



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 13, 2025, at 5:00 PM

A. SAFEUILT SCHOLARSHIP PRESENTATION (4:30 PM)

B. CALL TO ORDER WORK SESSION (5:00 PM)

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. 4 - Community Park Phase 5 Concept Plan

- Discussion
- Staff Presentation: Nicholas Wharton, Town Manager

C. CALL TO ORDER REGULAR MEETING (6:00PM)

1. Roll Call

2. Pledge of Allegiance

3. Agenda Review by Town Manager

4. Consent Calendar

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

a. Pg. 5 - Tecate Liquor License Transfer

b. Pg. 62 - 4.22.25 Minutes

5. Approval of Agenda

6. Public Comment

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

discussion. Those addressing the Town Council, please state your name and address and sign-in.

7. Council Member Comments

8. 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. TOWN COUNCIL

1. Pg. 88 - Town Council Member Appointment

- Legislative
- Staff Presentation: Nicholas Wharton, Town Manager

2. Pg. 141 - Ordinance 2025-XX: Light Nuisance

- Discussion
- Staff Presentation: Nicholas Wharton, Town Manager

3. Pg. 146 - Ordinance 2025-XX: Text Amendments to the Land Use Code - Chapter 16 of the Severance Municipal Code for Purposes of Reorganizing Article 5 - Site Development Standards

- Discussion
- Staff Presentation: Shani Porter, Planning Director

E. COUNCIL MEMBER PETITIONS

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

F. EXECUTIVE SESSION

1. ADJOURN TO EXECUTIVE SESSION

Pursuant to subsections (4)(b) and (4)(e)(I) of C.R.S. § 24-6-402 for purposes of conferring with the Town Attorney to receive legal advice on specific legal questions, and determining positions relative to matters that may be subject to negotiations and instructing negotiators with respect to North Weld County Water District.

2. ADJOURN TO EXECUTIVE SESSION

Pursuant to C.R.S. § 24-6-402(4)(a) and (4)(e)(I) for purposes of discussing the potential lease, transfer, sale, or purchase of real property located at 106 W. 4th Street in the Town of Severance, and to determine positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and instructing negotiators pertaining thereto.

3. ADJOURN TO EXECUTIVE SESSION

Pursuant to subsections (4)(b) and (4)(e)(I) of C.R.S. § 24-6-402 for purposes of conferring with the Town Attorney to receive legal advice on specific legal questions, and determining positions relative to matters that may be subject to negotiations and instructing negotiators with respect to Settler's Landing Subdivision.

G. ADJOURN

Town Council MEETING

Tuesday, May 13, 2025, 5:00 PM (MDT)

The Town Council reserves the right to adjourn to a virtual-only meeting at their discretion should the need arise.

Registration URL

<https://us02web.zoom.us/j/89354721574?pwd=2TJORo1yOgUN5NB28octprdXWugaLI.1>

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



AGENDA ITEM SUMMARY

AGENDA ITEM	SUBMITTED BY	PRESENTED BY
Pg. 4 - Community Park Phase 5 Concept Plan	Nicholas Wharton, Town Manager	Nicholas J. Wharton, MPA
ACTION REQUESTED		
Town Management asks that the Town Council discuss the Community Park Phase 5 Concept Plan and direct any further actions they deem necessary.		<u>Presentation Discussion</u>
BRIEF SUMMARY		
Phase 5 of the Community Park includes additional recreational fields, parking, multiple shade structures, restrooms, pickleball courts, and a fitness court. Staff ask that the Town Council review the concept plan provided by Ayres and provide feedback on any layout changes they would like to see.		
PUBLIC SUPPORT/CONCERN		
None at this time.		
ANALYSIS AND RECOMMENDATION		
Town Management asks that the Town Council discuss the Community Park Phase 5 Concept Plan and direct any further actions they deem necessary.		
MATERIALS SUBMITTED		
The following materials were submitted and included in this packet: None		



Liquor Transfer Clerk Summary Report

An application for a liquor license transfer was filed on April 2, 2025, requesting that the Hotel and Restaurant liquor license be transferred from Rivera De Chapala LLC to Casa De Adobe LLC. The applicant requested a temporary transfer permit that was granted with an expiration of July 31, 2025, and may be revoked if the Liquor Authority denies the application.

The transfer application and all required documents have been filed and appear in order. The liquor review team consisting of the following departments had no concerns regarding transferring the liquor license: Building, Fire, Finance, Planning, Police and the Town Attorney.

The property was posted with a public notice for anyone to inquire or object to this application on April 21, 2025. As of May 1, 2025, no inquiries or objections have been received.

The Town Clerk recommends approval of the application.

Colorado Liquor Retail License Application

* Note that the Division will not accept cash ☒ Paid by Check Date Uploaded to MoveIt

☐ Paid Online

4/2/2025

☐ 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 Liquor and Beer Code*

Applicant is applying as a/an ☐ Individual ☒ Limited Liability Company ☐ Association or Other
☐ Corporation ☐ Partnership (includes Limited Liability and Married Couple Partnerships)

Applicant Name If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation

Casa De Adobe LLC

FEIN Number

State Sales Tax Number

Trade Name of Establishment (DBA)

Business Telephone

Tecate Grill

(303) 941-6141

Address of Premises (specify exact location of premises, include suite/unit numbers)

1018 Mahogany Way Unit B

City

County

State

ZIP Code

Severance

Weld

CO

80550

Mailing Address (Number and Street)

City or Town

State

ZIP Code

1018 Mahogany Way Unit B

Severance

CO

80550

Email Address

fdozamarripa68@gmail.com

If the premises currently has a liquor or beer license, you **must** answer the following questions.

Present Trade Name of Establishment (DBA)

Tecate Grill

Present State License Number

Present Class of License

Present Expiration Date

03-18752

Hotel & Restaurant

06/19/2025

Section A Nonrefundable application fees*

- ☐ Application Fee for New License\$1,100.00
- ☐ Application Fee for New License with Concurrent Review\$1,200.00
- ☒ Application Fee for Transfer.....\$1,100.00

Section B Liquor License Fees*

- ☐ Add Optional Premises to H & R\$100.00 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
- ☐ Entertainment Facility License (City).....\$500.00
- ☐ Entertainment Facility License (County).....\$500.00
- ☒ Hotel and Restaurant License (City).....\$500.00
- ☐ Hotel and Restaurant License (County)\$500.00
- ☐ Hotel and Restaurant License with one optional premises (City).....\$600.00
- ☐ Hotel and Restaurant License with one optional premises (County).....\$600.00

Section B Liquor License Fees* (Continued)

☐ Liquor-Licensed Drugstore (City).....	\$227.50
☐ Liquor-Licensed Drugstore (County).....	\$312.50
☐ Lodging Facility License (City).....	\$500.00
☐ Lodging Facility License (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

Section B Liquor License Fees* (Continued)

- ☐ 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

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

- ☐ Applicant/Licensee identified
- ☐ State sales tax license number listed or applied for at time of application
- ☐ License type or other transaction identified
- ☐ Return originals to local authority (additional items may be required by the local licensing authority)
- ☐ All sections of the application need to be completed
- ☐ 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

- ☐ No larger than 8½" X 11"
- ☐ Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.)
- ☐ Separate diagram for each floor (if multiple levels)
- ☐ Return originals to local authority (additional items may be required by the local licensing authority)
- ☐ Kitchen - identified if Hotel and Restaurant
- ☐ Bold/Outlined Licensed Premises

III. Proof of property possession (One Year Needed)

- ☐ Deed in name of the applicant (or) (matching Applicant Name provided on page 1) date stamped / filed with County Clerk
- ☐ Lease in the name of the applicant (or) (matching Applicant Name provided on page 1)
- ☐ Lease assignment in the name of the applicant with proper consent from the landlord and acceptance by the applicant
- ☐ Other agreement if not deed or lease. (matching Applicant Name provided on page 1)

IV. Background information (DR 8404-I) and financial documents

- ☐ Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members)
- ☐ Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved State Vendor. Master File applicants submit results to the State
Do not complete fingerprint cards prior to submitting your application.
The Vendors are as follows:
IdentoGO
Appointment Scheduling Website: <https://www.idento-go.com/workflows/25YQHT>
Phone: 844-539-5539 (toll-free)
IdentoGO FAQs: <https://www.idento-go.com/faq>
IdentoGO Contact Us: <https://www.idento-go.com/contact>
State Liquor Code for IdentoGO: 25YQHT
Colorado Fingerprinting
Appointment Scheduling Website: <http://www.coloradofingerprinting.com/cans/>
Phone: 720-292-2722 833-224-2227 (toll free)
State Liquor Code for Colorado Fingerprinting: C030LIQI

- ☐ Purchase agreement, stock transfer agreement, and/or authorization to transfer license
- ☐ List of all notes and loans (Copies to also be attached)

V. Sole proprietor/husband and wife partnership (if applicable)

- ☐ Form DR 4679 Lawful Presence Affidavit
- ☐ Copy of State issued Driver's License or Colorado Identification Card for each applicant

VI. Corporate applicant information (if applicable)

- ☐ Certificate of Incorporation
- ☐ Certificate of Good Standing
- ☐ Certificate of Authorization if foreign corporation (out of state applicants only)

VII. Partnership applicant information (if applicable)

- ☐ Partnership Agreement (general or limited).
- ☐ Certificate of Good Standing

VIII. Limited Liability Company applicant information (if applicable)

- ☐ Copy of articles of organization
- ☐ Certificate of Good Standing
- ☐ Copy of Operating Agreement (if applicable)
- ☐ 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

- ☐ \$30.00 fee
- ☐ If owner is managing, no fee required

1. 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

2. 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 a, b or c above, explain in detail on a separate sheet.

3. 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?..... ☐ Yes ☒ No

If "yes", explain in detail.

4. 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

or

Waiver by local ordinance? ☐ Yes ☒ No

Other

5. 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 (>) 10,0000? **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..... ☐ Yes ☒ No

N/A

6. 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 (<) 10,0000? **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..... ☒ Yes ☐ No N / A

For additional Retail Liquor Store only. N / A

- a. Was your Retail Liquor Store License issued on or before January 1, 2016?.... ☐ Yes ☐ No
- b. Are you a Colorado resident?..... ☐ Yes ☐ No
7. 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 **current** financial interest in said business including any loans to or from a licensee..... ☐ Yes ☒ No
8. 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	Tenant	Expires
SEVPAL LLC	Casa De Adobe LLC	11/30/28

- b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question on page 9..... ☐ 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".

9. 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		First Name	
N/A			
Date of Birth (MM/DD/YY)	FEIN or SSN Number	Interest/Percentage	
Last Name		First Name	
Date of Birth (MM/DD/YY)	FEIN or SSN Number	Interest/Percentage	
Last Name		First Name	
Date of Birth (MM/DD/YY)	FEIN or SSN Number	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.

10. Optional Premises or Hotel and Restaurant Licenses with Optional Premises:

Has a local ordinance or resolution authorizing optional premises been adopted?.... ☐ Yes ☐ No

N / A

Number of additional Optional Premise areas requested. (See license fee chart)

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.

11. 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?..... ☐ Yes ☐ No

If "yes" a copy of license must be attached.

12. Club Liquor License applicants answer the following: **Attach a copy of applicable documentation**

a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?..... **N / A**
☐ Yes ☐ No

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?..... **N / A**
☐ Yes ☐ No

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?..... **N / A**
☐ Yes ☐ No

13. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:

a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)..... **N / A**
☐ Yes ☐ No

14. Campus Liquor Complex applicants answer the following:

a. Is the applicant an institution of higher education?..... **N / A**
☐ Yes ☐ No

b. Is the applicant a person who contracts with the institution of higher education to provide food services?..... **N / A**
☐ Yes ☐ No

If "yes" please provide a copy of the contract with the institution of higher education to provide food services.

15. 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

Arroyo

First Name of Manager

Maru

16. 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

Name

Type of License

Account Number

17. 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?..... ☐ Yes ☐ No

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

18. Entertainment Facility License

N/A

If Applicant is applying for an Entertainment Facility License, you affirm that your business model and aligns with the statutory privileges and requirements: ☐ Yes ☐ No

Pursuant to 44-3-103(15.5) C.R.S., an Entertainment Facility means an establishment in which the primary business is to provide the public with sports or entertainment activities within its licensed premises; and that, incidental to its primary business, sells and serves alcohol beverages at retail for consumption on the licensed premises; and has sandwiches and light snacks available for consumption on the licensed premises.

N/A

If Applicant is applying for a Lodging Facility License, you affirm that your business model and aligns with the statutory privileges and requirements: ☐ Yes ☐ No

Pursuant to 44-3-103(29) C.R.S., a Lodging Facility means an establishment in which the primary business is to provide the public with sleeping rooms and meeting facilities; and that sells and serves alcohol beverages at retail for consumption on the licensed premises; and has sandwiches and light snacks available for consumption on the licensed premises.

19. Tax Information.

- 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?..... ☐ Yes ☒ No

- 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.?..... ☐ Yes ☒ No

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	Date of Birth (MM/DD/YY)
Arroyo, Maru	

Street Address

City	State	ZIP Code	Position	% Owned
Windsor	CO	80550	managing member	100%

Name	Date of Birth (MM/DD/YY)

Street Address

City	State	ZIP Code	Position	% Owned

Name	Date of Birth (MM/DD/YY)

Street Address

City	State	ZIP Code	Position	% Owned

Name	Date of Birth (MM/DD/YY)

Street Address

City	State	ZIP Code	Position	% Owned

Name	Date of Birth (MM/DD/YY)

Street Address

City	State	ZIP Code	Position	% Owned

** 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.

I would like to apply for a Two-Year Renewal..... ☐ Yes ☒ No

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 and Wine Code which affect my license.

Printed Name

Maru Arroyo

Title

Managing Member

Authorized Signature

Maru Arroyo

Date (MM/DD/YY)

03/18/25-4-2-25

Report and Approval of Local Licensing Authority (City/County)

Date application filed with local authority

4/2/2025

Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application)

May 13, 2025

For Transfer Applications Only - Is the license being transferred valid?..... ☒ Yes ☐ No

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

N/A ☐ 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.

N/A ☐ 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 Approves this license for a two-year renewal..... ☐ Yes ☒ No

If "No", please cite the law, regulation, local ordinance or resolution that gives the local licensing authority the ability to deny the applicant and grounds for denial. Also, please provide any and all investigative reports, and administrative or criminal action that relate or justify this denial.

Proof of Violation

Local Licensing Authority for

Town of Severance

Telephone Number

970-686-1218

☒ Town, City

☐ County

Printed Name

Signature

Printed Name

Signature

Title

Date (MM/DD/YY)

Title

Date (MM/DD/YY)

Tax Check Authorization, Waiver, and Request to Release Information

I, Maru Arroyo

am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter
"Waiver") on behalf of

(the "Applicant/Licensee")

Casa De Adobe LLC dba Tecate Grill

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)

Casa De Adobe LLC dba Tecate Grill

Social Security Number/Tax Identification Number

Home Phone Number

Business/Work Phone Number

(303) 941-6141

Street Address

1018 Mahogany Way Unit B

City

State

ZIP Code

Severance

CO

80550

Printed name of person signing on behalf of the Applicant/Licensee

Maru Arroyo, Managing Member

Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information)

Date Signed

03/18/25 4-2-25

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).

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, Lodging Facility, and Entertainment Facility 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)

Name of Business

Casa De Adobe LLC dba Tecate Grill

Home Phone Number

Cellular Number

Your Full Name (last, first, middle)

Arroyo, Maru

List any other names you have used

Maria Eugenia Arroyo Castaneda

Mailing address (if different from residence)

same

Email Address

fdozamarripa68@gmail.com

1. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)

Current Street and Number

Current City, State, ZIP

[REDACTED]

Windsor, CO 80550

From:

To:

02/2025

present

Previous Street and Number

Previous City, State, ZIP

[REDACTED]

Brighton, CO 80601

From:

To:

02/2000

02/2025

Individual History Record (Continued)

2. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)

Name of Employer or Business

Amazon

Address (Street, Number, City, State, ZIP)

P. O. Box 80726, Seattle, WA 98108

Position Held

packaging

From:

10/22/20

To:

present

Name of Employer or Business

Maru's Cleaning Service

Address (Street, Number, City, State, ZIP)

1255 Finch Ave., Brighton, CO 80601

Position Held

owner

From:

2010

To:

12/31/24

Name of Employer or Business

Address (Street, Number, City, State, ZIP)

Position Held

From:

To:

3. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.

Name of Relative

NONE

Relationship to You:

Position Held

Name of Licensee

Name of Relative

Relationship to You:

Position Held

Name of Licensee

Individual History Record (Continued)

Name of Relative

Relationship to You:

Position Held

Name of Licensee

Name of Relative

Relationship to You:

Position Held

Name of Licensee

4. 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? ☐ Yes ☒ No

(If yes, answer in detail.)

5. 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?..... ☐ Yes ☒ No

(If yes, answer in detail.)

6. 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?..... ☒ Yes ☐ No

(If yes, answer in detail.)

I received a citation for Petty Theft, a misdemeanor in Glendale County, CA on 9/10/96. The charge was amended down to an infraction by the court. I pled guilty and paid the fine. The charge arose when my 2 year old daughter who was in a stroller pulled an item from a shelf in a store. I didn't know it was in her stroller and didn't pay for it.

7. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence?..... ☐ Yes ☒ No

(If yes, answer in detail.)

Individual History Record (Continued)

8. Have you ever had any professional license suspended, revoked, or denied?..... ☐ Yes ☒ No

(If yes, answer in detail.)

Personal and Financial Information

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

Date of Birth	Social Security Number	Place of Birth		
		Durango, Mexico		
U.S. Citizen	If Naturalized, state where	When		
☒ Yes ☐ No	Colorado	08/17/23		
Name of District Court	Naturalization Certificate Number	Date of Certification		
Homeland Security		08/17/23		
If an Alien, Give Alien's Registration Card Number	Permanent Residence Card Number			
N/A	N/A			
Height	Weight	Hair Color	Eye Color	Gender
5'1"	130	Black	Brown	Female
Do you have a current Driver's License/ID? If so, give number and state. ☒ Yes ☐ No				
Driver's License Number		Driver's License State		
		Colorado		

Financial Information

9. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other.....

\$285,000.00
10. List the total amount of the **personal** investment, made by the person listed on page 1 in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid.....

\$285,000.00

NOTE: If corporate investment only, please skip to and complete question 12

NOTE: Question 10 should reflect the total of questions 11 and 13

Personal and Financial Information (Continued)

11. Provide details of the personal investment described in question 10. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment

Cash from sale of residence

Account Type

Bank Name

Residence located at

Amount

\$285,000.00

Type: Cash, Services or Equipment

Account Type

Bank Name

Amount

Type: Cash, Services or Equipment

Account Type

Bank Name

Amount

Type: Cash, Services or Equipment

Account Type

Bank Name

Amount

12. Provide details of the corporate investment described in question 9. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment

N/A

Loans

Account Type

Bank Name

Amount

Type: Cash, Services or Equipment

Loans

Account Type

Bank Name

Amount

Type: Cash, Services or Equipment

Loans

Account Type

Bank Name

Amount

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

Name of Lender

N/A

Address

Term

Security

Amount

Personal and Financial Information (Continued)

Name of Lender

Address

Term

Security

Amount

Name of Lender

Address

Term

Security

Amount

Name of Lender

Address

Term

Security

Amount

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.

Electronic signature is not accepted, physical signature is required.

[Handwritten Signature]

Print Signature

Maru Arroyo

Title

Managing Member

Date (MM/DD/YY)

03/18/25 4-2-25



AUTHORIZATION AND CONSENT TO RELEASE INFORMATION

Name: Arroyo Maru Date of Birth: [REDACTED]
(Last) (First) (Middle)

I do hereby authorize a review and full disclosure of all records specified below, or any part thereof, concerning myself, by and to ANY duly authorized employee of the Town of Severance, whether the said records are of public, private, or confidential nature.

The intent of this authorization is to give my consent for full and complete disclosure of a) the records of financial or credit institutions, including records of deposit, withdrawals, balances, loans, and also records of commercial or retail credit agencies; b) real and personal property tax statements and records, and other financial statements and records wherever filed; c) records of complaint, arrest, trial, and/or convictions for alleged or actual violations of the law, including criminal, civil and/or traffic records wheresoever located.

I understand that all information obtained by a personal history background investigation, which is developed directly or indirectly, in whole or in part, upon this release authorization will be considered in determining my suitability for licensing by the Police Services Department and by the Severance Local Licensing Authority. I further authorize the Town of Severance and its Local Licensing Authority to discuss, in a public forum, any and all findings regarding my financial, moral, educational, and character qualifications. I understand that any information or records obtained by the Town may become public records available upon request by the public pursuant to the Colorado Open Records Act, § 24-72-201 et seq., C.R.S..

By signing, I agree to indemnify and hold harmless the Town of Severance, its members, affiliates, officers, directors, partners, agents, and employees, from and against all claims, damages, losses and expenses, including reasonable attorney's fees, arising out of or by reason of complying with this request.

MUST BE SIGNED IN THE PRESENCE OF A NOTARY

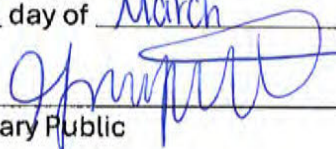
[Signature]
Applicant Signature

3-24-25
Date

State of Colorado)
)ss.
County of Weld)



Subscribed and sworn to before me this 24th day of March, 2025.


Notary Public

01/09/2029
My Commission Expires

[SEAL]

GRACE GUENTHER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20254000933
MY COMMISSION EXPIRES 01/09/2029

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

FOR

CASA DE ADOBE LLC

A Member-Managed Limited Liability Company

ARTICLE I

Company Formation

1.1 FORMATION. The Member hereby does form a Limited Liability Company (“Company”) subject to the provisions of the Limited Liability Company Act as currently in effect as of this date. Articles of Organization were filed with the Secretary of State of the State of Colorado on December 18, 2024.

1.2 NAME. The name of the Company is: CASA DE ADOBE LLC.

1.3 REGISTERED AGENT. The name and location of the registered agent of the Company is: Maru Arroyo, 1255 Finch Ave., Brighton, CO 80601.

1.4 TERM. The Company shall continue for a perpetual period unless,

(a) The Member votes for dissolution; or

(b) Any event occurs which makes it unlawful for the business of the Company to be carried on by the Member; or

(c) Any other event causing dissolution of this Limited Liability Company under the laws of the State of Colorado.

1.5 CONTINUANCE OF COMPANY. Notwithstanding the provisions of ARTICLE 1.4, in the event of an occurrence described in ARTICLE 1.4(c), if there is at least one remaining Member, said remaining Member shall have the right to continue the business of the Company. Such right can be exercised by the written vote of the remaining Member within ninety (90) days after the occurrence of an event described in ARTICLE 1.4(c). If not so exercised, the right of the Member to continue the business of the Company shall expire if that member desires.

1.6 BUSINESS PURPOSE. The purpose of the Company is to operate any lawful business.

1.7 PRINCIPAL PLACE OF BUSINESS. The location of the principal place of business of the Company shall be: 1255 Finch Ave., Brighton, CO 80601.

The principal place of business may be changed to a location the Member may select. The Member may also choose to store company documents at any address the Member chooses.

1.8 **MEMBER.** The name and place of residence of the Member is contained in Exhibit 1 attached to this Agreement.

1.9 **ADMISSION OF ADDITIONAL MEMBERS.** Except as otherwise expressly provided in this Agreement, additional members may be admitted to the Company through issuance by the Company of new membership units in the Company or a sale of a percent of current Member's interest.

ARTICLE II

Capital Contributions

2.1 **INITIAL CONTRIBUTIONS.** The Member initially shall contribute to the Company \$1000.00.

2.2 **ADDITIONAL CONTRIBUTIONS.** Except as provided in ARTICLE 6.2, no Member shall be obligated to make any additional contribution to the Company's capital.

ARTICLE III

Profits, Losses and Distributions

3.1 **PROFITS/LOSSES.** For financial accounting and tax purposes the Company's net profits or net losses shall be determined on an annual basis and shall be allocated to the Members in proportion to each Member's relative capital interest in the Company as set forth in Exhibit 1 as amended from time to time in accordance with Treasury Regulation 1.704-1.

3.2 **DISTRIBUTIONS.** The Member shall determine and distribute available funds annually or at more frequent intervals as the Member sees fit. Available funds, as referred to herein, shall mean the net cash of the Company available after appropriate provision for expenses and liabilities, as determined by the Member. Distributions in liquidation of the Company or in liquidation of a Member's interest shall be made in accordance with the positive capital account balances pursuant to Treasury Regulation 1.704-1(b)(2)(ii)(b)(2). To the extent a Member shall have a negative capital account balance, there shall be a qualified income offset, as set forth in Treasury Regulation 1.704-1(b)(2)(ii)(d).

3.3 **C CORPORATION ELECTION.** The Member may elect to be treated as a C corporation at any time to keep the profits of the LLC at the company level and not be forced to distribute profits to the Member.

ARTICLE IV

Management

4.1 **MANAGEMENT OF THE BUSINESS.** The management of the business is vested in the Member, Maru Arroyo, also known as "Managing Member."

4.2 MEMBER. The liability of the Member shall be limited as provided pursuant to applicable law. The Member is in control, management, direction, and operation of the Company's affairs and shall have powers to bind the Company with any legally binding agreement, including setting up and operating a LLC company bank account.

4.3 POWERS OF THE MEMBER. The Member is authorized on the Company's behalf to make all decisions in accordance with ARTICLE 4.2 as to (a) the sale, development, lease or other disposition of the Company's assets; (b) the purchase or other acquisition of other assets of all kinds; (c) the management of all or any part of the Company's assets; (d) the borrowing of money and the granting of security interests in the Company's assets; (e) the pre-payment, refinancing or extension of any loan affecting the Company's assets; (f) the compromise or release of any of the Company's claims or debts; and (g) the employment of persons, firms or corporations for the operation and management of the company's business. In the exercise of its management powers, the Member is authorized to execute and deliver (a) all contracts, conveyances, assignments, leases, sub-leases, franchise agreements, licensing agreements, management contracts and maintenance contracts covering or affecting the Company's assets; (b) all checks, drafts and other orders for the payment of the Company's funds; (c) all promissory notes, loans, security agreements and other similar documents; and (d) all other instruments of any other kind relating to the Company's affairs, whether like or unlike the foregoing.

4.4 NOMINEE. Title to the Company's assets shall be held in the Company's name or in the name of any nominee that the Member may designate. The Member shall have power to enter into a nominee agreement with any such person, and such agreement may contain provisions indemnifying the nominee, except for his willful misconduct.

4.5 COMPANY INFORMATION. Upon request, the Managing Member, if there is one appointed, shall supply to any member information regarding the Company or its activities. Each Member or his authorized representative shall have access to and may inspect and copy all books, records and materials in the Managing Member's possession regarding the Company or its activities.

4.6 EXCULPATION. Any act or omission of the Member, the effect of which may cause or result in loss or damage to the Company or other members, if done in good faith to promote the best interests of the Company, shall not subject the Member to any liability.

4.7 INDEMNIFICATION. The Company shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, in a pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he is or was a Member of the Company, Manager, employee or agent of the Company, or is or was serving at the request of the Company, for instant expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Member acted in good faith and in a manner he/she reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, has no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "nolo contendere" or its

equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he/she reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was lawful.

4.8 **RECORDS.** The Member shall cause the Company to keep at its principal place of business or other location the following:

- (a) A copy of the Articles of Organization and the Company Operating Agreement and all amendments;
- (b) Copies of the Company's federal, state and local income tax returns and reports, if any, for the three most recent years;
- (c) Copies of any financial statements of the Company for the three most recent years.

ARTICLE V

Compensation

5.1 **MEMBER MANAGEMENT FEE.** Any Member rendering services to the Company shall be entitled to compensation commensurate with the value of such services.

5.2 **REIMBURSEMENT.** The Company shall reimburse the Member for all direct out-of-pocket expenses incurred by the Member in managing the Company.

ARTICLE VI

Bookkeeping

6.1 **BOOKS.** The Member shall maintain complete and accurate books of account of the Company's affairs at the Company's principal place of business or other agreed location. Such books shall be kept on such method of accounting as the Member shall select. The company's accounting period shall be the calendar year.

6.2 **MEMBER'S ACCOUNTS.** The Member shall maintain separate capital and distribution accounts for each member. Each member's capital account shall be determined and maintained in the manner set forth in Treasury Regulation 1.704-1(b)(2)(iv) and shall consist of his initial capital contribution increased by:

- (a) Any additional capital contribution made by him/her;
- (b) Credit balances transferred from his distribution account to his capital account; and decreased by:
 - (i) Distributions to him/her in reduction of Company capital;

(ii) The Member's share of Company losses if charged to his/her capital account.

6.3 REPORTS. The Member shall close the books of account after the close of each calendar year, and shall prepare and send to each member a statement of such Member's distributive share of income and expense for income tax reporting purposes.

ARTICLE VII

Transfers

7.1 TRANSFERS. A Member may not sell, offer for sale, assign, pledge, mortgage, hypothecate, or otherwise transfer or encumber all or any part of his interest in the Company, either directly or indirectly, in the absence of the unanimous written consent of all other Members.

7.2 SALES CONDITIONS. A Member may sell his Company interest, but only after he has first offered it to the Company as follows:

(a) The Member shall give written notice to the Limited Liability Company that he desires to sell his interest. He shall attach to that notice the written offer of a prospective purchaser to buy the interest. This offer shall be complete in all details of purchase price and terms of payment. The Member shall certify that the offer is genuine and in all respects what it purports to be.

(b) For 90 days from receipt of the written notice from the Member, the Limited Liability Company shall have the option to retire the interest of the Member at the price and on the terms contained in the offer submitted by the Member.

(c) If the Limited Liability Company does not exercise the option to acquire his interest during this time period, the Member shall be free to sell his Limited Liability Company interest to the said prospective purchaser for a period of 30 days for the price, and on the terms contained in the certified offer submitted by the member. If a sale is not consummated during that time, a new offer to the Limited Liability Company must be made.

7.3 EFFECT OF DEATH, LEGAL INCAPACITY, ETC. OF MEMBER. The death, legal incapacity, retirement, resignation, bankruptcy, expulsion, dissolution or termination of any one or more of the Members shall not terminate the Limited Liability Company if, within ninety (90) days, the business of the Limited Liability Company is continued by consent of all remaining Members.

(a) A deceased, incompetent or disabled Member's interest in the Limited Liability Company and obligations under this Agreement shall, in such event, pass to his or their personal representative, conservator or legal successor, subject to the terms and conditions of this Agreement; and the Limited Liability Company shall continue as a Limited Liability Company. The estate or successor of the Member shall be liable for all his obligations as a Member. In no event however, shall a personal representative, administrator, trustee, committee, conservator,

representative, or successor become a substituted Member without compliance with all Articles and provisions herein relating to the addition of new Members.

(b) If a Member is a corporation, trust or other entity and is dissolved or terminated, the legal representative or successor of said Member may exercise all of the powers of an assignee or transferee of the Member, subject to compliance with the terms and conditions of this Agreement.

(c) In the event that a deceased or incompetent Member's successor is not acceptable to the other Members and/or does not agree to be bound by this Agreement or fails to meet any other terms and conditions required of a substituted Member, such successor does not become a Member of this Limited Liability Company, but only becomes a recipient of the deceased or incompetent Member's economic interest. In such event, the successor shall have no management rights, no right to vote, no right to dissolve the Limited Liability Company, no right to inspect and copy Limited Liability Company records, no right to obtain Limited Liability Company financial records including copies of the Limited Liability Company's tax returns, and no right to demand a formal accounting of the Limited Liability Company's affairs.

7.4 RESIGNATION/WITHDRAWAL. If a Member wishes to resign or withdraw from the Limited Liability Company, the Member shall first offer in writing to sell his interest to the Limited Liability Company at the value determined in accordance with subparagraph (a) hereof. If the Limited Liability Company wishes to purchase said interest, the Limited Liability Company shall notify the offering Member of its decision within thirty (30) days after receipt of the offer. If the Limited Liability Company accepts said offer, payment shall be in accordance with subparagraph (b) hereof, or as mutually agreed by the resigning Member and the Limited Liability Company.

(a) In the event of a sale under the provisions of this paragraph 7.4, the sales price shall be 100% of the current fair market value of the Member's proportionate interest. The Limited Liability Company's certified public accountant shall redetermine the current fair market value from time to time, as requested by the Members. Such redetermined value shall be reflected in the minutes of the Limited Liability Company.

(b) In the event of a sale, as aforesaid, the purchase price shall be paid as follows: The Limited Liability Company shall pay 20% of the value of the resigning Member's interest in cash upon acceptance of the resigning Member's offer and shall at the same time execute a promissory note in the resigning Member's favor for the balance, payable in equal monthly installments over forty-eight months, together with interest thereon at the rate of 4% per annum.

(c) In the event that the Limited Liability Company elects not to purchase the withdrawing Member's interest, the withdrawing Member may either withdraw his notice of resignation/withdrawal, or may proceed. If the Member proceeds, the Member shall retain his economic interest in the Limited Liability Company only, and shall lose all other rights.

7.5 SUBSTITUTED MEMBERS. A substituted Member is a person admitted to all the rights of a Member who has died or assigned his interest in the Limited Liability Company. No

assignee, transferee, donee, legatee, or distributee (by conveyance, operation of law, or otherwise) of all or any part of a Member's interest in the Limited Liability Company shall have the right to become a Member as that term is defined in the Colorado Limited Liability Company Act unless (a) every Member consents in writing; and (b) such assignee, transferee, donee, legatee, or distributee executes and delivers a copy of this Agreement as amended and such other documents and takes such other actions as the Members shall reasonably deem necessary or advisable to cause him to become a substituted Member, and pays all reasonable expenses required by the Members to be paid in connection therewith, which may include without limitation the cost of attorney review and attorney advice on preparing and filing amended Articles of Organization as may be advisable.

7.6 TRANSFER PROHIBITION. Anything in this Agreement to the contrary notwithstanding, no Member or other person who has become the holder of an interest in this Limited Liability Company shall transfer, assign, or encumber all or any portion of his interest in the Limited Liability Company during any fiscal year if such transfer, assignment, or encumbrance would result in the termination of the Limited Liability Company's tax status for purposes of the then-applicable provisions of the Internal Revenue Code, currently in effect and as hereafter amended.

7.7 RIGHTS OF CREDITORS. Rights of creditors against Members shall be as described in Colorado Revised Statutes §7-80-703, as currently in existence and as amended in the future.

ARTICLE VIII

Dissolution

8.1 DISSOLUTION. The Member may dissolve the LLC at any time.

8.2 LIQUIDATION. In the event of dissolution and following the sale of all of the Limited Liability Company's assets, the assets of the Limited Liability Company shall be paid and distributed as follows:

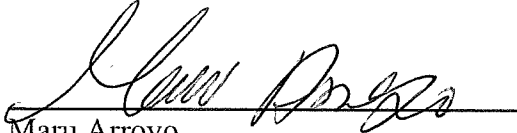
- (a) To creditors, including Members who are creditors, to the extent otherwise permitted by law, in satisfaction of liabilities of the Limited Liability Company other than liabilities for distributions to Members under sections 7-80-601 or -03 of the Colorado Limited Liability Company Act;
- (b) To Members and former Members of the Limited Liability Company in satisfaction of liabilities for distributions under sections 7-80-601 or -603 of the Colorado Limited Liability Company Act; and
- (c) To Members of the Limited Liability Company for the return of their contributions and respecting their membership interests in the proportions in which the Members share in distributions.

CERTIFICATE OF FORMATION

This Company Operating Agreement is entered into and shall become effective as of the Effective Date by and among the Company and the person executing this Agreement as Member. It is the Member's express intention to create a limited liability company in accordance with applicable law, as currently written or subsequently amended or redrafted.

The undersigned hereby agree, acknowledge, and certify that the foregoing operating agreement is adopted and approved by each member, the agreement consisting of 8 pages, constitutes, together with Exhibit 1, the Operating Agreement of CASA DE ADOBE LLC, adopted by the Member as of December 18, 2024.

Member:

A handwritten signature in black ink, appearing to read "Maru Arroyo", is written over a horizontal line.

Maru Arroyo
Percent: 100%

EXHIBIT 1

LISTING OF MEMBERS

As of the 18th day of December, 2024, the following is a list of Members of the Company:

Name: Maru Arroyo

Percent: 100%



ASSIGNMENT AND ASSUMPTION OF LEASE AND CONSENT TO ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AND CONSENT TO ASSIGNMENT AND ASSUMPTION OF LEASE ("**Assignment**") is made and entered into as of this 3/21/2025 day of March, 2025, by and among SEVPAL, LLC, a Colorado limited liability company (hereinafter referred to as the "**Landlord**"), RIVERA DE CHAPALA, LLC, a Colorado limited liability company (hereinafter referred to as "**Assignor**") and CASA DE ADOBE LLC, a Colorado limited liability company ("**Assignee**"). Landlord, Assignor and Assignee may hereinafter be referred to individually as a "Party", or collectively as the "Parties".

WITNESSETH:

WHEREAS, Landlord and Assignor, as Tenant, entered into that certain Severance Lease dated February 22, 2023 (the "**Lease**"), pursuant to which Landlord would lease to Tenant those certain commercial premises consisting of approximately 3,520 square feet and being identified as Unit B within the building located at 1018 Mahogany Way, Severance, Colorado 80550, as further described in the Lease (the "**Premises**");

WHEREAS, Assignor, as Seller and Assignee as Purchaser entered into that certain Asset Purchase Contract dated November 14, 2024 (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Purchase Agreement**"), pursuant to which Assignee would purchase from Assignor certain defined assets used in connection with the operation of a restaurant and bar known as "Tecate Grill" located on the Premises (the "**Business**"); and

WHEREAS, in connection with the conveyance of the assets from Assignor to Assignee in accordance with the terms and conditions of the Purchase Agreement, and in order to facilitate the continued operation of "Tecate Grill" located on the Premises, Assignor will assign to Assignee, subject to the consent of Landlord, all of its right, title and interest as tenant under the Lease.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the following terms, conditions and covenants:

1. Assignor hereby assigns and transfers to Assignee all of Assignor's right, title and interest in, to and under the Lease, together with all rights and interests of Assignor in and to the Premises and in and to any other instruments and agreements affecting the Lease and/or the Premises.
2. Assignee hereby affirmatively and unequivocally accepts the assignment of all of Assignor's right, title and interest in the Lease and agrees to the payment and performance of all covenants, agreements, terms, provisions, conditions, limitations and other obligations accruing or to be paid or performed on the part of Assignee, as tenant under the Lease from and after the Effective Date of this Assignment.
3. Assignor hereby indemnifies and agrees to hold Assignee, its members, officers, directors, shareholders, insurers, agents, attorneys, representatives, successors and assigns, harmless from and against any and all damages, losses, liabilities, claims, taxes, assessments, penalties, liens, judgments, costs, expenses, actions and cause of actions, including, without limitation, reasonable attorney's fees and disbursements and costs of investigation incurred by or asserted against Assignee arising from or

in connection with the Lease and Assignor's use of the Premises which are attributable to acts, omissions or events occurring prior to the Effective Date of this Assignment.

4. Assignee hereby indemnifies and holds Assignor and its members, officers, directors, shareholders, agents, insurers, attorneys, representatives, successors and assigns harmless from and against any and all damages, losses, liabilities, claims, taxes, assessments, penalties, liens, judgments, cost, expenses, actions and cause of actions, including, without limitation, reasonable attorney's fees and disbursements and costs of investigation incurred by or asserted against Assignor arising from or in connection with the Lease and Assignee's use of the Premises which are attributable to acts, omissions or events occurring from and after the Effective Date of this Assignment.

