



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

AGENDA
TOWN COUNCIL WORK SESSION & MEETING
Tuesday, March 28, 2023, at 6:00 PM

A. CALL TO ORDER WORK SESSION

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

- 1. Pledge of Allegiance**
- 2. Pg 4 - Legacy Farm**
 - Discussion
 - Staff Presentation: Abdul Barzak, Town Planner
- 3. Pg 8 - Resolution 2023-XXR: Process for Community Grants**
 - Discussion
 - Staff Presentation: Nicholas Wharton, Town Manager

B. CALL TO ORDER REGULAR MEETING

- 1. Roll Call**
- 2. Agenda Review by Town Manager**
- 3. Consent Calendar**

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

- a. Pg 11 - 3.14.23 Minutes**
- b. Pg 16 - February Payables**
- c. Pg 21 - Resolution 2023-18R: A Resolution for the Town of Severance, Colorado, to appropriate transfers for Expenditure for the 2022 Capital Projects**
 - Legislative
 - Staff Presentation: Nancy Mueller, Finance Director

d. Pg 24 - January Financial Statements

e. Pg 64 - February Financial Statements

4. Approval of Agenda

5. Public Comment

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

6. Council Member Comments

7. Reports

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

- a. Pg 104 - Advisory Board Reports
- b. Pg 106 - Town Attorney
- c. Pg 108 - Town Staff
- d. Pg 126 - Town Management
- e. Council Members Liaisons
- f. Mayor

C. PROCLAMATION

1. Pg 129 - Arbor Day Proclamation April 28, 2023

2. Pg 130 - School Library Month April 2023

D. TOWN COUNCIL

1. Pg 131 - Buffering/Open Space/Trails Requirements: Land Use Code (Discussion)

- Discussion
- Staff Presentation: Abdul Barzak, Town Planner

2. Pg 148 - Resolution 2023-04R: A Resolution of the Town Council of the Town of Severance, Colorado, Approving the Town of Severance Purchasing Policies and Procedures Manual

- Legislative
- Staff Presentation: Nicholas Wharton, Town Manager, Nancy Mueller, Finance Director

3. Pg 166 - PUBLIC HEARING

Ordinance No. 2023-04: Granting a Non-Exclusive Cable System Franchise and Approving a Cable System Franchise Agreement Between the Town of Severance and Comcast of Colorado IX, LLC, for the Operation of a Cable System in the Town Pursuant to the Terms of Such Agreement

- Legislative
- Staff Presentation: Nicholas Wharton, Town Manager

4. Pg 245 - Town of Severance Emergency Management Plan

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

5. Pg 342 - Resolution 2023-19R: A Resolution of the Town council of the Town of Severance, Colorado, Providing of Additional Appropriations in Fiscal Year 2023 of Water Infrastructure Impact Fees for the Water Tank Project

- Legislative
- Staff Presentation: Nancy Mueller, Finance Director

6. Pg 345 - Resolution 2023-20R: A Resolution of the Town Council of the Town of Severance, Colorado, Providing of Appropriations in Fiscal Year 2023 for Additional Fund Transfers and Appropriation of Additional Revenue

- Legislative
- Staff Presentation: Nancy Mueller, Finance Director

7. Pg 250 - Resolution 2023-21R: A Resolution of the Town Council of the Town of Severance, Colorado, approving an agreement between the Town of Severance and Coulson Excavating Company, Inc. regarding the Weld County Road 23/CO Highway 392 Intersection Improvements Project;

- Legislative
- Staff Presentation: Abdul Barzak, Town Planner

8. Pg 359 - Resolution 2023-22R: A Resolution of the Town Council of the Town of Severance, Colorado, Providing for Additional Appropriations in Fiscal Year 2023 of the Department of Public Safety, Division of Criminal Justice Grant for Safe Parks

- Legislative
- Staff Presentation: Nancy Mueller, Finance Director

E. COUNCIL MEMBER PETITIONS

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

F. ADJOURN

Town Council MEETING

Tuesday, March 28, 2023, 6:00 PM (MDT)

Registration URL

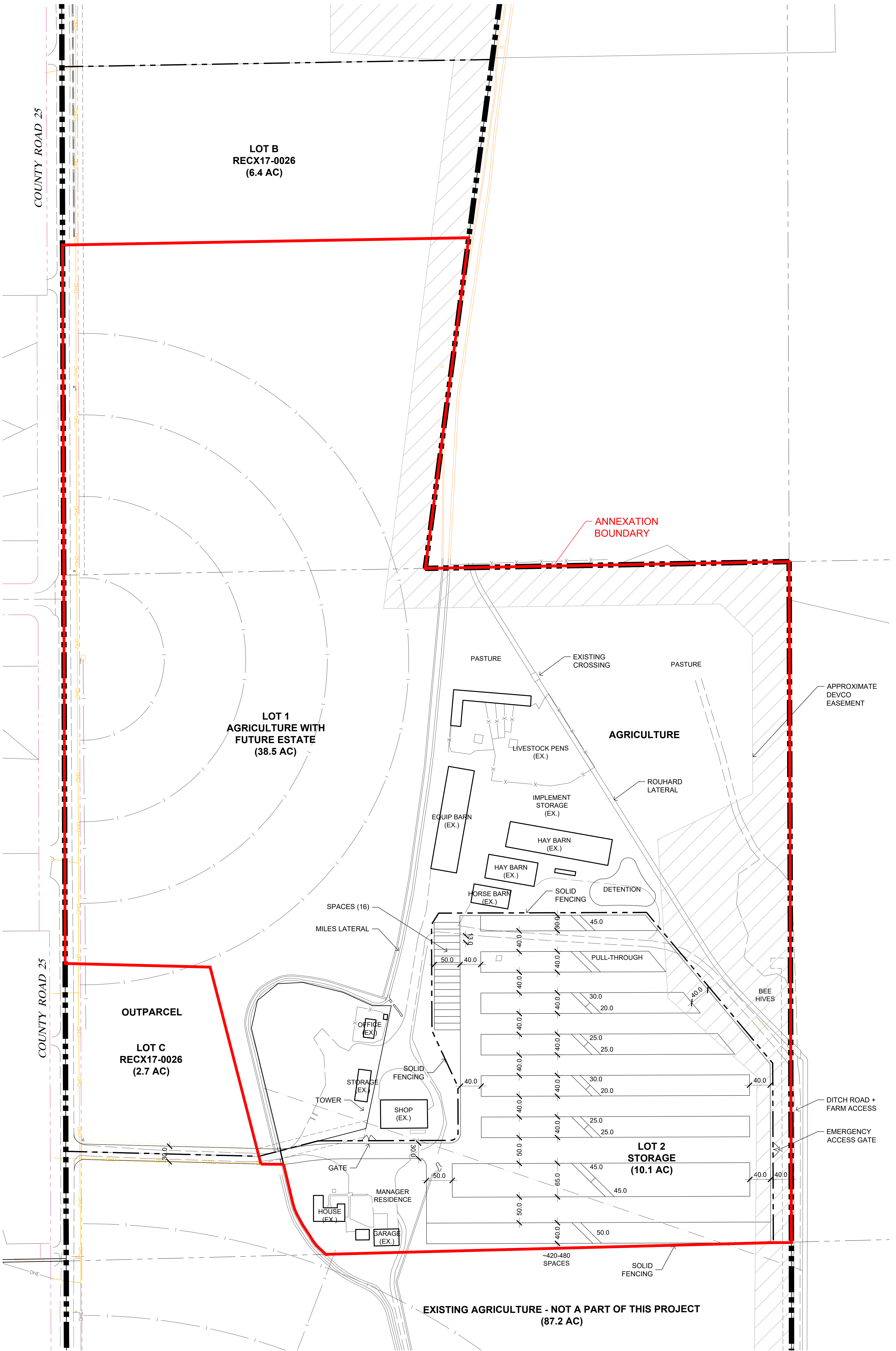
https://us02web.zoom.us/webinar/register/WN_2IAIq6fPQ3yI0LAXhfwNuw

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.



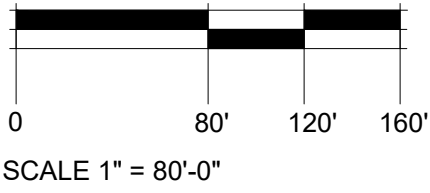
AGENDA ITEM SUMMARY

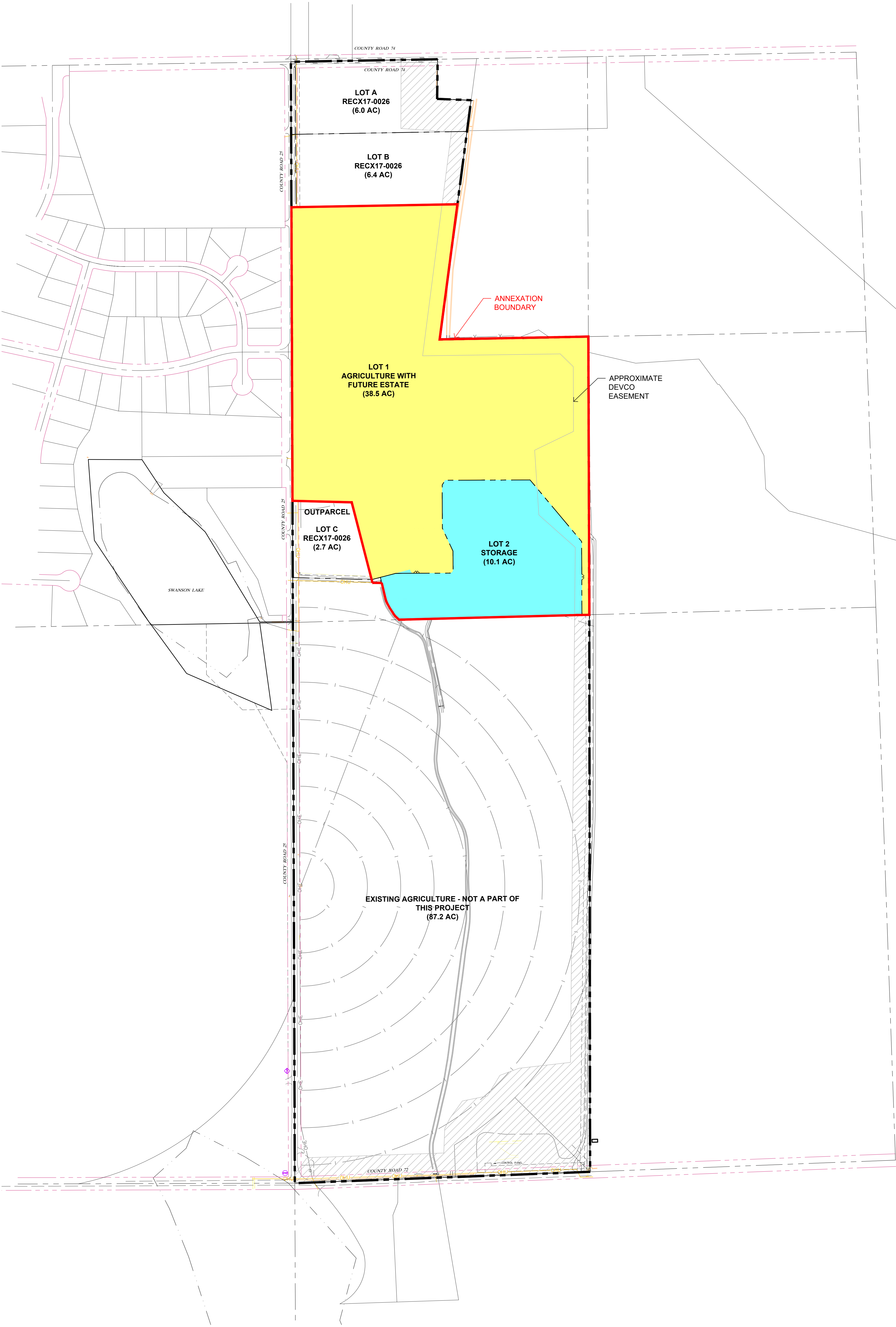
AGENDA ITEM	SUBMITTED BY	PRESENTED BY
Pg 4 - Legacy Farm	Abdul Barzak, Town Planner	Abdul Barzak, Town Planner
ACTION REQUESTED		
Community and Economic Development is asking the Town Council to discuss the proposed Legacy Farm conceptual design.		<u>Discussion</u>
BRIEF SUMMARY		
The property owner on the east side of WCR 25 has asked if the Town of Severance would want to pursue the annexation of approximately 135 acres of land. The property owner has provided an overall conceptual layout of the property and is looking at starting with approximately 10 acres of outdoor storage on what would become Lot 2 and setting aside approximately 35 acres on what would become Lot 1 to continue existing agricultural operations with the future intent of single-family estate lots. Tonight, the Town staff is asking for feedback from Council and to understand if the Town Council would like to direct staff to pursue annexation.		
PUBLIC SUPPORT/CONCERN		
None at this time		
ANALYSIS AND RECOMMENDATION		
Community and Economic Development ask the Town Council to discuss the proposed Legacy Farm conceptual design and direct any necessary actions.		
MATERIALS SUBMITTED		
The following materials were submitted and included in this packet: 1. Legacy Farm Concept Plan (Lot 1 & 2) 2. Legacy Farm Overall Conceptual Plan 3. Vicinity Map - Legacy Farm		

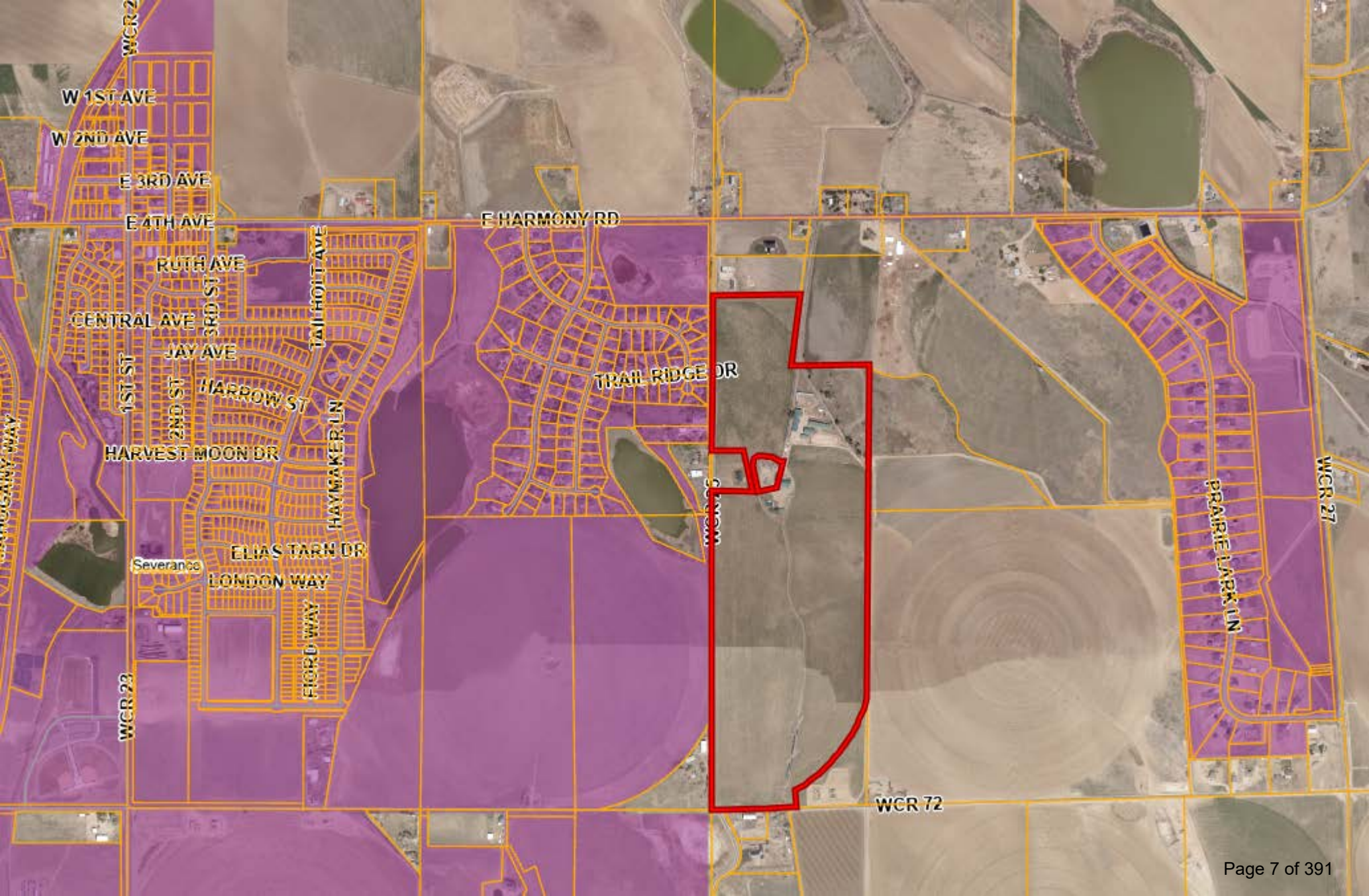


LEGACY FARM - CONCEPT PLAN

3.1.23







W 1ST AVE

W 2ND AVE

E 3RD AVE

E 4TH AVE

E HARMONY RD

RUTH AVE

CENTRAL AVE

JAY AVE

HARROW ST

HARVEST MOON DR

TRAIL RIDGE DR

ELIAS TARN DR

LONDON WAY

FIORD WAY

PRAIRIE LARK LN

WCR 72



AGENDA ITEM SUMMARY

AGENDA ITEM	SUBMITTED BY	PRESENTED BY
Pg 8 - Resolution 2023-XXR: Process for Community Grants	Nicholas Wharton, Town Manager	Nicholas J. Wharton, MPA
ACTION REQUESTED		
Town Management asks the Town Council to discuss the resolution relating to the process for community grants and direct any further actions they deem necessary.		<u>Resolution Presentation Discussion</u>
BRIEF SUMMARY		
The Town Manager has been working on a formal process for donation requests. Presented tonight is a resolution that would be adopted annually at the request of the Town Council that outlines the communities' ability to request a community grant. In addition to this resolution, an application for requesting a community grant would be created.		
PUBLIC SUPPORT/CONCERN		
None at this time.		
ANALYSIS AND RECOMMENDATION		
Town Management asks the Town Council to discuss the proposed resolution relating to the process for community grants and direct any further actions they deem necessary.		
MATERIALS SUBMITTED		
The following materials were submitted and included in this packet: 1. Resolution 2023-XXR Community Grants		

RESOLUTION NO. 2023-XXR

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SEVERANCE, COLORADO, ADOPTING A PROCESS FOR COMMUNITY GRANTS

WHEREAS, the Town has prepared and approved the 2023 Budget; and

WHEREAS, the Town Council has determined that a standard is necessary regarding the process to review and approve monetary contributions to Non-Profits that directly impact Severance Residents and Severance Students, Student Organizations, or Student Events; and

WHEREAS, Non-Profits and Severance Students, Student Organizations, or Student Event requests will now fill out a community grant application; and

WHEREAS, application requests shall be specific to a program or event and forwarded to the Town Council for approval; and

WHEREAS, \$10,000 will be allocated from the existing Council's discretionary fund; and

WHEREAS, the total funding amount will be divided into incremental amounts called community grants; and

WHEREAS, the allocated community grant amounts for 2023 Non-Profit and Severance Students, Student Organizations, or Student Event contributions are as follows:

Grants	Type of Community Grant (CG)	2023 Total Funds	Community Grants
1 (\$2000)	Non-Profit CG	\$2,000	Grants can be applied for in 2023 at any time on a first come, first serve basis as funds are available. Non-Profit requests will be approved by the Town Council during the next available meeting.
2 (\$1000)	Non-Profit CG	\$2,000	
2 (\$500)	Non-Profit CG	\$1,000	
1 (\$2000)	Severance Student Event CG	\$2,000	
2 (\$1000)	Severance Student Organization CG	\$2,000	
2 (\$500)	Severance Student CG	\$1,000	
Total		\$10,000	

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

Adopting a process for approving town funds for community grants for the 2023 Budget year.

TOWN OF SEVERANCE, COLORADO

Matthew Fries, Mayor

ATTEST:

Leah Vanarsdall, MMC, Town Clerk

APPROVED AS TO FORM:

Nicholas J. Wharton, MPA, ICMA-CM, Town Manager

DRAFT



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

MINUTES
WORK SESSION & MEETING
Tuesday, March 14, 2023, at 6:00 PM

Present:

Mayor:

Matthew Fries

Mayor Pro-tem:

Dennis 'Zeke' Kane

Council Members:

Frank Baszler
Stephen Gagliardi
David Bruen
Dan Meyers

Absent: Michelle Duda

Audience:

Staff:

Nicholas Wharton, Town Manager
Lindsay Radcliff-Coombes, Deputy Town Manager
Abdul Barzak, Town Planner
Leah Vanarsdall, Town Clerk
Keith Martin, Town Attorney
Bill Cornelius, Community Development Director
Nancy Mueller, Finance Director
Jim Gerdeman, Chief of Police

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 - Community Center Discussion

- Legislative
- Staff Presentation: Nicholas Wharton, Town Manager

B. CALL TO ORDER REGULAR MEETING

1. Roll Call

2. Agenda Review by Town Manager

Town Manager asked that the first Executive Session be removed, and the Agenda be approved with this change.

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 Baszler, seconded by Council Member Meyers to Approve the Consent Calendar. All Council Members present voting Yes,

MOTION PASSED

a. Pg 5 - 2.28.23 Minutes

4. Approval of Agenda

MOTION WAS MADE BY Council Member Baszler, seconded by Council Member Dan Meyers to remove the first Executive Session and Approve the Agenda as amended. All Council Members present voting Yes,

MOTION PASSED

5. Public Comment

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

NONE

6. Council Member Comments

Council agrees to let Council Member Meyers remain on the Tailholt Metro District Board

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 10 - Provisions and Procedures **Discussion: Land Use Code (Discussion)**

- Discussion
- Staff Presentation: Abdul Barzak, Town Planner
Direction given to staff to proceed with an Ordinance for ratification of changes to the Land Use Code and to present at a future meeting.

2. Pg 146 - **Resolution 2023-13R: A Resolution of The Town Council of The Town Of Severance, Colorado, Approving a Use By Additional Review application to operate a large-scale solar facility on certain real property fully described herein, Approving a Site Plan in conjunction with such use; and authorizing a Development Agreement pertaining to the BHS Solar Facility**

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

MOTION WAS MADE BY Council Member Baszler, seconded by Council Member Meyers to Approve **Resolution 2023-13R: A Resolution of The Town Council of The Town Of Severance, Colorado, Approving a Use By Additional Review application to operate a large-scale solar facility on certain real property fully described herein, Approving a Site Plan in conjunction with such use; and authorizing a Development Agreement pertaining to the BHS Solar Facility.** All Council Members present voting Yes,

MOTION PASSED

Public Comment: Tad Hunters-Platte River Power Authority, Tom Varra-9080 WCR 102, Nunn, Curtis Miller-33693 WCR 31, Jake Schroeder-SPABS LLC, Rep (inaudible) from BHS & Power Global

3. **PUBLIC HEARING**

Pg 438 - Resolution 2023-14R: A Resolution of The Severance Zoning Board of Adjustment, Approving a Variance Request for certain real property located within portions of Section 2, T7n, R67 We, 6th P.M., And Sections 14, 23, 26, 27, And 35, T8n, R67w, 6th P.M., Weld County, Colorado

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

MOTION WAS MADE BY Council Member Baszler, seconded by Council Member Meyers to Approve **Resolution 2023-14R: A Resolution of The Severance Zoning Board of Adjustment, Approving a Variance Request for certain real property located within portions of Section 2, T7n, R67 We, 6th P.M., And Sections 14, 23, 26, 27, And 35, T8n, R67w, 6th P.M., Weld County, Colorado.** All Council Members present voting

Yes,

MOTION PASSED

PUBLIC HEARING: Open: 8:02 pm Closed: 8:09 pm

4. PUBLIC HEARING

Pg 455 - Resolution 2023-15R: A Resolution of The Town Council of The Town of Severance, Colorado, Granting the vesting of The BHS Solar Use By Additional Review, BHS Solar Energy Facility Site Plan and BHS Solar Energy Facility Site Plan Development Agreement; and approving a Vesting Agreement pertaining to thereto

- Legislative
- Staff Presentation: Abdul Barzak, Town Planner

MOTION WAS MADE BY Council Member Baszler, seconded by Council Member Meyers to Approve **Resolution 2023-15R: A Resolution of The Town Council of The Town of Severance, Colorado, Granting the vesting of The BHS Solar Use By Additional Review, BHS Solar Energy Facility Site Plan and BHS Solar Energy Facility Site Plan Development Agreement; and approving a Vesting Agreement pertaining to thereto.** All Council Members present voting Yes,

MOTION PASSED

PUBLIC HEARING: Open: 8:10 pm Closed: 8:12 pm

Public Comment: Doug Carter

5. Pg 472 - Resolution 2023-16R: Memorandum of Understanding for North Weld County Responder Team

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

MOTION WAS MADE BY Council Member Baszler, seconded by Council Member Kane to Approve **Resolution 2023-16R: Memorandum of Understanding for North Weld County Responder Team.** All Council Members present voting Yes,

MOTION PASSED

6. Pg 482 - Ordinance 2023-03: An Ordinance of the Town Council of the Town of Severance, Colorado, Repealing and Reenacting Article 6 of Chapter 13, Pertaining to the Town's Cross-Connection Control Program

- Legislative
- Staff Presentation: Nicholas Wharton, Town Manager

MOTION WAS MADE BY Council Member Baszler, seconded by Council Member Kane to Adopt **Ordinance 2023-03: An Ordinance of the Town Council of the Town of Severance, Colorado, Repealing and Reenacting Article 6 of Chapter 13, Pertaining to the Town's Cross-Connection Control Program.** All Council Members present voting Yes,

MOTION PASSED

D. COUNCIL MEMBER PETITIONS

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

E. EXECUTIVE SESSION

- 1. Executive Session pursuant to C.R.S. Section 24-6-402(4)(b) of the Colorado Revised Statutes to confer with the Town Attorney for the purpose of receiving legal advice on specific legal questions regarding various water-related projects.**

CANCELED AND REMOVED FROM THE AGENDA

2. **Executive Session pursuant to C.R.S. Section 24-6-402(4)(e) of the Colorado Revised Statutes for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategies for negotiations, and instructing negotiators with respect to a Comcast Franchise Agreement.**

Open: 8:34 pm **Closed:** 9:21 pm

MOTION WAS MADE BY Council Member Baszler, seconded by Council Member Kane to ADJOURN INTO **Executive Session** pursuant to Section 24-6-402(4)(e) of the Colorado Revised Statutes for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategies for negotiations, and instructing negotiators with respect to a Comcast Franchise Agreement and to adjourn the Regular Meeting immediately after. All Council Members present voting Yes,

MOTION PASSED

F. ADJOURN

9:21 pm

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

Vendor Name	Invoice Number	Description	Amount Paid
4Rivers Equipment	1356256	John Deere 670C - repair and parts	\$ 1,506.84
4Rivers Equipment	1301022	Part - seat adjustment	\$ 90.04
Ablao Law, LLC	1171	Municipal Judge - Feb 2023	\$ 600.00
AFLAC	443661	Employee Deductions	\$ 1,229.78
Air Comfort, Inc.	C005893	PD - Quarterly HVAC maintenance billing	\$ 249.00
Air Comfort, Inc.	W23450	PW building replace failed crankcase heater	\$ 226.42
Allegra Marketing Print Mail	44978	3-part Court Referred Class form	\$ 70.04
Amazon Capital Services	14KL-K633-7NWD	Promotions & discounts	\$ (8.92)
Amazon Capital Services	14KL-K633-7NWD	TH - Office Supplies - binders,binder dividers,TP,do not disturb sign,Febreze,paper towels,trash bags,soap,ice scraper,felt tip pens,stapler	\$ 355.71
Amazon Capital Services	14KL-K633-7NWD	Admin - Logitech keyboard/mouse, monitor, desk chair, speakers, computer desk	\$ 566.54
Amazon Capital Services	1PN7-TP7K-17WT	Credit Memo - Lyson multi-surface Cleaner	\$ (9.99)
Amazon Capital Services	14KL-K633-7NWD	TH - Lasko oscillating tower heater, mop	\$ 75.67
Amazon Capital Services	14KL-K633-7NWD	Fin - envelopes	\$ 29.97
Amazon Capital Services	14KL-K633-7NWD	PW - safety glasses, battery for key fob, refrigerator filter	\$ 168.99
Amazon Capital Services	14KL-K633-7NWD	PD - TP, paper towels, trash bags	\$ 159.31
Amazon Capital Services	14KL-K633-7NWD	Special event supplies - raffle tickets, gum, hershey's kisses, twizzlers	\$ 82.53
Ascent Broadband, LLC	122574	PW Internet Service	\$ 190.00
Associated Landscape Contractors of CO	4035	SLM Class & Manuals - Davison & Strauch	\$ 230.00
Ausmus Law Firm PC	7976	Contract prosecution for the months of Nov & Dec 2022	\$ 1,700.00
Ayres Associates Inc.	205294	General Planning Services	\$ 139.50
Ayres Associates Inc.	205294	General GIS Services	\$ 850.00
Ayres Associates Inc.	205294	Planning Services - Cust# 274	\$ 43.00
Ayres Associates Inc.	205294	Land Use Advisory Committee	\$ 2,196.50
Ayres Associates Inc.	205294	General Economic Development	\$ 43.00
Ayres Associates Inc.	205294	Planning Services - Cust# 275	\$ 240.00
Ayres Associates Inc.	205294	Planning Services - Cust# 270	\$ 660.00
Ayres Associates Inc.	205292	Planning services - DOLA - IHOP project	\$ 2,173.00
Ayres Associates Inc.	205294	Planning Services - Cust# 265	\$ 77.50
Ayres Associates Inc.	205294	Plannng Services - Cust# 284	\$ 240.00
Banka Built Welding, LLC	1289	Grind out cracked plow blade - TK# 230	\$ 190.00
Banner Occupational Health Clinics	796759	PD - Physicals - Jan 23	\$ 350.00
Baseline Associates, Inc.	5413	Pre-Employment - report#23-0009	\$ 140.00
Bunting Disposal, Inc.	142290MAR2023	Trash Service-Acct 142290	\$ 85.00
Carson Fabrication, LLC	1234	Field tech labor & parts - Int'l 7300	\$ 6,290.86
Carson Fabrication, LLC	1233	Field tech labor & parts - Int'l 4900	\$ 835.33
Caselle, Inc.	122622	Caselle Software Support	\$ 2,018.00
CEBT	INV 0053441	Group AAJ2 Health & Life Insurance	\$ 47,887.00
CIRSA	230434	Cirsa - annual CSWAMP/Equip Breakdown/Detainee Medical/Vamp	\$ 6,377.26
CIRSA	230490	Cirsa - annual Excess Cyber	\$ 5,722.00
Colorado Civil Group Inc.	0042.0001.08-27	Engineering Services - Cust# 276	\$ 260.00
Colorado Civil Group Inc.	0042.0012.03-03	Engineering Services - Cust# 284	\$ 3,143.00
Colorado Civil Group Inc.	0042.0000.10-17	Engineering - Capital Improvement Projects	\$ 650.00
Colorado Civil Group Inc.	0042.0500.04-05	Engineering - P-2103 - Great Western Trails	\$ 17,407.50
Colorado Civil Group Inc.	0042.0000.09-10	Engineering - Water Master Plan	\$ 4,341.00
Colorado Civil Group Inc.	0042.0000.11-16	Engineering - Pending Projects	\$ 109.50
Colorado Civil Group Inc.	0042.0000.00-72	Engineering - General Services	\$ 586.00
Colorado Civil Group Inc.	0042.0510.00-14	Engineering - TR-2201 Traffic Signal 74/19	\$ 511.00
Colorado Civil Group Inc.	0042.0511.00-13	Engineering - Traffic Signal (392/23)	\$ 6,027.00
Colorado Civil Group Inc.	0042.0000.21-17	Engineering - Design Criteria	\$ 1,583.50
Colorado Civil Group Inc.	0042.0001.12-03	Engineering Services - Cust# 286	\$ 780.00
Colorado Civil Group Inc.	0042.0000.00-72	Engineering Services - CD-2301- Document archiving	\$ 1,698.00

Colorado Civil Group Inc.	0042.0507.00-39	Engineering - WW-2004 Wastewater Master Plan	\$ 174.50
Colorado Civil Group Inc.	0042.0022.00-07	Engineering Services - Severance Library	\$ 4,544.50
Colorado Civil Group Inc.	0042.0506.02-19	Engineering - Elevated Water Tank	\$ 5,894.50
Direct Discharge Consulting, LLC	2065	ORC Services	\$ 1,500.00
Drexel, Barrell & Co.	25844	Project Management - Harmony and WCR 19 intersection design	\$ 6,560.00
Drexel, Barrell & Co.	25637	Project Management - Harmony and WCR 19 intersection design	\$ 14,570.00
Drexel, Barrell & Co.	25745	Project Management - Harmony and WCR 19 intersection design	\$ 4,682.50
Employers Council	451301	HR professional services	\$ 760.00
Employers Council	452095	Travel expense M. Harte on 12/16/22	\$ 16.38
EnviroTech Services, Inc.	CD202308926	Ice Slicer	\$ 3,612.48
Freedom Mailing Services Inc	44619	Survey Letter - water	\$ 1,579.20
Freedom Mailing Services Inc	44603	Postcard Bill Processing	\$ 1,225.60
Frontier Business Products	836168	TH - Copy Machine 94244	\$ 102.27
Frontier Business Products	836168	PW Color Copies	\$ 11.72
Frontier Business Products	836168	PW - Copy Machine 94240	\$ 102.26
Frontier Business Products	836168	TH Color Copies	\$ 183.55
HARSH INTERNATIONAL INC.	INV2665	Repair mower #553	\$ 281.56
HARSH INTERNATIONAL INC.	INV2666	Repair mower #555	\$ 159.39
Hayashi & Macsalka, LLC	378	Legal Fees - Cust# 265	\$ 2,193.00
Hayashi & Macsalka, LLC	379	Legal Fees- Cust# 275	\$ 877.50
Hayashi & Macsalka, LLC	383	Legal Fees - traffic signal (392/23)	\$ 97.50
Hayashi & Macsalka, LLC	381	Legal Fees - Cust# 281	\$ 39.00
Hayashi & Macsalka, LLC	380	General Services - WCR 19/WCR 74 Row acquisition questions	\$ 39.00
Hayashi & Macsalka, LLC	380	General Services - TR-2101 Traffic Signal 392/23 ROW acquisition/emails	\$ 97.50
Hayashi & Macsalka, LLC	380	Legal Fees - General Services	\$ 6,688.50
Hayashi & Macsalka, LLC	385	Legal Fees - travel to and from council meetings	\$ 230.00
Hayashi & Macsalka, LLC	383	Legal Fees - Common Interest agreement	\$ 39.00
Hayashi & Macsalka, LLC	383	Legal Fees - Windsor Plant Investment Program	\$ 253.50
Hayashi & Macsalka, LLC	384	Legal Fees - Cust# 284	\$ 448.50
Hayashi & Macsalka, LLC	383	Legal Fees - Water Tank	\$ 156.00
Hayashi & Macsalka, LLC	382	Legal Fees - Cust# 270	\$ 430.00
Hayashi & Macsalka, LLC	383	Legal Fees - NISP	\$ 604.50
Hellman Supply Solutions	37450	GFG G450 Oxygen (O2) Sensor	\$ 224.90
Hotsy Equipment of Northern Colorado Inc	83223	Repaired burned wire on reset switch	\$ 225.00
Integrity Tire	0102-103640	2014 Ford Police Interceptor - Battery & alternator test, replaced battery, v-ribbed belt, serpentine belt	\$ 400.29
Integrity Tire	0102-103729	2011 F250 - flat repair	\$ 15.00
Integrity Tire	0102-103705	2013 PD Interceptor - Struts, shocks, battery, serpentine belt, front lower control arms, tires	\$ 3,269.47
Integrity Tire	0102-103706	2019 Grand Caravan - oil change, fuel injection service,	\$ 408.16
J & S Contractors Supply Co.	0078713-IN	Sign post anchors	\$ 640.00
J & S Contractors Supply Co.	0078778-IN	Sign anchors and posts	\$ 948.00
JR Engineering, LLC	81499	Engineering services - Cust# 284	\$ 1,712.50
JR Engineering, LLC	81500	Engineering services - Cust# 275	\$ 505.00
JR Engineering, LLC	81501	Engineering services - Cust# 286	\$ 180.00
JR Engineering, LLC	81498	SH 392 & WCR 23 Review	\$ 270.00
JR Engineering, LLC	81498	Project Management	\$ 595.00
JR Engineering, LLC	81498	Project Management	\$ 485.00
JR Engineering, LLC	81496	Engineering services - Cust# 270	\$ 577.50
JR Engineering, LLC	81497	Engineering services - Cust# 265	\$ 505.00
JR Engineering, LLC	81498	Harmony & WCR 19 Review	\$ 180.00
La Salle Oil Co.	176270	Fuel	\$ 2,015.44
Language Line Services, Inc.	10732318	Acct - Translation Services	\$ 13.12
LightGig Communications, LLC	430436	Severance Town Hall Service Plan	\$ 120.00
MAC Equipment, Inc.	422674	Spring, trip/return	\$ 34.35
MAC Equipment, Inc.	423840	Spring, trip/return	\$ 89.00
North Front Range MPO	52053758	2023 Local Match	\$ 4,614.00
North Weld County Water	6546000-JAN2023	Water Utility	\$ 21,707.80
North Weld County Water	3654000-JAN2023	Water Utility	\$ 64.70

North Weld County Water	3386000-JAN2023	Water Utility	\$ 20,613.08
Onix IT, Inc.	7686	Managed Onsite services, Microsoft office/exchange online	\$ 5,672.00
Onix IT, Inc.	7669	Azure Subscription	\$ 317.31
Onix IT, Inc.	7668	Planning Commissioner Surface Tablet, keyboard cover, tablet setup	\$ 1,244.50
Onix IT, Inc.	7670	Finance Laptop - Dell 3571 Precision Laptop	\$ 3,060.50
Pinnacle Investigations LLC	380	Pre-employment background investigations	\$ 3,500.00
Poudre Valley REA	74118001 0223	2880 Branding Iron Power	\$ 70.96
Poudre Valley REA	135 0223	Streetlights, Soaring Eagle	\$ 190.95
Poudre Valley REA	135 0223	Streetlights, Foxridge	\$ 104.68
Poudre Valley REA	135 0223	36252 Evans St Power	\$ 48.56
Poudre Valley REA	135 0223	Streetlights, Hidden Valley Farms	\$ 1,416.28
Poudre Valley REA	135 0223	Streetlights, Summit View	\$ 417.45
Poudre Valley REA	135 0223	CO RD 21 and 76 1/2 - Water Tank	\$ 1,337.04
Poudre Valley REA	135 0223	CO RD 23 and Belmont Dr	\$ 37.25
Poudre Valley REA	135 0223	Streetlights, Severance Shores	\$ 221.76
Poudre Valley REA	135 0223	Streetlights, Casa Loma	\$ 134.42
Poudre Valley REA	135 0223	Streetlights, Sunset Ridge	\$ 249.18
Poudre Valley REA	135 0223	CO RD 74 & 19	\$ 13.34
Poudre Valley REA	135 0223	629 Shoreview Pkwy Lift Station	\$ 429.53
Poudre Valley REA	135 0223	75 Flat Iron Ln Power Source	\$ 75.96
Poudre Valley REA	135 0223	CO RD 80 and Rangeview	\$ 34.85
Poudre Valley REA	135 0223	Streetlights, Belmont Farms	\$ 235.37
Ram Waste Systems, Inc	5327-31281456	December Event - port-o-let services & cart service	\$ 835.00
Reprographics Inc	207498	Color Prints on bond	\$ 105.00
Republic Services, Inc	0642-000446029	Trash Services - wastewater plant - Acct	\$ 66.88
Resource Central	5672	Garden in a box program fee-yearly membership	\$ 1,500.00
Russell Liberty	FEB2023REIMB	E-filing form 990-EZ	\$ 99.90
SAFEbuilt Colorado, Inc.	0095851-IN	Building Inspections	\$ 28,657.34
Salt Lake Wholesale Sports	87351	Ammo	\$ 326.48
SBS Services Group LLC	5748145	Town hall - routine janitorial	\$ 520.00
Skaggs Companies, Inc.	100_A_151673_1	winter coats	\$ 2,816.00
Skaggs Companies, Inc.	100_A_161431_1	Belt, scabbard, baton, pants	\$ 383.44
Skaggs Companies, Inc.	100_A_161431_2	Shirt, handcuffs	\$ 324.00
TDS	8224100100028399 FEB2023	PD Bldg phone and internet	\$ 272.45
Terracon Consultants Inc.	T107114	Great Western Trail Connection project - project management	\$ 2,205.00
Top Shelf Printing	46323	Vehicle graphics	\$ 53.56
Town of Windsor	015265-000 0123	Wastewater Treatment	\$ 14,749.87
TransUnion Risk & Alternative Data, Inc	5453941-202301-1	Background Checks	\$ 75.00
Treatment Technology, LLC	188566	Chemicals for waste water plant	\$ 1,537.25
Tri-Tech Security, Inc.	33871	Replaced wireless communicator due to nationwide phase out of 3G technology	\$ 199.27
Tri-Tech Security, Inc.	33936	Feb/Mar/Apr fire alarm monitoring fee	\$ 84.00
Tri-Tech Security, Inc.	33861	Replaced wireless communicator due to nationwide phase out of 3G technology	\$ 199.27
UC Health	275916	January 2023 physical and other tests	\$ 383.00
Uline, Inc	159146743	PW supplies	\$ 837.29
UMB Staff Credit Cards	0151 0123	Harbor Freight Tools	\$ 1.00
UMB Staff Credit Cards	0151 0123	Harbor Freight Tools	\$ 162.85
UMB Staff Credit Cards	0151 0123	Cccma-CCCMA Conference Registration (Lindsay)	\$ 325.00
UMB Staff Credit Cards	0151 0123	Vistaprint-New Business Cards	\$ 89.97
UMB Staff Credit Cards	0151 0123	Dropbox Fax Monthly-Fax Monthly	\$ 14.98
UMB Staff Credit Cards	0151 0123	Dxp Enterprises-South water storage tank ID#004 Maintenance, cleaning and disinfection	\$ 105.00
UMB Staff Credit Cards	0151 0123	Ezcaterpanhandlers Pi-Meal for LUAC Mtg 1.04.23	\$ 132.88
UMB Staff Credit Cards	0151 0123	Harbor Freight Tools	\$ 37.98
UMB Staff Credit Cards	0151 0123	Harbor Freight Tools	\$ 1.00
UMB Staff Credit Cards	0151 0123	Harbor Freight Tools	\$ 162.86
UMB Staff Credit Cards	0151 0123	Harbor Freight Tools	\$ 122.11
UMB Staff Credit Cards	0151 0123	Top Shelf Custom Embroide-Town Signs for PW	\$ 439.44
UMB Staff Credit Cards	0151 0123	Weld Co C&r Office-NWCWD Perm Water Easement Agreement 12 Pages	\$ 72.18

UMB Staff Credit Cards	0151 0123	Alliedhandd-Baby Changing Tables	\$ 552.08
UMB Staff Credit Cards	0151 0123	Cbi Online-New Hire for Public Works	\$ 5.00
UMB Staff Credit Cards	0151 0123	Cccma-CCCMA Membership (Lindsay)	\$ 180.00
UMB Staff Credit Cards	0151 0123	Sol De Jalisco-Comm Dev/Planning Lunch (Ayres)	\$ 73.73
UMB Staff Credit Cards	0151 0123	Vistaprint-New Business Cards	\$ 269.90
UMB Staff Credit Cards	0151 0123	Weld Co C&r Office-Proj 233	\$ 138.96
UMB Staff Credit Cards	0151 0123	Dougs Diner-Mayor/Management Lunch	\$ 49.05
UMB Staff Credit Cards	0151 0123	Online Job Ads Indeed-PD/PW hiring 50/50	\$ 211.56
UMB Staff Credit Cards	0151 0123	Harbor Freight Tools	\$ 94.97
UMB Staff Credit Cards	0151 0123	Windsor Ace Hdwe-Zip ties for hearts in the park	\$ 26.98
UMB Staff Credit Cards	0151 0123	Ezcaterjasons Deli-TC Mtg Meal 1.24.23	\$ 235.98
UMB Staff Credit Cards	0151 0123	Edx.Org-Training for web accessibility	\$ 99.00
UMB Staff Credit Cards	0151 0123	Rio Grande Mexican Res-Meeting with Chiefs	\$ 71.34
UMB Staff Credit Cards	0151 0123	Llrmi-Training class	\$ 150.00
UMB Staff Credit Cards	0151 0123	Government Finance Offic-Nancy GFOA Membership	\$ 160.00
UMB Staff Credit Cards	0151 0123	Weld Co C&r Office-Special Warranty Deed for Big Horn Reservoir for CR 19 & 74 intersection light	\$ 24.48
UMB Staff Credit Cards	0151 0123	Homedepot.Com-All 1 ticket to supply the 2 new employees trucks.	\$ 219.88
UMB Staff Credit Cards	0151 0123	Harbor Freight Tools	\$ 122.11
UMB Staff Credit Cards	0151 0123	Cccma-CCCMA Conference (Nick)	\$ 325.00
UMB Staff Credit Cards	0151 0123	The Summit Windsor Meriq-Management Team Building	\$ 81.22
UMB Staff Credit Cards	0151 0123	Rmada_center-ADA conference in Casper Wyoming	\$ 269.00
UMB Staff Credit Cards	0151 0123	The Home Depot 1515-South water storage tank ID#004 Maintenance, cleaning and disinfection	\$ 242.52
UMB Staff Credit Cards	0151 0123	Online Job Ads Indeed-PD job posting. Please take out of PD discretionary/Safety funds.	\$ 506.64
UMB Staff Credit Cards	0151 0123	Dollar Tree-Boxes for health and Wellness program	\$ 6.25
UMB Staff Credit Cards	0151 0123	Cmca-CDL BOOKLETS FOR OUR PRE-TRIPS	\$ 80.55
UMB Staff Credit Cards	0151 0123	Vistaprint-Tax Refund	\$ (20.13)
UMB Staff Credit Cards	0151 0123	Canva* I03661-24834801-Canva subscription	\$ 119.40
UMB Staff Credit Cards	0151 0123	Cancun Mexican Grill And-Mayor/Management Lunch	\$ 57.19
UMB Staff Credit Cards	0151 0123	Harbor Freight Tools	\$ 94.97
UMB Staff Credit Cards	0151 0123	The Home Depot #1544	\$ 602.36
UMB Staff Credit Cards	0151 0123	King Soopers #0104-Donuts for high school	\$ 24.17
UMB Staff Credit Cards	0151 0123	King Soopers #0032-Water, Dish Soap, Storage Bags for Kitchen	\$ 47.13
UMB Staff Credit Cards	0151 0123	Llrmi-Training class	\$ 175.00
UMB Staff Credit Cards	0151 0123	Cbi Online-PW new hire background	\$ 5.00
UMB Staff Credit Cards	0151 0123	The Home Depot #1544-South water storage tank ID#004 Maintenance, cleaning and disinfection	\$ 143.46
UMB Staff Credit Cards	0151 0123	Homedepot.Com	\$ 68.76
UMB Staff Credit Cards	0151 0123	Homedepot.Com-Supplies for the 2 new employee trucks	\$ 89.91
UMB Staff Credit Cards	0151 0123	The Summit Windsor-Dept Head Team Bldg 1.20.23	\$ 183.16
UMB Staff Credit Cards	0151 0123	The Summit Windsor-Dept Head Team Bldg 1.20.23	\$ 39.36
UMB Staff Credit Cards	0151 0123	Otc Brands Inc-Hearts in the park prizes	\$ 104.75
UMB Staff Credit Cards	0151 0123	Colorado Municipal Leagu-CML Legislative Work Session for Mayor Fries	\$ 220.00
UMB Staff Credit Cards	0151 0123	Wal-Mart #4599-New T.V. for P.W. / Old one went out.	\$ 487.00
UMB Staff Credit Cards	0151 0123	Shutterfly, Inc.-Canvas for the board room. I am working with them to refund the tax, they didn't have the option at checkout.	\$ 121.40
University Auto Parts, Inc.	332247	Kubota #551 supplies	\$ 21.48
University Auto Parts, Inc.	329555	Washer fluid	\$ 193.99
University Auto Parts, Inc.	329599	Rags & miniature bulbs	\$ 114.27
University Auto Parts, Inc.	328794	Battery & diesel exhaust fluid	\$ 306.93
University Auto Parts, Inc.	330971	Hitch parts	\$ 100.99
University Auto Parts, Inc.	331421	Water supplies	\$ 133.29
UNUM Life Insurance Co America	1.2023	Monthly Disability Insurance	\$ 3,509.12
Upper Case Printing Ink	83	Utility Postcards	\$ 672.00
Upper Case Printing Ink	122	Survey printed & mailed	\$ 413.61
Utility Notification Center	223011264	RTL Transmissions	\$ 127.71
Utility Refunds	3008.03	3008.03 - 1410 Red Fox Circle	\$ 83.81
Utility Refunds	5835.01	5835.01 - 469 3rd Street	\$ 12.23
Utility Refunds	5797.01	5797.01 - 808 Elias Tarn Drive	\$ 2.84
Utility Refunds	5786.01	5786.01 - 806 Elias Tarn Drive	\$ 5.47

Utility Refunds	3222.04	3222.04 - 868 Cliffrose Way	\$ 125.23
Utility Refunds	5844.01	5844.01- 1227 Argali Drive	\$ 9.25
Utility Refunds	5838.01	5838.01 - 1200 Argali Drive	\$ 9.08
Utility Refunds	5794.01	5794.01 - 1225 Lily Mountain Road	\$ 68.06
Utility Refunds	5841.01	5841.01 - 935 Barashinga Street	\$ 17.52
Utility Refunds	5846.01	5846.01 - 1315 Copeland Falls Road	\$ 33.52
Utility Refunds	5862.01	5862.01 - 1247 Wild basin Road	\$ 27.25
Utility Refunds	5845.01	5845.01 - 1229 Argali Drive	\$ 27.79
Utility Refunds	5847.01	5847.01 - 1310 Copeland Falls Road	\$ 33.52
Utility Refunds	4668.02	4668.02 - 1540 Water Vista Lane	\$ 5.49
Utility Refunds	3555.02	3555.02 - 1806 Avery Plaza Street	\$ 36.03
Utility Refunds	4736.03	4736.03 - 1285 Baker Pass Street	\$ 99.03
Utility Refunds	3929.02	3929.02 - 531 2nd Street	\$ 50.20
Valley Fire Extinguisher Inc.	154546	Fire extinguisher maintenance & inspection, recharges	\$ 123.27
Valley Fire Extinguisher Inc.	154273	Fire extinguisher maintenance & inspection, recharges	\$ 562.00
Verizon Wireless	9926688253	Cell Phone Service - PD	\$ 1,600.40
Verizon Wireless	9925653393	Cell Phone Service - TH & PW	\$ 1,160.60
Waste Management of Colorado, Inc	5008222-2534-7	Roll Off Trash Service	\$ 573.73
Waste Management of Colorado, Inc	5002844-2534-4	Trash Service - PW	\$ 133.60
Weld County Treasurer	R8976673	Parcel# 080711257028	\$ 6.64
Weld County Treasurer	R8976911	Parcel# 080702400003	\$ 5.86
Weld County Treasurer	R8976880	Parcel# 080711274022	\$ 6.64
Weld County Treasurer	R8977188	Parcel# 080711156009	\$ 6.64
Weld County Treasurer	R8977186	Parcel# 080711204039	\$ 6.68
Weld County Treasurer	R8976645	Parcel# 080711174023	\$ 6.64
Weld County Treasurer	R8976672	Parcel# 080711257027	\$ 6.64
WEX BANK	87036629	Offsite Fuel	\$ 2,816.55
Wickham Tractor Co.	WD14315	Kubota #551 - service & warranty	\$ 662.55
Windsor Ace Hardware	164722/4	Shelving for inventory parts	\$ 29.93
Windsor Ace Hardware	164931/4	Town Hall entry way lights	\$ 26.98
Windsor Ace Hardware	164583/4	Supplies	\$ 50.37
Xcel Energy	814127666	300954583 - 20/15 2-6-67 Sewage Plant	\$ 3,495.15
Xcel Energy	814127666	301274394 - 209 1st St Bldg Fire	\$ 412.88
Xcel Energy	814127666	304920983 - 100 Waterfall Way	\$ 29.29
Xcel Energy	814127666	301872364 - 513 1/2 Broadview Dr	\$ 22.47
Xcel Energy	814127666	301894204 - 50 Timber Ridge Pkwy	\$ 78.51
Xcel Energy	814127666	301748145 - 410 Timber Ridge Pkwy Unit Spkl	\$ 12.41
Xcel Energy	814127666	302039930 - 1236 1/2 Baldrige Dr Unit Lift	\$ 307.71
Xcel Energy	814127666	300942323 - 10822 County Road 74 Bldg Stoc	\$ 11.63
Xcel Energy	814127666	300966458 - 211 1st St	\$ 202.88
Xcel Energy	814127666	304920986 - 101 Waterfall Way	\$ 135.03
Xcel Energy	814127666	301597386 - 400 Timber Ridge Pkwy Unit Spkl	\$ 12.54
Xcel Energy	814127666	304182684 - 231 W 4th Ave Unit Pump	\$ 170.09
Xcel Energy	814127666	301443761 - 1020 Mahogany Dr Unit Pump	\$ 918.90
Xcel Energy	814127666	304881524 - 145 3rd St	\$ 2,350.16
Xcel Energy	814127666	301456912 - 336 1st St	\$ 271.78
Xcel Energy	814127666	301709610 - 57/16 2-6-67 Pump	\$ 11.63
Xcel Energy	814127666	303987355 - 3 S Timber Ridge Pkwy	\$ 894.23
Xcel Energy	814317061	Street Lights	\$ 3,602.75
Xcel Energy	814127666	304683265 - 410 Immigrant Trail - Settlers Landing HOA	\$ 13.36
Grand Totals:			\$ 350,179.66



AGENDA ITEM SUMMARY

AGENDA ITEM	SUBMITTED BY	PRESENTED BY
Pg 21 - Resolution 2023-18R: A Resolution for the Town of Severance, Colorado, to appropriate transfers for Expenditure for the 2022 Capital Projects	Nancy Mueller, Finance Director	Nancy E. Mueller, CPA
ACTION REQUESTED		
Town Staff asks that the Town Council the resolution to appropriate fund transfers for 2022 capital projects: • Approve Resolution 2023-18R • Approve Resolution 2023-18R with Modifications • Take no action		<u>Resolution</u>
BRIEF SUMMARY		
Staff is requesting that the Town Council review the proposed courses of action and discuss the following items: • Appropriation of Fund Transfers for Expenditure for 2022 Appropriated Capital Improvement Projects • Modify Funding Source and Transfer for Expenditure for Transportation Rehab Program This is for funding that was already appropriated through the 2022 Capital Improvement Program and Budget Amendments. The resolution provides additional transparency and clarification on the transfers between funds for project accounting.		
PUBLIC SUPPORT/CONCERN		
None at this time.		
ANALYSIS AND RECOMMENDATION		
Town Staff recommends the Council approve Resolution 2023-18R to follow State budget guidelines to approve fund transfers that were part of the 2022 Capital Improvement Projects.		
MATERIALS SUBMITTED		
The following materials were submitted and included in this packet: 1. 2023-18R Budget Transfers for 2022 Capital Projects		

**TOWN OF SEVERANCE
RESOLUTION NO. 2023-18R**

**A RESOLUTION FOR THE TOWN OF SEVERANCE, COLORADO, TO APPROPRIATE
TRANSFERS FOR EXPENDITURE FOR THE 2022 CAPITAL PROJECTS**

WHEREAS, the Town had adopted the 2022 Budget for Operations and Capital Improvement Projects; and

WHEREAS, the Town would like to appropriate the transfers between funds for project accounting; and

WHEREAS, the Town would like to appropriate the transfer for expenditure in the recipient funds; and

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

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

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

Section 1.

Appropriations For Transfer Out:

CAPITAL PROJECTS		
BUDGET TRANSFERS OUT TO OTHER FUNDS		
GENERAL FUND (INCLUDING GRANT FUNDING)	10-91-9011	2,422,077
CONSERVATION TRUST FUND	11-90-9010	25,240
PARKS FUND	13-90-9010	471,176
WATER FUND	51-90-9010	66,573
WASTEWATER FUND	52-90-9010	360
TOTAL TRANSFERS OUT		2,985,426

TOTAL FUNDS TO BE TRANSFERRED:

\$2,985,426

Section 2.

Appropriations For Transfer In And Expenditure:

CAPITAL PROJECTS		
BUDGET TRANSFERS IN FROM OTHER FUNDS		
TRANSPORTATION FUND	12-39-1000	600,000
STORMWATER FUND	53-39-1000	248,082
CAPITAL PROJECTS FUND	75-39-1000	2,137,344
TOTAL TRANSFERS IN		2,985,426

TOTAL FUNDS TO BE TRANSFERRED IN AND EXPENSED: \$2,985,426

PASSED AND ADOPTED, the 28th day of March 2023.

TOWN OF SEVERANCE

Matthew Fries, Mayor

ATTEST:

Leah Vanarsdall, Town Clerk

Financial Statement Review

Nancy E. Mueller, CPA
February 20, 2023



January 2023 Interim Financial Statements

The January 2023 Town of Severance Interim Financial Statements have been reviewed and can be published as part of the March 28, 2023, Council Consent Agenda.


Nancy E. Mueller, CPA
Finance Director

TOWN OF SEVERANCE
COMBINED CASH INVESTMENT
JANUARY 31, 2023

COMBINED CASH ACCOUNTS

01-100700	CASH ON HAND	762
01-101000	BANK OF CO- CHECKING ***1469	1,376,383
01-101500	BANK OF CO CREDIT CARD ***1481	5,585
01-102100	COLOTRUST	14,552,207
01-102180	UMB SAFEKEEPING	35,343,893
01-106000	XPRESS DEPOSIT ACCOUNT	52,368
TOTAL COMBINED CASH		51,331,198
01-100000	CASH ALLOCATED TO OTHER FUNDS	(51,331,198)

TOTAL UNALLOCATED CASH

CASH ALLOCATION RECONCILIATION

10	ALLOCATION TO GENERAL FUND	17,208,795
11	ALLOCATION TO CONSERVATION TRUST FUND	133,090
12	ALLOCATION TO TRANSPORTATION FUND	3,820,664
13	ALLOCATION TO PARKS FUND	167,359
14	ALLOCATION TO PUBLIC FACILITIES FUND	1,159,958
15	ALLOCATION TO PUBLIC SAFETY FUND	243,979
41	ALLOCATION TO FLEET FUND	390,927
51	ALLOCATION TO WATER FUND	15,264,836
52	ALLOCATION TO WASTEWATER FUND	11,648,011
53	ALLOCATION TO STORMWATER FUND	1,338,933
75	ALLOCATION TO CAPITAL PROJECTS	(45,354)
TOTAL ALLOCATIONS TO OTHER FUNDS		51,331,198
ALLOCATION FROM COMBINED CASH FUND - 01-100000		(51,331,198)

ZERO PROOF IF ALLOCATIONS BALANCE

TOWN OF SEVERANCE

BALANCE SHEET

JANUARY 31, 2023

GENERAL FUND

ASSETS

10-100000	CASH - COMBINED FUND	17,208,795	
10-105000	TAXES RECEIVABLE	1,866,521	
10-105300	CASH W/ WELD COUNTY TREASURER	41,239	
10-115000	ACCOUNTS RECEIVABLE	10,863	
10-115010	FUEL INVENTORY	2,423	
10-115100	OTHER ACCOUNTS RECEIVABLE	2,193	
10-115200	GRANT RECEIVABLE	437,080	
10-115300	CONTRACT RECEIVABLE	460	
10-120000	DEVELOPER RECEIVABLES	1,986	
10-131000	DUE FROM OTHER GOVERNMENTS	192,319	
10-131500	ADVANCE TO STORMWATER FUND	40,000	
	TOTAL ASSETS		19,803,879

LIABILITIES AND EQUITYLIABILITIES

10-202000	ACCOUNTS PAYABLE	134,978	
10-203000	CUSTOMER DEPOSITS-DEVELOPERS	46,884	
10-203500	CUSTOMER DEPOSITS-RENTALS	1,475	
10-211100	FICA/MEDICARE TAX PAYABLE	3	
10-211400	COLORADO UNEMPLOYMENT PAYABLE	389	
10-211800	DEFERRED PROPERTY TAXES	1,866,521	
10-222000	DEFERRED REVENUE	1,632,725	
10-223000	DEFERRED INFLOWS OF RESOURCES	9,608	
	TOTAL LIABILITIES		3,692,583

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
10-290000	FUND BALANCE	16,184,985	
	REVENUE OVER EXPENDITURES - YTD	(73,689)	
	BALANCE - CURRENT DATE	16,111,296	
	TOTAL FUND EQUITY		16,111,296
	TOTAL LIABILITIES AND EQUITY		19,803,879

TOWN OF SEVERANCE
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2023

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
REVENUE						
	<u>TAXES</u>					
10-31-1000	GENERAL PROPERTY TAX	15,567	15,567	1,864,462	1,848,895	.8
10-31-3000	SALES TAX			1,680,000	1,680,000	.0
10-31-4000	USE TAX BUILDING MATERIALS	77,736	77,736	990,236	912,500	7.9
10-31-8100	SEVERANCE TAX (OIL & GAS)			10,000	10,000	.0
10-31-8200	FRANCHISE	32,029	32,029	225,000	192,971	14.2
10-31-9000	INTEREST / DELINQUENT TAX			1,500	1,500	.0
	TOTAL TAXES	125,332	125,332	4,771,198	4,645,866	2.6
	<u>LICENSES & PERMITS</u>					
10-32-1000	BUS.LICENSE			2,000	2,000	.0
10-32-1100	LIQUOR LICENSE	100	100	400	300	25.0
10-32-2000	HOME BASED BUSINESS FEES			1,000	1,000	.0
10-32-2100	BUILDING PERMIT & LICENSE	43,944	43,944	450,000	406,056	9.8
10-32-2600	ANIMAL LICENSES	15	15	1,000	985	1.5
10-32-3100	ADMIN. SERVICE DEVELOPMENT FEE	3,600	3,600	48,900	45,300	7.4
10-32-3400	ADMINISTRATION FEES	14,817	14,817	150,000	135,183	9.9
10-32-4100	ROW/HUNT/SIGN/DEVELOP. PERMITS	1,750	1,750	7,500	5,750	23.3
10-32-4150	SOLICITOR LICENSES			5,000	5,000	.0
	TOTAL LICENSES & PERMITS	64,226	64,226	665,800	601,574	9.7
	<u>INTERGOVERNMENTAL</u>					
10-33-5000	HIGHWAY USERS			289,582	289,582	.0
10-33-5050	MINERAL LEASE			50,000	50,000	.0
10-33-5100	MOTOR VEHICLE FEES	3,920	3,920	45,000	41,080	8.7
10-33-5200	COUNTY ROAD & BRIDGE	15,417	15,417	70,000	54,583	22.0
10-33-5300	SPECIFIC OWNERSHIP TAX	6,490	6,490	100,000	93,510	6.5
10-33-5600	CIGARETTE TAX			3,000	3,000	.0
10-33-6000	SHARED REVENUE WINDSOR			150,000	150,000	.0
	TOTAL INTERGOVERNMENTAL	25,828	25,828	707,582	681,754	3.7
	<u>CHARGES FOR SERVICES</u>					
10-34-1100	COURT COSTS	120	120	2,500	2,380	4.8
10-34-1200	POLICE REVENUE			96,000	96,000	.0
10-34-1400	MAPS, PLANS, COPIES	19	19	2,000	1,981	.9
	TOTAL CHARGES FOR SERVICES	139	139	100,500	100,361	.1

TOWN OF SEVERANCE
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>FINES & FORFEITS</u>					
10-35-1000 MUNICIPAL COURT FINES	1,520	1,520	60,000	58,480	2.5
10-35-1100 SURCHARGE	120	120	2,500	2,380	4.8
10-35-1300 RESTITUTION - TOWN	10,650	10,650		(10,650)	.0
TOTAL FINES & FORFEITS	12,290	12,290	62,500	50,210	19.7
<u>MISCELLANEOUS</u>					
10-36-1000 RETURN CHECK CHARGES	180	180	2,500	2,320	7.2
10-36-1500 INSURANCE CLAIM PAYMENTS			2,500	2,500	.0
10-36-1600 SPECIAL ASSESSMENTS	306	306	766	460	40.0
10-36-2000 OTHER MISCELLANEOUS REVENUE	161	161	5,000	4,839	3.2
10-36-3000 RENT	3,430	3,430	41,500	38,070	8.3
10-36-3500 INTEREST AND DIVIDENDS	32,843	32,843	225,000	192,157	14.6
10-36-3550 CHANGE IN MARKET VALUE	76,512	76,512		(76,512)	.0
10-36-4500 MATERIALS AND LABOR			10,000	10,000	.0
10-36-5000 SPECIAL EVENT REVENUE			60,000	60,000	.0
10-36-8050 OIL AND GAS ROYALTIES	884	884	10,000	9,116	8.8
TOTAL MISCELLANEOUS	114,316	114,316	357,266	242,950	32.0
TOTAL FUND REVENUE	342,130	342,130	6,664,846	6,322,716	5.1

TOWN OF SEVERANCE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
EXPENDITURES					
<u>LEGISLATIVE</u>					
10-41-1100 REGULAR STAFF WAGES	3,579	3,579	91,753	88,174	3.9
10-41-1104 RETIREMENT 457	106	106	2,752	2,646	3.9
10-41-1105 BOARD OF TRUSTEE FEES	550	550	13,000	12,450	4.2
10-41-1130 FICA/MEDICARE	304	304	7,020	6,716	4.3
10-41-1140 WORKERS COMPENSATION	449	449	2,500	2,051	18.0
10-41-1150 UNEMPLOYMENT	7	7	275	268	2.6
10-41-1160 HEALTH INSURANCE	1,451	1,451	18,714	17,263	7.8
10-41-1161 DISABILITY INSURANCE	150	150	1,843	1,693	8.2
10-41-2100 LEGAL FEES	6,587	6,587	130,000	123,413	5.1
10-41-3150 TELEPHONE	85	85	1,200	1,115	7.1
10-41-3180 MILEAGE			500	500	.0
10-41-3210 INSURANCE AND BONDS	1,722	1,722	5,288	3,566	32.6
10-41-3330 PUBLISHING/RECORDING	236	236	1,000	764	23.6
10-41-3350 ORDINANCE CODIFICATION	3,043	3,043	4,000	957	76.1
10-41-3810 DUES/MEMBERSHIPS/SUBSCRIPTIONS	3,432	3,432	5,100	1,668	67.3
10-41-3820 CONTINUING EDUCATION	220	220	9,250	9,030	2.4
10-41-3825 MEETING/MEALS	389	389	10,000	9,611	3.9
10-41-3990 MISCELLANEOUS	31	31	500	469	6.2
10-41-4010 CORA REQUESTS	371	371	(	371)	.0
10-41-4320 COMPUTER REPLACE./AUDIO VISUAL	1,303	1,303	6,000	4,698	21.7
10-41-4330 COMPUTER SUPPORT AND MAINT	9,945	9,945	38,825	28,880	25.6
10-41-4810 UNIFORMS			2,275	2,275	.0
10-41-4990 SUPPLIES	391	391	1,000	609	39.1
10-41-5550 LAND USE ADVISORY COMMITTEE	2,329	2,329	(	2,329)	.0
10-41-5555 IHOP GRANT	2,173	2,173	(	2,173)	.0
10-41-5560 TREE BOARD			2,000	2,000	.0
10-41-7000 CAPITAL OUTLAY			15,000	15,000	.0
10-41-8200 ALLOCATION TO WATER FUND	(2,984)	(2,984)	(31,250)	(28,266)	(9.6)
10-41-8300 ALLOCATION TO WASTEWATER FUND	(2,852)	(2,852)	(29,871)	(27,019)	(9.6)
10-41-8400 ALLOCATION TO STORMWATER FUND	(1,009)	(1,009)	(10,570)	(9,561)	(9.6)
TOTAL LEGISLATIVE	32,008	32,008	298,104	266,096	10.7
<u>ELECTIONS</u>					
10-42-3310 WELD CO COORDINATED ELECTION			12,000	12,000	.0
TOTAL ELECTIONS			12,000	12,000	.0

TOWN OF SEVERANCE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>JUDICIAL</u>					
10-43-1100 REGULAR STAFF WAGES	1,814	1,814	47,176	45,362	3.9
10-43-1104 RETIREMENT 457	54	54	1,415	1,361	3.9
10-43-1130 FICA/MEDICARE	127	127	3,609	3,482	3.5
10-43-1140 WORKERS COMPENSATION	269	269	1,500	1,231	18.0
10-43-1150 UNEMPLOYMENT	4	4	141	137	2.6
10-43-1160 HEALTH INSURANCE	959	959	12,952	11,993	7.4
10-43-1161 DISABILITY INSURANCE	80	80	978	898	8.1
10-43-2100 LEGAL FEES			13,000	13,000	.0
10-43-2110 MUNICIPAL JUDGE	600	600	8,000	7,400	7.5
10-43-3150 TELEPHONE	21	21	250	229	8.3
10-43-3210 INSURANCE AND BONDS	1,033	1,033	3,173	2,140	32.6
10-43-3820 EDUCATION			250	250	.0
10-43-3830 TRANSLATOR/JUROR FEES	90	90	1,500	1,410	6.0
10-43-4310 COURT SUPPLIES			600	600	.0
10-43-4810 UNIFORMS			150	150	.0
TOTAL JUDICIAL	5,052	5,052	94,694	89,642	5.3

TOWN OF SEVERANCE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
10-44-1100 REGULAR STAFF WAGES	7,796	7,796	273,660	265,864	2.9
10-44-1104 RETIREMENT	277	277	9,485	9,208	2.9
10-44-1130 FICA/MEDICARE	562	562	20,935	20,373	2.7
10-44-1140 WORKERS COMPENSATION	1,239	1,239	6,900	5,661	18.0
10-44-1150 UNEMPLOYMENT	16	16	821	805	1.9
10-44-1160 HEALTH & LIFE INSURANCE	2,947	2,947	54,717	51,770	5.4
10-44-1161 DISABILITY INSURANCE	270	270	4,981	4,711	5.4
10-44-2150 HR SERVICES	4,495	4,495	45,000	40,505	10.0
10-44-3110 UTILITIES	1,057	1,057	18,000	16,943	5.9
10-44-3150 TELEPHONE	349	349	5,000	4,651	7.0
10-44-3162 CC FEES	(11,696)	(11,696)		11,696	.0
10-44-3175 BUILDING REPAIRS & MAINTENANCE	1,742	1,742	20,000	18,258	8.7
10-44-3177 VEHICLE REPAIRS & MAINTENANCE			500	500	.0
10-44-3210 INSURANCE AND BONDS	5,102	5,102	14,596	9,494	35.0
10-44-3220 CIRSA DEDUCTIBLES			6,000	6,000	.0
10-44-3330 PUBLISHING			1,750	1,750	.0
10-44-3810 DUES/MEMBERSHIPS/SUBSCRIPTIONS	360	360	2,000	1,640	18.0
10-44-3820 CONTINUING EDUCATION	749	749	10,000	9,251	7.5
10-44-3825 MEALS/MISCELLANEOUS	377	377	3,000	2,623	12.6
10-44-3990 MISCELLANEOUS SERVICES/COPIER	323	323	4,500	4,177	7.2
10-44-3992 SPECIAL EVENT EXPENDITURE	245	245	165,000	164,755	.2
10-44-4000 ADVERTISING	718	718	1,750	1,032	41.0
10-44-4310 OFFICE SUPPLIES	347	347	6,000	5,653	5.8
10-44-4320 COMPUTER REPLACE./AUDIO VISUAL	1,927	1,927	10,000	8,073	19.3
10-44-4330 COMPUTER SUPPORT AND MAINT	4,086	4,086	35,550	31,464	11.5
10-44-4340 POSTAGE			6,000	6,000	.0
10-44-4390 OTHER OFFICE EXPENSE	70	70	3,000	2,930	2.3
10-44-4520 VEHICLE FUEL	96	96	5,000	4,904	1.9
10-44-4810 UNIFORMS			1,350	1,350	.0
10-44-4850 UNANTICIPATED EXP/CONTINGENCY			40,000	40,000	.0
10-44-4990 MISCELLANEOUS SUPPLIES	76	76	3,000	2,924	2.5
10-44-5570 CONSERVATION			10,000	10,000	.0
10-44-8000 LEASE PAYMENT			1,000	1,000	.0
10-44-8200 ALLOCATION TO WATER FUND	(3,079)	(3,079)	(68,449)	(65,370)	(4.5)
10-44-8300 ALLOCATION TO WASTEWATER FUND	(2,943)	(2,943)	(65,429)	(62,486)	(4.5)
10-44-8400 ALLOCATION TO STORMWATER FUND	(1,041)	(1,041)	(23,152)	(22,111)	(4.5)
TOTAL ADMINISTRATION	16,467	16,467	632,465	615,998	2.6

TOWN OF SEVERANCE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>FINANCE</u>					
10-45-1100 REGULAR STAFF WAGES	7,627	7,627	242,150	234,523	3.2
10-45-1102 OVERTIME			100	100	.0
10-45-1104 RETIREMENT 457	229	229	7,265	7,036	3.2
10-45-1130 FICA/MEDICARE	570	570	18,524	17,954	3.1
10-45-1140 WORKERS COMPENSATION	970	970	5,400	4,430	18.0
10-45-1150 UNEMPLOYMENT	15	15	727	712	2.1
10-45-1160 HEALTH & LIFE INSURANCE	2,387	2,387	49,642	47,255	4.8
10-45-1161 DISABILITY INSURANCE	284	284	4,752	4,468	6.0
10-45-2200 AUDIT & ACCOUNTING FEES			25,000	25,000	.0
10-45-3150 TELEPHONE	60	60	800	740	7.5
10-45-3210 INSURANCE AND BONDS	3,719	3,719	11,423	7,704	32.6
10-45-3315 WELD COUNTY TREASURER FEE	156	156	21,000	20,844	.7
10-45-3340 BANK CHARGES	10	10	1,000	990	1.0
10-45-3810 DUES/MEMBERSHIPS/SUBSCRIPTIONS			1,000	1,000	.0
10-45-3820 CONTINUING EDUCATION	160	160	5,700	5,540	2.8
10-45-3825 MEALS/MISCELLANEOUS			500	500	.0
10-45-4310 OFFICE SUPPLIES	30	30	1,500	1,470	2.0
10-45-4320 COMPUTER REPLACE./AUDIO VISUAL			9,000	9,000	.0
10-45-4810 UNIFORMS	147	147	850	703	17.3
10-45-7000 CAPITAL OUTLAY			50,000	50,000	.0
10-45-8200 ALLOCATION TO WATER FUND	(1,427)	(1,427)	(34,983)	(33,556)	(4.1)
10-45-8300 ALLOCATION TO WASTEWATER FUND	(1,364)	(1,364)	(33,439)	(32,075)	(4.1)
10-45-8400 ALLOCATION TO STORMWATER FUND	(483)	(483)	(11,832)	(11,349)	(4.1)
TOTAL FINANCE	13,090	13,090	376,079	362,989	3.5

TOWN OF SEVERANCE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC SAFETY</u>					
10-51-1100 REGULAR STAFF WAGES	39,833	39,833	1,159,439	1,119,606	3.4
10-51-1102 OVERTIME	1,694	1,694	32,000	30,306	5.3
10-51-1104 RETIREMENT	130	130	5,024	4,894	2.6
10-51-1107 CONTRACTED SECURITY SERVICES			15,000	15,000	.0
10-51-1130 FICA/MEDICARE	821	821	27,194	26,373	3.0
10-51-1140 WORKERS COMPENSATION	5,029	5,029	28,000	22,971	18.0
10-51-1150 UNEMPLOYMENT	83	83	3,478	3,395	2.4
10-51-1155 POLICE PENSION	2,395	2,395	94,237	91,842	2.5
10-51-1160 HEALTH INSURANCE	14,419	14,419	254,411	239,992	5.7
10-51-1161 DISABILITY INSURANCE	2,061	2,061	23,797	21,736	8.7
10-51-2300 MEDICAL	383	383	1,800	1,417	21.3
10-51-2310 PSYCHOLOGICAL	140	140	2,000	1,860	7.0
10-51-2990 OTHER PROFESSIONAL FEES	2,366	2,366	15,650	13,284	15.1
10-51-3110 UTILITIES	710	710	6,000	5,290	11.8
10-51-3150 TELEPHONE/PAGERS	1,600	1,600	20,000	18,400	8.0
10-51-3175 BUILDING REPAIRS & MAINTENANCE	259	259	7,000	6,741	3.7
10-51-3177 VEHICLE REPAIRS & MAINTENANCE	1,557	1,557	20,000	18,443	7.8
10-51-3180 MILEAGE			100	100	.0
10-51-3210 INSURANCE AND BONDS	19,282	19,282	59,231	39,949	32.6
10-51-3320 PRINTING/FORMS	142	142	5,000	4,858	2.8
10-51-3610 DISPATCH COMMUNICATIONS	41,783	41,783	42,000	217	99.5
10-51-3630 MENTAL HEALTH CO-RESP. PROGRAM			15,000	15,000	.0
10-51-3640 DRUG TASK FORCE			1,000	1,000	.0
10-51-3650 DOG TAGS/IMPOUND FEES			1,000	1,000	.0
10-51-3740 RADIO MAINTENANCE			1,500	1,500	.0
10-51-3810 DUES/MEMBERSHIPS/SUBSCRIPTIONS	325	325	2,000	1,675	16.3
10-51-3820 CONTINUING EDUCATION & TRAIN	725	725	13,000	12,275	5.6
10-51-3825 MEALS/MISCELLANEOUS	71	71	1,000	929	7.1
10-51-3850 LAB TESTING FEES			1,000	1,000	.0
10-51-3990 MISCELLANEOUS SERVICES			2,000	2,000	.0
10-51-4300 OFFICE FURNITURE			1,000	1,000	.0
10-51-4310 OFFICE SUPPLIES	159	159	3,000	2,841	5.3
10-51-4330 COMPUTER SUPPORT AND MAINT	14,611	14,611	43,850	29,240	33.3
10-51-4340 POSTAGE			100	100	.0
10-51-4520 VEHICLE FUEL	1,829	1,829	35,000	33,171	5.2
10-51-4530 VEHICLE & EQUIP AMORTIZATION			17,700	17,700	.0
10-51-4720 EQUIPMENT FOR PATROL			3,000	3,000	.0
10-51-4730 EQUIPMENT FOR TRAINING			3,500	3,500	.0
10-51-4740 EQUIPMENT FOR INVEST./EVIDENCE			2,000	2,000	.0
10-51-4810 UNIFORMS	3,759	3,759	20,000	16,241	18.8
10-51-4850 UNANTICIPATED EXP/CONTINGENCY			20,000	20,000	.0
10-51-4990 MISCELLANEOUS SUPPLIES	129	129	7,000	6,871	1.8
10-51-7550 VEHICLES	1,475	1,475		(1,475)	.0
TOTAL PUBLIC SAFETY	157,771	157,771	2,015,011	1,857,240	7.8

TOWN OF SEVERANCE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>STREETS / MAINTENANCE</u>					
10-61-1100 REGULAR STAFF WAGES	4,349	4,349	137,196	132,847	3.2
10-61-1101 PART-TIME STAFF WAGES			30,000	30,000	.0
10-61-1102 OVERTIME	721	721	2,000	1,279	36.0
10-61-1104 RETIREMENT	143	143	4,116	3,973	3.5
10-61-1130 FICA/MEDICARE	355	355	12,026	11,671	3.0
10-61-1140 WORKERS COMPENSATION	826	826	4,600	3,774	18.0
10-61-1150 UNEMPLOYMENT	10	10	411	401	2.5
10-61-1160 HEALTH & LIFE INSURANCE	2,533	2,533	39,656	37,123	6.4
10-61-1161 DISABILITY INSURANCE	184	184	3,035	2,851	6.1
10-61-2400 ENGINEERING			65,000	65,000	.0
10-61-2990 OTHER PROFESSIONAL FEES			1,000	1,000	.0
10-61-3150 TELEPHONE	147	147	1,500	1,353	9.8
10-61-3161 STREET LIGHTING	6,796	6,796	80,000	73,204	8.5
10-61-3172 REPAIRS & MAINTENANCE - STREET			125,000	125,000	.0
10-61-3173 REPAIRS & MAINTENANCE - EQUIPM	2,454	2,454	7,610	5,156	32.2
10-61-3175 BUILDING REPAIRS & MAINTENANCE	141	141	1,500	1,359	9.4
10-61-3177 VEHICLE REPAIRS & MAINTENANCE	2,302	2,302	4,800	2,498	48.0
10-61-3210 INSURANCE AND BONDS	3,168	3,168	9,731	6,563	32.6
10-61-3810 DUES/MEMBERSHIPS/SUBSCRIPTIONS			500	500	.0
10-61-3820 CONTINUING EDUCATION			1,375	1,375	.0
10-61-3825 MEAL, MEETING, TRAVEL EXPENSE			250	250	.0
10-61-3990 MISCELLANEOUS SERVICES			2,500	2,500	.0
10-61-4311 STREET SUPPLIES	998	998	5,000	4,002	20.0
10-61-4330 COMPUTER SUPPORT & MAINTENANCE	1,803	1,803	11,130	9,327	16.2
10-61-4520 VEHICLE FUEL	1,483	1,483	11,000	9,517	13.5
10-61-4810 UNIFORMS			825	825	.0
10-61-4850 UNANTICIPATED EXP/CONTINGENCY			10,000	10,000	.0
10-61-4990 MISCELLANEOUS SUPPLIES	2,035	2,035	5,000	2,965	40.7
10-61-5000 STREET SIGNS	640	640	15,000	14,360	4.3
10-61-7000 CAPITAL OUTLAY			41,900	41,900	.0
TOTAL STREETS / MAINTENANCE	31,089	31,089	633,661	602,572	4.9
<u>SNOW</u>					
10-63-1102 OVERTIME			12,000	12,000	.0
10-63-1104 RETIREMENT			360	360	.0
10-63-1130 FICA/MEDICARE			918	918	.0
10-63-1150 UNEMPLOYMENT			36	36	.0
10-63-3173 REPAIRS & MAINTENANCE - EQUIPM	1,156	1,156	3,000	1,844	38.5
10-63-3825 MEALS/MISCELLANEOUS			250	250	.0
10-63-4110 SUPPLIES	28,099	28,099	50,000	21,901	56.2
TOTAL SNOW	29,255	29,255	66,564	37,309	44.0

TOWN OF SEVERANCE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC WORKS OVERHEAD</u>					
10-64-3110 UTILITIES	3,138	3,138	20,000	16,862	15.7
10-64-3150 TELEPHONES & INTERNET			800	800	.0
10-64-3175 BUILDING REPAIRS & MAINTENANCE	1,809	1,809	15,000	13,191	12.1
10-64-3690 MOSQUITO CONTROL			30,000	30,000	.0
10-64-3820 CONTINUING EDUCATION	269	269		(269)	.0
10-64-3825 MEALS, MEETINGS AND TRAVEL			600	600	.0
10-64-3990 MISCELLANEOUS SERVICES	114	114	2,000	1,886	5.7
10-64-4310 OFFICE SUPPLIES	656	656	1,000	344	65.6
10-64-4520 VEHICLE FUEL			1,200	1,200	.0
10-64-4990 MISC SUPPLIES	248	248	4,000	3,752	6.2
10-64-5001 TORNADO SIRENS			2,500	2,500	.0
10-64-7000 CAPITAL OUTLAY	16,886	16,886	47,500	30,614	35.6
TOTAL PUBLIC WORKS OVERHEAD	23,121	23,121	124,600	101,479	18.6
<u>PARKS / GREEN SPACE</u>					
10-65-1100 REGULAR STAFF WAGES	3,968	3,968	177,237	173,269	2.2
10-65-1101 PART-TIME STAFF WAGES			30,000	30,000	.0
10-65-1102 OVERTIME	721	721	2,000	1,279	36.0
10-65-1104 RETIREMENT	131	131	5,317	5,186	2.5
10-65-1130 FICA/MEDICARE	328	328	15,853	15,525	2.1
10-65-1140 WORKERS COMPENSATION	1,150	1,150	6,400	5,250	18.0
10-65-1150 UNEMPLOYMENT	9	9	532	523	1.8
10-65-1160 HEALTH & LIFE INSURANCE	2,384	2,384	49,434	47,050	4.8
10-65-1161 DISABILITY INSURANCE	170	170	4,015	3,845	4.2
10-65-3110 UTILITIES	1,684	1,684	21,000	19,316	8.0
10-65-3150 TELEPHONE/PAGERS	210	210	2,000	1,790	10.5
10-65-3171 VANDALISM			8,000	8,000	.0
10-65-3172 TREE & LANDSCAPE MAINTENANCE			4,000	4,000	.0
10-65-3173 REPAIRS & MAINTENANCE - EQUIPM	1,563	1,563	10,660	9,097	14.7
10-65-3175 BUILDING REPAIRS & MAINTENANCE	141	141	1,200	1,059	11.8
10-65-3176 GROUNDS MAINTENANCE			14,000	14,000	.0
10-65-3177 VEHICLE REPAIRS & MAINTENANCE	2,302	2,302	4,700	2,398	49.0
10-65-3210 INSURANCE AND BONDS	4,407	4,407	13,538	9,131	32.6
10-65-3820 CONTINUING EDUCATION			1,375	1,375	.0
10-65-3990 SERVICES	1,500	1,500	2,500	1,000	60.0
10-65-4330 COMPUTER SUPPORT & MAINTENANCE	1,803	1,803	11,125	9,322	16.2
10-65-4520 VEHICLE FUEL	1,446	1,446	9,000	7,554	16.1
10-65-4810 UNIFORMS			825	825	.0
10-65-4850 UNANTICIPATED EXP/CONTIGENCY			10,000	10,000	.0
10-65-4990 SUPPLIES	520	520	8,000	7,480	6.5
10-65-6000 TREE CITY USA	94	94	21,200	21,106	.4
10-65-7000 CAPITAL OUTLAY			18,100	18,100	.0
TOTAL PARKS / GREEN SPACE	24,533	24,533	452,011	427,478	5.4

