added for Tailholt Gardens
2. Installed 2 new lighted stop signs at Cr74 & Cr23
3. New street signs installed in old town-Summit View-Fox Ridge-Timber Ridge and Lakeview
4. Concrete pad and benches added at the ADA dock at Blue Spruce Park
5. New pond fountain added to Blue Spruce Pond, will add another in 2023
6. Re-route 4-inch water line at Community Park
7. Silt fence removed from Summit view drainage
8. Cr23 drainage ditch cut to drain as needed
9. Repair and re-enforce antenna at Severance Shores lift station
10. Valve exercising completed throughout town
11. Replace all 4 isolation valves in the Baldrige lift station
12. Scada has been set up in master meter #2
13. Guardrail repairs on Cr76-1/2 & Cr23
14. Guardrail repair at the Harmony bridge

15. Precision concrete grinding for ADA compliance completed in Summit view
16. 17 manholes were reconditioned in 2022
17. All main roads were crack sealed in 2022
18. Striping was completed on all the main roads in 2022
19. Asphalt was completed on Cr21 from Ponderosa to Cr 72 in 2022
20. Asphalt was completed on Cr23 from the 4 ways stop to the skate park
21. Asphalt was completed on Finch & Ptarmigan with subgrade work
22. Cr21 had road base added and reworked
23. All the town's dirt roads were treated with Mag chloride for dust abatement
24. Water tank roof to be repaired in early 2023
25. Storm drain vaults have on going cleaning efforts due to buildup
26. New LED lights added to all plow trucks
27. Asphalt added at the P.W. building



Town of Severance

Monthly Activity Report

January 2023

Severance Building Department
3 Timber Ridge Pkwy
Severance CO 80550

Severance Building Department Update 12/5/2022-1/17/2023

New Single Family permits - 5

Residential Alteration permits - 20

Solar Permits – 5

Roof permits – 37

New Residential pass/fail ratio – 51%

Residential alterations pass/fail ratio – 81%

Permit activity is slow so we are giving our inspectors more classroom time to prepare for addition building certifications. These new certifications will allow them to be added to the 3rd Party State school inspection list. RE-4 school projects are starting soon and will be using SAFEbuilt for inspections.

Russ Weber

Town of Severance Building Official

Police Chief Report

Jim Gerdeman, Chief of Police

2022 Year-End Report



2022 overview

The Severance Police Department started the year fully staffed with six patrol officers, one School Resource Officer, one Community Service Officer, one Records/Evidence Tech, two Sergeants, and a Police Chief. Most of the year's first four months involved training the new officers. Several senior officers attended detective training to assist with their investigation skills.

Mid-year, the Weld County RE4 school district requested an additional School Resource Officer for the middle and elementary schools. After some negotiation, the Town Council approved a second S.R.O. for the 2022-2023 school year. After oral boards, the Police Department selected Officer Geraldine Yanke as the new School Resource Officer for the middle and elementary schools. Officer Zach Hahn would be the School Resource Officer for the high school.

While trying to find a replacement officer for the newly created School Resource Officer, two Severance Police Officers and the Records/Evidence Technician left the Severance Police Department in August. The Police Department was once again short-staffed and having trouble recruiting new officers. Even with active recruiting and Human Resources assistance, the Police Department was not receiving many applications for Patrol Officers. The staff shortages meant employees worked long hours to ensure officers patrolled the streets. Supervisors worked long hours to cover shifts so the patrol officers could take time off.

The Severance Police Department was able to hire a qualified Records/Evidence Specialist from the Greeley Police Department in September. Records Specialist Chelsea Mee has been a great addition to the team. Her skills, knowledge, and dedication to the team have made a strong foundation for the other employees to depend on while patrolling the streets.

But at the end of December, a Sergeant decided to take a job elsewhere, which left the Severance Police Department another officer short.

The past several months have been challenging for the Severance Police Department, with staffing down 40%. Still, the dedication and loyalty of the officers and employees of the Severance Police Department held things together. The officers continued to patrol the streets and provide excellent service to the community. I also want to thank the Town of Severance's Administration for their hard work and dedication to the police department.

The following information is a collection of data from two Records Management Systems (R.M.S.), EFORCE and Central Square. The Police Department changed to the new Weld County Records Management System, Central Square, in November 2022. The new Records Management System allows the Severance Police Department access to data across Weld County and the State of Colorado.

The date below is the best information the department has to date.

- Officers handled 4347 calls for service in 2022 compared to 4639 in 2021 and 4587 in 2020.
- Officers made 90 arrests in 2022 compared to 108 in 2021 and 123 in 2020
- Officers handled 377 reports in 2022 compared to 419 in 2021 and 627 in 2020.
- Officers issued 65 county citations in 2022 compared to 59 in 2021 and 58 in 2020.
- Officers issued 508 ordinance citations in 2022 compared to 203 in 2021 and 242 in 2020.
- Officers issued 716 ordinance/traffic warnings in 2022 compared to 774 in 2021.
- Officers issued 653 code enforcement warnings in 2022 compared to 241 in 2021.

Department Updates

- The Northern Reigen CO-Responder program with North Range Behavior Health has greatly benefited all the police Departments in northern Weld County. The Severance Police Department has been working with the Windsor Police Department, Eaton Police Department, Ault Police Department, and Nunn Police Department to increase the number of CO-Responders available to the department with State of Colorado grants. The licensed mental health counselors (CO-Responders) are available to assist our residents with mental health problems, freeing the officers to handle other radio calls.
- The Severance Police Department assisted the Weld Elves toy drive during the 2nd annual Town Christmas event. The residents of Severance donated over 300 toys and helped 27 local families with Christmas presents. Officer Valerie Hessler is a member of Weld Elves and spent over 20 hours of her own time to ensure every child received a wrapped Christmas present. Officer Zach Hahn, Officer Geraldine Yanke, and Officer Janelle Macapagal assisted with delivering the Christmas gifts to all 27 families in the Town of Severance. The Severance Police Department would like to thank everyone that donated gifts and helped with the Weld Elves Toy Drive.

2022 Charts for the Year-End Report

The Charts summarize total calls for service and traffic contacts for 2022. The charts will provide an overview of the Police Department's activity within the Town for the year.

1. Chart #1 represents calls for service by officers for 2022. The chart displays the hours at the bottom with the graph's yearly total number of calls for service.
2. Chart #2 represents traffic contacts by officers for 2022. The chart displays the hours at the bottom with the graph's yearly total number of traffic contacts.

Chart 1

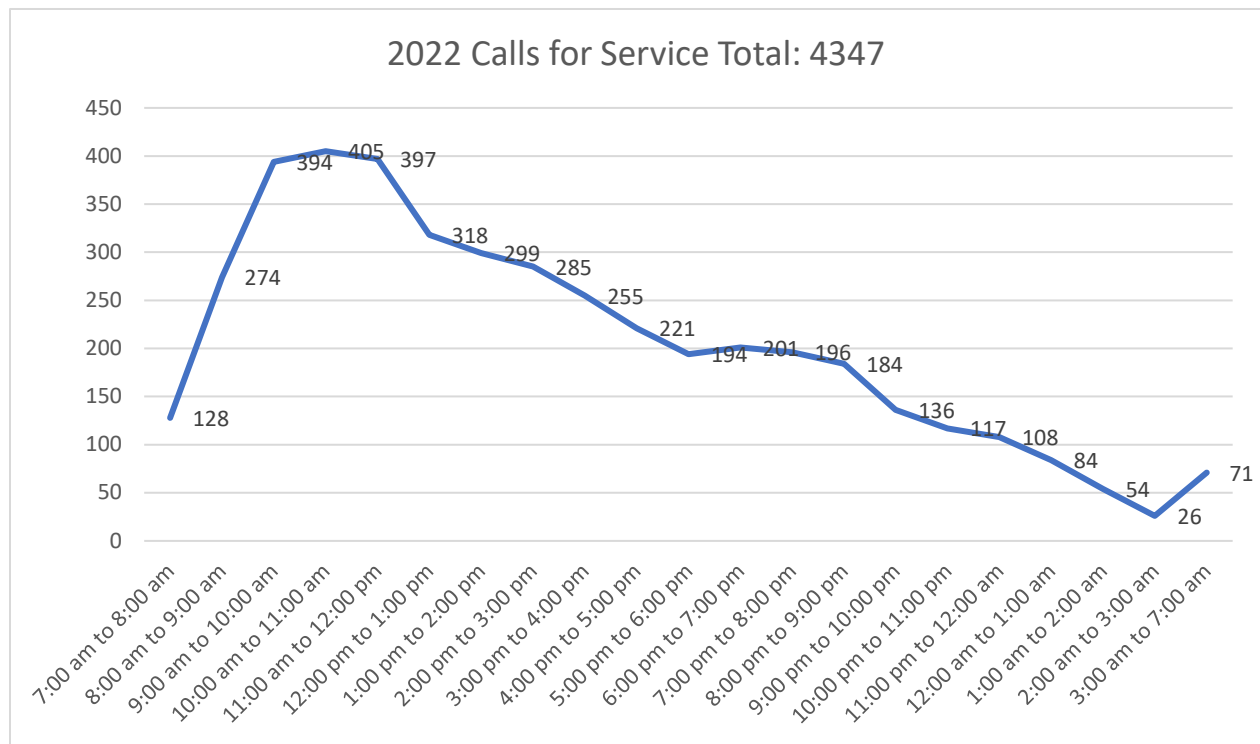
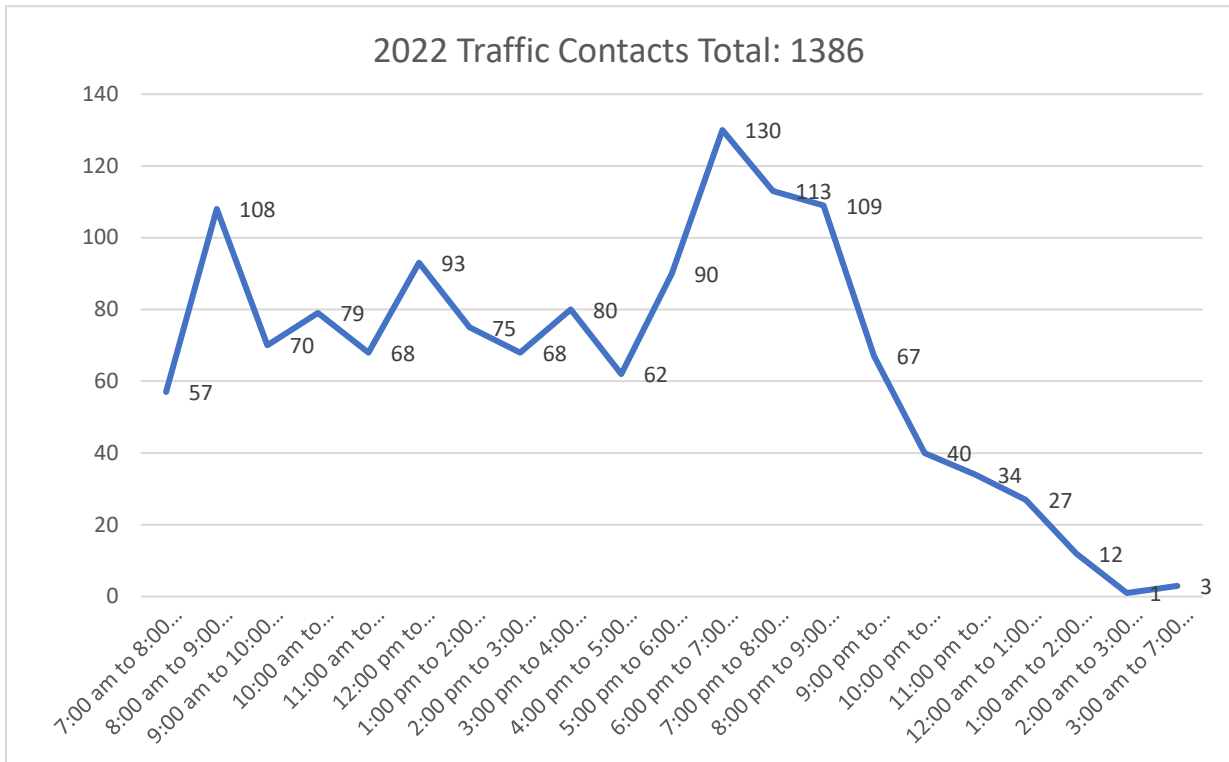


Chart 2



Time	Jan	Fed	March	April	May	June	July	August	Sept	Oct	Nov	Dec	Total
7:00 am to 8:00 am	5	3	3	5	6	7	15	11	1	1	0	0	57
8:00 am to 9:00 am	9	11	7	17	10	7	11	15	10	3	5	3	108
9:00 am to 10:00 am	8	8	7	4	2	15	9	7	2	3	4	1	70
10:00 am to 11:00 am	4	20	6	10	3	6	7	10	0	3	7	3	79
11:00 am to 12:00 pm	3	14	2	3	4	7	15	2	2	5	5	6	68
12:00 pm to 1:00 pm	8	10	7	9	12	6	7	6	3	13	6	6	93
1:00 pm to 2:00 pm	2	4	2	10	3	13	10	11	1	12	2	5	75
2:00 pm to 3:00 pm	4	14	3	3	2	7	17	2	6	7	2	1	68
3:00 pm to 4:00 pm	3	11	3	9	6	12	11	6	5	9	3	2	80
4:00 pm to 5:00 pm	0	9	1	10	8	10	13	2	4	4	0	1	62
5:00 pm to 6:00 pm	4	7	3	8	25	12	8	5	4	12	1	1	90
6:00 pm to 7:00 pm	4	11	14	11	35	20	14	3	9	6	1	2	130
7:00 pm to 8:00 pm	3	10	8	9	22	17	19	5	9	6	3	2	113
8:00 pm to 9:00 pm	5	9	7	13	15	22	15	6	4	8	0	5	109
9:00 pm to 10:00 pm	2	5	5	16	6	9	10	0	6	3	0	5	67
10:00 pm to 11:00 pm	1	5	4	8	7	6	2	0	1	2	1	3	40
11:00 pm to 12:00 am	1	4	8	8	1	4	2	2	0	3	0	1	34
12:00 am to 1:00 am	0	3	1	8	3	4	1	2	3	2	0	0	27
1:00 am to 2:00 am	0	0	2	4	0	2	2	0	0	0	0	2	12
2:00 am to 3:00 am	0	1	0	0	0	0	0	0	0	0	0	0	1
3:00 am to 7:00 am	2	1	0	0	0	0	0	0	0	0	0	0	3
	68	160	93	165	170	186	188	95	70	102	40	49	1386

Finance Director Report

2022 Year in Review

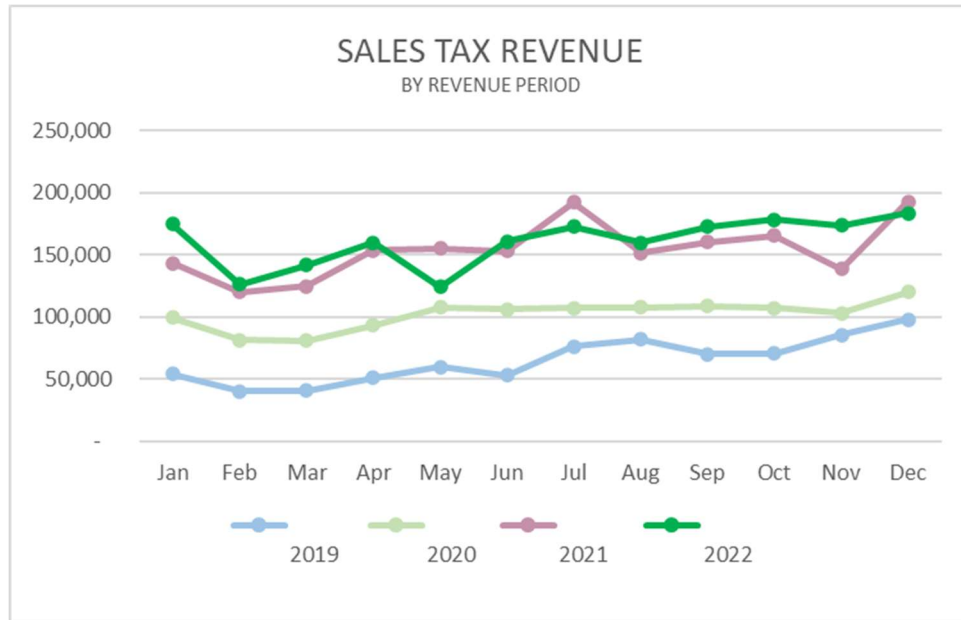
Nancy E. Mueller, CPA
January 10, 2023



Financial

Sales tax revenues received during 2022 were slightly higher than in 2021. The amounts shown below are for the revenue period. The December revenue period is for November "shopping" and the sales tax was received by the Town from the State in January 2023.

Sales Tax Revenue Period	2019 Actual	2020 Actual	2021 Budget	2021 Actual	2022 Actual
Jan*	54,457	99,694	95,000	143,445	174,948
Feb	40,160	81,752	95,000	120,354	126,231
Mar	40,884	81,139	95,000	124,760	141,740
Apr	51,293	93,437	95,000	153,633	159,919
May	59,648	108,070	95,000	155,193	124,308
Jun	53,304	106,230	95,000	153,198	160,866
Jul	76,349	107,082	95,000	192,537	172,692
Aug	82,219	107,954	95,000	151,765	159,692
Sep	70,420	109,066	95,000	160,604	172,630
Oct	70,818	107,569	95,000	165,445	178,490
Nov	85,471	103,127	95,000	138,576	173,726
Dec	98,196	120,089	95,000	192,803	183,453
Total	783,220	1,225,210	1,140,000	1,852,313	1,928,694
*Jan accrues back to the prior year for the financial statements					



Budget

The 2023 Budget was brought to Council and approved on November 8, 2022. The budget includes a 10 Year Capital Improvement Plan (CIP) that provides both summaries and detailed information on capital projects. Additional information for each department was included with the operating budget to provide a better understanding on the services provided.

A new service area was added to the 2023 Budget for snow removal. Along with new pay codes for tracking hours spent on snow removal, this will provide additional data and transparency on snow removal costs for the Town.

We continue to request an annual reappropriation resolution early each year to bring forward the funding required to finish projects that were not complete at the end of the prior year. In addition to an annual reappropriation resolution, there were budget resolutions throughout the year to amend the budget for capital projects and to appropriate unanticipated revenues.

Audit

At the end of 2020 the Town advertised a Request for Proposals (RFP) for new audit services. After a scored review of the submissions and interviews with the top two firms, The Adamas Group, LLC was selected. The 2021 Audit was completed on time and approved by Council in July of 2022. As required, the audit was filed with the State.



2022 State of the Town: Severance – Measuring Success

The Town of Severance is growing and to measure our success we are listing noteworthy items for 2022:

- Population: Approx. **10,600**
- Total Homes Occupied: **3,661**
- 2022 Total Subdivisions: **20**
- Centerline miles of streets within Town boundaries in which Public Works completes surface repairs, street sweeping, and snow removal.
 - **2022: 76**
 - 2021: 74
 - 2020: 72
 - 2019: 68
 - 2018: 60

Building Department (as of December 31, 2022)

- New Single Family Residential Permits Issued:
 - **2022: 134**
 - 2021: 424
 - 2020: 600
 - 2019: 429
 - 2018: 565

Grants Received

- Safe Streets Crime Prevention Grant (\$299,000)
 - Security Cameras and Lighting in several Town Parks
- Department of Local Affairs (DOLA) EIAF Grant (\$650,000)
 - Design and Construction of the Severance Police Station Renovation
- NFRMPO Surface Transportation Block Grant (\$1,258,985)
 - Traffic Signal at Harmony/WCR19 Intersection
- NFRMPO Surface Transportation Block/Transportation Alternative Grant (\$300,000)
 - Design and Construction of a paved portion of GWT North of Harmony Rd and safe crossings on Harmony and WCR23.