5. Landlord hereby expressly and unequivocally consents to the assignment of the Lease as contemplated by this Assignment subject to the foregoing: (i) except as otherwise provided herein, this Assignment shall in no way release, relieve or reduce any liability of Assignor for the performance of the covenants, duties and obligations of Assignor under the Lease, whether accruing prior to, on or after the Effective Date hereof; (ii) except as otherwise provided herein, this Assignment shall in no way release, relieve or reduce any liability of Francisco Galvan or Emiliano Arechiga Contreras or (collectively, the "**Original Guarantors**") for the performance of the covenants, duties and obligations of Original Guarantors under the Lease, whether accruing prior to, on or after the Effective Date hereof, except that Guarantors' liability shall cease as of the end of the Initial Lease Term; (iii) Maru Arroya, an individual resident of the State of Colorado (the "**New Guarantors**") shall execute and deliver a Guaranty ("**New Guaranty**") to Landlord simultaneously with Landlord's execution of this Assignment in the form attached hereto as Exhibit "A"; (iv) this Assignment shall in no way act as Landlord's consent to any other future or subsequent transfers, which consent the Landlord may grant or withhold in accordance with the Lease; (v) Assignor and/or Assignee shall be responsible for reimbursing Landlord for its expenses and legal fees incurred in approving this Assignment; and (vi) Landlord shall not have any responsibility or liability to the Assignor or to the Assignee regarding the Assignment of the Lease or any action by the Landlord related thereto, and the Assignor and/or Assignee, shall pay to Landlord its costs, charges and expenses, including without limitation reasonable attorneys' fees, incurred by the Landlord that relate in any way to the Assignment.

6. Assignor represents and warrants to Assignee that (i) it has full right, title and authority to assign the Lease to Assignee (subject to the consent of Landlord, as set forth herein), (ii) it has made no prior assignments or created any subleases under the Lease, (iii) it has not encumbered, hypothecated, pledged, mortgaged or otherwise created any kind of security interest in its leasehold interest under the Lease.

7. Landlord represents and warrants to Assignor and Assignee that (a) this Assignment shall not constitute an event of default under the Lease; (b) that as of the Effective Date hereof the Assignor is not in default under any terms and conditions of the Lease and the Lease remains in full force and effect; and (c) Landlord has full power and authority to execute this Assignment and has fee title to the Premises and that this Assignment shall vest in Assignee the full rights as tenant under the Lease.

8. Landlord is presently holding a security deposit from Assignor in the sum of Seven Thousand Nine Hundred Twenty and No/100 U.S. Dollars (\$7,920.00) (the "Security Deposit"). The parties acknowledge and agree that following the Assignment, Landlord shall refund the Security Deposit to Emiliano A. Contreras. Assignee hereby agrees that it shall be responsible to pay the Security Deposit in the amount of \$7,920.00 to the Landlord at the Closing of the Purchase Agreement.

9. Any notice which may or shall be given under the terms of the Lease or this Assignment shall be in writing and shall either be delivered by hand or sent by U.S. Registered or Certified Mail, adequate postage prepaid, if for Landlord, to the address set forth in the Lease; if for Assignee at 2182 Skys End Dr. D-4, Windsor, CO 80550. Landlord's and Assignee's addresses may be changed from time to time by giving notice as provided above.

10. This Assignment shall be binding upon and to inure to the benefit of the Seller, Purchaser and their respective successors, heirs and assigns.

11. This Assignment shall be governed by and construed in accordance with the laws of the State of Colorado. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures on this Assignment which are transmitted electronically or via facsimile shall be valid for all purposes and have the same force and effect as original signatures. Any Party shall, however, deliver an original signature on this Assignment to any other Party upon request. Should any provisions of this Assignment require judicial interpretation, it is agreed that the court interpreting or construing this Assignment shall not construe it against one (1) Party more strictly by reason of rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared such document; it being agreed that all Parties have participated in the preparation hereof, and that the Parties had opportunity to consult with legal counsel prior to the execution hereof.

12. Landlord acknowledges that the Initial Lease Term expires on 11/30/2028.

13. This Assignment and Assumption of Lease and Consent to Assignment and Assumption of Lease shall be effective on the Closing of the Purchase Agreement ("Effective Date"). In the event a Closing has not occurred by May 1, 2025, this document shall be deemed null and void by written notice of any Party to the other Parties.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed, sealed and delivered the day and year first above written.

LANDLORD:

SEVPAL, LLC,
a Colorado limited liability company

Signed by:
By: Jay Feaval
Name: Jay Feaval
Title: Manager

ASSIGNOR:

RIVERA DE CHAPALA, LLC,
a Colorado limited liability company

DocuSigned by:
By: Fa Z Galvan R
Name: Francisco Galvan
Title: Manager

ASSIGNEE:

CASA DE ADOBE, LLC
a Colorado limited liability company

Signed by:
By: Manu Arroyo
Name: Manu Arroyo
Title: Manager

Approved and Consented to by:

ORIGINAL GUARANTORS:

DocuSigned by:
Fa Z Galvan R
Francisco Galvan, Individually

DocuSigned by:
Emiliano Arechiga
Emiliano Arechiga Contreras, Individually

NEW GUARANTOR:

Signed by:
Manu Arroyo
Manu Arroyo, Individually

EXHIBIT "A"

LEASE GUARANTY

3/21/2025

THIS GUARANTY is given as of this ____ day of March, 2025, by Maru Arroyo of 2182 Skys End Dr. D-4, Windsor, CO 80550 (hereinafter referred to as the "Guarantor").

WITNESSETH:

WHEREAS, Sevpal, LLC, a Colorado limited liability company ("Landlord") entered into that certain Severance Lease dated February 22, 2023 ("Lease") with Rivera De Chapala, LLC, a Colorado limited liability company ("Assignor") pertaining to approximately 3,520 rentable square feet of space located in Space B at 1018 Mahogany Way, Severance, Colorado (the "Premises");

WHEREAS, Assignor has assigned its entire right, title and interest in, to and under the Lease to Casa De Adobe LLC, a Colorado limited liability company ("Assignee" or "Tenant") pursuant to that certain Assignment and Assumption of Lease and Consent to Assignment and Assumption of Lease dated March 3/25/2025 ("Assignment"); and

WHEREAS, Landlord is willing to consent to the Assignment, on the condition of receiving the Guaranty from Guarantor as herein contained.

NOW, THEREFORE, for and in consideration of leasing the Premises by Landlord to Assignee in accordance with the terms and provisions of the Lease, which terms are hereby accepted and ratified by Assignee, to induce Landlord to execute and deliver the Assignment and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Guarantor, Guarantor hereby agree as follows:

1. Guarantor hereby represents and warrants to Landlord that:
 - a. Guarantor acknowledges that Guarantor is financially interested in Tenant.
 - b. Guarantor further warrants and represents that the financial information provided to Landlord by Tenant and Guarantor, upon which Landlord may have relied upon when consenting to the Assignment, is currently accurate.
 - c. Guarantor is currently in compliance with and shall at all times during the term of the Lease (including any further extensions or renewals) remain in compliance with the regulations of the Office of Foreign Assets Control ("OFAC") of the United States Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) and any statute, executive order (including the September 24, 2001, Executive Order Blocking Property

and Prohibiting Transactions with Persons Who Commit, Threaten to Commit or Support Terrorism), or other governmental action relating thereto.

d. This Guaranty has been duly executed and delivered by the Guarantor and constitutes lawful, binding and legally enforceable obligations.

2. Guarantor hereby unconditionally and irrevocably guarantees the prompt and faithful performance of all of the terms and provisions of the Lease by Tenant and any assignee of Tenant, including, but not limited to, the payment of all installments of rent and other sums due to Landlord thereunder. Guarantor does hereby waive each and every notice to which Guarantor may be entitled under said Lease, or otherwise, and expressly consents to any extension of time, leniency, modification, relocation, waiver, forbearance, or any change which may be made in any term and condition of the Lease, and no such change, modification, relocation, extension, waiver, or forbearance will release Guarantor from any liability or obligation hereby incurred or assumed. Guarantor further expressly waives any notice of default in or under any of the terms of the Lease, and notice of acceptance of this Guaranty; provided, however, Guarantor will be given the same right to cure Tenant's default as that is afforded to Tenant under the Lease.

3. It is specifically understood and agreed that, in the event of a default by Tenant of the terms and provisions of the Lease and after expiration of any applicable grace period, Landlord will be entitled to commence any action or proceeding against the Guarantor or otherwise exercise any available remedy at law or in equity to enforce the provisions of this Guaranty without first commencing any action or otherwise proceeding against Tenant or otherwise exhausting any or all of its available remedies against Tenant, it being expressly agreed by the undersigned that its liability under this Guaranty will be primary. Landlord may maintain successive actions for other defaults. Its rights hereunder will not be exhausted by its exercise of any of its rights or remedies or by any such action or by any number of successive actions, until and unless all obligations hereby guaranteed have been paid and fully performed.

4. In the event that an action be commenced under this Guaranty, the prevailing party shall be entitled to recover from the nonprevailing party all reasonable costs incurred in connection therewith, including reasonable attorneys' fees.

5. No payment by Guarantor will entitle Guarantor under any obligations owed by Tenant to Guarantor, by subrogation or otherwise, to any payment by Tenant under or out of the property of the Tenant, including specifically, but not limited to, the revenues derived from the Premises.

6. This Guaranty will inure to the benefit of Landlord, its successors and assigns and will be binding upon the heirs, personal representatives, successors and assigns of the Guarantor.

7. The liability of the Guarantor hereunder will in no way be affected by, and Guarantor expressly waives any defenses that may arise by reason of, (a) the release or discharge of the Tenant in any creditors', receivership, bankruptcy or other proceedings, (b) the impairment, limitation or modification of the liability of the Tenant or the estate of the Tenant in bankruptcy, or of any remedy for the enforcement of the Tenant's said liability under the Lease, resulting from the operation of any present or future provision of the Federal Bankruptcy Code or other debtor's

relief statute; (c) the rejection or disaffirmance of the Lease in any such proceedings; (d) the modification, assignment or transfer of the Lease by the Tenant; (e) any disability or other defense of the Tenant except those which have been recognized by a court of law in an action in which Landlord is a party; or (f) the cessation from any cause whatsoever of the liability of the Tenant except those which have been recognized by a court of law in an action in which Landlord is a party.

8. Guarantor agrees that in the event Tenant will become insolvent or will be adjudicated a bankrupt, or will file a petition for reorganization, arrangement or similar relief under any present or future provisions of the Federal Bankruptcy Code, or any similar law or statute of the United States or any state thereof, or if such a petition filed by creditors of Tenant will be approved by a court, or if Tenant will seek a judicial readjustment of the rights of its creditors under any present or future federal or state law or if a receiver of all or part of its property and assets is appointed by any federal or state court:

a. If the Lease will be terminated or rejected, or the obligations of Tenant thereunder will be modified, Landlord will have the option either (i) to require the undersigned, and the undersigned hereby so agrees, to execute and deliver to Landlord a new lease as tenant for the balance of the term then remaining as provided in the Lease and upon the same terms and conditions as set forth therein, or (ii) to recover from the undersigned that which Landlord would be entitled to recover from Tenant under the lease in the event of a termination of the Lease by Landlord because of a default by Tenant, and such will be recoverable from the undersigned without regard to whether Landlord is entitled to recover the same from Tenant in any such proceeding.

b. If any obligation under the Lease is performed by Tenant and all or any part of such performance is avoided or recovered from Landlord as preference, fraudulent transfer or otherwise, in any bankruptcy, insolvency, liquidation, reorganization or other proceeding involving Tenant, the liability of Guarantor under this Guaranty will remain in full force and effect.

c. As further security for the payment of amounts under this Guaranty, Guarantor will file all claims against Tenant upon any indebtedness of Tenant to the undersigned in any bankruptcy or other proceeding in which the filing of claims is required by law and will assign to Landlord all rights of the undersigned thereunder, to the extent of Guarantor's obligations under this Guaranty. If Guarantor does not file any such claim, Landlord, as attorney-in-fact for Guarantor is hereby authorized to do so in the name of Guarantor or, in Landlord's discretion, to assign the claim and to cause proof of claim to be filed in the name of Landlord's nominee. In all such cases, whether in administration, bankruptcy or otherwise, the person or persons authorized to pay such claim will pay to Landlord the full amount thereof, and, to the full extent necessary for that purpose, Guarantor hereby assigns to Landlord all of Guarantor's rights to any such payments or distributions to which Guarantor would otherwise be entitled.

9. This Guaranty will be enforced in accordance with the laws of the State of Colorado and will be deemed executed in the City of Fort Collins, State of Colorado. Guarantor hereby consents to and submits to the jurisdiction of the federal and state courts located in the State of Colorado and any action or suit under this Guaranty by Guarantor will only be brought in the federal or state

court with appropriate jurisdiction over the subject matter established or sitting in the State of Colorado. Guarantor will not raise, in connection with any action or suit under the Guaranty, and hereby waives any defenses based on the venue, inconvenience of forum, lack of personal jurisdiction, or the like in any such action or suit brought in the State of Colorado.

GUARANTOR:

Signed by:

Maru Arroyo

964840B0FC67460
Maru Arroyo

Date: 3/21/2025



**AFFIDAVIT OF HOTEL & RESTAURANT
LICENSEE**

Colorado Revised Statute § 44-3-413(2)(a) requires at least 25% of the gross income of a liquor outlet with a Hotel and Restaurant Liquor License to be derived from the sale of food.

The establishment listed below certifies that 25% of the gross income of this business is derived from the sale of food.

Casa De Adobe LLC

Name of Establishment

1018 Mahogany Way Unit B
Severance, CO 80550

Address of Establishment

[Handwritten Signature]

Licensee Signature

3-24-25

Date

State of Colorado)
) SS.
County of Weld)

Subscribed and sworn to before me this 24th day of March, 2025

[Handwritten Signature]
Notary Public

My commission expires: 01/09/2029

**GRACE GUENTHER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20254000933
MY COMMISSION EXPIRES 01/09/2029**

Wholesaler Affidavit of Compliance

Section 44-3-303(1)(d), C.R.S.

Wholesaler Licensee Name (If an LLC; partnership; corporation or name of corporation)

High Country Beverage Corp

Trade Name of Establishment / Doing Business As (DBA)

High Country Beverage Corp

License Number

23687180001

Phone Number

970-622-8444

Email Address

hcb.ar@hcbeer.com

Physical Address

4200 Ronald Reagan Blvd.

City

Johnstown

State

CO

ZIP Code

80534

Transferor Retailer Licensee Name

Rivera de Chapala LLC

Trade Name of Establishment / Doing Business As (D B A)

Tecate Grill

License Number

03-18752

Phone Number

(719)460-9243

Physical Address

1018 Mahogany Way Unit B

City

Severance

State

CO

ZIP Code

80550

The above wholesaler affirms that all alcohol beverages delivered to the above transferor retailer are:

☒ Paid in Full (only for the purposes of complying with section 44-3-303(1)(d), C.R.S.)

Note: If Paid in full is selected, the wholesaler may no longer extend credit to the transferor until the local and state licensing authorities have approved the transfer of the liquor license.

☐ Not Paid in Full

Wholesaler

High Country Beverage Corp

Printed Name

Courtney Isbell

Title

Accounts Receivable Lead

Signature

Courtney Isbell

Date (MM/DD/YY)

3/26/25

Wholesaler Affidavit of Compliance

Section 44-3-303(1)(d), C.R.S.

Wholesaler Licensee Name (If an LLC; partnership; corporation or name of corporation)

Beverage Distributors Company LLC

Trade Name of Establishment / Doing Business As (DBA)

Breakthru Beverage Colorado

License Number

40-04782-0001--04

Phone Number

303-371-3421

Email Address

JJJJohnson@BreakthruBev.com

Physical Address

3980 Central Park Blvd

City

Denver

State

CO

ZIP Code

80238

Transferor Retailer Licensee Name

Rivera De Chapala LLC

Trade Name of Establishment / Doing Business As (D B A)

Tecate Grill

License Number

03-18752

Phone Number

970-539-6156

Physical Address

1018 Mahogany Way Unit B

City

Severance

State

CO

ZIP Code

80550

The above wholesaler affirms that all alcohol beverages delivered to the above transferor retailer are:

☒ Paid in Full (only for the purposes of complying with section 44-3-303(1)(d), C.R.S.)

Note: If Paid in full is selected, the wholesaler may no longer extend credit to the transferee or transferor until the local and state licensing authorities have approved the transfer of the liquor license.

☐ Not Paid in Full

Wholesaler

Breakthru Beverage Colorado

Printed Name

Jaime J Johnson

Title

Credit Associate III

Signature

Jaime J Johnson

Date (MM/DD/YY)

03/25/25

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Casa De Adobe LLC

is a

Limited Liability Company

formed or registered on 12/18/2024 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20248332450 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/20/2025 that have been posted, and by documents delivered to this office electronically through 03/21/2025 @ 08:59:24 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 03/21/2025 @ 08:59:24 in accordance with applicable law. This certificate is assigned Confirmation Number 17119288 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****
Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

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 Casa De Adoba LLC**The principal office street address is**1255 Finch Ave
Brighton CO 80601
US**The principal office mailing address is**1255 Finch Ave
Brighton CO 80601
US**The name of the registered agent is** Maru Arroyo**The registered agent's street address is**1255 Finch Ave
Brighton CO 80601
US**The registered agent's mailing address is**1255 Finch Ave
Brighton CO 80601
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 companyMaru Arroyo
1255 Finch Ave
Brighton CO 80601
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

Maru Arroyo
1255 Finch Ave
Brighton CO 80601
US



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
ID#: 20248332450
Document #: 20248332485
Filed on: 12/18/2024 02:56:11 PM
Paid: \$10.00

ABOVE SPACE FOR OFFICE USE ONLY

Statement of Correction Correcting the Entity Name
filed pursuant to §7-90-305 of the Colorado Revised Statutes (C.R.S.)

1. For the entity, its ID number and entity name are

ID number 20248332450
(Colorado Secretary of State ID number)

Entity name
Case De Adobe LLC

2. The document number of the filed document being corrected is 20248332461

3. The entity name is incorrect.

4. Such entity name, as corrected, is
Casa De Adobe LLC

5. ☐ This document contains additional information as provided by law.

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 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., 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.

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

Arroyo	Maru		
(Last)	(First)	(Middle)	(Suffix)
<u>1255 Finch Avenue</u>			
(Street name and number or Post Office Box information)			
Brighton	CO	80601	
(City)	(State)	(Postal/Zip Code)	
<u>United States</u>			
(Province - if applicable)		(Country - if not U.S.)	

(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).



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
ID#: 20251314484
Document #: 20251314484
Filed on: 03/21/2025 09:05:53 AM
Paid: \$20.00

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>20248332450</u> <i>(Colorado Secretary of State ID number)</i>
True name	<u>Casa De Adobe 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.

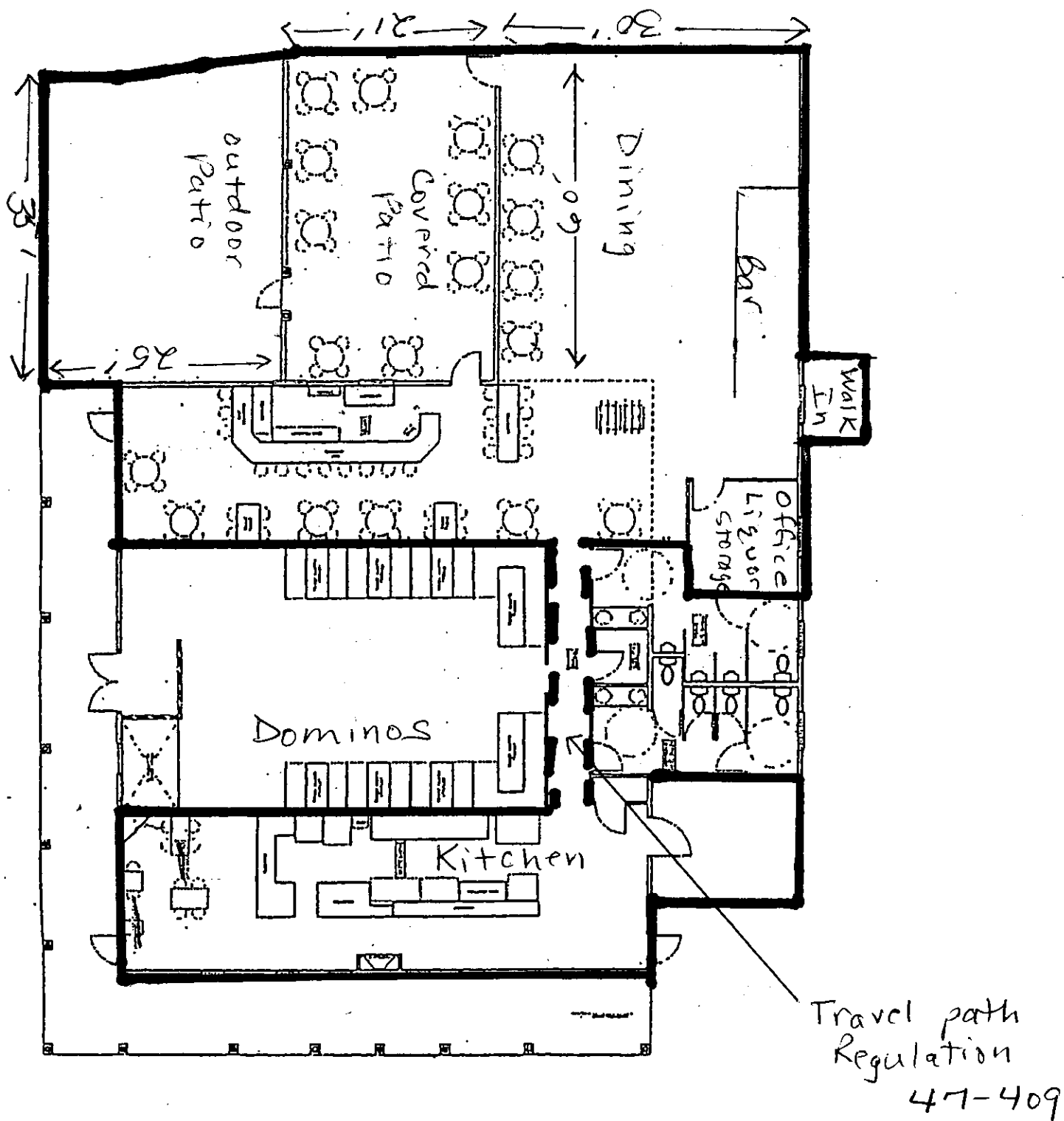
6. The true name and mailing address of the individual causing this document to be delivered for filing are

Kaiser Erika M
(Last) (First) (Middle) (Suffix)
1410 Bellaire Dr
(Street number and name or Post Office Box information)
Colorado Springs CO 80909
(City) (State) (Postal/Zip Code)
United States
(Province – if applicable) (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.

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TECATE GRILL
 CASA DE ADOBE LLC
 1018 Mahogany Way Unit B
 Severance, CO 80550

BILL OF SALE

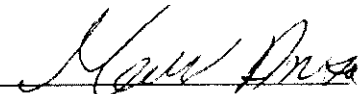
In consideration of cash in the amount of Two Hundred Eighty-Five Thousand and No/100th U.S. Dollars (\$285,000.00) paid pursuant to that certain Asset Purchase Contract dated November 14, 2024 (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Purchase Contract"), between RIVERA DE CHAPALA LLC, a Colorado limited liability company ("Seller") and CASA DE ADOBE LLC, a Colorado limited liability company ("Buyer"). Seller hereby grants, bargains, sells, transfers, and delivers unto Buyer all of Seller's rights, title and interest in the assets listed on "**Exhibit A**" to this Bill of Sale, which is hereby incorporated by reference to this Bill of Sale ("Assets"). Notwithstanding any of the above, the Assets do not include any of the following items: landlord-owned improvements, any Assets or rights to the Assets that may be owned by a franchisor and subject to the terms and conditions of a franchise agreement, any and all accounts receivable, security deposits, cash, liabilities of Seller. To have and to hold all such rights and obligations forever.

Seller hereby warrants that it is the owner of the Assets; that Seller has the limited liability company power to execute this Bill of Sale and to transfer Assets as provided herein; that Seller has taken or will have taken all limited liability company action to approve the execution and delivery of this Bill of Sale to Buyer; and that the Assets are being transferred to Buyer, free and clear of any liens and encumbrances. The Assets are sold on an "AS IS" basis without warranties of merchantability or fitness for any particular purpose.

IN WITNESS WHEREOF, Seller and Buyer have set their hands under seal as of this 31st day of March 2025.

BUYER:

CASA DE ADOBE LLC,
a Colorado limited liability company

By:  (SEAL)
Name: Maru Arroyo
Title: Manager

SELLER:

RIVERA DE CHAPALA LLC,
a Colorado limited liability company

By:  (SEAL)
Name: Francisco Galvan
Title: Manager

"Exhibit A" - List of Assets

1. 6 - TVs
2. 18 - Booths
3. 32 - Chairs
4. 10 - Tables
5. 14 - Bar Stools
6. POS Camilian
7. Double Oven Convection
8. 24" Charbroiler
9. 24" Griddle
10. 4 Eye Bruner with Oven
11. 1 - Fryer
12. 1 - Hot Pot
13. 2 - Two Door Table Top Coolers
14. Three Door Cooler
15. Ice Machine
16. Microwave
17. Walk in Freezer
18. Walk in Cooler
19. Beer Walk IN
20. Small Freezer. Bar
21. Margarita Machine
22. Glass 2 Door Cooler
23. Smoker. Outside
24. Chip Warmer

MA

FG

REQUEST FOR TEMPORARY PERMIT

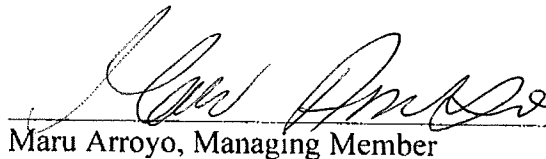
TO: Town of Severance Liquor Licensing Authority

Please accept this as the request of Casa De Adobe LLC for issuance of a temporary liquor permit for a hotel/restaurant liquor license at 1018 Mahogany Way, Unit B, Severance, CO 80550. The license is currently held by Rivera de Chapala LLC dba Tecate Grill, liquor license number 03-18752.

The contact person for Casa De Adobe LLC is Erika M. Kaiser, (719) 473-8780.

Thank you for your consideration of this request.

Casa De Adobe LLC



Maru Arroyo, Managing Member

TOWN OF SEVERANCE

TEMPORARY LIQUOR PERMIT

Issued to:

CASA DE ADOBE LLC dba TECATE GRILL

1018 Mahogany Way, Unit B

Severance, CO 80550

Temporary Liquor License No. 03-18752	License Expires at Midnight on: July 31, 2025
License Type HOTEL & RESTAURANT	Authorized Beverages MALT, VINOUS & SPIRITUOUS LIQUOR

This temporary liquor permit is only valid to the listed entity at the location specified on this license and is subject to the laws of the Town of Severance and the State of Colorado. This license is nontransferable & shall be posted in a visible location to the public at all times. This temporary permit is valid until the application to transfer ownership is either granted or denied within a 120 day period and may be extended for an additional 60 day period for good cause.




Sarah Jacobsen, Town Clerk


Nicholas Wharton, Town Manager



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

WORK SESSION & MEETING MINUTES

Tuesday, April 22, 2025, at 5:00 PM

Present:

Mayor: Matthew Fries
Mayor Pro-tem: Brittany Vandermark
Council Members: David Bruen
Craig Joseph
Tad Borrett

Absent: Stephen Gagliardi

Audience:

Staff:

Nicholas Wharton, Town Manager
Lindsay Radcliff-Coombes, Deputy Town Manager
Sarah Jacobsen, Town Clerk
Ken Chavez, Police Chief
Erica Romberg, Town Attorney

A. CALL TO ORDER WORK SESSION (5:00 PM)

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. 4 - November 2025 Election Discussion

The Town Council discussed possible 2025 Election items: a one percent Transportation Sales Tax increase, a three percent Lodging Tax, a Charter revision, and a Recreation Bond.

B. CALL TO ORDER REGULAR MEETING (6:00 PM)

1. Roll Call

2. Pledge of Allegiance

3. Proclamations

- a. Pg. 5 - National Police Week
- b. Pg. 6 - National Public Works Week
- c. Pg. 7 - Arbor Day
- d. Pg. 8 - Mental Health Month

4. Agenda Review by Town Manager

5. Consent Calendar

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

MOTION WAS MADE BY Council Member Bruen, seconded by Mayor Pro-tem Vandermark to Approve the Consent Calendar. All Council Members present voting Yes.

MOTION PASSED

- a. **Pg. 9 - Resolution 2025-14R: A Resolution of the Town Council of the Town of Severance, Colorado, providing for additional appropriations in fiscal year 2025 for the reappropriation of the budget of 2024 capital projects still in progress and amendments to the 2025 adopted budget.**
- b. Pg. 11 - March 2025 Payables
- c. Pg. 14 - March 2025 Financials
- d. Pg. 59 - 3.25.2025 Minutes

6. Approval of Agenda

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

MOTION PASSED

7. 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.

No public wished to speak.

8. Council Member Comments

9. Reports

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

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

C. TOWN COUNCIL

- 1. Pg. 89 - Resolution 2025-15R: A Resolution of the Town Council of the Town of Severance, Colorado, approving the second amendment to the December 11, 2000, intergovernmental agreement between the Town of Severance and the Town of Windsor, regarding tax share agreement and design standards as they pertain to economic development for a specific parcel in the cooperative planning area**

- Legislative
- Staff Presentation: Nicholas Wharton, Town Manager

MOTION WAS MADE BY Mayor Pro-tem Vandermark, seconded by Council Member Bruen to Approve Resolution 2025-15R: A Resolution of the Town Council of the Town of Severance, Colorado, approving the second amendment to the December 11, 2000, intergovernmental agreement between the Town of Severance and the Town of Windsor, regarding tax share agreement and design standards as they pertain to economic development for a specific parcel in the cooperative planning area. All Council Members present voting Yes.

MOTION PASSED

- 2. Pg. 105 - Resolution 2025-16R: A Resolution of the Town Council of the Town of Severance, Colorado, authorizing the acquisition and purchase of the real property located at 320 1st Street in the Town of Severance, Colorado and approving the contract to buy and sell real estate (commercial) pertaining thereto**

- Legislative
- Staff Presentation: Nicholas Wharton, Town Manager

MOTION WAS MADE BY Mayor Pro-tem Vandermark, seconded by Council Member Borrett to Approve Resolution 2025-16R: A Resolution of the Town Council of the Town of Severance, Colorado, authorizing the acquisition and purchase of the real property located at 320 1st Street in the Town of Severance, Colorado and approving the contract to buy and sell real estate (commercial) pertaining thereto. All Council Members present voting Yes.

MOTION PASSED

3. Pg. 435 - Resolution 2025-17R: A Resolution of the Town Council of the Town of Severance, Colorado, accepting the 2025 national fitness campaign grant and committing fund to the community park CIP Plan to construct the fitness court

- Legislative
- Staff Presentation: Nicholas Wharton, Town Manager, Brad Davison

MOTION WAS MADE BY Mayor Pro-tem Vandermark, seconded by Council Member Borrett to Approve Resolution 2025-17R: A Resolution of the Town Council of the Town of Severance, Colorado, accepting the 2025 national fitness campaign grant and committing fund to the community park CIP Plan to construct the fitness court. All Council Members present voting Yes.

MOTION PASSED

D. COUNCIL MEMBER PETITIONS

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

E. EXECUTIVE SESSION

MOTION WAS MADE BY Council Member Bruen, seconded by Council Member Joseph to ADJOURN INTO the **Executive Session** Pursuant to C.R.S. § 24-6-402(4)(a) and (4)(e)(I) for purposes of discussing the potential lease, transfer, sale, or purchase of real property located at 231 W. Fourth Street and the real property generally located northwest of the intersection of WCR 19 and WCR 84 in Weld County and in the Town of Severance, and to determine positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and instructing negotiators pertaining thereto. All Council Members present voting Yes.

MOTION PASSED

- 1. Executive Session Pursuant to C.R.S. § 24-6-402(4)(a) and (4)(e)(I) for purposes of discussing the potential lease, transfer, sale, or purchase of real property located at 231 W. Fourth Street in the Town of Severance, and to determine positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and instructing negotiators pertaining thereto.**
- 2. Executive Session Pursuant to C.R.S. § 24-6-402(4)(a) and (4)(e)(I) for purposes of discussing the potential lease, transfer, sale, or purchase of real property generally located northwest of the intersection of WCR 19 and WCR 84 in Weld County, and to determine positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and instructing negotiators pertaining thereto.**

F. ADJOURN

Town Council Adjourned into Executive Session at 6:55 p.m.

TOWN OF SEVERANCE

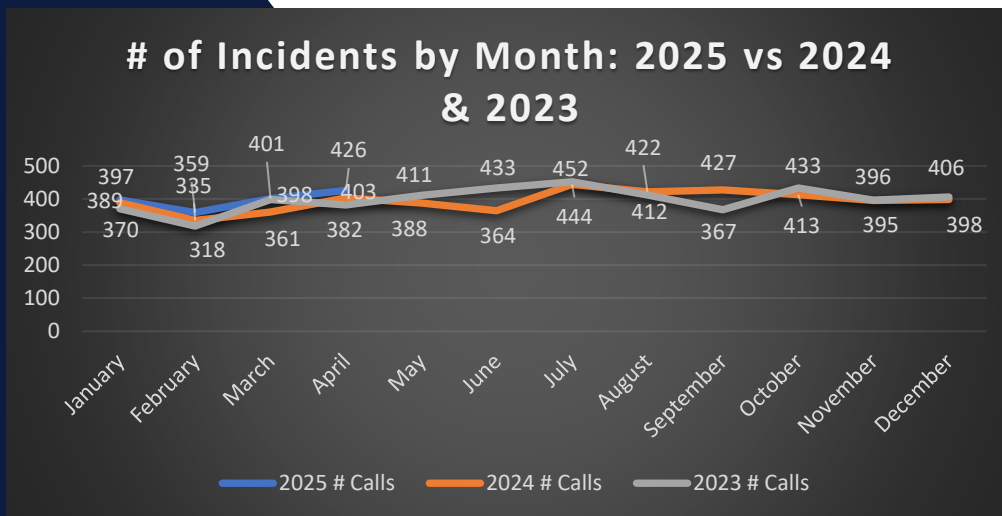
Matthew Fries, Mayor

ATTEST

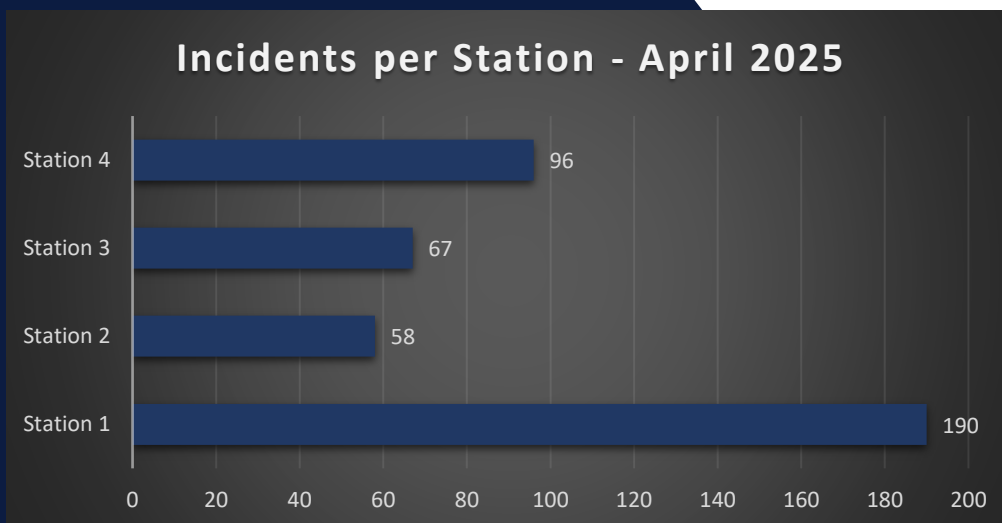
Sarah Jacobsen, Town Clerk

MAJOR INCIDENT TYPE	# INCIDENTS						
	Jan	Feb	Mar	April	YTD 2025	YTD 2024	YTD 2023
Fires	1	11	7	11	30	21	24
Overpressure rupture, explosion, overheat - no fire	1	0	0	0	1	3	1
Rescue & Emergency Medical Service	263	237	231	275	1006	958	930
Hazardous Condition (No Fire)	13	10	11	3	37	32	41
Service Call	56	37	54	49	196	161	203
Good Intent Call	37	32	53	46	168	145	152
False Alarm & False Call	26	32	44	42	144	167	117
Severe Weather & Natural Disaster	0	0	0	0	0	0	0
Special Incidents	0	0	1	0	1	1	0
TOTAL	397	359	401	426	1583	1488	1468
Mutual Aid/Auto Aid Given	15	13	12	8	48	21	35
Mutual Aid/Auto Aid Received	14	33	27	30	104	9	22

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



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



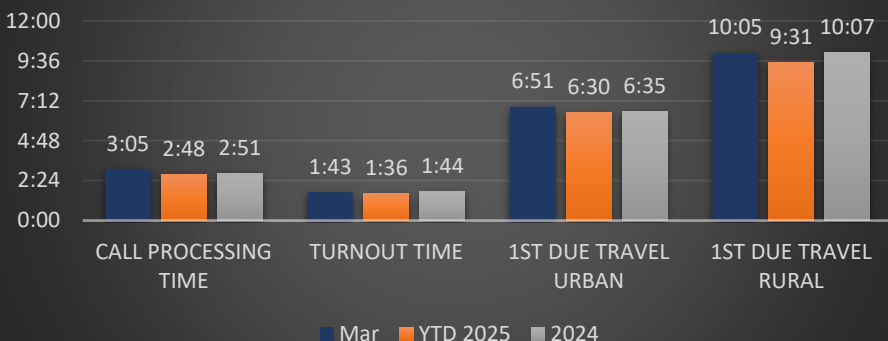
WSFR tracks incidents by the location of the incident based on which station is the closest.



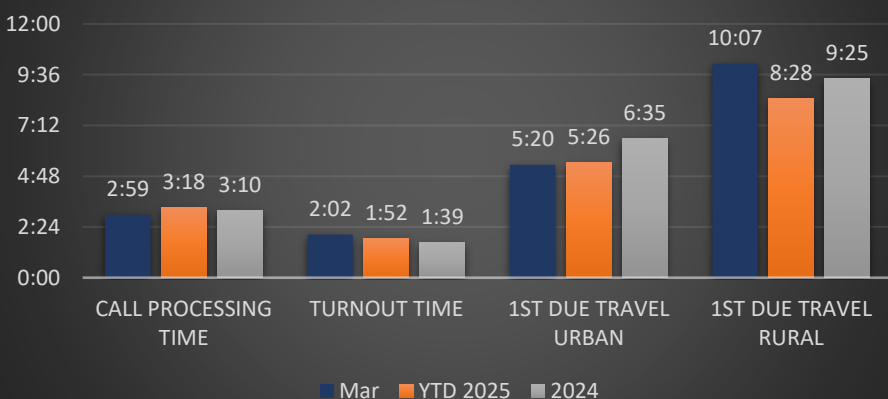
WSFR Response Report: May 2025



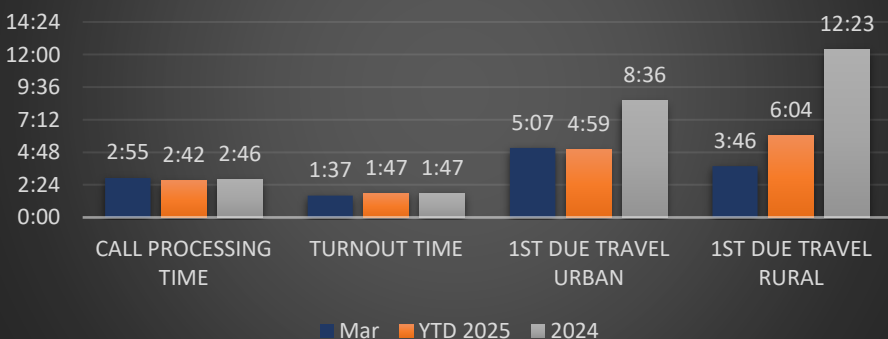
EMS Response Times - 90th Percentile for March 2025



MVA Response Times - 90th Percentile for March 2025



Fire, Wildland, Hazmat and Technical Rescue Response Times - 90th Percentile for March 2025



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



WSFR Response Report: May 2025





Police Chief Report

Kenneth Chavez, Chief of Police

April 2025

Projects Updates

- The Severance Police Department is currently staffed by ten Officers and three non-sworn personnel. The sworn full staffing level is thirteen Officers. A Sergeant and two Officer applicants have successfully completed the hiring process and will start in May. This will bring the Severance Police Department up to sworn full staffing.
- Recruit Officer Megan Welch is currently in the Field Training program. She is progressing well through her training and is anticipated to being released from training and working solo in May.
- On April 2nd, Severance Officers attended firearms training at the Weld County Fish & Wildlife Range near Ault.
- On April 14th, Chief Chavez and Windsor Severance Fire Rescue Chief Angermuller created a social media recording informing the public on the need to transition from the Tornado Siren system to Code Red. This recording was posted to the town website for public dissemination.
- On April 16th, Severance Officers attended firearms training at the Weld County Fish & Wildlife Range near Ault.
- On April 19th, School Resource Officer Geraldine Yanke attended and completed an 8-hour CPR First Aid Instructor Course. She can now provide annual CPR training to all Town of Severance employees, which is an annual training requirement per CIRSA.
- On April 19th, Severance Officers and Colorado Rangers provided security and traffic control for the Great Western Trail Race held at Community Park. Approximately 200 runners participated in the Half Marathon, 10k, and 5k races.
- Sgt. John Tucker attended the Colorado Auto Theft Investigators annual conference in Steamboat, CO, April 21st thru April 25th.
- On April 22nd, Officers Bosick, Kline, and Arthur attended the Basic Intoxilyzer Operator Course in Loveland, CO. All three will then attend the Instructor Course in July which will enable the Severance Police Department to obtain an Intoxilyzer machine from the State of Colorado to be placed in the Severance Police Dept building to utilize for processing alleged DUI drivers. Currently, we have to take alleged DUI drivers to the Weld County Sheriff's Office for testing.
- On April 23rd, Officers Bosick and Kline attended an 8-hour Active Bystander for Law Enforcement (ABLE) training in Loveland, CO.
- On April 25th, Chief Chavez attended the Arbor Day Celebration at Rangeview Elementary School along with Town Management and Town Council Members.