TOWN OF SEVERANCE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>COMMUNITY DEVELOPMENT</u>					
10-70-1100 REGULAR STAFF WAGES	10,118	10,118	300,723	290,605	3.4
10-70-1104 RETIREMENT	347	347	11,097	10,750	3.1
10-70-1130 FICA/MEDICARE	767	767	25,048	24,281	3.1
10-70-1140 WORKERS COMPENSATION	1,275	1,275	7,100	5,825	18.0
10-70-1150 UNEMPLOYMENT	20	20	982	962	2.1
10-70-1160 HEALTH & LIFE INSURANCE	2,529	2,529	50,041	47,512	5.1
10-70-1161 DISABILITY INSURANCE	332	332	5,821	5,489	5.7
10-70-2400 ENGINEERING	5,707	5,707	60,000	54,293	9.5
10-70-2600 PLANNING SERVICES	990	990	40,000	39,011	2.5
10-70-2980 BUILDING INSPECTIONS & LICENSE	28,657	28,657	300,000	271,343	9.6
10-70-2990 OTHER PROFESSIONAL FEES			2,500	2,500	.0
10-70-3110 UTILITIES	71	71	1,000	929	7.1
10-70-3150 TELEPHONE	86	86	2,500	2,414	3.5
10-70-3173 REPAIRS & MAINTENANCE - EQUIPM			500	500	.0
10-70-3210 INSURANCE AND BONDS	4,889	4,889	15,019	10,130	32.6
10-70-3330 PUBLISHING/COMMUNICATIONS			2,000	2,000	.0
10-70-3810 DUES & MEMBERSHIPS			4,500	4,500	.0
10-70-3820 CONTINUING EDUCATION			2,000	2,000	.0
10-70-3825 MEALS/MISCELLANEOUS/TRAVEL			200	200	.0
10-70-4099 DEVELOPER EXP.TO BE REIMBURSED	17,456	17,456	(	17,456)	.0
10-70-4310 OFFICE SUPPLIES	105	105	1,000	895	10.5
10-70-4520 VEHICLE FUEL	43	43	3,500	3,457	1.2
10-70-4810 UNIFORMS			750	750	.0
10-70-4987 ECONOMIC DEVELOPMENT	43	43	25,000	24,957	.2
10-70-4989 TRAIL DEVELOPMENT	10,000	10,000	15,000	5,000	66.7
TOTAL COMMUNITY DEVELOPMENT	83,436	83,436	876,281	792,845	9.5
TOTAL FUND EXPENDITURES	415,820	415,820	5,581,470	5,165,650	7.5
NET REVENUE OVER EXPENDITURES	(73,689)	(73,689)	1,083,376	1,157,065	(6.8)

TOWN OF SEVERANCE
BALANCE SHEET
JANUARY 31, 2023

CONSERVATION TRUST FUND

<u>ASSETS</u>			
11-100000	CASH - COMBINED FUND	133,090	
	TOTAL ASSETS		133,090
<u>LIABILITIES AND EQUITY</u>			
<u>FUND EQUITY</u>			
UNAPPROPRIATED FUND BALANCE:			
11-290000	FUND BALANCE	132,279	
	REVENUE OVER EXPENDITURES - YTD	811	
	BALANCE - CURRENT DATE	133,090	
	TOTAL FUND EQUITY		133,090
	TOTAL LIABILITIES AND EQUITY		133,090

TOWN OF SEVERANCE
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2023

CONSERVATION TRUST FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
REVENUE						
	<u>MISCELLANEOUS</u>					
11-36-3500	INTEREST AND DIVIDENDS	244	244		(244)	.0
11-36-3550	CHANGE IN MARKET VALUE	568	568		(568)	.0
	TOTAL MISCELLANEOUS	811	811		(811)	.0
	TOTAL FUND REVENUE	811	811		(811)	.0
	NET REVENUE OVER EXPENDITURES	811	811		(811)	.0

TOWN OF SEVERANCE
BALANCE SHEET
JANUARY 31, 2023

TRANSPORTATION FUND

<u>ASSETS</u>			
12-100000	CASH - COMBINED FUND	3,820,664	
	TOTAL ASSETS		3,820,664
<u>LIABILITIES AND EQUITY</u>			
<u>LIABILITIES</u>			
12-202000	ACCOUNTS PAYABLE	26,475	
	TOTAL LIABILITIES		26,475
<u>FUND EQUITY</u>			
	UNAPPROPRIATED FUND BALANCE:		
12-290000	FUND BALANCE	3,748,737	
	REVENUE OVER EXPENDITURES - YTD	45,452	
	BALANCE - CURRENT DATE	3,794,190	
	TOTAL FUND EQUITY		3,794,190
	TOTAL LIABILITIES AND EQUITY		3,820,664

TOWN OF SEVERANCE
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2023

TRANSPORTATION FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
REVENUE						
	<u>IMPACT FEES</u>					
12-34-3000	ROAD INFRASTRUCTURE FEE	30,274	30,274		(30,274)	.0
	TOTAL IMPACT FEES	30,274	30,274		(30,274)	.0
	<u>MISCELLANEOUS</u>					
12-36-3500	INTEREST AND DIVIDENDS	6,906	6,906		(6,906)	.0
12-36-3550	CHANGE IN MARKET VALUE	16,089	16,089		(16,089)	.0
	TOTAL MISCELLANEOUS	22,995	22,995		(22,995)	.0
	TOTAL FUND REVENUE	53,268	53,268		(53,268)	.0
EXPENDITURES						
	<u>CR 74 IMPROVEMENTS PROJECT</u>					
12-83-2100	LEGAL FEES	234	234		(234)	.0
12-83-2400	ENGINEERING	6,988	6,988		(6,988)	.0
12-83-7500	CONSTRUCTION	594	594	60,000	59,406	1.0
	TOTAL CR 74 IMPROVEMENTS PROJECT	7,816	7,816	60,000	52,184	13.0
	TOTAL FUND EXPENDITURES	7,816	7,816	60,000	52,184	13.0
	NET REVENUE OVER EXPENDITURES	45,452	45,452	(60,000)	(105,452)	75.8

TOWN OF SEVERANCE
BALANCE SHEET
JANUARY 31, 2023

PARKS FUND

<u>ASSETS</u>			
13-100000	CASH - COMBINED FUND	167,359	
	TOTAL ASSETS		167,359
<u>LIABILITIES AND EQUITY</u>			
<u>FUND EQUITY</u>			
UNAPPROPRIATED FUND BALANCE:			
13-290000	FUND BALANCE	153,653	
	REVENUE OVER EXPENDITURES - YTD	13,706	
	BALANCE - CURRENT DATE	167,359	
	TOTAL FUND EQUITY		167,359
	TOTAL LIABILITIES AND EQUITY		167,359

TOWN OF SEVERANCE
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2023

		PARKS FUND				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
REVENUE						
	<u>IMPACT FEES</u>					
13-34-7400	PARKS FEES	12,320	12,320		(12,320)	.0
	TOTAL IMPACT FEES	12,320	12,320		(12,320)	.0
	<u>MISCELLANEOUS</u>					
13-36-3500	INTEREST AND DIVIDENDS	416	416		(416)	.0
13-36-3550	CHANGE IN MARKET VALUE	970	970		(970)	.0
	TOTAL MISCELLANEOUS	1,386	1,386		(1,386)	.0
	TOTAL FUND REVENUE	13,706	13,706		(13,706)	.0
	NET REVENUE OVER EXPENDITURES	13,706	13,706		(13,706)	.0

TOWN OF SEVERANCE
BALANCE SHEET
JANUARY 31, 2023

PUBLIC FACILITIES FUND

<u>ASSETS</u>			
14-100000	CASH – COMBINED FUND	1,159,958	
	TOTAL ASSETS		1,159,958
<u>LIABILITIES AND EQUITY</u>			
<u>FUND EQUITY</u>			
UNAPPROPRIATED FUND BALANCE:			
14-290000	FUND BALANCE	1,140,933	
	REVENUE OVER EXPENDITURES - YTD	19,025	
	BALANCE - CURRENT DATE	1,159,958	
	TOTAL FUND EQUITY		1,159,958
	TOTAL LIABILITIES AND EQUITY		1,159,958

TOWN OF SEVERANCE
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2023

PUBLIC FACILITIES FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
REVENUE						
	<u>IMPACT FEES</u>					
14-32-3000	PUBLIC FACILITIES IMPACT FEE	12,000	12,000		(12,000)	.0
	TOTAL IMPACT FEES	12,000	12,000		(12,000)	.0
	<u>MISCELLANEOUS</u>					
14-36-3500	INTEREST AND DIVIDENDS	2,110	2,110		(2,110)	.0
14-36-3550	CHANGE IN MARKET VALUE	4,915	4,915		(4,915)	.0
	TOTAL MISCELLANEOUS	7,025	7,025		(7,025)	.0
	TOTAL FUND REVENUE	19,025	19,025		(19,025)	.0
	NET REVENUE OVER EXPENDITURES	19,025	19,025		(19,025)	.0

TOWN OF SEVERANCE
BALANCE SHEET
JANUARY 31, 2023

PUBLIC SAFETY FUND

<u>ASSETS</u>			
15-100000	CASH – COMBINED FUND	243,979	
	TOTAL ASSETS		243,979
<u>LIABILITIES AND EQUITY</u>			
<u>FUND EQUITY</u>			
UNAPPROPRIATED FUND BALANCE:			
15-290000	FUND BALANCE	236,501	
	REVENUE OVER EXPENDITURES - YTD	7,478	
	BALANCE - CURRENT DATE	243,979	
	TOTAL FUND EQUITY		243,979
	TOTAL LIABILITIES AND EQUITY		243,979

TOWN OF SEVERANCE
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2023

		PUBLIC SAFETY FUND				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
REVENUE						
<u>IMPACT FEES</u>						
15-32-3000	PUBLIC SAFETY IMPACT FEE	6,000	6,000		(6,000)	.0
	TOTAL IMPACT FEES	6,000	6,000		(6,000)	.0
<u>MISCELLANEOUS</u>						
15-36-3500	INTEREST AND DIVIDENDS	444	444		(444)	.0
15-36-3550	CHANGE IN MARKET VALUE	1,034	1,034		(1,034)	.0
	TOTAL MISCELLANEOUS	1,478	1,478		(1,478)	.0
	TOTAL FUND REVENUE	7,478	7,478		(7,478)	.0
	NET REVENUE OVER EXPENDITURES	7,478	7,478		(7,478)	.0

TOWN OF SEVERANCE
BALANCE SHEET
JANUARY 31, 2023

FLEET FUND

ASSETS

41-100000	CASH - COMBINED FUND	390,927	
	TOTAL ASSETS		390,927

LIABILITIES AND EQUITY

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
41-290000	FUND BALANCE	387,085	
	REVENUE OVER EXPENDITURES - YTD	3,842	
	BALANCE - CURRENT DATE	390,927	
	TOTAL FUND EQUITY		390,927
	TOTAL LIABILITIES AND EQUITY		390,927

TOWN OF SEVERANCE
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2023

		FLEET FUND				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
REVENUE						
<u>CHARGES FOR SERVICES</u>						
41-34-2000	FLEET REPLACEMENT REVENUE	1,475	1,475		(1,475)	.0
	TOTAL CHARGES FOR SERVICES	1,475	1,475		(1,475)	.0
<u>MISCELLANEOUS</u>						
41-36-3500	INTEREST AND DIVIDENDS	711	711		(711)	.0
41-36-3550	CHANGE IN MARKET VALUE	1,656	1,656		(1,656)	.0
	TOTAL MISCELLANEOUS	2,367	2,367		(2,367)	.0
	TOTAL FUND REVENUE	3,842	3,842		(3,842)	.0
	NET REVENUE OVER EXPENDITURES	3,842	3,842		(3,842)	.0

TOWN OF SEVERANCE
BALANCE SHEET
JANUARY 31, 2023

WATER FUND

ASSETS

51-100000	CASH - COMBINED FUND	15,264,836	
51-115000	ACCOUNTS RECEIVABLE	136,452	
51-115005	PARTS INVENTORY	63,943	
51-115300	CONTRACT RECEIVABLE	48	
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	WATER CAPACITY	3,398,850	
51-168000	BUILDINGS	163,907	
51-168500	NISP PROJECT	4,370,069	
	TOTAL ASSETS		65,370,079

LIABILITIES AND EQUITY

LIABILITIES

51-202000	ACCOUNTS PAYABLE	63,137	
51-212000	ACCRUED COMPENSATED ABSENCES	14,246	
51-222000	HYDRANT METER DEPOSITS	7,000	
	TOTAL LIABILITIES		84,382

FUND EQUITY

51-273000	CONTRIBUTED CAPITAL - DEVELOPM	6,848,000	
	UNAPPROPRIATED FUND BALANCE:		
51-290000	RETAINED EARNINGS	59,127,340	
	REVENUE OVER EXPENDITURES - YTD	(689,644)	
	BALANCE - CURRENT DATE	58,437,696	
	TOTAL FUND EQUITY		65,285,696
	TOTAL LIABILITIES AND EQUITY		65,370,079

TOWN OF SEVERANCE
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2023

WATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
REVENUE						
	<u>CHARGES FOR SERVICES</u>					
51-34-1000	WATER SALES- WATER BILLS	145,469	145,469	2,152,474	2,007,005	6.8
	TOTAL CHARGES FOR SERVICES	145,469	145,469	2,152,474	2,007,005	6.8
	<u>MISCELLANEOUS</u>					
51-36-2000	WATER PIT/METER SET FEE	13,210	13,210	85,000	71,790	15.5
51-36-3500	INTEREST AND DIVIDENDS	27,766	27,766		(27,766)	.0
51-36-3550	CHANGE IN MARKET VALUE	64,683	64,683		(64,683)	.0
51-36-6500	WATER ACQUISITION FEE	20,000	20,000		(20,000)	.0
	TOTAL MISCELLANEOUS	125,659	125,659	85,000	(40,659)	147.8
	<u>LOCAL PLANT INVESTMENT FEES</u>					
51-37-7150	LOCAL PLANT INVESTMENT FEE	291,750	291,750		(291,750)	.0
	TOTAL LOCAL PLANT INVESTMENT FEES	291,750	291,750		(291,750)	.0
	TOTAL FUND REVENUE	562,878	562,878	2,237,474	1,674,596	25.2
EXPENDITURES						
	<u>ADMINISTRATION</u>					
51-81-1100	REGULAR STAFF WAGES	806	806	20,960	20,154	3.9
51-81-1102	OVERTIME			200	200	.0
51-81-1104	RETIREMENT	24	24	629	605	3.8
51-81-1130	FICA/MEDICARE	62	62	1,603	1,541	3.9
51-81-1140	WORKERS COMPENSATION	144	144	800	656	18.0
51-81-1150	UNEMPLOYMENT	2	2	63	61	2.6
51-81-1160	HEALTH & LIFE INSURANCE	394	394	8,056	7,662	4.9
51-81-1161	DISABILITY INSURANCE	37	37	476	439	7.8
51-81-3162	CC FEES			18,000	18,000	.0
51-81-3210	INSURANCE AND BONDS	(124)	(124)		124	.0
51-81-4330	COMPUTER SUPPORT AND MAINT	1,039	1,039	13,060	12,021	8.0
51-81-4345	MAILING SERVICE	613	613	12,700	12,087	4.8
	TOTAL ADMINISTRATION	2,996	2,996	76,547	73,551	3.9

TOWN OF SEVERANCE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2023

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>WATER OPERATIONS</u>					
51-82-1100 REGULAR STAFF WAGES	8,678	8,678	246,971	238,294	3.5
51-82-1102 OVERTIME	913	913	10,000	9,087	9.1
51-82-1104 RETIREMENT	331	331	8,710	8,379	3.8
51-82-1130 FICA/MEDICARE	702	702	18,960	18,258	3.7
51-82-1140 WORKERS COMPENSATION	1,078	1,078	6,000	4,922	18.0
51-82-1150 UNEMPLOYMENT	19	19	744	725	2.6
51-82-1160 HEALTH & LIFE INSURANCE	3,562	3,562	52,229	48,667	6.8
51-82-1161 DISABILITY INSURANCE	330	330	4,614	4,284	7.2
51-82-2100 LEGAL FEES			20,000	20,000	.0
51-82-2400 ENGINEERING			2,000	2,000	.0
51-82-2410 WATER SYSTEM IMPROVE. PERMIT			500	500	.0
51-82-2900 OTHER PROFESSIONAL FEES	750	750	12,000	11,250	6.3
51-82-3110 UTILITIES	1,479	1,479	15,000	13,522	9.9
51-82-3150 TELEPHONE	227	227	2,000	1,773	11.3
51-82-3173 REPAIRS & MAINTENANCE - EQUIPM	1,415	1,415	5,010	3,595	28.2
51-82-3175 BUILDING REPAIRS & MAINTENANCE	21	21	2,000	1,979	1.0
51-82-3177 VEHICLE REPAIRS & MAINTENANCE	2,003	2,003	3,220	1,217	62.2
51-82-3178 SYSTEM REPAIR & MAINTENANCE	610	610	30,000	29,390	2.0
51-82-3200 SAMPLING/TESTING			5,000	5,000	.0
51-82-3210 INSURANCE AND BONDS	4,683	4,683	14,385	9,702	32.6
51-82-3810 DUES/MEMBERSHIPS/SUBSCRIPTIONS	450	450	1,500	1,050	30.0
51-82-3820 CONTINUING EDUCATION			2,450	2,450	.0
51-82-3990 OTHER SERVICES	64	64	17,000	16,936	.4
51-82-4120 WATER SYSTEM SUPPLIES	173	173	15,000	14,827	1.2
51-82-4130 METER SET SUPPLIES	3,483	3,483	85,000	81,517	4.1
51-82-4520 VEHICLE FUEL	1,199	1,199	13,000	11,801	9.2
51-82-4810 UNIFORMS			500	500	.0
51-82-4850 UNANTICIPATED EXP/CONTINGENCY			20,000	20,000	.0
51-82-4990 MISCELLANEOUS SUPPLIES	688	688	1,000	312	68.8
51-82-4995 WATER TREATMENT & DISTRIBUTION	42,386	42,386	1,100,000	1,057,614	3.9
51-82-4996 AUGMENTATION PUMPING FEE			1,500	1,500	.0
51-82-4997 WATER SHARE ASSESSMENTS			120,000	120,000	.0
51-82-8200 ADMIN OVERHEAD ALLOCATION	7,490	7,490	134,682	127,192	5.6
TOTAL WATER OPERATIONS	82,730	82,730	1,970,975	1,888,245	4.2
<u>WATER CAPITAL</u>					
51-83-2100 LEGAL FEES	156	156	60,000	59,844	.3
51-83-2400 ENGINEERING	5,895	5,895	420,000	414,106	1.4
51-83-7000 CAPITAL OUTLAY			95,000	95,000	.0
51-83-7500 CONSTRUCTION			1,125,000	1,125,000	.0
51-83-7562 WATER AQUISITION			250,000	250,000	.0
TOTAL WATER CAPITAL	6,051	6,051	1,950,000	1,943,950	.3

TOWN OF SEVERANCE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2023

WATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>LOCAL PLANT INVESTMENT EXPENSE</u>					
51-84-2100	LEGAL FEES	605	605		(605)	.0
51-84-7530	PROFESSIONAL SERVICES	4,341	4,341		(4,341)	.0
51-84-7540	NORTHERN INTEGRATED SUPPLY	1,155,800	1,155,800	1,155,800		100.0
	TOTAL LOCAL PLANT INVESTMENT EXPENS	1,160,746	1,160,746	1,155,800	(4,946)	100.4
	<u>OTHER PLANT INVESTMENT EXPENSE</u>					
51-85-4996	OTHER PLANT INVESTMENT EXPENSE			2,900,000	2,900,000	.0
	TOTAL OTHER PLANT INVESTMENT EXPEN			2,900,000	2,900,000	.0
	TOTAL FUND EXPENDITURES	1,252,522	1,252,522	8,053,322	6,800,800	15.6
	NET REVENUE OVER EXPENDITURES	(689,644)	(689,644)	(5,815,848)	(5,126,204)	(11.9)

TOWN OF SEVERANCE
BALANCE SHEET
JANUARY 31, 2023

WASTEWATER FUND

ASSETS

52-100000	CASH - COMBINED FUND	11,648,011	
52-115000	ACCOUNTS RECEIVABLE	103,843	
52-115002	MISCELLANEOUS RECEIVABLE	246,255	
52-115300	CONTRACT RECEIVABLE	22	
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			24,562,902

LIABILITIES AND EQUITY

LIABILITIES

52-202000	ACCOUNTS PAYABLE	29,959	
52-212000	ACCRUED COMPENSATED ABSENCES	13,567	
TOTAL LIABILITIES			43,527

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
52-290000	RETAINED EARNINGS	24,327,936	
	REVENUE OVER EXPENDITURES - YTD	191,439	
BALANCE - CURRENT DATE		24,519,375	
TOTAL FUND EQUITY			24,519,375
TOTAL LIABILITIES AND EQUITY			24,562,902

TOWN OF SEVERANCE
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2023

WASTEWATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
REVENUE						
	<u>CHARGES FOR SERVICES</u>					
52-34-1000	WASTEWATER TREATMENT FEES	103,052	103,052	1,211,247	1,108,195	8.5
	TOTAL CHARGES FOR SERVICES	103,052	103,052	1,211,247	1,108,195	8.5
	<u>MISCELLANEOUS</u>					
52-36-3500	INTEREST AND DIVIDENDS	21,187	21,187		(21,187)	.0
52-36-3550	CHANGE IN MARKET VALUE	49,357	49,357		(49,357)	.0
	TOTAL MISCELLANEOUS	70,544	70,544		(70,544)	.0
	<u>WASTEWATER PLANT INVEST. FEE</u>					
52-38-7100	WASTEWATER PLANT INVEST. FEE	78,000	78,000		(78,000)	.0
	TOTAL WASTEWATER PLANT INVEST. FEE	78,000	78,000		(78,000)	.0
	TOTAL FUND REVENUE	251,596	251,596	1,211,247	959,651	20.8
EXPENDITURES						
	<u>WASTEWATER ADMINISTRATION</u>					
52-81-1100	REGULAR STAFF WAGES	504	504	13,100	12,596	3.9
52-81-1102	OVERTIME			125	125	.0
52-81-1104	RETIREMENT	15	15	393	378	3.9
52-81-1130	FICA/MEDICARE	39	39	1,002	963	3.9
52-81-1140	WORKERS COMPENSATION	90	90	500	410	18.0
52-81-1150	UNEMPLOYMENT	1	1	39	38	2.6
52-81-1160	HEALTH & LIFE INSURANCE	246	246	5,035	4,789	4.9
52-81-1161	DISABILITY INSURANCE	23	23	298	275	7.8
52-81-3162	CC FEES			18,000	18,000	.0
52-81-3210	INSURANCE AND BONDS	(78)	(78)		78	.0
52-81-4330	COMPUTER SUPPORT AND MAINT	1,039	1,039	13,060	12,021	8.0
52-81-4345	MAILING SERVICE	613	613	11,800	11,187	5.2
	TOTAL WASTEWATER ADMINISTRATION	2,492	2,492	63,352	60,860	3.9

TOWN OF SEVERANCE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2023

WASTEWATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>WASTEWATER OPERATIONS</u>					
52-82-1100 REGULAR STAFF WAGES	8,678	8,678	247,223	238,545	3.5
52-82-1102 OVERTIME	913	913	1,000	87	91.3
52-82-1104 RETIREMENT	331	331	8,710	8,379	3.8
52-82-1130 FICA/MEDICARE	702	702	18,960	18,258	3.7
52-82-1140 WORKERS COMPENSATION	1,078	1,078	6,000	4,922	18.0
52-82-1150 UNEMPLOYMENT	19	19	744	725	2.6
52-82-1160 HEALTH & LIFE INSURANCE	3,562	3,562	53,300	49,738	6.7
52-82-1161 DISABILITY INSURANCE	330	330	4,614	4,284	7.2
52-82-2100 LEGAL FEES			20,000	20,000	.0
52-82-2400 ENGINEERING			5,000	5,000	.0
52-82-2410 DISCHARGE PERMIT FEES			1,500	1,500	.0
52-82-2900 OTHER PROFESSIONAL FEES	750	750	9,000	8,250	8.3
52-82-3110 UTILITIES	4,785	4,785	48,000	43,215	10.0
52-82-3150 TELEPHONE	222	222	2,400	2,178	9.3
52-82-3173 REPAIRS & MAINTENANCE - EQUIPM	1,291	1,291	5,010	3,719	25.8
52-82-3177 VEHICLE REPAIRS & MAINTENANCE	1,658	1,658	3,220	1,562	51.5
52-82-3178 SYSTEM REPAIR & MAINTENANCE	127	127	50,000	49,873	.3
52-82-3200 SAMPLING/TESTING			8,000	8,000	.0
52-82-3210 INSURANCE AND BONDS	4,476	4,476	13,750	9,274	32.6
52-82-3290 OTHER TREATMENT COSTS	14,750	14,750	180,000	165,250	8.2
52-82-3810 DUES/MEMBERSHIPS/SUBSCRIPTIONS	1,000	1,000	1,000		100.0
52-82-3820 CONTINUING EDUCATION			1,000	1,000	.0
52-82-3990 OTHER SERVICES	64	64	8,000	7,936	.8
52-82-4120 SYSTEM SUPPLIES	3,122	3,122	15,000	11,878	20.8
52-82-4520 VEHICLE FUEL	1,199	1,199	13,000	11,801	9.2
52-82-4850 UNANTICIPATED EXP/CONTINGENCY			15,000	15,000	.0
52-82-4990 MISCELLANEOUS SUPPLIES	1,020	1,020	7,500	6,480	13.6
52-82-8200 ADMIN OVERHEAD ALLOCATION	7,159	7,159	128,740	121,581	5.6
TOTAL WASTEWATER OPERATIONS	57,237	57,237	875,671	818,434	6.5
<u>WASTEWATER CAPITAL</u>					
52-83-7500 CONSTRUCTION			350,000	350,000	.0
TOTAL WASTEWATER CAPITAL			350,000	350,000	.0
<u>WASTEWATER INVESTMENT EXPENSE</u>					
52-84-2100 LEGAL FEES	254	254		(254)	.0
52-84-7530 PROFESSIONAL SERVICES	175	175		(175)	.0
52-84-7570 WINDSOR/SEV. SEWER PROJECT			600,000	600,000	.0
TOTAL WASTEWATER INVESTMENT EXPEN	428	428	600,000	599,572	.1
TOTAL FUND EXPENDITURES	60,157	60,157	1,889,023	1,828,866	3.2

TOWN OF SEVERANCE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2023

WASTEWATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
NET REVENUE OVER EXPENDITURES	191,439	191,439	(677,776)	(869,215)	28.3

TOWN OF SEVERANCE
BALANCE SHEET
JANUARY 31, 2023

STORMWATER FUND

ASSETS

53-100000	CASH - COMBINED FUND	1,338,933	
53-115000	ACCOUNTS RECEIVABLE	17,317	
53-115300	CONTRACT RECEIVABLE	2	
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		9,284,870

LIABILITIES AND EQUITY

LIABILITIES

53-202000	ACCOUNTS PAYABLE	549	
53-208510	ADVANCE FROM GENERAL FUND	40,000	
53-212000	ACCRUED COMPENSATED ABSENCES	4,522	
	TOTAL LIABILITIES		45,072

FUND EQUITY

53-273000	CONTRIBUTED CAPITAL	4,113,680	
	UNAPPROPRIATED FUND BALANCE:		
53-290000	RETAINED EARNINGS	5,177,619	
	REVENUE OVER EXPENDITURES - YTD	(51,500)	
	BALANCE - CURRENT DATE	5,126,119	
	TOTAL FUND EQUITY		9,239,799
	TOTAL LIABILITIES AND EQUITY		9,284,870

TOWN OF SEVERANCE
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2023

STORMWATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
REVENUE						
	<u>STORMWATER SYSTEM INVEST. FEE</u>					
53-32-3000	STORMWATER / DRAINAGE FEE	12,000	12,000		(12,000)	.0
	TOTAL STORMWATER SYSTEM INVEST. FEE	12,000	12,000		(12,000)	.0
	<u>CHARGES FOR SERVICES</u>					
53-34-1000	STORMWATER FEES	16,799	16,799	199,260	182,461	8.4
	TOTAL CHARGES FOR SERVICES	16,799	16,799	199,260	182,461	8.4
	<u>MISCELLANEOUS</u>					
53-36-3500	INTEREST AND DIVIDENDS	2,363	2,363		(2,363)	.0
53-36-3550	CHANGE IN MARKET VALUE	5,504	5,504		(5,504)	.0
	TOTAL MISCELLANEOUS	7,867	7,867		(7,867)	.0
	TOTAL FUND REVENUE	36,665	36,665	199,260	162,595	18.4
EXPENDITURES						
	<u>ADMINISTRATION</u>					
53-81-1100	REGULAR STAFF WAGES	302	302	7,860	7,558	3.9
53-81-1102	OVERTIME			75	75	.0
53-81-1104	RETIREMENT	9	9	236	227	3.8
53-81-1130	FICA/MEDICARE	23	23	601	578	3.9
53-81-1140	WORKERS COMPENSATION	54	54	300	246	18.0
53-81-1150	UNEMPLOYMENT	1	1	24	23	2.5
53-81-1160	HEALTH & LIFE INSURANCE	148	148	3,021	2,873	4.9
53-81-1161	DISABILITY INSURANCE	14	14	179	165	7.8
53-81-3210	INSURANCE AND BONDS	(47)	(47)		47	.0
	TOTAL ADMINISTRATION	504	504	12,296	11,792	4.1

TOWN OF SEVERANCE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2023

STORMWATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>STORMWATER OPERATIONS</u>					
53-82-1100 REGULAR STAFF WAGES	2,611	2,611	81,921	79,310	3.2
53-82-1102 OVERTIME	161	161	500	339	32.3
53-82-1104 RETIREMENT	83	83	2,457	2,374	3.4
53-82-1130 FICA/MEDICARE	202	202	6,267	6,065	3.2
53-82-1140 WORKERS COMPENSATION	359	359	2,000	1,641	18.0
53-82-1150 UNEMPLOYMENT	6	6	246	240	2.3
53-82-1160 HEALTH & LIFE INSURANCE	1,097	1,097	18,581	17,484	5.9
53-82-1161 DISABILITY INSURANCE	100	100	1,583	1,483	6.3
53-82-3150 TELEPHONE	54	54	500	446	10.8
53-82-3173 REPAIRS & MAINTENANCE - EQUIPM			5,860	5,860	.0
53-82-3177 VEHICLE REPAIRS & MAINTENANCE			1,060	1,060	.0
53-82-3178 SYSTEM REPAIR & MAINTENANCE			1,000	1,000	.0
53-82-3210 INSURANCE AND BONDS	1,584	1,584	4,865	3,281	32.6
53-82-3990 OTHER SERVICES			1,350	1,350	.0
53-82-4520 VEHICLE FUEL	149	149	2,000	1,851	7.4
53-82-8100 INTERFUND LOAN - PRINCIPAL			4,850	4,850	.0
53-82-8101 INTERFUND LOAN - INTEREST			1,347	1,347	.0
53-82-8200 ADMIN OVERHEAD ALLOCATION	2,533	2,533	45,554	43,021	5.6
TOTAL STORMWATER OPERATIONS	8,939	8,939	181,941	173,002	4.9
<u>STORMWATER CAPITAL</u>					
53-83-7000 CAPITAL OUTLAY	78,723	78,723	80,000	1,278	98.4
TOTAL STORMWATER CAPITAL	78,723	78,723	80,000	1,278	98.4
TOTAL FUND EXPENDITURES	88,165	88,165	274,237	186,072	32.2
NET REVENUE OVER EXPENDITURES	(51,500)	(51,500)	(74,977)	(23,477)	(68.7)

TOWN OF SEVERANCE
BALANCE SHEET
JANUARY 31, 2023

CAPITAL PROJECTS

ASSETS

75-100000	CASH – COMBINED FUND	(	45,354)	
	TOTAL ASSETS		(	45,354)

LIABILITIES AND EQUITY

LIABILITIES

75-202000	ACCOUNTS PAYABLE		58,014	
75-205000	RETAINAGE PAYABLE		21,951	
	TOTAL LIABILITIES			79,965

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:			
75-290000	FUND BALANCE		15,212	
	REVENUE OVER EXPENDITURES - YTD	(	140,532)	
	BALANCE - CURRENT DATE	(	125,320)	
	TOTAL FUND EQUITY		(	125,320)
	TOTAL LIABILITIES AND EQUITY		(	45,354)

EXPENDITURES

ADMINISTRATION - CIP

75-44-7000	CAPITAL OUTLAY		225,000	225,000	.0
	TOTAL ADMINISTRATION - CIP		225,000	225,000	.0

PUBLIC SAFETY - CIP

75-51-2400	ENGINEERING		350,000	350,000	.0
75-51-7500	CONSTRUCTION		2,642,334	2,642,334	.0
	TOTAL PUBLIC SAFETY - CIP		2,992,334	2,992,334	.0

STREETS/MAINTENANCE - CIP

75-61-7000	CAPITAL OUTLAY	78,723	78,723	185,000	106,278	42.6
75-61-7400	OVERLAYS AND CHIPSEALS			750,000	750,000	.0
	TOTAL STREETS/MAINTENANCE - CIP	78,723	78,723	935,000	856,278	8.4

TOWN OF SEVERANCE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2023

CAPITAL PROJECTS

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>PUBLIC WORKS OVERHEAD - CIP</u>					
75-64-7000	CAPITAL OUTLAY			230,000	230,000	.0
75-64-7500	CONSTRUCTION			70,000	70,000	.0
	TOTAL PUBLIC WORKS OVERHEAD - CIP			300,000	300,000	.0
	<u>PARKS/GREEN SPACE - CIP</u>					
75-65-2100	LEGAL FEES			25,000	25,000	.0
75-65-2400	ENGINEERING	17,408	17,408	250,000	232,593	7.0
75-65-7000	CAPITAL OUTLAY	44,402	44,402	110,000	65,598	40.4
75-65-7500	CONSTRUCTION			151,500	151,500	.0
	TOTAL PARKS/GREEN SPACE - CIP	61,809	61,809	536,500	474,691	11.5
	<u>COMMUNITY DEVELOPMENT - CIP</u>					
75-70-2100	LEGAL			10,000	10,000	.0
75-70-2400	ENGINEERING			75,000	75,000	.0
	TOTAL COMMUNITY DEVELOPMENT - CIP			85,000	85,000	.0
	TOTAL FUND EXPENDITURES	140,532	140,532	5,073,834	4,933,302	2.8
	NET REVENUE OVER EXPENDITURES	(140,532)	(140,532)	(5,073,834)	(4,933,302)	(2.8)

TOWN OF SEVERANCE
BALANCE SHEET
JANUARY 31, 2023

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
JANUARY 31, 2023

GENERAL LONG-TERM DEBT GROUP

ASSETS

90-170000	AMOUNT TO BE PROVIDED	128,600	
	TOTAL ASSETS		128,600

LIABILITIES AND EQUITY

LIABILITIES

90-250000	ACCRUED LEAVE	125,949	
90-252000	CAPITAL LEASE PAYABLE	2,651	
	TOTAL LIABILITIES		128,600
	TOTAL LIABILITIES AND EQUITY		128,600

Financial Statement Review

Nancy E. Mueller, CPA
March 20, 2023



February 2023 Interim Financial Statements

The February 2023 Town of Severance Interim Financial Statements have been reviewed and can be published as part of the March 28, 2023, Council Consent Agenda.

Nancy E. Mueller, CPA
Nancy E. Mueller, CPA
Finance Director

TOWN OF SEVERANCE
COMBINED CASH INVESTMENT
FEBRUARY 28, 2023

COMBINED CASH ACCOUNTS

01-100700	CASH ON HAND	1,619
01-101000	BANK OF CO- CHECKING ***1469	873,149
01-101500	BANK OF CO CREDIT CARD ***1481	16,114
01-102100	COLOTRUST	15,306,397
01-102180	UMB SAFEKEEPING	35,048,623
01-106000	XPRESS DEPOSIT ACCOUNT	32,304
	TOTAL COMBINED CASH	51,278,205
01-100000	CASH ALLOCATED TO OTHER FUNDS	(51,278,205)

TOTAL UNALLOCATED CASH

CASH ALLOCATION RECONCILIATION

10	ALLOCATION TO GENERAL FUND	17,217,167
11	ALLOCATION TO CONSERVATION TRUST FUND	132,473
12	ALLOCATION TO TRANSPORTATION FUND	3,775,191
13	ALLOCATION TO PARKS FUND	168,502
14	ALLOCATION TO PUBLIC FACILITIES FUND	1,156,619
15	ALLOCATION TO PUBLIC SAFETY FUND	243,856
41	ALLOCATION TO FLEET FUND	389,128
51	ALLOCATION TO WATER FUND	15,281,565
52	ALLOCATION TO WASTEWATER FUND	11,639,193
53	ALLOCATION TO STORMWATER FUND	1,339,478
75	ALLOCATION TO CAPITAL PROJECTS	(64,967)
	TOTAL ALLOCATIONS TO OTHER FUNDS	51,278,205
	ALLOCATION FROM COMBINED CASH FUND - 01-100000	(51,278,205)

ZERO PROOF IF ALLOCATIONS BALANCE

TOWN OF SEVERANCE
BALANCE SHEET
FEBRUARY 28, 2023

GENERAL FUND

ASSETS

10-100000	CASH - COMBINED FUND	17,217,167	
10-105000	TAXES RECEIVABLE	1,241,260	
10-105300	CASH W/ WELD COUNTY TREASURER	628,622	
10-115000	ACCOUNTS RECEIVABLE	9,608	
10-115010	FUEL INVENTORY	2,534	
10-115100	OTHER ACCOUNTS RECEIVABLE	1,135	
10-115200	GRANT RECEIVABLE	405,770	
10-115300	CONTRACT RECEIVABLE	154	
10-120000	DEVELOPER RECEIVABLES	4,755	
10-131000	DUE FROM OTHER GOVERNMENTS	139,732	
10-131500	ADVANCE TO STORMWATER FUND	40,000	
	TOTAL ASSETS		19,690,735

LIABILITIES AND EQUITY

LIABILITIES

10-202000	ACCOUNTS PAYABLE	54,648	
10-203000	CUSTOMER DEPOSITS-DEVELOPERS	46,830	
10-203500	CUSTOMER DEPOSITS-RENTALS	1,475	
10-211400	COLORADO UNEMPLOYMENT PAYABLE	795	
10-211800	DEFERRED PROPERTY TAXES	1,241,260	
10-222000	DEFERRED REVENUE	1,632,419	
10-223000	DEFERRED INFLOWS OF RESOURCES	9,608	
	TOTAL LIABILITIES		2,987,034

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
10-290000	FUND BALANCE	16,184,985	
	REVENUE OVER EXPENDITURES - YTD	518,716	
	BALANCE - CURRENT DATE	16,703,701	
	TOTAL FUND EQUITY		16,703,701
	TOTAL LIABILITIES AND EQUITY		19,690,735

TOWN OF SEVERANCE
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
REVENUE					
<u>TAXES</u>					
10-31-1000 GENERAL PROPERTY TAX	625,261	640,829	1,864,462	1,223,633	34.4
10-31-3000 SALES TAX	139,732	139,732	1,680,000	1,540,268	8.3
10-31-4000 USE TAX BUILDING MATERIALS	18,492	96,227	990,236	894,009	9.7
10-31-8100 SEVERANCE TAX (OIL & GAS)			10,000	10,000	.0
10-31-8200 FRANCHISE	21,879	53,908	225,000	171,092	24.0
10-31-9000 INTEREST / DELINQUENT TAX			1,500	1,500	.0
TOTAL TAXES	805,364	930,696	4,771,198	3,840,502	19.5
<u>LICENSES & PERMITS</u>					
10-32-1000 BUS.LICENSE			2,000	2,000	.0
10-32-1100 LIQUOR LICENSE		100	400	300	25.0
10-32-2000 HOME BASED BUSINESS FEES			1,000	1,000	.0
10-32-2100 BUILDING PERMIT & LICENSE	13,307	57,251	450,000	392,749	12.7
10-32-2600 ANIMAL LICENSES	30	45	1,000	955	4.5
10-32-3100 ADMIN. SERVICE DEVELOPMENT FEE	600	4,200	48,900	44,700	8.6
10-32-3400 ADMINISTRATION FEES	4,190	19,007	150,000	130,993	12.7
10-32-4100 ROW/HUNT/SIGN/DEVELOP. PERMITS	500	2,250	7,500	5,250	30.0
10-32-4150 SOLICITOR LICENSES			5,000	5,000	.0
TOTAL LICENSES & PERMITS	18,627	82,853	665,800	582,947	12.4
<u>INTERGOVERNMENTAL</u>					
10-33-4000 STATE GRANTS	500	500		(500)	.0
10-33-5000 HIGHWAY USERS	21,637	21,637	289,582	267,945	7.5
10-33-5050 MINERAL LEASE			50,000	50,000	.0
10-33-5100 MOTOR VEHICLE FEES	3,741	7,661	45,000	37,339	17.0
10-33-5200 COUNTY ROAD & BRIDGE		15,417	70,000	54,583	22.0
10-33-5300 SPECIFIC OWNERSHIP TAX	5,872	12,363	100,000	87,637	12.4
10-33-5600 CIGARETTE TAX	371	371	3,000	2,629	12.4
10-33-6000 SHARED REVENUE WINDSOR	107,701	107,701	150,000	42,300	71.8
TOTAL INTERGOVERNMENTAL	139,822	165,649	707,582	541,933	23.4
<u>CHARGES FOR SERVICES</u>					
10-34-1100 COURT COSTS	270	390	2,500	2,110	15.6
10-34-1200 POLICE REVENUE			96,000	96,000	.0
10-34-1400 MAPS, PLANS, COPIES	555	574	2,000	1,426	28.7
TOTAL CHARGES FOR SERVICES	825	964	100,500	99,536	1.0

TOWN OF SEVERANCE
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>FINES & FORFEITS</u>					
10-35-1000 MUNICIPAL COURT FINES	2,405	3,925	60,000	56,075	6.5
10-35-1100 SURCHARGE	180	300	2,500	2,200	12.0
10-35-1300 RESTITUTION - TOWN		10,650		(10,650)	.0
TOTAL FINES & FORFEITS	2,585	14,875	62,500	47,625	23.8
<u>MISCELLANEOUS</u>					
10-36-1000 RETURN CHECK CHARGES	60	240	2,500	2,260	9.6
10-36-1500 INSURANCE CLAIM PAYMENTS	500	500	2,500	2,000	20.0
10-36-1600 SPECIAL ASSESSMENTS	306	613	766	153	80.0
10-36-2000 OTHER MISCELLANEOUS REVENUE	20,371	20,532	5,000	(15,532)	410.6
10-36-3000 RENT	3,430	6,860	41,500	34,640	16.5
10-36-3500 INTEREST AND DIVIDENDS	29,008	61,851	225,000	163,149	27.5
10-36-3550 CHANGE IN MARKET VALUE	(112,868)	(36,356)		36,356	.0
10-36-3560 INTERFUND LOAN - PRINCIPAL	596	596		(596)	.0
10-36-3565 INTERFUND LOAN - INTEREST	150	150		(150)	.0
10-36-4500 MATERIALS AND LABOR	1,386	1,386	10,000	8,614	13.9
10-36-5000 SPECIAL EVENT REVENUE			60,000	60,000	.0
10-36-8050 OIL AND GAS ROYALTIES	901	1,785	10,000	8,215	17.9
TOTAL MISCELLANEOUS	(56,160)	58,157	357,266	299,109	16.3
TOTAL FUND REVENUE	911,063	1,253,194	6,664,846	5,411,652	18.8

EXPENDITURES

TOWN OF SEVERANCE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
EXPENDITURES					
<u>LEGISLATIVE</u>					
10-41-1100 REGULAR STAFF WAGES	7,108	10,686	91,753	81,067	11.7
10-41-1104 RETIREMENT 457	212	318	2,752	2,434	11.5
10-41-1105 BOARD OF TRUSTEE FEES	550	1,100	13,000	11,900	8.5
10-41-1130 FICA/MEDICARE	562	867	7,020	6,153	12.4
10-41-1140 WORKERS COMPENSATION		449	2,500	2,051	18.0
10-41-1150 UNEMPLOYMENT	14	21	275	254	7.7
10-41-1160 HEALTH INSURANCE	1,451	2,903	18,714	15,812	15.5
10-41-1161 DISABILITY INSURANCE	150	300	1,843	1,543	16.3
10-41-2100 LEGAL FEES	4,452	11,039	130,000	118,962	8.5
10-41-3150 TELEPHONE	85	170	1,200	1,030	14.2
10-41-3180 MILEAGE			500	500	.0
10-41-3210 INSURANCE AND BONDS		1,722	5,288	3,566	32.6
10-41-3330 PUBLISHING/RECORDING	195	431	1,000	569	43.1
10-41-3350 ORDINANCE CODIFICATION		3,043	4,000	957	76.1
10-41-3810 DUES/MEMBERSHIPS/SUBSCRIPTIONS		3,432	5,100	1,668	67.3
10-41-3820 CONTINUING EDUCATION	950	1,170	9,250	8,080	12.7
10-41-3825 MEETING/MEALS	191	580	10,000	9,420	5.8
10-41-3990 MISCELLANEOUS	50	81	500	419	16.2
10-41-4010 CORA REQUESTS		371	(	371)	.0
10-41-4320 COMPUTER REPLACE./AUDIO VISUAL		1,303	6,000	4,698	21.7
10-41-4330 COMPUTER SUPPORT AND MAINT	1,198	11,143	38,825	27,682	28.7
10-41-4810 UNIFORMS			2,275	2,275	.0
10-41-4990 SUPPLIES		391	1,000	609	39.1
10-41-5500 TOWN COUNCIL DISCRETIONARY			117,197	117,197	.0
10-41-5550 LAND USE ADVISORY COMMITTEE	638	2,967	12,000	9,033	24.7
10-41-5555 IHOP GRANT		2,173	26,636	24,463	8.2
10-41-5560 TREE BOARD	45	45	2,000	1,955	2.3
10-41-7000 CAPITAL OUTLAY			15,000	15,000	.0
10-41-8200 ALLOCATION TO WATER FUND	(1,475)	(4,459)	(31,250)	(26,791)	(14.3)
10-41-8300 ALLOCATION TO WASTEWATER FUND	(1,410)	(4,262)	(29,871)	(25,609)	(14.3)
10-41-8400 ALLOCATION TO STORMWATER FUND	(499)	(1,508)	(10,570)	(9,062)	(14.3)
TOTAL LEGISLATIVE	14,466	46,474	453,937	407,463	10.2
<u>ELECTIONS</u>					
10-42-3310 WELD CO COORDINATED ELECTION			12,000	12,000	.0
TOTAL ELECTIONS			12,000	12,000	.0

TOWN OF SEVERANCE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>JUDICIAL</u>					
10-43-1100 REGULAR STAFF WAGES	3,629	5,443	47,176	41,733	11.5
10-43-1104 RETIREMENT 457	109	163	1,415	1,252	11.5
10-43-1130 FICA/MEDICARE	254	381	3,609	3,228	10.6
10-43-1140 WORKERS COMPENSATION		269	1,500	1,231	18.0
10-43-1150 UNEMPLOYMENT	7	11	141	130	7.7
10-43-1160 HEALTH INSURANCE	959	1,919	12,952	11,033	14.8
10-43-1161 DISABILITY INSURANCE	80	159	978	819	16.3
10-43-2100 LEGAL FEES	600	600	13,000	12,400	4.6
10-43-2110 MUNICIPAL JUDGE		600	8,000	7,400	7.5
10-43-3150 TELEPHONE	21	41	250	209	16.6
10-43-3210 INSURANCE AND BONDS		1,033	3,173	2,140	32.6
10-43-3820 EDUCATION			250	250	.0
10-43-3830 TRANSLATOR/JUROR FEES	90	180	1,500	1,320	12.0
10-43-4310 COURT SUPPLIES			600	600	.0
10-43-4810 UNIFORMS			150	150	.0
TOTAL JUDICIAL	5,749	10,800	94,694	83,894	11.4

TOWN OF SEVERANCE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
10-44-1100 REGULAR STAFF WAGES	15,983	23,779	273,660	249,881	8.7
10-44-1104 RETIREMENT	578	855	9,485	8,630	9.0
10-44-1130 FICA/MEDICARE	1,154	1,716	20,935	19,219	8.2
10-44-1140 WORKERS COMPENSATION		1,239	6,900	5,661	18.0
10-44-1150 UNEMPLOYMENT	32	48	821	773	5.8
10-44-1160 HEALTH & LIFE INSURANCE	2,947	5,894	54,717	48,823	10.8
10-44-1161 DISABILITY INSURANCE	270	540	4,981	4,441	10.8
10-44-2150 HR SERVICES	160	4,655	45,000	40,345	10.3
10-44-2990 OTHER PROFESSIONAL FEES	8,086	8,086	86,515	78,429	9.4
10-44-3110 UTILITIES	165	1,222	18,000	16,778	6.8
10-44-3150 TELEPHONE	262	611	5,000	4,389	12.2
10-44-3162 CC FEES	11,696				.0
10-44-3175 BUILDING REPAIRS & MAINTENANCE	602	2,344	20,000	17,656	11.7
10-44-3177 VEHICLE REPAIRS & MAINTENANCE	408	408	500	92	81.6
10-44-3210 INSURANCE AND BONDS		5,102	14,596	9,494	35.0
10-44-3220 CIRSA DEDUCTIBLES			6,000	6,000	.0
10-44-3330 PUBLISHING			1,750	1,750	.0
10-44-3810 DUES/MEMBERSHIPS/SUBSCRIPTIONS	106	466	2,000	1,534	23.3
10-44-3820 CONTINUING EDUCATION	1,473	2,222	10,000	7,778	22.2
10-44-3825 MEALS/MISCELLANEOUS		377	3,000	2,623	12.6
10-44-3990 MISCELLANEOUS SERVICES/COPIER	805	1,128	4,500	3,372	25.1
10-44-3992 SPECIAL EVENT EXPENDITURE	12,795	13,040	165,000	151,960	7.9
10-44-4000 ADVERTISING	1,429	2,147	1,750	(397)	122.7
10-44-4310 OFFICE SUPPLIES	445	792	6,000	5,208	13.2
10-44-4320 COMPUTER REPLACE./AUDIO VISUAL		1,927	10,000	8,073	19.3
10-44-4330 COMPUTER SUPPORT AND MAINT	2,495	6,582	35,550	28,968	18.5
10-44-4340 POSTAGE	504	504	6,000	5,497	8.4
10-44-4390 OTHER OFFICE EXPENSE	601	671	3,000	2,329	22.4
10-44-4520 VEHICLE FUEL	9	105	5,000	4,895	2.1
10-44-4810 UNIFORMS			1,350	1,350	.0
10-44-4850 UNANTICIPATED EXP/CONTINGENCY			40,000	40,000	.0
10-44-4990 MISCELLANEOUS SUPPLIES		76	3,000	2,924	2.5
10-44-5570 CONSERVATION			10,000	10,000	.0
10-44-8000 LEASE PAYMENT			1,000	1,000	.0
10-44-8200 ALLOCATION TO WATER FUND	(4,388)	(7,467)	(68,449)	(60,982)	(10.9)
10-44-8300 ALLOCATION TO WASTEWATER FUND	(4,194)	(7,137)	(65,429)	(58,292)	(10.9)
10-44-8400 ALLOCATION TO STORMWATER FUND	(1,484)	(2,525)	(23,152)	(20,627)	(10.9)
TOTAL ADMINISTRATION	52,938	69,405	718,980	649,575	9.7

TOWN OF SEVERANCE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>FINANCE</u>					
10-45-1100 REGULAR STAFF WAGES	15,254	22,882	242,150	219,268	9.5
10-45-1102 OVERTIME			100	100	.0
10-45-1104 RETIREMENT 457	458	686	7,265	6,579	9.5
10-45-1130 FICA/MEDICARE	1,141	1,711	18,524	16,813	9.2
10-45-1140 WORKERS COMPENSATION		970	5,400	4,430	18.0
10-45-1150 UNEMPLOYMENT	31	46	727	681	6.3
10-45-1160 HEALTH & LIFE INSURANCE	2,514	4,901	49,642	44,741	9.9
10-45-1161 DISABILITY INSURANCE	284	568	4,752	4,184	12.0
10-45-2200 AUDIT & ACCOUNTING FEES			25,000	25,000	.0
10-45-3150 TELEPHONE	60	119	800	681	14.9
10-45-3210 INSURANCE AND BONDS		3,719	11,423	7,704	32.6
10-45-3315 WELD COUNTY TREASURER FEE	6,253	6,408	21,000	14,592	30.5
10-45-3340 BANK CHARGES		10	1,000	990	1.0
10-45-3810 DUES/MEMBERSHIPS/SUBSCRIPTIONS			1,000	1,000	.0
10-45-3820 CONTINUING EDUCATION		160	5,700	5,540	2.8
10-45-3825 MEALS/MISCELLANEOUS	66	66	500	434	13.2
10-45-4300 OFFICE FURNITURE	52	52	(	52)	.0
10-45-4310 OFFICE SUPPLIES	42	72	1,500	1,428	4.8
10-45-4320 COMPUTER REPLACE./AUDIO VISUAL	3,061	3,061	9,000	5,940	34.0
10-45-4810 UNIFORMS		147	850	703	17.3
10-45-7000 CAPITAL OUTLAY	491	491	70,000	69,509	.7
10-45-8200 ALLOCATION TO WATER FUND	(2,542)	(3,969)	(34,983)	(31,014)	(11.4)
10-45-8300 ALLOCATION TO WASTEWATER FUND	(2,430)	(3,794)	(33,439)	(29,645)	(11.4)
10-45-8400 ALLOCATION TO STORMWATER FUND	(860)	(1,343)	(11,832)	(10,489)	(11.4)
TOTAL FINANCE	23,873	36,962	396,079	359,117	9.3

TOWN OF SEVERANCE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC SAFETY</u>					
10-51-1100 REGULAR STAFF WAGES	60,396	100,229	1,159,439	1,059,210	8.6
10-51-1102 OVERTIME	7,301	8,995	32,000	23,005	28.1
10-51-1104 RETIREMENT	261	391	5,024	4,633	7.8
10-51-1107 CONTRACTED SECURITY SERVICES	1,176	1,176	15,000	13,824	7.8
10-51-1130 FICA/MEDICARE	1,523	2,344	27,194	24,850	8.6
10-51-1140 WORKERS COMPENSATION		5,029	28,000	22,971	18.0
10-51-1150 UNEMPLOYMENT	138	221	3,478	3,257	6.4
10-51-1155 POLICE PENSION	4,912	7,307	94,237	86,930	7.8
10-51-1160 HEALTH INSURANCE	12,709	27,128	254,411	227,283	10.7
10-51-1161 DISABILITY INSURANCE	2,963	5,024	23,797	18,773	21.1
10-51-2300 MEDICAL	350	733	1,800	1,067	40.7
10-51-2310 PSYCHOLOGICAL		140	2,000	1,860	7.0
10-51-2990 OTHER PROFESSIONAL FEES	3,575	5,941	15,650	9,709	38.0
10-51-3110 UTILITIES	38	748	6,000	5,252	12.5
10-51-3150 TELEPHONE/PAGERS	1,601	3,201	20,000	16,799	16.0
10-51-3175 BUILDING REPAIRS & MAINTENANCE	1,155	1,414	7,000	5,586	20.2
10-51-3177 VEHICLE REPAIRS & MAINTENANCE	3,269	4,827	20,000	15,173	24.1
10-51-3180 MILEAGE			100	100	.0
10-51-3210 INSURANCE AND BONDS		19,282	59,231	39,949	32.6
10-51-3320 PRINTING/FORMS	72	214	5,000	4,786	4.3
10-51-3610 DISPATCH COMMUNICATIONS		41,783	42,000	217	99.5
10-51-3630 MENTAL HEALTH CO-RESP. PROGRAM			15,000	15,000	.0
10-51-3640 DRUG TASK FORCE			1,000	1,000	.0
10-51-3650 DOG TAGS/IMPOUND FEES			1,000	1,000	.0
10-51-3740 RADIO MAINTENANCE			1,500	1,500	.0
10-51-3810 DUES/MEMBERSHIPS/SUBSCRIPTIONS		325	2,000	1,675	16.3
10-51-3820 CONTINUING EDUCATION & TRAIN		725	13,000	12,275	5.6
10-51-3825 MEALS/MISCELLANEOUS		71	1,000	929	7.1
10-51-3850 LAB TESTING FEES			1,000	1,000	.0
10-51-3990 MISCELLANEOUS SERVICES	123	123	2,000	1,877	6.2
10-51-4300 OFFICE FURNITURE	1,749	1,749	1,000	(749)	174.9
10-51-4310 OFFICE SUPPLIES	139	299	3,000	2,701	10.0
10-51-4330 COMPUTER SUPPORT AND MAINT	2,553	17,163	43,850	26,687	39.1
10-51-4340 POSTAGE			100	100	.0
10-51-4520 VEHICLE FUEL	2,063	3,892	35,000	31,108	11.1
10-51-4530 VEHICLE & EQUIP AMORTIZATION			17,700	17,700	.0
10-51-4720 EQUIPMENT FOR PATROL	564	564	3,000	2,436	18.8
10-51-4730 EQUIPMENT FOR TRAINING	1,497	1,497	3,500	2,003	42.8
10-51-4740 EQUIPMENT FOR INVEST./EVIDENCE			2,000	2,000	.0
10-51-4810 UNIFORMS	1,310	5,069	20,000	14,931	25.4
10-51-4850 UNANTICIPATED EXP/CONTINGENCY			20,000	20,000	.0
10-51-4990 MISCELLANEOUS SUPPLIES		129	7,000	6,871	1.8
10-51-7000 CAPITAL OUTLAY			50,000	50,000	.0
10-51-7550 VEHICLES		1,475		(1,475)	.0
TOTAL PUBLIC SAFETY	111,437	269,208	2,065,011	1,795,803	13.0

TOWN OF SEVERANCE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>STREETS / MAINTENANCE</u>					
10-61-1100 REGULAR STAFF WAGES	10,156	14,505	137,196	122,691	10.6
10-61-1101 PART-TIME STAFF WAGES			30,000	30,000	.0
10-61-1102 OVERTIME	279	999	2,000	1,001	50.0
10-61-1104 RETIREMENT	313	456	4,116	3,660	11.1
10-61-1130 FICA/MEDICARE	733	1,088	12,026	10,938	9.0
10-61-1140 WORKERS COMPENSATION		826	4,600	3,774	18.0
10-61-1150 UNEMPLOYMENT	21	31	411	380	7.6
10-61-1160 HEALTH & LIFE INSURANCE	3,770	6,303	39,656	33,353	15.9
10-61-1161 DISABILITY INSURANCE	229	413	3,035	2,622	13.6
10-61-2400 ENGINEERING			65,000	65,000	.0
10-61-2990 OTHER PROFESSIONAL FEES	90	90	1,000	910	9.0
10-61-3150 TELEPHONE	214	361	1,500	1,139	24.1
10-61-3161 STREET LIGHTING	6,778	13,574	80,000	66,426	17.0
10-61-3172 REPAIRS & MAINTENANCE - STREET			125,000	125,000	.0
10-61-3173 REPAIRS & MAINTENANCE - EQUIPM	540	2,994	7,610	4,616	39.3
10-61-3175 BUILDING REPAIRS & MAINTENANCE	409	550	1,500	950	36.7
10-61-3177 VEHICLE REPAIRS & MAINTENANCE		2,302	4,800	2,498	48.0
10-61-3210 INSURANCE AND BONDS		3,168	9,731	6,563	32.6
10-61-3810 DUES/MEMBERSHIPS/SUBSCRIPTIONS			500	500	.0
10-61-3820 CONTINUING EDUCATION	70	70	1,375	1,305	5.1
10-61-3825 MEAL, MEETING, TRAVEL EXPENSE			250	250	.0
10-61-3990 MISCELLANEOUS SERVICES			2,500	2,500	.0
10-61-4311 STREET SUPPLIES		998	5,000	4,002	20.0
10-61-4330 COMPUTER SUPPORT & MAINTENANCE	1,013	2,817	11,130	8,313	25.3
10-61-4520 VEHICLE FUEL	1,436	2,919	11,000	8,081	26.5
10-61-4810 UNIFORMS			825	825	.0
10-61-4850 UNANTICIPATED EXP/CONTINGENCY			10,000	10,000	.0
10-61-4990 MISCELLANEOUS SUPPLIES	35	2,070	5,000	2,930	41.4
10-61-5000 STREET SIGNS	2,286	2,926	15,000	12,074	19.5
10-61-7000 CAPITAL OUTLAY			41,900	41,900	.0
TOTAL STREETS / MAINTENANCE	28,371	59,460	633,661	574,201	9.4
<u>SNOW</u>					
10-63-1100 REGULAR STAFF WAGES	7,780	7,780	(	7,780)	.0
10-63-1102 OVERTIME	2,613	2,613	12,000	9,387	21.8
10-63-1104 RETIREMENT	312	312	360	48	86.6
10-63-1130 FICA/MEDICARE	734	734	918	184	79.9
10-63-1150 UNEMPLOYMENT	21	21	36	15	57.7
10-63-3173 REPAIRS & MAINTENANCE - EQUIPM	3,185	4,341	3,000	(1,341)	144.7
10-63-3825 MEALS/MISCELLANEOUS			250	250	.0
10-63-4110 SUPPLIES		28,099	50,000	21,901	56.2
TOTAL SNOW	14,645	43,900	66,564	22,664	66.0

TOWN OF SEVERANCE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC WORKS OVERHEAD</u>					
10-64-3110 UTILITIES	372	3,510	20,000	16,490	17.6
10-64-3150 TELEPHONES & INTERNET			800	800	.0
10-64-3175 BUILDING REPAIRS & MAINTENANCE	1,447	3,257	15,000	11,743	21.7
10-64-3690 MOSQUITO CONTROL			30,000	30,000	.0
10-64-3820 CONTINUING EDUCATION		269		(269)	.0
10-64-3825 MEALS, MEETINGS AND TRAVEL			600	600	.0
10-64-3990 MISCELLANEOUS SERVICES	178	292	2,000	1,708	14.6
10-64-4310 OFFICE SUPPLIES	39	695	1,000	305	69.5
10-64-4520 VEHICLE FUEL			1,200	1,200	.0
10-64-4990 MISC SUPPLIES	220	468	4,000	3,532	11.7
10-64-5001 TORNADO SIRENS			2,500	2,500	.0
10-64-7000 CAPITAL OUTLAY		16,886	47,500	30,614	35.6
TOTAL PUBLIC WORKS OVERHEAD	2,257	25,378	124,600	99,222	20.4
<u>PARKS / GREEN SPACE</u>					
10-65-1100 REGULAR STAFF WAGES	9,394	13,363	177,237	163,874	7.5
10-65-1101 PART-TIME STAFF WAGES			30,000	30,000	.0
10-65-1102 OVERTIME	279	999	2,000	1,001	50.0
10-65-1104 RETIREMENT	290	422	5,317	4,895	7.9
10-65-1130 FICA/MEDICARE	679	1,007	15,853	14,846	6.4
10-65-1140 WORKERS COMPENSATION		1,150	6,400	5,250	18.0
10-65-1150 UNEMPLOYMENT	19	29	532	503	5.4
10-65-1160 HEALTH & LIFE INSURANCE	3,621	6,005	49,434	43,429	12.2
10-65-1161 DISABILITY INSURANCE	215	385	4,015	3,630	9.6
10-65-3110 UTILITIES	10	1,694	21,000	19,306	8.1
10-65-3150 TELEPHONE/PAGERS	206	416	2,000	1,584	20.8
10-65-3171 VANDALISM			8,000	8,000	.0
10-65-3172 TREE & LANDSCAPE MAINTENANCE			4,000	4,000	.0
10-65-3173 REPAIRS & MAINTENANCE - EQUIPM	7,360	8,923	10,660	1,737	83.7
10-65-3175 BUILDING REPAIRS & MAINTENANCE	409	550	1,200	650	45.9
10-65-3176 GROUNDS MAINTENANCE			14,000	14,000	.0
10-65-3177 VEHICLE REPAIRS & MAINTENANCE	15	2,317	4,700	2,383	49.3
10-65-3210 INSURANCE AND BONDS		4,407	13,538	9,131	32.6
10-65-3820 CONTINUING EDUCATION	243	243	1,375	1,132	17.7
10-65-3990 SERVICES		1,500	2,500	1,000	60.0
10-65-4330 COMPUTER SUPPORT & MAINTENANCE	1,013	2,817	11,125	8,308	25.3
10-65-4520 VEHICLE FUEL	1,404	2,850	9,000	6,150	31.7
10-65-4810 UNIFORMS			825	825	.0
10-65-4850 UNANTICIPATED EXP/CONTIGENCY			10,000	10,000	.0
10-65-4990 SUPPLIES	456	976	10,131	9,155	9.6
10-65-6000 TREE CITY USA	39	133	21,200	21,067	.6
10-65-7000 CAPITAL OUTLAY			18,100	18,100	.0
TOTAL PARKS / GREEN SPACE	25,652	50,185	454,142	403,957	11.1

TOWN OF SEVERANCE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>COMMUNITY DEVELOPMENT</u>					
10-70-1100 REGULAR STAFF WAGES	20,627	30,745	300,723	269,978	10.2
10-70-1104 RETIREMENT	717	1,064	11,097	10,033	9.6
10-70-1130 FICA/MEDICARE	1,563	2,330	25,048	22,718	9.3
10-70-1140 WORKERS COMPENSATION		1,275	7,100	5,825	18.0
10-70-1150 UNEMPLOYMENT	41	62	982	921	6.3
10-70-1160 HEALTH & LIFE INSURANCE	2,529	5,057	50,041	44,984	10.1
10-70-1161 DISABILITY INSURANCE	332	665	5,821	5,156	11.4
10-70-2400 ENGINEERING	10,960	16,667	60,000	43,333	27.8
10-70-2600 PLANNING SERVICES		990	40,000	39,011	2.5
10-70-2980 BUILDING INSPECTIONS & LICENSE		28,657	300,000	271,343	9.6
10-70-2990 OTHER PROFESSIONAL FEES			2,500	2,500	.0
10-70-3110 UTILITIES	72	143	1,000	857	14.3
10-70-3150 TELEPHONE	201	287	2,500	2,213	11.5
10-70-3173 REPAIRS & MAINTENANCE - EQUIPM			500	500	.0
10-70-3210 INSURANCE AND BONDS		4,889	15,019	10,130	32.6
10-70-3330 PUBLISHING/COMMUNICATIONS			2,000	2,000	.0
10-70-3810 DUES & MEMBERSHIPS	4,614	4,614	4,500	(114)	102.5
10-70-3820 CONTINUING EDUCATION			2,000	2,000	.0
10-70-3825 MEALS/MISCELLANEOUS/TRAVEL			200	200	.0
10-70-4099 DEVELOPER EXP.TO BE REIMBURSED	(2,462)	14,994	(	14,994)	.0
10-70-4310 OFFICE SUPPLIES		105	1,000	895	10.5
10-70-4520 VEHICLE FUEL	75	119	3,500	3,381	3.4
10-70-4810 UNIFORMS			750	750	.0
10-70-4987 ECONOMIC DEVELOPMENT		43	25,000	24,957	.2
10-70-4989 TRAIL DEVELOPMENT		10,000	15,000	5,000	66.7
TOTAL COMMUNITY DEVELOPMENT	39,270	122,705	876,281	753,576	14.0
TOTAL FUND EXPENDITURES	318,658	734,477	5,895,949	5,161,472	12.5
NET REVENUE OVER EXPENDITURES	592,406	518,716	768,897	250,181	67.5

TOWN OF SEVERANCE
BALANCE SHEET
FEBRUARY 28, 2023

CONSERVATION TRUST FUND

<u>ASSETS</u>			
11-100000	CASH - COMBINED FUND	132,473	
	TOTAL ASSETS		132,473
<u>LIABILITIES AND EQUITY</u>			
<u>FUND EQUITY</u>			
UNAPPROPRIATED FUND BALANCE:			
11-290000	FUND BALANCE	132,279	
	REVENUE OVER EXPENDITURES - YTD	194	
	BALANCE - CURRENT DATE	132,473	
	TOTAL FUND EQUITY		132,473
	TOTAL LIABILITIES AND EQUITY		132,473

TOWN OF SEVERANCE
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

CONSERVATION TRUST FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
REVENUE						
	<u>MISCELLANEOUS</u>					
11-36-3500	INTEREST AND DIVIDENDS	227	470		(470)	.0
11-36-3550	CHANGE IN MARKET VALUE	(844)	(276)		276	.0
	TOTAL MISCELLANEOUS	(617)	194		(194)	.0
	TOTAL FUND REVENUE	(617)	194		(194)	.0
	NET REVENUE OVER EXPENDITURES	(617)	194		(194)	.0

TOWN OF SEVERANCE
BALANCE SHEET
FEBRUARY 28, 2023

TRANSPORTATION FUND

<u>ASSETS</u>			
12-100000	CASH - COMBINED FUND	3,775,191	
	TOTAL ASSETS		3,775,191
<u>LIABILITIES AND EQUITY</u>			
<u>LIABILITIES</u>			
12-202000	ACCOUNTS PAYABLE	11,134	
	TOTAL LIABILITIES		11,134
<u>FUND EQUITY</u>			
UNAPPROPRIATED FUND BALANCE:			
12-290000	FUND BALANCE	3,748,737	
	REVENUE OVER EXPENDITURES - YTD	15,320	
	BALANCE - CURRENT DATE	3,764,058	
	TOTAL FUND EQUITY		3,764,058
	TOTAL LIABILITIES AND EQUITY		3,775,191

TOWN OF SEVERANCE
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

TRANSPORTATION FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
REVENUE						
	<u>IMPACT FEES</u>					
12-34-3000	ROAD INFRASTRUCTURE FEE	5,046	35,319		(35,319)	.0
	TOTAL IMPACT FEES	5,046	35,319		(35,319)	.0
	<u>MISCELLANEOUS</u>					
12-36-3500	INTEREST AND DIVIDENDS	6,463	13,369		(13,369)	.0
12-36-3550	CHANGE IN MARKET VALUE	(23,947)	(7,858)		7,858	.0
	TOTAL MISCELLANEOUS	(17,484)	5,511		(5,511)	.0
	TOTAL FUND REVENUE	(12,438)	40,830		(40,830)	.0
EXPENDITURES						
	<u>CR 74 IMPROVEMENTS PROJECT</u>					
12-83-2100	LEGAL FEES		234		(234)	.0
12-83-2400	ENGINEERING	13,169	20,157		(20,157)	.0
12-83-7500	CONSTRUCTION	4,525	5,119	3,518,323	3,513,204	.2
	TOTAL CR 74 IMPROVEMENTS PROJECT	17,694	25,510	3,518,323	3,492,814	.7
	TOTAL FUND EXPENDITURES	17,694	25,510	3,518,323	3,492,814	.7
	NET REVENUE OVER EXPENDITURES	(30,132)	15,320	(3,518,323)	(3,533,643)	.4

TOWN OF SEVERANCE
BALANCE SHEET
FEBRUARY 28, 2023

PARKS FUND

<u>ASSETS</u>			
13-100000	CASH - COMBINED FUND	168,502	
	TOTAL ASSETS		168,502
<u>LIABILITIES AND EQUITY</u>			
<u>FUND EQUITY</u>			
UNAPPROPRIATED FUND BALANCE:			
13-290000	FUND BALANCE	153,653	
	REVENUE OVER EXPENDITURES - YTD	14,849	
	BALANCE - CURRENT DATE	168,502	
	TOTAL FUND EQUITY		168,502
	TOTAL LIABILITIES AND EQUITY		168,502

TOWN OF SEVERANCE
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

		PARKS FUND				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
REVENUE						
<u>IMPACT FEES</u>						
13-34-7400	PARKS FEES	2,240	14,560		(14,560)	.0
	TOTAL IMPACT FEES	2,240	14,560		(14,560)	.0
<u>MISCELLANEOUS</u>						
13-36-3500	INTEREST AND DIVIDENDS	285	702		(702)	.0
13-36-3550	CHANGE IN MARKET VALUE	(1,382)	(412)		412	.0
	TOTAL MISCELLANEOUS	(1,097)	289		(289)	.0
	TOTAL FUND REVENUE	1,143	14,849		(14,849)	.0
	NET REVENUE OVER EXPENDITURES	1,143	14,849		(14,849)	.0

TOWN OF SEVERANCE
BALANCE SHEET
FEBRUARY 28, 2023

PUBLIC FACILITIES FUND

<u>ASSETS</u>			
14-100000	CASH – COMBINED FUND	1,156,619	
	TOTAL ASSETS		1,156,619
<u>LIABILITIES AND EQUITY</u>			
<u>FUND EQUITY</u>			
UNAPPROPRIATED FUND BALANCE:			
14-290000	FUND BALANCE	1,140,933	
	REVENUE OVER EXPENDITURES - YTD	15,686	
	BALANCE - CURRENT DATE	1,156,619	
	TOTAL FUND EQUITY		1,156,619
	TOTAL LIABILITIES AND EQUITY		1,156,619

TOWN OF SEVERANCE
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

PUBLIC FACILITIES FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
REVENUE						
	<u>IMPACT FEES</u>					
14-32-3000	PUBLIC FACILITIES IMPACT FEE	2,000	14,000		(14,000)	.0
	TOTAL IMPACT FEES	2,000	14,000		(14,000)	.0
	<u>MISCELLANEOUS</u>					
14-36-3500	INTEREST AND DIVIDENDS	1,980	4,090		(4,090)	.0
14-36-3550	CHANGE IN MARKET VALUE	(7,319)	(2,404)		2,404	.0
	TOTAL MISCELLANEOUS	(5,339)	1,686		(1,686)	.0
	TOTAL FUND REVENUE	(3,339)	15,686		(15,686)	.0
	NET REVENUE OVER EXPENDITURES	(3,339)	15,686		(15,686)	.0

TOWN OF SEVERANCE
BALANCE SHEET
FEBRUARY 28, 2023

PUBLIC SAFETY FUND

<u>ASSETS</u>			
15-100000	CASH – COMBINED FUND	243,856	
	TOTAL ASSETS		243,856
<u>LIABILITIES AND EQUITY</u>			
<u>FUND EQUITY</u>			
UNAPPROPRIATED FUND BALANCE:			
15-290000	FUND BALANCE	236,501	
	REVENUE OVER EXPENDITURES - YTD	7,355	
	BALANCE - CURRENT DATE	243,856	
	TOTAL FUND EQUITY		243,856
	TOTAL LIABILITIES AND EQUITY		243,856

TOWN OF SEVERANCE
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

		PUBLIC SAFETY FUND				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
REVENUE						
<u>IMPACT FEES</u>						
15-32-3000	PUBLIC SAFETY IMPACT FEE	1,000	7,000		(7,000)	.0
	TOTAL IMPACT FEES	1,000	7,000		(7,000)	.0
<u>MISCELLANEOUS</u>						
15-36-3500	INTEREST AND DIVIDENDS	418	861		(861)	.0
15-36-3550	CHANGE IN MARKET VALUE	(1,540)	(506)		506	.0
	TOTAL MISCELLANEOUS	(1,123)	355		(355)	.0
	TOTAL FUND REVENUE	(123)	7,355		(7,355)	.0
	NET REVENUE OVER EXPENDITURES	(123)	7,355		(7,355)	.0

TOWN OF SEVERANCE
BALANCE SHEET
FEBRUARY 28, 2023

FLEET FUND

ASSETS

41-100000	CASH - COMBINED FUND		389,128	
			<u>389,128</u>	
	TOTAL ASSETS			<u><u>389,128</u></u>

LIABILITIES AND EQUITY

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:			
41-290000	FUND BALANCE	387,085		
	REVENUE OVER EXPENDITURES - YTD	<u>2,043</u>		
	BALANCE - CURRENT DATE		<u>389,128</u>	
	TOTAL FUND EQUITY			<u>389,128</u>
	TOTAL LIABILITIES AND EQUITY			<u><u>389,128</u></u>

TOWN OF SEVERANCE
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

		FLEET FUND				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
REVENUE						
<u>CHARGES FOR SERVICES</u>						
41-34-2000	FLEET REPLACEMENT REVENUE		1,475		(1,475)	.0
	TOTAL CHARGES FOR SERVICES		1,475		(1,475)	.0
<u>MISCELLANEOUS</u>						
41-36-3500	INTEREST AND DIVIDENDS	666	1,377		(1,377)	.0
41-36-3550	CHANGE IN MARKET VALUE	(2,466)	(809)		809	.0
	TOTAL MISCELLANEOUS	(1,799)	568		(568)	.0
	TOTAL FUND REVENUE	(1,799)	2,043		(2,043)	.0
	NET REVENUE OVER EXPENDITURES	(1,799)	2,043		(2,043)	.0

TOWN OF SEVERANCE
BALANCE SHEET
FEBRUARY 28, 2023

WATER FUND

ASSETS

51-100000	CASH - COMBINED FUND	15,281,565	
51-115000	ACCOUNTS RECEIVABLE	141,928	
51-115005	PARTS INVENTORY	57,603	
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	WATER CAPACITY	3,398,850	
51-168000	BUILDINGS	163,907	
51-168500	NISP PROJECT	4,370,069	
TOTAL ASSETS			65,385,896

LIABILITIES AND EQUITY

LIABILITIES

51-202000	ACCOUNTS PAYABLE	69,425	
51-212000	ACCRUED COMPENSATED ABSENCES	14,246	
51-222000	HYDRANT METER DEPOSITS	7,000	
TOTAL LIABILITIES			90,670

FUND EQUITY

51-273000	CONTRIBUTED CAPITAL - DEVELOPM	6,848,000	
UNAPPROPRIATED FUND BALANCE:			
51-290000	RETAINED EARNINGS	59,127,340	
	REVENUE OVER EXPENDITURES - YTD	(680,114)	
BALANCE - CURRENT DATE		58,447,226	
TOTAL FUND EQUITY			65,295,226
TOTAL LIABILITIES AND EQUITY			65,385,896

TOWN OF SEVERANCE
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

WATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
REVENUE						
	<u>CHARGES FOR SERVICES</u>					
51-34-1000	WATER SALES- WATER BILLS	146,917	292,386	2,152,474	1,860,088	13.6
	TOTAL CHARGES FOR SERVICES	146,917	292,386	2,152,474	1,860,088	13.6
	<u>MISCELLANEOUS</u>					
51-36-2000	WATER PIT/METER SET FEE	1,548	14,758	85,000	70,242	17.4
51-36-3500	INTEREST AND DIVIDENDS	26,165	53,931		(53,931)	.0
51-36-3550	CHANGE IN MARKET VALUE	(96,383)	(31,700)		31,700	.0
51-36-6500	WATER ACQUISITION FEE	1,250	21,250		(21,250)	.0
	TOTAL MISCELLANEOUS	(67,420)	58,239	85,000	26,761	68.5
	<u>LOCAL PLANT INVESTMENT FEES</u>					
51-37-7150	LOCAL PLANT INVESTMENT FEE	43,700	335,450		(335,450)	.0
	TOTAL LOCAL PLANT INVESTMENT FEES	43,700	335,450		(335,450)	.0
	TOTAL FUND REVENUE	123,197	686,075	2,237,474	1,551,399	30.7
EXPENDITURES						
	<u>ADMINISTRATION</u>					
51-81-1100	REGULAR STAFF WAGES	1,612	2,418	20,960	18,542	11.5
51-81-1102	OVERTIME			200	200	.0
51-81-1104	RETIREMENT	48	73	629	556	11.5
51-81-1130	FICA/MEDICARE	123	185	1,603	1,418	11.5
51-81-1140	WORKERS COMPENSATION		144	800	656	18.0
51-81-1150	UNEMPLOYMENT	3	5	63	58	7.7
51-81-1160	HEALTH & LIFE INSURANCE	394	787	8,056	7,269	9.8
51-81-1161	DISABILITY INSURANCE	37	74	476	402	15.6
51-81-3162	CC FEES	2,125	2,125	18,000	15,875	11.8
51-81-3210	INSURANCE AND BONDS	124				.0
51-81-4330	COMPUTER SUPPORT AND MAINT	1,325	2,364	13,060	10,696	18.1
51-81-4345	MAILING SERVICE	1,993	2,606	12,700	10,094	20.5
	TOTAL ADMINISTRATION	7,785	10,780	76,547	65,767	14.1

TOWN OF SEVERANCE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>WATER OPERATIONS</u>					
51-82-1100 REGULAR STAFF WAGES	16,268	24,946	246,971	222,025	10.1
51-82-1102 OVERTIME	175	1,088	10,000	8,912	10.9
51-82-1104 RETIREMENT	591	922	8,710	7,788	10.6
51-82-1130 FICA/MEDICARE	1,217	1,919	18,960	17,041	10.1
51-82-1140 WORKERS COMPENSATION		1,078	6,000	4,922	18.0
51-82-1150 UNEMPLOYMENT	33	52	744	692	7.0
51-82-1160 HEALTH & LIFE INSURANCE	3,394	6,956	52,229	45,273	13.3
51-82-1161 DISABILITY INSURANCE	294	624	4,614	3,990	13.5
51-82-2100 LEGAL FEES			20,000	20,000	.0
51-82-2400 ENGINEERING			2,000	2,000	.0
51-82-2410 WATER SYSTEM IMPROVE. PERMIT			500	500	.0
51-82-2900 OTHER PROFESSIONAL FEES	750	1,500	12,000	10,500	12.5
51-82-3110 UTILITIES	1,660	3,139	15,000	11,861	20.9
51-82-3150 TELEPHONE	233	459	2,000	1,541	23.0
51-82-3173 REPAIRS & MAINTENANCE - EQUIPM	363	1,778	9,210	7,432	19.3
51-82-3175 BUILDING REPAIRS & MAINTENANCE		21	2,000	1,979	1.0
51-82-3177 VEHICLE REPAIRS & MAINTENANCE	19	2,022	3,220	1,198	62.8
51-82-3178 SYSTEM REPAIR & MAINTENANCE		610	30,000	29,390	2.0
51-82-3200 SAMPLING/TESTING	24	24	5,000	4,977	.5
51-82-3210 INSURANCE AND BONDS		4,683	14,385	9,702	32.6
51-82-3810 DUES/MEMBERSHIPS/SUBSCRIPTIONS		450	1,500	1,050	30.0
51-82-3820 CONTINUING EDUCATION	153	153	2,450	2,297	6.2
51-82-3990 OTHER SERVICES		64	17,000	16,936	.4
51-82-4120 WATER SYSTEM SUPPLIES		173	15,000	14,827	1.2
51-82-4130 METER SET SUPPLIES	6,340	9,823	85,000	75,177	11.6
51-82-4520 VEHICLE FUEL	900	2,099	13,000	10,901	16.2
51-82-4810 UNIFORMS			500	500	.0
51-82-4850 UNANTICIPATED EXP/CONTINGENCY			20,000	20,000	.0
51-82-4990 MISCELLANEOUS SUPPLIES	35	722	1,000	278	72.2
51-82-4995 WATER TREATMENT & DISTRIBUTION	37,849	80,234	1,100,000	1,019,766	7.3
51-82-4996 AUGMENTATION PUMPING FEE			1,500	1,500	.0
51-82-4997 WATER SHARE ASSESSMENTS	14,910	14,910	120,000	105,090	12.4
51-82-8200 ADMIN OVERHEAD ALLOCATION	8,405	15,895	134,682	118,787	11.8
TOTAL WATER OPERATIONS	93,614	176,344	1,975,175	1,798,831	8.9
<u>WATER CAPITAL</u>					
51-83-2100 LEGAL FEES	488	644	60,000	59,357	1.1
51-83-2400 ENGINEERING	8,763	14,657	420,000	405,343	3.5
51-83-7000 CAPITAL OUTLAY			95,000	95,000	.0
51-83-7500 CONSTRUCTION			5,584,783	5,584,783	.0
51-83-7545 BUILDING/STRUCTURE			300,000	300,000	.0
51-83-7562 WATER AQUISION			250,000	250,000	.0
TOTAL WATER CAPITAL	9,250	15,301	6,709,783	6,694,483	.2

TOWN OF SEVERANCE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

WATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>LOCAL PLANT INVESTMENT EXPENSE</u>					
51-84-2100	LEGAL FEES	215	819		(819)	.0
51-84-7530	PROFESSIONAL SERVICES	2,804	7,145	11,674	4,529	61.2
51-84-7540	NORTHERN INTEGRATED SUPPLY		1,155,800	1,155,800		100.0
	TOTAL LOCAL PLANT INVESTMENT EXPENS	3,019	1,163,764	1,167,474	3,710	99.7
	<u>OTHER PLANT INVESTMENT EXPENSE</u>					
51-85-4996	OTHER PLANT INVESTMENT EXPENSE			2,900,000	2,900,000	.0
	TOTAL OTHER PLANT INVESTMENT EXPEN			2,900,000	2,900,000	.0
	TOTAL FUND EXPENDITURES	113,667	1,366,189	12,828,979	11,462,790	10.7
	NET REVENUE OVER EXPENDITURES	9,530	(680,114)	(10,591,505)	(9,911,391)	(6.4)

TOWN OF SEVERANCE
BALANCE SHEET
FEBRUARY 28, 2023

WASTEWATER FUND

ASSETS

52-100000	CASH - COMBINED FUND	11,639,193	
52-115000	ACCOUNTS RECEIVABLE	107,582	
52-115002	MISCELLANEOUS RECEIVABLE	246,255	
52-162100	ACCUMULATED DEPRECIATION	(2,927,732)	
52-163000	SEWER SYSTEM	14,642,898	
52-164000	EQUIPMENT	162,088	
52-165000	CONSTRUCTION IN PROGRESS	617,710	
52-168000	BUILDINGS	69,807	
	TOTAL ASSETS		24,557,801

LIABILITIES AND EQUITY

LIABILITIES

52-202000	ACCOUNTS PAYABLE	4,634	
52-212000	ACCRUED COMPENSATED ABSENCES	13,567	
	TOTAL LIABILITIES		18,201

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
52-290000	RETAINED EARNINGS	24,327,936	
	REVENUE OVER EXPENDITURES - YTD	211,664	
	BALANCE - CURRENT DATE	24,539,599	
	TOTAL FUND EQUITY		24,539,599
	TOTAL LIABILITIES AND EQUITY		24,557,801