Planning & Economic Development

- E. Harmony Road/WCR 74 and 1st Street/WCR 23 Corridor Plan
- Adopted new Parking Requirements within the Land Use Code
- Adopted new Lighting Requirements within the Land Use Code
- Adopted new Multi-Family Design and Development Standards within the Land Use Code
- Tailholt 3rd Filing (Franklin Place)
- Moody Annexation/Zoning/Concept Plan
- BHS Solar Annexation & Zoning

Approved Home-Based Businesses in 2022 (72 Total Home-Based Businesses)

Type I Staff Approved

- Sierra Plating & Engraving LLC
- Allstate Ins
- Wendy's Wardrobe & Fashion Styling

Type II Council Approved

- Cuztom Solutions LLC
- Fully Strapped LLC
- Where the Wild Things Grow
- Momma Goose Daycare

17 Town-Sponsored Community Events in 2022

- 2nd Annual Hearts in Park Scavenger Hunt
- Hosted Arbor Day contest at the elementary school, planted another donated tree at the playground
- Annual Clean-Up Days and Free Community Wood Chip pick up and Shred event.
 - We added the Drug Take back
 - Added the 3 roll-offs for drop-offs at Town Hall
- 5th Annual Turkey & Food Drive
 - Collected Over 100 turkeys and provided over 13,000 Meals for Weld County
- Hosted 2nd Town Christmas at Community Park
- Continued our 2 concerts in the park, Summer Kick-off, and 1st Responder Military Appreciation Concerts
- First year of 3 Days of Severance Days
 - Added "Friday Knight Lights" event hosted at the high school.
 - Added Severance Days 5k and Praise in the Park
- Hosted 3 Conversations and Coffee with Mayor and Chief Gerdeman
- Hosted 3 Mayor civics classroom Q & A at High School and Middle School
- 2nd year participating with Weld Elves and SPD Toy Drive
- 2nd Cornhole Tournament Partnership at Community Park

Communications

- 2,987 Community Engagement Posts in 2022
- Created a digital Monthly Community Newsletter (New in 2022)
- \$62,250 Cash Donations for Sponsorships/Booths at Events
- \$13,011 In-Kind Donations
- Over 7500 Social Media Followers

2022 Completions

- Land Use Advisory Committee reviewed and purposed new language to the Town Council.
- 1st year Completed for Windsor/Severance Recreation Programming
- Emergency Operations Plan Updated
- GO Digital/Follow Us Campaign completed
- Two Council Retreats

2023 Upcoming Projects

- Construction of third water tank
- Construction of traffic signal at WCR19/Harmony Rd
- Construction of traffic signal at WCR23/Hwy392
- Restoration and additions to Skate Park
- Design of the Severance Community Center
- Design and Construction of the Severance Police Station Renovation
- Construction of the WCR23 Guardrails
- Design and Construction of the Southline Water Loop
- Design of the Emergency Water System Connection



AGENDA ITEM SUMMARY

AGENDA ITEM	SUBMITTED BY	PRESENTED BY
Pg 88 - Planning Commission Member Appointment	Nicholas Wharton, Town Manager	Nicholas J. Wharton, MPA
ACTION REQUESTED		
Management asks the Town Council to discuss the appointment of a Planning Commissioner and take action: • Actions that may be taken: ○ Move to appoint a Planning Commissioner ○ Take no action		<u>Attorney Approved</u> <u>Action Requested</u> <u>Presentation</u>
BRIEF SUMMARY		
The Town Clerk has received ten (10) letters of interest for the open position of Planning Commissioner. Correspondence has been included in the packet, and the applicants have been asked to attend the Town Council Meeting to answer any questions. Those interested applicants are: • Brittany Damiana • Mark Anderson • Keith Henneke • Carl Ward • Jennifer Gallegos • Don Pope • Steve Flippen • Paul Colasuonno • Dan Spykstra • Bradley Mott		
PUBLIC SUPPORT/CONCERN		
None at this time.		
ANALYSIS AND RECOMMENDATION		
Management recommends that the Town Council take action and move to appoint a Planning Commissioner.		
MATERIALS SUBMITTED		
The following materials were submitted and included in this packet: 1. Planning Commission Vacancy Interests 1.24.23		

Leah Vanarsdall

From: Brittany Damiana <bjdamiana@gmail.com>
Sent: Thursday, January 5, 2023 7:27 AM
To: Leah Vanarsdall
Subject: Planning Commission interest



IRONSCALES couldn't recognize this email as this is the first time you received an email from this sender
bjdamiana@gmail.com

Caution: This is an external email and may have a suspicious subject or content. Please take care when clicking links or opening attachments. When in doubt, contact your OnixIT at support@onixit.com or (970) 223-0300.

Good Morning Leah,

My name is Brittany Vandermark, I am interested in the Planning Commission seat that has come available. I am currently the chair for the LUAC committee, which I am so sad to see coming to an end. I have lived in Severance for two years now, and have Kiddos who attend school here as well. Please let me know if you need any other information from me or if I can answer any questions.

Thank you
Brittany
970-640-6116

Leah Vanarsdall

From: FFC Severance <markffc15@gmail.com>
Sent: Thursday, January 5, 2023 8:22 AM
To: Leah Vanarsdall
Subject: Fwd: Planning Commission Vacancy

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Hey there Leah,

Have intrigue, not sure if it's full interest yet and wanted to send for initial thoughts & consideration.

Mark Anderson
markffc15@gmail.com
770.883.1386

----- Forwarded message -----

From: Severance, CO <cmsmailer@civicplus.com>
Date: Thu, Jan 5, 2023, 8:15 AM
Subject: Planning Commission Vacancy
To: <markffc15@gmail.com>

Planning Commission Vacancy

Would you like to contribute to our community's wide variety of planning and land development-related proposals? The Town of Severance Planning Commission acts as an advisory group to the municipal governing body on zoning, land use amendments, plans and studies, and land development. Meetings are held on the third Wednesday of each month at 6:00 pm. Planning Commissions is currently seeking residents. If you are interested in becoming a Planning Commission commissioner, please email lvansardall@townofseverance.org before Jan 18th, 2023.

[Read more](#)

This is an automatic message from Severance, CO. Please do not reply to this message.
[You can unsubscribe here.](#)

Leah Vanarsdall

From: Keith Henneke <keithhenneke@gmail.com>
Sent: Thursday, January 5, 2023 8:31 AM
To: Leah Vanarsdall



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keithhenneke@gmail.com

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I am interested what do I need to do?

Thank you
Keith Henneke
(970)420-5881

Leah Vanarsdall

From: Carol Ward <carolward1975@gmail.com>
Sent: Thursday, January 5, 2023 8:29 AM
To: Leah Vanarsdall
Subject: Planning Commission Vacancy
Attachments: Complete resume with all work experience.doc



IRONSCALES couldn't recognize this email as this is the first time you received an email from this sender
carolward1975@gmail.com

Caution: This is an external email and may have a suspicious subject or content. Please take care when clicking links or opening attachments. When in doubt, contact your OnixIT at support@onixit.com or (970) 223-0300.

Hi,

My name is Carol Ward and I would be interested but need more information on what is expected. I have a degree in Geography and have work with the Cheyenne County Abstract Office while in College. I have lived in Severance for 16 years and would love to see smart growth happen. I currently am a teacher at Windsor High School where I have taught Geography for over 24 years.

I have attached my Resume in case you need it.

Thank you for considering me,
Carol

Carol L. Ward
85 Grays Lane
Windsor, CO 80550
970-222-3658 (Cell)
carolward1975@gmail.com

OBJECTIVE

To obtain a part-time job

EDUCATION

University of Northern Colorado
Bachelor of Arts & Sciences
Geography
Emphasis: **Secondary Education**
Graduation Date: December 1997

Walden University
Minneapolis, Minnesota
Graduation date: May 2007
Master's Degree:
**Integrating Technology into
The Classroom**

EMPLOYMENT

- **Current Position:** (August, 1999 – Present)
Employer: Windsor High School, Windsor, Colorado Weld RE-4 School District
Position: Social Studies Teacher
Duties: Teach AP Human Geography (2009-Present), Civics/Government, World History, World Geography, Honors World Geography, Colorado History, and Honors World History
Extra-Curricular: Student Council Sponsor, Mock Trial Coach, Department Head, Concession Stand, Volleyball Official Books, Basketball official book, CSAP committee, Attendance Appeals Committee, Standards Committee, Friends Of Rachel Welcoming Committee sponsor, CANVAS tech Committee, Infinite Campus tech Committee, Health Insurance Committee High School representative.
- June 2010-Present - ETS College Board
Position: Reader for AP Human Geography
Duties: to score FRQ's for the national AP Human Geography Exam, I have been a table leader for 3 years – responsible for training readers on how to understand the rubric and score exams; one year I was Early Table Leader – helped create sample packets to use for training.
- Fall 2001 – 2011 Official for CVOA; Area 16 Director (2009-2011)
Position: Volleyball Official in Northern Colorado
Duties: Referee volleyball games at the Middle and High School levels in Northern Colorado; organize study sessions for officials, schedule officials for scrimmages, mediator between for schools and officials in cases of problems.

- Summer 2000
Position: Cinemark Theatres ticket taker
Duties: As people purchased tickets to see a movie, take the money and print the tickets, work the concession stand
- Summer 2001
Position: Diamond Shamrock Clerk
Duties: run the inside store, take money for items and gas purchased.
- January 1998 – May 1999
Employer: La Junta High School, La Junta, Colorado
Position: Social Studies Teacher
Duties: Teach Geography, U.S. History I, Prep U.S. History I, & Government;
Extra-Curricular: Class Sponsor, Friends and Family Sponsor, Hi-Teens Sponsor, and other duties of a teacher
- ◆ Winter 1993-January1998 (Part-time during Winter Breaks and Summer Breaks from College)
Employer: Cheyenne County Abstract Agency
Position: Receptionist, research assistant
Duties: Answer phone calls and questions, research land ownership in records stored at the office and the County Clerk and Records office, file paperwork with the County Clerk and Recorder, keep records of business expenses and payroll, update mailing address of clients and partner businesses.
- ◆ Fall 1993-December, 1997 -- University of Northern Colorado, Greeley, Colorado
Position: Consultant/Student Computer Lab Manager
Duties: Supervise consultants, maintain the computer lab while on duty, and do scheduling for the consultants and classes who used the lab, do time sheets for the consultants
- ◆ May 1997-August 1997 – Greeley, Colorado
Employer: Perkins Restaurant
Position: Waitress and Hostess
Duties: Seat customers, take orders, serve food, clean tables and take money.

CERTIFICATES FOR TEACHING ADVANCED PLACEMENT

- ◆ United States History
- ◆ Comparative Government
- ◆ European History
- ◆ Human Geography
- ◆ Economic Certificate from FTE (2016)

ORGANIZATIONS/ACTIVITIES

- ♦ **Volunteer for Freedom Fest** – 2019-Present – helped organize backstage for bands and did the autograph table for items to sell for the organization.
- ♦ **AP Human Geography Reader** – 2010-Present
- ♦ **Thinkfinity Trainer** – 2010-2013
- ♦ **CADI Committee Representative** – 2010-2011
- ♦ **Standards Committee Representative for Secondary Social Studies** – 2010-2011
- ♦ **NCGE (National Council for Geography Education) member** – June 2010-Present – Colorado Teacher Representative AGS Conference 2050 - 2017
- ♦ **NCHE (National Council for History Education) member** – 2011
- ♦ **OAH (Organization of American Historians) member** -- 2011
- ♦ **COGA (Colorado Geographic Alliance) member** – 1997-Present
- ♦ **Written Colorado History textbook** – 2009 (published in Library of Congress)
- ♦ **Golden Key National Honor Society** – 1995-Present President – 1995
- ♦ **Gamma Theta Upsilon Honor Society** - 1998-Present
- ♦ **Colorado Geographic Alliance Pre-service Representative** – 1997
- ♦ **Center for Cultural Interchange Area Representative** La Junta, 1998-2000
- ♦ **Colorado Close-Up Sponsor** La Junta High School, 1999
- ♦ **Panel Member for UNC Geography Awareness Week** Greeley, 1999 & 2002
- ♦ **University of Northern Colorado NCATE Committee Representative** Windsor, 2000
- ♦ **Windsor Representative for Rocky Mountain Social Studies Regional Conference** Windsor, 2000; 2005, 2008
- ♦ **Community Melodrama Play** La Junta, 1999
- ♦ **United Methodist Handbell Choir** -- La Junta and Ft. Collins, 1997-2005, 2009
- ♦ **United Methodist Women Social Action Coordinator** -- Christ United Methodist Church, Fort Collins, CO 2009

REFERENCES

Available upon request

Leah Vanarsdall

From: Jennifer Gallegos <jennifer.gallegos306@gmail.com>
Sent: Thursday, January 5, 2023 9:26 AM
To: Leah Vanarsdall
Subject: planning commission opening



IRONSCALES couldn't recognize this email as this is the first time you received an email from this sender
jennifer.gallegos306@gmail.com

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To whom it may concern, I am interested in more information on the position on the planning commission. What qualifications does one need to have to be a part of the commission?

Thank you,
Jennifer Gallegos

Leah Vanarsdall

From: Castle Pines <castlepinesconstruction@gmail.com>
Sent: Thursday, January 5, 2023 10:27 AM
To: Leah Vanarsdall
Subject: Planning Commissioners vacancy



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castlepinesconstruction@gmail.com

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Hello,

My name is Don Pope and I am interested in learning more about this position. I have been in the construction industry going on 30 years. I am fully versed on going through planning on the contractor side of things.

Sincerely

Don Pope

Leah Vanarsdall

From: Steve Flippen <srflippen@gmail.com>
Sent: Thursday, January 5, 2023 10:45 AM
To: Leah Vanarsdall
Subject: Planning Commission commissioner request



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srflippen@gmail.com

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Good Morning,

As a resident of Severance community I am interested in serving as a Planning Commission Commissioner.

I have been a resident in Severance for 10 years in the Casa Loma Estate development. I am interested in the future development of our community and have had numerous experiences serving on HOA and Non Profit Boards including the planning and execution of building expansion projects.

I can provide references and am currently retired .

Thank You,

Steve Flippen

4399 Indigo Dr

Severance

Leah Vanarsdall

From: Paul Colasuonno <paul.colasuonno@gmail.com>
Sent: Thursday, January 5, 2023 4:14 PM
To: Leah Vanarsdall
Subject: Planning Commision Vacancy



IRONSCALES couldn't recognize this email as this is the first time you received an email from this sender paul.colasuonno@gmail.com

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Hello,

I am interested in the Planning Commision Vacancy and would like to learn more about the group, expectations, and responsibilities. I have been working as an Engineer in Fort Collins since graduating from Colorado State University in 2017.

I have been a resident of Severance since October 2020 when I purchased a house in the Hunters Crossing Subdivision, moved out from Fort Collins where I was born and raised.

Thank you!

-Paul Colasuonno

Leah Vanarsdall

From: Dan Spykstra <dan.spykstra@yahoo.com>
Sent: Tuesday, January 10, 2023 5:14 PM
To: Leah Vanarsdall
Subject: planning commission vacancy



IRONSCALES couldn't recognize this email as this is the first time you received an email from this sender
dan.spykstra@yahoo.com

Caution: This is an external email and may have a suspicious subject or content. Please take care when clicking links or opening attachments. When in doubt, contact your OnixIT at support@onixit.com or (970) 223-0300.

Good evening,
I am interested in becoming a Planning Commission commissioner. Please let me know what next step I would need to take to apply.
I work in the construction industry and feel I could add value to our town's planning decisions.
Sincerely,

Dan Spykstra
198 Haymaker Ln.
Severance, CO 80550

Leah Vanarsdall

From: Bradley Mott <brad@freerangehobo.com>
Sent: Friday, January 13, 2023 9:15 AM
To: Leah Vanarsdall
Subject: Re: Interest in Severance Planning Commission - Bradley Mott

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Thank you very much Leah!

Looking at the date... unfortunately my father is having surgery on the 24th in Denver and I will be with my mother that day/evening as a result to help the family. Shoot I'm sorry that falls on the same day as this!

If there is a remote option for the meeting I may be able to attend however if this disqualifies me I understand, I will apply again next time there is an opening if missing the 24th means I miss this opportunity. I apologize!

Thank you,

Bradley Mott
Owner, Free Range Hobo
<https://www.freerangehobo.com>
(720) 940-8797

On Fri, Jan 13, 2023 at 7:47 AM Leah Vanarsdall <LVanarsdall@townofseverance.org> wrote:

Good Morning Mr. Mott:

The Town Council will consider applications for the Planning Commission vacancy on Tuesday, January 24, 2023, at 6:00 pm at their regularly scheduled meeting.

All applications/emails will be presented to the Council for consideration that evening.

Included in this email is some information regarding the Planning Commission for you to consider:

The **Planning Commission** is created for the following purposes:

To prepare and maintain, subject to periodic revision as necessary, a Master **Plan** as described by state statutes.

To implement the provisions of Chapters 16 and 17 of this Code, and to perform all functions and powers referred to in said chapters where reference is made.(3)

To study and recommend to the Town Council amendments to the Zoning Map of the Town.

To study and recommend appropriate zoning classifications for all annexations to the Town.

To exchange information with the various governmental agencies charged with **planning** and zoning responsibilities and with the Board of Adjustment.(6)

To have all other duties and powers incidental to the above and any and all powers and duties set out by state statute, except that nothing herein shall permit the **Planning Commission** to make amendments or changes in the zoning of the Town, such powers expressly being reserved by the Town Council.

The **Planning Commission** shall consist of seven (7) members. All such members shall be bona fide residents of the Town and must have resided in Town for a least **two (2)** years. All such members shall be appointed by the Town Council after such selection process as the Council, by majority vote, approves.

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

A member of the **Planning Commission** may be removed by the Town Council if the member:(1)

Misses two (2) consecutive meetings or misses three (3) regular monthly meetings in a calendar year; or(2)

Neglects his or her duty or commits malfeasance in office; and(3)

The member has been given written notice of the reasons for the proposed removal in writing at least seven (7) days prior to removal and is given an opportunity to respond to the governing body regarding the reasons set forth in the notice.

Please consider attending on Tuesday, January 24, 2023, at 6:00 pm, so Council can ask questions to make an informative decision.

Thank you very much for wanting to be part of the Planning Commission.

Leah

Leah Vanarsdall, MMC

Severance Town Clerk

Town of Severance

3 S. Timber Ridge Pkwy, PO Box 339

Severance, CO 80546

970.686.1218

lvansdall@townofseverance.org

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From: Bradley Mott <brad@freerangehobo.com>
Sent: Thursday, January 12, 2023 8:36 PM
To: Leah Vanarsdall <LVanarsdall@townofseverance.org>
Subject: Interest in Severance Planning Commission - Bradley Mott

Hello,

I would like to express my interest in the Commissioner position on the Severance Planning Commission. I corresponded by email last year with Nicholas Wharton but had not been a member of the Severance community for long enough to qualify... I am glad to say that I do qualify now!

Please find my letter expressing interest attached, and thank you in advance.

Bradley Mott

Owner, Free Range Hobo

<https://www.freerangehobo.com>

(720) 940-8797



AGENDA ITEM SUMMARY

AGENDA ITEM	SUBMITTED BY	PRESENTED BY
Pg 104 - Non-Residential Commercial and Office Design Criteria: Land Use Code (Discussion)	Abdul Barzak, Town Planner	Abdul Barzak, Town Planner
ACTION REQUESTED		
Community Development and Management ask that the Severance Town Council review, discuss, and provide direction to Town staff on the Non-Residential Commercial and Office Design Criteria within the Land Use Code.		<u>Discussion Report</u>
BRIEF SUMMARY		
On August 3rd, 2022 and September 7th, 2022, the Land Use Advisory Committee (LUAC) reviewed, discussed, and directed Town staff with recommendations for Non-Residential Commercial and Office Design Criteria within the Land Use Code. On September 21st, 2022, the Planning Commission reviewed, discussed, and then directed Town staff with recommendations for Non-Residential Commercial and Office Design Criteria within the Land Use Code. Tonight those recommendations are before the Town Council as proposed Code Language. Town staff asks that the Town Council review, discuss, and provide direction to Town staff on the Non-Residential Commercial and Office Design Criteria within the Land Use Code. Town Staff will make final edits and bring back the Code Language to Town Council for approval via Ordinance.		
PUBLIC SUPPORT/CONCERN		
Residents have expressed the desire to increase and expand on Non-Residential Commercial and Office Design Criteria to Town staff.		
ANALYSIS AND RECOMMENDATION		
Town staff is asking for the Town Council to review, discuss, and provide direction to Town staff on the Non-Residential Commercial and Office Design Criteria within the Land Use Code.		
MATERIALS SUBMITTED		
The following materials were submitted and included in this packet: 1. Non-Residential Commercial and Office Design Criteria Memo 2. Non-Residential Commercial and Office Design Criteria Draft Code Language		

MEMORANDUM

To: Mayor and Town Council - Town of Severance

From: Josh Olhava, AICP, PCCP, Sr. Community Planner and Sr. Project Manager
Logan Graves, AICP, Community Planner

Date: January 24, 2023

Re: Council Code Review – Non-Residential Commercial and Office Design Criteria Draft Language

Overview

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

The consensus from early Council feedback and discussions with LUAC and the PC were to establish specific non-residential design requirements that could be adopted as new code language. The proposed language is specific to non-residential commercial and office design standards. Industrial standards were not identified as an area to review or analyze at this time. However, the overall structure of the proposed language would allow future inclusion of industrial specific design criteria if decided on by the Town.