- On April 26th, Severance Officers supported the Town of Severance Clean Up Day events at Town Hall and Community Park. Community Service Officer Starck also took in items from the public for the annual Drug Take Back Day at the Severance Police Department.
- On April 26th, School Resource Officer Yanke and Sgt. Tucker provided security at the Severance High School Drive-In Movie Night at the Severance High School parking lot.
- Chief Chavez and Sgt. Tucker attended a three-day Training Management Unit Course hosted by Windsor Police Department, April 28th thru 30th.

Community Support and Relations

- Chief Chavez met with numerous key local government and law enforcement officials this month to include the following:
 - Attended five CACP Legislative Committee online meetings
 - Attended a Weld County Law Ops meeting on April 3rd
 - Attended a Weld County Chiefs of Police meeting on April 16th
 - Attended a Weld County Comms Board meeting on April 22nd
 - Attended a lunch meeting with the Windsor Police Chief and Windsor Severance Fire Chief on April 29th



Police Department CALLS FOR SERVICE

PLEASE NOTE THAT MONTHLY STATS MAY VARY DUE TO WHEN INFORMATION IS PROCESSED

April 2025

THIS MONTH'S TOTALS

Municipal Ordinance Citations

5

Traffic Tickets

21

Warnings Issued

73

TOTAL CALLS FOR SERVICE

480

YEAR TO DATE TOTALS

Municipal Ordinance Citations

24

Traffic Tickets

127

Warnings Issued

253

TOTAL CALLS FOR SERVICE

1710



Homicide

0



Aggravated
Assault

0



Sex
Assault

0



Domestic
Violence

4



Aggravated
Robbery

0



Strongarm
Robbery

0



Arrests

3



Burglary

1



Motor Vehicle
Theft

1



Theft From
Motor Vehicle

4



Fraud /
ID Theft

2



Vandalism/
Graffiti

1



Shoplifting

0



Traffic
Accidents

11

IF YOU HAVE AN EMERGENCY OR NEED TO SPEAK WITH A SEVERANCE POLICE OFFICER, PLEASE CALL 911.

If you do not wish to call 911 and still need to speak with a Severance Police Officer, please call the Weld County Dispatch 970-350-9600.



POLICE DEPARTMENT-CODE ENFORCEMENT

CODE ENFORCEMENT CALLS FOR SERVICE

PLEASE NOTE THAT MONTHLY STATS MAY VARY DUE TO WHEN INFORMATION IS PROCESSED

April 2025

It is the mission of the Severance Police Department to serve our community through collaboration with our citizens to maximize public safety while providing ethical and equitable services.

IF YOU HAVE AN EMERGENCY OR NEED TO SPEAK WITH A SEVERANCE POLICE OFFICER, PLEASE CALL 911.

If you do not wish to call 911 and still need to speak with a Severance Police Officer, please call the Weld County Dispatch 970-350-9600.



Parking Violations 25



Animal Complaints 11



Animal Bites 2



Snow Removal 0



Weed Violation/ Noxious Weeds 2



Rubbish / Outdoor Storage 0



Warnings Issued

22

Total Citations

1

TOTAL CALLS FOR SERVICE

95

Town of Severance Police Dept.
3 Timber Ridge Pkwy
Severance, CO 80550

970 -686-1218

townofseverance.org/police-department

Revenue Type Summary

Period: 4/1/2025 - 4/30/2025
Created by: SARAH JACOBSEN on 5/7/2025 8:56:29 AM

Severance Court Clerk
Severance Municipal Court
3 S. Timber Ridge Parkway
Severance, CO. 80550

Payment Amounts by Type

Type	Amount
COURT COSTS	\$570.00
FINES	\$6,570.00
RESTITUTION	\$1,836.50
SUR-CHARGE	\$880.00
Payments Total	\$9,856.50

Payment Amounts by Subtype

Revenue Summary

Period: 4/1/2025 - 4/30/2025
Created by: SARAH JACOBSEN on 5/7/2025 8:55:23 AM

Severance Court Clerk
Severance Municipal Court
3 S. Timber Ridge Parkway
Severance, CO. 80550



Docket #	Total Fines	Restitution	Total Payments
D2500010	\$350.00	\$0.00	\$200.00

Payment Details

Date	Amount	Type	Notes
4/15/2025	\$200.00	CREDIT CARD	

Fines/Fees Details

Fine/Fee	Amount
COURT COSTS	\$30.00
FINES	\$300.00
SUR-CHARGE	\$20.00



Docket #	Total Fines	Restitution	Total Payments
D2500025	\$170.00	\$0.00	\$170.00

Payment Details

Date	Amount	Type	Notes
4/2/2025	\$170.00	CASH	

Fines/Fees Details

Fine/Fee	Amount
FINES	\$150.00
SUR-CHARGE	\$20.00



Docket #	Total Fines	Restitution	Total Payments
D2500037	\$170.00	\$0.00	\$170.00

Payment Details

Date	Amount	Type	Notes
4/15/2025	\$170.00	CREDIT CARD	

Fines/Fees Details

Fine/Fee	Amount
FINES	\$150.00
SUR-CHARGE	\$20.00

[REDACTED]

Docket #	Total Fines	Restitution	Total Payments
D3200	\$170.00	\$0.00	\$170.00

Payment Details

Date	Amount	Type	Notes
4/2/2025	\$170.00	CREDIT CARD	

Fines/Fees Details

Fine/Fee	Amount
FINES	\$150.00
SUR-CHARGE	\$20.00

[REDACTED]

Docket #	Total Fines	Restitution	Total Payments
D3284	\$170.00	\$0.00	\$170.00

Payment Details

Date	Amount	Type	Notes
4/21/2025	\$170.00	CREDIT CARD	

Fines/Fees Details

Fine/Fee	Amount
FINES	\$150.00
SUR-CHARGE	\$20.00

[REDACTED]

Docket #	Total Fines	Restitution	Total Payments
D2500030	\$170.00	\$0.00	\$170.00

Payment Details

Date	Amount	Type	Notes
4/10/2025	\$170.00	CREDIT CARD	

Fines/Fees Details

Fine/Fee	Amount
FINES	\$150.00
SUR-CHARGE	\$20.00

[REDACTED]

Docket #	Total Fines	Restitution	Total Payments
D3281	\$170.00	\$0.00	\$170.00

Payment Details

Date	Amount	Type	Notes
4/1/2025	\$170.00	CREDIT CARD	

Fines/Fees Details

Fine/Fee	Amount
FINES	\$150.00
SUR-CHARGE	\$20.00

[REDACTED]

Docket #	Total Fines	Restitution	Total Payments
D2500029	\$170.00	\$0.00	\$170.00

Payment Details

Date	Amount	Type	Notes
4/28/2025	\$170.00	CHECK (#1818)	

Fines/Fees Details

Fine/Fee	Amount
FINES	\$150.00
SUR-CHARGE	\$20.00

[REDACTED]

Docket #	Total Fines	Restitution	Total Payments
D3283	\$170.00	\$0.00	\$170.00

Payment Details

Date	Amount	Type	Notes
4/4/2025	\$170.00	CHECK (#589)	

Fines/Fees Details

Fine/Fee	Amount
FINES	\$150.00
SUR-CHARGE	\$20.00



Docket #	Total Fines	Restitution	Total Payments
D2412	\$75.00	\$903.25	\$903.25

Payment Details

Date	Amount	Type	Notes
4/3/2025	\$903.25	CHECK (#ECHECK)	Victim is Town of Severance, Public Works

Fines/Fees Details

Fine / Fee	Amount
COURT COSTS	\$30.00
FINES	\$25.00
RESTITUTION	\$903.25
SUR-CHARGE	\$20.00



Docket #	Total Fines	Restitution	Total Payments
D2500040	\$170.00	\$0.00	\$170.00

Payment Details

Date	Amount	Type	Notes
4/18/2025	\$170.00	CHECK (#305)	

Fines/Fees Details

Fine / Fee	Amount
FINES	\$150.00
SUR-CHARGE	\$20.00



Docket #	Total Fines	Restitution	Total Payments
D2413	\$75.00	\$903.25	\$903.25

Payment Details

Date	Amount	Type	Notes
4/3/2025	\$903.25	CREDIT CARD	Pay to: Town of Severance, Public Works

Fines/Fees Details

Fine / Fee	Amount
COURT COSTS	\$30.00
FINES	\$25.00
RESTITUTION	\$903.25
SUR-CHARGE	\$20.00



Docket #	Total Fines	Restitution	Total Payments
D2500047	\$170.00	\$0.00	\$170.00

Payment Details

Date	Amount	Type	Notes
4/18/2025	\$170.00	CREDIT CARD	

Fines/Fees Details

Fine / Fee	Amount
FINES	\$150.00
SUR-CHARGE	\$20.00



Docket #	Total Fines	Restitution	Total Payments
D3282	\$170.00	\$0.00	\$170.00

Payment Details

Date	Amount	Type	Notes
4/30/2025	\$170.00		

Fines/Fees Details

Fine / Fee	Amount
FINES	\$150.00
SUR-CHARGE	\$20.00



Docket #	Total Fines	Restitution	Total Payments
D3166	\$170.00	\$0.00	\$170.00

Payment Details

Date	Amount	Type	Notes
4/1/2025	\$170.00	CREDIT CARD	

Fines/Fees Details

Fine / Fee	Amount
FINES	\$150.00
SUR-CHARGE	\$20.00



Docket #	Total Fines	Restitution	Total Payments
D3170	\$350.00	\$0.00	\$350.00

Payment Details

Date	Amount	Type	Notes
4/23/2025	\$350.00	CREDIT CARD	

Fines/Fees Details

Fine / Fee	Amount
COURT COSTS	\$30.00
FINES	\$300.00
SUR-CHARGE	\$20.00



Docket #	Total Fines	Restitution	Total Payments
D2494	\$75.00	\$0.00	\$75.00

Payment Details

Date	Amount	Type	Notes
4/3/2025	\$75.00	CREDIT CARD	

Fines/Fees Details

Fine / Fee	Amount
COURT COSTS	\$30.00
FINES	\$25.00
SUR-CHARGE	\$20.00



Docket #	Total Fines	Restitution	Total Payments
D2500045	\$170.00	\$0.00	\$170.00

Payment Details

Date	Amount	Type	Notes
4/28/2025	\$170.00	CREDIT CARD	

Fines/Fees Details

Fine / Fee	Amount
FINES	\$150.00
SUR-CHARGE	\$20.00

[REDACTED]

Docket #	Total Fines	Restitution	Total Payments
D2500022	\$170.00	\$0.00	\$170.00

Payment Details

Date	Amount	Type	Notes
4/1/2025	\$170.00	CREDIT CARD	

Fines/Fees Details

Fine / Fee	Amount
FINES	\$150.00
SUR-CHARGE	\$20.00

[REDACTED]

Docket #	Total Fines	Restitution	Total Payments
D2947	\$200.00	\$0.00	\$120.00

Payment Details

Date	Amount	Type	Notes
4/9/2025	\$50.00	CHECK (#1612)	
4/9/2025	\$16.00	CASH	
4/24/2025	\$54.00	CASH	

Fines/Fees Details

Fine / Fee	Amount
COURT COSTS	\$30.00
FINES	\$150.00
SUR-CHARGE	\$20.00

[REDACTED]

Docket #	Total Fines	Restitution	Total Payments
D2389	\$280.00	\$0.00	\$0.00

Fines/Fees Details

Fine / Fee	Amount
COURT COSTS	\$30.00
FINES	\$200.00
RETURNED PAYMENT FEE	\$30.00
SUR-CHARGE	\$20.00

[REDACTED]

Docket #	Total Fines	Restitution	Total Payments
D3161	\$200.00	\$0.00	\$200.00

Payment Details

Date	Amount	Type	Notes
4/3/2025	\$200.00	CHECK (#333)	

Fines/Fees Details

Fine / Fee	Amount
COURT COSTS	\$30.00
FINES	\$150.00
SUR-CHARGE	\$20.00

[REDACTED]

Docket #	Total Fines	Restitution	Total Payments
D2965	\$200.00	\$0.00	\$200.00

Payment Details

Date	Amount	Type	Notes
4/3/2025	\$100.00	CREDIT CARD	
4/3/2025	\$100.00	CASH	

Fines/Fees Details

Fine / Fee	Amount
COURT COSTS	\$30.00
FINES	\$150.00
SUR-CHARGE	\$20.00

[REDACTED]

Docket #	Total Fines	Restitution	Total Payments
D2500051	\$170.00	\$0.00	\$170.00

Payment Details

Date	Amount	Type	Notes
4/21/2025	\$170.00	CREDIT CARD	

Fines/Fees Details

Fine / Fee	Amount
FINES	\$150.00
SUR-CHARGE	\$20.00

[REDACTED]

Docket #	Total Fines	Restitution	Total Payments
D2500035	\$170.00	\$0.00	\$170.00

Payment Details

Date	Amount	Type	Notes
4/4/2025	\$170.00	CREDIT CARD	

Fines/Fees Details

Fine/Fee	Amount
FINES	\$150.00
SUR-CHARGE	\$20.00

[REDACTED]

Docket #	Total Fines	Restitution	Total Payments
D2500044	\$170.00	\$0.00	\$170.00

Payment Details

Date	Amount	Type	Notes
4/14/2025	\$170.00	CHECK (#406)	

Fines/Fees Details

Fine/Fee	Amount
FINES	\$150.00
SUR-CHARGE	\$20.00

[REDACTED]

Docket #	Total Fines	Restitution	Total Payments
D2956	\$75.00	\$0.00	\$75.00

Payment Details

Date	Amount	Type	Notes
4/28/2025	\$75.00	CREDIT CARD	

Fines/Fees Details

Fine/Fee	Amount
COURT COSTS	\$30.00
FINES	\$25.00
SUR-CHARGE	\$20.00

[REDACTED]

Docket #	Total Fines	Restitution	Total Payments
D2871	\$100.00	\$0.00	\$100.00

Payment Details

Date	Amount	Type	Notes
4/22/2025	\$100.00	CREDIT CARD	

Fines/Fees Details

Fine/Fee	Amount
COURT COSTS	\$30.00
FINES	\$50.00
SUR-CHARGE	\$20.00

[REDACTED]

Docket #	Total Fines	Restitution	Total Payments
D2500050	\$170.00	\$0.00	\$170.00

Payment Details

Date	Amount	Type	Notes
4/15/2025	\$170.00	CREDIT CARD	

Fines/Fees Details

Fine/Fee	Amount
FINES	\$150.00
SUR-CHARGE	\$20.00

[REDACTED]

Docket #	Total Fines	Restitution	Total Payments
D3280	\$170.00	\$0.00	\$170.00

Payment Details

Date	Amount	Type	Notes
4/10/2025	\$170.00	CHECK (#138)	

Fines/Fees Details

Fine/Fee	Amount
FINES	\$150.00
SUR-CHARGE	\$20.00



Docket #	Total Fines	Restitution	Total Payments
D2500024	\$170.00	\$0.00	\$170.00

Payment Details

Date	Amount	Type	Notes
4/15/2025	\$150.00	CREDIT CARD	
4/15/2025	\$20.00	CREDIT CARD	this was one payment. Just entered the incorrect dollar amount. PIF

Fines/Fees Details

Fine / Fee	Amount
FINES	\$150.00
SUR-CHARGE	\$20.00



Docket #	Total Fines	Restitution	Total Payments
D2500032	\$170.00	\$0.00	\$170.00

Payment Details

Date	Amount	Type	Notes
4/10/2025	\$170.00		

Fines/Fees Details

Fine / Fee	Amount
FINES	\$150.00
SUR-CHARGE	\$20.00



Docket #	Total Fines	Restitution	Total Payments
D2500026	\$170.00	\$0.00	\$170.00

Payment Details

Date	Amount	Type	Notes
4/3/2025	\$170.00	CHECK (#316)	

Fines/Fees Details

Fine / Fee	Amount
FINES	\$150.00
SUR-CHARGE	\$20.00

[REDACTED]

Docket #	Total Fines	Restitution	Total Payments
D2972	\$350.00	\$0.00	\$350.00

Payment Details

Date	Amount	Type	Notes
4/3/2025	\$350.00	CREDIT CARD	

Fines/Fees Details

Fine/Fee	Amount
COURT COSTS	\$30.00
FINES	\$300.00
SUR-CHARGE	\$20.00

[REDACTED]

Docket #	Total Fines	Restitution	Total Payments
D2500031	\$170.00	\$0.00	\$170.00

Payment Details

Date	Amount	Type	Notes
4/15/2025	\$170.00	CREDIT CARD	

Fines/Fees Details

Fine/Fee	Amount
FINES	\$150.00
SUR-CHARGE	\$20.00

[REDACTED]

Docket #	Total Fines	Restitution	Total Payments
D3165	\$200.00	\$0.00	\$200.00

Payment Details

Date	Amount	Type	Notes
4/11/2025	\$200.00	CREDIT CARD	

Fines/Fees Details

Fine/Fee	Amount
COURT COSTS	\$30.00
FINES	\$150.00
SUR-CHARGE	\$20.00



Docket #	Total Fines	Restitution	Total Payments
D2500019	\$170.00	\$0.00	\$170.00

Payment Details

Date	Amount	Type	Notes
4/3/2025	\$170.00	CREDIT CARD	

Fines/Fees Details

Fine / Fee	Amount
FINES	\$150.00
SUR-CHARGE	\$20.00



Docket #	Total Fines	Restitution	Total Payments
D2968	\$200.00	\$0.00	\$200.00

Payment Details

Date	Amount	Type	Notes
4/3/2025	\$78.00	CREDIT CARD	
4/3/2025	\$122.00	CREDIT CARD	

Fines/Fees Details

Fine / Fee	Amount
COURT COSTS	\$30.00
FINES	\$150.00
SUR-CHARGE	\$20.00



Docket #	Total Fines	Restitution	Total Payments
D2500038	\$170.00	\$0.00	\$170.00

Payment Details

Date	Amount	Type	Notes
4/7/2025	\$170.00	CHECK (#0101)	

Fines/Fees Details

Fine / Fee	Amount
FINES	\$150.00
SUR-CHARGE	\$20.00

Fines Paid by Description

Description	Amount
ADMINISTRATIVE FEE	\$0.00
BENCH WARRANT	\$0.00
COMMUNITY SERVICE	\$0.00
CONTEMPT	\$0.00
COURT COSTS	\$300.00
DEFAULT FEE	\$0.00
FINE	\$0.00
FINES	\$5,320.00
FTA/FTP FINE	\$0.00
LATE FEE	\$0.00
OJW	\$0.00
OVERPAYMENT	\$0.00
RESTITUTION	\$1,806.50
RESTITUTION (LOCKED)	\$0.00
RETURNED PAYMENT FEE	\$0.00
STATE ASSESSMENT	\$0.00
SUMMONS	\$0.00
SUR-CHARGE	\$700.00
WARNING LETTER	\$0.00
Total Fees	\$8,306.50
Over Charged Amount	\$0.00
Total Paid	\$8,126.50

Fines Paid by Pay Method

Description	Amount
CASH	\$340.00
CHECK	\$2,343.25
CREDIT CARD	\$5,103.25

Overpaid Cases

Case	OverPaid
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AGENDA ITEM SUMMARY

AGENDA ITEM	SUBMITTED BY	PRESENTED BY
Pg. 88 - Town Council Member Appointment	Nicholas Wharton, Town Manager	Nicholas J. Wharton
ACTION REQUESTED		
Management asks the Town Council to discuss the appointment of a Council Member and take action: • Actions that may be taken ○ Move to Appoint a Town Council Member ○ Take no Action		<u>Action Requested</u> <u>Attorney Approved</u> <u>Discussion</u>
BRIEF SUMMARY		
Town Management has received six (6) letters of interest for the open Town Council position. Correspondence has been included in the packet, and the applicants have been asked to attend the Town Council Meeting to answer questions. Those interested applicants are: • Scott Braucher • Peter Hendrick • Karen Hessler • John Padora • Jennifer Shaw • Chase Zajc		
PUBLIC SUPPORT/CONCERN		
None at this time		
ANALYSIS AND RECOMMENDATION		
Management recommends that the Town Council take action and move to appoint a Town Council Member		
MATERIALS SUBMITTED		
The following materials were submitted and included in this packet: 1. Scott Braucher 2. Peter Hendrick 3. Karen Hessler 4. John Padora 5. Jennifer Shaw 6. Chase Zajc		

From: noreply@civicplus.com
To: [Lindsay Radcliff Coombes](#); [Nicholas Wharton](#); [Sarah Jacobsen](#)
Subject: Online Form Submission #233 for Council, Board, Commission, Committee Application Form
Date: Saturday, April 5, 2025 8:50:26 AM

Council, Board, Commission, Committee Application Form

Select the Council,
Board, Commission, or
Committee applying for

Town Council

Personal Information

First Name	Scott
Last Name	Braucher
Address1	5047 Prairie Lark Lane
Address2	<i>Field not completed.</i>
City	Severance
State	CO
Zip	80615

Home Phone Number	
-------------------	--

Occupation	Facility Inspector
------------	--------------------

Email Address	
---------------	--

Residency Information

Length of Residency in Severance	5 years 1 month
-------------------------------------	-----------------

Are you a registered voter and a United States Citizen?	Yes
---	-----

Education and Hobbies

Hobbies	Charity support, Golf
---------	-----------------------

Organization Membership Information

Are you currently serving on other	No
---------------------------------------	----

Boards, Commissions,
or Committees?

If yes, which

Field not completed.

Are you pro-growth or
anti-growth?

Appropriate Growth well planned

How do you see growth
impacting a town like
Severance, and how
would you approach
decisions related to
development?

Growth could either be positive or negative, bringing value or
decline, depending on how it is planned.

Have you served on a
Board, Council,
Commission, or
Committee before?

No

If yes, which

Field not completed.

Please list organization
memberships and
positions held

Founder Stars and Stars Annual Charity Event
Colorado Director Empower the Veterans

Upload Letter of
Interest

[cover letter.docx](#)

Upload Resume

[Resume 2025.doc](#)

Email not displaying correctly? [View it in your browser.](#)

April 5th, 2025

Regarding the open Severance Town Council Position,

Please accept this Application, Resume, and Letters of Recommendation, for this appointment. I have lived and worked in this community for over 20 years, and directly in Severance for over 5 years. I wish to serve this community, to the best of my ability, to ensure its continued prosperity. Severance is the best place to live and work, in the entire State of Colorado. Thank you for considering my application.

Scott Braucher

[REDACTED]

5047 Prairie Lark Lane,

Severance, Colorado

80615

[REDACTED]

SEVERANCE TOWN COUNCIL*Over 30 years of Business Operations, Community and Government Relations,*

Experience spanning all areas of Organizations, Operations and Management, Community and Government Relations and Service. Directed teams in highly strategic business and events planning, and day-to-day tactical operations. Highly personable, courteous, and professional in all interactions with community, team, and elected officials, establishing and fostering strong relationships,

KEY STRENGTHS

- | | |
|---------------------------------------|---|
| • Strategic Business Planning | • Government/Community Service Outreach |
| • Revenue & Revenue Growth | • Contractor Hiring, and Supervision |
| • P&L Management & Budgeting | • Facilities Operations Management |
| • Team Leadership & Staff Development | • Community Events Planning and Execution |
| • Cost-Cutting & Process Improvement | • Local, and National Media Experience |
| • Inventory & Supply Management | • Charity fundraising and events execution. |
| • Major Events Planning and Execution | • Facilities Construction and Maintenance |

CAREER SUMMARY

FACILITY INSPECTOR

PDC ENERGY/CHEVRON, Greeley, CO (June 2013 to Present)

Started as laborer/locator, promoted several times to various positions, currently serving as a Facility Inspector. Trained, worked, and supervised, in production, compliance, maintenance, construction, and advised Government and Community Affairs VP, and Managers. Supervised and performed utilities locates, pipeline, electric, automation, for oil and gas facilities. Responded to all UNCC dig requests. Performed and supervised construction/maintenance duties in all facilities areas. Supervised contractor crews. Trained in Fleir Camera usage, and Environmental Health and Safety compliance. Set up and conducted facility tours. Connected with local, state, and federal officials, community and business leaders, and community organizers, to raise money for charities including Folds of Honor, Warriors for Freedom, the John Daly Major Ed Heart of a Lion Foundation, Junior Achievement, VFW, Northern Colorado Law Enforcement/First Responders, and many other service organizations. Represented Oil and Gas speaking before small and large engagements, including a nationally televised event. Twice recognized by SMT for focus on Safety. Completed 8-hour OSHA Hazardous Waste Operations and Emergency Response Courses yearly. CPR CERTIFIED.

Community and Government Involvement and Associations, Colorado (May 2014 to Present)

Founder Stars and Stripes Annual Charity Event

Worked with Veterans and Charity Groups, Government Officials, and Community Leaders, raising Awareness for Veterans and Oil and Gas. Names include, Eric Trump, Major Ed Pulido, John Daly, Ashley Morcarski, Patrick Davis, Jefferson Thomas, Martin Lind, Tom Roche, U.S. Congressman Ken Buck, former U.S. Senator Cory Gardner, Windsor Mayor Paul Rennemeyer, Commissioners Perry Buck, Scott James, Mike

Continued...

Freemen, Weld County Sheriff Steve Reams, Steve House, Jeff Hayes, Eaton Mayor Scott Moser, and many other officials. Groups include Feed the Children, Weld Salvation Army, Northern Colorado Veterans Recourse Center, Hero Expeditions, Terry Ferrell Firefighters Fund, VFW, Junior Achievement, and many others. Personal references listed below, and more available upon request. I work and have worked with many organizations, to raise funds/awareness for their organizations over the years. I currently run the annual Stars and Stripes Charity Event, that honors our Veterans, First Responders, and Active Duty Military Hero's, also serving 20 plus charities. Our First Responder Departments include Sheriffs, Police, and Fire from Weld and Larimer Counties, including Windsor, Ft. Collins, Severance, Eaton, Kersey, Platte Valley, Evans, Greeley, and Keenesburg.



**ON THE BORDER, RED LOBSTER, OLD CHICAGO, & PIZZA HUT, Colorado Locations
SERVICE MANAGER / RESTAURANT MANAGER (2006 to 2013)**

In successive roles, led staffs of up to 60 employees in providing customers with quality dining experiences, overseeing all areas of operations, including opening / closing, food delivery, in-house dining, and P&L management. Managed store inventory and oversaw all ordering / receiving of supplies. Hired, trained, and developed staff. Managed Community relations events, including hundreds of business and charity outings.

**THE OLDE COURSE, Loveland, CO Boomerang Golf Course Greeley, Co. & EATON COUNTY CLUB, Eaton, CO
FIRST ASSISTANT GOLF PROFESSIONAL/Greenskeeper (2002 to 2007)**

Provided golf instruction to individuals and large groups. Managed many teams overseeing golf shop operations, member services and sales, tournament planning, and men's, ladies, and junior programs. Managed budget and held P&L accountability. Worked closely with community, supporting businesses and charities.

Worked as Greenskeeper, maintaining all facilities. Supervised crews, maintained, and operated mowers, tractors, trucks, and all facilities equipment.

TORREY PINES CLUB CORPORATION, La Jolla, CA
DIRECTOR OF OUTSIDE SERVICES (1991 to 2001)

Led staff of up to 75 employees, Practice Facilities, and Cart Services departments, providing outstanding customer service and executing daily operations for one of the busiest golf clubs in the United States. Seamlessly handled the needs of thousands of golfers and directed all outside operations for hundreds of annual events, including the PGA Tour. Managed local and national media. Ran hundreds of charity events raising Millions of dollars for many charity organizations. Worked with hundreds of professional athletes, celebrities, and their staff, Including Bob Hope, Tiger Woods, Jim Nantz, Marshall Faulk, business leaders, local, county, state, and federal, officials, politicians, and staff, including President Ford, Governor Pete Wilson, Congressman Norm Shumway. I worked closely with Sheriffs, Police, Fire, Ems, private security, and FBI, to ensure safety for tens of thousands of fans, and participants. I attended many government meetings, local and state, regarding issues including event planning, environmental, policy, and regulatory issues. Ensured all facilities were beautifully maintained according to specification for tournaments and daily member use. Was directly responsible for all facilities operations including construction, maintenance, planning, and project execution. Supervised reclaimed water project. Supervised crews, maintained, and operated mowers, tractors, trucks, and all facilities equipment.

- ♦ Pivotal in ensuring customer satisfaction, increasing club revenues, and expanding customer base.
- ♦ Successfully collaborated with businesses, organizations, city state and federal officials, planning and executing special events and tournaments, while ensuring safe operations for tens of thousands of golfers, spectators, professional athletes, celebrities, and media professionals annually.
- ♦ Excelled in hiring and training high-performing individuals and teams, with tremendous success. Developed many team members into professional, managerial, and director positions.
- ♦ Consistently demonstrated passion for creating a positive work environment that enabled employees to do their best and surpass individual, team, and corporate objectives.
- ♦ Consistently earned praise from colleagues, subordinates, supervisors, and customers, for a professional, courteous, and positive attitude and performance.





EDUCATION & CREDENTIALS

SAN JOAQUÍN DELTA COLLEGE

General Studies

SAN DIEGO MESA COLLEGE

General Studies

SAN DIEGO STATE UNIVERSITY, San Diego, CA

Psychology Major

PROFESSIONAL DEVELOPMENT & CERTIFICATIONS

Management Training for Starbucks, Pizza Hut, Old Chicago, On the Border, Red Lobster
Serve Safe Certified in Food & Alcohol Safety
HASWOPER Certification. FMCSA Health Card

October 6, 2018

To Whom It May Concern:

I have had the pleasure of working with Scott Braucher in my capacity as a talk show host on 1310 KFKA radio in Greeley since early 2016. As my show is primarily oriented toward topics of local and national political interest, I've worked with Scott extensively in that arena. His knowledge and grasp of the issues, particularly as they relate to the energy sector, are second to none.

Scott has built and nurtured an extensive network of local, state and national connections, well suiting him to the community relations manager position at PDC Energy. He's an influential community member who is well known and respected in political, media, non-profit and service-oriented circles. Scott is personable and articulate, and I've observed his ability to diffuse potentially volatile situations with discernment, empathy and grace on more than one occasion. Those traits, combined with his knowledge of PDC Energy and the community, ideally qualify him for success in this position. Scott will not only build upon existing alliances but also forge new connections that will benefit PDC Energy well into the future.

Please feel free to contact me at 970-227-0372 should you need additional information.

Best regards,

A handwritten signature in black ink, appearing to read 'Gail Fallen', with a long horizontal flourish extending to the right.

Gail Fallen
Host, "Mornings with Gail"
1310 KFKA
Greeley, Colorado

10/3/2018

To whom it may concern:

I have known Scott Braucher for over 4 years. Scott is dependable, courteous, and professional. He has served our community in Weld County in various roles. He is a Bonus Member, a Precinct Captain, and a State Delegate. He also served on the City of Greeley Golf Board. I served with him as Co-Chairs for the 2016 Weld County Trump Campaign. He cares about Weld County, and is a strong promoter of Oil and Gas, and Veterans issues. He met with Eric Trump, representing Vets, Oil and Gas. Scott gave a nationally televised speech at the Trump Rally, at The University of Northern Colorado, promoting Oil and Gas. Scott is currently working with me to elect Scott James to Weld County Commissioner. I look forward to working with Scott in the future.

Sean Conway

References:

**Jason Petrilli Damage Prevention Liaison NE Division Colorado 811
720-385-7291**

**Jeff Hayes USAF Retired Consultant Former Colorado RNC State Chair
719-339-6336**

**Major Ed Pulido Major Ed John Daily Heart of a Lion Foundation Founder
405-833-9092**

**Maria Seacrest Veterans Affairs Congressman Ken Buck
970-539-0223**

**Martin Lind Water Valley Developer
970-302-3360**

**Matt Templeman Senior Construction Superintendent PDC Energy
970-573-1369**

**Paul Rennemeyer Mayor of Windsor
303-748-0706**

**Perry Buck Weld County Commissioner
970-302-4013**

**Scott James Weld County Commissioner
970-227-8386**

**Susan Casagrande CEO Torrey Pines Club Corp.
858-452-3226**

**Sheriff Steve Reams Weld County Sheriff
sreams@weldgov.com**

More References available upon request.

State Representative
POLLY LAWRENCE
Energy
Colorado State Capitol
200 East Colfax Avenue, Room 307
Denver, Colorado 80203
Office: 303-866-2946
Cell: 720-785-3303
Email: polly.lawrence.house@state.co.us



Member:
Transportation &
Finance

COLORADO
HOUSE OF
REPRESENTATIVES
State
Capitol
Denver
80203

Dear Sir/Madam,

I have the sincere pleasure of recommending Scott Braucher for the position of Community Relations Manager for PDC Energy. I have known and have worked with Scott on community outreach and political issues for the past few years. I know Scott has been deeply involved in his community and has an extensive background in political and government relations. A positive relationship with the State Government starts with positive community outreach and education of the public about the industry. Community engagement, speaking on behalf of the company and the industry are just a few of Scott's strengths.

Scott's work for the industry, political issues and the community makes him the perfect candidate for this role.

A handwritten signature in blue ink, which appears to read "Polly Lawrence".

Polly Lawrence

From: noreply@civicplus.com
To: [Lindsay Radcliff Coombes](#); [Nicholas Wharton](#); [Sarah Jacobsen](#)
Subject: Online Form Submission #238 for Council, Board, Commission, Committee Application Form
Date: Friday, April 11, 2025 11:26:34 PM

Council, Board, Commission, Committee Application Form

Select the Council,
Board, Commission, or
Committee applying for

Town Council

Personal Information

First Name Peter

Last Name Hendrick

Address1 1567 Sierra Plaza St

Address2 *Field not completed.*

City SEVERANCE

State CO

Zip 80550

Home Phone Number

Occupation *Field not completed.*

Email Address

Residency Information

Length of Residency in
Severance 4 years

Are you a registered
voter and a United
States Citizen? Yes

Education and Hobbies

Hobbies Astrophotography, Cryptography, Web Development

Organization Membership Information

Are you currently
serving on other No

Boards, Commissions,
or Committees?

If yes, which	<i>Field not completed.</i>
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Are you pro-growth or anti-growth?	Pro-growth
------------------------------------	------------

How do you see growth impacting a town like Severance, and how would you approach decisions related to development?	I see growth as impacting a town like Severance as something that can strain our resources and our community. I would take a cautious approach to growing the population and building in the town. Whether desirable or not, growth is something this town will have to undertake. We should first ensure the existing community's needs and desires are top priority in approaching strategies to work with increasing populations to the area.
---	--

Have you served on a Board, Council, Commission, or Committee before?	No
---	----

If yes, which	<i>Field not completed.</i>
---------------	-----------------------------

Please list organization memberships and positions held	<i>Field not completed.</i>
---	-----------------------------

Upload Letter of Interest	letter-of-interest-severance.pdf
---------------------------	--

Upload Resume	resume-severance-town-council.pdf
---------------	---

Email not displaying correctly? [View it in your browser.](#)

Peter Hendrick
1567 Sierra Plaza Street
Severance, CO 80550



April 11, 2025

Dear Members of the Severance Town Council,

I would like to convey my strong interest in serving on the Severance Town Council. As a resident of our community and a new father, I am dedicated to helping this community safely welcome growth, maintain culture and cultivate well being.

Having been born in Colorado and lived here all my life, I have developed a profound appreciation for this land and its people. Severance has been my home the last 4 years and I have grown to love the agricultural richness that exists to this day. My experience in software engineering gives me skills in understanding complex systems as well as designing and implementing solutions to accommodate large numbers of people. These skills, along with my desire to raise my kid in Severance, will help me listen to problems and collaborate effectively to provide solutions to issues faced by our town.

I am particularly passionate about maintaining our agricultural businesses and keeping a safe, low crime community. I feel my perspective as a lifelong Coloradan and parent starting a family in Severance will give me a stake in making decisions that will best benefit our community and that honors the culture of the front range.

It would be an honor to serve on the Severance Town Council. Engaging with residents and businesses, understanding their concerns and working to keep Severance a place full of peace and prosperity. I welcome the opportunity to answer your questions and persuade you to accept me as a member of the council.

Thank you for considering my interest.

Sincerely,

Peter Hendrick

Peter Hendrick

**1567 Sierra Plaza St.
Severance, CO 80550**

Github: github.com/peterhendrick,
github.com/theoboldfrazier

Professional Summary: I have worked in the software industry for thirteen years. I started my software career with a very small company focused on delivering housing management software for seven years. I then was hired on as a software engineer at a cryptocurrency exchange where I worked for almost 3 years. I currently work as a senior software engineer for Travelers Indemnity Co. where I have been at my position for over 2 years.

PROFESSIONAL EXPERIENCE:

Travelers Indemnity Co.

Sept 2022 to Current

Software Engineer II

Responsibilities included maintaining systems related to claim file upload, storage and retrieval, legal file upload, storage and retrieval.

Projects and systems worked on include:

- Building new applications from scratch.
- Building systems to share files to large to send in email.
- Maintaining systems to upload files for claims
- Maintaining systems to upload files for legal cases
- Managing offshore teams from India
- Mentoring junior engineers
- Member of the Security Champions group
- Tech lead of a team of 7 engineers.

Skills utilized

- Node.js
- React
- AWS
- AWS S3
- AWS Lambdas
- Typescript
- Jenkins
- Vite
- Jest
- DynamoDB
- SQL Server
- DB2
- Python
- JWT
- Device Emulators
- Git Source Control

ShapeShift US – Denver, CO / Shapeshift DAO - Worldwide

Aug 2019 to July 2022

Senior Software Engineer

Responsibilities included developing and maintaining full stack systems for a cryptocurrency wallet website, interviewing potential engineering candidates, and on-boarding new hires.