TOWN OF SEVERANCE
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

WASTEWATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
REVENUE						
	<u>CHARGES FOR SERVICES</u>					
52-34-1000	WASTEWATER TREATMENT FEES	103,229	206,281	1,211,247	1,004,966	17.0
	TOTAL CHARGES FOR SERVICES	103,229	206,281	1,211,247	1,004,966	17.0
	<u>MISCELLANEOUS</u>					
52-36-3500	INTEREST AND DIVIDENDS	19,928	41,114		(41,114)	.0
52-36-3550	CHANGE IN MARKET VALUE	(73,524)	(24,167)		24,167	.0
	TOTAL MISCELLANEOUS	(53,596)	16,948		(16,948)	.0
	<u>WASTEWATER PLANT INVEST. FEE</u>					
52-38-7100	WASTEWATER PLANT INVEST. FEE	13,000	91,000		(91,000)	.0
	TOTAL WASTEWATER PLANT INVEST. FEE	13,000	91,000		(91,000)	.0
	TOTAL FUND REVENUE	62,632	314,229	1,211,247	897,019	25.9
EXPENDITURES						
	<u>WASTEWATER ADMINISTRATION</u>					
52-81-1100	REGULAR STAFF WAGES	1,008	1,511	13,100	11,589	11.5
52-81-1102	OVERTIME			125	125	.0
52-81-1104	RETIREMENT	30	45	393	348	11.5
52-81-1130	FICA/MEDICARE	77	116	1,002	886	11.5
52-81-1140	WORKERS COMPENSATION		90	500	410	18.0
52-81-1150	UNEMPLOYMENT	2	3	39	36	7.8
52-81-1160	HEALTH & LIFE INSURANCE	246	492	5,035	4,543	9.8
52-81-1161	DISABILITY INSURANCE	23	46	298	252	15.5
52-81-3162	CC FEES	2,125	2,125	18,000	15,875	11.8
52-81-3210	INSURANCE AND BONDS	78				.0
52-81-4330	COMPUTER SUPPORT AND MAINT	1,325	2,364	13,060	10,696	18.1
52-81-4345	MAILING SERVICE		613	11,800	11,187	5.2
	TOTAL WASTEWATER ADMINISTRATION	4,914	7,406	63,352	55,946	11.7

TOWN OF SEVERANCE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

WASTEWATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>WASTEWATER OPERATIONS</u>					
52-82-1100 REGULAR STAFF WAGES	16,268	24,946	247,223	222,277	10.1
52-82-1102 OVERTIME	175	1,088	1,000	(88)	108.8
52-82-1104 RETIREMENT	591	922	8,710	7,788	10.6
52-82-1130 FICA/MEDICARE	1,217	1,919	18,960	17,041	10.1
52-82-1140 WORKERS COMPENSATION		1,078	6,000	4,922	18.0
52-82-1150 UNEMPLOYMENT	33	52	744	692	7.0
52-82-1160 HEALTH & LIFE INSURANCE	3,394	6,956	53,300	46,344	13.1
52-82-1161 DISABILITY INSURANCE	294	624	4,614	3,990	13.5
52-82-2100 LEGAL FEES			20,000	20,000	.0
52-82-2400 ENGINEERING			5,000	5,000	.0
52-82-2410 DISCHARGE PERMIT FEES			1,500	1,500	.0
52-82-2900 OTHER PROFESSIONAL FEES	750	1,500	9,000	7,500	16.7
52-82-3110 UTILITIES	1,370	6,155	48,000	41,845	12.8
52-82-3150 TELEPHONE	229	451	2,400	1,949	18.8
52-82-3173 REPAIRS & MAINTENANCE - EQUIPM		1,291	5,010	3,719	25.8
52-82-3177 VEHICLE REPAIRS & MAINTENANCE		1,658	3,220	1,562	51.5
52-82-3178 SYSTEM REPAIR & MAINTENANCE	1,794	1,921	50,000	48,079	3.8
52-82-3200 SAMPLING/TESTING	379	379	8,000	7,621	4.7
52-82-3210 INSURANCE AND BONDS		4,476	13,750	9,274	32.6
52-82-3290 OTHER TREATMENT COSTS		14,750	180,000	165,250	8.2
52-82-3810 DUES/MEMBERSHIPS/SUBSCRIPTIONS		1,000	1,000		100.0
52-82-3820 CONTINUING EDUCATION	103	103	1,000	897	10.3
52-82-3990 OTHER SERVICES		64	8,000	7,936	.8
52-82-4120 SYSTEM SUPPLIES	1,537	4,660	15,000	10,340	31.1
52-82-4520 VEHICLE FUEL	900	2,099	13,000	10,901	16.2
52-82-4850 UNANTICIPATED EXP/CONTINGENCY			15,000	15,000	.0
52-82-4990 MISCELLANEOUS SUPPLIES	139	1,159	7,500	6,341	15.5
52-82-8200 ADMIN OVERHEAD ALLOCATION	8,034	15,193	128,740	113,547	11.8
TOTAL WASTEWATER OPERATIONS	37,208	94,445	875,671	781,226	10.8
<u>WASTEWATER CAPITAL</u>					
52-83-7500 CONSTRUCTION			350,000	350,000	.0
TOTAL WASTEWATER CAPITAL			350,000	350,000	.0
<u>WASTEWATER INVESTMENT EXPENSE</u>					
52-84-2100 LEGAL FEES	39	293		(293)	.0
52-84-7530 PROFESSIONAL SERVICES	248	422	57,378	56,956	.7
52-84-7570 WINDSOR/SEV. SEWER PROJECT			600,000	600,000	.0
TOTAL WASTEWATER INVESTMENT EXPEN	287	715	657,378	656,664	.1
TOTAL FUND EXPENDITURES	42,408	102,565	1,946,401	1,843,836	5.3

TOWN OF SEVERANCE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

WASTEWATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
NET REVENUE OVER EXPENDITURES	20,224	211,664	(735,154)	(946,818)	28.8

TOWN OF SEVERANCE
BALANCE SHEET
FEBRUARY 28, 2023

STORMWATER FUND

ASSETS

53-100000	CASH - COMBINED FUND	1,339,478	
53-115000	ACCOUNTS RECEIVABLE	17,961	
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		9,286,058

LIABILITIES AND EQUITY

LIABILITIES

53-202000	ACCOUNTS PAYABLE	225	
53-208510	ADVANCE FROM GENERAL FUND	40,000	
53-212000	ACCRUED COMPENSATED ABSENCES	4,522	
	TOTAL LIABILITIES		44,747

FUND EQUITY

53-273000	CONTRIBUTED CAPITAL	4,113,680	
	UNAPPROPRIATED FUND BALANCE:		
53-290000	RETAINED EARNINGS	5,177,619	
	REVENUE OVER EXPENDITURES - YTD	(49,988)	
	BALANCE - CURRENT DATE	5,127,631	
	TOTAL FUND EQUITY		9,241,311
	TOTAL LIABILITIES AND EQUITY		9,286,058

TOWN OF SEVERANCE
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

		STORMWATER FUND				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
REVENUE						
STORMWATER SYSTEM INVEST. FEE						
53-32-3000	STORMWATER / DRAINAGE FEE	2,000	14,000		(14,000)	.0
	TOTAL STORMWATER SYSTEM INVEST. FEE	2,000	14,000		(14,000)	.0
CHARGES FOR SERVICES						
53-34-1000	STORMWATER FEES	16,834	33,633	199,260	165,627	16.9
	TOTAL CHARGES FOR SERVICES	16,834	33,633	199,260	165,627	16.9
MISCELLANEOUS						
53-36-3500	INTEREST AND DIVIDENDS	2,296	4,658		(4,658)	.0
53-36-3550	CHANGE IN MARKET VALUE	(8,242)	(2,738)		2,738	.0
	TOTAL MISCELLANEOUS	(5,947)	1,920		(1,920)	.0
	TOTAL FUND REVENUE	12,887	49,553	199,260	149,707	24.9
EXPENDITURES						
ADMINISTRATION						
53-81-1100	REGULAR STAFF WAGES	605	907	7,860	6,953	11.5
53-81-1102	OVERTIME			75	75	.0
53-81-1104	RETIREMENT	18	27	236	209	11.5
53-81-1130	FICA/MEDICARE	46	69	601	532	11.5
53-81-1140	WORKERS COMPENSATION		54	300	246	18.0
53-81-1150	UNEMPLOYMENT	1	2	24	22	7.5
53-81-1160	HEALTH & LIFE INSURANCE	148	295	3,021	2,726	9.8
53-81-1161	DISABILITY INSURANCE	14	28	179	151	15.5
53-81-3210	INSURANCE AND BONDS	47				.0
	TOTAL ADMINISTRATION	878	1,382	12,296	10,914	11.2

TOWN OF SEVERANCE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

STORMWATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>STORMWATER OPERATIONS</u>					
53-82-1100 REGULAR STAFF WAGES	4,973	7,584	81,921	74,337	9.3
53-82-1102 OVERTIME		161	500	339	32.3
53-82-1104 RETIREMENT	149	232	2,457	2,225	9.5
53-82-1130 FICA/MEDICARE	369	570	6,267	5,697	9.1
53-82-1140 WORKERS COMPENSATION		359	2,000	1,641	18.0
53-82-1150 UNEMPLOYMENT	10	16	246	230	6.3
53-82-1160 HEALTH & LIFE INSURANCE	1,031	2,128	18,581	16,453	11.5
53-82-1161 DISABILITY INSURANCE	82	182	1,583	1,401	11.5
53-82-3150 TELEPHONE	72	126	500	374	25.2
53-82-3173 REPAIRS & MAINTENANCE - EQUIPM			5,860	5,860	.0
53-82-3177 VEHICLE REPAIRS & MAINTENANCE			1,060	1,060	.0
53-82-3178 SYSTEM REPAIR & MAINTENANCE			1,000	1,000	.0
53-82-3210 INSURANCE AND BONDS		1,584	4,865	3,281	32.6
53-82-3820 CONTINUING EDUCATION	4	4	(	4)	.0
53-82-3990 OTHER SERVICES			1,350	1,350	.0
53-82-4520 VEHICLE FUEL	160	309	2,000	1,691	15.5
53-82-8100 INTERFUND LOAN - PRINCIPAL	596	596	4,850	4,254	12.3
53-82-8101 INTERFUND LOAN - INTEREST	150	150	1,347	1,197	11.1
53-82-8200 ADMIN OVERHEAD ALLOCATION	2,843	5,376	45,554	40,178	11.8
TOTAL STORMWATER OPERATIONS	10,439	19,378	181,941	162,563	10.7
<u>STORMWATER CAPITAL</u>					
53-83-2100 LEGAL FEES	59	59	(	59)	.0
53-83-7000 CAPITAL OUTLAY		78,723	80,000	1,278	98.4
TOTAL STORMWATER CAPITAL	59	78,781	80,000	1,219	98.5
TOTAL FUND EXPENDITURES	11,376	99,541	274,237	174,696	36.3
NET REVENUE OVER EXPENDITURES	1,512	(49,988)	(74,977)	(24,989)	(66.7)

TOWN OF SEVERANCE
BALANCE SHEET
FEBRUARY 28, 2023

CAPITAL PROJECTS

ASSETS

75-100000	CASH – COMBINED FUND	(	64,967)	
	TOTAL ASSETS		(	64,967)

LIABILITIES AND EQUITY

LIABILITIES

75-202000	ACCOUNTS PAYABLE		118,863	
75-205000	RETAINAGE PAYABLE		25,748	
	TOTAL LIABILITIES			144,611

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:			
75-290000	FUND BALANCE		15,212	
	REVENUE OVER EXPENDITURES - YTD	(	224,790)	
	BALANCE - CURRENT DATE	(	209,578)	
	TOTAL FUND EQUITY		(	209,578)
	TOTAL LIABILITIES AND EQUITY		(	64,967)

EXPENDITURES

ADMINISTRATION - CIP

75-44-7000	CAPITAL OUTLAY		225,000	225,000	.0
	TOTAL ADMINISTRATION - CIP		225,000	225,000	.0

PUBLIC SAFETY - CIP

75-51-2400	ENGINEERING		350,000	350,000	.0
75-51-7500	CONSTRUCTION		2,642,334	2,642,334	.0
	TOTAL PUBLIC SAFETY - CIP		2,992,334	2,992,334	.0

STREETS/MAINTENANCE - CIP

75-61-7000	CAPITAL OUTLAY	78,723	185,000	106,278	42.6
75-61-7400	OVERLAYS AND CHIPSEALS		765,000	765,000	.0
	TOTAL STREETS/MAINTENANCE - CIP	78,723	950,000	871,278	8.3

TOWN OF SEVERANCE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

CAPITAL PROJECTS

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>PUBLIC WORKS OVERHEAD - CIP</u>					
75-64-7000	CAPITAL OUTLAY	645	645	543,000	542,355	.1
75-64-7500	CONSTRUCTION			70,000	70,000	.0
	TOTAL PUBLIC WORKS OVERHEAD - CIP	645	645	613,000	612,355	.1
	<u>PARKS/GREEN SPACE - CIP</u>					
75-65-2100	LEGAL FEES			25,000	25,000	.0
75-65-2400	ENGINEERING	(9,743)	7,665	250,000	242,335	3.1
75-65-7000	CAPITAL OUTLAY		44,402	110,000	65,598	40.4
75-65-7500	CONSTRUCTION	93,356	93,356	584,735	491,379	16.0
	TOTAL PARKS/GREEN SPACE - CIP	83,613	145,422	969,735	824,313	15.0
	<u>COMMUNITY DEVELOPMENT - CIP</u>					
75-70-2100	LEGAL			10,000	10,000	.0
75-70-2400	ENGINEERING			75,000	75,000	.0
	TOTAL COMMUNITY DEVELOPMENT - CIP			85,000	85,000	.0
	TOTAL FUND EXPENDITURES	84,258	224,790	5,835,069	5,610,279	3.9
	NET REVENUE OVER EXPENDITURES	(84,258)	(224,790)	(5,835,069)	(5,610,279)	(3.9)

TOWN OF SEVERANCE
BALANCE SHEET
FEBRUARY 28, 2023

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
FEBRUARY 28, 2023

GENERAL LONG-TERM DEBT GROUP

ASSETS

90-170000	AMOUNT TO BE PROVIDED	128,600	
	TOTAL ASSETS		128,600

LIABILITIES AND EQUITY

LIABILITIES

90-250000	ACCRUED LEAVE	125,949	
90-252000	CAPITAL LEASE PAYABLE	2,651	
	TOTAL LIABILITIES		128,600
	TOTAL LIABILITIES AND EQUITY		128,600

To the members of the Town of Severance Town Council:

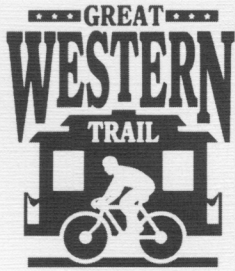
The Town of Severance Planning Commission is a 7 member recommending body to the Town Council. It consists of 1 chairperson, 1 vice chair, and 5 members. Here are the current commission members and their terms.

Julie Stout	Chair	June 2025
Derek Grimes	Vice Chair	June 2025
Zack Goodell	Commissioner	June 2023
Joe Pirrone	Commissioner	June 2025
David Rau	Commissioner	June 2023
Terence Hennessy	Commissioner	June 2023
Brittany Vandermark	Commissioner	June 2025

Since the last advisory report, the Town Council approved a change to the Planning Commission, making us a 7 member commission. We were lucky to get Commissioner Vandermark to volunteer her time to us, after her time on the Land Use Advisory Committee, and Commissioner Hennessy moved from alternate to full member. It will be nice to have more voices, experiences and observations.

Since July of 2022, the Planning Commission has been working on all the Land Use revisions with the help of the Land Use Committee, looking at the Moody Development and the BHS Solar project.

On August 23rd, we had a joint meeting with the Town Council, where Commissioners Rau and Stout discussed with the Council how we thought the Planning Commission was going and to discuss the 7 member Commission idea.



Great Western Trail Authority

Post Office Box 339
Severance, CO 80546
gwtrail.com

TO: Severance Town Board

FROM: Tom Jones, Chr
Great Western Trail Authority (GWTA)

RE: Great Western Trail Report

DATE: 3-20-23

Construction of Phase 2, the final 1.5-mile segment of the Great Western Trail, began March 7th. This segment extends from CR 23 eastward to Roullard Lake. Rough grading has been completed for the entire distance. Also, an old culvert has been replaced and crews are installing a new irrigation siphon near the Roullard Lateral Ditch that passed under the old railroad bed and serves some of the adjacent farms.

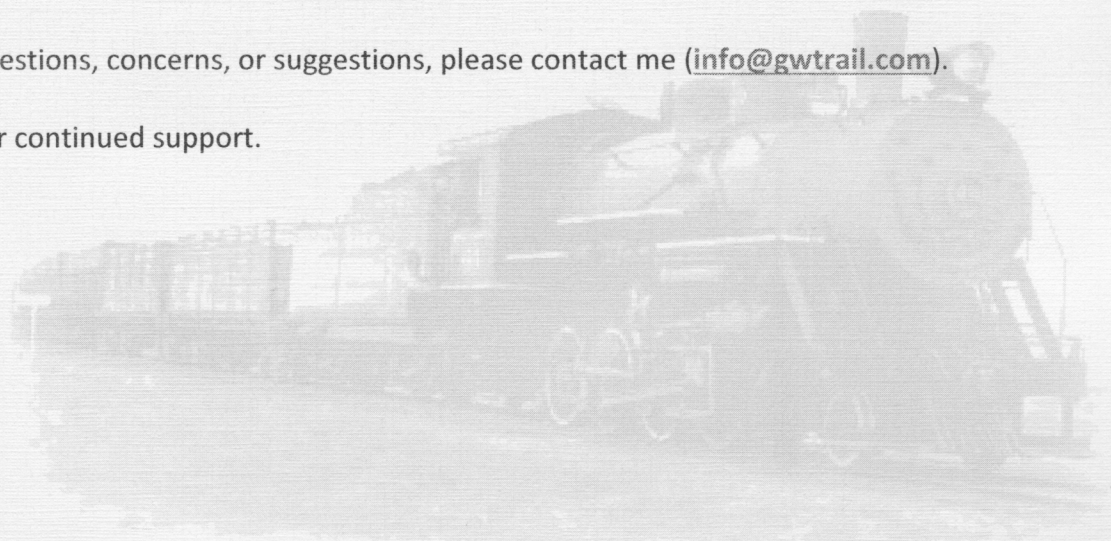
It's anticipated that most of the trail itself will be completed in the next 3 weeks. The installation of a new bridge over the Roullard Lateral will finalize the project. Unfortunately, it appears that delivery of the bridge may be delayed, possibly until summer. When the bridge is put in place, the entire 11-mile Great Western Trail between Windsor and Eaton will be complete. We are hoping to have a ribbon cutting this summer or early fall.

Once the trail is finished, the GWTA's next focus will be on the construction of trailheads. We will need to determine the best locations and then seek grant funding.

The Great Western Trail Foundation (GWTF) is seeking to increase the membership on its board from 3 members to 7. The Foundation is a non-profit that was created to accept tax deductible donations for future trail capital projects. If you know of anyone who may be interested, please contact Steve Wrenn, Chairman, GWTF (jswrenn@msn.com).

If you have any questions, concerns, or suggestions, please contact me (info@gwtrail.com).

Thank you for your continued support.



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BOULDER, COLORADO 80301

WILLIAM P. HAYASHI
MARY LYNN MACSALKA
MARSHALL KEITH MARTIN

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

Town Attorney's Office Report
February 2023

TO: Mayor and Town Council
COPY TO: Nicholas Wharton, Town Manager
Lindsay Radcliff-Coombes, Deputy Town Manager
FROM: Mary Lynn Macsalka and Keith Martin, Office of the Town Attorney
DATE: March 20, 2023

General Updates:

- Chapter 16 Updates
 - Assisted Town Management in preparing draft ordinance pertaining to non-residential commercial and office design and development standards.

Capital Projects:

- Elevated Water Tank
 - Assisted Town Management in preparing and reviewing a construction contract to be awarded to Landmark Structures I.
- NISP
 - No new updates.

Planning:

- Clearview Library
 - Continue to assist Planning staff in reviewing subdivision and site plan development applications.
- BHS Solar UAR/Site Plan and Variance Requests

- Continue to assist Planning staff in reviewing use by additional review/site plan development and variance applications, and in preparing site plan development agreement.
- Saddler Ridge Metro District IGA Amendment
 - Assisted Planning staff in preparing amendments to existing IGA and License Agreements between the Town and the Metro District to accommodate District's request that Town assume financial responsibility for certain roadway/signage maintenance obligations.
- Ziggi's
 - Continue to assist Planning staff in reviewing site plan development application.

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

Issued Permits by Permit Type

Severance

02/01/2023 - 02/28/2023

Commercial One Stop	Permits Issued	Valuation	Fees Paid
Misc. Mechanical, Plumbing or Electrical - Commercial	1	\$2,500.00	\$190.00
Subtotals:	1	\$2,500.00	\$190.00

Residential New	Permits Issued	Valuation	Fees Paid
Detached Single Family	2	\$493,440.66	\$85,740.65
Subtotals:	2	\$493,440.66	\$85,740.65

Issued Permits by Permit Type

Severance

02/01/2023 - 02/28/2023

Residential One Stop	Permits Issued	Valuation	Fees Paid
AC/Furnace Combination - Residential	1	\$15,159.00	\$442.86
Misc. Mechanical, Plumbing or Electrical - Residential	1	\$957.13	\$162.23
Replacement Windows - Residential	4	\$77,855.00	\$1,801.39
Residential Roof - Asphalt	13	\$152,302.77	\$3,911.46
Water Heater - Residential	1	\$1,920.00	\$124.56
Subtotals:	20	\$248,193.90	\$6,442.50

Issued Permits by Permit Type

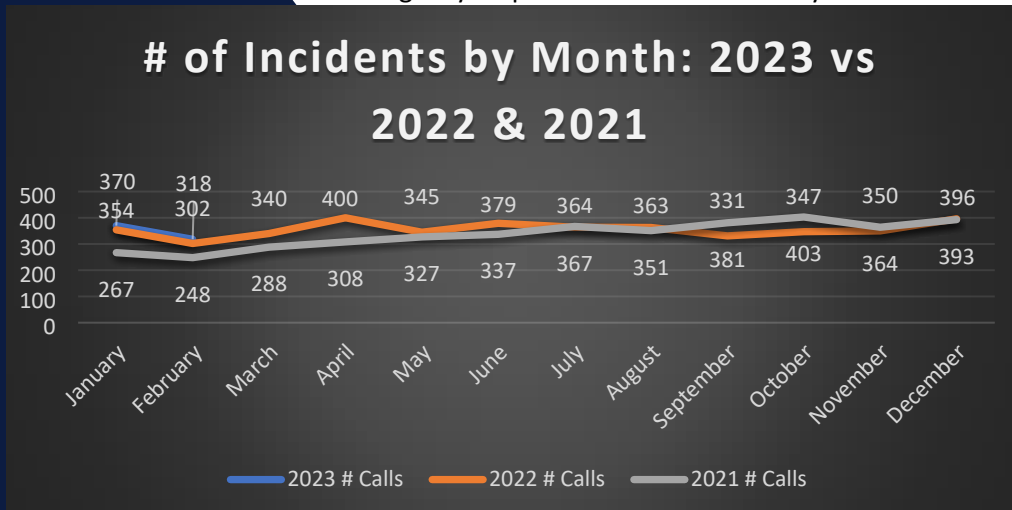
Severance

02/01/2023 - 02/28/2023

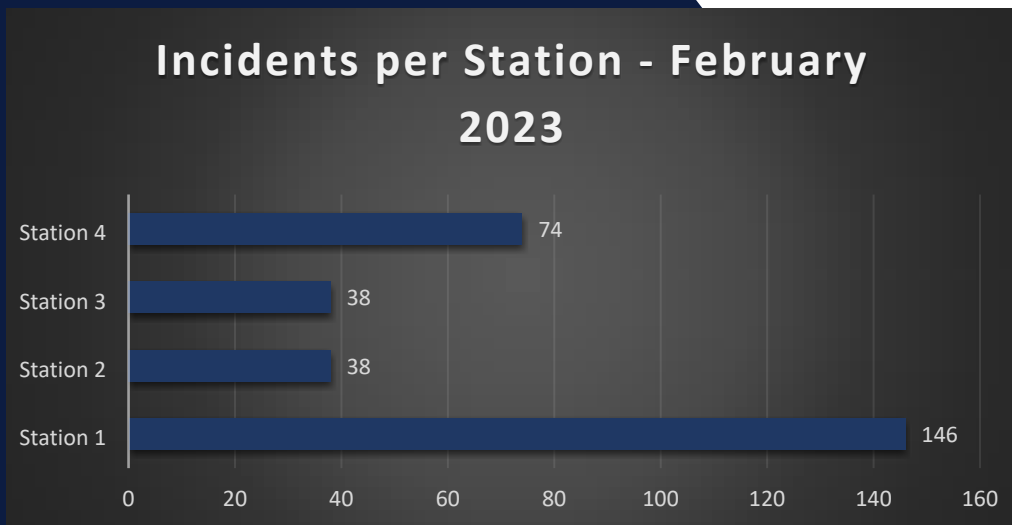
Totals:	23	\$744,134.56	\$92,373.15
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MAJOR INCIDENT TYPE	# INCIDENTS				
	Jan	Feb	YTD 2023	YTD 2022	YTD 2021
Fires	4	4	8	8	11
Overpressure rupture, explosion, overhear - no fire	0	1	1	2	0
Rescue & Emergency Medical Service	248	199	447	448	368
Hazardous Condition (No Fire)	9	15	24	7	12
Service Call	46	32	78	45	28
Good Intent Call	35	34	69	90	57
False Alarm & False Call	28	33	61	56	38
Severe Weather & Natural Disaster	0	0	0	0	0
Special Incidents	0	0	0	0	1
TOTAL	370	318	688	656	515
Mutual Aid/Auto Aid Given	6	6	12	25	14
Mutual Aid/Auto Aid Received	4	3	7	18	2

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.



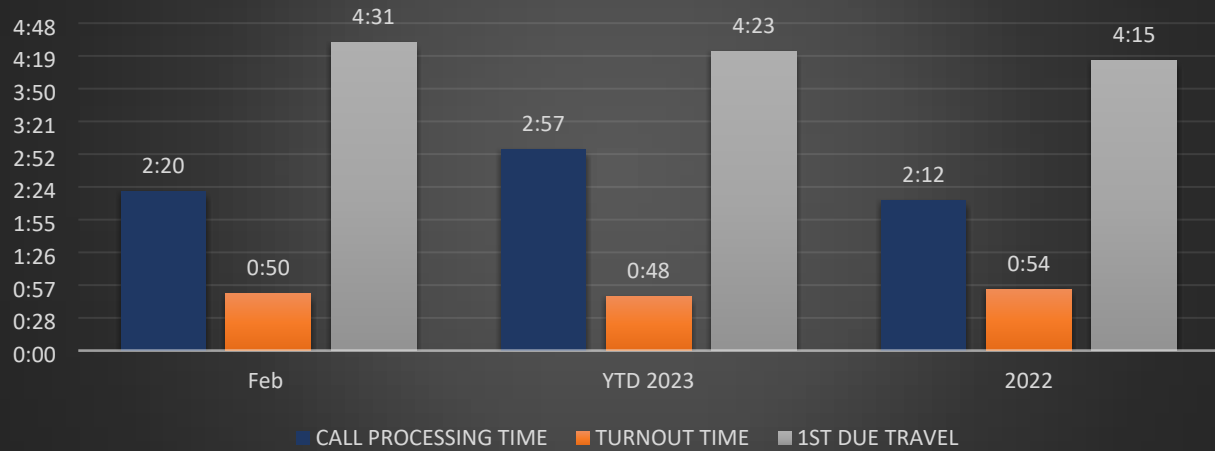
WSFR tracks incidents by the location of the incident based on which station is the closest.



WSFR Response Report: March 2023

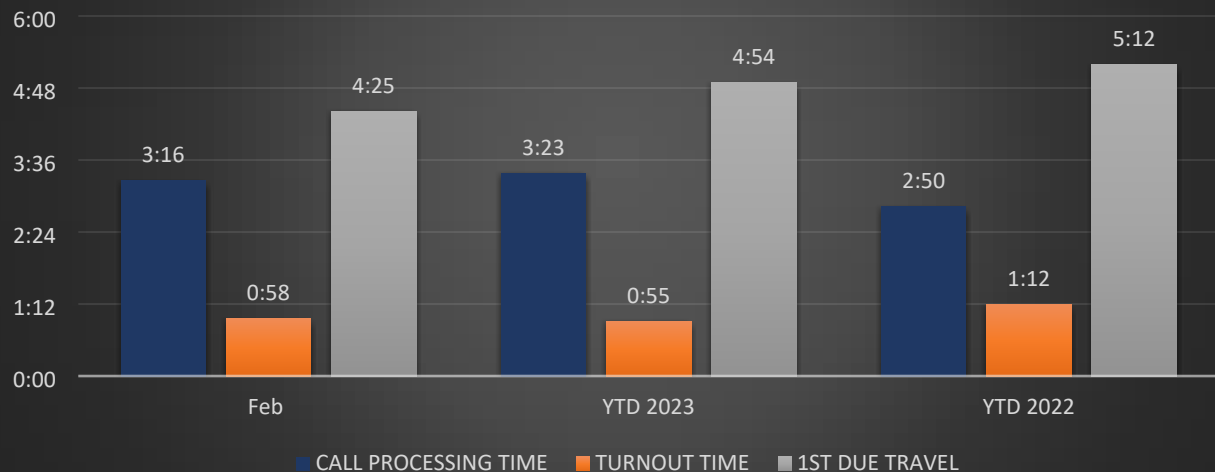


Average Response Times for Emergent EMS/MVA - February 2023



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 - February 2023



WSFR Response Report: March 2023



Finance Director Report

Nancy E. Mueller, CPA
March 19, 2023

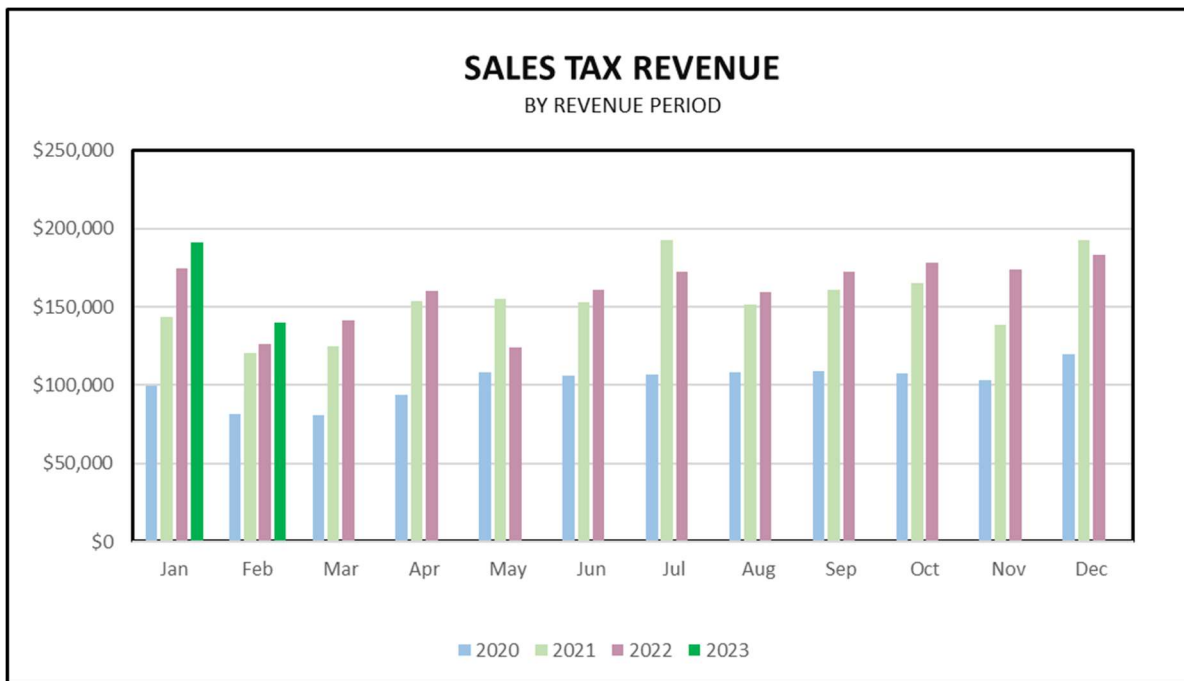


Sales Tax Revenues

Sales tax revenues are off to a good start with both January and February 11% higher than the corresponding revenue periods in 2022. The January revenue period is for December “shopping” and the February revenue period is for January “shopping”.

January 2023 Revenue Period = \$191,319

February 2023 Revenue Period = \$139,732



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

Property Tax Revenues

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

PROPERTY TAX COLLECTIONS								
	2020		2021		2022		2023	
Month	\$ YTD	% Budget	\$ YTD	% Budget	\$ YTD	% Budget	\$ YTD	% Budget
Feb	385,394	27%	420,205	32%	606,178	34%	640,829	34%

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

March Community and Economic Development Engineering Report



Bill Cornelius, PE, Community Development Director

Abdul Barzak, Town Planner

Chris Messersmith, PE - Colorado Civil Group, Inc. (CCG)

Shar Shadowen, PE - Colorado Civil Group, Inc. (CCG)

March 28, 2023

Capital Improvement Projects

SH 392 – WCR 23 Intersection Improvements

Four (4) bids for the SH 392 – WCR 23 Intersection Improvements project were submitted on March 10, 2023. The bid results and recommendation will be presented to Town Council on March 28, 2023. Work orders for the procurement of the traffic signal equipment (poles, mast arms, signal cabinet and controller) were sent to the vendors in mid-January to get the equipment ordered. The controller was received on March 10, 2023. The poles and mast arms are anticipated to be delivered near the end of May, and the cabinet delivery is estimated mid July. Town staff will be selecting consultants to provide construction management and inspection services and material testing services. Construction is anticipated to begin in April 2023, with completion in August 2023, and project closeout in December 2023.

E Harmony Road – WCR 19 Intersection Improvements

Drexel, Barrell & Co. (DBC) submitted the 90% construction drawing package on January 18th. CCG is reviewing the submittal package with Town staff and will issue comments and coordinate with the referral agencies. The acquisition of the 800 square feet of additional right-of-way in the southeast quadrant of the intersection was approved by the Town Council on January 24, 2023, and possession will occur 90 days from this date (April 24, 2023). Town staff has been informed that the construction of this project may be fully paid for using BG allocation funding. This project will not be advertised for bid until a decision on the STBG allocation funding is finalized and all additional approvals and clearances, if required, have been obtained. Staff will continue to work NFRMPO on potential requirements and timeline for grant funds and will bring updates to Town Council as received.

CDOT TAP/MMOF Trail Project

Mountain Constructors, Inc. (MCI) re-mobilized on March 20th to begin wrapping up the construction of the trail and outstanding items. The poles for the flashing beacon signal crossings at First Street and Tinsman Avenue are still backordered and a delivery date has not been provided by the manufacturer. We are anticipating that the flashing beacons can be installed in April. Sprinkler repair and sod placement will occur once the irrigation system has been turned on in the park, anticipated the first week in May. We anticipate construction will be completed by mid May.

Community Park Phases 2 & 3

Water service for the CXT restroom is anticipated to be provided by The Town of Severance South Water Line Loop Capital Improvement Project and/or the Waterfowl Way Extension (Tailholt Subdivision Fourth Filing) when completed. Obtaining a water service from the NWCWD is not likely.

Secondary Water Connection/Supply

Town staff has completed a draft IGA document and plans to meet with City of Greeley staff to discuss operational parameters related to the water system secondary connection (i.e. emergency connection). CCG has prepared the secondary connection supporting (operation/sizing) calculations.

Water System Monitoring

CCG has been working with Town staff and the NWCWD staff on a weekly basis to monitor the Town's water distribution system and performance (pressure and flowrates) continuously since June 5, 2022. The Town's Maximum Day Demand (MDD) of 1.20 MGD was observed on July 17, 2022. CCG has been working with the Public Works Department and the NWCWD to make seasonal adjustments to Master Meters No. 1 and No. 2 to meet water quality requirements.

NWCWD Amended and Restated Water Service Agreement/Potable Water System Master Plan

CCG has completed the potable water system hydraulic modeling for the full build out of the Town of Severance's water service area. Data has been requested of Stantec/NWCWD at the Master Meter No. 1 location. Future upgrades to Master Meter No. 1 will allow the Town of Severance to serve the full build out of the water service area. On January 6, 2023, Stantec confirmed that they have all the information they need from the Town of Severance. Once a response is provided by Stantec/NWCWD, CCG will coordinate with Town Management on the final Potable Water System Master Plan since it is unknown, at this time, what additional capacity the NWCWD can provide to the Town of Severance. According to Town Management, Stantec/NWCWD will not respond until their water system master plan is complete.

1.5 MG Elevated Water Tank

The 1.5 MG Elevated Water Tank project was awarded to Landmark Structures I, LP by Town Council on February 28, 2023. Site work is anticipated to begin in April 2023 and continue through November 2024. The 1.5 MG Elevated Water Tank is anticipated to be commissioned by October 31, 2024.

Wastewater Projections

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

CCG submitted the wastewater (building permit) projections over the next 20+ years to Town Management on for review on December 14, 2022.

DEVELOPMENT REVIEW UPDATES

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

- **Severance Storage** (Annexation/Zoning/Site Plan) – Applicant has submitted to annex, zone, and continue use on additional annexed property. Town staff is currently reviewing, and stakeholders have been notified. Staff will bring updates to Council as they become available.
- **Ziggi's Severance** (9843 E. Harmony Road) – Applicant has submitted a commercial project or site plan, however, the applicant has requested a continuance as they re-visit the layout. Once resubmitted Town staff will review, and notify per code. Staff will bring updates to Council as they become available.
- **Clearview Library** (5 S. Timber Ridge Parkway) – Applicant has submitted Site Plan, Town Staff is currently reviewing, stakeholders have been notified. Staff will bring updates to Council as they become available.
- **Moody Subdivision** (Preliminary Plat) – The Applicant has submitted a preliminary plat for the Moody project. The preliminary plat will contemplate the single-family residential only. The commercial frontage, school site, and multi-family approved with the concept plan will remain as tracts for future development with this submittal. Town staff is reviewing and will bring updates to Council as they become available.
- **Legacy Farm** (Concept Plan/Annexation) – An applicant has approached Town staff and is asking Town Council if the Town of Severance would like to pursue annexation at the March 28th meeting. Staff will provide additional information during the March 28th Work Session.

Police Chief Report

Jim Gerdeman, Chief of Police

February 2023



Projects Updates

- The Town of Severance Human Resources and the Severance Police Department are working hard to increase recruitment for the two Police Officer positions and the one Sergeant position. Four new officer candidates participated in oral boards on February 28. Three candidates were moved into the background investigation phase.
- Severance Police Officer, Connor Stecker, was hired on February 6, 2023. Officer Connor Stecker completed a two-week in-house training academy and was then assigned to attend the Weld County Sheriff's Office Field Training Program until the end of March.

Community Support and Relations

- The Weld RE-4 school district asked the Chief of Police to assist with the new Weld RE-4 Director of Safety and Security selection process on February 10, 2023. The Weld RE-4 school district had several great candidates, and they hired Kraig Bergner as the new Director of Safety & Security.
- The Clearview Library District and the Severance Police Department worked together for Story Time with a Cop on February 14, 2023, at the Severance Town Hall. The officers assisted with reading two books and gave the children a tour of a Severance Police car.

2023 February Report Management System / (RMS)Report

The Severance Police Department had the following for the month.

- 28 written reports
- 6 arrests
- 14 citations
- 137 warnings

2023 February Computer Aided Dispatching / (CAD)Report

The charts will provide an overview of the Severance Police Department's activities from February 1 to February 28, 2023.

1. Chart #1 represents the Severance Police Department's monthly calls for service activity report. The police department took 454 calls for service.
2. Chart #2 represents the Severance Police Department's monthly calls for service by the time of day. The chart displays the hours and the priority level for each call for service for the month. The times with the highest number of calls for service are after 8:00 AM and before 7:00 PM.

Chart 1

Priority	Description
1	Critical
2	High
3	Medium
4	Low
5	General Services
6	Planned
7	Weather
8	Informational
9	Traffic / CC
10	Civil / Home

	Priority										
Incident Type	1	2	3	4	5	6	7	8	9	10	Total
1 Patrol	0	0	0	0	0	0	0	0	0	0	0
Active Assailant	0	0	0	0	0	0	0	0	0	0	0
Aggressive Animal At Large	0	0	3	0	0	0	0	0	0	0	3
Aircraft - inflight emergency	0	0	0	0	0	0	0	0	0	0	0
Aircraft - downed aircraft	0	0	0	0	0	0	0	0	0	0	0
Animal At Large	0	0	0	11	0	0	0	0	0	0	11
Animal Complaint	0	0	0	22	0	0	0	0	0	0	22
Assault	0	0	0	3	0	0	0	0	0	0	3
Assault - NJC	0	0	0	0	0	0	0	0	0	0	0
Assist Other Agency	0	0	0	0	8	0	0	0	0	0	8
Attempt Suicide	0	0	0	0	0	0	0	0	0	0	0
Bar Check	0	0	0	0	0	0	0	0	0	0	0
Bomb Threat	0	0	0	0	0	0	0	0	0	0	0
Building Collapse	0	0	0	0	0	0	0	0	0	0	0
Burglary	0	0	0	0	0	0	0	0	0	0	0
Burglary Alarm	0	0	6	0	0	0	0	0	0	0	6
Burglary In-Progress	0	0	0	0	0	0	0	0	0	0	0
Check Wellbeing	0	0	14	0	0	0	0	0	0	0	14
Code Violation	0	0	0	0	99	0	0	0	0	0	99
Commercial Structure Fire	0	0	0	0	0	0	0	0	0	0	0
Disturbance	0	9	0	0	0	0	0	0	0	0	9
Disturbance With Weapons	1	0	0	0	0	0	0	0	0	0	1
Drug Related Activity	0	0	0	6	0	0	0	0	0	0	6
Explosion	0	0	0	0	0	0	0	0	0	0	0
Fireworks Complaint	0	0	0	0	0	0	0	0	0	0	0
Follow Up	0	0	0	0	56	0	0	0	0	0	56
Hangup	0	0	1	0	0	0	0	0	0	0	1
Harass	0	0	0	7	0	0	0	0	0	0	7
Hazmat	0	0	0	0	0	0	0	0	0	0	0
Hold Up Alarm	0	1	0	0	0	0	0	0	0	0	1
ICCS	0	0	0	0	0	0	0	0	0	0	0
Kidnapping	0	0	0	0	0	0	0	0	0	0	0
Large Vegetation Fire	0	0	0	0	0	0	0	0	0	0	0
Loud Party	0	0	0	1	0	0	0	0	0	0	1
Mauling	0	0	0	0	0	0	0	0	0	0	0
Medical	0	0	8	0	0	0	0	0	0	0	8
Medical Assist	0	0	1	0	0	0	0	0	0	0	1
Medical Assist - Echo	0	0	0	0	0	0	0	0	0	0	0
Meet	0	0	0	0	38	0	0	0	0	0	38
Message	0	0	0	0	2	0	0	0	0	0	2
Missing Adult	0	0	0	0	0	0	0	0	0	0	0
Missing Child	0	2	0	0	0	0	0	0	0	0	2
Multi Family Structure Fire	0	0	0	0	0	0	0	0	0	0	0
No Response / On View	0	0	0	0	27	1	0	1	59	6	94
Noise Complaint	0	0	0	3	0	0	0	0	0	0	3
Oil and Gas Fire	0	0	0	0	0	0	0	0	0	0	0
Person Locked in Vehicle	0	0	0	0	0	0	0	0	0	0	0
Property	0	0	0	0	0	0	0	0	0	0	0
Request for Backup	0	0	0	0	0	0	0	0	0	0	0
Request for Supervisor	0	0	0	0	4	0	0	0	0	0	4
Residential Structure Fire	0	0	0	0	0	0	0	0	0	0	0

Chart 1

Restraining Order Violation	0	0	0	1	0	0	0	0	0	0	1
Robbery	0	0	0	0	0	0	0	0	0	0	0
Robbery In-Progress	0	0	0	0	0	0	0	0	0	0	0
ROV In-Progress	0	0	0	0	0	0	0	0	0	0	0
Runaway Juvenile	0	0	0	1	0	0	0	0	0	0	1
Runaway Vehicle	0	0	0	0	0	0	0	0	0	0	0
Sex Offender Registration	0	0	0	0	1	0	0	0	0	0	1
Sex Offense	0	0	2	0	0	0	0	0	0	0	2
Sex Offense In-Progress	0	0	0	0	0	0	0	0	0	0	0
Shooting	0	0	0	0	0	0	0	0	0	0	0
Shooting - pt at hospital	0	0	0	0	0	0	0	0	0	0	0
Shots Fired	0	0	0	0	0	0	0	0	0	0	0
Small Vegetation Fire	0	0	0	0	1	0	0	0	0	0	1
Stabbing	0	0	0	0	0	0	0	0	0	0	0
Stabbing - pt at hospital	0	0	0	0	0	0	0	0	0	0	0
Stolen Vehicle	0	0	0	0	0	0	0	0	0	0	0
Stolen Vehicle In-Progress	0	0	0	0	0	0	0	0	0	0	0
Subject With A Warrant	0	0	0	2	0	0	0	0	0	0	2
Suspicious	0	0	15	0	0	0	0	0	0	0	15
Theft	0	0	0	3	0	0	0	0	0	0	3
Theft In-Progress	0	0	0	0	0	0	0	0	0	0	0
Traffic Accident	0	0	1	0	0	0	0	0	0	0	1
Traffic Accident - commercial	0	0	0	0	0	0	0	0	0	0	0
Traffic Accident - extricate	0	0	0	0	0	0	0	0	0	0	0
Traffic Accident Hit and Run	0	0	0	2	0	0	0	0	0	0	2
Traffic Accident Unknown Inj.	0	0	4	0	0	0	0	0	0	0	4
Traffic Accident with Inj.	0	0	0	0	0	0	0	0	0	0	0
Traffic Complaint	0	0	0	8	0	0	0	0	0	0	8
Traffic Hazard	0	0	1	0	0	0	0	0	0	0	1
Trespass	0	0	0	0	0	0	0	0	0	0	0
Trespass In-Progress	0	0	0	0	0	0	0	0	0	0	0
Unwant	0	0	1	0	0	0	0	0	0	0	1
Vandalism	0	0	0	4	0	0	0	0	0	0	4
Vandalism In-Progress	0	0	0	0	0	0	0	0	0	0	0
Vehicle Fire - commercial	0	0	0	0	1	0	0	0	0	0	1
Vehicle Fire - passenger	0	0	0	0	0	0	0	0	0	0	0
Vin Inspection	0	0	0	0	6	0	0	0	0	0	6
Total	1	12	57	74	243	1	0	1	59	6	454

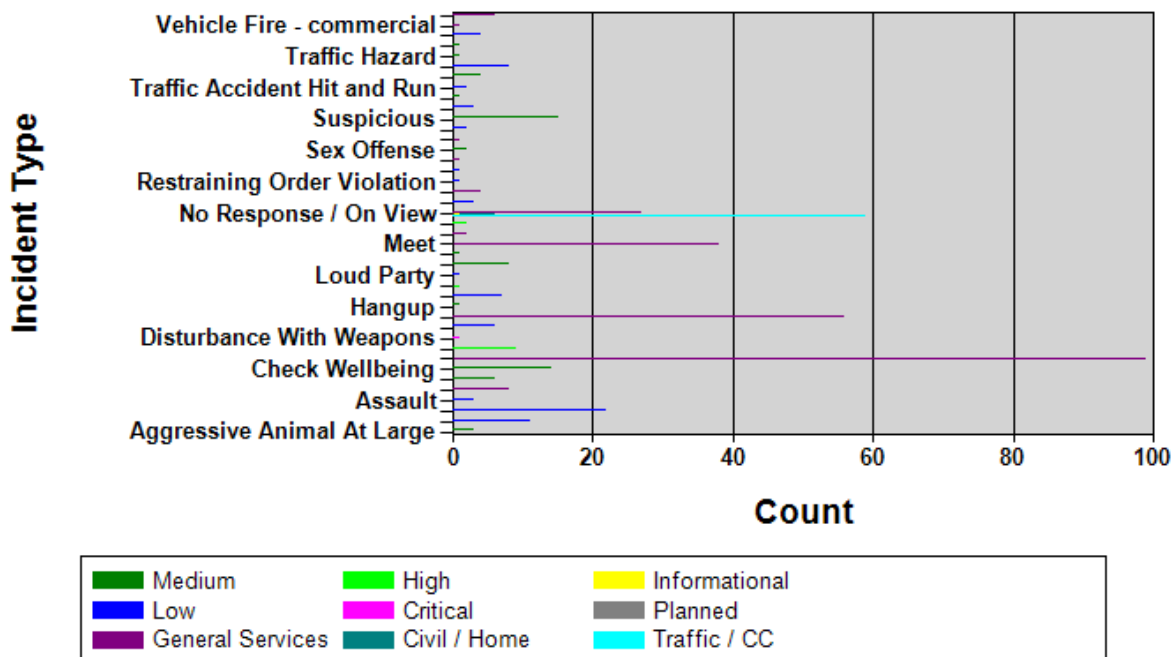
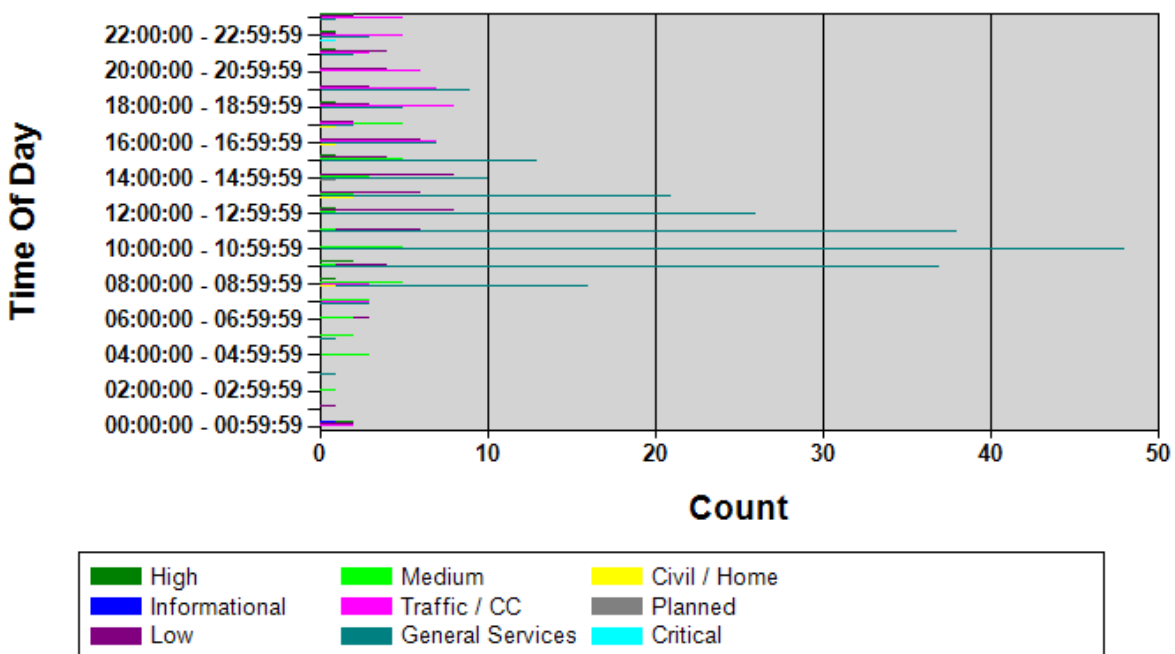


Chart 2

Priority	Description
1	Critical
2	High
3	Medium
4	Low
5	General Services
6	Planned
7	Weather
8	Informational
9	Traffic / CC
10	Civil / Home

	Priority										
Time Of Day	1	2	3	4	5	6	7	8	9	10	Total
00:00:00 - 00:59:59	0	2	1	2	0	0	0	1	2	0	8
01:00:00 - 01:59:59	0	0	0	1	0	0	0	0	0	0	1
02:00:00 - 02:59:59	0	0	1	0	0	0	0	0	0	0	1
03:00:00 - 03:59:59	0	0	0	0	1	0	0	0	0	0	1
04:00:00 - 04:59:59	0	0	3	0	0	0	0	0	0	0	3
05:00:00 - 05:59:59	0	0	2	0	1	0	0	0	0	0	3
06:00:00 - 06:59:59	0	0	2	3	0	0	0	0	0	0	5
07:00:00 - 07:59:59	0	0	3	0	3	0	0	0	3	0	9
08:00:00 - 08:59:59	0	1	5	2	16	0	0	0	3	1	28
09:00:00 - 09:59:59	0	2	1	4	37	0	0	0	1	0	45
10:00:00 - 10:59:59	0	0	5	5	48	0	0	0	0	0	58
11:00:00 - 11:59:59	0	0	1	6	38	0	0	0	0	0	45
12:00:00 - 12:59:59	0	1	1	8	26	0	0	0	3	0	39
13:00:00 - 13:59:59	0	0	2	6	21	0	0	0	1	2	32
14:00:00 - 14:59:59	0	0	3	8	10	1	0	0	1	1	24
15:00:00 - 15:59:59	0	1	5	4	13	0	0	0	2	0	25
16:00:00 - 16:59:59	0	0	3	6	7	0	0	0	7	1	24
17:00:00 - 17:59:59	0	0	5	2	2	0	0	0	2	1	12
18:00:00 - 18:59:59	0	1	1	3	5	0	0	0	8	0	18
19:00:00 - 19:59:59	0	0	3	3	9	0	0	0	7	0	22
20:00:00 - 20:59:59	0	0	3	4	0	0	0	0	6	0	13
21:00:00 - 21:59:59	0	1	1	4	2	0	0	0	3	0	11
22:00:00 - 22:59:59	1	1	3	1	3	0	0	0	5	0	14
23:00:00 - 23:59:59	0	2	3	2	1	0	0	0	5	0	13
Total	1	12	57	74	243	1	0	1	59	6	454





Town of Severance

Monthly Activity Report

March 2023

Severance Building Department
3 Timber Ridge Pkwy
Severance CO 80550

Severance Building Department Update 2/20/2023-3/20/2023

New Single Family permits - 4
Residential Alteration permits – 13
Residential roof permits – 9
Residential solar permits – 4
Basement finish permits - 6

New Residential pass/fail ratio – 54.07%

Residential alterations pass/fail ratio – 71.72%

Tenant finish permit was issued for Dominos Pizza

Russ Weber

Town of Severance, Building Official

Public Work Director Report

John Zacklene

Mar 21, 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 an Emergency Response Plan with Dave Lewis from Direct Discharge for our town's water supply. Water tank roof repairs have been pushed out until 4/2023. Water tank will be painted at this time as well. State inspection on the water tanks went well.

Jetting- Sewer main jetting of the entire town will begin in 2023 again. There was approximately 40 miles of main line to be cleaned. We have approximately 5 hot spots to watch for. The pipe between ponds 1&2 has been jetted due to poor performance and build up. Water valve exercise is ongoing throughout the town and should be completed by the end of April.

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 Baldridge inlet and the box culvert under Ponderosa at Sunset Ridge.

STREETS

- New street sweeper has been delivered.
- New plow truck is in Denver with possible delivery by end of March.
- Turn lane extensions will be completed in the spring of 2023.
- Potholes will be filled as needed throughout the winter.
- A Bobcat T66 Skid steer has been ordered and looks to be delivered in May 2023.
- We have hired 2 new streets/parks employees.
- We have had excessive snow and ice so far this year and we are using a lot more material.

- All but 4 subdivisions and County roads have had the street signs updated.
- All asphalt proposed projects are out for bid.
- Flagger/ Confined space/ Trenching & Shoring training is almost completed for all PW Staff.

PARKS

- Playground equipment has been inspected and repaired for CIRSA standards.
- 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.
- All material is here for the remaining Community Garden project and should be completed by the middle of April.
- All parks equipment has been serviced and ready for the 2023 season.

Severance Municipal Court

Karina Gomez, Court Clerk

March 2023



Court Outcome

- The court docket for February had twenty-two defendants set for court on March 1, 2023. Six of those defendants either turned in a class or paid before the court day and pleaded guilty to the original charge. On March 1, the docket had sixteen defendants; 8 of those defendants were appearing for the first time. Eight of those cases continued to March from a previous court date. Four defendants failed to appear in court. After court, one case was submitted to collections, and one parking citation was referred back to the Police Department.
- The February docket had five speeding tickets/unsafe vehicles and/or drove an uninsured vehicle. We had one parking violation. Three minors in possession of an illegal substance, Five disorderly/theft cases. We had zero cases for trial.

FTA	FAILURE TO APPEAR	NEW/FIRST APPEARANCE	8	SPEEDING/ UNSAFE VEHICLE/ DROVE UNINSURED	10
MTC	MOTOR TRAFFIC CODE	PENDING COLLECTIONS	1	STOP SIGNS	0
P/G	PLEAD GUILTY	FTA	4	ANIMALS	0
SMC	SEVERANCE MUNICIPAL COURT	CONTINUED FROM A PREVIOUS COURT	8	PARKING	1
MIP	MINOR IN POSSESSION	DISMISSED/ REFERRED TO PD	1	MIP	3
				DISORDERLY/THEFT	5

	<u>2022 COURT OUTCOME</u>	
CITATION NUMBER	ORIGINAL CHARGE	NEW CHARGE- DISMISSED
2506J	PENDING YOUTH DRUG EDUCATION CLASS + 15 HRS OF COMMUNITY SERVICE HRS	CONTINUED TO 4-5-2023
2510	1409: DROVE UNINSURED	FTA/FTC - \$225 WAS SENT TO COLLECTIONS
2504J	PENDING YOUTH DRUG EDUCATION CLASS	CONTINUED TO 4-5-2023 TO FINISH CLASS AND C/S HRS.
2549	ORIGINAL CHARGE: 10-4-20 SHOPLIFTING	FTA CONTINUED TO 4-5-2023
1994	1101: SPEEDING 56 IN A 40 - 1409: DROVE UNINSURED	P/G TO A LESSER CHARGE: 205 DEFECTIVE HEADLIGHT (1) - \$200
1017	7-2-120 INOPERABLE VEHICLE	SERVICE ISSUE - REFERRED BACK TO PD
2576J	ORIGINAL CHARGE: 10-4-20 SHOPLIFTING	DEFERRED SENTENCE 12 MONTHS- P/G TO ORIGINAL CHARGE: 10-4-20 SHOPLIFTING- CLASS + 24 HRS OF C/S HRS
2577J	ORIGINAL CHARGE: 10-4-20 SHOPLIFTING	DEFERRED SENTENCE 12 MONTHS- P/G TO ORIGINAL CHARGE: 10-4-20 SHOPLIFTING- CLASS + 24 HRS OF C/S HRS
1968J	10-7-30 POSS/CONSUMPTION	CONTINUED FROM 3/1/23- \$75 + CLASS DUE
1468J	10-8-10: POSSESSION OF MARIJUANA	DEFERRED SENTENCE 12 MONTHS- P/G TO ORIGINAL CHARGE: 10-8-10 + CLASS + 24 HRS OF COMMUNITY SERVICE + \$55 - DUE 4/5/23
1454	\$75 DUE	FAILED TO PAY- SET SHOW CAUSE HEARING FOR 4/5/23 - \$85
2507	10-7-30 POSS/CONSUMPTION	CONTINUED TO 4-5-2023 TO FINISH CLASS AND C/S HRS.
2033	18-1-603 COMPLICITY	MOTION HEARING: 5/3/23 - TRIAL: 7/12
2578	ORIGINAL CHARGE: 10-4-20 SHOPLIFTING	DEFERRED SENTENCE 12 MONTHS- P/G TO ORIGINAL CHARGE: 10-4-20 SHOPLIFTING- CLASS + 24 HRS OF C/S HRS
2567	1402 CARELESS DRIVING - 1409(3)(A) NO PROOF OF INSURANCE	P/G TO A LESSER CHARGE: 202 DEFECTIVE VEHICLE - 1409 NO PROOF OF INSURANCE DISMISSED. \$200
1939J	1101: SPEEDING 57 IN A 45 - 1409: DROVE UNINSURED	P/G TO A LESSER CHARGE: 205 DEFECTIVE HEADLIGHT (1) - RESPONSIBLE CLASS TAKEN \$155

Town Management Report

Nicholas J. Wharton & Lindsay Radcliff-Coombes
March 2023



UPCOMING TOWN MEETINGS & EVENTS

- 04/05- Municipal Court
- 04/11- Town Council Work Session/Council Meeting
- 04/19- Planning Commission Meeting
- 04/24- Tree Board Meeting
- 04/25- Town Council Work Session/Council Meeting
- 04/29- Annual Clean-Up Day
- 05/03- Municipal Court
- 05/09- Town Council Work Session/Council Meeting
- 05/20- Fishing Derby
- 06/09- Summer Kick-Off Concert
- 06/17- Cornhole Tournament
- 07/07- First Responder and Military Appreciation Concert
- 08/18 - 08/20- Severance Days
- 10/27- Trick or Treat Parade
- 11/04- Turkey and Food Drive
- 12/09- Annual Town Christmas Event

FISCAL RESPONSIBILITY

- 2022 Audit
 - The annual independent audit by The Adams Group, LLC. is now scheduled. Preparation for this begins in March, and the 2022 audit will begin in early May and be completed by mid-July.
- Community Grants
 - Management is currently working on a Resolution to present to the Town Council on adopting a process for providing community grants for Severance non-profits, Severance Schools Events, and Severance School Organizations. This is scheduled for a Council Work Session on March 28th.

TRANSPARENCY

- Zip Codes
 - Management is working with Representative Daniel Betts on a zip code boundary review process for the Town to combine zip codes for Severance into 1 zip code potentially. Many factors have to be considered, but management is actively in the process to submit into the official review process. Currently, the Town and our current GMA have seven zip codes. (80546, 80550, 80524, 80610, 80615, 80650, 80631) (No Update)
- Economic Development
 - Management is working with Community Development to create an Economic Development Plan. This will be ongoing work, and Management will update the Council as needed.

WATER & WASTEWATER SECURITY

- Elevated Water Tower
 - Approval of the lowest bidder occurred at the February 28th Town Council meeting. Construction is set to begin in April, with the estimated cost for this project now at \$6 million and will take approximately 18 to 24 months to complete.
- Wastewater Plant
 - Management has met with several engineering companies to discuss the next steps of designing and constructing a Mechanical Wastewater Plant for the Town. This is scheduled to begin design in 2026; however, Management is considering moving the design of this project to either 2024 or 2025 to ensure compliance with all State regulations.

TRANSPORTATION

- TAP/MMOF Pedestrian Trail
 - Preliminary Construction is completed; however, the trail remains closed until spring due to weather hindering asphalt connections. Additionally, there is a delay on the two rapid crossing beacons for WCR 23 and WCR 72 until April.
- WCR 19/Harmony Rd Intersection
 - This intersection is designed, and the Town has received state and federal funding for its construction. Funding will be available in July 2023, when the design will be completed, and an RFP will be issued for construction.
- Hwy. 392/WCR 23 Intersection
 - An RFP for construction has been issued, and staff has selected a construction company. Acceptance of this bid by the Town Council will occur at the March 28th Meeting and then be sent to CDOT for concurrent acceptance. Once accepted by CDOT, construction on this lighted intersection may begin.

PUBLIC SAFETY

- The Town has officially received the DOLA EIAF Grant contract and now may begin the process for construction and remodeling of the Police Station downtown. Management has issued an RFP for this project with an anticipated design date starting in June and construction starting in late Fall of 2023.
- Community Development Staff is now working with Next Step and Greeley Lock and Key on placing security cameras and new electronic restroom locks at the Community Park and Lakeview Park for our OAJJA Safer Streets Grant. Additionally, an RFP will be issued for designing and constructing a bollard lighting system at Lakeview, Summit View, and Blue Spruce Parks.

EMERGENCY MANAGEMENT PREPAREDNESS

- Chief Gerdeman has completed the 2023 update for the Town of Severance Emergency Management Plan. Management has reviewed and approved this updated version, and the Chief will present this plan to the Town Council at the March 28th Council Meeting.

SAFE PASSAGEWAYS

- As mentioned above, completion of the TAPP/MMO Project is scheduled for spring which will allow for safe passage from the Overlook Subdivision and Tailholt Subdivision to the Community Park and Great Western Trail
- Staff is working with the applicants located at 9843 E. Harmony Rd. to finish the construction of the northern sidewalk along E. Harmony Rd. from Dollar General to the west along Fox Ridge Subdivision and connecting to Severance Shores Subdivision. This is planned for construction in late 2023, depending on the submittal and approval of future proposals.

ENGAGEMENT WITH RESIDENTS

- Management received several inquiries regarding the recent sale of land south of Harmony Rd. between WCR 25 and WCR 27. At this time, Management and Community Development have received no inquiries regarding the development of this land.

COMMUNICATIONS

- Our Management Analyst will begin working on a Town Communications Plan. This is projected to be submitted to Management in early May. Once approved, this will be brought to the Council for discussion.
- Open Positions: Two (2) Patrol Officers, One (1) Patrol Sergeant, One (1) Accountant

ADDITIONAL REPORTS INCLUDED IN THE PACKET

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



OFFICIAL PROCLAMATION

WHEREAS in 1872, the Nebraska Board of Agriculture established a special day to be set aside for the planting of trees, *and*

WHEREAS this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, *and*

WHEREAS Arbor Day is now observed throughout the nation and the world, *and*

WHEREAS trees can be a solution to combating climate change by reducing the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderating the temperature, cleaning the air, producing life-giving oxygen, and providing habitat for wildlife, *and*

WHEREAS trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products, *and*

WHEREAS trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, *and*

WHEREAS trees — wherever they are planted — are a source of joy and spiritual renewal.

NOW, THEREFORE, I, Matthew Fries, Mayor of the City of Severance, CO, do hereby proclaim April 28, 2023 as **ARBOR DAY** In the City of Severance, CO, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, *and*

FURTHER, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

DATED THIS 28th day of March, 2023

Mayor _____

PROCLAMATION SCHOOL LIBRARY MONTH

A PROCLAMATION BY THE MAYOR AND TOWN COUNCIL OF SEVERANCE, COLORADO

APRIL, 2023

WHEREAS, School Library Month is a national observance sponsored by the American Association of School Librarians and School libraries across the country; and

WHEREAS, Severance Schools join in celebrating the importance of School libraries and the contributions of out libraries and librarians; and

WHEREAS, throughout the month, the School library will offer activities to highlight the various services it offers to students and staff ranging from storytelling, information to help improve reading skills, and how to use the Internet; and

WHEREAS, the theme is "School Libraries Transform Learning" with emphasis to increase public awareness and support the libraries and librarians for the key role they play in our lives;

NOW, THEREFORE, I THE MAYOR OF SEVERANCE, do hereby proclaim April, 2023, as "**SCHOOL LIBRARY MONTH**" in Severance, CO, and call upon all residents of this great town to join me in supporting the aims and goals and heightening the awareness of the importance of libraries in our Schools.

TOWN OF SEVERANCE

Matthew Fires, Mayor

ATTEST:

Leah Vanarsdall, Town Clerk



AGENDA ITEM SUMMARY

AGENDA ITEM	SUBMITTED BY	PRESENTED BY
Pg 131 - Buffering/Open Space/Trails Requirements: Land Use Code (Discussion)	Abdul Barzak, Town Planner	Abdul Barzak, Town Planner
ACTION REQUESTED		
Community and Economic Development and Management ask that the Severance Town Council review, discuss, and provide direction to Town staff on the Buffering/Open Space/Trails Requirements within the Land Use Code.		<u>Report Discussion</u>
BRIEF SUMMARY		
On November 2nd, 2022, and January 4th, 2023, the Land Use Advisory Committee (LUAC) reviewed, discussed, and directed Town staff with recommendations on Buffering/Open Space/Trails Requirements within the Land Use Code. On February 15th, 2023, the Planning Commission reviewed, discussed, and then directed Town Staff with recommendations for Buffering/Open Space/Trails Requirements 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 Buffering/Open Space/Trails Requirements within the Land Use Code. Town Staff will make final edits and bring back the Code Language to Town Council for approval via Ordinance.		
PUBLIC SUPPORT/CONCERN		
Residents have requested more Buffering/Open Space/Trails Requirements be added to the Land Use Code.		
ANALYSIS AND RECOMMENDATION		
Town staff is asking for the Town Council to review, discuss, and provide direction to Town staff on the Buffering/Open Space/Trails Requirements within the Land Use Code.		
MATERIALS SUBMITTED		
The following materials were submitted and included in this packet: 1. Memo - Open Space, Buffering, and Trails Design Criteria 2. Open Space, Buffering, Trails 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: March 28, 2023

Re: Council Code Review – Open Space, Buffering, and Trails Draft Code Language

Overview

Over the past few months, Ayres has worked closely with Town staff, the Land Use Advisory Committee (LUAC) and the Planning Commission (PC) to prepare the new Open Space, Buffering, and Trails Criteria for Council review and input.

The consensus from early Council feedback and discussions with LUAC and the PC were to establish specific open space, buffering, and trail requirements that could be adopted as new code language. Recommendations from LUAC and PC were based on a review of our seven (7) comparable communities (Evans, Firestone, Frederick, Johnstown, Timnath, Wellington, and Windsor), industry best practices presented by the project team, and consistency with the goals and vision for the community. The following topic summaries highlight important components that were part of the LUAC and PC recommendations as part of the proposed code language (attached).

Open Space applies to parks, plazas, fields, and other plots of land that do not primarily house buildings. Stricter requirements for these areas equate to more robust public spaces and a mix of compatible uses from site to site.

- Recognize the importance of different types of open spaces in different contexts and translate this concept into specific standards for different types of spaces. Specify that ponds/lakes can count as open space, but only if active (allows at least non-motorized boats). In general, open spaces need to be maintained and usable to count towards the requirement, and landscaping requirements should be specified.
- Increase the active open space allocation and decrease the passive open space allocation. Landscaping requirements should be specified for active vs passive spaces. Detention ponds can

be counted as active open space if certain performance criteria are met such as, types of grasses, minimum size, etc. Additionally, the point system should be calibrated to prevent developers from only creating detention ponds as open space.

- Develop an open space point system. The point system should be developed to favor amenities that are not already common in Severance. Pocket parks should be discouraged as small informal spaces without strict criteria.
- Open space areas that count towards the minimum criteria must be publicly accessible.

Buffering is the open space required between developments. These typically take shape in long thin strips of open land that can include paths and landscaping but primarily prevent nuisance from abutting developments and uses.

- Establish clear and high-quality buffer requirements for all residential zones where quality is prioritized above width. Provisions to include are year-round buffering, water-conscious materials, earthen berms (“berming”), and fencing.
- Require berming for commercial and residential developments.
- Require berming or dense landscape strips along roadways.
- Allow for a diversity of plant materials and trees in the residential districts.
- Prohibit vinyl fencing along roadways and specify what site features are allowed in the buffer area and what are not allowed.
- Develop a buffer table categorized into zoning districts and individual uses which would determine the level of buffer required. *(See proposed buffer criteria table in draft language)*

Trails relate directly to the connectivity of the Town and ease of access to a variety of locations. Paths and trails are ideally multi-modal to accommodate different travel types and must be widely established to yield best results.

- Clarify the developer is responsible for trail and easement maintenance unless the trail is a regional trail. All interior trails are the developer’s responsibility.
- Add maintenance standards such as snow clearing, etc.
- Specify all trails must be concrete.
- Specify minimum trail widths by type.
- Require bike accommodations and amenities.
- Require a trails plan that would designate trail locations prior to development, which ensures a fully connected and pedestrian-scale network.

- Incorporate pedestrian scale lighting on trails near amenities, structures, and/or tie ins to public sidewalks and streets.

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. Council and PC provided guidance and direction on specific code topic areas.
- 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 an initial review of the comparison tables. Following discussion, the LUAC provided guidance to the project team for a final review by the LUAC.
- Step 4. The LUAC completed their final review of the comparison tables and project team recommendations. The LUAC provided a formal recommendation to the PC.
- Step 5. The PC reviewed the comparison tables, analysis, and the LUAC recommendations. After discussions, the PC forwarded a formal recommendation on the code language to Council.
- Step 6. The project team prepared formal draft code language for review by Council.
- Step 7. [Council reviewed and provided comments on the draft code language.](#)
- Step 8. The project team will complete updates for final review and action by Council.
- Step 9. Council review and action on the proposed code language.
- Step 10. Project team to integrate the adopted code language sections into the final code format.
- Step 11. Adoption of revised code language.

Attachments

- Open Space, Buffering, and Trails Design Criteria – Final Language (*13 pages*)

CHAPTER 16 Land Use Code

Open Space, Buffering, and Trails

Section 16.x.xx. – Open Space, Buffering, and Trails Design Criteria

- (a) *Purpose.* The intent of this Code language is to:
1. Value the design, function, and appropriate application of several types of open space systems, rather than solely the quantity of space;
 2. Screen and mitigate visual impacts of high intensity portions of sites and developments, particularly focusing on the impact on public streetscapes and adjacent property; and
 3. Provide important transportation connections, as well as recreational opportunities and access.
- (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.

Section 16.x.xx. – Open Space Standards

- (a) The following tables establish the standard requirements for open space areas. The open space tables are broken into two sections: Open Space Standards and Open Space Types and Amenity Points. Focus areas identified in the tables include Required Open Space; General Provisions; Location Criteria; Minimum Landscape Requirements for all Parks; Storm Drainage Facilities; Cash in Lieu; Ownership and Maintenance; Open Space Types and Amenities
- (b) 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 in the Supplemental Open Space Provisions section
 - Information other than (X) or (-) indicates specific development standards in the cell
 - RR column is the Rural Residential Zone District
 - SP column is Suburban Perimeter Zone District
 - DN column is Development Node Zone District (*includes Industrial Subzone*)
 - TC column is Town Core Zone District

Open Space Development Standards	Zone District			
	RR	SP	DN	TC
Required Open Space				
Rural residential developments shall provide a minimum twenty percent (20%) of the gross land as functional open space, which may include agricultural land, natural areas, trails, and lands dedicated for other similar purposes.	X		-	
Single-Family residential developments shall provide a minimum twenty-five percent (25%) of the gross land as functional open space.	-	5-10% Passive and 15-20% Active (<i>applied to the open space set aside</i>)		
Multi-Family Residential developments shall provide a minimum twenty-five percent (25%) of the gross land as functional open space.	-	5-10% Passive and 15-20% Active (<i>applied to the open space set aside</i>)		
Non-Residential developments shall provide a minimum ten percent (10%) of the gross land as functional open space.	-	See Non-Residential Design Criteria of this Code		

Parks shall consist of lands dedicated to active and passive recreation based on the percentage requirements above.	X	
Land for one neighborhood park within one-quarter (1/4) mile radius of the proposed residential homes or a fair-market cash-in-lieu contribution, as approved by the Town.	-	X
An internal pedestrian way or trail system shall be provided.	-	X
General Provisions		
Uses designated within the open space shall be appropriate to the context, character, and intensity of the development.	X	
No land shall be reserved by the applicant as non-buildable parcels or designated as open space unless it is of sufficient size, shape, and topographically suitable to be of practical use or service as part of a complete open space system that supports development.	X	
The land area dedicated as parks and open space within subdivision developments shall not be credited toward the minimum landscape requirements or landscape area for site specific development.	X	
Parks shall constitute no less than sixty percent (60%) of the area requirement for dedication within a residential development.	X	
Open space shall consist of lands maintained in native vegetation and used for buffering or habitat preservation. Irrigation is applied as necessary for maintenance.	X	
All parks shall be designed to be visually interesting, socially relevant, promote health, public safety, and provide pertinent recreational opportunities and amenities for all ages and abilities.	X	
Areas designated as public open space shall be both visibly and physically accessible to the community. Public access shall be provided to all public open space directly from the public rights-of-way and trail system.	X	
Adequate parking is required for all anticipated activities, uses, park population, and park service area.	X	
Street, node, activity, walkway, and conflict lighting is required. Lighting shall meet the requirements of this Code.	X	
Ponds and lakes may count as open space provided, they are active and at a minimum allow for non-motorized boats, swimming, and floatable devices.	X	
Location Criteria		
To coordinate open and civic spaces into a system that integrates the public realm with surrounding development, subdivision design and location of open space types shall consider:		

• Connections and integrations with public streetscapes and other civic destinations; such as schools, to improve visibility and access; • The accessibility of neighborhoods to recreation opportunities for active living; • The opportunity for natural spaces to preserve groves of trees, streams, unusual and attractive topography, and other desirable natural landscape features and views; • The opportunity for formal gathering places to be a focal point for compact, walkable places, located as an extension of the streetscapes at highly traveled and visible locations; • The types of spaces that reinforce character of the area or create gateways and transitions to distinct places; and • The distribution of spaces so that all development has similar proximity to other types of open and civic space appropriate to its context.	X
<i>Minimum Landscape Requirements for all Parks</i>	
All plants shall be carefully chosen to provide for seasonal interest, texture, variety, drought tolerance, zone hardiness, and to promote year round use.	X
Parks shall be designed to minimize water demand, maintenance, the need for chemical fertilizers, and maintain applicable site triangle requirements.	X
With the exception of turf grasses, no one species may exceed twenty five percent (25%) of the total plant palette.	X
All required and approved vegetation shall be maintained in healthy condition. Dead or diseased plants shall be removed immediately and replaced by the next growing season. New plants shall meet the minimum size requirements.	X
Plant materials adjacent to or within sidewalks, pathways, trails, plazas, and other routes or gathering spaces shall maintain sidewalk clearance requirements for accessibility.	X
Water, water taps, and an irrigation system shall be provided by the developer of sufficient size, quantity, and configuration to provide for the park landscaping, function, and uses; consistent with the adopted Construction Standards and Specifications.	X
All approved and required landscaping improvements, amenities, and features shall be maintained, repaired, and replaced by the owners association as necessary to maintain the park, as approved by the Town.	X
The developer shall provide a detailed cost estimate and post a financial guarantee, as approved by the Town, of one hundred percent (100%) of the total cost of the required and	X

approved public improvements for all parks, trails, landscaping, seeding, reclamation, irrigation, structures, features, and other required and approved public amenities. This includes utilities, labor, equipment, mobilization, and applicable ancillary costs for installations of the approved landscape plan as shown in the Town approved documents.	
Street and perimeter trees shall be provided at fifty (50) foot intervals around the edge of the park, based on tree species spacing criteria, and placed to avoid conflicts with lighting, parking, and access.	X
At a minimum, each park shall provide one (1) ornamental or evergreen tree for every three thousand (3,000) sq. ft. of area, which can be grouped or dispersed throughout the park.	X
Additional trees may be required to buffer and screen park activities from nuisances, unsightly views, or intensive uses as directed by the Town.	X
The minimum planting sizes on all required trees shall be two-inch (2") caliper deciduous trees, one and one-half inch (1 ½") caliper ornamental trees, and six-foot-tall (6') evergreen trees, unless otherwise specified by the Tree Board.	X
Site shrubs shall be provided at a minimum ratio of one-hundred and fifty (150) shrubs per acre, strategically placed to define space, highlight activities, and guide patrons through the park.	X
Additional shrubs may be required to buffer and screen park activities from nuisances or block unsightly views and intensive uses as directed by the Town.	X
The minimum planting sizes on all required shrubs shall be five-gallon container, unless otherwise specified by the Tree Board.	X
The amount of turf grass shall be determined by the intended use of the park.	X
Turf areas shall be naturalized, avoiding rectangular shapes and forms, unless required for a specific sports activity. Turf grasses shall be avoided in heavily shaded areas.	X
Turf grasses shall be drought tolerant.	X
Use of perennial ground cover is required and shall cover no less than one-half (1/2) of the minimum required shrub area. The use of native and drought tolerant species is encouraged.	X
The minimum planting sizes on all required containerized ornamental grasses shall be five-gallon container, unless otherwise specified by the Tree Board.	X

Storm Drainage Facilities		
Storm drainage facilities may be designed and integrated into parks and open spaces and may be counted towards the open space requirements provided the stormwater function is clearly secondary to the overall purpose of the space.	X	
The stormwater facility shall not alter the function or usability of the space in any way and must be limited to the passive portions of the space.	X	
No more than forty percent (40%) of a park land area can be dedicated to storm water management.	X	
Maintenance and management of the portion of the facility serving stormwater function must be clearly defined, whether that is a public dedication or whether it is an obligation of the owner or property owner’s association.	X	
These multi-use facilities must provide for active recreational amenities such as fitness parks, play structures, etc., as approved by the Town.	X	
Cash-in-lieu of Dedication		
A developer of property may, with approval by the Town, pay fee-in-lieu of park dedication in those cases where dedication of land is not feasible or not desired by the Town. Such payment shall be based on the fair market value of the developed property that otherwise would have been required to be dedicated as park space, to be determined after completion of the platting process. Such payment shall be held by the Town for the acquisition of open space sites and land areas or improvements at another park site. At the option of the Town, a developer may meet open space dedication requirements through a combination of payment of fee-in-lieu of land dedication.	X	
Ownership & Maintenance		
Ownership and maintenance of public open space shall be determined by the Town on a case-by-case basis during the entitlement process.	X	
Generally, the homeowners’ association or business owners’ association shall own and maintain public and private open space. Maintenance of trails shall be determined on a case-by-case basis.	X	
Conservation areas set aside as part of a subdivision within the Rural Residential Zone shall be owned and maintained by the owners’ association, unless otherwise agreed to by the Town.	X	-
Storm water detention and retention areas that also function as open space shall be owned and maintained by a homeowners’ association, unless otherwise agreed to by the Town.	X	

Areas designated as open space shall be maintained according to the designated function of the area. For areas that remain in private ownership, a mechanism to assure that maintenance will be funded in perpetuity shall be in place at the time of entitlements, as approved by the Town.	X
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Section 16.x.xx. – Open Space Types.

- (a) In meeting the requirements for open space consistent with the intent of this section of Code, open space shall be designed and located based on the standards and guidance in the table below. In order to recognize the value, context, and function of well-designed open space, in addition to simply the amount of space, amenities will be required based on the size of the development.

Open Space Types and Amenity Points Required for Developments*			
Type	Design Guidelines	Recommended Size	Applicability
Natural Area	An undeveloped area that contains significant natural features or habitat worthy of preservation, and which provide environmental, aesthetic, and recreational benefits. Features such as large stands of trees, water elements, or prominent topography characterize Natural Areas. It contains little or no constructed improvements or maintained landscape other than trails to access the Natural Area.	The size of a Natural Area should be based on the site characteristics and potential continuity of similar natural features in the area, along with the potential to connect to adjacent natural areas but contribute to an area of at least 5 contiguous acres.	- Rural Residential areas - Low-Density Residential areas - Any other area of natural amenity with regional significance. Service Area: dependent on area of contributing natural features.
Trail Corridor	An undeveloped area of continuous linear natural features, often following a stream, floodplain, or road corridor. A Trail Corridor should be usable for recreation and non-motorized transportation through pedestrian or multi-use trails. It includes few constructed improvements except those to enhance travel or recreational use.	20' min. width; 30'+ ideal, but dependent of topography and natural features. No minimum length except needs to provide significant continuity in the trail system or connection between streetscape and/or on-street trails and coordinate with other plans. Trail corridors may be narrower in more constrained or urban conditions.	- Alternative (off-street) transportation routes between neighborhoods and centers. - Along major streets in the network as expanded ROW - Used to preserve linear natural features in more densely developed neighborhoods and activity centers. Service Area: dependent on extent of linear features or associated major street plans. However, to serve pedestrian interests, development served by trail

			corridors should be within 1000' of trail access points.
Park	A park has a predominantly natural landscape although small portions may be designed and constructed for aesthetic purposes, formal gatherings, and structured recreation purposes.	• 0.25 – 5 acres for Pocket Parks within neighborhoods and activity centers. • 5-15 acres for Neighborhood Parks • 15+ acres for Community or Regional Parks	• Low-Density Residential • Urban Residential Neighborhoods • Mixed-use Commercial Activity Centers • Community/ Regional Activity Centers Service Area: Pocket Parks = 1,000' Neighborhood Parks = ¼ mile Community Parks = 1 mile
Green	An open space for unstructured recreation or aesthetic landscaping. A Green is bordered by public rights-of-way or internal access ways on at least 2 sides. Front building facades and/or formal edge landscaped elements define any boundaries of the Green nor bordered by public rights-of-way or internal access ways. Frontage on rights-of-way or internal access ways may be accommodated by pedestrian connections. Generally, there are few constructed elements except for small gathering places created as a focal point for the Green.	½ acre to 3 acres	• Urban Residential Neighborhoods • All Activity Centers Service Area: within two blocks and no more than 1000'.
Plaza	An open space for civic purposes and formal gathering. Building facades define any boundaries of a Plaza not bordered by public rights-of-way or other active pedestrian corridors. Access shall be accommodated by at least two well defined and easily identified areas for public access. A Plaza is comprised of constructed materials to withstand heavy pedestrian traffic gathering, but contains intermittent lawns, landscape beds, or trees in a formal ornamental pattern.	500 sqft to ¼ acre	• All Activity Centers Service Area: within the same block or immediately adjacent block and no more than 600'.

Courtyard/ Patio	A small open space accessible to the public streets but serving one or a few surrounding buildings. Courtyards are primarily bordered by building facades, but have at least one side fully or partially bordered by a public right-of-way. A Courtyard contains a balance of formal landscape features and constructed materials to withstand heavy pedestrian traffic and gathering.	400 SF to 5,000 sqft	• Urban Residential Neighborhood • All Activity Centers Service Area: within the same block and no more than 300'.
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Amenity Points Required for Developments*	
Up to 10 dwelling units	1
11-30 dwelling units	3
31-50 dwelling units	5
51-150 dwelling units	6
More than 151 dwelling units	7
Non-Residential developments	<i>See the Non-Residential Design Criteria of this Code.</i>

Section 16.x.xx. – Supplemental Open Space Provisions

(a) Pocket Parks.

1. The minimum size of a pocket park is ten thousand (10,000) square feet. Pocket parks shall meet all current safety and Americans with Disabilities (ADA) guidelines, be integrated into the neighborhood design and be accessible to pedestrians, bicycles, and emergency services.
2. Pocket parks shall be constructed with the following options:
 - a. Select at least one (1) of the following.
 - 1) Picnic/Shade Shelter – a steel frame picnic shelter and space for at least one picnic table. Accessible via a concrete walkway.
 - 2) Seating/Gathering Space – a small seating area capable of accommodating a minimum of two benches.
 - 3) Multifunctional playground with either commercial grade equipment or Town approved nature play amenities.
 - 4) Community Gardens – irrigated and with defined edges.
 - 5) A swing set with one belt and one bucket swing (*requires a use are of at least 750 SF*).
 - b. Select at least two (2) of the following.
 - 1) A picnic table of eight feet (8') in length and being ADA accessible.
 - 2) Two (2) benches with backs and armrests.
 - 3) A bike rack with a minimum of four (4) loops or to accommodate eight (8) bikes.
 - c. Select at least two (2) of the following.
 - 1) A 32-gallon trash receptacle with covered top, as approved by the Manager.
 - 2) A dog waste station.