The current design language specified in Article 6, Divisions 2, 3, and 4 of the Severance Municipal Code use guideline language such as “encouraged”, “should”, and “expected” with characteristic images. As noted by staff and members of LUAC, PC and Council, this language and approach lacks clarity, and leaves room for subjectivity in how the criteria are applied and regulated. The enclosed draft language would be incorporated as a new Design Standards Article of code, accompanying the recently adopted Multi-Family Design Criteria. This new Article will also incorporate by reference adopted design guidelines and corridor plans, such as the 2022 E. Harmony Road / WCR74 and 1st Street / WCR23 Corridor Plan. The Town should consider developing design guideline documents in the future to support the code criteria and provide visual representations of the design characteristics sought after.

Recommendations from LUAC and PC were based on a review of seven (7) comparable communities, industry best practices presented by staff, and consistency with the goals and vision for the community. The structure follows that of the recently approved Multi-Family Design Criteria in a user-friendly format.

Process

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

- Step 1. Staff received guidance and direction on specific topic areas and areas of concern with the existing code from Council and the PC.
- Step 2. The project team, led by Ayres, conducted a detailed code comparison between ‘like’ communities in the region, including seven (7) jurisdictions: Evans, Firestone, Frederick, Johnstown, Timnath, Wellington and Windsor. Best practices and professional guidance unique to Severance were incorporated in the final comparison tables.

- Step 3. The LUAC completed their initial review of the comparison tables and staff analysis. Following discussion by the group, the LUAC provided guidance to the project team to update and incorporate for final review by the LUAC.
- Step 4. The LUAC completed their final review of the comparison tables and recommendations. The LUAC provided a formal recommendation to the PC.
- Step 5. The PC reviewed the comparison tables, staff's analysis, and the LUAC recommendations. Following discussion by the group, the PC forwarded a formal recommendation on the code language to Council.
- Step 6. The project team prepared formal code language based on the recommendations provided and best practices for review by Council.
- Step 7. [Council review of draft code language.](#)
- Step 8. The project team will make final updates for final review and action by Council.
- Step 9. Integration of revised code language with other sections.
- Step 10. Adoption of revised code language.

Attachments

- Non-Residential Commercial and Office Design Criteria – Draft Code Language (8 pages)

CHAPTER 16 – Land Use Code Design Standards

Non-Residential Design Criteria

- (a) *Purpose.* The intent of this section is to apply enhanced design criteria and guidelines to all non-residential development within the Town.
- (b) *Provisions.* The provisions of this section are in addition to the requirements of the underlying zone district and supersede the zone district requirements. In the event of a discrepancy between the two, the Manager’s decision shall be final.
- (c) *Applicability.* These standards apply to:
1. New nonresidential commercial and office development.
 2. Modifications or additions to existing nonresidential commercial and office development, but only the portion of the development being modified.
 3. Mixed-use developments that incorporate multi-family housing shall be subject to the multi-family design criteria of this code.
- (b) *Alternative Criteria.* The Town may consider alternative solutions to the design criteria listed through the Town’s waiver procedures contained within this Code. Such waiver shall not be granted if it would be detrimental to the public good, create a conflict with an adopted plan or policy, is of a lesser-quality or would result in a lesser-quality outcome, or impair the intent and purpose of this Code.

Non-Residential Commercial and Office Design and Development Standards

The following tables establish the minimum design standards for all nonresidential commercial and office projects. Tables are divided into two sections: Building Design and Development Standards and Open Space, Landscaping and Pedestrian Connections.

Using the Tables:

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

Focus areas identified in the tables include Massing and Scale; Building Materials; Horizontal and Vertical Articulation; Transparency; Roof Forms; Colors; Screening; and Open Space, Landscaping and Amenities.

Building Design and Development Standards*	Zone District		
	SP	DN ⁽¹⁾	TC
Massing and Scale*			
Maximum Stories	2	3	
Front Setback	20'	15'	0'
Interior Side Setback	10'	15'	5'
Corner Side Setback	20'	15'	5'

Rear Setback	15'	15'	5'
Rooftop Amenity Permitted	-	X	X
Building Materials*			
Simple material finishes are encouraged, and matte finishes are preferred.			
Primary Materials Required	50% to 90%		
Secondary Materials Required	20% to 40%		
Accent Materials	10% to 30%		
Building Entrances			
Facades that face a public street or civic open space shall contain a single-story primary entrance feature.	X		
Primary entrances shall be clearly defined and oriented to the sidewalk and primary pedestrian ways.	X		
Entrance features shall occur along a building frontage.	Every 75'	Every 50'	
For a single-tenant building, façades shall be differentiated by horizontal massing techniques.	X		
Public entryways shall create architectural interest and variation from other portions of the building by incorporating the following features: • Changes in building plane through recesses and/or projections a minimum of two feet (2') in dimension; • Canopies, awnings, arcades, galleries, or other overhangs; • Raised corniced parapets over the door; • Peaked roof forms; • Display windows; • Integrated architectural embellishments such as moldings; • Changes in building material, color, and/or texture; • Special paving treatments; • Other substantial design elements that add visual interest.	Minimum of 3 features	Minimum of 5 features	
Corner buildings to be designed with angled entrances at the corner.	-	In an urban / walkable context	
Horizontal Articulation			
Building façades greater than fifty feet (50') in length shall incorporate variations in the wall plane with projections, recesses, or other variations from the main mass having a depth of at least two feet (2').	X		
Building façades shall incorporate a change of materials as follows: • At least three (3) materials for street facing façades or when facing other public areas; and • At least two (2) materials for all other facades.	X		
Each building façade shall incorporate the following elements: • Change in building colors; • Change in textures; • Variation in window design; or • Other substantial design elements that add visual interest.	Minimum of 2 elements	Minimum of 3 elements	
Remaining blank wall areas shall be broken-up by patterns of windows and doors, ornamental architectural details or changes in materials that are consistent with the architectural style of the building.	X		

Vertical Articulation	
Buildings taller than twenty feet (20') shall be designed so the massing or façade articulation of the building presents a clear base, middle, and top.	X
Visually heavier and more massive elements shall be incorporated at the building base with lighter elements above the base. Upper stories shall not appear heavier or demonstrate greater mass than the lower stories of the building.	X
Lower levels of multi-story buildings are to be differentiated by incorporating elements such as the following: • Veneer banding or wainscot; • Change in materials and/or change in textures; • Heavier materials and darker colors on lower levels; • Integrated covered walkways, trellises, or architectural awnings; • Low planters and walls; or • Other substantial design elements that distinguish lower levels.	X
Buildings shall incorporate four-sided design where all parts are perceived as a coordinated part of a unified whole. Specifically: • All sides shall exhibit the same quality, continuity, and durability of design including the same primary and secondary materials. Important sides can reflect priority in the allocation of materials. • All sides visible from streets, public spaces, or active portions of adjacent sites shall have a similar level of trim, accent material, details, and ornamentation. Greater importance shall be given to areas closest to the public realm or with greater visibility. Parts not exposed to the public may be designed for utility.	X
Transparency (Windows, Doors, and Openings)	
Ground floor façades facing a public street or other public area shall contain windows and/or doorways.	50% minimum of the total area
Upper floor facades facing a public street or other public area shall contain windows and/or doorways.	15% minimum of the total area
Storefront display windows and doors shall allow visibility into and out of the store.	X
Windows shall be accented and defined with detail elements, such as frames, sills, and lintels.	X
Colors	
Colors shall compliment one another and fit the overall architectural character of the area and be context sensitive to surrounding buildings.	X
Intense, bright, or fluorescent colors and glossy finishes shall not be used as the predominant color on any exterior wall or roof of any structure.	X
Roof Form	
No roofline along any building elevation shall exceed 30 feet in length without a visual variation that incorporates any of the following: • Projections or recessions of at least two feet (2') in depth; • Dormers; • Change in roof height of at least two feet (2'); or • Distinct architectural features.	X

Roofs of buildings shall have parapets or enclosures concealing flat roofs and roof-top equipment from public view and be constructed of materials that match the building in quality and detail. Three-dimensional cornice treatments shall be incorporated as part of the architectural design.	X
Roofs shall be designed to accommodate solar energy systems to the maximum extent practical.	X
Roofing materials shall be appropriate to the building architecture.	X
Colors	
Colors shall complement one another and fit the overall architectural character of the area and be context sensitive to surrounding buildings.	X
Intense, bright, or fluorescent colors and glossy finishes shall not be used as the predominant color on any exterior wall or roof of any structure.	X
Screening of Ancillary Uses and Utilities	
Ancillary uses such as outdoor storage areas, trash and recycling areas, loading and unloading areas, service areas, HVAC equipment, and on-site utilities shall be screened to the greatest extent possible from view of public rights-of-way, amenity and public spaces, and adjacent properties by a combination of walls, fences, landscaping, or other similar device and be incorporated into the overall site and building design.	X
Building mounted utilities and equipment shall be screened from view of public rights-of-way, amenity and public spaces, and adjacent properties by a combination of walls, fences, landscaping, or other similar devices, and shall be painted to match the adjacent wall color, when applicable.	X
Ancillary uses shall be located to the rear of the property or in a way that mitigates their potential impacts on surrounding properties and the public realm.	X
Views of ancillary uses shall be separated from sidewalks and on-site pedestrian ways. Screening structures shall be made of the same materials as the principal structure if not placed behind the building.	X
Outdoor display and storage areas shall not encroach on any portion of a walkway, drive aisles, required parking spaces, or landscape area unless otherwise authorized by this Code.	X

^[1] Includes Development Node Industrial Sub-Zoning

Supplemental Provisions - Building Design and Development Standards

a. Site Design Considerations

1. Buildings shall be arranged to frame, enclose, or give prominence to pedestrian corridors, outdoor gathering spaces, main street pedestrian or vehicle access corridors, or the corners of street intersections or entry points into the development.
2. Elements that shall be coordinated between adjacent sites include:
 - A. Shared driveways for access;
 - B. Linkages of internal vehicular and pedestrian circulation systems;
 - C. Linkages of open space systems;
 - D. Areas and access for refuse and recycling collection;
 - E. Drainage and detention facilities; and
 - F. Other improvements where a coordinated approach benefits the larger area.

b. Massing and Scale

1. Accessible elements are permitted to extend above the maximum building height.
2. A height or shadow study shall be required when reviewing a structure over three (3) stories.
3. Where applicable, building heights shall transition to adjacent residential properties and be no greater than two (2) stories taller than the tallest adjacent residential structure. Appropriate buffering and landscaping shall be incorporated as required in this Code.
4. The Town may approve a reduced side and rear setback in the Development Node Zone District when the following criteria are met:
 - A. The reduced setback shall be no less than ten (10) feet from all property lines;
 - B. The reduced setback is not adjacent to the Suburban Perimeter Zone District containing single-family housing;
 - C. The height of the building within the reduced setback area is no more than a single story in height; and
 - D. Required easements, utilities, and landscaping and buffering criteria can be accommodated within the reduced setback area.
5. Rooftop open space shall be included in all open space requirements.
 - A. Rooftop open spaces shall maintain adequate safety features to reduce the possibility of harm during their use. These safety mechanisms shall be shown on the site plan submittal and shall be approved by the Manager.

c. Building Materials

Exterior building materials should be simple, durable, and shall be compatible with the idea of agrarian architecture. While some diversity in exterior building materials and color is a part of the tradition of commercial districts, the range should be limited to promote a sense of visual continuity for the Town.

1. Permitted Materials. No more than four (4) materials should be used, including the use of secondary and accent materials. Exterior materials shall be permitted as follows:
 - A. Primary Materials:
 - Brick, unpainted
 - Natural Stone, unpainted
 - Other quality materials, such as repurposed materials
 - B. Secondary Materials:
 - Any primary materials may be used as a secondary material
 - Glass (*i.e., clear, and semi-transparent*)
 - Metal Siding (*twenty five percent (25%) maximum per building façade*)
 - Color Concrete
 - Stucco (*masonry*)
 - Quality wood or composite siding or panels
 - Architectural tiles
 - Fiber cement board
 - Other quality materials, such as repurposed materials
 - C. Accent Materials:
 - Any Primary or Secondary Materials may be used as an accent material
 - Wood trim (*or equal or better simulated material*)
 - Precast stone, or wood moldings or similar architectural details (*or equal or better simulated material*)
 - D. Prohibited Materials:
 - Vinyl Siding
 - Exterior Insulation and Finish Systems (*EIFS*)
 - Reflective or mirror glass

Open Space, Landscaping, and Pedestrian Connections*	Zone District		
(Reference Open Space, Landscaping, and Buffering criteria of this Code)	SP	DN ^[1]	TC
Open Space			
Developments shall provide the minimum twenty percent (20%) of the gross land as functional open space. An exception may be granted by the Manager for infill town core projects.	10% to 20% as passive open space 20% to 30% as active open space		
Open space designs shall be context sensitive, considering that: • Compact and formal gathering spaces are most appropriate in walkable commercial and mixed-use areas; and • More spacious and natural areas are most appropriate in large / spread-out commercial or industrial areas.	X		
Landscaping			
The following areas are required to be landscaped: • Bufferyards; • Plazas and courtyards; • Parking areas using islands/medians/perimeter plantings; • Streetscapes; • Stormwater areas; and • Unused portions of a site not already occupied by site features.	X	X	Context Sensitive
A minimum of 1 tree / 1,000 sqft of landscaped area shall be provided, subject to adopted water conservation policies.	Minimum 50% shade/ deciduous Minimum 25% coniferous		
A minimum of 1 shrub / 150 sqft of landscaped area shall be provided and must be grouped and distributed throughout the site. With approval, trees may be substituted for up to ½ of the required shrubs at the rate of 1 tree / 10 shrubs.	X		
Irrigated turf or an alternative as approved, shall be utilized for active recreation areas, and maintained to appropriate industry standards.	X		
Native grass is highly encouraged for areas that will not function as active recreation areas. Native grass must be weed-free and maintained at a maximum height of eight inches (8") following industry standards for establishment timeframes.	X		
Landscaped areas shall be covered with live irrigated, lower water consuming ground cover, except for areas where additional hardscape is allowed or an alternative as approved.	Minimum 75% of landscape area		Context Sensitive
Pedestrian walks and other hardscape landscape features and amenities may comprise the required landscape areas. Includes features such as outdoor seating areas, plazas with recreation and entertainment areas, water features, public art, and approved permeable pavement.	Maximum 50% of landscape area		Maximum 75% of landscape area
Landscape buffers shall be provided in accordance with the buffering criteria of this Code.	X		Context Sensitive
Parking lot landscaping shall be provided in accordance with the parking lot design criteria of this Code.	X		
Plazas and courtyards shall include following amenity element types:	Minimum of 3 element types		Minimum of 4

- Seating at 1 space / 150 square feet of plaza/courtyard area (<i>seating may be provided with chairs and tables, benches, and/or seating walls</i>); - Trees appropriate for the space planted at 1 tree / 750 square feet of plaza or courtyard area; - Art or creative features (<i>i.e., water features, fire features, interactive features for families and kids</i>); - Areas and facilities for recreation, entertainment, or educational activities; - Other substantially appropriate amenities or design elements.			element types
Streetscape			
Perimeter treatment adjacent to roadways should include a landscape buffer of varying widths, with a minimum width of ten feet (10') and a maximum width of twenty feet (20'). An exception may be granted by the Manager for infill town core projects.	X		
A pathway at least six feet (6') in width shall be provided parallel to the street. The pathway shall be designed to provide adequate space for pedestrians, street furniture, outdoor seating areas, landscaping, and other amenities to enhance the pedestrian experience.	X	X	Context Sensitive
A landscape strip ten feet (10') in width shall be planted with at least 1 tree / 35 feet of frontage between the street and pedestrian pathway. The landscape strip, where applicable, shall be landscaped with irrigated lower water-consuming grass or other material suitable for the area. An exception may be granted by the Manager for infill town core projects.	75% shade / deciduous species 25% other approved species		
Coniferous / evergreen trees shall be placed a minimum of ten feet (10') off the southern edge of a public street, sidewalk, or trail to minimize winter icing concerns where possible.	X		
Pedestrian Connections			
Sites shall include direct pedestrian connections and circulation routes at the same or greater frequency as is provided by streets, driveways, and internal access streets.	X		
Pedestrian access and circulation within a site shall provide dedicated pedestrian facilities that connect each of the following: - Public entrances of all buildings; - Public sidewalks on adjacent streets or internal access streets; - Required open space and other site amenities; - Community trails located within the vicinity of the site; and Adjacent project sites, where pedestrian access between sites via the sidewalks on streets or internal access streets is remote or nonexistent.	X		
Pedestrian traffic shall be separate and distinct from motor vehicle circulation to the greatest extent possible. If not possible, potential hazards shall be mitigated using the following strategies: - Special paving, pavement markings, signs, striping and/or bollards; - Median refuge areas, traffic calming features, and landscaping; - Lighting or other means to clearly delineate pedestrian areas.	X		

Internal sidewalk widths shall meet the following minimum criteria: • General: five feet (5') • Along a building façade that abuts a parking area or along parking with vehicle overhangs: eight feet (8') • Along a building façade with a primary entrance: ten feet (10')	X		
Pedestrian walkways shall feature adjoining landscaped areas that include trees, shrubs, benches, flower beds, ground cover or other materials for not less than fifty percent (50%) of its length.	X	X	15% - Context Sensitive
Sidewalks shall be located an average of eight feet (8') away from the façade of the building to provide planting beds for foundation landscaping, except where features such as arcades, display windows or entryways are part of the façade.	X	X	Context Sensitive
Water Conservation			
A minimum of seventy percent (70%) of shrubs or trees shall be classified as very low or low water use.	X		
A maximum of ten percent (10%) of shrubs or trees shall be classified as high-water use.	X		
Sites over three (3) acres shall be organized into distinct hydrozones according to their microclimatic needs and water requirements. • Plants with similar water requirements shall be grouped together in the same irrigation zones. • Grass turf areas classified as medium or high-water use shall be limited to high use or high visibility areas.	X		
Grass varieties listed as low water use may be used without limitation.	X		

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

Supplemental Provisions – Open Space, Landscaping, and Pedestrian Connections

This design criteria supplements and supports the criteria located in other sections of this Code pertaining to topics such as open space, landscaping, buffering, and parking design standards. Any applicant or entity wishing to develop or construct within the Town shall review and conform to all applicable criteria of this Code.

a. Open Space and Landscaping

1. Open spaces should be designed to serve multiple requirements of this Code including buffers, screening, stormwater, or formal open space. In no instance should open space design and integration compromise other design objections and functions such as site drainage.
2. Plazas and courtyards may be required for mixed-use or nonresidential developments based on consideration of the scope and scale of the proposal and mix of uses, the proposed building placement and design, and the quality of the proposed landscape and screening design.
3. Plazas and courtyards shall be centrally located within the development area and accessible to residents, customers, and guests they are intended to serve.



AGENDA ITEM SUMMARY

AGENDA ITEM	SUBMITTED BY	PRESENTED BY
Pg 115 - Resolution 2023-05R: A Resolution of the Town Council of the Town of Severance, Colorado, Amending Resolution 2018-17R	Nicholas Wharton, Town Manager	Nicholas Wharton, Town Manager
ACTION REQUESTED		
Town Staff is asking the Severance Town Council to review, discuss and take action on the IFC 2012 edition and adopt the 2018 edition. Actions that may be taken: 1. Move to approve Resolution 2023-05R as proposed 2. Take no Action		<u>Resolution</u> <u>Attorney Approved</u> <u>Action Requested</u>
BRIEF SUMMARY		
Town Council approves and confirms the International Fire Code 2018 Edition, issued and published by the International Code Council, 4501 Flossmoor Road, Country Club Hills, IL 60478, including appendices B, C, D, E, F, G, H, I, and K, together with the amendments submitted and adopted by the Windsor-Severance Fire Protection District ("District") and specifically identified in Section III of this resolution, for application and enforcement within the portions of the District's jurisdiction that are also lying within the Town of Severance's territorial boundaries pursuant to C.R.S. § 32-1-1002(d), subject to the following: a. It shall be the sole and exclusive responsibility of the Windsor-Severance Fire Protection District to enforce the 2018 edition of the International Fire Code, as amended and adopted by the Windsor-Severance Fire Protection District. b. The approval of the 2018 edition of the International Fire Code as provided and amended by the District does not supersede, amend, waive or otherwise affect the provisions or the enforcement of the Town of Severance Building Code or any other Town code, ordinance or regulation.		
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 IFC 2012 edition and adopt the 2018 edition		
MATERIALS SUBMITTED		
The following materials were submitted and included in this packet: 1. Resolution 2023-05R 2018 IFC Amending 2018-17R		

**TOWN OF SEVERANCE
RESOLUTION NO. 2023-05R**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
SEVERANCE, COLORADO, AMENDING RESOLUTION NO. 2018-17R**

WHEREAS, on November 5, 2018, the Town Council adopted Resolution No. 2018-17R, stating that the International Fire Code, 2018 edition, applies to the Windsor-Severance Fire Protection District's ("District") service boundaries that are also located within the Town of Severance, as permitted under C.R.S. § 32-1-1002(d); and

WHEREAS, Town Council desires to amend Resolution No. 2018-17R to clarify the Town's intention in adopting Resolution No. 2018-17R, which was to confirm the 2018 edition of the IFC, together with the District's proposed amendments thereto, should apply to the District's boundaries that are also located within the Town.