Projects and systems worked on include:

- An ERC-20 rewards ledger database and user reward claims.
- Building API REST endpoints and GraphQL resolvers.
- Implementing middleware.
- Working on an iOS and Android application from scratch
- Full stack, secure user authorization
- Coordinating messaging across systems.
- ETL pipelines of market data.
- Open source project design and development.
- Decentralized Exchange trading integration.
- Liquidity Providing and Staking integration.
- 3rd party integrations for purchasing and selling cryptocurrency.
- Polyglot translation integration from English to multiple other languages.
- Historical market charts for asset pricing and user balance.
- State management design, development, and maintenance.
- Feature flagging new development.
- Smart contract integrations.

Skills utilized

- Node.js
- React
- React Native
- Redux
- Express
- Typescript
- Circle CI
- Docker
- Jest
- EVM / UTXO / Cosmos
- Cypress
- Redis
- GraphQL / Apollo
- RabbitMQ
- Websockets
- Postgres
- Python
- iOS
- Android
- Polyglot
- Cryptocurrency
- JWT
- Decentralized Finance (DeFi)
- Git Source Control

HDS LLC – Denver, CO

Oct 2012 to Aug 2019

Software Engineer

Responsibilities included developing and maintaining a housing management web application for low income housing projects in the United States.

Projects and systems worked on include:

- Database administration with MongoDB.
- Migration of new customer data from FoxPro to MongoDB.
- Overseeing 3rd party integrations with Quickbooks, MIP and Intacct.
- iOS application integration for iPad.
- Writing customized logic for client's general ledgers.
- Onboarding new engineers.
- Network Administration.
- VoIP administration.
- Developing and designing REST API endpoints.

Skills utilized

- Node.js
- Typescript
- C#
- .NET
- MongoDB
- SQL Server
- AngularJS
- FoxPro
- Express

OTHER EXPERIENCE:

Unix/Systems Administration

- In depth knowledge of Unix command line.

- Bash scripting.

Cryptography

- Advanced knowledge of blockchain technologies.
- Extensive knowledge with GPG/PGP Encryption and signatures.
- Advanced knowledge of RSA keys and Modular Arithmetic.

Hobby

- ETH Denver hackathon winner, including judge's choice award (2020). Project: ethsplainer.com

Mathematics

- Advanced knowledge and understanding of Calculus.
- Experience coding advanced algebraic and trigonometric product solutions.

OS/VM Management

- VM management on VirtualBox in MacOS, Linux and Windows host machines.
- Linux - Ubuntu/Mint/Raspbian.
- Hyper-V management of headless servers.

Text Editors/IDEs

- Advanced efficiency using and debugging with WebStorm, PyCharm and IntelliJ IDEA from JetBrains.
- Advanced efficiency using and debugging with VSCode.

EDUCATION:

University of Colorado – Boulder, CO

2005 to 2010

Bachelor of Science Civil Engineering

- Tutored Engineering Calculus and Statics for 6 Semesters.

From: noreply@civicplus.com
To: [Lindsay Radcliff Coombes](#); [Nicholas Wharton](#); [Sarah Jacobsen](#)
Subject: Online Form Submission #239 for Council, Board, Commission, Committee Application Form
Date: Saturday, April 12, 2025 7:46:57 AM

Council, Board, Commission, Committee Application Form

Select the Council,
Board, Commission, or
Committee applying for

Town Council

Personal Information

First Name Karen

Last Name Hessler

Address1 405 3rd Street

Address2 *Field not completed.*

City Severance

State CO

Zip 80546

Home Phone Number

Occupation Research Nurse Scientist

Email Address

Residency Information

Length of Residency in
Severance 24 years

Are you a registered
voter and a United
States Citizen? Yes

Education and Hobbies

Hobbies Time with family, riding/working with horses, volunteer work, time
in the CO mtns - hiking, fishing, etc

Organization Membership Information

Are you currently
serving on other Yes

Boards, Commissions,
or Committees?

If yes, which	CAB
Are you pro-growth or anti-growth?	The question is not really if one is pro or anti-growth in the NoCo area. The area is growing and those who purchase the land have the right and ability to create whatever they would like on that land whether it is for personal or business uses as long as it fits the land use code of Severance. Therefore, I would say that I am neither pro or anti-growth, but I am pro-Severance and its citizens. By that I mean that I would like to see Severance provide a safe and vibrant community for those who wish to live in Severance.
How do you see growth impacting a town like Severance, and how would you approach decisions related to development?	Being a Colorado native, raised in a very rural community, we chose to live in Severance in Oct of 2001 for its rural feel and distance from the business of areas like Fort Collins and Loveland. Over the years the population has changed and we have seen the community literally grow up around us. While that felt foreign and uncomfortable to me, personally, I learned much about how a town develops and becomes what it is. Through this process, I've learned from my positions on smaller, non-elective Severance committees/boards that there are legal aspects to how development occurs that can protect the developers' ideas for the land that they purchase. It is clear that the Town of Severance has grown since we moved here, so the questions about development become less about housing and more about services for the citizens that have invested in this community. In this manner, I would lean more toward projects that provide services for those who are already here over projects that put in more housing. That being said, it would be largely up to Land Use Code and legal for some of these decisions. I also feel that it is not necessarily my view on growth, but those we represent on a position such as town board/council. Listening to the people of Severance is very important in my opinion.
Have you served on a Board, Council, Commission, or Committee before?	Yes
If yes, which	CAB and Land Use Code Committee - I also helped Lindsay by attending the Severance Library Planning meetings to provide public viewpoint/input
Please list organization memberships and positions held	I am active in a number of nursing organizations that probably don't apply to this role, and my church (Foundations)
Upload Letter of	Letter of Interest_Hessler_04-12-2025.docx

Interest

Upload Resume

[Karen.Hessler.PhD.CV.2025.pdf](#)

Email not displaying correctly? [View it in your browser.](#)

April 12, 2025

Town of Severance
3 South Timber Ridge Parkway
Severance, CO 80546

Dear Mayor Fries and Town Council Members:

Please accept this letter of interest for the open Town Council Member seat posted on the Town of Severance website. I am a citizen of the United States and a registered voter, and have lived in Severance for 24 years with my husband and 2 teenage children.

My previous service and experience at the Town of Severance includes the Land Use Committee and the Community Advisory Board. Although I still have much to learn, I feel that this beginning experience has been excellent preparation for serving on the town council. Having been a citizen of Severance for 24 years has provided me perspective of how the town has changed and developed over time. It is fair to say that this amount of time in one area provides a certain investment in the well-being of the town and its citizens.

My "day job" is nursing. I have worked in the hospital setting, and have been a Family Nurse Practitioner since 1998. I obtained my PhD in 2008 which led me to my current position of Research Nurse Scientist at UCHHealth. I serve the entire Northern Colorado region, and have direct knowledge of the health care needs of the communities within. My work as a researcher has taught me to be highly analytical and has promoted my critical thinking skills in a way that would allow me to consider all perspectives and provide important insights should I be chosen to serve on the town council.

I am a Colorado native, and as such have great pride in our state and its resources. I grew up in North Park (Walden) where I developed rural values and work ethic. In a tight-knit rural community, care for one another as citizens is a given. Coming from this background developed my passion for rural populations like my own, most notably, access to excellent health care and safety for the public within. My work experiences have afforded me learned experience with multiple cultures in our area, and an understanding of the importance of considering the needs of others. It is truly my desire to provide a safe and desirable environment for the citizens of Severance.

Thank you for your consideration,

Karen Hessler, PhD, FNP-C
Research Nurse Scientist
405 3rd Street
Severance, CO 80546


Karen L. Hessler, PhD, FNP-C

Personal

Contact Info:

Education:

May 2008

PhD in Nursing

*University of Colorado at Denver and Health Sciences
Nursing/Research Methods*

Aug. 1998

Master of Science in Nursing

*University of Nebraska Medical Center
Family Nurse Practitioner*

Dec. 1995

Bachelor of Science in Nursing

*University of Nebraska Medical Center
Registered Nursing*

Professional

Academic

Work

Experience:

Dec 2019 – Present

UC Health

Research Nurse Scientist, Northern Region

April 2018 – November 2019

Colorado Christian University, School of Nursing, Lakewood, Colorado

Professor & Director of RN-BSN Program - FT

May 2017 – December 2019

University of Nebraska Medical Center, College of Nursing

Associate Professor – PT FNP Program Instruction and Clinical Oversight

Jan 2002 – Dec 2017

University of Northern Colorado, School of Nursing, Greeley, Colorado

2013 – 2017 Associate Professor Tenured in 2013

August 10, 2015 to May 5, 2017– Assistant Director of Graduate Programs

May 5, 2016 to May 5, 2017 – DNP Coordinator

Doctoral Research Endorsement at UNCO Graduate School through Dec. 31, 2018

Aug 2007 – July 2013 - Assistant Professor tenure-track

Family Nurse Practitioner Program

Graduate and Undergraduate lecture and clinical supervision

Jan 2002 – July 2007 Lecturer

Coordination of Obstetrics Nursing

Graduate and Undergraduate lecture and clinical supervision

Received tenure-track Assistant Professor position in 2007 at UNC when ABD with

	PhD in Nursing Research
	Jan 2001 – Dec 2002 University of Nebraska Medical Center, Scottsbluff, Nebraska Lecturer/Family Nurse Practitioner Lecture, Clinical instruction, Family Nurse Practitioner at Panhandle Diabetes Clinic Aug 1996 – May 1998 University of Nebraska Medical Center, Scottsbluff, Nebraska Graduate Teaching Assistant & Graduate Research Assistant Aug 1993 – Dec 1995 University of Nebraska Medical Center, Scottsbluff, Nebraska Undergraduate Assistant
Non-Professional Academic Work Experience:	
Volunteer Service	2022-2023 Town of Severance Land Use Code Committee – Vice-Chair 2023-Present Town of Severance Community Advisory Board – Vice-Chair (2025)
Area of Specialization:	Family Practice primary care, obstetrics and gynecological primary care, nursing research, pediatric obesity/overweight prevention, rural health promotion, research investigating nurse practitioner practice issues, nurse education teaching and learning strategies.
Research Areas/Interests:	Rural pediatric obesity prevention/ rural health promotion / rural culture; Cognitive Load Theory and Interactive Teaching Strategies, The Flipped Classroom in Nursing Education
Clinical Work Experience:	May 2018 – May 2020 Sunrise Monfort Family Clinic, Evans, Colorado Family Nurse Practitioner – Research and Grant Consultant – <i>volunteer work to write and provide consultation and grant data management for Centering for Pregnancy, group prenatal care program.</i> January 2014 – May 2016 Sunrise Monfort Family Clinic, Evans, Colorado Family Nurse Practitioner – <i>volunteer work to support community and FNP knowledge for educating FNPs at UNC School of Nursing. Research collaboration.</i> April 2011 – November 2013 Sunrise Monfort Family Clinic, Evans, Colorado Family Nurse Practitioner Community health center – FNP full range of patients including obstetrics, precepting students, both BSN and FNP from UNC School of Nursing – part-time faculty practice, grant funded FNP position. Feb. 2002 – July 2003 Fort Collins Family Physicians, Fort Collins, Colorado Family Nurse Practitioner

Primary care practice – patients of all ages and diagnoses

May 1998 – November 2001

Women's Center of Western Nebraska, Scottsbluff, Nebraska

Family Nurse Practitioner/Women's Health Nurse Practitioner

Care of obstetrics and gynecologic patients of all ages, surgery first assist, and hospital admitting privileges. Extensive on call responsibilities. Full time position.

August 2000- December 2001

University of Nebraska Medical Center – Panhandle Diabetes Center

Family Nurse Practitioner

Grant Funded diabetes clinic for Hispanic and Native Americans – primary care of diabetic patients, primarily type 2 diabetes mellitus, prevention of complications, routine visits and medication management.

February 1996 – May 1999

Regional West Medical Center, Scottsbluff, Nebraska

Registered Nurse

Perinatal RN for postpartum, antepartum, labor and delivery, nursery and neonatal intensive care unit, home care visits/community health OB, postpartum & newborn care, & charge nurse responsibilities

Publications:

Books& Book Chapters :

Hessler, K. (2019). Christian-Based Leadership in Nursing. In *Nursing as Ministry*. Jones and Bartlett Learning, Boston, MA.

Hessler, K. (2018). *Flipping the nursing classroom: Where active learning meets technology*. Jones and Bartlett Learning, Boston, MA.

Hessler, K. (2018). Initial Physical Assessment of the Newborn, 2nd Ed. Western Schools, <https://www.westernschools.com/ce-course/nursing-ce-course/initial-physical-assessment-of-the-newborn-2nd-edition-4775.aspx>

Hessler, K. (2015). Initial Newborn Assessment. *Western Schools*, <http://www.westernschools.com/ProductDetail/pid/3611>

Peer Reviewed Journal Articles:

Windler, K. D. & **Hessler, K. L.** (2025). Increasing the confidence of postpartum nurses in recognizing and reacting to sudden unexpected postnatal collapse of the newborn. *The Journal of Continuing Education in Nursing*, 56(4), 146-151.

Hessler, K. L., Andersen, G., Scannell, M., McNair, B. & Becker, M. (2024). Leadership strategies to increase psychological safety of nurses: a longitudinal study. *Quality Management in Health Care*. DOI: 10.1097/QMH.0000000000000453

Cantrell, F., **Hessler, K. L.**, Shah, J., Dunn, K., Skroch, A. & Hochheimer, C. (2024). Comparison of task-layered clinical orientation to traditional orientation in a registered nurse residency program. *The Journal of Nursing Administration*, 54(6), 341-346.

- Cox J, Witner K, DePriest K, Ramirez M, **Hessler K**, Varty M. (2004, Jul-Aug) Highlighting the benefits of the clinical education resource nurse for new graduate nurses. *Journal of Nursing Administration*, 54(7-8):393-396. doi: 10.1097/NNA.0000000000001446. PMID: 39028561.
- Squire, M. & **Hessler, K. L.** (2023). Patient to nurse violence in one-to-one assignment: a silent epidemic. *American Journal of Nursing*, 123(2), 28-35. doi: 10.1097/01.NAJ.0000918672.80373.ae.
- Hessler, K. L.**, Haylett, W. J., Becker, M., Voss, J., Waterman, K., Higgins, J., Kidin, L., Villavicencio, D., DelMonte, J. (2021). Rapid response to ready RNs for the COVID-19 pandemic. *Journal for Nurses in Professional Development*, 37(4), 220-225.
- Moorer, A., Klatt, E., Thornton, O., Groves, T.N., Eisenach, B., Soholt, K., Haylett, W. J., **Hessler, K. L.**, Zwink, J. (2021). SOS in a pandemic: staffing strategies for COVID-19. *Nursing Management*, 52(4), 22-30.
- Jones, L., **Hessler, K.**, Winter, B. & Kupzyk, K. (2019). Use of toilet alarms in the inpatient setting: promotion of patient safety, privacy, and independence. *Journal of Clinical Nursing*, Accepted for publication Oct. 1, 2019.
- Hessler, K.** (2019). Student perception of the flipped classroom in nursing education. *International Journal of Nursing Education and Scholarship*, Accepted for publication June 2019.
- Hessler, K.** & Dunmen, K. (2017). *Laboratory Prediction of Overt Diabetes in the First Trimester of Pregnancy*. June 22, 2017. DOI: 10.1002/2327-6924.12479
- Hessler, K.** (2016). Nursing Education: Flipping the classroom. *The Nurse Practitioner*, 41 (2), 17-27.
- Hessler, K.** (2015). Self-efficacy and knowledge of nurse practitioners to prevent pediatric obesity. *The Journal for Nurse Practitioners*, 11 (4), 402-408.
- Henecke, L. & **Hessler, K.** & LaLonde, T. (2015 Jun). In-patient ambulation: use of an ambulation platform apparatus. *The Journal of Nursing Administration*, 45 (6), 339-344.
- Hessler, K.** & Henderson, A. (2013, June). Interactive learning research: Application of cognitive load theory to nursing education. *International Journal of Nursing Education and Scholarship*, 10 (1), 1-9.
- English, N. & **Hessler, K.** (2013, April). Prenatal advanced care birth planning for imperiled newborns: A model of participatory decision Making and Palliative Care. *Journal of Obstetric, Gynecologic, and Neonatal Nursing*, 42(3), 390-399.
- Hessler, K.** & Siegrist, M. (2012, Feb.) Nurse practitioner attitudes and treatment practices for pediatric overweight: How do urban and rural practitioners differ? *Journal of American Academy of Nurse Practitioners*, 24 (2), 97-106.
- Hessler, K.** (2012). Primary Care Prevention of Pediatric Obesity. *American*

Academy of Nurse Practitioners Accredited CE program – peer reviewed CE program. Published online 4-2012. Available at: <http://www.unco.edu/nhs/nines/ceu.html>

Hessler, K. (2009 July, August). Physical activity behaviors of rural preschoolers. *Pediatric Nursing*, 35(4), p. 246-253.

Hessler, K. & Humphreys, J. (2008, April). Student evaluations: accepting criticism for positive change. *The Journal of Nursing Education*, 47 (4), p. 187-189.

Leners, D., Sitzman, K. & **Hessler, K.** (2006). Perceptions of nursing student clinical placement experiences. *International Journal of Nursing Education Scholarship*, 3 (1), Article 24.

Hessler, K. & Ritchie, H. (2006). Recruitment and retention of novice faculty. *Journal of Nursing Education*, 45 (5), p. 150-154.

Mueller, T. & **Hessler, K.** (2005). *Working With Your School Nurse: What General Education Teachers Should Do to Promote Educational Success for Students with Health Needs*. Access at: <http://iris.peabody.vanderbilt.edu/nur/cresource.htm>.

Non-Juried:

Hessler, K. (2010). Excelsior College Examination, Nursing Research. Test Item Writing.

Hessler, K. (2007). Physical Activity Patterns of Rural Preschoolers. (PhD Dissertation).

Gross, Waltman, Murry(Hessler), & Peltzer-Rosen (1998). Education and Partner Support Effect of Mammography Use in Hispanic Women. (Master's Thesis)

Professional Presentations:

2023 Reffel, M., **Hessler, K. L.** (2023). *Nurse perceptions of neonatal collapse on postpartum units*. Rocky Mountain Research and Evidence Based Practice Symposium.

Grant, P. & **Hessler, K. L.** (2023). *Implementation of a General Inpatient Hospice program*. Rocky Mountain Research and Evidence Based Practice Symposium.

2022 Adeyiga, B., **Hessler, K. L.** & Haylett, W. (2022). *Patient mobilization knowledge, attitudes, and behaviors of medical oncology unit staff in the community hospital setting*. Rocky Mountain Research and Evidence Based Practice Symposium.

Engel, J. & **Hessler, K. L.** (2022). *Use of hypotension as a criteria for full trauma alert in patients over 65*. Rocky Mountain Research and Evidence Based Practice Symposium.

2021 **Hessler, K. L.**, Andersen, G., Becker, M. (2021). *Psychological safety of nurses and nursing leadership*. Rocky Mountain Research and Evidence Based Practice Symposium.

Callahan, J., **Hessler, K. L.** & Haylett, W. (2021). An examination of

barriers to cancer care and their impact on time in an oncology nurse navigator program. Rocky Mountain Research and Evidence Based Practice Symposium.

- 2018 **Hessler, K.** (2018). *Flipped Learning: Where We've Been & Where We're Going*. 3rd Annual Higher Education Flipped Learning Conference at the University of Northern Colorado. *Invited Keynote Speaker*
- 2017 **Hessler, K.,** Santiago, R. & Bergmann, J. (2017). *Flipped Learning 3.0: I don't need no stinking certification!* International Webinar sponsored by Flipped Global Network. URL: <https://youtu.be/LuhKxSKLk48>
- 2017 Schams, K. Snyder, A., **Hessler, K.,** Zeller, D., Caywood, K. (April 22, 2017). *Learning Together, Combining Undergraduate and Graduate Simulated Learning*. Accepted to Western Institute of Nursing.
- 2016 Snyder, A. Dunem, K., **Hessler, K.** Milbrath, G. (April 16, 2016). *Enhancing Care of Rural Adults Across Transitions of Care with Academic Practice Partnerships*. National Organization of Nurse Practitioner Faculty Conference, Seattle, Washington.
- 2016 **Hessler, K.** (Oct. 3, 2016) *Flipping the Nursing Classroom: Where Interactive Learning Meets Technology*. Webinar presentation sponsored by Jones and Bartlett Learning. URL: <https://youtu.be/Xv1SZZsC-vU>
- 2015 **Hessler, K.** (Nov. 5, 2015) *Flipping the Nursing Classroom: Where Interactive Learning Meets Technology*. Webinar sponsored by Jones and Bartlett Learning. URL: <https://youtu.be/PldzpdY0IYc>
- 2014 **Hessler, K. & Johnson, K.** (Summer, 2014). *The Flipped Classroom in Nursing Education: Creating and Intentional Instruction Environment*. Rocky Mountain Nurse Educators Conference, Breckenridge, CO. *(Invited 4-hour training pre-session)*
- 2014 **Hessler, K. & Johnson, K.** (Spring, 2014). *Experiencing the Flipped Classroom: Planning for Success & Avoiding the Pitfalls*. National Organization of Nurse Practitioner Educators Annual Conference, Denver, CO.
- 2013 **Hessler, K. & Johnson, K.** (Spring, 2013). *Experiencing the Flipped Classroom*. University of Northern Colorado, CETL Faculty Forum, Greeley, CO.
- 2013 **Hessler, K. & Henderson.** *Interactive Learning Research: Applying Cognitive Load to Nursing Education*. 24th Annual Rocky Mountain Research and Evidence-Based Practice Symposium, Denver, CO.
- 2012 **Hessler, K. & Rojas, D.** *Service Learning – Helping our Students Help Others*. 24th Annual Nurse Educators Conference in the Rockies, Breckenridge, Colorado.
- 2012 **Hessler, K. & Henderson, A.** *Interactive Learning Research: How do Traditional and Interactive Methods Compare?* 24th Annual Nurse Educators Conference in the Rockies, Breckenridge, Colorado.
- 2011 **Hessler, K.** *Nursing Professional Panel, Nursing Research Day,*

Medical Center of the Rockies, Loveland, Colorado.

- 2011 **Hessler, K.** & Henderson, A. *Cognitive Load Theory in Nursing Education: A Study of Interactivity*. Peer reviewed poster presentation at Rocky Mountain Nurse Educators Conference, Breckenridge, CO.
- 2010 **Hessler, K.** *Nurse Practitioner Attitudes and Treatment Practices for Pediatric Overweight: How Do Urban and Rural Practitioners Differ?* Sigma Theta Tau: Zeta Omicron Chapter, Loveland, Colorado.
- 2009 **Hessler, K.** *Creating Interactive Power Point Tutorials*. National Institute for Nursing Education and Scholarship Fall Faculty Development, UNC, Greeley, CO
- 2007 **Hessler, K.**, Henderson, A. & Merrill, A. *Pre-session Workshop: Pump Up Your Power Point*. International Rocky Mountain Nurse Educators Conference, Breckenridge, CO
- 2006 **Hessler, K.** *Evidence Based Nursing Practice*. Colorado Student Nurses Association State Convention Meeting, 2006, Denver, CO.
- 2006 Barlow, S. & **Hessler, K.** *Current Evidence Based Practice in Childhood Obesity Prevention and Treatment*. 2nd Annual Evidence Based Nursing Practice Conference, Greeley, CO.
- 2006 **Hessler, K.**, Henderson, A. & Merrill, A. *Creating Interactive Power Point Tutorials*. International Rocky Mountain Nurse Educators Conference, Breckenridge, CO.
- 2005 **Hessler, K.** *Nursing Theory in Practice: Bridging the Practice-Theory Gap*. North Colorado Medical Center Nurse Scholars Meeting, May 2005, Greeley, CO.
- 2005 Koeckeritz, J., Henderson, A., **Hessler, K.**, Merrill, A. *Increasing Interactivity in the Classroom: Teaching Strategies for Infrared Devices*. 23rd Annual Nursing and Technology Conference, Atlanta, GA.
- 2005 **Hessler, K.** *Nursing Theory in Practice*. Guest Lecturer, University of Northern Colorado Graduate Theory Course Nursing 600.
- 2004 Koeckeritz, J., **Hessler, K.** & Ritchie, H. *Increasing Interactivity in the Classroom: Applications for Infrared Devices*. International Rocky Mountain Nurse Educators Conference

Non-Juried:

- 2017 **Hessler, K.** (Spring 2017). *Flipped Learning: What do the Students Have to Say?* University of Northern Colorado – Center for Education, Teaching and Learning, Greeley, CO.
- 2017 **Hessler, K.** & Yestness, N. (Spring, 2017). *A Model for Flipped Learning: What it is Anyway?* University of Northern Colorado – Center for Education, Teaching and Learning, Greeley, CO.
- 2016 **Hessler, K.** & Cuthbertson, W. (Fall 2016). *Faculty Teaching Strategies*. University of Northern Colorado – Center for Education, Teaching and Learning, Greeley, CO.
- 2016 Cuthbertson, W. & **Hessler, K.** (Fall 2016). *Faculty Assignment*

Showcase: Sharing Successful Assignments. University of Northern Colorado – Center for Education, Teaching and Learning, Greeley, CO.

- 2016 **Hessler, K.** & Weil, J. (Spring 2016). *So, You Want to Write a Book....* University of Northern Colorado – Center for Education, Teaching and Learning, Greeley, CO.
- 2016 **Hessler, K.** (Spring 2016). *Online Teaching Faculty Forum: Tips and Tricks of the Trade.* University of Northern Colorado – Center for Education, Teaching and Learning, Greeley, CO.
- 2016 Clinebell, J., BovairdAbbo, K., Cuthertson, W., **Hessler, K.**, Ku, H. & Weddington, M. (Spring 2016). *Sensitive Topics of Discussion in the College Classroom.* University of Northern Colorado – Center for Education, Teaching and Learning, Greeley, CO.
- 2015 **Hessler, K.** (Fall 2015). *Interactive Teaching Strategies.* University of Northern Colorado – Graduate Teaching Academy, Greeley, CO.
- 2015 Bovaird-Abbo, K, **Hessler, K.** & Oravitz, M. (Fall 2015). *Just Ask: Enriching Evaluation Through Face-to-Face Student Feedback.* University of Northern Colorado – Center for Education Teaching and Learning, Greeley, CO.
- 2015 **Hessler, K.** & Weil, J. (Spring 2015). *Starting a Faculty Writing Group.* University of Northern Colorado – Center for Education Teaching and Learning, Greeley, CO.
- 2014 **Hessler, K.** & Matchett, N. (Fall, 2014). *Tech Tips for Faculty: Improving Your Teaching One App at a Time.* University of Northern Colorado – Center for Education Teaching & Learning, Greeley, CO.
- 2014 **Hessler, K.** (Fall, 2014). *Helpful Apps for the School Nurse.* National School Nurses Association Meeting, Loveland, CO. (invited podium)
- 2014 **Hessler, K.** & Hutchinson, S. (Fall, 2014). *Faculty Peer Review of Teaching: Lessons Learned.* University of Northern Colorado – Monfort College of Business, Greeley, CO. (invited faculty presentation)
- 2012 **Hessler, K.** *Evidence Based Assessment of the Female Patient.* University of Northern Colorado Guest Lecture, Advanced Physical Assessment.
- 2012 **Hessler, K.** *Evidence Based Prenatal Care.* University of Northern Colorado Guest Lecture, Nursing of Obstetrics and Women's Health.
- 2011 **Hessler, K.** *Maximizing Student Learning Using Cognitive Load Theory.* The Center for the Enhancement of Teaching and Learning Graduate Assistant for Graduate Student Professional Development Program
- 2004 **Hessler, K.** *Women's Health Promotion Lecture.* University of Northern Colorado Guest lecturer health promotion content BSN program, Nursing 345.
- 2004 **Hessler, K.** *Rural Nursing.* University of Northern Colorado, Guest lecturer health promotion content BSN program, Nursing 345.

- 2003 **Hessler, K.** *Women's Health Promotion Lecture*. University of Northern Colorado, Nursing 345.
- 2001 **Hessler, K.** *Osteoporosis Update Information*. Panhandles Diabetes Group, Scottsbluff, NE.
- 1998 **Hessler, K.** *Contraception*. Junior/Senior High Students.
Hessler, K. *Infertility*. BSN Students.
Hessler, K. *Getting Your Period*. Junior High Students.
Hessler, K. *Osteoporosis*. Scottsbluff Business and Professional Women's Assembly & Diabetes Support Group, Scottsbluff, NE.
- 1998 **Hessler, K.** *Education and Partner Support Effect of Mammography Use in Hispanic Women*. Graduate Research Presentation.

Funded Grants:

Projects:

Hessler, K. & Brooks, L. (2018-2019). *Centering for Sunrise*. March of Dimes. (\$16,190).

Hessler, K. (2013 - 2015). *Laboratory Prediction of Overt Diabetes in Underserved Pregnant Women*. University of Northern Colorado Provost Faculty Grant Fund. **Accepted for funding Fall 2012.** (\$10,000).

Hessler, K. (2010). *Educating and Encouraging Nurse Practitioners to Implement Pediatric Obesity Prevention Practices*. University of Northern Colorado PRISM project. **Accepted for Funding May 2010.**

Hessler, K. (2008). *Provider Attitudes and Treatment of the Overweight & Obese Pediatric Patients*. University of Northern Colorado Provost Grant Fund Award. **Accepted for Funding, December 2008.** (\$6,000).

Hessler, K. (2008). *Provider Attitudes and Treatment of the Overweight or Obese Pediatric Patient*. University of Northern Colorado PRISM project. **Accepted for funding, April 2008.**

Hessler, K. (2007). *Physical Activity Patterns of Rural Northwestern Colorado Preschoolers*. American Academy of Nurse Practitioners – Foundation. **Accepted for funding July 2007.** (\$2000)

Hessler, K. (2006). *Evidence Based Practice in Childhood Obesity*. University of Northern Colorado SPARC Small grant speaker/mentor proposal. **Accepted for funding Jan. 2006.**

Hessler, K. (2006). *Evidence Based Practice in Childhood Obesity*. University of Northern Colorado SPARC Small grant speaker/mentor proposal. **Accepted for funding Jan. 2006.**

Hessler, K. (2005). *Prevention Practices of Rural and Urban Well-Child Health-Care Providers*. University of Northern Colorado PRISM project grant proposal – **Accepted for funding, June 2005.**

Professional Consultation:

Nurse Planner for Audio Digest – CE specialty program 2009-Present
 Reviewer - Journal of Continuing Education for Nurses 2024-Present
 Reviewer- Journal of Nursing Administration 2024-Present
 Expert Clinical Legal Witness – Martin – Conklin C.P. 2009-2010
 Reviewer for Journal of Nursing Education and Scholarship – ongoing
 Reviewer for Journal of Nursing Education and Technology - ongoing
 Reviewer of Mosby Publications – ongoing

**Honors and
Awards:**

Reviewer for Lippincott, Williams and Wilkins – ongoing
Reviewer for Pediatric Nursing Journal - ongoing
Reviewer for Journal of American Academy of Nurse Practitioners - ongoing
Reviewer for Pearson Publications - ongoing

2022 – Magnet Nurse of the Year Nomination – New Knowledge & Innovations

2018 – Invited Keynote Opening Speaker for 3rd Annual Higher Education
Flipped Learning Conference, Greeley, CO

2017-2021 – Flipped Learning Global Initiative Research Fellow:
<http://flglobal.org/flippedresearchlabs/>

2016-2017 – DNP & Women's and Children's NEXUS Committees

2016-2017 – DNP Coordinator

2015 – Flipped Learning Academy – Competitive Faculty Development

2015 – NLN – Teaching and Learning Fellow Nominee

2014-2017 – UNC Center for Teaching and Learning – NHS Faculty Fellow

2012 – Nominee for UNC's Inspiring Woman Award

2010 – PRISM Grant Award

2008 – Provost Faculty Research Grant Awarded

2007 – AANP Foundation Grant Award for PhD dissertation research

2006 - University of Colorado School of Nursing Scholarship Award – UCHSC –
School of Nursing

2005 – PRISM Faculty Grant Award – UNC SPARC & SON

2005 – Elsevier Teaching of the Year Nomination – Elsevier Publishing Co.

2003 – 2005 – UHSC – School of Nursing – 4.0 GPA

1999 – Sigma Theta Tau Scholarship Award – Sigma Theta Tau International –
Omaha Women's Coalition

1998 – MSN Graduation with distinction/ Dean's honor roll – University of Nebraska
Medical Center

1996 – Sigma Theta Tau International Induction – Sigma Theta Tau International

1995 – BSN Graduation with Honors/ Dean's honor roll/ President School of Nursing
student organization. – University of Nebraska Medical Center

From: noreply@civicplus.com
To: [Lindsay Radcliff Coombes](#); [Nicholas Wharton](#); [Sarah Jacobsen](#)
Subject: Online Form Submission #223 for Council, Board, Commission, Committee Application Form
Date: Friday, March 28, 2025 10:56:10 AM

Council, Board, Commission, Committee Application Form

Select the Council,
Board, Commission, or
Committee applying for

Town Council

Personal Information

First Name

John

Last Name

padora

Address1

1267 wild basin rd

Address2

Field not completed.

City

Severance

State

CO

Zip

80550

Home Phone Number

[REDACTED]

Occupation

Manufacturing Engineer/Consultant

Email Address

[REDACTED]

Residency Information

Length of Residency in
Severance

3.5 years

Are you a registered
voter and a United
States Citizen?

Yes

Education and Hobbies

Hobbies

Skiing, Hiking, Fishing,

Organization Membership Information

Are you currently
serving on other

No

Boards, Commissions,
or Committees?

If yes, which	<i>Field not completed.</i>
Are you pro-growth or anti-growth?	Pro-growth with an emphasis on sustainability and considering the voice of town members as well as developers.
How do you see growth impacting a town like Severance, and how would you approach decisions related to development?	Growth in Severance brings both opportunities and challenges. My approach to development would focus on responsible, sustainable growth that preserves our town's unique character while ensuring we have the infrastructure and resources to support new residents. I would prioritize bringing in small, locally-owned businesses and essential services, while keeping larger corporations at bay. With my background in environmental sciences and engineering, I'd advocate for eco-friendly development and green building practices. Additionally, ensuring safe streets and maintaining accessible public spaces would be key to improving quality of life as our town grows.
Have you served on a Board, Council, Commission, or Committee before?	No
If yes, which	<i>Field not completed.</i>
Please list organization memberships and positions held	<i>Field not completed.</i>
Upload Letter of Interest	Severance - Vacancy - LOI.pdf
Upload Resume	John Padora - Manufacturing Engineer 2024 Resume.pdf

Email not displaying correctly? [View it in your browser.](#)

John Padora
1267 Wild Basin Rd.
Severance, CO 80550

03/28/2025

Attn: Severance Town Council
Town of Severance
3 Timber Rdg Pkwy
Severance, CO 80550

Letter of Interest for Town Council Vacancy

Dear Members of the Severance Town Council,

I am writing to express my strong interest in filling the vacant seat on the Severance Town Council. As a dedicated professional in the aerospace and medical device manufacturing engineering industries, a long-time advocate for state and national issues, and a proud resident of Severance, I am eager to contribute my experience, skills, and passion to serve our community at the local level.

I grew up in rural America, spending my formative years in small agricultural and coal-mining towns in Pennsylvania. These experiences instilled in me a deep appreciation for hard work, community resilience, and the importance of strong local governance. I have carried these values with me throughout my career, which has spanned nearly two decades in manufacturing, engineering, and process improvement. In my current role as a manufacturing engineer, I focus on problem-solving, optimizing efficiency, and ensuring long-term sustainability—skills that I believe translate well to municipal leadership.

Additionally, I have a background in environmental sciences and geospatial technology, along with expertise in environmental health and safety. I believe that my STEM background, with its emphasis on problem-solving, data-driven decision-making, and responsible resource management, would be a great asset to the Severance Town Council. My approach to responsible growth centers around ensuring that we have the proper resources, infrastructure, and capacity to support the increasing population while maintaining the town's unique character and quality of life.

In 2021, my wife, our three children, and I chose to relocate to Severance, drawn by its quiet, family-friendly atmosphere, strong schools, and the independence that Weld County offers. We wanted to raise our children in a safe and supportive community, away from the congestion of larger cities while still having access to opportunities. Over the past few years, we have come to love Severance and appreciate the sense of unity among its residents.

As Severance continues to grow, I understand the importance of bringing the right kind of small businesses, such as family-owned stores, pharmacies, and essential services, to ensure that our town thrives without being overtaken by larger corporations. At the same time, it is crucial that we find creative ways to bring additional tax revenue into Severance. This can be achieved by fostering a thriving local economy with a balanced mix of residential, retail, and light industrial development. I would also advocate for leveraging incentives for small businesses to open in Severance, thereby increasing local employment and generating additional revenue to support the town's growth.

Improving access to walking and hiking trails, along with enhancing the overall integrity and expansion of our parks, playgrounds, and recreational spaces, is also a priority for me. These spaces are vital for the well-being of our residents and create a strong sense of community. I also believe it is essential to be a strong voice for farmers in Severance, helping leverage support from the Colorado State Legislature, which often overlooks the unique needs of agriculture and small-town communities.

I am committed to addressing the concerns of our community, particularly regarding safety issues such as vehicle break-ins and speeding drivers in our subdivisions. Ensuring our town remains a safe, vibrant place for all families will be central to my focus.

My background in state and national advocacy has allowed me to engage with larger policy discussions on economic development, infrastructure, and workforce growth. However, I recognize that the foundation of good governance starts at the local level. I am excited about the opportunity to bring my experience and perspective to the Town Council, working collaboratively to support responsible growth, maintain our town's character, and enhance the quality of life for all residents.

If given the opportunity to serve, I would approach the role with the same dedication, strategic thinking, and problem-solving mindset that have defined my professional career. I look forward to the possibility of working alongside fellow council members, town staff, and community members to make Severance an even better place to live, work, and raise a family.

Thank you for your time and consideration. I welcome the opportunity to discuss my interest further and look forward to your response.

Sincerely,
John Padora

John J. Padora

1267 Wild Basin Rd. | Severance, CO 80550

LinkedIn: (<https://linkedin.com/in/john-padoracncenvsci>)

Objective

Dynamic and results-oriented Manufacturing Engineer with over 15 years of experience in CNC programming, ultra-precision manufacturing, team leadership, process engineering, and more. Proven expertise in advising manufacturing companies on market trends, operational efficiencies, and advanced manufacturing practices. Skilled in lean manufacturing, product lifecycle management, and transitioning products from prototype to full-scale production. Passionate about delivering innovative, sustainable solutions that drive organizational success. Seeking to contribute my expertise to a forward-thinking organization that values excellence and continuous improvement.

Education

Bachelor of Science in Environmental Sciences & Geo-spatial Technology
Southern New Hampshire University, Manchester, NH
March 2016 – September 2019

Associate of Applied Science in Machine Tool & Computer-Aided Manufacturing
Thaddeus Stevens College of Technology, Lancaster, PA
August 2007 – May 2009

Professional Training & Technical Skills

Manufacturing Engineering: Process development, 5-axis CNC programming, production optimization, tooling/fixture design, ERP (JobBOSS), GD&T (ANSI Y-14.5), ISO 9001, AS9100_D, FDA compliance, lean manufacturing, prototyping, R&D, and CNC program management.

Consulting Expertise: Market trends analysis, operational efficiency recommendations, lean manufacturing strategies, and best practices for implementing advanced manufacturing technologies.

Software Proficiency: SolidWorks 2023, Mastercam 2023, JobBoss, Inspection Manager.

Leadership & Management: Multi-shift supervision, team mentorship, training machinists/CNC programmers, continuous improvement initiatives, and strategic production planning.

Environmental Science & Research: Biology, geology, chemistry, GIS, remote sensing, ecological methods, and climate change studies.

Professional Experience

Manufacturing Engineer Level III (Hybrid/Remote)

KMM Group, Philadelphia, PA

December 2020 – Present

- Develop and implement ultra-precision machining processes for complex aerospace and medical components.
- Write and optimize CNC programs using Mastercam 2023 for 5-axis machining, achieving exceptional tolerances.
- Collaborate with cross-functional teams to integrate robotics, automation, and lean principles, reducing lead times and costs.
- Design and manufacture custom tooling, fixtures, and inspection gauges with SolidWorks.
- Drive continuous improvement initiatives, resulting in a 20% reduction in cycle times and improved process reliability.