(b) Amenity Points.

1. Credit shall be given for incorporated features into required open space as listed below. Credit may be provided for amenity features not included in this list. Such credit shall be based on the determination of the Manager, based on a review of the variety of amenities proposed. Final decision by the Manager may be appealed in accordance with the appeals procedures of this Code.
 - a. Two (2) Amenity Points each
 - 1) Community building – large (more than 2,500 sqft)
 - 2) Pool or Splash Park Site (more than 2,000 sqft)
 - 3) Multifunctional playgrounds with commercial grade equipment – large (greater than 2,500 sqft playground zone area)
 - b. One (1) Amenity Point each
 - 1) System of trails throughout the entire development
 - a. Trails shall be designed to provide interesting and distinct areas for walking, bicycling and or riding in areas separate from and in addition to traditional sidewalks. Trails shall be designed and constructed as required by the Town.
 - 2) Community building – small (less than 2,500 sqft)
 - 3) Fitness Center (5 or more pieces of equipment)
 - 4) Dog Park – Large
 - 5) Multifunctional playgrounds with commercial grade equipment – medium (1,000 to 2,500 sqft playground zone area)
 - 6) Court games (tennis, volleyball, basketball, etc.) at least 1,000 sqft in size
 - c. One-half (.5) Amenity Points each
 - 1) Dog Run
 - 2) Fitness Center (fewer than 5 pieces of equipment)
 - 3) Plazas, courtyards, community gazebo, or community gardens with irrigation systems and defined garden edges of at least 1,000 sqft in size
 - 4) Public Art, as approved by the Manager
 - 5) Picnic / Barbeque areas with commercial grade equipment
 - 6) Multifunctional playgrounds with commercial grade equipment - small (less than 1,000 sqft playground zone area)
 - 7) Outdoor exercise equipment (minimum of 4 pieces)

Section 16.x.xx. – Buffering Standards.

(a) The following tables establish the standard requirements for buffering. The buffering tables are broken into two sections: Buffer Levels and Buffer Planting Requirements. The required buffering levels, shown in the table below, apply to common property lines and alleys.

(b) Using the Tables:

- Numbers represent buffer level found on the following section.
- Fields without a number are held to the minimum residential buffering standards.

Zoning

RR = Rural Residential

SP = Suburban Perimeter

TC = Town Core

DN = Development Node

Use

R = Residential

P = Public

C = Commercial

I = Industrial

Required Buffer Levels													
	Lowest Intensity to Highest Intensity												
	RR	SP-R	TC-R	DN-R	SP-P	TC-P	DN-P	SP-C	TC-C	DN-C	TC-I	DN-I	
DN-I	4	3	3	3	3	3	3	2	2	2			
TC-I	4	3	3	3	3	3	3	2	2	2			
DN-C	4	3	3	2	2	2	2	1	1		2	2	
TC-C	4	3	2	2	2	1	1	1		1	2	2	
SP-C	3	2	2	2	1	1	1		1	1	2	2	
DN-P	3	1	1	1				1	1	2	3	3	
TC-P	3	1	1	1				1	1	2	3	3	
SP-P	2	1	1	1				1	2	2	3	3	
DN-R	1				1	1	1	2	2	2	3	3	
TC-R	1				1	1	1	2	2	3	3	3	
SP-R	1				1	1	1	2	3	3	3	3	
RR		1	1	1	2	3	3	3	4	4	4	4	

Section 16.x.xx. – Design of Buffer Levels.

- (a) The buffer levels shall be designed according to the standards below. The buffer width exists independent of and may include any setback, parking perimeter buffer area, or other open space requirement such that the larger requirement will control. Efficient site design can allow the area to meet both requirements.

Buffer Planting Requirements	
<i>Type and Applicability</i>	<i>Buffer Planting Requirement</i>
Level 1 – Minimal screening for developments with similar intensities.	Width: 10' min. Planting: 1 large tree per 40' or 1 ornamental per 20' 1 shrub per 2.5 feet
Level 2 – Partly screened buffering between uses with different but compatible intensities.	Width: 15' min, Planting: 1 large tree per 40' or 1 ornamental per 20' 1 shrub per 5' 1 evergreen per 20'
Level 3 – Fully screened buffering between incompatible uses.	Width: 20' min. Planting: 1 large tree per 50' 3 shrubs per 10' 1 evergreen per 20' 3'-4' berms that have a maximum slope of 3:1 and shall not be constructed within the drip line of any tree.
Level 4 – Fully screened buffering between Rural Residential uses when adjacent industrial and commercial uses zoned Town Core or Development Node.	Width: 25' min. Planting: 1 large tree per 50' 1 ornamental per 30' 1 evergreen per 20' 3'-4' berms that have a maximum slope of 3:1 and shall not be constructed within the drip line of any tree.

Section 16.x.xx. – Supplemental Buffering Design Provisions.

- (a) Plant materials in the buffer may satisfy the landscape requirements, but where the buffer would require more plants than otherwise required, the greater requirement shall apply.
- (b) Parking shall not be permitted in the required buffer, however the required buffer and the required parking lot perimeter buffer area as required in this Code, may overlap with the more stringent of the two standards controlling.
- (c) Trash collection areas and trash bins shall not be allowed within the buffer area.
- (d) There shall be no storage of merchandise and supplies within the buffer area.
- (e) Additional buffering materials or requirements may be required based on the unique site context within the community as determined through the review process.
- (f) Buffering along public roadways and open space areas should be undulating meeting the minimum requirements of the table and be consistent with the design vision of any adopted plans or policies.
- (g) Where required, earthen berms shall be a minimum height of three feet (3').

Section 16.x.xx. – Trails Standards

(c) The following table establishes the standard requirements for community and neighborhood trail systems. The trails and pathways standards table is divided into two focus areas: Neighborhood Trails and Regional Trails.

(d) 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 in the Supplemental Open Space Provisions section
- Information other than (X) or (-) indicates specific development standards in the cell
- RR column is the Rural Residential Zone District
- SP column is Suburban Perimeter Zone District
- DN column is Development Node Zone District (*includes Industrial Subzone*)
- TC column is Town Core Zone District

Trails and Pathways	Zone District			
	RR	SP	DN	TC
Neighborhood Trails				
In all residential subdivisions, Neighborhood Trails shall create both an internal network and connections to surrounding properties, as appropriate.		X		
Trails shall connect to existing and planned Town trails, parks and open spaces, schools, employment centers, and community facilities. If the project does not include or is not adjacent to a school or park, the project shall provide trail access oriented in the direction of the nearest school or park to facilitate access on existing or future trails or sidewalks. When the intermediate land is undeveloped, future development shall continue the trail system to the park or school.		X		
When feasible, shopping areas, parks, and schools shall provide trail connections to adjacent residential subdivisions.		X		
Trails should be designed to provide interesting and distinct areas for walking and bicycling in areas separate from and in addition to traditional sidewalks.		X		
Neighborhood Trails shall be ten (10) feet in width paved with six-inch thick concrete. Trails surfaced with crusher fines and less than ten (10) feet in width may supplement paved trails but shall not be used in-lieu of paved trails.		X		
Neighborhood Trails shall be open to all members of the public. Restrictions on types of uses are allowed.		X		
Neighborhood Trails shall require documentation that outlines the ongoing maintenance plans, as well as administrative and financial management of the trails. Trails shall be maintained in perpetuity either by the owner's association, metropolitan district, or other legal entity		X		

approved by the Town, unless otherwise agreed to by the Town.	
Pedestrian scale lighting is required on trails near amenities, structure, and/or tie-ins to public sidewalks and streets.	X
Bicycle parking shall be provided at the entry to internal and peripheral open space areas.	X
Regional Trails	
Where a subdivision either borders or includes portions of the Great Western Trail, a minimum ten (10) foot wide paved trail is required for the entirety of the trail within or adjacent to the property.	X
Trails shall be constructed of 6" thick mesh concrete in accordance with the Town's adopted Construction Standards and Specifications.	X
Regional Trails are owned and maintained by the Town. The applicant shall install a Regional Trail if required. Trails shall be designed in accordance with the Town's adopted Construction Standards and Specifications, the most recently published volume of the AASHTO Guide for Development of Bicycle Facilities, and the Americans with Disabilities Act (ADA).	X



AGENDA ITEM SUMMARY

AGENDA ITEM	SUBMITTED BY	PRESENTED BY
Pg 148 - Resolution 2023-04R: A Resolution of the Town Council of the Town of Severance, Colorado, Approving the Town of Severance Purchasing Policies and Procedures Manual	Nicholas Wharton, Town Manager Nancy Mueller, Finance Director	Nancy Mueller, CPA & Nicholas Wharton, MPA
ACTION REQUESTED		
The Finance Director and Town Management ask that the Town Council review and discuss the proposed Resolution 2023-04R. • Actions that may be taken: • Move to approve Resolution 2023-04R • Take no action		<u>Resolution</u> <u>Presentation</u> <u>Action Requested</u> <u>Attorney Approved</u>
BRIEF SUMMARY		
Town Management, Finance, Community Development, and Legal have been working together on updating our Purchasing policy to ensure compliance with all grant matters. Various procedures have been updated for compliance with federal, state, and local grants, in addition to separating purchasing levels for operations vs. CIP projects.		
PUBLIC SUPPORT/CONCERN		
None at this time.		
ANALYSIS AND RECOMMENDATION		
The Finance Director and Town Management recommend that the Town Council take action and move to approve Resolution 2023-04R.		
MATERIALS SUBMITTED		
The following materials were submitted and included in this packet: 1. 2023-04R - Approving Purchasing Policy 2. Severance Purchasing Policy (Final 03.20.2023)		

**TOWN OF SEVERANCE
RESOLUTION NO. 2023-04R**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SEVERANCE,
COLORADO, APPROVING THE TOWN OF SEVERANCE PURCHASING POLICIES
AND PROCEDURES MANUAL**

WHEREAS, pursuant to Section 12.05 of the Town of Severance Home Rule Charter (“Charter”), the Town Council may establish procedures for entering into contracts for purchases, leases, and construction of public works, and the Town Council shall prescribe competitive bidding requirements for Town purchases of, and contracts for, supplies, material, equipment, or improvements; and

WHEREAS, Town Management and the Town Finance Department recently reviewed and are proposing revisions and updates to the Town of Severance Purchasing Policies and Procedures Manual to clarify competitive bidding and procurement procedures, update conflict of interest provisions, increase staff purchasing thresholds where appropriate, enhance guidelines for use of Town-issued credit cards, and add procurement policies for federally funded and state funded projects and programs; and

WHEREAS, the Town Council desires to approve the revised and updated Town of Severance Purchasing Policies and Procedures Manual in form attached hereto, subject to updates and revisions administered by the Finance Director and approved by Town Management as set forth below.

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

Section 1. The Town Council hereby approves the Town of Severance Purchasing Policies and Procedures Manual in the form attached to this resolution with respect to those matters subject to the Town Council’s authority in Section 12.05 of the Town of Severance Home Rule Charter, subject to periodic updates and revisions to the Manual administered by the Finance Director and approved by Town Management that are not in conflict with the purchasing procedures (including purchasing thresholds) and competitive bidding requirements approved by this resolution or the Charter or Town of Severance Code of Ordinances.

RESOLVED AND APPROVED this 28th day of March, 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

PURCHASING
POLICIES AND PROCEDURES
MANUAL

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INTRODUCTION

PURPOSE

The Town of Severance Purchasing and Policy Procedures Manual is designed to establish standards and procedures for all purchases.

SCOPE

This Procurement and Purchasing Policy ("Policy") shall apply to every department, agency, commission, bureau, or other unit of the Town of Severance ("Town"), including the Town's Council members, employees, contract employees, officers, volunteers, or agents ("Purchaser(s)"), who is/are engaged in any aspect of Procurement, and govern the performance, behavior and actions of the Town and its Purchasers. As used in this Policy, "Procurement" is defined in the Glossary of Terms and includes but is not limited to purchasing goods and services; selection and solicitation of sources; awarding contracts and grants; or the administration and supervision of contracts and purchases.

GENERAL PRINCIPLES

All Procurement transactions shall be conducted in a manner designed to provide, to the maximum extent reasonable, free, and open competition among suppliers. The Town must begin with analysis of the need for the Procurement, to avoid the purchase of unnecessary items (this may include an examination of lease versus purchase alternatives). The Purchaser must then identify and clearly specify standards for the goods and services desired and seek competitive offers where possible to obtain the best possible quality at the best possible price.

1. A price analysis shall be made and documented in Procurement files maintained with the Finance Department in connection with every Procurement action over \$10,000 and provided prior to the execution of the purchase. A price analysis may be accomplished in various ways, including the comparison of submitted verbal price quotations, advertised market prices, solicited bids, and available discounts.
2. The following items are approved by the Town Council at the time of annual budget approval:
 - Staff wages, payroll taxes and benefits
 - Town attorney and engineering fees
 - General liability and workman's comp insurance
 - Utilities
 - Supplies required for routine public works operations
 - Renewals of previously approved contracts with a cost increase less than 3%
 - Water and wastewater treatment costs under approved IGAs
 - Items directly funded by developer/builder fees
 - Projects and Equipment in the Capital Improvement Program (CIP)

PURCHASING APPROVAL THRESHOLDS

The following tables are to be used as a reference indicating final approval authority for all Town purchases using appropriated funds. The matrix indicates the authority required for final approval based on the amount of the purchase. All disbursements require the Finance Director's approval, and the assignment of a Project Manager requires written approval by the Town Manager. Employees shall not break a project or purchase into multiple smaller parts for informal purchasing to avoid the need for a formal purchasing process or to otherwise circumvent the expenditure and approval limits below.

PURCHASING APPROVALS AND THRESHOLDS FOR OPERATIONS	
Threshold	Authority
Up to \$10,000	Department Director
Up to \$50,000	Deputy Town Manager
Up to \$100,000	Town Manager
\$100,001 and up	Town Council

PURCHASING APPROVALS AND THRESHOLDS FOR THE CAPITAL IMPROVEMENT PROGRAM (CIP)	
Threshold	Authority
Up to \$50,000	Project Manager
Up to \$100,000	Deputy Town Manager
Up to the Appropriated Project Budget	Town Manager

METHOD OF PROCUREMENT

The following table is to be used as a reference indicating when informal versus formal solicitation of bids or proposals is required for procurement. Employees shall not break a project or purchase into multiple smaller parts to avoid a formal competitive solicitation process or to otherwise circumvent the methods of procurement required below.

METHODS OF PROCUREMENT FOR TOWN OF SEVERANCE FUNDING SOURCES*	
Amount	Method
Up to and including \$10,000	Direct Purchase
\$10,001 - \$25,000	3 Oral Quotes
\$25,001 - \$100,000	3 Written Quotes
\$100,001 and up	Sealed Competitive Bid
Up to and including \$100,000	Town Declared Emergency Direct Purchase Effort Made to Follow FAR
*Purchases using state and federal funds must follow the guidelines in all applicable regulations	

SOLE SOURCE PURCHASE

A sole source purchase means that only one supplier (source), to the best of the requester's knowledge and belief, based upon thorough research (i.e., conducting a market survey), can provide the required product or service. Similar types of goods and services may exist, but only one supplier, for reasons of expertise, standardization, quality, compatibility with existing equipment, specifications, or availability, is the only source that is acceptable to meet a specific need. Please refer to the Town of Severance Sole Justification Form for additional information.

SOLE SOURCE JUSTIFICATION CRITERIA

The following list of criteria may be used in determining if a single or sole source situation exists:

1. Only one manufacturer makes the item meeting required specifications; that manufacturer only sells directly or exclusively through one regional or national representative.
2. Item required must be identical to equipment already in use by the end user, to ensure compatibility of equipment, and that item is only available from one source; requestor must provide a previous P.O. number or equipment inventory tag number in the sole source justification.
3. Named-in award: Supplier is specifically named by the funding source award documents or inter-agency agreement. Please note that the grant proposal documents are not considered an "award document".
4. Maintenance or repair calls by the original equipment manufacturer (OEM) are required for a piece of equipment, and the manufacturer does not have multiple qualified agents to perform these services.
5. Replacement or spare parts are required from the OEM, and the OEM does not have distributors for those parts.
6. Patented items or copyrighted materials, which are only available from the patent or copyright holder.
7. Professional Services: Services of a specialized nature provided by persons possessing specialized educational qualifications, practical experience, or professional certification or licensing, including, without limitation, architects, engineers, legal counsel, planners, land surveyors, accountants, actuaries, financial advisors, and high-tech equipment repair and maintenance.
8. A market survey has been conducted to determine whether other suppliers capable of satisfying the requirements exist. A list of the suppliers contacted along with the reason why each supplier could not meet the requirements may justify a sole source purchase. The extent of the market survey depends on what constitutes a reasonable effort under the circumstances to ensure that competition is not feasible. If only one source is identified because of the market research, this fact may be used to help justify a noncompetitive acquisition.
9. Town Declared Emergency

Note: An item being a "sole brand" or a "sole manufacturer" does not automatically qualify to be a "sole source". Many manufacturers sell their products through distributors. Therefore, even if a purchase is identified as a valid "sole brand" or "sole manufacturer," the requester should verify whether the manufacturer has multiple distributors. If the

manufacturer does have multiple distributors, competitive quotes or bids should be sought among the distributors.

FEDERAL AND STATE FUNDED PROJECTS AND PROGRAMS

Federal and state funding and grants require that specific procurement regulations be followed, or expenditures related to projects and programs may not be reimbursed. Failure to follow guidelines can put all federal or state funding at risk.

Frequently, federal money passes through other agencies, e.g., Colorado Department of Transportation (CDOT), and the procurement regulations that apply to the federal funding must be followed regardless of the pass-through entity. The pass-through entity may have additional procurement regulations or guidelines that apply to pass-through funds, as well.

Applications for grants that include federal or state funding must be coordinated with the Finance Department prior to application and throughout the project.

See Appendix A for Procurement Policies for Federally Funded and State Funded Projects and Programs.

TOWN-ISSUED CREDIT CARDS

This section establishes guidelines related to the use of Town-issued credit cards, department cards, or gas cards ("Town-issued credit card(s)") to ensure that procurement with such cards is in compliance with this Policy and to ensure responsibility and accountability in the use of Town-issued credit cards by Town employees, in furtherance of the Town's fiscal responsibilities.

A cardholder must be an employee of the Town of Severance. It shall be at the discretion of the Town Manager, in consultation with the Finance Director, to determine which employees are eligible to be cardholders. It shall be at the discretion of the Finance Director to establish each cardholder's per-month and/or per-transaction limits, provided these limits are consistent with this Policy.

A Town-issued credit card is neither an entitlement nor reflective of title or position, and the Town reserves the right to revoke a Town-issued credit card at any time.

The following general standards apply to Town-issued credit card usage:

1. Purchases with Town-issued credit cards must be made for the benefit of the Town and in accordance with this Policy.
2. Town-issued credit cards may only be used by the employee named on the card and only for Town-business-related purchases within the employee's purchasing authority, area of responsibility, or departmental budget.
3. Purchases must be supported by original receipts and sufficient documentation that identifies the payee, goods/services purchased, amount of purchase, and for whom or what the purchase was made (e.g., attendees for whom meals were purchased). Cardholders must submit all receipts and supporting documentation to the Finance Department within three business days of the purchase.

4. Cardholders shall take all measures necessary to ensure the security of the Town-issued credit card and the card number. Cardholders shall not give their card numbers to any other employee or other person to use on their behalf.
5. It is the responsibility of the cardholder to immediately notify the issuing bank (as stated on the card) and the Finance Director of any lost or stolen Town-issued credit card.
6. The cardholder is responsible for managing any returns or exchanges and ensuring that proper credit is received for returned merchandise. The cardholder must check to ensure credit notices are issued by the vendor, and provide the credit slip or other documentation of the return to the Finance Department and Accounts Payable.
7. In the event of disputed charges, the cardholder must advise their Department Director, the Finance Director, and Accounts Payable. The cardholder is responsible for ensuring that all required steps to register a dispute are followed.
8. The Town's tax exemption is to be used by cardholders when making a Town purchase. It is the cardholder's responsibility to ensure that sales tax is not included on the cost of the purchase.
9. Upon separation of employment, a cardholder shall surrender his or her Town-issued credit card(s) to Human Resources or the Finance Director on or before the cardholder's last day of employment and prior to issuance of final compensation to the cardholder.
10. A cardholder shall also surrender his or her Town-issued credit card(s) to Human Resources or the Finance Director at any such time that the cardholder's card is canceled or credit card privilege is revoked.

The following transactions and uses of Town-issued credit cards are not permitted:

1. Splitting of total purchase costs, singly or between or among cardholders, to avoid transaction limits or purchasing authority limits.
2. Personal purchases of any kind. Use of Town-issued credit cards for any personal purchases or expenses, even if with the intention of reimbursing the Town, is prohibited and will result in disciplinary action. Should such purchases occur, the Town reserves the right to recover these monies from the employee. Cardholders are required to sign a declaration authorizing the Town to recover, from their salary, any amount expended in violation of this Policy.
3. Cash advances, money orders, bank drafts, traveler's checks, or electronic cash transfers.
4. Payment of invoices or statements of any kind.
5. Payment for temporary help, maintenance contracts, long-term agreements, or rentals or leasing of equipment (with the exception of lodging required for travel purposes or equipment needed for special events).

Any unauthorized use of a Town-issued credit card will be considered an improper use of government funds and may result in the cancellation of the card, withdrawal of Town-issued credit card privileges, and any or all of the following: (1) disciplinary action up to and including termination of employment, (2) referral to law enforcement, and (3) pursuit of other actions or remedies available to the Town at law or equity.

SALES TAX

The Town is a municipal government exempt from paying sales tax. Purchasers are responsible for ensuring that sales tax is not charged on any Town purchase. The Town's sales tax exemption certificate should be provided to the vendor upon request.

INDEPENDENT CONTRACTORS

A person or business entity is generally considered to be an independent contractor if the Town has the right to control or direct only the result of the work and not the means and methods of accomplishing it. Examples may include a professional consultant, software programmer, recreation instructor, electrician, etc. The rules for determining whether a person or entity is an independent contractor or an employee can be complex. A department should consult the Finance Director if assistance is needed with this determination.

It is the responsibility of the department and its personnel to comply with all provisions set forth in this independent contractor policy.

- A. Steps in contracting with independent contractors include:
1. Identification/Justification of the need for a contractor.
 2. Determination of funding status availability from the Finance Director.
 3. Solicitation of bids or quotes as required by this Policy.
 3. Negotiation of contract.
 4. Approval of agreement or contract by Town Management prior to execution of the agreement or contract.
 5. Contractor's IRS Form W-9 and, if applicable, a certificate of insurance, filed with Accounts Payable.

All Contracts must be completed, signed, and forwarded to the Town Management for signature. The original is kept in a file with the Town Clerk. A copy is returned to the originating department, which is responsible for providing the contractor with a copy. IRS Form W-9 must be completed, signed, and forwarded to Accounts Payable before any payments will be processed.

ETHICAL RESPONSIBILITIES

CONFLICTS OF INTEREST

As provided in C.R.S. 24-18-201 *et seq.*, and the Town's Code of Conduct and Ethics ("Town Ethics Code"), elected and appointed Town officials and Town employees shall not have a financial or other interest in any contract made by them as Town employees or officials, or by any Town body or board of which they are members or employees, except in the circumstances described in such statutes or the Town Ethics Code. Moreover, no Town official or Town employee shall award a contract or bid in violation of federal, state, or local procurement laws and policies established to maximize free and open competition among qualified vendors.

Elected and appointed Town officials and Town employees involved in the procurement process shall comply with all ethics laws governing contracts and procurement, and with the following:

1. As provided in C.R.S. 24-18-101 *et seq.*, and C.R.S. 24-18-201 *et seq.*, Town employees shall not have a financial or other interest in any contract made by them as Town employees, or by any Town body or board of which they are employees, except in

the circumstances described in such statutes. Such circumstances generally include contracts awarded via competitive solicitation procedures, contracts for which the employee has complied with the disclosure and recusal requirements of state law, and other limited situations. Town employees shall notify the Town Manager in writing of any actual or perceived conflict of interest. Any purchase or contract made in violation of this prohibition shall be void.

2. Relatives of Town employees may have a direct or indirect financial interest in a purchase or contract with the Town, but only if (i) the subject matter of the purchase or contract is unrelated to the related employee's official duties; (ii) the related employee has no oversight, involvement, or decision authority over the procurement process, purchase, or award of the contract, or over the Town employee(s) or official(s) with authority over the procurement process or award; (iii) the purchase or contract is made or awarded in compliance with applicable formal or informal competitive solicitation requirements in this Policy, and as otherwise provided in the Town's Charter, Code of Ordinances, and any other applicable Town policies, rules, or regulations; and (iv) the financial interest of the related employee is disclosed in the contract or purchase order. Any purchase or contract made in violation of this prohibition shall be void.
3. No elected or appointed Town official or any of their relatives shall have any direct or indirect financial or personal interest in any purchase or contract made by the Town unless (i) the purchase or contract is awarded in compliance with applicable formal or informal competitive solicitation requirements in this Policy, and as otherwise provided in the Town's Charter, Code of Ordinances, and any other applicable Town policies, rules, or regulations, and (ii) the official complies with all applicable procedures and disclosures prescribed in Section 7 of the Town's Code of Conduct and Ethics. Any purchase or contract made in violation of this prohibition shall be void.
4. Purchasers shall not solicit or accept (i) gratuities, gifts, consulting fees, trips, favors or anything having a monetary value more than sixty-five dollars (\$65.00) per year from a vendor, potential vendor, or from the family or employees of a vendor, potential vendor or bidder; or from any party to a sub-agreement or ancillary contract; or (ii) anything of any monetary value whatsoever from such persons under circumstances that would lead a reasonable person to believe that such gratuities, gifts, consulting fees, trips, favors, or thing of value was made or given primarily for the purpose of influencing or attempting to influence the Purchaser in connection with Procurement related actions or the Procurement process, or as a reward for any Procurement related action the Purchaser has previously taken.
5. As permitted by law, rule, policy, or regulation, the Town will pursue appropriate legal, administrative, or disciplinary action against any Purchaser who is alleged to have committed, admitted, or has been convicted of or pled no contest to a Procurement-related infraction. If said person has been convicted, disciplined, or pled no contest to a Procurement violation, said person shall be removed from any further responsibility or involvement with grants management, Procurement actions, or bids, consistent with state or federal policy.

6. In addition to this Policy, Town Council members and members of the Town's boards, commissions, and committees are required to comply with the Town's Code of Conduct and Ethics.

See Appendix A - Procurement Policies for Federally Funded and State Funded Projects and Programs for additional standards and requirements that apply to federal and state funded projects and programs.

POLICY UPDATES AND REVISIONS

The following Policy updates and revisions require approval of the Town Council through a resolution:

- Changes to the Town Management's purchasing thresholds;
- Procedures for entering into contracts for purchases, leases, and construction of public works (see Charter Sec. 12.05(1)); and
- Competitive bidding requirements for purchases of, or contracts for, supplies, material, equipment, or improvements (see Charter Sec. 12.05(2)).

All other updates and revisions to the Purchasing Policies and Procedures Manual are administered by the Finance Director, approved by Management, and are effective upon publication.

GLOSSARY OF TERMS

Contract - an agreement, enforceable by law, between two or more competent parties, to do or not to do something not prohibited by law, for a consideration; any type of Town agreement, regardless of what it maybe called, for the procurement or disposal of supplies, services, or construction.

Contract administration - the management of all actions, after the award of a contract, that must be taken to assure compliance with the contract, e.g., timely delivery, acceptance, payment, closing contract, etc.

Contractor - contractor means any person having a contract with the Town.

Invoice – a seller's itemized document stating prices and quantities of goods and/or services delivered and sent to buyer for payment.

Management – refers to either the Town Manager or the Deputy Town Manager.

Procurement - buying, purchasing, renting, leasing or otherwise acquiring any supplies, services, or construction. "Procurement" includes all the functions that pertain to the obtaining of any supply, service, or construction, including identification and description of requirements or standards for goods and services, selection and solicitation of sources, preparation and award of contract, and all phases of contract administration.

Professional Services - services of a specialized nature provided by persons possessing specialized educational qualifications, practical experience, or professional certification or licensing, including, without limitation, architects, engineers, legal counsel, planners, land surveyors, accountants, actuaries, financial

advisors, and high-tech equipment repair and maintenance.

Purchase order – a purchaser's written document to a supplier formally stating all terms and conditions of a proposed transaction.

Purchaser or Purchasers – a department, agency, or other unit of the Town of Severance, including the Town's Council members, employees, contract employees, officers, or agents who is/are engaged in any aspect of Procurement.

Quote - generally, a sales proposal including price, sales terms, and conditions; a price statement as an offer; a bid.

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

Services - the furnishing of labor, time, or effort.

Software - a set of programs, procedures and possibly associated documentation concerned with the operation of a data processing system.

Sole Source Purchase - the procurement of goods or services can only be obtained from a single supplier capable of meeting all specifications and purchase requirements or when it is in the Town's best interests, subject to the sole source purchasing requirements in this Policy.

Solicitation - the process of notifying prospective vendors that the Town wishes to receive bids or proposals to provide goods or services. The process might consist of public advertising, the mailing of invitations for bids or requests for proposal, the posting of notices, telephone calls to prospective vendors, etc.

Vendor - Any supplier, firm, individual, corporation, agent, or company who may desire to quote on the Town's requirements or who wants to purchase items offered for sale by the Town.

APPENDIX A

Procurement Policies for Federally Funded and State Funded Projects and Programs Reference 2 CFR 200.318-326

1. **Purpose of procurement standards.** These standards establish procedures for the Town of Severance procurement of supplies and other expendable property, equipment, and services utilizing federal or state funds. Upon grant award, all departments and operations of the Town expending federal or state grant monies shall follow these and all other requirements listed in 2 CFR 200.318-326 [eCFR :: 2 CFR Part 200 Subpart D - Procurement Standards](#) as applicable.
2. **Code of conduct.** No employee, officer, or agent shall participate in the selection, award, or administration of a contract or purchase order if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the entity selected for an award.
 - a. The officers, employees, and agents of the Town shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to sub agreements except for where the financial interest is not substantial, the gift is an unsolicited item of nominal value, and the gift is not in violation of state law or the Town's Code of Conduct and Ethics.
 - b. Members of the Town Council shall comply with all relevant fiduciary duties, including those governing conflicts of interest, when they vote upon matters related to procurement contracts in which they have a direct or indirect financial or personal interest.
 - c. Officers, employees, and agents of the Town shall be subject to disciplinary actions for violations of these standards. This code of conduct supplements the Town's Code of Conduct and Ethics.
3. **Competition.** All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open, and free competition. The Town shall be alert to organizational conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. To ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids, or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Town, considering price, quality, and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror shall fulfill in order for the bid or offer to be evaluated by the Town. All bids or offers may be rejected when it is in the Town's interest to do so. In all procurement, the Town shall avoid practices that are restrictive of competition. These include but are not limited to:
 - a. Placing unreasonable requirements on firms for them to qualify to do business;
 - b. Requiring unnecessary experience and excessive bonding;

- c. Noncompetitive pricing practices between firms or between affiliated companies;
- d. Noncompetitive awards to consultants that are on retainer contracts;
- e. Organizational conflicts of interest;
- f. Specifying only a brand-name product instead of allowing an equal product to be offered and describing the performance of other relevant requirements of the procurement; and
- g. any arbitrary action in the procurement process.

4. Methods of Procurement to be followed:

- a. Procurement by Micro-purchases. Micro-purchase is the acquisition of supplies or services under \$3,500. To the extent practicable, the Town must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the Town considers the price to be reasonable.
- b. Procurement by Small Purchase Procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than \$150,000. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.
- c. Procurement by Sealed Bids (formal advertising). Bids are publicly solicited, and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction.
- d. Procurement by Competitive Proposals. Competitive proposals are normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids.
- e. Procurement by Noncompetitive Proposals. Procurement by non-competitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply: The item is available only from a single source; the public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation; the Federal awarding agency or pass-through entity (State of Colorado) expressly authorizes noncompetitive proposals in response to a written request from the Town; or after solicitation of a number of sources, competition is determined inadequate.

5. Procurement procedures. All procurement by the Town shall comply, at a minimum with the following:

- a. The Town avoids purchasing unnecessary items.

- b. Where appropriate, an analysis is made of lease versus purchase alternatives to determine which would be the most economical and practical procurement.
- c. Solicitations for goods and services provide for all of the following:
 - i. clear and accurate description of the technical requirements for the material, product, or service to be procured. In competitive procurements, such a description shall not contain features which unduly restrict competition.
 - ii. Requirements which must be fulfilled and all other factors to be used in evaluating proposals submitted in response to solicitations. A description, whenever practicable, of technical requirements in terms of functions to be performed or performance required, including the range of acceptable characteristics or minimum acceptable standards.
 - iii. When relevant, the specific features of "brand name or equal" descriptions that are to be included in responses submitted to solicitation.
 - iv. The acceptance, to the extent practicable and economically feasible, of products and services dimensioned in the metric system of measurement.
 - v. Preference, to the extent practicable and economically feasible, for products and services that conserve natural resources and protect the environment and are energy efficient.
- d. All necessary affirmative steps shall be made by the Town to utilize small businesses, minority-owned firms, women's business enterprises, and labor surplus area firms, whenever possible. The Town shall take all of the following steps to further this goal: Placing qualified small and minority businesses and business enterprises on solicitation lists; assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; dividing total requirements, when economically feasible, into smaller tasks or any quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establishing delivery schedules, where the requirements permit, which encourage participation by small and minority businesses, and women's business enterprises; using the services and assistance, as appropriate, of such organizations as the Small Business Development Agency of the Department of Commerce; and requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above.
- e. The type of procuring instruments used (e.g., fixed price contracts, cost reimbursable contracts, purchase orders, and incentive contracts) shall be determined by the Town but shall be appropriate for the particular procurement and for promoting the best interest of the program or project involved. The "cost-plus-a-percentage-of-cost" or "percentage of construction cost" methods of contracting shall not be used.
- f. Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement. Consideration shall be given to such matters as contractor integrity,

record of past performance, financial and technical resources, or accessibility to other necessary resources.

- 6. Debarment and suspension** - No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

Federal Acquisition Requirements (FAR) - 2 CFR 200.320 - Methods of procurement to be followed		
Amended November 7, 2022 (see 2 CFR 200.320 for more information)		
Goods & Services	Type	Threshold/Bidding Tools
(determined by TOS as a non-Federal entity)**	Micro - Discretionary	No Competition Required*
up to \$250,000	Small Purchases	Not to exceed \$250,000 Simplified acquisition threshold (SAT)
\$250,000 and Over		Request for Proposal (RFP) Invitation for Bid (IFB) Invitation to Negotiate (ITN)**
*A governmental body without delegated purchasing authority may purchase goods or services with no competition required up to a limit of \$5,000.		
**The non-Federal entity is responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and its documented procurement procedures.		

State of Colorado - Purchasing Thresholds (R-24-103-201-01) Effective July 1, 2022		
Goods & Services	Type	Threshold/Bidding Tools
Up to \$50,000	Discretionary	No Competition Required*
\$50,000 to \$250,000	Small Purchases	Documented Quote (DQ)
\$250,000 and Over	--	Request for Proposal (RFP) Invitation for Bid (IFB) Invitation to Negotiate (ITN)**
Special circumstance procurements, emergency procurements, reverse auctions, and sole source procurements may be used at any threshold, with approval from the agency procurement official or Chief Procurement Office (CPO), as required.		
*A governmental body without delegated purchasing authority may purchase goods or services with no competition required up to a limit of \$5,000.		
**The non-Federal entity is responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and its documented procurement procedures.		



AGENDA ITEM SUMMARY

AGENDA ITEM	SUBMITTED BY	PRESENTED BY
Pg 166 - <u>PUBLIC HEARING</u> Ordinance No. 2023-04: Granting a Non-Exclusive Cable System Franchise and Approving a Cable System Franchise Agreement Between the Town of Severance and Comcast of Colorado IX, LLC, for the Operation of a Cable System in the Town Pursuant to the Terms of Such Agreement	Nicholas Wharton, Town Manager	Nicholas J. Wharton, MPA
ACTION REQUESTED		
Management asks that the Town Council review and discuss the proposed Ordinance 2023-04. • Actions that may be taken: ○ Move to approve Ordinance 2023-04 ○ Take no action		<u>Ordinance</u> <u>Attorney Approved</u> <u>Action Requested</u>
BRIEF SUMMARY		
Town Management has been in negotiations with Comcast of Colorado IX, LLC, for the construction, operation, and maintenance of a new cable system franchise in the Town of Severance. Special legal counsel, Kissinger & Fellman, P.C., has been assisting Town Management with the negotiation and drafting of a Cable Franchise Agreement with Comcast. Ordinance No. 2023-04 and the proposed Cable Franchise Agreement would grant a franchise to Comcast to install, operate, and maintain a cable system within the Town's rights-of-way for a term of 10 years, subject to renewal by the Town Council. Highlights of the Cable Franchise Agreement include: • \$25,000 Letter of Credit for incidents • Proposed building out of all subdivisions, except Saddler Ridge (At this time they were unable to provide service this far from the Town Core) • \$40,000 grant for creating accessibility to Town Meetings and Information Per Section 9.02 of the Town's Home Rule Charter, grants of public utility franchises shall be granted only by ordinance of the Town Council. A public hearing on the ordinance is recommended by both the Town Attorney and Town's special legal counsel to ensure the public has adequate notice and an opportunity to comment upon the proposed cable system franchise and Cable Franchise Agreement.		
PUBLIC SUPPORT/CONCERN		
The public is encouraged to comment on the proposed Cable Franchise Agreement at the public hearing on the ordinance. Staff did not receive comments from the public prior to the publication of		

the packet.

ANALYSIS AND RECOMMENDATION

Town Management recommends that the Town Council consider any public testimony received in the public hearing, and review, discuss, and take action to approve Ordinance No. 2023-04 approving the Cable Franchise Agreement with Comcast of Colorado IX, LLC.

MATERIALS SUBMITTED

The following materials were submitted and included in this packet:

1. Ordinance No. 2023-04 - Approving the Cable Franchise Agreement with Comcast of Colorado IX, LLC, and Granting Franchise
2. 2023 Town of Severance - Comcast Cable Franchise Agreement (Final)

**TOWN OF SEVERANCE
ORDINANCE NO. 2023-04**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF SEVERANCE,
COLORADO, GRANTING A NON-EXCLUSIVE CABLE SYSTEM FRANCHISE AND
APPROVING A CABLE SYSTEM FRANCHISE AGREEMENT BETWEEN THE TOWN
OF SEVERANCE AND COMCAST OF COLORADO IX, LLC, FOR THE OPERATION
OF A CABLE SYSTEM IN THE TOWN PURSUANT TO THE TERMS OF SUCH
AGREEMENT**

WHEREAS, Comcast of Colorado IX, LLC, locally known as Comcast (“Comcast”), desires to operate a cable television system within the Town of Severance (the “Town”); and

WHEREAS, in accordance with Article IX of the Home Rule Charter of the Town of Severance (“Charter”), the Town Council is authorized to grant public utility franchises by ordinance, provided, however, that no franchise, lease, or right to use the streets or the public places or property of the Town shall be granted for a term that exceeds 15 years; and

WHEREAS, the Town and Comcast have negotiated and prepared a Cable Franchise Agreement (“Agreement”) setting forth the terms and conditions under which the Town is willing to grant Comcast a non-exclusive franchise to make reasonable and lawful use of the public rights-of-way within the Town to construct, operate, maintain, reconstruct, and rebuild a cable system for the purpose of providing cable service to subscribers in the Town, in the form attached hereto as **Exhibit A**; and

WHEREAS, on March 28, 2023, the Town Council held a properly noticed public hearing to consider the proposed cable system franchise and Agreement and accepted public comment on the same; and

WHEREAS, the Town Council of the Town of Severance hereby finds that the public has had adequate notice and opportunity to comment upon the proposed cable system franchise and Agreement; and

WHEREAS, the Town Council hereby finds that the Town’s grant of a cable system franchise to Comcast pursuant to the terms of said Agreement would serve the public interest of the citizens of the Town of Severance and will meet the future cable-related needs of the community.

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

Section 1. The Cable Franchise Agreement between the Town of Severance and Comcast of Colorado IX, LLC, in the form attached hereto as **Exhibit A** and incorporated herein by this reference, is hereby approved, and Comcast of Colorado IX, LLC, is hereby granted a non-exclusive franchise to operate a cable system in the Town of Severance pursuant to the terms and conditions of such Cable Franchise Agreement for a term of ten (10) years from the

effective date of this ordinance. The Mayor is authorized to execute the Cable Franchise Agreement on behalf of the Town, subject to the requirement that Comcast shall have first executed the same.

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

Section 3. This ordinance is deemed necessary for the immediate protection of the health, welfare and safety of the community.

Section 4. This ordinance shall be effective thirty (30) days after publication as provided in Section 6.03(6) of the Town of Severance Home Rule Charter.

INTRODUCED, READ, ADOPTED, APPROVED, AND ORDERED PUBLISHED IN FULL this 28th day of March, 2023.

TOWN OF SEVERANCE, COLORADO

Matthew Fries, Mayor

ATTEST:

Leah Vanarsdall, MMC, Town Clerk

Approved as to Form:

Hayashi & Macsalka, LLC, Town Attorney

**COMCAST OF COLORADO IX, LLC, AND
THE TOWN OF SEVERANCE, COLORADO**

CABLE FRANCHISE AGREEMENT

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**COMCAST OF COLORADO IX, LLC, AND
TOWN OF SEVERANCE, COLORADO**

CABLE FRANCHISE AGREEMENT

SECTION 1. DEFINITIONS AND EXHIBITS

(A) DEFINITIONS

For the purposes of this Franchise, the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined shall be given their common and ordinary meaning. The word "shall" is always mandatory and not merely directory.

1.1 “Access Programming” means the creation and distribution of video programming and other services and signals where governmental institutions or their designees are the primary users having editorial control over programming and services.

1.2 “Activated” means the status of any capacity or part of the Cable System in which any Cable Service requiring the use of that capacity or part is available without further installation of system equipment, whether hardware or software.

1.3 “Affiliate,” when used in connection with Grantee, means any Person who owns or controls, is owned or controlled by, or is under common ownership or control with, Grantee.

1.4 “Applicable Law” means any statute, ordinance, judicial decision, executive order or regulation having the force and effect of law, that determines the legal standing of a case or issue.

1.5 “Bad Debt” means amounts lawfully billed to a Subscriber and owed by the Subscriber for Cable Service and accrued as revenues on the books of Grantee, but not collected after reasonable efforts have been made by Grantee to collect the charges.

1.6 “Basic Service” is the level of programming service which includes, at a minimum, all Broadcast Channels, and any additional Programming added by the Grantee, and is made available to all Cable Services Subscribers in the Franchise Area.

1.7 “Broadcast Channel” means local commercial television stations, qualified low power stations and qualified local noncommercial educational television stations, as referenced under 47 USC § 534 and 535.

1.8 “Broadcast Signal” means a television or radio signal transmitted over the air to a wide

geographic audience, and received by a Cable System by antenna, microwave, satellite dishes or any other means.

1.9 “Cable Act” means Title VI of the Communications Act of 1934, as amended.

1.10 “Cable Operator” means any Person or groups of Persons, including Grantee, who provide(s) Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System or who otherwise control(s) or is (are) responsible for, through any arrangement, the management and operation of such a Cable System.

1.11 “Cable Service” means the one-way transmission to Subscribers of video programming or other programming service, and Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

1.12 “Cable System” means any facility, including Grantee’s, consisting of a set of closed transmissions paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within a community, but such term does not include (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves Subscribers without using any Right-of-Way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the federal Communications Act (47 U.S.C. 201 et seq.), except that such facility shall be considered a Cable System (other than for purposes of Section 621(c) (47 U.S.C. 541(c)) to the extent such facility is used in the transmission of video programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services; (D) an open video system that complies with federal statutes; or (E) any facilities of any electric utility used solely for operating its electric utility systems.

1.13 “Channel” means a portion of the electromagnetic frequency spectrum which is used in the Cable System and which is capable of delivering a television channel (as television channel is defined by the FCC by regulation).

1.14 “Colorado Communications and Utility Alliance” or “CCUA” means the non-profit entity formed by franchising authorities and/or local governments in Colorado or its successor entity, whose purpose is, among other things, to communicate with regard to franchising matters collectively and cooperatively.

1.15 “Commercial Subscribers” means any Subscribers other than Residential Subscribers.

1.16 “Designated Access Provider” means the entity or entities designated now or in the future by the Grantor to manage or co-manage Access Channels and facilities. The Grantor may be a Designated Access Provider.

1.17 “Digital Starter Service” means the Tier of optional video programming services, which is the level of Cable Service received by most Subscribers above Basic Service and does not include

Premium Services.

1.18 “Downstream” means carrying a transmission from the Headend to remote points on the Cable System or to Interconnection points on the Cable System.

1.19 “Dwelling Unit” means any building, or portion thereof, that has independent living facilities, including provisions for cooking, sanitation and sleeping, and that is designed for residential occupancy. Buildings with more than one set of facilities for cooking shall be considered Multiple Dwelling Units unless the additional facilities are clearly accessory.

1.20 “FCC” means the Federal Communications Commission.

1.21 “Fiber Optic” means a transmission medium of optical fiber cable, along with all associated electronics and equipment, capable of carrying Cable Service by means of electric lightwave impulses.

1.22 “Franchise” means the document in which this definition appears, *i.e.*, the contractual agreement, executed between the Grantor and Grantee, containing the specific provisions of the authorization granted, including references, specifications, requirements and other related matters.

1.24 “Franchise Area” means the area within the jurisdictional boundaries of the Grantor, including any areas annexed by the Grantor during the term of this Franchise.

1.25 “Franchise Fee” means that fee payable to the Grantor described in subsection 3.1.

1.26 “Grantee” means Comcast of Colorado IX, LLC, or its lawful successor, transferee or assignee.

1.27 “Grantor” or “Town” or “Town of Severance” is the Town of Severance, Colorado, a body politic and corporate under the laws of the State of Colorado.

1.28 “Gross Revenues” means, and shall be construed broadly to include all revenues derived directly or indirectly by Grantee and/or an Affiliated Entity that is the cable operator of the Cable System, from the operation of Grantee’s Cable System to provide Cable Services within the Town. Gross revenues include, by way of illustration and not limitation:

- monthly fees for Cable Services, regardless of whether such Cable Services are provided to residential or commercial customers, including revenues derived from the provision of all Cable Services (including but not limited to pay or premium Cable Services, digital Cable Services, pay-per-view, pay-per-event and video-on-demand Cable Services);
- installation, reconnection, downgrade, upgrade or similar charges associated with changes in subscriber Cable Service levels;

- fees paid to Grantee for channels designated for commercial/leased access use and shall be allocated on a pro rata basis using total Cable Service subscribers within the Town of Severance;
- converter, remote control, and other Cable Service equipment rentals, leases, or sales;
- Advertising Revenues as defined herein;
- late fees, convenience fees and administrative fees which shall be allocated on a pro rata basis using Cable Services revenue as a percentage of total subscriber revenues within the Town;
- revenues from program guides;
- Franchise Fees;
- FCC Regulatory Fees; and,
- commissions from home shopping channels and other Cable Service revenue sharing arrangements which shall be allocated on a pro rata basis using total Cable Service subscribers within the Severance.

(A) “Advertising Revenues” shall mean revenues derived from sales of advertising that are made available to Grantee’s Cable System subscribers within the Town and shall be allocated on a pro rata basis using total Cable Service subscribers reached by the advertising. Additionally, Grantee agrees that Gross Revenues subject to franchise fees shall include all commissions, rep fees, Affiliated Entity fees, or rebates paid to National Cable Communications (“NCC”) and Comcast Spotlight (“Spotlight”) or their successors associated with sales of advertising on the Cable System within the Town allocated according to this paragraph using total Cable Service subscribers reached by the advertising.

(B) “Gross Revenues” shall not include:

- actual bad debt write-offs, except any portion which is subsequently collected which shall be allocated on a *pro rata* basis using Cable Services revenue as a percentage of total subscriber revenues within the Town;
- any taxes and/or fees on services furnished by Grantee imposed by any municipality, state or other governmental unit, provided that Franchise Fees and the FCC regulatory fee shall not be regarded as such a tax or fee;
- fees imposed by any municipality, state or other governmental unit on Grantee including but not limited to Public, Educational and Governmental (PEG) Fees;
- launch fees and marketing co-op fees; and,

- unaffiliated third-party advertising sales agency fees which are reflected as a deduction from revenues.

(C) To the extent revenues are received by Grantee for the provision of a discounted bundle of services which includes Cable Services and non-Cable Services, Grantee shall calculate revenues to be included in Gross Revenues using a methodology that allocates revenue on a *pro rata* basis when comparing the bundled service price and its components to the sum of the published rate card, except as required by specific federal, state or local law, it is expressly understood that equipment may be subject to inclusion in the bundled price at full rate card value. This calculation shall be applied to every bundled service package containing Cable Service from which Grantee derives revenues in the Town of Severance. The Grantor reserves its right to review and to challenge Grantee's calculations.

(D) Grantee reserves the right to change the allocation methodologies set forth in this Section 1.28 in order to meet the standards required by governing accounting principles as promulgated and defined by the Financial Accounting Standards Board ("FASB"), Emerging Issues Task Force ("EITF") and/or the U.S. Securities and Exchange Commission ("SEC"). Grantee will explain and document the required changes to the Grantor within three (3) months of making such changes, and as part of any audit or review of franchise fee payments, and any such changes shall be subject to 1.27(E) below.

(E) Resolution of any disputes over the classification of revenue should first be attempted by agreement of the Parties, but should no resolution be reached, the Parties agree that reference shall be made to generally accepted accounting principles ("GAAP") as promulgated and defined by the Financial Accounting Standards Board ("FASB"), Emerging Issues Task Force ("EITF") and/or the U.S. Securities and Exchange Commission ("SEC"). Notwithstanding the forgoing, the Grantor reserves its right to challenge Grantee's calculation of Gross Revenues, including the interpretation of GAAP as promulgated and defined by the FASB, EITF and/or the SEC.

1.29 "Headend" means any facility for signal reception and dissemination on a Cable System, including cables, antennas, wires, satellite dishes, monitors, switchers, modulators, processors for Broadcast Signals, equipment for the Interconnection of the Cable System with adjacent Cable Systems and Interconnection of any networks which are part of the Cable System, and all other related equipment and facilities.

1.30 "Leased Access Channel" means any Channel or portion of a Channel commercially available for video programming by Persons other than Grantee, for a fee or charge.

1.31 "Manager" means the Town Manager of the Grantor or designee.

1.32 "Person" means any individual, sole proprietorship, partnership, association, or corporation, or any other form of entity or organization.

1.33 “Premium Service” means programming choices (such as movie Channels, pay-per-view programs, or video on demand) offered to Subscribers on a per-Channel, per-program or per-event basis.

1.34 “Residential Subscriber” means any Person who receives Cable Service delivered to Dwelling Units or Multiple Dwelling Units, excluding such Multiple Dwelling Units billed on a bulk-billing basis.

1.35 “Right-of-Way” means each of the following which have been dedicated to the public or are hereafter dedicated to the public and maintained under public authority or by others and located within the Town: streets, roadways, highways, avenues, lanes, alleys, bridges, sidewalks, easements, rights-of-way and similar public property and areas. Parks, trails and open space are not considered Right-of-Way.

1.36 “State” means the State of Colorado.

1.37 “Subscriber” means any Person who or which elects to subscribe to, for any purpose, Cable Service provided by Grantee by means of or in connection with the Cable System and whose premises are physically wired and lawfully Activated to receive Cable Service from Grantee's Cable System, and who is in compliance with Grantee's regular and nondiscriminatory terms and conditions for receipt of service.

1.38 “Subscriber Network” means that portion of the Cable System used primarily by Grantee in the transmission of Cable Services to Residential Subscribers.

1.39 “Telecommunications” means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received (as provided in 47 U.S.C. Section 153(43)).

1.40 “Telecommunications Service” means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used (as provided in 47 U.S.C. Section 153(46)).

1.41 “Tier” means a group of Channels for which a single periodic subscription fee is charged.

1.42 “Town Board of Trustees” means the Severance Board of Trustees, or its successor, the governing body of the Town of Severance, Colorado.

1.43 “Two-Way” means that the Cable System is capable of providing both Upstream and Downstream transmissions.

1.44 “Upstream” means carrying a transmission to the Headend from remote points on the Cable System or from Interconnection points on the Cable System.

(B) EXHIBITS

The following documents, which are occasionally referred to in this Franchise, are formally incorporated and made a part of this Franchise by this reference:

- 1) ***Exhibit A***, entitled Customer Service Standards.
- 2) ***Exhibit B***, entitled Report Form.

SECTION 2. GRANT OF FRANCHISE

2.1 Grant

(A) The Grantor hereby grants to Grantee a nonexclusive authorization to make reasonable and lawful use of the Rights-of-Way within the Town of Severance to construct, operate, maintain, reconstruct and rebuild a Cable System for the purpose of providing Cable Service subject to the terms and conditions set forth in this Franchise and in any prior utility or use agreements entered into by Grantee with regard to any individual property. This Franchise shall constitute both a right and an obligation to provide the Cable Services required by, and to fulfill the obligations set forth in, the provisions of this Franchise.

(B) Nothing in this Franchise shall be deemed to waive the lawful requirements of any generally applicable Grantor ordinance existing as of the Effective Date, as defined in subsection 2.3. Nothing in this Franchise shall be deemed to waive the right of the Grantee to offer such other services as may be permitted by Applicable Law.

(C) Each and every term, provision or condition herein is subject to the provisions of State law, federal law, any Charter that may be adopted the Grantor, and the ordinances and regulations of the Grantor. The Charter and Municipal Code of the Grantor, as the same may be amended from time to time, are hereby expressly incorporated into this Franchise as if fully set out herein by this reference. Notwithstanding the foregoing, the Grantor may not unilaterally alter the material rights and obligations of Grantee under this Franchise.

(D) This Franchise shall not be interpreted to prevent the Grantor from imposing additional lawful conditions for use of the Rights-of-Way.

(E) Grantee promises and guarantees, as a condition of exercising the privileges granted by this Franchise, that any Affiliate of the Grantee directly involved in the offering of Cable Service in the Franchise Area, or directly involved in the management or operation of the Cable System in the Franchise Area, will also comply with the obligations of this Franchise.

(F) No rights shall pass to Grantee by implication. Without limiting the foregoing, by way of example and not limitation, this Franchise shall not include or be a substitute for:

(1) Any other permit or authorization required for the privilege of transacting and carrying on a business within the Town of Severance that may be required by the Grantor's ordinances and laws;

(2) Any permit, agreement, or authorization required by the Grantor for Right-of-Way users in connection with operations on or in Rights-of-Way or public property including, by way of example and not limitation, street cut permits; or

(3) Any permits or agreements for occupying any other property of the Grantor or private entities to which access is not specifically granted by this Franchise including, without limitation, permits and agreements for placing devices on poles, in conduits or in or on other structures.

(G) This Franchise is intended to convey limited rights and interests only as to those Rights-of-Way in which the Grantor has an actual interest. It is not a warranty of title or interest in any Right-of-Way; it does not provide the Grantee with any interest in any particular location within the Right-of-Way; and it does not confer rights other than as expressly provided in the grant hereof.

2.2 Use of Rights-of-Way

(A) Subject to the Grantor's supervision and control, Grantee may erect, install, construct, repair, replace, reconstruct, and retain in, on, over, under, upon, across, and along the Rights-of-Way within the Town of Severance such wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, pedestals, attachments and other property and equipment as are necessary and appurtenant to the operation of a Cable System within the Town of Severance. Grantee, through this Franchise, is granted extensive and valuable rights to operate its Cable System for profit using the Grantor's Rights-of-Way in compliance with all applicable Grantor construction codes and procedures. As trustee for the public, the Grantor is entitled to fair compensation as provided for in Section 3 of this Franchise to be paid for these valuable rights throughout the term of the Franchise.

(B) Grantee must follow Grantor established nondiscriminatory requirements for placement of Cable System facilities in Rights-of-Way, including the specific location of facilities in the Rights-of-Way, and must in any event install Cable System facilities in a manner that minimizes interference with the use of the Rights-of-Way by others, including others that may be installing communications facilities. Within limits reasonably related to the Grantor's role in protecting public health, safety and welfare, the Grantor may require that Cable System facilities be installed at a particular time, at a specific place or in a particular manner as a condition of access to a particular Right-of-Way; may deny access if Grantee is not willing to comply with Grantor's requirements; and may remove, or require removal of, any facility that is not installed by Grantee in compliance with the requirements established by the Grantor, or which is installed without prior Grantor approval of the time, place or manner of installation, and charge Grantee for all the costs

associated with removal; and may require Grantee to cooperate with others to minimize adverse impacts on the Rights-of-Way through joint trenching and other arrangements.

2.3 Effective Date and Term of Franchise

This Franchise and the rights, privileges and authority granted hereunder shall take effect on _____, 2023 (the "Effective Date"), and shall terminate on _____, 2033 unless terminated sooner as hereinafter provided.

2.4 Franchise Nonexclusive

This Franchise shall be nonexclusive, and subject to all prior rights, interests, easements or licenses granted by the Grantor to any Person to use any property, Right-of-Way, right, interest or license for any purpose whatsoever, including the right of the Grantor to use same for any purpose it deems fit, including the same or similar purposes allowed Grantee hereunder. The Grantor may at any time grant authorization to use the Rights-of-Way for any purpose not incompatible with Grantee's authority under this Franchise and for such additional franchises for Cable Systems as the Grantor deems appropriate.

2.5 Police Powers

Grantee's rights hereunder are subject to the police powers of the Grantor to adopt and enforce ordinances necessary to the safety, health, and welfare of the public, and Grantee agrees to comply with all laws and ordinances of general applicability enacted, or hereafter enacted, by the Grantor or any other legally constituted governmental unit having lawful jurisdiction over the subject matter hereof. The Grantor shall have the right to adopt, from time to time, such ordinances as may be deemed necessary in the exercise of its police power; provided that such hereinafter enacted ordinances shall be reasonable and not materially modify the terms of this Franchise. Any conflict between the provisions of this Franchise and any other present or future lawful exercise of the Grantor's police powers shall be resolved in favor of the latter.

2.6 Competitive Equity

(A) The Grantee acknowledges and agrees that the Grantor reserves the right to grant one (1) or more additional franchises or other similar lawful authorization to provide Cable Services within the Franchising Area. If the Grantor grants such an additional franchise or other similar lawful authorization containing material terms and conditions that differ from Grantee's material obligations under this Franchise, then the Grantor agrees that the obligations in this Franchise will, pursuant to the process set forth in this Section, be amended to include any material terms or conditions that it imposes upon the new entrant, or provide relief from existing material terms or conditions, so as to insure that the regulatory and financial burdens on each entity are materially equivalent. "Material terms and conditions" include, but are not limited to: franchise fees; insurance; System build-out requirements; security instruments; Access support; customer service standards; required reports and related record keeping; competitive equity (or

its equivalent) and notice and opportunity to cure breaches. The parties agree that this provision shall not require a word for word identical franchise or authorization for a competitive entity so long as the regulatory and financial burdens on each entity are materially equivalent. Video Programming services delivered over wireless broadband networks are specifically exempted from the requirements of this Section.

(B) The modification process of this Franchise as provided for in Section 2.6 (A) shall only be initiated by written notice by the Grantee to the Grantor regarding specified franchise obligations. Grantee's notice shall address the following: (1) identifying the specific terms or conditions in the competitive cable services franchise which are materially different from Grantee's obligations under this Franchise; (2) identifying the Franchise terms and conditions for which Grantee is seeking amendments; (3) providing text for any proposed Franchise amendments to the Grantor, with a written explanation of why the proposed amendments are necessary and consistent.

(C) Upon receipt of Grantee's written notice as provided in Section 2.6 (B), the Grantor and Grantee agree that they will use best efforts in good faith to negotiate Grantee's proposed Franchise modifications, and that such negotiation will proceed and conclude within a ninety (90) day time period, unless that time period is reduced or extended by mutual agreement of the parties. If the Grantor and Grantee reach agreement on the Franchise modifications pursuant to such negotiations, then the Grantor shall amend this Franchise to include the modifications.

(D) In the alternative to Franchise modification negotiations as provided for in Section 2.6 (C), or if the Grantor and Grantee fail to reach agreement in such negotiations, Grantee may, at its option, elect to replace this Franchise by opting into the franchise or other similar lawful authorization that the Grantor grants to another provider of Cable Services, with the understanding that Grantee will use its current system design and technology infrastructure to meet any requirements of the new franchise so as to insure that the regulatory and financial burdens on each entity are equivalent. If Grantee so elects, the Grantor shall immediately commence proceedings to replace this Franchise with the franchise issued to the other Cable Services provider.

(E) Notwithstanding anything contained in this Section 2.6(A) through (D) to the contrary, the Grantor shall not be obligated to amend or replace this Franchise unless the new entrant makes Cable Services available for purchase by Subscribers or customers under its franchise agreement with the Town of Severance.

(F) Notwithstanding any provision to the contrary, at any time that a wireline facilities based entity, legally authorized by state or federal law, makes available for purchase by Subscribers or customers, Cable Services or multiple Channels of video programming within the Franchise Area without a franchise or other similar lawful authorization granted by the Grantor, then:

- (1) Grantee may negotiate with the Grantor to seek Franchise modifications as per Section 2.6(C) above; or
- (2) the term of Grantee's Franchise shall, upon ninety (90) days written notice from Grantee, be shortened so that the Franchise shall be deemed to expire on a date eighteen (18) months from the first day of the month following the date of Grantee's notice; or,
- (3) Grantee may assert, at Grantee's option, that this Franchise is rendered "commercially impracticable," and invoke the modification procedures set forth in Section 625 of the Cable Act.

2.7 Familiarity with Franchise

The Grantee acknowledges and warrants by acceptance of the rights, privileges and agreements granted herein, that it has carefully read and fully comprehends the terms and conditions of this Franchise and is willing to and does accept all lawful and reasonable risks of the meaning of the provisions, terms and conditions herein. The Grantee further acknowledges and states that it has fully studied and considered the requirements and provisions of this Franchise, and finds that the same are commercially practicable at this time, and consistent with all local, State and federal laws and regulations currently in effect, including the Cable Act.

2.8 Effect of Acceptance

By accepting the Franchise, the Grantee: (1) acknowledges and accepts the Grantor's legal right to issue and enforce the Franchise; (2) accepts and agrees to comply with each and every provision of this Franchise subject to Applicable Law; and (3) agrees that the Franchise was granted pursuant to processes and procedures consistent with Applicable Law, and that it will not raise any claim to the contrary.

SECTION 3. FRANCHISE FEE PAYMENT AND FINANCIAL CONTROLS

3.1 Franchise Fee

As compensation for the benefits and privileges granted under this Franchise and in consideration of permission to use the Grantor's Rights-of-Way, Grantee shall continue to pay as a Franchise Fee to the Grantor, throughout the duration of and consistent with this Franchise, an amount equal to five percent (5%) of Grantee's Gross Revenues.

3.2 Payments

Grantee's Franchise Fee payments to the Grantor shall be computed quarterly for the preceding calendar quarter ending March 31, June 30, September 30, and December 31. Each quarterly payment shall be due and payable no later than forty-five (45) days after said dates.

3.3 Acceptance of Payment and Recomputation

No acceptance of any payment shall be construed as an accord by the Grantor that the amount paid is, in fact, the correct amount, nor shall any acceptance of payments be construed as a release of any claim the Grantor may have for further or additional sums payable or for the performance of any other obligation of Grantee.

3.4 Quarterly Franchise Fee Reports

Each payment shall be accompanied by a written report to the Grantor, or concurrently sent under separate cover, verified by an authorized representative of Grantee, containing an accurate statement in summarized form, as well as in detail, of Grantee's Gross Revenues and the computation of the payment amount. Such reports shall detail all Gross Revenues of the Cable System.

3.5 Annual Franchise Fee Reports

Grantee shall, within sixty (60) days after the end of each year, furnish to the Grantor a statement stating the total amount of Gross Revenues for the year and all payments, deductions and computations for the period.

3.6 Audits

On an annual basis, upon thirty (30) days prior written notice, the Grantor, including the Grantor's Auditor or his/her authorized representative, shall have the right to conduct an independent audit/review of Grantee's records reasonably related to the administration or enforcement of this Franchise. Pursuant to subsection 1.28, as part of the Franchise Fee audit/review the Grantor shall specifically have the right to review relevant data related to the allocation of revenue to Cable Services in the event Grantee offers Cable Services bundled with non-Cable Services. For purposes of this section, "relevant data" shall include, at a minimum, Grantee's records, produced and maintained in the ordinary course of business, showing the subscriber counts per package and the revenue allocation per package for each package that was available for Grantor subscribers during the audit period. To the extent that the Grantor does not believe that the relevant data supplied is sufficient for the Grantor to complete its audit/review, the Grantor may require other relevant data. For purposes of this Section 3.6, the "other relevant data" shall generally mean all: (1) billing reports, (2) financial reports (such as General Ledgers) and (3) sample customer bills used by Grantee to determine Gross Revenues for the Franchise Area that would allow the Grantor to recompute the Gross Revenue determination. If the audit/review shows that Franchise Fee payments have been underpaid by five percent (5%) or more (or such other contract underpayment threshold as set forth in a generally applicable and enforceable regulation or policy of the Grantor related to audits), Grantee shall pay the total cost of the audit/review, such cost not to exceed five thousand dollars (\$5,000) for each year of the audit period. The Grantor's right to audit/review and the Grantee's obligation to retain records related to this subsection shall expire three (3) years after each Franchise Fee payment has been made to the Grantor.

3.7 Late Payments

In the event any payment due quarterly is not received within forty-five (45) days from the end of the calendar quarter, Grantee shall pay interest on the amount due (at the prime rate as listed in the Wall Street Journal on the date the payment was due), compounded daily, calculated from the date the payment was originally due until the date the Grantor receives the payment.

3.8 Underpayments

If a net Franchise Fee underpayment is discovered as the result of an audit, Grantee shall pay interest at the rate of the eight percent (8%) per annum, compounded quarterly, calculated from the date each portion of the underpayment was originally due until the date Grantee remits the underpayment to the Grantor.

3.9 Alternative Compensation

In the event the obligation of Grantee to compensate the Grantor through Franchise Fee payments is lawfully suspended or eliminated, in whole or part, then Grantee shall comply with any other Applicable Law related to the right to occupy the Grantor's Rights-of-Way and compensation therefor.

3.10 Maximum Legal Compensation

The parties acknowledge that, at present, applicable federal law limits the Grantor to collection of a maximum permissible Franchise Fee of five percent (5%) of Gross Revenues. In the event that at any time during the duration of this Franchise, the Grantor is authorized to collect an amount in excess of five percent (5%) of Gross Revenues, then this Franchise may be amended unilaterally by the Grantor through the same process that the Franchise was adopted to provide that such excess amount shall be added to the Franchise Fee payments to be paid by Grantee to the Grantor hereunder, provided that Grantee has received at least ninety (90) days prior written notice from the Grantor of such amendment, so long as all cable operators in the Grantor are paying the same Franchise Fee amount.

3.11 Tax Liability

The Franchise Fees shall be in addition to any and all taxes or other levies or assessments which are now or hereafter required to be paid by businesses in general by any law of the Grantor, the State or the United States including, without limitation, sales, use and other taxes, business license fees or other payments. Payment of the Franchise Fees under this Franchise shall not exempt Grantee from the payment of any other license fee, permit fee, tax or charge on the business, occupation, property or income of Grantee that may be lawfully imposed by the Grantor. Any other license fees, taxes or charges shall be of general applicability in nature and shall not be levied against Grantee solely because of its status as a Cable Operator, or against Subscribers,

solely because of their status as such.

3.12 Financial Records

Grantee agrees to meet with a representative of the Grantor upon request to review Grantee's methodology of record-keeping, financial reporting, the computing of Franchise Fee obligations and other procedures, the understanding of which the Grantor deems necessary for reviewing reports and records.

3.13 Payment on Termination

If this Franchise terminates for any reason, the Grantee shall file with the Grantor within ninety (90) calendar days of the date of the termination, a financial statement, certified by an independent certified public accountant, showing the Gross Revenues received by the Grantee since the end of the previous fiscal year. The Grantor reserves the right to satisfy any remaining financial obligations of the Grantee to the Grantor by utilizing the funds available in the letter of credit or other security provided by the Grantee.

3.14 Additional Commitments Not Franchise Fee Payments

(A) The PEG Capital Contribution pursuant to Section 9.2, as well as any charges incidental to the awarding or enforcing of this Franchise (including, without limitation, payments for bonds, security funds, letters of credit, insurance, indemnification, penalties or liquidated damage) and Grantee's costs of compliance with Franchise obligations (including, without limitation, compliance with customer service standards and build out obligations) shall not be offset against Franchise Fees. Furthermore, the Grantor and Grantee agree that any local tax of general applicability shall be in addition to any Franchise Fees required herein, and there shall be no offset against Franchise Fees.

SECTION 4. ADMINISTRATION AND REGULATION

4.1 Authority

(A) The Grantor shall be vested with the power and right to reasonably regulate the exercise of the privileges permitted by this Franchise in the public interest, or to delegate that power and right, or any part thereof, to the extent permitted under Federal, State and local law, to any agent including, but not limited to, the CCUA, in its sole discretion.

(B) Nothing in this Franchise shall limit nor expand the Grantor's right of eminent domain under State law.

4.2 Rates and Charges

All of Grantee's rates and charges related to or regarding Cable Services shall be subject to regulation by the Grantor to the full extent authorized by applicable federal, State and local laws.

4.3 Rate Discrimination

All of Grantee's rates and charges shall be published (in the form of a publicly available rate card) and be non-discriminatory as to all Persons and organizations of similar classes, under similar circumstances and conditions. Grantee shall apply its rates in accordance with Applicable Law, with identical rates and charges for all Subscribers receiving identical Cable Services, without regard to race, color, ethnic or national origin, religion, age, sex, sexual orientation, marital, military or economic status, or physical or mental disability or geographic location within the Town of Severance. Grantee shall offer the same Cable Services to all Residential Subscribers at identical rates to the extent required by Applicable Law and to Multiple Dwelling Unit Subscribers to the extent authorized by FCC rules or applicable Federal law. Grantee shall permit Subscribers to make any lawful in-residence connections the Subscriber chooses without additional charge nor penalizing the Subscriber therefor. However, if any in-home connection requires service from Grantee due to signal quality, signal leakage or other factors, caused by improper installation of such in-home wiring or faulty materials of such in-home wiring, the Subscriber may be charged reasonable service charges by Grantee. Nothing herein shall be construed to prohibit:

- (A) The temporary reduction or waiving of rates or charges in conjunction with valid promotional campaigns; or,
- (B) The offering of reasonable discounts to senior citizens or economically disadvantaged citizens; or,
- (C) The offering of rate discounts for Cable Service; or,
- (D) The Grantee from establishing different and nondiscriminatory rates and charges and classes of service for Commercial Subscribers, as allowable by federal law and regulations.

4.4 Filing of Rates and Charges

(A) Throughout the term of this Franchise, Grantee shall maintain on file with the Grantor a complete schedule of applicable rates and charges for Cable Services provided under this Franchise. Nothing in this subsection shall be construed to require Grantee to file rates and charges under temporary reductions or waivers of rates and charges in conjunction with promotional campaigns.

(B) Upon request of the Grantor, Grantee shall provide a complete schedule of current

rates and charges for any and all Leased Access Channels, or portions of such Channels, provided by Grantee. The schedule shall include a description of the price, terms, and conditions established by Grantee for Leased Access Channels.

4.5 Cross Subsidization

Grantee shall comply with all Applicable Laws regarding rates for Cable Services and all Applicable Laws covering issues of cross subsidization.

4.6 Reserved Authority

Both Grantee and the Grantor reserve all rights they may have under the Cable Act and any other relevant provisions of federal, State, or local law.

4.7 Franchise Amendment Procedure

Either party may at any time seek an amendment of this Franchise by so notifying the other party in writing. Within thirty (30) days of receipt of notice, the Grantor and Grantee shall meet to discuss the proposed amendment(s). If the parties reach a mutual agreement upon the suggested amendment(s), such amendment(s) shall be submitted to the Board of Trustees for its approval. If so approved by the Board of Trustees and the Grantee, then such amendment(s) shall be deemed part of this Franchise. If mutual agreement is not reached, there shall be no amendment.

4.8 Performance Evaluations

(A) The Grantor may hold performance evaluation sessions upon ninety (90) days written notice, provided that such evaluation sessions shall be held no more frequently than once every two (2) years. All such evaluation sessions shall be conducted by the Grantor.

(B) Special evaluation sessions may be held at any time by the Grantor during the term of this Franchise, upon ninety (90) days written notice to Grantee.

(C) All regular evaluation sessions shall be open to the public and announced at least two (2) weeks in advance in any manner within the discretion of the Grantor. Grantee shall also include with or on the Subscriber billing statements for the billing period immediately preceding the commencement of the session, written notification of the date, time, and place of the regular performance evaluation session, and any special evaluation session as required by the Grantor, provided Grantee receives appropriate advance notice.

(D) Topics which may be discussed at any evaluation session may include, but are not limited to, Cable Service rate structures; Franchise Fee payments; liquidated damages; free or discounted Cable Services; application of new technologies; Cable System performance; Cable Services provided; programming offered; Subscriber complaints; privacy; amendments to this Franchise; judicial and FCC rulings; line extension policies; and the Grantor or Grantee's rules;

provided that nothing in this subsection shall be construed as requiring the renegotiation of this Franchise.

(E) During evaluations under this subsection, Grantee shall fully cooperate with the Grantor and shall provide such information and documents as the Grantor may reasonably require to perform the evaluation.

4.9 Late Fees

(A) For purposes of this subsection, any assessment, charge, cost, fee or sum, however characterized, that the Grantee imposes upon a Subscriber solely for late payment of a bill is a late fee and shall be applied in accordance with the Grantor's Customer Service Standards, as the same may be amended from time to time by the Board of Trustees acting by ordinance or resolution, or as the same may be superseded by Applicable Law.

(B) Nothing in this subsection shall be deemed to create, limit or otherwise affect the ability of the Grantee, if any, to impose other assessments, charges, fees or sums other than those permitted by this subsection, for the Grantee's other services or activities it performs in compliance with Applicable Law, including FCC law, rule or regulation.

(C) The Grantee's late fee and disconnection policies and practices shall be consistent with Applicable Law.

4.10 Force Majeure

In the event Grantee is prevented or delayed in the performance of any of its obligations under this Franchise by reason beyond the control of Grantee, Grantee shall have a reasonable time, under the circumstances, to perform the affected obligation under this Franchise or to procure a substitute for such obligation which is satisfactory to the Grantor. Those conditions which are not within the control of Grantee include, but are not limited to, natural disasters, civil disturbances, work stoppages or labor disputes, pandemics, power outages, telephone network outages, and severe or unusual weather conditions which have a direct and substantial impact on the Grantee's ability to provide Cable Services in the Town of Severance and which was not caused and could not have been avoided by the Grantee which used its best efforts in its operations to avoid such results.

If Grantee believes that a reason beyond its control has prevented or delayed its compliance with the terms of this Franchise, Grantee shall provide documentation as reasonably required by the Grantor to substantiate the Grantee's claim. If Grantee has not yet cured the deficiency, Grantee shall also provide the Grantor with its proposed plan for remediation, including the timing for such cure.

SECTION 5. FINANCIAL AND INSURANCE REQUIREMENTS

5.1 Indemnification

(A) General Indemnification. Grantee shall indemnify, defend and hold the Grantor, its officers, officials, boards, commissions, agents and employees, harmless from any action or claim for injury, damage, loss, liability, cost or expense, including court and appeal costs and reasonable attorneys' fees or reasonable expenses, arising from any casualty or accident to Person or property, including, without limitation, copyright infringement, defamation, and all other damages in any way arising out of, or by reason of, any construction, excavation, operation, maintenance, reconstruction, or any other act done under this Franchise, by or for Grantee, its agents, or its employees, or by reason of any neglect or omission of Grantee. Grantee shall consult and cooperate with the Grantor while conducting its defense of the Grantor. Grantee shall not be obligated to indemnify the Grantor to the extent of the Grantor's negligence or willful misconduct.

(B) Indemnification for Relocation. Grantee shall indemnify the Grantor for any damages, claims, additional costs or reasonable expenses assessed against, or payable by, the Grantor arising out of, or resulting from, directly or indirectly, Grantee's failure to remove, adjust or relocate any of its facilities in the Rights-of-Way in a timely manner in accordance with any relocation required by the Grantor.

(C) Additional Circumstances. Grantee shall also indemnify, defend and hold the Grantor harmless for any claim for injury, damage, loss, liability, cost or expense, including court and appeal costs and reasonable attorneys' fees or reasonable expenses in any way arising out of:

(1) The lawful actions of the Grantor in granting this Franchise to the extent such actions are consistent with this Franchise and Applicable Law.

(2) Damages arising out of any failure by Grantee to secure consents from the owners, authorized distributors, or licensees/licensors of programs to be delivered by the Cable System, whether or not any act or omission complained of is authorized, allowed or prohibited by this Franchise.

(D) Procedures and Defense. If a claim or action arises, the Grantor or any other indemnified party shall promptly tender the defense of the claim to Grantee, which defense shall be at Grantee's expense. The Grantor may participate in the defense of a claim, but if Grantee provides a defense at Grantee's expense then Grantee shall not be liable for any attorneys' fees, expenses or other costs that Grantor may incur if it chooses to participate in the defense of a claim, unless and until separate representation as described below in Paragraph 5.1(F) is required. In that event the provisions of Paragraph 5.1(F) shall govern Grantee's responsibility for Town's attorney's fees, expenses or other costs. In any event, Grantee may not agree to any settlement of claims affecting the Grantor without the Grantor's approval.

(E) Non-waiver. The fact that Grantee carries out any activities under this Franchise through independent contractors shall not constitute an avoidance of or defense to Grantee's duty of defense and indemnification under this subsection.

(F) Expenses. If separate representation to fully protect the interests of both parties is or becomes necessary, such as a conflict of interest between the Grantor and the counsel selected by Grantee to represent the Grantor, Grantee shall pay, from the date such separate representation is required forward, all reasonable expenses incurred by the Grantor in defending itself with regard to any action, suit or proceeding indemnified by Grantee. Provided, however, that in the event that such separate representation is or becomes necessary, and Grantor desires to hire counsel or any other outside experts or consultants and desires Grantee to pay those expenses, then Grantor shall be required to obtain Grantee's consent to the engagement of such counsel, experts or consultants, such consent not to be unreasonably withheld. The Grantor's expenses shall include all reasonable out-of-pocket expenses, such as consultants' fees, and shall also include the reasonable value of any services rendered by the Grantor Attorney or his/her assistants or any employees of the Grantor or its agents but shall not include outside attorneys' fees for services that are unnecessarily duplicative of services provided the Grantor by Grantee.

5.2 Insurance

(A) Grantee shall maintain in full force and effect at its own cost and expense each of the following policies of insurance, but in no event shall occurrence basis minimum limits be less than provided for by C.R.S. §24-10-114(1)(b):

(1) Commercial General Liability insurance with limits of no less than two million dollars (\$2,000,000.00) per occurrence for bodily injury and property damage and four million dollars (\$4,000,000.00) annual aggregate. Such insurance shall cover liability for premises, operations, independent contractors, products/completed operations, personal and advertising injury, and the tort liability of another assumed in a business contract. Such policy shall provide completed operations coverage for additional insured and shall have cross liability coverage either by way of a separation of insureds clause or otherwise. There shall be a waiver of subrogation and rights of recovery against the Grantor, its officers, officials and employees. Coverage shall apply as to claims between insureds on the policy, if applicable.

(2) Commercial Automobile Liability insurance with minimum single limits for bodily injury and property damage of two million dollars (\$2,000,000.00) each accident with respect to each of Grantee's owned, hired and non-owned vehicles assigned to or used in the operation of the Cable System in the Town. These requirements can be satisfied by providing either excess liability or umbrella liability coverage consistent with the requirements described in subsection (1) above. The policy shall contain a severability of interests provision.

(B) The insurance shall not be canceled or materially changed so as to be out of compliance with these requirements without thirty (30) days' written notice first provided to the Grantor, via certified mail, and ten (10) days' notice for nonpayment of premium. If the insurance is canceled or materially altered so as to be out of compliance with the requirements of this subsection within the term of this Franchise, Grantee shall provide a replacement policy. Grantee agrees to maintain continuous uninterrupted insurance coverage, in at least the amounts required, for the duration of this Franchise.

5.3 Deductibles / Certificate of Insurance

Any deductible of the policies shall not in any way limit Grantee's liability to the Grantor.

(A) Endorsements.

(1) All policies shall contain, or shall be endorsed so that:

(a) The Grantor, its officers, officials, boards, commissions, employees and agents are to be covered as, and have the rights of, additional insureds with respect to liability arising out of activities performed by, or on behalf of, Grantee under this Franchise or Applicable Law, or in the construction, operation or repair, or ownership of the Cable System;

(b) Grantee's insurance coverage shall be primary insurance with respect to the Grantor, its officers, officials, boards, commissions, employees and agents. Any insurance or self-insurance maintained by the Grantor, its officers, officials, boards, commissions, employees and agents shall be in excess of the Grantee's insurance and shall not contribute to it; and

(c) Grantee's insurance shall apply separately to each insured against whom a claim is made or lawsuit is brought, except with respect to the limits of the insurer's liability.

(B) Acceptability of Insurers. The insurance obtained by Grantee shall be placed with insurers with a Best's rating of no less than "A VII."

(C) Verification of Coverage. The Grantee shall furnish the Grantor with certificates of insurance and endorsements or a copy of the page of the policy reflecting blanket additional insured status. The certificates and endorsements for each insurance policy are to be signed by a Person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on standard forms or such forms as are consistent with standard industry practices.

(D) Self-Insurance. In the alternative to providing a certificate of insurance to the Grantor certifying insurance coverage as required above, Grantee may provide self-insurance in

the same amount and level of protection for Grantee and Grantor, its officers, agents and employees as otherwise required under this Section. The adequacy of self-insurance shall be subject to the periodic review and approval of the Grantor.

5.4 Letter of Credit

(A) If there is a claim by the Grantor of an uncured breach by Grantee of a material provision of this Franchise or pattern of repeated violations of any provision(s) of this Franchise, then the Grantor may require and Grantee shall establish and provide within thirty (30) days from receiving notice from the Grantor, to the Grantor as security for the faithful performance by Grantee of all of the provisions of this Franchise, a letter of credit from a financial institution satisfactory to the Grantor in the amount of twenty-five thousand dollars (\$25,000).

(B) In the event that Grantee establishes a letter of credit pursuant to the procedures of this Section, then the letter of credit shall be maintained twenty-five thousand dollars (\$25,000) until the allegations of the uncured breach have been resolved.

(C) As an alternative to the provision of a Letter of Credit to the Grantor as set forth in Subsections 5.4 (A) and (B) above, if the Grantor is a member of CCUA, and if Grantee provides a Letter of Credit to CCUA in an amount agreed to between Grantee and CCUA for the benefit of its members, in order to collectively address claims reference in 5.4 (A), Grantee shall not be required to provide a separate Letter of Credit to the Grantor.

(D) After completion of the procedures set forth in Section 12.1 or other applicable provisions of this Franchise, the letter of credit may be drawn upon by the Grantor for purposes including, but not limited to, the following:

(1) Failure of Grantee to pay the Grantor sums due under the terms of this Franchise;

(2) Reimbursement of costs borne by the Grantor to correct Franchise violations not corrected by Grantee;

(3) Monetary remedies or damages assessed against Grantee due to default or breach of Franchise requirements; and,

(4) Failure to comply with the Customer Service Standards of the Grantor, as the same may be amended from time to time by the Board of Trustees acting by ordinance or resolution.

(E) The Grantor shall give Grantee written notice of any withdrawal under this subsection upon such withdrawal. Within seven (7) days following receipt of such notice, Grantee shall restore the letter of credit to the amount required under this Franchise.

(F) Grantee shall have the right to appeal to the Board of Trustees for reimbursement in the event Grantee believes that the letter of credit was drawn upon improperly. Grantee shall also have the right of judicial appeal if Grantee believes the letter of credit has not been properly drawn upon in accordance with this Franchise. Any funds the Grantor erroneously or wrongfully withdraws from the letter of credit shall be returned to Grantee with interest, from the date of withdrawal at a rate equal to the prime rate of interest as quoted in the Wall Street Journal.

SECTION 6. CUSTOMER SERVICE

6.1 Customer Service Standards

Grantee shall comply with Customer Service Standards of the Grantor, as the same may be amended from time to time by the Board of Trustees in its sole discretion, acting by ordinance. Any requirement in Customer Service Standards for a “local” telephone number may be met by the provision of a toll-free number. The Customer Services Standards in effect as of the Effective Date of this Franchise are attached as Exhibit A. Grantee reserves the right to challenge any customer service ordinance which it believes is inconsistent with its contractual rights under this Franchise.

6.2 Subscriber Privacy

Grantee shall fully comply with any provisions regarding the privacy rights of Subscribers contained in federal, State, or local law.

6.3 Subscriber Contracts

Grantee shall not enter into a contract with any Subscriber which is in any way inconsistent with the terms of this Franchise, or any Exhibit hereto, or the requirements of any applicable Customer Service Standard. Upon request, Grantee will provide to the Grantor a sample of the Subscriber contract or service agreement then in use.

6.4 Advance Notice to Grantor

The Grantee shall use reasonable efforts to furnish information provided to Subscribers or the media in the normal course of business to the Grantor in advance.

6.5 Identification of Local Franchise Authority on Subscriber Bills

Within sixty (60) days after written request from the Grantor, Grantee shall place the Grantor’s phone number on its Subscriber bills, to identify where a Subscriber may call to address escalated complaints.

