



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

AGENDA
TOWN COUNCIL WORK SESSION & MEETING
Tuesday, May 9, 2023, at 6:00 PM

A. CALL TO ORDER SEVERANCE LIQUOR LICENSING AUTHORITY

1. Pledge of Allegiance
2. Roll Call
3. **PUBLIC HEARING**
Pg 4 - New Hotel Restaurant Liquor License Application for Rivera De Chapala LLC dba Tecate Grill
 - Quasi-Judicial
 - Staff Presentation: Leah Vanarsdall, Town Clerk, Nicholas Wharton, Town Manager

B. 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. **Pg Council Member Compensation and Benefits**

C. CALL TO ORDER REGULAR MEETING

1. **Agenda Review by Town Manager**
2. **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 38 - 4.25.23 Minutes**

3. **Approval of Agenda**
4. **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.

5. Council Member Comments

6. 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

D. PROCLAMATION

- 1. Pg 44 - 2023 Police Week Proclamation
- 2. Pg 45 - 2023 Public Works Week Proclamation

E. TOWN COUNCIL

1. PUBLIC HEARING

Pg 46 - Resolution 2023-24R: A Resolution of the Town Council of the Town of Severance, Colorado, ratifying and approving the Planning Commission's adoption of a Comprehensive Plan Amendment pertaining to areas of the Town and to incorporate an updated Parks and Trails Map

- Legislative
- Staff Presentation: Abdul Barzak, Town Planner

2. PUBLIC HEARING

Pg 52 - Resolution 2023-25R: A Resolution of the Town Council of the Town of Severance, Colorado, approving a Site Development Plan for certain real property located within the Town of Severance; and authorizing a Development Agreement pertaining thereto

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

- 3. **Pg 135 - Ordinance 2023-06: A Ordinance of the Town Council of the Town of Severance, Colorado, accepting a grant of permanent easement from Clearview Library District for vehicular and pedestrian access and granting a reciprocal permanent easement to the Clearview Library District for the same purposes; and approving an agreement between the Town of Severance and Clearview Library District for such reciprocal access easement**

- Legislative
- Staff Presentation: Abdul Barzak, Town Planner

F. COUNCIL MEMBER PETITIONS

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

G. ADJOURN

Town Council MEETING

Tuesday, May 9, 2023, 6:00 PM (MDT)

Registration URL

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

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



AGENDA ITEM SUMMARY

AGENDA ITEM	SUBMITTED BY	PRESENTED BY
PUBLIC HEARING Pg 4 - New Hotel Restaurant Liquor License Application for Rivera De Chapala LLC dba Tecate Grill	Leah Vanarsdall, Town Clerk Nicholas Wharton, Town Manager	Leah Vanarsdall, Town Clerk
ACTION REQUESTED		
The Clerk's Office asks that the Severance Liquor Authority review, discuss, and take action on the Application enclosed in your Packet for Rivera de Chapala LLC dba Tecate Grill. Actions that may be taken: 1. Move to Approve the Hotel and Restaurant Liquor License for Rivera de Chapala LLC dba Tecate Grill as presented 2. Move to Approve the Hotel and Restaurant Liquor License with conditions		<u>Presentation</u> <u>Attorney Approved</u> <u>Action Requested</u>
BRIEF SUMMARY		
The Liquor License for G5 Brew Pub was surrendered on March 15th, 2023, located at 1018 Mahogany Way, Severance, CO 80550, and has been confirmed by the State. The application for Rivera de Chapala LLC dba Tecate Grill Hotel and Restaurant Liquor License was received on Thursday, March 9, 2023 by the Clerk's Office and submitted to the State for a concurrent review. All appropriate fees have been paid to the State and Town. The Public Hearing was Noticed in the Greeley Tribune for Sunday, March 25, 2023. The property has been posted/noticed since Friday, March 24, 2023. All applicants have completed the necessary paperwork and have been fingerprinted. The background clearances have been received from CBI and filed with the Clerk's Office. A tentative opening date will be mid-May to late May 2023. No building permits were required for any changes to the allowable premised area. The applicant will be sharing this address with Dominos Pizza. Thus, a new address has been assigned for Tecate Grill, adding Unit B to their physical address. With the Applicant, having met all requirements for a new license, it is now being brought before the Severance Liquor Authority for review.		
PUBLIC SUPPORT/CONCERN		
Public Hearing Notices were published in the Greeley Tribune and posted in all three (3) locations		

designated by Resolution 2016-01R

ANALYSIS AND RECOMMENDATION

The recommendation by the Town of Severance is to approve the Hotel & Restaurant Liquor License as presented.

MATERIALS SUBMITTED

The following materials were submitted and included in this packet:

1. PH Liquor Notice for Tecate Grill-Greeley Trib 3.25.23
2. Tecate Grill HR Application - TC 5.09.23

PUBLIC NOTICE

You are hereby notified that pursuant to C.R.S. 44-3-311, **RIVERA DE CHAPALA LLC** dba **TECATE GRILL**, located at 1018 Mahogany Way, Unit B, Severance, CO, 80550 requested the Liquor Licensing Authority of the Town of Severance, Colorado, to grant a new Hotel and Restaurant liquor license for the sale of MALT, VINOUS and SPIRITUOUS LIQUOR for on premises consumption.

APPLICANT consists of Managing Member Ramon Cisneros Rodriguez, 3651 Mount Hope Dt, Wellington, CO 80549. The application date is **March 9, 2023**.

You are further notified that on **Tuesday, May 9th, 2023, 6:00 pm.** or as soon thereafter as the matter may be heard, a **PUBLIC HEARING** on the application will be held before the Severance Liquor Licensing Authority.

The public may participate in these ways:

1. Provide comment in advance to ivanarsdall@townofseverance.org (comment by noon on Monday, May 1st, 2023)
2. Attend the **PUBLIC HEARING** on **Tuesday, May 9th, 2023 @ 6:00 pm.**

Petitions or Remonstrances may be submitted by Monday, May 1st, 2023 to the Town Clerk, Leah Vanarsdall at 3 S Timber Ridge Pkwy, Severance CO 80550 in writing or by email to ivanarsdall@townofseverance.org.

By Order of the Town of Severance.

/s/ Leah Vanarsdall

Leah Vanarsdall, Town Clerk

Published in the Greeley Tribune: March 25, 2023

Colorado Liquor Retail License Application

☐ New License ☒ New-Concurrent ☐ Transfer of Ownership ☐ State Property Only ☐ Master file			
• All answers must be printed in black ink or typewritten • Applicant must check the appropriate box(es) • Applicant should obtain a copy of the Colorado Liquor and Beer Code: SBG.Colorado.gov/Liquor			
1. Applicant is applying as a/an ☐ Individual ☒ Limited Liability Company ☐ Association or Other ☐ Corporation ☐ Partnership (includes Limited Liability and Husband and Wife Partnerships)			
2. Applicant If an LLC, name of LLC; If partnership, at least 2 partner's names; If corporation, name of corporation RIVERA DE CHAPALA LLC			FEIN Number 92-2436021
2a. Trade Name of Establishment (DBA) Tecate Grill		State Sales Tax Number 95571742	Business Telephone (970) 539-6156
3. Address of Premises (specify exact location of premises, include suite/unit numbers) 1018 Mahogany Way Unit B			
City Severance		County Weld	State CO ZIP Code 80550
4. Mailing Address (Number and Street) 320 Peyton Dr		City or Town Fort Collins	State CO ZIP Code 80525
5. Email Address emiliosoccer@gmail.com			
6. If the premises currently has a liquor or beer license, you must answer the following questions			
Present Trade Name of Establishment (DBA) N/A		Present State License Number	Present Class of License Present Expiration Date
Section A Nonrefundable Application Fees*		Section B (Cont.) Liquor License Fees*	
☐ Application Fee for New License\$1,100.00 ☒ Application Fee for New License w/Concurrent Review\$1,200.00 ☐ Application Fee for Transfer\$1,100.00		☐ Liquor-Licensed Drugstore (County)\$312.50 ☐ Lodging & Entertainment - L&E (City)\$500.00 ☐ Lodging & Entertainment - L&E (County)\$500.00 ☐ Manager Registration - H & R\$30.00 ☐ Manager Registration - Tavern\$30.00 ☐ Manager Registration - Lodging & Entertainment\$30.00 ☐ Manager Registration - Campus Liquor Complex\$30.00 ☐ Optional Premises License (City)\$500.00 ☐ Optional Premises License (County)\$500.00 ☐ Racetrack License (City)\$500.00 ☐ Racetrack License (County)\$500.00 ☐ Resort Complex License (City)\$500.00 ☐ Resort Complex License (County)\$500.00 ☐ Related Facility - Campus Liquor Complex (City)\$160.00 ☐ Related Facility - Campus Liquor Complex (County)\$160.00 ☐ Related Facility - Campus Liquor Complex (State)\$160.00 ☐ Retail Gaming Tavern License (City)\$500.00 ☐ Retail Gaming Tavern License (County)\$500.00 ☐ Retail Liquor Store License-Additional (City)\$227.50 ☐ Retail Liquor Store License-Additional (County)\$312.50 ☐ Retail Liquor Store (City)\$227.50 ☐ Retail Liquor Store (County)\$312.50 ☐ Tavern License (City)\$500.00 ☐ Tavern License (County)\$500.00 ☐ Vintners Restaurant License (City)\$750.00 ☐ Vintners Restaurant License (County)\$750.00	
Section B Liquor License Fees*			
☐ Add Optional Premises to H & R\$100.00 X Total _____ ☐ Add Related Facility to Resort Complex \$75.00 X Total _____ ☐ Add Sidewalk Service Area\$75.00 ☐ Arts License (City)\$308.75 ☐ Arts License (County)\$308.75 ☐ Beer and Wine License (City)\$351.25 ☐ Beer and Wine License (County)\$436.25 ☐ Brew Pub License (City)\$750.00 ☐ Brew Pub License (County)\$750.00 ☐ Campus Liquor Complex (City)\$500.00 ☐ Campus Liquor Complex (County)\$500.00 ☐ Campus Liquor Complex (State)\$500.00 ☐ Club License (City)\$308.75 ☐ Club License (County)\$308.75 ☐ Distillery Pub License (City)\$750.00 ☐ Distillery Pub License (County)\$750.00 ☒ Hotel and Restaurant License (City)\$1,000.00 \$600.00 ☐ Hotel and Restaurant License (County)\$500.00 ☐ Hotel and Restaurant License w/one opt premises (City)\$600.00 ☐ Hotel and Restaurant License w/one opt premises (County)\$600.00 ☐ Liquor-Licensed Drugstore (City)\$227.50			
* Note that the Division will not accept cash			
Questions? Visit: SBG.Colorado.gov/Liquor for more information			
Do not write in this space - For Department of Revenue use only			
Liability Information			
License Account Number	Liability Date	License Issued Through (Expiration Date)	Total \$

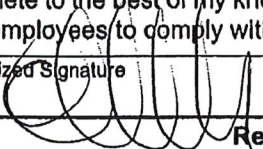
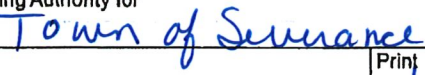
Application Documents Checklist and Worksheet

Instructions: This checklist should be utilized to assist applicants with filing all required documents for licensure. All documents must be properly signed and correspond with the name of the applicant exactly. All documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable. **Questions? Visit: SBG.Colorado.gov/Liquor for more information**

Items submitted, please check all appropriate boxes completed or documents submitted	
I.	Applicant Information ☒ A. Applicant/Licensee identified ☒ B. State sales tax license number listed or applied for at time of application ☒ C. License type or other transaction identified ☒ D. Return originals to local authority (additional items may be required by the local licensing authority) ☒ E. All sections of the application need to be completed ☒ F. Master file applicants must include the Application for Master File form DR 8415 and applicable fees to this Retail License Application
II.	Diagram of the premises ☒ A. No larger than 8½" X 11" ☒ B. Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.) ☐ C. Separate diagram for each floor (if multiple levels) ☒ D. Kitchen - identified if Hotel and Restaurant ☒ E. Bold/Outlined Licensed Premises
III.	Proof of property possession (One Year Needed) ☐ A. Deed in name of the applicant (or) (matching question #2) date stamped / filed with County Clerk ☒ B. Lease in the name of the applicant (or) (matching question #2) ☐ C. Lease assignment in the name of the applicant with proper consent from the landlord and acceptance by the applicant ☐ D. Other agreement if not deed or lease. (matching question #2)
IV.	Background Information (DR 8404-I) and financial documents ☒ A. Complete DR 8404-I for each principal (Individuals with more than 10% ownership, officers, directors, partners, members) ☒ B. Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved State Vendor. Master File applicants submit results to the State using code 25YQHT with IdentoGO. Do not complete fingerprint cards prior to submitting your application. The Vendors are as follows: IdentoGO – https://uenroll.identogo.com/ Phone: 844-539-5539 (toll-free) Colorado Fingerprinting – http://www.coloradofingerprinting.com Appointment Scheduling Website: http://www.coloradofingerprinting.com/cabs/ Phone: 720-292-2722 Toll Free: 833-224-2227 Details about the vendors and fingerprinting in Colorado can be found on CBI's website here: https://cbi.colorado.gov/sections/biometric-identification-and-records-unit/employment-and-background-checks ☐ C. Purchase agreement, stock transfer agreement, and/or authorization to transfer license ☒ D. List of all notes and loans (Copies to also be attached)
V.	Sole proprietor/husband and wife partnership (if applicable) ☐ A. Form DR 4679 ☐ B. Copy of State issued Driver's License or Colorado Identification Card for each applicant
VI.	Corporate applicant information (if applicable) ☐ A. Certificate of Incorporation ☒ B. Certificate of Good Standing ☐ C. Certificate of Authorization if foreign corporation (out of state applicants only)
VII.	Partnership applicant information (if applicable) ☐ A. Partnership Agreement (general or limited). ☐ B. Certificate of Good Standing
VIII.	Limited Liability Company applicant information (if applicable) ☒ A. Copy of articles of organization ☒ B. Certificate of Good Standing ☐ C. Copy of Operating Agreement (if applicable) ☐ D. Certificate of Authority if foreign LLC (out of state applicants only)
IX.	Manager registration for Hotel and Restaurant, Tavern, Lodging & Entertainment, and Campus Liquor Complex licenses when included with this application ☐ A. \$30.00 fee ☒ B. If owner is managing, no fee required

Name Rivera de Chapala LLC dba Tecate Grill	Type of License Hotel & Restaurant (city)	Account Number 95571742
7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years? Yes ☐ No ☒		
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):		
a. Been denied an alcohol beverage license?		Yes ☐ No ☒
b. Had an alcohol beverage license suspended or revoked?		Yes ☐ No ☒
c. Had interest in another entity that had an alcohol beverage license suspended or revoked?		Yes ☒ No ☐
If you answered yes to 8a, b or c, explain in detail on a separate sheet. see attachment		
9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail. Yes ☐ No ☒		
10. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary? Yes ☐ No ☒		
Waiver by local ordinance? ☐ Other: ☒		
11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS. N/A ☐ ☐		
12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS. N/A ☐ ☐		
13. a. For additional Retail Liquor Store only, Was your Retail Liquor Store License issued on or before January 1, 2016? ☐ ☐		
b. Are you a Colorado resident? N/A ☐ ☐		
14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any <u>current</u> financial interest in said business including any loans to or from a licensee. see attachment Yes ☒ No ☐		
15. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership, lease or other arrangement? Yes ☒ No ☐		
☐ Ownership ☒ Lease ☐ Other (Explain in Detail) _____		
a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease:		
Landlord Sevpai, LLC	Tenant Rivera de Chapala LLC	Expires 12/31/28 approx
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16. Yes ☐ No ☒		
c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8½" X 11".		
16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.		
Last Name Tepeyac, LLC	First Name	Date of Birth
		FEIN or SSN 84-2334365
		Interest/Percentage \$40,000 loan
Last Name also see attachment	First Name	Date of Birth
		FEIN or SSN
		Interest/Percentage
Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.		
17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: N/A ☐ ☐		
Has a local ordinance or resolution authorizing optional premises been adopted?		
Number of additional Optional Premise areas requested. (See license fee chart)		
18. For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.		

Name Rivera de Chapala LLC dba Tecate Grill	Type of License Hotel & Restaurant (city)	Account Number 95571742		
19. Liquor Licensed Drugstore (LLDS) applicants, answer the following: N/A a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise? ☐ ☐ If "yes" a copy of license must be attached.				
20. Club Liquor License applicants answer the following: Attach a copy of applicable documentation N/A Yes No a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain? ☐ ☐ b. Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain? ☐ ☐ c. How long has the club been incorporated? d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above? ☐ ☐				
21. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following: N/A a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached) ☐ ☐				
22. Campus Liquor Complex applicants answer the following: N/A a. Is the applicant an institution of higher education? ☐ ☐ b. Is the applicant a person who contracts with the institution of higher education to provide food services? ☐ ☐ If "yes" please provide a copy of the contract with the institution of higher education to provide food services.				
23. For all on-premises applicants. a. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit an Manager Permit Application - DR 8000 and fingerprints.				
Last Name of Manager Cisneros	First Name of Manager Ramon			
24. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number. Yes No ☐ ☒				
25. Related Facility - Campus Liquor Complex applicants answer the following: N/A ☐ ☐ a. Is the related facility located within the boundaries of the Campus Liquor Complex? If yes, please provide a map of the geographical location within the Campus Liquor Complex. If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex. b. Designated Manager for Related Facility- Campus Liquor Complex				
Last Name of Manager	First Name of Manager			
26. Tax Information. Yes No a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? ☐ ☒ b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? ☐ ☒				
27. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.				
Name Francisco Galvan	Home Address, City & State 1749 Fremont Ct Fort Collins CO 80526	DOB 10/4/69	Position Member	%Owned 30%
Name Martha A de Galvan	Home Address, City & State 1749 Fremont Ct Fort Collins CO 80526	DOB 7/14/73	Position Member	%Owned 10%
Name Emiliano Arechiga Contreras	Home Address, City & State 320 Peyton Dr Fort Collins CO 80525	DOB 4/18/80	Position Member	%Owned 30%
Name Ramon Cisneros Rodriguez	Home Address, City & State 3651 Mount Hope St Wellington CO	DOB 9/2/67	Position Member	%Owned 30%
Name	Home Address, City & State	DOB	Position	%Owned

Name Rivera de Chapala LLC dba Tecate Grill	Type of License Hotel & Restaurant (city)	Account Number 95571742
** If applicant is owned 100% by a parent company, please list the designated principal officer on above. ** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable) ** If total ownership percentage disclosed here does not total 100%, applicant must check this box: ☒ Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.		
Oath Of Applicant		
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.		
Authorized Signature 	Printed Name and Title Emiliano Arechiga Contreras, Chief Executive Member	Date 3-9-23
Report and Approval of Local Licensing Authority (City/County)		
Date application filed with local authority March 9, 2023	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application) May 9, 2023 @ 6:00 pm	
The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been: ☒ Fingerprinted ☒ Subject to background investigation, including NCIC/CCIC check for outstanding warrants That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license (Check One) ☐ Date of inspection or anticipated date _____ ☒ Will conduct inspection upon approval of state licensing authority		
☐ Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,000? Yes ☐ No ☐ ☐ Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,000? Yes ☐ No ☐ NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS. ☐ Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period? Yes ☐ No ☐		
The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. Therefore, this application is approved.		
Local Licensing Authority for Town of Severance	Telephone Number 970.686.1218	☒ Town, City ☐ County
Signature 	Print Leah Vanarsdall	Title Town Clerk
Signature	Print	Date
Signature	Print	Date

Fees Due	
Initial Application Fee	\$11.00
Renewal Fee	\$11.00

Takeout and Delivery Permit Application & Renewal (On-Premises Applicants Only)

☒ Initial Application		☐ Renewal	
Corporate Business Name <i>Muena de Chapala</i>		Trade Name (DBA) <i>Tecate Grill</i>	
Physical Address of Premises <i>1018 mahogany way</i>		Liquor License Number	
City <i>Severance</i>		County <i>weld</i>	State <i>CO</i>
Mailing Address (if different than Physical Address)		Suite/Unit Number <i>B</i>	
City		State	ZIP Code <i>80550</i>
Business Phone Number <i>970 5396156</i>		Business Email Address <i>emilio.sorcer@gmail.com</i>	
1. You certify that the delivery of alcohol beverages shall only be made to a person TWENTY-ONE (21) years of age or older at the address specified in the order.			☒ Yes ☐ No
2. You certify that the delivery must be made by the licensee or the licensee's employee who is at least TWENTY-ONE (21) years of age and is using a vehicle owned or leased by the licensee to make the delivery.			☒ Yes ☐ No
3. You certify that the licensee's employee who delivers the alcohol beverages shall note and log at the time of delivery, the name and date of birth of the person the alcohol beverages are delivered to. Under no circumstances shall a person under TWENTY-ONE (21) years of age be permitted to receive a delivery of alcohol beverages.			☒ Yes ☐ No
4. You understand that a licensee must derive no more than FIFTY (50) percent of its gross annual revenues from sales of alcohol beverages that the licensee delivers.			☒ Yes ☐ No
5. Are you using a third party's ordering software to take orders?			☐ Yes ☒ No
If you answered "Yes" to question number five (5) above, upload all documents concerning the agreement between the ordering service and the licensee.			
Note - While a third party's ordering software may be used, physical delivery can only be accomplished by the licensee or the licensee's employee using a vehicle owned or leased by the licensee.			
6. Have you verified with your local licensing authority that no local permits are required for takeout and delivery?			☒ Yes ☐ No
7. Are you the applicant or an authorized agent of the business?			☒ Yes ☐ No
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.			☒ Yes ☐ No
Name of the applicant or an authorized agent of the business <i>Emilio Contreras</i>		Title of the applicant or an authorized agent of the business <i>owner</i>	
Signature <i>[Signature]</i>		Date <i>3-20-23</i>	

Payment (Please submit Payment in one of the following ways):

Via mail with your application P.O. Box 17087 Denver, CO 80217-0087	Via email to: DOR_liqlicensing@state.co.us An email will be sent to you with directions on how to make a payment via our online payment portal.
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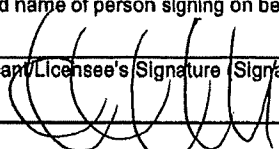
Tax Check Authorization, Waiver, and Request to Release Information

I, Emiliano Arechiga Contreras am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of Rivera de Chapala LLC dba Tecate Grill (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101, et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business) Rivera de Chapala LLC dba Tecate Grill		Social Security Number/Tax Identification Number 92-2436021	
Address 1018 Mahogany Way Unit B			
City Severance		State CO	Zip 80550
Home Phone Number		Business/Work Phone Number (970) 539-6156	
Printed name of person signing on behalf of the Applicant/Licensee Emiliano Arechiga Contreras, Chief Executive Member			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) 			Date signed 3-9-23

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

EXHIBIT A TO COMMERCIAL LEASE
Depiction of Leased Premises

FLOOR PLAN

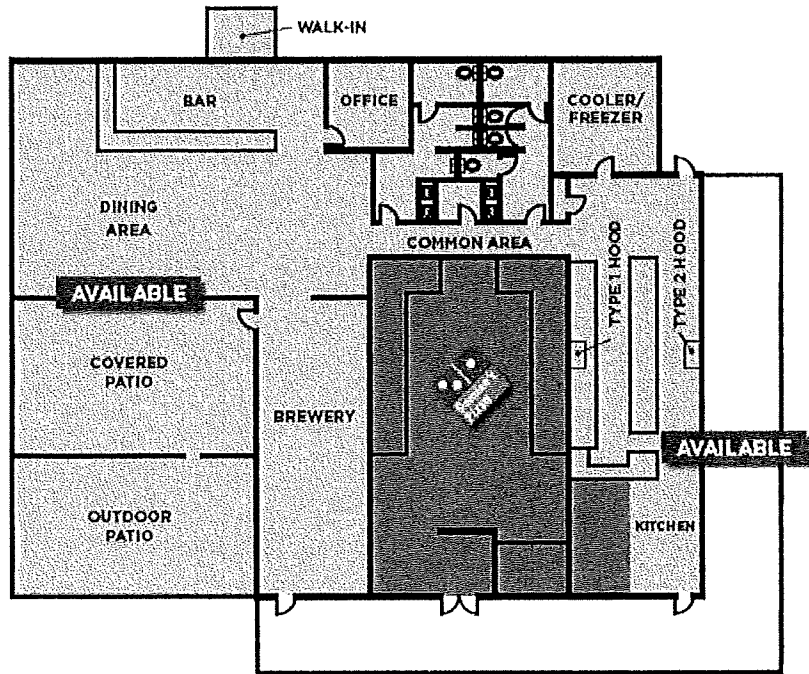


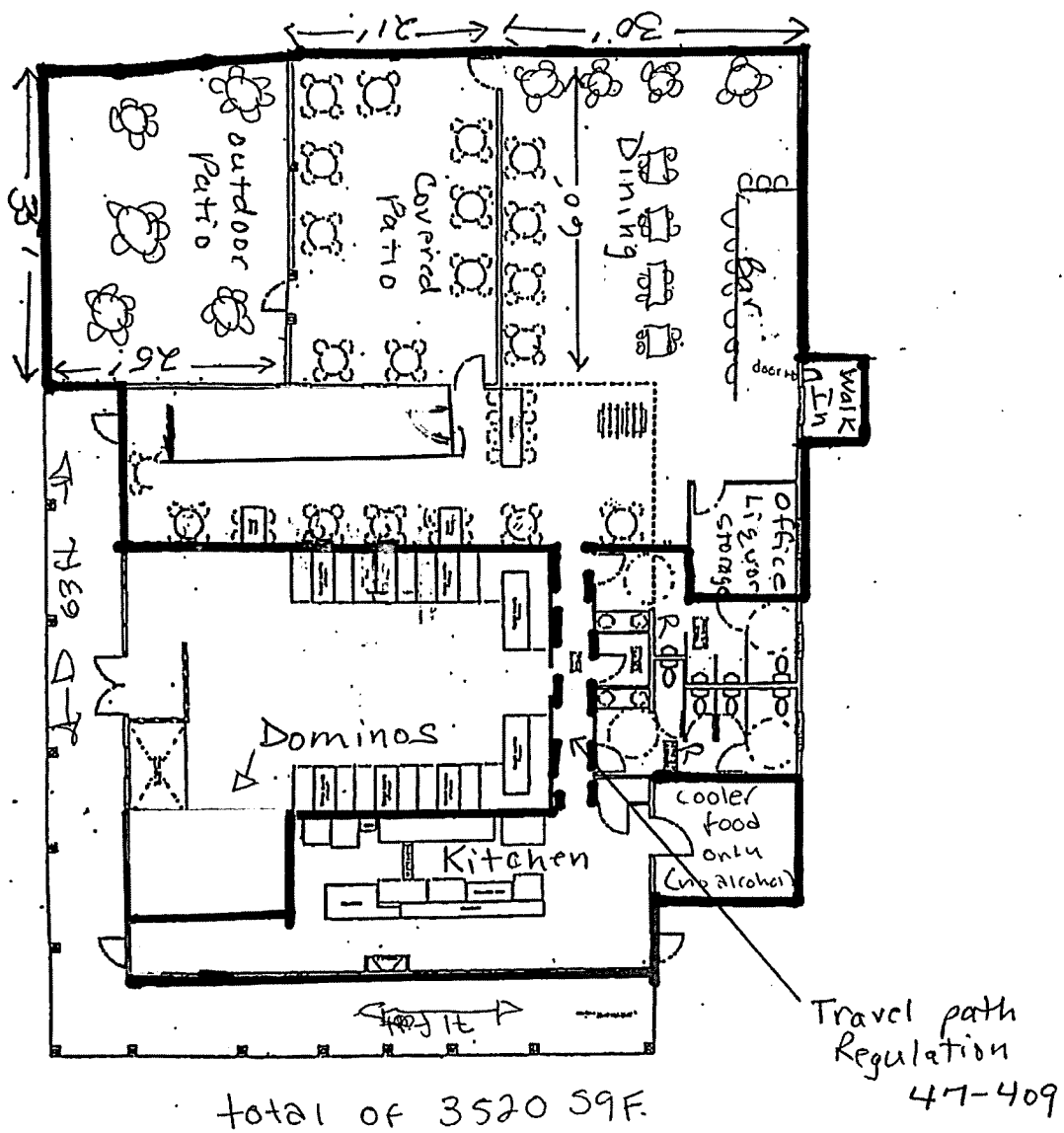
EXHIBIT C

Landlord Work:

1. Landlord shall demise the Leased Premises per the floorplans provided to Tenant
2. Landlord shall have all FF&E not usable by Tenant removed.
3. Landlord shall service the HVAC and ensure it is in good working condition
4. Landlord shall deliver the Leased Premises in "broom clean" condition
5. Landlord shall deliver a surrender from the current holder of the liquor license for the Premises in a form reasonably acceptable to the applicable licensing authority.

Tenant Work:

1. Tenant shall repaint the Leased Premises
2. Tenant shall remove the stage in the Leased Premises
3. Tenant shall refinish the floors in the Leased Premises
4. Tenant shall remove the bar top and replace with granite
5. Tenant shall remove the front of the bar and refinish
6. Tenant shall add stone trimming around all windows
7. Tenant shall redo the existing restroom with new lighting and paint



RIVERA DE CHAPALA LLC dba Tecate Grill
 1018 Mahogany Way Unit B
 Severance, CO 80550



Document must be filed electronically.
Paper documents are not accepted.
Fees & forms are subject to change.
For more information or to print copies
of filed documents, visit www.coloradosos.gov.

Colorado Secretary of State
Date and Time: 02/20/2023 01:02 PM
ID Number: 20231184758
Document number: 20231184758
Amount Paid: \$1.00

ABOVE SPACE FOR OFFICE USE ONLY

Statement of Trade Name of a Reporting Entity
filed pursuant to §7-71-103 and §7-71-107 of the Colorado Revised Statutes (C.R.S)

1. For the reporting entity delivering this statement, its ID number, true name, form of entity and the jurisdiction under the law of which it is formed are

ID Number	<u>20231153750</u> <i>(Colorado Secretary of State ID number)</i>
True name	<u>Rivera de Chapala LLC</u>
Form of entity	<u>Limited Liability Company</u>
Jurisdiction	<u>Colorado</u>

2. The trade name under which such entity transacts business or conducts activities or contemplates transacting business or conducting activities in this state is

Tecate Grill

3. A brief description of the kind of business transacted or activities conducted or contemplated to be transacted or conducted in this state under such trade name is

Mexican restaurant

4. *(If the following statement applies, adopt the statement by marking the box and include an attachment.)*

☐ This document contains additional information as provided by law.

5. *(Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)*

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document are _____
(mm/dd/yyyy hour:minute am/pm)

Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that such document is such individual's act and deed, or that such individual in good faith believes such document is the act and deed of the person on whose behalf such individual is causing such document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S. and, if applicable, the constituent documents and the organic statutes, and that such individual in good faith believes the facts stated in such document are true and such document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is identified in this document as one who has caused it to be delivered.

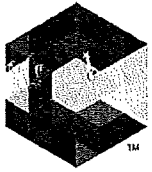
6. The true name and mailing address of the individual causing this document to be delivered for filing are

<u>Kaiser</u>	<u>Erika</u>	<u>M.</u>	
(Last)	(First)	(Middle)	(Suffix)
<u>1410 Bellaire Dr</u>			
(Street number and name or Post Office Box information)			
<u>Colorado Springs</u>	<u>CO</u>	<u>80909</u>	
(City)	(State)	(Postal/Zip Code)	
<u>United States</u>			
(Country – if not US)			

☐ (If the following statement applies, adopt the statement by marking the box and include an attachment.)
This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

Disclaimer:

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).



Colorado Secretary of State

Colorado Secretary of State

ID#: 20231153750

Document #: 20231153750

Filed on: 02/07/2023 09:02:05 AM

Paid: \$1.00

Articles of Organization for a Limited Liability Company

filed pursuant to § 7-90-301 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

The domestic entity name of the limited liability company is Rivera de Chapala LLC

The principal office street address is 1749 Fremont Ct
Fort Collins CO 80526
US

The principal office mailing address is 1749 Fremont Ct
Fort Collins CO 80526
US

The name of the registered agent is Erika M Kaiser

The registered agent's street address is 1410 Bellaire Dr
Colorado Springs CO 80909
US

The registered agent's mailing address is 1410 Bellaire Dr
Colorado Springs CO 80909
US

The person above has agreed to be appointed as the registered agent for this entity.

The management of the limited liability company is vested in Members

There is at least one member of the limited liability company.

Person(s) forming the limited liability company

Francisco Galvan
1749 Fremont Ct
Fort Collins CO 80526
US

Emiliano Arechiga Contreras
320 Peyton Dr.
Fort Collins CO 80525
US

Ramon Cisneros Rodriguez
3651 Mount Hope St
Wellington CO 80549
US

Martha A de Galvan
1749 Fremont Ct
Fort Collins CO 80526
US

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., and, if applicable, the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

Name(s) and address(es) of the individual(s) causing the document to be delivered for filing

Erika M Kaiser
1410 Bellaire Dr
Colorado Springs CO 80909
US

Affidavit - Restrictions On Public Benefits

Francisco Galvan I, _____, swear or affirm under penalty of perjury under the laws of the State of Colorado that (check one): ☒ I am a United States citizen. ☐ I am not a United States citizen but I am a Permanent Resident of the United States. ☐ I am not a United States citizen but I am lawfully present in the United States pursuant to Federal law. ☐ I am a foreign national not physically present in the United States.	
I understand that this sworn statement is required by law because I have applied for a public benefit. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under Colorado Revised Statute 18-8-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.	
Signature <i>Francisco Galvan</i>	Date (MM/DD/YY) 03-09-2023

Individual History Record

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant, Tavern and Lodging and Entertainment class of retail license

Notice: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". Any deliberate misrepresentation or material omission may jeopardize the license application. (Please attach a separate sheet if necessary to enable you to answer questions completely)				
1. Name of Business Rivera de Chapala LLC dba Tecate Grill		Home Phone Number N/A	Cellular Number (970) 443-2003	
2. Your Full Name (last, first, middle) Galvan, Francisco Javier		3. List any other names you have used N/A		
4. Mailing address (if different from residence) same		Email Address franciscog1947@icloud.com		
5. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)				
Street and Number		City, State, Zip		From
Current 1749 Fremont Ct.		Fort Collins, CO 80526		06/01/98
Previous				
6. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)				
Name of Employer or Business	Address (Street, Number, City, State, Zip)	Position Held	From	To
3 Margaritas	4010 S College Ave Fort Collins CO 80525	management	1998	present
7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.				
Name of Relative	Relationship to You	Position Held	Name of Licensee	
Martha deGalvan	spouse	co-owner (member)	Rivera de Chapala LLC	
also see attachment				
8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? (If yes, answer in detail.) ☒ Yes ☐ No				
see attachment				
9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? (If yes, explain in detail.) ☒ Yes ☐ No				
see attachment				

10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.) ☐ Yes ☒ No

11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (If yes, explain in detail.) ☐ Yes ☒ No

12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.) ☐ Yes ☒ No

Personal and Financial Information

Unless otherwise provided by law, the personal information required in question #13 will be treated as confidential. The personal information required in question #13 is solely for identification purposes.

13a. Date of Birth 10/04/69	b. Social Security Number [REDACTED]	c. Place of Birth Cuautla, Jalisco, Mexico	d. U.S. Citizen ☒ Yes ☐ No
e. If Naturalized, state where Spokane, Washington		f. When 12/13/95	g. Name of District Court Eastern District of Washington
h. Naturalization Certificate Number [REDACTED]	i. Date of Certification 12/13/95	j. If an Alien, Give Alien's Registration Card Number	k. Permanent Residence Card Number
l. Height 5'7"	m. Weight 155	n. Hair Color Black	o. Eye Color Brown
p. Gender Male	q. Do you have a current Driver's License/ID? If so, give number and state. ☒ Yes ☐ No # [REDACTED] State CO		

14. Financial Information.

a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other.
\$ 100,000.00

b. List the total amount of the **personal** investment, made by the person listed on question #2, in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid. \$ 40,000.00

* If corporate investment only please skip to and complete section (d)

** Section b should reflect the total of sections c and e

c. Provide details of the personal investment described in 14b. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Account Type	Bank Name	Amount
Cash from loan, see below			

d. Provide details of the corporate investment described in 14 (a). You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Loans	Account Type	Bank Name	Amount

e. Loan Information (Attach copies of all notes or loans)

Name of Lender	Address	Term	Security	Amount
Tepeyac, LLC	119 3rd Ave Kearney NE 68845	5 years	None	\$40,000.00

Oath of Applicant

I declare under penalty of perjury that this application and all attachments are true, correct, and complete to the best of my knowledge.

Authorized Signature <i>Francisco Galvan</i>	Print Signature Francisco Galvan	Title Member	Date 3-09-23
---	-------------------------------------	-----------------	-----------------

**ATTACHMENT TO DR 8404-I INDIVIDUAL HISTORY RECORD OF
Francisco Galvan**

**RIVERA DE CHAPALA LLC dba Tecate Grill
1018 Mahogany Way Unit B
Severance, CO 80550**

QUESTION 7. Relatives working or holding a financial interest in Colorado alcohol beverage industry:

a). Hugo R. Galvan, brother, is a principal of the following corporations which hold hotel/restaurant liquor licenses in Colorado:

Margaritas Enterprises, Inc. d/b/a 3 Margaritas, 4010 S. College Ave., Ft. Collins, CO 80525;

3 Margaritas XX, Inc. 2297 Greeley Mall, Greeley, CO 80631.

b). Juan Manuel Galvan-Ramos, brother, is a principal of the following corporation which holds a hotel/restaurant liquor license in Colorado:

Axtlan, Inc., d/b/a 3 Margaritas, 1417 Cheyenne Ave., Loveland, CO 80538

c). Jose Galvan Ramos, brother, is a principal of the following corporation which holds a hotel/restaurant liquor license in Colorado:

Axtlan, Inc., d/b/a 3 Margaritas, 1417 Cheyenne Ave., Loveland, CO 80538

d). Gustavo Morales Ramos, uncle, is a principal of the following corporations which hold hotel/restaurant liquor licenses in Colorado:

Centenario, Inc. d/b/a 3 Margaritas VI, 6896 W. 120th Ave., Broomfield, CO 80020

Los Veranos, Inc., 530 E. Bromley Lane, Unit 125, Brighton, CO 80601;

3 Margaritas, 14697 Delaware St. #800, Westminster, CO 80023;

3 Margaritas XVIII, INC. 3202 E. 104th Avenue, Thornton, CO 80229

El Roble, Inc. d/b/a Casa Patron, 1215 W. Platte Ave., Fort Morgan, CO 80701

e). Jose Nicolas Morales, uncle, is a principal of the following corporations which hold hotel/restaurant liquor licenses in Colorado:

Margaritas Enterprises, Inc., d/b/a 3 Margaritas, 4010 S. College Ave., Fort Collins, CO 80525;

Axtlan, Inc. d/b/a 3 Margaritas, 1417 Cheyenne Ave., Loveland, CO 80538;
Tecalitlan, Inc. d/b/a 3 Margaritas X, 2350 N. Main St., Longmont, CO 80501;
Cuautla, Inc. d/b/a 3 Margaritas VIII, 3620 N. Freeway Road, Pueblo, Colorado 81008;
Azaboche, Inc. d/b/a 3 Margaritas IX, 9190 Wadsworth Parkway, Westminster, CO 80030;
3 Margaritas XIX, Inc., 5130 S. Wadsworth Blvd., Lakewood, CO 80123;
Iguana, Inc. d/b/a 3 Margaritas XXVII, 10160 W. 50th Ave., Unit 7, Wheat Ridge, CO 80033;
Capitán, Inc. d/b/a 3 Margaritas, 177 S. Purcell Blvd., Pueblo West, CO 81007;
3 Margaritas SH, Inc., dba 3 Margaritas, 25791 East Smoky Hill Road #100, Aurora, CO 80016;
Centro 3M, Inc. dba 3 Margaritas Family Mexican Restaurant, 519 16th St., Denver, CO 80202;
and
Loma Dura LLC dba Milagros Cocina Mexicana, 7455 N. Academy Blvd., Colorado Springs, CO 80920.

f). Emiliano Contreras, cousin, is a principal of the following corporation that holds a hotel/restaurant liquor license in Colorado:

Tecate Grill, Inc., 1501 W. Elizabeth St., Unit 2, Fort Collins, CO 80521

QUESTION 8: Currently an officer, director and stockholder of:

Margaritas Enterprises, Inc., d/b/a 3 Margaritas, 4010 S. College Ave., Fort Collins, CO 80525;
3 Margaritas XX, Inc. 2297 Greeley Mall, Greeley, CO 80631; and
Tecate Grill, Inc., 1501 W. Elizabeth St., Unit 2, Fort Collins, CO 80521

Formerly an officer, director and stockholder of Cancun, Inc., d/b/a 3 Margaritas, 501 E. County Line Road, Littleton, CO 80126, which has closed.