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

Section 1. Section 1 of Resolution No. 2018-17R is hereby amended so that it now reads as follows:

"SECTION I: Town Council approves and confirms the International Fire Code 2018 Edition, issued and published by the International Code Council, 4501 Flossmoor Road, Country Club Hills, IL 60478, including appendices B, C, D, E, F, G, H, I, and K, together with the amendments submitted and adopted by the Windsor-Severance Fire Protection District ("District") and specifically identified in Section III of this resolution, for application and enforcement within the portions of the District's jurisdiction that are also lying within the Town of Severance's territorial boundaries pursuant to C.R.S. § 32-1-1002(d), subject to the following:

a. It shall be the sole and exclusive responsibility of the Windsor-Severance Fire Protection District to enforce the 2018 edition of the International Fire Code, as amended and adopted by the Windsor-Severance Fire Protection District.

b. The approval of the 2018 edition of the International Fire Code as provided and amended by the District does not supersede, amend, waive or otherwise affect the provisions or the enforcement of the Town of Severance Building Code or any other Town code, ordinance or regulation."

RESOLVED AND APPROVED this 24th day of January, 2023.

TOWN OF SEVERANCE

ATTEST:

BY: _____
Matthew Fries, Mayor

Leah Vanarsdall, Town Clerk



AGENDA ITEM SUMMARY

AGENDA ITEM	SUBMITTED BY	PRESENTED BY
Pg 117 - Ordinance 2023-01: Ordinance of the Town Council of the Town of Severance, Colorado, Amending Article 5 of Chapter 18 of the Severance Municipal Code pertaining to the 2012 Edition of the International Fire Code	Nicholas Wharton, Town Manager	Nicholas Wharton, Town Manager
ACTION REQUESTED		
Town Staff is asking Severance Town Council to review, discuss, and take action on proposed Ordinance 2023-01 to adopt the 2018 international Fire Code. Actions that may be taken: 1. Motion to adopt Ordinance 2023-01 as proposed 2. Take no action		<u>Ordinance</u> <u>Action Requested</u> <u>Attorney Approved</u>
BRIEF SUMMARY		
On November 5, 2018, the Town Council adopted Resolution No. 2018-17R, stating that the International Fire Code, 2018 edition, applies to the Windsor-Severance Fire Protection District's ("District") service boundaries that are also located within the Town of Severance, as permitted under C.R.S. § 32-1-1002(d). On January 24, 2023, the Town Council adopted Resolution No. 2023-05R, amending Resolution No. 2018-17R to clarify the Town's intention in adopting Resolution No. 2018-17R, which was to confirm the 2018 edition of the IFC, together with the District's proposed amendments thereto, should apply to the District's boundaries that are also located within the Town. After adopting Resolution No. 2023-05R, the Town Council has determined that Sections 18-5-10 through 18-5-30 of the Severance Municipal Code, which adopted by reference the 2012 edition of the International Fire Code, are superfluous and potentially conflict with the current edition of the International Fire Code that applies within the Town The Town desires to repeal Sections 18-5-10 through 18-5-30 of the Severance Municipal Code to eliminate any confusion, and the Town finds that repealing such sections will increase the effectiveness of the Severance Municipal Code with regard to its underlying goals. This ordinance is enacted pursuant to the Town of Severance's Home Rule Authority under Article XX, § 6 of the Constitution of the State of Colorado, and pursuant to the Town of Severance's police powers, in order to safeguard and preserve the public health, safety and welfare of the Community.		
PUBLIC SUPPORT/CONCERN		

None at this Time

ANALYSIS AND RECOMMENDATION

Town Staff is asking Severance Town Council to review, discuss, and take action on proposed Ordinance 2023-01 to adopt the 2018 international Fire Code.

MATERIALS SUBMITTED

The following materials were submitted and included in this packet:

1. Ord 2023-01 Repeal of 2012 IFC adopt 2018 IFC

**TOWN OF SEVERANCE
ORDINANCE NO. 2023-01**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF SEVERANCE,
COLORADO, AMENDING ARTICLE 5 OF CHAPTER 18 OF THE SEVERANCE
MUNICIPAL CODE PERTAINING TO THE 2012 EDITION OF THE
INTERNATIONAL FIRE CODE**

WHEREAS, on November 5, 2018, the Town Council adopted Resolution No. 2018-17R, stating that the International Fire Code, 2018 edition, applies to the Windsor-Severance Fire Protection District's ("District") service boundaries that are also located within the Town of Severance, as permitted under C.R.S. § 32-1-1002(d); and

WHEREAS, on January 24, 2023, the Town Council adopted Resolution No. 2023-05R, amending Resolution No. 2018-17R to clarify the Town's intention in adopting Resolution No. 2018-17R, which was to confirm the 2018 edition of the IFC, together with the District's proposed amendments thereto, should apply to the District's boundaries that are also located within the Town; and

WHEREAS, after adopting Resolution No. 2023-05R, the Town Council has determined that Sections 18-5-10 through 18-5-30 of the Severance Municipal Code, which adopted by reference the 2012 edition of the International Fire Code, are superfluous and potentially conflict with the current edition of the International Fire Code that applies within the Town; and

WHEREAS, the Town desires to repeal Sections 18-5-10 through 18-5-30 of the Severance Municipal Code to eliminate any confusion, and the Town finds that repealing such sections will increase the effectiveness of the Severance Municipal Code with regard to its underlying goals; and

WHEREAS, this ordinance is enacted pursuant to the Town of Severance's home rule authority under Article XX, § 6 of the Constitution of the State of Colorado, and pursuant to the Town of Severance's police powers, in order to safeguard and preserve the public health, safety and welfare of the community.

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

Section 1. Section 18-5-10, "Adoption," of Article 5, Chapter 18 of the Severance Municipal Code is hereby repealed and reserved as follows:

Sec. 18-5-10. - Reserved.

Section 2. Section 18-5-20, "Copy on file," of Article 5, Chapter 18 of the Severance Municipal Code is hereby repealed and reserved as follows:

Sec. 18-5-20. - Reserved.

Section 3. Section 18-5-30, “Amendments,” of Article 5, Chapter 18 of the Severance Municipal Code is hereby repealed and reserved as follows:

Sec. 18-5-30. - Reserved.

Section 4. If any article, section, paragraph, sentence, clause, or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The Town Council hereby declares it would have passed this ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 5. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

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

INTRODUCED, READ, ADOPTED, APPROVED, AND ORDERED PUBLISHED IN FULL this 24th day of January 2023.

TOWN OF SEVERANCE, COLORADO

Matthew Fries, Mayor

ATTEST:

Leah Vanarsdall, MMC, Town Clerk

APPROVED AS TO FORM:

Hayashi & Macsalka, LLC, Town Attorney



AGENDA ITEM SUMMARY

AGENDA ITEM	SUBMITTED BY	PRESENTED BY
Pg 121 - Resolution 2023-06R: Gift Agreement Ratification	Abdul Barzak, Town Planner	Abdul Barzak, Town Planner
ACTION REQUESTED		
Community Development and Town Management ask the Severance Town Council to review, discuss, and take action on Resolution 2023-06R. Actions that may be taken: 1. Approve Resolution 2023-06R ratifying the Gift Agreement and authorizing Town Management to execute all associated documents. 2. Take no action.		<u>Resolution</u> <u>Attorney Approved</u> <u>Action Requested</u>
BRIEF SUMMARY		
Town Management, on behalf of the Town of Severance, and Big Horn Reservoir LLC have entered into a Gift Agreement pertaining to the transfer of certain real property owned by Big Horn Reservoir, LLC, which is necessary for completing the E. Harmony Road/Weld County Road 19 Intersection Improvements Project, subject to the approval of the Severance Town Council. Tonight, Resolution 2023-06R asks the Severance Town Council to ratify this gift agreement and authorize Town Management to execute all associated documents.		
PUBLIC SUPPORT/CONCERN		
None at this time.		
ANALYSIS AND RECOMMENDATION		
Community Development and Town Management asks the Severance Town Council to review, discuss, and approve Resolution 2023-06R ratifying the Gift Agreement and authorizing Town Management to execute all associated documents.		
MATERIALS SUBMITTED		
The following materials were submitted and included in this packet: 1. 2023-06R - Gift Agreement Ratification		

RESOLUTION NO. 2023-06R

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SEVERANCE, COLORADO, RATIFYING AN AGREEMENT BETWEEN THE TOWN OF SEVERANCE AND BIG HORN RESERVOIR, LLC PERTAINING TO THE ACQUISITION OF PROPERTY NECESSARY FOR THE WELD COUNTY ROAD 19/WELD COUNTY ROAD 74 INTERSECTION IMPROVEMENTS PROJECT

WHEREAS, the Town Manager, on behalf of the Town of Severance, and Big Horn Reservoir LLC have entered into a Gift Agreement pertaining to the transfer of certain real property owned by Big Horn Reservoir, LLC, which is necessary for completing the Weld County Road 19/Weld County Road 74 Intersections Improvement Project, subject to the approval of the Severance Town Council; and

WHEREAS, the Town Council desires to ratify and approve the Gift Agreement, and to direct the Town Manager to move forward with such matters as may be advisable to consummate the acquisition.

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

Section 1. The Gift Agreement presented by the Town and Big Horn Reservoir LLC is ratified and approved in the form substantially similar to the form attached hereto as **Exhibit A** and incorporated herein by this reference.

Section 2. The acquisition of the property from Big Horn Reservoir LLC in accordance with such agreement is authorized.

Section 3. Amendments to the Gift Agreement that do not significantly impact the substance of the transaction, such as modifying the timelines associated with title review, survey work and other matters related to due-diligence investigations, are authorized and the Town Manager is authorized to execute such amendment documents.

Section 4. The Town Manager is further authorized and directed to secure such inspections, and to pursue such other due diligence items, all as may be necessary and advisable for the potential acquisition of the property, as well as commence any other preliminary steps as necessary to proceed to closing.

Section 5. The Town Manager is authorized to sign, execute and deliver any and all documents necessary to complete the transaction on behalf of the Town at closing and to effectuate the conveyance of the property to the Town.

RESOLVED AND APPROVED this ____ day of _____, 2023.

TOWN OF SEVERANCE, COLORADO

Matthew Fries, Mayor

ATTEST:

Leah Vanarsdall, Town Clerk

APPROVED AS TO FORM:

Hayashi & Macsalka, LLC, Town Attorney

GIFT AGREEMENT

THIS AGREEMENT is made on the date set forth preceding the signatures below by and between the undersigned donor, Big Horn Reservoir, LLC, a Colorado limited liability company (the “*Donor*”) and the Town of Severance, Colorado (the “*Town*”). The Donor and the Town are the “*Parties*” to this Agreement.

Background

The Donor is the owner of certain real property located in Severance, Colorado, more particularly described on Exhibit A attached hereto (“*Premises*”). It is the Donor’s intention to gift the Premises to the Town for the use of the public.

The Town is a political subdivision or governmental unit for the purposes of Section 170(c)(1) of the Internal Revenue Code of 1986, as amended (the “*Code*”).

The Parties desire to enter into an agreement establishing certain responsibilities and rights of each with respect to the Premises. Accordingly, in consideration of these mutual promises, it is hereby agreed by and between the Parties as follows:

A. Donation of Premises.

1. The Donor shall donate the Premises to the Town, subject to the terms and conditions of this Agreement.
2. The Parties agree that delivery and possession of the Premises will occur within 90 days of approval or ratification of this Agreement by the Town of Severance Town Council.
3. Donor will execute and deliver to the Town a Special Warranty Deed to the Premises in the form set forth on Exhibit B, attached hereto.
4. Donor represents and warrants to the Town that the Donor has good and marketable title to the Premises and that such property is free from all mortgages, security interests or other encumbrances.
5. The Town represents and warrants to the Donor that it has full power and authority to enter into this Agreement, and when signed, it shall be a valid obligation of and enforceable against the Town.
6. The Town will obtain at its own expense and cost a Title Insurance Commitment (the “*Title Commitment*”) from Land Title Guarantee Company (the “*Title Company*”), a copy of which is attached hereto as Exhibit C. The Title Commitment shows title to the Premises in Donor, subject only to those Exceptions set forth on Schedule B, Part II to the Title Commitment. (the “*Exceptions*”). The Town acknowledges that the Exceptions are acceptable to the Town. Any

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{W1383214 CTE}

easements, liens, and other title matters not shown by the public records of which Donor has no knowledge may be addressed to the satisfaction of the Town, as directed by the Title Company, or at the election of the Town, by affidavit, representations and/or warranties from Donor, as provided for herein. The Town may update the Title Commitment up to and including the date of closing and the latest updated Title Commitment shall be substituted as Exhibit C. The Town is responsible for the cost of the Title Commitment, any updates thereto, and for the premiums for any Title Insurance policy purchased at closing.

7. The Town and the Donor shall comply with all Requirements contained in Schedule B, Part I of the Title Commitment.
8. After dedication to the Town, the Town will be responsible for all maintenance, improvements, taxes and the like of the Premises.
9. After dedication to the Town, Donor shall relocate the fence and posts on the Premises at Donor's sole direction and the Town shall reimburse Donor for such costs not to exceed \$12,655 within thirty (30) days of submittal of an invoice to Town.
10. After dedication to the Town, any and all other work on the Premises, other than the fence relocation, shall be the sole and absolute responsibility of the Town.

B. Amendment, Binding, Attorneys Fees.

1. This Agreement may only be amended by an instrument in writing executed by the Parties.
2. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, distributees, heirs, legal representatives and assigns.

C. Appraisal and IRS Requirements.

It is the Donor's responsibility to take the necessary action to qualify gifts to the Town for a charitable deduction. .

D. Miscellaneous.

1. Nothing herein shall constitute a multiple year fiscal obligation pursuant to Colorado Constitution Article X, Section 20, and the Town's obligations pursuant to this Agreement are subject to the annual appropriation of funds by its governing body.
2. This Agreement is governed by the laws of the State of Colorado.

JB

3. If any provision, term or condition of this Agreement shall be judicially determined to be invalid, unenforceable, or illegal for any reason, including waiver of any particular right, the other portions of this Agreement shall nevertheless continue in full force and effect, including waiver of other rights, even though such waiver may be contained in the same sentence. If such provision is declared invalid or unenforceable due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.
4. This Agreement contains the entire understanding between the parties pertaining to the subject matter hereof. No representations, promises, warranties or covenants of any kind, whether oral or otherwise, have been made by the parties except those contained herein.
5. This Agreement, each of its provisions and all representations warranties covenants and agreements in this Agreement will survive the transfer of title to the Premises to the Town.

The following page contains date and signatures only.

B

Effective: 12/28, 2022.

DONOR: BIG HORN RESERVOIR, LLC

Larry S. Buckendorf
Larry S. Buckendorf, Authorized Agent

STATE OF Colorado)
) ss.
COUNTY OF Weld)

The foregoing instrument was acknowledged before me this 28 day of December, 2022, by Larry S. Buckendorf, as Authorized Agent of Big Horn Reservoir, LLC, as Donor.

Witness my hand and official seal.

My commission expires 1-21-24.

(SEAL)

[Signature]
Notary Public

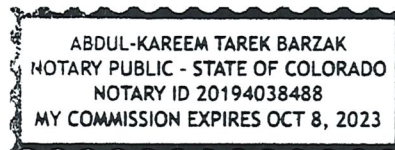


TOWN OF SEVERANCE:

Nicholas J. Wharton
By: Nicholas J. Wharton

Title: Town Manager

STATE OF COLORADO)
) ss.
COUNTY OF WELD)



The foregoing instrument was acknowledged before me this 5TH day of JANUARY, 2023, by Nicholas Wharton as Town Manager

Witness my hand and official seal.

My commission expires Oct 8, 2023.

(SEAL)

[Signature]
Notary Public

EXHIBIT A

PARCEL DESCRIPTION

A parcel of land, being part of Tract "S", Hunters Crossing Subdivision Filing No. 1, as recorded May 20, 2019, as Reception No. 4490524 of the Records of the Weld County Clerk and Recorder, situate in the Northwest Quarter (NW1/4) of Section Three (3), 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:

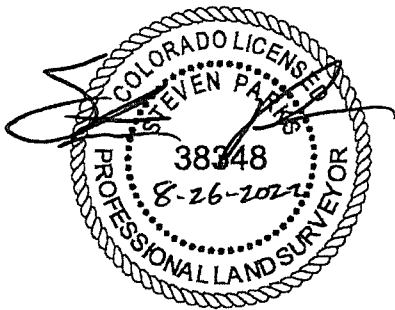
BEGINNING at the Northwest corner of said Tract "S" and assuming the Northerly line of Tract "S" as bearing North 88°52'59" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 115.11 feet and with all other bearings contained herein relative thereto;

THENCE North 88°52'59" East along said Northerly line a distance of 40.00 feet;
THENCE South 43°47'55" West a distance of 56.49 feet to the Westerly line of said Tract "S";
THENCE North 01°17'09" West along said Westerly line a distance of 40.00 feet to the POINT OF BEGINNING.

Said described parcel of land contains 800 Square Feet or 0.018 Acres, more or less (±).

SURVEYORS STATEMENT

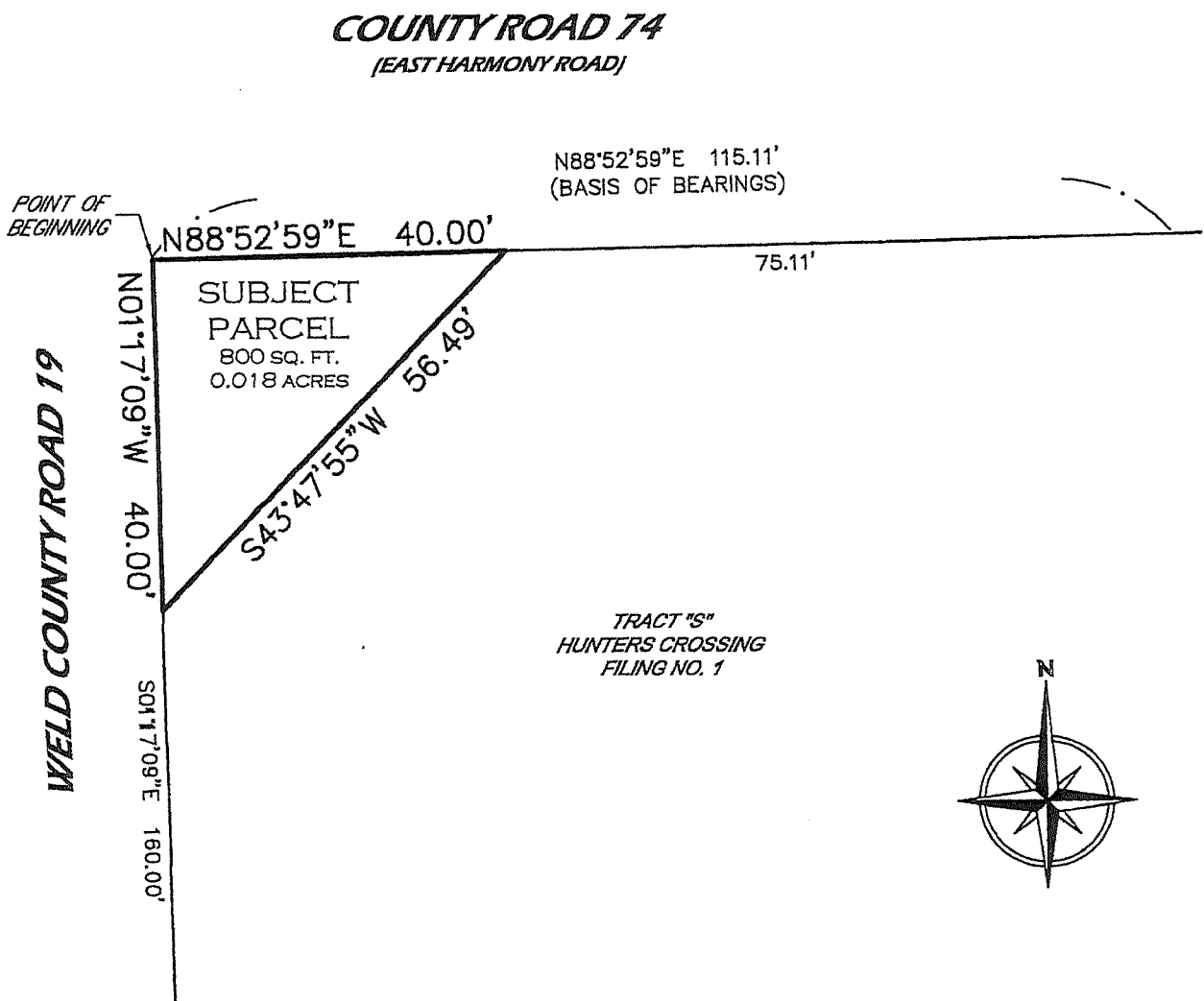
I, Steven Parks, a Colorado Licensed Professional Land Surveyor do hereby state that this Parcel Description was prepared under my personal supervision and checking, and that it is true and correct to the best of my knowledge and belief.