SECTION 7. REPORTS AND RECORDS

7.1 Open Records

Grantee shall manage all of its operations in accordance with a policy of keeping its documents and records open and accessible to the Grantor. The Grantor, including the Grantor's Auditor or his/her authorized representative, shall have access to, and the right to inspect, any books and records of Grantee, its parent corporations and Affiliates which are reasonably related to the administration or enforcement of the terms of this Franchise. Grantee shall not deny the Grantor access to any of Grantee's records on the basis that Grantee's records are under the control of any parent corporation, Affiliate or a third party. The Grantor may, in writing, request copies of any such records or books and Grantee shall provide such copies within thirty (30) days of the transmittal of such request. One (1) copy of all reports and records required under this or any other subsection shall be furnished to the Grantor, at the sole expense of Grantee. If the requested books and records are too voluminous, or for security reasons cannot be copied or removed, then Grantee may request, in writing within ten (10) days, that the Grantor inspect them at Grantee's local offices. If any books or records of Grantee are not kept in a local office and not made available in copies to the Grantor upon written request as set forth above, and if the Grantor determines that an examination of such records is necessary or appropriate for the performance of any of the Grantor's duties, administration or enforcement of this Franchise, then all reasonable travel and related expenses incurred in making such examination shall be paid by Grantee.

7.2 Confidentiality

The Grantor agrees to treat as confidential any books or records that constitute proprietary or confidential information under federal or State law, to the extent Grantee makes the Grantor aware of such confidentiality. Grantee shall be responsible for clearly and conspicuously stamping the word "Confidential" on each page that contains confidential or proprietary information and shall provide a brief written explanation as to why such information is confidential under State or federal law. If the Grantor believes it must release any such confidential books and records in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. If the Grantor receives a demand from any Person for disclosure of any information designated by Grantee as confidential, the Grantor shall, so far as consistent with Applicable Law, advise Grantee and provide Grantee with a copy of any written request by the party demanding access to such information within a reasonable time. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by Applicable Law, it shall deny access to any of Grantee's books and records marked confidential as set forth above to any Person. Grantee shall reimburse the Grantor for all reasonable costs and attorney's fees incurred in any legal proceedings pursued under this Section.

7.3 Records Required

(A) Grantee shall at all times maintain, and shall furnish to the Grantor upon 30 days written request and subject to Applicable Law:

(1) A complete set of maps showing the exact location of all Cable System equipment and facilities in the Right-of-Way but excluding detail on proprietary electronics contained therein and Subscriber drops. As-built maps including proprietary electronics shall be available at Grantee's offices for inspection by the Grantor's authorized representative(s) or agent(s) and made available to such during the course of technical inspections as reasonably conducted by the Grantor. These maps shall be certified as accurate by an appropriate representative of the Grantee;

(2) A copy of all FCC filings on behalf of Grantee, its parent corporations or Affiliates which relate to the operation of the Cable System in the Town of Severance;

(3) Current Subscriber Records and information;

(4) A log of Cable Services added or dropped, Channel changes, number of Subscribers added or terminated, all construction activity, and total homes passed for the previous twelve (12) months; and

(5) A list of Cable Services, rates and Channel line-ups.

(B) Subject to subsection 7.2, all information furnished to the Grantor is public information, and shall be treated as such, except for information involving the privacy rights of individual Subscribers.

7.4 Annual Reports

Within sixty (60) days of the Grantor's written request, Grantee shall submit to the Grantor a written report, in a form acceptable to the Grantor, which shall include, but not necessarily be limited to, the following information for the Grantor:

(A) A Gross Revenue statement, as required by subsection 3.5 of this Franchise;

(B) A summary of the previous year's activities in the development of the Cable System, including, but not limited to, Cable Services begun or discontinued during the reporting year, and the number of Subscribers for each class of Cable Service (*i.e.*, Basic, Digital Starter, and Premium);

(C) The number of homes passed, beginning and ending plant miles, any services added or dropped, and any technological changes occurring in the Cable System;

(D) A statement of planned construction, if any, for the next year; and,

(E) A copy or hyperlink of the most recent annual report Grantee filed with the SEC or other governing body.

The parties agree that the Grantor's request for these annual reports shall remain effective and need only be made once. Such a request shall require the Grantee to continue to provide the reports annually, until further written notice from the Grantor to the contrary.

7.5 Copies of Federal and State Reports

Within thirty (30) days of a written request, Grantee shall submit to the Grantor copies of all pleadings, applications, notifications, communications and documents of any kind, submitted by Grantee or its parent corporation(s), to any federal, State or local courts, regulatory agencies and other government bodies if such documents directly relate to the operations of Grantee's Cable System within the Town. Grantee shall not claim confidential, privileged or proprietary rights to such documents unless under federal, State, or local law such documents have been determined to be confidential by a court of competent jurisdiction, or a federal or State agency.

7.6 Complaint File and Reports

(A) Grantee shall keep an accurate and comprehensive file of any complaints regarding the Cable System, in a manner consistent with the privacy rights of Subscribers, and Grantee's actions in response to those complaints. These files shall remain available for viewing to the Grantor during normal business hours at Grantee's local business office.

(B) Within thirty (30) days of a written request, Grantee shall provide the Grantor a quarterly executive summary in the form attached hereto as Exhibit B, which shall include the following information from the preceding quarter:

- (1) A summary of service calls, identifying the number and nature of the requests and their disposition;
- (2) A log of all service interruptions;
- (3) A summary of customer complaints referred by the Grantor to Grantee; and,
- (4) Such other information as reasonably requested by the Grantor.

The parties agree that the Grantor's request for these summary reports shall remain effective and need only be made once. Such a request shall require the Grantee to continue to provide the reports quarterly, until further written notice from the Grantor to the contrary.

7.7 Failure to Report

The failure or neglect of Grantee to file any of the reports or filings required under this Franchise or such other reports as the Grantor may reasonably request (not including clerical errors or errors made in good faith), may, at the Grantor's option, be deemed a breach of this Franchise.

7.8 False Statements

Any false or misleading statement or representation in any report required by this Franchise (not including clerical errors or errors made in good faith) may be deemed a material breach of this Franchise and may subject Grantee to all remedies, legal or equitable, which are available to the Grantor under this Franchise or otherwise.

SECTION 8. PROGRAMMING

8.1 Broad Programming Categories

Grantee shall provide or enable the provision of at least the following initial broad categories of programming to the extent such categories are reasonably available:

- (A) Educational programming;
- (B) Colorado news, weather & information;
- (C) Sports;
- (D) General entertainment (including movies);
- (E) Children/family-oriented;
- (F) Arts, culture and performing arts;
- (G) Foreign language;
- (H) Science/documentary; and
- (I) National news, weather and information.

8.2 Deletion or Reduction of Broad Programming Categories

(A) Grantee shall not delete or so limit as to effectively delete any broad category of programming within its control without the prior written consent of the Grantor.

(B) In the event of a modification proceeding under federal law, the mix and quality of Cable Services provided by Grantee on the Effective Date of this Franchise shall be deemed the mix and quality of Cable Services required under this Franchise throughout its term.

8.3 Obscenity

Grantee shall not transmit or permit to be transmitted over any Channel subject to its editorial control, any programming which is obscene under, or violates any provision of, Applicable Law relating to obscenity, and is not protected by the Constitution of the United States. Grantee shall be deemed to have transmitted or permitted a transmission of obscene programming only if a court of competent jurisdiction has found that any of Grantee's officers or employees or agents have permitted programming which is obscene under, or violative of, any provision of Applicable Law relating to obscenity, and is otherwise not protected by the Constitution of the United States, to be transmitted over any Channel subject to Grantee's editorial control. Grantee shall comply with all relevant provisions of federal law relating to obscenity.

8.4 Parental Control Device

Upon request by any Subscriber, Grantee shall make available a parental control or lockout device, traps or filters to enable a Subscriber to control access to both the audio and video portions of any or all Channels. Grantee shall inform its Subscribers of the availability of the lockout device at the time of their initial subscription and periodically thereafter. Any device offered shall be at a rate, if any, in compliance with Applicable Law.

8.5 Continuity of Service Mandatory

(A) It shall be the right of all Subscribers to continue to receive Cable Service from Grantee insofar as their financial and other obligations to Grantee are honored. The Grantee shall act so as to ensure that all Subscribers receive continuous, uninterrupted Cable Service regardless of the circumstances. For the purposes of this subsection, "uninterrupted" does not include short-term outages of the Cable System for maintenance or testing.

(B) In the event of a change of grantee, or in the event a new Cable Operator acquires the Cable System in accordance with this Franchise, Grantee shall cooperate with the Grantor, new franchisee or Cable Operator in maintaining continuity of Cable Service to all Subscribers. During any transition period, Grantee shall be entitled to the revenues for any period during which it operates the Cable System and shall be entitled to reasonable costs for its services when it no longer operates the Cable System.

(C) In the event Grantee fails to operate the Cable System for four (4) consecutive days without prior approval of the Manager, or without just cause, the Grantor may, at its option, operate the Cable System itself or designate another Cable Operator until such time as Grantee restores service under conditions acceptable to the Grantor or a permanent Cable Operator is selected. If the Grantor is required to fulfill this obligation for Grantee, Grantee shall reimburse the Grantor for all reasonable costs or damages that are the result of Grantee's failure to perform.

8.6 Services for the Disabled

Grantee shall comply with the Americans with Disabilities Act and any amendments thereto.

SECTION 9. ACCESS

9.1 Designated Access Providers

The Town shall have the sole and exclusive responsibility for identifying the Designated Access Providers, including itself for Access Programming purposes, to control and manage the use of any or all Access Facilities provided by Grantee under this Franchise. As used in this Section, such "Access Facilities" includes the services, facilities, equipment, technical components and/or financial support provided under this Franchise, which is used or useable by and for Access Programming.

9.2 Support for Access Programming Capital Costs

In recognition of the Town's demonstration of the community needs and interests related to the startup of an online Access Programming operation, Grantee agrees to provide an Access Programming capital equipment grant of forty thousand dollars (\$40,000) ("Grant"). The Grant shall be delivered to the Town within one hundred eighty (180) days of written request made. Grantee shall be entitled to recover the Grant in any manner consistent with Applicable Law.

9.3 Access Programming Support Not Franchise Fees

Grantee agrees that capital support for Access Programming costs set forth in Section 9.2 shall in no way modify or otherwise affect Grantee's obligations to pay Franchise Fees to the Town. Grantee agrees that although the sum of Franchise Fees plus the payments set forth in Section 9.2 may total more than five percent (5%) of Grantee's Gross Revenues in any 12-month period, the Grant shall not be offset or otherwise credited in any way against any Franchise Fee payments under this Franchise Agreement so long as such support is used for capital related to Access Programming purposes.

SECTION 10. GENERAL RIGHT-OF-WAY USE AND CONSTRUCTION

10.1 Right to Construct

Subject to Applicable Law, regulations, rules, resolutions and ordinances of the Grantor and the provisions of this Franchise, Grantee may perform all construction in the Rights-of-Way for any facility needed for the maintenance or extension of Grantee's Cable System.

10.2 Right-of-Way Meetings

Grantee will regularly attend and participate in meetings of the Grantor, of which the Grantee is made aware, regarding Right-of-Way issues that may impact the Cable System.

10.3 Joint Trenching/Boring Meetings

Grantee will regularly attend and participate in planning meetings of the Grantor, of which the Grantee is made aware, to anticipate joint trenching and boring. Whenever it is possible and reasonably practicable to joint trench or share bores or cuts, Grantee shall work with other providers, licensees, permittees, and franchisees so as to reduce so far as possible the number of Right-of-Way cuts within the Grantor.

10.4 General Standard

All work authorized and required hereunder shall be done in a safe, thorough and workmanlike manner. All installations of equipment shall be permanent in nature, durable and installed in accordance with good engineering practices.

10.5 Permits Required for Construction

Prior to doing any work in the Right-of Way or other public property, Grantee shall apply for, and obtain, appropriate permits from the Grantor. As part of the permitting process, the Grantor may impose such conditions and regulations as are necessary for the purpose of protecting any structures in such Rights-of-Way, proper restoration of such Rights-of-Way and structures, the protection of the public, and the continuity of pedestrian or vehicular traffic. Such conditions may also include the provision of a construction schedule and maps showing the location of the facilities to be installed in the Right-of-Way. Grantee shall pay all applicable fees for the requisite Grantor permits received by Grantee.

10.6 Emergency Permits

In the event that emergency repairs are necessary, Grantee shall immediately notify the Grantor of the need for such repairs. Grantee may initiate such emergency repairs and shall apply for appropriate permits within forty-eight (48) hours after discovery of the emergency.

10.7 Compliance with Applicable Codes

(A) Grantor Construction Codes. Grantee shall comply with all applicable Grantor construction codes, including, without limitation, the Uniform Building Code and other building codes, the Uniform Fire Code, the Uniform Mechanical Code, the Electronic Industries Association Standard for Physical Location and Protection of Below-Ground Fiber Optic Cable Plant, and zoning codes and regulations.

(B) Tower Specifications. Antenna supporting structures (towers) shall be designed for the proper loading as specified by the Electronics Industries Association (EIA), as those specifications may be amended from time to time. Antenna supporting structures (towers) shall be painted, lighted, erected and maintained in accordance with all applicable rules and regulations of the Federal Aviation Administration and all other applicable federal, State, and local codes or regulations.

(C) Safety Codes. Grantee shall comply with all federal, State and Grantor safety requirements, rules, regulations, laws and practices, and employ all necessary devices as required by Applicable Law during construction, operation and repair of its Cable System. By way of illustration and not limitation, Grantee shall comply with the National Electric Code, National Electrical Safety Code and Occupational Safety and Health Administration (OSHA) Standards.

10.8 GIS Mapping

Grantee shall comply with any generally applicable ordinances, rules and regulations of the Grantor regarding geographic information mapping systems for users of the Rights-of-Way.

10.9 Minimal Interference

Work in the Right-of-Way, on other public property, near public property, or on or near private property shall be done in a manner that causes the least interference with the rights and reasonable convenience of property owners and residents. Grantee's Cable System shall be constructed and maintained in such manner as not to interfere with sewers, water pipes, or any other property of the Grantor, or with any other pipes, wires, conduits, pedestals, structures, or other facilities that may have been laid in the Rights-of-Way by, or under, the Grantor's authority. The Grantee's Cable System shall be located, erected and maintained so as not to endanger or interfere with the lives of Persons, or to interfere with new improvements the Grantor may deem proper to make or to unnecessarily hinder or obstruct the free use of the Rights-of-Way or other public property, and shall not interfere with the travel and use of public places by the public during the construction, repair, operation or removal thereof, and shall not obstruct or impede traffic. In the event of such interference, the Grantor may require the removal or relocation of Grantee's lines, cables, equipment and other appurtenances from the property in question at Grantee's expense.

10.10 Prevent Injury/Safety

Grantee shall provide and use any equipment and facilities necessary to control and carry Grantee's signals so as to prevent injury to the Grantor's property or property belonging to any Person. Grantee, at its own expense, shall repair, renew, change and improve its facilities to keep them in good repair, and safe and presentable condition. All excavations made by Grantee in the Rights-of-Way shall be properly safeguarded for the prevention of accidents by the placement of adequate barriers, fences or boarding, the bounds of which, during periods of dusk and darkness, shall be clearly designated by warning lights.

10.11 Hazardous Substances

(A) Grantee shall comply with any and all Applicable Laws, statutes, regulations and orders concerning hazardous substances relating to Grantee's Cable System in the Rights-of-Way.

(B) Upon reasonable notice to Grantee, the Grantor may inspect Grantee's facilities in the Rights-of-Way to determine if any release of hazardous substances has occurred, or may occur, from or related to Grantee's Cable System. In removing or modifying Grantee's facilities as provided in this Franchise, Grantee shall also remove all residue of hazardous substances related thereto.

(C) Grantee agrees to indemnify the Grantor against any claims, costs, and expenses, of any kind, whether direct or indirect, incurred by the Grantor arising out of a release of hazardous substances caused by Grantee's Cable System.

10.12 Locates

Prior to doing any work in the Right-of-Way, Grantee shall give appropriate notices to the Grantor and to the notification association established in C.R.S. Section 9-1.5-105, as such may be amended from time to time.

Within forty-eight (48) hours after any Grantor bureau or franchisee, licensee or permittee notifies Grantee of a proposed Right-of-Way excavation, Grantee shall, at Grantee's expense:

(A) Mark on the surface all of its located underground facilities within the area of the proposed excavation;

(B) Notify the excavator of any unlocated underground facilities in the area of the proposed excavation; or

(C) Notify the excavator that Grantee does not have any underground facilities in the vicinity of the proposed excavation.

10.13 Notice to Private Property Owners

Grantee shall give notice to private property owners of work on or adjacent to private property in accordance with the Grantor's Customer Service Standards, as the same may be amended from time to time by the Board of Trustees acting by Ordinance or resolution.

10.14 Underground Construction and Use of Poles

(A) When required by general ordinances, resolutions, regulations or rules of the Grantor or applicable State or federal law, Grantee's Cable System shall be placed underground at Grantee's expense unless funding is generally available for such relocation to all users of the Rights-of-Way. Placing facilities underground does not preclude the use of ground-mounted appurtenances.

(B) Where electric, telephone, and other above-ground utilities are installed underground at the time of Cable System construction, or when all such wiring is subsequently placed underground, all Cable System lines shall also be placed underground with other wireline service at no expense to the Grantor or Subscribers unless funding is generally available for such relocation to all users of the Rights-of-Way. Related Cable System equipment, such as pedestals, must be placed in accordance with the Grantor's applicable code requirements and rules. In areas where either electric or telephone utility wiring is aerial, the Grantee may install aerial cable, except when a property owner or resident requests underground installation and agrees to bear the additional cost in excess of aerial installation.

(C) The Grantee shall utilize existing poles and conduit wherever possible.

(D) In the event Grantee cannot obtain the necessary poles and related facilities pursuant to a pole attachment agreement, and only in such event, then it shall be lawful for Grantee to make all needed excavations in the Rights-of-Way for the purpose of placing, erecting, laying, maintaining, repairing, and removing poles, supports for wires and conductors, and any other facility needed for the maintenance or extension of Grantee's Cable System. All poles of Grantee shall be located as designated by the proper Grantor authorities.

(E) This Franchise does not grant, give or convey to the Grantee the right or privilege to install its facilities in any manner on specific utility poles or equipment of the Grantor or any other Person. Copies of agreements for the use of poles, conduits or other utility facilities must be provided upon request by the Grantor.

10.15 Undergrounding of Multiple Dwelling Unit Drops

In cases of single site Multiple Dwelling Units, Grantee shall minimize the number of individual aerial drop cables by installing multiple drop cables underground between the pole and Multiple Dwelling Unit where determined to be technologically feasible in agreement with the owners and/or owner's association of the Multiple Dwelling Units.

10.16 Burial Standards

(A) Depths. Unless otherwise required by law, Grantee, and its contractors, shall comply with the following burial depth standards. In no event shall Grantee be required to bury its cable deeper than electric or gas facilities, or existing telephone facilities in the same portion of

the Right-of-Way, so long as those facilities have been buried in accordance with Applicable Law:

Underground cable drops from the curb shall be buried at a minimum depth of twelve (12) inches, unless a sprinkler system or other construction concerns preclude it, in which case, underground cable drops shall be buried at a depth of at least six (6) inches.

Feeder lines shall be buried at a minimum depth of eighteen (18) inches.

Trunk lines shall be buried at a minimum depth of thirty-six (36) inches.

Fiber Optic cable shall be buried at a minimum depth of thirty-six (36) inches.

In the event of a conflict between this subsection and the provisions of any customer service standard, this subsection shall control.

(B) Timeliness. Cable drops installed by Grantee to residences shall be buried according to these standards within one calendar week of initial installation, or at a time mutually-agreed upon between the Grantee and the Subscriber. When freezing surface conditions prevent Grantee from achieving such timetable, Grantee shall apprise the Subscriber of the circumstances and the revised schedule for burial, and shall provide the Subscriber with Grantee's telephone number and instructions as to how and when to call Grantee to request burial of the line if the revised schedule is not met.

10.17 Cable Drop Bonding

Grantee shall ensure that all cable drops are properly bonded at the home, consistent with applicable code requirements.

10.18 Prewiring

Any ordinance or resolution of the Grantor which requires prewiring of subdivisions or other developments for electrical and telephone service shall be construed to include wiring for Cable Systems.

10.19 Repair and Restoration of Property

(A) The Grantee shall protect public and private property from damage. If damage occurs, the Grantee shall promptly notify the property owner within twenty-four (24) hours in writing.

(B) Whenever Grantee disturbs or damages any Right-of-Way, other public property or any private property, Grantee shall promptly restore the Right-of-Way or property to at least its prior condition, normal wear and tear excepted, at its own expense.

(C) Rights-of-Way and Other Public Property. Grantee shall warrant any restoration work performed by or for Grantee in the Right-of-Way or on other public property in accordance with Applicable Law. If restoration is not satisfactorily performed by the Grantee within a reasonable time, the Grantor may, after prior notice to the Grantee, or without notice where the disturbance or damage may create a risk to public health or safety, cause the repairs to be made and recover the cost of those repairs from the Grantee. Within thirty (30) days of receipt of an itemized list of those costs, including the costs of labor, materials and equipment, the Grantee shall pay the Grantor.

(D) Private Property. Upon completion of the work which caused any disturbance or damage, Grantee shall promptly commence restoration of private property, and will use best efforts to complete the restoration within seventy-two (72) hours, considering the nature of the work that must be performed. Grantee shall also perform such restoration in accordance with the Grantor's Customer Service Standards, as the same may be amended from time to time by the Board of Trustees acting by ordinance or resolution.

10.20 Acquisition of Facilities

Upon Grantee's acquisition of Cable System-related facilities in any Grantor Right-of-Way, or upon the addition to the Grantor of any area in which Grantee owns or operates any such facility, Grantee shall, at the Grantor's request, submit to the Grantor a statement describing all such facilities involved, whether authorized by franchise, permit, license or other prior right, and specifying the location of all such facilities to the extent Grantee has possession of such information. Such Cable System-related facilities shall immediately be subject to the terms of this Franchise.

10.21 Discontinuing Use/Abandonment of Cable System Facilities

Whenever Grantee intends to discontinue using any facility within the Rights-of-Way, Grantee shall submit for the Grantor's approval a complete description of the facility and the date on which Grantee intends to discontinue using the facility. Grantee may remove the facility or request that the Grantor permit it to remain in place. Notwithstanding Grantee's request that any such facility remain in place, the Grantor may require Grantee to remove the facility from the Right-of-Way or modify the facility to protect the public health, welfare, safety, and convenience, or otherwise serve the public interest. The Grantor may require Grantee to perform a combination of modification and removal of the facility. Grantee shall complete such removal or modification in accordance with a schedule set by the Grantor. Until such time as Grantee removes or modifies the facility as directed by the Grantor, or until the rights to and responsibility for the facility are accepted by another Person having authority to construct and maintain such facility, Grantee shall be responsible for all necessary repairs and relocations of the facility, as well as maintenance of the Right-of-Way, in the same manner and degree as if the facility were in active use, and Grantee shall retain all liability for such facility. If Grantee abandons its facilities, the Grantor may choose to use such facilities for any purpose whatsoever including, but not limited to, Access purposes.

10.22 Movement of Cable System Facilities For Grantor Purposes

The Grantor shall have the right to require Grantee to relocate, remove, replace, modify or disconnect Grantee's facilities and equipment located in the Rights-of-Way or on any other property of the Grantor for public purposes, in the event of an emergency, or when the public health, safety or welfare requires such change (for example, without limitation, by reason of traffic conditions, public safety, Right-of-Way vacation, Right-of-Way construction, change or establishment of Right-of-Way grade, installation of sewers, drains, gas or water pipes, or any other types of structures or improvements by the Grantor for public purposes). Such work shall be performed at the Grantee's expense. Except during an emergency, the Grantor shall provide reasonable notice to Grantee, not to be less than forty-five (45) business days, and allow Grantee with the opportunity to perform such action. In the event of any capital improvement project exceeding \$500,000 in expenditures by the Grantor which requires the removal, replacement, modification or disconnection of Grantee's facilities or equipment, the Grantor shall provide at least sixty (60) days' written notice to Grantee. Following notice by the Grantor, Grantee shall relocate, remove, replace, modify or disconnect any of its facilities or equipment within any Right-of-Way, or on any other property of the Grantor. If the Grantor requires Grantee to relocate its facilities located within the Rights-of-Way, the Grantor shall make a reasonable effort to provide Grantee with an alternate location within the Rights-of-Way. If funds are generally made available to users of the Rights-of-Way for such relocation, Grantee shall be entitled to its pro rata share of such funds.

If the Grantee fails to complete this work within the time prescribed and to the Grantor's satisfaction, the Grantor may cause such work to be done and bill the cost of the work to the Grantee, including all costs and expenses incurred by the Grantor due to Grantee's delay. In such event, the Grantor shall not be liable for any damage to any portion of Grantee's Cable System. Within thirty (30) days of receipt of an itemized list of those costs, the Grantee shall pay the Grantor.

10.23 Movement of Cable System Facilities for Other Franchise Holders

If any removal, replacement, modification or disconnection of the Cable System is required to accommodate the construction, operation or repair of the facilities or equipment of another Grantor franchise holder, Grantee shall, after at least thirty (30) days' advance written notice, take action to effect the necessary changes requested by the responsible entity. Grantee shall require that the costs associated with the removal or relocation be paid by the benefited party.

10.24 Temporary Changes for Other Permittees

At the request of any Person holding a valid permit and upon reasonable advance notice, Grantee shall temporarily raise, lower or remove its wires as necessary to permit the moving of a building, vehicle, equipment or other item. The expense of such temporary changes must be paid by the permit holder, and Grantee may require a reasonable deposit of the estimated payment in

advance.

10.25 Reservation of Grantor Use of Right-of-Way

Nothing in this Franchise shall prevent the Grantor or public utilities owned, maintained or operated by public entities other than the Grantor from constructing sewers; grading, paving, repairing or altering any Right-of-Way; laying down, repairing or removing water mains; or constructing or establishing any other public work or improvement. All such work shall be done, insofar as practicable, so as not to obstruct, injure or prevent the use and operation of Grantee's Cable System.

10.26 Tree Trimming

Grantee may prune or cause to be pruned, using proper pruning practices, any tree in the Grantor's Rights-of-Way which interferes with Grantee's Cable System. Grantee shall comply with any general ordinance or regulations of the Grantor regarding tree trimming. Except in emergencies, Grantee may not prune trees at a point below thirty (30) feet above sidewalk grade until one (1) week written notice has been given to the owner or occupant of the premises abutting the Right-of-Way in or over which the tree is growing. The owner or occupant of the abutting premises may prune such tree at his or her own expense during this one (1) week period. If the owner or occupant fails to do so, Grantee may prune such tree at its own expense. For purposes of this subsection, emergencies exist when it is necessary to prune to protect the public or Grantee's facilities from imminent danger only.

10.27 Inspection of Construction and Facilities

The Grantor may inspect any of Grantee's facilities, equipment or construction at any time upon at least twenty-four (24) hours notice, or, in case of emergency, upon demand without prior notice. The Grantor shall have the right to charge generally applicable inspection fees therefore. If an unsafe condition is found to exist, the Grantor, in addition to taking any other action permitted under Applicable Law, may order Grantee, in writing, to make the necessary repairs and alterations specified therein forthwith to correct the unsafe condition by a time the Grantor establishes. The Grantor has the right to correct, inspect, administer and repair the unsafe condition if Grantee fails to do so, and to charge Grantee therefore.

10.28 Stop Work

(A) On notice from the Grantor that any work is being performed contrary to the provisions of this Franchise, or in an unsafe or dangerous manner as determined by the Grantor, or in violation of the terms of any applicable permit, laws, regulations, ordinances, or standards, the work may immediately be stopped by the Grantor.

- (B) The stop work order shall:
 - (1) Be in writing;
 - (2) Be given to the Person doing the work, or posted on the work site;
 - (3) Be sent to Grantee by overnight delivery at the address given herein;
 - (4) Indicate the nature of the alleged violation or unsafe condition; and
 - (5) Establish conditions under which work may be resumed.

10.29 Work of Contractors and Subcontractors

Grantee's contractors and subcontractors shall be licensed and bonded in accordance with the Grantor's ordinances, regulations and requirements. Work by contractors and subcontractors is subject to the same restrictions, limitations and conditions as if the work were performed by Grantee. Grantee shall be responsible for all work performed by its contractors and subcontractors and others performing work on its behalf as if the work were performed by it, and shall ensure that all such work is performed in compliance with this Franchise and other Applicable Law, and shall be jointly and severally liable for all damages and correcting all damage caused by them. It is Grantee's responsibility to ensure that contractors, subcontractors or other Persons performing work on Grantee's behalf are familiar with the requirements of this Franchise and other Applicable Law governing the work performed by them.

SECTION 11. CABLE SYSTEM, TECHNICAL STANDARDS AND TESTING

11.1 Subscriber Network

(A) Grantee's Cable System within the Town shall consist of a mix of fiber to the premises and HFC and shall provide Activated Two-Way capability. The Cable System shall be capable of supporting video and audio. The Cable System shall deliver no less than two hundred (200) Channels of digital video programming services to Subscribers, provided that the Grantee reserves the right to use the bandwidth in the future for other uses based on market factors.

(B) Equipment must be installed so that all closed captioning programming received by the Cable System shall include the closed caption signal so long as the closed caption signal is provided consistent with FCC standards. Equipment must be installed so that all local signals received in stereo or with secondary audio tracks (broadcast and Access) are retransmitted in those same formats.

(C) All construction shall be subject to the Grantor's permitting process.

(D) Grantee and Grantor shall meet, at the Grantor's request, to discuss the progress of

the design plan and construction.

(E) Grantee will take prompt corrective action if it finds that any facilities or equipment on the Cable System are not operating as expected, or if it finds that facilities and equipment do not comply with the requirements of this Franchise or Applicable Law.

(F) Grantee's construction decisions shall be based solely upon legitimate engineering decisions and shall not take into consideration the income level of any particular community within the Franchise Area.

11.2 Technology Assessment

(A) The Grantor may notify Grantee on or after five (5) years after the Effective Date, that the Grantor will conduct a technology assessment of Grantee's Cable System. The technology assessment may include, but is not limited to, determining whether Grantee's Cable System technology and performance are consistent with current technical practices and range and level of services existing in the fifteen (15) largest U.S. cable systems owned and operated by Grantee's Parent Corporation and/or Affiliates pursuant to franchises that have been renewed or extended since the Effective Date.

(B) Grantee shall cooperate with the Grantor to provide necessary non-confidential and proprietary information upon the Grantor's reasonable request as part of the technology assessment.

(C) At the discretion of the Grantor, findings from the technology assessment may be included in any proceeding commenced for the purpose of identifying future cable-related community needs and interests undertaken by the Grantor pursuant to 47 U.S.C. §546.

11.3 Standby Power

Grantee's Cable System Headend shall be capable of providing at least twelve (12) hours of emergency operation. In addition, throughout the term of this Franchise, Grantee shall have a plan in place, along with all resources necessary for implementing such plan, for dealing with outages of more than four (4) hours. This outage plan and evidence of requisite implementation resources shall be presented to the Grantor no later than thirty (30) days following receipt of a request.

11.4 Emergency Alert Capability

(A) Grantee shall provide an operating Emergency Alert System ("EAS") throughout the term of this Franchise in compliance with FCC standards. Grantee shall test the EAS as required by the FCC. Upon request, the Grantor shall be permitted to participate in and/or witness the EAS testing up to twice a year on a schedule formed in consultation with Grantee. If the test indicates that the EAS is not performing properly, Grantee shall make any necessary adjustment

to the EAS, and the EAS shall be retested.

11.5 Technical Performance

The technical performance of the Cable System shall meet or exceed all applicable federal (including, but not limited to, the FCC), State and local technical standards, as they may be amended from time to time, regardless of the transmission technology utilized. The Grantor shall have the full authority permitted by Applicable Law to enforce compliance with these technical standards.

11.6 Cable System Performance Testing

(A) Grantee shall provide to the Grantor a copy of its current written process for resolving complaints about the quality of the video programming services signals delivered to Subscriber and shall provide the Grantor with any amendments or modifications to the process at such time as they are made.

(B) Grantee shall, at Grantee's expense, maintain all aggregate data of Subscriber complaints related to the quality of the video programming service signals delivered by Grantee in the Grantor for a period of at least one (1) year, and individual Subscriber complaints from the Grantor for a period of at least three (3) years, and make such information available to the Grantor upon reasonable request.

(C) Grantee shall maintain written records of all results of its Cable System tests, performed by or for Grantee. Copies of such test results will be provided to the Grantor upon reasonable request.

(D) Grantee shall perform any tests required by the FCC.

11.7 Additional Tests

Where there exists other evidence which in the judgment of the Grantor casts doubt upon the reliability or technical quality of Cable Service, the Grantor shall have the right and authority to require Grantee to test, analyze and report on the performance of the Cable System. Grantee shall fully cooperate with the Grantor in performing such testing and shall prepare the results and a report, if requested, within thirty (30) days after testing. Such report shall include the following information:

- (A) the nature of the complaint or problem which precipitated the special tests;
- (B) the Cable System component tested;
- (C) the equipment used and procedures employed in testing;

- (D) the method, if any, in which such complaint or problem was resolved; and
- (E) any other information pertinent to said tests and analysis which may be required.

SECTION 12. SERVICE AVAILABILITY

(A) Grantee agrees to provide service to all existing and platted subdivisions at the time of the execution of this Agreement, except the Saddler Ridge at Bridle Hill subdivision, only if build-out and service activation can be completed in a commercially reasonable fashion. For the avoidance of doubt, the Parties agree that all existing and platted subdivision at the time of the execution of the agreement are depicted on **Exhibit C** attached hereto. Additionally, Grantee has shared with the Grantor its Cable System deployment plans which include the estimated projected dates when deployment of the Cable System will be completed and activated in various parts of the Town, which have been found to be acceptable to the Grantor. Grantee commits to using its commercially reasonable efforts to construct its Cable System within the Grantor in accordance with those plans and will meet with the Grantor, at a minimum biannually, to update the Grantor on the current status of construction and anticipated timeline to completion. Nothing in this Franchise, however, requires Grantee to build-out and serve all areas of the Grantor if, in Grantee's good faith estimation, build-out and service activation cannot be completed in a commercially reasonable fashion.

(B) In General. Once the Cable System construction is complete in a given area within the Town and Cable Service is available, Grantee intends to provide Cable Service within seven (7) days of a request by any Person within the Franchise Area. For purposes of this Section, a request shall be deemed made on the date of signing a service agreement, receipt of funds by Grantee, receipt of a written request by Grantee or receipt by Grantee of a verified verbal request. Except as otherwise provided herein, Grantee intends to provide such service:

(1) With no line extension charge except as specifically authorized elsewhere in this Franchise Agreement.

(2) At a non-discriminatory installation charge for a standard installation, consisting of a 125 foot drop connecting to an inside wall for Residential Subscribers, with additional charges for non-standard installations computed according to a non-discriminatory methodology for such installations, adopted by Grantee and provided in writing to the City;

(3) At non-discriminatory monthly rates for Residential Subscribers.

(C) Service to Multiple Dwelling Units. Consistent with this Section 12, once the Cable System construction is complete in a given area within the Town and Cable Service is available, the Grantee intends to offer the individual units of a Multiple Dwelling Unit all Cable Services offered to other Dwelling Units in the City and shall individually wire units upon request of the property owner or renter who has been given written authorization by the owner; provided,

however, that any such offering is conditioned upon the Grantee having legal access to said unit. The City acknowledges that the Grantee cannot control the dissemination of particular Cable Services beyond the point of demarcation at a Multiple Dwelling Unit.

(D) Customer Charges for Extensions of Service. Once the Cable System construction is complete in a given area within the Town and Cable Service is available, Grantee intends to extend its Cable System to all persons living in areas with a residential density of twenty (25) residences per mile of Cable System plant. If the residential density is less than twenty (25) residences per 5,280 cable-bearing strand feet of trunk or distribution cable, service may be made available on the basis of a capital contribution in aid of construction, including cost of material, labor and easements. Customers who request service hereunder will bear the remainder of the construction and other costs on a pro rata basis. The Grantee may require that the payment of the capital contribution in aid of construction borne by such potential customers be paid in advance.

SECTION 13. FRANCHISE VIOLATIONS

13.1 Procedure for Remedying Franchise Violations

(A) If the Grantor reasonably believes that Grantee has failed to perform any obligation under this Franchise or has failed to perform in a timely manner, the Grantor shall notify Grantee in writing, stating with reasonable specificity the nature of the alleged default. Grantee shall have thirty (30) days from the receipt of such notice to:

(1) respond to the Grantor, contesting the Grantor's assertion that a default has occurred, and requesting a meeting in accordance with subsection (B), below;

(2) cure the default; or,

(3) notify the Grantor that Grantee cannot cure the default within the thirty (30) days, because of the nature of the default. In the event the default cannot be cured within thirty (30) days, Grantee shall promptly take all reasonable steps to cure the default and notify the Grantor in writing and in detail as to the exact steps that will be taken and the projected completion date. In such case, the Grantor may set a meeting in accordance with subsection (B) below to determine whether additional time beyond the thirty (30) days specified above is indeed needed, and whether Grantee's proposed completion schedule and steps are reasonable.

(B) If Grantee does not cure the alleged default within the cure period stated above, or by the projected completion date under subsection (A)(3), or denies the default and requests a meeting in accordance with (A)(1), or the Grantor orders a meeting in accordance with subsection (A)(3), the Grantor shall set a meeting to investigate said issues or the existence of the alleged default. The Grantor shall notify Grantee of the meeting in writing and such meeting shall take place no less than thirty (30) days after Grantee's receipt of notice of the meeting. At the meeting, Grantee shall be provided an opportunity to be heard and to present evidence in its defense.

(C) If, after the meeting, the Grantor determines that a default exists, the Grantor shall order Grantee to correct or remedy the default or breach within fifteen (15) days or within such other reasonable time frame as the Grantor shall determine. In the event Grantee does not cure within such time to the Grantor's reasonable satisfaction, the Grantor may seek any legal or equitable remedy available under this Franchise or any Applicable Law, including without limitation, revocation of this Franchise. Grantee reserves all rights to assert any defenses to any claims that may be made by Grantor.

(D) It shall not be a violation of this Franchise if Grantee decides, on a company-wide basis, to cease providing Cable Services. Grantee shall provide a minimum of one year's written notice to Grantor of the termination date, and upon that date all rights, duties and obligations of this Franchise shall terminate except for those that by their nature, should survive termination.

13.2 Procedures in the Event of Termination or Revocation

(A) If this Franchise expires without renewal after completion of all processes available under this Franchise and federal law or is otherwise lawfully terminated or revoked, the Grantor may, subject to Applicable Law:

(1) Allow Grantee to maintain and operate its Cable System on a month-to-month basis or short-term extension of this Franchise for not less than six (6) months, unless a sale of the Cable System can be closed sooner or Grantee demonstrates to the Grantor's satisfaction that it needs additional time to complete the sale; or

(2) Purchase Grantee's Cable System in accordance with the procedures set forth in subsection 13.3, below.

(B) In the event that a sale has not been completed in accordance with subsections (A)(1) and/or (A)(2) above, the Grantor may order the removal of the above-ground Cable System facilities and such underground facilities from the Town at Grantee's sole expense within a reasonable period of time as determined by the Grantor. In removing its plant, structures and equipment, Grantee shall refill, at its own expense, any excavation that is made by it and shall leave all Rights-of-Way, public places and private property in as good condition as that prevailing prior to Grantee's removal of its equipment without affecting the electrical or telephone cable wires or attachments. The indemnification and insurance provisions and the letter of credit shall remain in full force and effect during the period of removal, and Grantee shall not be entitled to, and agrees not to request, compensation of any sort therefore.

(C) If Grantee fails to complete any removal required by subsection 13.2 (B) to the Grantor's satisfaction, after written notice to Grantee, the Grantor may cause the work to be done and Grantee shall reimburse the Grantor for the costs incurred within thirty (30) days after receipt of an itemized list of the costs, or the Grantor may recover the costs through the letter of credit provided by Grantee.

(D) The Grantor may seek legal and equitable relief to enforce the provisions of this Franchise.

13.3 Receivership and Foreclosure

(A) At the option of the Grantor, subject to Applicable Law, this Franchise may be revoked one hundred twenty (120) days after the appointment of a receiver or trustee to take over and conduct the business of Grantee whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless:

(1) The receivership or trusteeship is vacated within one hundred twenty (120) days of appointment; or

(2) The receivers or trustees have, within one hundred twenty (120) days after their election or appointment, fully complied with all the terms and provisions of this Franchise, and have remedied all defaults under the Franchise. Additionally, the receivers or trustees shall have executed an agreement duly approved by the court having jurisdiction, by which the receivers or trustees assume and agree to be bound by each and every term, provision and limitation of this Franchise.

(B) If there is a foreclosure or other involuntary sale of the whole or any part of the plant, property and equipment of Grantee, the Grantor may serve notice of revocation on Grantee and to the purchaser at the sale, and the rights and privileges of Grantee under this Franchise shall be revoked thirty (30) days after service of such notice, unless:

(1) The Grantor has approved the transfer of the Franchise, in accordance with the procedures set forth in this Franchise and as provided by law; and

(2) The purchaser has covenanted and agreed with the Grantor to assume and be bound by all of the terms and conditions of this Franchise.

13.4 No Monetary Recourse Against the Grantor

Grantee shall not have any monetary recourse against the Grantor or its officers, officials, boards, commissions, agents or employees for any loss, costs, expenses or damages arising out of any provision or requirement of this Franchise or the enforcement thereof, in accordance with the provisions of applicable federal, State and local law. The rights of the Grantor under this Franchise are in addition to, and shall not be read to limit, any immunities the Grantor may enjoy under federal, State or local law.

13.5 Alternative Remedies

No provision of this Franchise shall be deemed to bar the right of the Grantor to seek or obtain judicial relief from a violation of any provision of the Franchise or any rule, regulation, requirement or directive promulgated thereunder. Neither the existence of other remedies identified in this Franchise nor the exercise thereof shall be deemed to bar or otherwise limit the right of the Grantor to recover monetary damages for such violations by Grantee, or to seek and obtain judicial enforcement of Grantee's obligations by means of specific performance, injunctive relief or mandate, or any other remedy at law or in equity.

13.6 Effect of Abandonment

If the Grantee abandons its Cable System during the Franchise term, or fails to operate its Cable System in accordance with its duty to provide continuous service, the Grantor, at its option, may operate the Cable System; designate another entity to operate the Cable System temporarily until the Grantee restores service under conditions acceptable to the Grantor, or until the Franchise is revoked and a new franchisee is selected by the Grantor; or obtain an injunction requiring the Grantee to continue operations. If the Grantor is required to operate or designate another entity to operate the Cable System, the Grantee shall reimburse the Grantor or its designee for all reasonable costs, expenses and damages incurred.

13.7 What Constitutes Abandonment

The Grantor shall be entitled to exercise its options in subsection 13.7 if:

(A) The Grantee fails to provide Cable Service in accordance with this Franchise over a substantial portion of the Franchise Area for four (4) consecutive days, unless the Grantor authorizes a longer interruption of service; once that substantial portion of the Franchise Area is constructed and providing Cable Service; or

(B) The Grantee, for any period, willfully and without cause refuses to provide Cable Service in accordance with this Franchise.

For purposes of this Section, a “substantial portion of the Franchise Area” means an area within the Town in which twenty percent (20%) or more of the Town’s residential structures are located.

SECTION 14. FRANCHISE RENEWAL AND TRANSFER

14.1 Renewal

(A) The Grantor and Grantee agree that any proceedings undertaken by the Grantor that relate to the renewal of the Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, unless the procedures and substantive protections set forth therein shall be deemed to be preempted and superseded by the provisions of any subsequent provision of

federal or State law.

(B) In addition to the procedures set forth in said Section 626(a), the Grantor agrees to notify Grantee of the completion of its assessments regarding the identification of future cable-related community needs and interests, as well as the past performance of Grantee under the then current Franchise term. Notwithstanding anything to the contrary set forth herein, Grantee and Grantor agree that at any time during the term of the then current Franchise, while affording the public adequate notice and opportunity for comment, the Grantor and Grantee may agree to undertake and finalize negotiations regarding renewal of the then current Franchise and the Grantor may grant a renewal thereof. Grantee and Grantor consider the terms set forth in this subsection to be consistent with the express provisions of Section 626 of the Cable Act.

(C) Should the Franchise expire without a mutually agreed upon renewed Franchise Agreement and Grantee and Grantor are engaged in an informal or formal renewal process, the Franchise shall continue on a month-to-month basis, with the same terms and conditions as provided in the Franchise, and the Grantee and Grantor shall continue to comply with all obligations and duties under the Franchise.

14.2 Transfer of Ownership or Control

(A) The Cable System and this Franchise shall not be sold, assigned, transferred, leased or disposed of, either in whole or in part, either by involuntary sale or by voluntary sale, merger or consolidation; nor shall title thereto, either legal or equitable, or any right, interest or property therein pass to or vest in any Person or entity without the prior written consent of the Grantor, which consent shall be by the Board of Trustees, acting by ordinance.

(B) The Grantee shall promptly notify the Grantor of any actual or proposed change in, or transfer of, or acquisition by any other party of control of the Grantee. The word "control" as used herein is not limited to majority stockholders but includes actual working control in whatever manner exercised. Every change, transfer or acquisition of control of the Grantee shall make this Franchise subject to cancellation unless and until the Grantor shall have consented in writing thereto.

(C) The parties to the sale or transfer shall make a written request to the Grantor for its approval of a sale or transfer and furnish all information required by law and the Grantor.

(D) In seeking the Grantor's consent to any change in ownership or control, the proposed transferee shall indicate whether it:

(1) Has ever been convicted or held liable for acts involving deceit including any violation of federal, State or local law or regulations, or is currently under an indictment, investigation or complaint charging such acts;

(2) Has ever had a judgment in an action for fraud, deceit, or misrepresentation

entered against the proposed transferee by any court of competent jurisdiction;

(3) Has pending any material legal claim, lawsuit, or administrative proceeding arising out of or involving a cable system or a broadband system;

(4) Is financially solvent, by submitting financial data including financial statements that are audited by a certified public accountant who may also be an officer of the transferee, along with any other data that the Grantor may reasonably require; and

(5) Has the financial, legal and technical capability to enable it to maintain and operate the Cable System for the remaining term of the Franchise.

(E) The Grantor shall act by ordinance on the request within one hundred twenty (120) days of the request, provided it has received all information required by this Franchise and/or by Applicable Law. The Grantor and the Grantee may by mutual agreement in writing, at any time, extend the 120 day period. Subject to the foregoing, if the Grantor fails to render a final decision on the request within one hundred twenty (120) days, such request shall be deemed granted unless the requesting party and the Grantor agree to an extension of time.

(F) Within thirty (30) days of any transfer or sale, if approved or deemed granted by the Grantor, Grantee shall file with the Grantor a copy of the deed, agreement, lease or other written instrument evidencing such sale or transfer of ownership or control, certified and sworn to as correct by Grantee and the transferee, and the transferee shall file its written acceptance agreeing to be bound by all of the provisions of this Franchise, subject to Applicable Law. In the event of a change in control, in which the Grantee is not replaced by another entity, the Grantee will continue to be bound by all of the provisions of the Franchise, subject to Applicable Law, and will not be required to file an additional written acceptance.

(G) In reviewing a request for sale or transfer, the Grantor may inquire into the legal, technical and financial qualifications of the prospective controlling party or transferee, and Grantee shall assist the Grantor in so inquiring. The Grantor may condition said sale or transfer upon such terms and conditions as it deems reasonably appropriate, in accordance with Applicable Law.

(H) Notwithstanding anything to the contrary in this subsection, the prior approval of the Grantor shall not be required for any sale, assignment or transfer of the Franchise or Cable System to an entity controlling, controlled by or under the same common control as Grantee, provided that the proposed assignee or transferee must show financial responsibility as may be determined necessary by the Grantor and must agree in writing to comply with all of the provisions of the Franchise. Further, Grantee may pledge the assets of the Cable System for the purpose of financing without the consent of the Grantor; provided that such pledge of assets shall not impair or mitigate Grantee's responsibilities and capabilities to meet all of its obligations under the provisions of this Franchise.

SECTION 15. SEVERABILITY

If any Section, subsection, paragraph, term or provision of this Franchise is determined to be illegal, invalid or unconstitutional by any court or agency of competent jurisdiction, such determination shall have no effect on the validity of any other Section, subsection, paragraph, term or provision of this Franchise, all of which will remain in full force and effect for the term of the Franchise.

SECTION 16. MISCELLANEOUS PROVISIONS

16.1 Preferential or Discriminatory Practices Prohibited

NO DISCRIMINATION IN EMPLOYMENT. In connection with the performance of work under this Franchise, the Grantee agrees not to refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any Person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and the Grantee further agrees to insert the foregoing provision in all subcontracts hereunder. Throughout the term of this Franchise, Grantee shall fully comply with all equal employment or non-discrimination provisions and requirements of federal, State and local laws, and in particular, FCC rules and regulations relating thereto.

16.2 Notices

Throughout the term of the Franchise, each party shall maintain and file with the other a local address for the service of notices by mail. All notices shall be sent overnight delivery postage prepaid to such respective address and such notices shall be effective upon the date of mailing. These addresses may be changed by the Grantor or the Grantee by written notice at any time. At the Effective Date of this Franchise:

Grantee's address shall be:

Comcast of Colorado IX, LLC
8000 E. Iliff Ave.
Denver, CO 80231
Attn: Government Affairs

The Grantor's address shall be:

Town of Severance
3 South Timber Ridge Parkway
Severance, CO 80546
ATTN: Town Manager

16.3 Descriptive Headings

The headings and titles of the Sections and subsections of this Franchise are for reference purposes only and shall not affect the meaning or interpretation of the text herein.

16.4 Publication Costs to be Borne by Grantee

Grantee shall reimburse the Grantor for all costs incurred in publishing this Franchise, if such publication is required.

16.5 Binding Effect

This Franchise shall be binding upon the parties hereto, their permitted successors and assigns.

16.6 No Joint Venture

Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third Persons or the public in any manner which would indicate any such relationship with the other.

16.7 Waiver

The failure of the Grantor at any time to require performance by the Grantee of any provision hereof shall in no way affect the right of the Grantor hereafter to enforce the same. Nor shall the waiver by the Grantor of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision, or as a waiver of the provision itself or any other provision.

16.8 Reasonableness of Consent or Approval

Whenever under this Franchise “reasonableness” is the standard for the granting or denial of the consent or approval of either party hereto, such party shall be entitled to consider public and governmental policy, moral and ethical standards as well as business and economic considerations.

16.9 Entire Agreement

This Franchise and all Exhibits represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersede all prior oral negotiations between the parties.

16.10 Jurisdiction

Venue for any judicial dispute between the Grantor and Grantee arising under or out of this Franchise shall be in Weld County District Court, Colorado, or in the United States District Court in Denver.

IN WITNESS WHEREOF, this Franchise is signed in the name of the Town of Severance, Colorado this _____ day of _____, 2023.

ATTEST:

TOWN OF SEVERANCE, COLORADO:

Town Clerk

Mayor

APPROVED AS TO FORM:

RECOMMENDED AND APPROVED:

Town Attorney

Town Manager

Accepted and approved this _____ day of _____, 2023.

COMCAST OF COLORADO IX, LLC

Name/Title: _____

EXHIBIT A: CUSTOMER SERVICE STANDARDS

I. POLICY

The Cable Operator should resolve citizen complaints without delay and interference from the Franchising Authority.

Where a given complaint is not addressed by the Cable Operator to the citizen's satisfaction, the Franchising Authority should intervene. In addition, where a pattern of unremedied complaints or noncompliance with the Standards is identified, the Franchising Authority should prescribe a cure and establish a reasonable deadline for implementation of the cure. If the noncompliance is not cured within established deadlines, monetary sanctions should be imposed to encourage compliance and deter future non-compliance.

These Standards are intended to be of general application, and are expected to be met under normal operating conditions; however, the Cable Operator shall be relieved of any obligations hereunder if it is unable to perform due to a region-wide natural emergency or in the event of force majeure affecting a significant portion of the franchise area. The Cable Operator is free to exceed these Standards to the benefit of its Customers and such shall be considered performance for the purposes of these Standards.

These Standards supercede any contradictory or inconsistent provision in federal, state or local law (Source: 47 U.S.C. § 552(a)(1) and (d)), provided, however, that any provision in federal, state or local law, or in any original franchise agreement or renewal agreement, that imposes a higher obligation or requirement than is imposed by these Standards, shall not be considered contradictory or inconsistent with these Standards. In the event of a conflict between these Standards and a Franchise Agreement, the Franchise Agreement shall control.

These Standards apply to the provision of any Cable Service, provided by a Cable Operator over a Cable System, within the Town of Severance.

II. DEFINITIONS

When used in these Customer Service Standards (the "Standards"), the following words, phrases, and terms shall have the meanings given below.

"Adoption" shall mean the process necessary to formally enact the Standards within the Franchising Authority's jurisdiction under applicable ordinances and laws.

"Affiliate" shall mean any person or entity that is owned or controlled by, or under common ownership or control with, a Cable Operator, and provides any Cable Service or Other Service.

"Applicable Law" means, with respect to these standards and any Cable Operator's privacy

policies, any statute, ordinance, judicial decision, executive order or regulation having the force and effect of law, that determines the legal standing of a case or issue.

"Cable Operator" shall mean any person or group of persons (A) who provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such cable system, or (B) who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Cable System. Source: 47 U.S.C. § 522(5).

"Cable Service" shall mean (A) the one-way transmission to subscribers of (i) video programming, or (ii) other programming service, and (B) subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service. Source: 47 U.S.C. § 522(6). For purposes of this definition, "video programming" is programming provided by, or generally considered comparable to programming provided by a television broadcast station. Source: 47 U.S.C. § 522(20). "Other programming service" is information that a Cable Operator makes available to all subscribers generally. Source: 47 U.S.C. § 522(14).

"Cable System" shall mean a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple subscribers within a community, but such term does not include (A) a facility that serves only to retransmit the televisions signals of one or more television broadcast stations, or (B) a facility that serves subscribers without using any public right of way. Source: 47 U.S.C. § 522(7).

"City" ("County") shall mean the Town of Severance, Colorado.

"Colorado Communications and Utilities Alliance" or "CCUA" shall mean an association comprised primarily of local governmental subdivisions of the State of Colorado, or any successor entity. The CCUA may, on behalf of its members, be delegated the authority to review, investigate or otherwise take some related role in the administration and/or enforcement of any functions under these Standards.

"Contractor" shall mean a person or entity that agrees by contract to furnish materials or perform services for another at a specified consideration.

"Customer" shall mean any person who receives any Cable Service from a Cable Operator.

"Customer Service Representative" (or "CSR") shall mean any person employed with or under contract or subcontract to a Cable Operator to assist, or provide service to, customers, whether by telephone, writing service or installation orders, answering customers' questions in person, receiving and processing payments, or performing any other customer service-related tasks.

"Escalated complaint" shall mean a complaint that is referred to a Cable Operator by the Franchising Authority.

"Franchising Authority" shall mean the Town of Severance.

"Necessary" shall mean required or indispensable.

"Non-cable-related purpose" shall mean any purpose that is not necessary to render or conduct a legitimate business activity related to a Cable Service or Other Service provided by a Cable Operator to a Customer. Market research, telemarketing, and other marketing of services or products that are not related to a Cable Service or Other Service provided by a Cable Operator to a Customer shall be considered Non-Cable-related purposes.

"Normal business hours" shall mean those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include at least some evening hours one night per week, and include some weekend hours. Source: 47 C.F.R. § 76.309.

"Normal operating conditions" shall mean those service conditions which are within the control of a Cable Operator. Conditions which are not within the control of a Cable Operator include, but are not necessarily limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Conditions which are ordinarily within the control of a Cable Operator include, but are not necessarily limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods and maintenance or upgrade to the Cable System.

"Other Service(s)" shall mean any wire or radio communications service provided using any of the facilities of a Cable Operator that are used in the provision of Cable Service.

"Personally Identifiable Information" shall mean specific information about an identified Customer, including, but not be limited to, a Customer's (a) login information for the use of Cable Service and management of a Customer's Cable Service account, (b) extent of viewing of video programming or Other Services, (c) shopping choices, (d) interests and opinions, (e) energy uses, (f) medical information, (g) banking data or information, or (h) any other personal or private information. "Personally Identifiable Information" shall not mean any aggregate information about Customers which does not identify particular persons, or information gathered by a Cable Operator necessary to install, repair or service equipment or Cable System facilities at a Customer's premises.

"Service interruption" or "interruption" shall mean (i) the loss or substantial impairment of picture and/or sound on one or more cable television channels.

"Service outage" or "outage" shall mean a loss or substantial impairment in reception on all channels.

“Subcontractor” shall mean a person or entity that enters into a contract to perform part or all of the obligations of another's contract.

"Town" shall mean the Town of Severance, Colorado

“Writing” or “written” as the term applies to notification shall include electronic communications.

Any terms not specifically defined in these Standards shall be given their ordinary meaning, or where otherwise defined in applicable federal law, such terms shall be interpreted consistent with those definitions.

III. CUSTOMER SERVICE

A. Courtesy

Cable Operator employees, contractors and subcontractors shall be courteous, knowledgeable and helpful and shall provide effective and satisfactory service in all contacts with customers.

B. Accessibility

1. A Cable Operator intends to provide customer service centers/business offices (“Service Centers”) which are conveniently located, and which are open during Normal Business Hours. Service Centers shall be fully staffed with Customer Service Representatives offering the following services to Customers who come to the Service Center: bill payment, equipment exchange, processing of change of service requests, and response to Customer inquiries and request.

Unless otherwise requested by the Town of Severance, a Cable Operator shall post a sign at each Service Center, visible from the outside of the Service Center, advising Customers of its hours of operation and of the telephone number at which to contact the Cable Operator if the Service Center is not open at the times posted.

The Cable Operator shall use commercially reasonable efforts to implement and promote “self-help” tools and technology, in order to respond to the growing demand of Customers who wish to interact with the Cable Operator on the Customer’s own terms and timeline and at their own convenience, without having to travel to a Service Center. Without limitation, examples of self-help tools or technology may include self-installation kits to Customers upon request; pre-paid mailers for the return of equipment upon Customer request; an automated phone option for Customer bill payments; and equipment exchanges at a Customer’s residence in the event of damaged equipment. A Cable Operator shall provide free exchanges of faulty equipment at the customer's address if the equipment has not been damaged in any manner due to the fault or negligence of the customer.

2. A Cable Operator shall maintain local telephone access lines that shall be available twenty-four (24) hours a day, seven (7) days a week for service/repair requests and billing/service inquiries.

3. A Cable Operator shall have dispatchers and technicians on call twenty-four (24) hours a day, seven (7) days a week, including legal holidays.

4. If a customer service telephone call is answered with a recorded message providing the customer with various menu options to address the customer's concern, the recorded message must provide the customer the option to connect to and speak with a CSR within sixty (60) seconds of the commencement of the recording. During Normal Business Hours, a Cable Operator shall retain sufficient customer service representatives and telephone line capacity to ensure that telephone calls to technical service/repair and billing/service inquiry lines are answered by a customer service representative within thirty (30) seconds or less from the time a customer chooses a menu option to speak directly with a CSR or chooses a menu option that pursuant to the automated voice message, leads to a direct connection with a CSR. Under normal operating conditions, this thirty (30) second telephone answer time requirement standard shall be met no less than ninety (90) percent of the time measured quarterly.

5. Under normal operating conditions, a customer shall not receive a busy signal more than three percent (3%) of the time. This standard shall be met ninety (90) percent or more of the time, measured quarterly.

C. Responsiveness

1. Guaranteed Seven-Day Residential Installation

a. A Cable Operator intends to complete all standard residential installations or modifications to service requested by customers within seven (7) business days after the order is placed, unless a later date for installation is requested. "Standard" residential installations are those located up to one hundred twenty five (125) feet from the existing distribution system. If the customer requests a nonstandard residential installation, or the Cable Operator determines that a nonstandard residential installation is required, the Cable Operator intends to provide the customer in advance with a total installation cost estimate and an estimated date of completion.

b. All underground cable drops to the home shall be buried at a depth of no less than twelve inches (12"), or such other depth as may be required by the Franchise Agreement or local code provisions, or if there are no applicable Franchise or code requirements, at such other depths as may be agreed to by the parties if other construction concerns preclude the twelve inch requirement, and within no more than one calendar week from the initial installation, or at a time mutually agreed upon between the Cable Operator and the customer.

2. Residential Installation and Service Appointments

a. The “appointment window” alternatives for specific installations, service calls, and/or other installation activities will be either a specific time, or at a maximum, a four (4) hour time block between the hours of 8:00 a.m. and 6:00 p.m., six (6) days per week. A Cable Operator may schedule service calls and other installation activities outside of the above days and hours for the express convenience of customers. For purposes of this subsection “appointment window” means the period of time in which the representative of the Cable Operator must arrive at the customer’s location.

b. A Cable Operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment, unless the customer’s issue has otherwise been resolved.

c. If a Cable Operator is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the Cable Operator shall take reasonable efforts to contact the customer promptly, but in no event later than the end of the appointment window. The appointment will be rescheduled, as necessary at a time that is convenient to the customer, within Normal Business Hours or as may be otherwise agreed to between the customer and Cable Operator.

d. A Cable Operator shall be deemed to have responded to a request for service under the provisions of this section when a technician arrives within the agreed upon time, and, if the customer is absent when the technician arrives, the technician leaves written notification of arrival and return time, and a copy of that notification is kept by the Cable Operator. In such circumstances, the Cable Operator shall contact the customer within forty-eight (48) hours.

3. Residential Service Interruptions

a. In the event of system outages resulting from Cable Operator equipment failure, the Cable Operator shall correct such failure within 2 hours after the 3rd customer call is received.

b. All other service interruptions resulting from Cable Operator equipment failure shall be corrected by the Cable Operator by the end of the next calendar day.

c. Records of Complaints.

i. A Cable Operator shall keep an accurate and comprehensive file of any complaints regarding the cable system or its operation of the cable system, in a manner consistent with the privacy rights of customers, and the Cable Operator's actions in response to those complaints. These files shall remain available for viewing by the Franchising Authority during normal business hours at the Cable Operator’s business office, and shall be retained by the Cable Operator for a period of at least three (3) years.

ii. Upon written request a Cable Operator shall provide the Franchising Authority an executive summary quarterly, which shall include information concerning customer complaints referred by the Franchising Authority to the Grantee and any other requirements of a Franchise Agreement but no personally identifiable information. These summaries shall be provided within fifteen (15) days after the end of each quarter. Once a request is made, it need not be repeated and quarterly executive summaries shall be provided by the Cable Operator until notified in writing by the Franchising Authority that such summaries are no longer required.

iii. Upon written request a summary of service requests, identifying the number and nature of the requests and their disposition, shall also be completed by the Cable Operator for each quarter and submitted to the Franchising Authority by the fifteenth (15th) day of the month after each calendar quarter. Once a request is made, it need not be repeated and quarterly summary of service requests shall be provided by the Cable Operator until notified in writing by the Franchising Authority that such summaries are no longer required. Complaints shall be broken out by the nature of the complaint and the type of Cable service subject to the complaint.

d. Records of Service Interruptions and Outages. A Cable Operator shall maintain records of all outages and reported service interruptions. Such records shall indicate the type of cable service interrupted, including the reasons for the interruptions. A log of all service interruptions shall be maintained and provided to the Franchising Authority quarterly, upon written request, within fifteen (15) days after the end of each quarter. Such records shall be submitted to the Franchising Authority with the records identified in Section 3.c.ii above if so requested in writing, and shall be retained by the Cable Operator for a period of three (3) years.

e. All service outages and interruptions for any cause beyond the control of the Cable Operator shall be corrected within thirty-six (36) hours, after the conditions beyond its control have been corrected.

4. TV Reception

a. A Cable Operator shall provide clear television reception that meets or exceeds technical standards established by the United States Federal Communications Commission (the "FCC"). A Cable Operator shall render efficient service, make repairs promptly, and interrupt service only for good cause and for the shortest time possible. Scheduled interruptions shall be preceded by notice and shall occur during periods of minimum use of the system, preferably between midnight and six a.m. (6:00 a.m.).

b. If a customer experiences poor video or audio reception attributable to a Cable Operator's equipment, the Cable Operator shall:

i. Assess the problem within one (1) day of notification;

ii. Communicate with the customer regarding the nature of the problem and the expected time for repair;

iii. Complete the repair within two (2) days of assessing the problem unless circumstances exist that reasonably require additional time.

c. If an appointment is necessary to address any video or audio reception problem, the customer may choose a block of time described in Section III.C.2.a. At the customer's request, the Cable Operator shall repair the problem at a later time convenient to the customer, during Normal Business Hours or at such other time as may be agreed to by the customer and Cable Operator. A Cable Operator shall maintain periodic communications with a customer during the time period in which problem ascertainment and repair are ongoing, so that the customer is advised of the status of the Cable Operator's efforts to address the problem.

5. Problem Resolution

A Cable Operator's customer service representatives shall have the authority to provide credit for interrupted service, to waive fees, to schedule service appointments and to change billing cycles, where appropriate. Any difficulties that cannot be resolved by the customer service representative shall be referred to the appropriate supervisor who shall contact the customer within four (4) hours and resolve the problem within forty eight (48) hours or within such other time frame as is acceptable to the customer and the Cable Operator.

6. Billing, Credits, and Refunds

a. In addition to other options for payment of a customer's service bill, a Cable Operator shall make available a telephone payment option where a customer without account irregularities can enter payment information through an automated system, without the necessity of speaking to a CSR.

b. A Cable Operator shall allow at least thirty (30) days from the beginning date of the applicable service period for payment of a customer's service bill for that period. If a customer's service bill is not paid within that period of time the Cable Operator may apply an administrative fee to the customer's account. The administrative fee must reflect the average costs incurred by the Cable Operator in attempting to collect the past due payment in accordance with applicable law. If the customer's service bill is not paid within forty-five (45) days of the beginning date of the applicable service period, the Cable Operator may perform a "soft" disconnect of the customer's service. If a customer's service bill is not paid within fifty-two (52) days of the beginning date of the applicable service period, the Cable Operator may disconnect the customer's service, provided it has provided two (2) weeks notice to the customer that such disconnection may result.

c. The Cable Operator shall issue a credit or refund to a customer within 30 days after determining the customer's entitlement to a credit or refund.

d. Whenever the Cable Operator offers any promotional or specially priced service(s) its promotional materials shall clearly identify and explain the specific terms of the promotion, including but not limited to manner in which any payment credit will be applied.

7. Treatment of Property

To the extent that a Franchise Agreement does not contain the following procedures for treatment of property, Operator shall comply with the procedures set forth in this Section.

a. A Cable Operator shall keep tree trimming to a minimum; trees and shrubs or other landscaping that are damaged by a Cable Operator, any employee or agent of a Cable Operator during installation or construction shall be restored to their prior condition or replaced within seven (7) days, unless seasonal conditions require a longer time, in which case such restoration or replacement shall be made within seven (7) days after conditions permit. Trees and shrubs on private property shall not be removed without the prior permission of the owner or legal tenant of the property on which they are located. This provision shall be in addition to, and shall not supersede, any requirement in any franchise agreement.

b. A Cable Operator shall, at its own cost and expense, and in a manner approved by the property owner and the Franchising Authority, restore any private property to as good condition as before the work causing such disturbance was initiated. A Cable Operator shall repair, replace or compensate a property owner for any damage resulting from the Cable Operator's installation, construction, service or repair activities. If compensation is requested by the customer for damage caused by any Cable Operator activity, the Cable Operator shall reimburse the property owner one hundred (100) percent of the actual cost of the damage.

c. Except in the case of an emergency involving public safety or service interruption to a large number of customers, a Cable Operator shall give reasonable notice to property owners or legal tenants prior to entering upon private premises, and the notice shall specify the work to be performed; provided that in the case of construction operations such notice shall be delivered or provided at least twenty-four (24) hours prior to entry, unless such notice is waived by the customer. For purposes of this subsection, "reasonable notice" shall be considered:

- i. For pedestal installation or similar major construction, seven (7) days.
- ii. For routine maintenance, such as adding or dropping service, tree trimming and the like, reasonable notice given the circumstances. Unless a Franchise Agreement has a different requirement, reasonable notice shall require, at a minimum, prior notice to a property owner or tenant, before entry is made onto that person's property.
- iii. For emergency work a Cable Operator shall attempt to contact the property owner or legal tenant in person, and shall leave a door hanger notice in the event

personal contact is not made. Door hangars must describe the issue and provide contact information where the property owner or tenant can receive more information about the emergency work.

Nothing herein shall be construed as authorizing access or entry to private property, or any other property, where such right to access or entry is not otherwise provided by law.

d. Cable Operator personnel shall clean all areas surrounding any work site and ensure that all cable materials have been disposed of properly.

D. Services for Customers with Disabilities

1. For any customer with a disability, a Cable Operator shall deliver and pick up equipment at customers' homes at no charge unless the malfunction was caused by the actions of the customer. In the case of malfunctioning equipment, the technician shall provide replacement equipment, hook it up and ensure that it is working properly, and shall return the defective equipment to the Cable Operator.

2. A Cable Operator shall provide either TTY, TDD, TYY, VRS service or other similar service that are in compliance with the Americans With Disabilities Act and other applicable law, with trained operators who can provide every type of assistance rendered by the Cable Operator's customer service representatives for any hearing-impaired customer at no charge.

3. A Cable Operator shall provide free use of a remote control unit to mobility-impaired (if disabled, in accordance with Section III.D.4) customers.

4. Any customer with a disability may request the special services described above by providing a Cable Operator with a letter from the customer's physician stating the need, or by making the request to the Cable Operator's installer or service technician, where the need for the special services can be visually confirmed.

E. Cable Services Information

1. At any time a customer or prospective customer may request, a Cable Operator shall provide the following information, in clear, concise written form, easily accessible and located on Cable Operator's website (and in Spanish, when requested by the customer):

- a. Products and services offered by the Cable Operator, including its channel lineup;
- b. The Cable Operator's complete range of service options and the prices for these services;
- c. The Cable Operator's billing, collection and disconnection policies;

- d. Privacy rights of customers;
 - e. All applicable complaint procedures, including complaint forms and the telephone numbers and mailing addresses of the Cable Operator, and the FCC;
 - f. Use and availability of parental control/lock out device;
 - g. Special services for customers with disabilities;
 - h. Days, times of operation, and locations of the service centers;
2. At a Customer's request, a Cable Operator shall make available either a complete copy of these Standards and any other applicable customer service standards, or a summary of these Standards, in a format to be approved by CCUA and the Franchising Authority, which shall include at a minimum, the URL address of a website containing these Standards in their entirety; provided however, that if the CCUA or Franchising Authority does not maintain a website with a complete copy of these Standards, a Cable Operator shall be under no obligation to do so;
- If acceptable to a customer, Cable Operator may fulfill customer requests for any of the information listed in this Section by making the requested information available electronically, such as on a website or by electronic mail.
3. Upon written request, a Cable Operator shall meet annually with the Franchising Authority to review the format of the Cable Operator's bills to customers. Whenever the Cable Operator makes substantial changes to its billing format, it will contact the Franchising Authority at least thirty (30) days prior to the time such changes are to be effective, in order to inform the Franchising Authority of such changes.
4. Copies of notices provided to the customer in accordance with subsection 5 below shall be filed (by fax or email acceptable) concurrently with the Franchising Authority and the CCUA.
5. A Cable Operator shall provide customers with written notification of any change in rates for nondiscretionary cable services, and for service tier changes that result in a deletion of programming from a customer's service tier, at least thirty (30) days before the effective date of change. For purposes of this section, "nondiscretionary" means the subscribed tier and any other Cable Services that a customer has subscribed to, at the time the change in rates are announced by the Cable Operator.
6. All officers, agents, and employees of the Cable Operator or its contractors or subcontractors who are in personal contact with customers and/or when working on public property, shall wear on their outer clothing identification cards bearing their name and photograph and identifying them as representatives of the Cable Operator. The Cable Operator shall account for all identification cards at all times. Every vehicle of the Cable Operator shall be clearly visually identified to the public as working for the Cable Operator. Whenever a Cable Operator work

crew is in personal contact with customers or public employees, a supervisor must be able to communicate clearly with the customer or public employee. Every vehicle of a subcontractor or contractor shall be labeled with the name of the contractor and further identified as contracting or subcontracting for the Cable Operator.

7. Each CSR, technician or employee of the Cable Operator in each contact with a customer shall state the estimated cost of the service, repair, or installation orally prior to delivery of the service or before any work is performed, and shall provide the customer with an oral statement of the total charges before terminating the telephone call or before leaving the location at which the work was performed. A written estimate of the charges shall be provided to the customer before the actual work is performed.

F. Customer Privacy

1. Cable Customer Privacy. In addition to complying with the requirements in this subsection, a Cable Operator shall fully comply with all obligations under 47 U.S.C. Section 551.

2. Collection and Use of Personally Identifiable Information.

a. A Cable Operator shall not use the Cable System to collect, monitor or observe Personally Identifiable Information without the prior affirmative written or electronic consent of the Customer unless, and only to the extent that such information is: (i) used to detect unauthorized reception of cable communications, or (ii) necessary to render a Cable Service or Other Service provided by the Cable Operator to the Customer and as otherwise authorized by applicable law.

b. A Cable Operator shall take such actions as are necessary using then-current industry standard practices to prevent any Affiliate from using the facilities of the Cable Operator in any manner, including, but not limited to, sending data or other signals through such facilities, to the extent such use will permit an Affiliate unauthorized access to Personally Identifiable Information on equipment of a Customer (regardless of whether such equipment is owned or leased by the Customer or provided by a Cable Operator) or on any of the facilities of the Cable Operator that are used in the provision of Cable Service. This subsection F.2.b shall not be interpreted to prohibit an Affiliate from obtaining access to Personally Identifiable Information to the extent otherwise permitted by this subsection F.

c. A Cable Operator shall take such actions as are necessary using then-current industry standard practices to prevent a person or entity (other than an Affiliate) from using the facilities of the Cable Operator in any manner, including, but not limited to, sending data or other signals through such facilities, to the extent such use will permit such person or entity unauthorized access to Personally Identifiable Information on equipment of a Customer (regardless of whether such equipment is owned or leased by the Customer or provided by a Cable Operator) or on any of the facilities of the Cable Operator that are used in the provision of Cable Service.

3. Disclosure of Personally Identifiable Information. A Cable Operator shall not disclose Personally Identifiable Information without the prior affirmative written or electronic consent of the Customer, unless otherwise authorized by applicable law.

a. A minimum of thirty (30) days prior to making any disclosure of Personally Identifiable Information of any Customer for any Non-Cable related purpose as provided in this subsection F.3.a, where such Customer has not previously been provided the notice and choice provided for in subsection III.F.9, the Cable Operator shall notify each Customer (that the Cable Operator intends to disclose information about) of the Customer's right to prohibit the disclosure of such information for Non-cable related purposes. The notice to Customers may reference the Customer to his or her options to state a preference for disclosure or non-disclosure of certain information, as provided in subsection III.F.10.

b. A Cable Operator may disclose Personally Identifiable Information only to the extent that it is necessary to render, or conduct a legitimate business activity related to, a Cable Service or Other Service provided by the Cable Operator to the Customer.

c. To the extent authorized by applicable law, a Cable Operator may disclose Personally Identifiable Information pursuant to a subpoena, court order, warrant or other valid legal process authorizing such disclosure.

4. Access to Information. Any Personally Identifiable Information collected and maintained by a Cable Operator shall be made available for Customer examination within thirty (30) days of receiving a request by a Customer to examine such information about himself or herself at the local offices of the Cable Operator or other convenient place within the City/County/City and County/Town designated by the Cable Operator, or electronically, such as over a website. Upon a reasonable showing by the Customer that such Personally Identifiable Information is inaccurate, a Cable Operator shall correct such information.

5. Privacy Notice to Customers

a. A Cable Operator shall annually mail or provide a separate, written or electronic copy of the privacy statement to Customers consistent with 47 U.S.C. Section 551(a)(1), and shall provide a Customer a copy of such statement at the time the Cable Operator enters into an agreement with the Customer to provide Cable Service. The written notice shall be in a clear and conspicuous format, which at a minimum, shall be in a comparable font size to other general information provided to Customers about their account as it appears on either paper or electronic Customer communications.

b. In or accompanying the statement required by subsection F.5.a, a Cable Operator shall state substantially the following message regarding the disclosure of Customer information: "Unless a Customer affirmatively consents electronically or in writing to the disclosure of personally identifiable information, any disclosure of personally identifiable

information for purposes other than to the extent necessary to render, or conduct a legitimate business activity related to, a Cable Service or Other Service, is limited to:

- i. Disclosure pursuant to valid legal process authorized by applicable law.
- ii. Disclosure of the name and address of a Customer subscribing to any general programming tiers of service and other categories of Cable Services provided by the Cable Operator that do not directly or indirectly disclose: (A) A Customer's extent of viewing of a Cable Service or Other Service provided by the Cable Operator; (B) The extent of any other use by a Customer of a Cable Service; (C) The nature of any transactions made by a Customer over the Cable System; or (D) The nature of programming or websites that a Customer subscribes to or views (i.e., a Cable Operator may only disclose the fact that a person subscribes to a general tier of service, or a package of channels with the same type of programming), provided that with respect to the nature of websites subscribed to or viewed, these are limited to websites accessed by a Customer in connection with programming available from their account for Cable Services.”

The notice shall also inform the Customers of their right to prohibit the disclosure of their names and addresses in accordance with subsection F.3.a. If a Customer exercises his or her right to prohibit the disclosure of name and address as provided in subsection F.3.a or this subsection, such prohibition against disclosure shall remain in effect, unless and until the Customer subsequently changes their disclosure preferences as described in subsection F.9 below.

6. Privacy Reporting Requirements. The Cable Operator shall include in its regular periodic reports to the Franchising Authority required by its Franchise Agreement information summarizing:

- a. The type of Personally Identifiable Information that was actually collected or disclosed by Cable Operator during the reporting period;
- b. For each type of Personally Identifiable Information collected or disclosed, a statement from an authorized representative of the Cable Operator certifying that the Personally Identifiable Information collected or disclosed was: (A) collected or disclosed to the extent Necessary to render, or conduct a legitimate business activity related to, a Cable Service or Other Service provided by the Cable Operator; (B) used to the extent Necessary to detect unauthorized reception of cable communications; (C) disclosed pursuant to valid legal process authorized by applicable law; or (D) a disclosure of Personally Identifiable Information of particular subscribers, but only to the extent affirmatively consented to by such subscribers in writing or electronically, or as otherwise authorized by applicable law.
- c. The standard industrial classification (SIC) codes or comparable identifiers pertaining to any entities to whom such Personally Identifiable Information was disclosed, except that a Cable Operator need not provide the name of any court or governmental entity to which such disclosure was made pursuant to valid legal process authorized by applicable law;

d. The general measures that have been taken to prevent the unauthorized access to Personally Identifiable Information by a person other than the Customer or the Cable Operator. A Cable Operator shall meet with Franchising Authority if requested to discuss technology used to prohibit unauthorized access to Personally Identifiable Information by any means.

7. Nothing in this subsection III.F shall be construed to prevent the Franchising Authority from obtaining Personally Identifiable Information to the extent not prohibited by Section 631 of the Communications Act, 47 U.S.C. Section 551 and applicable laws.

8. **Destruction of Personally Identifiable Information.** A Cable Operator shall destroy any Personally Identifiable Information if the information is no longer necessary for the purpose for which it was collected and there are no pending requests or orders for access to such information under subsection 4 of this subsection III.F, pursuant to a court order or other valid legal process, or pursuant to applicable law.

9. **Notice and Choice for Customers.** The Cable Operator shall at all times make available to Customers one or more methods for Customers to use to prohibit or limit disclosures, or permit or release disclosures, as provided for in this subsection III.F. These methods may include, for example, online website “preference center” features, automated toll-free telephone systems, live toll-free telephone interactions with customer service agents, in-person interactions with customer service personnel, regular mail methods such as a postage paid, self-addressed post card, an insert included with the Customer’s monthly bill for Cable Service, the privacy notice specified in subsection III.F.5, or such other comparable methods as may be provided by the Cable Operator. Website “preference center” features shall be easily identifiable and navigable by Customers, and shall be in a comparable size font as other billing information provided to Customers on a Cable Operator’s website. A Customer who provides the Cable Operator with permission to disclose Personally Identifiable Information through any of the methods offered by a Cable Operator shall be provided follow-up notice, no less than annually, of the Customer’s right to prohibit these disclosures and the options for the Customer to express his or her preference regarding disclosures. Such notice shall, at a minimum, be provided by an insert in the Cable Operator’s bill (or other direct mail piece) to the Customer or a notice or message printed on the Cable Operator’s bill to the Customer, and on the Cable Operator’s website when a Customer logs in to view his or her Cable Service account options. The form of such notice shall also be provided on an annual basis to the Franchising Authority. These methods of notification to Customers may also include other comparable methods as submitted by the Cable Operator and approved by the Franchising Authority in its reasonable discretion.

G. Safety

A Cable Operator shall install and locate its facilities, cable system, and equipment in compliance with all federal, state, local, and company safety standards, and in such manner as shall not unduly interfere with or endanger persons or property. Whenever a Cable Operator receives notice that an unsafe condition exists with respect to its equipment, the Cable Operator

shall investigate such condition immediately, and shall take such measures as are necessary to remove or eliminate any unsafe condition.

H. Cancellation of New Services

In the event that a new customer requests installation of Cable Service and is unsatisfied with their initial Cable Service, and provided that the customer so notifies the Cable Operator of their dissatisfaction within 30 days of initial installation, then such customer can request disconnection of Cable Service within 30 days of initial installation, and the Cable Operator shall provide a credit to the customer's account consistent with this Section. The customer will be required to return all equipment in good working order; provided such equipment is returned in such order, then the Cable Operator shall refund the monthly recurring fee for the new customer's first 30 days of Cable Service and any charges paid for installation. This provision does not apply to existing customers who request upgrades to their Cable Service, to discretionary Cable Service such as PPV or movies purchased and viewed On Demand, or to customer moves and/or transfers of Cable Service. The service credit shall be provided in the next billing cycle.

IV. COMPLAINT PROCEDURE

A. Complaints to a Cable Operator

1. A Cable Operator shall establish written procedures for receiving, acting upon, and resolving customer complaints, and crediting customer accounts and shall have such procedures printed and disseminated at the Cable Operator's sole expense, consistent with Section III.E.1.e of these Standards.

2. Said written procedures shall prescribe a simple manner in which any customer may submit a complaint by telephone or in writing to a Cable Operator that it has violated any provision of these Customer Service Standards, any terms or conditions of the customer's contract with the Cable Operator, or reasonable business practices. If a representative of the Franchising Authority notifies the Cable Operator of a customer complaint that has not previously been made by the customer to the Cable Operator, the complaint shall be deemed to have been made by the customer as of the date of the Franchising Authority's notice to the Cable Operator.

3. At the conclusion of the Cable Operator's investigation of a customer complaint, but in no more than ten (10) calendar days after receiving the complaint, the Cable Operator shall notify the customer of the results of its investigation and its proposed action or credit.

4. A Cable Operator shall also notify the customer of the customer's right to file a complaint with the Franchising Authority in the event the customer is dissatisfied with the Cable Operator's decision, and shall thoroughly explain the necessary procedures for filing such complaint with the Franchising Authority.

5. A Cable Operator shall immediately report all customer Escalated complaints that it does not find valid to the Franchising Authority.

6. A Cable Operator's complaint procedures shall be filed with the Franchising Authority prior to implementation.

B. Complaints to the Franchising Authority

1. Any customer who is dissatisfied with any proposed decision of the Cable Operator or who has not received a decision within the time period set forth below shall be entitled to have the complaint reviewed by the Franchising Authority.

2. The customer may initiate the review either by calling the Franchising Authority or by filing a written complaint together with the Cable Operator's written decision, if any, with the Franchising Authority.

3. The customer shall make such filing and notification within twenty (20) days of receipt of the Cable Operator's decision or, if no decision has been provided, within thirty (30) days after filing the original complaint with the Cable Operator.

4. If the Franchising Authority decides that further evidence is warranted, the Franchising Authority shall require the Cable Operator and the customer to submit, within ten (10) days of notice thereof, a written statement of the facts and arguments in support of their respective positions.

5. The Cable Operator and the customer shall produce any additional evidence, including any reports from the Cable Operator, which the Franchising Authority may deem necessary to an understanding and determination of the complaint.

6. The Franchising Authority shall issue a determination within fifteen (15) days of receiving the customer complaint, or after examining the materials submitted, setting forth its basis for the determination.

7. The Franchising Authority may extend these time limits for reasonable cause and may intercede and attempt to negotiate an informal resolution.

C. Security Fund or Letter of Credit

A Cable operator shall comply with any Franchise Agreement regarding Letters of Credit. If a Franchise Agreement is silent on Letter of Credit the following shall apply:

1. Within thirty (30) days of the written notification to a Cable Operator by the Franchising Authority that an alleged Franchise violation exists, a Cable Operator shall deposit with an

escrow agent approved by the Franchising Authority fifty thousand dollars (\$50,000) or, in the sole discretion of the Franchising Authority, such lesser amount as the Franchising Authority deems reasonable to protect subscribers within its jurisdiction. Alternatively, at the Cable Operator's discretion, it may provide to the Franchising Authority an irrevocable letter of credit in the same amount. A letter of credit or cash deposit, with the approval of the Franchising Authority, may be posted jointly for more than one member of the CCUA, and may be administered, and drawn upon, jointly by the CCUA or drawn upon individually by each member; provided however that if such letter of credit or cash deposit is provided to CCUA on behalf of more than one of its members, the letter of credit or cash deposit may, in the sole discretion of CCUA and its effected members, be required in an amount not to exceed one hundred thousand dollars (\$100,000).

The escrowed funds or letter of credit shall constitute the "Security Fund" for ensuring compliance with these Standards for the benefit of the Franchising Authority. The escrowed funds or letter of credit shall be maintained by a Cable Operator at the amount initially required, even if amounts are withdrawn pursuant to any provision of these Standards, until any claims related to the alleged Franchise violation(s) are paid in full.

2. The Franchising Authority may require the Cable Operator to increase the amount of the Security Fund, if it finds that new risk factors exist which necessitate such an increase.
3. The Security Fund shall serve as security for the payment of any penalties, fees, charges or credits as provided for herein and for the performance by a Cable Operator of all its obligations under these Customer Service Standards.
4. The rights reserved to the Franchising Authority with respect to the Security Fund are in addition to all other rights of the Franchising Authority, whether reserved by any applicable franchise agreement or authorized by law, and no action, proceeding or exercise of a right with respect to same shall in any way affect, or diminish, any other right the Franchising Authority may otherwise have.

D. Verification of Compliance

A Cable Operator shall establish its compliance with any or all of the standards required through annual reports that demonstrate said compliance, or as requested by the Franchising Authority.

E. Procedure for Remedying Violations

1. If the Franchising Authority has reason to believe that a Cable Operator has failed to comply with any of these Standards, or has failed to perform in a timely manner, the Franchising Authority may pursue the procedures in its Franchise Agreement to address violations of these Standards in a like manner as other franchise violations are considered.