QUESTION 9: I have not personally received a violation; however a corporation in which I have an ownership interest received the following violations:

Margaritas Enterprises, Inc. d/b/a 3 Margaritas, 3400 S. College Ave., Fort Collins, CO 80525 had a sale to minor violation in 2000 (fine in lieu of suspension), a sale to minor violation in November 2003 (fine in lieu of suspension); had its license suspended for 27 days on May 15, 2006 for sale to a minor. Twenty days were held in abeyance, and a fine in lieu of suspension was paid for the remaining seven days.

Affidavit - Restrictions On Public Benefits

Martha A. deGalvan I, _____, swear or affirm under penalty of perjury under the laws of the State of Colorado that (check one): ☐ I am a United States citizen. ☒ I am not a United States citizen but I am a Permanent Resident of the United States. ☐ I am not a United States citizen but I am lawfully present in the United States pursuant to Federal law. ☐ I am a foreign national not physically present in the United States.	
I understand that this sworn statement is required by law because I have applied for a public benefit. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under Colorado Revised Statute 18-8-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.	
Signature <i>Martha A. deGalvan</i>	Date (MM/DD/YY) 03/09/23.

Individual History Record

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant, Tavern and Lodging and Entertainment class of retail license

Notice: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". Any deliberate misrepresentation or material omission may jeopardize the license application. (Please attach a separate sheet if necessary to enable you to answer questions completely)				
1. Name of Business Rivera de Chapala LLC dba Tecate Grill		Home Phone Number N/A	Cellular Number (970) 488-0814	
2. Your Full Name (last, first, middle) DeGalvan, Martha Alexandria		3. List any other names you have used Martha Alexandria Lopez		
4. Mailing address (if different from residence) same		Email Address marthagalvan07@yahoo.com		
5. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)				
Street and Number		City, State, Zip		From To
Current 1749 Fremont Ct		Fort Collins, CO 80526		06/01/98 present
Previous				
6. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)				
Name of Employer or Business		Address (Street, Number, City, State, Zip)		Position Held From To
unemployed				
7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.				
Name of Relative		Relationship to You		Position Held Name of Licensee
Francisco Galvan		Spouse		co-owner Rivera de Chapala LLC
"		"		" 3 Margaritas XX Inc.
				Tecate Grill, Inc.
8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? (If yes, answer in detail.) ☐ Yes ☒ No				
9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? (If yes, explain in detail.) ☐ Yes ☒ No				

10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.) ☐ Yes ☒ No

11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (If yes, explain in detail.) ☐ Yes ☒ No

12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.) ☐ Yes ☒ No

Personal and Financial Information

Unless otherwise provided by law, the personal information required in question #13 will be treated as confidential. The personal information required in question #13 is solely for identification purposes.

13a. Date of Birth 07/14/73	b. Social Security Number [REDACTED]	c. Place of Birth Union de Tula, Mexico	d. U.S. Citizen ☐ Yes ☒ No
e. If Naturalized, state where		f. When	g. Name of District Court
h. Naturalization Certificate Number	i. Date of Certification	j. If an Alien, Give Alien's Registration Card Number	k. Permanent Residence Card Number [REDACTED]
l. Height 5'2"	m. Weight 165	n. Hair Color Brown	o. Eye Color Brown
p. Gender Female	q. Do you have a current Driver's License/ID? If so, give number and state. ☒ Yes ☐ No # [REDACTED] State CO		

14. Financial Information.

a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other.
\$ 100,000.00

b. List the total amount of the **personal** investment, made by the person listed on question #2, in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid. \$ NONE

* If corporate investment only please skip to and complete section (d)

** Section b should reflect the total of sections c and e

c. Provide details of the personal investment described in 14b. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Account Type	Bank Name	Amount
N/A			

d. Provide details of the corporate investment described in 14 (a). You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Loans	Account Type	Bank Name	Amount
N/A				

e. Loan Information (Attach copies of all notes or loans)

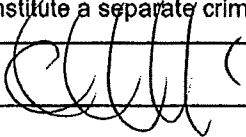
Name of Lender	Address	Term	Security	Amount
N/A				

Oath of Applicant

I declare under penalty of perjury that this application and all attachments are true, correct, and complete to the best of my knowledge.

Authorized Signature Martha A. DeGalvan	Print Signature Martha A. DeGalvan	Title Member	Date 03/09/23
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Affidavit - Restrictions On Public Benefits

Emiliano Contreras I, _____, swear or affirm under penalty of perjury under the laws of the State of Colorado that (check one): ☒ I am a United States citizen. ☐ I am not a United States citizen but I am a Permanent Resident of the United States. ☐ I am not a United States citizen but I am lawfully present in the United States pursuant to Federal law. ☐ I am a foreign national not physically present in the United States.	
I understand that this sworn statement is required by law because I have applied for a public benefit. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under Colorado Revised Statute 18-8-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.	
Signature 	Date (MM/DD/YY) 3-9-23

Individual History Record

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant, Tavern and Lodging and Entertainment class of retail license

Notice: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". Any deliberate misrepresentation or material omission may jeopardize the license application. (Please attach a separate sheet if necessary to enable you to answer questions completely)				
1. Name of Business Rivera de Chapala dba Tecate Grill		Home Phone Number N/A	Cellular Number (970) 539-6156	
2. Your Full Name (last, first, middle) Contreras, Emiliano Arechiga		3. List any other names you have used N/A		
4. Mailing address (if different from residence) Same		Email Address emiliosoccer@gmail.com		
5. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)				
	Street and Number	City, State, Zip	From	To
Current	320 Peyton Dr.	Fort Collins, CO 80525	02/01/03	present
Previous				
6. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)				
	Name of Employer or Business	Address (Street, Number, City, State, Zip)	Position Held	From To
	3 Margaritas	4010 S College Ave Fort Collins CO 8052	management	1998 present
7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.				
	Name of Relative	Relationship to You	Position Held	Name of Licensee
	see attachment			
8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? (If yes, answer in detail.) ☒ Yes ☐ No				
I held a liquor license under Taps Sports Bar, 165 Boardwalk Dr., Fort Collins, CO 80525 from January 2016 - Dec. 2016 I am currently an officer, director and stockholder of Tecate Grill, Inc. which holds a hotel/restaurant license at 1501 W. Elizabeth St., Unit 2, Fort Collins, CO 80521				
9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? (If yes, explain in detail.) ☐ Yes ☒ No				

10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.) ☒ Yes ☐ No

DUI in Larimer County, Colorado in 2001. Child abuse charge in Larimer County, Colorado in 2018--charge dismissed

11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (If yes, explain in detail.) ☐ Yes ☒ No

12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.) ☐ Yes ☒ No

Personal and Financial Information

Unless otherwise provided by law, the personal information required in question #13 will be treated as confidential. The personal information required in question #13 is solely for identification purposes.

13a. Date of Birth 04/18/80	b. Social Security Number [REDACTED]	c. Place of Birth Guadalajara, Jalisco, Mexico	d. U.S. Citizen ☒ Yes ☐ No
e. If Naturalized, state where Centennial, Colorado		f. When 09/24/09	g. Name of District Court Homeland Security
h. Naturalization Certificate Number [REDACTED]	i. Date of Certification 09/24/09	j. If an Alien, Give Alien's Registration Card Number	k. Permanent Residence Card Number
l. Height 5'11"	m. Weight 185	n. Hair Color Brown	o. Eye Color Brown
p. Gender Male	q. Do you have a current Driver's License/ID? If so, give number and state. ☒ Yes ☐ No # [REDACTED] State CO		

14. Financial Information.

a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other.
\$ 100,000.00

b. List the total amount of the personal investment, made by the person listed on question #2, in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid. \$ 30,000.00

* If corporate investment only please skip to and complete section (d)

** Section b should reflect the total of sections c and e

c. Provide details of the personal investment described in 14b. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Account Type	Bank Name	Amount
N/A			

d. Provide details of the corporate investment described in 14 (a). You must account for all of the sources of this investment. (Attach a separate sheet if needed)

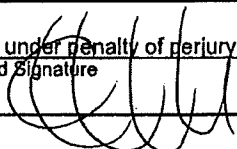
Type: Cash, Services or Equipment	Loans	Account Type	Bank Name	Amount
N/A				

e. Loan Information (Attach copies of all notes or loans)

Name of Lender	Address	Term	Security	Amount
PNC Bank	3131 College Ave Fort Collins CO 80525	30 years	residence	\$30,000.00

Oath of Applicant

I declare under penalty of perjury that this application and all attachments are true, correct, and complete to the best of my knowledge.

Authorized Signature 	Print Signature Emiliano Contreras	Title Member	Date 3-9-23
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**ATTACHMENT TO DR 8404-I INDIVIDUAL HISTORY RECORD OF
Emiliano Contreras**

**RIVERA DE CHAPALA LLC dba Tecate Grill
1018 Mahogany Way Unit B
Severance, CO 80550**

QUESTION 7. Relatives working or holding a financial interest in Colorado alcohol beverage industry:

a). Hugo R. Galvan, cousin, is a principal of the following corporations which hold hotel/restaurant liquor licenses in Colorado:

Margaritas Enterprises, Inc. d/b/a 3 Margaritas, 4010 S. College Ave., Ft. Collins, CO 80525;

3 Margaritas XX, Inc., 2297 Greeley Mall, Greeley, CO 80631.

b). Juan Manuel Galvan-Ramos, cousin, is a principal of the following corporation which holds a hotel/restaurant liquor license in Colorado:

Axtlan, Inc., d/b/a 3 Margaritas, 1417 Cheyenne Ave., Loveland, CO 80538

c). Jose Galvan Ramos, cousin, is a principal of the following corporation which holds a hotel/restaurant liquor license in Colorado:

Axtlan, Inc., d/b/a 3 Margaritas, 1417 Cheyenne Ave., Loveland, CO 80538

d). Gustavo Morales Ramos, uncle, is a principal of the following corporations which hold hotel/restaurant liquor licenses:

Centenario, Inc. d/b/a 3 Margaritas VI, 6896 W. 120th Ave., Broomfield, CO 80020

Los Veranos, Inc., 530 E. Bromley Lane, Unit 125, Brighton, CO 80601;

3 Margaritas, 14697 Delaware St. #800, Westminster, CO 80023;

3 Margaritas XVIII, INC. 3202 E. 104th Avenue, Thornton, CO 80229

El Roble, Inc. d/b/a Casa Patron, 1215 W. Platte Ave., Fort Morgan, CO 80701

e). Jose Nicolas Morales, uncle, is a principal of the following corporations which hold hotel/restaurant liquor licenses in Colorado:

Margaritas Enterprises, Inc., d/b/a 3 Margaritas, 4010 S. College Ave., Fort Collins, CO 80525;

Axtlan, Inc. d/b/a 3 Margaritas, 1417 Cheyenne Ave., Loveland, CO 80538;
Tecalitlan, Inc. d/b/a 3 Margaritas X, 2350 N. Main St., Longmont, CO 80501;
Cuaautla, Inc. d/b/a 3 Margaritas VIII, 3620 N. Freeway Road, Pueblo, Colorado 81008;
Azaboche, Inc. d/b/a 3 Margaritas IX, 9190 Wadsworth Parkway, Westminster, CO 80030;
3 Margaritas XIX, Inc., 5130 S. Wadsworth Blvd., Lakewood, CO 80123;
Iguana, Inc. d/b/a 3 Margaritas XXVII, 10160 W. 50th Ave., Unit 7, Wheat Ridge, CO 80033;
Capitán, Inc. d/b/a 3 Margaritas, 177 S. Purcell Blvd., Pueblo West, CO 81007; and
3 Margaritas SH, Inc., dba 3 Margaritas, 25791 East Smoky Hill Road #100, Aurora, CO 80016
Centro 3M, Inc. dba 3 Margaritas Family Mexican Restaurant, 519 16th St., Denver, CO 80202;
and
Loma Dura LLC dba Milagros Cocina Mexicana, 7455 N. Academy Blvd., Colorado Springs, CO 80920

f). Francisco Galvan, cousin, is a principal of the following corporations which hold hotel/restaurant liquor licenses in Colorado:

Margaritas Enterprises, Inc. d/b/a 3 Margaritas, 4010 S. College Ave., Ft. Collins, CO 80525;
3 Margaritas XX, Inc. 2297 Greeley Mall, Greeley, CO 80631; and
Tecate Grill, Inc., 1501 W. Elizabeth St., Unit 2, Fort Collins, CO 80521

ATTACHMENT TO DR 8404

**RIVERA DE CHAPALA LLC dba Tecate Grill
1018 Mahogany Way Unit B
Severance, CO 80550**

QUESTION 8(c).

Francisco Galvan is an officer, director and stockholder of Margaritas Enterprises, Inc. d/b/a 3 Margaritas, and when it was located at 3400 S. College Ave. Fort Collins, CO 80525, the entity had a sale to minor violation in 2000 (fine in lieu of suspension), a sale to minor violation in November 2003 (fine in lieu of suspension); had its license suspended for 27 days on May 15, 2006 for sale to a minor. Twenty days were held in abeyance, and a fine in lieu of suspension was paid for the remaining seven days.

QUESTION 14:

Emiliano Contreras is a principal of the following corporation that holds a hotel/restaurant liquor license in Colorado: Tecate Grill, Inc., 1501 W. Elizabeth St., Unit 2, Fort Collins, CO 80521. He was formerly an owner of Taps Sports Bar, 165 Boardwalk Dr., Fort Collins CO 80525 from January 2016 – December 2016

Francisco Galvan is currently an officer, director and stockholder of:
Margaritas Enterprises, Inc., d/b/a 3 Margaritas, 4010 S. College Ave., Fort Collins, CO 80525;
and
3 Margaritas XX, Inc. 2297 Greeley Mall, Greeley, CO 80631.

He was formerly an officer, director and stockholder of Cancun, Inc., d/b/a 3 Margaritas, 501 E. County Line Road, Littleton, CO 80126, which has closed.

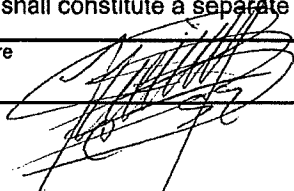
QUESTION 16:

Ramon Cisneros Rodriguez will access the following credit cards in the following amounts:

Discover	\$10,000
American Express	\$ 5,000
Legacy First Bank	\$ 5,000
Fortiva	\$ 5,000
One Main Financial	\$ 5,000

Emiliano Contreras will utilize \$30,000 from a HELOC loan from PNC Bank, Fort Collins, CO. The loan is secured by his personal residence at 320 Peyton Dr. Fort Collins, CO 80525 and has a 30-year term.

Affidavit - Restrictions On Public Benefits

Ramon Cisneros Rodriguez I, _____, swear or affirm under penalty of perjury under the laws of the State of Colorado that (check one): ☐ I am a United States citizen. ☒ I am not a United States citizen but I am a Permanent Resident of the United States. ☐ I am not a United States citizen but I am lawfully present in the United States pursuant to Federal law. ☐ I am a foreign national not physically present in the United States.	
I understand that this sworn statement is required by law because I have applied for a public benefit. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under Colorado Revised Statute 18-8-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.	
Signature 	Date (MM/DD/YY) 3-9-2023

Individual History Record

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant, Tavern and Lodging and Entertainment class of retail license

Notice: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". **Any deliberate misrepresentation or material omission may jeopardize the license application.** (Please attach a separate sheet if necessary to enable you to answer questions completely)

1. Name of Business Rivera de Chapala LLC dba Tecate Grill		Home Phone Number N/A	Cellular Number (970) 567-8448	
2. Your Full Name (last, first, middle) Cisneros Rodriguez, Ramon		3. List any other names you have used N/A		
4. Mailing address (if different from residence) same		Email Address ramoncisneros8@gmail.com		
5. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)				
Street and Number		City, State, Zip		From
To				
Current 3651 Mount Hope St.		Wellington CO 80549		09/29/22 present
Previous 8520 20th Ave J308		Seattle WA 98115		03/2020 05/2021
1020 Wabash St. #3-101		Fort Collins, CO 80526		05/2018 09/2022**
6. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)				
Name of Employer or Business	Address (Street, Number, City, State, Zip)	Position Held	From	To
Tecate Grill	1501 W Elizabeth St #2, Fort Collins CO 80521	management	07/05/21	present
Azteca Mexican Restaurant	22003 66th Ave Lynwood WA 98036	management	03/01/20	05/31/21
Inca Restaurant	2413 S College Ave Fort Collins CO 80525	management	2017	02/28/20
7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.				
Name of Relative	Relationship to You	Position Held	Name of Licensee	
None				
8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? (If yes, answer in detail.) ☐ Yes ☒ No				
9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? (If yes, explain in detail.) ☐ Yes ☒ No				

**Family stayed at the Wabash address while I went to Seattle

10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.) ☐ Yes ☒ No

11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (If yes, explain in detail.) ☐ Yes ☒ No

12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.) ☐ Yes ☒ No

Personal and Financial Information

Unless otherwise provided by law, the personal information required in question #13 will be treated as confidential. The personal information required in question #13 is solely for identification purposes.

13a. Date of Birth 09/02/67	b. Social Security Number [REDACTED]	c. Place of Birth Guadalajara, Mexico	d. U.S. Citizen ☐ Yes ☒ No
e. If Naturalized, state where N/A		f. When	g. Name of District Court
h. Naturalization Certificate Number		i. Date of Certification	j. If an Alien, Give Alien's Registration Card Number
k. Permanent Residence Card Number [REDACTED]			
l. Height 6'3"	m. Weight 230	n. Hair Color Black	o. Eye Color Brown
p. Gender Male	q. Do you have a current Driver's License/ID? If so, give number and state. ☒ Yes ☐ No # [REDACTED] State CO		

14. Financial Information.

a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other.
\$ 100,000.00

b. List the total amount of the **personal** investment, made by the person listed on question #2, in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid. \$ 30,000.00

* If corporate investment only please skip to and complete section (d)

** Section b should reflect the total of sections c and e

c. Provide details of the personal investment described in 14b. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Account Type	Bank Name	Amount
Cash from credit card	credit card	Discover	\$10,000.00
Cash from credit card	credit card	American Express	\$ 5,000.00
Cash from credit card	credit card	Legacy First Bank	\$ 5,000.00
Cash from credit card	credit card	Fortiva	\$ 5,000.00
Cash from credit card	credit card	One Main Financial	\$ 5,000.00

d. Provide details of the corporate investment described in 14 (a). You must account for all of the sources of this investment. (Attach a separate sheet if needed)

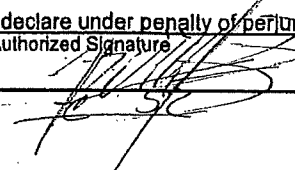
Type: Cash, Services or Equipment	Loans	Account Type	Bank Name	Amount
N/A				

e. Loan Information (Attach copies of all notes or loans)

Name of Lender	Address	Term	Security	Amount
N/A				

Oath of Applicant

I declare under penalty of perjury that this application and all attachments are true, correct, and complete to the best of my knowledge.

Authorized Signature 	Print Signature Ramon Cisneros Rodriguez	Title Member	Date 3-9-2023
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AGENDA ITEM SUMMARY

AGENDA ITEM	SUBMITTED BY	PRESENTED BY
Pg Council Member Compensation and Benefits	Nicholas Wharton, Town Manager	Council Member Dennis Kane
ACTION REQUESTED		
Town Management asks the Town Council to discuss the proposed Council Member Compensation and Benefits and direct any further actions they deem necessary.		<u>Discussion</u>
BRIEF SUMMARY		
As requested during council member petitions, Town Management has scheduled a work session to discuss Council Member Compensation and Benefits. This packet includes several Council Member Compensation and Benefits comparisons from other Colorado municipalities.		
PUBLIC SUPPORT/CONCERN		
None at this time.		
ANALYSIS AND RECOMMENDATION		
Town Management asks the Town Council to discuss the proposed Council Member Compensation and Benefits and direct any further actions they deem necessary.		
MATERIALS SUBMITTED		
The following materials were submitted and included in this packet: 1. 2023 Compensation		

City Council Compensation Survey
Weld County Cities >5,000 and <40,000 Population

City	Population	Mayor/ Monthly	Council Member/ Monthly	Health	Dental	Life	401K	457	Year Reported
Eaton	5,190	\$ 500.00	\$ 300.00	N	N	N	N	N	2023
Erie	31,686	\$ 700.00	\$ 400.00	Y	Y	Y	N	N	2023
Evans	22,738	\$ 425.00	\$ 300.00	N	N	N	N	N	2023
Firestone	17,300	\$ 350.00	\$ 300.00	Y	Y	Y	Y	Y	2023
Fort Lupton	8,341	\$ 750.00	\$ 500.00	Y	Y	N	N	N	2023
Frederick	15,635	\$ 500.00	\$ 300.00	N	N	N	N	N	2023
Greeley*	112,816	\$ 1,500.00	\$ 1,050.00	Y	Y	N	N	N	2023
Johnstown	18,500	\$ 400.00	\$ 250.00	N	N	N	N	N	2023
Loveland	78,351	\$ 1,000.00	\$ 800.00	N	N	N	N	N	2023
Milliken	8,696	\$ 400.00	\$ 300.00	N	N	N	N	N	2023
Severance	10,600	\$ 300.00	\$ 100.00	N	N	N	N	N	2023
Wellington	12,829	\$ 300.00	\$ 100.00	N	N	N	N	N	2023
Windsor	35,788	\$ 1,000.00	\$ 666.67	N	N	N	N	N	2023



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

MINUTES
WORK SESSION & MEETING
Tuesday, April 25, 2023, at 6:00 PM

Present:

Mayor:

Matthew Fries

Mayor Pro-tem:

Dennis 'Zeke' Kane

Council Members:

Frank Baszler

Stephen Gagliardi

Michelle Duda

David Bruen

Dan Meyers

Absent:

Audience: Gary Martin & David Gottschalk

Staff:

Nicholas Wharton, Town Manager

Lindsay Radcliff-Coombes, Deputy Town Manager

Abdul Barzak, Town Planner

Nancy Mueller CPA, Finance Director

Leah Vanarsdall, Town Clerk

Keith Martin, Town Attorney-Virtual

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. Weld County Department of Public Health and Environment (WCDPHE)

1. Weld County Leading Health Indicators & Dashboard
2. Services of the Weld County Department of Public Health and Environment
3. Thriving Weld Coalition

-
- Staff Presentation:
Cindy Kronauge Presented

B. CALL TO ORDER REGULAR MEETING

1. Roll Call

2. Agenda Review by Town Manager

3. Consent Calendar

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

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

MOTION PASSED

a. Pg 4 - 4.11.23 Minutes

b. Pg 8 - March Payables

c. Pg 13 - March Financials

4. Approval of Agenda

MOTION WAS MADE BY Council Member Baszler, seconded by Mayor Pro-tem Kane to Approve the Agenda. All Council Members present voting Yes,

MOTION PASSED

5. Public Comment

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

Gary Martin of the Windsor/Severance Historical Society appears & asks for a donation of \$500 for Family Dairy Farm Tours

6. Council Member Comments

7. Reports

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

- a. Pg 56 - Town Attorney
- b. Pg 58 - Town Staff
- c. Town Management
Town Council were all in favor of providing the \$500.00 grant request from Gary Martin for Windsor Severance Historical Society.
- d. Council Members Liaisons
- e. Mayor

C. TOWN COUNCIL

1. Pg 80 - Special Use Review - 156 Hidden Lake Drive

- Legislative
- Staff Presentation: Abdul Barzak, Town Planner
Applicant Eric Croft appeared
MOTION WAS MADE BY Council Member Duda, seconded by Council Member Baszler to Approve the **Special Use Review** - 156 Hidden Lake Drive for Home Based Business. All Council Members present voting Yes,

MOTION PASSED

2. PUBLIC HEARING

Pg 92 - Ziggis Site Plan

- Legislative
- Staff Presentation: Abdul Barzak, Town Planner
PUBLIC HEARING: Open: 7:27 pm
MOTION WAS MADE BY Council Member Baszler, seconded by Mayor Pro-tem Kane to continue to a date determined by staff for Ziggis Site Plan . All Council Members present voting Yes,

MOTION PASSED

3. Pg 94 - County Stormwater and Other Fees Discussion

- Discussion
- Staff Presentation: Nancy Mueller, Finance Director
MOTION WAS MADE BY Council Member Duda, seconded by Mayor Pro-tem Kane to Approve that the Town Stormwater Fee be assessed to Homes that Utilize the Stormwater Infrastructure from the Town of Severance that are a part of Weld County would not be exempt from the fees that are for Stormwater. All Council Members present voting Yes,

MOTION PASSED

D. COUNCIL MEMBER PETITIONS

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

Council Member Meyers asked to have all Boards/Commissions/Council to have a meeting together in August

E. EXECUTIVE SESSION

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

Open: 7:51 pm Closed: 8:13 pm

MOTION WAS MADE BY Council Member Baszler, seconded by Mayor Pro-tem Kane to ADJOURN Executive Session Pursuant to Colorado Revised Statutes section 24-6-402(4)(a) and (4)(e)(I) for the purposes of discussing the potential acquisition of real property, and to determine positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators regarding the same. All Council Members present voting Yes,

MOTION PASSED

F. ADJOURN

7:51 pm



2023 POLICE WEEK

Proclamation

WHEREAS, the Congress and the President of the United States have designated May 15 as Peace Officers Memorial Day, and the week in which it falls as Police Week; and

WHEREAS, the International Association of Chiefs of Police has declared law enforcement officer safety and wellness a top priority, and the IACP's Center for Officer Safety and Wellness promotes the importance of individual, agency, family and community safety and wellness awareness; and

WHEREAS, the members of the Severance Police Department play an essential role in safeguarding the rights and freedoms of the citizens of the Town of Severance; and

WHEREAS, it is important that all citizens know and understand the problems, duties and responsibilities of their Police Department, and that members of our Police Department recognize their duty to serve the people by safeguarding life and property, by protecting them against violence or disorder, and by protecting the innocent against deception and the weak against oppression or intimidations; and

WHEREAS, the Severance Police Department has grown to be a modern and scientific law enforcement agency which unceasingly provides a vital public service;

NOW, THEREFORE, I Mayor Matthew Fries call upon all citizens of the Town of Severance and upon all patriotic, civil and educational organizations to observe the week of May 14-19, 2023 as Police Week with appropriate ceremonies in which all of our people may join in commemorating Police Officers, past and present, who by their faithful and loyal devotion to their responsibilities have rendered a dedicated service to their communities and, in doing so, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

I **FURTHER** call upon all citizens of the Town of Severance to remember May 15, 2023 as Peace Officers Memorial Day to honor those who, through their courageous deeds, have lost their lives or have become disabled in the performance of duty.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Town of Severance Colorado, this 9th day of May, 2023.

Matthew Fries, Mayor



**TOWN OF SEVERANCE
PROCLAMATION**

**PUBLIC WORKS WEEK
MAY 14 – MAY 20, 2023**

WHEREAS, Public Works services provided in our community are an integral part of our citizens' everyday lives; and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of Public Works systems and programs such as water, sewers, streets and highways, public buildings, and snow removal; and

WHEREAS, the health, safety, and comfort of this community greatly depend on these facilities and services; and

WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design and construction, are vitally dependent upon the efforts and skill of Public Works officials; and

WHEREAS, the efficiency of the qualified and dedicated personnel who staff Public Works departments is materially influenced by the community's knowledge and understanding of the importance of the work they perform; and

NOW, THEREFORE, the Town Council of the Town of Severance, State of Colorado, urges our citizens to acquaint themselves with what is involved in providing our Public Works services and to recognize the contributions which Public Works staff members make every day to our health, safety, comfort, and quality of life.

**IN WITNESS WHEREOF, I have hereto set my hand
and caused the seal of the Town of Severance, Colorado
to be affixed the Ninth Day of May, 2023**

Matthew Fries, Mayor



AGENDA ITEM SUMMARY

AGENDA ITEM	SUBMITTED BY	PRESENTED BY
PUBLIC HEARING Pg 46 - Resolution 2023-24R: A Resolution of the Town Council of the Town of Severance, Colorado, ratifying and approving the Planning Commission's adoption of a Comprehensive Plan Amendment pertaining to areas of the Town and to incorporate an updated Parks and Trails Map	Abdul Barzak, Town Planner	Abdul Barzak, Town Planner
ACTION REQUESTED		
Community & Economic Development and Town Management ask that the Town Council review, discuss, and take action on Resolution 2023-24R approving the Comprehensive Plan Amendment. Actions that may be taken: 1. Approve Resolution 2023-24R for the Comprehensive Plan Amendment. 2. Take No Action.		<u>Resolution</u> <u>Action Requested</u> <u>Attorney Approved</u>
BRIEF SUMMARY		
In November of 2022 the Planning Commission approved and the Town Council ratified a Comprehensive Plan Amendment to remove the Severance Greenway Corridor from the Future Land Use Map. At that time, Town Staff was directed to incorporate the Severance Greenway Corridor into an updated Parks & Trails Map and update into the Town's Comprehensive Plan. Tonight before you is the updated Parks & Trails Map that now includes the Severance Greenway Corridor, updated parks, and trails. Planning Commission approved Resolution PC-2023-03R for the proposed Comprehensive Plan Amendment at their April 19, 2023 meeting.		
PUBLIC SUPPORT/CONCERN		
None at this time.		
ANALYSIS AND RECOMMENDATION		
Town staff is asking for the Town Council to review, discuss, and approve Resolution 2023-24R for the proposed Comprehensive Plan Amendment.		
MATERIALS SUBMITTED		
The following materials were submitted and included in this packet: 1. Resolution 2023-24R - Comp Plan Amendment Ratification (Parks Trails Map and Future Land		

Use Map)

**TOWN OF SEVERANCE
RESOLUTION NO. 2023- 24R**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SEVERANCE,
COLORADO, RATIFYING AND APPROVING THE PLANNING COMMISSION’S
ADOPTION OF A COMPREHENSIVE PLAN AMENDMENT PERTAINING TO
AREAS OF THE TOWN AND TO INCORPORATE AN UPDATED PARKS AND
TRAILS MAP**

WHEREAS, the Town of Severance (“Town”), acting through its Planning Commission, is empowered pursuant to C.R.S. §§ 31-23-201, *et seq.*, to adopt a master or comprehensive plan and amendments thereto to guide current and future growth and development of the municipality; and

WHEREAS, Town Staff, on behalf of the Town of Severance, has submitted an application to amend the Town’s Comprehensive Plan, by revising the future land use plan designation for a certain areas of the Town to correct a minor, technical error in mapping the proposed boundaries of transition areas between zoning districts (the “Application”), which would result in a revised Land Use Plan map for the Comprehensive Plan, and to incorporate an updated Parks and Trails Map (collectively, the “Comprehensive Plan Amendment”), attached hereto as **Exhibit A** and incorporated herein by this reference; and

WHEREAS, in accordance with C.R.S. § 31-23-208, the Severance Planning Commission, at its meeting held on April 19, 2023, conducted a public hearing on the Application, following the publication of notice as required by law; and

WHEREAS, following the conclusion of the duly noticed public hearing conducted on April 19, 2023, the Planning Commission adopted the Comprehensive Plan Amendment; and

WHEREAS, pursuant to and in accordance with the authority set forth in C.R.S. § 31-23-206(1), the Town Council desires to ratify and approve the Planning Commission’s adoption of the Comprehensive Plan Amendment.

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

The Town Council hereby ratifies and approves the decision of the Planning Commission adopting the Comprehensive Plan Amendment, attached hereto as **Exhibit A**, as more particularly set forth in Resolution No. PC-2023- 03R.

RESOLVED AND APPROVED this 9th day of May, 2023.

TOWN OF SEVERANCE

BY: _____
Matthew Fries, Mayor

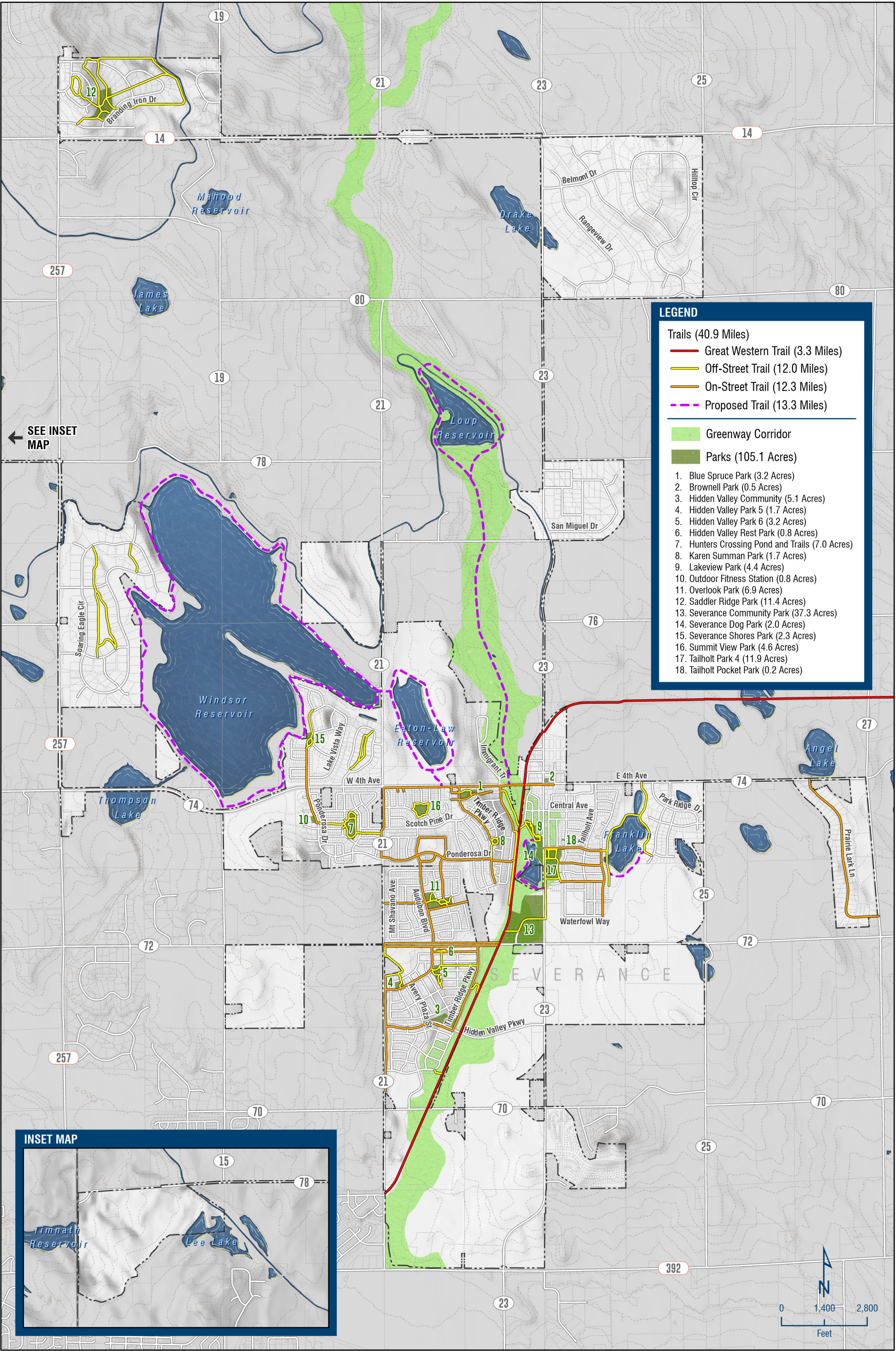
ATTEST:

Leah Vanarsdall, Town Clerk

APPROVED AS TO FORM:

Hayashi & Macsalka, LLC, Town Attorney

EXHIBIT A
Comprehensive Plan Amendment
(See next Page)





AGENDA ITEM SUMMARY

AGENDA ITEM	SUBMITTED BY	PRESENTED BY
PUBLIC HEARING Pg 52 - Resolution 2023-25R: A Resolution of the Town Council of the Town of Severance, Colorado, approving a Site Development Plan for certain real property located within the Town of Severance; and authorizing a Development Agreement pertaining thereto	Abdul Barzak, Town Planner	Abdul Barzak, Town Planner
ACTION REQUESTED		
Community & Economic Development and Town Management ask that the Severance Town Council review, discuss, and take action on Resolution 2023-25R approving the Clearview Library Site Plan. Actions that may be taken: 1. Motion to approve Resolution 2023-25R for the Clearview Library Site Plan subject to the conditions listed therein. 2. Take No Action.		<u>Resolution</u> <u>Site Plan</u> <u>Action Requested</u> <u>Attorney Approved</u>
BRIEF SUMMARY		
The Clearview Library District has submitted a site plan to construct a new 9,735 square foot branch library on the proposed site located at 7 Timber Ridge Parkway.		
PUBLIC SUPPORT/CONCERN		
Residents have provided support for this project.		
ANALYSIS AND RECOMMENDATION		
Town staff is asking for the Town Council to review, discuss, and approve Resolution 2023-25R approving the Clearview Library Site Plan project.		
MATERIALS SUBMITTED		
The following materials were submitted and included in this packet: 1. Town Review Form - Clearview Library (Staff Generated) 2. Engineering Memo (Staff Generated) 3. Letter of Intent (Applicant Submitted) 4. Site Plan (Applicant Submitted, Staff Reviewed) 5. Traffic Impact Study (Applicant Submitted, Staff Reviewed) 6. Legal Description (Submitted By Applicant, reviewed by Town Staff) 7. Utility Letter (Submitted By Applicant, reviewed by Town Staff) 8. Development Agreement (Attorney Generated) 9. Combined Referral Comments		

- | |
|---|
| 10. Letters to Severance Requesting Fee Waivers (Applicant Request) |
| 11. Resolution 2023-25R |



Town of Severance Review Comments

Date: 9.15.22 Resubmitted 12.19.22, 2.27.2023, 4.7.2023

Project Name/Contact: Clearview Library Site Plan & Replat/Ann Kling

Project Address: 5 Timber Ridge Parkway

Customer/Project Number: 275 – Clearview Library District

Review Number: 4th Submittal

Project Coordinator: Abdul Barzak, Town Planner

Recipients:

- ☒ MANAGEMENT
- ☒ PLANNING
- ☒ ENGINEERING
- ☒ TRAFFIC
- ☒ TOWN ATTORNEY
- ☒ PUBLIC WORKS
- ☒ POLICE
- ☒ BUILDING
- ☐ OTHER

The following comments must be addressed in order to proceed with the development process. All subsequent submittals should be submitted electronically.