Steven Parks - on behalf of Majestic Surveying, LLC
Colorado Licensed Professional Land Surveyor #38348

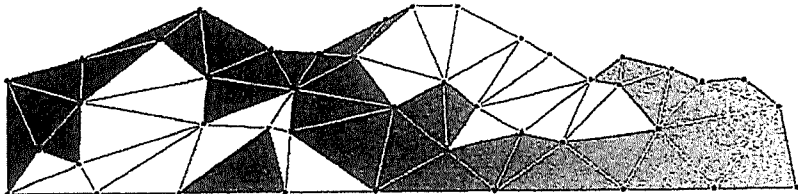
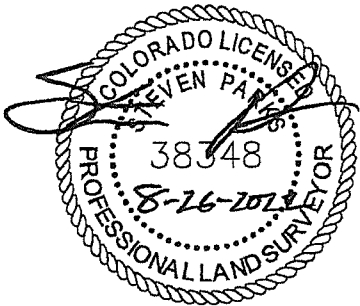


MAJESTIC SURVEYING
1111 Diamond Valley Drive, Suite 104
Windsor, Colorado 80550



Note: This drawing does not represent a monumented land survey. Its sole purpose is a graphic representation of the accompanying written description.

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. (CRS 13-80-105)



MAJESTIC SURVEYING

Steven Parks, PLS 38348
On behalf of Majestic Surveying, LLC

PROJECT NO: 2022397 CLIENT: CCG
DATE: 8-26-2022 SCALE: 1"=20'

After Recording Return to
Town of Severance
PO Box 339
Severance, Colorado 80546

SPECIAL WARRANTY DEED

This Deed, made Dec 28, 2022
Between **Big Horn Reservoir, LLC** of the County **Weld**, State of **COLORADO**, grantor(s) and, **Town of Severance, a Colorado municipal corporation**, whose legal address is 3 S. Timber Ridge Parkway, P.O. Box 339, Severance, Colorado 80546, grantee(s)

WITNESSETH, That the grantor(s), for and in the consideration of the sum of Ten Dollars and no/100, (\$10.00) the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee(s), his heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of **Weld**, State of **COLORADO** described as follows:

See Exhibit A attached hereto and incorporated herein by reference ("Property").

Grantor shall reserve and retain any and all minerals, mineral rights, gravel and gravel rights, oil and oil and gas rights, rights of way and easements, if any, that may be owned by Grantor with respect to the Property, except that Grantor waives all rights of ingress and egress in and to the Property for the purposes of exploring, developing, mining or drilling for the same; Grantor shall have no right to explore for, drill, extract, produce, mine, or otherwise carry on development of any of the products on or from the surface of the Property by any means other than pooling and unitization of the mineral estate owned by Grantor with other land or by directional drilling under the Property from wells that are drilled on land other than the Property; provided, however, that in the event any of such operations may hereafter be carried on beneath the surface of the Property, that all surface operations in connection therewith are located at a point outside the Property conveyed and upon the condition that none of such operations shall be conducted in a manner as to interfere with the intended use thereof, as to impair the subsurface or lateral support of said premises, or in any way interfere with, jeopardize, or endanger the facilities of the Grantee or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of the Grantee.

TOGETHER with all and singular hereditaments and appurtenances, thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD said premises above bargained and described, with the appurtenances, unto the grantee, their heirs and assigns forever. The grantor(s), for themselves, their heirs and personal representatives or successors, does covenant and agree that they shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee(s), their heirs and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the grantor(s).

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the grantor has executed this on the date set forth above.

Grantor:

Big Horn Reservoir, LLC a Colorado
limited liability company

By: Larry S. Buckendorf, Authorized Agent

STATE OF COLORADO
}ss:
COUNTY OF Weld

The foregoing instrument was acknowledged before me December 28, 22 by Larry S. Buckendorf as Authorized Agent for Big Horn Reservoir, LLC.

Witness my hand and official seal.

LAIRA ZIEGLER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19964000495
MY COMMISSION EXPIRES 01/21/2024

Laira Ziegler
Notary Public: Laira Ziegler
My Commission expires: 1-21-24

EXHIBIT A

PARCEL DESCRIPTION

A parcel of land, being part of Tract "S", Hunters Crossing Subdivision Filing No. 1, as recorded May 20, 2019, as Reception No. 4490524 of the Records of the Weld County Clerk and Recorder, situate in the Northwest Quarter (NW1/4) of Section Three (3), 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:

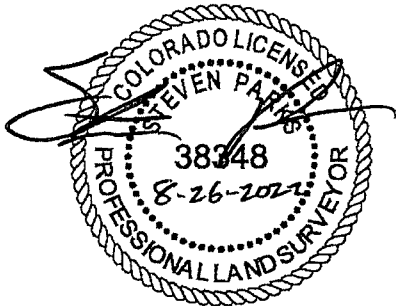
BEGINNING at the Northwest corner of said Tract "S" and assuming the Northerly line of Tract "S" as bearing North 88°52'59" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 115.11 feet and with all other bearings contained herein relative thereto;

THENCE North 88°52'59" East along said Northerly line a distance of 40.00 feet;
THENCE South 43°47'55" West a distance of 56.49 feet to the Westerly line of said Tract "S";
THENCE North 01°17'09" West along said Westerly line a distance of 40.00 feet to the POINT OF BEGINNING.

Said described parcel of land contains 800 Square Feet or 0.018 Acres, more or less (±).

SURVEYORS 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.

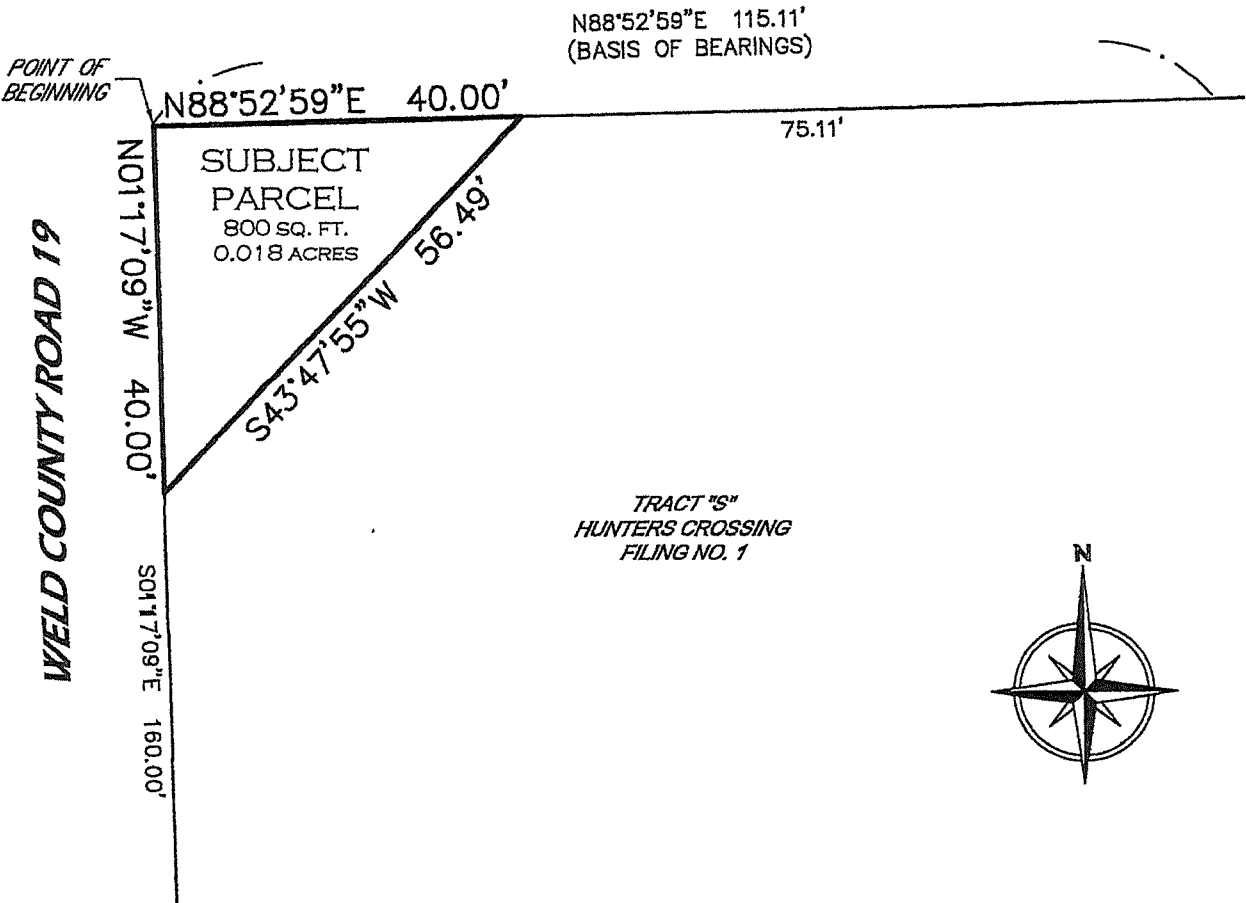


Steven Parks - on behalf of Majestic Surveying, LLC
Colorado Licensed Professional Land Surveyor #38348



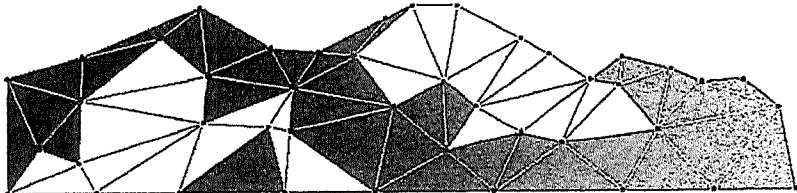
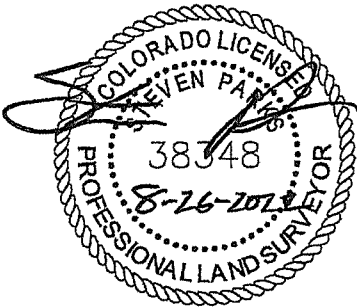
4875856 Pages: 3 of 3
01/06/2023 03:10 PM R Fee:\$23.00 D Fee:\$0.00
Carly Koppes, Clerk and Recorder, Weld County, CO


COUNTY ROAD 74
(EAST HARMONY ROAD)



Note: This drawing does not represent a monumented land survey. Its sole purpose is a graphic representation of the accompanying written description.

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. (CRS 13-80-105)



MAJESTIC SURVEYING

Steven Parks, PLS 38348
On behalf of Majestic Surveying, LLC

PROJECT NO: 2022397 CLIENT: CCG
DATE: 8-26-2022 SCALE: 1"=20'



AGENDA ITEM SUMMARY

AGENDA ITEM	SUBMITTED BY	PRESENTED BY
Pg 133 - Resolution 2023-08R: Impact Fee Study Contract	Lindsay Radcliff, Deputy Town Manager	Lindsay Radcliff-Coombes
ACTION REQUESTED		
Town Management asks the Town Council to review, discuss, and take action on Resolution 2023-08R. • Actions that may be taken: 1. Approve Resolution 2028-08R 2. Approve Resolution 2023-08R with Amendments 3. Take no action.		<u>Attorney Approved</u> <u>Resolution</u> <u>Action Requested</u>
BRIEF SUMMARY		
As discussed with the Town Council, Management has conducted a Request for Proposal (RFP) for an impact fee study to be conducted. Management received five (5) proposals ranging from \$34,692 to \$76,885 and recommends that the Town Council enter into an agreement with TischLerbise for \$61,670 to complete this study.		
PUBLIC SUPPORT/CONCERN		
None at this time.		
ANALYSIS AND RECOMMENDATION		
Management recommends that the Town Council move to approve Resolution 2023-08R.		
MATERIALS SUBMITTED		
The following materials were submitted and included in this packet: 1. RFP Scorecard (Impact Fee Study) 2. 2023-08R - TischlerBise DIF Study 3. General Services Contract (TischlerBise) 4. TischlerBise Town of Severance Development Impact Fee Proposal		

**TOWN OF SEVERANCE
IMPACT FEE STUDY PROPOSAL SCORECARD**

CONSULTING FIRM	STAFF RANKING	NOTES
TISCHLERBISE	1st	\$61,670 (Jan-June)
FCS GROUP	4th	\$76,885 (Jan-July)
WILLDAN	3rd	\$44,525 (Jan-Early May)
WEL CONSULTING	5th	\$45,000 (Jan-May)
BBC RESEARCH	2nd	\$34,692 (Jan-Early April)

RESOLUTION NO. 2023-08R

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SEVERANCE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF SEVERANCE AND TISCHLER BISE FOR PROFESSIONAL SERVICES

WHEREAS, the Town of Severance (“Town”) is in need of professional services to prepare a development impact fee study (“Project”); and

WHEREAS, the Town published a request for proposals for such services for the Project; and

WHEREAS, the Town has evaluated the proposals submitted in response to the request for proposals, and finds that TischlerBise is the most qualified for the professional services described in the request for proposals; and

WHEREAS, the Town finds that TischlerBise has the expertise, qualifications, and experience to perform the work and duties required for the Project, and desires to select TischlerBise for the request for proposals and to enter into an agreement with TischlerBise to provide the services as described in the scope of services, attached to the General Services Agreement as Exhibit A; and

WHEREAS, the Town Council finds and declares that it is in the best interest of the Town to award the request for proposals to TischlerBise as the most qualified, responsive proposal.

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

The General Services Agreement between the Town of Severance and TischlerBise is approved in substantially the same form as the copy attached hereto and made a part of this Resolution, and the Town Manager is authorized to execute the Agreement on behalf of the Town.

RESOLVED AND APPROVED this 24th day of January, 2023.

TOWN OF SEVERANCE, COLORADO

Matthew Fries, Mayor

ATTEST:

Leah Vanarsdall, Town Clerk

APPROVED AS TO FORM:

Hayashi & Macsalka, LLC, Town Attorney

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES (the "Agreement") is made and entered into this 16 day of January, 2023 (the "Effective Date"), by and between the **TOWN OF SEVERANCE**, a Colorado home-rule municipality with an address of 3 South Timber Ridge Pkwy., Severance, Colorado 80550 (the "Town"), and Tighler Bise, Inc., an independent contractor with a principal place of business at 4701 Sangamore Rd Suite 200, Boulder, Colorado 80514 ("Contractor") (each a "Party" and collectively the "Parties").

I. SCOPE OF SERVICES

A. Contractor shall provide to the Town certain services described in Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference and known as: **Project Name (Number) Project**. Furthermore, Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in Exhibit A.

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. TERM AND TERMINATION

A. This Agreement shall commence on the Effective Date and shall continue until Contractor completes the Scope of Services to the satisfaction of the Town, or until terminated as provided herein.

B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

III. COMPENSATION

A. In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor (check and initial as applicable below):

☒ CB A fixed sum of \$ 61,670.

☐ Based upon services rendered and billed in accordance with the rate schedule attached hereto as Exhibit A, but in no event shall the total compensation exceed \$_____.

☐ As described in Exhibit A.

This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for such fees, costs and expenses.

B. The Town will make payment due to Contractor for compensation for completed services within thirty (30) days after invoices submitted by Contractor, which invoice(s) may not be submitted more frequently than monthly. Invoices shall include the basis upon which payment is requested, such as percentage of the Project completed, or actual time, materials and expenses. The Town shall submit invoice disputes, if any, to Contractor within thirty (30) days for resolution by mutual consent.

C. Set-Off: In addition to any other rights the Town has under this Agreement to indemnification or recoupment, Contractor agrees that the Town is entitled to set off any amounts it may owe Contractor under this Agreement against such claims for indemnity or recoupment.

IV. PROFESSIONAL RESPONSIBILITY

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law. The work performed by Contractor shall be in accordance with generally accepted practices and the level of competency presently maintained by other practicing contractors in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

B. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

C. Because the Town has hired Contractor for its professional expertise, Contractor agrees not to employ subcontractors to perform any work except as expressly set forth in the Scope of Services.

D. Contractor shall at all times comply with all applicable law, including without limitation all current and future federal, state and local statutes, regulations, ordinances and rules relating to: the emission, discharge, release or threatened release of a Hazardous Material into the air, surface water, groundwater or land; the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a Hazardous Material; and the protection of human health, safety or the indoor or outdoor environmental, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq. ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq. ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq.; the Clean Water Act, 33 U.S.C. § 1251, et seq.; the Clean Air Act; the Federal Water Pollution Control Act; the Occupational Safety and Health Act; all applicable environmental statutes of the State of Colorado; and all other federal, state or local statutes, laws, ordinances, resolutions, codes, rules, regulations, orders or decrees regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

V. OWNERSHIP

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by the Town. Contractor expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Contractor.

If the Town reuses or makes any modification to Contractor's designs, documents or work product without the prior written authorization of Contractor, the Town agrees, to the fullest extent permitted by law, to release the Contractor, its officers, directors, employees and sub-consultants from all claims and causes of action arising from such uses, and shall indemnify and hold them harmless from all costs and expenses, including the cost of defense, related to claims and causes of action to the extent such costs and expenses arise from the Town's modification or reuse of the documents.

The Town expressly acknowledges and agrees that the documents and data to be provided by Contractor under the Agreement may contain certain design details, features and concepts from the Contractor's own practice detail library, which collectively may form portions of the design for the Project, but which separately, are, and shall remain, the sole and exclusive property of Contractor. Nothing herein shall be construed as a limitation on the Contractor's right to re-use such component design details, features and concepts on other projects, in other contexts or for other clients.

VI. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a Town employee for any purposes. Contractor understands that Contractor is not entitled to unemployment insurance benefits from the Town. Contractor shall be responsible for payment of all taxes, including federal, state and local taxes arising out of Contractor's activities under this Agreement, including, by way of illustration but not limitation, federal and state income tax, social security tax, unemployment insurance taxes, and any other taxes or business license fees as required.

VII. INSURANCE

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

1. Worker's Compensation insurance as required by law.
2. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal

injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

3. Professional liability insurance with minimum limits of \$1,000,000 each claim and \$2,000,000 general aggregate.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C. Contractor shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

VIII. INDEMNIFICATION

A. Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor.

B. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to indemnify and hold harmless the Town may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. WORKERS WITHOUT AUTHORIZATION

A. Certification. By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, who will perform work under this Agreement and that Contractor will participate in either the E-Verify Program administered by the United States Department of

Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment to confirm the employment eligibility of all employees who are newly hired to perform work under this Agreement.

B. Prohibited Acts. Contractor shall not knowingly employ or contract with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, to perform work under this Agreement, or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, to perform work under this Agreement.

C. Verification.

1. If Contractor has employees, Contractor has confirmed the employment eligibility of all employees who are newly hired to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

2. Contractor shall not use the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

3. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, who is performing work under this Agreement, Contractor shall: notify the subcontractor and the Town within 3 days that Contractor has actual knowledge that the subcontractor is employing or contracting with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, who is performing work under this Agreement; and terminate the subcontract with the subcontractor if within 3 days of receiving the notice required pursuant to subsection 3 hereof, the subcontractor does not stop employing or contracting with the worker without authorization who is performing work under this Agreement; except that Contractor shall not terminate the subcontract if during such 3 days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, who is performing work under this Agreement.

D. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

X. MISCELLANEOUS

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Weld County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications, representations, and understandings of the parties regarding the subject matter of this Agreement. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by the parties. No representations or warranties whatever are made by any party to this Agreement except as specifically set forth in this Agreement or in any instrument delivered pursuant to this Agreement.

D. Third Parties. There are no intended third-party beneficiaries to this Agreement.

E. Notice. Any notice under this Agreement shall be in writing and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail to the Party at the address set forth on the first page of this Agreement.

F. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. Modification. This Agreement may only be modified upon written agreement of the Parties.

H. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

I. Governmental Immunity. The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

J. Rights and Remedies. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

L. Representative Authority. Each person signing this Agreement represents and warrants that he or she is duly authorized and has the legal capacity to execute the Agreement.

M. Counterparts and Signatures. This Agreement may be executed by the parties in counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall constitute one and the same Agreement. Each of the parties shall be entitled to rely upon a counterpart of the instrument executed by the other party and sent by facsimile or electronic transmission. The parties further agree this Agreement may be executed by electronic signatures, and any electronic signatures, electronic record of this Agreement containing an electronic signature, or a paper copy of an electronic

signature shall be binding upon the party providing such electronic signature as if it were the party's original signature.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

TOWN OF SEVERANCE, COLORADO

First and Last Name, Title

ATTEST:

Leah Vanarsdall, Town Clerk

APPROVED AS TO FORM:

Hayashi & Macsalka, LLC, Town Attorney

CONTRACTOR

By:



EXHIBIT A SCOPE OF SERVICES

Contractor's Duties

During the term of this Agreement, Contractor shall perform the following duties, as directed by the Town:

- Contractor shall
- Contractor shall
- Contractor shall

Contractor's Deliverables

In performance of the duties described above, Contractor shall deliver the following items to the Town, during the timeframes established by the Town:

- Per Attached Scope of Work.