2. Following the procedures set forth in any Franchise Agreement governing the manner to address alleged Franchise violations, if the Franchising Authority determines in its sole discretion that the noncompliance has been substantiated, in addition to any remedies that may be provided in the Franchise Agreement, the Franchising Authority may:

a. Impose assessments of up to one thousand dollars (\$1,000.00) per day, to be withdrawn from the Security Fund in addition to any franchise fee until the non-compliance is remedied; and/or

b. Order such rebates and credits to affected customers as in its sole discretion it deems reasonable and appropriate for degraded or unsatisfactory services that constituted noncompliance with these Standards; and/or

c. Reverse any decision of the Cable Operator in the matter and/or

d. Grant a specific solution as determined by the Franchising Authority; and/or

e. Except for in emergency situations, withhold licenses and permits for work by the Cable Operator or its subcontractors in accordance with applicable law.

V. MISCELLANEOUS

A. Severability

Should any section, subsection, paragraph, term, or provision of these Standards be determined to be illegal, invalid, or unconstitutional by any court or agency of competent jurisdiction with regard thereto, such determination shall have no effect on the validity of any other section, subsection, paragraph, term, or provision of these Standards, each of the latter of which shall remain in full force and effect.

B. Non-Waiver

Failure to enforce any provision of these Standards shall not operate as a waiver of the obligations or responsibilities of a Cable Operator under said provision, or any other provision of these Standards.

EXHIBIT B

Report Form

Comcast
Quarterly Executive Summary - Escalated Complaints
Section 7.6 (B) of our Franchise Agreement
Quarter Ending _____, Year
Town of Severance

<u>Type of Complaint</u>	<u>Number of Calls</u>
Accessibility	0
Billing, Credit and Refunds	0
Courtesy	0
Drop Bury	0
Installation	0
Notices/Easement Issues (Non-Rebuild)	0
Pedestal	0
Problem Resolution	0
Programming	0
Property Damage (Non-Rebuild)	0
Rates	0
Rebuild/Upgrade Damage	0
Rebuild/Upgrade Notices/Easement Issues	0
Reception/Signal Quality	0
Safety	0
Service and Install Appointments	0
Service Interruptions	0
Serviceability	0
<u>TOTAL</u>	0

Compliments

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EXHIBIT C

Platted Subdivision Map of the Town of Severance



AGENDA ITEM SUMMARY

AGENDA ITEM	SUBMITTED BY	PRESENTED BY
Pg 245 - Town of Severance Emergency Management Plan	Jim Gerdeman, Chief of Police	James Gerdeman, Chief of Police
ACTION REQUESTED		
The Town Staff asks Town Council to review the 2023 Emergency Operation Plan and take action: • Approve the 2023 Emergency Operation Plan as presented • Approve the 2023 Emergency Operation Plan with Modifications • Take no Action		<u>Presentation</u> <u>Attorney Approved</u> <u>Action Requested</u>
BRIEF SUMMARY		
The Town of Severance adopted an Emergency Operations Plan in January of 2015. As the town grows, many aspects of the Emergency Operations Plan change. The Town Council recognized this and requested a review of the Emergency Operation Plan. After a careful review of the current plan and identifying additional services, the Town now provides for the citizens, the decision was made to start fresh and create a new Emergency Operation Plan that would include all staff of the Town of Severance.		
PUBLIC SUPPORT/CONCERN		
None at this time.		
ANALYSIS AND RECOMMENDATION		
The Chief of Police and Town Management ask that the Town Council move to approve the 2023 Emergency Operation Plan as proposed.		
MATERIALS SUBMITTED		
The following materials were submitted and included in this packet: 1. 2023 Emergency Operations Plan March 28		



January 2023

Adopted by the Town Council:
March 28, 2023

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AUTHORIZATION

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INTRODUCTION

Major emergencies and disaster incidents are unique events that present communities and emergency personnel with extraordinary problems and challenges that cannot be adequately addressed within the routine operations of local government. Since disasters differ in important ways, and it is impossible to plan for every contingency, highly detailed operational procedures that can quickly become out of date are avoided in this plan in favor of a streamlined, all hazards preparedness approach.

Government agencies need to anticipate how they will provide services during a disaster, how to resume services once they have been interrupted, or consider alternative means for providing services during a disaster. This Emergency Operations Plan provides guidance to the staff of the Town of Severance, volunteers, departments and agencies, and private and non-profit sectors to respond to an emergency.

Purpose

The Town of Severance Emergency Operations Plan (EOP) aims to provide general guidelines and principles for managing and coordinating the overall response and recovery activities before, during, and after major emergencies and disaster events that affect the Town.

Executive Summary

The Town of Severance Emergency Operations Plan (EOP) 1) outlines circumstances under which the plan should be implemented, 2) provides guidance on the key elements of the plan, and 3) identifies the Town of Severance's implementation strategies. The EOP will be implemented during all emergency or disaster events that require Town staff to utilize alternative methods of maintaining the daily functions of the Town of Severance. This may include an internal disaster such as a fire in the building where the executive offices are located or where files critical to Town functions are located. It could include an environmental event such as extreme winds or flooding where access to services for the town may be interrupted due to debris or impassable roads. Implementation of this plan may occur due to a large disease outbreak or mass fatality event where components of the town's daily functions (vital records) may be overwhelmed. Implementation may also become necessary with the loss of essential leaders in the town or during a required evacuation of the population of the town and/or county.

This EOP has been developed in accordance with the requirements for local emergency planning established under the State of Colorado Disaster Emergency Act of 1992 and also meets the requirements of other state and federal guidelines for local emergency management plans and programs.

The contents of this plan are intended to provide a basis for the coordinated management of the types of emergencies and disaster events that may occur in the Town of Severance. Weld County and Regional Partners are welcome to use and adapt this plan. Other organizations and special districts are encouraged to develop and maintain current standard operating procedures (SOPs) to include checklists necessary for implementing assigned duties and functions.

This plan does not address emergency planning and management of the county or other special districts. These political subdivisions are responsible for the development and maintenance of their EOPs and Annexes, standard operating procedures (SOPs) and training necessary for implementing assigned duties and functions of their jurisdiction's EOP. The Plan is designed to work in concert with

departmental standard operating guidelines, county, regional, and the State of Colorado EOPs.

The Police Chief is responsible for regularly scheduled plan updates and revisions and for developing a training and exercise program to familiarize town staff with the provisions of the plan.

The National Incident Management System, NIMS, is the adopted method and organizational structure for managing emergency response and recovery operations within the Town of Severance. All Town employees are requested to achieve certificates in the FEMA recommended training fitting their job title and fitting their response level in an emergency.

Planning Contact Information

For all information pertaining to this plan, contact:

James Gerdeman

Police Chief

3 Timber Ridge Parkway (Physical)

PO Box 339 (Mailing)

Severance Colorado 81432

(970) 686-1218

jgerdeman@townofseverance.org

Record of Change

All changes are to be annotated on the master copy of the Emergency Operations Plan, which is maintained by the Police Chief. Should the change be significant in nature, an electronic update shall be made and recorded with the applicable stakeholders. If not deemed significant, changes will be reviewed and incorporated into the plan as needed or during scheduled annual updates.

This plan will be updated annually with the participation of the department heads and Town Council, and as needed after any incident, to ensure that it remains an effective and accurate emergency management tool for officials, responders, and citizens of the Town of Severance.

DATE REVISED	CHANGE OR UPDATE	PAGE REVISED	REVISED BY

Distribution

This document shall be known as the Town of Severance Emergency Operations Plan (EOP). This EOP is approved and hereby ordered to be electronically distributed. All agencies, departments, and personnel should review and accept their respective responsibilities as outlined in this plan, including organizational planning and training necessary to implement the plan when required. A hard copy will be kept in the Town Manager's Office (3 Timber Ridge Parkway Severance Colorado 80550), Severance Police Department (209 1st Street Severance Colorado 80550), Severance Town Clerk's Office (3 Timber Ridge Parkway Severance Colorado 80550), and the Weld County Emergency Manager's Desk (1150 O Street, Greeley Colorado 80632).

Upon adoption, this EOP will be electronically distributed to town officials and departments, the county government, and any identified stakeholders for their respective use as well as for planning and training purposes. Additional copies of this plan are available from the Town Clerk and will be posted on the Town of Severance's website (<https://www.townofseverance.org>).

#of Copies	Position	Individual Receiving Copy	Date

SCOPE

The plan establishes a system for coordinating the prevention, preparedness, response and recovery, and mitigation phases of emergency management in the Town of Severance. This plan may be fully or partially activated to manage natural, technological, and human-caused incidents that occur. It is divided into three sections: the base plan, supporting annexes, and supporting documents to be included at a later date.

Essential functions are those organizational functions and activities that must be continued under any and all circumstances as prescribed by the Colorado Constitution. However, some functions may be able to be suspended or prioritized on a temporary basis as needed in an emergency situation and/or recovery.

The scope of the EOP is to identify the essential functions of the Town of Severance and prepare to maintain or recover them during all hazard events. This plan and its annexes address capabilities the Town has or can develop to provide services from alternate locations, redundancy for data collection, and personnel that has been trained to provide leadership under disaster circumstances (order of succession). This plan Annexes address key messages that may need to be developed for public, vendor- managed activities (vaccines, office supplies, UPS [uninterruptible power supply]). It also addresses payroll, purchasing, and human resource considerations.

The Town of Severance is responsible for emergency response operations within Town boundaries with support from the Weld County Sheriff's Office, Weld County Emergency Medical Services (EMS), Weld County Emergency Management, and the Windsor/Severance Fire Protection District.

Disasters and large-scale emergencies are rarely confined to one jurisdiction. Although only a portion of the Town of Severance is likely to be impacted by a single disaster or emergency event, a multi-jurisdictional effort will be required to effectively manage most major incidents. Accordingly, emergency plans and exercises should incorporate procedures for integrating the resources of municipal and county governments, private and volunteer organizations, and state and federal governments.

✿ Within the Town of Severance, emergency response functions may be provided by the following agencies:

- Town of Severance: Administration, Police Department, Clerk, Public Works, Planning and Building/ Community Development Offices
- Windsor / Severance Fire Department
- Weld County Sheriff's Office
- Weld County Emergency Medical Services
- Weld County Social Services
- Weld County Public Health
- Weld County Emergency Management
- Colorado Bureau of Investigations
- Colorado State Patrol
- Colorado Department of Transportation
- Colorado Parks and Wildlife
- Office of Homeland Security and Emergency Management
- Xcel Energy / Poudre Valley REA Inc.
- Regional Dispatch Center
- Lightgig Communications
- Weld County Humane Society

- ✿ Routine emergencies will be managed by these agencies under Colorado Revised Statute authorities using the Incident Command System. As an emergency escalates, the Incident Commander will coordinate with town officials to ensure all public safety functions are being provided.
- ✿ When required by incident complexity, the Town of Severance will assign an agency representative to command and/or open an Emergency Operations Center (EOC). The EOC will manage issues including, but not limited to the following:
 - damage assessment,
 - coordination of outside agencies and volunteers,
 - intergovernmental relations.
- ✿ The town will work in cooperation with the following agencies and jurisdictions in multi-jurisdiction incidents and/or through mutual aid response:

Weld and Adjacent Counties	Adjacent Cities and Towns
Weld County Office of Emergency Management	Windsor/Severance Fire District
Colorado Department of Public Health and Environment (CDPHE)	Weld County Humane Society
Colorado Department of Transportation (CDOT)	Colorado Parks and Wildlife
Colorado Office of Emergency Management	FEMA / U.S. Government

- ✿ The **Colorado Department of Public Safety, Division of Homeland Security, and Office of Emergency Management (COEM)** are available 24 hours a day to provide advice and technical assistance to the Town of Severance and Weld County. In addition, the COEM may provide state resources or coordinate other supplemental assistance in support of local emergency management actions. A formal declaration of a disaster by the Town Council may be required as a pre-condition of some forms of state assistance or to expedite state assistance. COEM is also the state agency responsible for processing requests for state and federal disaster assistance. It should be noted that response and recovery operations are the responsibility of the Town of Severance, and initial support should be provided by Weld County. As a result of an emergency or disaster event and declaration, **county, state or federal funding assistance is not guaranteed.**

Base Plan

The Town of Severance Emergency Operations Base Plan describes the processes comprising a town-wide approach to incident management designed to integrate the efforts and resources of local governments, the private sector, and non-governmental organizations (NGOs). Weld County Government, special districts, and non-governmental organizations should maintain and update their jurisdictional or response area emergency operations plans on an ongoing basis. Basic roles and responsibilities are outlined in this plan for coordination purposes. This base plan is adopted by the Severance Town Council and no major changes are done without their approval.

Supporting Annexes

The Annexes to the EOP detail the policies, structures, and responsibilities for coordination support with local agencies or other jurisdictions and entities during incidents. Annexes in support of this EOP are both functional based and hazard specific based. As incidents, planned events, and exercises occur, these Annexes are subject to change to improve response capabilities. New Annexes may be added as needed. Town Council approval for annexes to be added is preferred but not required.

SUPPORTING DOCUMENTS

These documents provide other relevant, more detailed supporting information, including terms, definitions, acronyms, and a compendium of plans.

Town of Severance Documents

- ✿ Weld County Multi-Jurisdictional Hazard Mitigation Plan
- ✿ Town of Severance Incident Command System Forms

Emergency Management

A link to the current Supporting Documents from Emergency Management may be found at <https://www.weld.gov/Government/Departments/Office-of-Emergency-Management/Hazard-Mitigation>.

These plans include but are not limited to:

- ✿ Weld County Emergency Operations Plan
- ✿ Weld County Emergency Flood Plan
- ✿ Weld County Prairie Fire Plan
- ✿ Weld County Severe Storm Plan

Public Health

A link to the current Supporting Documents from Emergency Management may be found at <http://www.weld.gov/Government/Departments/Health-and-Environment>. These plans include but are not limited to:

- ✿ Public Health Emergency Operations Plan
- ✿ Public Health Improvement Plan
- ✿ Weld County Community Health Resource Guide
- ✿ Regional Health Assessment

Supporting Documents on the Web

Other Supporting Documents can be found on the web. They can be found by clicking on the hyperlinks below for each document:

- ✿ Colorado State Emergency Operations Plan (Link [Here](#))
- ✿ State of Colorado Resource Mobilization Annex (Link [Here](#))
- ✿ Colorado Homeland Security Resource Guide (Link [Here](#))

Note: Supporting documents may be developed and revised independently of the base plan. **Report broken links to Town Clerk at** lvansdall@townofseverance.org.

AUTHORITIES

Federal

- ✿ Americans with Disabilities Act
- ✿ Robert T. Stafford Disaster Relief And Emergency Assistance Act And Amendments (Public Law 93-288)
- ✿ Post-Katrina Reform Act
- ✿ National Response Framework (PPD-8)
- ✿ Homeland Security Act And Information Sharing Act (H.R. 5710)
- ✿ Homeland Security Presidential Directive 5, Management Of Domestic Incidents (PPD-5)
- ✿ PETS ACT 2006
- ✿ Homeland Security Presidential Directive 8, National Preparedness (PPD-8)
- ✿ Plain Language Guidance
- ✿ Homeland Security Act and Information Sharing Act 202
- ✿ National Incident Management System (NIMS)

State

- ✿ Colorado Disaster Management Act (24 - 33.5 - 704(5) et seq., C.R.S., I,)
- ✿ Colorado All Hazard Resource Database Creation
- ✿ Colorado State Emergency Operations Plan (Signed by Jared Polis on September 30, 2019)

Local

- ✿ Weld County, Colorado Resolution No. 881176, December 1988, established the Weld County Office of Emergency Management.
- ✿ Weld County Board of County Commissioners adopted the National Incident Management System (NIMS) on January 9, 2006.
- ✿ Adoption of the Weld County Multi-Hazard Mitigation Plan on January 2021.
- ✿ Town of Severance Resolution No. 2014-05R adopting the National Incident Management system affirmed by the Severance Town Council, June 2, 2014.
- ✿ Town of Severance Resolution No. 2015-02R, January 19, 2015, adopting Emergency Management Protocols and Plans.

PLANNING ASSUMPTIONS

- ✿ Government at all levels must continue to function under all threats, emergencies, and disastrous conditions. Continuity of Government (COG)/Continuity of Operations (COOP) plans should be developed by all agencies and departments consistent with this plan and in accordance with the State of Colorado Emergency Operations Plans and National level guidance.
- ✿ Municipal governments and special districts will perform under their scope of authority and responsibility and will make declarations of emergency or disaster to County Emergency Management. All emergency and disaster declarations received by the County Emergency Manager will be forwarded to the State of Colorado Office of Emergency Management.
- ✿ The Town of Severance has no fiscal responsibility to any special district after receipt of their emergency or disaster declaration, nor should the Town of Severance expect Weld County or the State of Colorado to have fiscal responsibility upon a receipt of an emergency or disaster declaration.
- ✿ County government, other municipal governments, special districts, and non-governmental organizations should maintain and update their jurisdictional or response area emergency operations and continuity plans on an ongoing basis and especially during time of an emergency or disaster response. These entities are expected to coordinate their planning, response, and continuity efforts with the Town of Severance to support intergovernmental responsibility.
- ✿ Incidents begin at the local government level (this includes special districts) and will remain the responsibility of the local government throughout the incident and through the recovery phase. Higher levels of government may agree to share some of the responsibility within an agreed upon scope. Generally, local jurisdictions (up through the county) should not plan on the arrival of significant State resources ordered for up to and possibly exceeding 36 hours after the incident. Federal resources may not arrive until 48-72 hours after the incident.
- ✿ An emergency or disaster can occur at any time and at any location. It may create significant human suffering and loss of life, property damage, and economic hardship to individuals, the government, public services, the environment, and the business community.
- ✿ Collaborating and sharing information across multiple levels of government, the response community, and the private sector is essential for the successful stabilization and common operating picture of any emergency or disaster.
- ✿ All aspects of a community (e.g., volunteer, faith, access, and functional needs, local governments and community-based organizations; other non-governmental organizations (NGOs); and the private sector) may be needed to effectively plan, respond, and recover from a major disaster.
- ✿ The public expects the government to keep them informed and provide guidance and assistance upon detection of a threat and in the event of an emergency or disaster.
- ✿ The premise of the National Response Framework, the State Emergency Operations Plan, and this plan is that all levels of government share responsibility for working together in preventing, preparing for, responding to, and recovering from the effects of an emergency or disaster event.
- ✿ Within the Town of Severance's organization structure, certain town departments have clearly understood responsibilities during an emergency while other departments have coordination responsibility and authority; however, it may be necessary to staff an emergency or disaster with additional outside staff assistance. Depending upon the magnitude and catastrophic nature of the emergency and disaster there is a potential that all town offices and departments could be mission tasked to respond and perform certain functions during an emergency or disaster event. The transition to emergency work would be under the direction of the Town Council and managed by the Town Manager.

TOWN PROFILE

The Town of Severance is a Home Rule Municipality in Weld County, in the northern portion of the State of Colorado. The town is a small community with some commercial properties. The town is surrounded by agricultural land and dairy farms. The town population was 597 at the 2000 census, 3165 at the 2010 census, 7683 at the 2020 census and 9605 according to the 2021 census.

Town of Severance History

In 1894, David E. Severance applied for a post office for a community of approximately 50 families to be named Tailholt. There are several theories as to the origins of the name Tailholt, but the most widely accepted results was from James Whitcomb Riley's famous 1879 poem, *The Little Town O' Tailholt*. However, because David Severance's name was on the application for the post office, it was erroneously named Severance. Rather than filing again, the name stuck. Mail for Severance was carried to and from Eaton, then later from Windsor, by horse and buggy.

The Town of Severance was founded by Bruce Eaton, the son of Governor Benjamin Eaton, in 1906, and by 1920 the town had enough residents to incorporate in Weld County with 40 votes for and 0 against.

A promotion began in the early 1900s to persuade farmers to raise sugar beets so a sugar factory would be built in neighboring Windsor. The necessary acreage was pledged, and the Windsor factory was built in 1903, becoming the Great Western Sugar Company in 1905. Then Severance became a sugar beet receiving station and dump on the Great Western Railway, operating until 1985.

Geography

The Town of Severance is in the northern part of Colorado, just northwest of Greeley, at an elevation of 4,888 feet. The town has a total area of 3 square miles, of which, 3 square miles is land, and 0.1 square miles is water. The Town of Severance is located at 40°32'07"N 104°51'03"W

Climate

Town of Severance experiences four distinct seasons. High temperatures are generally around 85 °F (29 °C) in the summer and 42 °F (5 °C) in the winter, although there is significant variation. The hottest days generally occur in late July, and the coldest in January. Nighttime lows are near 57 °F (14 °C) in the summer and around 15 °F (-9 °C) in the winter. Record high temperatures of 103 °F (39 °C) have been recorded, as have record low temperatures of -41 °F (-40 °C). The first freeze typically occurs around September 17, and the last often occurs in mid-May. Extratropical cyclones, which disrupt the weather for the eastern two-thirds of the US often originate in or near Colorado, which means Severance does not experience many fully developed storm systems. Thunderstorms are frequent during summer afternoons. Severance typically experiences between 6 and 12 hail days per year and one of the highest concentrations of tornadic activity anywhere. The area where Colorado, Nebraska, and Wyoming meet receives the most hail of any location in the United States. Some days in the winter and spring can be warm and extremely dry, with [Chinook winds](#) often raising temperatures to near 70 °F (21 °C) in January and February and sometimes to near 90 °F (32 °C) in April. Severance's elevation and low year-round humidity means that nighttime low temperatures are practically never above 68 °F (20 °C), even in the very hottest part of the summer. The diurnal

temperature range is usually rather wide, with a 50-degree (Fahrenheit) difference between daytime high and nighttime low not uncommon, especially in the spring and fall months. Rapid fluctuation in temperature is also common – a sunny 80 °F (27 °C) October afternoon can easily give way to a 28 °F (-2 °C) blizzard within 12 hours.

Economy

The Town of Severance is primarily a bedroom community with a small amount of commercial. A large portion of the town is surrounded by agriculture.

Demographics

As of the census of 2021, there were 9605 people, 3800 households, and 3201 families residing in the Town of Severance. The population density was 1067.2 inhabitants per square mile (111.4/km²). There were 3800 housing units at an average density of 422.2 per square mile (38.6/km²).

There were 3800 households, of which 54.1% had children under 18 living with them, 79.0% were [married couples](#) living together, 5.46% had a single parent householder, and 11.8% were non-families and 17.6% had 65 years of age or older. The average household size was 2.98 and the average family size was 3.31.

In the town, the population was spread out, with 32.5% under the age of 18, 59.1% from 18 to 64, and 8.4% who were 65 years of age or older. The median age was 35 years. Females make up 47.4% of the population and males make up 52.6% of the population.

The median income for a household in the town was \$111,055, and the median income for a family was \$120,933. Males had a median income of \$68,952 versus \$51,981 for females. The [per capita income](#) for the town was \$43,090. About 0.7% of the population were below the [poverty line](#).

Government

The Town of Severance is a State of Colorado home rule Town within Weld County. The town may govern its own affairs within certain limits, but the authority to exercise powers is derived from the Colorado Revised State Statutes. The Severance Town Council consists of six members and a mayor. The mayor and members are elected for four-year terms. The mayor is an elected position. The mayor pro-tem is selected by the Council annually in January. All members of the Town Council are elected at large from within the town electorate as a whole.

Sectoring the Town of Severance

Due to the size and layout of the Town of Severance's critical infrastructure, the Town of Severance is one Sector in an emergency only involving the Town. In a County-wide event, the County as a whole is one Sector.

HAZARD VULNERABILITY ASSESSMENT

Through the county-wide hazard mitigation process, an assessment was conducted of potential hazards within the Town and County. The assessment details the frequency, vulnerability, exposure, and risk of potential hazards to the County and was completed in 2016 and updated in 2021 (scheduled for revision in 2026). The Weld County Multi-Hazard Mitigation Plan was developed to reduce and eliminate losses from natural and manmade hazard events and to better protect the people and property of the County from the effects of hazard events. The current All Hazard Mitigation Plan may be accessed by visiting [Hazard Mitigation – Weld County](#).

Hazard Profile

The Town of Severance is vulnerable to many hazards, all of which have the potential to disrupt the community, cause damage, and create mass casualties. The Hazard Vulnerability Assessment identified specific hazards for the Town based on the likelihood of occurrence, severity, and impact. The findings include the following hazards and their relative risk ranking:

HIGH RISK	MEDIUM RISK	LOW RISK
Drought	Lightning	Extreme Temperatures
Wildfire	Windstorms	Mass Causality Incident
Tornadoes	Hazardous Materials Incident	
Hail Storms	Imminent Threat	
	Public Health Emergencies	
	School Incidents (in addition to imminent Threats)	
	Severe Winter Storms	
	Flooding	

Vulnerability Assessment

The Town of Severance and Weld County Risk Assessment revealed a number of problem areas to be addressed in the mitigation strategy. These key findings are summarized in the following list.

Drought

- ✿ Multi-year droughts occur every 10 years on average in Weld County;
- ✿ Drought can affect both water quantity and quality;
- ✿ The agriculture-based economy is particularly vulnerable to drought;
- ✿ Drought increases the risk of other hazards, such as wildfires.

Extreme Temperatures

- ✿ Extreme cold is a concern for the town than extreme heat, though extreme heat can exacerbate drought and wildfire conditions;
- ✿ Extreme cold has caused issues with frozen or burst water pipes and crop losses.

Flood

- ✿ The latest recorded flood event in Weld County was in 2013;
- ✿ The most severe flood impacts could occur in neighboring Cities.

Hazardous Materials Release

- ⊗ Highways 14 through Severance is a hazardous materials route, which could present challenges with any release inside the Town;
- ⊗ Streams and reservoirs are also vulnerable to contamination.

Imminent Threat

- ⊗ Imminent Threat can be defined as “any conditions or practices in any place of employment which are such that a danger exists which could reasonably be expected to cause death or serious physical harm immediately or before the imminence of such danger can be eliminated through the enforcement.” Some examples would be acts of terrorism and active shooters;
- ⊗ Potential imminent threat targets in the Town of Severance include schools, water infrastructure, power infrastructure, and all government offices and facilities;
- ⊗ School shootings and threats have been especially concerning in the past few years. The Town of Severance’s Police Department has facilitated practical training with the Weld County Sheriff’s Office and school training on this matter.

Lightning

- ⊗ Damaging or fatal lightning events are rare in the Town of Severance;
- ⊗ Lightning can damage the power grid, information technology, and communications networks and interrupt water and sewer utility systems for the Town.

Mass Casualty Events

- ⊗ Traffic accidents involving multiple casualties are the primary concern;
- ⊗ Traffic accidents will most likely occur along Highway corridors 392, 257, and 14.
- ⊗ The County has produced tabletop and full-scale exercises on mass casualty scenarios to improve preparedness and response.

Multi-Hazard Event

- ⊗ Weld County has been included in past emergency declarations for drought, frost/freezing events, and high winds; the County has also been included in state declarations for flooding, severe storms, and wildfires;
- ⊗ Hazard events that cause road closures, such as floods, and winter storms, affect the economy and safety of Weld County by restricting access to visitors, workers, and goods and services.

Public Health Emergencies

- ⊗ West Nile Virus and pandemic flu are the main concerns for public health emergencies in the County;
- ⊗ There were a few cases of pandemic flu or West Nile Virus in the County in 2022.

Severe Winter Storm

- ⊗ There is a high vulnerability to severe winter weather along highways and county roads.
- ⊗ Vehicle accidents, power/utility disruptions, and isolation due to road closures are the primary concern related to severe winter storms.

Wildfire

- ✿ Critical roads are also vulnerable to wildfire.
- ✿ Severance may be subject to significant settling of smoke during a wildfire event.

Windstorm

- ✿ Past damages from windstorms have typically included blown-down trees and power poles and damage to roofs. Blown-down trees have fallen on structures and vehicles within the Town of Severance.

Critical Facility and Infrastructure

Critical infrastructure and facilities were identified for the Town as part of the Multi-Hazard Mitigation Plan planning process.

Critical Facilities

Critical Facilities are defined as facilities that provide a necessary service before, during, and after times of disaster. These generally include:

- ✿ Carrier-Neutral Locations (CNL) for Broadband
- ✿ Emergency Operations Centers
- ✿ Emergency Medical Service Facilities
- ✿ Fire Station
- ✿ Fuel Station
- ✿ Governmental Buildings
- ✿ Grocery Stores
- ✿ Law Enforcement Facilities
- ✿ Schools
- ✿ Churches
- ✿ Shelters/Evacuation Centers

Critical Infrastructure

Critical infrastructure is defined as assets that are essential to the functioning of a society and economy. These include:

- ✿ Communication Towers
- ✿ Dams, water treatment and distribution, water storage, water supply
- ✿ Electric power lines, sub-stations
- ✿ Fiber Optic
- ✿ Generators
- ✿ Internet
- ✿ Natural Gas Distributors
- ✿ Sewer collection lines and wastewater treatment plants
- ✿ Telephone facilities
- ✿ Transportation routes

MITIGATION CAPABILITIES

The Town of Severance has limited response and recovery capabilities due to town size, population, areas with limited access, and limited emergency responder personnel. Further limitations in these capabilities are determined through annual plan reviews and exercises. The following details mitigation capabilities within the town structure.

County Emergency Management Program

In the absence of a designated emergency manager for the Town of Severance, the County Emergency Manager assumes emergency management jurisdiction. The County's Emergency Management program addresses planning efforts for the four phases of emergency management: preparedness, mitigation, response, and recovery. The County Emergency Manager is under the direction of the Weld County Commissioners operationally and Weld County Administrator administratively.

The Emergency Manager's program provides a structure for anticipating and dealing with emergency incidents and recognizes that disasters recur through the four phases of emergency management: preparedness, mitigation, response, and recovery.

All Hazards Planning

Weld County Multi-Agency Coordination Group

The Town of Severance participates in the Weld County Multi-Agency Coordination Group. The Emergency Manager is responsible for establishing the Weld County Multi-Agency Coordination Group. This multi-jurisdictional, multi-disciplinary planning and coordination group is committed to developing and implementing all-hazards planning for preparedness, prevention, response, and recovery from emergencies and disasters. Participation is open to all local and county agencies, departments, special districts, and businesses within Weld County and surrounding areas.

Weld County Community Planning Group

The Town Manager is the Designated Emergency Response Authority (DERA) for the Town of Severance. The LEPC is a committee appointed by the State Emergency Response Commission (SERC), as required by the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA). It develops emergency plans for Local Emergency Planning Districts and collects material safety data sheet (MSDS) forms and chemical release reports. It also provides this information to the public. The LEPC is tasked with hazardous materials preparedness, response, and related training and sits in a policy advisory position for the county.

The Weld County Policy Group

The Weld County Policy Group consists of the county, municipal, and other jurisdictional policy makers within Weld County.

Evacuation and Warning Systems

Emergency Notification System

The town utilizes an emergency phone notification system to provide ‘general information’ based alerts as well as geographically specific emergency notifications to residents. These alerts can be sent to landline phones, cellular phones, and email addresses if the end-user has opted in for this service. Commuters and visitors to the county may also sign up for the system via a mobile application. Residents may self-register for emergency alerts on the Weld County website: <http://www.weld.gov/Government/Departments/Public-Safety-Communications/Emergency-Notifications>. The Town generally relies on the Weld County Communications Center and/or Emergency Manager to deliver these messages.

Local Broadcast Media

The Town also utilizes the Emergency Alert System to broadcast warnings over local radio stations and National Oceanic and Atmospheric Administration (NOAA) towers (where available). The authority to initialize this utility, and the message contained, lies with the Weld County Emergency Manager.

Social Media and Email

The town utilizes the Town website, Facebook, Instagram, and Vertical Response (an email listserv) to inform, warn and prepare the public. The town general preparedness information alerts and incident updates are ongoing for this platform:

<https://www.facebook.com/townofseverance/>

<https://www.instagram.com/townofseverance/>

<https://www.twitter.com/townofseverance/>

The authority to initialize this utility as a warning mechanism lies with an Incident Commander (IC), Severance Police Chief, Fire Chief, Emergency Manager, or the designated Town Public Information Officer (PIO) during an incident. To post preparedness information, contact the Town Manager or their designee.

Hazard and Critical Infrastructure Mapping

The County has a Geographic Information System (GIS) and Information Technology (IT) Department that can, upon request, provide mapping and database support. The Town of Severance has a third-party contractor that can be accessed and utilized upon request.

CONCEPT OF OPERATIONS

This document is based on lessons learned and best practices from previous events concerning command and coordination. This includes the immediate event and any effects on the surrounding area or communities. Each incident is unique and requires different prevention and response measures. Therefore, by adhering to the guidelines of NIMS and the National Response Framework (NRF), the town stands ready to meet these challenges.

Every town department or office may be required to respond to an emergency. If a department does not have a specific response role in a given emergency, that department may still be relied upon to support responding departments. The Town Manager is responsible for directing and controlling town resources during an emergency that is either confined to the municipal capability or has reached beyond the capabilities of a local jurisdiction.

Upon request, the Town's Emergency Operations Center (EOC) Manager or designee will activate and manage the Town of Severance's EOC. The EOC is the facility from which emergency response activities can be directed, coordinated and/or supported. The EOC structure is scalable based on the magnitude of the situation. If a disaster exceeds Town resources, assistance will be requested from the private sector, county agencies, regional agencies, the State of Colorado, and federal agencies, if required.

Incident Management Priorities

The Town of Severance's priorities for incident management are as follows:

- ✿ Save lives and protect the health and safety of the public, responders, and recovery workers;
- ✿ Protect and restore critical infrastructure;
- ✿ When appropriate, conduct law enforcement investigations to resolve the incident, apprehend the perpetrators, and collect and preserve evidence for prosecution;
- ✿ Protect property and mitigate damages and impacts to individuals, communities, and the environment;
- ✿ Facilitate recovery for individuals, families, businesses, government, and the environment;
- ✿ Sound management of costs and expenses incurred for any incident.

The Town of Severance has resources and expertise available to assist with incident-related problems. The town may modify normal operations and redirect resources to save lives, relieve human suffering, sustain survivors, protect property and assist in re-establishing essential services. Lifesaving and life-protecting response activities have precedence over other emergency response activities.

Private, faith-based, and volunteer organizations (i.e., American Red Cross, Salvation Army, Colorado Volunteer Organizations Active in Disasters) will provide basic necessities and life-sustaining relief, which is not normally available from government resources to individuals and families. Local and State governmental agencies will assist these organizations by providing information, guidance, and coordination of the relief efforts.

The Mayor, with the consultation of the Town Council, if possible, may declare a disaster or emergency. If the Mayor is unavailable, the Mayor Pro Tem may sign a disaster or emergency declaration. If the Mayor and the Mayor Pro Tem are unavailable, any town council member may sign a disaster or emergency declaration. The decision to make a declaration may be based upon emergency needs created by the incident and/or damage assessment findings indicating the damages are of sufficient

severity and magnitude to warrant assistance from the state. This authority is granted to a town, through a county, by the Colorado Disaster Act. Once the state receives a local emergency/disaster declaration, the state then may make a declaration under the Stafford Act to the President, who may grant a major disaster declaration. This, in turn, may make specific federal support programs available for a defined period. After the Town declaration is made, it must be ratified within seven (7) days by the full Town Council. The declaration must be renewed every seven (7) days and should be left in place while emergency response measures are conducted. Local declarations should be discontinued or allowed to expire at the point emergency response work is completed. State or federal declarations may be left in place during recovery activities.

The Police Chief, the local Fire Chief, and/or the Town Manager may directly call upon any Town Department available to assist in any emergency response. The Police Chief may call upon resources under their control to include any agency or entity under agreement with their agency and any mutual aid agency requested by the Police Chief or Local Fire Chief. The Police Chief may call upon the Sheriff to utilize resources under the control of the Sheriff to include the Search and Rescue Team, any agency or entity under agreement with the Sheriff, and any mutual aid agency requested by the Sheriff.

Local Coordination

The Town of Severance is responsible for large-scale emergency response operations/coordination within the Town. Each of the Municipality and County Governments within Weld County should establish both a Chain of Command and Continuity of Operations (COOP) sections for their respective functions as part of their Municipal/County Emergency Operations Plans.

All local governments and special districts within the Town of Severance are responsible for coordinating with one another and providing mutual aid within their capabilities, usually according to the established written Mutual Aid Agreements. If necessary, normal working operations may be suspended or redirected during an incident in order to support emergency response and control throughout the Town.

Based on the assessment of emergency conditions by the designated Incident Commander(s), the Town Council (and/or County leadership) will be notified and advised of the situation and the need to report to the Town or County EOC.

Policy Group

Designated Policy Group members with responsibility over an incident will be assembled as needed to evaluate policy level decisions on how best to manage the incident to best serve the Town, approval of incident expenditures, and for the formal declaration of a disaster. The Policy Group consists of the Severance Town Council, designated leadership of the Town, the special district, the Town Manager, the Police Chief, the Fire Chief or his/her designee, and other officials as needed. This group may be asked to collaborate with Weld County.

The group may be called upon to discuss the formal declaration of local or town emergencies or disasters, discuss and or approval and commitment of Town resources and funds for disaster or emergency purposes, discuss delegations of authority and/or fund expenditure, cost share agreements between involved jurisdiction, formulation of directives to municipal departments and personnel regarding changes in normal duties/work schedules and discussion of Continuity of Operation Plans. Other possible decisions involving the issuance of official orders regarding population protection or temporary social restrictions, such as evacuation orders, establishment of curfews, and enactment of price controls, may need to be discussed and coordinated by this group.

STAGES OF EMERGENCY MANAGEMENT

Emergency operations involve much more than merely responding to an incident when it occurs. Regardless of the type of hazard, there are four stages in the emergency management process: mitigation, preparedness, response, and recovery.

Mitigation

FEMA.gov defines mitigation as:

Mitigation is the effort to reduce loss of life and property by lessening the impact of disasters. In order for mitigation to be effective, we need to take action now—before the next disaster—to reduce human and financial consequences later (analyzing risk, reducing risk, and insuring against risk). It is important to know that disasters can happen at any time and any place; if we are not prepared, the consequences can be fatal.

Effective mitigation requires that we all understand local risks, address the hard choices, and invest in long-term community well-being. Without mitigation actions, we jeopardize our safety, financial security, and self-reliance.

- ✿ Disasters can happen at any time and any place; their human and financial consequences are hard to predict.
- ✿ The number of disasters each year is increasing, but only 50% of events trigger Federal assistance.
- ✿ FEMA's mitigation programs help reduce the impact of events—and our dependence on taxpayers and the Treasury for disaster relief.

FEMA's Federal Insurance and Mitigation Administration (FIMA) manages the National Flood Insurance Program (NFIP) and implements a variety of programs authorized by Congress to reduce losses that may result from natural disasters. Effective mitigation efforts can break the cycle of disaster damage, reconstruction, and repeated damage. FEMA's mitigation and insurance efforts are organized into three primary activities that help states, tribes, territories, and localities achieve the highest level of mitigation: Risk Analysis, Risk Reduction, and Risk Insurance. Through these activities and FEMA's day-to-day work across the country, communities are able to make better mitigation decisions before, during, and after disasters.

Effective mitigation requires that we all understand local risks, address the hard choices, and invest in long-term community well-being. We jeopardize our safety, financial security, and self-reliance without mitigation actions.

Mitigation involves the actions taken before an incident that reduce the chance of occurrence or the effects of a disaster. This stage includes flood plain management, public education campaigns, building and fire codes, defensible space programs for residential buildings, and preventative health care.

Prevention

Prevention means actions taken to avoid an incident or to intervene to stop an incident from occurring. Prevention involves steps to protect lives and property. It applies “Prevention” Activities to avoid an incident or prevent an emergency. Explanatory Material: Activities, tasks, programs, and systems intended to protect lives and property. Involves applying intelligence and other information to a range of activities that may include such countermeasures as:

- ✿ Deterrence operations
- ✿ Heightened inspections
- ✿ Improved surveillance
- ✿ Disease prevention among people, domestic animals, and wildlife.

Examples of prevention activities include:

- ✿ Collect, analyze and apply intelligence and other information
- ✿ Conduct investigations to determine the full nature and source of the threat and to implement countermeasures such as inspections, surveillance, security, and infrastructure protection
- ✿ Conduct tactical operations to interdict, preempt, or disrupt illegal activity; and to apprehend and prosecute the perpetrators
- ✿ Conduct public health surveillance and testing procedures, immunizations, and isolation or quarantine of individuals for biological and agricultural threats
- ✿ Deter, detect, deny access or entry, defeat, and take decisive action to eliminate threats
- ✿ Conduct code enforcement, inspections, and behavior modification to reduce risk
- ✿ Analyze threats created by natural hazards and develop action plans to reduce the threat to citizens and property

Preparedness

Preparedness involves the planning necessary to ensure that the effects of a disaster or an emergency will be minimized and to assist local jurisdictions in developing appropriate response capabilities needed in the event of an emergency. To respond properly, a jurisdiction must have a plan for response, trained personnel to respond, and necessary resources with which to respond. Emphasis is on emergency planning, training, exercises, and public awareness information sharing and programs.

Examples of preparedness activities include:

- ✿ Development of plans and procedures, training and exercising
- ✿ Pre-establishment of incident command posts, mobilization centers, staging areas, and other facilities
- ✿ Evacuation and protective sheltering
- ✿ Implementation of structural and non-structural mitigation measures
- ✿ Private sector implementation of business and continuity of operations plans
- ✿ Provision of mitigation activities which are a critical foundation across the incident management spectrum from prevention through response and recovery. Examples of key mitigation activities include the following:
 - Ongoing public education and outreach activities designed to modify behavior to reduce loss of life and destruction of property
 - Structural retrofitting to deter or lessen the impact of incidents and reduce loss of life, destruction of property, and impacts on the environment
 - Code enforcement through such activities as zoning regulation, land management, and building and fire code inspection
 - Flood insurance and the buy-out of properties subjected to frequent flooding

Response

The response stage covers the period during and immediately following a disaster. During this phase, jurisdictions provide emergency assistance to victims of the event and try to reduce the likelihood of further damage. The primary responders are the local fire district, law enforcement agencies, search and rescue, emergency medical service (EMS) units, and Public Works crews. Response activities can be categorized into Initial or Extended Response.

Initial Response Activity

The initial response activities are primarily performed at the field response level. Emphasis is placed on minimizing the effects of an emergency or disaster. Examples of initial response activities include:

1. Establishing Incident/Unified Command
2. Developing and implementing incident Action Plans, as needed
3. Documenting/Discussion of situation status
4. Assessing the need for mutual aid assistance
5. Coordinating with state and federal agencies.
6. Staging of Resources
7. Check-in of Resources
8. A system to track resources on-scene
9. Briefing Town management and other key officials and/or employees on the situation
10. Dissemination of warnings, emergency public information, and instructions to citizens
11. Conducting evacuations and/or rescue operations
12. Restricting and/or redirecting the movement of traffic/people
13. Caring for displaced persons and treating the injured
14. Conducting initial damage assessments and surveys

Extended Response Activity

Extended response activities are primarily conducted in the field and at the Emergency Operations Center (EOC). Extended emergency operations primarily involve the coordination and management of personnel and resources to mitigate an emergency and facilitate the transition to recovery operations. Examples of extended response activities include:

1. Preparing detailed damage assessments
2. Preparing public information
3. Operating mass care facilities
4. Conducting coroner operations
5. Procuring required resources to sustain operations
6. Continue documenting the situation status
7. Protecting, controlling, and allocating resources
8. Restoring vital utility services
9. Documenting expenditures
10. Developing and implementing Action Plans for extended operations
11. Dissemination of emergency public information
12. Declaring a local emergency

13. Requesting a gubernatorial and federal declaration, if required
14. Allocate Resources
15. Inter/multi-agency coordination

Recovery

Recovery is both short and long-term and continues until all systems return to normal or near-normal operation. Short-term recovery restores vital life-support systems to minimum operating standards. Long-term recovery may go on for months—even years—until the entire disaster area returns to its previous condition or undergoes improvement with new features that are less disaster-prone. This will involve damage assessments, plan revisions, and actions initiated to mitigate future emergencies or disasters by reducing or eliminating their probability of recurring, among other things. Examples of recovery activities include:

1. Restoring utilities
2. Applying for state and federal assistance programs
3. Providing public assistance information for disaster assistance
4. Conducting hazard mitigation analyses
5. Identifying residual hazards
6. Determining and recovering costs associated with response and recovery

Damage Assessment

Under federal disaster assistance programs, documentation must be obtained regarding damage sustained to:

1. Roads, bridges, and culverts
2. Water control facilities
3. Public buildings and related equipment
4. Public Utilities
5. Facilities
6. All recreational and park facilities
7. Educational institutions

EMERGENCY PURCHASING

During a declared disaster or emergency, emergency purchases, which by their nature or circumstances do not lend themselves to a competitive selection process, are exempt from the Town's competitive bid selection process. This will be outlined in the Town of Severance Disaster Policies Annex, which is not yet completed. However, emergency procurement must be at least as stringent as the state and, in turn, federal policies to remain eligible for reimbursements, which will be outlined in the Town of Severance Finance and Logistics Annex, which is not yet completed.

NIMS AND ICS

The National Incident Management System (NIMS) is a comprehensive system that is designed to improve local response operations through the use of the Incident Command System (ICS) and the application of standardized procedures and preparedness measures. ICS is the combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure, with command responsibility for the management of resources to effectively accomplish identified incident objectives.

While most incidents are handled daily by a single jurisdiction at the local level, there are significant instances in which successful domestic incident management operations depend on the involvement of multiple jurisdictions, functional agencies, and specific emergency responder disciplines. These instances require effective and efficient coordination across this broad spectrum of organizations and activities.

NIMS is the adopted organizational structure for both planning and managing emergency response and recovery operations in the Town of Severance. Employees' NIMS required training:

ICS Field Operations Training Needs

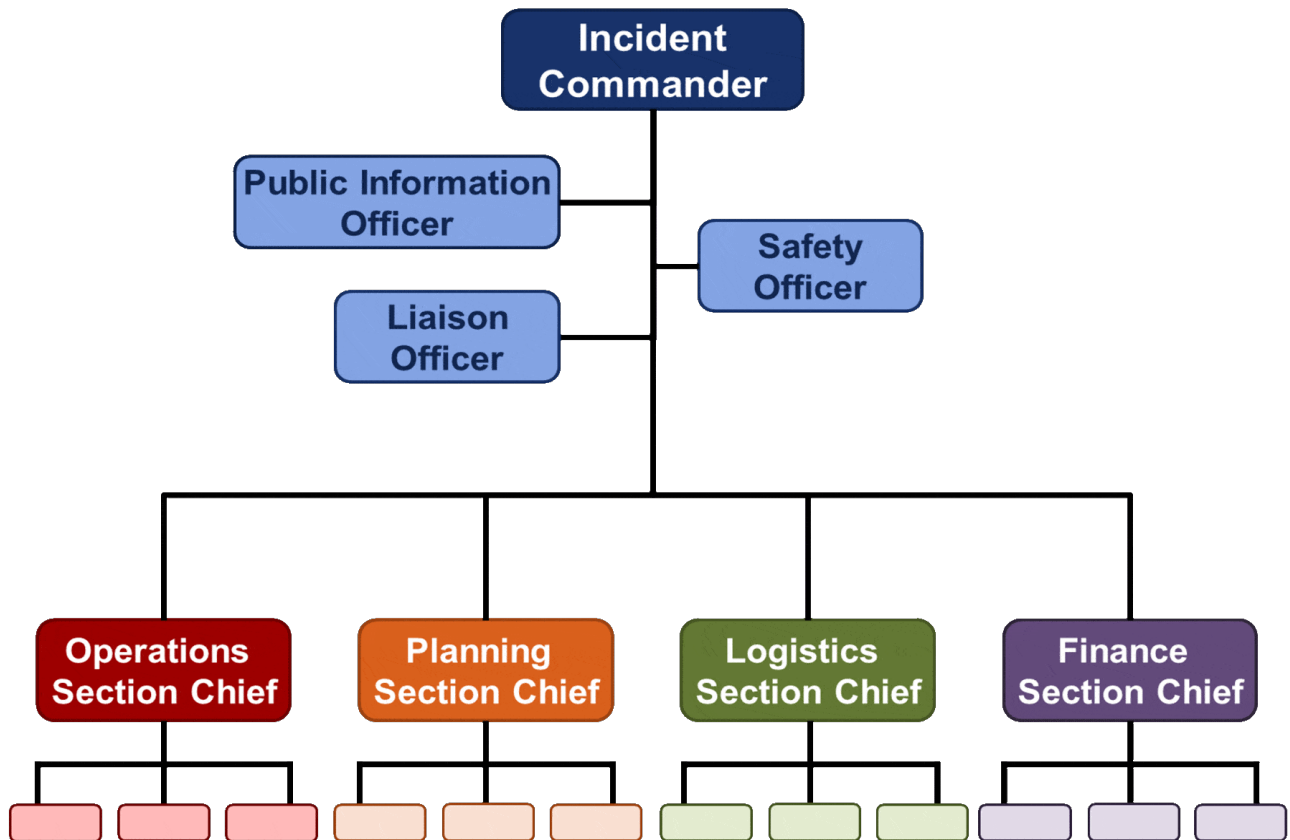
Incident Type(s)	Core Courses	Additional Courses
1,2	- ICS-100 - ICS-200 - ICS-300 - ICS-400 - IS-700 - IS-800 - G-191 (ICS/EOC Interface)	- Position-specific ICS courses (based on individual assignment or expected assignment) - E/L-947 Emergency Operations Center (EOC) – Incident Management Team (IMT) Interface Course - Training based on jurisdiction risk and/or specific interest (see Appendix A for sources of Federal Training)
3	- ICS-100 - ICS-200 - ICS-300 - ICS-400 - IS-700 - IS-800	- Position-specific ICS courses (based on individual assignment or expected assignment) - G-191 - E/L-947 - Training based on jurisdiction risk and/or specific interest (see Appendix A for sources of Federal training)
4	- ICS-100 - ICS-200 - IS-700	- Position-specific ICS courses (based on individual assignment or expected assignment) - Training based on jurisdiction risk and/or specific interest (see Appendix A for sources of Federal training)
5	- ICS-100 - IS-700	- Position-specific ICS courses (based on individual assignment or expected assignment) - Training based on jurisdiction risk and/or specific interest (see Appendix A for sources of Federal training)

Source: National Incident Management System: Training Program September 2011 by: U.S, Department of Homeland Security

In more significant incidents, the ICS structure may be extended and supported by activating the Town of Severance's and/or Weld County's Emergency Operations Center (EOC). The EOC will be staffed to serve as the coordination point for supplemental resources, intergovernmental assistance, as well as some long-term planning and recovery activities. ICS principles are nationally accepted for addressing all types of hazards and for integrating multiple agencies, jurisdictions, and disciplines into a coordinated relief effort.

For the purposes of this plan, it is assumed and expected that all town personnel, emergency response agencies, and support organizations in the Town of Severance have completed the required NIMS courses. It is further assumed and expected that the various levels of management in each agency and organization have completed the ICS training appropriate to their respective rank or function. The Town of Severance has and will continue to support NIMS compliance programs by assisting agencies in acquiring appropriate NIMS training and exercise/training evaluations. Weld County Emergency Management can assist with training upon request.

Below is a basic ICS chart in which its positions should be followed during incidents in the Town of Severance. This chart can expand to meet the changing size and complexity of an incident as needed:



EMERGENCY SUPPORT FUNCTIONS

The following is a summary of the Emergency Support Functions (ESF) identified in the National Incident Management System and utilized by the State Division of Homeland Security and Emergency Management. Below is a chart of ESF lead, ESF support, and ESF titles (Support agencies and departments are not all-inclusive):

TOWN OF SEVERANCE EMERGENCY SUPPORT FUNCTION MATRIX															
Department or Agency: 1. This chart shows the responsibilities of Town of Severance Agencies or Department in a Town of Severance Emergency or Disaster 1. Responsibilities can be delegated 2. Many Department hold multiple ESF responsibilities due to the size and lack of resources in the Town of Severance	ESF #1 – Transportation	ESF #2 – Communications and Alerting	ESF #3 – Public Works and Engineering	ESF #4 – Firefighting	ESF #5 – Emergency Management	ESF #6 – Mass Care, Emergency Assistance, Housing, and Human Services	ESF #7 – Logistics Management and Resource Support	ESF #8 – Public Health and Medical Services	ESF #9 – Search and Rescue	ESF #10 – Oil and Hazardous Materials Response	ESF #11 – Agriculture and Natural Resources	ESF #12 – Energy	ESF #13 – Public Safety and Security	ESF #14 – Long-Term Community Recovery	ESF #15 – External Affairs and Public Information
Town Council	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Town Manager/Deputy Town Manager (Also PIO)	S	S	S	S	S	L	S	L	S	S	L	S	S	S	L
Administrative Staff, Town Clerk and Finance Director	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Town Attorney	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Building Inspector/Code Enforcement	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Community Development Coordinator or Town Planner	S	S	S	S	S	S	S	S	S	S	S	S	S	L	S
Police Chief	S	L	S	L	L	S	L	S	L	L	S	S	L	S	S
Public Works Director	L		L		S	S	S	S	S			L	S	S	
Non-Town Department/Agencies Upon Request of Town Leads															
Amateur Radio Emergency Services (ARES)	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Colorado Department Agriculture											L			S	
Weld County Assessor	S				S						S			L	
Weld County Coroner					S	S	S	S	S				S	S	
Weld County Emergency Management	S	L	S	S	L	S	L	S	S	S	S	S	S	S	S
Windsor/ Severance Fire Department	S	S	S	L	S		S	S	S	L			S	S	S
Emergency Medical Services (EMS)	S	S		S	S	S	S	S	S	S			S	S	
Weld County Regional Dispatch	S	L	S	S	S				S	S			S		
UCHealth Greeley Hospital						S		S							
Other Law Enforcement Agencies		S			S								L		
Churches	S	S			S	S	S							S	
Weld County Public Health					S	S	S	L	S	S	L		S	S	S
Weld County School Districts (Weld RE4)	S					S	S							S	S
Weld County Social Services					S	L	S	S						S	
Public Utilities							S					S		S	
Private Business Sector	S				S	S	S				S	S	S	S	
Weld County Humane Society						S									
State and Federal Agencies	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Weld County/CSP Hazardous Response Team				S	S					L					
L= ESF LEAD DEPARTMENT/AGENCY	S= SUPPORTING DEPARTMENT/AGENCY														

ESF #1 – Transportation

Support and assist municipal, county, private sector, and voluntary organizations requiring transportation for an actual or potential Incident of Critical Significance. This group ensures all roads and conduits into and out of an affected area remain open and that the traffic allowed into those areas is coordinated in a manner that prevents bottlenecks and gridlock, which would prevent needed emergency assistance from reaching those areas that need it.

ESF #2 – Communications and Alerting

Ensures the provision of communications and alerting support to municipal, County, and private-sector response efforts during a large-scale incident. ESF #2 is responsible for the issuance of warning information regarding impending hazards, as well as the maintenance of warning networks that the Town might use in an emergency.

ESF #3 – Public Works and Engineering

Coordinates and organizes the capabilities and resources of the municipal and county governments to protect critical roadway and building infrastructure, provide technical assistance, engineering expertise, construction management, debris removal, and other support to prevent, prepare for, respond to, and/or recover from a large-scale incident.

ESF #4 – Firefighting

Enable the detection and suppression of wildland and urban fires resulting from large-scale incidents.

ESF #5 – Emergency Management

Responsible for supporting overall activities of the Town Government for Town incident management as well as assisting overall municipal activities as requested, including disaster intelligence, providing situational awareness, public information, and damage assessment.

ESF #6 – Mass Care, Emergency Assistance, Housing, and Human Services

Supports Countywide, municipal and non-governmental organization efforts to address non-medical mass care, housing, and human services needs of individuals and/or families impacted by a large-scale incident.

ESF #7 – Logistics Management and Resource Support

Supports volunteer services, County agencies, and municipal governments tracking, providing, and/or requiring resource support before, during, and after large-scale incidents. This group is responsible for the acquisition of all types of resources that are identified following a disaster.

ESF #8 – Public Health and Medical Services

Provide the mechanism for coordinated Town assistance to supplement municipal resources in response to public health and medical care needs (to include veterinary and/or animal health issues when appropriate) for potential or actual large-scale incidents and/or during a developing potential health and medical situation.

ESF #9 – Search and Rescue

This group coordinates local search and rescue operations.

ESF #10 – Oil and Hazardous Materials Response

Coordinate Town support in response to an actual or potential discharge and/or uncontrolled release of oil or hazardous materials incidents

ESF #11 – Agriculture and Natural Resources

Supports Town and authorities and other agency efforts to address: control and eradication of an outbreak of a highly contagious or economically devastating animal/zoonotic disease; assurance of food safety and food security and; protection of natural and cultural resources and historic properties.

ESF #12 – Energy

This group is concerned with restoring the utility (electrical and gas) infrastructure following a disaster and providing temporary emergency power capabilities to critical facilities until such time as a permanent restoration is accomplished.

ESF #13 – Public Safety and Security

Integrates Town public safety and security capabilities and resources to support the full range of incident management activities associated with potential or actual incidents of large-scale traffic control, security control, evacuation, and prisoner management are examples.

ESF #14 – Long-Term Community Recovery

Provides a framework for Town Government support to municipal governments, nongovernmental organizations, and the private sector designed to enable community recovery from the long-term consequences of a large-scale incident. This group is responsible for managing the influx of donated goods into the Town following a disaster and provides the interface with the state/federal National Donations Management System. In addition, this group coordinates the use of persons and organizations who volunteer their services following a disaster.

ESF #15 – External Affairs and Public Information

Ensures that sufficient Town assets are deployed to the field during a potential or actual large-scale incident to provide accurate, coordinated, and timely information to affected audiences, including governments, media, the private sector, and the public. This group is the mechanism through which state and local government provides disaster relief assistance to victims in the affected area(s), including the Individual and Family Grant program, the Small Business Administration's loan programs, the administration of unemployment compensation, and various other disaster relief programs available for both Presidentially declared and non-Presidentially declared disasters.

TOWN OF SEVERANCE EMERGENCY OPERATIONS CENTER (EOC)

The Town of Severance Emergency Operations Center (EOC) is located at the Severance Town Hall, 3 S. Timber Ridge Parkway, Severance, CO 80550. The purpose of the EOC is to bring together all ESF and essential functions during a prolonged disaster or emergency to a location cohesive to interoperability and communication to promote better documentation, collaboration, and resource mobilization for supporting the incident in the field. The EOC is a location designed to support the incident in the field by providing key personnel, Policy Group, Finance, GIS, ESF's and other stakeholders and partners a location to support the Incident Commands mission. The Town of Severance EOC will be managed by the designated Emergency Operations Center Manager and will be kept in a state of readiness in preparation for activation. Upon activation of the EOC, all resource requests to support the incident or related needs are to be filled through the EOC Manager or designee and recorded, documented, and approved by the financial stakeholder before a request is fulfilled.

The Emergency Operations Center can be activated at any level based on several factors:

- ✿ Size or expansion of incident
- ✿ Multiple jurisdiction response or multiple Mutual Aid requests.
- ✿ Request of support for statewide or neighboring incident.
- ✿ Incident of increasing complexity.
- ✿ Threat or hazard risk to lives or property.

The Emergency Operations Center can be activated at the request of:

- ✿ Incident Commander (IC) of any incident
- ✿ Town Manager
- ✿ Emergency Manager
- ✿ Police Chief

The Emergency Operations Center can be activated at several levels. Not all activations require the response from every ESF or function of the EOC:

EOC Activation Level	Activation Scope	Activation Example
Level 1	Full activation of the EOC. All ICS EOC support positions and ESFs report to the EOC.	Major natural or manmade event - All departments assisting in response. Citizens in need of assistance and/or sheltering. Recovery may be long term.
Level 2	Partial activation of the EOC, only requested ICS EOC support positions and ESFs report to the EOC.	For short-term operations involving limited agencies, such as Public Works, Fire and Police.
Level 3	Emergency Management staff and ICS EOC support positions as needed, monitoring potential hazard development when there is advance notice and/or a planned event.	Center is open; gaining situational awareness and monitoring the event(s). Conference calls may be occurring with Emergency Management and/or other Town agencies.
Level 4	Activation is virtual	Gaining situational awareness and monitoring the event(s).

Personnel and Staffing

Upon activation of the EOC, and depending on the incident type, the appropriate representatives with oversight of the incident should staff the EOC. In some situations, access to the EOC may be limited in order to maintain functional effectiveness. The EOC may sometimes serve as the Incident and/or Command Post. The following are the staffing patterns for the EOC, which is subject to change for IC needs:

Level 4 Activation Staffing

- ✿ No staff on-site at EOC; Emergency Management monitoring virtually

Level 3 Activation Staffing

- ✿ Emergency Management
- ✿ Law Enforcement Representative(s)

Level 2 Activation Staffing

- ✿ Emergency Management (ESF 5)
- ✿ Logistics Section Chief (ESF 7)
- ✿ Public Information Officer (ESF 15)
- ✿ Operations Section Chief/Law Enforcement Representative(s) (ESF 13)
- ✿ Fire Operations Liaison (as needed) (ESF 4)
- ✿ Medical Operations Liaison (as needed) (ESF 8)

Level 1 Activation Staffing

- ✿ Emergency Management/ Planning Section Chief (ESF 5)
- ✿ Logistics Section Chief (ESF 7)
- ✿ Operations Section Chief/Law Enforcement Representative(s) (ESF 13)
- ✿ Communications (ESF 2)
- ✿ Fire Operations Liaison (ESF 4)
- ✿ EMS Operations Liaison (ESF 8)
- ✿ Public Information Officer (ESF 15)
- ✿ Public Health (ESF 8)
- ✿ Mass Care (Red Cross and /or Social Services) (ESF 6)
- ✿ Public Works (County and State if applicable) (ESF 1)
- ✿ Financial Officer, Documentation (ESF 14)
- ✿ IT/GIS (ESF 2)
- ✿ EOC Deputy Manager (ESF 5)
- ✿ Appointed Officials (ESF 15)
- ✿ State and Federal officials (as required by statute or incident type) (ESF 15)
- ✿ Other considerations for EOC staffing representatives:
 - Subject matter experts and/or private sector representatives;
 - Field Staff/Runner(s), whose primary purpose is to physically take pertinent information to different locations (i.e., field ICPs). This may be necessary due to congestion/technical problems on phones, radios, and/or sensitive information.

In most cases, the Unified Command Structure will be utilized for incidents within the Town of Severance. The command structure and communication plan are to be broadcast to all responding agencies as soon as possible after an event has started. The command structure may change during the event, as conditions warrant, with the change being broadcast to all involved agencies.

DISASTER OR EMERGENCY DECLARATION

Initial Emergency Response

The Severance Town Council authorizes the Police Chief, Fire Chief, Town Manager, or their designees to act as needed in the pre-disaster declaration time frame until the Town Council can make an official emergency declaration.

The emergency authority of the Police Chief, Fire Chief, Town Manager, or their designees consists of ordering and mobilizing resources and requesting mutual aid and spending to respond to an emergency or disaster. The Police Chief, Town Manager, or their designees will, as soon as practical, make full notification to the Town Council of such actions taken during the pre-disaster declaration period. All disasters in the town will be managed under the National Incident Management System and the Incident Command System.

Reason for Disaster Declaration

- ✿ To gain access to TABOR emergency reserves
- ✿ To qualify for certain types of federal and state disaster assistance
- ✿ To activate local and inter-jurisdictional emergency plans and mutual assistance agreements
- ✿ To support the enactment of temporary emergency restrictions or controls (e.g., curfews, price controls, etc.)

Declaration Process

Steps in the Declaration Process

1. Local government entities respond to an incident and conduct an Initial Damage Assessment
2. Implementation of Town EOP and activation of local resources
3. Resolution by Affected Local Governments Declaring a Disaster
4. Notify the County Emergency Manager of the declaration
5. Request for State Assistance
6. Implementation of State EOP and activation of State Resources
7. Situation Reports from State to FEMA Region VIII
8. Joint (Federal-State-Local) Preliminary Damage Assessment (PDA)
9. Governor's Request for a Presidential Disaster Declaration
10. FEMA Region VIII Review and Recommendation
11. Decision by President whether or not to authorize Stafford Act Assistance

Authority to Declare a Disaster

The following individuals or their designees have the authority to declare a Town emergency as will be outlined in the Town of Severance Disaster Policies, which will be completed at a later date. Because of the nature and unpredictability of some disasters, the need for a quorum of the board may not be possible; as a result, any of the parties below can declare a disaster.

- Mayor, in consultation with the Town Council

- Mayor Pro Tem in the absence of the Mayor, in consultation with the rest of the Town Council
- Another Town Council member, if the Mayor and Mayor Pro Tem is not available, in consultation with the rest of the Town Council

That declaration shall not be continued or renewed for over seven days except by or with the consent of the Town Council. In all events, the Town Council shall make all reasonable efforts to meet a quorum of the Council within 48 hours of the initial declaration of emergency.

After twenty-four hours have elapsed from the initial declaration of emergency, the succession of authority to act for the Council is the same as above. The Mayor, Mayor Pro Tem (or any Council Member if Mayor or Mayor Pro Tem is unavailable) can act pending a meeting of the Town Council.

Any order or proclamation declaring, continuing, or terminating a town emergency or disaster shall be filed promptly with the County Emergency Manager, who shall file promptly with the State of Colorado Office of Emergency Management.

ESSENTIAL SERVICES

The Town of Severance government will continue to provide essential services to protect public health, safety, and welfare during an emergency or disaster event.

During a declared emergency or disaster event, the Mayor, or the Mayor Pro Tem in the absence of the Mayor, or any Council Member in the absence of the Mayor and Mayor Pro Tem has emergency authority to act on behalf of the Town Council.

Responsibility Overview

It is important to remember that ALL responsibilities are just that. A listed responsibility does not mean that the Department Head, Appointed Officials, or Elected Official has to physically do the task. They are just tasked to make sure the task gets done.

The key to all emergency tasks in any small region with limited resources is to ask for help and delegate!

However, when thinking about the delegation process, it is crucial to remember the planning assumption:

“Incidents begin at the County or local government level (this includes special districts) and will remain the responsibility of the local government throughout the incident and through the recovery phase. Generally, local jurisdictions (up through the county) should not plan on the arrival of significant State resources ordered until 36 hours after the incident. Federal resources may not arrive until 48-72 hours after the incident.”

The Town of Severance is responsible for the tasks until help is asked for and then arrives, and help will not start mobilizing until requested.

ESF Leads are the leader of an entire group of agencies/departments.

Though there are a lot of tasks for an ESF Group, “The Lead” just needs to make sure it is delegated to the appropriate agencies/department and that it gets done. “The Lead” does not necessarily have to perform the task on their own.

Department Heads, Appointed Officials, and Elected Officials’ Responsibilities

General Responsibilities

As members of the Town Emergency Operations Plan (EOP), all town employees are designated as disaster service workers during a declared emergency or disaster and may be required to perform certain emergency services at the direction of their supervisor.

All Town Department Heads, Appointed Officials and Elected Officials will be notified regarding emergency or disaster event issues that might impact their area of responsibility. Each department head and elected official shall work within the framework of this plan and supporting annexes and have the following general responsibilities:

- ✿ Be prepared to respond adequately to all emergency or disaster events;
- ✿ Ensure that employees within their department have their FEMA recommended training;

- ✿ Consider potential emergency or disaster events as related to his or her regular functions, particularly those functions essential in times of emergency or disaster;
- ✿ Design preparedness measures to permit a rapid and effective transition period following the initial indication of a potential emergency or disaster event;
- ✿ Protect property, mitigate damages and facilitate recovery for individuals, communities, businesses, governments, and the environment;
- ✿ Designate a member to represent their department during EOC activation and needed EOC support trainings. Designees must have the ability to direct Department resources, have departmental decision-making abilities and authority to allocate department funds as needed to support the incident;
- ✿ **Any Town employee may be required to respond outside of regular work hours.**

Essential Function Responsibilities

All Town Department Heads, Appointed Officials, and Elected Officials shall ensure the 'continuity of essential functions within their departments', also known as a COOP Plan, in any emergency or disaster event by providing for:

- ✿ Succession Planning of their office and keeping on file an Emergency Delegation of Authority in accordance with applicable law;
- ✿ Safekeeping of essential resources, facilities and records;
- ✿ Establishment of emergency operating capabilities;
- ✿ Plan for the use of essential emergency resources as well as alternative resources that may be used to meet essential demands during and following an emergency or disaster event;
- ✿ Participate in activities to continually assess the importance of various facilities and resources to essential community needs; integrate preparedness and response strategies and procedures as needed.

INFORMATION COLLECTION, ANALYSIS AND DISSEMINATION

During an emergency, a well-defined, operational information collection capability is essential. Information collection provides situational awareness to leadership and promotes informed decision making. Accordingly, the Town will develop a process to collect, analyze, and disseminate information during an emergency to both internal and external response partners as well as the public.

Information Collection

Information will be collected from a variety of sources. Per ICS, the Planning Section at each operational location will be charged with collecting information. The following lists a few examples of potential sources of operational information:

- On-scene responders
- ICS 214- Activity Logs
- Town or County departments
- Public agencies and non-governmental organization partners
- Television, radio, and print media
- Social media
- Victims of the emergency or the general public
- Subject matter experts

Analyze Information

After information has been collected, it must be analyzed to determine its operational relevance. Emergency management personnel (or Planning Section personnel, if the EOC is activated) will analyze information that is received and prepare intelligence reports for leadership.

Media Monitoring and Rumor Control

The potential for disseminating false or misleading information is high during an emergency. This can lead to operational difficulties for responders and confusion among the public. Misleading information can come from several sources, including television, radio, print, and especially social media. Accordingly, the Town will establish a media monitoring and rumor control element in its Joint Information Center (JIC) (if activated) or EOC.

Media monitoring will be conducted in close coordination with the Town's public information partners such as the City of Weld, County or Weld or Regional Partners.

Dissemination

Message dissemination is categorized into internal messaging and public messaging. Internal messaging refers to messages crafted for responders and partners, while public messaging refers to messages crafted for public dissemination.

Internal Messaging

Public information representatives in the JIC (if activated) or EOC will assist in conveying information as necessary to the Policy Group. Additionally, the Planning Section will maintain and update an Incident Action Plan (IAP), which will contain critical information and intelligence updates for responders and partners. Other methods of internal information dissemination include Town-wide emails and wireless messages.

Public Messaging

Various methods of public information dissemination are available. The decision to use a particular medium will be based on the urgency of information and the intended audience. Some methods of distribution include:

- Press releases
- Press conferences
- Website updates
- Email updates
- Print or radio
- Social media updates
- Code Red (Weld County)

To ensure one consistent and accurate voice, all public information releases will be coordinated through the JIC.

Public Information and Warning

The Town of Severance will follow the concepts of Operations within the Weld County Whole Community Consortium Plan until the Town can develop one of its own. This plan aims to set forth the warning procedures and capabilities to be employed in the event of a large-scale emergency in Weld County. This plan is developed as an integral part of the Weld County Emergency Preparedness Plan; however, it is also designated to stand alone as Weld County's Warning Plan.

ADMINISTRATION, FINANCE AND LOGISTICS

The town will develop a Disaster Finance Plan which will outline:

Administration

- Authorities and policies for reassignment of employees from normal to emergency duties
- Summary of policies for Worker's Comp
- Summary of policies for Insurance
- Summary of process for time keeping
- Summary of process for records retention
- Summary of policies and process for use of volunteers

Finance

- Authorities and policies for disaster spending, procurement and contracting
- Summary of process for emergency procurement and spending
- Summary of process for emergency contracting
- Summary of process for contracting land use agreements
- Summary of process for tracking disaster costs
- Summary of process for establishing burn rates
- Summary of process for disaster reimbursement
- Summary of process for financial record retention
- Reference to Finance Management Plan

Logistics

- Authorities and policies for Mutual-aid or Regional-aid agreements
- Summary of identification of Resource Gaps based on defined Threats/ Hazards (Capability Assessment Gap Analysis)
- Summary of Mutual-aid Agreement procedures, processes and review
- Summary of processes for Resource Ordering, tracking, demobilization to include local, state and private sectors
- Summary of process for identifying specialized resources
- Reference to Resource Management Plan

DESIGNATED ROLES AND RESPONSIBILITIES

All offices of elected officials, departments, agencies, and organizations with responsibilities identified in this section of the plan are responsible for developing internal procedures and Standard Operating Plans (SOPs) for carrying out these roles and responsibilities and for the development of Continuity of Operations (COOP) Plans for their department or agency. Each department has been assigned a section to report to within ICS/ESF when directives are received. Reporting sections for each department are below the title and in parentheses

Town of Severance Town Council

1. Approval and commitment of Town of Severance resources and funds for disaster or emergency purposes;
2. A formal declaration of a Town emergency or disaster to the Weld County Emergency Manager. The emergency Manager will submit to Governor's Office for the declaration of a state of emergency in the Town of Severance for the purposes of obtaining state and/or federal assistance;
3. Approval of directives to Town departments and personnel regarding changes in normal duties/work schedules, temporary reassignments, and employment of temporary workers, as needed (implemented by Town Manager);
4. Development and maintenance of Continuity of Government/Continuity of Operation Plans;
5. Issuance of official orders or proclamations regarding population protection or temporary social restrictions, such as evacuation orders, enactment of price controls, or establishment of curfew;
6. Issuance of formal requests to the Governor's Office (through Colorado DEM) for the declaration of a state emergency for the purposes of obtaining state and/or federal assistance;
7. Consider Access and Functional Needs (AFN) issues so that planning, response, and recovery efforts support the needs of people with disabilities;
8. In the case of displacement from Town Hall, the Severance Town Council will meet at a posted designated location within the Town of Severance (if possible) for regular meetings and at the designated policy group post for emergency meetings.

Town of Severance Town Manager

(ESF #6, #8, #11, #15, Leads; and PIO)

1. Coordination, commitment, and direction of Town of Severance government activities in support of emergency or disaster relief efforts;
2. Issuance of directives to Town departments and personnel regarding changes in normal duties/work schedules, temporary reassignments, and employment of temporary workers, as needed;
3. Intergovernmental liaison and initiation of formal requests for outside assistance from other local jurisdictions;
4. Provide personnel for structure and facility inspections to determine the safety of individual structures (businesses, residences, and public buildings) and to identify needed repairs or to implement condemnation procedures when necessary;
5. Coordination of resources to support the Incident Commanders' requirements;
6. Activation and management of the Town of Severance Emergency Operations Center (EOC);

7. Emergency assessment and recommendations to the Town Council concerning the need for local disaster declarations, travel restrictions, curfews, or other temporary social restrictions;
8. Preparation of situation and damage assessment reports;
9. Establishing communications with Weld County Emergency Management for purposes of providing situation reports and forwarding requests for state assistance;
10. Obtaining technical support for; resource management, damage assessment, intergovernmental coordination, disaster recovery, hazard mitigation and other emergency management functions, as needed;
11. Approval of Town resources and funds for disaster or emergency purposes as authorized by the Town Council;
12. Provide assistance to the Police Chief, Fire Chief, Incident Commander, and the Town Council as needed;
13. Plan maintenance, training and exercises;
14. Maintenance of departmental ability to manage response and recovery support operations using command and management principals as outlined in the National Incident Management System;
15. Participation on Town Damage Assessment Team at EOC and on local/state field damage survey teams, (primarily for Town owned facilities), as needed;
16. Facilitate restoration of Town public facilities, services and utilities. Assist with Emergency Operations as needed;
17. Maintain ability to manage response and recovery support operations using command and management principals as outlined in the National Incident Management System;
18. Restoration of public facilities and buildings to normal use;
19. Support and coordination of utilizing Town facilities and other buildings as emergency shelters;
20. Work with County Public Health for the following responsibilities:
 - In coordination with Incident Command, coordination with outside health and medical resources providing assistance to the Town, in cooperation with partner agencies;
 - Assistance to ICP/EOC staff in assessing overall health and medical resource needs during response and recovery operations and maintenance of situation status information within the ICP/EOC;
 - Provision of environmental health services and technical support, including the identification of chemical hazards, sources of contamination, or unsanitary conditions that present health hazards to the general public;
 - Identify biological and chemical hazards and mitigation of same in a joint effort with the Designated Emergency Response Authority (D.E.R.A.) or other appropriate resource;
 - Assist the Police Chief and EMS in identifying homebound and/or special needs residents in the case of population evacuation;
 - Maintenance of departmental ability to manage response and recovery support operations using command and management principals as outlined in the National Incident Management System;

- Provide immunizations as appropriate and necessary as determined by County Health Department;
- Conduct public health surveillance and testing procedures as needed;
- 21. Work with County Social Services for the following responsibilities:
 - Assist the American Red Cross, Salvation Army and other volunteer organizations in the provision of emergency shelters, temporary housing and other assistance to displaced citizens;
 - Assist in the coordination of overall efforts of volunteer organizations and other volunteers;
 - In coordination with Incident Command, management of resources of emergent or spontaneous volunteers (i.e., match available resources with individual needs);
 - Administration of Individual and Family Grant Program in presidentially declared disasters in the Town;
 - Responsible for sheltering displaced families;
 - Responsible for reuniting displaced families;
 - Provision of resources for stress counseling/crisis counseling for disaster victims and disaster relief workers, as needed;
- 22. Development and maintenance of Continuity of Government and Continuity of Operations plans;
- 23. Consider Access and Functional Needs (AFN) issues so that planning, response and recovery efforts support the needs of people with disabilities;
- 24. Develops standard operating procedures (SOP) for Emergency Operations Center (EOC).

Town Manager or Deputy Town Manager's Responsibilities as Public Information Officer

1. Assist with media or other public communications;
2. Serve as the public information officer (PIO);
3. Attend training every two years for the PIO position as SOPs are continually changing;
4. Maintain a list of Press Contacts (including local, state, and national).

Town Manager or Deputy Town Manager's Responsibilities as ESF #6 Lead

(As outlined by NRF)

1. Mass Care: Includes sheltering, feeding operations, emergency first aid, bulk distribution of emergency items, and collecting and providing information on victims to family members;
2. Emergency Assistance: Assistance required by individuals, families, and their communities to ensure that immediate needs beyond the scope of the traditional "mass care" services provided at the local level are addressed. These services include: support to evacuations (including registration and tracking of evacuees); the reunification of families; provision of aid and services to special needs populations; evacuation, sheltering, and other emergency services for household pets and services animals; support to specialized shelters; support to medical shelters; nonconventional shelter management; coordination of donated goods and services; and coordination of voluntary agency assistance;

3. Housing: Includes housing options such as rental assistance, repair, loan assistance, replacement, factory-built housing, semi-permanent and permanent construction, referrals, identification and provision of accessible housing, and access to other sources of housing assistance. The National Disaster Housing Strategy guides this assistance;
4. Human Services: Includes the implementation of disaster assistance programs to help disaster victims recover their non-housing losses, including programs to replace destroyed personal property and help to obtain disaster loans, food stamps, crisis counseling, disaster unemployment, disaster legal services, support, and services for special needs populations, and other Federal and State benefits;
5. Providing nutrition assistance: Includes working with State agencies to determine nutrition assistance needs, obtain appropriate food supplies, arrange for delivery of the supplies, and authorize the Disaster Food Stamp Program. These efforts are coordinated by the Department of Agriculture (USDA), and the Food and Nutrition Service (FNS).

Town Manager or Deputy Town Manager's Responsibilities as ESF #8 Lead

(As outlined by FEMA.gov)

1. In collaboration with County Public Health and Emergency Management, mobilizes and deploys ESF #8 personnel to support national or regional teams to assess public health and medical needs, including the needs of at-risk population groups, such as language assistance services for limited English-proficient individuals and accommodations and services for individuals with disabilities. This function includes the assessment of the health care system/facility infrastructure;
2. In coordination with County Public Health and supporting departments and agencies, enhances existing surveillance systems to monitor the health of the general and medical needs population;
3. Overseeing immediate medical response capabilities are provided from ESF #8 supporting organizations;
4. In collaboration with County Public Health and Emergency Management, in addition to requesting assets from the Strategic National Stockpile (SNS), ESF #8 may request CDPHE to provide medical equipment, durable medical equipment, and supplies, including medical, diagnostic, and radiation-detecting devices, pharmaceuticals, and biologic products in support of immediate medical response operations and for restocking health care facilities in an area affected by a major disaster or emergency;
5. Utilizing Emergency Medical Services, transport seriously ill (seriously ill describes persons whose illness or injury is of such severity that there is cause for immediate concern, but there is not imminent danger to life) or injured patients, and medical needs populations from casualty collection points in the impacted area to designated reception facilities;
6. Coordinates the local and state response in support of emergency triage and prehospital treatment, patient tracking, and distribution;

7. In the event of a reportable disease case(s) being linked to a blood/blood product transfusion, or organ or tissue transplant, the local health department will notify CDPHE, who will notify the Centers for Disease Control and Prevention (CDC);
8. In coordination with ESF #11, may request CDPHE components to ensure the health, safety, and security of food-producing animals, animal feed, and therapeutics;
9. May request assistance from Regional EPR Staff and/or CDPHE offices and other ESF #8 partner organizations in assessing public health, medical, and veterinary medical effects resulting from all hazards. Such tasks may include assessing exposures in the general population and high-risk population groups; conducting field investigations, including collection and analysis of relevant samples; providing advice on protective actions related to direct human and animal exposures, and on indirect exposure through contaminated food, drugs, water supply, and other media; and providing technical assistance and consultation on medical treatment, screening, and decontamination of injured or contaminated individuals;
10. May request assistance from other ESF #8 partner organizations in assessing mental health and substance abuse needs, including emotional, psychological, psychological first aid, behavioral, or cognitive limitations requiring assistance or supervision; providing disaster mental health training materials for workers; providing liaison with assessment, training, and program development activities undertaken by local mental health and substance abuse officials; and providing additional consultation as needed;
11. Provides public health, disease, and injury prevention information that can be transmitted to members of the general public who are located in or near areas affected in languages and formats that are understandable to individuals with limited English proficiency and individuals with disabilities;
12. May request assistance from CDPHE, Montrose County Health and Human Services, and other ESF #8 organizations to assist in assessing potable water, wastewater, solid waste disposal, and other environmental health issues related to public health in establishments holding, preparing, and/or serving food, drugs, or medical devices at retail and medical facilities, as well as examining and responding to public health effects from contaminated water; conducting field investigations, including collection and laboratory analysis of relevant samples; providing equipment and supplies as needed; and providing technical assistance and consultation;
13. May request CDPHE, Regional EPR Staff, and other ESF 8 partner organizations to assist the jurisdictional medico-legal authority and law enforcement agencies in the tracking and documenting of human remains and associated personal effects, reducing the hazard presented by chemically, biologically, or radiologically contaminated human remains (when indicated and possible); establishing temporary morgue facilities; determining the cause and manner of death; collecting antemortem data in a compassionate and culturally competent fashion from authorized individuals; performing postmortem data collection and documentation; identifying human remains using scientific means (e.g., dental, pathology, anthropology, fingerprints, and, as indicated, DNA samples); and preparing, processing, and returning human remains and personal effects to the authorized person(s) when possible; and providing technical assistance and consultation on fatality management and mortuary affairs;

14. Utilizing the Weld County Coroner assists in identifying the human remains, re-casketing, and reburial in public cemeteries;
15. Utilizing the Weld County Coroner, may request assistance from CDPHE and other ESF #8 partner organizations, as appropriate, to provide support to families of victims during the victim identification mortuary process;
16. May request veterinary assistance through the Colorado Department of Agriculture and the Colorado Veterinary Medical Association to support ESF #11. Support will include the amelioration of zoonotic disease where ESF #11 does not have the requisite expertise to render appropriate assistance;
17. Will assist ESF #11 as required to protect the health of livestock and companion and service animals by requesting the Colorado Department of Agriculture to request the USDA to ensure the safety of the manufacture and distribution of foods and drugs given to animals used for human food production. ESF #8 supports the Town of Severance and Weld County together with ESF #6 – Mass Care, Emergency Assistance, Housing, and Human Services, ESF #9 – Search and Rescue, and ESF #11 to ensure an integrated response to provide for the safety and wellbeing of household pets and service and companion animals;
18. Supports ESF #6 by providing expertise and guidance on the public health issues of the medical needs populations.

Town Manager or Deputy Town Manager's Responsibilities as ESF #11 Lead

(As outlined by FEMA.gov)

1. Request Colorado Department of Agriculture to respond to animal and plant diseases and pests: Includes requesting state assets for a local response to an outbreak of a highly contagious or economically devastating animal/zoonotic disease, or an outbreak of a harmful or economically significant plant pest or disease. ESF #11 ensures, in coordination with ESF #8 – Public Health and Medical Services, that animal/veterinary issues in natural disasters are supported through state and federal resources (eg. USDA Animal Plant and Health Inspection Services);
2. In the event of a reportable disease case(s) being linked to a food product, Town ESF #11 will work with the county health department who will notify the Colorado Department of Public Health and Environment (CDPHE), who will notify the Centers for Disease Control and Prevention (CDC). This will allow for the investigation at the state and federal level to be completed in order to implement any needed changes to federal and state systems to ensure the safety and security of the commercial food supply: Including the execution of routine food safety inspections and other services at the state and federal level to ensure the safety of food products that enter commerce. This includes the state and federal inspection and verification of food safety aspects of slaughter and processing plants, products in distribution and retail sites, and import facilities at ports of entry; laboratory analysis of food samples; control of products suspected to be adulterated; plant closures; foodborne disease surveillance; and field investigations. These efforts are coordinated by USDA's Food Safety and Inspection Service (FSIS);
3. Ensuring provisions for the safety and well-being of household pets during evacuation and sheltering.

Town Manager or Deputy Town Manager's Responsibilities as ESF #15 Lead

1. Delivery of incident preparedness, health, response, and recovery instructions to those directly affected by the incident;
2. Dissemination of incident information to the public, including children, those with disabilities and other access and functional needs, and individuals with limited English proficiency populations.

Town of Severance Finance Director

1. Prepare documents necessary to recover monies from insurance providers, State/Federal Disaster Assistance Programs, or other funds or combinations of funding sources;
2. Procure emergency-related supplies and materials and oversee the administration of vendor contracts for emergency services and equipment as authorized by the Town Council;
3. Responsible for resource tracking, record-keeping, and documentation of disaster-related costs and financial commitments;
4. Participation on the Town of Severance Damage Assessment Team at EOC and on local-state field damage survey teams, as needed;
5. Establish and maintain an incident-related financial record-keeping system;
6. Assist with Emergency Operations as needed;
7. Development and maintenance of standard operating procedures (SOP's);
8. Maintain the ability to manage or assist response and recovery support operations using command and management principles outlined in the National Incident Management System.