Please submit a revised document addressing all comments along with a comment response letter to the project coordinator. Large plan sets should be submitted through Dropbox and a link provided.

With the project resubmittal, please indicate whether or not the change was made and provide a response as applicable. Please contact me if you have any questions.

Project Coordinator – Abdul Barzak, Town Planner, Town of Severance

Item 1	Applicant to address Staff Redlines and Comments	Resolved?
Notes	Applicant to address all Staff comments and redlines - Civil - Legal	☒ YES ☐ NO ☐ SEE ATTACHED
Applicant Response	Addressed. See redline markups for details.	
Notes	All comments have been addressed no further comments.	
Item 2	Development Agreement	Resolved?
Notes	Prior to scheduling of public meetings, the applicant will need to finalize a Development Agreement with Town Staff.	☒ YES ☐ NO ☐ SEE ATTACHED
Applicant Response	Submitted under separate response.	

Notes	Development Agreement included in packet. Town Council to review/approve	
Item 3	Lot Line Adjustment	Resolved?
Notes	Please make adjustments to this LLA per Town Civil and Town Legal Comments as soon as possible and return to Town Staff to finalize. As this has administrative authority this must be completed prior to public hearings for the site plan.	☒ YES ☐ NO ☐ SEE ATTACHED
Applicant Response	Completed per email confirmation 3-31-23.	
Notes	Completed no further comments	
Item 5	Reciprocal Access Easement	Resolved?
Notes	There is an existing 45' wide Utility, Drainage, & Access Easement for the Private Drive east of the Library Lot. This easement needs to be extended to the south property line for the Library Lot and Lot 3 of Summit View Subdivision Fifth Filing. This proposed easement can be dedicated by separate document. See Engineering Item #5. Town Attorneys office has provided a Reciprocal Access Easement template. Applicant will be responsible for preparing a metes and bounds legal description and exhibit for the proposed easement. Please make adjustments to the legal descriptions per civil comments and provide a redline version of the Reciprocal Access Easement	☒ YES ☐ NO ☐ SEE ATTACHED
Applicant Response	LEGAL DESCRIPTION ADJUSTMENTS ADDRESSED AND COMPLETED PER EMAIL CONFIRMATION 3-31-23. RECIPROCAL ACCESS AGREEMENT REDLINES ADDRESSED DIRECTLY BETWEEN TOWN LEGAL AND CLEARVIEW LEGAL TEAMS.	
Notes	No further comments, Reciprocal Access Easement included in packet items.	
Item 6	Striping Plan	Resolved?
Notes	Striping Plan is needed see Traffic Engineering Item #1 below.	☒ YES ☐ NO ☐ SEE ATTACHED
Applicant Response	Striping Plan has been added.	
Notes	No further comments	
Item 7	Referral Comments	Resolved?
Notes	Applicant to provide response to all received referral/stakeholder comments	☒ YES ☐ NO ☐ SEE ATTACHED
Applicant Response	ALL RESPONSES CAPTURED WITHIN THIS DOCUMENT.	
Notes	No further comments.	
Item 8	Water Dedication	Resolved?
Notes	In the Contract to Buy and Sell Real Estate, dated December 9, 2021 the Town and District agreed that the District shall be entitled to a credit towards the water dedication requirement for the Project equal to 2 C-BT units equivalent or \$144,000 based on the Town's cash-in-lieu-of fee value of \$72,000/C-BT unit. For this project based on the Utility Letter (included in packet) and Section 13.1.120 of the Severance Municipal Code, this project will require a 1" water meter and 2.5	☐ YES ☒ NO ☐ SEE ATTACHED

	shares of raw water or Equivalent Residential Units (ERU), meaning the Library District will need to provide an additional 0.5 shares (ERU) of raw water. The Library has proposed in section 2.10.2 of the Development Agreement to pay a cash-in-lieu payment for the outstanding of 0.5 ERU (\$36,000.00) by June 30, 2023. Town staff will provide additional information during staff reports	
Applicant Response	No Applicant response as this comment was added post review to provide clarity as part of the Public Packet items.	
Notes	Town staff to provide detail during staff reports. Council to deliberate as part of the Development Agreement.	

Town Management – Nick Wharton & Lindsay Radcliff-Coombes, Town Management , Town of Severance

Item 1	No Comment	Resolved?
Notes	No comments at this time	☒ YES ☐ NO ☐ SEE ATTACHED
Applicant Response		
Notes		

Planning – Josh Olhava & Logan Graves, Community Planner , Ayres Associates

Item 1	Landscaping	Resolved?
Notes	Deciduous tree "Quercus bicolor" is a chlorotic species. Please replace with a recommended deciduous tree from the Town of Severance's Tree List.	☒ YES ☐ NO ☐ SEE ATTACHED
Applicant Response	UNDERSTOOD. SEE REVISED LANDSCAPE PLAN.	
Notes	No further comments.	
Item 2	Landscaping	Resolved?
Notes	Please replace tree species 'Picea engelmannii' with a more readily available spruce from the recommended tree list.	☒ YES ☐ NO ☐ SEE ATTACHED
Applicant Response	UNDERSTOOD. SEE REVISED LANDSCAPE PLAN.	
Notes	No further comments.	
Item 3	Landscaping	Resolved?
Notes	If a fence is not planned for the western property line abutting the residential lots, additional landscaping may be necessary to properly shield the residential lots from potential impacts. Incorporate year-round landscaping in this area that includes shrubs.	☒ YES ☐ NO ☐ SEE ATTACHED
Applicant Response	UNDERSTOOD. SEE REVISED LANDSCAPE PLAN.	

Notes	No further comments.	
Item 4	Open Space	Resolved?
Notes	Please include a narrative of the proposed outdoor spaces. What amenities and features will be incorporated into the open spaces? Specify how these areas can be used and who the spaces will be designed for? These areas should be designed to engage all residents (young and old) and should be tied back to the development theme. Are there ways to incorporate musical features, art features, and educational/learning features into the open space areas? This includes any balconies, patios, play areas, seating areas, or large areas of empty turf.	☒ YES ☐ NO ☐ SEE ATTACHED
Applicant Response	Overall landscape character/ theming The development theme for the project matches the agrarian architecture and culture of the area with emphasis on informal xeric landscape, pollinator plantings and low water use landscapes. Outdoor spaces incorporate agrarian style elements such as flagstone pavement, wood rail fencing and natural landscape features. Irrigated bluegrass is limited to the childrens play area and within the tree lawn along the private drive. Irrigated short grass native grasses mixed with wildflowers and forbes are planned within the large open turf areas. Rock mulch is used within the landscape beds. Reading Patio North of the building an outdoor reading patio is planned. The patio will incorporate flagstone paving, 2 harvest bench style tables and a concrete seatwall for informal gathering and to act as a buffer from the road. The space acts as an extension to the interior programming of the library.	
Notes	No further comments.	
Item 5	Open Space	Resolved?
Notes	Use xeriscape elements with low water use plants for passive open space areas.	☒ YES ☐ NO ☐ SEE ATTACHED
Applicant Response	UNDERSTOOD. SEE REVISED LANDSCAPE PLAN.	
Notes	No further comments.	
Item 6	Open Space	Resolved?
Notes	Could the area south of the children's play area be further enhanced by adding an amenity or programming the space?	☒ YES ☐ NO ☐ SEE ATTACHED

Applicant Response	Childrens Outdoor Play Garden South of the building a children's play garden has been planned. This space is intended for informal play and exploration in a safe environment. This space is contained by a three rail wood fence and gate to separate use from the parking and rests of the site. Log clusters, log borders and boulders are utilized throughout as landscape features with play value. A small turf area is planned for kids to run around and play games. Tables and benches are located within a flagstone patio and along a crusher fines walk for educational opportunities and for seating for residents of all ages. Landscape is designed to provide year round interest, color and to support pollinator species. Landscape themes are focused on the agrarian character. We are providing future opportunity within this space for sculptures, musical instruments, and educational features as the community grows into the library. The area south of the children's play area is identified as natural restoration utilizing short grass native species mixed with wildflowers and forbes. Additional amenities and programming is not currently planned and can be provided as the community grows into the library and as needs dictate further development. Currently additional amenities are not within budget.	
Notes	No further comments.	
Item 7	Site Features	Resolved?
Notes	Because this particular use will act as a civic space and a community destination for residents, there should be a site element unique to Severance. This may include outdoor art, sculptures, a unique gathering space, a mural, etc. Please describe the unique feature in the narrative or as part of the site plan. The Riverside Library in Evans, Colorado is a good example of how to incorporate public art.	☒ YES ☐ NO ☐ SEE ATTACHED
Applicant Response	Understanding that this particular use will act as a civic space and a community destination for residents, a site element unique to Severance will be developed as part of a future project as the community grows into the library. Potential elements that have been discussed may include outdoor art, sculptures, a unique gathering space, a mural, etc.	
Notes	No further comments.	
Item 8	Landscape Plan	Resolved?
Notes	Please show sight distance triangles on the landscaping plan.	☒ YES ☐ NO ☐ SEE ATTACHED
Applicant Response	SIGHT DISTANCE TRIANGLES ADDED.	
Notes	No further comments.	
Item 9	Bike amenities	

Notes	Add bike racks to the site. These must be easily accessible considering commonly used transportation networks.	Resolved? ☒ YES ☐ NO ☐ SEE ATTACHED
Applicant Response	BIKE RACKS ADDED.	
Notes	No further comments.	
Item 10	Parallel Parking	Resolved? ☒ YES ☐ NO ☐ SEE ATTACHED
Notes	Please clarify the use of the three parallel parking spaces on the eastern side of the building. Are these traditional parking spots, short-term spots, or pick-up/drop-off spots?	
Applicant Response	THESE ARE TRADITIONAL PARKING SPACES.	
Notes	No further comments.	Resolved? ☒ YES ☐ NO ☐ SEE ATTACHED
Item 11	Parking	
Notes	Provide information on how you determined the minimum parking spaces needed. Label the number of parking spaces on the site plan.	
Applicant Response	GREELY STANDARDS WERE USED PER ABDUL'S DIRECTION. PARKING COUNTS ADDED TO SITE PLAN SHEET. 1/300SF FOR LIBRARIES. 33 SPACES REQUIRED AND 33 SPACES ARE PROVIDED.	
Notes	Section 16.9.40 of the SMC does not have a specific parking requirement for libraries, the applicant is requesting of Town Council to utilize 1/300 sf for the library. Town staff feels comfortable with this request as the City of Greeley (Weld County) has a 1/300 sf requirement for libraries. The Town of Timnath (Larimer/Weld) has a 2.5/1000 sf requirement for libraries. This is NOT a variance as the SMC states, "For uses not included in the above list, the review process shall determine the appropriate parking requirements." In the review process staff looked at neighboring communities and asked the applicant to design to the stricter standard. 33 Spaces have been provided. $(9,717\text{SF} / 300 = 33)$	Resolved? ☒ YES ☐ NO ☐ SEE ATTACHED
Item 12	Hard Surface Materials	
Notes	Please include hard surface materials in a key on the site plan.	
Applicant Response	HARD SURFACE MATERIAL KEY ADDED TO SITE PLAN.	
Notes	No further comments.	Resolved? ☒ YES ☐ NO ☐ SEE ATTACHED
Item 13	Ped Amenities	
Notes	Will there be a crossing treatment/ variation in material that connects the sidewalk running along the ADA parking stalls to the public sidewalk?	
Applicant Response	PEDESTRIAN CROSSWALK SHOWN	Resolved? ☒ YES ☐ NO ☐ SEE ATTACHED
Notes	No further comments.	
Item 14	Fencing	Resolved? ☒ YES ☐ NO
Notes	Will there be fencing anywhere along the perimeter of the site?	

Applicant Response	THERE WILL NOT BE PERIMETER FENCING.	☐ SEE ATTACHED
Notes	No further comments.	
Item 15	Elevations	Resolved?
Notes	Please include an exhibit that shows the elevations in color.	☒ YES ☐ NO ☐ SEE ATTACHED
Applicant Response	SEE INCLUDED COLORED ELEVATIONS.	
Notes	No further comments.	
Item 16	Elevations	Resolved?
Notes	The building should incorporate 4-sided design, so no matter what view you have of the building, the design is perceived as a coordinated part of a unified whole. Specifically, all sides need to exhibit the same quality, continuity, and durability of design including the same primary and secondary materials. Please revisit.	☒ YES ☐ NO ☐ SEE ATTACHED
Applicant Response	ALL ELEVATIONS HAVE BEEN DESIGNED EQUALLY WITH CONTINUITY OF MATERIAL, DETAIL, AND ARTICULATION. ACCENT MOMENTS HAVE BEEN INCORPORATED TO EMPHASIZE THE MAIN ENTRY AND COMMUNITY LIVING ROOM FROM THE EXTERIOR.	
Notes	No further comments.	
Item 17	Architectural Details	Resolved?
Notes	Incorporate awnings where appropriate to create more visual interest.	☒ YES ☐ NO ☐ SEE ATTACHED
Applicant Response	SOUTH ELEVATION INTEREST IS DRIVEN BY THE LARGE COMMUNITY PORCH AND STRUCTURAL COLUMN DETAIL. NORTH ELEVATION INTEREST IS DRIVEN BY THE VARIATION IN ROOF HEIGHT AND RED METAL MASSING. EAST AND WEST ELEVATION INTEREST IS DRIVEN BY CAREFUL STUDY OF ROOF SLOPES TO CREATE ASYMMETRICAL BUILDING MASSING INFLUENCED BY THE REGIONAL AGRARIAN ARCHITECTURAL STYLE. ALL ELEVATIONS CREATE INTEREST THROUGH VARIATION IN METAL SIDING COLOR AND METAL PANEL PROFILE ARTICULATION. NOTE THAT METAL PANEL PROFILE ARTICULATION IS NOT DEPICTED WITHIN THE ELEVATIONS DUE TO LEVEL OF DETAIL.	
Notes	No further comments.	
Item 18	Architectural Details	Resolved?
Notes	Please add additional architectural features to all elevations such as offsets, insets, bays, etc. to add a variety of depths to the wall planes.	☒ YES ☐ NO ☐ SEE ATTACHED
Applicant Response	SEE PREVIOUS COMMENT IN ITEM 17. ROOF EAVE HEIGHT VARIES ACROSS ELEVATIONS. MATERIALITY TRANSITIONS BREAK	

	DOWN THE BUILDING MASSING. STRUCTURAL COLUMNS AND COMMUNITY PORCH ADD UNIQUE TEXTURE TO THE SOUTH ELEVATION. EACH SIDE OF THE BUILDING BRINGS A DIFFERENT FEEL TO THE ARCHITECTURE WHILE RELATING TO THE OVERALL AGRARIAN DESIGN INSPIRATION TO MAKE THE PROJECT FEEL COHESIVE.	
Notes	No further comments.	
Item 19	Theme	Resolved?
Notes	Please provide a narrative that describes how the building evokes a sense of agrarian tradition and complements the Town's character.	☒ YES ☐ NO ☐ SEE ATTACHED
Applicant Response	THE DESIGN OF THE LIBRARY IS DEEPLY INSPIRED BY THE LOCAL AGRARIAN THEMES. THE DESIGN INTENT WAS TO BE INSPIRED BY TRADITIONAL AGRARIAN MASSING AND MATERIALS AND UTILIZE A REFINED DETAILING AND LEVEL OF QUALITY TO CLEARLY DISTINGUISH THIS BUILDING AS A SPECIAL COMMUNITY MOMENT. METAL SIDING TRADITIONALLY USED ON AGRARIAN BUILDINGS IS UTILIZED ACROSS ALL ELEVATIONS WITH THE REFINEMENT BEING CAREFULLY PROPORTIONED COLORED BANDS WITH HIGHLY ARTICULATED PROFILE VARIATION. THE BUILDING FORM DRAWS UPON TRADITIONAL POLE BARN FORMS WITH AN ASYMMETRICAL MODIFICATION TO CREATE INTEREST. OVERHANDING ROOF EAVES FURTHER ADD SHADOW INTEREST AND ARCHITECTURAL DETAIL.	
Notes	No further comments.	
Item 20	Roof Forms	Resolved?
Notes	Steep pitched roofs are encouraged, and the roof forms should be better articulated with changes in plane and elevations.	☒ YES ☐ NO ☐ SEE ATTACHED
Applicant Response	THE NORTH AND SOUTH ELEVATIONS HAVE ROOF STEPS AND TRANSITIONS TO BREAK UP THE MASSING. THE EAST AND WEST ELEVATIONS HAVE ASYMMETRICAL ROOF SLOPES AS WELL AS ROOF EAVE OVERHANGS TO CREATE VARIATION AND INTEREST. THE ROOF SLOPES SHOWN WERE INSPIRED BY LOCAL AGRARIAN ARCHITECTURAL EXAMPLES.	
Notes	No further comments.	
Item 21	Building Materials	Resolved?
Notes	The metal panels cannot be the primary building material. Please provide percentages of building materials being used on exterior of building.	☒ YES ☐ NO ☐ SEE ATTACHED
Applicant Response	DISCUSSIONS WITH THE TOWN, LIBRARY STAFF, AND COMMUNITY LED THE LIBRARY DESIGN'S EXTERIOR MATERIAL INFLUENCE AND SELECTION. THE DESIGN INTENT THESE GROUPS WANTED TO ACHIEVE WAS TO BE DEEPLY INSPIRED BY	

	FUNCTIONAL AGRARIAN ARCHITECTURAL BUILDINGS SUCH AS SILOS AND POLE BARN. THE GENERAL RURAL INDUSTRIAL FEEL THESE BUILDINGS CREATE HAS A RICH HISTORY WITHIN THE AREA IN ADDITION TO CREATING A LONG LASTING MAINTENANCE FREE CONDITION THAT IS BENEFICIAL TO BOTH THOSE WORKING THE LAND AND THOSE MAINTAINING A LIBRARY. WE ARE CELEBRATING THE METAL PANEL MATERIALITY OF THE REGION THROUGH CAREFUL STUDY AND USE OF THE VARIOUS PROFILED AND COLORED METAL PANELS TO CREATE A REFINED AND DISTINGUISHED EXTERIOR FEEL. NO PORTION OF THE BUILDING WILL FEEL LIKE A BLANK CONTINUOUS WALL. INTEREST WILL BE CREATED AT EACH MATERIAL TRANSITION AND MASSING CHANGE. MOMENTS OF NATURAL STONE ACCENT HAVE BEEN ADDED TO THE MAIN ENTRY AND NORTH PATIO AREAS. THESE ARE LOCATIONS THAT PATRONS WILL FREQUENTLY EXPERIENCE THIS MATERIAL AND CREATE A UNIQUE MOMENT. 13% OF THE EXTERIOR IS NATURAL STONE WITH THE REMAINDER BEING VARIOUS COLORS AND PROFILES OF METAL PANEL.	
Notes	No further comments. Per email from town planner 1/27/2023 this comment is considered resolved.	
Item 22	Replat	Resolved?
Notes	Please see engineering and legal comments/ redlines.	☒ YES ☐ NO ☐ SEE ATTACHED
Applicant Response	UNDERSTOOD. SEE UPDATED DRAWING REFLECTING COMMENTS.	
Notes	No further comments.	

Civil Engineering – Chris Messersmith & Amber Messersmith , P.E , Colorado Civil Group, Inc.

Item 1	Please see attached Memo and Redlines	Resolved?
Notes	Engineering Comment Memo is included in the dropbox link: https://www.dropbox.com/scl/fo/ldcdru69i881i70blutc6/h?dl=0&rlkey=msoex0nvw8kjiicwyrsw82	☒ YES ☐ NO ☐ SEE ATTACHED
Applicant Response	Redlines and notes in memo addressed in attached submittal.	
Notes	No further redline comments on the Plat and/or Site Plan.	
Item 2	Potable Water	Resolved?
Notes	The potable water for this project will be provided by the Town of Severance. This anticipated demand ranges from 1,346 gallons per day (GPD) (average day demand, ADD) to 4,622 GPD (max day demand, MDD) based on data	☐ YES ☒ NO ☐ SEE ATTACHED

	provided by the applicant and the Clearview Library District Windsor location water usage trends. The anticipated annual usage is 491,349 gallons per year, based on data provided by the applicant. This usage aligns with a 1" water meter which requires 2.5 ERU's and yields an allotment of 512,500 gallons per year. Town staff understands at 2.0 ERU's are currently available for this development. Town staff will provide additional water system capacity information at the Planning Commission and Town Council meetings.	
Applicant Response	UNDERSTOOD. LIBRARY HAS REQUESTED A WAIVER FOR ADDITIONAL ERU REQUIREMENTS.	
Notes	Town Council to review, discuss, and direct staff at public meeting.	
Item 3	Sanitary Sewer	Resolved? ☒ YES ☐ NO ☐ SEE ATTACHED
Notes	The wastewater from this project will be directed to the Town of Severance Wastewater Treatment Facility (WWTF). This project is expected to contribute 151 gallons per day (GPD) of wastewater, based on data provided by the applicant. In January 2023, the WWTF operated at maximum of 94.3% of the permitted capacity. The WWTF remaining capacity is 8,796± GPD, which can accommodate this project.	
Applicant Response	NOTED.	
Notes	No further comments, Engineering staff will provide more information during staff reports.	

Traffic Engineering – Eli Farney, P.E, PTOE, JR Engineering, LLC

Item 1	Striping Plan	Resolved? ☒ YES ☐ NO ☐ SEE ATTACHED
Notes	The library will add trips to the eastbound left (EBL) turn movement at Timber Ridge Parkway and the Town Hall driveway. The library shall be responsible for modifying the existing double yellow striping in Timber Ridge Parkway. The striping within the intersection should be pulled back to make it more conducive to the EBL turn movement. The applicant shall provide a striping plan for the Town to review.	
Applicant Response	The striping in this location has been coordinated with the Traffic Engineer and the Town and has been modified accordingly. A striping plan for this intersection is included in the resubmittal.	
Notes	No further comments	

Town Attorney – Keith Martin, Attorney, Hayashi & Macsalka, LLC

Item 1	Plat and Site Plan	Resolved?
Notes	See annotated plat and site plan set for comments. The reciprocal easement legal exhibit also references Lot 4, when it should be Lot 1A per the plat.	☒ YES ☐ NO ☐ SEE ATTACHED
Applicant Response	Completed per email confirmation 3-31-23.	
Notes	No further comments.	
Item 2	Water Dedication	Resolved?
Notes	ERU value for development is 2.5 or 491,349 gal/yr. Applicant has been given a credit for 2 C-BT units. C—BT quota yield is .5 AF/unit, which means that 2 C-BT shares only equates to approx. 391,021.2 gal of water (using yield of 0.6 AF/unit). Based on TAO calculation, Applicant is at the very least 100,328 gal short on raw water dedication. Staff should confirm precise shortfall and condition approval of both plat and SDP on dedication of 1 C-BT share or whatever amount equates to shortfall.	☒ YES ☐ NO ☐ SEE ATTACHED
Applicant Response	UNDERSTOOD. LIBRARY HAS REQUESTED A WAIVER FOR ADDITIONAL ERU REQUIREMENTS.	
Notes	Not something that can be waived. It's either the dedication or raw water or satisfaction via payment of cash fee-in-lieu of dedicating the additional .5 ERU. In any event, the development agreement provides for the payment of \$36,000.00 for .5 ER by 6/30/23. So long as applicant agrees to this provision, then TAO has no further comments.	
Item 3	Reservation	Resolved?
Notes	Town Attorney's Office reserves the right to make new or additional comments after re-submittal or based upon other referral agency comments.	☒ YES ☐ NO ☐ SEE ATTACHED
Applicant Response	UNDERSTOOD	
Notes	No further comments.	

Public Works – John Zacklene, Public Works Director, Town of Severance

Item 1	Road Base	Resolved?
Notes	A minimum of 8 inches of road base under all the asphalt due to the extensive clay	☒ YES ☐ NO ☐ SEE ATTACHED
Applicant Response	UNDERSTOOD.	
Notes	No further comments.	
Item 2	Landscaping	Resolved?
Notes	Keep trees more than 6 ft from the walkways, ADA, and play areas.	☒ YES ☐ NO ☐ SEE ATTACHED
Applicant Response	UNDERSTOOD.	
Notes	No further comments.	

Police – Chief Gerdeman, Chief of Police, Severance Police

Item 1	No comments	Resolved?
Notes	No comments at this time	☒ YES ☐ NO ☐ SEE ATTACHED
Applicant Response	NO ACTION.	

Building Department– Russ Weber, Chief Building Official, SAFEbuilt

Item 1	No Comments at this time	Resolved?
Notes	No comments on the site plans at this time	☒ YES ☐ NO ☐ SEE ATTACHED
Applicant Response	NO ACTION.	

Planning Commission Notes – April 19th, 2023

Item 1	Sanitary Sewer
Notes	Commissioners clarified if current capacities in the Town Sanitary Sewer System could accommodate this project.
Staff Comments	Town Engineering confirmed there is no issue based on Utility Reports provided, the Towns Sanitary Sewer System can accommodate this project.
Item 2	Water Dedication
Notes	Commissioners confirmed if the appropriate amount of raw water dedication would be provide with this project.
Staff Comments	The Library District has asked for this to be handled in the Development Agreement. As Council understands with the sale of the property to the Clearview Library District, the Library has two (2) shares of raw water for the development of this lot. Based on Utility Reports and the Section 13.1.120 of the Severance Municipal Code this project will require a 1" water meter and 2.5 shares of raw water or Equivalent Residential Units (ERU), meaning the Library District will need to provide an additional 0.5 shares (ERU) of raw water. The Library has proposed in section 2.10.2 of the Development Agreement to pay a cash-in-lieu payment for the outstanding of 0.5 ERU (\$36,000.00) by June 30, 2023. Town staff will provide additional information during staff reports.
Item 3	Water Usage
Notes	Commissioners asked if the development has taken in account water usage.

Staff Comments	Town staff clarified that staff has worked with the applicant to use low-flow fixtures, and also taking the Severance Tree Boards recommendation to adjust landscape plans for less water usage and xeric plantings.
Recommendation	
Notes	The Planning Commission approved PC-2023-04R and forwarded a recommendation of approval to the Town Council.

Please revise the plans accordingly and respond to all of the above action items in the **Applicant Response** boxes provided at your earliest convenience.

Once the project is resubmitted it will be referred out as necessary and any outstanding issues will be addressed with a comment response.

If you should have any questions, please contact me at 970-692-1556, or email.

Thank you,



Abdul Barzak

Town Planner

abarzak@townofseverance.org

Town of Severance

3 South Timber Ridge Parkway

PO BOX 339

Severance, CO 80546

970-692-1556

TO: Mr. Nick Wharton, Severance Town Manager
Ms. Lindsay Radcliff-Coombes, Severance Deputy Town Manager
Mr. Bill Cornelius, Severance Community Development Director
Mr. Abdul Barzak, Severance Town Planner

FROM: Chris Messersmith, Colorado Civil Group, Inc.
Amber Messersmith, Colorado Civil Group, Inc.

DATE: April 19, 2023

SUBJECT: Clearview Library District Site Plan & Plat (Lot Line Adjustment)

CCG PROJECT NO: 0042.0022.00

TOWN CUSTOMER ID: 275

We have completed our review of the Clearview Library District Site Plan and Plat (Lot Line Adjustment) 4th submittal package that was received on April 7, 2023 and additional items submitted April 17, 2023. The following items were included with the re-submittal package (typically reviewed by engineering):

- Site Plan Set
- Response to Redlines (Attorney & Engineering)
- Metes and Bounds Legal Description for Easement (Lot 3) received 4/17/23
- Metes and Bounds Legal Description for Easement (Lot 1A) received 4/17/23

We offer the following engineering comments:

General:

1. The property is located west of Town Hall on commercial Lots 1 & 4 of Summit View Subdivision Fifth Filing. A Lot Line Adjustment will change Lots 1 & 4 to a single lot with this application.
2. The letter of intent states that the library building will be 1-story with approximately 10,000 square feet. The TIS mentions a future building expansion of 15,000 square feet. This expansion is not shown in the Site Plan set and would require a new (future) Site Plan Application.
3. Potable Water – The potable water for this project will be provided by the Town of Severance. This anticipated demand ranges from 1,346 gallons per day (GPD) (average day demand, ADD) to 4,622 GPD (max day demand, MDD) based on data provided by the applicant and the Clearview Library District Windsor location water usage trends. The anticipated annual usage is 491,349 gallons per year, based on data provided by the applicant. This usage aligns with a 1" water meter which requires 2.5 ERU's and yields an allotment of 512,500 gallons per year. Town staff understands at 2.0 ERU's are currently

available for this development. Town staff will provide additional water system capacity information at the Planning Commission and Town Council meetings.

4. Sanitary Sewer – The wastewater from this project will be directed to the Town of Severance Wastewater Treatment Facility (WWTF). This project is expected to contribute 151 gallons per day (GPD) of wastewater, based on data provided by the applicant. In January 2023, the WWTF operated at maximum of 94.3% of the permitted capacity. The WWTF remaining capacity is 8,796± GPD, which can accommodate this project.
5. Drainage – An existing off-site detention pond is located on the south edge of the property and is intended to serve this project.
6. Easements – The updated metes and bounds legal descriptions and exhibits for the Reciprocal Access Easement Agreement(s) were reviewed. All previous comments have been addressed. These need to be stamped and signed by the surveyor.

Title Commitment:

7. A Property Binder with Policy No. PIB25200705.22952718 prepared by Old Republic National Title Insurance Company was provided with a date of September 6, 2022 and indicates the vested owners as:

CLEARVIEW LIBRARY DISTRICT, A GOVERNMENTAL TAXING DISTRICT UNDER THE STATE OF COLORADO

Oil & Gas:

8. According to COGCC website, there are no oil/gas wells or setbacks located on this property.

Drainage Report:

9. A Drainage Compliance Letter titled “CLD Severance Library – Drainage Compliance Letter” prepared by Elevation Consulting Group dated November 30, 2022 was submitted and previously reviewed. We have no further comments.

Utility Report:

10. A Utility Report Memo dated February 13, 2023 prepared by The Ballard Group, Inc. was provided, reviewed, and approved.

Traffic Study:

11. The Traffic Impact Study (TIS) titled “Severance Library Transportation Impact Study” prepared by Delich Associates dated December 16, 2022 was provided. JR Engineering, LLC will review the TIS, and provide comments.
12. A westbound left-turn lane is required at the E Harmony Road/Timber Ridge Parkway intersection. This left turn lane will be added when the property to the north of E Harmony Road is developed and the road is widened to meet the Severance Transportation Masterplan.

Geotechnical Report:

13. A Geotechnical Report titled “Geotechnical Engineering Study and Pavement Thickness Design Proposed Clearview Library Near the Southwest Corner of 4th Avenue and Timber Ridge Parkway Severance, Colorado” prepared by Kumar & Associates, Inc. dated June 24, 2022 was submittal and reviewed.

Final Plat (Lot Line Adjustment)

14. The Final Plat was previously reviewed on March 24, 2023 with an interim submittal and we have no further comments.

Site Development Plan:

15. Sheets C500-503 (Details) – The City of Greeley has updated their Water and Sewer Design Criteria and Construction Specifications as of January 2023. The Town of Severance needs to review the updated 2023 City of Greeley details and determine which details are appropriate for this project.
16. We have no further comments.

Please let us know if you have any questions or comments regarding this memo.

LETTER OF INTENT

Date 2022-08-18

Abdul Barzak
Town Planner
Address
3 South Timber Ridge Parkway
Severance, CO 80546

Re: Clearview Library District – Branch Library

Dear Abdul:

Please be advised that the Clearview Library District intends to construct a new branch Library on the proposed site located at 7 Timber Ridge Parkway. The structure is designed to be 1 story with approximately 10,000sf of area. In addition to this, the Harmony Road design guidelines have been followed regarding setbacks, materiality, and architectural style.

Prior to the start of construction, the project will go through the planning process as well as the building department review.

Sincerely,

Eric Grebliunas

ARCHITECT
RATIO
1655 Grant Street
Denver, Colorado 80203
303-607-0040

STRUCTURAL ENGINEER
LARSEN STRUCTURAL DESIGN
320 Maple Street, Suite 120
Ft. Collins, CO 80521
970-568-3355

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 303-807-7181

CIVIL ENGINEER
ELEVATION CONSULTING GROUP, LTD
8315 W 4th Avenue
PO Box 280869
Lakewood, CO 80226
303-913-3543

LANDSCAPE ARCHITECT
DHM DESIGN
900 SOUTH BROADWAY
DENVER, COLORADO 80209
720-763-3966

SHEET ISSUE

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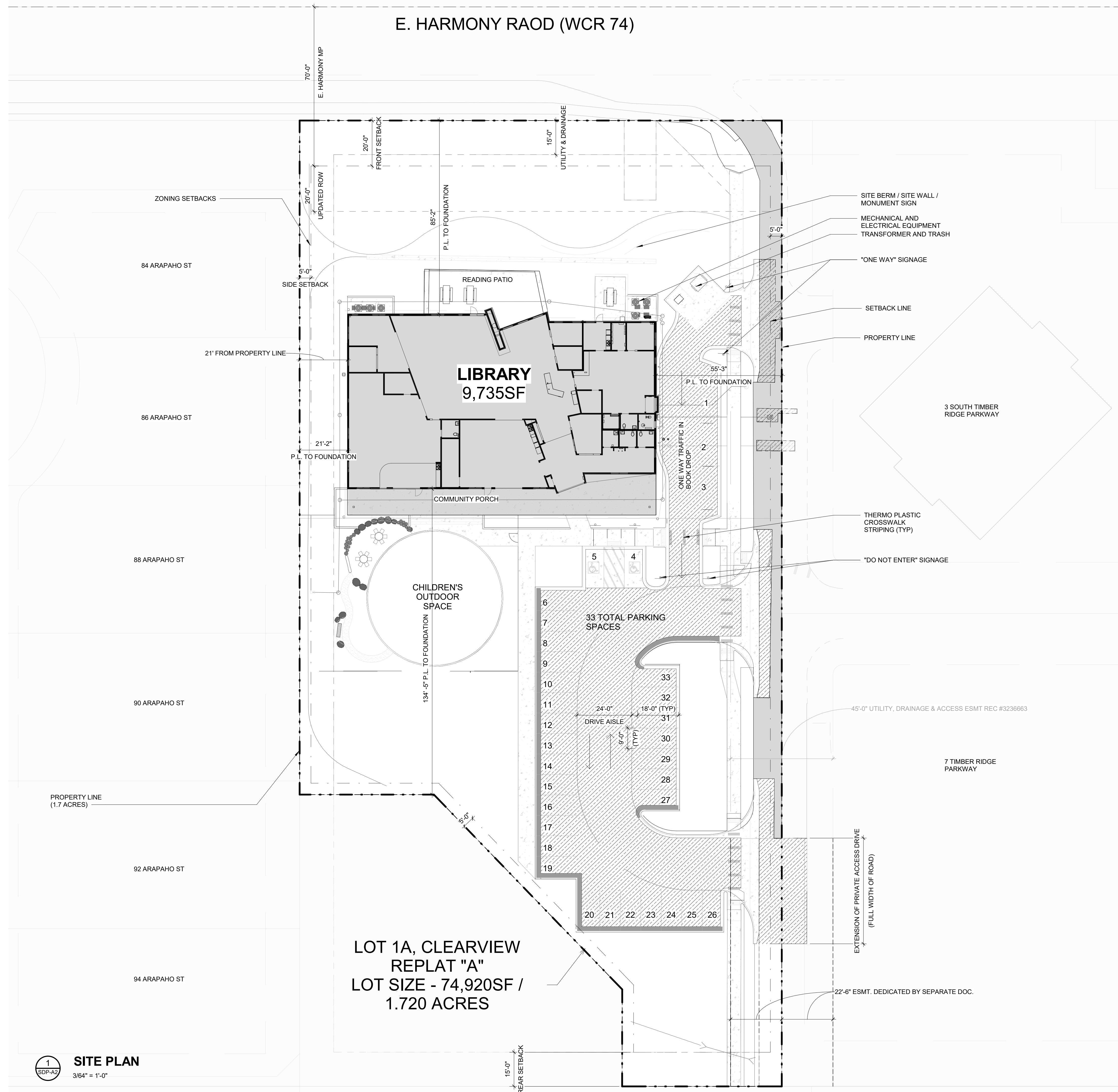
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PROJECT NO. 21732.000

SHEET TITLE
SITE PLAN

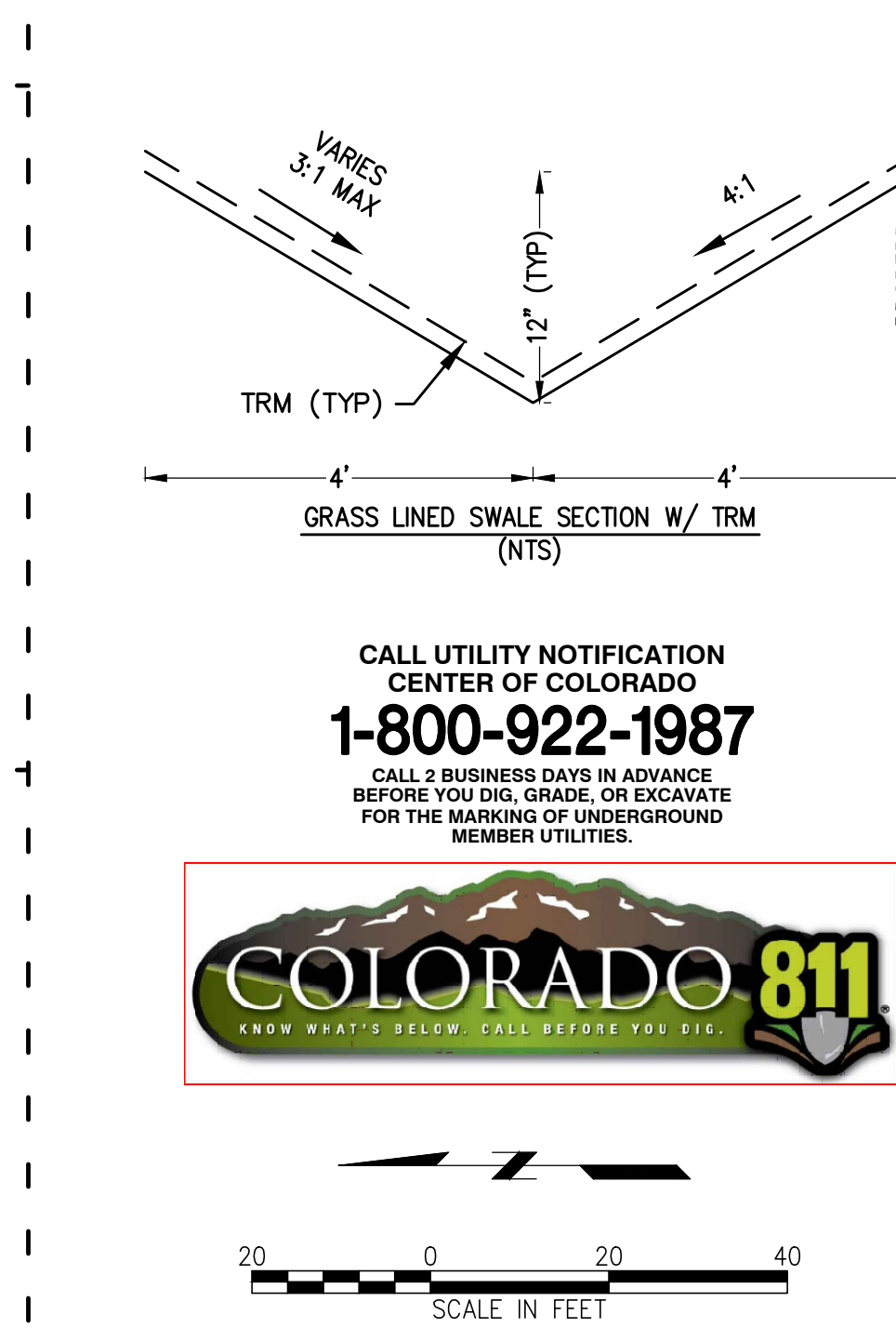
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SDP-A2

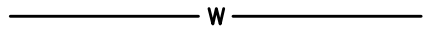
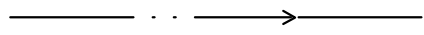


<u>BUILDING DATA</u>	
LOT #	LOT # 1A CLEARVIEW LIBRARY REPLAT "A"
USE	PUBLIC LIBRARY
SITE AREA (SF)	<u>74,920</u> (SF) (INCLUDING SHARED DRIVE AISLE)
BUILDING FOOTPRINT (SF)	9735 (SF)
LANDSCAPE / SOFTSCAPE (SF)	<u>36,030</u> (SF)
PAVED / HARDSCAPE (SF)	<u>29,155</u> (SF) (INCLUDING SHARED DRIVE AISLE)
LOT COVERAGE	(MAX ALLOWABLE) / PROPOSED (N/A) / 13%
STORIES	(MAX ALLOWABLE) / PROPOSED (2) / 1
HEIGHT	(MAX ALLOWABLE) / PROPOSED (NA) / < 24'
SETBACKS	(REQUIRED) / PROPOSED
FRONT	(20') / 85' - 2"
REAR	(15') / 134' - 5"
SIDE	(7.5') / 21' - 2" , 55' - 3"
STREET SIDE	(15') / NA
PARKING	(REQUIRED) / PROPOSED
TOTAL SPACES	(33) / 33
STANDARD	(31) / 31
ADA	(2) / 2
BICYCLE	(NOT IDENTIFIED IN CODE - 15% RECOMMENDED PER GREELY DEVELOPMENT CODE) / 5
E.V	NOT PROVIDED

NOT FOR CONSTRUCTION



1. BUILDING INFORMATION-DIMENSION & LOCATION WERE PROVIDED BY OTHERS. REFER TO THE APPROPRIATE ARCHITECTURAL & STRUCTURAL DRAWINGS FOR DETAILS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN THE MOST CURRENT APPROVED ARCHITECTURAL/STRUCTURAL DRAWINGS AND COORDINATE BUILDING LOCATIONS WITH THESE CIVIL DRAWING PRIOR TO BEGINNING CONSTRUCTION.
2. THE TOWN OF SEVERANCE FOLLOWS GREELEY CRITERIA FOR CONSTRUCTION STANDARDS. ALL CONSTRUCTION, DEVELOPMENT, REPAIR, OR ADJUSTMENTS AFFECTING TOWN INFRASTRUCTURE WITHIN THE TOWN OF SEVERANCE MUST ADHERE TO CURRENT STANDARDS.
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7. THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL SURVEY MONUMENTS. ANY MONUMENT THAT MUST BE DESTROYED FOR CONSTRUCTION SHALL BE REPLACED. THE CONTRACTOR SHALL ENGAGE THE SERVICES OF A PROFESSIONAL LICENSED SURVEYOR (PLS) PRIOR TO DISTURBING ANY MONUMENTS.
8. A GEOTECHNICAL REPORT HAS BEEN PREPARED BY KUMAR & ASSOCIATES, INC. (PROJ. # 22-3-161 JUNE 24, 2022). REFER TO GEOTECHNICAL REPORT FOR ANY REQUIREMENTS EXCEEDING CITY STANDARDS.
9. A MINIMUM OF 8' OF ROAD BASE SHALL BE USED BENEATH ALL PROPOSED ASPHALT PAVEMENT.
10. ALL DISTURBED AREAS SHALL BE RESEED PER LANDSCAPING PLANS.