PROPOSAL FOR DEVELOPMENT IMPACT FEE STUDY RFP 2022-04

*Prepared for
Town of Severance, Colorado*

December 2, 2022

PROPOSER'S CERTIFICATION

Note: Return this page with your proposal.

The undersigned, as an authorized agent of the proposer, hereby certifies:

- () the receipt of 0 addendums;
- () familiarization with all instructions, terms and conditions, and specifications stated in this RFP;
- () the proposer is qualified to perform the work and services outlined in this RFP;
- () that the proposal is valid until 6/30/23 (date).

TischlerBise, Inc.

Company Name

999 W Main Street #100

Mailing Address

Boise, ID 83702

Town, State, Zip Code

52-1087538

Federal Employee ID Number (FEIN)

S Corporation

Type of Entity (sole proprietorship, LLC,

www.tischlerbise.com

Website (if applicable)



Authorized Signature

L. Carson Bise

Printed Name

President

Title

(301) 320-6900 Ext. 12

Phone Number

Fax Number partnership, LLP, corporation, etc.)

carson@tischlerbise.com

Email Address



Section 1: Cover Letter

December 2, 2022

Ms. Lindsay Radcliff-Coombes, Deputy Town Manager
Town of Severance
3 S. Timber Ridge Parkway
Severance, CO 80550

Ms. Radcliff-Coombes:

TischlerBise is pleased to submit the enclosed proposal to prepare a Development Impact Fee Study for the Town of Severance. We bring several distinct advantages to this assignment:

1. **No other firm has the depth of experience that TischlerBise brings to this assignment.** The Town will benefit from our staff's experience in identifying funding gaps and creating new revenue programs for hundreds of local government agencies across the country. **We have prepared over 1,000 impact fee studies across the country – more than any other firm.** More importantly, a TischlerBise impact fee methodology has never been successfully challenged in a court of law.
2. **National Thought Leaders.** Both of the TischlerBise principals for this assignment are considered national thought leaders on the subjects of impact fees, infrastructure financing strategies and fiscal/economic sustainability. Carson Bise recently Chaired the American Planning Association's Paying for Growth Task Force and was recently named an Affiliate of the National Center for Smart Growth Research & Education. Mr. Bise also serves on the Board of Directors for the Growth and Infrastructure Consortium, where he is a frequent presenter at the annual conference.
3. **Colorado Experience.** TischlerBise has recently completed or is conducting similar assignments in the following Colorado communities: Adams County, Arapahoe County, Aspen, Boulder, Colorado Springs, Dacono, Durango, Erie, Firestone, Fort Collins, Garfield County, Grand Junction, Larimer County, Lone Tree, Longmont, Louisville, Loveland, Mead, North Berthoud Fire Protection District, Parker, South Metro Fire Protection District, Thornton and Vail.
4. **Consensus Builders.** Our seasoned Project Team has actively participated in legislative body meetings and citizen committees to educate stakeholders regarding the technical process of impact fee calculations as well as the pros and cons of impact fees, particularly the economic effect of implementation. We have unsurpassed experience as consensus builders working with a broad cross-section of urban, suburban and rural communities across country.

We look forward to the possibility of working with the Town of Severance and are committed to providing you with top-quality support at a very competitive price. TischlerBise has no conflicts of interest related to this assignment.

Sincerely



L. Carson Bise II, AICP, President
TischlerBise
4701 Sangamore Road, Suite S240
Bethesda, MD 20816
Phone: 301-320-6900
E-mail: carson@tischlerbise.com

Section 2: General Information

Company Overview, Founding and Headquarters

TischlerBise, Inc., was founded in 1977 as Tischler, Montasser & Associates. The firm became Tischler & Associates, Inc., in 1980 and TischlerBise, Inc., in 2005. Our Federal Tax Identification Number is 52-1087538. The firm is a Subchapter (S) corporation, is incorporated in Washington, D.C., and has 11 employees. The firm's legal addresses are:

Principal Office (Primary Contact)

L. Carson Bise, AICP, President
4701 Sangamore Rd, Suite 240
Bethesda, MD 20816
301.320.6900 x12
carson@tischlerbise.com

Idaho Office (Secondary Contact)

Colin McAweeney, Sr. Analyst
999 W Main Street #100
Boise, ID 83702
202.642.8248
colin@tischlerbise.com

Ownership Structure

TischlerBise is a Subchapter (S) Corporation and 100 percent of the issued shares are owned by L. Carson Bise. Julie Herlands is also an officer of the company and holds the title of Vice President.

Primary Contacts

The primary contacts assigned to the Town's development impact fee study are:

L. Carson Bise, AICP, President
4701 Sangamore Road, Suite S240
Bethesda, MD 20816
301.320-6900 x 12
carson@tischlerbise.com

Colin McAweeney, Vice President
999 W Main Street #100.
Boise, ID 83702
202.642.8248
colin@tischlerbise.com

Project Team Qualifications/Resumes

To successfully navigate through your fee analysis, the successful consultant must possess specific, detailed and customized knowledge of not only the technical analysis, but the context of the impact fee structure in achieving Town fiscal policy goals and economic, transportation and land use policies goals. Our project team for this assignment has unsurpassed experience performing projects requiring the same expertise as that needed to serve the Town of Severance.

Carson Bise, AICP, President of TischlerBise, will serve as Project Manager. He will ensure all work is completed properly, on time, and within budget. He will work closely with Mr. McAweeney and Mr. Griffin in developing and reviewing all aspects of the project and providing overall quality assurance for the project. Mr. Bise will be the primary contact person for Town staff throughout the project. **Mr. Bise has assisted or managed impact fee studies in Adams County, Boulder, Castle Rock, Erie, Firestone, Garfield County, Grand Junction, Greeley, Mead, Lafayette, Louisville, and Larimer County.**

Colin McAweeney, Senior Fiscal/Economic Analyst, will serve as Primary Analyst for this assignment. Mr. McAweeney has been with TischlerBise for seven years and heads our Boise office. Mr. McAweeney will assist with controlling the work in progress and will assist with the technical requirements of the project. Most importantly, Mr. McAweeney, in conjunction with Mr. Bise, will ensure constant collaboration and communication between Town staff and our team through frequent progress memorandums, conference calls, and in-person meetings. **Mr. McAweeney has assisted or managed impact fee studies in Colorado Springs, Fort Collins, Erie, Lake Dillon Fire District, Lafayette, Lone Tree, South Metro Fire District, and Parker.**

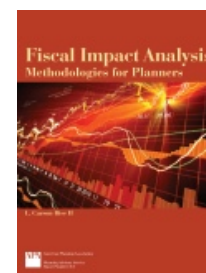
Benjamin Griffin, Senior Fiscal/Economic Analyst, will provide analytical support to this assignment utilizing his experience with preparing similar analyses will provide the project team with his land use planning and infrastructure financing experience. Mr. Griffin was the Project Manager for our recent impact fee studies for the City of Louisville and Town of Erie.

Project Team Résumés

L. Carson Bise, II, AICP, President

EXPERIENCE

Carson Bise has 30 years of fiscal, economic and planning experience and has conducted fiscal and infrastructure finance evaluations in 40 states. Mr. Bise has developed and implemented more fiscal impact models than any consultant in the country. Mr. Bise is a leading national figure in the calculation of impact fees, having completed over 350 impact fees for the following categories: parks and recreation, open space, police, fire, schools, water, sewer, roads, municipal power, and general government facilities. Mr. Bise has also written and lectured extensively on fiscal impact analysis and infrastructure financing. His most recent publications are *Next Generation Transportation Impact Fees* and *Fiscal Impact Analysis: Methodologies for Planners*, both published by the American Planning Association, a chapter on fiscal impact analysis in the book *Planning and Urban Design Standards*, also published by the American Planning Association, and the ICMA IQ Report, *Fiscal Impact Analysis: How Today's Decisions Affect Tomorrow's Budgets*. Mr. Bise was also the principal author of the fiscal impact analysis component for the Atlanta Regional Commission's Smart Growth Toolkit and is featured in the recently released AICP Training Package entitled *The Economics of Density*. Mr. Bise is currently on the Board of Directors of the Growth and Infrastructure Finance Consortium and **recently Chaired the American Planning Association's Paying for Growth Task Force**. He was also recently named an Affiliate of the National Center for Smart Growth Research & Education.



SELECTED IMPACT FEE EXPERIENCE

- Adams County, Colorado – *Transportation Impact Study*
- Arapahoe County, Colorado – *Rural Road Funding Strategy and Rural Road Impact Fee Study*
- Boulder, Colorado – *Impact Fee/Excise Tax Study*

- Castle Rock, Colorado – *Impact Fee Study*
- Evans, Colorado – *Impact Fee Study*
- Erie, Colorado – *Impact Fee Study*
- Firestone, Colorado – *Impact Fee Study*
- Fort Collins, Colorado – *Transportation Capital Expansion Fee Study*
- Fruita, Colorado – *Parks and Recreation Impact Fee Study*
- Garfield County, Colorado – *Impact Fee Study*
- Grand Junction, Colorado – *Impact Fee Study*
- Greeley, Colorado – *Impact Fee Study*
- Larimer County, Colorado – *Impact Fee Study*
- Longmont, Colorado – *Impact Fee Study*
- Lone Tree, Colorado – *Impact Fee Study*
- Louisville, Colorado – *Impact Fee Study*
- Loveland, Colorado – *Impact Fee Study*
- Mead, Colorado – *Impact Fee Study*
- Pitkin County, Colorado – *Road Impact Fee Study*
- Steamboat Springs, Colorado – *Impact Fee Study*
- Thornton, Colorado – *Impact Fee Study*
- Vail, Colorado – *Impact Fee Study*

EDUCATION

M.B.A., Economics, Shenandoah University

B.S., Geography/Urban Planning, East Tennessee State University

B.S., Political Science/Urban Studies, East Tennessee State University

Colin McAweeney, Senior Fiscal and Economic Analyst

EXPERIENCE

Colin McAweeney is a Senior Fiscal/Economic Analyst at TischlerBise with specialties in finance and economic development planning. Prior to joining TischlerBise, Mr. McAweeney completed his M.S. at Erasmus University Rotterdam where he specialized in economic development. Here, Mr. McAweeney became knowledgeable in planning that involves fiscal, social, and environmental sustainability. In Rotterdam, Mr. McAweeney conducted several field studies of local at-risk neighborhoods and presented planning solutions to city leaders. Additionally, he brought together a team of academics and consultants to plan a biking corridor in Kenya. He finished his degree with a thesis surrounding the urban aspects that attract investment. Before pursuing his M.S., Mr. McAweeney worked in the finance sector for several years. While performing at a high level, he was able to become very familiar with financial markets and business financing.

SELECTED IMPACT FEE EXPERIENCE

- Boulder, Colorado – *Impact Fee Study*
- Erie, Colorado – *Impact Fee Study*
- Fort Collins, Colorado – *Transportation Capital Expansion Fee Study*
- Fruita, Colorado – *Parks and Recreation Impact Fee Study*
- Lake Dillon Fire District, Colorado – *Impact Fee Study*

- Lone Tree, Colorado – *Impact Fee Study*
- Loveland, Colorado – *Impact Fee Study*
- Parker, Colorado – *Impact Fee Study*
- South Metro Fire District, Colorado – *Impact Fee Study*

EDUCATION

M.S., Urban Management and Development, Erasmus University Rotterdam

B.S., Economics with an emphasis on Mathematics, University of Wisconsin - Madison

Benjamin Griffin, Senior Fiscal/Economic Analyst

EXPERIENCE

Benjamin Griffin is the Senior Fiscal and Economic Analyst at TischlerBise with specialties in finance and economic development planning. Prior to joining TischlerBise, Mr. Griffin worked for the New Orleans Business Alliance (NOLABA) — the non-profit agency tasked with leading economic development initiatives for the City of New Orleans. Mr. Griffin also worked for the Jefferson Parish Planning Department where he gained experience in the short-range planning division. Since joining TischlerBise, Mr. Griffin has worked on fiscal analyses, market analyses, capital improvement plans, development impact fees, and revenue strategies for local governments in sixteen states.

SELECTED IMPACT FEE EXPERIENCE

- Berthoud Fire District, Colorado – *Impact Fee Study*
- Dacono, Colorado – *Impact Fee Study*
- Durango, Colorado – *Multimodal Impact Fee and Housing Linkage Fee Study*
- Fort Collins, Colorado – *Impact Fee Study*
- Grand Junction, Colorado – *Impact Fee Study*
- Lone Tree, Colorado – *Impact Fee Study*
- Louisville, Colorado – *Impact Fee Study*
- Mead, Colorado – *Impact Fee Study*
- Thornton, Colorado – *Impact Fee Study*

EDUCATION

M.A., Urban and Regional Planning, University of New Orleans

B.B.A., Finance, University of Mississippi

Section 3: Firm Qualifications and Experience

TischlerBise is a fiscal, economic, and planning consulting firm specializing in fiscal/economic impact analysis, impact fees, market feasibility, infrastructure financing studies and related revenue strategies. Our firm has been providing consulting services to public agencies for over forty years. In this time, we have prepared over **900 fiscal/economic impact evaluations and over 1,000 impact fee/infrastructure financing studies** – more than any other firm. Through our detailed approach, proven methodology, and comprehensive product, we have established TischlerBise as the leading national expert on revenue enhancement and cost of growth strategies.

Colorado Experience

An important factor to consider related to this work effort is our relevant experience working in the State of Colorado, including our previous impact fee study for the Town of Severance. This experience makes us intimately familiar with local government revenue structures and the planning and growth management issues facing the Town. The following table summarizes TischlerBise's vast impact fee experience in the State of Colorado.

CLIENT	Housing Mitigation	Transportation	Sewer	Water	Stormwater	Law Enforcement	Fire/EMS	Parks and Recreation	Trails/Open Space	Libraries	General Government
Adams County		◆									
Arapahoe County		◆									
Aspen	◆										
Berthoud Fire District							◆				
Boulder		◆				◆	◆	◆	◆	◆	◆
Castle Rock		◆			◆	◆	◆	◆	◆		◆
Colorado Springs		◆									
Dacono		◆				◆		◆			◆
Durango	◆	◆									
Eaton			◆	◆		◆		◆	◆		◆
Erie		◆				◆		◆	◆		◆
Evans		◆									
Fort Collins		◆									
Fruita								◆	◆		
Garfield County		◆									
Grand Junction						◆	◆	◆			
Greeley		◆	◆				◆	◆			
Lafayette						◆	◆	◆			◆

CLIENT	Housing Mitigation	Transportation	Sewer	Water	Stormwater	Law Enforcement	Fire/EMS	Parks and Recreation	Trails/Open Space	Libraries	General Government
Lake Dillon Fire District							◆				
Larimer County		◆									
Lone Tree		◆				◆		◆	◆		◆
Longmont		◆					◆				◆
Louisville		◆				◆		◆	◆	◆	◆
Mead		◆				◆		◆			◆
Montezuma County		◆									
Parker		◆				◆		◆			◆
Pitkin County		◆									
Pueblo		◆									
Thornton		◆				◆	◆	◆	◆		◆
Vail		◆									



Section 4: Approach to Services

Project Approach

Impact fees are fairly simple in concept, but complex in delivery. Generally, the jurisdiction imposing the fee must: (1) identify the purpose of the fee, (2) identify the use to which the fee is to be put, (3) show a reasonable relationship between the fee's use and the type of development project, and (4) account for and spend the fees collected only for the purpose(s) used in calculating the fee.

Reduced to its simplest terms, the process of calculating impact fees involves the following two steps:

1. Determine the cost of development-related capital improvements, and
2. Allocate those costs equitably to various types of development.

There is, however, a fair degree of latitude granted in constructing the actual fees, as long as the outcome is "proportionate and equitable." Fee construction is both an art and a science, and it is in this convergence that TischlerBise excels in delivering products to clients.

Any one of several legitimate methods may be used to calculate impact fees for the Town. Each method has advantages and disadvantages given a particular situation, and to some extent they are interchangeable because they all allocate facility costs in proportion to the needs created by development.

In practice, the calculation of impact fees can become quite complicated because of the many variables involved in defining the relationship between development and the need for capital facilities. The following paragraphs discuss the three basic methods for calculating impact fees and how those methods can be applied.

Plan-Based Impact Fee Calculation - The plan-based method allocates costs for a specified set of future improvements to a specified amount of development. The improvements are identified by a CIP. In this method, the total cost of relevant facilities is divided by total demand to calculate a cost per unit of demand. The plan-based method is often the most advantageous approach for facilities that require engineering studies, such as roads and utilities.

Cost Recovery Impact Fee Calculation - The rationale for the cost recovery approach is that new development is paying for its share of the useful life and remaining capacity of facilities from which new growth will benefit. To calculate an impact fee using the cost recovery approach, facility cost is divided by the ultimate number of demand units the facility will serve. An oversized arterial roadway is an example.

Incremental Expansion Impact Fee Calculation - The incremental expansion method documents the current level of service (LOS) for each type of public facility in both quantitative and qualitative measures, based on an existing service standard such as square feet per capita or park acres per capita. The LOS standards are determined in a manner similar to the current replacement cost approach used by property insurance companies. However, in contrast to insurance practices, clients do not use the funds for renewal and/or replacement of existing facilities. Rather, the jurisdiction uses the impact fee revenue to expand or provide additional facilities as needed to accommodate new development. An incremental expansion cost method is best suited for public facilities that will be expanded in regular increments with LOS standards based on current conditions in the community.



Evaluation of Alternatives. Designing the optimum impact fee approach and methodology is what sets TischlerBise apart from our competitors. Unlike most consultants, we routinely consider each of the three methodologies for each component within a fee category. The selection of the particular methodology for each component of an impact fee category will be dependent on which is most beneficial for the Town. In a number of cases, we will prepare the impact fee using several methodologies and will discuss the various trade-offs with the Town. There will likely be policy and revenue tradeoffs. We recognize that “one size does not fit all” and we create the optimum format that best achieves our clients’ goals.

Lending a Sense of Market Reality to the Development Projections. Projecting future residential and nonresidential development is more difficult now than in the past due to shifting trends in the housing market as a result of changing demographics and lifestyle choices, particularly in light of the COVID-19 pandemic. Changes in the retail sector combined with existing surpluses of retail space in many communities are also a concern. **TischlerBise’s extensive national experience conducting market analysis and real estate feasibility studies is invaluable in determining the appropriate development projections used in the capital expansion fee calculations.** Depending on the methodology employed, overly optimistic development projections can increase the Town’s financial exposure if impact fee revenue is less than expected.

Improved Residential Proportionality. In the past ten years, many communities have migrated to a progressive residential fee structure based on size of housing units. These communities feel that a “one fee fits all” fee structure constrains their ability to meet policy objectives related to affordable housing and equity, as smaller homes typically have fewer persons per household and fewer vehicle trips than larger homes. This impact fee update provides the opportunity to discuss the trade-offs of a revised residential approach. As part of our demographic analysis conducted for this assignment, we can prepare data on factors that vary by housing unit size (i.e., persons per household and vehicle trips) for the Town’s consideration prior to development of the fee methodology. Regardless of whether the Town decides to move to a progressive residential fee structure, TischlerBise can calculate Town of Severance-specific average daily vehicle trip generation rates, as well as customized residential vehicle trip adjustment factors based on commuting and employment patterns.

GIS Technology. TischlerBise routinely utilizes GIS technology to add value to the evaluation of infrastructure needs and to assess financing alternatives. This includes assessing existing land use and performing GIS-based land suitability analyses that can be used to define service areas, project demands for facilities, and coordinate CIP investment for the Town. **TischlerBise used GIS in our engagement with Missoula/Missoula County, Montana, to establish a nexus for fire/EMS impact fees that increased with distance from the City center** based on the ratio of capital cost to development units in three service areas (urban, suburban, and rural). Similar GIS evaluations were used in Glendale, AZ; Manatee County, FL; Greeley, CO; Pitkin County, CO; Vail, CO; and Sandpoint, ID.

Public Outreach. TischlerBise believes that open communication and meaningful public involvement are the cornerstones of any process involving impact fees and/or infrastructure funding options. Based upon our experience with impact fees and infrastructure funding efforts across the country, we anticipate this study may attract controversy. Therefore, **it is important to build a coalition of support early in the process** to educate and inform the public and other key stakeholders about the purpose of the study, and to explain how it will benefit both key constituents (developers) and the general public. It is critical to develop a communications strategy that will offset and correct any misinformation that might proliferate and to



provide clear and compelling logic for public adoption of an updated impact fee program. Every community is different, and public engagement should be tailored to the specific needs and desired outcomes of the client. In addition to a Stakeholder Committee, **we recommend a multi-faceted approach to public outreach** and will work with the Town to develop a robust outreach strategy that includes a project website and social media campaign. An interactive project website will provide the public with an online portal to download draft documents, provide comments, view upcoming meeting dates, and monitor the impact fee study process from afar. Additionally, **appropriate social media platforms and press releases may be utilized** as an extension of the website, to inform a wide array of users as to the status of the impact fee update.