Adjunct Instructor - Machining & Manufacturing of Firearms (Part-Time)

Sonoran Desert Institute, Tempe, AZ

April 2022 – June 2024

- Educated students on advanced machining techniques, materials science, and manufacturing processes for firearms.
- Designed curriculum modules on CNC programming, metallurgy, and quality assurance.
- Fostered a collaborative learning environment, with over 90% of students achieving certification.

CNC Department Supervisor

Fluid Conditioning Products Inc., Lititz, PA

April 2016 – December 2020

- Supervised daily operations of a multi-shift CNC department, ensuring on-time delivery of high-precision components.
- Implemented process enhancements that improved efficiency by 25% and reduced scrap by 15%.
- Conducted root cause analysis for quality issues, driving corrective actions that enhanced ISO compliance.
- Played a key role in training machinists, developing skill sets to support organizational growth.

CNC Milling Department Lead Machinist

Diversified Machine Inc., Lancaster, PA

January 2014 – February 2016

- Led a team in the setup and operation of CNC mills for diverse production and prototype jobs.
- Reduced setup times by 30% through innovative fixture design and process optimization.
- Trained operators and machinists to achieve consistently high-quality output, meeting customer requirements.

CNC Machinist***Wolfe Tool & Machine Co., York, PA***

April 2011 – April 2012

- Programmed and operated Okuma Vertical Machining Centers, achieving tight tolerances for critical applications.
- Conducted detailed inspections to ensure parts met stringent specifications, enhancing customer satisfaction.

CNC Machinist***Johnson & Johnson - formerly Synthes USA, West Chester, PA***

March 2010 – March 2011

- Operated and programmed Mazak Horizontal Mills and Flow Waterjet systems for medical device components.
- Maintained GMP compliance while optimizing machining cell productivity.

Proto-type CNC Setup-Machinist***Stryker - formerly K2M Inc., Malvern, PA***

May 2009 – January 2010

- Produced complex prototypes using HAAS 4-axis CNC Mills, with a focus on precision and quality.
- Collaborated with engineering teams to refine designs and resolve manufacturability challenges.

Manual Machinist Apprentice (Internship)***McGuckin & Pyle, Downingtown, PA***

May 2008 – September 2008

- Operated manual and CNC equipment to manufacture high-tolerance parts.
- Assisted in the assembly and testing of mechanical systems, gaining comprehensive shop-floor experience.

Consulting (Part-Time)***Independent Manufacturing Consultant***

2013 – Present

- Partnered with manufacturing firms to advise on industry trends, market dynamics, and operational efficiency.
- Developed tailored strategies for implementing lean principles, reducing operational waste by up to 30%.
- Provided insights on emerging technologies, enabling clients to remain competitive in evolving markets.

References

- **Dave McComsey**
Machine Shop Manager @ Fluid Conditioning Products
Phone: 717-341-4459
- **Christopher Gross**
Engineering Technician @ Armstrong
Phone: 610-781-4686
- **Steve Kaffana**
Master Certified Welder @ Fluid Conditioning Products
Phone: 631-241-1719
- **John Flory**
General Manager @ Diversified Machine Inc.
Phone: 717-615-2235
- **John Kish**
Production Manager @ K2M/Stryker
Phone: 610-644-5506
- **Mike Lamarca**
CNC Supervisor
Phone: 813-380-4890
- **Jim Wright**
Journeyman Machinist @ Hillside Custom & Machine
Phone: 610-329-3009

From: noreply@civicplus.com
To: [Lindsay Radcliff Coombes](#); [Nicholas Wharton](#); [Sarah Jacobsen](#)
Subject: Online Form Submission #338 for Council, Board, Commission, Committee Application Form
Date: Monday, April 14, 2025 3:01:10 PM

Council, Board, Commission, Committee Application Form

Select the Council,
Board, Commission, or
Committee applying for

Town Council

Personal Information

First Name Jennifer

Last Name Shaw

Address1 306 Immigrant Trl

Address2 *Field not completed.*

City Severance

State CO

Zip 80550

Home Phone Number

Occupation SVP of Compliance

Email Address

Residency Information

Length of Residency in
Severance 4 years

Are you a registered
voter and a United
States Citizen? Yes

Education and Hobbies

Hobbies Education; Bachelor of Science Degree from Iowa State
University. Hobbies: Raise 4-H show pigs with my children,
watch my son play baseball, skiing, gardening

Organization Membership Information

Are you currently Yes

serving on other
Boards, Commissions,
or Committees?

If yes, which

Settler's Landing HOA

Are you pro-growth or
anti-growth?

Pro-Growth

How do you see growth
impacting a town like
Severance, and how
would you approach
decisions related to
development?

The growth and development of the Town of Severance can be positive as long as we are mindful and consider the impacts the growth has on our existing community. My approach to decisions related to development will come down to how the growth will impact our roads, water availability, children/schools, housing and land availability for all income levels, the aesthetic beauty of our town. We want to attract those of all ages, all incomes to have a flourishing and thriving community we can all be proud of.

Have you served on a
Board, Council,
Commission, or
Committee before?

Yes

If yes, which

Settler's Landing HOA

Please list organization
memberships and
positions held

Settler's Landing HOA - Secretary

Upload Letter of
Interest

[Shaw - Town of Severance.docx](#)

Upload Resume

[Jennifer Shaw - Resume.docx](#)

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April 14, 2025

Mayor Matthew Fries
Members, Severance Town Council
3 S. Timber Ridge Parkway
Severance, CO 80550

RE: Letter of Interest for Open Council Member Position

Dear Mayor Fries and Town Council Members,

Hello. I would like the opportunity to interview and be considered for the open council seat for the Town of Severance. I have lived in Severance, CO for almost 5 years in the Settler's Landing Subdivision.

My husband, of 25 years, and I lived in Fort Collins, CO for 14 years prior to moving to Severance. We have 3 children who attend Range View Elementary, Severance Middle School, and Severance High School. Our draw to Severance was the open space, larger lot, and small-town feel. We are actively involved with our children and their activities. My hobbies are working with my kids to raise their 4-H pigs, and watching my son play baseball.

I feel with my connections with the parents through my kids activities, allows me an opportunity to hear from the community, and provide feedback to the Town Council Members. This will also provide an opportunity to answer questions from concerned community members.

Enclosed is my resume for further information about my career.

Thank you for your time and consideration.

Sincerely,
Jennifer Shaw

JENNIFER E. I. SHAW

306 Immigrant Trail, Severance, CO 80550

[REDACTED]

SUMMARY OF QUALIFICATIONS

25 plus years of experience in the finance and insurance industries, in various positions including auditor, loan closer, and account manager. Possesses the necessary analytical skills to identify exposure, risk, and loss. Experience in identifying, reporting, and resolving accounting and compliance issues. Effective at communicating and consulting peers and client group to set goals to achieve improvements in performance and processes.

PROFESSIONAL EXPERIENCE

First National Title Insurance Company, Plano, TX

2021 to current

Senior Vice President of Quality

- Supervise and provide leadership to four employees.
- Manage risk and growth in my leadership position with FNTI.
- Evaluate agent's practices and procedures to verify compliance with state and federal regulations, and underwriter policies. Experienced with statutory annual audits for Missouri, Kansas, Nebraska, Maryland, Virginia and Idaho. Experienced auditing large National Agents.
- Audit fiduciary escrow accounts, determine if they are properly reconciled, and if theft or fraud has occurred.
- Review files to determine if the agent is in compliance with RESPA regulations, following closing instructions, disbursing the file in accordance to the CD and Settlement Statement, and clearing exceptions from title.
- Train agents on accounting principles and proper escrow reconciliations during seminars. Work diligently with agents to resolve accounting and compliance issues.
- Report all audit findings verbally and in writing to the respective agent and management.
- Identify internal control deficiencies. Recommend procedure/policy changes to prevent theft and fraud.
- Assist formal audit teams on due diligences and defalcations.
- Knowledgeable of ALTA's Best Practice Standards and discussing assessment readiness and procedures.
- Schedule and plan 100% of personal work and schedule in addition to managing, monitoring work for three employees.
- Manage, train and execute reviews for direct reports.

WESTCOR LAND TITLE INSURANCE COMPANY, Maitland, FL

2010 to 2021

West Region Audit Manager

- Supervise and provide leadership to three employees in a 26 state territory.
- Evaluate agent's practices and procedures to verify compliance with state and federal regulations, and underwriter policies. Experienced with statutory annual audits for Missouri, Kansas, Nebraska, Maryland, Virginia and Idaho. Experienced auditing large National Agents.
- Audit fiduciary escrow accounts, determine if they are properly reconciled, and if theft or fraud has occurred.
- Review files to determine if the agent is in compliance with RESPA regulations, following closing instructions, disbursing the file in accordance to the CD and Settlement Statement, and clearing exceptions from title.
- Train agents on accounting principles and proper escrow reconciliations during seminars. Work diligently with agents to resolve accounting and compliance issues.
- Report all audit findings verbally and in writing to the respective agent and management.
- Identify internal control deficiencies. Recommend procedure/policy changes to prevent theft and fraud.
- Assist formal audit teams on due diligences and defalcations.

- Knowledgeable of ALTA's Best Practice Standards and discussing assessment readiness and procedures.
- Schedule and plan 100% of personal work and schedule in addition to managing, monitoring work for three employees.
- Manage, train and execute reviews for direct reports.

FIDELITY NATIONAL FINANCIAL GROUP, Jacksonville, FL

2004 - 2010

2004 – present

Integrated with merger from LANDAMERICA FINANCIAL GROUP, Richmond, VA

Agency Auditor

- Audit fiduciary escrow accounts, determine if they are properly reconciled, and if theft or fraud has occurred.
- Review files to determine if the agent is in compliance with RESPA regulations, following closing instructions, disbursing the file in accordance to the HUD-1, and clearing exceptions from title.
- Evaluate agent's practices and procedures to verify compliance with state and federal regulations, and underwriter policies.
- Train agents on accounting principles and proper escrow reconciliations. Work diligently with agents to resolve accounting and compliance issues.
- Report all audit findings verbally and in writing to the respective agent and management.
- Identify internal control deficiencies. Recommend procedure/policy changes to prevent theft and fraud.
- Assist formal audit teams on due diligences and defalcations.
- Travel a 12 state territory, responsible for auditing 100 agents annually.
- Schedule and plan 100% of personal work schedule.
- Consistently exceeded annual goals.

SECURITY NATIONAL REAL ESTATE SERVICES, Greenwood Village, CO

2003 – 2004

Escrow Officer

- Prepared HUD-1 settlement statements and lender closing packages, balanced and disbursed files in compliance with lender instructions and RESPA guidelines for both local and national closings.
- Presented mortgage loan documents and reviewed packages prior to their return to lender.
- Identified and resolved vesting issues and title issues including judgments, liens, and deed releases.
- Completed legal documents such as quit claim deeds, power of attorneys, subordination, and private party payoffs.

AMERICAN GENERAL FINANCIAL SERVICES, INC., Denver, CO

2001 – 2003

Financial Representative

- Trained new employees on company policies, procedures, and lending practices.
- Processed real estate, personal, and retail loan applications and extended credit within lending authority.
- Managed branch accounts through soliciting, account adjustments, collecting, and litigation.
- Received "Superior Performance" ranking on customer relations from several managers.

EDUCATION AND CERTIFICATION

Bachelor of Science Degree in Agricultural Education from Iowa State University, Ames, Iowa.

2000

ADDITIONAL EXPERIENCE

Leadership

- Settler's Landing HOA Advisory Board 2021
- Westchase HOA 4th of July Parade – organized event 2018-2019
- USDA and Agriculture Education Collaboration – National Undergraduate Representative 1999
- President – Iowa State University Agriculture Education Club 1999-2000
- Walt Disney World – Summer Internship 1998
- Southeast District President/State Vice-President – Iowa FFA Organization 1995-1996
- FFA International Student Exchange Program to Russia 1994

Hobbies

- Raise 4-H show pigs with my children, watch my son play baseball, skiing, gardening

COMPUTER SKILLS

Proficient in Microsoft Word, Excel, and Outlook, and knowledgeable in Qualia, SoftPro/ProTrust, Ramquest, AIM, SMS-VISION, RESWARE, and Quick Books.

From: noreply@civicplus.com
To: [Lindsay Radcliff Coombes](#); [Nicholas Wharton](#); [Sarah Jacobsen](#)
Subject: Online Form Submission #226 for Council, Board, Commission, Committee Application Form
Date: Monday, March 31, 2025 8:08:43 PM

Council, Board, Commission, Committee Application Form

Select the Council,
Board, Commission, or
Committee applying for

Town Council

Personal Information

First Name Chase

Last Name Zajc

Address1 844 Forest Canyon Rd

Address2 *Field not completed.*

City Severance

State Colorado

Zip 80550

Home Phone Number

Occupation Monitoring Specialist in the Division of Child Welfare.

Email Address

Residency Information

Length of Residency in
Severance It will be 2 years in July 2025.

Are you a registered
voter and a United
States Citizen? Yes

Education and Hobbies

Hobbies I like watching and playing sports, kayaking, reading, and learning.

Organization Membership Information

Are you currently
serving on other Yes

Boards, Commissions,
or Committees?

If yes, which	I currently serve on the Town of Severance's Citizen Advisory Board. I also sit on the Board of Directors of two nonprofits—one in Northern Colorado and one in Illinois.
Are you pro-growth or anti-growth?	I am pro-growth. I do not think that being anti-growth inherently leads to a sustainable sense of community and will not lead to Town progress. Being pro-growth also does not have to mean growing in a way that is against the Town's stated mission, vision, values or goals.
How do you see growth impacting a town like Severance, and how would you approach decisions related to development?	I believe that growth will help achieve the Town's stated mission and vision for Severance. Growth can lead to more opportunities to improve town infrastructure and amenities, be more attractive to commercial investments, and help the Town be sustainable for generations to come. With that, it will be important that the Council and Town staff, as Severance grows, are creating opportunities for important services such as (but not limited to) police and fire, water security, and road maintenance to grow alongside it. It will also be vital that during these times of growth, to listen to the citizens about their concerns about growing too fast or losing a feeling of community. My approach to development decisions would be to ensure that the town's laws, codes, ordinances and other regulatory requirements are all met and that the public are given ample opportunity to be heard. It is likely that there will be times that I, or the Council, makes a decision that the citizens of Severance may not like. I intend on ensuring that the public, Town staff, and fellow council members understand my intentions when I vote for or against a development plan—or any other legislative item. Being transparent, accessible, and honest about intentions, I believe, is the best way to earn trust and engage in governmental activities. ^[1]_{SEP}
Have you served on a Board, Council, Commission, or Committee before?	Yes
If yes, which	Town of Severance's Citizen Advisory Board
Please list organization memberships and positions held	Board of Director: Healing Warriors Program, located in Fort Collins, Colorado. Board of Director: Let's Ketchup, located in Bourbonnais, IL.
Upload Letter of Interest	Town Council Letter of Intent.docx

Upload Resume

[Resume_Update_2024.docx](#)

Email not displaying correctly? [View it in your browser.](#)

3/31/2025

Dear Mayor Fries and the Town of Severance Town Council:

My name is Chase Zajc and I am expressing my interest in being considered for appointment to the vacant seat on the Town Council. Throughout my professional career, I have felt a sense of duty to others. As I have gotten older and experienced a bit more of the world, that sense of duty has grown to this community. In each leadership role I have held in the nonprofit and public sector, I have brought critical thinking, strong listening skills, and a solution-focused mindset.

With the few months of exposure I have had on the Citizen Advisory Board, and my increased participation in the Town's official proceedings, I am excited about the future of Severance. I believe, with the above stated skills, I can be a productive, reliable, and trustworthy member of the Council. If selected for this appointment, I will represent the Town of Severance professionally and responsibly and will actively work with fellow councilmembers, the public, and the staff to achieve Severance's goals.

In observing the Town Council's actions and approaches to government activities, I have had increasing amounts of respect for how the Council conducts itself. Being accessible, honest, and responsible are all values I share with the Council and would be honored to bring them to the Town my family calls home.

Thank you for your consideration and your service to the Town of Severance. Enclosed with this letter is my resume for your review. Please reach out to me for any additional questions or concerns.

Sincerely,

Chase Zajc

A solid black rectangular box used to redact the signature of Chase Zajc.

Chase Zajc

844 Forest Canyon Road, Severance, CO 80550

<https://www.linkedin.com/in/chase-zajc-ab76812a/>

SUMMARY STATEMENT

Master's degree in Professional Counseling, a PhD in Organizational Leadership with 8 years of manager experience in the behavioral health field. Creative problem-solver, critical thinker, adaptive, and a leader striving for growth. Strong relational skills and integrity.

PROFESSIONAL WORK EXPERIENCE

Colorado Department of Human Services, Denver, CO, Monitoring Specialist, February 2024-Present

- *Interpret and enforce regulatory standards for 24-hour care facilities in the State of Colorado*
- *Conduct investigations and submit paperwork*
- *Provide customer service and technical assistance for facilities*

Healing Warriors Program, Fort Collins, CO, Executive Director, February 2023-February 2024

- *Chief decision maker for the organization*
- *Leads all facets of strategic planning for the organization including: fundraising, grants, and clinical improvements*
- *Works with Board of Directors to achieve organizational goals*
- *Provides leadership and direction to the team*
- *Ensures accurate reporting and implementation of active grant awards*
- *Front facing representative for the organization*
- *Engages in networking and community outreach events*

Turning Point, Fort Collins, CO, Clinical Director, June 2021-October 2022

- *Oversees the operations of two residential programs and a full outpatient program, responsible for 50+ staff*
- *Executive Leadership Team member, responsible for crafting strategic planning and goals for the organization*
- *Assists in budget planning and budget related decisions*
- *Oversee grant writing and approved grant projects*
- *Creating and executing organization wide projects*
- *Collaborates with ancillary departments to facilitate teamwork to achieve organizational goals*
- *Involved in retention and employee satisfaction initiatives*
- *Involved in HR recruiting and decision-making processes*
- *Front facing leader for external stakeholders across state and other governmental entities*
- *Responsible for driving growth in two separate communities*
- *Coaches and develops other supervisors and clinicians*

Nexus Indian Oaks, Manteno, IL, Clinical Director, January 2020-May 2021

- *Oversaw the operation of three programs at Indian Oaks—two juvenile sex offender programs (one male, one female) and the Transitional Living Programs (one male, one female), responsible for 50+ staff*
- *Responsible for both the clinical integrity and direction of the overall programs and budgetary components*
- *Directly supervised the managers of these programs providing coaching and mentoring in leadership and clinical skills*
- *Engaged internal stakeholders to promote organizational change*
- *Involved in HR investigations involving bargaining unit members*
- *Communicated with external stakeholders, including responding to audits and complaints*
- *Tasked with improving the trauma-informed processes and practices of each of these programs.*
- *Additional tasks include creating a leadership development program for the agency in collaboration with HR.*

Nexus Indian Oaks, Manteno, IL, Community Support Services Manager, January 2019-January 2020

- *Tasked with creating an outpatient program for Indian Oaks including creating contract proposals, researching current legislation, payment structures, treatment modalities, and reviewing local community needs*

- *Additional responsibilities included managing the program's budget, hiring and supervising staff, creating policies and procedures for the new program, and ensuring adherence to city, state, and federal rules and regulations*
- *Engaged with community-based activities to develop relationships with external stakeholders to ensure that the community's needs are met and that the developed program is sustainable*
- *Role was expanded to include leading two Transitional Living Placements for youth ages 18-20*
- *Provided coaching and leadership development to the supervisor of these programs*
- *Managed budgets for these programs*
- *Responsible for the overall vision and direction of these programs*

Nexus Indian Oaks, Manteno, IL, Program Manager, August 2017-January 2019

- *Managed approximately 40 employees on two adolescent inpatient psychiatric units*
- *Oversaw all program functions—clinical, budgetary, staff, and general operations*
- *Managed relationships between hospital and Indian Oaks*
- *Report development and writing that included data collection, interpretation, and presentation*
- *Engaged in staff development, training, and coaching*
- *Implemented trauma-informed interventions and culture to reduce restraints and improve outcomes*
- *Had to maintain professional relationships between both organizations to ensure that both organizations' needs were met*

EDUCATION

Master of Arts in Professional Counseling, May 2013
Olivet Nazarene University, Bourbonnais, IL, GPA: 3.5

PhD in Organizational Leadership, August 2024
The Chicago School of Professional Psychology, Chicago, IL, Current GPA: 3.98

Bachelor of Science in Sport Management, May 2009
Olivet Nazarene University, Bourbonnais, IL, GPA: 3.0

VOLUNTEER EXPERIENCE / COMMUNITY SERVICE

Project SUN Planning Committee, January 2019-May 2021
Kankakee, IL

Assist Kankakee County in utilizing grant funding to improve the behavioral health system in Kankakee County. I have been an active member of the community planning team with tasks that include: being a part of a team that develops strategies, policies, procedures to implement a system of care model in Kankakee County; develop and implement strategies to engage local families and youth to be active stakeholders in the initiative; analyzing data obtained in the initial planning year; help write and strategize the grant plan proposal; and lead the creation of workgroups to achieve the system of care. Current member of the executive team for Project SUN.

Healing Warriors Program Board of Directors, May 2024-Present
Serve on the Board of Directors to oversee the overall health and goals of the nonprofit. Healing Warriors Program serves Veterans with non-narcotic care for no cost.

Let's Ketchup Board of Directors, January 2023-Present
Let's Ketchup is a nonprofit whose goal is to eliminate student lunch debt and to engage in other community efforts to help youth and families flourish.

Town of Severance Citizen Advisory Board, January 2025-Present



AGENDA ITEM SUMMARY

AGENDA ITEM	SUBMITTED BY	PRESENTED BY
Pg. 141 - Ordinance 2025-XX: Light Nuisance	Nicholas Wharton, Town Manager	Nicholas J. Wharton, MPA
ACTION REQUESTED		
Town Management asks that the Town Council discuss the proposed ordinance on light nuisance and direct any further actions they deem necessary.		<u>Ordinance</u> <u>Discussion</u> <u>Attorney Approved</u>
BRIEF SUMMARY		
At the February 11th Council Meeting, residents Alyce Keyes and Skyler Dahlinger spoke about light pollution caused by permanent lights on homes and buildings and the negative effects these lights are having on their home lives. Both residents asked the Council to consider amending the town's code regulating the lights and use. This became a council member's petition by Council Members Meyers and Vandermark. After presenting to the Citizen Advisory Board, the board recommended not changing the lighting code, but rather addressing the issue under the nuisance section of the Town's Municipal Code.		
PUBLIC SUPPORT/CONCERN		
Public comment was received at the February 11th Council Meeting.		
ANALYSIS AND RECOMMENDATION		
Town Management asks that the Town Council discuss the proposed ordinance on light nuisance and direct any further actions they deem necessary.		
MATERIALS SUBMITTED		
The following materials were submitted and included in this packet: 2025-05-02 - Ordinance - Amending Nuisance Definition		

**TOWN OF SEVERANCE, COLORADO
ORDINANCE NO. 2025-XX**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF SEVERANCE,
COLORADO, AMENDING SECTION 7-1-20 OF THE SEVERANCE MUNICIPAL
CODE TO MODIFY THE DEFINITION OF NUISANCE**

WHEREAS, the Town of Severance, Colorado (the “Town”) is duly organized and validly exists as a Home Rule Town under Article XX, Section 6 of the Colorado Constitution and the Town’s Home Rule Charter; and

WHEREAS, the Severance Town Council (the “Council”) recognizes and supports the importance of residents always having the quiet enjoyment of their homes; and

WHEREAS, excessive outdoor lighting can and does cause unnecessary stress and other health issues such as sleep disturbances and altered circadian rhythms; and

WHEREAS, to further the foregoing objectives, the Council desires to amend the Severance Municipal Code to add certain lighting issues to the definition of nuisance; and

WHEREAS, the Council finds it in the best interest of the general health, safety and welfare of its citizens, to address and regulate outdoor lighting as a nuisance in the Town Code.

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

Section 1. The above and foregoing findings are hereby incorporated by this reference as specific findings and determinations of the Council.

Section 2. Section 7-1-20 of the Severance Municipal Code is hereby amended to read as follows:

Sec. 7-1-20. – Definitions.

...

Nuisance means:

- (1) The conducting or maintaining of any business, occupation, activity, building, land, or premises prohibited by state statute or by this Code;
- (2) The continuous or repeated conducting or maintaining of any business, occupation, operation, activity, building, land or premises is in violation of state statute or this Code;

- (3) Any building, structure or land open to or used by the general public, the continuous use or condition of which presents a substantial danger or hazard to the health, safety or welfare of the community;
- (4) Any unlawful pollution or contamination of any surface or subsurface waters in this Town, or of the air, or of any water, substance or material intended for human consumption;
- (5) A thing, act, failure to act, occupation, activity, condition or use of any building, land, substance or property which shall otherwise constitute or be known or declared a nuisance by virtue of common law, state statutes or the ordinances of the Town;
- (6) Any activity, operation or condition which, after being ordered abated, corrected or discontinued by a lawful order of any department or officer of the Town, continues to be conducted or continues to exist in violation of any statute or this Code or in violation of any regulation of the Town, the county, or the state;
- (7) Any activity, operation, condition, building, structure, place, premises or thing which is injurious to the health or safety of the citizens of the Town, or which is offensive to the senses so as to interfere with the comfortable enjoyment of life or property;
- (8) Any nuisance defined or declared as such by state statute or this Code;
- (9) Any dilapidated building of whatever kind which is unused by the owner, or uninhabited because of deterioration or decay, which condition constitutes a fire hazard, or subjects adjoining property to danger or damage by storm, soil erosion, or rodent infestation, or which becomes a place frequented by trespassers and transients seeking a temporary hideout or shelter;
- (10) Any building or structure, or any portion of the building or structure, which is unsafe or unfit for use or occupancy, because it has been constructed, exists, is used, or is maintained in violation of any applicable building or structural requirements or restrictions under the building codes as adopted by the Town; or
- (11) Any building or structure which is in a condition that is unsanitary, is a fire, life or safety hazard, or is likely to cause sickness or disease because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, or lack of sufficient fire-resistive construction, fire protection systems and connections, electrical systems and connections, fuel connections or mechanical or plumbing systems and connections.
- (12) Any blinking, flashing, moving, revolving, flickering, changing intensity, and chase lighting between the hours of 10:00 p.m. and 7:00 a.m. the following morning, except lighting for public safety or required for air traffic safety.

...

Section 3. Severability. The provisions of this Ordinance are severable and the invalidity of any section, phrase, clause, or portion of the Ordinance as determined by a court of competent jurisdiction shall not affect the validity or effectiveness of the remainder of the Ordinance.

Section 4. 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 5. This ordinance is deemed necessary for the immediate protection of the health, welfare and safety of the community.

Section 6. In accordance with Section 6.03(6) of the Severance Home Rule Charter, this Ordinance shall take effect thirty (30) days after publication.

INTRODUCED, READ, ADOPTED, APPROVED, AND ORDERED PUBLISHED IN FULL THIS ____ DAY OF _____, 2025.

TOWN OF SEVERANCE, COLORADO

Matthew Fries, Mayor

ATTEST:

Sarah Jacobsen, Town Clerk

AFFIDAVIT OF PUBLICATION

STATE OF COLORADO)
)
COUNTY OF WELD)

I, Sarah Jacobsen, Town Clerk for the Town of Severance, Colorado do solemnly swear and affirm that I published in full a true and correct copy of Ordinance No. 2025- , enacted by the Town Council on _____, 2025, on the Town of Severance's website, <https://www.townofseverance.org/255/Ordinances> , on the ____ day of _____, 2025.

Witness my hand and seal this ____ day of _____, 2025.

Sarah Jacobsen
Town Clerk



AGENDA ITEM SUMMARY

AGENDA ITEM	SUBMITTED BY	PRESENTED BY
Pg. 146 - Ordinance 2025-XX: Text Amendments to the Land Use Code - Chapter 16 of the Severance Municipal Code for Purposes of Reorganizing Article 5 - Site Development Standards	Shani Porter, Planning Director	Shani Porter, Planning Director Josh Olhava, Planner
ACTION REQUESTED		
Town staff is asking for the Town Council to review, discuss, and provide feedback to staff on Chapter 16, Article 5 as they see fit.		<u>Discussion</u> <u>Attorney Approved</u>
BRIEF SUMMARY		
Various amendments have been made to Section 16 of the Town of Severance Land Use Code over the last two years. The codification of these changes identified that the reorganization of Section 16 would be necessary for a user-friendly and cohesive implementation of the Land Use Code.		
PUBLIC SUPPORT/CONCERN		
None at this time.		
ANALYSIS AND RECOMMENDATION		
Town staff is asking for the Town Council to review, discuss, and provide feedback to staff on Chapter 16, Article 5		
MATERIALS SUBMITTED		
The following materials were submitted and included in this packet: 1. Res PC2025-06R LUC Amend Development Standards 2. Article 5 - Site Development Standards redlines (04.2025) 3. Article 5 - Site Development Standards clean (04.2025)		

**TOWN OF SEVERANCE PLANNING COMMISSION
RESOLUTION NO. PC-2025-06R**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE TOWN OF
SEVERANCE, COLORADO, MAKING A RECOMMENDATION TO THE TOWN
COUNCIL TO APPROVE AMENDMENTS TO ARTICLE 5 OF CHAPTER 16, "LAND
USE CODE," OF THE SEVERANCE MUNICIPAL CODE REGARDING SITE
DEVELOPMENT STANDARDS**

WHEREAS, in accordance with Section 16.19.120 of the Severance Municipal Code, Town staff may initiate amendments to the text of the regulations in Chapter 16, "Land Use Code," of the Severance Municipal Code ("Code"); and

WHEREAS, Town staff has proposed amendments to Article 5 of the Land Use Code (the "Proposed Amendments") regarding regulations for the Town's Site Development Standards, in the form attached to this resolution as **Exhibit A** and incorporated herein by this reference; and

WHEREAS, in accordance with Section 16.19.120 and 16.19.10, the Planning Commission shall review text amendments to the Land Use Code at a public hearing; and

WHEREAS, on April 16th, 2025, the Planning Commission held a duly noticed public hearing¹ to consider the Proposed Amendments; and

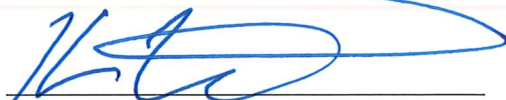
WHEREAS, after considering any public testimony at the public hearing and the presentation by Town staff, and after reviewing the Proposed Amendments according to the criteria in Section 16.19.120(b) of the Land Use Code, the Planning Commission desires to recommend the Town Council approve the Proposed Amendments as presented.

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

1. The Planning Commission recommends the Town Council approve the proposed amendments to Article 5 of Chapter 16, "Land Use Code," of the Severance Municipal Code, regarding regulations for Site Development Standards, in substantially the same form attached to this resolution as **Exhibit A**.

RESOLVED AND APPROVED this 16th day of April 2025.

PLANNING COMMISSION OF THE
TOWN OF SEVERANCE, COLORADO



Kris Quandt, Chair

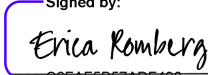
¹ Notice of the Planning Commission's public hearing on the Proposed Amendments was published on April 9th, 2025, on the Town of Severance's website, <https://www.townofseverance.org/256/Public-Notices>, in accordance with Section 16.19.40(b)(4) and Tables 19.10 and 19.40 in Article 19 of the Land Use Code.

ATTEST:



Town Clerk

APPROVED AS TO FORM:

Signed by:


C6FAF5B57ADF490...
Town Attorney

Article 5 – Site Development Standards (*Chapter 16, Article 9*)

Division 1 – Open Space, Buffering, and Pedestrian Connectivity

Sec. 16.5.110. Overview

(a) Purpose. The intent of this Code language is to:

1. Value the design, function, and appropriate application of several types of open space systems, rather than solely the quantity of space;
2. Screen and mitigate visual impacts of high intensity portions of sites and developments, particularly focusing on the impact on public rights-of-way and adjacent property; and
3. Provide important transportation connections, as well as recreational opportunities and access.

(b) Provisions. The provisions of this Section are in addition to the requirements of the underlying zone district and supersede the zone district requirements. In the event of a discrepancy between the two, the Manager's decision shall be final. These requirements supplement Article 6 – Design Standards and should be used together with the use specific design criteria, as adopted, and amended by the Town. All landscaping, open space, and buffering standards shall be consistent with the town's non-potable water requirements.

Sec. 16.5.115. Open space standards

(a) General Criteria. The following criteria shall apply to all open spaces within the Town.

1. Uses designated within an open space area shall be appropriate to the context, character, and intensity of the development.
2. No land shall be reserved by the applicant as non-buildable parcels or designated as open space unless it is of sufficient size, shape, and topographically suitable to be of practical use or service as part of a complete open space system that supports development.
3. The land area designated as open space within subdivision developments shall not be credited toward the minimum landscape requirements or landscape area for site specific developments.
4. Oil & Gas wells, both active and abandoned, shall not be counted towards the overall open space percentages.
5. Open space shall consist of lands maintained in native vegetation and used for buffering or habitat preservation. Irrigation is applied as necessary for maintenance.
6. Areas designated as public open space shall be both visibly and physically accessible to the community. Public access shall be provided to all public open spaces directly from the public rights-of-way and trail system(s).
7. Street, node, activity, walkway, and conflict lighting is required. Lighting shall meet the requirements of this Code.

8. Ponds and lakes may count as open space provided, they are active and at a minimum allow for non-motorized boats, swimming, and floatable devices.
9. To coordinate open and civic spaces into a system that integrates the public realm with surrounding development, subdivision design and location of open space types shall consider the following:
 - a. Connections and integrations with public streetscapes and other civic destinations, such as schools, to improve visibility and access;
 - b. The accessibility of neighborhoods to recreation opportunities for active living;
 - c. The opportunity for natural spaces to preserve groves of trees, streams, unusual and attractive topography, and other desirable natural landscape features and views;
 - d. The opportunity for formal gathering places to be a focal point for compact, walkable places, located as an extension of the streetscapes at highly traveled and visible locations;
 - e. The types of spaces that reinforce character of the area or create gateways and transitions to distinct places; and
 - f. The distribution of spaces so all developments have similar proximity to other types of open and civic space appropriate to its context.
10. An internal pedestrian way or trail system shall be provided.

(b) Open space development standards.

1. General criteria.

- a. Of the required open space for developments, no more than twenty (20) percent may be classified as passive open space.
- b. Open space designs shall be context sensitive. Compact and formal gathering spaces are most appropriate in walkable commercial and mixed-use areas. Spacious and natural areas are most appropriate in larger and spread-out development areas.
- c. See Article 6 – Design Standards for additional site design criteria.

2. Residential development criteria.

- a. Rural residential developments shall provide a minimum twenty (20) percent of the gross land area as functional open space, which may include agricultural land, natural areas, trails, and lands dedicated for other similar purposes.
- b. Residential developments shall provide a minimum of twenty-five (25) percent of the gross land area as functional open space. An exception may be granted by the Manager for infill town center projects.
- c. Residential developments with fifty (50) or more units shall incorporate a minimum of one (1) centrally located multifunctional park. For multi-family projects, this park may count towards the amenity points specified within Article 6 – Design Standards. See dedication requirements in Article 4.

3. Non-residential development criteria.

- a. Non-residential developments shall provide a minimum of twenty (15) percent of the gross land area as functional open space. An exception may be granted by the Manager for infill town center projects.

(c) Minimum landscape requirements for all open spaces.

1. Edge landscaping and entryways.

- a. Edges of commercial developments shall contain high-quality landscaping. Berms, meandering walks, a mix of irrigated turf, shrub beds, ornamental trees, evergreen trees, and shade trees are encouraged.
- b. The perimeter treatment adjacent to roadways should include a minimum twenty (20) feet varying width landscape buffer with a minimum ten (10) foot community pathway, unless otherwise specified in this Code.
- c. Entryways and areas visible from public streets shall have some type of landscape component that may include window boxes, hanging baskets, large pots, and planting beds.

2. All plants shall be carefully chosen to provide for seasonal interest, texture, variety, drought tolerance, zone hardiness, and to promote year-round use.

3. Landscaping shall be designed to minimize water demand, maintenance, the need for chemical fertilizers, and maintain applicable site triangle requirements.

4. With the exception of turf or native grasses, or similarly approved ground covers, no one species may exceed twenty five percent (25%) of the total plant palette.

5. All required and approved vegetation shall be maintained in healthy condition. Dead or diseased plants shall be removed immediately and replaced by the next growing season. New plants shall meet the minimum size requirements.

6. Plant materials adjacent to or within sidewalks, pathways, trails, plazas, and other routes or gathering spaces shall maintain sidewalk clearance requirements for accessibility.

7. Water, water taps, and an irrigation system shall be provided by the developer of sufficient size, quantity, and configuration; consistent with the adopted Construction Standards and Specifications.

8. All landscaping improvements, amenities, and features shall be maintained, repaired, and replaced by the party responsible, as approved by the Town.

9. Street and perimeter trees shall be provided at fifty (50) foot intervals around the edge of open space areas based on tree species spacing criteria, and placed to avoid conflicts with lighting, parking, and access.

10. Minimum tree planting sizes shall conform to adopted Town specifications, unless otherwise specified by the Tree Board.

- a. Two (2) inch caliper deciduous.
- b. One and one-half (1 1/2) inch caliper ornamental.
- c. Six (6) foot tall evergreen.

11. Minimum shrub and ornamental grass planting sizes shall conform to adopted Town specifications, unless otherwise specified by the Tree Board.

a. Five (5) gallon sized container.

12. The amount of turf grass shall be determined by the intended use of the open space.

a. Turf areas shall be naturalized, avoiding rectangular shapes and forms, unless required for a specific sports activity. Turf grass shall be avoided in heavily shaded areas.

b. Turf grasses shall be drought tolerant.

13. Use of perennial ground cover is required and shall cover no less than one-half (1/2) of the minimum required shrub area. The use of native and drought-tolerant species is encouraged.

(a)(d) Water conservation. The following water conservation criteria applies to any project or development within the Town.

1. A minimum of seventy percent (70%) of shrubs or trees shall be classified as very low or low water use.
2. No more than ten percent (10%) of shrubs or trees shall be classified as high-water use.
3. Sites over three (3) acres shall be organized into distinct hydrozones according to their microclimatic needs and water requirements.
4. Plants with similar water requirements shall be grouped together in the same irrigation zones.
5. Grass turf areas classified as medium or high-water use shall be limited to high use or high visibility areas.
6. Grass varieties listed as low water use may be used without limitation.

(e) Storm drainage facilities as open space areas.

1. Storm drainage facilities may be designed and integrated into open spaces and may be counted towards the open space requirements provided the stormwater function is clearly secondary to the overall purpose of the space.
2. The stormwater facility shall not alter the function or usability of the space in any way.
3. No more than forty percent (40%) of a designated park area can be dedicated to storm water management.
4. Maintenance and management of the portion of the facility serving stormwater function must be clearly defined, whether that is a public dedication or whether it is an obligation of the owner or property owner's association.
5. These multi-use facilities must provide for active recreational amenities such as fitness parks, play structures, etc., as approved by the Town.

(f) Ownership and Maintenance. Ownership and maintenance of public open space(s) shall be determined by the Town during the entitlement process based on the type of open space provided.

1. Generally, the homeowners' association or business owners' association shall own and maintain public and private common open space.
2. Maintenance of trails shall be determined during the entitlement process.
3. Conservation areas set aside as part of a subdivision within the Rural Residential zone district shall be owned and maintained by the owners' association, unless otherwise agreed to by the Town.
4. Storm water detention and retention areas that also function as open space shall be owned and maintained by a homeowners' association, unless otherwise agreed to by the Town.
5. Areas designated as open space shall be maintained according to the designated function of the area. For areas that remain in private ownership, a mechanism to assure that maintenance will be funded in perpetuity shall be in place at the time of entitlements, as approved by the Town.
6. Parks dedicated to the Town as part of a developer's park dedication requirements will be owned and maintained by the Town, unless otherwise determined during the entitlement process.