	SPVC:FOUND #4 REBAR W/ ORANGE PLASTIC CAP LS 34995
	SPVC:SET 24" OF #4 REBAR W/ RED PLASTIC CAP LS 33848
	EXISTING PROPERTY LINE
	EXISTING EASEMENT
	EXISTING MAJOR CONTOUR
	EXISTING MINOR CONTOUR
	EXISTING SANITARY SEWER
	EXISTING SANITARY MANHOLE
	EXISTING STORM SEWER
	EXISTING IRRIGATION CONTROL VALVE
	EXISTING WATER LINE
	EXISTING FIRE HYDRANT
	EXISTING WATER VALVE
	EXISTING UNDERGROUND ELECTRIC
	EXISTING ELECTRIC PEDESTAL
	EXISTING TELE-COMMUNICATIONS LINE
	EXISTING FIBEROPTIC LINE
	EXISTING GAS LINE
	EXISTING FENCE
	EXISTING SIGN
	EXISTING TREE
	PROPOSED WATER OR FIRE LINE SERVICE
	PROPOSED SANITARY SEWER SERVICE
	PROPOSED FOUNDATION DRAIN
	PROPOSED STORM SEWER
	PROPOSED FENCE
	PROPOSED GRASS SWALE
	PROPOSED ASPHALT PATCH

BENCHMARK:

NGS LAMBRECHT. ELEVATION 4920.26 (NAVD 88 VERTICAL DATUM)

BASIS OF BEARING:

ASSUMING THE NORTH LINE OF THE NE $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ OF SECTION 2, TOWNSHIP 6 N., RANGE 67 W. OF THE 6TH P.M., MONUMENTED AS SHOWN ON THIS DRAWING, AS BEARING N 89°06'19" E, BEING A GRID BEARING OF THE COLORADO STATE PLANE, N ZONE, NORTH AMERICA DATUM 1983/2011, A DISTANCE OF 1315.75 FEET AND WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO. THE LINEAL DIMENSIONS AS CONTAINED HEREIN ARE BASED UPON THE "S.S. SURVEY FOOT".

NOT FOR CONSTRUCTION

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C-100

C-300

ASSUMING THE NORTH LINE OF THE NE $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ OF SECTION 2, TOWNSHIP 6 N, RANGE 67 W OF THE 6TH P.M., MONUMENTED AS SHOWN ON THIS DRAWING, AS BEARING N 89°06'19" E. BEING A GRID BEARING OF THE COLORADO STATE PLANE, N ZONE, NORTH AMERICA DATUM 1983/2011, A DISTANCE OF 1315.75 FEET AND WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO. THE LINEAL DIMENSIONS AS CONTAINED HEREIN ARE BASED UPON THE "S.S. SURVEY FOOT".

OWNER
Clearview Libraries
 720 Third St.
 Windsor, CO 80550
 970-686-5603

ARCHITECT
RATIO
 1655 Grant Street
 Denver, Colorado 80203
 303-607-0040

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LANDSCAPE ARCHITECT
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720-763-3966

SEAL | DATE

SHEET ISSUE

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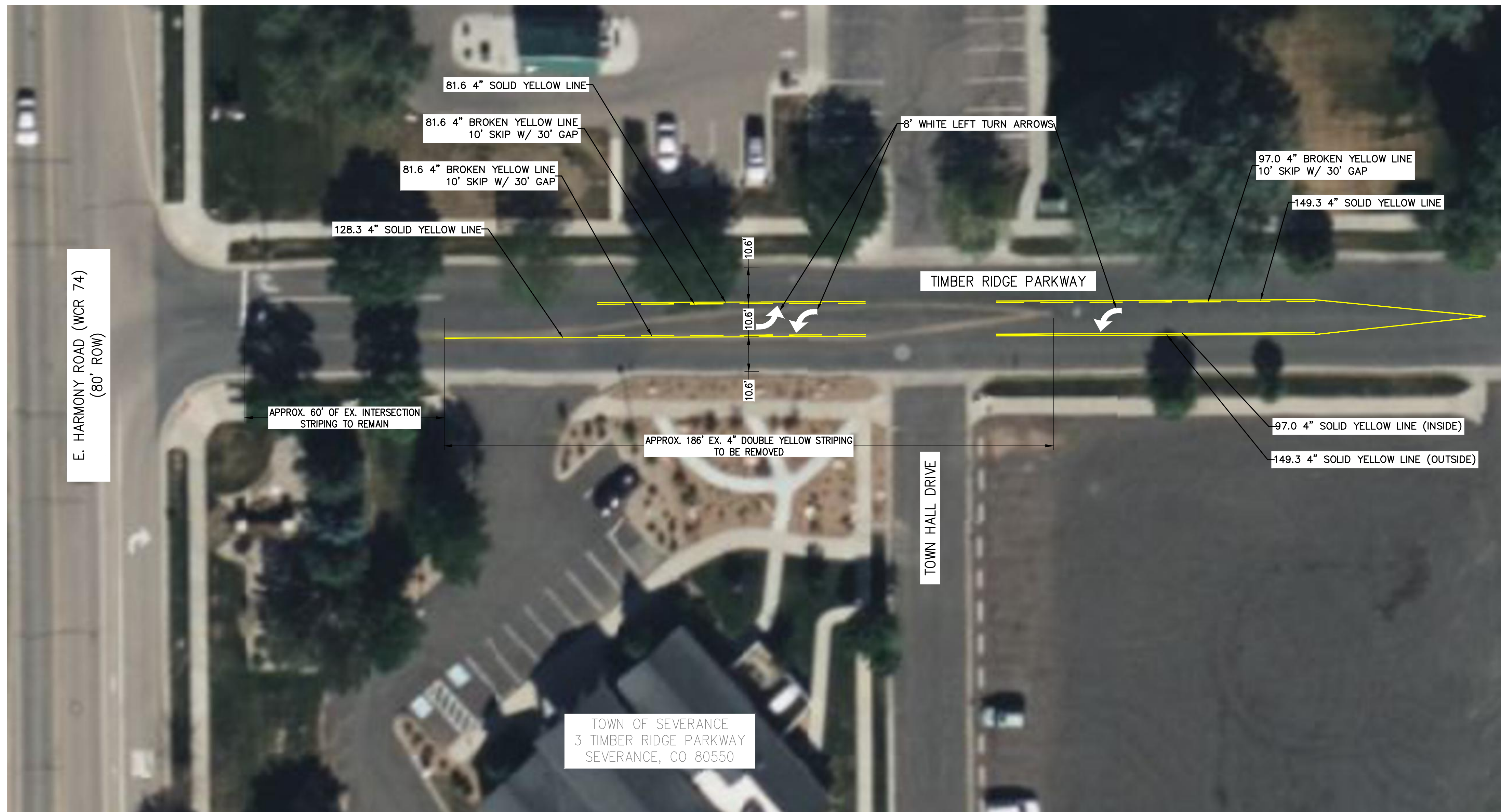
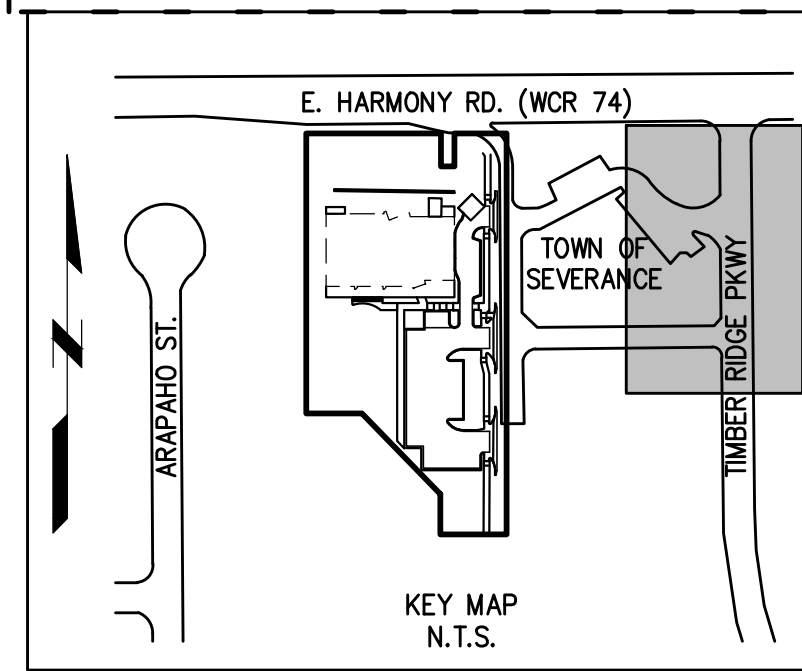
PROJECT NO. _____

SHEET TITLE

OFFSITE STRIPING
PLAN

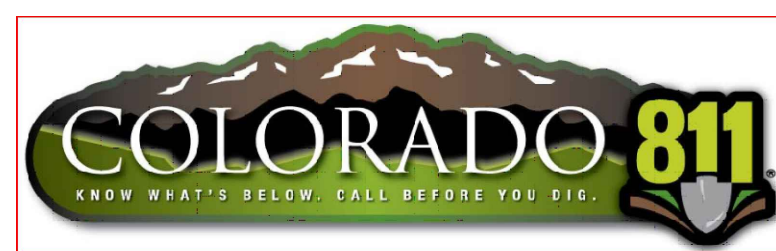
SHEET NUMBER

C-400



CALL UTILITY NOTIFICATION
CENTER OF COLORADO
1-800-922-1987

**CALL 2 BUSINESS DAYS IN ADVANCE
BEFORE YOU DIG, GRADE, OR EXCAVATE
FOR THE MARKING OF UNDERGROUND
MEMBER UTILITIES.**



BENCHMARK:

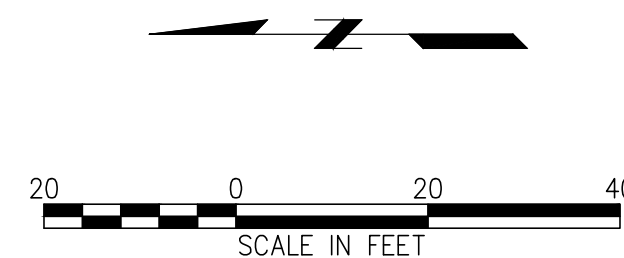
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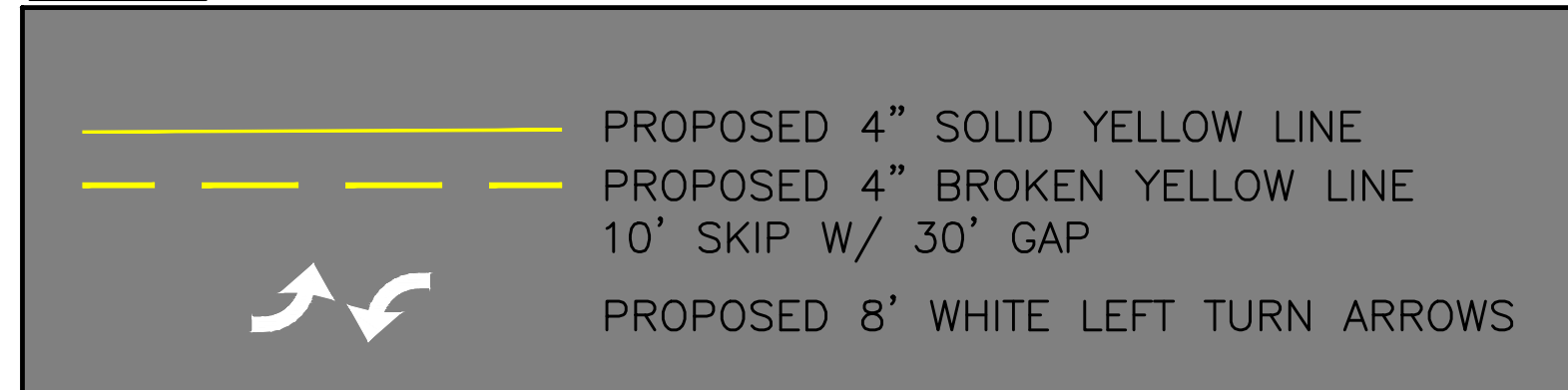
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GENERAL NOTES:

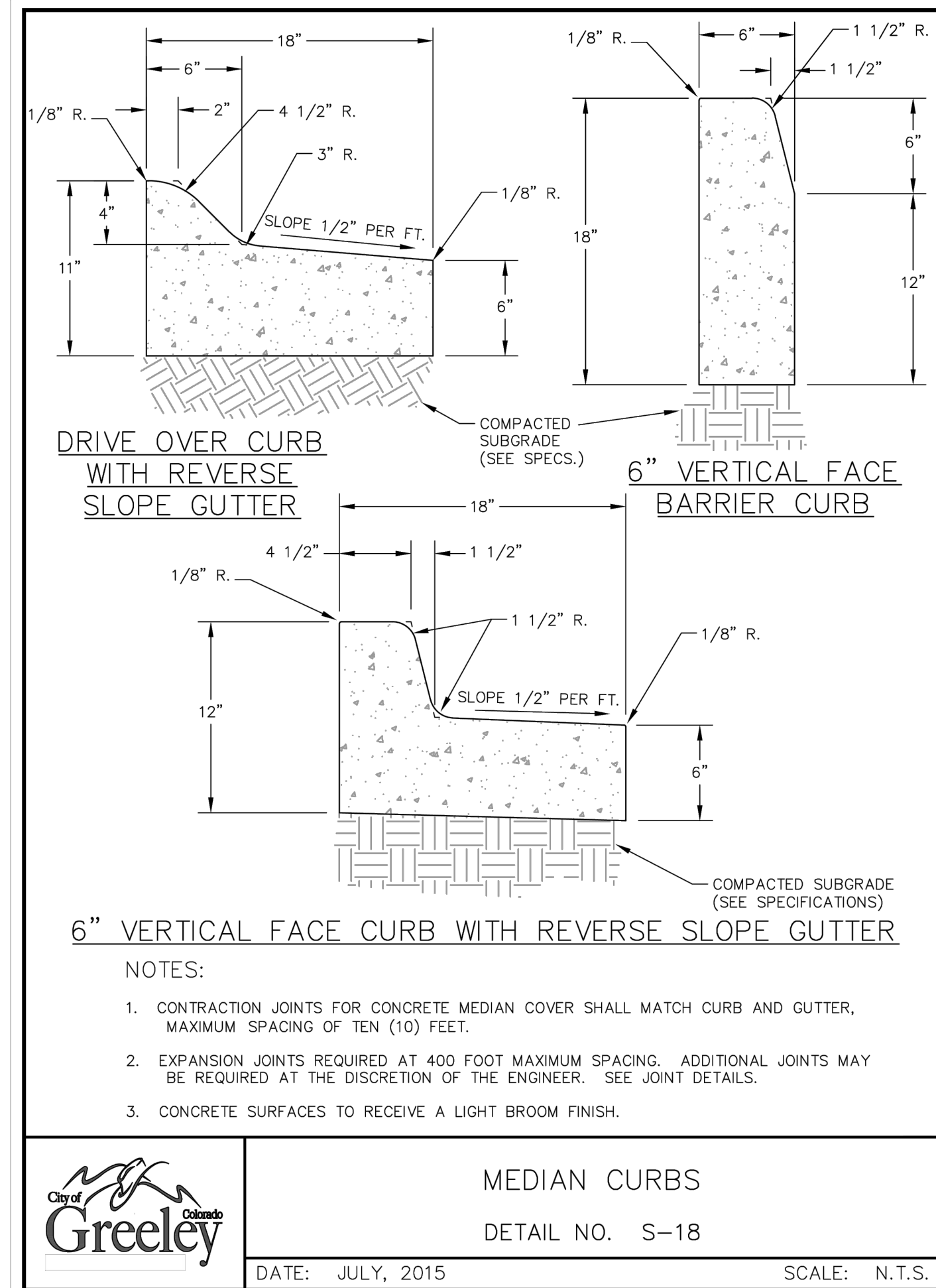
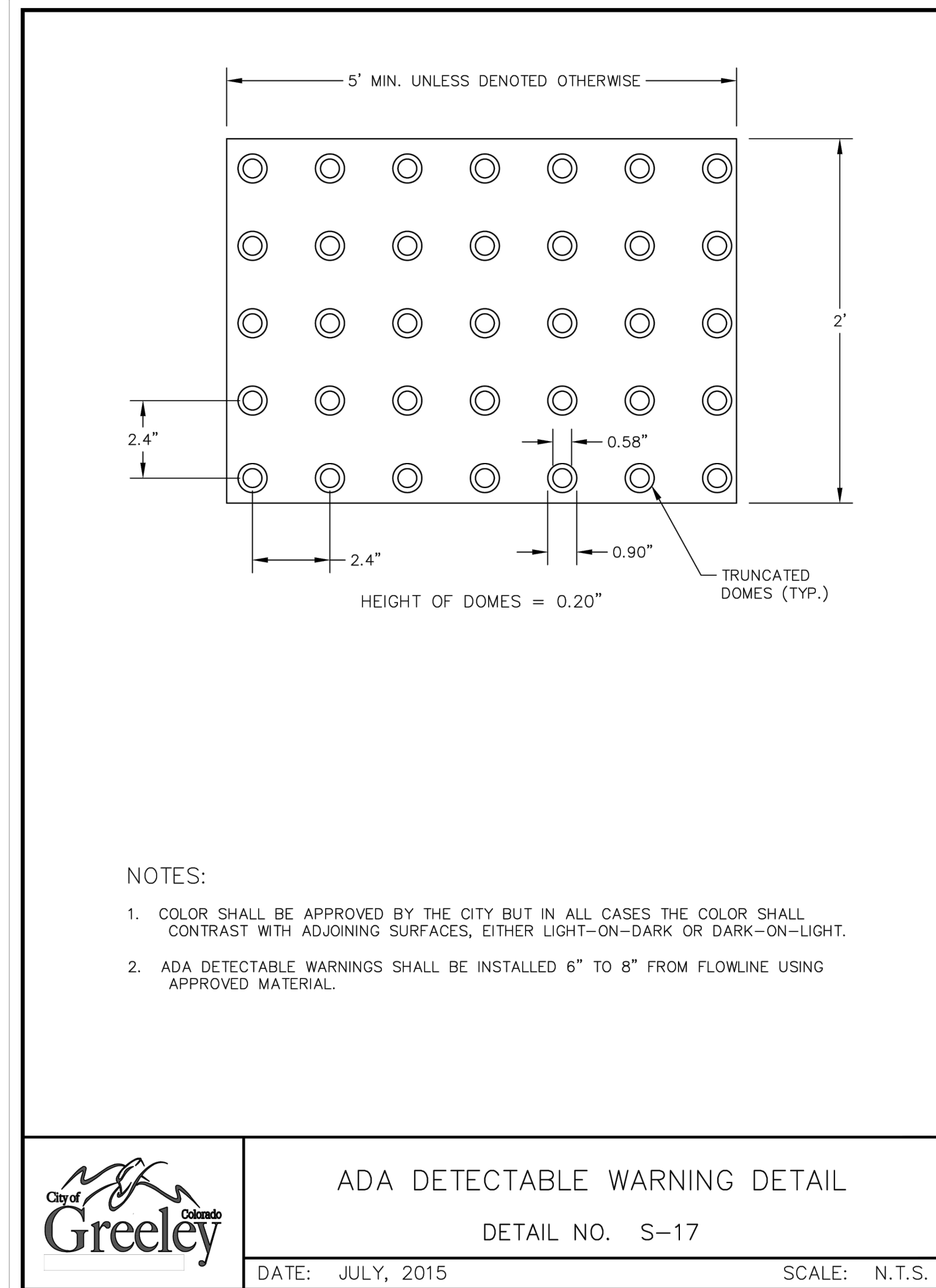
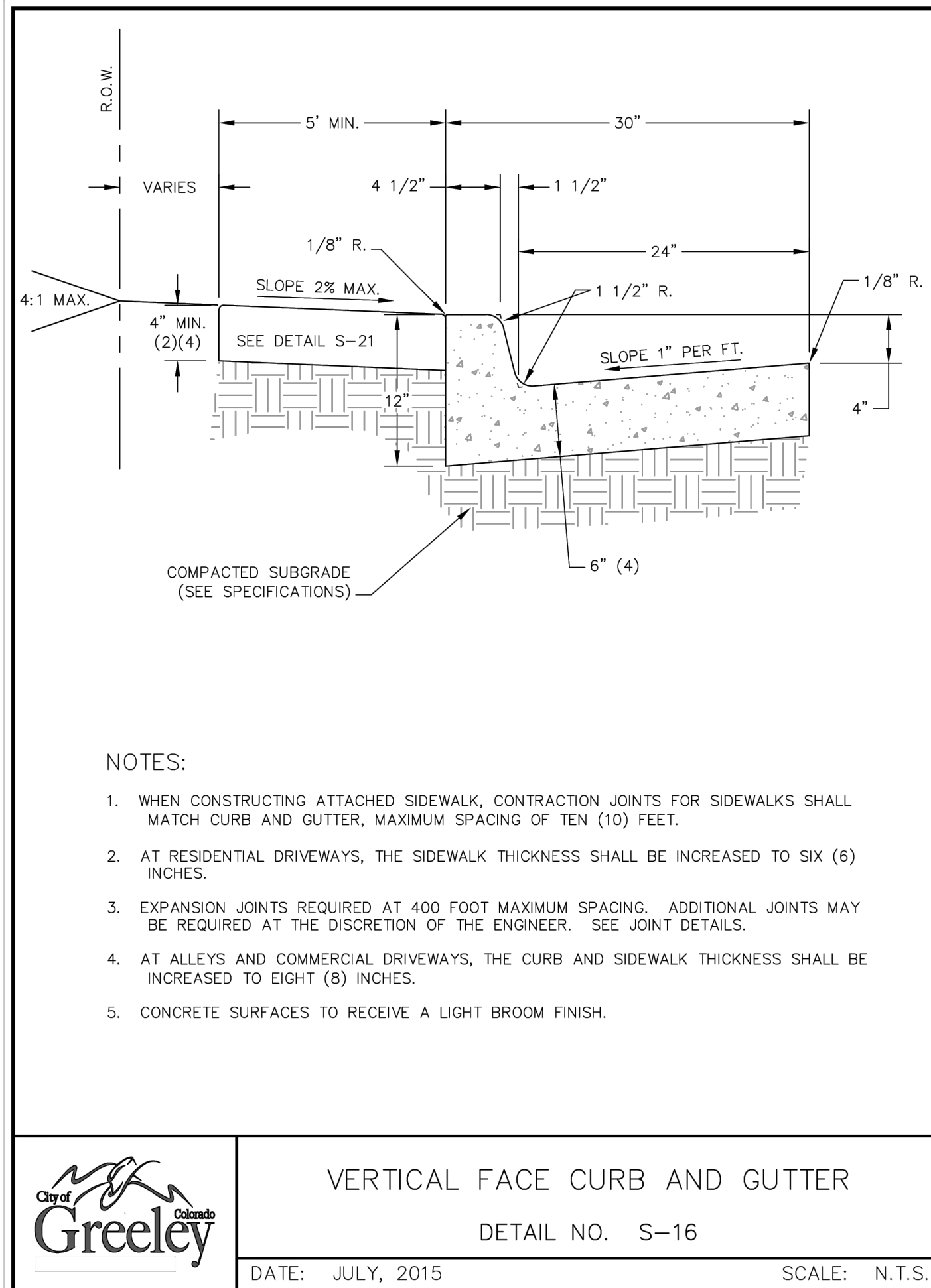
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LEGEND:

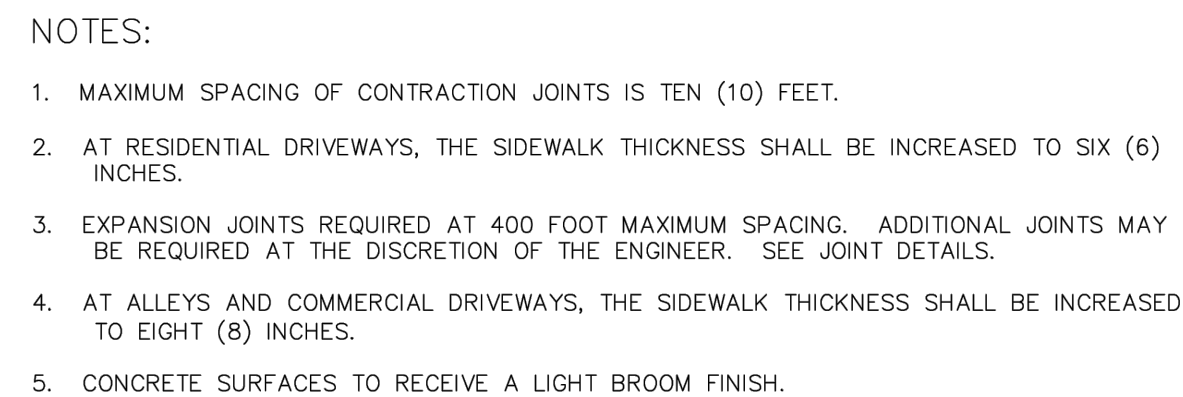


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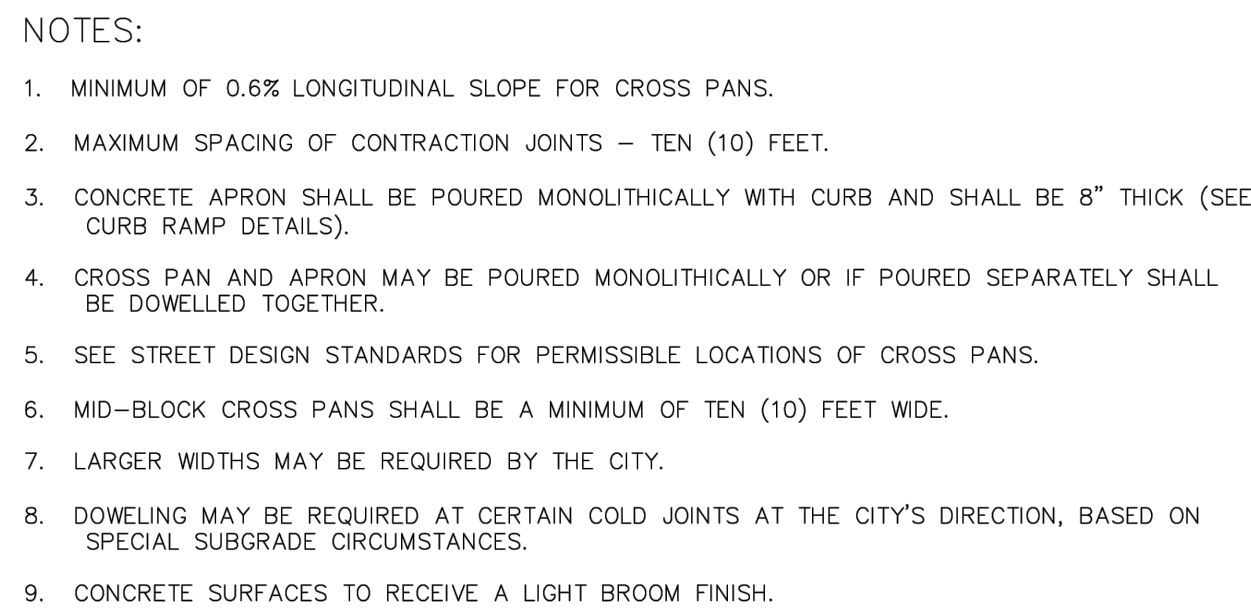
C-501

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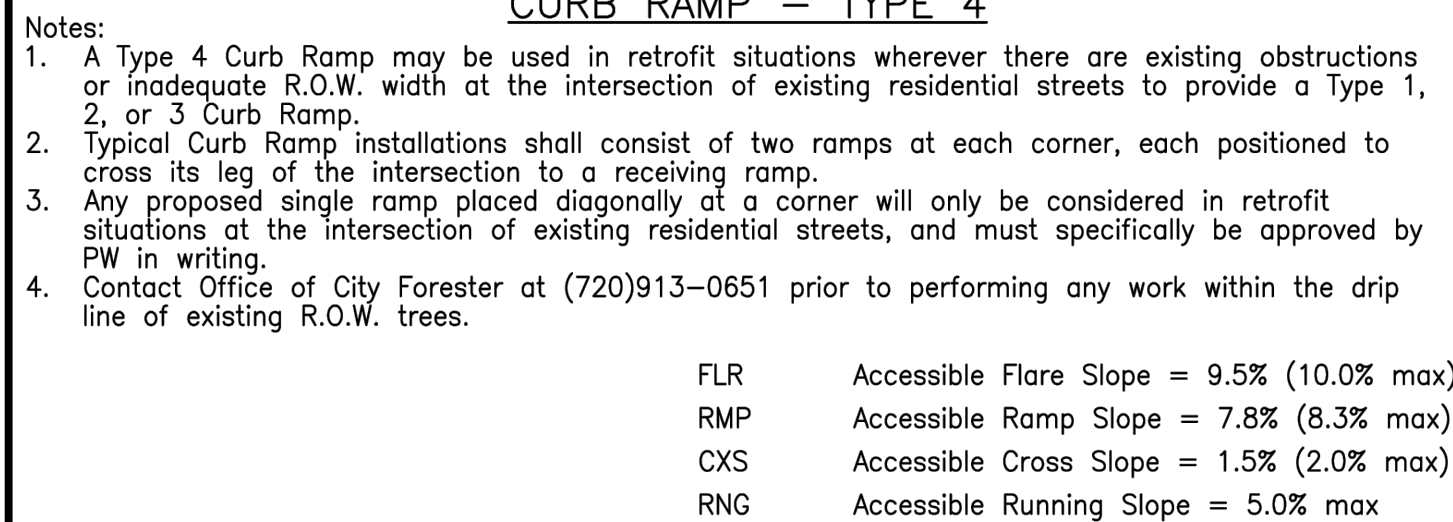
DETACHED SIDEWALK DETAIL
DETAIL NO. S-21

DATE: JULY, 2015 SCALE: N.T.S.



CONCRETE CROSS PAN DETAIL
DETAIL NO. S-28

DATE: JULY, 2015 SCALE: N.T.S.



City and County of Denver Transportation Standards & Details

Curb Ramp Type 4

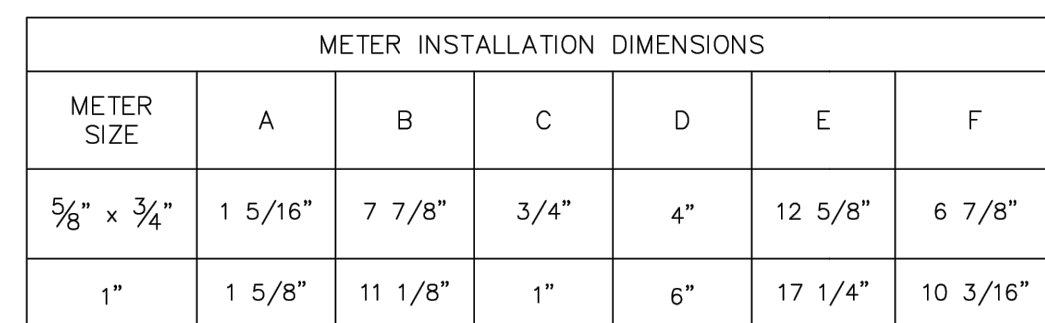
Date:
04/17

Std. Dwg.
7.4



WATER CONSTRUCTION DETAILS

SCALE: NOT TO SCALE
DATE: NOVEMBER 2021
BY: HAH

DRAWING
W-A

LEGEND:

- ① WATER METER PIT SHALL BE BINGHAM & TAYLOR MMP2430 (BASE) & MMPE2418 (TOP).
- ② WATER METER TOP LID SHALL BE CASTINGS, INC. CAST IRON W32 - RECESSED W32TLCDI WITH 2-INCH HOLE IN TOP LID. TOP LID TO READ "WATER METER". BODY SHALL BE CASTINGS, INC.. W32B2DCI.
- ③ WATER METER INNER FROST LID SHALL BE CASTINGS, INC. PLASTIC 3-INCH INLP3".
- ④ WATER METER YOKES SHALL BE MUELLER CO. B-2474-2N WITH CHECK VALVE.
- ⑤ YOKE SHALL BE CENTERED IN THE PIT WITH A PIECE OF 3/4-INCH PVC STABILIZER PIPE ATTACHED WITH PLASTIC WIRE TIES TO YOKE BRACE.

NOTES:

1. NOT FOR INSTALLATION IN ROADWAYS, DRIVEWAYS, OR PARKING AREAS.
2. IF SURFACE IS NOT TO FINAL GRADE AT THE TIME OF INSTALLATION OF METER, OWNER MUST RAISE OR LOWER PIT WHEN SURFACE IS GRADED. LID SHALL BE 2-INCHES ABOVE GRADE.
3. METER YOKE SHALL BE LOCATED NO HIGHER THAN 19-INCHES AND NO LOWER THAN 21-INCHES BELOW THE TOP LID. ALSO ¾-INCH COPPER PIPING MUST BE USED FROM THE WATER MAIN TO THE YOKE AND THEN FROM THE YOKE EXTENDED A MINIMUM OF 5-FEET BEFORE THE METER PIT. IN THE EVENT THE METER PIT IS ADJUSTED TO FINAL GRADE, OWNER SHALL INSURE THE YOKE BE RAISED/LOWERED AS REQUIRED.
4. METER TO BE LOCATED 2-FEET FROM THE BACK OF SIDEWALK AND WITHIN THE UTILITY EASEMENT, UNLESS OTHERWISE APPROVED BY THE TOWN ADMINISTRATOR.
5. METER PIT SHALL BE PLACED IN FREE DRAINING GRAVEL BASE. CONCRETE NOT PERMITTED.
6. METER PIT SHALL BE 20-INCHES INSIDE DIAMETER AND 48-INCHES DEEP.
7. SPRINKLER SYSTEM CONNECTIONS SHALL BE LOCATED A MINIMUM OF 5-FEET DOWNSTREAM FROM THE METER PIT. UNDER NO CIRCUMSTANCES ARE SPRINKLER CONNECTIONS PERMITTED IN THE METER PIT.
8. NO STRUCTURES ARE TO BE LOCATED WITHIN 4-FEET OF METER PIT. LANDSCAPING IS PERMITTED, HOWEVER ACCESS TO THE METER PIT MUST BE ALWAYS MAINTAINED.
9. IF PRESSURE REDUCING VALVE IS REQUIRED BY THE PLUMBING CODE, IT SHALL BE INSTALLED INSIDE THE BUILDING IMMEDIATELY FOLLOWING THE MAINS SHUT OFF VALVE.
10. NO METER PITS OR PUBLIC WATER SERVICE LINES ARE PERMITTED TO BE LOCATED UNDER PRIVATE HARD SURFACES, TREES OR OTHER PERMANENT STRUCTURES.

OUTSIDE SETTING FOR 3/4" & 1" METER DETAIL



WATER CONSTRUCTION DRAWINGS

SCALE: NOT TO SCALE
DATE: JULY 26 2022
BY: AKM

DRAWING
W-B

GENERAL NOTE:

1. DESIGN REQUIRES MODIFICATIONS TO SOME OF THESE STANDARD DETAILS TO ACCOMMODATE SITE LAYOUT. STANDARD DETAILS PROVIDED FOR REFERENCE ONLY.