Potential Impact on Housing Affordability. As part of the capital expansion fee analysis, TischlerBise will estimate the effect of imposing the proposed development impact fees on the affordability of housing in Severance. The analysis will examine the current household income and housing expenses that burden an average household in the Town under the current development impact fee structure. Next, the proposed development impact fees will be included in the cost burden analysis to identify the effect on housing affordability in Severance.

Peer Community Fee Survey. We are occasionally asked to provide comparative impact fee information on similar jurisdictions. This type of survey can be relatively straightforward and obtained from our current and ongoing work in Colorado as well as primary research (i.e., online, phone calls, and emails). However, it is important for the consultant compiling the report to understand what is—and is not—included in the fee amounts for a true “apples-to-apples” comparison. For instance, it is important to note what specific categories are included in the impact fee program. Does the overall fee amount include utility fees? What are the components within the fees? Are there unique elements embedded in an impact fee that makes it relatively high or low compared to other jurisdictions in the region? What are the methodological approaches used and how do those approaches affect the fee? What is the difference between the *calculated fees* and the *adopted fees*? For the Town of Severance, we will conduct this evaluation to include methodologies employed, fee amounts, and any unique circumstances that should be identified and communicated to staff and stakeholders throughout the process.

Scope of Work

The following scope of work provides detailed steps to ensure this project is completed successfully and meets the legal requirements for development impact fees, based on the State’s enabling legislation, as well as national case law. Development impact fees in this scope of work include: transportation, public infrastructure, public safety, utilities, and parks/trails/recreation.

TASK 1: PROJECT INITIATION / DATA ACQUISITION

During this task, we will meet with Town staff to establish lines of communication, review and discuss project goals and expectations related to the project, review (and revise if necessary) the project schedule, request data and documentation related to new proposed development, and discuss staff’s role in the project. The objectives of this initial discussion are outlined below:

- Obtain and review current demographics and other land use information for the Town
- Review and refine work plan and schedule

- Assess additional information needs and required staff support
- Identify and collect data and documents relevant to the analysis
- Identify any relevant policy issues

Meetings:

One (1) on-site visit to meet with Town project staff as appropriate.

Deliverables:

Data request memorandum (prepared in advance of meeting).

TASK 2: PREPARE LAND USE ASSUMPTIONS AND DEVELOPMENT PROJECTIONS

The purpose of this task is to review and understand the current demographics of the Town and determine the likely development future for the Town in terms of new population, housing units, employment, and nonresidential building area over the next 10-20 years. Information from the Town, as well as other regional/State sources may serve as the basis for preparing projections of residential and nonresidential development for consideration by staff. TischlerBise will prepare a plan that includes projections of changes in land uses, densities, intensities, and population. A map of the area(s) to which the land use assumptions apply will also be included in this task.

Meetings:

Discussions with the Community Development Department and other relevant staff will be held as part of Task 1, as well as conference calls as needed.

Deliverables:

TischlerBise will prepare a draft Technical Memorandum discussing the recommended land use factors and projections. After review and sign-off by the Town, a final memorandum will be issued, which will become part of the final Development Impact Fee Report.

TASK 3: DETERMINE CAPITAL FACILITY NEEDS AND SERVICE LEVELS

This Task as well as Tasks 4-6 may vary somewhat depending on the methodology applied to a particular impact fee category. The development impact fee study for each facility type would be presented in separate chapters in the Development Impact Fee Report.

Identify Facilities/Costs Eligible for Development Impact Fee Funding. As an essential part of the nexus analysis, TischlerBise will evaluate the impact of development on the need for additional facilities, by type, and identify costs eligible for development impact fee funding. Elements of the analysis include:

- Review facility plans, fixed asset inventories, and other documents establishing the relationship between development and facility needs by type.
- Identify planned facilities, vehicles, equipment, and other capital components eligible for impact fee funding.
- Prepare forecast of relevant capital facility needs.
- Adjust costs as needed to reflect other funding sources.

As part of calculating the fee, the Town may include the construction contract price; the cost of acquiring land, improvements, materials, and fixtures; the cost for planning, surveying, and engineering fees for



services provided for and directly related to the construction system improvement; and debt service charges, if the Town might use development impact fees as a revenue stream to pay the principal and interest on bonds, notes or other obligations issued to finance the cost of system improvements. All of these components will be considered in developing an equitable allocation of costs.

Identify Appropriate Level of Service (LOS) Standards. We will review needs analyses and LOS for each facility type. Activities related to this Task include:

- Apply defined service standards to data on future development to identify the impacts of development on facility and other capital needs. This will include discussions with staff of the existing versus adopted LOS, as appropriate.
- Ascertain and evaluate the actual demand factors (measures of impact) that generate the need for each type of facility to be addressed in the study.
- Identify actual existing service levels for each facility type. This is typically expressed in the number of demand units served.
- Define service standards to be used in the development impact fee analysis.
- Determine appropriate geographic service areas for each fee category.

Meetings:

Two (2) meetings with Town staff to discuss capital facility needs and levels-of-service.

Deliverables:

Memoranda as appropriate. Results integrated into Draft/Final Development Impact Fee Report.

TASK 4: EVALUATE DIFFERENT ALLOCATION METHODOLOGIES

The purpose of this Task is to determine the methodology most appropriate for each development impact fee category. As noted previously, the three basic methodologies that can be applied in the calculation of development impact fees are the plan-based, incremental expansion, and cost-recovery approaches. Selection of the particular methodology for each component of the development impact fee category will depend on which is most beneficial for the Town. In a number of cases, we will prepare the development impact fees for a particular infrastructure category using several methodologies and will discuss the trade-offs with the Town. Policy discussions will then be held at the staff level regarding the trade-offs associated with each allocation method prior to proceeding to the next Task as well as trade-offs regarding implementation as development impact fees.

Meetings:

One (1) meeting with relevant Town staff and Stakeholders to discuss issues related to allocation methodologies and relevant policy issues.

Deliverables:

“Storyboard” presentation on fee options.

TASK 5: DETERMINE NEED FOR “CREDITS” TO BE APPLIED AGAINST CAPITAL COSTS

There are two types of “credits” that are included in the calculation of development impact fees, each with specific, distinct characteristics. The first is a credit due to possible double payment situations. This could occur when a property owner will make future contributions toward the capital costs of a public facility covered by a development impact fee. The second is a credit toward the payment of a development impact

fee for the required dedication of public sites and improvements provided by the developer and for which the impact fee is imposed. Both types of credits will be considered and addressed in the development impact fee study.

Deliverables:

Memoranda as appropriate. See Task 7.

TASK 6: CONDUCT FUNDING AND CASH FLOW ANALYSIS

In order to prepare a meaningful capital funding strategy, it is important to not only understand the gross revenues, but also the capital facility costs and any deficits. In this case, some consideration should be given to anticipated funding sources. This calculation will allow the Town to better understand the various revenue sources possible and the amount that would be needed if the development impact fees were discounted. The initial cash flow analysis will indicate whether additional funds might be needed or if the funding strategy might need to be changed to have new growth pay its fair share of new capital facilities. This could also affect the total credits calculated in the previous Task. Therefore, it is likely that a number of iterations will be conducted in order to refine the cash flow analysis reflecting the capital improvement needs.

Deliverables:

See Task 7.

TASK 7: PREPARE DEVELOPMENT IMPACT FEE REPORT, PUBLIC PRESENTATIONS

TischlerBise will prepare a draft report for the Town's review. The report will summarize the need for all relevant categories of development impact fees in the Town of Severance and the relevant methodologies employed in the calculation. It will also document all assumptions and cost factors. The report will include at a minimum the following information:

- Executive summary
- A detailed description of the methodologies used during the study
- A detailed description of all LOS standards and cost factors used and accompanying rationale
- A detailed schedule of all proposed fees listed by land use type and activity
- Other information which adequately explains and justifies the resulting recommended fee schedule
- Cash flow analysis
- Peer community survey
- Implementation and administration procedures (including recommended method for annual escalation of the development impact fees)

Following the Town's review of the draft report, we will make mutually agreed upon changes to the development impact fee report and issue a final version.

Analysis of Peer Community Fee Structures. In this Task, TischlerBise will prepare a comparative analysis of peer communities' development impact fee structures. The analysis will compare how the proposed impact fee structure for the Town of Severance compares to other peer communities, including noting any differences in fee schedules and methodologies.

Meetings:

Two (2) meetings to present the draft Impact Fee Study to the Board of Trustees.

Deliverables:

Draft and final Development Impact Fee Study.

TASK 8: PUBLIC OUTREACH

Stakeholder Committee. Meetings with various stakeholder groups will allow interested parties, designated by the Town, to understand assumptions and raise any questions about the technical data and approach being used in the fee update. The intent is for these discussions to be an opportunity for interested parties to understand the soundness and reasonableness of the technical methodologies, and to a certain extent, the political and/or philosophical use of fees. Based on our experience, we propose two meetings with this group. The first meeting would focus on the land use assumptions as well as the initial data assumptions, proposed methodologies and services areas. Meeting 2 would focus on the presentation of the final Development Impact Fee Report.

Meetings:

Two (2) meetings with stakeholders; these are typically timed with trips for meetings with staff.

Deliverables:

Presentation materials for meetings.

Internal Communications

An essential component of these efforts is frequent, ongoing, and meaningful communication between the consultant team and staff. TischlerBise is known for its hands-on approach, with face-to-face meetings, frequent conference calls, and ongoing email communications as an integral part of our work scope. The specific strategy is to use the Work Scope and Schedule to manage the project. It is recommended that the Town identify a staff Project Manager who serves as a point person between the consultant team and the Town. It is also recommended that a staff working group/technical committee be identified to provide feedback throughout the study process. This enables effective and efficient processes as well as keeps relevant staff apprised of the study's progress and content. TischlerBise also recommends periodic briefings with Town Administration.

Accessibility

TischlerBise will attend pre-scheduled meetings with Town staff in person deploying staff from our main office in Maryland (Mr. Bise and Mr. Griffin), as well as our office in Boise (Mr. McAweeney). TischlerBise staff regularly travel to our national client base without incident and occasionally will utilize trips to other Colorado clients to add additional unscheduled trips for the Town of Severance if needed. TischlerBise's regular and repeat work in Colorado affirms our flexibility and ability to accommodate schedules. Our Project Team will be available via email and phone throughout the study, and our accessibility and availability will continue throughout the term of the Agreement. We encourage you to consult our references regarding our superior accessibility and availability.

Project Management Approach

TischlerBise utilizes a project management process which ensures our projects are completed on time and within budget, and, most importantly, they yield results that match our clients' expectations. Our project



management plan employs the following principles to mitigate potential risk and result in successful projects:

- **Risk: Lack of Understanding of Project Goals, Objectives, and Desired Outcomes**
 - **Mitigation: We begin by defining the project to be completed.** Based on discussions that occur as part of our Project Initiation task, Carson Bise, along with Mr. McAweeney will identify the final project goals and objectives in collaboration with Town staff, list potential challenges to the process, and develop a plan to ensure successful outcomes and effective communication.
- **Risk: Schedule Delays**
 - **Mitigation: We will plan the project schedule from the outset.** As part of the Project Initiation task, Mr. Bise will work with Town staff to create an agreed-upon timetable to meet the project schedule. Prior to beginning the project, Mr. Bise will assign roles that will ensure that the project schedule is met on time and within budget.
- **Risk: Technical Complications**
 - **Mitigation: We will actively manage the project process.** Mr. Bise and Mr. McAweeney have a long history of strong project management skills that are supported by past project successes (we encourage you to contact our references in this regard). Mr. Bise will manage the work in progress, provide guidance and oversight to staff, and be accountable to the Town meeting the schedule, budget, and technical requirements of the project.
- **Risk: Quality Control**
 - **Mitigation: We will review all project deliverables and communication through a formal quality assurance process** that requires review at the peer level, project manager level, and executive officer level. Prior to the delivery of work product to the Town, deliverables will go through a structured quality assurance process involving up to three levels of review and utilizing a checklist tool. The first level involves a peer-to-peer review of work products and computer models. Next, Mr. Bise, assisted by Mr. McAweeney will be responsible for a second set of reviews comparing the work product to the completed quality checklist form.
- **Risk: Cost Overruns**
 - **Mitigation: The studies will be conducted under a fixed fee arrangement.** We typically do not utilize change orders in our work efforts. The potential for a change in budget could occur if the goals, objectives, and expectations as agreed upon in the scope and project management processes shift significantly. The use of the above proactive project management elements is structured to avoid budgetary issues.

Project Schedule and Cost

The following table provides our proposed schedule for completion of this assignment, as well as project costs. Our hourly rates include our travel costs due to the number of multi-client visits associated with one trip.

Task	Date	Consultant Staff	Responsible Party	Required Hours/Cost
Kick Off Meeting (Task 1 of Scope) Determine materials that will be required; review timeline; other needs as identified.	Week of January 9, 2023	Bise and McAweeney	Town Project Manager will set up. This will require a meeting	12/\$2,610
List of Best in Practice Methodologies (Task 1 of Scope) A presentation of the different methodologies that can be used to establish Impact Fees	Week of January 9, 2023	Bise	Consultant	8/\$1,960
Methodology Recommendations (Task 4 of Scope) Recommendation to Town staff on the methodology appropriate for each type of Impact Fee	Week of January 30, 2023	Bise, McAweeney, and Griffin	Consultant	16/\$3,840
Methodology Selection (Task 4 of Scope) Staff selects methodology for each type of Impact Fee.	Week of March 27, 2023	Bise, McAweeney, and Griffin	Town Project Manager will set up meeting between Town staff and Consultants	16/\$3,840
Identification, Collection and Analysis of Data (Task 3 of Scope) In this phase the Town will provide the following information; the Consultant is responsible for critical analysis of the Town's information based upon the Consultant's expertise in accomplishing this work for other governmental units. For each type of Impact Fee, the following will be provided. The following includes, but is not limited to: - Review of Level of Service. - Review of any Master Plans. - Review identified capital needs over the next 10 years. - Review of residential and nonresidential growth patterns. Consultant is responsible for adding analytical review of Town's projections. - Analyze past collections for identified capital projects and determine a way to measure collections against capital needs in the past five years.	Week of January 9 thru March 20, 2023	Bise, McAweeney, and Griffin	Staff and Consultant. Town Project Manager will set up meeting between Town staff and Consultants	80/\$17,200
Development of Fee/Rate Model(s) Task (Tasks 5, 6 and 7 of Scope)	Week of March 27 thru April 24, 2023	Bise, McAweeney, and Griffin	Consultant	26/\$5,590
Fee Survey (Task 7 of Scope) A report needs to be provided on amounts and methodologies used by other local governmental bodies in the region	Week of April 3, 2023	Griffin	Consultant	4/\$840
Public Engagement Plan (Task 8 of Scope) A plan for the communication strategy to educate and seek input from the development community	February - April, 2023	Bise	Consultant with assistance from Town with meeting set up	24/\$5,760
Fee Recommendations Report (Task 7 of Scope) This is the main report. Besides identifying all the levels of fees for a period of five years, the report must include comparisons with other local governmental bodies. The Consultant can recommend fee policies for future implementation.	Week of May 1, 2023	Bise, McAweeney, and Griffin	Consultant to provide the Town a Report	50/\$10,750
Discussion of Fee Recommendations (Task 7 of Scope)	Week of May 8, 2023	Bise	Staff and Consultant; this will require on-site meeting(s)	8/\$1,920
Completion of Final Report (Task 7 of Scope) After recommendations are discussed between Staff and Consultant, the Consultant will issue a final report.	Week of May 15, 2023	Bise, McAweeney, and Griffin	Consultant	16/\$3,440
Fee Recommendations to Council	Week of June 12, 2023	Bise	Staff/Consultants	8/\$1,960
Fee Adoption	Week of June 12, 2023	Bise	Town Council	8/\$1,960
TOTAL COST				\$61,670

Section 5: Client References

We encourage the Town to contact the references for TischlerBise provided below.

City of Loveland, Colorado – Capital Expansion Fee Study (2022)

Project Contact: Ron Lay, Senior Fiscal Advisor

Phone: (970) 962-2603

E-mail: ron.lay@cityofloveland.org

TischlerBise Staff: Carson Bise, AICP, and Colin McAweeney

TischlerBise is currently under contract with the City of Loveland to prepare a comprehensive overhaul of the City's existing capital expansion fee program, which hasn't been updated in 20 years. As part of this update, TischlerBise is determining if capital expansion fees for certain infrastructure categories should be continued, as well as determining what projects should be funded with existing capital expansion fee balances. In addition, TischlerBise is research different approaches for mitigating the effect of the capital expansion fees on the availability of affordable housing. Draft results will be presented to the City Council in early January 2023.

City of Louisville, Colorado – Impact Fee Study (2004, 2011, and 2017)

Project Contact: Rob Zuccaro, Director of Planning and Building Safety

Phone: (303) 335-4590

E-mail: rzuccaro@louisvilleco.gov

TischlerBise Staff: Carson Bise, AICP, and Ben Griffin

TischlerBise recently completed an update to the City's impact fee program. Several options were prepared for the transportation fee including the possibility of a special service area for downtown, where there is a higher internal trip capture rate. A significant stakeholder outreach process was undertaken that included six meetings with the Steering Committee, which was comprised of City staff, concerned citizens and representatives of the building community. With this update, TischlerBise recommended preparing the impact fees using progressive housing multipliers (i.e., the fee increases with the size of the dwelling unit). The primary reason for this approach was to promote housing affordability.

Town of Erie, Colorado – Impact Fee Study (2004, 2016 and 2021)

Project Contact: Malcolm Fleming, Town Administrator

Phone: (303) 926-2700

E-mail: mfleming@erieco.gov

TischlerBise Staff: Carson Bise, AICP

TischlerBise was retained to review and update the Town of Erie's impact fee program, which pre-dated the passing of SB15. This update included parks/recreation, transportation, police, general government, and storm drainage. For the Town's and stakeholder's consideration, we prepared iterations of the residential impact fees using progressive residential multipliers (e.g., by size of house) and with the traditional "one size fits all" approach (e.g., single family, multifamily). We also consolidated the nonresidential impact fee schedule to make implementation easier, as well as assist with economic development effort. As part of the public participation process, TischlerBise conducted extensive work sessions with the Board of Trustees on various fee options (e.g., plan-based versus incremental expansion for transportation).



City of Boulder, Colorado – Impact Fee Study (1998, 2008 and 2016)

Project Contact: Chris Meschuk, Assistant City Manager

Phone: (303) 441-4293

E-mail: meschukc@bouldercolorado.gov

TischlerBise Staff: Carson Bise, AICP, and Julie Herlands, AICP

TischlerBise was retained by the City of Boulder to review and update our original impact fee study for fire/rescue, parks, trails, police, general government and libraries. In addition, TischlerBise updated our original Transportation Excise Tax methodology, which required voter approval. In our update, TischlerBise prepared the impact fees and excise tax using progressive housing multipliers (i.e., the fee increases with the size of the dwelling unit). The primary reason for this approach was to promote housing affordability. Because any change to the City's current Transportation Excise Tax required another referendum, TischlerBise worked with a citizen/developer Liaison Committee throughout the study process.

The City of Boulder also contracted with TischlerBise to prepare a transportation maintenance fee methodology. The establishment of a transportation maintenance fee to address transportation needs not only allows a jurisdiction to address the funding of capital improvements but also provides revenue to cover the cost of operations and administration. Maintenance fees may address all aspects of capital costs including debt service, operations, maintenance, and repair and replacement of facilities. Unlike impact fees that are imposed on new development, maintenance fee revenue is generated from all development, existing and new. This stable revenue stream can support the issuance of bonds backed by the anticipated utility revenue.

City of Longmont, Colorado – Impact Fee Study (2015)

Project Contact: Joni Marsh, Planning and Development Services Director

Phone: (303) 774-4398

E-mail: joni.marsh@ci.longmont.co.us

TischlerBise Staff: Carson Bise, AICP

TischlerBise was retained to review and update the City of Longmont's impact fee program. Three fee categories were included—Recreation, Public Buildings, and Transportation. This assignment included updating capital improvement plans and calculating impact fees for each fee category. The Recreation fee evaluated both a plan-based approach and consumption based approach in order to gauge the magnitude of City General Fund exposure/commitment. The Transportation fee includes both capacity and multimodal improvements. A unique aspect of the transportation impact fee was the two-tiered structure to encourage redevelopment in the downtown core. Urban areas like downtown Longmont have distinct demographic profiles and physical traits that reduce vehicle trips, such as higher internal capture, design characteristics that promote walking and biking, and superior transit service.