Sec. 16.5.120. Open space types

Open space(s) shall be designed and located based on the following standards and guidance. To recognize the value, context, and function of well-designed open space, in addition to simply the amount of space, amenities will be required based on the size of the development.

(a) Natural area.

1. Design guidelines. An undeveloped area that contains significant natural features or habitat worthy of preservation, and which provides environmental, aesthetic, and recreational benefits. Features such as riparian corridors and wetlands, scenic vistas, and prominent topography, protected species nesting and migration areas, or substantial groupings of important plant types characterize Natural Areas. These areas contain little or no constructed improvements or maintained landscapes other than trails to access the Natural Area.
2. Recommended size. The size of a Natural Area should be based on the site characteristics and potential continuity of similar natural features in the area, along with the potential to connect to adjacent natural areas that contribute to an area of at least 5 contiguous acres.
3. Applicability.
 - a. Rural residential areas.
 - b. Low-density residential areas.
 - c. Any other area of natural amenity with regional significance.
 - d. Service areas are dependent on contributing natural features.

(b) Trail corridor.

1. Design guidelines. An undeveloped area of continuous linear natural features, often following a stream, floodplain, or road corridor. A Trail Corridor should be used for

recreation and non-motorized transportation through pedestrian or multi-use trails. It includes few construction improvements except those to enhance travel or recreational use.

2. Recommended size.

- a. Twenty (20) foot minimum width.
- b. Thirty (30) feet or greater width is ideal.
- c. Size is dependent on topography and natural features.
- d. No minimum length, but the trail corridor needs to provide significant continuity in the trail system or connection between streetscape and/or on-street trails and coordinate with other plans. Trail corridors may be narrower in more constrained or urban conditions.

3. Applicability.

- a. Alternative (off-street) transportation routes between neighborhoods and centers.
- b. Along major streets in the network as expanded right-of-way.
- c. Used to preserve linear natural features in more densely developed neighborhoods and activity centers.
- d. Service Area: Dependent on the extent of linear features or associated major street plans. However, to serve pedestrian interests, development served by trail corridors should be within one thousand (1,000) feet of trail access points.

(c) Park.

1. Design guidelines. A park has a predominantly natural landscape although small portions may be designed and constructed for aesthetic purposes, formal gatherings, and structured recreation purposes.

2. Recommended size.

- a. Five (5) to fifteen (15) acres for Neighborhood Parks
- b. Fifteen (15) acres or greater for Community or Regional Parks

3. Applicability.

- a. Low-density residential
- b. Urban residential neighborhoods
- c. Mixed-use commercial activity centers
- d. Community and regional activity centers
- e. Service Area: Neighborhood Parks within one-quarter of a mile and Community Parks within one mile

(d) Green

1. Design guidelines. An open space for unstructured recreation or aesthetic landscaping. A Green is bordered by public rights-of-way or internal access ways on at least 2 sides. Front building facades and/or formal edge landscaped elements define any boundaries of the Green nor bordered by public rights-of-way or internal access ways. Frontage on rights-of-way or internal access ways may be accommodated by pedestrian connections. Generally, there are few constructed elements except for small gathering places created as a focal point for the Green.

2. Recommended size. One half acre up to three acres in size.

3. Applicability.

- a. Urban residential neighborhoods
- b. All activity centers
- c. Service Area: Within two blocks and no more than one thousand (1,000) feet from a residential neighborhood.

(e) Plaza.

- 1. Design guidelines. An open space for civic purposes and formal gatherings. Building facades define any boundaries of a Plaza not bordered by public rights-of-way or other active pedestrian corridors. Access shall be accommodated by at least two well-defined and easily identified areas for public access. A Plaza is comprised of constructed materials to withstand heavy pedestrian traffic gathering, but contains intermittent lawns, landscape beds, or trees in a formal ornamental pattern.
- 2. Recommended size. Five hundred square feet minimum up to one quarter of an acre.
- 3. Applicability.
 - a. All activity centers
 - b. Service Area: Within the same block or immediately adjacent to developments and no more than six hundred (600) feet away.

(f) Courtyard or Patio.

- 1. Design guidelines. A small open space accessible to the public streets but serving one or a few surrounding buildings. Courtyards are primarily bordered by building facades, but have at least one side fully or partially bordered by a public right-of-way. A Courtyard contains a balance of formal landscape features and constructed materials to withstand heavy pedestrian traffic and gathering.
- 2. Recommended size. Four hundred square feet minimum up to five thousand (5,000) square feet.
- 3. Applicability.
 - a. Urban residential neighborhoods
 - b. All activity centers.
 - c. Service Area: Within the same block and no more than three hundred (300) feet away.

Sec. 16.5.125. Supplemental open space provisions

(a) Natural Areas.

- 1. The local fire department must review proposed natural areas as part of the planning process.
- 2. A minimum six (6) foot “courtesy strip” must be mowed on all sides of all trails, fences, and structures within the designated natural area.
- 3. All combustible materials and supplies must be located ten (10) feet or more from all structures.
- 4. No fireworks, open campfires, or smoking are permitted in defined ‘Natural Areas’.

Sec. 16.5.130. Amenity points.

The following amenity points shall be required for residential projects, based on the total number of units.

- Up to ten (10) dwelling units: one (1) amenity points.
- From eleven (11) to thirty (30) dwelling units: three (3) amenity points.
- From thirty-one (31) to fifty (50) dwelling units: five (5) amenity points.
- From fifty-one (51) to one hundred fifty (150) dwelling units: six (6) amenity points.
- More than one hundred fifty-one (151) dwelling units: seven (7) amenity points.

(a) Amenity point credits.

1. Credit shall be given for incorporating features into required open spaces as listed below. Credit may be provided for amenity features not included in this list. Such credit shall be based on the determination of the Manger, based on a review of the variety of amenities proposed. Final decision by the Manger may be appealed in accordance with the appeals procedures of this Code.

a. Two (2) Amenity Points each

- 1) Community building – large (more than 2,500 sqft)
- 2) Pool or Splash Park Site (more than 2,000 sqft)
- 3) Multifunctional playgrounds with commercial grade equipment – large (greater than 2,500 sqft playground zone area)

b. One (1) Amenity Point each

- 1) System of trails throughout the entire development
 - a. Trails shall be designed to provide interesting and distinct areas for walking, bicycling and or riding in areas separate from and in addition to traditional sidewalks. Trails shall be designed and constructed as required by the Town.
- 2) Community building – small (less than 2,500 sqft)
- 3) Fitness Center (5 or more pieces of equipment)
- 4) Dog Park – Large
- 5) Multifunctional playgrounds with commercial grade equipment – medium (1,000 to 2,500 sqft playground zone area)
- 6) Court games (tennis, volleyball, basketball, etc.) at least 1,000 sqft in size

c. One-half (.5) Amenity Points each

- 1) Dog Run
- 2) Fitness Center (fewer than 5 pieces of equipment)
- 3) Plazas, courtyards, community gazebo, or community gardens with irrigation systems and defined garden edges of at least 1,000 sqft in size
- 4) Public Art, as approved by the Manager
- 5) Picnic / Barbeque areas with commercial grade equipment

- 6) Multifunctional playgrounds with commercial grade equipment - small (less than 1,000 sqft playground zone area)
- 7) Outdoor exercise equipment (minimum of 4 pieces)

Sec. 16.5.140. Reserved

Sec. 16.5.150. Buffering standards

(a) *Buffer Levels.* The following **Table 16.5.150.a** establishes the appropriate buffer level for each zone district within the Town. This criterion applies to common property lines and alleyways for all development activities. Using the Table:

- Buffer levels are defined below in **Table 16.5.150.b**.
- Fields without a number are held to the minimum residential buffering standards.
- The following zone district abbreviations are used:
 - Rural Residential (RR)
 - Suburban Perimeter (SP)
 - Town Core (TC)
 - Development Node (DN)
- The following use categories are abbreviated and captured after the zone district abbreviation, as applicable:
 - Residential (R)
 - Public (P)
 - Commercial (C)
 - Industrial (I)

Table 16.5.150.a – Required Buffer Levels by Zone District and Land Use

<u>Categorized from Lowest Intensity to Highest Intensity</u>												
	<u>RR</u>	<u>SP-R</u>	<u>TC-R</u>	<u>DN-R</u>	<u>SP-P</u>	<u>TC-P</u>	<u>DN-P</u>	<u>SP-C</u>	<u>TC-C</u>	<u>DN-C</u>	<u>TC-I</u>	<u>DN-I</u>
<u>DN-I</u>	4	3	3	3	3	3	3	2	2	2		
<u>TC-I</u>	4	3	3	3	3	3	3	2	2	2		
<u>DN-C</u>	4	3	3	2	2	2	2	1	1		2	2
<u>TC-C</u>	4	3	2	2	2	1	1	1		1	2	2
<u>SP-C</u>	3	2	2	2	1	1	1		1	1	2	2
<u>DN-P</u>	3	1	1	1				1	1	2	3	3
<u>TC-P</u>	3	1	1	1				1	1	2	3	3

<u>SP-P</u>	<u>2</u>	<u>1</u>	<u>1</u>	<u>1</u>				<u>1</u>	<u>2</u>	<u>2</u>	<u>3</u>	<u>3</u>
<u>DN-R</u>	<u>1</u>				<u>1</u>	<u>1</u>	<u>1</u>	<u>2</u>	<u>2</u>	<u>2</u>	<u>3</u>	<u>3</u>
<u>TC-R</u>	<u>1</u>				<u>1</u>	<u>1</u>	<u>1</u>	<u>2</u>	<u>2</u>	<u>3</u>	<u>3</u>	<u>3</u>
<u>SP-R</u>	<u>1</u>				<u>1</u>	<u>1</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>3</u>	<u>3</u>	<u>3</u>
<u>RR</u>		<u>1</u>	<u>1</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>3</u>	<u>3</u>	<u>4</u>	<u>4</u>	<u>4</u>	<u>4</u>

(b) Buffer Design Criteria. The buffer levels shall be designed according to the standards below in Table 16.5.150.b. The buffer width exists independent of and may include any setback, parking perimeter buffer area, or other open space requirement such that the larger requirement will control. Efficient site design can allow the area to meet both requirements.

Table 16.5.150.b – Buffer Planting Requirements by Buffer Level

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

Sec. 16.5.160. Supplemental buffering design provisions

(a) Residential density transition area. All proposed developments located adjacent to or abutting a differing zone district and/or development pattern shall provide an area of transitional

residential densities with complimentary lot sizes and residential product types to create a cohesive neighborhood design. All transition areas shall be approved through the platting and/or site plan review process.

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

Sec. 16.5.165. Reserved

Sec. 16.5.170. Pedestrian connectivity standards

- (a) General pedestrian circulation criteria. Pedestrian connectivity within and adjacent to a development project is required. Each development shall provide a combination of trails, sidewalks, or widened streets to accomplish multi-modal connectivity.
 - 1. Off-street pedestrian linkages can be accomplished with the use of open greenways and drainage conveyance corridors with meandering trails or paths.
 - 2. Each Rural Residential zone district subdivision must contain a twenty (20)-foot minimum perimeter landscape buffer with a minimum six (6)-foot-wide community pathway.
 - 3. Sidewalks adjacent to all school sites and parks require a minimum width of five (5) feet or wider.
 - 4. Projects shall connect to Severance trail network whether that be through newly dedicated neighborhood trails or connections to a previously established Severance trail network. See neighborhood and regional trail criteria below in this Section.
- (b) Multi-family development pedestrian circulation criteria.
 - 1. A pedestrian network that interconnects all dwelling units and uses, and common open space shall be provided throughout each development.
 - 2. The network shall be made up of sidewalks, walkways, multi- use pathways, and trails

3. Pedestrian walks and spaces shall be provided as necessary to ensure that projects are easily navigated and enjoyable for the pedestrian
4. The pedestrian networks shall include gathering and seating areas. These areas shall provide benches, landscaping, and other street furniture where appropriate.
5. The pedestrian network shall connect to adjacent developments, trail systems, and sidewalk systems.
6. Sidewalks shall be separate and distinct from motor vehicle circulation to the greatest extent possible.

(c) Non-residential commercial and office development pedestrian circulation criteria.

1. Sites shall include direct pedestrian connections and circulation routes at the same or greater frequency as is provided by streets, driveways, and internal access streets.
2. Pedestrian access and circulation within a site shall provide dedicated pedestrian facilities that connect each of the following:
 - a. Public entrances of all buildings;
 - b. Public sidewalks on adjacent streets or internal access streets;
 - c. Required open space and other site amenities;
 - d. Community trails located within the vicinity of the site; and
 - e. Adjacent project sites, where pedestrian access between sites via the sidewalks on streets or internal access streets is remote or nonexistent.
3. Pedestrian traffic shall be separate and distinct from motor vehicle circulation to the greatest extent possible. If that is not possible, potential hazards shall be mitigated using the following strategies:
 - a. Special paving, pavement markings, signs, striping and/or bollards.
 - b. Median refuge areas, traffic calming features, and landscaping.
 - c. Lighting or other means to clearly delineate pedestrian areas.
4. Internal sidewalk widths shall meet the following minimum criteria:
 - a. General: five feet (5').
 - b. Along a building façade that abuts a parking area or along parking with vehicle overhangs: eight feet (8').
 - c. Along a building façade with a primary entrance: ten feet (10').
5. Pedestrian walkways shall feature adjoining landscaped areas that include trees, shrubs, benches, flower beds, ground cover or other materials for not less than fifty percent (50%) of its length. Context is a deciding factor when determining final percentages within the Town Core zone district.
6. Sidewalks shall be located an average of eight feet (8') away from the façade of the building to provide planting beds for foundation landscaping, except where features such as arcades, display windows or entryways are part of the façade. Context is a deciding factor when determining distance and location within the Town Core zone district and projects may be granted relief from this setback requirement.

(d) *Neighborhood Trails.* In all residential subdivisions, neighborhood trails shall create both an internal network and connections to surrounding properties, as appropriate. The following design criteria shall apply to neighborhood trails.

1. They shall connect to existing and planned Town trails, parks and open spaces, schools, employment centers, and community facilities. If the project does not include or is not adjacent to a school or park, the project shall provide trail access oriented in the direction of the nearest school or park to facilitate access on existing or future trails or sidewalks. When the intermediate land is undeveloped, future development shall continue the trail system to the park or school.
2. When feasible, shopping areas, parks, and schools shall provide trail connections to adjacent residential subdivisions.
3. The system should be designed to provide interesting and distinct areas for walking and bicycling in areas separate from and in addition to traditional sidewalks.
4. The trails shall be ten (10) feet in width and paved with six-inch thick concrete, unless otherwise specified by the Town through adopted Construction Standards and Specifications.
 - a. Trails surfaced with crusher fines and less than ten (10) feet in width may supplement paved trails but shall not be used in-lieu of paved trails.
5. They shall be open to all members of the public. Restrictions on types of uses are allowed, as approved by the Town.
6. Documentation that outlines the ongoing maintenance plans, as well as administrative and financial management of the trails systems, shall be provided as part of the entitlement process. Trails shall be maintained in perpetuity either by the owner's association, metropolitan district, or other legal entity approved by the Town, unless otherwise agreed to by the Town.
7. Pedestrian scale lighting is required on trails near amenities, structures, and/or tie-ins to public sidewalks and streets. Lighting shall meet the requirements of this Code.
8. Bicycle parking shall be provided at the entry to internal and peripheral open space and park areas. The design and type of bicycle parking structure shall be coordinated with the Town.

(e) *Regional Trails.* Regional trail systems are intended to provide recreational and enhanced regional mobility options connecting the Town to surrounding communities and locations of interest. The following design criteria shall apply to regional trails.

1. Trails shall be designed in accordance with the Town's adopted Construction Standards and Specifications, the most recently published volume of the AASHTO Guide for Development of Bicycle Facilities, and the Americans with Disabilities Act (ADA).
2. Where a subdivision either borders or includes portions of the Great Western Trail, a minimum ten (10) foot wide paved trail is required for the entirety of the trail within or adjacent to the property.
3. Trails shall be constructed of 6" thick mesh concrete in accordance with the Town's adopted Construction Standards and Specifications.

4. Regional trails are owned and maintained by the Town and may be required to be installed as part of a development project.

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Division 2 – Parking

Sec. 16.5.210. Parking ~~design standards.~~ (Sec. 16.9.40)

The following design standards shall apply to all required off-street parking areas:

- (a) Off-street parking areas shall be designed so that vehicles may exit without backing onto a public street, unless ~~no other practical alternative is available~~ site-specific constraints such as parcel shape, size, or access limitations make such a configuration infeasible.
- (b) Off-street parking areas shall be designed ~~to ensure~~ that parked vehicles do not encroach upon or extend into public rights-of-way. ~~Additionally~~ In addition, any vehicular overhang that ~~encroaches or extends onto into any~~ pedestrian access ~~area~~ shall ~~not reduce the minimum clear pedestrian path width below five (5) feet.~~ be designed to ensure a minimum five-foot pedestrian access is maintained.
- (c) Any off-street parking area with more than twenty (20) spaces shall provide internal landscaping islands. All parking lot landscaping shall be in addition to any other required site landscaping. Landscaping islands shall be placed at both ends of each parking row. The required number of internal landscaping islands shall be as follows:
 1. No more than ten (10) parking spaces shall be allowed in a continuous row without a landscaped island.
 2. Each landscape island shall be equal in size to one (1) standard parking space.
 3. Each landscape island shall contain a minimum of one (1) deciduous shade tree and three (3) shrubs. ~~An additional shade tree and additional shrubs shall be required for each~~ For every additional two hundred (200) square feet of landscaped island ~~area, one (1) additional deciduous shade tree and three (3) additional shrubs shall be required;~~
 4. ~~The area dedicated to~~ landscape islands ~~area~~ shall be provided in addition to any internal pedestrian accessway ~~as required in under~~ this Section; and
 5. Parking lots ~~with greater~~ containing more than one hundred (100) spaces shall be ~~broken divided~~ into distinct smaller parking blocks of no more than one hundred (100) spaces each, with each block meeting that meet the standards outlined above.
- (d) Any off-street parking area with more than one (1) drive aisle shall provide and maintain internal pedestrian accessways. ~~No A~~ parking space shall be located within more than ten (10) spaces or one hundred (100) feet, whichever is closer, to an internal pedestrian accessway, unless site-specific constraints exist.
- (e) All off-street parking areas shall maintain an eight (8) foot wide perimeter buffer. ~~This perimeter buffer shall be~~ in addition to other required site landscaping. The buffer shall be designed to ~~provide a visual break screen and soften views of the parking area year-round throughout the calendar year with~~ using a combination of year-round landscaping, evergreen or dense

landscaping, landscape screen walls, ~~and/or~~ earthen berms, or similar ~~devices~~elements. The buffer area shall include, at a minimum:

1. Two (2) deciduous shade trees for each fifty (50) linear feet; ~~plus and~~
2. Three (3) shrubs for each ten (10) linear feet of buffer area.

(f) To support walkable, vibrant, and visually cohesive places, the following parking design standards shall apply to the Town Core and Development Node zone districts:

1. Parking shall not be located between the building and adjacent pedestrian pathways. ~~placed in locations that interrupt the storefront continuity along sidewalks.~~
2. Parking shall be ~~located~~placed behind buildings, or fully integrated above or below the first floor whenever possible. on the ground level or completely above or below the first floor of a building to the maximum extent possible. Any parking that is not able to be placed behind buildings or completely above or below the first floor of the building shall ~~be completely screened with a combination of year-round landscaping, landscape screen walls, and/or earthen berms, or similar devices.~~If parking must be located elsewhere due to site constraints, it shall be screened from public view using a combination of year-round landscaping, low walls, berms, or similar screening elements.
3. Parking shall be accessed from the rear of the property on parcels with alleys or rear access ~~easements~~points. If parking is to be accessed from the front property line, parking access shall be consolidated to ~~the maximum extent possible~~minimize new curb cuts and conflicts with existing roadways and pedestrian pathways.
4. For parcels without rear or side access, driveways serving on-site parking should be avoided on Harmony Road. When necessary, such driveways should be minimized in width and provide adequate visibility for pedestrians.

Sec. 16.5.220. Parking requirements

- (a) *Shared off-street parking.* Shared off-street parking may be used when there are opportunities to support parking demand through shared off-street parking for compatible uses (such as a theater and an office building, which would have staggered peak hours). Shared parking shall only be utilized when approved by the Town in a site plan or development agreement.
- (b) *Adjacent on-street parking.* In order to promote a pedestrian scale, to encourage an environment of safety and to maximize land use efficiency and land devoted to parking in the Town Core land use district, parking may be satisfied using adjacent on-street parking or shared rear-lot parking areas. On-street parking shall only be counted towards minimum parking standards as specified in Table 16.5.220.a below.
- (c) *Land use parking requirements.* For uses not included in the following table, the review process shall determine the appropriate parking requirements.

Table 16.5.220.a. – Land Use Parking Requirements

Land Use	Parking Spaces Required All Other Zones	Town Core and Multi-Use Development Nodes (n/a) denotes no change	
		Parking Spaces Required	On-Street Parking Credit
Single-family residence, attached and detached	2 spaces per dwelling unit	n/a	No
Townhome	2 spaces per dwelling unit	n/a	25% of the available on street parking directly adjacent to the proposed development
Multi-family residence			25% of the available on street parking directly adjacent to the proposed development
1 bedroom or studio	1.5 spaces	1 space	
2 bedrooms	2.0 spaces	1.75 spaces	
3 bedrooms	2.0 spaces	1.75 spaces	
4+ bedrooms	3.0 spaces	2 spaces	
Guest Parking	1 space for every 5 units	1 space for every 5 units	
Public assembly facilities, provided for seated audiences (places of worship, theaters, auditoriums, and similar uses)	1 space for every 3 seats	n/a	n/a
Elementary schools (if the school includes an auditorium, the auditorium requirement shall govern if it is greater)	2 spaces for every classroom	n/a	n/a
Junior and senior high schools	Auditorium requirement or 1 space for every 5 students of maximum capacity	n/a	n/a
Hospitals	1 space for every 2 beds	n/a	n/a
Clinics	5 spaces for every practitioner on Staff	n/a	n/a
Industrial uses	1 space for every 1 employee, computed at any given time; plus 1 space per company vehicle	n/a	n/a

Retail stores, customer service establishments, shopping centers and other similar uses	1 space for every 200 square feet	1 space for every 300 square feet	50% of the available on street parking directly adjacent to the proposed development
Office	1 space for every 250 square feet	n/a	n/a
Eating and drinking establishments	1 space for every 150 square feet or 1 space for every 3 seats, whichever is greater; plus 1 space for every 1 employee, computed on the maximum service capacity	1 space for every 200 square feet or 1 space for every 4 seats, whichever is greater; plus 1 space per every 2 employees, computed on the maximum service capacity	50% of the available on street parking directly adjacent to the proposed development
Lodging	1 space for every room to be rented; plus 1 space for every 2 employees, computed on the maximum service capacity	n/a	n/a

(d) *Parking space dimensions.* Parking stalls for automobiles shall meet the following standards.

1. All dimensions represent the minimum requirement for any required parking space and typical dimensions for spaces not designated as Accessible Parking Spaces. Dimensions shown in Table 16.5.220.b are in feet.

Table 16.5.220.b – Minimum Parking Space Dimensions Based on Parking Angle

Parking Angle (A)	Stall Width (B)	Stall Depth to Curb (C)	Aisle (typical) Width (D)	Curb Length (E)
45 degrees	9'	19.8'	13'	12.7'
160 degrees	9'	21'	18'	10.4'
90 degrees	9'	19'	23'	9'
0 degrees (parallel)	9'	9'	12'	22'

2. Compact spaces. Up to forty percent (40%) of required parking spaces may be reduced to eight (8) feet in width by sixteen (16) feet in depth to allow for compact vehicles, provided signage and a plan for management of the spaces are provided as part of the review process.

Sec. 16.5.230. Accessible parking requirements

The following accessible parking spaces shall be provided based upon the total number of parking spaces required, as determined in Table 16.5.220.a or through the review process.

Table 16.5.230. – Accessible Parking Requirements

Total Parking Spaces Required (per Table 16.5.220.a. above)	Minimum Number of Required Accessible Parking Spaces
1–25	1
25–50	2
51–75	3
76–100	4
101–150	5
151–200	6
201–300	7
301–400	8
401–500	9
501–1,000	2% of total
1,000 and over	20; plus 1 space for every 100 spaces over 1,000

(a) *Accessible parking design requirements.* For every eight (8) accessible parking spaces, there must be at least one (1) van-accessible space. In no event shall there be fewer than one (1) van-accessible spaces.

1. Accessible parking spaces shall be required for all retail, office, business, industrial and institutional uses and multi-family units, and similar uses.
2. Accessible parking spaces shall be designated with painted symbols and standard identification signs, as required by ADA requirements.
3. Accessible parking spaces shall be located as close as possible to the nearest accessible building entrance.
4. Accessible parking space dimensions. If these dimensions differ from the ADA Design Guidelines, the ADA Design Guidelines shall govern.
 - a. Parking spaces must be at least eight (8) feet in width by eighteen (18) feet in depth, with a five-foot-wide access aisle.
 - b. Van-accessible spaces must be at least eight (8) feet in width by eighteen (18) feet in depth, with an eight-foot-wide access aisle.
 - c. Accessible parking spaces that are parallel to an accessible pedestrian walkway may have the same dimensions as those for standard vehicles.

Sec. 16.5.240. Reserved

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Division 3 - Lighting

Sec. 16.5.350. Lighting overview (*Chapter 16, Article 16*)

- (a) *Intent.* The intent of this ~~article~~division is to:
1. Provide adequate light for safety and security;
 2. Promote efficient and cost-effective lighting to conserve energy;
 3. Reduce light pollution, light trespass, glare, and offensive light sources;
 4. Prevent inappropriate, poorly designed, or poorly installed outdoor lighting;
 5. Encourage quality lighting design that is functional, aesthetically pleasing, and complementary to the architectural style of buildings; and
 6. Require light fixture shielding, establish maximum uniformity ratios, and establish maximum light levels within and along property lines.

Sec. 16.5.355. Evaluation of exterior lighting.

Exterior lighting shall be evaluated as part of the development review process to ensure that the functional and security needs of the project are met in a way that does not adversely affect adjacent properties or neighborhoods. The degree to which exterior night lighting affects a property owner or neighborhood will be examined considering the light source, level of illumination, hours of illumination and need for illumination in relation to the effects of the lighting on the adjacent property owners and the neighborhood. All development projects requiring a site plan or building permit application shall provide a photometric plan to illustrate conformance with this section.

- (a) *Lighting Plans Required.* A lighting plan shall be submitted with any site plan application or building permit application, whichever occurs first, in which outdoor lighting is proposed or required except for a single-family detached dwelling unit on an individual lot. The lighting plan shall meet all requirements specified in the Lighting Plan Requirements form as maintained by the ~~Community Development Department.~~Town Manager or their designee.
- (b) *Final Inspection and Certification.* Prior to a building permit final inspection or the issuance of a certificate of occupancy, the applicant shall provide certification that the outdoor lighting as installed complies with the approved illumination plan and the requirements of this section unless waived or amended by the Town Manager in writing. The certification shall be submitted in a format prescribed by the Town Manager. The certification affidavit shall be completed by the owner, applicant, or their designee acknowledging the on-site lighting was installed and will be maintained subject to the approved lighting plan.

Sec. 16.5.360. Design standards for exterior lighting

- (a) *LED Light Source Required.* Light-Emitting Diode (LED) Light sources shall be required for all site plan and building permit applications. Outdoor lighting shall be L.E.D “Dark Sky” compliant, per the International Dark Sky Association requirements for reducing light pollution and minimizing glare.

(b) *Use of High-Pressure Sodium Lamps.* Use of High-Pressure Sodium Lamps is prohibited.

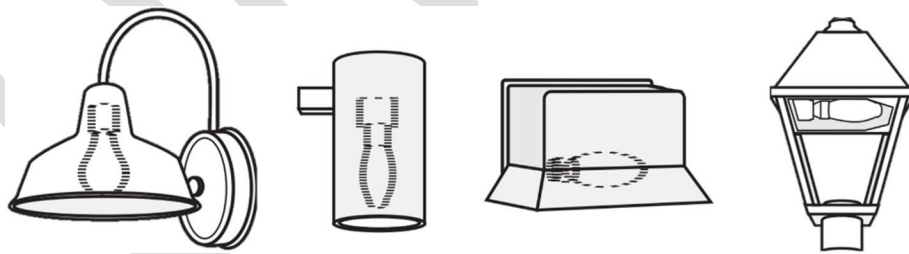
(c) *Architectural Lighting of Building Facades.* The lighting of a building facade for architectural, aesthetic, or decorative purposes is permitted subject to the following restrictions:

1. All upward aimed light shall be fully shielded, fully confined from projecting into the sky by eaves, roofs, or overhangs, and mounted as flush to a wall as possible.
2. Building facade lighting shall be fully shielded and mounted as flush to a wall as possible.
3. Building facade lighting shall not extend beyond the highest point of any structure.
4. Building facade lighting that is measurable at the ground level shall be included in the maximum allowable light levels.

(d) *Unshielded lighting.*

1. Unshielded lighting that emits greater than twenty (20) footcandles but less than twenty-five (25) footcandles at any given location on a site is permitted if the fixture is activated by a motion sensor for security purposes only. All security lighting shall be aimed and located in such a manner as to prevent glare and light trespass. The light shall only turn on when activated and shall turn off within five minutes of activation. Motion sensor activated lighting shall not be triggered by any movement or activity located off the property on which the light is located.
2. All lamps and bulbs located in residential zones shall be within a fully shielded fixture or must be within a light fixture where the bulb or lamp are obscured from view by a material that diffuses the light, (i.e., frosted or milk-colored materials), except as otherwise permitted in this section. See Figure 04-16.5.360.a of this section below.

Figure 16.5.360.a – Fully Shielded Light Fixture Examples



(e) *Signs.* All exterior signs shall be required to meet the standards for this section. In addition, all exterior signs are also subject to the requirements set forth in the sign code.

(f) *Standards for Lights Adjacent to Residential Zoning Districts, Residential Uses, or Public Rights of Way.* Any light fixture located within ten feet of a property line of a residential zoning district, an existing residential use, or within ten feet of a public right-of-way, except as permitted in this article of this section shall be:

1. Oriented away from the property line, residential zone, residential use, and/or

- right-of-way; and
 - 2. Shielded on the side closest to the property line, residential zone, residential use, or public right- of-way.
- (g) *Canopy and Awning Lighting.* Lighting fixtures mounted under canopies and awnings shall be aimed downward and installed such that the bottom of the light fixture or its lens, whichever is lower, is recessed or mounted flush with the bottom surface of the canopy. A full cutoff light fixture may project below the underside of a canopy. All light emitted by an under-canopy fixture shall be substantially confined to the ground surface directly beneath the perimeter of the canopy. No lighting, except that permitted by the sign ordinance, shall be permitted on the top or sides of a canopy.
- (h) *Flagpoles.* A flagpole meeting the requirements of the Land Use Code may be illuminated by one upward aimed fully shielded spotlight light fixture which shall not exceed three thousand five hundred lumens. The light fixture shall be placed as close to the base of the flagpole as reasonably possible.
- (i) *Strings of Lights.* No person shall use a string of lights on property with nonresidential uses except as approved by the Town Manager.
- 1. Strings of lights may only be used if they are approved by the Town Manager or as part of an outdoor lighting plan or landscape plan. The plan must comply with all standards of this Article. The purpose of such lighting is intended to create pleasing pedestrian spaces, such as outdoor dining or patio areas, utilizing low lighting levels.
 - 2. Strings of lights permitted under this subsection shall be displayed in compliance with the following standards:
 - a. The string of lights contains only low wattage bulbs that are approved by the Town;
 - b. The string of lights shall be located within a pedestrian way, plaza, patio, outdoor dining area, or the primary entry into a building;
 - c. The string of lights is not placed in any required landscape setback adjacent to a street; and
 - d. The string of lights shall be maintained and not obstruct pedestrian pathways or be detrimental to the health, safety, and welfare of the Town.
- (j) *Parking Lot Lights and Trees.* Parking lot light fixtures and poles shall be located such that trees located within the parking lot do not obscure the operation of the light fixture.
- (k) *Full Cutoff Fixtures.* Full cutoff fixtures shall be installed and maintained in a horizontal position as designed.
- (l) *Color Temperature.* All exterior lighting shall not exceed a correlated color temperature (CCT) of

three thousand five hundred degrees Kelvin (3,500K).

Sec. 16.5.365. Lighting levels

Maximum light levels at any point along a property line shall not exceed 0.1 footcandles within or adjacent to a residential zone or 0.2 footcandles within or adjacent to a nonresidential zone. Maximum light levels shall not exceed the thresholds established in **Table 04-16.5.365** below.

Table 16.5.365. – Lighting Level Requirements by Zone District

Lighting Level Standards	Zone District	
	Rural Residential (RR) and Suburban Perimeter (SP)	Development Node (DN) and Town Core (TC)
Maximum Allowable Light Levels - Measured in Footcandles (fc)		
Building Entries	5.0 fc	5.0 fc
Parking Areas	3.0 fc	5.0 fc
Loading Areas	20.0 fc	20.0 fc
Pedestrian Walkways	1.0 fc	1.0 fc
Common Open Space Areas or Outdoor Storage Areas	2.0 fc	2.0 fc
Maximum Uniformity Ratio (Maximum to Minimum)	N/A	10:1
Maximum Lumen Rating (LM) for a Full Cutoff Luminaire Shielded from View of Adjacent Streets and Properties		
Building Entries and Stairways	1,800 LM	1,800 LM
Parking and Loading Areas	8,500 LM	14,000 LM 23,500 LM for a 35-foot pole, as permitted
Pedestrian Walkways	4,000 LM	8,500 LM
Common Open Space Areas	4,000 LM	8,500 LM
Maximum Rating – Partially Shielded Fixture	900 LM	1,250 LM
Maximum Rating – Unshielded Light Fixture	900 LM	900 LM
Controls	Motion sensors are required for all unshielded fixtures that emit greater than 20.0 fc at any given location on a site	- Except for use as security lighting, all building and site lighting shall be extinguished one (1) hour after close of business and remain off until one (1) hour before business resumes - Motion sensors required for all unshielded fixtures that emit greater than 20.0 fc at any given location on a site
Dimming	Lighting in all zone districts shall be equipped with dimming capabilities	
Maximum Allowable Pole Height (<i>includes Base, Pole, and Luminaire</i>)	16' max. 20' max. streetlights at residential entries allowed	25 feet max., unless a greater height not to exceed 35 feet is approved by the Town - Wall mount lighting shall not exceed the height of the building
Bollard Lighting	47" bollard-type lighting	32" - 47" bollard-type lighting

Sec. 16.5.370. Light style and prohibited lights

- (a) *Light style.* The style of lights shall be consistent with the style and character of architecture proposed on the site. Light fixtures that illuminate signage shall be compatible with the architecture of the building on which they are placed.
- (b) *Prohibited light types.* No person shall install any of the following types of outdoor lighting fixtures:
 - 1. Mercury vapor lamps;
 - 2. Blinking, flashing, moving, revolving, flickering, changing intensity, and chase lighting, except lighting for temporary seasonal displays, lighting for public safety or required for air traffic safety;
 - 3. Any light fixture that may be confused with or construed as a traffic control device;
 - 4. Any upward oriented lighting except as otherwise provided for in this article;
 - 5. Searchlights, beacons, and laser source light fixtures;
 - 6. Exposed linear lamps that include, without limitation, Light Emitting Diode (L.E.D.), and fluorescent lighting, primarily intended as an architectural highlight to attract attention or used as a means of identification or advertisement except as permitted by sign criteria of the land use code;
 - 7. Any lamp or bulb, except for seasonal displays and landscape ornamental lighting, which is visible beyond the property line on which it is located; and
 - 8. Any lamp or bulb with a correlated color temperature (CCT) that exceeds three thousand five hundred degrees Kelvin (3,500K) unless otherwise stated by this article.

Sec. 16.5.375. Exemptions

The standards of this section shall not apply to the following types of exterior lighting:

- (a) *Ornamental Lighting.* Low voltage (twelve volts or less), low wattage ornamental landscape lighting fixtures, and solar operated light fixtures having self-contained rechargeable batteries.
- (b) *Strings of Light.* Strings of lights located on properties in all residential zoning districts or on properties that are used exclusively for residential uses shall be exempt from the requirements of this chapter.
- (c) *Aviation Lighting.* Lighting used exclusively for aviation purposes. All heliport lighting, except lighting associated with emergency facilities, shall be turned off when the heliport is not in use.
- (d) *Right-of-Way Lighting.* Public lighting that is located within the right-of-way.
- (e) *Seasonal Lighting Displays.* Lighting commonly associated with outdoor displays celebrating holidays and seasons.

- (f) Because of their limited hours of operation and unique requirements for nighttime visibility, ball diamonds, playing fields, tennis courts and other similar outdoor recreational uses, both public and private, shall be exempt from the general provisions of this Article unless otherwise restricted by the Town. However, exterior lighting for such uses shall be extinguished no later than 11:00 p.m.

Sec. 16.5.380. Resources

Recommended references include the Illuminating Engineering Society of North America publications RP-8-00, RP- 20-98 and RP-33-99, and as may be amended from time to time.

Sec. 16.5.385. Reserved

Division 4 – Signage

Sec. 16.5.410. ~~Signs~~–Overview (Sec. 16.9.30)

- (a) *Intent.* The regulations in this section are intended to coordinate the use, placement, physical dimensions and design of all signs within the Town.

Sec. 16.5.415. Sign permit requirements

~~Sign permit required.~~ To ensure compliance with the regulations of this section, a sign permit shall be required in order to erect, move, alter, reconstruct or repair any permanent or temporary sign, except signs that are exempt from permits in compliance with the following Paragraph (e)(5). A sign permit shall be required for those temporary signs specified in Paragraph (e)(6) of this section. In multiple-tenant buildings, a separate permit shall be required for each business entity's sign. Separate building and electrical permits may be required for signs and will be determined on a case-by-case basis. Changing or replacing the copy on an existing lawful sign shall not require a permit, provided that the copy change does not change the nature of the sign or render the sign in violation of this section.

- (a) *Sign permit application requirements.* Applications for sign permits shall be made in writing. Fees shall be in accordance with the Town's fee schedule available upon request from Town Staff.
- (b) *Application requirements for temporary signs.* Applications for temporary sign permits shall be made in writing. Fees shall be in accordance with the Town's fee schedule available upon request from Town Staff.
- (c) *Town Staff review and approval.* When the Town Staff has determined the application to be complete, the Town Staff shall review the sign permit in accordance with the established review criteria and shall have the authority to approve, approve with conditions or deny the sign permit. Upon the Town Staff's approval of the sign permit, the sign permit and any building or electrical permits required for the sign shall be issued to the applicant.
- (a) Review criteria:
1. The sign meets the requirements of this section.
 2. The sign conforms to the requirements of the adopted building and electrical Codes.
 3. The sign does not interfere with pedestrian or vehicular safety.
 4. The sign does not detract from the character of an architecturally significant or historic structure.
 5. The sign is not located in a place that has a negative impact on adjacent property.
 6. The sign does not detract from the pedestrian quality of the street or area.

7. The sign does not add to an over-proliferation of signs on a particular property or area.

(d) *Appeal of sign permit denial or approval with conditions.* Any appeal of the Town Staff's denial of a sign permit or approval with conditions shall be made to the BOA as provided in this Code.

(e) *Waivers.* Any request for an increase in the maximum allowable area for a sign or for signs not expressly permitted in these regulations requires ~~an approved waiver~~approval by the Town Council as part of a use by special review.