NOT FOR CONSTRUCTION

**Clearview Library
District - Branch
Library
5 Timber Ridge
Parkway
Severance, CO 80546**

OWNER
.....
Clearview Libraries
720 Third St.
Windsor, CO 80550
970-686-5603

ARCHITECT
.....
RATIO
1655 Grant Street
Denver, Colorado 80203
303-607-0040

STRUCTURAL ENGINEER
LARSEN STRUCTURAL DESIGN
 320 Maple Street, Suite 120
 Ft. Collins, CO 80521
 970-568-3355

MECHANICAL / PLUMBING ENGINEER
THE BALLARD GROUP, INC.
 2525 South Wadsworth Blvd. Suite 200
 Lakewood, CO 80227
 303-988-4514

ELECTRICAL ENGINEER
INNOVATIVE ELECTRICAL SYSTEMS, INC.
 8093 WEST ILIFF LANE
 Lakewood, CO 80227
 303-807-7181

CIVIL ENGINEER
ELEVATION CONSULTING GROUP, LTD
 8315 W 4th Avenue
 PO Box 280869
 Lakewood, CO 80226
 303-913-3543

LANDSCAPE ARCHITECT
DHM DESIGN
900 SOUTH BROADWAY
DENVER, COLORADO 80209
720-763-3966

SEAL | DATE

SHEET ISSUE

[illegible]

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PROJECT NO.

SHEET TITLE

STANDARD DETAILS

SHEET NUMBER

C-502

OWNER
Clearview Libraries
720 Third St.
Windsor, CO 80550
970-686-5603

ARCHITECT
RATIO
1655 Grant Street
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303-607-0040

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970-568-3355

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Lakewood, CO 80227
303-988-4514

ELECTRICAL ENGINEER
INNOVATIVE ELECTRICAL SYSTEMS, INC.
8093 WEST ILIFF LANE
Lakewood, CO 80227
303-807-7181

CIVIL ENGINEER
ELEVATION CONSULTING GROUP, LTD
8315 W 4th Avenue
PO Box 280869
Lakewood, CO 80226
303-913-3543

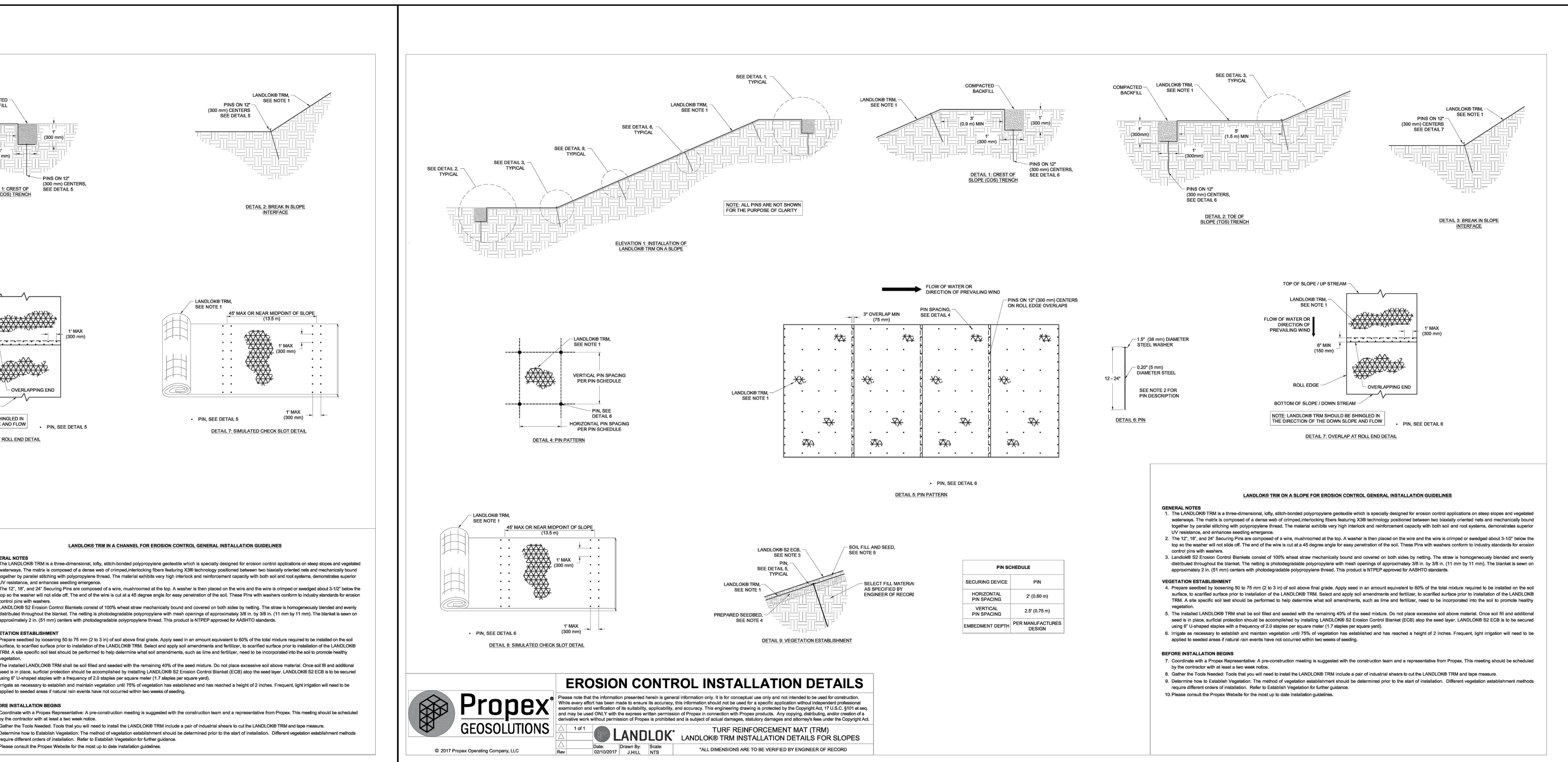
LANDSCAPE ARCHITECT
DHM DESIGN
900 SOUTH BROADWAY
DENVER, COLORADO 80209
720-673-3966

[illegible]

PROJECT NO.
SHEET TITLE

SHEET NUMBER

C-503



NOT FOR CONSTRUCTION

OWNER
Clearview Libraries
 720 Third St.
 Windsor, CO 80550
 970-686-5603

ARCHITECT
RATIO
1655 Grant Street
Denver, Colorado 80203
303-607-0040

STRUCTURAL ENGINEER
LARSEN STRUCTURAL DESIGN
3220 Maple Street, Suite 120
Ft. Collins, CO 80521
970-568-3355

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THE BALLARD GROUP, INC.
 2525 South Wadsworth Blvd. Suite 200
 Lakewood, CO 80227
 303-988-4514

ELECTRICAL ENGINEER
INNOVATIVE ELECTRICAL SYSTEMS, INC.
 8093 WEST ILIFF LANE
 Lakewood, CO 80227
 303-807-7181

CIVIL ENGINEER
ELEVATION CONSULTING GROUP, LTD
 8315 W 4th Avenue
 PO Box 280869
 Lakewood, CO 80226
 303-913-3543

LANDSCAPE ARCHITECT
DHM DESIGN
900 SOUTH BROADWAY
DENVER, COLORADO 80209
720-763-3966

SEAL | DATE

SHEET ISSUE

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PROJECT NO. _____

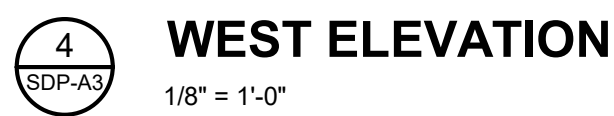
1732.000

SHEET TITLE

ELEVATIONS

SHEET NUMBER

SDP-A3



NOT FOR CONSTRUCTION

Owner
Clearview Libraries
730 Third St.
Windsor, CO 80550

Architect
RATIO
1655 Grant Street
Denver, CO 80203
303-607-0040

Structural Engineer
Larsen Structural Design
320 Maple Street, Suite 120
Ft. Collins, CO 80521
970-568-3355

Mechanical / Plumbing Engineer
The Ballard Group, Inc.
2525 South Wadsworth Blvd.
Suite 200
Lakewood, CO 80227
303-988-4514

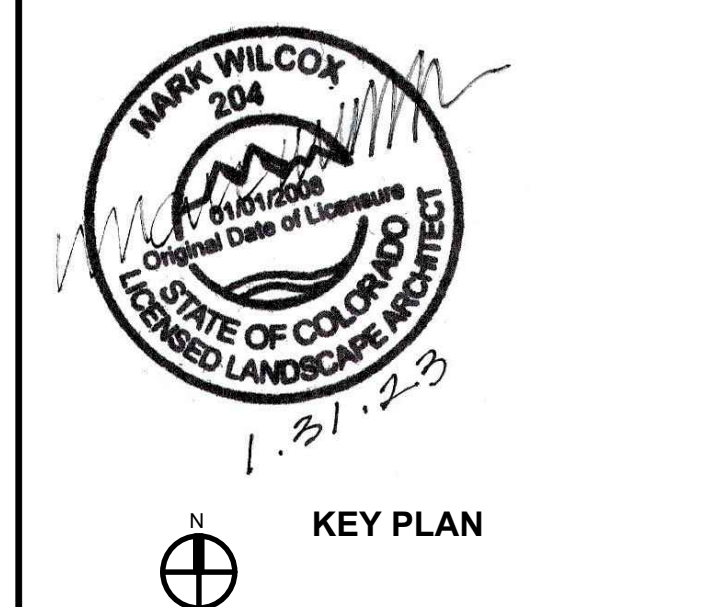
Electrical Engineer
Innovative Electrical Systems, Inc.
8093 West Iliff Lane
Lakewood, CO 80227
303-807-7181

Civil Engineer
Elevation Consulting Group, Ltd
8315 W. 4th Avenue
PO Box 280869
Lakewood, CO 80226
303-913-3543

Landscape Architect
DHM Design
900 South Broadway
Denver, CO 80209
720-763-3966

Acoustical Engineer
Engineering Dynamics, Inc.
3925 S. Kalamath St.
Englewood, CO 80110
303-716-4367

95% CONSTRUCTION DOCUMENTS	01-31-202
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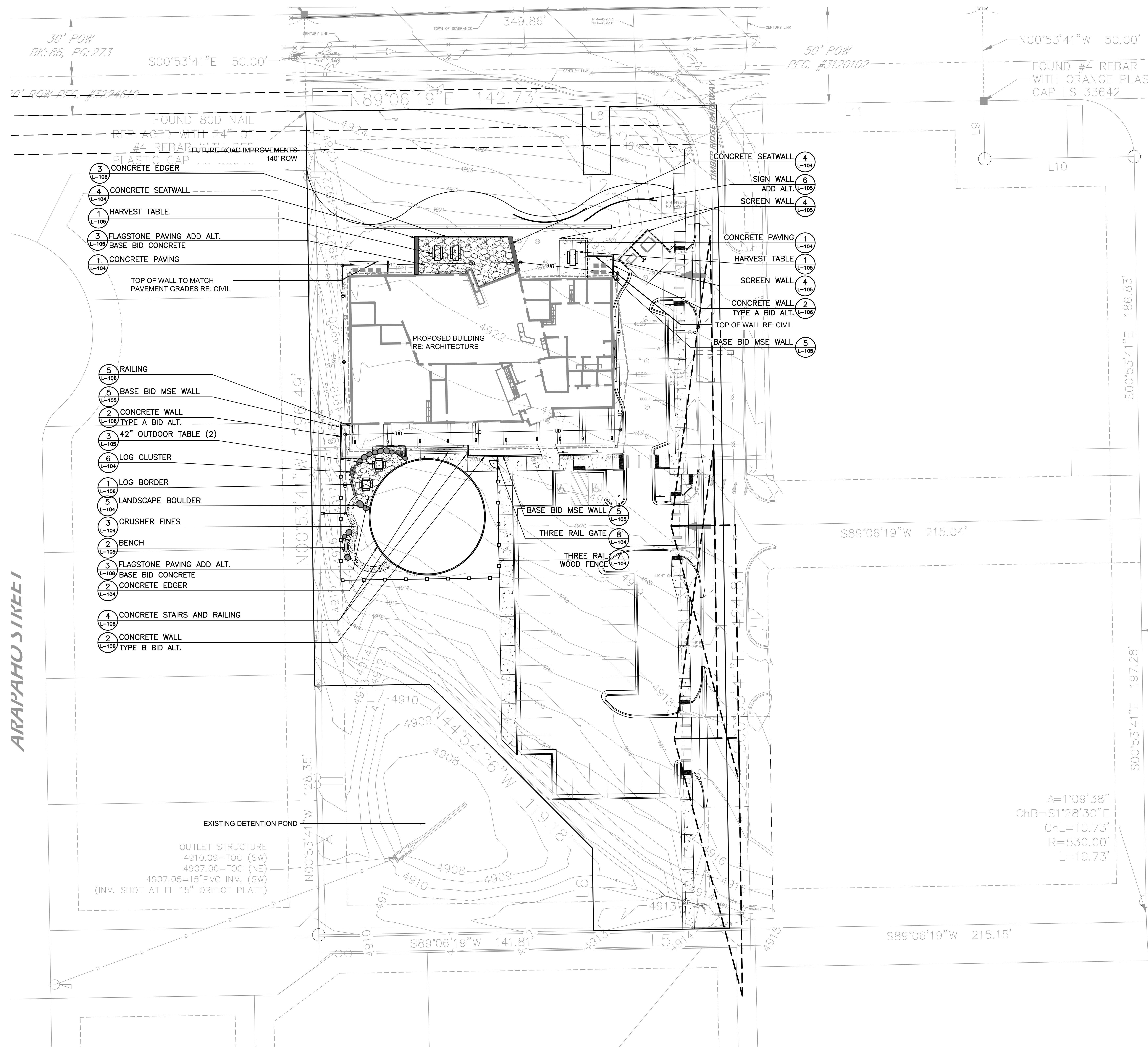
SEAL | DATE

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RATIO

PROJECT NO.
SHEET TITLE
LAYOUT PLAN

SHEET NUMBER
L-101



NOT FOR CONSTRUCTION

Acoustical Engineer
Engineering Dynamics, Inc.
3925 S. Kalamath St.
Englewood, CO 80110
303-716-4367

KEY PLAN

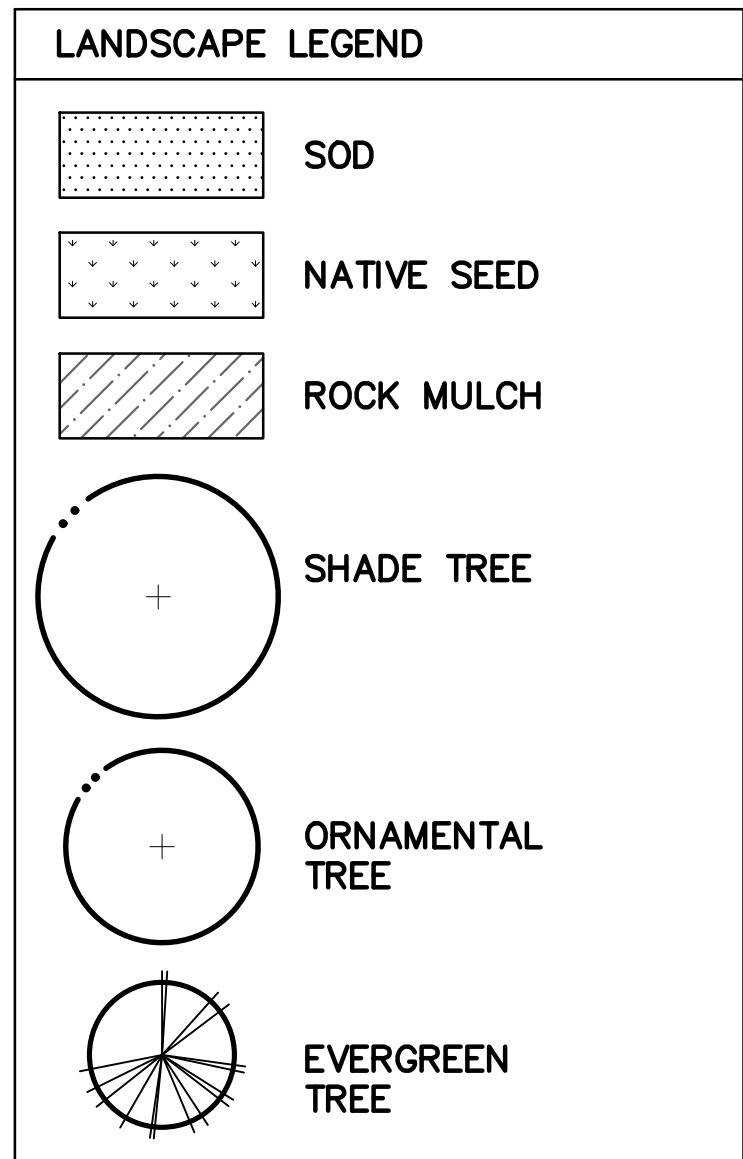
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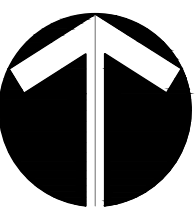
LANDSCAPE PLAN

SHEET NUMBER



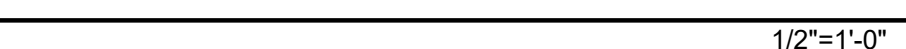
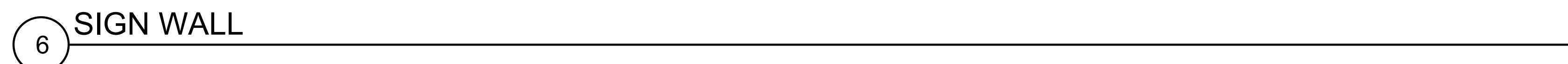
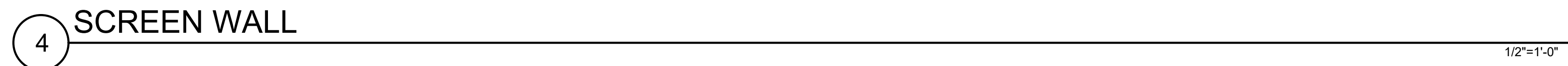
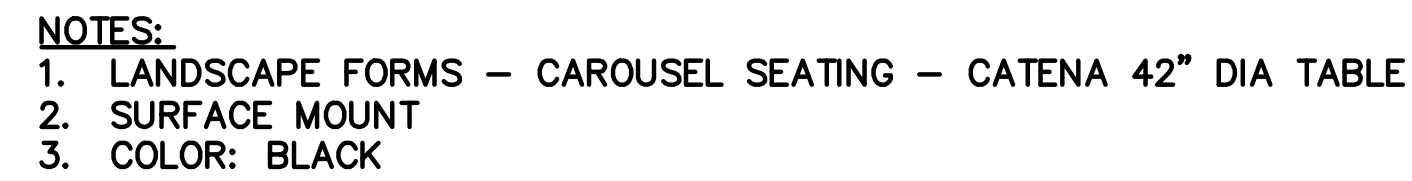
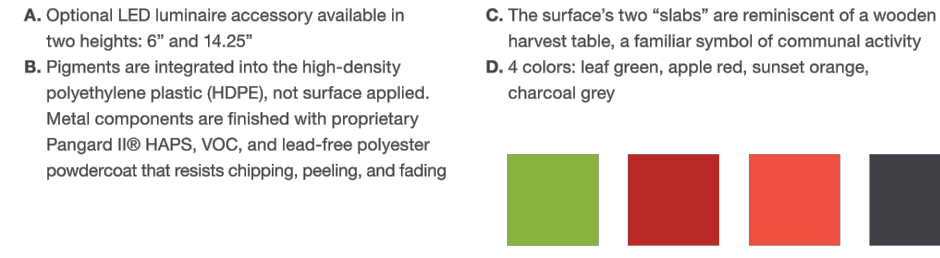
IRRIGATED AREA:	34,970 SQ. FT.	0.80 ACRES
WATER USE PER YEAR:	437,800 GALLONS	1.34 ACRE-FEET
AVERAGE WATER PER YEAR:	12.52 GALLONS / SQ. FT.	20.08 INCHES / SQ. FT.
PEAK SEASON MONTHLY WATER USE:	93,041 GALLONS	0.29 ACRE-FEET
AVERAGE PEAK SEASON FLOW	10 GPM	
REQUIRED TAP SIZE	3/4 INCHES	

PROJECTIONS ARE BASED ON A SIX DAY PER WEEK, SIX HOUR PER DAY, PEAK SEASON WATERING SCHEDULE.
PEAK SEASON APPLICATION FOR KENTUCKY BLUEGRASS IS 2.23" PER WEEK.



0 10 40
5 20
SCALE: 1"=20'-0"

NOT FOR CONSTRUCTION



OWNER
Clearview Libraries
20 Third St.
Windsor, CO 80550
70-686-5603

ARCHITECT
RATIO
655 Grant Street
Denver, Colorado 80203
303-607-0040

STRUCTURAL ENGINEER
KARSEN STRUCTURAL DESIGN
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 Lakewood, CO 80227
 303-988-4514

ELECTRICAL ENGINEER
INNOVATIVE ELECTRICAL SYSTEMS, INC.
 3093 WEST ILIFF LANE
 LAKEWOOD, CO 80227
 303-807-7181

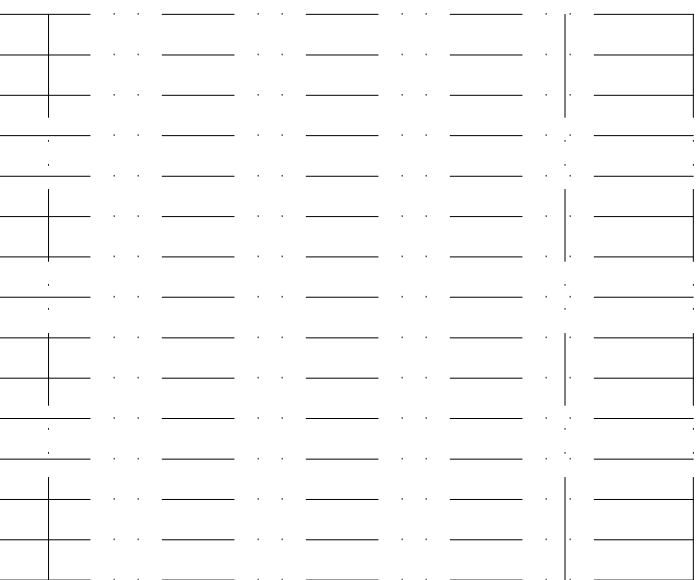
CIVIL ENGINEER
ELEVATION CONSULTING GROUP, LTD
 1315 W 4th Avenue
 PO Box 280869
 Lakewood, CO 80226
 303-913-3543

LANDSCAPE ARCHITECT
OHM DESIGN
 1000 SOUTH BROADWAY
 DENVER, COLORADO 80209
 303-733-3966

SEAL | DATE

SITE DEVELOPMENT PLAN

SHEET ISSUE



RATIO

PROJECT NO. 21732.000

SHEET TITLE

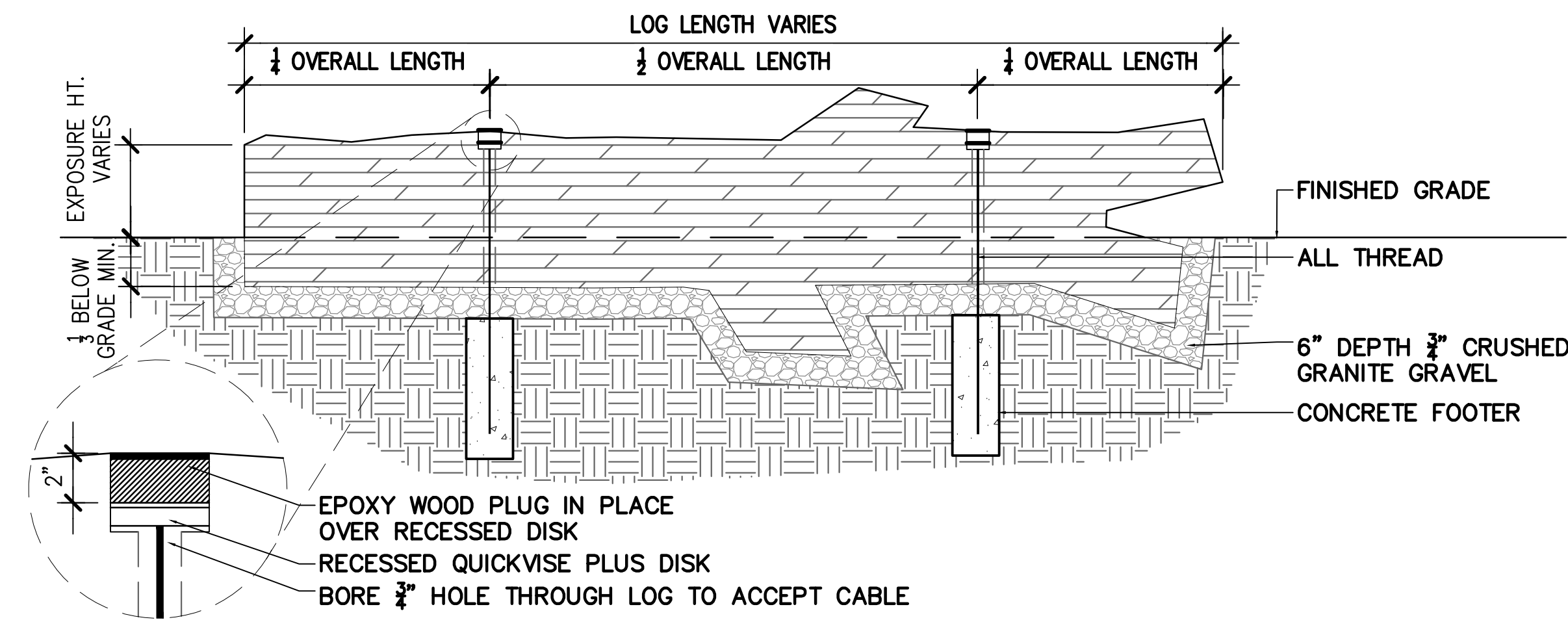
SITE DETAILS

SHEET NUMBER

L-105

NOT FOR CONSTRUCTION

11/28/2022 11:12:30 AM



1 LOG BORDER

- NOTES:
- LOG SIZE AND SHAPE WILL VARY. CONTRACTOR TO USE TAGGED FOR PROJECT THAT ARE AT THE DENVER FORESTRY YARD.
 - CONTRACTOR TO ENSURE ALL LOG EDGES ARE SANDED AND FREE FROM SPLINTERS. REMOVE ALL BRANCHES WITH LESS THAN 6" DIAMETER AND TRIM BRANCHES TO NO LONGER THAN 18" IN LENGTH. CONFIRM EXISTING LOGS CONFORM TO THESE REQUIREMENTS.
 - CONTRACTOR TO PLACE LOGS SO THAT NO GAPS OR OPENINGS ARE PRESENT BETWEEN THE LOG AND FINISHED GRADE AND NO OPENINGS ARE PRESENT THAT COULD CAUSE DEBRIS TO BECOME ENTANGLED. CONTRACTOR TO COORDINATE WITH PROJECT MANAGER AND LANDSCAPE ARCHITECT PRIOR TO FINAL PLACEMENT.
 - LOG TO PLACED SO THAT A MINIMUM OF $\frac{1}{3}$ OF THE LOG IS BURIED BELOW GRADE.
 - LOG SHALL BE SECURED BY (2) - 4" STEEL EARTH ANCHOR(S) WITH $\frac{1}{8}$ " STEEL CABLE TO PREVENT BUOYANCY DURING FLOOD EVENTS. INSTALL PER MANUFACTURERS SPECIFICATION. SEE SPECIFICATIONS FOR PRODUCT INFORMATION.
 - CONTRACTOR TO PROVIDE SHOP DRAWINGS OF PROPOSED ANCHOR AND INSTALLATION SYSTEM FOR APPROVAL BY PROJECT MANAGER AND LANDSCAPE ARCHITECT, PRIOR TO INSTALLATION.

3/4"=1'-0"

Clearview Library
District - Branch
Library
5 Timber Ridge
Parkway
Severance, CO 80546

OWNER
Clearview Libraries
720 Third St
Windsor, CO 80550
970-686-5603

ARCHITECT
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1655 Grant Street
Denver, Colorado 80203
303-607-0040

STRUCTURAL ENGINEER
LARSEN STRUCTURAL DESIGN
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Ft. Collins, CO 80521
970-568-3355

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INNOVATIVE ELECTRICAL SYSTEMS, INC.
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Lakewood, CO 80226
303-913-3543

LANDSCAPE ARCHITECT
DHM DESIGN
900 SOUTH BROADWAY
DENVER, COLORADO 80209
720-763-3966

SEAL | DATE

SITE DEVELOPMENT PLAN

SHEET ISSUE											

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PROJECT NO. 21732.000

SHEET TITLE
SITE DETAILS

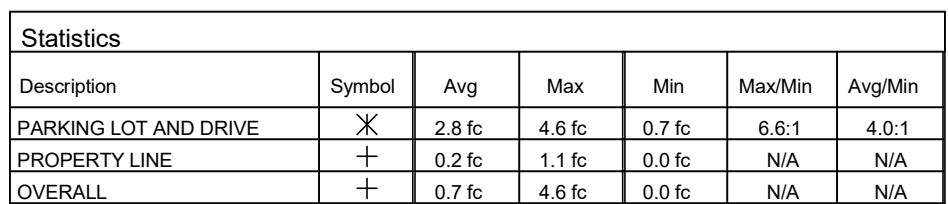
SHEET NUMBER

L-106

NOT FOR CONSTRUCTION



KEYNOTE LEGEND	
KEY VALUE	KEYNOTE TEXT
S1	PROVIDE (3) 4" CONDUITS FROM MDF TO PEDESTAL IN STREET FOR LOW VOLTAGE SERVICES. COORDINATE WITH UTILITY.
S2	PROVIDE POLE MOUNTING FOR CAMERA. MOUNT AS HIGH UP ON POLE AS PRACTICAL.



NOTE:

1. COORDINATE DIMENSIONS, AND STRUCTURAL REQUIREMENTS WITH STRUCTURAL PLAN.
2. PROVIDE 30" BASE FOR ALL SITE LIGHTS.

CLD - Branch
7 Timber Ridge
Parkway
Severance, CO 80546

SEAL | DATE

[illegible]

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ELECTRICAL PHOTOMETRIC PLAN

E-100



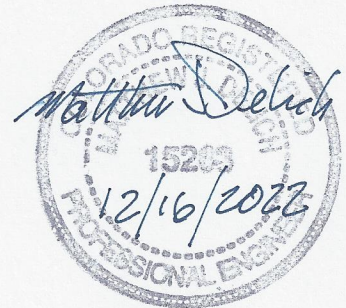
MEMORANDUM

TO: Ann Kling, Clearview Library District
Dan Spykstra, Wember
Abdul Barzak, Severance Town Planner

FROM: Matt/Michael Delich

DATE: December 16, 2022

SUBJECT: Severance Library Transportation Impact Study (TIS)
(File: 2229ME02)



This memorandum is a TIS for the Severance Library building proposed west of (adjacent to) Severance Town Hall and south of (adjacent to) East Harmony Road (Weld County Road 74) in Severance. Figure 1 shows the Severance Library site location. The scope of this study was discussed with Abdul Barzak, Severance Town Planner. An email outlining the criteria for this TIS is provided in the Appendix. This is a revision of the **Severance Library Transportation Impact Study**, dated May 12, 2022. It addresses Severance traffic consultant comments.

The Severance Library site plan is provided in Figure 2. The Severance Library is proposed as a 10,000 square foot building with a future expansion to 15,000 square feet. As shown on the site plan, access to/from the Severance Library will be via the existing private driveway west of the Town Hall. From that driveway, there are three driveways to the Severance Library site itself. The first driveway south of East Harmony Road utilizes the existing curb return across from the driveway to the Town Hall parking lot. This driveway is primarily for the book drop-off and to serve as drop-off/pick-up of patrons at the front door. The other two driveways serve the parking lot, one being lined up with the existing Town Hall Driveway. The Town Hall Driveway provides primary access to the Severance Library. It intersects with Timber Ridge Parkway on the east side of the Town Hall.

Figure 3 shows an aerial photograph of the existing intersection and roadway geometry. East Harmony Road is classified as a Major Arterial Street on the Severance Roadway Plan. The posted speed on East Harmony Road is 40 mph west of Timber Ridge Parkway and 35 mph east of Timber Ridge Parkway. At the East Harmony Road/Timber Ridge Parkway intersection, East Harmony Road has one through lane in each direction, an eastbound right-turn lane, and bicycle lanes on the south side of the street. The eastbound right-turn lane is approximately 540 feet, including bay taper. The East Harmony Road/Timber Ridge Parkway intersection has stop sign control on Timber Ridge Parkway. As a Major Arterial Street, East Harmony Road should have a center lane for left-turn deceleration/storage. To the west at the East Harmony Road/Summit View Road

intersection, East Harmony Road has a wider cross section with a westbound left-turn lane. To the east at the East Harmony Road/Mahogany Way intersection, East Harmony Road has a wider cross section with left-turn lanes. It is not known why East Harmony Road was not widened in the subject segment when other developments (including the Town Hall) were approved and built. Since the north side of East Harmony Road is substandard for a Major Arterial Street, it is likely that the north half of the street will be widened and constructed with development proposals for the properties north of East Harmony Road.

At the East Harmony Road/RT-in Access intersection, East Harmony Road has one through lane in each direction and a short (approximately 30 feet long) eastbound right-turn lane adjacent to the eastbound right-turn lane approaching Timber Ridge Parkway. The combination of the “short” right-turn lane and the beginning of the aforementioned eastbound right-turn lane is approximately 300 feet, including bay taper.

Timber Ridge Parkway is classified as a Collector/Local Street on the Severance Roadway Plan. At the East Harmony Road/Timber Ridge Parkway intersection, Timber Ridge Parkway has separate northbound left-turn and right-turn lanes. The posted speed on Timber Ridge Parkway is 25 mph in this area. The Town of Severance may want to modify the existing striping on Timber Ridge Parkway (Figure 3) to the south of the Town Hall Driveway. A continuous two-way left-turn lane would remove any left-turning vehicles from the through lanes on Timber Ridge Parkway. This type of striping can continue as far south as the Town deems to be appropriate.

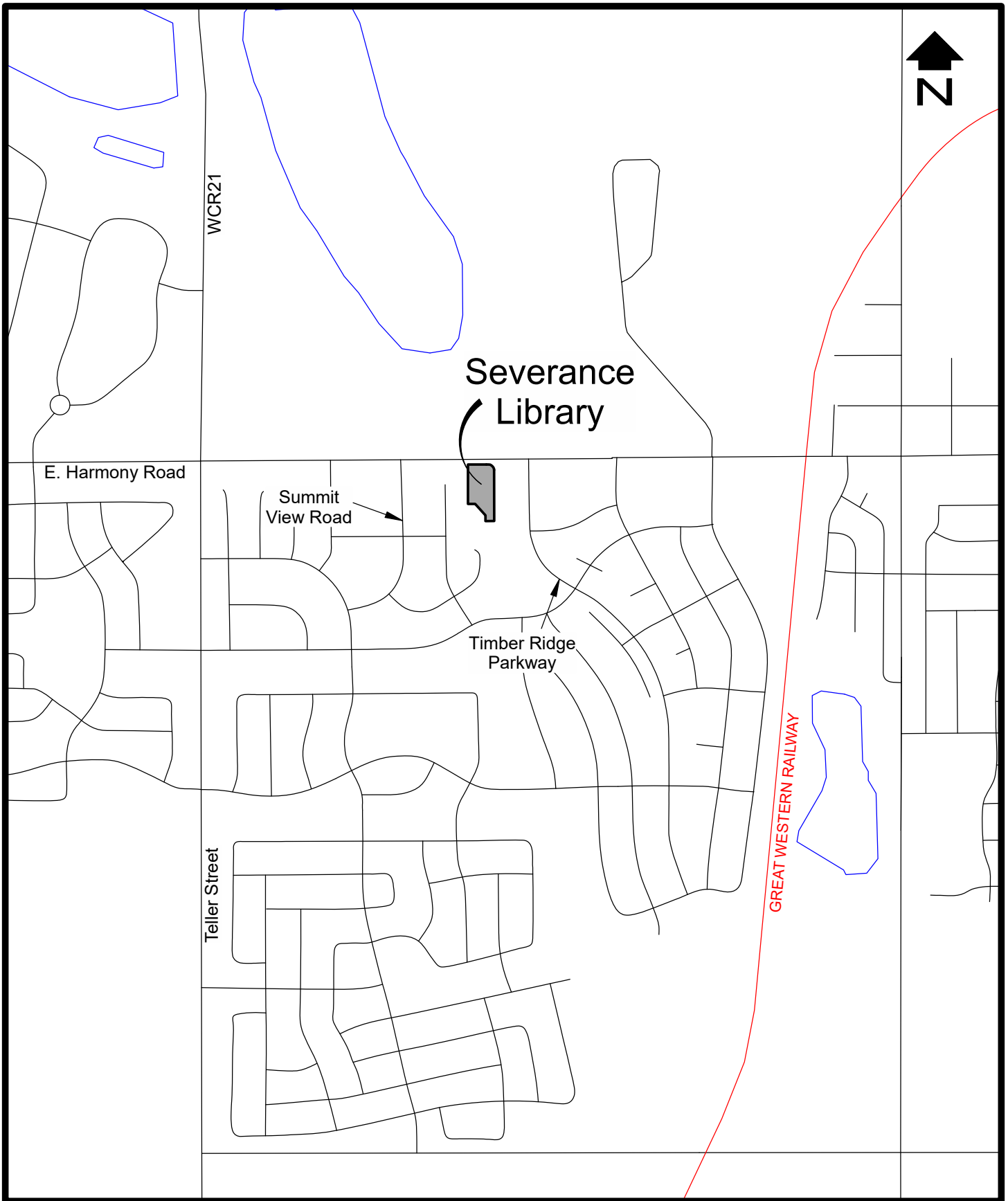
A compilation of trip generation information contained in Trip Generation, 11th Edition, ITE was used to estimate trips that would be generated by the proposed Severance Library site. A trip is defined as a one-way vehicle movement from origin to destination. Library (Code 590) was used as the land use. Table 1 shows the expected trip generation on a daily and peak hour basis. The initial 10,000 square foot building will generate approximately 706 daily trip ends, 3 morning peak hour trip ends, and 76 afternoon peak hour trip ends. With the future expansion, full development of the Severance Library will generate approximately 1,054 daily trip ends, 12 morning peak hour trip ends, and 123 afternoon peak hour trip ends.

Figure 4 shows the trip distribution and site generated peak hour traffic for the Severance Library. As stated earlier, as a Major Arterial Street, East Harmony Road should have a center lane for left-turn deceleration/storage. There are bicycle lanes and sidewalks on the south side of East Harmony Road. It is likely that the north side of East Harmony Road will be constructed to Severance Town Standards with development proposals for the land north of East Harmony Road.

At the East Harmony Road/Timber Ridge Parkway intersection, the required intersection sight distance (AASHTO) is 385 feet to the west (right turn with approach at 40 mph) and 390 feet to the east (left turn with approach at 35 mph). To the west, the actual sight distance is over 1000 feet. To the east, the actual sight distance is approximately 500 feet. At the Timber Ridge Parkway/Town Hall Driveway intersection,

the required intersection sight distance (AASHTO) is 240 feet to the north (right turn with approach at 25 mph) and 280 feet to the south (left turn with approach at 25 mph). The actual sight distances are greater than these. It is acknowledged that the minimum sight distance at driveways and intersections on Major Arterial Streets (East Harmony Road) is 665 feet and on Collector Streets (Timber Ridge Parkway) is 445 feet, per Table 3 in the **Severance Transportation Plan**.