Consistent with the literature review, a recent analysis of mixed-use developments in six regions of the United States found an average 29% reduction in trip generation as a function of “D” variables, including: density, diversity, design, destination accessibility, distance to transit, demographics, and development scale. Because mixed-use development located in downtown Longmont will put less strain on the external street network, trip generation rates should be less than standalone suburban development.



TischlerBise

FISCAL | ECONOMIC | PLANNING

Principal Office

4701 Sangamore Road, Suite S240 |
Bethesda, MD 20816
301.320.6900 x12 (w) |
carson@tischlerbise.com

Idaho Office

999 W. Main Street #100 | Boise, ID
83702
208.515.7480 (w) |
colin@tischlerbise.com



AGENDA ITEM SUMMARY

AGENDA ITEM	SUBMITTED BY	PRESENTED BY
Pg 167 - Resolution 2023-09R: Town Manager's Employment Contract	Nicholas Wharton, Town Manager	Mayor Fries
ACTION REQUESTED		
Town Management asks the Town Council to review, discuss, and take action on Resolution 2023-09R. • Actions that may be taken: 1. Approve Resolution 2023-09R 2. Approve Resolution 2023-09R with Amendments 3. Take no action.		<u>Attorney Approved</u> <u>Action Requested</u> <u>Resolution</u>
BRIEF SUMMARY		
As directed by the Town Council, the Mayor, Mayor Pro-Tem, and Town Manager have negotiated a new agreement for the current Town Manager. Please see the attached resolution and the proposed agreement.		
PUBLIC SUPPORT/CONCERN		
None at this time.		
ANALYSIS AND RECOMMENDATION		
MATERIALS SUBMITTED		
The following materials were submitted and included in this packet: 1. 2023-09R - Approving Town Manager Employment Agreement and Appropriation 2. 2023 Town Manager Agreement		

RESOLUTION NO. 2023-09R

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SEVERANCE, COLORADO, APPROVING AN EMPLOYMENT AGREEMENT WITH THE TOWN MANAGER, AND PROVIDING FOR ADDITIONAL APPROPRIATIONS IN FISCAL YEAR 2023 FOR UNANTICIPATED EXPENDITURES WITH RESPECT TO SUCH EMPLOYMENT AGREEMENT, AND TO MODIFY FUND BALANCES PERTAINING TO SAME

WHEREAS, in accordance with Section 4.02 of the Town of Severance Home Rule Charter, the Town Council appoints the Town Manager, who shall be the chief executive officer of the Town, serve at the will of the Town Council, be accountable to the Town Council, and perform such duties as provided by ordinance or resolution or at the direction of the Council; and

WHEREAS, at the Town Council's meeting on January 10, 2023, the Town Council authorized the Mayor and Mayor Pro Tem to enter into negotiations with the Town Manager to negotiate the Town Manager's Employment Contract, including an increase in compensation and benefits; and

WHEREAS, the Mayor and Mayor Pro Tem have negotiated a new Employment Agreement with the Town Manager for the Town Council's consideration and approval; and

WHEREAS, the negotiated Employment Agreement includes an increase in the Town Manager's compensation and benefits, for which an additional appropriation is required for the 2023 fiscal year and which was not anticipated in the 2023 annual budget; and

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

WHEREAS, the Town Council desires to approve the new Employment Agreement between the Town and the Town Manager in substantially the same form as the copy attached to this resolution; and

WHEREAS, the Town Council desires to modify appropriations and to authorize the expenditure of certain funds in accordance with the Town's Charter to provide for the increased compensation and benefits in the attached Employment Agreement.

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

Section 1. The Employment Agreement between the Town of Severance and Nicholas J. Wharton, MPA, ICMA-CM, 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 Employment Agreement on behalf of the Town.

Section 2. The following modifications to unencumbered appropriation balances for Fiscal Year 2023 as set forth below are hereby approved:

- A. Appropriations of Additional Revenues for Operating Expenses to the General Fund: \$25,000

Section 3. The following modifications to budget expenditures for Fiscal Year 2023 as set forth below are hereby approved:

- A. Expenditures of Additional Revenues for Operating Expenses to the General Fund: \$25,000

Section 4. The Town Manager is directed to effect the necessary transfers to comply with this resolution and to update beginning balances to actual balances for a more accurate statement of budget status.

RESOLVED AND APPROVED this 24th day of January 2023.

TOWN OF SEVERANCE, COLORADO

Matthew Fries, Mayor

ATTEST:

Leah Vanarsdall, Town Clerk

APPROVED AS TO FORM:

Hayashi & Macsalka, LLC, Town Attorney

TOWN OF SEVERANCE EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) made and entered into this 24th day of January, 2023, by and between the Town of Severance, Colorado, a home rule municipality, through its Town Council (hereinafter called “Employer” or “Town”) and Nicholas J. Wharton, MPA, ICMA-CM (“Employee”), an individual who has the education, training, and experience in local government management and who, as a member of the International City/County Management Association (ICMA), is subject to the ICMA Code of Ethics, both of whom agree as follows:

ARTICLE I

Section 1.01: Term

Employee shall continue in full-time employment as Town Manager effective on the date of this Agreement. Employee acknowledges that, in accordance with the Town of Severance Home Rule Charter, Employee serves at the will of the Town Council and thus is an "AT WILL" employee and, therefore, subject to termination by the Town Council with or without cause, or notice, at any time.

In the event that the Employee is terminated, as provided in Section 4.02 of this Agreement, the Employee shall be entitled to all compensation, including salary and accrued vacation, plus the continuation of all benefits through the date of termination.

Section 1.02: Duties and Authority

- A. Employer agrees to employ Nicholas J. Wharton, MPA, ICMA-CM, as Town Manager to perform the functions and duties specified in Section 4.02 of the Town of Severance Home Rule Charter approved by the voters on September 7, 2021, and in the Town of Severance municipal code and to perform other legally permissible and proper duties and functions, as assigned by Employer, as long as such direction is not contrary to the Charter, state or federal law, or ordinances of the Town. Employee shall not be required to accept Employer’s assignment of any duties outside of the scope of those customarily performed by persons holding the role of Town Manager in the absence of Employee’s express written consent to such assignment. Employer shall not unreasonably interfere with Employee’s performance of such duties.
- B. Employee shall be the chief executive officer of the Town and faithfully perform Employee’s lawfully prescribed and assigned duties with reasonable care, diligence, skill, and expertise in compliance with all applicable, lawful governing body directives; state, local, and federal laws; and Employer policies, rules, and ordinances as they exist or may hereafter be amended
- C. Except as may be provided otherwise by applicable law, regulation, or Employer’s agreement with any other person, Employee shall have the ultimate supervisory and managerial authority and responsibility to hire, direct, assign, reassign, evaluate, change the terms and conditions of employment, and terminate the employment of all other employees of the Town consistent with the policies of the governing body and the ordinances and Charter of the Town, which authority may be delegated by Employee to such other employees as Employee deems appropriate.

- D. Except as may be provided otherwise by applicable law, regulation, or Employer's agreement with any other person, Employee shall have the authority to establish internal regulations, rules, and procedures which the Employee deems necessary for the efficient and effective operation of the Town.
- E. Employee shall attend and be permitted to attend, whether personally or through a designee of Employee's choosing, all meetings of Employer's governing body, both public and closed, with the exception of those closed meetings devoted to the subject of this Agreement, or any amendment thereto, or the Employee's evaluation, unless otherwise provided by applicable law or regulation.
- F. Employer agrees to promptly communicate and provide Employee a reasonable opportunity to cure all substantive criticisms, complaints, and suggestions with respect to Employee's performance of services pursuant to this Agreement.
- G. Except as may be provided otherwise by applicable law, regulation, or this Agreement, Employee shall carry out Employer's lawful policy directives, goals, and objectives, as communicated to Employee by Employer's governing body while presenting information and recommendations that allow for fully informed policy decisions that both address immediate needs and anticipate future conditions.

Section 1.03: Ethical Commitments

The Employer expects the Employee to adhere to the highest professional standards. The Employee's actions will always comply with those standards. The Employee agrees to follow the Code of Ethics of the International City/County Management Association (ICMA) and the ethics rules, regulations, and laws of the State of Colorado. The ICMA Code of Ethics can be found on the ICMA website, icma.org. Consistent with the standards outlined in the ICMA Code of Ethics and applicable law, the Employee shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fundraising activities for individuals seeking or holding elected office, nor seek or accept any personal enrichment or profit derived from confidential information or misuse of public time. Employer shall support Employee in keeping these commitments by refraining from any order, direction, or request that would require Employee to violate the ICMA Code of Ethics or applicable law. Neither the governing body nor any individual member thereof shall request Employee to endorse any candidate, make any financial contribution, sign or circulate any petition, or participate in any fundraising activity for individuals seeking or holding elected office, nor to handle any matter of personnel on a basis other than fairness, impartiality, and merit.

ARTICLE II: COMPENSATION AND BENEFITS

Section 2.01: Compensation

- A. Base Salary: Employer agrees to pay Employee an annual base salary of \$170,000, payable in installments at the same time the other management employees of the Employer are paid.
- B. Subject to appropriation by the Town Council, the Employer agrees to increase Employee's compensation by 3% each year that Employee continues in his employment as Town Manager for the Town.

- C. This Agreement shall be automatically amended to reflect any salary adjustments that are provided or required by the Employer's compensation policies to include all salary adjustments on the same basis as applied to the executive classification of employees.
- D. At any time during the term of the Agreement, Employer may, in its discretion, review and adjust the salary of the Employee, but in no event shall the Employee be paid less than the salary set forth in Section 2.01.A. of the Agreement except by mutual written agreement between Employee and Employer. Such adjustments, if any, shall be made pursuant to a lawful governing body action, and subject to appropriation therefor by the Town Council, as necessary. In such an event, Employer and Employee agree to provide their best efforts and reasonable cooperation to execute an amendment to this Agreement or a new agreement incorporating the adjusted salary.

Section 2.02: Health, Disability, and Life Insurance

- A. The Employer agrees to provide and to pay the premiums for health, hospitalization, surgical, vision, dental, and comprehensive medical insurance for the Employee, at a minimum, equal to that which is provided to all other employees of the Town of Severance
- B. The Employer agrees to put into force and to make required premium payments for short-term and long-term disability coverage for the Employee.
- C. Except as otherwise provided in this Agreement, the Employee shall be entitled, at a minimum, to the highest level of benefits enjoyed by and/or available to other employees, department heads, or general employees of the Employer as provided by the Employer's policies, charter, ordinances, or personnel rules and regulations or other practices

Section 2.03: Vacation, Sick, and Military Leave

- A. Upon commencing this Agreement, the Employee shall retain all accrued sick leave hours and vacation leave hours. In addition, beginning the first day of this Agreement, the Employee shall be eligible to accrue and use sick leave and vacation leave on an annual basis, at a minimum, at the highest rate provided or available to any other employees, and under the same rules and provisions applicable to other employees, including any leave buy-back programs.
- B. The Employee is entitled to accrue all unused leave, without limit, and in the event that the Employee's employment is terminated, either voluntarily or involuntarily, the Employee shall be compensated for all accrued vacation time, all paid holidays, and other benefits to the date of termination.

Section 2.04: Automobile

The Employee's duties require exclusive and unrestricted use of a take-home automobile to be mutually agreed upon and provided to the Employee at the Employer's cost, subject to approval by Employer, which shall not be withheld without good cause.

The Employer agrees to be responsible for paying for liability, property damage, and comprehensive insurance, operation, maintenance, repair, fuel, and regular replacement of a full-size automobile for the Employee's business use.

Section 2.05: Retirement

The Employer shall immediately, or at the first permissible opportunity, enroll the Employee into the applicable state or local government retirement system or alternative as allowed by state statute and make all the appropriate Employer contributions on the Employee's behalf.

In addition to the Employer's payment to the state or local retirement system referenced above, Employer agrees to execute and keep in force all necessary agreements provided by MissionSquare or any other Section 457 deferred compensation plan for Employee's participation, or continued participation, in such supplemental retirement plan. In addition to the base salary paid by the Employer to Employee, Employer agrees to pay an amount equal to 6% of the Employee's annual salary, into the designated plan on the Employee's behalf, in an equally proportionate amount each pay period.

The Employer shall promptly and fully disclose the financial impact of any amendment to the terms of the Employee's retirement benefit. In lieu of contributing to a Section 457 deferred compensation plan, all or part of the dollar value of this contribution may be used, at the Employee's option, to purchase previous service from another qualified plan.

Section 2.06: General Business Expenses

- A. Employer agrees to budget and pay for Employee's professional dues, including but not limited to ICMA, and subscriptions of the Employee necessary for the continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer.
- B. Employer agrees to budget and pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer, including but not limited to ICMA and Colorado Municipal League ("CML") annual, regional, and affiliate conferences.
- C. Employer also agrees to budget and pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for the Employee's professional development and for the good of the Employer.
- D. Employer shall not require Employee to use vacation leave when participating in professional development activities.
- E. The Employer acknowledges the value of having Employee participate and be directly involved in local civic clubs or organizations. Accordingly, Employer shall pay for the reasonable membership fees and/or dues to enable the Employee to become an active member in local civic clubs or organizations.
- F. Recognizing the importance of constant communication and maximum productivity, Employer shall provide Employee, for business use, a laptop computer, software, mobile

phone, and/or tablet computer required for the Employee to perform their duties and to maintain communication with Employer's staff and officials, as well as other individuals who are doing business with Employer. Upon termination of Employee's employment, the equipment described herein shall remain the property of the Employer and at the discretion of the Employer any mobile phone number may be transferred to the Employee.

ARTICLE III: GENERAL WORK CONDITIONS

Section 3.01: Performance Evaluation

- A. Employer shall annually review the performance of the Employee in June, starting June 2023, subject to a process, form, criteria, and format for the evaluation, which shall be mutually agreed upon by the Employer and Employee.
- B. Employer shall present a written summary of the evaluation results to the Employee. To the extent reasonably practicable, the final written evaluation should be completed and delivered to the Employee within 30 days of the Town Council's meeting to formally evaluate Employee.
- C. Unless the Employee expressly requests otherwise in writing, the evaluation of the Employee shall at all times be conducted in executive session of the governing body and shall be considered confidential to the extent permitted by law. Nothing herein shall prohibit the Employer or Employee from sharing the content of the Employee's evaluation with their respective legal counsel.
- D. In the event the Employer deems the evaluation instrument, format, and/or procedure is to be modified by the Employer and such modifications would require new or different performance expectations, then the Employee shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.
- E. In the event the Employee is an ICMA Credentialed Manager, the multi-rater evaluation tool will be utilized at a minimum of every five years during Employee's employment as Town Manager.

Section 3.02: Hours of Work

It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end Employer intends that reasonable time off be permitted to Employee, such as is customary for exempt employees so long as the time off does not interfere with the normal conduct of the office of the Town Manager.

Section 3.03: Outside Activities

The employment provided for by this Agreement shall be the Employee's primary employment. The Employee will not accept outside employment, beyond limited teaching or consulting opportunities, without the prior written consent of the Town Council.

ARTICLE IV: EMPLOYMENT SEPARATION

Section 4.01: Resignation

Employee may voluntarily terminate this Agreement by providing a minimum of 30 days' notice of Employee's voluntary resignation to the Town Council, subject to any applicable requirements set forth by state or local law.

Section 4.02: Termination

For the purpose of this Agreement, termination shall occur when the majority of the governing body votes to terminate the Employee in accordance with the Town of Severance Home Rule Charter at a properly posted and duly authorized public meeting.

Section 4.03: Severance

- A. Severance shall be paid to the Employee when employment is terminated as provided in Section 4.02 for any reason other than "cause." For the purposes of this Agreement, "cause" includes, but is not limited to, violation of any term of this Agreement, failure to obtain, and maintain, a security clearance pursuant to the Federal Bureau of Investigation's "Criminal Justice Information System Security Policy" that would allow unaccompanied, roaming access to all secure areas of the Police Department (which requires a national finger-print records check through the Colorado Bureau of Investigation), a felony conviction, an ICMA Code of Ethics violation, engaging in outside employment or business opportunities for compensation that is/are contrary to Section 3.03, or malfeasance, misfeasance or nonfeasance in office, as such terms are defined and interpreted by Colorado law.
- B. If the Employee is terminated for any reason other than "cause":
 - 1. The Employer shall provide a severance payment equal to nine (9) months of the Employee's annual salary set forth in Section 2.01. This severance shall be paid in a lump sum.
 - 2. The Employee shall be compensated for all accrued and unused leave and all paid holidays through the date of termination, as provided in Section 2.03(B). The Employer agrees to make a contribution to the Employee's deferred compensation account on the value of this compensation calculated using the then current annual salary of Employee at the date of termination divided by two thousand and eighty (2080) hours. If the amount of the contribution under this Section exceeds the limit under the Code for a contribution to the Deferred Compensation plan, the remainder shall be paid to the Employee in a lump sum as taxable compensation.
 - 3. For a period of up to nine (9) months following termination, the Employer shall pay the cost to continue the following benefits:
 - i. Employee and all dependents will be provided access to health insurance pursuant to the Consolidated Omnibus Budget Reconciliation Act ("COBRA") at Employer's expense, after which time Employee may elect to continue the COBRA coverage at Employee's expense. The foregoing notwithstanding, the Employer may

terminate COBRA coverage for the Employee and all dependents immediately upon Employee beginning coverage under another group health plan, or for any other permissible reason for which the Employer may terminate group health plan coverage or COBRA for other Town Employees, subject to Employer providing Employee with an early termination notice to be given as soon as practicable after the decision is made, including the date coverage will terminate, the reason for termination, and any rights the Employee may have under the Town's group health insurance plan or applicable law to elect alternative group or individual coverage.

ii. Any other benefits available to other employees.

- C. If the Employee is terminated for "cause," then the Employer is not obligated to provide severance under 4.03(B) of this section.
- D. The termination and severance of Employee may be memorialized in a "Separation Agreement" to be agreed upon and executed by Employer and Employee.

ARTICLE V: GENERAL COVENANTS

Section 5.01: Indemnification

The Town will indemnify and defend the Employee to the extent required by, and in accordance with, Section 24-10-110, C.R.S. of the Colorado Governmental Immunity Act. The Town, and Employee, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently Four Hundred Twenty-Four Thousand Dollars (\$424,000) per person, and no more than One Million One Hundred Ninety-Five Thousand Dollars (\$1,195,000) per occurrence; each adjusted per C.R.S. § 24-10-114(1)(b)), or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §24-10-101 et seq., as amended, or otherwise available to the Town and its officials.

This Section survives the termination of this Agreement.

Section 5.02: Bonding

Employer shall bear the full cost of any bonds that Employee is required to obtain by any law or ordinance.

Section 5.03: Other Terms and Conditions of Employment

The Employer, only upon agreement with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Town of Severance Home Rule Charter, local ordinances or any other law.

Section 5.04: General Provisions

- A. **Integration.** This Agreement sets forth and establishes the entire understanding between

the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the Employer and Employee are merged into and rendered null and void by this Agreement. This Agreement may be amended only by an express written agreement signed by the Employer and Employee. Such amendments must be incorporated and made a part of this Agreement.

- B. **Successors in Interest.** The provisions of this contract will be binding upon and will inure to the benefit of the parties, and their respective successors and approved assigns if any.
- C. **Effective Date.** This Agreement becomes effective on January 24, 2023 and will continue until terminated.
- D. **Severability.** The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions are deemed to be in full force and effect as if they have been executed by both Employer and Employee subsequent to the expungement or judicial modification of the invalid provision.
- E. **Precedence.** In the event of any conflict between the terms, conditions, and provisions of this Agreement and the provisions of Employer's policies, or Employer's ordinances or Employer's rules and regulations, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Agreement must take precedence over contrary provisions of Employer's policies, ordinances, rules, and regulations or any such permissive law during the term of this Agreement.
- F. **Annual Appropriation.** In compliance with Article X, Section 20 of the Colorado Constitution, the parties agree that because this Agreement may continue beyond the current year, any financial commitment or obligation of the Town is subject to the Town Council's annual appropriation of funds and that any Town expense constitutes current expense and shall not be construed as general obligation indebtedness.
- G. **Governing Law.** Colorado law shall apply to the construction and enforcement of this Agreement. The parties agree to the jurisdiction and venue of the courts of the County of Weld, State of Colorado, in relation to any dispute arising out of or in any manner connected with this Agreement.
- H. **Enforcement.** In the event that litigation is initiated regarding this Agreement, the prevailing party is entitled to and shall be awarded their reasonable attorney's fees and related court and litigation costs.

[Signatures begin on following page.]

THIS AGREEMENT has been executed as of the date first hereinabove written.

EMPLOYEE:

Nicholas J. Wharton, MPA, ICMA-CM

TOWN OF SEVERANCE:

Matthew Fries, Mayor

ATTEST:

Leah Vanarsdall, Town Clerk