Town of Severance Attorney

1. Provision of legal counsel and assistance to the Town Council and other Town officials before, during, and after disaster and emergency incidents in the Town, as needed and requested;
2. Draft and/or review emergency contracts, memoranda of understanding, and inter-governmental agreements, as needed and requested;
3. Preparation of legal documents (disaster declarations, resolutions or regulations required to facilitate emergency operations), as needed and requested;
4. Assist with Emergency Operations, as needed and requested;
5. Development and maintenance of standard operating procedures (SOP's), as needed and requested;
6. Consider Access and Functional Needs (AFN) issues so that planning, response, and recovery efforts support the needs of people with disabilities, as needed and requested;
7. Maintain ability to manage or assist with response and recovery support operations using command and management principles as outlined in the National Incident Management System, as needed and requested.

Severance Police Chief

(Incident Command, ESF #2, ESF#4, ESF #5, ESF #7, ESF #9, ESF #10, ESF #13)

1. Implementation of the Incident Command System (ICS), including determining the locations of Incident Command Post (ICP) and establishing necessary positions and functions (i.e., planning, finance, logistics, operations and public information);
2. Assessment of emergency conditions and determination of required levels of immediate assistance;
3. Implementation of available public warning measures;
4. Implementation of the Incident Command System (ICS) in a fire or hazmat related event;
5. Conducts and coordinates search and rescue operations through request of the Sheriff's Department;
6. Determination of the need for population evacuations and provision of instructions to uniformed law enforcement personnel regarding evacuation operations;
7. Coordination of communications and provision of communications staff support for field command post(s);
8. Coordination of volunteer amateur radio resources to augment primary communications and provide back-up capabilities;
9. Provision of law enforcement, traffic control, and access control within the disaster area(s) and in other areas of the Town;
10. Provision of aviation support to include search & rescue, rapid transportation and aerial observation;
11. Provision of security measures at ICP, EOC, temporary emergency shelters, temporary morgues, and in evacuated and disaster-impacted areas, if available;
12. Coordination of wildland fire suppression in conjunction with CDFPC;
13. Coordination of uniformed reserve forces and uniformed reserve members;
14. Maintenance of departmental ability to manage response and recovery support operations using command and management principals as outlined in the National Incident Management System;
15. Make photographic or video record of damage;
16. Investigative support to National Transportation Safety Board/FAA and other investigative agencies in man-made disasters;
17. Commitment of personnel as directed to assist with evacuation, shelters, Coroner's Office or other needed locations to support their operations;
18. Establishment of measures for animal control, including the coordination of animal relief measures, the assurance of their care, and the search for their owners;
19. May serve as the Public Information Officer (PIO);
20. Coordination of volunteer amateur radio resources used for backup communications;
21. Maintain operational radio communications;
22. Coordination of all wired and radio communications in conjunction with the EOC and communications center;
23. Provision of communications staff support for field Command Post(s) and/or EOC as needed;
24. Assessment of emergency conditions and determination immediate and ongoing needs or assistance from County and/or outside sources;

25. Assess the emergency situation and make recommendations to the Town Manager and/or Town Council concerning needs for local disaster declarations, travel restrictions, curfews or other temporary social restrictions;
26. Coordination of resources to support the needs and requests presented by incidents;
27. Provide technical support to EOC staff and other town personnel with respect to resource management, damage assessment, intergovernmental coordination, disaster recovery, hazard mitigation, and other emergency management functions as needed;
28. Coordination of mutual aid documentation and assistance resources;
29. Emergency situation assessment and recommendations to the Town Manager and Town Council the need for local disaster declarations travel restrictions, curfews or other temporary social restrictions;
30. Provision of emergency public information and establishment of procedures for releases of disaster-related information to include casualties;
31. Establishment of communications with Colorado OEM and Weld County EM for purposes of providing situation reports and forwarding requests for State assistance via WebEOC and other resources;
32. Notification of emergency personnel (maintenance of contacts outside the Police Department);
33. Preparation of situation reports and damage assessment reports for Emergency Manager, Town Manager, Town Council, and State Emergency Management;
34. Implementation of available public warning measures; Coordinate support for resource management, damage assessment, intergovernmental coordination, disaster recovery, hazard mitigation and other emergency management functions, as needed;
35. Plan maintenance, training and exercises;
36. Development and maintenance of standard operating procedures (SOP's);
37. Development and maintenance of Continuity of Government/Continuity of Operation Plans;
38. Coordination of volunteer amateur radio resources used for backup communications;
39. Maintain operational radio communications;
40. Coordination of all wired and radio communications in conjunction with the EOC and communications center;
41. Provision of communications staff support for field Command Post(s) and/or EOC as needed; Provide Hazardous Material Incident response;
42. Coordination of mutual aid assistance;
43. Assist in implementation of emergency evacuation operations;
44. Provision of triage, extrication, medical treatment, to include, field coordination of emergency transportation to hospitals;
45. Provision of heavy rescue services;
46. Provision of onsite emergency medical facility for minor injuries;
47. Provision of fire suppression, fire causation, and arson investigation services;
48. Provide a representative to the unified ICP and EOC;
49. Designated Emergency Response Authority (DERA) for hazardous materials incidents inside their Fire District;
50. Consider Access and Functional Needs (AFN) issues so that planning, response and recovery efforts support the needs of people with disabilities.

51. Development and maintenance of Continuity of Government/Continuity of Operation Plans;
52. Development and maintenance of standard operating procedures (SOP's).

Severance Police Chief's Responsibilities as ESF #2 Lead

1. Provides disaster emergency communications, which consists of the technical means and modes required to provide and maintain operable and interoperable communications in an incident area;
2. Supports the temporary re-establishment of the basic public safety communications infrastructure and assists in the initial restoration of the commercial telecommunications infrastructure;
3. Coordinates the provisioning of priority and other telecommunications services at incident support facilities, provides capabilities and services to aid response and short-term recovery operations, and ensures a smooth transition to long-term recovery efforts;
4. Facilitates the delivery of mission critical information to maintain situational awareness for emergency management decision makers and support elements;
5. Develops and maintains a communications common operating picture;
6. Coordinates and de-conflicts incident radio frequencies.

Severance Police Chief's Responsibilities as ESF #4 Lead

[As outlined by National Response Framework (NRF)]

1. Detecting and suppressing fires within town limits;
2. Providing personnel, equipment, and supplies in support of State, tribal, and local agencies involved in rural and urban firefighting operations.

Severance Police Chief's Role as ESF #5 Lead

1. Identifying resources for alert, activation, and subsequent deployment;
2. During the post-incident response phase, ESF #5 is responsible for the support and planning functions. ESF #5 activities include those functions that are critical to support and facilitate multiagency planning and coordination, including:
 - a. Alerts and notifications;
 - b. Working with county EM to request the deployment of Department of Homeland Security (DHS) and DHS/Federal Emergency Management Agency (FEMA) response teams, as well as response teams from other Federal departments and agencies;
 - c. Incident action planning;
 - d. Coordination of operations, direction, and control;

- e. Logistics management;
- f. Information collection, analysis, and management;
- g. Facilitation of requests for Federal assistance;
- h. Resource acquisition and management;
- i. Federal worker safety and health;
- j. Facilities management;
- k. Financial management.

Severance Police Chief's Role as ESF #7 Lead

1. Manage a collaborative and complex logistics supply chain that provides equipment, supplies, and services for incidents requiring an integrated whole community response capability;
2. Provision for the integration of whole community logistics partners through deliberate and crisis collaboration in the planning, sourcing, acquisition, utilization, and disposition of resources;
3. Facilitate communication and collaboration among all supply chain support elements in order to minimize recovery efforts in the impacted area and reestablish local and state self-sufficiency as rapidly as possible.

Severance Police Chief's Responsibilities as ESF #9 Lead

(As outlined by NRF)

1. Structure Collapse (Urban) Search and Rescue (US&R);
2. Inland/Wilderness Search and Rescue;
3. Aeronautical Search and Rescue.

Severance Police Chief's Responsibilities as ESF #10 Lead

(As outlined by FEMA.gov)

1. Prevent, minimize, or mitigate a release of Oil or Hazardous Materials;
2. Detect and assess the extent of contamination (including sampling and analysis and environmental monitoring);
3. Stabilize the release and prevent the spread of contamination;
4. Analyze options for environmental cleanup and waste disposition;
5. Implement environmental cleanup;
6. Store, treat, and dispose of oil and hazardous materials.

Severance Police Chief's Responsibilities as ESF #13 Lead

(As outlined by FEMA.gov)

1. Pre-incident Coordination;
2. Technical Assistance: Providing expertise and coordination for security planning efforts and conducting technical assessments (e.g., vulnerability assessments, risk analyses, surveillance sensor architecture, etc.);
3. Specialized Public Safety and Security Assessment;
4. General Law Enforcement Assistance;
5. Badging and Credentialing;

6. Access Control: Providing security forces to support State, tribal, and local efforts (or to secure sites under Federal jurisdiction) to control access to the incident site and critical facilities;
7. Site Security: Providing security forces and establishing protective measures around the incident site, critical infrastructure, and/or critical facilities. ESF #13 responsibilities should not be confused with site-security responsibilities of the Office of Security of the Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA), which is responsible for providing security for DHS/FEMA facilities, to include a Joint Field Office (JFO). DHS/FEMA may request ESF #13 assistance if DHS/FEMA resources are overwhelmed;
8. Traffic and Crowd Control;
9. Force Protection: Providing for the protection of emergency responders and other workers operating in a high-threat environment, and for the operational security of emergency response operations wherever they may occur;
10. Specialized Security Resources: Providing specialized security assets such as traffic barriers; chemical, biological, radiological, nuclear, and high-yield explosives detection devices; canine units; law enforcement personal protective gear; etc.

Information Technology (IT)/ Outside Contractor

(Report to Emergency Operations Center if requested)

1. Coordinates needed actions to provide telecommunications, and the restoration of the telecommunications infrastructure for the town government;
2. Supports all Town agencies and Town EOC in the procurement and coordination of telecommunication services from the telecommunications and information technology (IT) industry during the duration of an incident;
3. Provide information services and telecommunications support to EOC and if necessary, the IC;
4. Assists with Emergency Operations as needed;
5. Development and maintenance of standard operating procedures (SOP's);
6. Mobilize or obtain computers for use in new/temporary facilities in the event that one or several offices need to be relocated;
7. Consider Access and Functional Needs (AFN) issues so that planning, response and recovery efforts support the needs of people with disabilities;
8. Maintain ability to manage response and recovery support operations using command and management principals as outlined in the National Incident Management System.

Outside Contractor for Maps and Geographical information

1. Provide situational and incident maps to the IC or Emergency Management or response workers as needed;
2. These maps may include, but are not limited to, available data showing approximate property boundaries, approximate structure locations, property ownership, other pertinent property data maintained by the Town of Severance and/or Weld County Assessor's Office, geographic features, USGS topography or other utilized data or data collected by operations personnel;

3. Assist with Emergency Operations as needed;
4. Development and maintenance of standard operating procedures (SOP's);
5. Maintain ability to manage response and recovery support operations using command and management principals as outlined in the National Incident Management System.

Town of Severance Administration Staff

1. Procurement of emergency-related supplies and materials and administration of vendor contracts for emergency services and equipment (Finance);
2. Resource tracking, record-keeping and documentation of disaster-related costs and financial commitments (Finance);
3. Participation with other departmental representatives on Town damage assessment team at EOC and on local-state field damage survey teams, as needed (Finance and Risk Management);
4. Provision of emergency public information and establishment of procedures for coordinated releases of disaster-related information to news media and the public. (Public Information Officer);
5. Establishes and maintains an incident related financial record keeping system; (Finance);
6. Consider Access and Functional Needs (AFN) issues so that planning, response and recovery efforts support the needs of people with disabilities;
7. Development and maintenance of standard operating procedures (SOP's). (Finance and Risk Management);
8. Maintain list of NIMS trainings for all town employees.

Town of Severance Human Resources

(Report to Emergency Operations Center if requested)

1. Ensure adequate timesheets are kept and recorded for all Town Employees from the start of the incident;
2. Ensure adequate timesheets are kept and recorded for all Volunteers from the start of the incident;
3. Prepare medical care compensation information for injured Town employees through Worker's Compensation Plans;
4. Assist the Town in returning to its normal productivity, while also ensuring that the reputation of the organization is kept intact;
5. Consider Access and Functional Needs (AFN) issues so that planning, response and recovery efforts support the needs of people with disabilities.
6. Assist in developing, maintaining, updating, and implementing the Continuity of Operations Plan (COOP);
7. Development and maintenance of standard operating procedures (SOP's).

Town of Severance Town Clerk

1. Provide for the safekeeping of vital records including Standard Operating Procedures (SOPs), guidelines, master equipment lists, etc.;

2. Participate with other departmental representatives in the establishment and maintenance of an incident-related financial recordkeeping system;
3. Receipt and filing of any orders or proclamations declaring, continuing or terminating a Town of Severance emergency or disaster;
4. Assist with Emergency Operations as needed;
5. Assist in developing, maintaining, updating, and implementing the Continuity of Operations Plan (COOP);
6. Maintain ability to manage response and recovery support operations using command and management principals as outlined in the National Incident Management System;
7. Provide and maintain financial records;
8. Consider Access and Functional Needs (AFN) issues so that planning, response and recovery efforts support the needs of people with disabilities;
9. Development and maintenance of standard operating procedures (SOP's).

Town of Severance Public Works Director

(ESF #1, #3, #12, Lead)

1. Restoration of public facilities, services, utilities (Facilities);
2. Development and maintenance of standard operating procedures (SOP's);
3. Provision of transportation services in support of emergency response and recovery efforts (e.g., movement of Town personnel, equipment, signage and supplies to designated staging areas);
4. Removal of debris, clearance of public right-of-ways, and planning for street/route recovery operations, with priority assigned to critical emergency services life line;
5. Provision of personnel and heavy equipment in support of search and rescue operations;
6. Provision of personnel, equipment, supplies and materials for flood control and flood hazard mitigation measures;
7. Restoration of damaged Town roads and bridges and other related infrastructure;
8. Provision of personnel for structure and facility inspections to determine safety of individual structures (businesses, residences and public buildings) and to identify needed repairs (or to implement condemnation procedures when necessary);
9. Participation with representatives of other Town departments on Town of Severance damage assessment team at EOC and on local-state field damage survey teams, as needed;
10. Maintenance of departmental ability to manage response and recovery support operations using command and management principals as outlined in the National Incident Management System;
11. Provide resources to responders (i.e.: assist fire department in obtaining water when needed or other provisions requested, etc.);
12. Consider Access and Functional Needs (AFN) issues so that planning, response and recovery efforts support the needs of people with disabilities;
13. Development and maintenance of Continuity of Government/Continuity of Operation Plans;
14. Development and maintenance of standard operating procedures (SOP's).

Town of Severance Public Works Director's Responsibilities as ESF #1 Lead

(As outlined by FEMA.gov)

1. Monitor and report status of and damage to the transportation system and infrastructure as a result of the incident;
2. Identify temporary alternative transportation solutions that can be implemented by others when systems or infrastructure are damaged, unavailable, or overwhelmed;
3. Coordinate the restoration and recovery of the transportation systems and infrastructure;
4. Coordinate and support prevention, preparedness, response, recovery, and mitigation activities among transportation stakeholders within the authorities and resource limitations of ESF #1 agencies.

Town of Severance Public Works Director's Responsibilities as ESF #3 Lead

(As outlined by FEMA.gov and NRF)

1. Conducting pre-incident and post-incident assessments of public works and infrastructure;
2. Executing emergency contract support for life-saving and life-sustaining services;
3. Providing technical assistance to include engineering expertise, construction management, and contracting and real estate services;
4. Providing emergency repair of damaged public infrastructure and critical facilities;
5. Tracking the DHS/Federal Emergency Management Agency (FEMA) Public Assistance Program and other recovery programs as it relates to Public Works.

Town of Severance Public Works Director's Responsibilities as ESF #12 Lead

(As outlined by NRF)

1. Serve as the focal point within the Local Government for receipt of information on actual or projected damage to energy supply and distribution systems and requirements for system design and operations, and on procedures for preparedness, restoration, recovery, and mitigation;
2. Advise local authorities on priorities for energy restoration, assistance, and supply;
3. Assist industry and local authorities with requests for emergency response actions as required to meet the areas energy demands;
4. Assist local departments and agencies by locating fuel for transportation, communications, and emergency operations;
5. Provide guidance on the conservation and efficient use of energy to local governments and to the public;
6. Provide assistance to local authorities utilizing Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) established communications systems.

Town of Severance Community Development Director

(Report to Emergency Operations Center if requested; ESF #14 lead)

1. Provision of personnel for structure and facility inspections in conjunction with municipal partners to determine the safety of individual structures (businesses, residences, and public buildings), including during rescue operations, and identify needed repairs (or to implement condemnation procedures when necessary);
2. Participation with other departmental representatives on Town Damage Assessment Team at EOC and on local/state field damage survey teams, as needed;
3. Participate in long-term disaster recovery and hazard mitigation planning and enforcement to ensure the compatibility of community redevelopment plans and hazard mitigation measures with comprehensive Town Land Use Code and other community development plans;
4. Provide public education materials related to community disaster recovery and reentry by citizens into disaster-impacted structures and neighborhoods (e.g., the safety of stored goods, removal of mildew, cleaning of smoke damages, etc.);
5. Maintenance of departmental ability to manage response and recovery support operations using command and management principles as outlined in the National Incident Management System;
6. Assist with Emergency Operations as needed;
7. Update codes for preventive measures in the future;
8. Consider Access and Functional Needs (AFN) issues so that planning, response, and recovery efforts support the needs of people with disabilities;
9. Development and maintenance of standard operating procedures (SOPs), Continuity of Government (COG), and Continuity of Operations Plans (COOP).

Community Development Director Responsibilities as ESF #14 Lead

(As outlined by NRF)

1. Convene interagency recovery expertise to provide strategic guidance to long-term recovery efforts;
2. Identify and address long-term recovery issues, including those that fall between existing mandates of agencies;
3. Avoid duplication of assistance, coordinate program application processes and planning requirements to streamline assistance processes, and identify and coordinate resolution of policy and program issues;
4. Identify programs and activities across the public, private, and nonprofit sectors that similarly support long-term recovery and promote coordination between them;
5. Identify appropriate programs and agencies to support the implementation of comprehensive long-term community planning and identify gaps in available resources;
6. Identify appropriate programs and agencies to support and facilitate continuity of long-term recovery activities;
7. Work with State, tribal, and local governments; non-governmental organizations (NGO); and private-sector organizations to support long-term recovery planning for highly impacted communities;

8. Link recovery planning to sound risk reduction practices to encourage a more viable recovery;
9. Strategically apply subject-matter expertise to help communities recover from disasters.

Non-Town Agencies and Department Services

The following are non-town agencies and departments that can be requested to provide resources. They play a huge role in Emergency Response but must be requested by ESF Leads, IC, or EOC Manager if the emergency or Disaster is within the Town of Severance. Each department has been assigned a section to report to within ICS/ESF when directives are received. Reporting sections for each department are in parentheses. Following their title is a list of the services they provide.

Amateur Radio Emergency Services (ARES) / Radio Amateur Civil Emergency Service (RACES)

(Report to and requested by ESF #2 if requested)

1. Provide emergency communications support as requested by the Town Manager.

American Red Cross / Salvation Army

(Report to and requested by ESF #6 if requested)

1. Provision of immediate assistance to disaster victims, including food, water, shelter, clothes, physical and mental health counseling, and referrals;
2. Establishment and management of emergency shelters for mass care, in cooperation with Weld County Emergency Management and affected municipalities, including registration, feeding, lodging, and responding to public inquiries concerning shelter residents (establish public inquiry telephones);
3. Provision of temporary and immediate housing for displaced disaster victims;
4. Provision of food, beverages, and other assistance to emergency response personnel and emergency relief workers;
5. Provide training to volunteers prior to emergency or disaster declaration;
6. Provide on-site training to volunteers during an emergency or disaster declaration;
7. Provision of damage assessment information upon request;
8. Coordination of mental health services (in cooperation with Weld County Human /Social Services Department;
9. Assist with Emergency Operations as needed.

Severance Police Chief or County Sheriff or their Designee

(Report to and requested by ESF #13 when requested)

1. Implementation of the Incident Command System (ICS);
2. Determination of location(s) in the field for Incident Command Post(s);
3. Assessment of emergency conditions and determination of required levels of assistance from Town and outside sources;
4. Activation and management of the Municipal Emergency Operations Center (EOC) if available;
5. Coordination of mutual aid assistance;

6. Provision of emergency public information and establishment of procedures for releases of disaster-related information to news media, to include casualties;
7. Determination of the need for population evacuations and provision of instructions to uniformed law enforcement, fire, and emergency medical personnel regarding the conduct of evacuation operations;
8. Emergency situation assessment and recommendations to Municipal Officials concerning the need for local disaster declarations travel restrictions, curfews or other temporary social restrictions;
9. Establishment of communications with County Emergency Management for purposes of providing situation reports and forwarding requests for State assistance through the County Emergency Management Director or EOC;
10. Provision for law enforcement and traffic control within the disaster area(s);
11. Provide a representative to EOC and or ICP as needed;
12. Formal declaration of a local disaster or emergency and issuance of other official orders regarding population protection and temporary restrictions, including evacuation orders, establishment of curfews, and enactment of price controls;
13. Approval and commitment of Municipal resources and funds for disaster/emergency response and recovery;
14. Establishment of intergovernmental liaison in multi-jurisdictional incidents, including coordination of emergency efforts with Weld County Emergency Management Director (furnish representative to the Town of Severance or Weld County EOC, when requested or needed);
15. Assist with Emergency Operations as needed;
16. Development and maintenance of standard operating procedures (SOP's);
17. Maintenance of departmental ability to manage response and recovery support operations using command and management principals as outlined in the National Incident Management System.

Colorado Department of Agriculture

(Report to ESF #11 if requested)

1. May serve as ESF #11 lead if requested;
2. Must be requested by ESF #8 lead.

Colorado Department of Transportation

(Report to ESF#1 if requested)

1. Can supply heavy equipment;
2. Can provide traffic control on State Highways;
3. Can assist Public Works with road maintenance when requested.

Colorado State Parks and Wildlife

(Report to ESF#13 if requested)

1. Provide perimeter security for scene;
2. Provide security for shelter;

3. Provide security for Emergency Operations Center;
4. Provide access and egress for emergency vehicles and needed personnel (establish one-way routes);
5. Provide Hazardous Material Incident response;
6. Assist with Emergency Operations as needed;
7. Provision of law enforcement, traffic control, and access control within the disaster area(s) and in any other needed areas of the Town;
8. Provide a representative to EOC and or ICP as needed.

Colorado State Patrol

(Report to ESF #13 if requested)

1. Provide perimeter security for scene;
2. Provide security for shelter;
3. Provide security for Emergency Operations Center;
4. Provide access and egress for emergency vehicles and needed personnel (establish one-way routes);
5. Provide Hazardous Material Incident response;
6. Assist with Emergency Operations as needed;
7. Provision of law enforcement, traffic control, and access control within the disaster area(s) and in any other needed areas of the Town;
8. Provide a representative to EOC and or ICP as needed.

CSU Extension

(Report to and requested by ESF #8 and ESF #11 if requested);

1. Connect community and regional needs with University and external talents and resources.

Fire Protection District Chiefs

(Report to and requested by ESF #4 when requested)

1. Implementation of the Incident Command System (ICS);
2. Determination of location(s) in the field for Incident Command Post(s);
3. Assessment of emergency conditions and determination of required levels of assistance from County and outside sources;
4. Provide Hazardous Material Incident response;
5. Provide Incident Command Vehicle if available;
6. Activation and management of the Municipal Emergency Operations Center (EOC) if needed;
7. Coordination of mutual aid assistance;
8. Provision of emergency public information and establishment of procedures for releases of disaster-related information to news media, to include casualties;
9. Emergency situation assessment and recommendations to County and/or Municipal Officials concerning the need for local disaster declarations travel restrictions, curfews or other temporary social restrictions;
10. Establishment of communications with County Emergency Management for purposes of providing situation reports and forwarding requests for State assistance through the County Emergency Management Director;
11. Assist in implementation of emergency evacuation operations;

12. Provision of triage and extrication to include, field coordination of emergency transportation to hospitals;
13. Request of heavy rescue services;
14. Provision of onsite emergency medical facility for minor injuries;
15. Provision of fire suppression, fire causation, and arson investigation services;
16. Provide a representative to the unified ICP and EOC;
17. Hazardous Material Incident response;
18. Assist with Emergency Operations as needed;
19. Development and maintenance of standard operating procedures (SOP's);
20. Maintenance of departmental ability to manage response and recovery support operations using command and management principals as outlined in the National Incident Management System.

Weld County Engineer

(Report to and requested by ESF#3 when requested)

1. The purpose of the County Engineer is to provide technical and engineering services and support to other Town departments;
2. The County Engineer develops plans for water and sewer expansion and improvements, roadway and drainage improvements, and various Town projects;
3. The County Engineer deals with State and Federal permitting agencies, manages and administers construction projects, and submits applications for State and Federal funding for road, water, sewer, and landfill projects.

Weld County Regional Dispatch

(Report to ESF #13 when requested)

1. Dispatches all Town and County Resources;
2. Can dispatch regional assets requested by the incident command in small-scale incidents.

Windsor/Severance Fire Department

(Report to ESF #4 if requested)

1. Provide Hazardous Material Operations;
2. Provide Mutual Aid to any fire district within Weld County;
3. Provision of heavy rescue services.

UCHealth Hospital

(Report to ESF#8 if requested)

1. Receives medical and trauma patients;
2. Acts as the morgue for Weld County;
3. Can assist Town of Severance in a medical surge event with personnel or services;
4. Provide Surge Trailer and supplies.

Weld County School District RE4

(Report to and requested by ESF #6 if requested)

1. Provide for the safety and protection of pupils and school personnel, through planning and training exercises with local public safety organizations;
2. Coordinate with Emergency Management, in cooperation with American Red Cross, to provide schools as temporary shelters, when needed;
3. Assist with Emergency Operations as needed;
4. Provide buses for evacuation and transportation, when needed;
5. Development and maintenance of standard operating procedures (SOP's);
6. Development and maintenance of Continuity of Government and Continuity of Operations Plans;
7. Maintenance of departmental ability to manage response and recovery support operations using command and management principals as outlined in the National Incident Management System.

Public Utilities

(Report to and requested by ESF #12 if requested)

1. Provide emergency power to critical lift stations;
2. Monitor water and sewer utility use and assess capabilities;
3. Determine availability, quantity, and procedures to obtain sandbags in coordination with emergency management;
4. Clear emergency routes and arterial streets of debris to facilitate movement of emergency equipment Provide material for earthen dikes in cooperation with Public Works;
5. Provide potable water for drinking, if required;
6. Advise resource members of anticipated needs and support required;
7. Coordinate and compile damage reports from damage assessment teams and advise coordination and control group.

Weld County Humane Society

(Report to ESF #6 in requested)

1. Can shelter cats and dogs in the event of an emergency.

Weld County / Colorado State Patrol Hazardous Response Team

(Report to and requested by ESF # 10 if requested)

1. Weld County / Colorado State Patrol Hazardous Response Team;
2. Prevent, minimize, or mitigate a release of Oil or Hazardous Materials;
3. Detect and assess the extent of contamination (including sampling and analysis and environmental monitoring);
4. Stabilize the release and prevent the spread of contamination;
5. Analyze options for environmental cleanup and waste disposition;
6. Implement environmental cleanup;
7. Store, treat, and dispose of oil and hazardous materials.

CONTINUITY OF GOVERNMENT

In accordance with CRS 24-32-2107(9), it is the intent of the Town of Severance Town Council that Town government will continue to provide essential services in order to protect the public health, safety and welfare during an emergency or disaster event by distribution of these disaster chain of command procedures and protocols.

During a declared emergency or disaster event, the following Town of Severance elected and appointed officials, in the order listed, have the authority to execute the powers of the board in accordance with [CRS 31-15-101](#).

1. Mayor
2. Mayor Pro Tem
3. Any duly elected member of the Town Council
4. Town Manager

All Town of Severance department heads and Town elected officials shall be consulted regarding emergency or disaster event issues that might impact their area of responsibility.

Each Town of Severance department head and Town elected official shall work within the framework established by the Town of Severance emergency operations plan.

General Responsibilities

The head of each Town department and Town elected office, as appropriate, shall:

1. Be prepared to respond adequately to all emergency or disaster events.
2. Consider potential emergency or disaster events in the conduct of his or her regular functions, particularly those functions essential in time of emergency.
3. Design preparedness measures to permit a rapid and effective transition from routine to emergency operations, and to make effective use of the period following initial indication of a probable emergency or disaster events. This will include:
 - a. Development of a system of emergency actions that defines alternatives, processes, and issues to be considered during various stages of emergency or disaster event;
 - b. Identification of actions that could be taken in the early stages of an emergency or disaster event to mitigate the impact of or reduce significantly the lead times associated with full emergency action implementation.
4. Identify areas where additional legal authorities may be needed to assist management and notify the Town Manager of those authorities.
5. Coordinate with State and local government agencies and other organizations, including private sector organizations, when appropriate.
6. Cooperate, to the extent appropriate, in compiling, evaluating, and exchanging relevant data related to all aspects of emergency or disaster events.
7. Ensure that plans consider the consequences for essential services provided by the Town if the flow of State and/or Federal funds is disrupted.

Continuity of Operations

The head of each Town department and each Town elected official shall ensure the continuity of essential functions in any emergency or disaster event by providing for: succession to office and emergency delegation of authority in accordance with applicable law; safekeeping of essential resources, facilities, and records; and establishment of emergency operating capabilities.

Resource Management

The head of each Town department and each Town elected official, as appropriate within assigned areas of responsibility, shall:

1. Develop plans and programs to mobilize personnel, equipment, facilities, and other resources.
2. Assess essential emergency requirements and plan for the possible use of alternative resources to meet essential demands during and following emergency or disaster event.
3. Prepare plans and procedures to share between and among the responsible agency resources such as energy, equipment, food, land, materials, services, supplies, transportation, water, and workforce needed to carry out assigned responsibilities and other essential functions, and cooperate with other agencies in developing programs to ensure availability of such resources in an emergency or disaster event.

Protection of Essential Resources and Facilities

The head of each Town department and each Town elected official, as appropriate within assigned areas of responsibility, shall:

1. Identify facilities and resources, both government and private, essential to the public welfare, and assess their vulnerabilities and develop plans to provide for the security of such facilities and resources, and to avoid or minimize disruptions of essential services during any emergency or disaster event.
2. Participate in interagency activities to assess the relative importance of various facilities and resources to essential community needs and to integrate preparedness and response strategies and procedures.

PLAN MAINTENANCE, TRAINING, AND EXERCISES

Authority for maintenance and regular updates of this plan rests with the Chief of Police. The Chief of Police will also provide regular exercises and training sessions to ensure that all departments and offices with assigned responsibilities understand the plan's provisions.

Departments, offices, and other organizations with responsibilities identified in the plan are responsible for ensuring that their staff is familiar with the applicable provisions of the plan and is adequately trained to carry out emergency assignments. The Emergency Manager will coordinate multi-agency and multi-jurisdictional exercises.

This Emergency Operations Plan will be updated at least every 5 years through a Weld County Multi-Agency Coordination Group (MAC Group), and as needed after any incident, to ensure that it remains an effective, accurate emergency management tool for responders and citizens of the Town of Severance.

CHECKLIST FOR PLAN MAINTENANCE, TRAINING, AND EXERCISES

- ☐ Ensure that ICS policies and procedures are communicated to all agencies that may become involved in emergency response operations.
- ☐ Provide ICS and EOC training and exercise opportunities to all agencies and offices with emergency management responsibilities.
- ☐ Encourage all agencies with emergency responsibilities to develop and maintain current internal procedures for carrying out assigned functions, where appropriate.
- ☐ Conduct multi-agency and multi-jurisdictional exercises to improve coordination and reduce overall training costs.
- ☐ Establish procedures for distributing plan revisions to all agencies with assigned responsibilities.

GLOSSARY

Definitions of Terms, Acronyms, and Abbreviations

Access And Functional Needs – (previously referred to as Special Needs) "Access and Functional Needs" is an overarching term that describes community members who may or may not have needs associated with disability. A person with a disability may be part of the AFN community, but so are people with limited English language proficiency, diverse cultures, children and the elderly, and people who use other transportation such as public transportation and para-transit, among others. They are community members who may require actions, services, accommodations, and programmatic, architectural, and communication modifications that a covered entity must undertake or provide to afford these individuals a full and equal opportunity to use and enjoy activities in the most integrated setting, as defined by the ADA Amendments Act of 2008, P.L. 110-325. These accommodations may include modifications to programs, policies, procedures, architecture, equipment, services, supplies, and communication methods. Examples of accessible services to such community members may include reasonable modification of a policy, practice or procedure or provision of auxiliary aids and services. This may include allowing service animals in an emergency shelter where there is a no pets policy, provision of way-finding assistance to someone who is blind, provision of transferring and toileting assistance to an individual with a mobility disability; and provision of an interpreter to someone who is deaf and seeks to fill out paperwork for public benefits.

Agency - A division of government with a specific function offering a particular kind of assistance. In ICS, agencies are defined either as jurisdictional (having statutory responsibility for incident management) or as assisting or cooperating (providing resources or other assistance).

Agency Representative - A person assigned by a primary, assisting, or cooperating Federal, State, local, or Tribal government agency or private entity that has been delegated authority to make decisions affecting that agency's or organization's participation in incident management activities following appropriate consultation with the leadership of that agency. All resource elements within a Task Force must have common communications and a designated leader.

Alternate Emergency Operations Center (AEOC) - An established location to evacuate to in the event that the primary EOC is not available due to natural or man-made causes.

Amateur Radio Emergency Services (ARES) - Volunteer amateur radio operators who support state and local governments with amateur radio transmission support during times of emergencies.

American Red Cross (ARC) - A volunteer organization that works closely with government at all levels in planning for and providing assistance to disaster. The ARC operates under a Congressional charter. All of its disaster assistance is based on verified disaster-caused need, and is outright grant from donations from the American people.

Applicant - The state or local government submitting a project application or request for direct federal assistance under the Stafford Act, or on whose behalf the Governor's Authorized Representative takes such action.

Area Command (Unified Area Command) - An organization established (1) to oversee the management of multiple incidents that are each being handled by an ICS organization or (2) to oversee the management of large or multiple incidents to which several Incident Management Teams have been assigned. Area Command has the responsibility to set overall strategy and priorities, allocate critical resources according to priorities, ensure that incidents are properly managed, and ensure that objectives are met and strategies followed. Area Command becomes Unified Area Command when incidents are multijurisdictional. Area Command may be established at an emergency operations center facility or at some location other than an incident command post.

Assessment - The evaluation and interpretation of measurements and other information to provide a basis for decision-making.

Assignments - Tasks given to resources to perform within given operational periods based on operational objectives defined in the IAP.

Assistant - Title for subordinates of principal Command Staff positions. The title indicates a level of technical capability, qualifications, and responsibility subordinate to the primary positions. Assistants may be assigned to unit leaders.

Assisting Agency - An agency or organization providing personnel, services, or other resources to the agency with direct responsibility for incident management. See also Supporting Agency.

Attack Warning Signal - A three to five minute wavering tone on sirens or short blasts on horns or other devices, repeated as necessary. It means that an actual attack against this country has been detected and that protective action should be taken immediately. As a matter of national defense policy, THE ATTACK WARNING SIGNAL SHALL BE USED FOR NO OTHER PURPOSE AND HAVE NO OTHER MEANINGS.

Augmentation Force - Additional personnel (or units) who are organized, trained, armed, equipped, and capable of assisting initial forces as required.

Auxiliary Communications - An amateur Radio operator unit licensed by the United States Federal Communications commission pursuant to 47 CFR 97 who meets the training requirements and is credentialed by the office.

Available Resources - Resources assigned to an incident, checked in, and available for a mission assignment, normally located in a Staging Area.

Bio-terrorism – A deliberate attack on humans, animals or plants using a contagious or poisonous agent.

Blister Agent - A chemical agent that injures the eyes and lungs and burns or blisters the skin.

Board of County Commissioners (BOCC) - Governing body of public officials elected within a county.

Branch - The organizational level having functional or geographical responsibility for major aspects of incident operations. A branch is organizationally situated between the section and the division or group in the Operations Section, and between the section and units in the Logistics Section. Branches are identified by the use of Roman numerals or by functional area.

Buddy-Aid - The administration of aid to a person exhibiting severe chemical agent poisoning symptoms who is unable to help himself.

Casualty - A person injured, and needing treatment, or killed because of technological or natural disaster.

CERCLA - Comprehensive Environmental Response, Compensation, and Liability Act, known also as Superfund

Chain of Command - A series of command, control, executive, or management positions in hierarchical order of authority.

Check-In - The process through which resources first report to an incident. Check-in locations include the incident command post, Resources Unit, incident base, camps, staging areas, or directly on the site.

Chemical Accident - Resulting from non - deliberate acts where safety is of primary concern.

Chemical Accident / Incident (CAI) - A term used to refer to a chemical event involving chemical surety material.

Chemical Accident / Incident Operational Phases - There are three phases within CAIRA operations:

Chemical Accident / Incident Response and Assistance (CAIRA) - Plans and operations in response to a CAI taken to save lives, preserve health and safety, secure surety material, protect property, and provide for controlled release of information.

Chemical Accident / Incident Site - The location of the chemical site where a security concern or chemical agent contamination concern exists, including all areas in close proximity to the contaminated area. (NOTE: the term "on - site" equates to the actual location of the CAI site and not to "on - post.")

Chemical Agent - A chemical substance listed in Appendix B of AR 50-6 intended for use in military operations to kill, seriously injure, or incapacitate a person through its physiological properties. Excluded from consideration are industrial chemicals, riot control agents, chemical herbicides, and smoke and flame munitions.

Chemical Event - A Chemical event encompasses chemical surety material accidents, incidents, and other circumstances where there is a confirmed or likely release to the environment, exposure to personnel above the STEL for the chemical agent involved, threat to the security of chemical surety material, or event of concern to the local commander. The anticipated response to a chemical event is the activation of all or a select portion of the IRF, with possible SRF deployment, as necessary.

Chemical Event Emergency Notification System - A tiered system of four Chemical Event Notification Levels (CENLs) by which the Army classifies chemical surety emergencies according to expected downwind hazard distance and provides appropriate notification to off-post public officials.

Chemical Incident - Resulting from deliberate acts (terrorism or criminal) where security is of primary concern.

Chemical Stockpile Emergency Preparedness Program (CSEPP) - A joint Army/FEMA program designed to enhance existing local, installation, State, and Federal capabilities to protect the health and safety of the public, work force, and environment from the effects of a CAI involving the US Army chemical stockpile.

Chemical Surety - A system of safety and control measures designed to provide protection to the local population, workers, and the environment by ensuring that safe chemical agent operations, that chemical agents are secure; and that personnel involved in those operations meet the highest standards of reliability.

Chemical Surety Materials (CSM) - Chemical agents and their associated weapon systems, or storage and shipping containers adopted or considered for military use.

Chief - The ICS title for individuals responsible for the management of functional sections: Operations, Planning, Logistics, Finance/Administration, and Intelligence (if established as a separate section).

Civil Air Patrol (CAP) - An auxiliary of the US. Air Force that has volunteered to conduct various emergency services missions. These missions are mainly the use of light aircraft in Search and Rescue (SAR), Civil Defense (CD) and disaster relief operations.

Cleanup - removal of released hazardous substances from the environment.

Colorado Crime Information Center (CCIC) -The computer system with terminals in most law enforcement and communications agencies in Colorado, as well as the State EOC. It is used primarily for law enforcement functions, but a secondary use is as part of the warning and communications system for emergencies or disasters. It is connected to the National Crime Information Center (NCIC).

Colorado Information Analysis Center (CIAC) – Located within the Colorado Department of Public Safety. The mission of the Colorado Information Analysis Center is to provide an integrated, multi-disciplined, information sharing network to collect, analyze, and disseminate information to stakeholders in a timely manner in order to protect the individuals and the critical infrastructure of Colorado.

Colorado Search and Rescue Board (CSRB) -A voluntary, non-governmental organization that may coordinate assistance to local government during search and rescue missions.

Colorado Voluntary Organizations Active in Disaster (COVOAD) - A group of organizations who are vetted with non-profit status who provide voluntary assistance during and after an emergency or disaster. DSHSEM has MOUs with many of the agencies.

Command - The act of directing, ordering, or controlling by virtue of explicit statutory, regulatory, or delegated authority.

Command Staff - In an incident management organization, the Command Staff consists of the Incident Command and the special staff positions of Public Information Officer, Safety Officer, Liaison Officer, and other positions as required, who report directly to the Incident Commander. They may have an assistant or assistants, as needed.

Common Operating Picture - A broad view of the overall situation as reflected by situation reports, aerial photography, and other information or intelligence.

Communications Unit - An organizational unit in the Logistics Section responsible for providing communication services at an incident or an EOC. A Communications Unit may also be a facility (e.g., a trailer or mobile van) used to support an Incident Communications Center.

Comprehensive Emergency Management (CEM) - An integrated approach to the management of emergency programs and activities for all four emergency phases (mitigation, preparedness, response and recovery), for all types of emergencies and disasters (natural, technological and attack), for all levels of government (local, state, and federal) and for the private sector.

Congregate Household Pet Shelter - Any private or public facility that provides refuge to the household pets of shelterees in response to a declared major disaster or emergency. (FEMA DAP 9523.18)

Constitution of the State of Colorado - Title 31, Article 1, Section 202 of the Colorado Revised Statutes; and the Home Rule Charter of each municipality. The Home Rule Charter determines the form of government. A Colorado Home Rule Municipality may declare itself to be either a city or a town.

Continuity of Government (COG) - All measures that may be taken to assure the continuity of essential functions of governments during or after an emergency or disaster.

Continuity of Operations Plan (COOP) - State term - all measures that may be taken to assure the continuity of essential functions of governments during or after an emergency or disaster.

Cooperating Agency - An agency supplying assistance other than direct operational or support functions or resources to the incident management effort.

Coordinate - To advance systematically an analysis and exchange of information among principals who have or may have a need to know certain information to carry out specific incident management responsibilities.

CSEPP Community - The combined area of one military installation, its surrounding local jurisdictions, and the State agencies involved in executing CSEPP for that area.

Damage Assessment - The appraisal or determination of the actual effects resulting from technological or natural disaster.

Damage Survey Report (DSR) - A comprehensive engineering report prepared by a federal-state-local team that outlines the scope of work and estimated cost of repairs at each site of damage that has occurred as a result of disaster.

Decontaminating Material - Any substance used to chemically destroy, physically remove, seal, or otherwise make harmless a chemical agent.

Department of Health and Human Services - the US Department of Veterans Affairs, the US Department of Homeland Security, and the US Department of Defense. NDMS provides resources for meeting the continuity of care and behavioral health services requirements of the Emergency Support Function 8 in the Federal Response Plan.

Department of Public Safety - responsible for emergency management programs in the State of Colorado. It is located in Centennial, and is situated in the State Emergency Operations Center (EOC), which DHSEM organizes and operates during emergencies or disasters.

Deputy - A fully qualified individual who, in the absence of a superior, can be delegated the authority to manage a functional operation or perform a specific task. In some cases, a deputy can act as relief for a superior and, therefore, must be fully qualified in the position. Deputies can be assigned to the Incident Commander, General Staff, and Branch Directors.

Disaster - (State Definition) *The occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property, or significant adverse impact on the environment, resulting from any natural or technological hazards, or a terrorist act*, including but not limited to fire, flood, earthquake, wind, storm, hazardous substance incident, water contamination requiring emergency action to avert danger or damage, epidemic, air contamination, blight, drought, infestation, explosion, civil disturbance, or hostile military or paramilitary action. For the purpose of state or federal disaster declarations, the term disaster generally falls into one of two categories relative to the level of severity and impact on local and state resources, they are: Major - likely to require immediate state assistance supplemented by limited federal resources, if necessary, to supplement intra-state efforts and resources; and Catastrophic - will require immediate and massive state and federal assistance in both the response and recovery aspects. Local government's adaptation of the definition of a disaster denotes an event which threatens to or actually does inflict damage to people or property, and is, or is likely to be, beyond the capability of the services, personnel, equipment, and facilities of a local jurisdiction, thereby, requiring the augmentation of resources through state-directed assistance.

Dispatch - The ordered movement of a resource or resources to an assigned operational mission or an administrative move from one location to another.

Division - The partition of an incident into geographical areas of operation. Divisions are established when the number of resources exceeds the manageable span of control of the Operations Chief. A division is located within the ICS organization between the branch and resources in the Operations Section.

Downwind Hazard Zone - Specific area chemical agent levels exceeded established health and safety limits for a given set of chemical release and meteorological conditions.

Elevated Threat Alert - Warns of a credible terrorist threat against the United States. Issued by the Secretary, US Department of Homeland Security.

Emergency - (State Definition) *A suddenly occurring and often unforeseen situation* which is determined by the Governor to require state response or mitigation actions to immediately supplement local government in protecting lives and property, to provide for public health and safety, or to avert or lessen the threat of a disaster. Local government's adaptation of this definition connotes an event that

threatens to or actually does inflict damage to people or property, exceeds the daily routine type of response, and still can be dealt with using local internal and mutual aid resources.

Emergency - Absent a Presidentially declared emergency, any incident(s), human - caused or natural, that requires responsive action to protect life or property. Under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, an emergency means any occasion or instance for which, in the determination of the President, Federal assistance is needed to supplement State and local efforts and capabilities to save lives and to protect property and public health and safety, or to lessen or avert the threat of a catastrophe in any part of the United States.

Emergency Alert System (EAS) - The replacement system for the Emergency Broadcast System (EBS). This system, based on the same structure as EBS, will allow local government representatives, to put out local warnings and alerts from and for their geographic areas. The EAS will also allow alerts and warnings to be broadcast even if the participating radio station is unmanned after certain hours. Emergency Management staff) serves as the State's representative for the execution of all necessary documents for disaster assistance following a gubernatorial or Presidential declaration of an emergency or disaster.

Emergency Operations Centers (EOCs) - The physical location at which the coordination of information and resources to support domestic incident management activities normally takes place. An EOC may be a temporary facility or may be located in a more central or permanently established facility, perhaps at a higher level of organization within a jurisdiction. EOCs may be organized by major functional disciplines (e.g., fire, law enforcement, and medical services), by jurisdiction (e.g., Federal, State, regional, county, city, Tribal), or some combination thereof.

Emergency Operations Plan (EOP) - A brief, clear and concise document description of action to be taken, or instructions to all individual and local government services concerned, stating what will be done in the event of an emergency. The plan will state the method or scheme for taking coordinated action to meet the needs of the situation. It will state the action to be taken by whom, what, when and where based on predetermined assumptions, objectives and capabilities.

Emergency Public Information (EPI) - Information which is disseminated primarily, but not unconditionally, at the actual time of an emergency and in addition to providing information as such, of an emergency and in addition to providing information as such, frequently directs actions, instructs, and transmits direct orders.

Emergency Response Coordinator (ERC) - A senior staff member of a State Emergency Functional Lead Department who is responsible for coordination of emergency activities in support of the SEOC.

Emergency Response Provider - Includes Federal, State, local, and Tribal emergency public safety, law enforcement, emergency response, emergency medical (including hospital emergency facilities), and related personnel, agencies, and authorities. See Section 2 (6), Homeland Security Act of 2002, Pub. L. 107-296, 116 Stat. 2135 (2002) | Also known as Emergency Responder. Emergency response forces prepare and coordinate response plans, establish organizations to execute those plans, train personnel and organizations to the required level of proficiency, evaluate response organization ability to execute plans, and educate the public to the potential threat and to emergency response procedures.

Emergency Support Functions (ESF) - Common types of emergency assistance that are likely to be requested from the state. These common types of assistance have been grouped functionally into 15 areas. State Departments have been assigned responsibilities for implementing these functions. Assignments are made based upon the department's statutory, programmatic or regulatory authorities and responsibilities.

Essential Supporting Activities - facilitating activities that enable the organization to perform Mission Essential Functions, but do not accomplish the mission. They are important and urgent but accomplishing the ESAs does not complete the mission or deliver the services the organization was created to accomplish.

Evacuation - Organized, phased, and supervised withdrawal, dispersal, or removal of civilians from dangerous or potentially dangerous areas, and their reception and care in safe areas.

Evacuees - All persons moved or moving from disaster areas to reception areas.

Event - A planned, non-emergency activity. ICS can be used as a management system for a wide range of events, e.g., parades, concerts, or sporting events.

Executive Order - a rule or order having the force of law, issued by the executive authority of a government.

Exercise - A practice/simulated response to a natural or technological disaster involving planning, preparation, and execution. It is carried out for the purpose of training and/or evaluation. Exercises can be described as: seminars, workshops, tabletops, drills, games, functional exercises, and full-scale exercises.

Fallout Shelter - A specially built structure for protecting people, records, and equipment from the effects of a nuclear detonation.

Federal - Of or pertaining to the Federal Government of the United States of America.

Federal Emergency Management Agency (FEMA) - The federal agency responsible for the US government's portion of the comprehensive emergency management program. It consists of a national office in Washington, D.C. and ten regional offices, one of which (Region VIII) is located in the Denver Federal Center in Lakewood, Colorado.

Federal Warning Point - A National Warning System (NAWAS) Warning Point located in a Federal installation.

Floodplain - The lowland and relatively flat areas adjoining waters including, at a minimum, that area subject to a one percent or greater chance of flooding in any given year.

Function - Function refers to the five major activities in ICS: Command, Operations, Planning, Logistics, and Finance/Administration. The term function is also used when describing the activity involved, e.g., the planning function. A sixth function, Intelligence, may be established, if required, to meet incident management needs.

General Staff - A group of incident management personnel organized according to function and reporting to the Incident Commander. The General Staff normally consists of the Operations Section Chief, Planning Section Chief, Logistics Section Chief, and Finance/Administration Section Chief.

Government Emergency Telephone System (GETS) - A federal government system that Colorado has access to that will allow landline telephone trunk access when systems are overloaded due to usage.

Group - Established to divide the incident management structure into functional areas of operation. Groups are composed of resources assembled to perform a special function not necessarily within a single geographic division. Groups, when activated, are located between branches and resources in the Operations Section. (See Division.)

Hazard - Something that is potentially dangerous or harmful, often the root cause of an unwanted outcome.

Hazardous Materials (HAZMAT) - Any element, compound, or combination thereof, which is flammable, corrosive, detonable, toxic, radioactive, an oxidizer, an etiologic agent, or highly reactive, and which, because of handling, storing, processing, or packaging, may have detrimental effects upon operating and emergency personnel, the public, equipment and/or the environment.

Home Rule - Colorado Home Rule Municipalities are self-governing under Article XX of the state constitution, based on Title 31, Article 1, Section 202 of the Colorado Revised Statutes; and the Home Rule Charter of each municipality. The Home Rule Charter determines the form of government. A Colorado Home Rule Municipality may declare itself either a city or a town.

Household Pet - A domesticated animal, such as a dog, cat, bird, rabbit, rodent, or turtle that is traditionally kept in the home for pleasure rather than for commercial purposes and can travel in commercial carriers and be housed in temporary facilities. Household pets do not include reptiles (except turtles), amphibians, fish, insects/arachnids, farm animals (including horses), and animals kept for racing purposes. (FEMA DAP 9523.18)

Immediate Response Zone (IRZ) - The emergency-planning zone immediately surrounding each Army installation. It generally extends to about six miles from the installation's chemical storage area.

Imminent Threat Alert - Warns of a credible, specific, and impending terrorist threat against the United States. Issued by the Secretary, US Department of Homeland Security.

Incident - An occurrence or event, natural or human-caused, which requires an emergency response to protect life or property. Incidents can, for example, include major disasters, emergencies, terrorist attacks, terrorist threats, wildland and urban fires, floods, hazardous materials spills, nuclear accidents, aircraft accidents, earthquakes, hurricanes, tornadoes, tropical storms, war-related disasters, public health and medical emergencies, and other occurrences requiring an emergency response.

Incident Action Plan (IAP) - An oral or written plan containing general objectives reflecting the overall strategy for managing an incident. It may include the identification of operational resources and assignments. It may also include attachments that provide direction and important information for

management of the incident during one or more operational periods.

Incident Command Post (ICP) - The field location at which the primary tactical-level, on-scene incident command functions are performed. The ICP may be collocated with the incident base or other incident facilities and is normally identified by a green rotating or flashing light.

Incident Command System (ICS) - A standardized on-scene emergency management construct specifically designed to provide for the adoption of an integrated organizational structure that reflects the complexity and demands of single or multiple incidents, without being hindered by jurisdictional boundaries. ICS is the combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure, designed to aid in the management of resources during incidents. It is used for all kinds of emergencies and is applicable to small as well as large and complex incidents. ICS is used by various jurisdictions and functional agencies, both public and private, to organize field-level incident management operations.

Incident Commander (IC) - The individual responsible for all incident activities, including the development of strategies and tactics, the ordering, and the release of resources. The IC has overall authority and responsibility for conducting incident operations and is responsible for the management of all incident operations at the incident site.

Incident Management Team (IMT) - The IC and appropriate Command and General Staff personnel assigned to an incident.

Incident Objectives - Statements of guidance and direction necessary for selecting appropriate strategy(s) and the tactical direction of resources. Incident objectives are based on realistic expectations of what can be accomplished when all allocated resources have been effectively deployed. Incident objectives must be achievable and measurable, yet flexible enough to allow strategic and tactical alternatives.

Incident Support Plan (ISP) - Nearly identical to an Incident Action Plan but used for an agency that is in support of an agency / organization that is in Command of an incident.

Individual Assistance (IA) - A section of a disaster response/recovery organization that directs or monitors assistance to families or individuals. There is a designated IA Officer in the organization.

Initial Action - The actions taken by those responders first to arrive at an incident site.

Initial Response - Resources initially committed to an incident.

Initial Response Force (IRF) - An emergency actions organization tasked to provide first response to a CAI at an installation assigned a chemical surety mission or in the public domain. Under the command of the installation commander or the commander of the nearest Army installation, the IRF is composed of command and control elements and emergency teams capable of providing emergency medical services and initiating those actions necessary to prevent, minimize, or mitigate hazards to public health and safety or to the environment.

Integrated Emergency Management System (IEMS) - A system designed to coordinate responses to all of the major hazards that face a community or government; is based on the premise that there are common functions required in all emergency situations (e.g., warning, direction and control, etc.)

Intelligence Officer - The intelligence officer is responsible for managing internal information, intelligence, and operational security requirements supporting incident management activities. These may include information security and operational security activities, as well as the complex task of ensuring that sensitive information of all types (e.g., classified information, law enforcement sensitive information, proprietary information, or export-controlled information) is handled in a way that not only safeguards the information, but also ensures that it gets to those who need access to it to perform their missions effectively and safely.

Joint Information Center (JIC) - A facility established to coordinate all incident-related public information activities. It is the central point of contact for all news media at the scene of the incident. Public information officials from all participating agencies should collocate at the JIC.

Joint Information System (JIS) - Integrates incident information and public information into a cohesive organization designed to provide consistent, coordinated, timely information during crisis or incident operations. The mission of the JIS is to provide a structure and system for developing and delivering coordinated interagency messages; developing, recommending, and executing public information plans and strategies on behalf of the IC; advising the IC concerning public information issues that could affect a response effort; and controlling rumors and inaccurate information that could undermine public confidence in the emergency response effort.

Jurisdiction - A range or sphere of authority. Public agencies have jurisdiction at an incident related to their legal responsibilities and authority. Jurisdictional authority at an incident can be political or geographical (e.g., city, county, Tribal, State, or Federal boundary lines) or functional (e.g., law enforcement, public health).

Leaking Munitions - Munitions from which there has been confirmed detection of chemical agent outside the munitions body or bulk storage container.

Liaison - A form of communication for establishing and maintaining mutual understanding and cooperation.

Liaison Officer - A member of the Command Staff responsible for coordinating with representatives from cooperating and assisting agencies.

Limited Area - The designated area immediately surrounding one or more exclusion areas. Normally, the area between the boundaries of the exclusion areas and the perimeter boundary (such as an inner fence at a storage depot) or inside of a laboratory room where chemical surety material is stored in chemical surety containers.

Local Emergency Operations Plan (LEOP) - The local (jurisdictional) level plan for actions to be taken by government and individuals when disaster threatens or strikes. It consists of assignment of responsibilities to agencies, coordinating instructions, staffing, essential facilities, and general operations common to most major emergencies.

Local Government - The elected officials of each political subdivision (counties, municipalities, and special districts) have responsibility for reducing the vulnerability of people and property to the effects of emergencies and disasters. They should ensure that local governmental agencies are capable of efficient and responsive mobilization of resources in order to protect lives, minimize property loss, and expedite recovery efforts during an emergency or disaster. They should ensure that an Emergency Management Office serves the jurisdiction. The Local Emergency Operations Plan should be prepared based upon a valid hazards and risk analysis. [C.R.S. 24-33.5-707(8)]

Local Warning Point - The facility in a city, town or community which receives warnings over NAWAS and activates the public warning system in its area of responsibility.

Logistics - Providing resources and other services to support incident management.

Logistics Section - The section responsible for providing facilities, services, and material support for the incident.

Major Disaster - As defined under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 USC. 5122), a major disaster is any natural catastrophe (including any hurricane, tornado, storm, high water, wind-driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, or drought), or, regardless of cause, any fire, flood, or explosion, in any part of the United States, which in the determination of the President causes damage of sufficient severity and magnitude to warrant disaster assistance under this Act to supplement the efforts and available resources of States, Tribes, local governments, and disaster relief organizations in alleviating the damage, loss, hardship, or suffering caused thereby.

Management by Objective - A management approach that involves a four-step process for achieving the incident goal. The Management by Objectives approach includes the following: establishing overarching objectives; developing and issuing assignments, plans, procedures, and protocols; establishing specific, measurable objectives for various incident management functional activities and directing efforts to fulfill them, in support of defined strategic objectives; and documenting results to measure performance and facilitate corrective action.

Memorandum of Agreement (MOA) - An agreement document between two or more agencies proscribing reciprocal assistance to be provided upon request (and if available from the supplying agency) and laying out the guidelines under which this assistance will operate.

Memorandum of Understanding (MOU) - see MOA

Mission Essential Functions - activities and tasks that cannot be deferred during an emergency. MEFs must be performed continuously or resumed quickly following a disruption.

Mitigate - To lessen in force or intensity.

Mitigation - The activities designed to reduce or eliminate risks to persons or property or to lessen the actual or potential effects or consequences of an incident. Mitigation measures may be implemented prior to, during, or after an incident. Mitigation measures are often informed by lessons learned from prior incidents. Mitigation involves ongoing actions to reduce exposure to, probability of, or potential

loss from hazards. Measures may include zoning and building codes, floodplain buyouts, and analysis of hazard related data to determine where it is safe to build or locate temporary facilities. Mitigation can include efforts to educate governments, businesses, and the public on measures they can take to reduce loss and injury.

Mobilization - The process and procedures used by all organizations (Federal, State, local, and Tribal) for activating, assembling, and transporting all resources that have been requested to respond to or support an incident.

Multi-Agency Coordination Entity - A multi-agency coordination entity functions within a broader multiagency coordination system. It may establish the priorities among incidents and associated resource allocations, de-conflict agency policies, and provide strategic guidance and direction to support incident management activities.

Multi-Agency Coordination Systems - Multi-agency Coordination Systems provide the architecture to support coordination for incident prioritization, critical resource allocation, communications systems integration, and information coordination. The components of Multi-agency Coordination Systems include facilities, equipment, emergency operation centers (EOCs), specific multi-agency coordination entities, personnel, procedures, and communications. These systems assist agencies and organizations to fully integrate the subsystems of the NIMS.

Multi-Agency Resource Center - The purpose of the Multi - Agency Resource Center is for area agencies and organizations to provide services, and referral to these services, currently available to those in the community, all under one roof.

Multi-Jurisdictional Incident - An incident requiring action from multiple agencies that each have jurisdiction to manage certain aspects of an incident. In ICS, these incidents will be managed under Unified Command.

Mutual-Aid Agreement - Written agreement between agencies and/or jurisdictions that they will assist one another upon request, by furnishing personnel, equipment, and/or expertise in a specified manner.

National - Of a nationwide character, including the Federal, State, local, and Tribal aspects of governance and polity.

National Disaster Medical System - A cooperative, asset-sharing partnership between the US

National Incident Management System (NIMS) - A system mandated by HSPD - 5 that provides a consistent nationwide approach for Federal, State, local, and Tribal governments; the private - sector, and nongovernmental organizations to work effectively and efficiently together to prepare for, respond to, and recover from domestic incidents, regardless of cause, size, or complexity. To provide for interoperability and compatibility among Federal, State, local, and Tribal capabilities, the NIMS includes a core set of concepts, principles, and terminology. HSPD - 5 identifies these as the ICS; Multi - agency Coordination Systems; training; identification and management of resources (including systems for classifying types of resources); qualification and certification; and the collection, tracking, and reporting of incident information and incident resources.

National Response Framework (NRF) - A plan mandated by HSPD - 5 that integrates Federal domestic prevention, preparedness, response, and recovery plans into one all-discipline, all-hazards plan. Replaces the National Response Plan, effective March 2008.

National Terrorism Advisory System - This system replaces the color - coded Homeland Security Advisory System. This new system will more effectively communicate information about terrorist threats by providing timely, detailed information to the public, government agencies, first responders, airports and other transportation hubs, and the private sector. NTAS alerts will only be issued when credible information is available. These alerts will include a clear statement that there is an imminent threat or elevated threat. Using available information, the alerts will provide a concise summary of the potential threat, information about actions being taken to ensure public safety, and recommended steps that individuals, communities, businesses and governments can take to help prevent, mitigate or respond to the threat.

National Warning System (NAWAS) - A communication system from by the Federal Government to provide warning to the population of an attack or other national emergency. Reception is at local and state warning points.

National Weather Services (NWS) - The federal government agencies charged with weather related reporting and projections.

Neutralization - the act of altering the chemical, physical, and toxicological properties to render the chemical agent ineffective for use as intended.

Nongovernmental Organization (NGO) - An entity with an association that is based on interests of its members, individuals, or institutions and that is not created by a government, but may work cooperatively with government. Such organizations serve a public purpose, not a private benefit. Examples of NGOs include faith-based charity organizations and the American Red Cross.

One Hundred-Year Floodplain - The land area adjoining a river, stream, lake, or ocean which is inundated by the 100-year flood. The 100-year flood is the regulatory (base) flood under the National Flood Insurance Program.

Operational Period - The time scheduled for executing a given set of operation actions, as specified in the Incident Action/Support Plan. Operational periods can be of various lengths, although usually not over 24 hours.

Operations Section - The section responsible for all tactical incident operations. In ICS, it normally includes subordinate branches, divisions, and/or groups.

Personnel Accountability - The ability to account for the location and welfare of incident personnel. It is accomplished when supervisors ensure that ICS principles and processes are functional and that personnel are working within established incident management guidelines.

Planning Meeting - A meeting held as needed prior to and throughout the duration of an incident to select specific strategies and tactics for incident control operations and for service and support planning. For larger incidents, the planning meeting is a major element in the development of the

Incident Action/Support Plan (IAP/ISP).

Planning Section - Responsible for the collection, evaluation, and dissemination of operational information related to the incident, and for the preparation and documentation of the IAP/ISP. This section also maintains information on the current and forecasted situation and on the status of resources assigned to the incident.

Political Subdivisions of the State - Is a separate legal entity of a State, which usually has specific governmental functions. The term ordinarily includes a county, city, town, village, or school district, and, in many States, a sanitation, utility, reclamation, drainage, flood control, or similar district." A political subdivision's legal status is governmental.

Preparedness - The range of deliberate, critical tasks and activities necessary to build, sustain, and improve the operational capability to prevent, protect against, respond to, and recover from domestic incidents. Preparedness is a continuous process. Preparedness involves efforts at all levels of government and between government and private-sector and nongovernmental organizations to identify threats, determine vulnerabilities, and identify required resources. Within the NIMS, preparedness is operationally focused on establishing guidelines, protocols, and standards for planning, training and exercises, personnel qualification and certification, equipment certification, and publication management.

Preparedness Organizations - The groups that provide interagency coordination for domestic incident management activities in a non-emergency context. Preparedness organizations can include all agencies with a role in incident management, for prevention, preparedness, response, or recovery activities. They represent a wide variety of committees, planning groups, and other organizations that meet and coordinate to ensure the proper level of planning, training, equipping, and other preparedness requirements within a jurisdiction or area.

Prevention - Actions to avoid an incident or to intervene to stop an incident from occurring. Prevention involves actions to protect lives and property. It involves applying intelligence and other information to a range of activities that may include such countermeasures as deterrence operations; heightened inspections; improved surveillance and security operations; investigations to determine the full nature and source of the threat; public health and agricultural surveillance and testing processes; immunizations, isolation, or quarantine; and, as appropriate, specific law enforcement operations aimed at deterring, preempting, interdicting, or disrupting illegal activity and apprehending potential perpetrators and bringing them to justice.

Private Sector - Organizations and entities that are not part of any governmental structure. It includes for profit and not-for-profit organizations, formal and informal structures, commerce and industry, and private non-profit voluntary organizations to include religious organizations.

Processes - Systems of operations that incorporate standardized procedures, methodologies, and functions necessary to provide resources effectively and efficiently. These include resource typing, resource ordering and tracking, and coordination.

Protective Action Decision (PAD) - Those decisions by State and local officials on what protective action instructions to recommend to the public, based upon hazard information, specific emergency planning zones, recommendations from the Installation Commander, and other information.

Protective Action Recommendation (PAR) - Those initial and subsequent recommendations by the Installation Commander to off-post community officials in response to a CAI. These recommendations may include evacuation, shelter-in-place, and exit shelter-in-place.

Protective Action Zone (PAZ) - A second emergency planning zone beyond the immediate response zone (IRZ). It generally extends to about 18-35 miles from the installation's chemical storage area.

Public Assistance (PA) - The federal financial assistance provided to state and local governments or to eligible private non-profit organizations for disaster-related requirements.

Public Information Officer (PIO) - A member of the Command Staff responsible for interfacing with the public and media or with other agencies with incident-related information requirements.

Publications Management - The publications management subsystem includes materials development, publication control, publication supply, and distribution. The development and distribution of NIMS materials is managed through this subsystem. Consistent documentation is critical to success, because it ensures that all responders are familiar with the documentation used in a particular incident regardless of the location or the responding agencies involved.

Qualification and Certification - This subsystem provides recommended qualification and certification standards for emergency responder and incident management personnel. It also allows the development of minimum standards for resources expected to have an interstate application. Standards typically include training, currency, experience, and physical and medical fitness.

Radio Amateur Civil Emergency Services (RACES) - Volunteer amateur radio operators who support state and local governments with amateur radio transmission support during times of emergencies.

Radiological Defense (RADEF) - The organized effort, through warning, detection, and preventative and remedial measures, to minimize the effect of nuclear radiation on people and resources.

Readiness Phase - A continuous phase that takes place until a chemical event occurs.

Reception Area - This refers to a location separate from staging areas, where resources report for in processing and out-processing. Reception Areas provide accountability, security, situational awareness briefings, safety awareness, distribution of IAP / ISPs, supplies and equipment, and feeding.

Recovery - The development, coordination, and execution of service- and site-restoration plans; the reconstitution of government operations and services; individual, private sector, non-governmental and public-assistance programs to provide housing and to promote restoration; long-term care and treatment of affected persons; additional measures for social, political, environmental, and economic restoration; evaluation of the incident to identify lessons learned; post-incident reporting; and development of initiatives to mitigate the effects of future incidents.

Recovery Phase - A timeline between the response phase and recovery phase is not as distinct as between readiness and response phases. During recovery phase, emergency response forces initiate operations to restore conditions at the CAI site to a technically feasible and acceptable state. Restoration or remedial actions are the primary activities conducted during this phase.

Recovery Plan - A plan developed by a State, local, or Tribal jurisdiction with assistance from responding Federal agencies to restore the affected area.

Recovery Support Function - Comprise the coordinating structure for key functional areas of assistance. Their purpose is to support local governments by facilitating problem solving, improving access to resources and by fostering coordination among State and Federal agencies, nongovernmental partners and stakeholders.

Release - Spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment (including the abandonment or discarding of barrels, containers, and other closed receptacles containing any hazardous substance, pollutant, or contaminant).

Removal - Removal of oil or hazardous substances from the water and shoreline, or taking of such other actions as may be necessary to minimize or mitigate damage to public health, welfare, or the environment. As defined by Section 101(23) of CERCLA, remove or removal means:

Resource Management - Efficient incident management requires a system for identifying available resources at all jurisdictional levels to enable timely and unimpeded access to resources needed to prepare for, respond to, or recover from an incident. Resource management under the NIMS includes mutual-aid agreements; the use of special Federal, State, local, and Tribal teams; and resource mobilization protocols.

Resources - Personnel and major items of equipment, supplies, and facilities available or potentially available for assignment to incident operations and for which status is maintained. Resources are described by kind and type and may be used in operational support or supervisory capacities at an incident or at an EOC.

Resources Unit - Functional unit within the Planning Section responsible for recording the status of resources committed to the incident. This unit also evaluates resources currently committed to the incident, the effects additional responding resources will have on the incident, and anticipated resource needs.

Response - Activities that address the short-term, direct effects of an incident. Response includes immediate actions to save lives, protect property, and meet basic human needs. Response also includes the execution of emergency operations plans and of mitigation activities designed to limit the loss of life, personal injury, property damage, and other unfavorable outcomes. As indicated by the situation, response activities include applying intelligence and other information to lessen the effects or consequences of an incident; increased security operations; continuing investigations into nature and source of the threat; ongoing public health and agricultural surveillance and testing processes; immunizations, isolation, or quarantine; and specific law enforcement operations aimed at preempting, interdicting, or disrupting illegal activity, and apprehending actual perpetrators and bringing them to justice.

Response Phase - The phase initiated at the onset of a chemical event. Emergency response forces take those actions necessary to gain control of the Chemical Accident/Incident (CAI) site to include saving lives, preserving health and safety, containing and rendering safe hazardous materials, protecting the environment, securing Chemical Surety Materials (CSM) and government property, and promoting public confidence in the Army's ability to conduct emergency response operations.

Safety Officer - A member of the Command Staff responsible for monitoring and assessing safety hazards or unsafe situations and for developing measures for ensuring personnel safety.

Search and Rescue (SAR) - An organized mission to locate and remove a person(s) reported as missing. This applies to technical, urban, and wildland.

Section - The organizational level having responsibility for a major functional area of incident management. The section is organizationally situated between the branch and the Incident Command.

Service Animal - Any guide dog, signal dog or other animal individually trained to provide assistance to an individual with a disability including, but not limited to, guiding individuals with impaired vision, alerting individuals with impaired hearing to intruders or sounds, providing minimal protection or rescue work, pulling a wheelchair, or fetching dropped items. (FEMA DAP 9523.18) Dogs are the most common species of service animal, but miniature horses are also recognized as service animals.

Shelter-in-Place - means to take immediate shelter where you are—at home, work, school, or in between. It may also mean "seal the room;" in other words, take steps to prevent outside air from coming in.

Span of Control - The number of individuals a supervisor is responsible for, usually expressed as the ratio of supervisors to individuals. (Under the NIMS, an appropriate span of control is between 1:3 and 1:7.)

Spontaneous Unaffiliated Volunteers (SUV) - refers to spontaneous offers of volunteer assistance by members of the general public and/or private sector wanting to assist in response and recovery efforts who are not affiliated with a COVOAD member agency or other credible organization engaged in response and recovery.

Staging Area - Location established where resources can be placed while awaiting a tactical assignment. The Operations Section manages Staging Areas.

Standard Operating Guidelines (SOG) - A set of instructions or guidelines covering steps or features of operations to promote effective actions.

Standard Operating Procedures (SOP) - A set of instructions having the force of a directive, covering those features of operations, which lend themselves to a definite or standardized procedure without loss of effectiveness.

State - When capitalized, refers to any State of the United States, the District of Columbia, the

State Coordinating Officer (SCO) - (normally the Director for the Office of Emergency Management) serves as the Governor's principal assistant in the coordination and supervision of all activities of state and local government in conducting emergency operations under a gubernatorial and/or Presidential emergency or disaster declaration. The State Coordinating Officer will act in cooperation with the Federal Coordinating Officer (FCO) during a Presidential disaster declaration.

State Division of Homeland Security and Emergency Management (DHSEM) – A division of the Colorado Department of Public Safety.

State Emergency Operations Center (SEOC) - The facility, located in the city of Centennial, from which state emergency / disaster operations are coordinated. This is part of the Center Management System (CMS).

State Emergency Operations Plan (SEOP) - The state level plan for actions to be taken by government and individuals when disaster threatens or strikes. It consists of assignment of responsibilities to state agencies, coordinating instructions, staffing, essential facilities, and general operations common to most major emergencies. Replaced by the 2016 Colorado Hazard and Incident Response and Recovery Plan (CHIRRP).

State Warning Point - Same as Warning Point, with the additional responsibility of supervising and controlling that part of NAWAS which is within the state.

Strategic - Strategic elements of incident management are characterized by continuous long-term, high level planning by organizations headed by elected or other senior officials. These elements involve the adoption of long-range goals and objectives, the setting of priorities; the establishment of budgets and other fiscal decisions, policy development, and the application of measures of performance or effectiveness.

Strategy - The general direction selected to accomplish incident objectives set by the IC.

Strike Team - A set number of resources of the same kind and type that have an established minimum number of personnel.

Sunset Provision - An individual threat alert is issued for a specific time period and then automatically expires. It may be extended if new information becomes available or the threat evolves. Issued by the Secretary, US Department of Homeland Security.

Supporting Technologies - Any technology that may be used to support the NIMS is included in this subsystem. These technologies include ortho-photo mapping, remote automatic weather stations, infrared technology, and communications, among various others. This includes taking any other actions as may be necessary to prevent, minimize, or mitigate damage to public health or welfare, or to the environment, which may otherwise result from a release or threat of release. This term includes security fencing or other measures which limit access, provision of alternative water supplies, temporary evacuation and housing of threatened individuals not otherwise provided for, action taken under section 104(b) of CERCLA, and any emergency assistance that may be provided under the Disaster Relief Act of 1974. Also includes the enforcement activities related thereto.

Task Force - Any combination of resources assembled to support a specific mission or operational need.

Technical Assistance - Support provided to State, local, and Tribal jurisdictions or other agencies, when they have the resources but lack the complete knowledge and skills needed to perform a required activity (such as mobile-home park design and hazardous material assessments).

Terrorism - Under the Homeland Security Act of 2002, terrorism is defined as activity that involves an act dangerous to human life or potentially destructive of critical infrastructure or key resources and is a violation of the criminal laws of the United States or of any State or other subdivision of the United States in which it occurs and is intended to intimidate or coerce the civilian population or influence a government or affect the conduct of a government by mass destruction, assassination, or kidnapping. See Section 2 (15), Homeland Security Act of 2002, Pub. L. 107-296, 116 Stat. 2135 (2002).

Threat - An indication of possible violence, harm, or danger.

Tools - Those instruments and capabilities that allow for the professional performance of tasks, such as information systems, agreements, doctrine, capabilities, and legislative authorities.

Tribal - Any Indian Tribe, band, nation, or other organized group or community, including any Alaskan Native Village as defined in or established pursuant to the Alaskan Native Claims Settlement Act (85 stat. 688) [43 USC.A. and 1601 et seq.], that is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians.

T-Time - The generalized term used to identify a particular point in time based upon a specific situation commencing, such as the time when a natural hazard, technological, or man-made event is initiated. Associated definition is related to the T-Cards used for logging in and out of personnel and equipment

Type - A classification of resources in the ICS that refers to capability. Type 1 is generally considered to be more capable than Types 2, 3, or 4, respectively, because of size; power; capacity; or, in the case of incident management teams, experience and qualifications.

Unified Area Command - A Unified Area Command is established when incidents under an Area Command are multi-jurisdictional. (See Area Command.)

Unified Command - An application of ICS used when there is more than one agency with incident jurisdiction or when incidents cross-political jurisdictions. Agencies work together through the designated members of the UC, often the senior person from agencies and/or disciplines participating in the UC, to establish a common set of objectives and strategies and a single IAP.

Unit - The organizational element having functional responsibility for a specific incident planning, logistics, or finance/administration activity.

Unity of Command - The concept by which each person within an organization reports to one and only one designated person. The purpose of unity of command is to ensure unity of effort under one responsible commander for every objective.

Unsolicited, Undesignated In-Kind Donations - refers to undesignated in-kind donations offered by members of the general public and/or private sector intended to support response and recovery efforts that have not been designated toward a specific agency.

Volunteer - A person who does a job or perform a service for which s/he receives no salary. For purposes of the NIMS, a volunteer is any individual accepted to perform services by the lead agency, which has authority to accept volunteer services, when the individual performs services without promise, expectation, or receipt of compensation for services performed. See, e.g., 16 US C. 742f(c) and 29 CFR 553.101.

Weapons of Mass Destruction (WMD) - (Title 18, USC. 2332a) Any destructive device as defined in Section 921 of this title, (which reads) Any explosive, incendiary, or poison gas, bomb, grenade, rocket having a propellant charge of more than four ounces, missile having an explosive or incendiary charge of more than one-quarter ounce, mine or device similar to the above; (2) poison gas; (3) any weapon involving a disease organism; or (4) any weapon that is designed to release radiation or radioactivity at a level dangerous to human life.

WebPuff - an automated information system jointly used by U.S Army (on-post) and civilian (off-post) jurisdictions. The purpose of WebPuff™ is to make a sufficiently detailed and reliable prediction of the effects of a chemical agent release enabling informed decisions as to whether the surrounding population should seek shelter, evacuate, or do nothing in response to the event. WebPuff consists of server applications and associated data and workstations running a web browser. Using the browser, users have full-functional capabilities to create and publish scenarios, protective action recommendation and decisions, daily work plans, logs, and status boards. The on-post depot EOC coordinates with off-post EOCs in surrounding counties as well as State operations centers.

ZULU Time - mean solar time at the zero meridian of Greenwich, England, used as the basis for standard time throughout the world. Mountain Standard Time is usually Zulu minus 7 hours and during Daylight Savings Time – Zulu minus 6 hours.

ACRONYMS

ACP	Access Control Point
ADAD	Alcohol and Drug Abuse Division
AFB	Air Force Base
AFN	Access and Functional Needs
ANG	Air National Guard
APHIS	Animal and Plant Health Inspection Service

ARC	American Red Cross
ARES	Amateur Radio Emergency Services
ANG	Army National Guard
Aux Com	Auxiliary Communications
BEOC	Colorado Business Emergency Operations Center
CADRE	Community Agency Disaster Relief Effort
CAO	Chief Administrative Officer
CAT	Crisis Action Team
CBI	Colorado Bureau of Investigation (CDPS)
DOA	Department of Agriculture (Colorado)
CDC	Center for Disease Prevention and Control
CDEM	Colorado Department of Emergency Management
CDHS	Colorado Department of Human Services
CDNR	Colorado Department of Natural Resources
CDOT	Colorado Department of Transportation
CDPHE	Colorado Department of Public Health and Environment
CDPS	Colorado Department of Public Safety
CEO	Colorado Energy Office
CEOC	County Emergency Operations Center
CERCLA	Comprehensive Environmental Response Compensation and Liability Act
CGS	Colorado Geologic Survey
CHIRRP	Colorado Hazard and Incident Response and Recovery Plan
CMHC	Community Mental Health Center
CIAC	Colorado Information Analysis Center (DHSEM / CDPS)
CIO	Chief Information Officer
CMAS	Commercial Mobile Alert System
CMO	Chief Medical Officer
CMS	Center Management System
CoCERN	Colorado Crisis Education and Response Network
COG	Continuity of Government Plan
COVOAD	Colorado Voluntary Organizations Active in Disaster

CSP	Colorado State Patrol
CSRB	Colorado Search and Rescue Board
EM	Emergency Manager
ESA	Essential Supporting Activities
EOC	Emergency Operations Plan
GAR	Governor's Authorized Representative
GEERC	Governor's Expert Emergency Epidemic Response Committee
FEMA	Federal Emergency Management Agency
HAN	Health Alert Network
HICS	Hospital Incident Command System
HSAC	Homeland Security and All - Hazards Senior Advisory Committee
IAIP	Information Analysis and Infrastructure Protection (DHS)
IAP	Incident Action Plan
IC	Incident Commander
ICC	Incident Command Center
ICS	Incident Command System
IM	Incident Management
IMT	Incident Management Team
IPAWS	Integrated Public Alert and Warning System
ISP	Incident Support Plan
JFO	Joint Field Office (FEMA)
JIC	Joint Information Center
JIS	Joint Information System
JOC	Joint Operations Center
MEF	Mission Essential Function
RMCC	Rocky Mountain Coordination Center (State Forest Service)
ROSS	Resource Ordering and Status System
RRCC	Regional Response Coordination Center (FEMA)
RSF	Recovery Support Function
RTAC	Regional EMS / Trauma Advisory Council
SAR	Search and Rescue

SCO	State Coordinating Officer
SEOC	State Emergency Operations Center
SITREP	Situation Report
JIC	Joint Information Center
SFO	Senior Federal Official
SFS	State Forest Service
SNS	Strategic National Stockpile
SOP	Standard Operating Procedure
TOC	Traffic Operations Center (CDOT)
TSA	The Salvation Army
UCS	Unified Command System
US&R	Urban Search and Rescue
WCDPH&E	Weld County Department of Public Health and Environment
WCSO	Weld County Sheriff's Office
WHO	World Health Organization
WMD	Weapon(s) of Mass Destruction
WSFR	Windsor/Severance Fire Rescue
SOP	Standard Operating Procedure
TOC	Traffic Operations Center (CDOT)
TSA	The Salvation Army
UCS	Unified Command System

ANNEXES

Annex A -Donations Management

Definition: Determine needs and establish a means to collect, receive, account for, store, manage, distribute, and dispose of donated goods, services, funds, and materials.

Activation Criteria: The Town Manager will coordinate activation of this annex in support of ESF 7- Logistics and resources, to ensure the effective management of donations.

Lead Agency (Unified): Town of Severance Emergency Management (ESF 5-Logistics and Resources),

Supporting Agencies: Severance Police Department, Weld County Volunteer Organizations Active in Disasters (WCVOAD), Schools, and Churches.

Roles and Responsibilities: This ESF will coordinate the definition of needs, solicitation, receipt, storage, distribution, and documentation of donated goods in support of field operations and general recovery activities/needs of the public.

Donations Management

1. Open a Donations Management Log (Mayor, Council Members)
2. Work with ESFs 5/6/7 to determine potential donation needs (Mayor, Council Members)
3. Establish donations guidelines for the public (Mayor, Council Members, Town Attorney)
 - a. What is needed/requested
 - b. Where should donations be delivered
 - c. When are donations being accepted
 - d. Condition requirements of donations
4. Coordinate the release of guidance to the public with ESF-15a (Mayor, Council Members. WCSO/PIO)
5. Establish donation acceptance locations (Mayor, Council Members)
6. Coordinate site staffing and logistics (Mayor, Council Members)
7. Liaise with site staff to maintain situation awareness of available donation needs (Mayor, EM)
8. Coordinate delivery support with ESF 1/5/7 and appropriate ICS staff (Mayor, Emergency Manager, Town Clerk)
9. Track all donations activities and provide an update during the periodic EOC situation briefing and for the Situation Report. (Mayor, Council Members, Finance Director)

Annex B – Volunteer Management

Definition: Determine the needs and roles for organized and spontaneous volunteers. Coordinate the supervision, direction, documentation, care, feeding and safety of volunteers.

Activation Criteria: The Town Administrator or his designee will activate this annex as needed under ESF 7-Logistics and Resources.

Lead Agency (Lead): Town of Severance Emergency Management

Supporting Agencies: Mayor, Council Members, WCSO Members, Emergency Management, WCSO, and Weld County Volunteers Active in Disasters.

Roles and Responsibilities: This ESF will coordinate the efforts of organized and spontaneous volunteers to assist community disaster response, mitigation, and recovery effort.

Volunteer Management

1. Coordination Log (Mayor, Council Members)
2. Work with ESFs 5/6/7 to determine potential needs for volunteers (Mayor, Council Members)
3. Review legal/liability issues related to the use of spontaneous volunteers and volunteer organizations (Mayor, Town Attorney)
4. Establish Guidelines for volunteers
 - a. What is needed/requested?
 - b. Where should volunteers report (designate a Volunteer Assembly Point)?
 - c. What tools, equipment, supplies should they bring?
5. Coordinate requests for volunteers and the distribution of volunteer guidance with the Public Information Officer/Joint Information Center (Mayor, Council Members)
6. Designate volunteer team coordinator(s) (Mayor, Incident Commander, Weld County Volunteers Active in Disaster)
7. Document volunteers (name, contact information, reporting/departing time, assignment, team, and supervisor) (Mayor, designated volunteer coordinator)
8. Consider logistics needs of volunteers (Incident Commander, Mayor, Volunteer Coordinator)
9. Document resources and costs associated with volunteer activities. (Mayor, Town Clerk)
10. Document and report volunteer numbers and activities. (Emergency Manager)

Annex C – Special Needs Populations

Definition: Citizens who are unable to independently take protective actions of sheltering in place or evacuation will be considered to have special needs. This annex provides general guidance for the preparedness of this population and response efforts to assist them and their care-givers.

Activation Criteria: The Town Administrator or his designee will activate this annex as needed.

Lead Agency: Emergency Manager or designee

Supporting Agencies: WCSO, Windsor/Severance Fire Rescue, UCHealth EMS services, WCVOAD

Roles and Responsibilities: Responsibility for the safety of special needs populations is a partnership between their primary care-giver/guardian, and public safety agencies supported by service and volunteer organizations. The following table outlines roles and responsibilities to prepare and assist special needs populations and facilities.

Responsible Party	Timing	Action
Town of Severance Administration	Pre-Disaster/Annual Update	Public outreach and education effort to the special needs population and their caregivers about sheltering –in-place, evacuation, warning, and communications planning. (Guidance and checklist can be developed and provided)
WCSO Dispatch	Pre-Disaster/Annual Update	Maintain registration of special needs facilities and homes based on information provided by this population or their caregivers.
Individual/Guardian/Care Provider	Pre-Disaster/Annual Update	Provide information to WCSO Dispatch about your special needs.
Individual/Guardian/Care Provider	Pre-Disaster/Annual Update	Evaluate shelter-in-place supplies/kits, evacuation, warning, and communication planning,
Individual/Guardian/Care Provider	Pre-Disaster/Annual Update	Establish a support network with family, friends, and community service organizations to request assistance as needed for disaster preparedness and response.
Special Needs Facilities	Pre-Disaster/Annual Update	Establish a support network with like facilities to coordinate disaster response and recovery partnerships. Pre-plan evacuation efforts, resources and locations.