It is concluded that the north side of West 4th Street needs to be constructed to Major Arterial Street Standards with a development proposal for the adjacent land. As a Major Arterial Street, East Harmony Road has a design speed of 55 mph. A westbound left-turn lane is required at the East Harmony Road/Timber Ridge Parkway intersection. This left-turn lane should provide 680 feet for deceleration, which includes bay taper, plus storage (likely 50 feet). The south side of East Harmony Road, with the bicycle lanes and sidewalks, is adequate. Sidewalks will be installed along the Severance Library frontage with appropriate connections to the existing sidewalks in the area. Do not hesitate to contact us if you have questions or desire additional information.



SCALE: 1"=1000'

SITE LOCATION

Figure 1

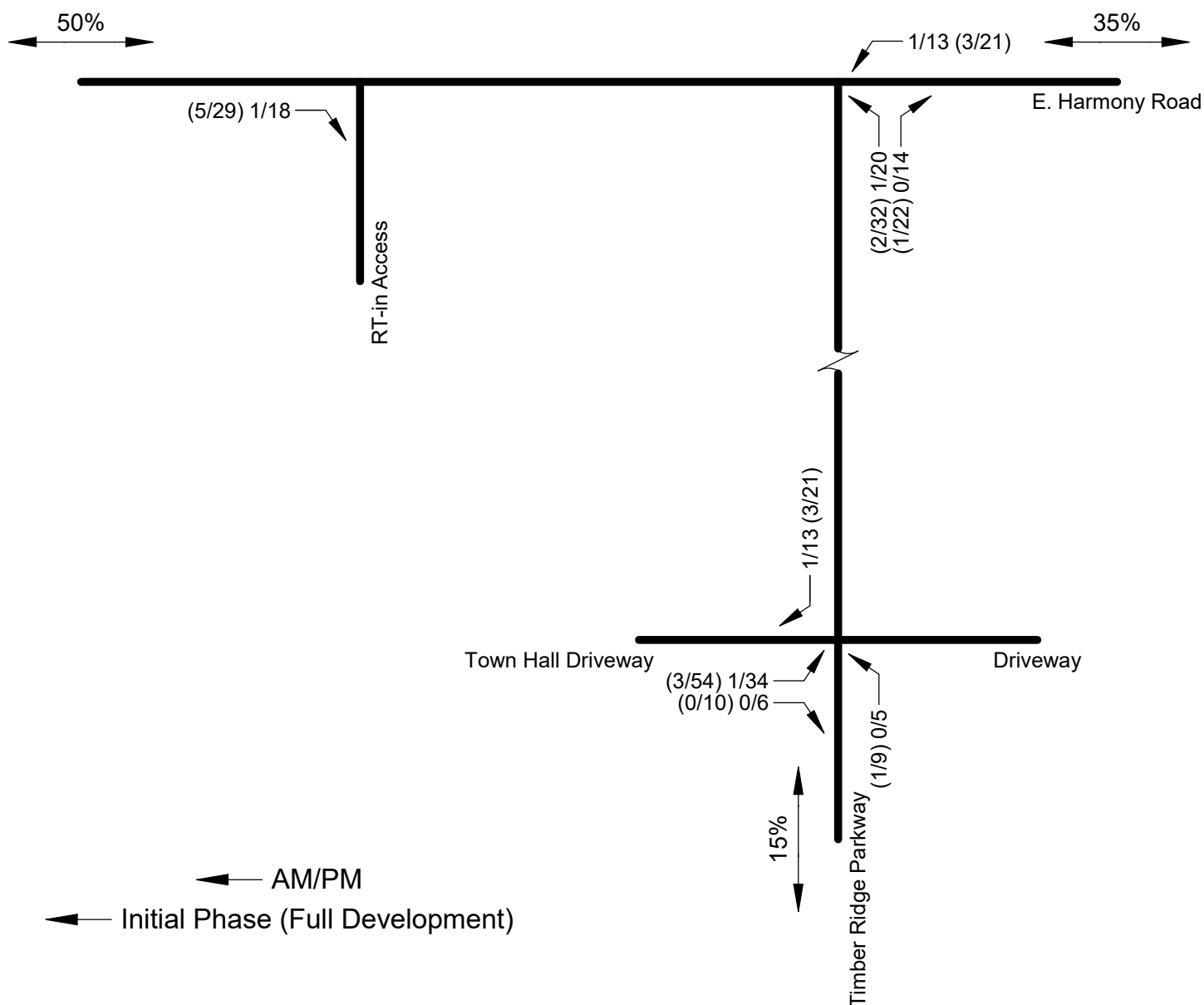


SCALE: 1"=60'

EXISTING INTERSECTION GEOMETRY

Figure 3

TABLE 1 Trip Generation												
Code	Use	Size	AWDTE		AM Peak Hour				PM Peak Hour			
			Rate	Trips	Rate	In	Rate	Out	Rate	In	Rate	Out
Initial Building												
590	Library	10.0 KSF	EQ	706	EQ	2	EQ	1	EQ	36	EQ	40
Building with Expansion												
590	Library	15.0 KSF	EQ	1054	EQ	9	EQ	3	EQ	59	EQ	64



TRIP DISTRIBUTION & SITE GENERATED PEAK HOUR TRAFFIC

Figure 4

APPENDIX

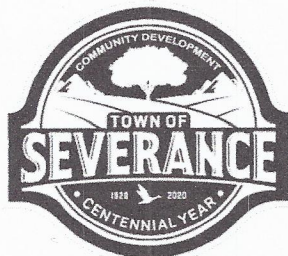
Subject: Severance Library
From: Abdul Barzak <abarzak@townofseverance.org>
Date: 4/22/2022, 8:28 AM
To: Matt Delich <matt@delichassoc.com>

Matt,

After speaking with JR Engineering, please see the list of required items to be included in the Traffic Memo.

- Trip Generation;
- Appropriateness of access locations;
- Location and requirements for turn lanes or acceleration/deceleration lanes at the access, including recommendations for taper lengths, storage length, acceleration/deceleration lengths, and other geometric design requirements per Town or CDOT requirements;
- Sight distance evaluations and recommendations (intersection, stopping, passing);
- Continuity and adequacy of pedestrian, transit and bike facilities within the study area;
- Appropriateness of the existing roadway signing and striping;
- Neighborhood and public input issues; and (None at this time)
- Figure for Trip Assignment

Thank you,



Abdul Barzak
Town Planner
Direct Line: 970-222-0584
Office: 970-686-1218

Confidentiality Notice: This electronic transmissi
and may contain information that is privileged, c
immediately notify sender by return e-mail and c
of this communication or any attachments by ar,

TOWN PRIDE through Leadership, Service and Collaboration.

which it is addressed
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LEGAL DESCRIPTION

Date 2022-08-18

Abdul Barzak
Town Planner
Address
3 South Timber Ridge Parkway
Severance, CO 80546

Re: Clearview Library District – Branch Library Site Legal Description

Dear Abdul:

Please see the below legal description provided by Majestic Surveying located at 111 Diamond Valley Drive #104, Windsor, CO 80550. (970)-833-5698

PROPERTY DESCRIPTION

A parcel of land situate in the Northwest Quarter of Section Two (2), Township Six North (T.6N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.) being more particularly described as follows:

LOTS 1 AND 4, BLOCK 1, SUMMIT VIEW SUBDIVISION, FIFTH FILING, COUNTY OF WELD, STATE OF COLORADO.

Said parcel contains 74,920 Square Feet or 1.72 Acres more or less by this survey.

BASIS OF BEARINGS AND LINEAL UNIT DEFINITION

Assuming the North line of the Northeast Quarter of the Northwest Quarter of Section 2, Township 6 North, Range 67 West of the 6th P.M., monumented as shown on this drawing, as bearing North 89°06'19" East, being a Grid Bearing of the Colorado State Plane, North Zone, North American Datum 1983/2011, a distance of 1315.75 feet and with all other bearings contained herein relative thereto.

The lineal dimensions as contained herein are based upon the "U.S. Survey Foot".

Sincerely,

Eric Grebliunas



The Ballard Group, Inc.
Mechanical Consulting Engineers

December 14, 2022

Eric Grebliunas
Ratio

Re: Clearview Library-CDL Branch

Dear Eric,

Please find the utility requirements for the above referenced project.

Waste: We have calculated fixture unit load of 44 FU which we are requesting a 4" building sewer line for. See attached calculation.

Water: We have a calculated load of 38.5 FU which equates to 25.74 gpm for the building domestic + 10 gpm for irrigation = 37.74 gpm. We are requesting a 1" water meter with an upsizes service of 1-1/2" to the building to reduce friction losses in the service line. See attached calculation.

Should you have any questions, please don't hesitate to call.

Sincerely,
THE BALLARD GROUP, INC.

Tim Harris **LEED AP**
Principal

Plumbing Fixture Summation "IPC"

Project Name: **Clearview Library Severance**

Project Number: **22033**

Date: **#####**



Project Name: **Clearview Library Severance**

Project Number: **22033**

Date: **11/30/2022**



Plumbing Fixture List:

No. of Fixtures	Type of Fixture	AWWA (F.U.)	IPC (F.U.)	Waste (F.U.)	Instant. (F.U.)	Hot Water (GPH)
0	Water Closet FV	0	0	0	-	-
4	Water Closet FT	12	20	24	-	-
0	Urinal	0	0	0	-	-
4	Lavatory	16	4	4	4	20
0	Bar Sink 1-Comp.	0	0	0	0	0
0	Bar Sink 2 or 3 Comp.	0	0	0	0	0
0	Kitchen Sink	0	0	0	0	0
4	1-Comp. Sink	28	8	8	6	40
0	2-Comp. Sink	0	0	0	0	0
0	Service Sink	0	0	0	0	0
0	Laundry Sink	0	0	0	0	0
1	Mop Service Basin	7	3	6	1.5	25
2	Drinking Fountain / Electric Water Cooler	4	1	2	-	-
0	Dishwasher - Residential	0	0	0	0	0
0	Clotheswasher (Residential)	0	0	0	0	0
0	Clotheswasher (Commercial)	0	0	0	-	0
0	Clinic Service Sink	0	0	0	0	0
0	Scrub Sink (Per Station)	0	0	0	0	0
0	Hubbard Bath	0	0	0	0	0
1	Hose Bibb / Wall Hydrant	10	2.5	-	-	-
0	Floor Drains / Floor Sinks (2" or 3")	-	-	0	-	-
0	Floor Drains / Floor Sinks (4" and up)	-	-	0	-	-
Shower (Public)						
0	Intermittent Use (5 min/hr)	0	0	0	0	0
0	Light Use (20 min/hr)	0	0	0	0	0
0	Medium Use (30 min/hr)	0	0	0	0	0
0	Heavy Use (40 min/hr)	0	0	0	0	0
Commercial Kitchen:						
0	Vegetable Prep Sink	0	0	0	-	0
0	Pot Sink - Single	0	0	0	-	0
0	Pot Sink - Double	0	0	0	-	0
0	Pot Sink - Triple (2 Faucet)	0	0	0	-	0
0	Pre-Rinse	0	0	0	-	0
0	Dishwasher - Commercial (180F Rinse)	0	0	0	-	0
0	Hand sinks	0	0	0	-	0
Additional Demands:						
Make-up Water (GPM)			0			
Lawn Irrigation (GPM)			10			
Backwash to Sanitary (GPM)			0			

Miscellaneous Information

Enter Values for:		Building Type:	
Diversity Factor	0.4	A	Restaurant
Elevation Factor (1 = S.L., 0.8 = Denver)	0.8	B	Hospital, Hotels, Clubs
Water Heater Efficiency (Gas)	95%	C	Apt. Houses
Available Hot Water (% of Storage)	80%	D	Office Bldg, Schools
Hours of Peak Demand	2		
Building Type (see chart)	d	Post Meter Pressure(PSI):	
		50	

Cold Water Supply:

		IPC
Total Fixture Units		38.5
Flow Rate from Fixtures, GPM		25.74
Total Flow Rate, GPM		35.74

Sanitary Waste:

Total Fixture Units	44
Building Drain Size (1/8" per foot slope)	4"

Instantaneous Hot Water Load:

Total Fixture Units	11.5
Maximum GPM (code)	8
*use:	7

Hot Water Load:

Total Load (Diversity), GPH	85
Total Load w/ Diversity Factor, GPH	34
*Total Non-Diversity Load, GPH	0
Total Recovery Load, GPH	34

NATURAL GAS BTUH Required @ Sea Level:

Storage Gallons	Degree Rise (Fahrenheit)					
	100	90	80	75	70	60
tankless	460,342	414,308	368,274	345,257	322,239	276,205
20	28,497	25,648	22,798	21,373	19,948	17,098
75	4,384	3,946	3,507	3,288	3,069	2,631
100	-6,576	-5,919	-5,261	-4,932	-4,603	-3,946
200	-50,418	-45,377	-40,335	-37,814	-35,293	-30,251
300	-94,261	-84,834	-75,408	-70,695	-65,982	-56,556
400	-138,103	-124,292	-110,482	-103,577	-96,672	-82,862
500	-181,945	-163,750	-145,556	-136,459	-127,361	-109,167
600	-225,787	-203,208	-180,629	-169,340	-158,051	-135,472
700	-269,629	-242,666	-215,703	-202,222	-188,740	-161,777
1000	-401,155	-361,040	-320,924	-300,866	-280,809	-240,693

**CLEARVIEW LIBRARY DISTRICT NORTH BRANCH
SITE PLAN DEVELOPMENT AGREEMENT**

**(5 Timber Ridge Parkway, Severance, CO 80550 – Lot 1A, Clearview Library Replat A,
County of Weld, State of Colorado)**

THIS DEVELOPMENT AGREEMENT (the “Agreement”), is made and entered into this ____ day of _____, 2023, by and between the TOWN OF SEVERANCE, COLORADO, a Colorado home-rule municipality (“Town”), and Clearview Library District, a library district formed under C.R.S. § 24-90-101 et. seq. (“District” or “Developer”)

WHEREAS, Developer owns real property within the Town, legally described as Lot 1A, Clearview Library Replat A, Severance, Colorado (the “Property”); and

WHEREAS, Developer desires to improve and develop the Property to allow for the construction of a branch library pursuant to the approved plans (the “Project”); and

WHEREAS, Developer further intends to improve and/or develop the Project in accordance with the site plan approved by the Town Council on _____ (the “Site Plan”); and

WHEREAS, Developer and the Town desire to provide for the orderly development of the Property and the Project; and

WHEREAS, the Town and Developer desire to set forth their respective rights and obligations with respect to the development of the Property and the Project as more particularly set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, it is agreed as follows:

1. PROJECT CONSTRUCTION STANDARDS

1.1 Plan Submission and Acceptance. District shall furnish to the Town the required fees and complete plans for all improvements and development phases. Severance shall issue its written acceptance or rejection of said plans as expeditiously as reasonably possible. Said acceptance or rejection shall be based upon the applicable standards and criteria established by Severance, and Severance shall notify District of all deficiencies which must be corrected prior to acceptance. All deficiencies shall be corrected and said plans shall be resubmitted to and accepted by Severance prior to construction.

1.2 Licensing of Contractors and/or Subcontractors. District shall ensure that all contractors and subcontractors hired or retained by the District shall be licensed by the Town before beginning any work on the Project.

1.3 Dust and Erosion Control. During the period of construction, District shall be responsible for using proper dust and erosion control in accordance with Colorado Department of Public Health and Environment (“CDPHE”) standards and further be responsible for maintaining the streets in such a manner that they may be traveled upon with safety in accordance with CDPHE standards and regulations. To the extent applicable, District shall be responsible for obtaining all permits as required by the United States Corps of Engineers, CDPHE, and Severance with respect to air quality, stormwater quality, and erosion control.

1.4 Trash, Debris, Mud. District agrees that during construction of the Public Improvements and the Project, District will take appropriate steps necessary to control trash, debris and wind or water erosion within the Property. If Severance determines that said trash, debris or wind or water erosion causes substantial damage or injury or creates a nuisance, District agrees to abate the damage or nuisance condition no later than twenty-four (24) hours after written notification by the Town, or, if it reasonably takes more than 24 hours to abate such condition, Developer shall begin to abate within 24 hours and diligently pursue the abatement to completion. District also agrees to take any and all reasonable steps necessary to prevent the transfer of mud or construction debris, including but not limited to, mud, rock, portable toilets, dumpsters, and construction materials of any type, from the construction site onto public rights-of-way and to immediately remove or clean such mud and debris from public rights-of-way after notification by Severance. If District fails to take any corrective action, Severance may abate the nuisance and/or correct any damage or injury without notice to District, at District's expense. All costs and expenses incurred by the Town in abating any nuisance or correcting any damage shall be paid by District to the Town in full within thirty days after written demand by the Town.

1.5 Operation of Construction Equipment. The operation of construction equipment outside an enclosed structure shall be prohibited on weekdays between the hours of 7:00 p.m. and 7:00 a.m. The operation of such equipment outside an enclosed structure is permitted on weekdays between the hours of 7:00 a.m. and 7:00 p.m. and weekends between the hours of 9:00 a.m. and 5:00 p.m. With the prior written approval of the Town, the operation of such equipment outside an enclosed structure may be permitted on legal holidays between the hours of 9:00 a.m. and 5:00 p.m. The Town may alter the hours of operation for good cause. All construction activities shall operate in accordance with all Town codes, ordinances, and policies in regards to sound and noise.

1.6 Restrictions on Certificates of Occupancy. In no event shall the Town issue a certificate of occupancy for any buildings, dwelling units, or structures on the Property until District satisfies all of the following requirements:

1.6.1 All service lines have been installed, tested, inspected and approved by the Town;

1.6.2 All tap connections of the building service lines and the service line connections to mains have been installed, tested, inspected, and accepted by the Town;

- 1.6.3 All meter pits and meters have been installed, inspected, and approved by the Town;
- 1.6.4 The Town furnishes to District a written letter verifying that water and sewer services are reasonably available at the premises to be served, to be determined by the Town's Water Utility and Sewer Utility Enterprises, in their sole and absolute discretion.

For purposes of this subsection 1.6.4, "reasonably available service" means: (i) the town's potable and non-potable water supply and distribution systems are or will be adequate to deliver the projected treated and non-potable water needs of the proposed development, including pressure and flow for normal operation of plumbing fixtures, water using appliances, requirements set by the responsible fire protection agency, and irrigation; and (ii) the town's sanitary sewage collection system is or will be adequate to accommodate the sewage disposal needs of the proposed development.

2. ADDITIONAL DEVELOPMENT STANDARDS

2.1 Project Expansion. District acknowledges and agrees that the Town has the discretion under Severance Municipal Code Section 16.5.10(c)(2) to determine whether any change to the Site Plan requires an amendment to the Site Plan. If the Town determines that a change to the Site Plan requires an amendment to the Site Plan, District must apply for and obtain from the Town approval of an amendment to the Site Plan approval, prior to undertaking any construction.

2.2 Street Signs, Traffic Signs, and Striping. District will furnish and install at District's expense street name signs, striping, stop signs, speed limit and other signs on all streets, in accordance with the Manual of Uniform Traffic Control Devices, as amended, and other applicable legal requirements.

2.2.1 Timber Ridge Parkway Striping Plan. District will furnish a striping plan for Timber Ridge Parkway for the Town's approval prior to building permit issuance.

2.2.2 Completion of Timber Ridge Parkway Striping. District shall obtain an excavation right-of-way permit from the Town prior to performing any striping work on Timber Ridge Parkway. District shall perform and complete, at its own expense, all striping work pursuant to its approved striping plan and right-of-way permit prior to issuance of a certificate of occupancy for the Project.

2.2.3 Inspection of Timber Ridge Parkway Striping. At all times during striping, Severance shall have the right, but not the duty, to inspect the materials and workmanship in order to ascertain conformance with Severance's current Standards and Specifications. District shall reasonably cooperate and assist the Town in gaining appropriate access to the areas designated for inspection.

2.2.4 Acceptance of Timber Ridge Parkway Striping. No later than ten (10) days after

completing the striping of Timber Ridge Parkway, District shall request for an inspection to be performed by Severance. If District does not request this inspection within ten (10) days of completion of the striping, Severance may conduct the inspection without the approval of District. Upon inspection (which inspection shall occur within 21 days of the District's submission) and finding of satisfactory completion of the striping in compliance with the approved striping plan and all applicable standards and specifications, the Town shall promptly issue a written "Certificate of Initial Acceptance."

2.2.4.1 If the striping is not satisfactory, the Town shall provide written notice to District of the repairs, replacements, construction or other work required to receive Initial Acceptance. District shall complete all needed repairs, replacements, construction or other work within thirty (30) days of said notice, weather permitting. After District completes the repairs, replacements, construction or other work required, District shall request a re-inspection of such work to determine if Initial Acceptance can be granted, and Severance shall provide written notice to District of the acceptability or unacceptability of such work prior to proceeding to complete any such work at District's expense. If District does not complete the repairs, replacements, or other work required within thirty (30) days of said notice, Severance may: (a) draw upon any right-of-way permit deposit and, at the Town's discretion, secure completion, repair or replacement of any incomplete or non-conforming striping work; (b) pursue repair or replacement of the striping, at the District's expense, either by bid or negotiated price; and/or; (c) order denial or suspension of building permits or certificates of occupancy until completion or repair or replacement of any incomplete or defective striping; and/or (d) pursue any other legal remedies available to it at law or which may be appropriate under applicable Town regulations.

2.3 Street Lights. District shall furnish complete plans for street lighting to be reviewed and accepted by Severance. The total cost of street light installation shall be District's obligation. District shall cause, at its own expense, Xcel to install all required street lighting pursuant to Xcel plans and specifications as submitted to and accepted in writing by the Town. All required street lights shall be installed concurrently with the streets on which they are located. Street lights shall be operational before the streets are open to the public. District shall be responsible for payment of all utility billing for street lights prior to Final Acceptance.

2.4 Drainage Improvements.

2.4.1 Drainage improvements, including without limitation, regional area drains, individual building drains, and erosion abatement, shall be designed and constructed in accordance shall be constructed by District in accordance with drawings, plans and specifications accepted by Severance. Unless otherwise approved by Town, over lot grading shall not be initiated by District until Severance approves drainage improvement plans. District shall provide temporary erosion

control during and after over lot grading until the site is stabilized.

- 2.4.2 District shall be responsible for obtaining a CDPHE “General Permit for Stormwater Discharges Associated with Construction Activity” required during construction. A copy of this permit shall be submitted to Severance.
- 2.4.3 District agrees that all construction shall be in conformance with any and all National Pollutant Discharge Elimination Systems (NPDES) standards including compliance with and applicable NPDES and CDPHE permits issued to the District, applicable to the Project. In the event there is any violation of such standards or permits issued, and if the Town, as a result of the District’s actions, is subject to or given a monetary fine, penalty or any other affirmative obligation imposed by another governmental entity, District shall reimburse the Town for any and all costs incurred.
- 2.4.4 District shall be responsible for obtaining a Town “Stormwater Quality Permit” in accordance with the Severance Municipal Code, if applicable.
- 2.4.5 Developer and/or the successor owner of the Property shall maintain in good repair and working condition all private drainage improvements for the Project.

2.5. Landscape Improvements. District shall construct all private landscaping for the Project in accordance with final landscape and irrigation plans approved by the Town. District or the successor owner of the Property shall maintain in good condition all private landscaping located on the Property.

2.6 Utility Coordination and Installation. District shall be responsible for coordination of and payment for installation of on-site and off-site electric, street lights, natural gas, telephone, cable television and other such dry-utilities, which are necessary to serve the Property and Project.

2.6.1 All utilities not provided by the Town must be completed and fully functioning prior to the issuance of any certificate of occupancy for the Project. Prior to commencement of installation and construction of any non-municipal utilities, including but not limited to gas, electric, telephone or cable utilities, District shall submit to the Town copies of utility company approved construction plans and any contractual agreement entered into between the District and the utility provider. The Town may review such plans to determine whether the placement of such utilities, equipment and appurtenances is or will be in conflict with any Town-owned utilities, easements, public rights-of-way or any other Town interests. Upon completion of gas, electric, telephone or cable utilities, District shall provide a written notice of completion from each utility company certifying that the utilities are completed, accompanied by two original sets of “As Built” construction plans. Under no circumstances shall any structure or dwelling unit be eligible to obtain a Certificate of Occupancy until such time as all utilities are completed, connected to the structure or dwelling unit, and certified in writing as completed by the utility provider.

2.6.2 Undergrounding. All new and existing utilities shall be placed underground as

required by the Severance Municipal Code (“Code”) prior to the issuance of any building permits for the Project.

2.6.3 Screening. Necessary aboveground appurtenances (meters, transformers, etc.) shall be carefully located with maximum aesthetic considerations, and outside of any sight triangles. Any aboveground appurtenances that will be visible from public rights-of-way shall be screened from view. Screening shall consist of landscaping or low fencing, and shall be installed in accordance with the Severance Municipal Code. Specifics of the screening requirements shall be reviewed with the Landscape Plans and as amended once utilities are installed.

2.7 Broadband Expansion Conduits. District shall comply with Severance Ordinance 2017-15 regarding the installation and dedication of underground fiber conduits to accommodate future Town communications and broadband infrastructure. District shall provide a detailed underground fiber optic conduit plan which shows the conduit and related equipment locations for the entire Subdivision and the approximate junction box locations. No certificates of occupancies shall be issued until all fiber conduit is provided. Certificate of occupancies shall be issued once all underground fiber conduit has been installed, and District has covered the conduit with a temporary junction box (or cover) to protect the installed conduit until such time as the utility provider can set the permanent junction box.

2.8 Payment of Building Permit Fees. District shall pay to the Town all required building permit fees for the Project at such rate as established in the fee schedule adopted by the Town Council by resolution currently in effect as of the date of payment, including all Severance use taxes or use tax deposits to be collected in connection with the issuance of any building permits for the Project, on account of the construction materials to be incorporated into the Project.

2.9 Other Fees. Except as provided in Section 2.9.1, District shall pay to the Town, at the time of building permit issuance, all applicable and required development impact fees, water and wastewater (sanitary sewer) tap fees, and any fees associated with Town utility fund enterprises, along with all right-of-way permit fees and street cut permit fees at the time of their respective issuance, together with any other associated and required fees, at such rate as established in the fee schedule adopted by the Town Council by resolution currently in effect as of the date of payment.

2.9.1 Economic Incentives. Pursuant to that certain Addendum to the Contract to Buy and Sell Real Estate, dated December 9, 2021, entered into between the Town and District (the “Addendum”), the Town agreed to provide the District certain incentives in the form of a waiver of the water infrastructure and wastewater impact fees, as more particularly described in Section 30.4 of the Addendum. Section 30.4 of the Addendum is re-stated in its entirety and incorporated herein by this reference as if fully set-forth in this paragraph.

2.10 Water Dedication. District agrees that the dedication, conveyance, and delivery to the Town of title or the ownership interest in and to any and all water rights, free and clear of all liens and encumbrances, shall be required as a condition precedent to the approval of the subdivision or re-platting of all or a portion of the Property to be served by the Town’s Water

Utilities Enterprise. The water rights to be dedicated to the Town shall be in such amounts as determined by the Severance Municipal Code, or as may be necessary to fully supply the potable water demands and needs of all the ends uses within the proposed development of the Property, whichever is greater (“Water Dedication”). Furthermore, the water rights to be dedicated to the Town shall be Colorado-Big Thompson (“CBT”) units, or direct flow or storage water rights of a sufficient legal priority that the Town, in its sole discretion, can use within its Water Utilities Enterprise system to provide for the Water Dedication. No building permits shall be issued for construction work on the Property unless and until the Town becomes titled owner of all water required under the Water Dedication or upon approval and acceptance by the Town Council, as evidenced by a duly-adopted separate resolution, of the District’s payment of a cash fee in lieu of Water Dedication at such rate as established in the fee schedule adopted by the Town Council by resolution currently in effect as of the date of payment.

2.10.1 Water Dedication Credit. The Town acknowledges and agrees that, pursuant to Section 30.5 of the Addendum, District shall be entitled to a credit towards the water dedication requirement for the Project equal to 2 C-BT units equivalent or \$144,000 based on the Town’s cash-in-lieu-of fee value of \$72,000/C-BT unit.

2.10.2 Outstanding Water Dedication. The utility memo prepared by The Ballard Group, Inc. and submitted to the Town indicates that a 1” water meter with upsizes to 1-1/2” is requested by the District. Per the Severance Municipal Code Section 13.1.120, a 1” meter would require 2.5 equivalent residential units (ERU). The Water Dedication Credit in 2.10.1, above, is equivalent to 2 ERU. In addition to the Water Dedication Credit, the District will pay a cash-in-lieu payment for the outstanding .5 ERU in the amount of \$36,000.00 by June 30, 2023.

2.11 Construction of Sidewalk, Curb, and Gutter. District shall construct sidewalk, curb, and gutter in accordance with the Site Plan and design and specifications approved by the Town.

2.12 Maintenance of Open Space, Walkways, and Landscaping. District and/or owner of the Property, or any owner’s association established by District and/or successor owner for the Property, shall maintain in good condition all open space, walkways, driveways, parking areas, and landscaping on the Property as depicted on the Site Plan, including any improvements and landscaping within those areas.

2.13 No Vested Rights in future development. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT DISTRICT HAS NO CLAIM OR ENTITLEMENT TO RECEIVE WATER, WASTEWATER OR STORM DRAINAGE UTILITY SERVICES FROM THE TOWN OR RIGHT TO CAPACITY IN THE TOWN’S WATER, WASTEWATER OR STORM DRAINAGE SYSTEMS TO SERVE THE POTENTIAL MAXIMUM DEVELOPMENT OF THE PROPERTY OR FUTURE SUBDIVISION PHASES. DISTRICT FURTHER ACKNOWLEDGES AND AGREES THAT IT SHALL HAVE NO CLAIM AND WILL NOT CLAIM ANY RIGHT TO A MINIMUM OR MAXIMUM VOLUME OR FLOW OF POTABLE WATER TO SERVE THE POTENTIAL MAXIMUM DEVELOPMENT OF THE PROPERTY OR FUTURE SUBDIVISION PHASES.

2.14 System Connection. District acknowledges and agrees that capacity in the Town's water, wastewater or storm drainage systems may not be available or capable of serving the potential maximum development of the Property or in connection with a final plat re-platting all or a portion of the Property into developable lots as part of a future Subdivision phase, and that the Town is not making and it expressly disclaims any express or implied warranty, representation, or commitment of any kind that the Property is capable of receiving water, wastewater or storm drainage utility services from the Town, to sell or furnish utility services or extend utility infrastructure to the Property for future Subdivision phases, or to make available capacity from the existing Town water, wastewater or storm drainage utility systems sufficient to provide the Project or any future Subdivision phase with adequate water service, wastewater treatment or storm drainage conveyance. Moreover, District acknowledges and agrees that there may be many years in which water, wastewater, or stormwater utility services for the potential maximum development of the Property are unavailable or that there may not be any time when the Town is able to provide the service or capacity District needs for the maximum development of the Property or when it needs it. In such case, District acknowledges and agrees that as a condition of approval of a final plat re-platting all or a portion of the Property into developable lots as part of a future Subdivision phase, Developer may be required to design, construct and install certain public water or sewer facilities required to provide each such future Subdivision phase with adequate water or wastewater capacity.

3. LIABILITY LIMITATIONS – HOLD HARMLESS

3.1. Non-Liability-Planning Process. District acknowledges that the Town's review and approval of the plans for the development of the Property is done in furtherance of the general public health, safety and welfare, and that no specific relationship with, or duty of care to the District or third parties is assumed by such review and approval, or immunity waived, as more specifically set forth in the Colorado Governmental Immunity Act.

3.2 Insurance. District and its contractors performing work in constructing the Project shall at all times hereunder have and maintain in full force and effect comprehensive liability insurance, providing general liability, and comprehensive automobile liability insurance. District's architect and engineer responsible for work in the right-of-way shall also carry professional liability insurance. The policies shall name the Town and its agents, officials and employees as additional insureds and shall provide coverage for the liability risks identified at Section 4.2 hereof, and shall not be less than \$387,000 for any injury to one person in any single occurrence, or \$1,093,000 for any injury to two or more persons in any single occurrence. District and contractors shall at all times fully comply with the Colorado Workmen's Compensation Act, and shall ensure that each of its contractors and subcontractors are in full compliance with the Act. District shall submit certificates of insurance in compliance with the standards as set forth above. Nothing herein shall be construed to relieve or discharge District of its liability to the Town under the terms of this Agreement should District for any reason fail to procure and maintain any required insurance in sufficient amounts.

4. ENFORCEMENT AND REMEDIES

4.1 Breach of Agreement. In the event that either party should fail to timely comply with any of the terms, conditions, covenants and undertakings hereof, such non-compliance shall be cured and brought into compliance within 30 days of written notice of breach by the other party. Such notice will specify the conditions of default. If such default is not of a type that can be cured within such 30-day period and the defaulting party gives written notice to the non-defaulting party within such 30-day period that it is actively and diligently pursuing such cure, the defaulting party will have a reasonable period of time given the nature of the default following the end of such 30-day period to cure such default, provided that such defaulting party is at all times within such additional time period actively and diligently pursuing such cure and provided further that in no event will such cure period exceed a total of six months. The Town may after the cure period withhold any additional building permits, certificates of occupancy, or provision of new utility fixtures or service only upon reasonable cause. For any default that is not cured as described above, the non-defaulting party may pursue any other remedy at law or in equity which may be appropriate under the Town's Regulations, the applicable laws and legal standards of the State of Colorado or the United States before any court of competent jurisdiction, including remedies which may be available against the Performance Guaranty or Repair/Replacement Guaranty. Such remedies shall be cumulative.

4.2 Legal Expenses. In the event that it is necessary to initiate legal proceedings to enforce the provisions of this Agreement, the non-prevailing party shall be responsible for all reasonable legal expenses and costs incurred by the prevailing party.

4.3 Venue. Venue for any legal proceedings shall be in the County of Weld, State of Colorado.

4.4 District Remedy; Limitation of Liability; Waiver. The parties agree, and District expressly acknowledges and agrees, that District's sole remedy in the event of i) the Town's failure or refusal to inspect completed striping within the time frame specified in Section 2.2; ii) the Town's failure or refusal to issue Initial Acceptance as set forth in Sections 2.2, respectively; iii) the Town's failure or refusal to perform any other obligation under this Agreement; or (iv) any delay on the part of the Town in inspecting completed Public Improvements, issuing Initial or Final Acceptance, or performing any other obligation under this Agreement, shall be the equitable remedies of specific performance or injunctive relief. THE TOWN SHALL NOT HAVE ANY LIABILITY FOR ANY LOSS OF PROFITS, SALES, BUSINESS, OR OTHER DIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL LOSS OR DAMAGE, INCLUDING EXEMPLARY AND PUNITIVE DAMAGES, OF ANY KIND OR NATURE RESULTING FROM OR ARISING OUT OF THIS AGREEMENT. THE ALLOCATIONS OF LIABILITY IN THIS SECTION REPRESENT THE AGREED, BARGAINED-FOR UNDERSTANDING OF THE PARTIES. THE LIMITATION OF LIABILITY AND TYPES OF DAMAGES STATED IN THIS AGREEMENT ARE INTENDED BY THE PARTIES TO APPLY REGARDLESS OF THE FORM OF LAWSUIT OR CLAIM A PARTY MAY BRING, WHETHER IN TORT, CONTRACT OR OTHERWISE, AND REGARDLESS OF WHETHER ANY LIMITED REMEDY PROVIDED FOR IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE. DISTRICT HEREBY WAIVES ANY AND ALL CLAIMS FOR MONETARY DAMAGES WHICH DISTRICT MAY OR MIGHT HEREAFTER ACQUIRE AGAINST THE TOWN FOR LOSS OR DAMAGE ARISING FROM THIS AGREEMENT.

5. MISCELLANEOUS PROVISIONS

5.1 Recording. This Agreement shall be recorded, at District's expense, in the office of the Weld County Clerk and Recorder.

5.2 No Waiver. Nothing herein shall constitute or be interpreted as a waiver or repeal of existing codes or ordinance or the Town's legislative, governmental or police powers, nor shall this Agreement prohibit the enactment by the Town of any fees or any other ordinances which are of uniform or general application.

5.3 Third Party Beneficiaries. This Agreement will not be construed as or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties will have any right of action hereunder for any cause whatsoever.

5.4 Successors and Assigns. This Agreement will be binding upon the parties and their respective successors and assigns and will be deemed a covenant running with the Property and will be binding upon all successors in ownership of the Property. With respect to the Town's consent to proposed transfers of title in and to any portion of the Property prior to Initial Acceptance, District shall provide the Town written notice of: (a) any such proposed transfer; (b) arrangements for transfer of the Performance Guaranty or Repair/Replacement Guaranty to any transferee, or the release of the Performance Guaranty or Repair/Replacement Guaranty provided by District and the provision of a new Performance Guaranty or Repair/Replacement Guaranty, as appropriate, by the transferee; and (c) transferee's acceptance of the obligations and liabilities under this Agreement by a written assignment. Following delivery to the Town of written evidence of such assignment and an express assumption of the obligations and liabilities by the transferee, and the furnishing of a new Performance Guaranty or Repair/Replacement Guaranty by the transferee, the Town will consent to the proposed transfer of title in and to any portion of the Property prior to Initial Acceptance, and the Town will accept performance by such assignee. Following any such assignment of this Agreement, District will be relieved from any obligations and liabilities assumed by such assignee.

5.5 Modification. This Agreement may be amended or modified only by written instrument executed by the Town and District.

5.6 Notice. All notices, demands or other communications required or permitted to be given hereunder will be in writing and any and all such items will be deemed to have been duly delivered upon personal delivery; or as of the third business day after mailing by United States mail, certified, return receipt requested, postage prepaid, addressed as follows; or as of the immediately following business day after deposit with Federal Express or a similar overnight courier service that provides evidence of receipt, addressed as follows:

Severance:

Town of Severance
Town Manager

District:

Ann Kling
Library Director

3 South Timber Ridge Parkway, 1194 W. Ash Street
PO Box 339 Windsor, CO 80550
Severance, CO 80546

Williamson and Hayashi, LLC William F. Garcia
Town Attorney Coan, Payton & Payne, LLC
1650 38th Street, Suite 103 1711 61st Avenue, Suite 100
Boulder, CO 80301 Greeley, CO 80634

Either party may change the address to which notice is to be sent by providing notice set forth in this section .

5.7 Section Headings. The section of headings are inserted herein only for convenience or reference, and in no way shall be defined to limit or describe the scope or intent of any of the provisions in this Agreement.

5.8 Severability. If any part, term, or provision of this Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or un-enforceability will not affect the validity of any other part, term, or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of this Agreement.

5.9 Applicable Law. This Agreement will be governed by and construed in accordance with the laws of the State of Colorado, without reference to its conflict of laws provisions.

5.10 Integration. This Agreement constitutes the entire agreement among the parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

5.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original instrument, but all of which together will constitute but one and the same instrument. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature by either party to the other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic method as if the original had been received.

[remainder of page left intentionally blank—signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

TOWN OF SEVERANCE, COLORADO,
a municipal corporation

By: _____
Matthew Fries, Mayor

ATTEST:

Leah Vanarsdall, Town Clerk

APPROVED AS TO FORM:

Williamson & Hayashi, LLC, Town Attorney

DISTRICT:
Clearview Library District

By: _____
Jeromey Balderrama

Title: President, Board of Trustees

ACKNOWLEDGMENT

STATE OF _____)
) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 202__, by Jeromey Balderrama, as President of the Board of Trustees of Clearview Library District.

Witness my hand and official seal.