(f) *Enforcement.*

1. Discontinued establishments; removal of signs. Whenever a business, industry, service or other use is discontinued, the sign pertaining to the use shall be removed or obscured by the person or entity owning or having possession over the property on which the sign is located within ninety (90) days after the discontinuance of such use.
2. Illegal signs.
 - a. Penalties. Illegal signs shall be subject to the enforcement provisions of this article.
 - b. Removal of illegal signs in the public right-of-way. The Town may cause the removal of any sign within the public right-of-way or on property that is otherwise abandoned that is not in compliance with the requirements of this article.
 - c. Storage of removed signs. Signs removed in compliance with this section shall be stored by the Town for thirty (30) days, during which they may be recovered by the owner only upon payment to the Town for costs of removal and storage. If not recovered within the thirty (30)-day period, the sign and supporting structure shall be declared abandoned and title shall vest with the Town. The costs of removal and storage (up to thirty [30] days) may be billed to the owner. If not paid, the applicable costs may be imposed as a tax lien against the property.
 - d. If any person or entity erects any temporary sign for which a temporary sign permit is required without receiving a permit, the person or entity shall be ineligible to receive a temporary sign permit for the remainder of the calendar year.

Sec. 16.5.420. Exempt signs

Exempt signs. The following types of signs are exempt from permit requirements of this section and may be placed in any land use district. All such exempt signs, except government signs, shall be located outside a public right-of-way. Exempt signs shall not interfere with traffic signs or the sight distance triangle at intersections. Evidence of the owner's permission to install a sign shall be required upon request by the Town.

- (a) *Nonvisible.* Signs that are not visible beyond the boundaries of the lot or parcel upon which they are located and/or from any public thoroughfare or right-of-way, except that such signs shall be subject to the safety regulations of the building Code and electrical Code adopted by the Town
- (b) *Address.* Nonilluminated signs, not to exceed two (2) square feet in area, that identify the address and/or occupants of a dwelling unit or of an establishment
- (c) *Building identification, historical markers.* Nonilluminated signs constructed of metal or masonry that are permanently affixed to buildings or structures for the purpose of identifying the name of a building, date of erection or other historical information as approved by the Town Staff
- (d) *Bulletin Board.* Bulletin Board signs not exceeding fifteen (15) square feet in gross surface area, accessory to a church, school or public or nonprofit institution
- (e) *Construction.* Temporary construction signs, provided that:
 - 1. Signs in conjunction with any residential use shall not exceed eight (8) square feet each.
 - 2. Signs in conjunction with all other uses shall have a maximum area of sixteen (16) square feet each.
 - 3. Only one (1) such sign oriented per street front per premises shall be erected. Any two (2) such signs located on the same premises shall be located at least one hundred (100) feet apart as measured by using a straight line.
 - 4. Such signs shall not be illuminated.
Such signs shall only appear at the construction site.
 - 5. Such signs shall be removed within the earliest seven (7) days after completion of the project or one (1) year of installation.
- (f) *Courtesy.* Nonilluminated or indirectly illuminated signs that identify, as a courtesy to customers, items such as credit cards accepted, redemption stamps offered, menus or prices are limited to one (1) such sign for each use, not to exceed four (4) square feet per face or eight (8) square feet in total aggregate area for all such signs. Such signs may be attached to the building as projecting or wall signs, affixed to a door or window, suspended from a canopy or included as an integral part of a freestanding sign.
- (g) *Decorations (holiday).* Temporary decorations or displays, when such are clearly incidental to and customarily and commonly associated with any national, state, local or religious holiday or celebration shall be displayed for not more than sixty (60) days in any one (1) year and may be of any type, number, area, height, location, illumination or animation.
- (h) *Directional.* On-premises directional and instructional signs not exceeding six (6) square feet in area apiece.
- (i) *Doors.* Signs affixed to door glass that identify the name and/or address of an establishment.

- (j) *Farm products.* Seasonal farm product signs.
- (k) *Flags.* Flags, crests or banners of nations, organizations of nations, states and cities, or professional, fraternal, religious or civic organizations, except when displayed in connection with commercial promotion.
- (l) *Garage, estate or yard sale or farm auction.* Signs that advertise a private garage or yard sale on the lot where the sign is located shall be displayed no more than twice per year per dwelling unit for a period not to exceed three (3) days.
- (m) *Memorial.* Memorial signs, plaques or grave markers that are noncommercial in nature.
- (n) *Notice Boards.* Notice Boards for public or religious institutions.
- (o) *Oil and gas operation.* Identification signs for any oil and gas operation.
- (p) *Political.* Political signs displayed on private property.
- (q) *Special events.* Temporary special event signs and banners for religious, charitable, civic, fraternal or similar nonprofit or not-for-profit organizations, or private noncommercial special events, provided that:
- (r) Text or copy changes on conforming or legal nonconforming signs are specifically designed to permit changes of the text or copy provided that no structural changes are made to the sign and that the name of the business to which the sign belongs is not changed on the sign.

Sec. 16.5.420. Temporary signs

Such signs shall otherwise be in conformance with all applicable requirements contained in this section. All such temporary signs, except government signs, shall be located outside a public right-of-way. Temporary signs shall not interfere with traffic signs or the sight distance triangle at intersections. Evidence of the owner's permission to install a sign shall be required upon request by the Town. Temporary signs shall be allowed only with a valid permit and upon proof of compliance with this Section. Temporary signs include but are not limited to:

- (a) Banners used to decorate or attract attention to a business establishment, H-Frame (freestanding) real estate-type signs and any other signs not of a permanent nature advertising special events, provided that:
 - 1. The business is licensed and has received approval for a temporary sign from the Town.
 - 2. The signs are displayed in conjunction with a grand opening celebration for a period not to exceed thirty (30) days and renewable up to an additional maximum period of thirty (30) days.

3. The signs are displayed in conjunction with a special sale for a period not to exceed thirty (30) days.
4. The signs are displayed no more than two (2) times per calendar year per establishment. Each business or property owner shall be limited to one (1) temporary sign of any of the following types per business or property. In cases involving multiple tenants on a single property, each tenant shall be allowed one (1) temporary sign.

(b) Banner-type signs:

1. The banner shall be securely attached to the wall of the establishment, freestanding signs or light poles on private property, except as provided for in Paragraph (16).
2. The maximum height of each sign shall not exceed three (3) feet, and the width shall not exceed eight (8) feet.
3. The sign shall be made of high-quality material.

(c) Freestanding signs that advertise special events, not including those signs advertising the sale or lease of the property:

1. Shall be limited to a maximum of twelve (12) square feet per side and a maximum height of four (4) feet
2. Shall be constructed of high-quality materials

(d) Development signs:

1. A freestanding sign, not exceeding sixteen (16) square feet in area and six (6) feet in height, may be permitted on the site of a new housing or commercial project following approval of a development [Plan](#). Temporary development signs shall be limited to a maximum of three (3) years' duration, upon acceptance of improvements by the Town or when all building permits have been issued, whichever occurs first.
2. Any freestanding directional subdivision sign not located at the site of the new housing development shall be out of the Town right-of-way and on private property. Signs shall be ninety-six (96) square feet or less and under twelve (12) feet in height. Any freestanding directional subdivision signage exceeding sixteen (16) square feet and six (6) feet in height shall only be permitted on properties of five (5) acres or more and spaced at intervals of a minimum of four hundred (400) linear feet of road frontage.
3. Permits may be granted for one (1) year and may, at the discretion of the Town Manager, be renewable annually for up to three (3) years.
4. All such temporary signs shall be removed within seven (7) days after the real estate closing or lease transaction.
5. No sign allowed under this subparagraph shall be illuminated.

Sec. 16.5.425. Prohibited signs

- (a) Flashing, rotating, blinking or moving signs, animated signs, signs with moving, rotating or flashing lights or signs that create the illusion of movement, except for time-and-temperature devices.
- (b) Any sign that is erected in such a location as to cause visual obstruction or interference with motor vehicle traffic or traffic-control devices, including any sign that obstructs clear vision in any direction from any street intersection or driveway.
- (c) Neon, distracting colors, mechanical or electrical appurtenances, such as "revolving beacons," that are designed to compel attention.
- (d) Pole-mounted signs.
- (e) Roof signs.
- (f) Off-premise advertising signs or any other sign not pertinent and incidental to the permitted use on the property where located, except for temporary subdivision directional signs and political signs and except for signs permitted in Paragraph (16).
- (g) Any sign located in such a way as to intentionally deny visual access to an existing sign.
- (h) Vehicle-mounted signs, including but not limited to signs painted on or attached to semi-trailers or cargo containers, when exhibited on private property adjacent to the public right-of-way for the purpose of advertising the business or services offered on the property. Vehicle-mounted signs used in connection with a special event are exempted from the requirements of this section during the duration of the special event only. Upon the conclusion of the special event, such signs must be dismantled. For the purposes of this subparagraph, the term *special event* shall mean a parade, circus, fair, carnival, festival, farmers' market or other similar event that is different in character from the customary or usual activities generally associated with the property on which the special event is to occur.
- (i) Portable signs or signs not permanently affixed or attached to the ground or to any structure, except for real estate signs attached to posts driven into the ground, window signs and temporary barriers.
- (j) Rotating signs.
- (k) Searchlights.
- (l) Inflatable freestanding signs or tethered balloons.

(m) Fabric signs, flags, pennants or banners when used for commercial advertising purposes, except as permitted in **this Division**.

(n) Any sign or sign structure that:

1. Is structurally unsafe.
2. Constitutes a hazard to safety or health by reason of inadequate maintenance or dilapidation.
3. Is not kept in good repair.
4. Is capable of causing electrical shocks to persons likely to come in contact with it.

Sec. 16.5.430. Sign calculations

Areas calculated shall be measured using standard mathematical formulas. Unless specifically stated, calculations shall be based on sign surface area.

(a) Sign surface area. The sign surface area consists of the entire area within a continuous perimeter enclosing the extreme limits of a sign display.

1. Sign face. The sign face consists of the area or display surface, including any frame or border used for the message, which includes but is not limited to writing, representation, emblem or any figure of similar character.
2. Double-faced (back-to-back) signs. The area calculation of double-faced signs shall be regarded as a single sign only if mounted on a single structure and if the distance between each sign face does not exceed two (2) feet at any point.
3. Wall signs. If a sign is attached to a wall, only that portion of the wall onto which the sign face or letters are placed shall be calculated in the sign area.

(b) Sign height. The height of a sign shall be measured from the highest point of a sign to the ground surface beneath it. When berms are used in conjunction with signage, the height of the sign shall be measured from the mean elevation of the fronting street.

(c) Proportionate size and scale. The scale of signs shall be appropriate for the building on which they are placed and the area in which they are located. Building signs shall be harmonious in scale and proportion with the building facade to which they are mounted.

Sec. 16.5.435. Sign design standards

(a) *Sign location and placement.*

1. Signs shall neither visually overpower nor obscure architectural features.
2. Integrate signs with the building and landscaping. Signs shall be carefully coordinated with the architectural design, overall color scheme and landscaping of the area.

3. Unified sign band. Whenever possible, signs located on buildings with the same block face shall be placed at the same height in order to create a unified sign band. Wall signs shall be located at the first-floor level only for retail and other commercial uses.
 4. Monument signs should be located in a Planter setting within a landscaped area at the primary entries to residential, commercial and industrial developments to provide an overall project identity. A maximum of one (1) monument sign per entry is permitted.
 5. Pedestrian-oriented signs are encouraged. It is desirable to include a pedestrian-oriented sign as one (1) of the permitted signs for a business.
 6. Road right-of-way. No sign shall be erected within the public right-of-way.
- (b) *Sign illumination.* Sign illumination shall complement, not overpower, the overall composition of the site.
1. Signs must be lighted downward with fully shielded luminaries wherein only the face of the sign is illuminated. Signs shall be lighted only to the minimum level for nighttime readability.
 2. Outdoor internally illuminated advertising signs must either be constructed with an opaque background and translucent text and symbols or with a colored background and generally lighter text and symbols.
 3. Neon tubing is an acceptable method of sign illumination for window signs in commercial districts.
- (c) *Insurance on signs.* Owners of projecting signs extending over a public right-of-way shall be required to maintain public liability insurance in an amount to be determined appropriate by the Town, in which the Town is named as an additional insured. Satisfactory proof of such insurance must be provided to the Town upon request.
- (d) *Maintenance of signs.*
1. The owner of a sign and the owner of the premises on which such sign is located shall be jointly and severally liable to maintain such sign, including any illumination sources, in neat and orderly condition and in a good working order at all times and to prevent the development of any rust, corrosion, rotting or other deterioration in the physical appearance or safety of such sign. The sign must also comply with all building and electrical Codes.
 2. The owner of any sign regulated by this section shall be required to keep signs and supporting hardware, including temporary signs and time-and-temperature signs, structurally safe, clean and free of visible defects and functioning properly at all times. Repairs to signs shall be equal to or better in quality of materials and design than the original sign.
 3. All signs and all components thereof, including sign structures and sign faces, shall be kept neatly painted, in a good state of repair and in compliance with all building and electrical Codes. The Town may inspect any sign governed by this section and shall have the authority to order the painting, repair, alteration or removal of a sign that

constitutes a hazard to safety, health or public welfare by reason of inadequate maintenance, dilapidation or obsolescence.

(e) *Standards for specific sign types.*

Table 16.5.435.a – Residential District Sign Standards

Residential District Signs				
<i>Type of sign</i>	<i>Number of Signs</i>	<i>Maximum Surface Area (sq. ft.)</i>	<i>Maximum Height of Freestanding Signs</i>	<i>Comments</i>
Identification sign (freestanding or wall sign)	1 per duplex	8	4 feet	Wall signs may be no higher than the eave line of the principal building.
	1 per multi-family or triplex	16	6 feet	Wall signs may be no higher than the eave line of the principal building.
	1 per public or quasi-public use	20	8 feet	Wall signs may be no higher than the eave line of the principal building.
	1 per subdivision entrance (development monument sign)	150	6 feet (may vary depending on square footage)	Direct illumination only; when placed on subdivision entry features, only the sign face shall be used to calculate the area.
Bed and breakfast	1 per street frontage	4		May be lighted, name and address of facility only.
Childcare center	1	6	5 feet	Unlit.
Commercial uses (legal nonconforming only)	1 per tenant space	1 for each linear foot of building frontage; 24 maximum	6 feet	Direct light source only; may not be illuminated between 11:00 p.m. and 6:00 a.m. if within 500 feet of existing residential.
Home-based business	1	2	4 feet	Unlit.

Table 16.5.435.b – Business and Commercial Sign Standards

Business and Commercial District Signs				
<i>Type of Sign</i>	<i>Number of Signs</i>	<i>Maximum Surface Area (sq. ft.)</i>	<i>Maximum Height of Freestanding Signs</i>	<i>Comments</i>
Identification sign (freestanding, wall, window, awning, canopy, projecting)	Development (project) entry freestanding monument sign: 1 per major street entrance	45 per face additional surface area subject to Town Council approval	6 feet	Commercial/industrial campus-type development containing more than 2 lots and more than 5 acres; all others subject to Town Council approval.
	Shopping center development >50,000 sq. ft. gross leasable space identification sign: 1 per major street frontage	64 per face additional surface area subject to Town Council approval	6 feet	Signs are required to accommodate space for a minimum of 3 secondary/minor tenants in addition to primary major tenants.
	Major tenant freestanding sign: 1 per building	48	Lesser of 6 feet or 25% of building height	Includes individual single-use minor tenant buildings and multiple-tenant buildings that are freestanding on their own lot.
	Minor tenant (single use & own lot): 1 freestanding sign to accommodate all tenants (see comment)	1 for each linear foot of building frontage; 24 maximum	Lesser of 5 feet or 25% of building height	Includes individual single-use minor tenant buildings and multiple-tenant buildings that are freestanding on their own lot.
	Wall sign: 1 per individual tenant		n/a	The sum of all wall signs on a given wall shall not exceed 5% of the wall area; H = first-floor level only (Subparagraph 16.9.30(e)(12)c).
	Canopy or awning sign: 1 per		Minimum 8 feet above finished grade	Allowed in place of wall sign.

	individual tenant building frontage			
	Window sign: 1 per business	25% of window or door area upon which it is applied	6 feet	May be placed on the window or door but not both; cannot exceed 25% of the total allowable sign area for the premises.
	Information signs	5	6 feet	Permitted at rear and loading door entrance.
Temperature				Part of sign structure must be included in allowable sign area.
Standard brand name	Varies		6 feet	Not more than 20% of the total allowable sign area.
Temporary signs	Section 16.5.420.			

Table 16.5.435.c. – Town Core District Sign Standards

Business and Commercial District Signs in Town Core				
Type of Sign	Number of Signs	Maximum Surface Area (sq. ft.)	Maximum Height of Freestanding Signs	Comments
Identification sign (freestanding, wall, window, awning, canopy, projecting)	Wall sign or projecting wall sign: 1 per individual tenant building frontage	1 sq. ft. for the first 100 linear feet of building frontage plus 1 sq. ft. for each additional 2 linear feet of building frontage, up to 32 sq. ft. maximum.	n/a	The sum of all wall signs on a given wall shall not exceed 5% of the wall area; cannot be 25 feet above grade level or higher than the eave line of the principal building; first-floor level only for retail uses.
	Canopy or awning sign: 1 per individual building tenant	10 if main business sign; 4 if auxiliary business sign	Minimum 8 feet above finished grade	May not be in addition to a wall sign; auxiliary on valance only.

	Window sign: 1 per business	25% of window or door area upon which it is applied	n/a	May be placed on the window or door but not both; cannot exceed 25% of the total allowable sign area for the premises.
	Information signs	5	6 feet	Permitted at rear and loading door entrance.
Time and/or temperature	1	10	6 feet	Identification or advertising that is part of the sign structure must be included in an allowable sign area.
Standard brand name	Varies		6 feet	Not more than 20% of the total allowable sign area.
Temporary signs	Section 16.5.420.			

Table 16.5.435.d. – Industrial District Sign Standards

Industrial District Signs				
<i>Type of Sign</i>	<i>Number of Signs</i>	<i>Maximum Surface Area (sq. ft.)</i>	<i>Maximum Height of Freestanding Signs</i>	<i>Comments</i>
Identification sign (freestanding, wall)	1 project monument sign per entrance	1 sq. ft. per foot of frontage up to 64 per face surface area greater than face subject to Town Council approval	6 feet	No pole signs are permitted; commercial/industrial campus-type development containing more than 2 lots and more than 8 acres
	Major tenant monument sign: 1 per building	48	6 feet	Gross leasable space more than 5,000 sq. ft.

	Window sign: 1 per individual tenant building frontage	16	n/a	May not exceed 1 per tenant or 1 per entry; must be flush-mounted; cannot be 25 feet above grade level or higher than the eave line of the principal building
	Information signs	5	6 feet	Permitted at rear and loading door entrance
Temporary signs	Section 16.5.420.			

Article 5 – Site Development Standards

Division 1 – Open Space, Buffering, and Pedestrian Connectivity

Sec. 16.5.110. Overview

(a) *Purpose.* The intent of this Code language is to:

1. Value the design, function, and appropriate application of several types of open space systems, rather than solely the quantity of space;
2. Screen and mitigate visual impacts of high intensity portions of sites and developments, particularly focusing on the impact on public rights-of-way and adjacent property; and
3. Provide important transportation connections, as well as recreational opportunities and access.

(b) *Provisions.* The provisions of this Section are in addition to the requirements of the underlying zone district and supersede the zone district requirements. In the event of a discrepancy between the two, the Manager's decision shall be final. These requirements supplement Article 6 – Design Standards and should be used together with the use specific design criteria, as adopted, and amended by the Town. All landscaping, open space, and buffering standards shall be consistent with the town's non-potable water requirements.

Sec. 16.5.115. Open space standards

(a) *General Criteria.* The following criteria shall apply to all open spaces within the Town.

1. Uses designated within an open space area shall be appropriate to the context, character, and intensity of the development.
2. No land shall be reserved by the applicant as non-buildable parcels or designated as open space unless it is of sufficient size, shape, and topographically suitable to be of practical use or service as part of a complete open space system that supports development.
3. The land area designated as open space within subdivision developments shall not be credited toward the minimum landscape requirements or landscape area for site specific developments.
4. Oil & Gas wells, both active and abandoned, shall not be counted towards the overall open space percentages.
5. Open space shall consist of lands maintained in native vegetation and used for buffering or habitat preservation. Irrigation is applied as necessary for maintenance.
6. Areas designated as public open space shall be both visibly and physically accessible to the community. Public access shall be provided to all public open spaces directly from the public rights-of-way and trail system(s).
7. Street, node, activity, walkway, and conflict lighting is required. Lighting shall meet the requirements of this Code.

8. Ponds and lakes may count as open space provided, they are active and at a minimum allow for non-motorized boats, swimming, and floatable devices.
9. To coordinate open and civic spaces into a system that integrates the public realm with surrounding development, subdivision design and location of open space types shall consider the following:
 - a. Connections and integrations with public streetscapes and other civic destinations, such as schools, to improve visibility and access;
 - b. The accessibility of neighborhoods to recreation opportunities for active living;
 - c. The opportunity for natural spaces to preserve groves of trees, streams, unusual and attractive topography, and other desirable natural landscape features and views;
 - d. The opportunity for formal gathering places to be a focal point for compact, walkable places, located as an extension of the streetscapes at highly traveled and visible locations;
 - e. The types of spaces that reinforce character of the area or create gateways and transitions to distinct places; and
 - f. The distribution of spaces so all developments have similar proximity to other types of open and civic space appropriate to its context.
10. An internal pedestrian way or trail system shall be provided.

(b) Open space development standards.

1. General criteria.
 - a. Of the required open space for developments, no more than twenty (20) percent may be classified as passive open space.
 - b. Open space designs shall be context sensitive. Compact and formal gathering spaces are most appropriate in walkable commercial and mixed-use areas. Spacious and natural areas are most appropriate in larger and spread-out development areas.
 - c. See Article 6 – Design Standards for additional site design criteria.
2. Residential development criteria.
 - a. Rural residential developments shall provide a minimum twenty (20) percent of the gross land area as functional open space, which may include agricultural land, natural areas, trails, and lands dedicated for other similar purposes.
 - b. Residential developments shall provide a minimum of twenty-five (25) percent of the gross land area as functional open space. An exception may be granted by the Manager for infill town center projects.
 - c. Residential developments with fifty (50) or more units shall incorporate a minimum of one (1) centrally located multifunctional park. For multi-family projects, this park may count towards the amenity points specified within Article 6 – Design Standards. See dedication requirements in Article 4.

3. Non-residential development criteria.

- a. Non-residential developments shall provide a minimum of twenty (15) percent of the gross land area as functional open space. An exception may be granted by the Manager for infill town center projects.

(c) *Minimum landscape requirements for all open spaces.*

1. Edge landscaping and entryways.

- a. Edges of commercial developments shall contain high-quality landscaping. Berms, meandering walks, a mix of irrigated turf, shrub beds, ornamental trees, evergreen trees, and shade trees are encouraged.
- b. The perimeter treatment adjacent to roadways should include a minimum twenty (20) feet varying width landscape buffer with a minimum ten (10) foot community pathway, unless otherwise specified in this Code.
- c. Entryways and areas visible from public streets shall have some type of landscape component that may include window boxes, hanging baskets, large pots, and planting beds.

2. All plants shall be carefully chosen to provide for seasonal interest, texture, variety, drought tolerance, zone hardiness, and to promote year-round use.
3. Landscaping shall be designed to minimize water demand, maintenance, the need for chemical fertilizers, and maintain applicable site triangle requirements.
4. With the exception of turf or native grasses, or similarly approved ground covers, no one species may exceed twenty five percent (25%) of the total plant palette.
5. All required and approved vegetation shall be maintained in healthy condition. Dead or diseased plants shall be removed immediately and replaced by the next growing season. New plants shall meet the minimum size requirements.
6. Plant materials adjacent to or within sidewalks, pathways, trails, plazas, and other routes or gathering spaces shall maintain sidewalk clearance requirements for accessibility.
7. Water, water taps, and an irrigation system shall be provided by the developer of sufficient size, quantity, and configuration; consistent with the adopted Construction Standards and Specifications.
8. All landscaping improvements, amenities, and features shall be maintained, repaired, and replaced by the party responsible, as approved by the Town.
9. Street and perimeter trees shall be provided at fifty (50) foot intervals around the edge of open space areas based on tree species spacing criteria, and placed to avoid conflicts with lighting, parking, and access.
10. Minimum tree planting sizes shall conform to adopted Town specifications, unless otherwise specified by the Tree Board.
 - a. Two (2) inch caliper deciduous.
 - b. One and one-half (1 1/2) inch caliper ornamental.
 - c. Six (6) foot tall evergreen.

11. Minimum shrub and ornamental grass planting sizes shall conform to adopted Town specifications, unless otherwise specified by the Tree Board.
 - a. Five (5) gallon sized container.
 12. The amount of turf grass shall be determined by the intended use of the open space.
 - a. Turf areas shall be naturalized, avoiding rectangular shapes and forms, unless required for a specific sports activity. Turf grass shall be avoided in heavily shaded areas.
 - b. Turf grasses shall be drought tolerant.
 13. Use of perennial ground cover is required and shall cover no less than one-half (1/2) of the minimum required shrub area. The use of native and drought-tolerant species is encouraged.
- (d) *Water conservation.* The following water conservation criteria applies to any project or development within the Town.
1. A minimum of seventy percent (70%) of shrubs or trees shall be classified as very low or low water use.
 2. No more than ten percent (10%) of shrubs or trees shall be classified as high-water use.
 3. Sites over three (3) acres shall be organized into distinct hydrozones according to their microclimatic needs and water requirements.
 4. Plants with similar water requirements shall be grouped together in the same irrigation zones.
 5. Grass turf areas classified as medium or high-water use shall be limited to high use or high visibility areas.
 6. Grass varieties listed as low water use may be used without limitation.
- (e) *Storm drainage facilities as open space areas.*
1. Storm drainage facilities may be designed and integrated into open spaces and may be counted towards the open space requirements provided the stormwater function is clearly secondary to the overall purpose of the space.
 2. The stormwater facility shall not alter the function or usability of the space in any way.
 3. No more than forty percent (40%) of a designated park area can be dedicated to storm water management.
 4. Maintenance and management of the portion of the facility serving stormwater function must be clearly defined, whether that is a public dedication or whether it is an obligation of the owner or property owner's association.
 5. These multi-use facilities must provide for active recreational amenities such as fitness parks, play structures, etc., as approved by the Town.
- (f) *Ownership and Maintenance.* Ownership and maintenance of public open space(s) shall be determined by the Town during the entitlement process based on the type of open space provided.

1. Generally, the homeowners' association or business owners' association shall own and maintain public and private common open space.
2. Maintenance of trails shall be determined during the entitlement process.
3. Conservation areas set aside as part of a subdivision within the Rural Residential zone district shall be owned and maintained by the owners' association, unless otherwise agreed to by the Town.
4. Storm water detention and retention areas that also function as open space shall be owned and maintained by a homeowners' association, unless otherwise agreed to by the Town.
5. Areas designated as open space shall be maintained according to the designated function of the area. For areas that remain in private ownership, a mechanism to assure that maintenance will be funded in perpetuity shall be in place at the time of entitlements, as approved by the Town.
6. Parks dedicated to the Town as part of a developer's park dedication requirements will be owned and maintained by the Town, unless otherwise determined during the entitlement process.

Sec. 16.5.120. Open space types

Open space(s) shall be designed and located based on the following standards and guidance. To recognize the value, context, and function of well-designed open space, in addition to simply the amount of space, amenities will be required based on the size of the development.

(a) Natural area.

1. Design guidelines. An undeveloped area that contains significant natural features or habitat worthy of preservation, and which provides environmental, aesthetic, and recreational benefits. Features such as riparian corridors and wetlands, scenic vistas, and prominent topography, protected species nesting and migration areas, or substantial groupings of important plant types characterize Natural Areas. These areas contain little or no constructed improvements or maintained landscapes other than trails to access the Natural Area.
2. Recommended size. The size of a Natural Area should be based on the site characteristics and potential continuity of similar natural features in the area, along with the potential to connect to adjacent natural areas that contribute to an area of at least 5 contiguous acres.
3. Applicability.
 - a. Rural residential areas.
 - b. Low-density residential areas.
 - c. Any other area of natural amenity with regional significance.
 - d. Service areas are dependent on contributing natural features.

(b) Trail corridor.

1. Design guidelines. An undeveloped area of continuous linear natural features, often following a stream, floodplain, or road corridor. A Trail Corridor should be used for

recreation and non-motorized transportation through pedestrian or multi-use trails. It includes few construction improvements except those to enhance travel or recreational use.

2. Recommended size.
 - a. Twenty (20) foot minimum width.
 - b. Thirty (30) feet or greater width is ideal.
 - c. Size is dependent on topography and natural features.
 - d. No minimum length, but the trail corridor needs to provide significant continuity in the trail system or connection between streetscape and/or on-street trails and coordinate with other plans. Trail corridors may be narrower in more constrained or urban conditions.
3. Applicability.
 - a. Alternative (off-street) transportation routes between neighborhoods and centers.
 - b. Along major streets in the network as expanded right-of-way.
 - c. Used to preserve linear natural features in more densely developed neighborhoods and activity centers.
 - d. Service Area: Dependent on the extent of linear features or associated major street plans. However, to serve pedestrian interests, development served by trail corridors should be within one thousand (1,000) feet of trail access points.

(c) Park.

1. Design guidelines. A park has a predominantly natural landscape although small portions may be designed and constructed for aesthetic purposes, formal gatherings, and structured recreation purposes.
2. Recommended size.
 - a. Five (5) to fifteen (15) acres for Neighborhood Parks
 - b. Fifteen (15) acres or greater for Community or Regional Parks
3. Applicability.
 - a. Low-density residential
 - b. Urban residential neighborhoods
 - c. Mixed-use commercial activity centers
 - d. Community and regional activity centers
 - e. Service Area: Neighborhood Parks within one-quarter of a mile and Community Parks within one mile

(d) Green

1. Design guidelines. An open space for unstructured recreation or aesthetic landscaping. A Green is bordered by public rights-of-way or internal access ways on at least 2 sides. Front building facades and/or formal edge landscaped elements define any boundaries of the Green nor bordered by public rights-of-way or internal access ways. Frontage on rights-of-way or internal access ways may be accommodated by pedestrian connections. Generally, there are few constructed elements except for small gathering places created as a focal point for the Green.
2. Recommended size. One half acre up to three acres in size.
3. Applicability.

- a. Urban residential neighborhoods
- b. All activity centers
- c. Service Area: Within two blocks and no more than one thousand (1,000) feet from a residential neighborhood.

(e) Plaza.

1. Design guidelines. An open space for civic purposes and formal gatherings. Building facades define any boundaries of a Plaza not bordered by public rights-of-way or other active pedestrian corridors. Access shall be accommodated by at least two well-defined and easily identified areas for public access. A Plaza is comprised of constructed materials to withstand heavy pedestrian traffic gathering, but contains intermittent lawns, landscape beds, or trees in a formal ornamental pattern.
2. Recommended size. Five hundred square feet minimum up to one quarter of an acre.
3. Applicability.
 - a. All activity centers
 - b. Service Area: Within the same block or immediately adjacent to developments and no more than six hundred (600) feet away.

(f) Courtyard or Patio.

1. Design guidelines. A small open space accessible to the public streets but serving one or a few surrounding buildings. Courtyards are primarily bordered by building facades, but have at least one side fully or partially bordered by a public right-of-way. A Courtyard contains a balance of formal landscape features and constructed materials to withstand heavy pedestrian traffic and gathering.
2. Recommended size. Four hundred square feet minimum up to five thousand (5,000) square feet.
3. Applicability.
 - a. Urban residential neighborhoods
 - b. All activity centers.
 - c. Service Area: Within the same block and no more than three hundred (300) feet away.

Sec. 16.5.125. Supplemental open space provisions

(a) *Natural Areas.*

1. The local fire department must review proposed natural areas as part of the planning process.
2. A minimum six (6) foot “courtesy strip” must be mowed on all sides of all trails, fences, and structures within the designated natural area.
3. All combustible materials and supplies must be located ten (10) feet or more from all structures.
4. No fireworks, open campfires, or smoking are permitted in defined ‘Natural Areas’.

Sec. 16.5.130. Amenity points.

The following amenity points shall be required for residential projects, based on the total number of units.

- Up to ten (10) dwelling units: one (1) amenity points.
- From eleven (11) to thirty (30) dwelling units: three (3) amenity points.
- From thirty-one (31) to fifty (50) dwelling units: five (5) amenity points.
- From fifty-one (51) to one hundred fifty (150) dwelling units: six (6) amenity points.
- More than one hundred fifty-one (151) dwelling units: seven (7) amenity points.

(a) *Amenity point credits.*

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

- 6) Multifunctional playgrounds with commercial grade equipment - small (less than 1,000 sqft playground zone area)
- 7) Outdoor exercise equipment (minimum of 4 pieces)

Sec. 16.5.140. Reserved

Sec. 16.5.150. Buffering standards

(a) *Buffer Levels.* The following **Table 16.5.150.a** establishes the appropriate buffer level for each zone district within the Town. This criterion applies to common property lines and alleyways for all development activities. Using the Table:

- Buffer levels are defined below in **Table 16.5.150.b**.
- Fields without a number are held to the minimum residential buffering standards.
- The following zone district abbreviations are used:
 - Rural Residential (RR)
 - Suburban Perimeter (SP)
 - Town Core (TC)
 - Development Node (DN)
- The following use categories are abbreviated and captured after the zone district abbreviation, as applicable:
 - Residential (R)
 - Public (P)
 - Commercial (C)
 - Industrial (I)

Table 16.5.150.a – Required Buffer Levels by Zone District and Land Use

Categorized from Lowest Intensity to Highest Intensity												
	RR	SP-R	TC-R	DN-R	SP-P	TC-P	DN-P	SP-C	TC-C	DN-C	TC-I	DN-I
DN-I	4	3	3	3	3	3	3	2	2	2		
TC-I	4	3	3	3	3	3	3	2	2	2		
DN-C	4	3	3	2	2	2	2	1	1		2	2
TC-C	4	3	2	2	2	1	1	1		1	2	2
SP-C	3	2	2	2	1	1	1		1	1	2	2
DN-P	3	1	1	1				1	1	2	3	3
TC-P	3	1	1	1				1	1	2	3	3

SP-P	2	1	1	1				1	2	2	3	3
DN-R	1				1	1	1	2	2	2	3	3
TC-R	1				1	1	1	2	2	3	3	3
SP-R	1				1	1	1	2	3	3	3	3
RR		1	1	1	2	3	3	3	4	4	4	4

- (b) **Buffer Design Criteria.** The buffer levels shall be designed according to the standards below in **Table 16.5.150.b**. The buffer width exists independent of and may include any setback, parking perimeter buffer area, or other open space requirement such that the larger requirement will control. Efficient site design can allow the area to meet both requirements.

Table 16.5.150.b – Buffer Planting Requirements by Buffer Level

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

Sec. 16.5.160. Supplemental buffering design provisions

- (a) Residential density transition area. All proposed developments located adjacent to or abutting a differing zone district and/or development pattern shall provide an area of transitional

residential densities with complimentary lot sizes and residential product types to create a cohesive neighborhood design. All transition areas shall be approved through the platting and/or site plan review process.

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

Sec. 16.5.165. Reserved

Sec. 16.5.170. Pedestrian connectivity standards

- (a) General pedestrian circulation criteria. Pedestrian connectivity within and adjacent to a development project is required. Each development shall provide a combination of trails, sidewalks, or widened streets to accomplish multi-modal connectivity.
 - 1. Off-street pedestrian linkages can be accomplished with the use of open greenways and drainage conveyance corridors with meandering trails or paths.
 - 2. Each Rural Residential zone district subdivision must contain a twenty (20)-foot minimum perimeter landscape buffer with a minimum six (6)-foot-wide community pathway.
 - 3. Sidewalks adjacent to all school sites and parks require a minimum width of five (5) feet or wider.
 - 4. Projects shall connect to Severance trail network whether that be through newly dedicated neighborhood trails or connections to a previously established Severance trail network. See neighborhood and regional trail criteria below in this Section.
- (b) *Multi-family development pedestrian circulation criteria.*
 - 1. A pedestrian network that interconnects all dwelling units and uses, and common open space shall be provided throughout each development.
 - 2. The network shall be made up of sidewalks, walkways, multi- use pathways, and trails

3. Pedestrian walks and spaces shall be provided as necessary to ensure that projects are easily navigated and enjoyable for the pedestrian
4. The pedestrian networks shall include gathering and seating areas. These areas shall provide benches, landscaping, and other street furniture where appropriate.
5. The pedestrian network shall connect to adjacent developments, trail systems, and sidewalk systems.
6. Sidewalks shall be separate and distinct from motor vehicle circulation to the greatest extent possible.

(c) *Non-residential commercial and office development pedestrian circulation criteria.*

1. Sites shall include direct pedestrian connections and circulation routes at the same or greater frequency as is provided by streets, driveways, and internal access streets.
2. Pedestrian access and circulation within a site shall provide dedicated pedestrian facilities that connect each of the following:
 - a. Public entrances of all buildings;
 - b. Public sidewalks on adjacent streets or internal access streets;
 - c. Required open space and other site amenities;
 - d. Community trails located within the vicinity of the site; and
 - e. Adjacent project sites, where pedestrian access between sites via the sidewalks on streets or internal access streets is remote or nonexistent.
3. Pedestrian traffic shall be separate and distinct from motor vehicle circulation to the greatest extent possible. If that is not possible, potential hazards shall be mitigated using the following strategies:
 - a. Special paving, pavement markings, signs, striping and/or bollards.
 - b. Median refuge areas, traffic calming features, and landscaping.
 - c. Lighting or other means to clearly delineate pedestrian areas.
4. Internal sidewalk widths shall meet the following minimum criteria:
 - a. General: five feet (5').
 - b. Along a building façade that abuts a parking area or along parking with vehicle overhangs: eight feet (8').
 - c. Along a building façade with a primary entrance: ten feet (10').
5. Pedestrian walkways shall feature adjoining landscaped areas that include trees, shrubs, benches, flower beds, ground cover or other materials for not less than fifty percent (50%) of its length. Context is a deciding factor when determining final percentages within the Town Core zone district.
6. Sidewalks shall be located an average of eight feet (8') away from the façade of the building to provide planting beds for foundation landscaping, except where features such as arcades, display windows or entryways are part of the façade. Context is a deciding factor when determining distance and location within the Town Core zone district and projects may be granted relief from this setback requirement.

(d) *Neighborhood Trails.* In all residential subdivisions, neighborhood trails shall create both an internal network and connections to surrounding properties, as appropriate. The following design criteria shall apply to neighborhood trails.

1. They shall connect to existing and planned Town trails, parks and open spaces, schools, employment centers, and community facilities. If the project does not include or is not adjacent to a school or park, the project shall provide trail access oriented in the direction of the nearest school or park to facilitate access on existing or future trails or sidewalks. When the intermediate land is undeveloped, future development shall continue the trail system to the park or school.
2. When feasible, shopping areas, parks, and schools shall provide trail connections to adjacent residential subdivisions.
3. The system should be designed to provide interesting and distinct areas for walking and bicycling in areas separate from and in addition to traditional sidewalks.
4. The trails shall be ten (10) feet in width and paved with six-inch thick concrete, unless otherwise specified by the Town through adopted Construction Standards and Specifications.
 - a. Trails surfaced with crusher fines and less than ten (10) feet in width may supplement paved trails but shall not be used in-lieu of paved trails.
5. They shall be open to all members of the public. Restrictions on types of uses are allowed, as approved by the Town.
6. Documentation that outlines the ongoing maintenance plans, as well as administrative and financial management of the trails systems, shall be provided as part of the entitlement process. Trails shall be maintained in perpetuity either by the owner's association, metropolitan district, or other legal entity approved by the Town, unless otherwise agreed to by the Town.
7. Pedestrian scale lighting is required on trails near amenities, structures, and/or tie-ins to public sidewalks and streets. Lighting shall meet the requirements of this Code.
8. Bicycle parking shall be provided at the entry to internal and peripheral open space and park areas. The design and type of bicycle parking structure shall be coordinated with the Town.

(e) *Regional Trails.* Regional trail systems are intended to provide recreational and enhanced regional mobility options connecting the Town to surrounding communities and locations of interest. The following design criteria shall apply to regional trails.