AGENDA ITEM SUMMARY

AGENDA ITEM	SUBMITTED BY	PRESENTED BY
Pg 342 - Resolution 2023-19R: A Resolution of the Town council of the Town of Severance, Colorado, Providing of Additional Appropriations in Fiscal Year 2023 of Water Infrastructure Impact Fees for the Water Tank Project	Nancy Mueller, Finance Director	Nancy E. Mueller, CPA
ACTION REQUESTED		
Staff asks that the Town Council review the resolution to appropriate additional Water Infrastructure Impact Fees from the Water Fund • Approve Resolution 2023-19R • Approve Resolution 2023-19R with Modifications • Take no action		<u>Resolution</u>
BRIEF SUMMARY		
In order to expedite the Water Tank project, grant funding originally identified for the project will be redirected to a different water project. The appropriation of additional Water Infrastructure Impact Fees will allow the Water Tank project to move forward.		
PUBLIC SUPPORT/CONCERN		
None at this time.		
ANALYSIS AND RECOMMENDATION		
Town Staff recommends the Board approve Resolution 2023-19R to follow State guidelines to approve appropriations for budget amendments.		
MATERIALS SUBMITTED		
The following materials were submitted and included in this packet: 1. 2023-19R Additional Appropriation for Water Tank		

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
SEVERANCE, COLORADO, PROVIDING OF ADDITIONAL
APPROPRIATIONS IN FISCAL YEAR 2023 OF WATER
INFRASTRUCTURE IMPACT FEES FOR THE WATER TANK PROJECT**

Water Fund Balance	Amount
Water Infrastructure Impact Fees	1,732,628

Section 2. The following modifications to budget expenditures for Fiscal Year 2023 as set forth below are hereby approved:

Expenditures by Project and Fund:

Project #	Project Title	Account Title	Account #	Amount
WW-2101	Water Tank	Construction	51-83-7500	1,732,628

TOTAL EXPENDITURES: \$1,732,628

RESOLVED AND PASSED THIS 28th DAY OF MARCH 2023.

TOWN OF SEVERANCE, COLORADO

Matthew Fries, Mayor

ATTEST:

Leah Vanarsdall, MMC, Town Clerk



AGENDA ITEM SUMMARY

AGENDA ITEM	SUBMITTED BY	PRESENTED BY
Pg 345 - Resolution 2023-20R : A Resolution of the Town Council of the Town of Severance, Colorado, Providing of Appropriations in Fiscal Year 2023 for Additional Fund Transfers and Appropriation of Additional Revenue	Nancy Mueller, Finance Director	Nancy E. Mueller, CPA
ACTION REQUESTED		
Town Staff asks that the Town Council review the resolution to appropriate revenues and fund balance • Approve Resolution 2023-20R • Approve Resolution 2023-20R with Modifications • Take no action		<u>Resolution</u>
BRIEF SUMMARY		
Staff is requesting that the Town Board review the proposed courses of action and discuss the following items: • Appropriate funds transfer from the General Fund to the Stormwater Fund under an interfund loan for the purchase of the new Street Sweeper • Appropriate additional Stormwater revenues for the repayment of the General Fund to Stormwater Fund for the interfund loan.		
PUBLIC SUPPORT/CONCERN		
None at this time.		
ANALYSIS AND RECOMMENDATION		
Town Staff recommends the Council approve Resolution 2023-20R to follow State guidelines on fund transfers and to provide funding for the repayment of the General Fund to Stormwater Fund interfund loan.		
MATERIALS SUBMITTED		
The following materials were submitted and included in this packet: 1. 2023-20R Interfund Loan and Budget Appropriation Resolution 2. 2023 GF to SW Fund Interfund Loan Amortization Schedule		

RESOLUTION NO. 2023-20R

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SEVERANCE, COLORADO, PROVIDING OF APPROPRIATIONS IN FISCAL YEAR 2023 FOR ADDITIONAL FUND TRANSFERS AND APPROPRIATION OF ADDITIONAL REVENUE.

WHEREAS, the Town has Council desired to provide for an interfund loan from the General Fund to the Stormwater Fund for purposes of the purchase of a Street Sweeper; and

WHEREAS, the Town desires to appropriate the transfer of funds from the General Fund to the Stormwater Fund; and

WHEREAS, the Town must provide the funding for repayment of the interfund loan; and

WHEREAS, the Town needs to appropriate additional anticipated revenue to supplement budget available for the 2023 interfund loan payments; and

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

WHEREAS, the Town Council desires to modify appropriations and to authorize the expenditure of certain funds by enacting a supplemental budget appropriation to the 2023 Town budget.

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

Section 1. The following modifications to unencumbered appropriation balances for Fiscal Year 2023 as set forth below are hereby approved:

A. Appropriation of Fund Transfers from Other Funds (Revenue):

Stormwater Fund Transfers From Other Funds	53-36-1000	\$ 40,000
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B. Appropriation of Fund Transfers from Other Funds (Revenue):

General Fund Transfers From Other Funds	10-39-1000	\$ 8,203
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C. Appropriation of Additional Revenues for 2023 Interfund Loan Payments

Stormwater Fees	53-34-1000	\$ 2,006
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TOTAL FUNDS TO BE APPROPRIATED:

\$50,209

Section 2. The following modifications to budget expenditures for Fiscal Year 2023 as set forth below are hereby approved:

A. Appropriation of Fund Transfers Out to Other Funds (Expenditure):

General Fund Transfer Out/To Other Funds	10-90-9011	\$ 40,000
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B. Appropriation of Fund Transfers Out to Other Funds (Expenditure):

Stormwater Transfer Out/To Other Funds	53-90-9010	\$ 8,203
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C. Appropriation of Additional Expenditures for 2023 Interfund Loan Payments

Interfund Loan - Principal	53-82-8100	\$ 1,827
Interfund Loan - Interest	53-82-8101	\$ 179

TOTAL EXPENDITURES:

\$50,209

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

RESOLVED AND PASSED THIS 28th DAY OF MARCH, 2023.

TOWN OF SEVERANCE, COLORADO

Matthew Fries, Mayor

ATTEST:

Leah Vanarsdall, MMC, Town Clerk



2023 Town of Severance Interfund Loan Amortization Schedule

Repayment from Stormwater Fund to General Fund

for Purchase of Street Sweeper

Loan amount	\$40,000.00	Scheduled payment	\$745.72
Annual interest rate	4.50%	Scheduled number of payme	60
Loan period in years	5	Actual number of payments	60
Number of payments per year	12	Total early payments	\$0.00
Start date of loan	2/25/2023	Total interest	\$4,743.25

Optional extra payments \$0.00 **Lender name** General Fund

Payment Number	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
1	2/25/2023	\$40,000.00	\$745.72	\$0.00	\$745.72	\$595.72	\$150.00	\$39,404.28	\$150.00
2	3/25/2023	\$39,404.28	\$745.72	\$0.00	\$745.72	\$597.95	\$147.77	\$38,806.32	\$297.77
3	4/25/2023	\$38,806.32	\$745.72	\$0.00	\$745.72	\$600.20	\$145.52	\$38,206.13	\$443.29
4	5/25/2023	\$38,206.13	\$745.72	\$0.00	\$745.72	\$602.45	\$143.27	\$37,603.68	\$586.56
5	6/25/2023	\$37,603.68	\$745.72	\$0.00	\$745.72	\$604.71	\$141.01	\$36,998.97	\$727.58
6	7/25/2023	\$36,998.97	\$745.72	\$0.00	\$745.72	\$606.97	\$138.75	\$36,392.00	\$866.32
7	8/25/2023	\$36,392.00	\$745.72	\$0.00	\$745.72	\$609.25	\$136.47	\$35,782.75	\$1,002.79
8	9/25/2023	\$35,782.75	\$745.72	\$0.00	\$745.72	\$611.54	\$134.19	\$35,171.21	\$1,136.98
9	10/25/2023	\$35,171.21	\$745.72	\$0.00	\$745.72	\$613.83	\$131.89	\$34,557.38	\$1,268.87
10	11/25/2023	\$34,557.38	\$745.72	\$0.00	\$745.72	\$616.13	\$129.59	\$33,941.25	\$1,398.46
11	12/25/2023	\$33,941.25	\$745.72	\$0.00	\$745.72	\$618.44	\$127.28	\$33,322.81	\$1,525.74
12	1/25/2024	\$33,322.81	\$745.72	\$0.00	\$745.72	\$620.76	\$124.96	\$32,702.05	\$1,650.70
13	2/25/2024	\$32,702.05	\$745.72	\$0.00	\$745.72	\$623.09	\$122.63	\$32,078.96	\$1,773.33
14	3/25/2024	\$32,078.96	\$745.72	\$0.00	\$745.72	\$625.42	\$120.30	\$31,453.54	\$1,893.63
15	4/25/2024	\$31,453.54	\$745.72	\$0.00	\$745.72	\$627.77	\$117.95	\$30,825.77	\$2,011.58
16	5/25/2024	\$30,825.77	\$745.72	\$0.00	\$745.72	\$630.12	\$115.60	\$30,195.64	\$2,127.18
17	6/25/2024	\$30,195.64	\$745.72	\$0.00	\$745.72	\$632.49	\$113.23	\$29,563.16	\$2,240.41
18	7/25/2024	\$29,563.16	\$745.72	\$0.00	\$745.72	\$634.86	\$110.86	\$28,928.30	\$2,351.27
19	8/25/2024	\$28,928.30	\$745.72	\$0.00	\$745.72	\$637.24	\$108.48	\$28,291.06	\$2,459.75
20	9/25/2024	\$28,291.06	\$745.72	\$0.00	\$745.72	\$639.63	\$106.09	\$27,651.43	\$2,565.84
21	10/25/2024	\$27,651.43	\$745.72	\$0.00	\$745.72	\$642.03	\$103.69	\$27,009.40	\$2,669.54
22	11/25/2024	\$27,009.40	\$745.72	\$0.00	\$745.72	\$644.44	\$101.29	\$26,364.97	\$2,770.82
23	12/25/2024	\$26,364.97	\$745.72	\$0.00	\$745.72	\$646.85	\$98.87	\$25,718.11	\$2,869.69
24	1/25/2025	\$25,718.11	\$745.72	\$0.00	\$745.72	\$649.28	\$96.44	\$25,068.84	\$2,966.13
25	2/25/2025	\$25,068.84	\$745.72	\$0.00	\$745.72	\$651.71	\$94.01	\$24,417.12	\$3,060.14
26	3/25/2025	\$24,417.12	\$745.72	\$0.00	\$745.72	\$654.16	\$91.56	\$23,762.97	\$3,151.71
27	4/25/2025	\$23,762.97	\$745.72	\$0.00	\$745.72	\$656.61	\$89.11	\$23,106.36	\$3,240.82
28	5/25/2025	\$23,106.36	\$745.72	\$0.00	\$745.72	\$659.07	\$86.65	\$22,447.29	\$3,327.47
29	6/25/2025	\$22,447.29	\$745.72	\$0.00	\$745.72	\$661.54	\$84.18	\$21,785.74	\$3,411.64
30	7/25/2025	\$21,785.74	\$745.72	\$0.00	\$745.72	\$664.02	\$81.70	\$21,121.72	\$3,493.34
31	8/25/2025	\$21,121.72	\$745.72	\$0.00	\$745.72	\$666.51	\$79.21	\$20,455.20	\$3,572.55
32	9/25/2025	\$20,455.20	\$745.72	\$0.00	\$745.72	\$669.01	\$76.71	\$19,786.19	\$3,649.25
33	10/25/2025	\$19,786.19	\$745.72	\$0.00	\$745.72	\$671.52	\$74.20	\$19,114.67	\$3,723.45
34	11/25/2025	\$19,114.67	\$745.72	\$0.00	\$745.72	\$674.04	\$71.68	\$18,440.63	\$3,795.13
35	12/25/2025	\$18,440.63	\$745.72	\$0.00	\$745.72	\$676.57	\$69.15	\$17,764.06	\$3,864.28
36	1/25/2026	\$17,764.06	\$745.72	\$0.00	\$745.72	\$679.11	\$66.62	\$17,084.95	\$3,930.90
37	2/25/2026	\$17,084.95	\$745.72	\$0.00	\$745.72	\$681.65	\$64.07	\$16,403.30	\$3,994.97
38	3/25/2026	\$16,403.30	\$745.72	\$0.00	\$745.72	\$684.21	\$61.51	\$15,719.09	\$4,056.48
39	4/25/2026	\$15,719.09	\$745.72	\$0.00	\$745.72	\$686.77	\$58.95	\$15,032.32	\$4,115.43
40	5/25/2026	\$15,032.32	\$745.72	\$0.00	\$745.72	\$689.35	\$56.37	\$14,342.97	\$4,171.80
41	6/25/2026	\$14,342.97	\$745.72	\$0.00	\$745.72	\$691.93	\$53.79	\$13,651.03	\$4,225.58
42	7/25/2026	\$13,651.03	\$745.72	\$0.00	\$745.72	\$694.53	\$51.19	\$12,956.50	\$4,276.78
43	8/25/2026	\$12,956.50	\$745.72	\$0.00	\$745.72	\$697.13	\$48.59	\$12,259.37	\$4,325.36
44	9/25/2026	\$12,259.37	\$745.72	\$0.00	\$745.72	\$699.75	\$45.97	\$11,559.62	\$4,371.34
45	10/25/2026	\$11,559.62	\$745.72	\$0.00	\$745.72	\$702.37	\$43.35	\$10,857.25	\$4,414.68
46	11/25/2026	\$10,857.25	\$745.72	\$0.00	\$745.72	\$705.01	\$40.71	\$10,152.24	\$4,455.40
47	12/25/2026	\$10,152.24	\$745.72	\$0.00	\$745.72	\$707.65	\$38.07	\$9,444.59	\$4,493.47
48	1/25/2027	\$9,444.59	\$745.72	\$0.00	\$745.72	\$710.30	\$35.42	\$8,734.29	\$4,528.89
49	2/25/2027	\$8,734.29	\$745.72	\$0.00	\$745.72	\$712.97	\$32.75	\$8,021.32	\$4,561.64
50	3/25/2027	\$8,021.32	\$745.72	\$0.00	\$745.72	\$715.64	\$30.08	\$7,305.68	\$4,591.72
51	4/25/2027	\$7,305.68	\$745.72	\$0.00	\$745.72	\$718.32	\$27.40	\$6,587.36	\$4,619.12
52	5/25/2027	\$6,587.36	\$745.72	\$0.00	\$745.72	\$721.02	\$24.70	\$5,866.34	\$4,643.82

Payment Number	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
53	6/25/2027	\$5,866.34	\$745.72	\$0.00	\$745.72	\$723.72	\$22.00	\$5,142.62	\$4,665.82
54	7/25/2027	\$5,142.62	\$745.72	\$0.00	\$745.72	\$726.44	\$19.28	\$4,416.18	\$4,685.10
55	8/25/2027	\$4,416.18	\$745.72	\$0.00	\$745.72	\$729.16	\$16.56	\$3,687.02	\$4,701.66
56	9/25/2027	\$3,687.02	\$745.72	\$0.00	\$745.72	\$731.89	\$13.83	\$2,955.13	\$4,715.49
57	10/25/2027	\$2,955.13	\$745.72	\$0.00	\$745.72	\$734.64	\$11.08	\$2,220.49	\$4,726.57
58	11/25/2027	\$2,220.49	\$745.72	\$0.00	\$745.72	\$737.39	\$8.33	\$1,483.09	\$4,734.90
59	12/25/2027	\$1,483.09	\$745.72	\$0.00	\$745.72	\$740.16	\$5.56	\$742.93	\$4,740.46
60	1/25/2028	\$742.93	\$745.72	\$0.00	\$742.93	\$740.15	\$2.79	\$0.00	\$4,743.25



AGENDA ITEM SUMMARY

AGENDA ITEM	SUBMITTED BY	PRESENTED BY
Pg 250 - Resolution 2023-21R: A Resolution of the Town Council of the Town of Severance, Colorado, approving an agreement between the Town of Severance and Coulson Excavating Company, Inc. regarding the Weld County Road 23/CO Highway 392 Intersection Improvements Project;	Abdul Barzak, Town Planner	Abdul Barzak, Town Planner & Chris Messersmith, Town Engineer
ACTION REQUESTED		
Community and Economic Development, Engineering, and Town Management ask that the Severance Town Council review, discuss, and take action on the State Highway 392 & Weld County Road 23 Intersection Improvements Construction Contract selection. Actions that may be taken: 1. Approve Resolution 2023-21R, awarding the project to Coulson Excavating Company Inc., the responsible bidder that submitted the lowest responsive bid, and allow Town Manager to sign and manage. Subject to the conditions listed therein. 2. Take no action		<u>Resolution</u> <u>Discussion</u> <u>Action Requested</u> <u>Attorney Approved</u>
BRIEF SUMMARY		
At the direction of the Town Council, the Town of Severance has issued an RFB for construction of the State Highway 392 – Weld County Road 23 Intersection Improvements project. On Friday, March 10th, four (4) contractors submitted bids Coulson Excavating Company, Inc. is the responsible bidder that submitted the lowest responsive bid. As indicated in packet items following Town Council action CDOT will need to provide Concurrence for Construction, Notice to Proceed, and a Notice of Award. Community and Economic Development and Town Engineering staff will provide a brief presentation tonight.		
PUBLIC SUPPORT/CONCERN		
Residents have reached out to Town staff and Town Management regarding safety at this intersection and have expressed the desire for improvements to be made.		
ANALYSIS AND RECOMMENDATION		
Coulson Excavating Company, Inc. is the responsible bidder that submitted the lowest responsive bid. Additional information with the bid included current projects, past projects, grant-funded projects, and Notification of Prequalification for CDOT. Colorado Civil Group reached out to seven (7) contacts to obtain referral information for Coulson Excavating Company, Inc. and Lumin8 Transportation Technologies, the traffic signal Sub-Contractor. As of March 17, 2023, six (6) of the contacts provided referral comments and general feedback, which were all positive. Community and Economic		

Development, Town Engineering, and Town Management recommend that the Town Council approve Resolution 2023-21R and award the contract to the responsible bidder that submitted the lowest responsive bid, Coulson Excavating Company, Inc, and allow the Town Manager to sign and manage.

MATERIALS SUBMITTED

The following materials were submitted and included in this packet:

1. CO392/WCR23 Intersection Improvements Project Bid Recommendation Memo
2. Resolution 2023-21R

TO: Mr. Nicholas Wharton, Severance Town Manager
Ms. Lindsay Radcliff Coombes, Severance Deputy Town Manager
Mr. Bill Cornelius, Severance Community & Economic Development Director
Mr. Abdul Barzak, Severance Town Planner
Ms. Nancy Mueller, Severance Financial Director

FROM: Chris Messersmith, Colorado Civil Group, Inc., Town Engineer
Shar Shadowen, Colorado Civil Group, Inc., Project Manager

DATE: March 20, 2023

SUBJECT: Bid Results and Recommendation: CO Hwy 392 & WCR 23 Intersection Improvements

PROJECT NO: 0042.0511.00

On Tuesday, February 27, 2023, the Town of Severance held a mandatory Pre-Bid Conference for the CO Hwy 392 & WCR 23 Intersection Improvement project, which was publicly advertised. Five potential bidders attended the mandatory Pre-Bid Conference which included Contractors and Sub-Contractors. Four (4) contractors submitted bids on Friday, March 10, 2023. All bids included the items below and met the submission requirements:

- SECTION 00 41 00 BID FORM FOR CONSTRUCTION CONTRACT
- SECTION 00 43 13 BID BOND (PENAL SUM FORM)
- CDOT FORM 606
- CDOT CONTRACTOR PRE-QUALIFICATION
- QUALIFICATIONS STATEMENT
- ATTENDED PRE-BID CONFERENCE

COULSON EXCAVATING COMPANY INC. is the responsible bidder that submitted the lowest responsive bid. Additional information with the bid included current projects, past projects, grant funded projects and Notification of Prequalification for CDOT. CCG reached out to seven (7) contacts to obtain referral information for COULSON EXCAVATING COMPANY, INC. and LUMIN8 TRANSPORTATION TECHNOLOGIES, the traffic signal Sub-Contractor. As of March 17, 2023, six (6) of the contacts provided referral comments and general feedback, which was all positive. Additional information can be provided at the Town Council meeting.

The anticipated OVERALL PROJECT SCHEDULE and milestones are listed below:

TOWN COUNCIL MEETING:	MARCH 28, 2023
CDOT CONCURRENCE FOR CONSTRUCTION:	~APRIL 7, 2023
NOTICE OF AWARD / NOTICE TO PROCEED:	~APRIL 12, 2023
 SUBSTANTIAL COMPLETION:	 JULY 28, 2023
FINAL COMPLETION:	AUGUST 11, 2023
PROJECT CLOSEOUT WITH CDOT	NOVEMBER 30, 2023

A BID TABULATION SUMMARY that compares the bids and the Opinion of Probable Cost has been prepared. In addition, we have prepared a PROJECT BUDGET SUMMARY. Both of these items are included as a reference.

The Town was awarded \$625,000 in grant funding through CDOT FASTER Safety funds. A State of Colorado Intergovernmental Agreement was executed, and Town staff has been actively coordinating with CDOT to ensure the Town meets the requirements of the grants. Below is a budget summarizing the funding.

BUDGET

APPROVED PROJECT BUDGET:

TOWN FUNDS (TRANSPORTATION IMPACT FEES)	\$ 1,235,298.00
GRANT FUNDING (CDOT FASTER SAFETY FUNDS)	\$ 625,000.00
TOTAL	\$ 1,860,298.00

CONTRACT AMOUNT

COULSON EXCAVATING COMPANY INC.	\$ 1,378,432.80
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As Coulson Excavating Company Inc. is the responsible bidder that submitted the lowest responsive bid, we recommend that the CO Hwy 392 & WCR 23 Intersection Improvement project be awarded to this Contractor and that Town staff coordinate with CDOT to finalize the contract documents. The Total Project Estimated Costs are \$1,896,966.80, which exceed the Approved Project Budget by \$36,668.80. This estimated excess amount of \$36,668.80 can be allocated to this project, if and when necessary.

Attached to this memorandum are the following items:

- BID TABULATION SUMMARY
- PROJECT BUDGET SUMMARY

TOWN OF SEVERANCE
CO HWY 392 AND WCR 23 INTERSECTION IMPROVEMENTS

BID TABULATION SUMMARY

CONTRACT ITEM NUMBER	CONTRACT ITEM	APPROX. QUANTITY	UNIT	COULSON EXCAVATING		MARTIN MARIETTA		CONNELL RESOURCES		DURAN EXCAVATING		HORROCKS, INC ENGINEER'S ESTIMATE	
				UNIT COST	COST	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST
201-00000	CLEARING AND GRUBBING	1	LS	\$ 15,500.00	\$ 15,500.00	\$ 8,975.00	\$ 8,975.00	\$ 5,225.00	\$ 5,225.00	\$ 8,800.00	\$ 8,800.00	\$10,000.00	\$ 10,000.00
202-00037	REMOVAL OF END SECTION	2	EA	\$ 410.00	\$ 820.00	\$ 332.00	\$ 664.00	\$ 860.00	\$ 1,720.00	\$ 297.00	\$ 594.00	\$1,500.00	\$ 3,000.00
202-00090	REMOVAL OF DELINEATOR	17	EA	\$ 21.00	\$ 357.00	\$ 22.00	\$ 374.00	\$ 35.00	\$ 595.00	\$ 65.00	\$ 1,105.00	\$20.00	\$ 340.00
202-00220	REMOVAL OF ASPHALT MAT	1706	SY	\$ 11.00	\$ 18,766.00	\$ 22.50	\$ 38,385.00	\$ 9.75	\$ 16,633.50	\$ 12.00	\$ 20,472.00	\$10.00	\$ 17,060.00
202-00240	REMOVAL OF ASPHALT MAT (PLANING)	60	SY	\$ 24.00	\$ 1,440.00	\$ 66.00	\$ 3,960.00	\$ 22.50	\$ 1,350.00	\$ 60.00	\$ 3,600.00	\$127.00	\$ 7,620.00
202-00250	REMOVAL OF PAVEMENT MARKING	2835	SF	\$ 4.40	\$ 12,474.00	\$ 3.00	\$ 8,505.00	\$ 3.40	\$ 9,639.00	\$ 4.00	\$ 11,340.00	\$5.00	\$ 14,175.00
202-00810	REMOVAL OF GROUND SIGN	3	EA	\$ 255.00	\$ 765.00	\$ 277.00	\$ 831.00	\$ 440.00	\$ 1,320.00	\$ 385.00	\$ 1,155.00	\$150.00	\$ 450.00
202-00821	REMOVAL OF SIGN PANEL	4	EA	\$ 210.00	\$ 840.00	\$ 222.00	\$ 888.00	\$ 325.00	\$ 1,300.00	\$ 495.00	\$ 1,980.00	\$75.00	\$ 300.00
202-04002	CLEAN CULVERT	2	EA	\$ 1,900.00	\$ 3,800.00	\$ 2,255.00	\$ 4,510.00	\$ 1,115.00	\$ 2,230.00	\$ 2,002.00	\$ 4,004.00	\$5,000.00	\$ 10,000.00
203-00000	UNCLASSIFIED EXCAVATION	2604	CY	\$ 26.00	\$ 67,704.00	\$ 26.50	\$ 69,006.00	\$ 31.75	\$ 82,677.00	\$ 51.00	\$ 132,804.00	\$21.00	\$ 54,684.00
203-00050	UNSUITABLE MATERIAL	500	CY	\$ 35.00	\$ 17,500.00	\$ 48.75	\$ 24,375.00	\$ 82.00	\$ 41,000.00	\$ 85.00	\$ 42,500.00	\$33.00	\$ 16,500.00
203-01500	BLADING	20	HOURL	\$ 160.00	\$ 3,200.00	\$ 188.00	\$ 3,760.00	\$ 146.00	\$ 2,920.00	\$ 198.00	\$ 3,960.00	\$75.00	\$ 1,500.00
203-01594	COMBINATION LOADER	20	HOURL	\$ 145.00	\$ 2,900.00	\$ 175.00	\$ 3,500.00	\$ 103.00	\$ 2,060.00	\$ 187.00	\$ 3,740.00	\$100.00	\$ 2,000.00
203-01597	POTHOLING	60	HOURL	\$ 250.00	\$ 15,000.00	\$ 286.00	\$ 17,160.00	\$ 360.00	\$ 21,600.00	\$ 430.00	\$ 25,800.00	\$350.00	\$ 21,000.00
203-02330	LABORER	40	HOURL	\$ 55.00	\$ 2,200.00	\$ 69.00	\$ 2,760.00	\$ 35.00	\$ 1,400.00	\$ 50.00	\$ 2,000.00	\$70.00	\$ 2,800.00
207-00700	TOPSOIL (ONSITE)	667	CY	\$ 21.00	\$ 14,007.00	\$ 28.00	\$ 18,676.00	\$ 6.50	\$ 4,335.50	\$ 27.00	\$ 18,009.00	\$16.00	\$ 10,672.00
207-00704	SUBGRADE SOIL PREPARATION	3987	SY	\$ 2.75	\$ 10,964.25	\$ 3.00	\$ 11,961.00	\$ 3.00	\$ 11,961.00	\$ 2.00	\$ 7,974.00	\$3.00	\$ 11,961.00
208-00002	EROSION LOG TYPE 1 (12 INCH)	795	LF	\$ 5.50	\$ 4,372.50	\$ 8.00	\$ 6,360.00	\$ 9.80	\$ 7,791.00	\$ 7.50	\$ 5,962.50	\$4.00	\$ 3,180.00
208-00020	SILT FENCE	469	LF	\$ 3.25	\$ 1,524.25	\$ 3.00	\$ 1,407.00	\$ 2.60	\$ 1,219.40	\$ 7.00	\$ 3,283.00	\$4.00	\$ 1,876.00
208-00045	CONCRETE WASHOUT STRUCTURE	1	EA	\$ 1,200.00	\$ 1,200.00	\$ 2,535.00	\$ 2,535.00	\$ 3,250.00	\$ 3,250.00	\$ 950.00	\$ 950.00	\$2,500.00	\$ 2,500.00
208-00070	VEHICLE TRACKING PAD	4.00	EA	\$ 2,600.00	\$ 10,400.00	\$ 3,000.00	\$ 12,000.00	\$ 1,365.00	\$ 5,460.00	\$ 2,200.00	\$ 8,800.00	\$2,500.00	\$ 10,000.00
210-00010	RESET MAILBOX STRUCTURE	2.00	EA	\$ 475.00	\$ 950.00	\$ 555.00	\$ 1,110.00	\$ 815.00	\$ 1,630.00	\$ 275.00	\$ 550.00	\$350.00	\$ 700.00
210-00810	RESET GROUND SIGN	8.00	EA	\$ 270.00	\$ 2,160.00	\$ 667.00	\$ 5,336.00	\$ 1,000.00	\$ 8,000.00	\$ 330.00	\$ 2,640.00	\$500.00	\$ 4,000.00
210-04050	ADJUST VALVE BOX	1	EA	\$ 525.00	\$ 525.00	\$ 500.00	\$ 500.00	\$ 412.00	\$ 412.00	\$ 649.00	\$ 649.00	\$2,000.00	\$ 2,000.00
212-00700	ORGANIC FERTILIZER	324.00	LB	\$ 1.65	\$ 534.60	\$ 2.50	\$ 810.00	\$ 1.90	\$ 615.60	\$ 2.00	\$ 648.00	\$10.00	\$ 3,240.00
212-00701	COMPOST (MECHANICALLY APPLIED)	71.0	CY	\$ 39.00	\$ 2,769.00	\$ 71.00	\$ 5,041.00	\$ 42.50	\$ 3,017.50	\$ 40.00	\$ 2,840.00	\$100.00	\$ 7,100.00
212-00703	HUMATE	195	LB	\$ 1.10	\$ 214.50	\$ 2.50	\$ 487.50	\$ 1.20	\$ 234.00	\$ 2.00	\$ 390.00	\$5.00	\$ 975.00
212-00704	MYCORRHIZAE	9	LB	\$ 13.00	\$ 117.00	\$ 27.00	\$ 243.00	\$ 14.25	\$ 128.25	\$ 14.00	\$ 126.00	\$75.00	\$ 675.00
212-00706	SEEDING (NATIVE) DRILL	1	ACRE	\$ 1,800.00	\$ 1,980.00	\$ 2,900.00	\$ 3,190.00	\$ 2,000.00	\$ 2,200.00	\$ 2,354.00	\$ 2,589.40	\$3,850.00	\$ 4,235.00
213-00003	MULCHING (WEED FREE)	1	ACRE	\$ 1,100.00	\$ 1,210.00	\$ 2,500.00	\$ 2,750.00	\$ 1,250.00	\$ 1,375.00	\$ 1,655.00	\$ 1,820.50	\$4,700.00	\$ 5,170.00
213-00004	MULCHING (WEED FREE STRAW)	1	ACRE	\$ 900.00	\$ 990.00	\$ 2,500.00	\$ 2,750.00	\$ 1,000.00	\$ 1,100.00	\$ 935.00	\$ 1,028.50	\$4,700.00	\$ 5,170.00
217-00020	HERBICIDE TREATMENT	10	HR	\$ 130.00	\$ 1,300.00	\$ 110.00	\$ 1,100.00	\$ 140.00	\$ 1,400.00	\$ 132.00	\$ 1,320.00	\$155.00	\$ 1,550.00
304-06000	AGGREGATE BASE COURSE (CLASS 6)	1763	TON	\$ 36.00	\$ 63,468.00	\$ 37.00	\$ 65,231.00	\$ 37.25	\$ 65,671.75	\$ 45.00	\$ 79,335.00	\$60.00	\$ 105,780.00
306-01000	RECONDITIONING	6894	SY	\$ 1.80	\$ 12,409.20	\$ 3.00	\$ 20,682.00	\$ 2.00	\$ 13,788.00	\$ 10.00	\$ 68,940.00	\$10.00	\$ 68,940.00
403-00720	HOT MIX ASPHALT (PATCHING) (ASPHALT)	50	TON	\$ 195.00	\$ 9,750.00	\$ 300.00	\$ 15,000.00	\$ 225.00	\$ 11,250.00	\$ 314.00	\$ 15,700.00	\$250.00	\$ 12,500.00
403-34721	HOT MIX ASPHALT (GRADING SX) (75) (PG 58-28)	2146	TON	\$ 90.00	\$ 193,140.00	\$ 112.00	\$ 240,352.00	\$ 101.00	\$ 216,746.00	\$ 107.00	\$ 229,622.00	\$134.00	\$ 287,564.00
403-34851	HOT MIX ASPHALT (GRADING SX) (100) (PG 64-28)	605	TON	\$ 96.00	\$ 58,080.00	\$ 125.00	\$ 75,625.00	\$ 117.00	\$ 70,785.00	\$ 115.00	\$ 69,575.00	\$151.00	\$ 91,355.00
503-00048	DRILLED SHAFT (48 INCH)	84	LF	\$ 600.00	\$ 50,400.00	\$ 600.00	\$ 50,400.00	\$ 707.00	\$ 59,388.00	\$ 725.00	\$ 60,900.00	\$850.00	\$ 71,400.00
506-00409	SOIL RIPRAP (9 INCH)	36	CY	\$ 118.00	\$ 4,248.00	\$ 250.00	\$ 9,000.00	\$ 245.00	\$ 8,820.00	\$ 159.00	\$ 5,724.00	\$250.00	\$ 9,000.00
603-01240	24 INCH REINFORCED CONCRETE PIPE	63	LF	\$ 135.00	\$ 8,505.00	\$ 330.00	\$ 20,790.00	\$ 204.00	\$ 12,852.00	\$ 202.00	\$ 12,726.00	\$225.00	\$ 14,175.00
603-31318	18 INCH EQUIVALENT ARCH STEEL END SECTION	2	EA	\$ 1,200.00	\$ 2,400.00	\$ 1,500.00	\$ 3,000.00	\$ 1,200.00	\$ 2,400.00	\$ 1,931.00	\$ 3,862.00	\$3,300.00	\$ 6,600.00
603-05024	24 INCH REINFORCED CONCRETE END SECTION	2	EA	\$ 1,300.00	\$ 2,600.00	\$ 1,825.00	\$ 3,650.00	\$ 1,200.00	\$ 2,400.00	\$ 1,606.00	\$ 3,212.00	\$3,500.00	\$ 7,000.00
612-00111	DELINEATOR (DRIVABLE) (TYPE I)	21	EA	\$ 110.00	\$ 2,310.00	\$ 110.00	\$ 2,310.00	\$ 165.00	\$ 3,465.00	\$ 165.00	\$ 3,465.00	\$120.00	\$ 2,520.00

TOWN OF SEVERANCE
CO HWY 392 AND WCR 23 INTERSECTION IMPROVEMENTS

BID TABULATION SUMMARY

CONTRACT ITEM NUMBER	CONTRACT ITEM	APPROX. QUANTITY	UNIT	COULSON EXCAVATING		MARTIN MARIETTA		CONNELL RESOURCES		DURAN EXCAVATING		HORROCKS, INC ENGINEER'S ESTIMATE	
				UNIT COST	COST	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST
612-00112	DELINEATOR (DRIVABLE) (TYPE II)	22	EA	\$ 115.00	\$ 2,530.00	\$ 134.00	\$ 2,948.00	\$ 175.00	\$ 3,850.00	\$ 220.00	\$ 4,840.00	\$140.00	\$ 3,080.00
612-00113	DELINEATOR (DRIVABLE) (TYPE III)	5	EA	\$ 125.00	\$ 625.00	\$ 134.00	\$ 670.00	\$ 200.00	\$ 1,000.00	\$ 165.00	\$ 825.00	\$160.00	\$ 800.00
613-00206	2 INCH ELECTRICAL CONDUIT (BORED)	410	LF	\$ 25.00	\$ 10,250.00	\$ 25.00	\$ 10,250.00	\$ 29.00	\$ 11,890.00	\$ 29.00	\$ 11,890.00	\$35.00	\$ 14,350.00
613-00306	3 INCH ELECTRICAL CONDUIT (BORED)	820	LF	\$ 28.00	\$ 22,960.00	\$ 26.50	\$ 21,730.00	\$ 32.75	\$ 26,855.00	\$ 34.00	\$ 27,880.00	\$32.50	\$ 26,650.00
613-01200	2 INCH ELECTRICAL CONDUIT (PLASTIC)	130	LF	\$ 29.00	\$ 3,770.00	\$ 28.00	\$ 3,640.00	\$ 34.00	\$ 4,420.00	\$ 35.00	\$ 4,550.00	\$25.00	\$ 3,250.00
613-01300	3 INCH ELECTRICAL CONDUIT (PLASTIC)	180	LF	\$ 41.00	\$ 7,380.00	\$ 40.00	\$ 7,200.00	\$ 48.00	\$ 8,640.00	\$ 49.00	\$ 8,820.00	\$22.50	\$ 4,050.00
613-07003	TYPE THREE PULL BOX	2	EA	\$ 2,100.00	\$ 4,200.00	\$ 2,000.00	\$ 4,000.00	\$ 2,450.00	\$ 4,900.00	\$ 2,510.00	\$ 5,020.00	\$1,750.00	\$ 3,500.00
613-07004	TYPE FOUR PULL BOX	2	EA	\$ 3,000.00	\$ 6,000.00	\$ 2,900.00	\$ 5,800.00	\$ 3,500.00	\$ 7,000.00	\$ 3,586.00	\$ 7,172.00	\$2,500.00	\$ 5,000.00
613-07005	TYPE FIVE PULL BOX	1	EA	\$ 5,300.00	\$ 5,300.00	\$ 5,215.00	\$ 5,215.00	\$ 6,150.00	\$ 6,150.00	\$ 6,302.00	\$ 6,302.00	\$3,250.00	\$ 3,250.00
613-10000	WIRING	1	LS	\$ 21,000.00	\$ 21,000.00	\$ 21,000.00	\$ 21,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,489.00	\$ 25,489.00	\$15,000.00	\$ 15,000.00
613-13000	LUMINAIRE (LED) (SPECIAL)	4	EA	\$ 1,800.00	\$ 7,200.00	\$ 1,800.00	\$ 7,200.00	\$ 2,150.00	\$ 8,600.00	\$ 2,182.00	\$ 8,728.00	\$1,250.00	\$ 5,000.00
613-80130	SERVICE METER CABINET	1	EA	\$ 11,500.00	\$ 11,500.00	\$ 11,900.00	\$ 11,900.00	\$ 14,200.00	\$ 14,200.00	\$ 14,478.00	\$ 14,478.00	\$6,000.00	\$ 6,000.00
614-00011	SIGN PANEL (CLASS I)	150	SF	\$ 25.50	\$ 3,825.00	\$ 25.00	\$ 3,750.00	\$ 43.00	\$ 6,450.00	\$ 44.00	\$ 6,600.00	\$30.00	\$ 4,500.00
614-00012	SIGN PANEL (CLASS II)	27	SF	\$ 31.00	\$ 837.00	\$ 30.00	\$ 810.00	\$ 52.00	\$ 1,404.00	\$ 53.00	\$ 1,431.00	\$35.00	\$ 945.00
614-00218	STEEL SIGN POST (2.25X2.25 INCH TUBING)	24	LF	\$ 24.50	\$ 588.00	\$ 288.00	\$ 6,912.00	\$ 37.00	\$ 888.00	\$ 33.00	\$ 792.00	\$25.00	\$ 600.00
614-01502	STEEL SIGN SUPPORT (2-INCH ROUND) (POST AND SOCKET)	11	LF	\$ 33.00	\$ 363.00	\$ 362.00	\$ 3,982.00	\$ 52.00	\$ 572.00	\$ 55.00	\$ 605.00	\$30.00	\$ 330.00
614-01572	STEEL SIGN SUPPORT (2-1/2 INCH ROUND NP 40)(POST AND SOCKET)	20	LF	\$ 47.00	\$ 940.00	\$ 472.00	\$ 9,440.00	\$ 73.00	\$ 1,460.00	\$ 39.00	\$ 780.00	\$50.00	\$ 1,000.00
614-70336	TRAFFIC SIGNAL FACE (12-12-12)	16	EA	\$ 1,700.00	\$ 27,200.00	\$ 1,600.00	\$ 25,600.00	\$ 2,000.00	\$ 32,000.00	\$ 2,008.00	\$ 32,128.00	\$900.00	\$ 14,400.00
614-72866	FIRE PREEMPTION UNIT AND TIMER	2	EA	\$ 9,300.00	\$ 18,600.00	\$ 9,210.00	\$ 18,420.00	\$ 11,000.00	\$ 22,000.00	\$ 11,129.00	\$ 22,258.00	\$4,000.00	\$ 8,000.00
614-72886	INTERSECTION DETECTION SYSTEM (CAMERA)	1	EA	\$ 75,000.00	\$ 75,000.00	\$ 77,500.00	\$ 77,500.00	\$ 91,300.00	\$ 91,300.00	\$ 129,165.00	\$ 129,165.00	\$12,500.00	\$ 12,500.00
614-75840	TRAFFIC SIGNAL CONTROLLER (INSTALL ONLY)	1	EA	\$ 550.00	\$ 550.00	\$ 545.00	\$ 545.00	\$ 650.00	\$ 650.00	\$ 659.00	\$ 659.00	\$2,000.00	\$ 2,000.00
614-75855	TRAFFIC SIGNAL CONTROLLER CABINET(INSTALL ONLY)	1	EA	\$ 6,200.00	\$ 6,200.00	\$ 6,365.00	\$ 6,365.00	\$ 7,500.00	\$ 7,500.00	\$ 7,694.00	\$ 7,694.00	\$5,000.00	\$ 5,000.00
614-81011	TRAFFIC SIGNAL-LIGHT POLE STEEL (1 MAST ARM)(INSTALL ONLY)	4	EA	\$ 2,400.00	\$ 9,600.00	\$ 2,404.00	\$ 9,616.00	\$ 2,900.00	\$ 11,600.00	\$ 2,907.00	\$ 11,628.00	\$10,000.00	\$ 40,000.00
614-86105	TELEMETRY (FIELD)	1	EA	\$ 6,800.00	\$ 6,800.00	\$ 7,044.00	\$ 7,044.00	\$ 8,300.00	\$ 8,300.00	\$ 8,514.00	\$ 8,514.00	\$12,000.00	\$ 12,000.00
614-87702	ETHERNET RADIO (PAIR)	1	EA	\$ 7,200.00	\$ 7,200.00	\$ 7,400.00	\$ 7,400.00	\$ 8,800.00	\$ 8,800.00	\$ 8,964.00	\$ 8,964.00	\$5,000.00	\$ 5,000.00
620-00020	SANITARY FACILITY	1	EA	\$ 5,000.00	\$ 5,000.00	\$ 1,150.00	\$ 1,150.00	\$ 600.00	\$ 600.00	\$ 2,310.00	\$ 2,310.00	\$3,000.00	\$ 3,000.00
625-00000	CONSTRUCTION SURVEYING	1	L S	\$ 20,000.00	\$ 20,000.00	\$ 17,800.00	\$ 17,800.00	\$ 22,500.00	\$ 22,500.00	\$ 29,555.00	\$ 29,555.00	\$20,000.00	\$ 20,000.00
626-00000	MOBILIZATION	1	L S	\$ 180,000.00	\$ 180,000.00	\$ 79,000.00	\$ 79,000.00	\$ 62,000.00	\$ 62,000.00	\$ 242,000.00	\$ 242,000.00	\$125,000.00	\$ 125,000.00
627-00008	MODIFIED EPOXY PAVEMENT MARKING	75	GAL	\$ 160.00	\$ 12,000.00	\$ 185.00	\$ 13,875.00	\$ 215.00	\$ 16,125.00	\$ 233.00	\$ 17,475.00	\$250.00	\$ 18,750.00
627-00012	PAVEMENT MARKING PAINT (LOW VOC SOLVENT BASE)	37	GAL	\$ 54.00	\$ 1,998.00	\$ 150.00	\$ 5,550.00	\$ 165.00	\$ 6,105.00	\$ 138.00	\$ 5,106.00	\$300.00	\$ 11,100.00
627-30405	PREFORMED THERMOPLASTIC PAVEMENT MARKING (WORD- SYMBOL)	506	SF	\$ 16.25	\$ 8,222.50	\$ 22.25	\$ 11,258.50	\$ 26.00	\$ 13,156.00	\$ 30.00	\$ 15,180.00	\$25.00	\$ 12,650.00
627-30410	PREFORMED THERMOPLASTIC PAVEMENT MARKING (XWALK-STOP LINE)	320	SF	\$ 16.25	\$ 5,200.00	\$ 17.00	\$ 5,440.00	\$ 19.75	\$ 6,320.00	\$ 17.00	\$ 5,440.00	\$20.00	\$ 6,400.00
630-00000	FLAGGING	300	HOURL	\$ 37.00	\$ 11,100.00	\$ 39.00	\$ 11,700.00	\$ 39.00	\$ 11,700.00	\$ 49.00	\$ 14,700.00	\$65.00	\$ 19,500.00
630-00007	TRAFFIC CONTROL INSPECTION	25	DAY	\$ 160.00	\$ 4,000.00	\$ 152.00	\$ 3,800.00	\$ 156.00	\$ 3,900.00	\$ 165.00	\$ 4,125.00	\$150.00	\$ 3,750.00
630-00012	TRAFFIC CONTROL MANAGEMENT	50	DAY	\$ 800.00	\$ 40,000.00	\$ 885.00	\$ 44,250.00	\$ 900.00	\$ 45,000.00	\$ 1,056.00	\$ 52,800.00	\$450.00	\$ 22,500.00
630-00016	TRAFFIC CONTROL (SPECIAL) LS - DEVICES ONLY	1	L S	\$ 41,800.00	\$ 41,800.00	\$ 15,000.00	\$ 15,000.00	\$ 26,000.00	\$ 26,000.00	\$ 53,405.00	\$ 53,405.00	\$50,000.00	\$ 50,000.00
630-80370	BARRIER (TEMPORARY)	1500	LF	\$ 37.00	\$ 55,500.00	\$ 28.50	\$ 42,750.00	\$ 30.00	\$ 45,000.00	\$ 45.00	\$ 67,500.00	\$85.00	\$ 127,500.00
630-85040	IMPACT ATTENUATOR (TRUCK MOUNTED ATTENUATOR) (TEMPORARY)	4	EA	\$ 8,100.00	\$ 32,400.00	\$ 13,400.00	\$ 53,600.00	\$ 19,000.00	\$ 76,000.00	\$ 8,800.00	\$ 35,200.00	\$2,500.00	\$ 10,000.00
700-70010	F/A MINOR CONTRACT REVISIONS	1	F A	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
700-00034	F/A DEWATERING	1	F A	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
700-70380	F/A EROSION CONTROL	1	F A	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
TOTAL				\$ 1,378,432.80		\$ 1,429,060.00		\$ 1,438,199.50		\$ 1,853,502.90		\$ 1,614,622.00	



STATE HWY 392 - WCR 23 INTERSECTION IMPROVEMENTS PROJECT BUDGET SUMMARY



CCG PROJECT NO: 0042.0511.00

March 20, 2023

TASK	ESTIMATED COSTS	DESCRIPTION / NOTES
ENGINEERING DESIGN COSTS	\$ 233,304.00	
Engineering Design & Bidding Support (Horrocks)	\$ 177,605.00	
Project Management Design & Bidding (CCG)	\$ 54,499.00	
Traffic Count Data	\$ 1,200.00	
CONSTRUCTION COST	\$ 1,526,162.80	
Coulson Excavating	\$ 1,378,432.80	Bid 3.10.23
Owner Furnished Materials	\$ 147,730.00	Town purchase orders 1.17.23
CONSTRUCTION MANAGEMENT & INSPECTION ESTIMATE	\$ 137,500.00	
Construction Management & Inspection (TBD)	\$ 90,000.00	CDOT Local Agency Process, Finals
Town Engineer Support (CCG)	\$ 5,000.00	
Engineering Support during Construction (Horrocks)	\$ 12,500.00	RFI's, Record Drawings
Material Testing (TBD)	\$ 30,000.00	Materials Testing
PROJECT TOTAL ESTIMATE	\$ 1,896,966.80	

PROJECT FUNDING SUMMARY		
FASTER SAFETY AWARD - FSA 3921-021 (25013)	\$ 625,000.00	No Local Agency match req'd
TOWN OF SEVERANCE	\$ 1,235,298.00	Transportation Impact Fees
TOWN OF SEVERANCE - ADD'L FUNDS NEEDED	\$ 36,668.80	
TOTAL PROJECT FUNDING	\$ 1,896,966.80	

REIMBURSEMENT SUMMARY		
TOWN OF SEVERANCE - TOTAL FUNDS REQ'D	\$ 1,271,966.80	
FUTURE DEVELOPMENT REIMBURSEMENT	\$ 720,848.00	38% of total project cost
TOWN OF SEVERANCE - TOTAL COST AFTER REIMB	\$ 551,118.80	

**TOWN OF SEVERANCE
RESOLUTION NO. 2023-21R**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
SEVERANCE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE
TOWN OF SEVERANCE AND COULSON EXCAVATING COMPANY, INC.
REGARDING THE WELD COUNTY ROAD 23/CO HIGHWAY 392
INTERSECTION IMPROVEMENTS PROJECT;**

WHEREAS, the Town of Severance (“Town”) is in need of construction services for the WCR 23/CO 392 Intersection Improvements Project (“Project”); and

WHEREAS, the Town issued an invitation for bids for such services for the Project; and

WHEREAS, the Town has evaluated the bids submitted in response to the invitation for bids, and finds that Coulson Excavating Company Inc. (“Coulson”) is the lowest responsible and responsive bidder for the construction services described in the invitation for bids; and

WHEREAS, the Town finds that Coulson has the expertise, qualifications, and experience to perform the work and duties required for the Project, and desires to select Coulson for the invitation for bids and to enter into an agreement with Coulson; and

WHEREAS, Town Council finds and declares that it is in the best interest of the Town to award the invitation for bids to Coulson, as the lowest responsible and responsive bidder.

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

Section 1. The Construction Contract Agreement for the CO Highway 392 & WCR 23 Intersection Improvements Project between the Town of Severance and Coulson Excavating Company, Inc. is conditionally approved in substantially the same form as the copy attached hereto and made a part of this resolution, subject to and in compliance with the following conditions: (a) the Colorado Department of Transportation providing concurrence to award CDOT Faster Safety Funds and a contract to Coulson; and (b) CDOT issuing a Notice to Proceed/Notice to Award to the Town. Upon compliance with the conditions set forth herein, the Town Manager is authorized to execute and complete the Agreement on behalf of the Town.

RESOLVED AND PASSED THIS 28th DAY OF March, 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 359 - Resolution 2023-22R: A Resolution of the Town Council of the Town of Severance, Colorado, Providing for Additional Appropriations in Fiscal Year 2023 of the Department of Public Safety, Division of Criminal Justice Grant for Safe Parks	Nancy Mueller, Finance Director	Nancy E. Mueller, CPA
ACTION REQUESTED		
Town Staff asks that the Town Council review the resolution to appropriate the Department of Public Safety, Division of Criminal Justice Grant for Safe Parks • Approve Resolution 2023-21R • Approve Resolution 2023-21R with Modifications • Take no action		<u>Resolution</u>
BRIEF SUMMARY		
Staff is requesting that the Town Council review the proposed courses of action and discuss the following items: • Department of Public Safety, Division of Criminal Justice Grant for Safe Parks		
PUBLIC SUPPORT/CONCERN		
None at this time.		
ANALYSIS AND RECOMMENDATION		
Town Staff recommends the Council approve Resolution 2023-21R to follow State guidelines and to appropriate additional revenues for expenditure.		
MATERIALS SUBMITTED		
The following materials were submitted and included in this packet: 1. 2023-21R Safe Parks 2. Department of Public Safety, Division of Criminal Justice Grant for Safe Parks Award Letter		

RESOLUTION NO. 2023-21R

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
SEVERANCE, COLORADO, PROVIDING OF ADDITIONAL
APPROPRIATIONS IN FISCAL YEAR 2023 OF THE DEPARTMENT OF
PUBLIC SAFETY, DIVISION OF CRIMINAL JUSTICE GRANT FOR SAFE
PARKS**

WHEREAS, the Town has been awarded a grant from the Department of Public Safety, Division of Criminal Justice; and

WHEREAS, the Town would like to appropriate additional revenue from the grant funds for the Safe Parks Project; and

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

WHEREAS, the Town Council desires to modify appropriations and to authorize the expenditure of certain funds by enacting a supplemental budget appropriation to the 2023 Town budget.

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

Section 1. The following modifications to revenues for Fiscal Year 2023 as set forth below are hereby approved:

A. Appropriations of Additional Revenue:

Project #	Project Title	Account Title	Account #	Amount
P-2303	Safe Parks	State Grants	10-33-4000	299,000

TOTAL FUNDS TO BE APPROPRIATED: \$299,000

Section 2. The following modifications to budget expenditures for Fiscal Year 2023 as set forth below are hereby approved:

Expenditures by Project and Fund:

Project #	Project Title	Account Title	Account #	Amount
P-2303	Safe Parks	Capital Outlay	75-65-7000	299,000

TOTAL EXPENDITURES: \$299,000

RESOLVED AND PASSED THIS 28th DAY OF MARCH 2023.

TOWN OF SEVERANCE, COLORADO

Matthew Fries, Mayor

ATTEST:

Leah Vanarsdall, MMC, Town Clerk

Grantee: Town of Severance
Project: Safe Parks

DCJ Grant #: 2023-SS-23-25

**GRANT AWARD LETTER
(Intergovernmental Grant Agreement)**

SUMMARY OF GRANT AWARD TERMS AND CONDITIONS

State Agency Department of Public Safety, Division of Criminal Justice	DCJ Grant Number 2023-SS-23-25
Grantee Town of Severance	Federal Unique Entity Identifier (UEI) W665CYKPBPH3
Grant Issuance Date (Start Date) The later of the Effective Date or January 1, 2023	Grant Expiration Date (End Date) June 30, 2023
Grant Amount State Fiscal Year 2022-2023: \$299,000 Total for all State Fiscal Years: \$299,000	Grant Authority (State Authority) The Division of Criminal Justice is authorized to disburse these funds by Colorado Revised Statute 24-33.503 and 507. C.R.S. 24-33.5-117. Crime prevention through safer streets grant program
Grant Description The Town of Severance was incorporated in 1920 with 40 total votes. Over the years, the population has slowly increased from 579 residents in 2000 to 3,165 residents in 2010. The Town has seen a significant increase in population in the last few years, with 7,971 residents in 2020, 9,605 residents in 2021, and an estimated 11,000 residents by 2023. The rapid growth in the area has put a strain on the Town's resources and the four parks widely used by the residents. Three parks were constructed in 1995, 2001, and 2004 when the population was approximately 3,000 residents. During construction, lighting and security features were not part of the original plan due to the small nature of the community, minimal crime at the time, and the Town was in a rural area of Colorado. The Town's growth and the increase of crime have created a need for better lighting at each park and security features to help protect the residents using the parks.	
Grant Purpose To award grant funding to eligible recipients for the evaluation of and design of safer streets and neighborhood models that discourage crime, revitalize community image, and establish place-specific crime prevention strategies that account for geographic, cultural, economic, and social characteristics of the target areas.	
Exhibits and Order of Precedence The following Exhibits and attachments are included with this Grant: 1. Exhibit A1, Sample Option Letter. 2. Exhibit A2, Sample Grant Funding Change Letter 3. Exhibit B, Grant Requirements. 4. Exhibit C, Special Conditions. 5. Exhibit D, Statement of Work. 6. Exhibit E, Budget. In the event of a conflict or inconsistency between this Grant and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority: 1. Exhibit C, Special Conditions. 2. The provisions of the other sections of the main body of this Agreement. 3. Exhibit B, Grant Requirements. 4. Exhibit D, Statement of Work. 5. Exhibit E, Budget.	

Grantee: Town of Severance
Project: Safe Parks

DCJ Grant #: 2023-SS-23-25

SIGNATURE PAGE**THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT****STATE OF COLORADO**

Jared S. Polis, Governor
Department of Public Safety
Stan Hilkey, Executive Director

DocuSigned by:



14DB46E240044C2...

By: ☐ Joe Thome, Director, or
☒ Debbie Oldenettel, Deputy Director

Date: 12/23/2022 | 11:08:13 AM PST

In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER**Robert Jaros, CPA, MBA, JD**

DocuSigned by:



363D680603F0405...

By: Lyndsay J. Clelland, Contract and Grant Coordinator, Division of Criminal Justice

Effective Date: 12/30/2022 | 1:31:37 PM MST

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1. GRANT

As of the Grant Issuance Date, the State Agency shown on the first page of this Grant Award Letter (the “State”) hereby obligates and awards to Grantee shown on the first page of this Grant Award Letter (the “Grantee”) an award of Grant Funds in the amounts shown on the first page of this Grant Award Letter. By accepting the Grant Funds provided under this Grant Award Letter, Grantee agrees to comply with the terms and conditions of this Grant Award Letter and requirements and provisions of all Exhibits to this Grant Award Letter.

2. TERM**A. Initial Grant Term and Extension**

The Parties’ respective performances under this Grant Award Letter shall commence on the Grant Issuance Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Grant Award Letter. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Grant Award Letter in accordance with **§16.D**.

B. Early Termination in the Public Interest

The State is entering into this Grant Award Letter to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Grant Award Letter ceases to further the public interest of the State or if State or other funds used for this Grant Award Letter are not appropriated, or otherwise become unavailable to fund this Grant Award Letter, the State, in its discretion, may terminate this Grant Award Letter in whole or in part by providing written notice to Grantee that includes, to the extent practicable, the public interest justification for the termination. If the State terminates this Grant Award Letter in the public interest, the State shall pay Grantee an amount equal to the total reimbursement payable under this Grant Award Letter that corresponds to the Work satisfactorily completed, as determined by the State, less payments previously made. This subsection shall not apply to a termination of this Grant Award Letter by the State for breach by Grantee.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. “**Budget**” means the budget for the Work described in **Exhibit E, Budget**.
- B. “**Business Day**” means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.
- C. “**CJI**” means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302, C.R.S.
- D. “**CORA**” means the Colorado Open Records Act, §§24-72-200.1, *et seq.*, C.R.S.
- E. “**Grant Award Letter**” means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.
- F. “**Grant Funds**” means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Award Letter.
- G. “**Grant Expiration Date**” means the Grant Expiration Date shown on the first page of this Grant Award Letter.
- H. “**Grant Issuance Date**” means the Grant Issuance Date shown on the first page of this Grant Award Letter.
- I. “**Exhibits**” exhibits and attachments included with this Grant as shown on the first page of this Grant
- J. “**Extension Term**” means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter
- K. “**Goods**” means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.

Grantee: Town of Severance
Project: Safe Parks

DCJ Grant #: 2023-SS-23-25

- L. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- M. **“Initial Term”** means the time period between the Grant Issuance Date and the Grant Expiration Date.
- N. **“Party”** means the State or Grantee, and **“Parties”** means both the State and Grantee.
- O. **“PCI”** means payment card information including any data related to credit card holders’ names, credit card numbers, or the other credit card information as may be protected by state or federal law.
- P. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S.
- Q. **“PHI”** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: **(i)** that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and **(ii)** that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.
- R. **“Services”** means the services to be performed by Grantee as set forth in this Grant Award Letter, and shall include any services to be rendered by Grantee in connection with the Goods.
- S. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- T. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- U. **“State Fiscal Year”** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

Grantee: Town of Severance
Project: Safe Parks

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- V. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- W. **“Subcontractor”** means third-parties, if any, engaged by Grantee to aid in performance of the Work. This establishes a **procurement** relationship. The subcontractor provides goods or services for the benefit of the purchaser.
- X. **“Subgrantee”** means third-parties, if any, engaged by Grantee to aid in performance of the Work. This establishes a **grant** relationship. The beneficiary, not the purchaser, receives benefit from the work. There may be multiple tiers of subgrantees that do not include procurement transactions.
- Y. **“Work”** means the delivery of the Goods and performance of the Services described in this Grant Award Letter.
- Z. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Grant Issuance Date that is used, without modification, in the performance of the Work.

Any other term used in this Grant Award Letter that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

4. STATEMENT OF WORK

Grantee shall complete the Work as described in this Grant Award Letter and in accordance with the provisions of **Exhibit E, Budget**. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Grant Award Letter.

5. PAYMENTS TO GRANTEE

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Amount for each State Fiscal Year shown on the first page of this Grant Award Letter. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Grant Issuance Date or after the Grant Expiration Date.

B. Reimbursement of Grantee Costs

The State shall reimburse Grantee’s allowable costs, not exceeding the maximum total amount described in this Grant Award Letter for all allowable costs described in this Grant Award Letter and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to and receives approval from the State of the change, the change does not modify the total maximum amount of this Grant Award Letter or the maximum amount for any state fiscal year, and the change does not modify any requirements of the Work. The State shall only reimburse allowable costs if those costs are: **(i)** reasonable and

Grantee: Town of Severance
Project: Safe Parks

DCJ Grant #: 2023-SS-23-25

necessary to accomplish the Work and for the Goods and Services provided; and **(ii)** equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

C. Close-Out

Grantee shall close out this Grant within 45 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Grant Award Letter and Grantee's final reimbursement request or invoice. The State will withhold allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

6. REPORTING - NOTIFICATION

A. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out described in **§5.C**, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting this Award. The State may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

7. GRANTEE RECORDS

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Grant Award Letter using procedures as determined by the State. Grantee shall allow the State to perform all monitoring based on the State's risk analysis of Grantee. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work. If Grantee enters into a subcontract or subgrant then Grantee shall contain provisions permitting both Grantee and the State to perform all monitoring of that subcontractor or subgrantee.

C. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Grant or the Work, whether the audit is conducted by Grantee or a third party. Additionally, if Grantee is required to perform a single audit under 2 CFR 200.501, *et seq.*, then Grantee shall submit a copy of the results

Grantee: Town of Severance
Project: Safe Parks

DCJ Grant #: 2023-SS-23-25

of that audit to the State within the same timelines as the submission to the federal government.

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Grantee shall hold and maintain, and cause all Subgrantees and Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publically available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Grant Award Letter. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subgrantees or Subcontractors will or may receive the following types of data, Grantee or its Subgrantees or Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Grant as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Grant, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns, Subgrantees and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns, Subgrantees and Subcontractors who require access to perform their obligations under this Grant Award Letter. Grantee shall ensure all such agents, employees, assigns, Subgrantees and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign, Subgrantees or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Grant, Grantee shall return State Records provided to

Grantee: Town of Severance
Project: Safe Parks

DCJ Grant #: 2023-SS-23-25

Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

E. Safeguarding PII

If Grantee or any of its Subgrantees or Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a “Third-Party Service Provider” as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S.

9. CONFLICTS OF INTEREST

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State’s interests and absent the State’s prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee’s obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State’s consideration.

10. INSURANCE

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the “GIA”). Grantee shall ensure that any Subgrantees and Subcontractors maintain all insurance customary for the completion of the Work done by that Subgrantee or Subcontractor and as required by the State or the GIA.

11. REMEDIES

In addition to any remedies available under any exhibit to this Grant Award Letter, if Grantee fails to comply with any term or condition of this Grant, the State may terminate some or all of this Grant and require Grantee to repay any or all Grant funds to the State in the State’s sole discretion. The State may also terminate this Grant Award Letter at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

Grantee: Town of Severance
Project: Safe Parks

DCJ Grant #: 2023-SS-23-25

12. DISPUTE RESOLUTION

Except as herein specifically provided otherwise disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

13. NOTICES AND REPRESENTATIVES

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Grant Award Letter shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §13.

14. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

15. GOVERNMENTAL IMMUNITY

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

16. GENERAL PROVISIONS

A. Assignment

Grantee's rights and obligations under this Grant are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Grant Award Letter.

B. Captions and References

The captions and headings in this Grant Award Letter are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Grant Award Letter to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

C. Entire Understanding

This Grant Award Letter represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Grant Award Letter.

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D. Modification

The State may modify the terms and conditions of this Grant by issuance a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the Colorado State Controller.

- i. For each fiscal year of the Grant, the State shall issue an updated **Exhibit D, Statement of Work** and **Exhibit E, Budget** by Option Letter substantially equivalent to Exhibit A1, Sample Option Letter each fiscal year (July 1 through June 30). Work shall not begin on a new fiscal year until such an Option Letter is effective. The provisions of the Option Letter shall become part of and be incorporated into this Grant.
- ii. The State may, at the State's discretion, issue an updated **Exhibit D, Statement of Work** and **Exhibit E, Budget** by Option Letter substantially equivalent to **Exhibit A1, Sample Option Letter** to reflect changes during the fiscal year. The provisions of the Option Letter shall become part of and be incorporated into this Grant.
- iii. Grantee may terminate the grant if the Grantee cannot adhere to the approved **Exhibit D, Statement of Work** and **Exhibit E, Budget** as updated from time to time.
- iv. The State may, at the State's discretion, use an Option Letter or Grant Funding Change letter substantially equivalent to **Exhibit A1, Sample Option Letter** or **Exhibit A2, Sample Grant Funding Change Letter** to modify the grant agreement. If exercised, the provisions of the Option Letter or Grant Funding Change Letter shall become part of and be incorporated into the grant agreement.
- v. The State may increase or decrease the quantity of goods/services described **Exhibit D, Statement of Work** and **Exhibit E, Budget** based upon the rates established in the Grant. If the State exercises the option, it will provide written notice to Grantee at least 15 days prior to the end of the current grant term in a form substantially equivalent to **Exhibit A1, Sample Option Letter**.
- vi. The State may add or delete the goods/services described **Exhibit D, Statement of Work** and **Exhibit E, Budget** as long as the change does not change the overall scope of the approve grant. If the State exercises the option, it will provide written notice to Grantee at least 15 days prior to the end of the current grant term in a form substantially equivalent to **Exhibit A1, Sample Option Letter**.

E. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Grant Award Letter to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Grant Issuance Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of

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digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

G. Severability

The invalidity or unenforceability of any provision of this Grant Award Letter shall not affect the validity or enforceability of any other provision of this Grant Award Letter, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under the Grant in accordance with the intent of the Grant.

H. Survival of Certain Grant Award Letter Terms

Any provision of this Grant Award Letter that imposes an obligation on a Party after termination or expiration of the Grant shall survive the termination or expiration of the Grant and shall be enforceable by the other Party.

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Grant Award Letter does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

J. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Grant Award Letter, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

K. Accessibility

Grantee shall comply with and adhere to Section 508 of the U.S. Rehabilitation Act of 1973, as amended, and §§24-85-101, *et seq.*, C.R.S. Grantee shall comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards and available at <https://www.w3.org/TR/WCAG21/>.

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EXHIBIT A1, SAMPLE OPTION LETTER

State Agency Insert Department's or IHE's Full Legal Name	Option Letter Number Insert the Option Number (e.g. "1" for the first option)
Grantee Insert Grantee's Full Legal Name, including "Inc.", "LLC", etc...	Original Agreement Number Insert CMS number or Other Agreement Number of the Original Contract
Current Agreement Maximum Amount Initial Term State Fiscal Year 20xx \$0.00 Extension Terms State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 Total for All State Fiscal Years \$0.00	Option Agreement Number Insert CMS number or Other Agreement Number of this Option Agreement Performance Beginning Date Month Day, Year Current Agreement Expiration Date Month Day, Year

1. **OPTIONS:**
- A. Option to extend for an Extension Term
 - B. Option to change the quantity of Goods under the Agreement
 - C. Option to change the quantity of Services under the Agreement
 - D. Option to modify Agreement rates
 - E. Option to initiate next phase of the Agreement
2. **REQUIRED PROVISIONS:**
- A. **For use with Option 1(A):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current Agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.
 - B. **For use with Options 1(B and C):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to Increase/Decrease the quantity of the Goods/Services or both at the rates stated in the Original Agreement, as amended.
 - C. **For use with Option 1(D):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to modify the Agreement rates specified in Exhibit/Section Number/Letter. The Agreement rates attached to this Option Letter replace the rates in the Original Agreement as of the Option Effective Date of this Option Letter.
 - D. **For use with Option 1(E):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc, which shall begin on Insert start date and end on Insert ending date at the cost/price specified in Section Number.
 - E. **For use with all Options that modify the Agreement Maximum Amount:** The Agreement Maximum Amount table on the Agreement's Signature and Cover Page is hereby deleted and replaced with the Current Agreement Maximum Amount table shown above.
3. **OPTION EFFECTIVE DATE:**
- F. The effective date of this Option Letter is upon approval of the State Controller or _____, whichever is later.

STATE OF COLORADO Jared S. Polis, Governor INSERT-Name of Agency or IHE INSERT-Name & Title of Head of Agency or IHE By: Name & Title of Person Signing for Agency or IHE Date: _____	In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate. STATE CONTROLLER Robert Jaros, CPA, MBA, JD By: _____ Name of Agency or IHE Delegate-Please delete if agreement will be routed to OSC for approval Option Effective Date: _____
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EXHIBIT A2, GRANT FUNDING CHANGE LETTER

State Agency Insert Department's or IHE's Full Legal Name	Grant Funding Change Letter Number Insert the Option Number (e.g. "1" for the first option)
Contractor Insert Contractor's Full Legal Name, including "Inc.", "LLC", etc...	Original Grant Number Insert CMS number or Other Contract Number of the Original Contract
Current Contract Maximum Amount Initial Term State Fiscal Year 20xx \$0.00 Extension Terms State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 Total for All State Fiscal Years \$0.00	Grant Funding Change Letter Contract Number Insert CMS number or Other Contract Number of this Option Contract Performance Beginning Date Month Day, Year Current Contract Expiration Date Month Day, Year

1. GRANT FUNDING CHANGE

In accordance with §Insert Section Number of the Original Grant referenced above, the State Agency listed above commits the following funds to the grant:

- A. The funding available for State Fiscal Year 20xx is Increased/Decreased by \$Amount of Change, because Insert Reason For Change.
- B. The total funding avail for all State Fiscal Years as of the effective date of this Grant Funding Change Letter is shown as the current contract maximum above.

2. TERMINOLOGY

All terminology used in this Grant Funding Change Letter shall be interpreted in accordance with the Original Grant referenced above.

3. NO ORDER FOR WORK

This Grant Funding Change Letter modifies the available funding only and does not constitute an order or authorization for any specific services or goods under the Grant.

4. GRANT FUNDING CHANGE LETTER EFFECTIVE DATE:

The effective date of this Grant Funding Change Letter is upon approval of the State Controller or , whichever is later.

STATE OF COLORADO
Jared S. Polis, Governor
INSERT-Name of Agency or IHE
INSERT-Name & Title of Head of Agency or IHE

By: Name & Title of Person Signing for Agency or IHE

Date: _____

In accordance with §24-30-202 C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.
STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval

Grant Funding Change Letter Effective Date:_____

EXHIBIT B, GRANT REQUIREMENTS

The following terms as used herein shall be construed and interpreted as follows:

1. AUDIT REQUIREMENTS**A. DUE DATE:****I. PROJECT START:**

The Grantee must submit the most recent audit or financial review, including the corresponding management letter, to DCJ within thirty (30) days of request; and, if the most recent audit/financial review has not already been submitted to DCJ, it must be submitted within thirty (30) days of the start of this project.

II. PROJECT DURATION AND END:

The Grantee assures that it will procure an audit or financial review, incorporating this grant award, by an independent Certified Public Accountant (CPA), licensed to practice in Colorado. The audit or financial review incorporating this grant award must be completed and received by DCJ within nine (9) months of the end of the fiscal years that includes the end date of the grant, or within thirty (30) days of the completion of such audit or review, whichever is earlier.

B. REPORT/AUDIT TYPE:

I. If your entity expended \$750,000 or more in Federal funds (from all sources including pass-through subawards) in your organization's fiscal year (12-month turnaround reporting period), your organization is required to arrange for a single organization-wide audit conducted in accordance with the provisions of Title 2 C.F.R. Subpart F (§ 200.500 et seq.)

II. [NOT APPLICABLE TO SUBGRANTEES AS DEFINED IN §3.DD. "SUBGRANTEE"] If your entity expends less than \$750,000 in Federal funds (from all sources including pass-through subawards) in your organization's fiscal year (12-month turnaround reporting period), your organization is required to arrange for either an audit or financial review as follows:

- 1.** Grantees that have revenue greater than \$300,000 from all sources during the entity's fiscal year are required by DCJ to obtain a financial audit.
- 2.** Grantees that have revenue less than \$300,000 from all sources during the entity's fiscal year are required by DCJ to obtain a financial audit or financial review. A compilation is not sufficient to satisfy this requirement.

C. REPORT/AUDIT COSTS:

The Grantee accepts responsibility for the costs of a financial program audit to be performed by the Department of Public Safety in the event that the audit report or financial review:

- I.** does not meet the applicable federal audit or DCJ standards;

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II. is not submitted in a timely manner; or,

III. does not provide an audit response plan with corresponding corrections made sufficient to satisfy any audit findings.

D. FAILURE TO COMPLY:

The grantee understands and agrees that DCJ or the federal awarding office (DOJ) may withhold award funds, or may impose other related requirements, if the grantee does not satisfactorily and promptly address outstanding issues from audits required by Part 200 Uniform Requirements, by the terms of this award, by the current addition of the DOJ Grants Financial Guide, or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

2. ADDITIONAL REPORTING REQUIREMENTS

In addition to quarterly report requirements these grant funds may have additional report requirements. The additional reports may include, but is not limited to, reporting progress and statistics directly into a federal Performance Management Tool (PMT).

3. FINANCIAL AND ADMINISTRATIVE MANAGEMENT

- A. The Grantee assures that fund accounting, auditing, monitoring, evaluation procedures and such records as necessary will be maintained to assure adequate internal fiscal controls, proper financial management, efficient disbursement of funds received, and maintenance of required source documentation for all costs incurred. These principles must be applied for all costs incurred whether charged on a direct or indirect basis.
- B. All expenditures must be supported by appropriate source documentation. Only actual, approved, allowable expenditures will be permitted.
- C. The Grantee assures that it will comply with the applicable Administrative Guide of the Division of Criminal Justice (Guide), located at the Division of Criminal Justice Grants website. However, such a guide cannot cover every foreseeable contingency, and the Grantee is ultimately responsible for compliance with applicable state and federal laws, rules, and regulations. In the event of conflicts or inconsistencies between the Guide and any applicable state and federal laws, rules and regulations, such conflicts or inconsistencies shall be resolved by applicable state and federal laws, rules and regulations.

4. PROCUREMENT AND CONTRACTS

- A. Grantee assures that open, competitive procurement procedures will be followed for all purchases under the grant. All contracts for professional services, of any amount, and equipment purchases over five thousand dollars (per item, with a useful life of at least one year) must receive prior approval by the DCJ. Grantee shall submit Form 16 – Professional Services/Consultant Certification and/or Form 13 – Equipment Procurement Certification Form.
- B. Grantee may not assign its rights or duties under this grant without the prior written consent of the DCJ.

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5. AWARD CHANGE REQUESTS

- A. Grantee may request budget modifications by submitting a request to DCJ. DCJ reserves the right to make and authorize modifications, adjustments, and/or revisions to the Contract for the purpose of making changes in budget categories, extensions of grant award dates, changes in goals and objectives, and other modifications as described in the body of the Contract.

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EXHIBIT C, SPECIAL CONDITIONS

Special requirements of the law, program requirements, and other administrative requirements. These requirements apply to this agreement.

- I. Grant funds are to be utilized for improvements designed to decrease the incidence of crime and create safer streets.
- II. Eligible grantees are local Governmental agencies.
- III. Money from the grant award must enhance community safety both inside and outside of urban areas
- IV. Funds for this agreement cannot be used for the following:
 - Hiring law enforcement or code enforcement personnel or peace officers
 - Facial recognition purposes
 - Surveillance programs that utilize networks of sensory to detect gunshots, commonly referred to as a “ShotSpotter” program
 - License reader purposes
- V. Grant-Supported strategies must not displace homeless populations.
- VI. Grant-supported activities must not harm Communities of Color or other vulnerable populations.

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EXHIBIT D, STATEMENT OF WORK

The Statement of Work contained within the DocuSign Envelope is incorporated herein.

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EXHIBIT E, BUDGET

The Budget and Budget Narrative contained within the DocuSign Envelope is incorporated herein.

EXHIBIT D – STATEMENT OF WORK

Project Summary

The Town of Severance was incorporated in 1920 with 40 total votes. Over the years, the population has slowly increased from 579 residents in 2000 to 3,165 residents in 2010. The Town has seen a significant increase in population in the last few years, with 7,971 residents in 2020, 9,605 residents in 2021, and an estimated 11,000 residents by 2023. The rapid growth in the area has put a strain on the Town's resources and the four parks widely used by the residents. Three parks were constructed in 1995, 2001, and 2004 when the population was approximately 3,000 residents. During construction, lighting and security features were not part of the original plan due to the small nature of the community, minimal crime at the time, and the Town was in a rural area of Colorado. The Town's growth and the increase of crime have created a need for better lighting at each park and security features to help protect the residents using the parks.

Project Plan

Project "Safe Parks" will use Crime Prevention through Environmental Design (CPTED) to create a safe and clean environment for all residents to use the Town of Severance's parks.

Crime Prevention through Environmental Design (CPTED) is situational crime prevention that aims to "design out" opportunities for criminal offenses, including vandalism and graffiti. The use of CPTED in the management of crime is built upon the rationale that vandals or criminals target places that are easily accessed, have little light, have little surveillance, and have accessible escape routes. CPTED approaches for crime management can be categorized into three main areas: Surveillance and lighting, Access control, and Coating and surfaces for easy graffiti removal.

The Town of Severance will utilize the grant to improve park lighting and place surveillance cameras at all parks owned by the Town. The grant will also allow the Town to install an automated system to limit access to the bathrooms at the parks. The Police Department plans to limit access with juvenile curfews and provide more patrols in the areas at night. The Town is currently taking steps to remodel the playgrounds with coating and surfaces for easy graffiti removal.

Lastly, the Town has welcomed new K-12 schools over the past few years to coincide with the recent population growth. Using a combination of grant funding and capital expenditures, the Town has and continues to incorporate new trails and pedestrian linkages between the school sites, residential neighborhoods, and community features, such as the subject park sites. The lack of lighting and surveillance in these parks, especially during the morning and evening commuting hours for students, raises additional concerns beyond vandalism and graffiti. These features will not only reduce current crime rates, but will help mitigate future instances of crime.

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Goals & Outcomes

GOAL 1

Goal 1 Reduce the volume and level of crime in the target parks.

Objective 1.1

Objective To reduce the overall instances of graffiti and vandalism crimes within the target parks through the installation of lights, surveillance systems, and limiting evening access to public restroom facilities.

Measurement The Police Department will track all reports and instances, per park, for an initial one-year term following installation of the proposed project activities. This data will be compared against prior years to evaluate overall trends.

Timeframe In Quarter 3, following installation in Q2, we anticipate seeing an overall decrease in reported crime instances.

Objective 1.2

Objective To reduce the year-to-year percentage increases in graffiti and vandalism crimes within the target parks through the installation and maintenance of lights, surveillance systems, and limiting evening access to public restroom facilities.

Measurement The Police Department will track crime reports related to the parks where the proposed project activities occur and calculate the percent change over a five (5) year timeframe to analyze overall percentage changes year-to-year.

Timeframe In Quarter 3, following installation in Q2, we anticipate seeing an overall decrease in reported crime instances. Year-to-year trends will not be observed until a full calendar year has lapsed.

GOAL 2

Goal 2 Reduce the amount of crime in the neighborhoods that surround the target parks.

Objective 2.1

Objective To reduce the level of vandalism and trespassing crimes that occur in the neighborhoods adjacent to the target park sites by mitigating crimes in the nearby parks with the proposed project activities.

Measurement The Police Department will track all reports and instances of crime in the residential neighborhoods adjacent to the targeted park sites for an initial one-year term following installation of the proposed project activities. This data will be compared against prior years to evaluate overall trends.

Timeframe In Quarter 3, following installation in Q2, we anticipate seeing an overall decrease in reported crime instances.

GOAL 3

Goal 3 Provide a safe and well-illuminated environment for all residents who use the parks or pass-through the parks between the schools and neighborhoods.

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Objective 3.1

Objective	To reduce the overall instances of graffiti and vandalism present in the target parks through the installation of lights, surveillance systems, and limiting evening access to public restroom facilities.
Measurement	The Police Department will track all reports and instances of crime in the target parks for an initial one-year term following installation of the proposed project activities. This data will be compared against prior years to evaluate overall trends. In addition, Police Department staff will be able to see the parks at night reducing overall response times and providing greater services for the entire community.
Timeframe	In Quarter 3, following installation in Q2, we anticipate seeing an overall decrease in reported crime instances.

Objective 3.2

Objective	To provide a safe and well-illuminated park environment for all residents and visitors who wish to enjoy the park sites during dusk, dawn and evening hours with the installation of lights and surveillance systems
Measurement	The Town will track the number of visitors to the parks over a one-year timeframe following installation of the proposed project activities. In addition, the Town will survey residents to evaluate the level of success the installation of the proposed project activities have on their feelings of safety and effectiveness while using the parks.
Timeframe	End of project duration

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Exhibit E – Budget

	Grant Funds	Match Funds	Project Total
Personnel	\$0	\$0	\$0
Supplies & Operating	\$299,000	\$0	\$299,000
Travel	\$0	\$0	\$0
Equipment	\$0	\$0	\$0
Consultants / Contracts	\$3,000	\$0	\$3,000
Indirect	\$0	\$0	\$0
Total	\$299,000	\$0	\$299,000

Personnel: Budget & Budget Narrative Details

Position Title	Annual Base Salary	Annual Base Salary To Be Paid By Grant Funds	% To Be Paid By Grant Funds	Annual Fringe	Annual Fringe To Be Paid By Grant Funds	% To Be Paid By Grant Funds	Total Annual Base Salary + Fringe	Total Base Salary + Fringe To Be Paid By Grant Funds	OT - Annual Base Salary	OT - Annual Base Salary To Be Paid By Grant Funds	OT - Annual Fringe	OT - Annual Fringe To Be Paid By Grant Funds	Total To Be Paid By Grant Funds (including overtime)
NA	\$0	\$0	0%	\$0	\$0	0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Budget Narrative and Justification:													
Personnel Total:	\$0	\$0	0%	\$0	\$0	0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Non-Personnel: Budget & Budget Narrative Details

Budget Item	Amount To Be Paid By Grant Funds	Budget Narrative and Justification
SUPPLIES & OPERATING		
Bollard Lights	\$240,000	Includes the purchase of 96 bollard lights (\$2,500 each) to be installed within three community parks near playgrounds and along pathways and parking areas. Electricity is being coordinated separately by the Town and the local provider. The final installation of the bollard lights by an electrical contractor is budgeted by the Town through their capital funds.
Surveillance Systems	\$39,000	Three community parks will each feature camera surveillance systems. 10 cameras will be installed per park (a little over \$1,300 per camera), which includes the cameras, a 30-day DVR recording system, and guest WiFi for added service and security for park visitors.
Digital Locks	\$20,000	Two of the parks will receive digital locking systems for the restrooms. These locks are \$10,000 each and will automatically lock and unlock based on the operational hours of the day.
Supplies & Operating Total	\$299,000	

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TRAVEL	
NA	\$0
Travel Total	\$0
EQUIPMENT	
NA	\$0
Equipment Total	\$0
CONSULTANTS/CONTRACTS (PROFESSIONAL SERVICES)	
NA	\$0
Consultants/Contracts Total	\$0
INDIRECT	
NA	\$0
Indirect Total	\$0
Total Non-Personnel	\$299,000

Certificate Of Completion

Envelope Id: C360F3E395494CB5B6B30AF57A099F54

Status: Completed

Subject: DCJ Grant 2023-SS-23-25; Safe Parks

Source Envelope:

Document Pages: 25

Signatures: 2

Certificate Pages: 5

Initials: 0

AutoNav: Enabled

Envelope Stamping: Enabled

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Envelope Originator:

OAJJA Grants

700 Kipling St

Lakewood, CO 80215

cdps_dcj_oajjagrants@state.co.us

IP Address: 165.127.87.1

Record Tracking

Status: Original

12/23/2022 8:54:51 AM

Holder: OAJJA Grants

cdps_dcj_oajjagrants@state.co.us

Location: DocuSign

Security Appliance Status: Connected

Pool: FedRamp

Storage Appliance Status: Connected

Pool: CDPS Contracts and Grants

Location: DocuSign

Signer Events

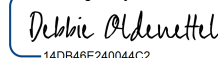
Debbie Oldenettel

Debbie.Oldenettel@state.co.us

Deputy Director, DCJ

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:



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Signature Adoption: Pre-selected Style

Using IP Address: 165.127.87.1

Timestamp

Sent: 12/23/2022 9:00:04 AM

Viewed: 12/23/2022 11:08:05 AM

Signed: 12/23/2022 11:08:13 AM

Electronic Record and Signature Disclosure:

Accepted: 8/15/2022 3:01:53 PM

ID: b0c4163c-f100-4ad2-99f4-9e68c87552b7

Lyndsay J. Clelland

lyndsay.clelland@state.co.us

Contract, Grant and Compliance Coordinator

Division of Criminal Justice

Security Level: Email, Account Authentication
(None)

DocuSigned by:



363D680603F0405...

Signature Adoption: Pre-selected Style

Using IP Address: 184.96.176.203

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Viewed: 12/30/2022 12:31:27 PM

Signed: 12/30/2022 12:31:37 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Timber Ridge Parkway

nwharton@townofseverance.org

Town Administrator

Security Level: Email, Account Authentication
(None)**COPIED**

Sent: 12/30/2022 12:31:40 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Aleah Bachtel aleah.bachtel@state.co.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 12/30/2022 12:31:40 PM
Nancy Mueller nmueller@townofseverance.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 12/30/2022 12:31:40 PM
Lindsay Radcliff Coombes lcoombes@townofseverance.org Deputy Town Manager Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 12/30/2022 12:31:40 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/23/2022 9:00:04 AM
Certified Delivered	Security Checked	12/30/2022 12:31:27 PM
Signing Complete	Security Checked	12/30/2022 12:31:37 PM
Completed	Security Checked	12/30/2022 12:31:40 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, CDPS Contracts and Grants (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact CDPS Contracts and Grants:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: sarah.white@state.co.us

To advise CDPS Contracts and Grants of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at sarah.white@state.co.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from CDPS Contracts and Grants

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to sarah.white@state.co.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with CDPS Contracts and Grants

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to sarah.white@state.co.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify CDPS Contracts and Grants as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by CDPS Contracts and Grants during the course of your relationship with CDPS Contracts and Grants.