My commission expires: _____

(SEAL)

Notary Public

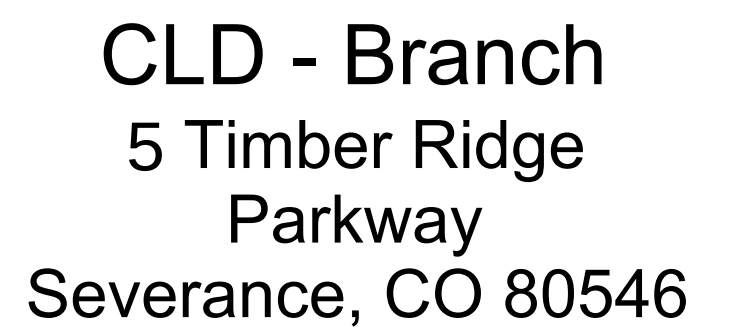
From: [Sandi Friedrichsen](#)
To: [Abdul Barzak](#)
Subject: RE: Clearview Library Site Plan & Replat (Town of Severance Planning Referral)
Date: Tuesday, September 27, 2022 3:47:51 PM
Attachments: [image003.png](#)
[image004.png](#)

1. A hydrant is required to be within 150 feet of the Fire Department Connection that comes out of the building with no obstructions
2. A Knox box is required for this building.
3. The riser room looks very small for a riser, water and electrical. The riser will take up a lot of space and having the electrical in the same room could be a problem because of the water
4. The riser room door must be labeled
5. Shelving can not be taller than 12 ft unless the sprinkler system is designed for that.

Sandra Friedrichsen
Fire Marshal
Windsor Severance Fire Rescue
100 7th Street - Windsor, CO 80550
Office Hours Monday - Thursday 0700-1700
Main - (970) 686-2626
Email – firemarshal@wsfr.us
www.wsfr.us



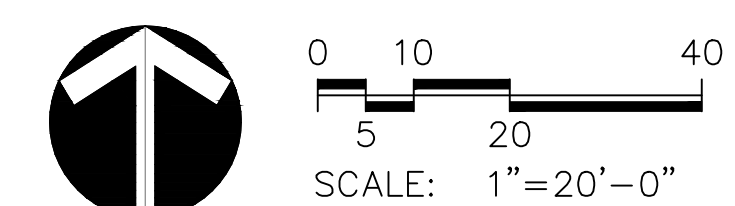
APPLICANT HAS MADE ALL ADJUSTMENTS



ACOUSTICAL ENGINEER
ENGINEERING DYNAMICS, INC
3925 S. Kalamath St.
Englewood, CO 80110
303-716-4367

L-102

Page 117 of 160



OWNER
Clearview Libraries
 720 Third St.
 Windsor, CO 80550
 970-686-5603

STRUCTURAL ENGINEER
LARSEN STRUCTURAL DESIGN
320 Maple Street, Suite 120
Ft. Collins, CO 80521
970-568-3355

ELECTRICAL ENGINEER
INNOVATIVE ELECTRICAL SYSTEMS, INC.
 8093 WEST ILIFF LANE
 Lakewood, CO 80227
 303-807-7181

LANDSCAPE ARCHITECT
DHM DESIGN
900 SOUTH BROADWAY
DENVER, COLORADO 80209
720-763-3966

SITE DEVELOPMENT PLAN

1	Project Issuance	01/01/1
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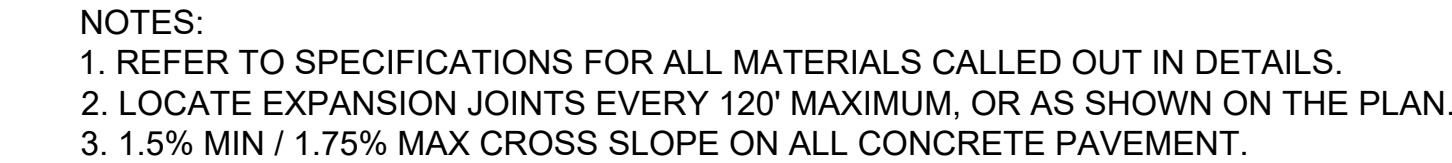
[illegible]

RATIO

WRITTEN CONSENT OF RATIO. ALL COMMON
LAW RIGHTS OF COPYRIGHT AND OTHERWISE

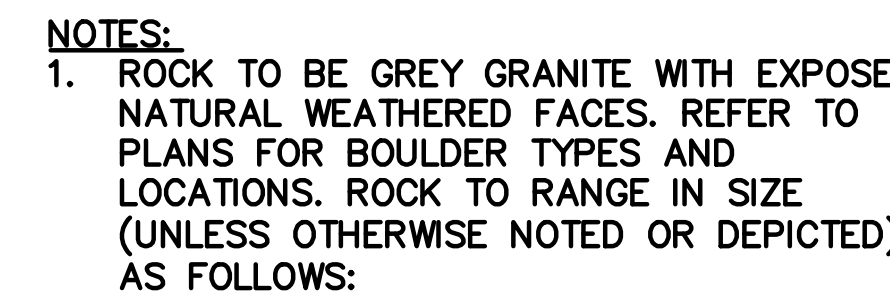
SITE DETAILS

L-104



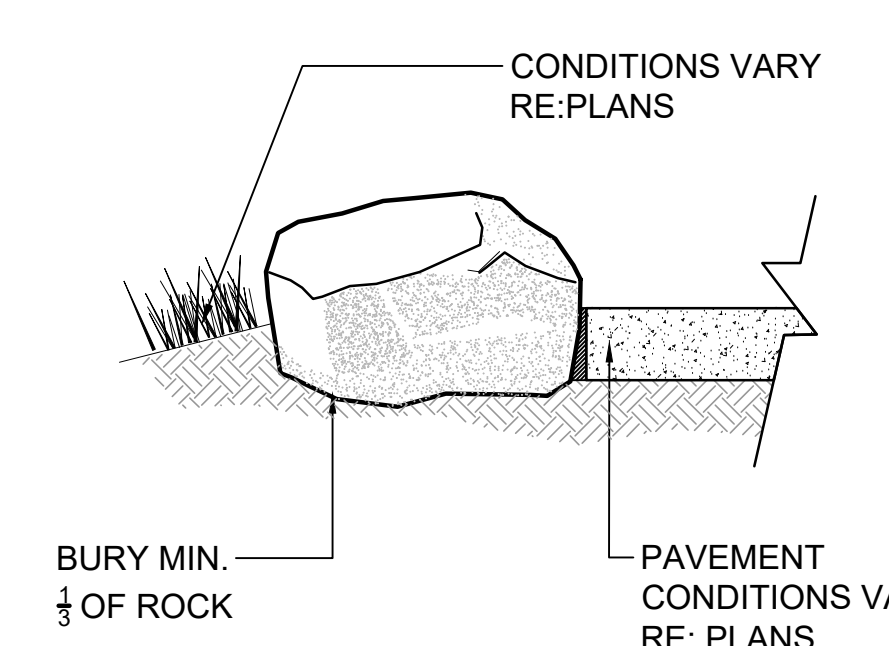


3



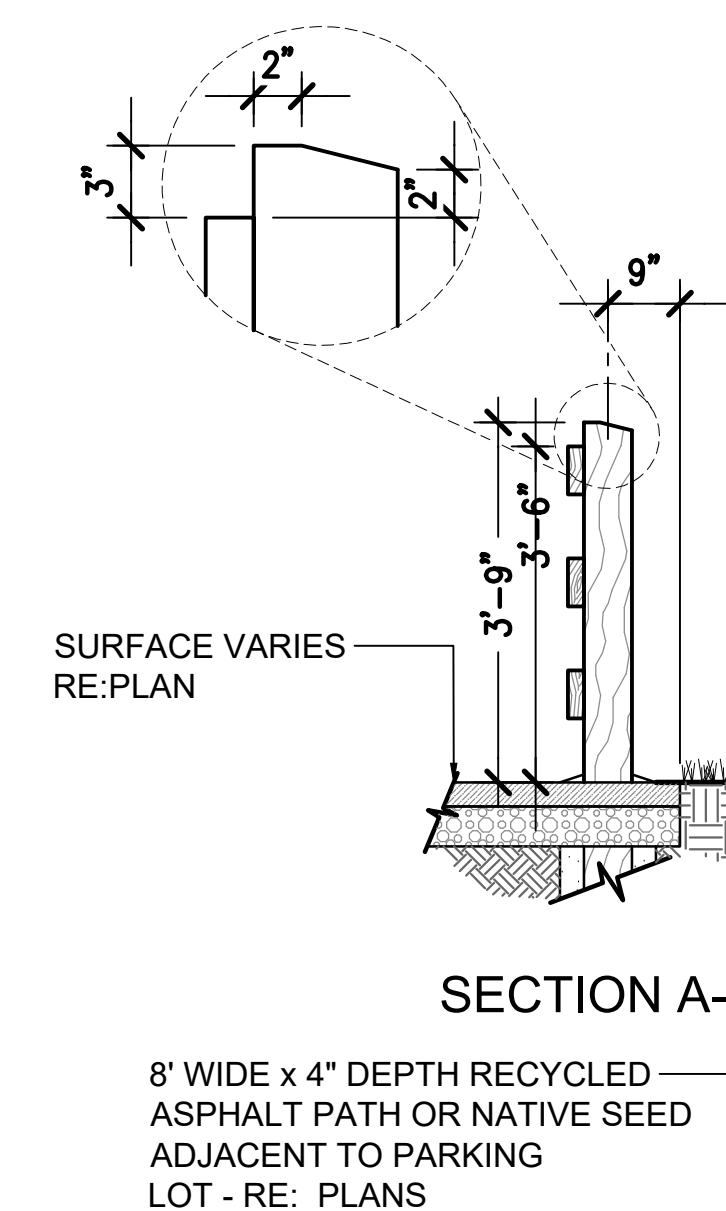
GREY GRANITE:
WIDTH: 36" - 48"
HEIGHT: 36" - 48"
DEPTH: 36" - 48"

2. CONTRACTOR TO SUBMIT ROCK SAMPLE FOR APPROVAL PRIOR TO DELIVERY OF ROCK SITE.
3. PLACE ROCKS IN CONFIGURATIONS AND LOCATIONS AS SHOWN ON PLAN.
4. BURY ROCK $\frac{1}{3}$ OF TOTAL DEPTH.
5. WASH OFF ROCKS COMPLETELY AFTER PLACEMENT.
6. ROCKS TO BE APPROVED BY THE OWNER REPRESENTATIVE PRIOR TO PLACEMENT.
7. DO NOT FRACTURE ROCK DURING PLACEMENT, SUCH ACTION WILL BE CAUSE FOR REJECTION.
8. CHISEL AND PLACE ROCKS SO THAT A MINIMUM OF PROCESSING AND EXCAVATION SCARS ARE VISIBLE.
9. FINAL BOULDER PLACEMENT TO BE APPROVED BY CITY AND LANDSCAPE ARCHITECT PRIOR TO ACCEPTANCE.

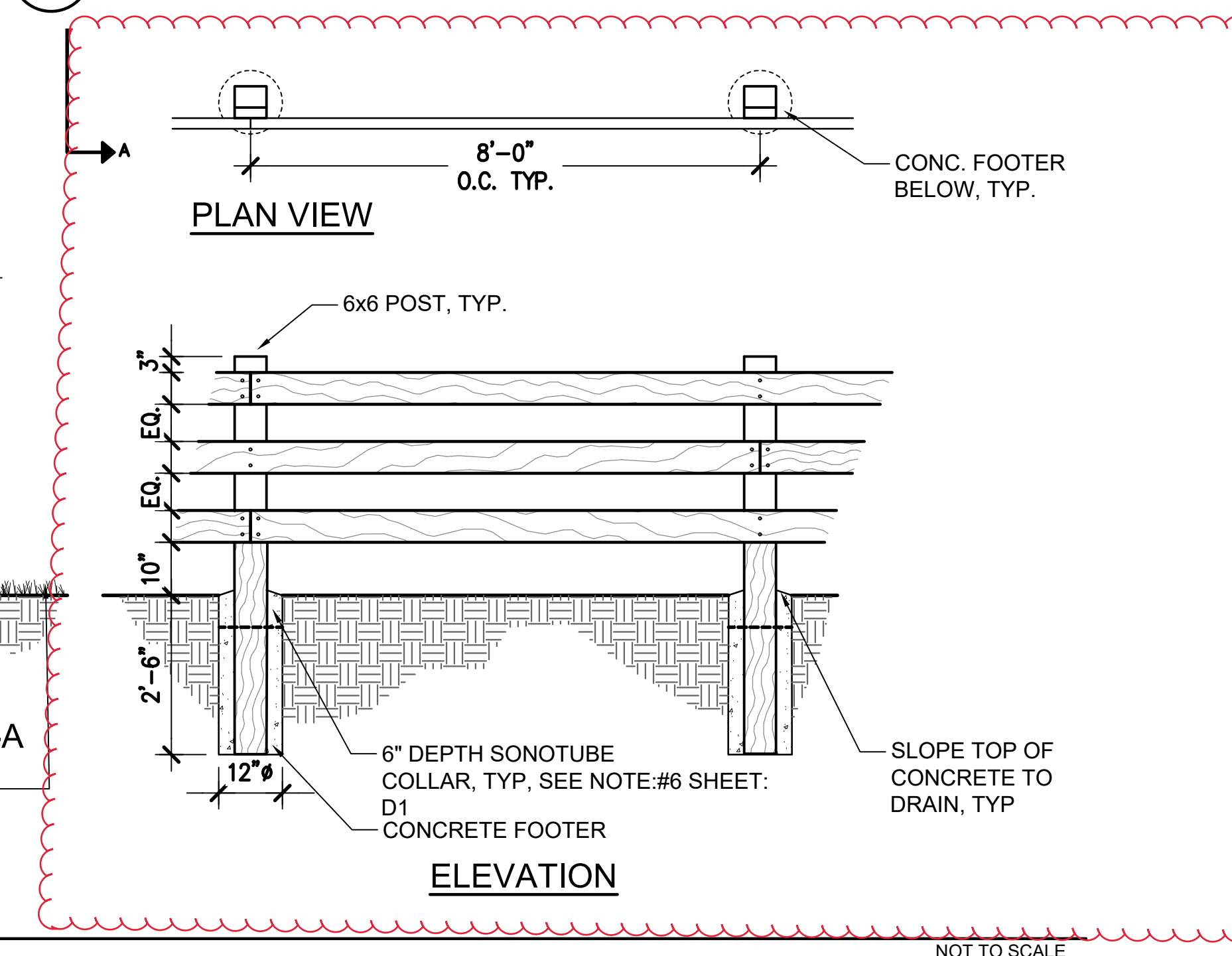


(4) _____

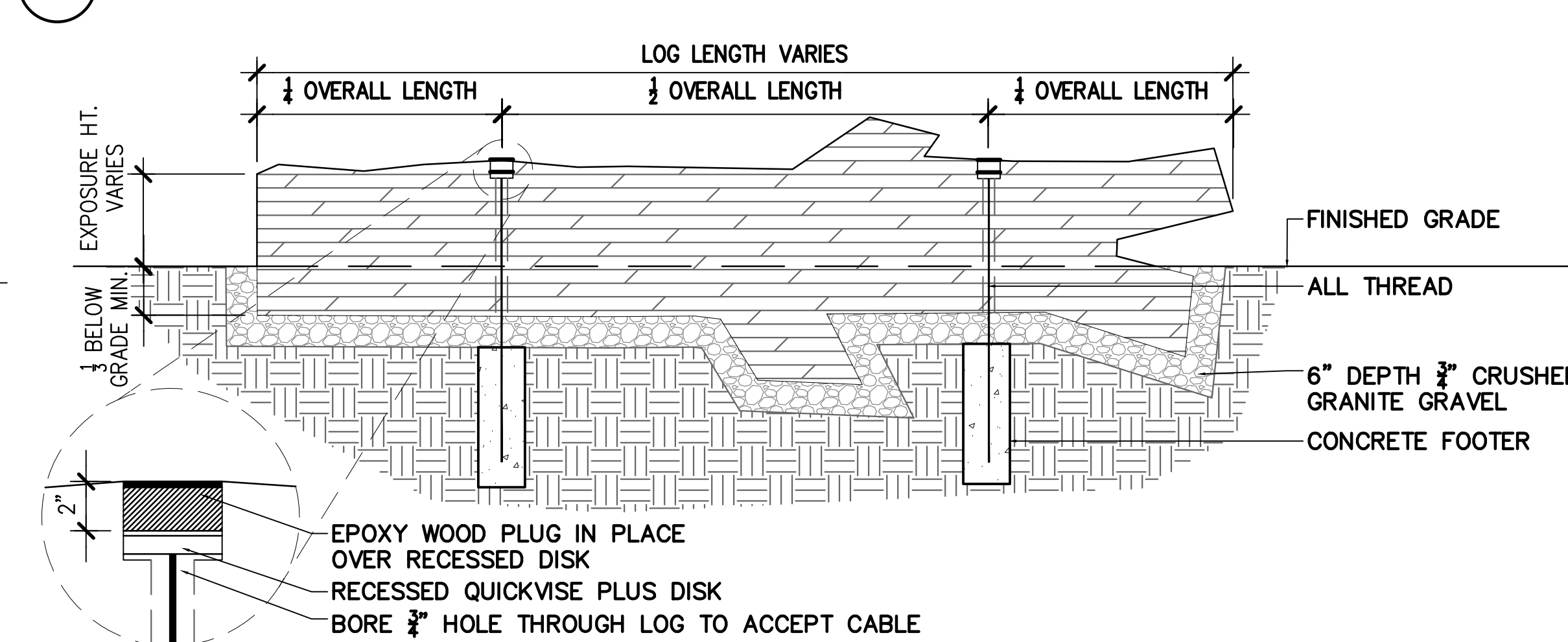
- ## NOTES
1. POSTS AND RAILS ARE DIMENSIONAL CUT GRADE 1 CEDAR
 2. RAILS ARE 2x6s, 16" IN LENGTH. ALTERNATE JOINTS AND CHAMFER ENDS AT CORNER AND ENDS.
 3. POSTS ARE 6x6s.
 4. INSTALL RAILS WITH GALVANIZED 3" CARRIAGE BOLTS, 6" IN LENGTH. COUNTERSINK NUTS. SHEER BOLTS EVEN WITH POST AND FILE ENDS.
 5. APPLY TWO COATS OF APPROVED EXTERIOR, SEMI-TRANSPARENT OIL STAIN TO WOOD DIAMOND VOGEL AG-SERIES GRAIN STAIN OR EQUAL.
 6. TOP 6" OF CONCRETE SETTING FOR POST TO HAVE SOUNDTUBE COLLAR. COLLAR TO BE REMOVED AFTER CONCRETE SETS. TOP OF CONCRETE SETTING SHALL SLOPE TO DRAIN.
 7. BID ALTERNATE #1: PERIMETER AND INTERIOR FENCING TO BE SIMILAR TO ADJACENT DETAIL, WITH THE EXCEPTION THAT 2"x4" GALVANIZED WELDED WIRE MESH 40" TALL IS ATTACHED TO FENCE BETWEEN THE RAILS AND THE POST.



(5) _____



(7) _____



- NOTES:
1. LOG SIZE AND SHAPE WILL VARY. CONTRACTOR TO USE TAGGED FOR PROJECT THAT ARE AT THE DENVER FORESTRY YARD.
 2. CONTRACTOR TO ENSURE ALL LOG EDGES ARE SANDED AND FREE FROM SPLINTERS. REMOVE ALL BRANCHES WITH LESS THAN 6" DIAMETER AND TRIM BRANCHES TO NO LONGER THAN 18" IN LENGTH. CONFIRM EXISTING LOGS CONFORM TO THESE REQUIREMENTS.
 3. CONTRACTOR TO PLACE LOGS SO THAT NO GAPS OR OPENINGS ARE PRESENT BETWEEN THE LOG AND FINISHED GRADE AND NO OPENINGS ARE PRESENT THAT COULD CAUSE DEBRIS TO BECOME ENTANGLED. CONTRACTOR TO COORDINATE WITH PROJECT MANAGER AND LANDSCAPE ARCHITECT PRIOR TO FINAL PLACEMENT.
 4. LOG TO PLACED SO THAT A MINIMUM OF $\frac{1}{3}$ OF THE LOG IS BURIED BELOW GRADE.
 5. LOG SHALL BE SECURED BY (2) - 4" STEEL EARTH ANCHOR(S) WITH $\frac{3}{8}$ " STEEL CABLE TO PREVENT BUOYANCY DURING FLOOD EVENTS. INSTALL PER MANUFACTURERS SPECIFICATION. SEE SPECIFICATIONS FOR PRODUCT INFORMATION.
 6. CONTRACTOR TO PROVIDE SHOP DRAWINGS OF PROPOSED ANCHOR AND INSTALLATION SYSTEM FOR APPROVAL BY PROJECT MANAGER AND LANDSCAPE ARCHITECT, PRIOR TO INSTALLATION.

(8) _____

OWNER
Clearview Libraries
720 Third St.
Windsor, CO 80550
970-686-5603

STRUCTURAL ENGINEER
LARSEN STRUCTURAL DESIGN
 320 Maple Street, Suite 120
 Ft. Collins, CO 80521
 970-568-3355

ELECTRICAL ENGINEER
INNOVATIVE ELECTRICAL SYSTEMS, INC.
 8093 WEST ILIFF LANE
 Lakewood, CO 80227
 303-807-7181

LANDSCAPE ARCHITECT
DHM DESIGN
900 SOUTH BROADWAY
DENVER, COLORADO 80209
720-763-3966

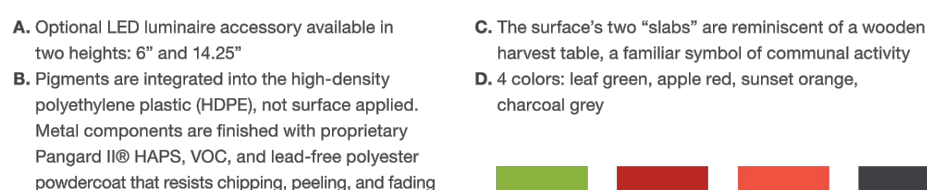
SEAL | DATE 2022/08/18

[illegible]

PROJECT NO. 21732.000

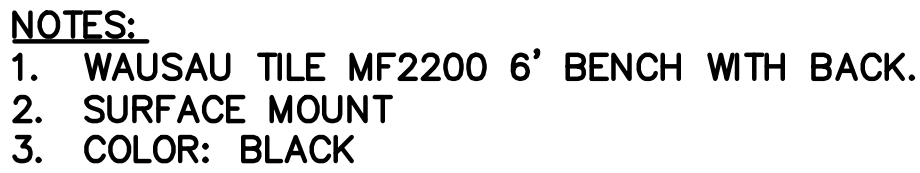
SHEET NUMBER

Page 120 of 160



BY LANDSCAPE FORM OR APPROVED EQUAL
SURFACE MOUNT. COLOR CHARCOAL GREY

NOT TO SCALE

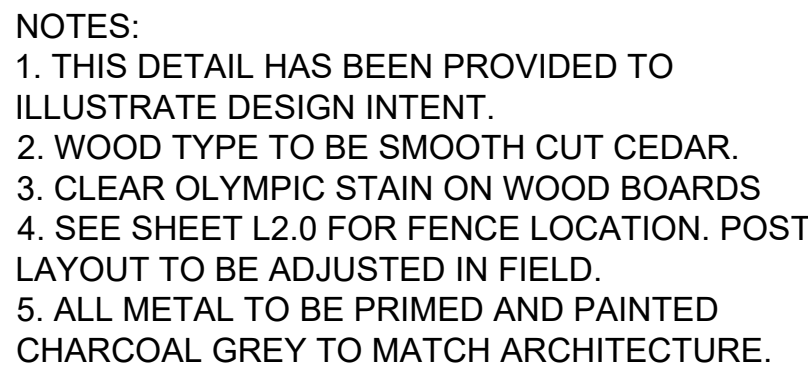


6' BENCH

NOT TO SCALE

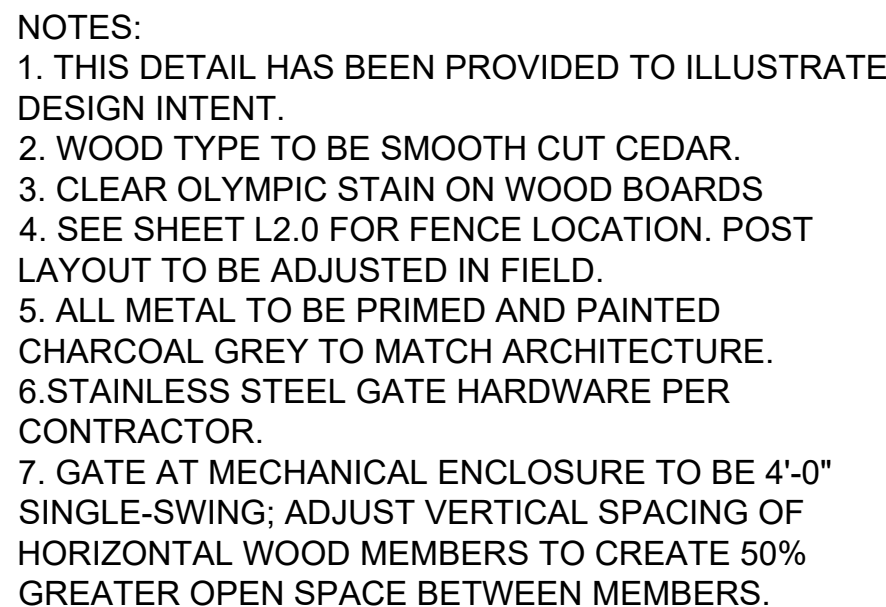


42" OUTDOOR TABLE

$$1'' = 1' - 0''$$


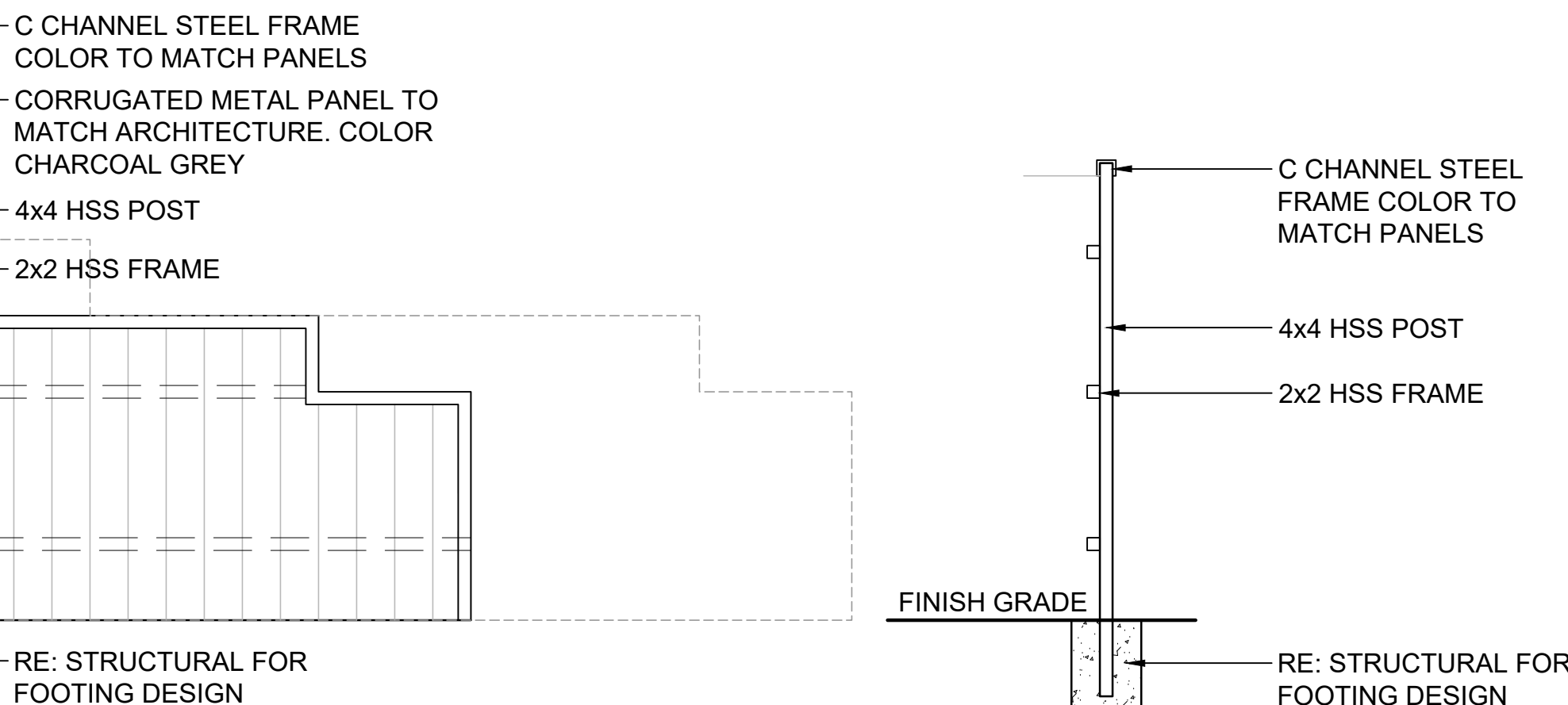
SCREEN WALL

1/2"=1'-0"



SCREEN WALL GATE

1/2"=1'-0'



SIGN WALL

$$1/2'' = 1' - 0$$

From: [Michael McCullar](#)
To: [Abdul Barzak](#)
Subject: Re: Clearview Library Site Plan & Replat (Town of Severance Planning Referral)
Date: Wednesday, September 28, 2022 8:05:02 AM
Attachments: [image001.png](#)

no comments

Michael McCullar, Chief Operating Officer
Weld RE4 School District
970-686-8015
180 North 8th Street
Windsor, CO 80550
www.weldre4.org

From: [Christine Lutz](#)
To: [Abdul Barzak](#)
Cc: [Scott Ballstadt](#); [planningtechs](#)
Subject: RE: REVISED Clearview Library Site Plan & Replat (Town of Severance Planning Referral)
Date: Wednesday, December 28, 2022 10:05:19 AM
Attachments: [image001.png](#)

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

Hello Abdul,

The Town of Windsor has reviewed the application materials provided for the Clearview Library project. The subject property is outside the Town's Growth Management and Community Influence areas, therefore we have no comment.

Thank you for the opportunity to review the project.

Have a marvelous rest of your week,

Chrissy

Christine Lutz

Planning Technician

Windsor Town Hall | Community Development Dept.
301 Walnut St. | Windsor, CO 80550

Dir: 970-674-2439 | www.windsorgov.com
planningtechs@windsorgov.com

Your patience is appreciated while we are experiencing a high volume of incoming work being processed. You may find some of your answers by going to the website and referring to the [Planning](#) page and [FAQ's](#) or the [Municipal Code](#).

The Town of Windsor offices will be closed in observance of New Year's Day the following:

The afternoon of Friday, December 30th and Monday, January 2nd. Cheers!

From: [Davis - DNR, Jackson](#)
To: [Abdul Barzak](#)
Subject: Re: REVISED Clearview Library Site Plan & Replat (Town of Severance Planning Referral)
Date: Friday, January 6, 2023 4:33:25 PM
Attachments: [image003.png](#)
[NEWCOLOGO Livelifoutside - Transparent.png](#)

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

Hi Abdul,

CPW has no comments or conflicts with this project.

Thanks,

Jackson

On Mon, Dec 19, 2022 at 4:49 PM Abdul Barzak <abarzak@townofseverance.org> wrote:

From: [Chrys Hinze](#)
To: [Abdul Barzak](#)
Cc: [Cali Gunter](#); [Tad Moen](#)
Subject: RE: REVISED Clearview Library Site Plan & Replat (Town of Severance Planning Referral)
Date: Wednesday, December 21, 2022 4:05:11 PM
Attachments: [image001.png](#)

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

Thank You, Abdul. At this time, North Poudre Irrigation Company has no comment concerning this project.

Chrysten Hinze, Esq.
Lind, Ottenhoff & Root, LLP
355 Eastman Park Dr. #200
Windsor, CO 80550

Email: chrys@lorlegal.com
Tel. 970.674-9888
Fax 970.674-9535

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From: [Matt Organ](#)
To: [Abdul Barzak](#)
Subject: RE: REVISED Clearview Library Site Plan & Replat (Town of Severance Planning Referral)
Date: Monday, December 19, 2022 5:26:14 PM
Attachments: [image001.png](#)

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

Abdul,

This is in Xcel's territory and will be served by them. PVREA has no conflict.

Thanks,

Matt Organ

Poudre Valley Rural Electric Association, Inc.

From: [Ethan Cozzens](#)
To: [Abdul Barzak](#)
Cc: [Dale Trowbridge](#)
Subject: RE: Clearview Library Site Plan & Replat (Town of Severance Planning Referral)
Date: Wednesday, September 28, 2022 3:41:25 PM
Attachments: [image001.png](#)

Hello Abdul,

No impact on our structures. No need for further review.

Thank you,

Ethan Cozzens

General Manager

The New Cache La Poudre Irrigating Company

33040 Railroad Ave.

P.O. Box 104

Lucerne, CO 80646

ecozzens@newcache.com

Office: 970-352-0222

From: [Heather S Alderman](#)
To: [Abdul Barzak](#)
Subject: RE: REVISED Clearview Library Site Plan & Replat (Town of Severance Planning Referral)
Date: Tuesday, December 20, 2022 7:14:46 AM
Attachments: [image003.png](#)

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

We do not have comments.

Thanks,
Heather

Heather S. Alderman
Project Hydrologist
Paragon Consulting Group, Inc.
1103 Oak Park Drive, Suite 110
Fort Collins, Colorado 80525
Office 970-377-1600
Mobile 303-901-1701
Fax 970-377-1880



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February 24, 2023

Nicholas Wharton, Town Administrator
Severance Town Hall
3 Timber Ridge Parkway
Severance, CO 80550

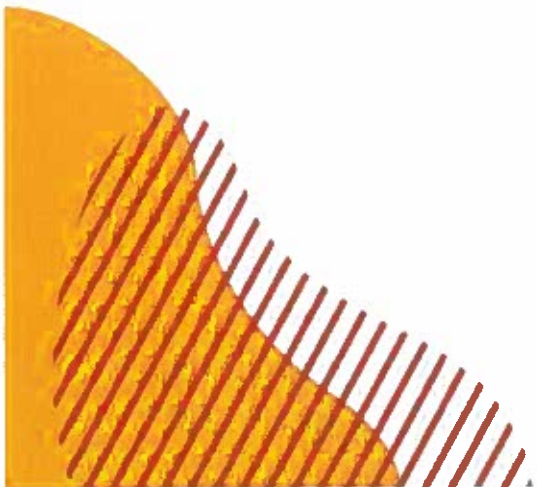
Dear Mr. Wharton:

The Clearview Library District requests that Town Management consider reducing or waiving building department fees for the library that will be built at 5 Timber Ridge Parkway. Historically, the Town of Severance has waived all Town Building Department fees for partnering Districts, and only charges fees for Safebuilt to process and inspect.

Respectfully,

A handwritten signature in black ink that reads "Ann Kling".

Ann Kling, Library Director





February 24, 2023

Nicholas Wharton, Town Administrator
Severance Town Hall
3 Timber Ridge Parkway
Severance, CO 80550

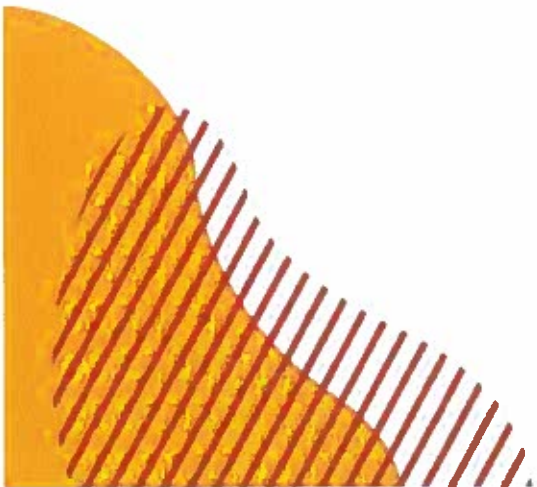
Dear Mr. Wharton:

The Clearview Library District requests that the Town Council consider reducing or waiving impact fees for the library that will be built at 5 Timber Ridge Parkway. Historically the Town of Severance has decreased certain impact fees for partnering Districts.

Respectfully,

A handwritten signature in black ink that reads "Ann Kling".

Ann Kling, Library Director.



**TOWN OF SEVERANCE
RESOLUTION NO. 2023-25R**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SEVERANCE, COLORADO, APPROVING A SITE DEVELOPMENT PLAN FOR CERTAIN REAL PROPERTY LOCATED WITHIN THE TOWN OF SEVERANCE; AND AUTHORIZING A DEVELOPMENT AGREEMENT PERTAINING THERETO

WHEREAS, Clearview Library District, (“Applicant”), as owner of certain real property legally described as Lot 1A, Clearview Library Replat A Subdivision, Town of Severance (“Property”), has submitted an application for site plan approval to develop and construct a single 8,735 s.f. public library on the Property (the “Application”); and

WHEREAS, Applicant has also submitted a development agreement relating to such site plan; and

WHEREAS, the Severance Planning Commission, after conducting a public hearing on the Application on April 19, 2023 rendered a decision recommending approval with conditions of the Application; and

WHEREAS, after considering and reviewing the Planning Commission’s decision, and after considering all the testimony, evidence, and argument presented at the public hearing held before the Town Council on May 9, 2023, the Town Council finds and determines that the Application is complete, and that the Applicant has met the relevant standards and review criteria set forth in the Severance Municipal Code.

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

Section 1. The Town Council acknowledges the Planning Commission’s recommendation, and findings made in support of such recommendation in this case, as stated on the record made available to the Town Council.

Section 2. The above Recitals and Findings of the Town Council are hereby incorporated into this resolution.

Section 3. The Clearview Library District Branch Library Site Plan, Town of Severance, Weld County, State of Colorado, attached hereto as **Exhibit A** and incorporated herein by this reference, is hereby approved, with the following conditions:

- a. Applicant shall grant and convey to the Town a permanent, non-exclusive easement across the area(s) shown on **Exhibit B**, for motor vehicle, pedestrian, and emergency vehicle ingress and egress purposes.
- b. All remaining technical corrections to the Site Plan and Construction Drawings requested by Town staff shall be made to the Town staff’s satisfaction.
- c. Final Construction Documents shall be approved by the Town Engineer prior to the start of construction activities.

Section 4. The Clearview Library District Branch Library Site Plan Development Agreement between the Town of Severance and Clearview Library District is hereby approved in the form substantially similar to the form attached hereto as **Exhibit C**. The Mayor is authorized to execute the Development Agreement on behalf of the Town.

Section 5. Unless otherwise extended by resolution of the Town Council, the approval of the Clearview Library District Branch Library Site Plan shall be null and void if the conditions set forth in Section 3 are not complied with within one hundred and twenty (120) days of the date of this Resolution.

RESOLVED AND PASSED THIS 9th 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

EXHIBIT A
Site Plan

EXHIBIT B

Easement Area to be Conveyed to Town

EXHIBIT C
Site Plan Development Agreement



AGENDA ITEM SUMMARY

AGENDA ITEM	SUBMITTED BY	PRESENTED BY
Pg 135 - Ordinance 2023-06: A Ordinance of the Town Council of the Town of Severance, Colorado, accepting a grant of permanent easement from Clearview Library District for vehicular and pedestrian access and granting a reciprocal permanent easement to the Clearview Library District for the same purposes; and approving an agreement between the Town of Severance and Clearview Library District for such reciprocal access easement	Abdul Barzak, Town Planner	Abdul Barzak, Town Planner
ACTION REQUESTED		
Community & Economic Development and Town Management ask that the Severance Town Council review, discuss, and take action on Ordinance 2023-06 accepting a grant of permanent easement from Clearview Library District and granting a reciprocal permanent easement to the Clearview Library District for the same purposes. Actions that may be taken: 1. Motion to approve Ordinance 2023-06 subject to the conditions listed therein. 2. Take No Action.		<u>Ordinance</u> <u>Action Requested</u> <u>Attorney Approved</u>
BRIEF SUMMARY		
As part of the Clearview Library Branch Site Plan, the private access road that exists between the Town-owned lot and the District's lot to the west currently terminates just north of the southern property edge. As part of the Site Plan review, the Town staff and the District would like to enter into an agreement to allow the Town to accept a grant of permanent easement from Clearview Library District and grant a reciprocal permanent easement to the Clearview Library District for the same purposes. This will allow the District to extend the private access road, as shown in the Site Plan, and allow the Town access.		
PUBLIC SUPPORT/CONCERN		
None at this time.		
ANALYSIS AND RECOMMENDATION		
Town staff is asking for the Town Council to review, discuss, and approve Ordinance 2023-06 accepting a grant of permanent easement from Clearview Library District and granting a reciprocal permanent easement to the Clearview Library District for the same purposes.		

MATERIALS SUBMITTED

The following materials were submitted and included in this packet:

1. Ordinance 2023- 06 Reciprocal Access Easement

**TOWN OF SEVERANCE
ORDINANCE NO. 2023-06**

A ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF SEVERANCE, COLORADO, ACCEPTING A GRANT OF PERMANENT EASEMENT FROM CLEARVIEW LIBRARY DISTRICT FOR VEHICULAR AND PEDESTRIAN ACCESS AND GRANTING A RECIPROCAL PERMANENT EASEMENT TO THE CLEARVIEW LIBRARY DISTRICT FOR THE SAME PURPOSES; AND APPROVING AN AGREEMENT BETWEEN THE TOWN OF SEVERANCE AND CLEARVIEW LIBRARY DISTRICT FOR SUCH RECIPROCAL ACCESS EASEMENT

WHEREAS, the Town of Severance (“Town”) is the fee simple owner of a certain parcel of real property located in Weld County, Colorado, legally described as Lot 3, Summit View Subdivision Fifth Filing, Town of Severance, Weld County, Colorado (“Lot 3”); and

WHEREAS, the Clearview Library District (“District”) is the fee simple owner of a certain parcel of real property located in Weld County, Colorado, legally described as Lot 1A, Clearview Library District Replat A, Town of Severance, Weld County, Colorado, Colorado (“Lot 1A”); and

WHEREAS, the District will construct and operate a public library on Lot 1A, and the library will require the District to construct a driveway on portions of both Lot 1A and Lot 3; and

WHEREAS, to perform such work the District must acquire an easement upon Lot 3, and the Town desires to obtain from the District, and District desires to grant to the Town, a permanent easement across Lot 1A, for the purpose of motor vehicle, pedestrian, and emergency vehicle ingress and egress and pursuant to the terms and conditions contained in a Reciprocal Access Easement agreement, attached hereto as Exhibit A; and

WHEREAS, Section 6.01 of the Town’s Home Rule Charter requires that the granting of an easement to, and acceptance of an easement from, the District be done by ordinance of Town Council; and

WHEREAS, Town Council finds that the grant of the access easement to the District is of public benefit.

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

Section 1. The Town Council accepts the grant of a permanent easement Clearview Library District to the Town to use a strip of land owned by Clearview Library District, as described in Exhibit A, which is attached hereto and made a part of this ordinance, for constructing and operating an access drive on said strip of land, for the purpose of motor vehicle, pedestrian, and emergency vehicle ingress and egress.

Section 2. The Town of Severance does hereby grant to Clearview Library District a permanent, non-exclusive easement to use a strip of land owned by the Town, as described in Exhibit B, which is attached hereto and made a part of this ordinance, with the Mayor being authorized to execute and acknowledge the grant of the easement on behalf of the Town.

Section 3. The Town Council authorizes and approves the Reciprocal Access Easement agreement between Clearview Library District and the Town of Severance in the substantially the same form as the copy attached hereto as Exhibit C. The Mayor is authorized to execute the agreement on behalf of the Town.

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

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

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

INTRODUCED, READ, ADOPTED, APPROVED, AND ORDERED PUBLISHED IN FULL this ____ day of _____, 2023.

TOWN OF SEVERANCE, COLORADO

Matthew Fries, Mayor

ATTEST:

Leah Vanarsdall, MMC, Town Clerk

APPROVED AS TO FORM:

Hayashi & Macsalka, LLC, Town Attorney

EXHIBIT A

PARCEL DESCRIPTION

A parcel of land, being part of Lot 1A, Clearview Library Replat "A", as recorded _____, as Reception No. _____ of the Records of the Weld County Clerk and Recorder, situate in the Northwest Quarter (NW1/4) of Section Two (2), Township Six North (T.6N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), Town of Severance, County of Weld, State of Colorado and being more particularly described as follows:

BEGINNING at the Southeast corner of said Lot 1A and assuming the East line of Lot 1A as bearing South 00°53'41" East, as platted, a distance of 424.84 feet and with all other bearings contained herein relative thereto;

THENCE South 89°06'19" West, along the South line of Lot 1A a distance of 22.50 feet;

THENCE North 00°53'41" West a distance of 109.00 feet to the South line of an existing 22.50' Utility, Drainage & Access Easement;

THENCE North 89°06'19" East, along said South line a distance of 22.50 feet to the East line of Lot 1A;

THENCE South 00°53'41" East, along said East line, a distance of 109.00 feet to the POINT OF BEGINNING.

Said described parcel of land contains 2,453 Square Feet or 0.056 Acres, more or less (±).

SURVEYORS STATEMENT

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

PRELIMINARY

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



EXHIBIT B

PARCEL DESCRIPTION

A parcel of land, being part of Lot 3, Block 1, Summit View Subdivision, Fifth Filing, as recorded November 18, 2004, as Reception No. 3236663 of the Records of the Weld County Clerk and Recorder, situate in the Northwest Quarter (NW1/4) of Section Two (2), Township Six North (T.6N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), Town of Severance, County of Weld, State of Colorado and being more particularly described as follows:

BEGINNING at the Southwest corner of said Lot 3 and assuming the West line of Lot 3 as bearing North 00°53'41" West, as platted, a distance of 208.02 feet and with all other bearings contained herein relative thereto;

THENCE North 00°53'41" West, along said West line, a distance of 109.00 feet to the South line of an existing 22.50' Utility, Drainage & Access Easement;

THENCE North 89°06'19" East, along said South line a distance of 22.50 feet;

THENCE South 00°53'41" East, a distance of 109.00 feet to the South line of Lot 3;

THENCE South 89°06'19" West, along the South line of Lot 3 a distance of 22.50 feet to the POINT OF BEGINNING.

Said described parcel of land contains 2,453 Square Feet or 0.056 Acres, more or less (±).

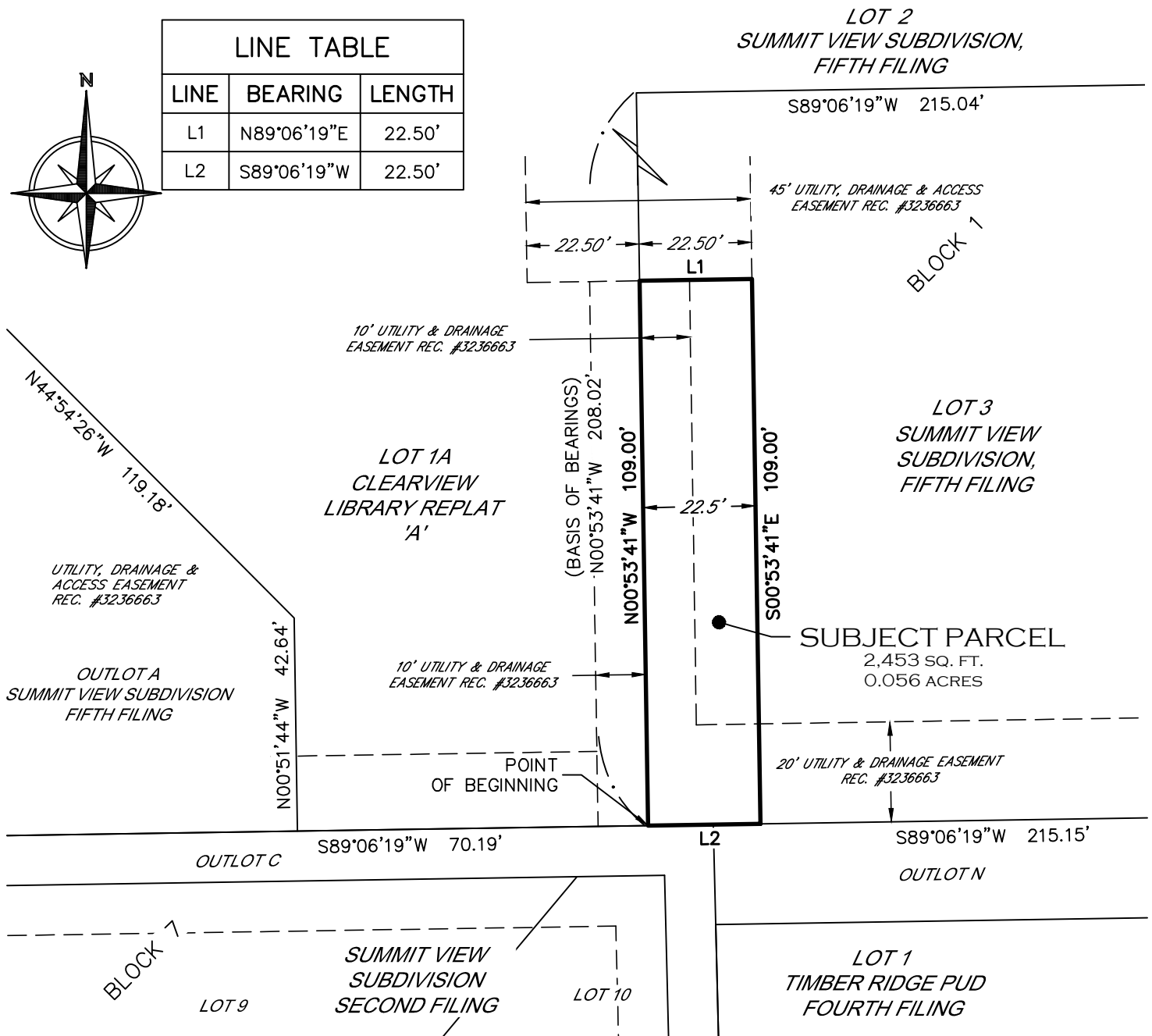
SURVEYORS STATEMENT

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

PRELIMINARY

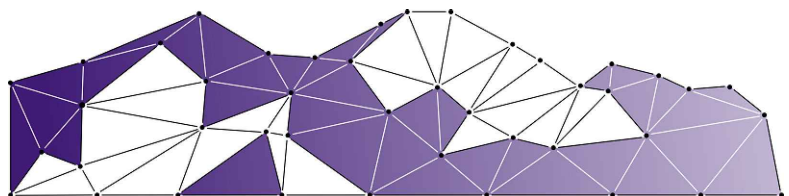
Steven Parks - on behalf of Majestic Surveying, LLC
Colorado Licensed Professional Land Surveyor #38348





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

PRELIMINARY



MAJESTIC SURVEYING

CLIENT: CLEARVIEW
SCALE: 1"=30'

EXHIBIT C

RECIPROCAL EASEMENT AND AGREEMENT

THIS RECIPROCAL EASEMENT AND AGREEMENT (“Agreement”) is made and entered into this _____ day of _____ 2023 (the “Effective Date”), by and between **THE TOWN OF SEVERANCE**, a Colorado home-rule municipality (“Town”), whose address is 3 S. Timber Ridge Pkwy, Severance, CO 80546 and **CLEARVIEW LIBRARY DISTRICT**, a public library and political subdivision of the State of Colorado (“District”), whose mailing address is 1194 W. Ash Street, Windsor, CO 80550. The Town and the District are also referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

RECITALS

A. As of the Effective Date, the Town is the fee simple owner of a certain parcel of real property located in Weld County, Colorado, legally described as Lot 3, Summit View Subdivision Fifth Filing, Town of Severance, Weld County, Colorado (“Lot 3”).

B. As of the Effective Date, the District is the fee simple owner of a certain parcel of real property located in Weld County, Colorado, legally described as Lot 1A, Clearview Library District Replat A, Town of Severance, Weld County, Colorado, Colorado (“Lot 1A”).

C. Lot 3 and Lot 1A (collectively, the “Properties”) adjoin each other and, subject to the terms and conditions of this Agreement, the Town as the current owner of Lot 3 (“Lot 3 Owner”), and the District as the current owner of Lot 1A (“Lot 1A Owner”), each desire to create and grant a permanent, non-exclusive easement to the other Party for motor vehicle, pedestrian, and emergency vehicle ingress and egress on, over, upon, and across the Properties on, across, and through the areas more fully described below.

D. The Parties also each desire to establish the respective rights, maintenance and cost sharing obligations between Lot 3 Owner and Lot 1A Owner.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Grant of Easements.

(a) Easement over Lot 3. Lot 3 Owner hereby grants and conveys to Lot 1A Owner a non-exclusive, perpetual easement (the “Lot 3 Easement”) on, over, through and across that certain portion of Lot 3, as more fully described on **Exhibit A**, which is attached hereto and made a part of this Agreement (the “Lot 3 Easement Area”), subject to the conditions and restrictions set forth below.

(b) Easement over Lot 1A. Lot 1A Owner hereby grants and conveys to Lot 3 Owner a non-exclusive, perpetual easement (the “Lot 1A Easement”) on, over, through and across

that certain portion of Lot 1A, as more fully described on **Exhibit B**, which is attached hereto and made a part of this Agreement (the “Lot 1A Easement Area”), subject to the conditions and restrictions set forth below.

(c) The Lot 3 Easement and the Lot 1A Easement are referred to collectively in this Agreement as the “Easements.” The Lot 3 Easement Area and the Lot 1A Easement Area are referred to collectively in this Agreement as the “Easement Areas.”

2. Purpose of Easements.

(a) Lot 3 Easement. Lot 1A Owner may use the Lot 3 Easement:

(1) for motor vehicular ingress and egress, at any time and from time to time, to access the library facilities situated on Lot 1A;

(2) for emergency personnel and emergency vehicular ingress and egress, at any time and from time to time, to provide, without limitation, fire and police protection, ambulances, medical and rescue services, and other lawful governmental or private emergency services to Lot 1A and the owners, occupants and invitees thereof;

(3) for pedestrian and bicycle ingress and egress, at any time and from time to time, to access the library facilities situated on Lot 1A;

(4) for construction vehicle and equipment ingress and egress, between the hours of one-half (½) hour before sunrise and one-half (½) hour after sunset, to access Lot 1A in connection with any construction activities occurring on Lot 1A; and

(5) to construct, install, use, operate, maintain, repair and replace one or more underground electric, gas, telephone, fiber optic, and cable television lines and related sub-surface or above-ground facilities (“Dry-utilities”) serving the library situated on Lot 1A.

(b) Lot 1A Easement. Lot 3 Owner may use the Lot 1A Easement:

(1) for motor vehicular ingress and egress, at any time and from time to time, to access Lot 3;

(2) for emergency personnel and emergency vehicular ingress and egress, at any time and from time to time, to provide, without limitation, fire and police protection, ambulances, medical and rescue services, and other lawful governmental or private emergency services to Lot 3 and the owners, occupants and invitees thereof;

(3) for pedestrian and bicycle ingress and egress, at any time and from time to time, to access Lot 3;

(4) for construction vehicle and equipment ingress and egress, between the hours of one-half (½) hour before sunrise and one-half (½) hour after sunset, to access Lot 3 in connection with any construction activities occurring on Lot 3; and

(5) to construct, install, use, operate, maintain, repair and replace one or more underground electric, gas, telephone, fiber optic, and cable television lines and related sub-surface or above-ground facilities (“Dry-utilities”) serving the facilities situated on Lot 3.

3. Additional Rights of Lot 1A Owner in the Lot 3 Easement. In addition to the rights granted and conveyed in Section 2(a) above, Lot 1A Owner shall have the following additional rights in the Lot 3 Easement:

(a) the right to provide Routine Maintenance, at Lot 1A Owner’s sole cost and expense, of all or a portion of the Access Drive (defined below) located within the Lot 3 Easement Area. Routine maintenance includes only those acts necessary to keep the Access Drive in good, clean, and sanitary condition, free and clear of rubbish, debris, and obstructions of any kind, including snow and ice removal, to enable Lot 1A Owner’s full use and enjoyment of the Lot 3 Easement; and

(b) subject to Section 3(f) below, the right from time to time to perform Major Maintenance on all or a portion of the Access Drive (defined below) located within the Lot 3 Easement Area, either in the original location or at any alternate location or locations within the Lot 3 Easement Area, generally consistent with the intended purposes of the Lot 3 Easement. For purposes of this section, “Major Maintenance” shall include without limitation (i) repair or replacement of the Access Drive surface to ensure its status as a constant level surface without potholes, patches, or other defects that limit or impede vehicles using the Lot 3 Easement Area and to remain in compliance with all applicable city, county, and state regulations and construction codes; (ii) repair or replacement of roadway markings and striping, signage, curbs, gutters, lighting, landscaping, if any such improvements are required by government directives or regulations; or (iii) in the event Lot 3 Owner fails to adequately maintain the Access Drive located within the Lot 3 Easement, and such failure necessitates repair or replacement of the Access Drive to maintain or restore Lot 1A Owner’s full use and enjoyment of the Lot 3 Easement; and

(c) the right from time to time to perform Emergency Repairs on all or a portion of the Access Drive (defined below) located within the Lot 3 Easement Area, either in the original location or at any alternate location or locations within the Lot 3 Easement Area, generally consistent with the intended purposes of the Lot 3 Easement, giving notice to Lot 3 Owner as soon as reasonably practicable. For purposes of this section, “Emergency Repairs” shall mean an unforeseen occurrence that necessitates immediate repairs to maintain or restore the Access Drive to its proper functioning, or to prevent, mitigate, or remedy an imminent threat or injury to persons or damage to property, which such repairs or maintenance cannot be timely performed by the responsible Party; and

(d) subject to Section 3(f) below, the right to use so much of the land adjoining the Lot 3 Easement Area as shall be reasonably necessary to enable workers and equipment to properly

and conveniently perform Major Maintenance or Emergency Repairs of the Access Drive upon, over, within, through and across the Lot 3 Easement Area; and

(e) subject to Section 3(f) below, the right to close off the Lot 3 Easement Area for such reasonable periods of time as may be required in connection with any Major Maintenance or Emergency Repairs to the Access Drive.

(f) Condition Precedent to Performing Major Maintenance: Lot 1A Owner may conduct Major Maintenance after ten (10) days' advance written notice to Lot 3 Owner.

4. Additional Rights of Lot 3 Owner in the Lot 1A Easement. In addition to the rights granted and conveyed in Section 2(b) above, Lot 3 Owner shall have the following additional rights in the Lot 1A Easement:

(a) the right to provide Routine Maintenance, at Lot 3 Owner's sole cost and expense, of all or a portion of the Access Drive (defined below) located within the Lot 1A Easement Area. Routine maintenance includes only those acts necessary to keep the Access Drive in good, clean, and sanitary condition, free and clear of rubbish, debris, and obstructions of any kind, including snow and ice removal, to enable Lot 3 Owner's full use and enjoyment of the Lot 1A Easement; and

(b) subject to Section 4(f) below, the right from time to time to perform Major Maintenance on all or a portion of the Access Drive (defined below) located within the Lot 1A Easement Area, either in the original location or at any alternate location or locations within the Lot 1A Easement Area, generally consistent with the intended purposes of the Lot 1A Easement. For purposes of this section, "Major Maintenance" shall include without limitation (i) repair or replacement of the Access Drive surface to ensure its status as a constant level surface without potholes, patches, or other defects that limit or impede vehicles using the Lot 1A Easement Area and to remain in compliance with all applicable city, county, and state regulations and construction codes; (ii) repair or replacement of roadway markings and striping, signage, curbs, gutters, lighting, landscaping, if any such improvements are required by government directives or regulations or (iii) in the event Lot 1A Owner fails to adequately maintain the Access Drive located within the Lot 1A Easement, and such failure necessitates repair or replacement of the Access Drive to maintain or restore Lot 3 Owner's full use and enjoyment of the Lot 1A Easement; and

(c) the right from time to time to perform Emergency Repairs on all or a portion of the Access Drive (defined below) located within the Lot 1A Easement Area, either in the original location or at any alternate location or locations within the Lot 1A Easement Area, generally consistent with the intended purposes of the Lot 1A Easement, giving notice to Lot 1A Owner as soon as reasonably practicable. For purposes of this section, "Emergency Repairs" shall mean an unforeseen occurrence that necessitates immediate repairs to maintain or restore the Access Drive to its proper functioning, or to prevent, mitigate, or remedy an imminent threat or injury to persons or damage to property, which such repairs or maintenance cannot be timely performed by the responsible Party; and

(d) subject to Section 4(f) below, the right to use so much of the land adjoining the Lot 1A Easement Area as shall be reasonably necessary to enable workers and equipment to properly and conveniently perform Major Maintenance or Emergency Repairs of the Access Drive upon, over, within, through and across the Lot 1A Easement Area; and

(e) subject to Section 4(f) below, the right to close off the Lot 1A Easement Area for such reasonable periods of time as may be required in connection with any Major Maintenance or Emergency Repairs to the Access Drive.

(f) Conditions Precedent to Performing Major Maintenance: Lot 3 Owner may conduct Major Maintenance after ten (10) days' advance written notice to Lot 1A Owner.

5. Restrictions on Grants of Easements. The Lot 3 Easement does not grant or confer to Lot 1A Owner the right to construct, erect, install, place, or locate an Access Drive or any other permanent above-ground structures, facilities or improvements upon, over, within, through and across the Lot 3 Easement Area or Lot 3 Owner's Property, except as expressly set forth herein. Similarly, the Lot 1A Easement does not grant or confer to Lot 3 Owner the right to construct, erect, install, place, or locate an Access Drive or any other permanent above-ground facilities or improvements upon, over, within, through and across the Lot 1A Easement Area or Lot 1A Owner's Property, except as expressly set forth herein. Instead, the Parties mutually agree that each Party shall be solely responsible, at each Party's sole cost and expense, for constructing, installing, operating, maintaining, repairing, removing, or replacing, from time to time, an Access Drive (defined below) on each Party's Property in the Easement Areas in order to serve their respective Properties. The Parties mutually agree the Easements are intended to allow and facilitate the Parties shared use of the Easement Areas for Dry-Utilities and shared use of the Access Drive within their respective Properties for the primary purpose of accessing their respective Properties, and for fire and emergency access for third-parties to their respective Properties.

6. Access Drive.

(a) Construction. Each Party will be solely responsible, at no cost to the other Party, for constructing and installing within the Easement Areas on each of their respective Properties a hard- or soft-surface access drive and related surface facilities, such as borrow ditches, drainage culverts, roadway markings, striping, lighting, landscaping, curbs, or gutters ("Access Drive"), as may be necessary for the purpose of providing safe and convenient access to their respective Properties and the then-current uses of their respective Properties, or in connection with the subsequent development of a Property. The configuration and location of the Access Drive on each Party's Property shall be at the sole determination of the Party owning the Property, so long as such configurations and location are in compliance with all Laws.

(b) Maintenance. Each Party will be solely responsible, at no cost to the other Party, for maintaining, reconstructing, replacing, inspecting and removing, at any time and from time to time, the Access Drive located within the Easement Areas on each Party's Property, so as not to require the other Party to maintain the Access Drive. As used herein, "maintenance" includes without limitation Routine Maintenance and Major Maintenance.

(c) Closing of Access Drive. Each Party has the right to close off the Access Drive or the Easement Areas situated on each Party's Property for such reasonable periods of time as may be required in connection with any necessary maintenance or repairs to the Access Drive. If one Party's maintenance of the Access Drive requires closure or will result in a material obstruction of the Easement Area located on that Party's Property, the Party conducting the maintenance shall give the other Party ten (10) calendar days written notice before any temporary closing, and shall coordinate the closing to the extent possible so there is no unreasonable interference with the other Party's use and enjoyment of their respective Easements.

(d) Compliance with Laws. Each Party agrees to perform all construction and maintenance activities in full compliance with all present and future local, municipal, county, state and federal environmental and all other applicable laws, statutes, governmental constitutions, ordinances, codes, rules, regulations, resolutions, requirements, standards, applications and directives, as well as all decisions, judgments, writs, injunctions, orders, decrees or demands of courts, administrative bodies and other authorities construing any of the foregoing (collectively, "Laws").

7. Reimbursement of Expenses.

(a) If one Party conducts Emergency Repairs authorized under this Agreement, or performs Routine or Major Maintenance that is the other Party's responsibility herein, the other Party shall fairly and reasonably compensate the Party completing such Emergency Repairs, Major Maintenance or Routine Maintenance for all reasonable costs, fees or expenses that are incurred by such Party, within thirty (30) days of receipt of a detailed invoice.

(b) Contents of Invoices. Invoices shall include the basis upon which payment is requested, such as actual time, number of hours worked, materials and expenses, along with a general description of the actual maintenance and repair services performed or completed, the start and completion dates of any such services performed, and who performed such services.

(c) Invoice Disputes. If there exists a good faith dispute with regard to an item appearing on an invoice, the invoiced Party has the right to withhold payment on any amounts that are disputed while the Parties attempt to resolve the dispute, provided that the invoiced Party provides the other Party with notice of such dispute within thirty (30) business days after receipt of the invoice and pays all undisputed amounts by the due date. The invoiced Party's withholding of such disputed amount as authorized under this section shall not constitute a breach of this Agreement.

8. Reservation of Rights in Easement Areas.

(a) Each Party reserves all other rights in and to the Easement Areas within their respective Properties, including the right to use the Easement Areas for any purposes which will not impair, endanger, or unreasonably interfere with the other Party's full enjoyment of the rights hereby granted, including without limitation, granting other rights and easements in and to the Party's Property.

(b) Each Party reserves the right to physically remove, or have removed, any vehicles parked outside the designated Easement Areas within each of their respective Properties, or any vehicle reasonably determined to be abandoned or not in running condition and associated with the other Party. All towing and impound costs not borne by the vehicle owner shall be borne by the Party responsible for permitting or allowing such vehicle to be placed within the Easement Areas.

9. Maintenance of Easement Areas.

(a) Upon disturbing the surface of any ground in the Easement Areas in the course of exercising any of their respective rights under this Agreement, each Party shall repair or take such other action as may be necessary to restore the Easement Areas to a condition comparable to its condition prior to such Party's activities in or use of the Easement Areas, including, but not limited to, the reseeded and replanting of any disturbed areas, correction of any subsidence, and restoration of any other improvements or conditions impacted by the Party's activities.

(b) Each Party shall each be responsible for any damage it or their invitees, licensees, or guests may cause to the Easement Area on the other Party's Property and in the course of exercising their rights under this Agreement, normal wear and deterioration excluded. The Party responsible for such damage shall promptly make all needed repairs or take such other action as may be necessary to restore the Easement Area to a condition comparable to its condition prior to the damage to in the Easement Area.

10. Damages to Access Drive or Property. Each Party shall each be responsible for all damage to the Access Drive located on the other Party's Property, or all damage caused to the other Party's Property, arising out of or resulting from: (a) negligent work performed by such Party or its contractors on its own Property; or (b) such Party's negligent use, operation or maintenance of its own Access Drive. The responsible Party shall repair all damage caused by such Party within thirty (30) days after such damage occurs, and make such repairs in accordance with the direction of the other Party. The degree of repair work required to be performed by a Party under this section may include without limitation restoration or replacement. If the responsible Party does not repair the damage as just described, then the other Party shall have the option, upon fifteen (15) days' prior written notice to the responsible Party, to perform or cause to be performed such reasonable and necessary work on behalf of the responsible Party, and to charge the responsible Party for the actual costs incurred by the other Party. In the event of an emergency that necessitates immediate repairs by the owning Party to its Access Drive or Property that was damaged by the responsible Party, which such repairs cannot be timely performed by the responsible Party, owning Party may conduct such emergency repairs immediately on behalf of the responsible Party, giving notice to the responsible Party as soon as practicable. If an owning Party conducts such emergency work, the responsible Party (the Party responsible for the damage as set forth in this Section) shall promptly reimburse the owning Party for reasonable costs, fees or expenses related to such emergency repairs.

11. Representations and Warranties of Owner. Each Party hereby warrants and represents to the other Party that each is seized with fee title to their respective Properties and there are no other

parties with a competing claim to or interest in fee title to their underlying Properties; that the rights conveyed herein are free and clear of liens and encumbrances; and that each Party has sole and exclusive authority to enter into this Agreement.

12. Governing Law and Venue. This Agreement and the rights and duties of the parties hereunder shall be interpreted in accordance with the laws of the State of Colorado. Venue for any and all legal actions arising hereunder shall lie in the District Court in and for the County of Weld, State of Colorado.

13. Runs with the Land. The covenants, terms, conditions and restrictions of this Agreement shall run with the land and are for the benefit of and appurtenant to each of the Properties, respectively. The covenants, terms, conditions and restrictions of this Agreement shall be binding upon, and inure to the benefit of the Parties and their respective successors and assigns as fee simple owners.

14. Entire Agreement; Amendment. This Agreement constitutes the entire agreement of the Parties relating to the Easements, Easement Areas, and Access Drives and sets forth the rights, duties and obligations of each to the other as of the Effective Date. No provisions regarding the subject matter of this Agreement other than those expressly set forth herein will be of any force and effect. No modification, change or alteration of this Agreement will be of any force or effect unless in writing and signed by the Parties.

15. Notice. All notices, demands, requests, and other communications required or permitted under this Agreement will be in writing and will be deemed delivered when actually received or, if by facsimile, or electronic transmission on the next business day after receipt or, if earlier, and regardless whether actually received or not, three days after deposit in the United States mails, first class, postage prepaid, addressed as follows:

If to the Lot 3 Owner: Town Manager
 3 South Timber Ridge Parkway,
 PO Box 339
 Severance, CO 80546

If to the Lot 1A Owner: Director
 Clearview Library District
 1194 W. Ash Street
 Windsor, CO 80550

16. Attorneys' Fees and Costs. In the event of any litigation between the Parties relating to this Agreement, the prevailing Party shall be entitled to receive from the non-prevailing party, in addition to the amount of any judgment or other award entered, all reasonable costs and expenses, including reasonable expert and attorneys' fees incurred by the prevailing party in connection with such litigation.

17. Paragraph Headings. Paragraph headings are inserted for convenience only and in no way limit or define the interpretation to be placed upon this Agreement.

18. Severability. If any part, term or provision of this Agreement shall be held unenforceable or invalid, such part, term or provision shall be severable and deemed ineffective to the extent of such invalidity or prohibition without invalidating the remainder of this Agreement.

19. Waiver. Any one or more waivers of any covenant or condition by a Party shall not be construed as a waiver of a subsequent breach of the same covenant or condition nor a consent to or approval of any act requiring consent to or approval of any subsequent similar act. Nothing in this Agreement shall be construed as a waiver of the notice requirements, defenses, immunities and limitations the Town or District may have under the Colorado Governmental Immunity Act (C.R.S. § 24-10-101, et seq.) or to any other defenses, immunities, or limitations of liability available to the Town or District by law.

20. Counterparts. This Agreement may be executed by the Parties in counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall constitute one and the same Agreement. Each of the Parties shall be entitled to rely upon a counterpart of the instrument executed by the other Party and sent by facsimile or electronic mail transmission. The Parties further agree this Agreement may be executed by electronic copies of signatures, and any electronic copies of signatures shall be binding upon the Party providing such electronic copy of signature as if it were the Party's original signature.

21. Recording. This Agreement shall be recorded in the Office of the Clerk and Recorder of Weld County, Colorado.

[Remainder of page intentionally blank. Signature pages follow.]

By: _____
Name: Jeromey Balderrama
Title: President, Clearview Library District
Board of Trustees

The foregoing instrument was acknowledged before me this __ day of _____, 2023, by _____, as _____ of Clearview Library District, owner of the Property.

Notary's official signature

Commission Expiration

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ATTACHMENTS:

Exhibit A
(Legal Description of Lot 3 Easement Area)

Exhibit A
(Legal Description of Lot 1A Easement Area)

Exhibit A
Legal Description of Lot 3 Easement
(See Following Pages)

EXHIBIT A

PARCEL DESCRIPTION

A parcel of land, being part of Lot 3, Block 1, Summit View Subdivision, Fifth Filing, as recorded November 18, 2004, as Reception No. 3236663 of the Records of the Weld County Clerk and Recorder, situate in the Northwest Quarter (NW1/4) of Section Two (2), Township Six North (T.6N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), Town of Severance, County of Weld, State of Colorado and being more particularly described as follows:

BEGINNING at the Southwest corner of said Lot 3 and assuming the West line of Lot 3 as bearing North 00°53'41" West, as platted, a distance of 208.02 feet and with all other bearings contained herein relative thereto;

THENCE North 00°53'41" West, along said West line, a distance of 109.00 feet to the South line of an existing 22.50' Utility, Drainage & Access Easement;

THENCE North 89°06'19" East, along said South line a distance of 22.50 feet;

THENCE South 00°53'41" East, a distance of 109.00 feet to the South line of Lot 3;

THENCE South 89°06'19" West, along the South line of Lot 3 a distance of 22.50 feet to the POINT OF BEGINNING.

Said described parcel of land contains 2,453 Square Feet or 0.056 Acres, more or less (±).

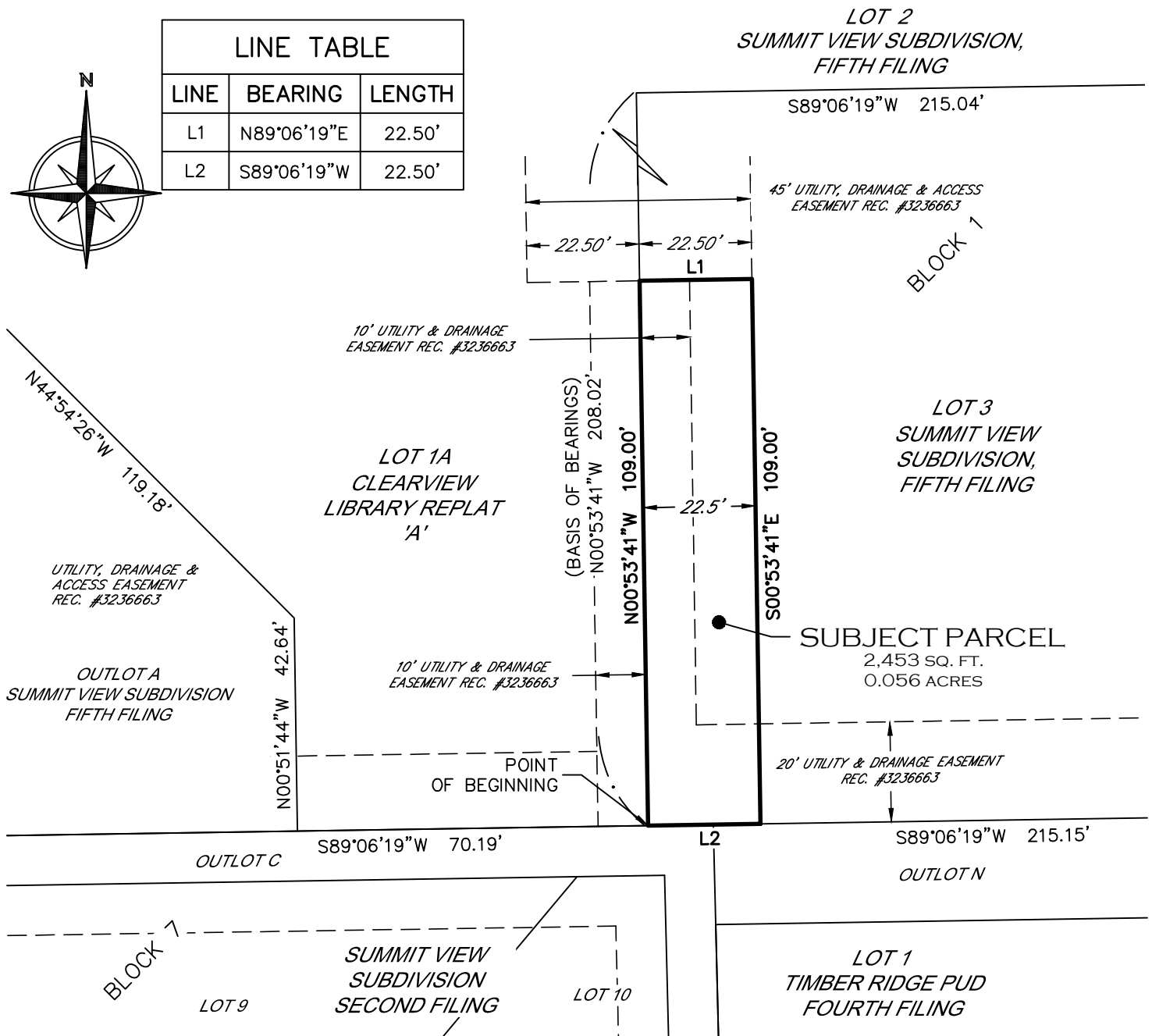
SURVEYORS STATEMENT

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

PRELIMINARY

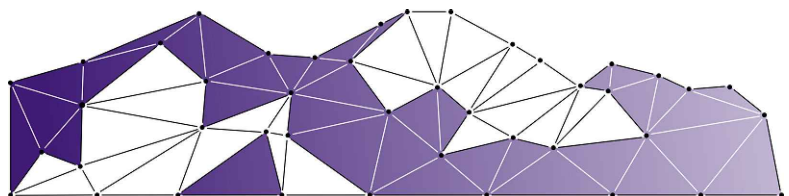
Steven Parks - on behalf of Majestic Surveying, LLC
Colorado Licensed Professional Land Surveyor #38348





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

PRELIMINARY



MAJESTIC SURVEYING

CLIENT: CLEARVIEW
SCALE: 1"=30'

Exhibit B
Legal Description of Lot 1A Easement Area
(See Following Pages)

EXHIBIT B

PARCEL DESCRIPTION

A parcel of land, being part of Lot 1A, Clearview Library Replat "A", as recorded _____, as Reception No. _____ of the Records of the Weld County Clerk and Recorder, situate in the Northwest Quarter (NW1/4) of Section Two (2), Township Six North (T.6N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), Town of Severance, County of Weld, State of Colorado and being more particularly described as follows:

BEGINNING at the Southeast corner of said Lot 1A and assuming the East line of Lot 1A as bearing South 00°53'41" East, as platted, a distance of 424.84 feet and with all other bearings contained herein relative thereto;

THENCE South 89°06'19" West, along the South line of Lot 1A a distance of 22.50 feet;

THENCE North 00°53'41" West a distance of 109.00 feet to the South line of an existing 22.50' Utility, Drainage & Access Easement;

THENCE North 89°06'19" East, along said South line a distance of 22.50 feet to the East line of Lot 1A;

THENCE South 00°53'41" East, along said East line, a distance of 109.00 feet to the POINT OF BEGINNING.

Said described parcel of land contains 2,453 Square Feet or 0.056 Acres, more or less (±).

SURVEYORS STATEMENT

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

PRELIMINARY

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