1. Trails shall be designed in accordance with the Town's adopted Construction Standards and Specifications, the most recently published volume of the AASHTO Guide for Development of Bicycle Facilities, and the Americans with Disabilities Act (ADA).
2. Where a subdivision either borders or includes portions of the Great Western Trail, a minimum ten (10) foot wide paved trail is required for the entirety of the trail within or adjacent to the property.
3. Trails shall be constructed of 6" thick mesh concrete in accordance with the Town's adopted Construction Standards and Specifications.

4. Regional trails are owned and maintained by the Town and may be required to be installed as part of a development project.

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Division 2 – Parking

Sec. 16.5.210. Parking design standards

The following design standards shall apply to all required off-street parking areas:

- (a) Off-street parking areas shall be designed so that vehicles may exit without backing onto a public street, unless site-specific constraints such as parcel shape, size, or access limitations make such a configuration infeasible.
- (b) Off-street parking areas shall be designed to ensure that parked vehicles do not encroach upon or extend into public rights-of-way. In addition, any vehicular overhang that extends into a pedestrian access area shall not reduce the minimum clear pedestrian path width below five (5) feet.
- (c) Any off-street parking area with more than twenty (20) spaces shall provide internal landscaping islands. All parking lot landscaping shall be in addition to any other required site landscaping. Landscaping islands shall be placed at both ends of each parking row. The required number of internal landscaping islands shall be as follows:
 1. No more than ten (10) parking spaces shall be allowed in a continuous row without a landscaped island.
 2. Each landscape island shall be equal in size to one (1) standard parking space.
 3. Each landscape island shall contain a minimum of one (1) deciduous shade tree and three (3) shrubs. For every additional two hundred (200) square feet of landscaped island area, one (1) additional deciduous shade tree and three (3) additional shrubs shall be required;
 4. The area dedicated to landscape islands shall be provided in addition to any internal pedestrian accessway required under this Section; and
 5. Parking lots containing more than one hundred (100) spaces shall be divided into distinct parking blocks of no more than one hundred (100) spaces each, with each block meeting the standards outlined above.
- (d) Any off-street parking area with more than one (1) drive aisle shall provide and maintain internal pedestrian accessways. A parking space shall be located within ten (10) spaces or one hundred (100) feet, whichever is closer, to an internal pedestrian accessway, unless site-specific constraints exist.
- (e) All off-street parking areas shall maintain an eight (8) foot wide perimeter buffer in addition to other required site landscaping. The buffer shall be designed to screen and soften views of the parking area year-round using a combination of evergreen or dense landscaping, landscape screen walls, earthen berms, or similar elements. The buffer area shall include, at a minimum:
 1. Two (2) deciduous shade trees for each fifty (50) linear feet; and
 2. Three (3) shrubs for each ten (10) linear feet of buffer area.

- (f) To support walkable, vibrant, and visually cohesive places, the following parking design standards shall apply to the Town Core and Development Node zone districts:
1. Parking shall not be located between the building and adjacent pedestrian pathways.
 2. Parking shall be located behind buildings, or fully integrated above or below the first floor whenever possible. If parking must be located elsewhere due to site constraints, it shall be screened from public view using a combination of year-round landscaping, low walls, berms, or similar screening elements.
 3. Parking shall be accessed from the rear of the property on parcels with alleys or rear access points. If parking is to be accessed from the front property line, parking access shall be consolidated to minimize new curb cuts and conflicts with existing roadways and pedestrian pathways.
 4. For parcels without rear or side access, driveways serving on-site parking should be avoided on Harmony Road. When necessary, such driveways should be minimized in width and provide adequate visibility for pedestrians.

Sec. 16.5.220. Parking requirements

- (a) *Shared off-street parking.* Shared off-street parking may be used when there are opportunities to support parking demand through shared off-street parking for compatible uses (such as a theater and an office building, which would have staggered peak hours). Shared parking shall only be utilized when approved by the Town in a site plan or development agreement.
- (b) *Adjacent on-street parking.* In order to promote a pedestrian scale, to encourage an environment of safety and to maximize land use efficiency and land devoted to parking in the Town Core land use district, parking may be satisfied using adjacent on-street parking or shared rear-lot parking areas. On-street parking shall only be counted towards minimum parking standards as specified in **Table 16.5.220.a** below.
- (c) *Land use parking requirements.* For uses not included in the following table, the review process shall determine the appropriate parking requirements.

Table 16.5.220.a. – Land Use Parking Requirements

Land Use	Parking Spaces Required All Other Zones	Town Core and Multi-Use Development Nodes (n/a) denotes no change	
		Parking Spaces Required	On-Street Parking Credit
Single-family residence, attached and detached	2 spaces per dwelling unit	n/a	No

Townhome	2 spaces per dwelling unit	n/a	25% of the available on street parking directly adjacent to the proposed development
Multi-family residence			25% of the available on street parking directly adjacent to the proposed development
1 bedroom or studio	1.5 spaces	1 space	
2 bedrooms	2.0 spaces	1.75 spaces	
3 bedrooms	2.0 spaces	1.75 spaces	
4+ bedrooms	3.0 spaces	2 spaces	
Guest Parking	1 space for every 5 units	1 space for every 5 units	
Public assembly facilities, provided for seated audiences <i>(places of worship, theaters, auditoriums, and similar uses)</i>	1 space for every 3 seats	n/a	n/a
Elementary schools <i>(if the school includes an auditorium, the auditorium requirement shall govern if it is greater)</i>	2 spaces for every classroom	n/a	n/a
Junior and senior high schools	Auditorium requirement or 1 space for every 5 students of maximum capacity	n/a	n/a
Hospitals	1 space for every 2 beds	n/a	n/a
Clinics	5 spaces for every practitioner on Staff	n/a	n/a
Industrial uses	1 space for every 1 employee, computed at any given time; plus 1 space per company vehicle	n/a	n/a
Retail stores, customer service establishments, shopping centers and other similar uses	1 space for every 200 square feet	1 space for every 300 square feet	50% of the available on street parking directly adjacent to the proposed development
Office	1 space for every 250 square feet	n/a	n/a
Eating and drinking establishments	1 space for every 150 square feet or 1 space for every 3 seats,	1 space for every 200 square feet or 1 space for every 4 seats, whichever	50% of the available on street parking directly adjacent to the proposed development

	whichever is greater; plus 1 space for every 1 employee, computed on the maximum service capacity	is greater; plus 1 space per every 2 employees, computed on the maximum service capacity	
Lodging	1 space for every room to be rented; plus 1 space for every 2 employees, computed on the maximum service capacity	n/a	n/a

(d) *Parking space dimensions.* Parking stalls for automobiles shall meet the following standards.

1. All dimensions represent the minimum requirement for any required parking space and typical dimensions for spaces not designated as Accessible Parking Spaces. Dimensions shown in Table 16.5.220.b are in feet.

Table 16.5.220.b – Minimum Parking Space Dimensions Based on Parking Angle

Parking Angle (A)	Stall Width (B)	Stall Depth to Curb (C)	Aisle (typical) Width (D)	Curb Length (E)
45 degrees	9'	19.8'	13'	12.7'
160 degrees	9'	21'	18'	10.4'
90 degrees	9'	19'	23'	9'
0 degrees (parallel)	9'	9'	12'	22'

2. Compact spaces. Up to forty percent (40%) of required parking spaces may be reduced to eight (8) feet in width by sixteen (16) feet in depth to allow for compact vehicles, provided signage and a plan for management of the spaces are provided as part of the review process.

Sec. 16.5.230. Accessible parking requirements

The following accessible parking spaces shall be provided based upon the total number of parking spaces required, as determined in Table 16.5.220.a or through the review process.

Table 16.5.230. – Accessible Parking Requirements

Total Parking Spaces Required (per Table 16.5.220.a. above)	Minimum Number of Required Accessible Parking Spaces
1—25	1

25—50	2
51—75	3
76—100	4
101—150	5
151—200	6
201—300	7
301—400	8
401—500	9
501—1,000	2% of total
1,000 and over	20; plus 1 space for every 100 spaces over 1,000

(a) *Accessible parking design requirements.* For every eight (8) accessible parking spaces, there must be at least one (1) van-accessible space. In no event shall there be fewer than one (1) van-accessible spaces.

1. Accessible parking spaces shall be required for all retail, office, business, industrial and institutional uses and multi-family units, and similar uses.
2. Accessible parking spaces shall be designated with painted symbols and standard identification signs, as required by ADA requirements.
3. Accessible parking spaces shall be located as close as possible to the nearest accessible building entrance.
4. Accessible parking space dimensions. If these dimensions differ from the ADA Design Guidelines, the ADA Design Guidelines shall govern.
 - a. Parking spaces must be at least eight (8) feet in width by eighteen (18) feet in depth, with a five-foot-wide access aisle.
 - b. Van-accessible spaces must be at least eight (8) feet in width by eighteen (18) feet in depth, with an eight-foot-wide access aisle.
 - c. Accessible parking spaces that are parallel to an accessible pedestrian walkway may have the same dimensions as those for standard vehicles.

Sec. 16.5.240. Reserved

Division 3 - Lighting

Sec. 16.5.350. Lighting overview

- (a) *Intent.* The intent of this division is to:
1. Provide adequate light for safety and security;
 2. Promote efficient and cost-effective lighting to conserve energy;
 3. Reduce light pollution, light trespass, glare, and offensive light sources;
 4. Prevent inappropriate, poorly designed, or poorly installed outdoor lighting;
 5. Encourage quality lighting design that is functional, aesthetically pleasing, and complementary to the architectural style of buildings; and
 6. Require light fixture shielding, establish maximum uniformity ratios, and establish maximum light levels within and along property lines.

Sec. 16.5.355. Evaluation of exterior lighting

Exterior lighting shall be evaluated as part of the development review process to ensure that the functional and security needs of the project are met in a way that does not adversely affect adjacent properties or neighborhoods. The degree to which exterior night lighting affects a property owner or neighborhood will be examined considering the light source, level of illumination, hours of illumination and need for illumination in relation to the effects of the lighting on the adjacent property owners and the neighborhood. All development projects requiring a site plan or building permit application shall provide a photometric plan to illustrate conformance with this section.

- (a) *Lighting Plans Required.* A lighting plan shall be submitted with any site plan application or building permit application, whichever occurs first, in which outdoor lighting is proposed or required except for a single-family detached dwelling unit on an individual lot. The lighting plan shall meet all requirements specified in the Lighting Plan Requirements form as maintained by the Town Manager or their designee.
- (b) *Final Inspection and Certification.* Prior to a building permit final inspection or the issuance of a certificate of occupancy, the applicant shall provide certification that the outdoor lighting as installed complies with the approved illumination plan and the requirements of this section unless waived or amended by the Town Manager in writing. The certification shall be submitted in a format prescribed by the Town Manager. The certification affidavit shall be completed by the owner, applicant, or their designee acknowledging the on-site lighting was installed and will be maintained subject to the approved lighting plan.

Sec. 16.5.360. Design standards for exterior lighting

- (a) *LED Light Source Required.* Light-Emitting Diode (LED) Light sources shall be required for all site plan and building permit applications. Outdoor lighting shall be L.E.D “Dark Sky” compliant, per the International Dark Sky Association requirements for reducing light pollution and minimizing glare.

(b) *Use of High-Pressure Sodium Lamps.* Use of High-Pressure Sodium Lamps is prohibited.

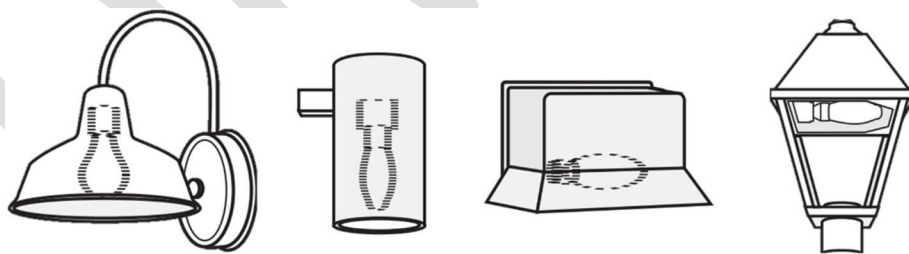
(c) *Architectural Lighting of Building Facades.* The lighting of a building facade for architectural, aesthetic, or decorative purposes is permitted subject to the following restrictions:

1. All upward aimed light shall be fully shielded, fully confined from projecting into the sky by eaves, roofs, or overhangs, and mounted as flush to a wall as possible.
2. Building facade lighting shall be fully shielded and mounted as flush to a wall as possible.
3. Building facade lighting shall not extend beyond the highest point of any structure.
4. Building facade lighting that is measurable at the ground level shall be included in the maximum allowable light levels.

(d) *Unshielded lighting.*

1. Unshielded lighting that emits greater than twenty (20) footcandles but less than twenty-five (25) footcandles at any given location on a site is permitted if the fixture is activated by a motion sensor for security purposes only. All security lighting shall be aimed and located in such a manner as to prevent glare and light trespass. The light shall only turn on when activated and shall turn off within five minutes of activation. Motion sensor activated lighting shall not be triggered by any movement or activity located off the property on which the light is located.
2. All lamps and bulbs located in residential zones shall be within a fully shielded fixture or must be within a light fixture where the bulb or lamp are obscured from view by a material that diffuses the light, (i.e., frosted or milk-colored materials), except as otherwise permitted in this section. See Figure 16.5.360.a of this section below.

Figure 16.5.360.a – Fully Shielded Light Fixture Examples



(e) *Signs.* All exterior signs shall be required to meet the standards for this section. In addition, all exterior signs are also subject to the requirements set forth in the sign code.

(f) *Standards for Lights Adjacent to Residential Zoning Districts, Residential Uses, or Public Rights of Way.* Any light fixture located within ten feet of a property line of a residential zoning district, an existing residential use, or within ten feet of a public right-of-way, except as permitted in this article of this section shall be:

1. Oriented away from the property line, residential zone, residential use, and/or

- right-of-way; and
 - 2. Shielded on the side closest to the property line, residential zone, residential use, or public right- of-way.
- (g) *Canopy and Awning Lighting.* Lighting fixtures mounted under canopies and awnings shall be aimed downward and installed such that the bottom of the light fixture or its lens, whichever is lower, is recessed or mounted flush with the bottom surface of the canopy. A full cutoff light fixture may project below the underside of a canopy. All light emitted by an under-canopy fixture shall be substantially confined to the ground surface directly beneath the perimeter of the canopy. No lighting, except that permitted by the sign ordinance, shall be permitted on the top or sides of a canopy.
- (h) *Flagpoles.* A flagpole meeting the requirements of the Land Use Code may be illuminated by one upward aimed fully shielded spotlight light fixture which shall not exceed three thousand five hundred lumens. The light fixture shall be placed as close to the base of the flagpole as reasonably possible.
- (i) *Strings of Lights.* No person shall use a string of lights on property with nonresidential uses except as approved by the Town Manager.
- 1. Strings of lights may only be used if they are approved by the Town Manager or as part of an outdoor lighting plan or landscape plan. The plan must comply with all standards of this Article. The purpose of such lighting is intended to create pleasing pedestrian spaces, such as outdoor dining or patio areas, utilizing low lighting levels.
 - 2. Strings of lights permitted under this subsection shall be displayed in compliance with the following standards:
 - a. The string of lights contains only low wattage bulbs that are approved by the Town;
 - b. The string of lights shall be located within a pedestrian way, plaza, patio, outdoor dining area, or the primary entry into a building;
 - c. The string of lights is not placed in any required landscape setback adjacent to a street; and
 - d. The string of lights shall be maintained and not obstruct pedestrian pathways or be detrimental to the health, safety, and welfare of the Town.
- (j) *Parking Lot Lights and Trees.* Parking lot light fixtures and poles shall be located such that trees located within the parking lot do not obscure the operation of the light fixture.
- (k) *Full Cutoff Fixtures.* Full cutoff fixtures shall be installed and maintained in a horizontal position as designed.
- (l) *Color Temperature.* All exterior lighting shall not exceed a correlated color temperature (CCT) of

three thousand five hundred degrees Kelvin (3,500K).

Sec. 16.5.365. Lighting levels

Maximum light levels at any point along a property line shall not exceed 0.1 footcandles within or adjacent to a residential zone or 0.2 footcandles within or adjacent to a nonresidential zone. Maximum light levels shall not exceed the thresholds established in **Table 16.5.365.** below.

Table 16.5.365. – Lighting Level Requirements by Zone District

Lighting Level Standards	Zone District	
	Rural Residential (RR) and Suburban Perimeter (SP)	Development Node (DN) and Town Core (TC)
Maximum Allowable Light Levels - Measured in Footcandles (fc)		
Building Entries	5.0 fc	5.0 fc
Parking Areas	3.0 fc	5.0 fc
Loading Areas	20.0 fc	20.0 fc
Pedestrian Walkways	1.0 fc	1.0 fc
Common Open Space Areas or Outdoor Storage Areas	2.0 fc	2.0 fc
Maximum Uniformity Ratio (Maximum to Minimum)	N/A	10:1
Maximum Lumen Rating (LM) for a Full Cutoff Luminaire Shielded from View of Adjacent Streets and Properties		
Building Entries and Stairways	1,800 LM	1,800 LM
Parking and Loading Areas	8,500 LM	14,000 LM 23,500 LM for a 35-foot pole, as permitted
Pedestrian Walkways	4,000 LM	8,500 LM
Common Open Space Areas	4,000 LM	8,500 LM
Maximum Rating – Partially Shielded Fixture	900 LM	1,250 LM
Maximum Rating – Unshielded Light Fixture	900 LM	900 LM
Controls	Motion sensors are required for all unshielded fixtures that emit greater than 20.0 fc at any given location on a site	- Except for use as security lighting, all building and site lighting shall be extinguished one (1) hour after close of business and remain off until one (1) hour before business resumes - Motion sensors required for all unshielded fixtures that emit greater than 20.0 fc at any given location on a site
Dimming	Lighting in all zone districts shall be equipped with dimming capabilities	
Maximum Allowable Pole Height (<i>includes Base, Pole, and Luminaire</i>)	16' max. 20' max. streetlights at residential entries allowed	25 feet max., unless a greater height not to exceed 35 feet is approved by the Town - Wall mount lighting shall not exceed the height of the building
Bollard Lighting	47" bollard-type lighting	32" - 47" bollard-type lighting

Sec. 16.5.370. Light style and prohibited lights

- (a) *Light style.* The style of lights shall be consistent with the style and character of architecture proposed on the site. Light fixtures that illuminate signage shall be compatible with the architecture of the building on which they are placed.
- (b) *Prohibited light types.* No person shall install any of the following types of outdoor lighting fixtures:
 - 1. Mercury vapor lamps;
 - 2. Blinking, flashing, moving, revolving, flickering, changing intensity, and chase lighting, except lighting for temporary seasonal displays, lighting for public safety or required for air traffic safety;
 - 3. Any light fixture that may be confused with or construed as a traffic control device;
 - 4. Any upward oriented lighting except as otherwise provided for in this article;
 - 5. Searchlights, beacons, and laser source light fixtures;
 - 6. Exposed linear lamps that include, without limitation, Light Emitting Diode (L.E.D.), and fluorescent lighting, primarily intended as an architectural highlight to attract attention or used as a means of identification or advertisement except as permitted by sign criteria of the land use code;
 - 7. Any lamp or bulb, except for seasonal displays and landscape ornamental lighting, which is visible beyond the property line on which it is located; and
 - 8. Any lamp or bulb with a correlated color temperature (CCT) that exceeds three thousand five hundred degrees Kelvin (3,500K) unless otherwise stated by this article.

Sec. 16.5.375. Exemptions

The standards of this section shall not apply to the following types of exterior lighting:

- (a) *Ornamental Lighting.* Low voltage (twelve volts or less), low wattage ornamental landscape lighting fixtures, and solar operated light fixtures having self-contained rechargeable batteries.
- (b) *Strings of Light.* Strings of lights located on properties in all residential zoning districts or on properties that are used exclusively for residential uses shall be exempt from the requirements of this chapter.
- (c) *Aviation Lighting.* Lighting used exclusively for aviation purposes. All heliport lighting, except lighting associated with emergency facilities, shall be turned off when the heliport is not in use.
- (d) *Right-of-Way Lighting.* Public lighting that is located within the right-of-way.
- (e) *Seasonal Lighting Displays.* Lighting commonly associated with outdoor displays celebrating holidays and seasons.

- (f) Because of their limited hours of operation and unique requirements for nighttime visibility, ball diamonds, playing fields, tennis courts and other similar outdoor recreational uses, both public and private, shall be exempt from the general provisions of this Article unless otherwise restricted by the Town. However, exterior lighting for such uses shall be extinguished no later than 11:00 p.m.

Sec. 16.5.380. Resources

Recommended references include the Illuminating Engineering Society of North America publications RP-8-00, RP- 20-98 and RP-33-99, and as may be amended from time to time.

Sec. 16.5.385. Reserved

Division 4 – Signage

Sec. 16.5.410. Overview

- (a) *Intent.* The regulations in this section are intended to coordinate the use, placement, physical dimensions and design of all signs within the Town.

Sec. 16.5.415. Sign permit requirements

To ensure compliance with the regulations of this section, a sign permit shall be required in order to erect, move, alter, reconstruct or repair any permanent or temporary sign, except signs that are exempt from permits in compliance with the following Paragraph (e)(5). A sign permit shall be required for those temporary signs specified in Paragraph (e)(6) of this section. In multiple-tenant buildings, a separate permit shall be required for each business entity's sign. Separate building and electrical permits may be required for signs and will be determined on a case-by-case basis. Changing or replacing the copy on an existing lawful sign shall not require a permit, provided that the copy change does not change the nature of the sign or render the sign in violation of this section.

- (a) *Sign permit application requirements.* Applications for sign permits shall be made in writing. Fees shall be in accordance with the Town's fee schedule available upon request from Town Staff.
- (b) *Application requirements for temporary signs.* Applications for temporary sign permits shall be made in writing. Fees shall be in accordance with the Town's fee schedule available upon request from Town Staff.
- (c) *Town Staff review and approval.* When the Town Staff has determined the application to be complete, the Town Staff shall review the sign permit in accordance with the established review criteria and shall have the authority to approve, approve with conditions or deny the sign permit. Upon the Town Staff's approval of the sign permit, the sign permit and any building or electrical permits required for the sign shall be issued to the applicant.
- (a) Review criteria:
1. The sign meets the requirements of this section.
 2. The sign conforms to the requirements of the adopted building and electrical Codes.
 3. The sign does not interfere with pedestrian or vehicular safety.
 4. The sign does not detract from the character of an architecturally significant or historic structure.
 5. The sign is not located in a place that has a negative impact on adjacent property.
 6. The sign does not detract from the pedestrian quality of the street or area.

7. The sign does not add to an over-proliferation of signs on a particular property or area.

(d) *Appeal of sign permit denial or approval with conditions.* Any appeal of the Town Staff's denial of a sign permit or approval with conditions shall be made to the BOA as provided in this Code.

(e) *Waivers.* Any request for an increase in the maximum allowable area for a sign or for signs not expressly permitted in these regulations requires approval by the Town Council as part of a use by special review.

(f) *Enforcement.*

1. Discontinued establishments; removal of signs. Whenever a business, industry, service or other use is discontinued, the sign pertaining to the use shall be removed or obscured by the person or entity owning or having possession over the property on which the sign is located within ninety (90) days after the discontinuance of such use.
2. Illegal signs.
 - a. Penalties. Illegal signs shall be subject to the enforcement provisions of this article.
 - b. Removal of illegal signs in the public right-of-way. The Town may cause the removal of any sign within the public right-of-way or on property that is otherwise abandoned that is not in compliance with the requirements of this article.
 - c. Storage of removed signs. Signs removed in compliance with this section shall be stored by the Town for thirty (30) days, during which they may be recovered by the owner only upon payment to the Town for costs of removal and storage. If not recovered within the thirty (30)-day period, the sign and supporting structure shall be declared abandoned and title shall vest with the Town. The costs of removal and storage (up to thirty [30] days) may be billed to the owner. If not paid, the applicable costs may be imposed as a tax lien against the property.
 - d. If any person or entity erects any temporary sign for which a temporary sign permit is required without receiving a permit, the person or entity shall be ineligible to receive a temporary sign permit for the remainder of the calendar year.

Sec. 16.5.420. Exempt signs

The following types of signs are exempt from permit requirements of this section and may be placed in any land use district. All such exempt signs, except government signs, shall be located outside a public right-of-way. Exempt signs shall not interfere with traffic signs or the sight distance triangle at intersections. Evidence of the owner's permission to install a sign shall be required upon request by the Town.

- (a) *Nonvisible.* Signs that are not visible beyond the boundaries of the lot or parcel upon which they are located and/or from any public thoroughfare or right-of-way, except that such signs shall be subject to the safety regulations of the building Code and electrical Code adopted by the Town
- (b) *Address.* Nonilluminated signs, not to exceed two (2) square feet in area, that identify the address and/or occupants of a dwelling unit or of an establishment
- (c) *Building identification, historical markers.* Nonilluminated signs constructed of metal or masonry that are permanently affixed to buildings or structures for the purpose of identifying the name of a building, date of erection or other historical information as approved by the Town Staff
- (d) *Bulletin Board.* Bulletin Board signs not exceeding fifteen (15) square feet in gross surface area, accessory to a church, school or public or nonprofit institution
- (e) *Construction.* Temporary construction signs, provided that:
 - 1. Signs in conjunction with any residential use shall not exceed eight (8) square feet each.
 - 2. Signs in conjunction with all other uses shall have a maximum area of sixteen (16) square feet each.
 - 3. Only one (1) such sign oriented per street front per premises shall be erected. Any two (2) such signs located on the same premises shall be located at least one hundred (100) feet apart as measured by using a straight line.
 - 4. Such signs shall not be illuminated.
Such signs shall only appear at the construction site.
 - 5. Such signs shall be removed within the earliest seven (7) days after completion of the project or one (1) year of installation.
- (f) *Courtesy.* Nonilluminated or indirectly illuminated signs that identify, as a courtesy to customers, items such as credit cards accepted, redemption stamps offered, menus or prices are limited to one (1) such sign for each use, not to exceed four (4) square feet per face or eight (8) square feet in total aggregate area for all such signs. Such signs may be attached to the building as projecting or wall signs, affixed to a door or window, suspended from a canopy or included as an integral part of a freestanding sign.
- (g) *Decorations (holiday).* Temporary decorations or displays, when such are clearly incidental to and customarily and commonly associated with any national, state, local or religious holiday or celebration shall be displayed for not more than sixty (60) days in any one (1) year and may be of any type, number, area, height, location, illumination or animation.
- (h) *Directional.* On-premises directional and instructional signs not exceeding six (6) square feet in area apiece.
- (i) *Doors.* Signs affixed to door glass that identify the name and/or address of an establishment.

- (j) *Farm products.* Seasonal farm product signs.
- (k) *Flags.* Flags, crests or banners of nations, organizations of nations, states and cities, or professional, fraternal, religious or civic organizations, except when displayed in connection with commercial promotion.
- (l) *Garage, estate or yard sale or farm auction.* Signs that advertise a private garage or yard sale on the lot where the sign is located shall be displayed no more than twice per year per dwelling unit for a period not to exceed three (3) days.
- (m) *Memorial.* Memorial signs, plaques or grave markers that are noncommercial in nature.
- (n) *Notice Boards.* Notice Boards for public or religious institutions.
- (o) *Oil and gas operation.* Identification signs for any oil and gas operation.
- (p) *Political.* Political signs displayed on private property.
- (q) *Special events.* Temporary special event signs and banners for religious, charitable, civic, fraternal or similar nonprofit or not-for-profit organizations, or private noncommercial special events, provided that:
- (r) Text or copy changes on conforming or legal nonconforming signs are specifically designed to permit changes of the text or copy provided that no structural changes are made to the sign and that the name of the business to which the sign belongs is not changed on the sign.

Sec. 16.5.420. Temporary signs

Such signs shall otherwise be in conformance with all applicable requirements contained in this section. All such temporary signs, except government signs, shall be located outside a public right-of-way. Temporary signs shall not interfere with traffic signs or the sight distance triangle at intersections. Evidence of the owner's permission to install a sign shall be required upon request by the Town. Temporary signs shall be allowed only with a valid permit and upon proof of compliance with this Section. Temporary signs include but are not limited to:

- (a) Banners used to decorate or attract attention to a business establishment, H-Frame (freestanding) real estate-type signs and any other signs not of a permanent nature advertising special events, provided that:
 - 1. The business is licensed and has received approval for a temporary sign from the Town.
 - 2. The signs are displayed in conjunction with a grand opening celebration for a period not to exceed thirty (30) days and renewable up to an additional maximum period of thirty (30) days.

3. The signs are displayed in conjunction with a special sale for a period not to exceed thirty (30) days.
4. The signs are displayed no more than two (2) times per calendar year per establishment. Each business or property owner shall be limited to one (1) temporary sign of any of the following types per business or property. In cases involving multiple tenants on a single property, each tenant shall be allowed one (1) temporary sign.

(b) Banner-type signs:

1. The banner shall be securely attached to the wall of the establishment, freestanding signs or light poles on private property, except as provided for in Paragraph (16).
2. The maximum height of each sign shall not exceed three (3) feet, and the width shall not exceed eight (8) feet.
3. The sign shall be made of high-quality material.

(c) Freestanding signs that advertise special events, not including those signs advertising the sale or lease of the property:

1. Shall be limited to a maximum of twelve (12) square feet per side and a maximum height of four (4) feet
2. Shall be constructed of high-quality materials

(d) Development signs:

1. A freestanding sign, not exceeding sixteen (16) square feet in area and six (6) feet in height, may be permitted on the site of a new housing or commercial project following approval of a development plan. Temporary development signs shall be limited to a maximum of three (3) years' duration, upon acceptance of improvements by the Town or when all building permits have been issued, whichever occurs first.
2. Any freestanding directional subdivision sign not located at the site of the new housing development shall be out of the Town right-of-way and on private property. Signs shall be ninety-six (96) square feet or less and under twelve (12) feet in height. Any freestanding directional subdivision signage exceeding sixteen (16) square feet and six (6) feet in height shall only be permitted on properties of five (5) acres or more and spaced at intervals of a minimum of four hundred (400) linear feet of road frontage.
3. Permits may be granted for one (1) year and may, at the discretion of the Town Manager, be renewable annually for up to three (3) years.
4. All such temporary signs shall be removed within seven (7) days after the real estate closing or lease transaction.
5. No sign allowed under this subparagraph shall be illuminated.

Sec. 16.5.425. Prohibited signs

- (a) Flashing, rotating, blinking or moving signs, animated signs, signs with moving, rotating or flashing lights or signs that create the illusion of movement, except for time-and-temperature devices.
- (b) Any sign that is erected in such a location as to cause visual obstruction or interference with motor vehicle traffic or traffic-control devices, including any sign that obstructs clear vision in any direction from any street intersection or driveway.
- (c) Neon, distracting colors, mechanical or electrical appurtenances, such as "revolving beacons," that are designed to compel attention.
- (d) Pole-mounted signs.
- (e) Roof signs.
- (f) Off-premise advertising signs or any other sign not pertinent and incidental to the permitted use on the property where located, except for temporary subdivision directional signs and political signs and except for signs permitted in Paragraph (16).
- (g) Any sign located in such a way as to intentionally deny visual access to an existing sign.
- (h) Vehicle-mounted signs, including but not limited to signs painted on or attached to semi-trailers or cargo containers, when exhibited on private property adjacent to the public right-of-way for the purpose of advertising the business or services offered on the property. Vehicle-mounted signs used in connection with a special event are exempted from the requirements of this section during the duration of the special event only. Upon the conclusion of the special event, such signs must be dismantled. For the purposes of this subparagraph, the term *special event* shall mean a parade, circus, fair, carnival, festival, farmers' market or other similar event that is different in character from the customary or usual activities generally associated with the property on which the special event is to occur.
- (i) Portable signs or signs not permanently affixed or attached to the ground or to any structure, except for real estate signs attached to posts driven into the ground, window signs and temporary barriers.
- (j) Rotating signs.
- (k) Searchlights.
- (l) Inflatable freestanding signs or tethered balloons.

(m) Fabric signs, flags, pennants or banners when used for commercial advertising purposes, except as permitted in **this Division**.

(n) Any sign or sign structure that:

1. Is structurally unsafe.
2. Constitutes a hazard to safety or health by reason of inadequate maintenance or dilapidation.
3. Is not kept in good repair.
4. Is capable of causing electrical shocks to persons likely to come in contact with it.

Sec. 16.5.430. Sign calculations

Areas calculated shall be measured using standard mathematical formulas. Unless specifically stated, calculations shall be based on sign surface area.

(a) Sign surface area. The sign surface area consists of the entire area within a continuous perimeter enclosing the extreme limits of a sign display.

1. Sign face. The sign face consists of the area or display surface, including any frame or border used for the message, which includes but is not limited to writing, representation, emblem or any figure of similar character.
2. Double-faced (back-to-back) signs. The area calculation of double-faced signs shall be regarded as a single sign only if mounted on a single structure and if the distance between each sign face does not exceed two (2) feet at any point.
3. Wall signs. If a sign is attached to a wall, only that portion of the wall onto which the sign face or letters are placed shall be calculated in the sign area.

(b) Sign height. The height of a sign shall be measured from the highest point of a sign to the ground surface beneath it. When berms are used in conjunction with signage, the height of the sign shall be measured from the mean elevation of the fronting street.

(c) Proportionate size and scale. The scale of signs shall be appropriate for the building on which they are placed and the area in which they are located. Building signs shall be harmonious in scale and proportion with the building facade to which they are mounted.

Sec. 16.5.435. Sign design standards

(a) *Sign location and placement.*

1. Signs shall neither visually overpower nor obscure architectural features.
2. Integrate signs with the building and landscaping. Signs shall be carefully coordinated with the architectural design, overall color scheme and landscaping of the area.

3. Unified sign band. Whenever possible, signs located on buildings with the same block face shall be placed at the same height in order to create a unified sign band. Wall signs shall be located at the first-floor level only for retail and other commercial uses.
 4. Monument signs should be located in a Planter setting within a landscaped area at the primary entries to residential, commercial and industrial developments to provide an overall project identity. A maximum of one (1) monument sign per entry is permitted.
 5. Pedestrian-oriented signs are encouraged. It is desirable to include a pedestrian-oriented sign as one (1) of the permitted signs for a business.
 6. Road right-of-way. No sign shall be erected within the public right-of-way.
- (b) *Sign illumination.* Sign illumination shall complement, not overpower, the overall composition of the site.
1. Signs must be lighted downward with fully shielded luminaries wherein only the face of the sign is illuminated. Signs shall be lighted only to the minimum level for nighttime readability.
 2. Outdoor internally illuminated advertising signs must either be constructed with an opaque background and translucent text and symbols or with a colored background and generally lighter text and symbols.
 3. Neon tubing is an acceptable method of sign illumination for window signs in commercial districts.
- (c) *Insurance on signs.* Owners of projecting signs extending over a public right-of-way shall be required to maintain public liability insurance in an amount to be determined appropriate by the Town, in which the Town is named as an additional insured. Satisfactory proof of such insurance must be provided to the Town upon request.
- (d) *Maintenance of signs.*
1. The owner of a sign and the owner of the premises on which such sign is located shall be jointly and severally liable to maintain such sign, including any illumination sources, in neat and orderly condition and in a good working order at all times and to prevent the development of any rust, corrosion, rotting or other deterioration in the physical appearance or safety of such sign. The sign must also comply with all building and electrical Codes.
 2. The owner of any sign regulated by this section shall be required to keep signs and supporting hardware, including temporary signs and time-and-temperature signs, structurally safe, clean and free of visible defects and functioning properly at all times. Repairs to signs shall be equal to or better in quality of materials and design than the original sign.
 3. All signs and all components thereof, including sign structures and sign faces, shall be kept neatly painted, in a good state of repair and in compliance with all building and electrical Codes. The Town may inspect any sign governed by this section and shall have the authority to order the painting, repair, alteration or removal of a sign that

constitutes a hazard to safety, health or public welfare by reason of inadequate maintenance, dilapidation or obsolescence.

(e) *Standards for specific sign types.*

Table 16.5.435.a – Residential District Sign Standards

Residential District Signs				
<i>Type of sign</i>	<i>Number of Signs</i>	<i>Maximum Surface Area (sq. ft.)</i>	<i>Maximum Height of Freestanding Signs</i>	<i>Comments</i>
Identification sign (freestanding or wall sign)	1 per duplex	8	4 feet	Wall signs may be no higher than the eave line of the principal building.
	1 per multi-family or triplex	16	6 feet	Wall signs may be no higher than the eave line of the principal building.
	1 per public or quasi-public use	20	8 feet	Wall signs may be no higher than the eave line of the principal building.
	1 per subdivision entrance (development monument sign)	150	6 feet (may vary depending on square footage)	Direct illumination only; when placed on subdivision entry features, only the sign face shall be used to calculate the area.
Bed and breakfast	1 per street frontage	4		May be lighted, name and address of facility only.
Childcare center	1	6	5 feet	Unlit.
Commercial uses (legal nonconforming only)	1 per tenant space	1 for each linear foot of building frontage; 24 maximum	6 feet	Direct light source only; may not be illuminated between 11:00 p.m. and 6:00 a.m. if within 500 feet of existing residential.
Home-based business	1	2	4 feet	Unlit.

Table 16.5.435.b – Business and Commercial Sign Standards

Business and Commercial District Signs				
<i>Type of Sign</i>	<i>Number of Signs</i>	<i>Maximum Surface Area (sq. ft.)</i>	<i>Maximum Height of Freestanding Signs</i>	<i>Comments</i>
Identification sign (freestanding, wall, window, awning, canopy, projecting)	Development (project) entry freestanding monument sign: 1 per major street entrance	45 per face additional surface area subject to Town Council approval	6 feet	Commercial/industrial campus-type development containing more than 2 lots and more than 5 acres; all others subject to Town Council approval.
	Shopping center development >50,000 sq. ft. gross leasable space identification sign: 1 per major street frontage	64 per face additional surface area subject to Town Council approval	6 feet	Signs are required to accommodate space for a minimum of 3 secondary/minor tenants in addition to primary major tenants.
	Major tenant freestanding sign: 1 per building	48	Lesser of 6 feet or 25% of building height	Includes individual single-use minor tenant buildings and multiple-tenant buildings that are freestanding on their own lot.
	Minor tenant (single use & own lot): 1 freestanding sign to accommodate all tenants (see comment)	1 for each linear foot of building frontage; 24 maximum	Lesser of 5 feet or 25% of building height	Includes individual single-use minor tenant buildings and multiple-tenant buildings that are freestanding on their own lot.
	Wall sign: 1 per individual tenant		n/a	The sum of all wall signs on a given wall shall not exceed 5% of the wall area; H = first-floor level only (Subparagraph 16.9.30(e)(12)c).
	Canopy or awning sign: 1 per		Minimum 8 feet above finished grade	Allowed in place of wall sign.

	individual tenant building frontage			
	Window sign: 1 per business	25% of window or door area upon which it is applied	6 feet	May be placed on the window or door but not both; cannot exceed 25% of the total allowable sign area for the premises.
	Information signs	5	6 feet	Permitted at rear and loading door entrance.
Temperature				Part of sign structure must be included in allowable sign area.
Standard brand name	Varies		6 feet	Not more than 20% of the total allowable sign area.
Temporary signs	Section 16.5.420.			

Table 16.5.435.c. – Town Core District Sign Standards

Business and Commercial District Signs in Town Core				
Type of Sign	Number of Signs	Maximum Surface Area (sq. ft.)	Maximum Height of Freestanding Signs	Comments
Identification sign (freestanding, wall, window, awning, canopy, projecting)	Wall sign or projecting wall sign: 1 per individual tenant building frontage	1 sq. ft. for the first 100 linear feet of building frontage plus 1 sq. ft. for each additional 2 linear feet of building frontage, up to 32 sq. ft. maximum.	n/a	The sum of all wall signs on a given wall shall not exceed 5% of the wall area; cannot be 25 feet above grade level or higher than the eave line of the principal building; first-floor level only for retail uses.
	Canopy or awning sign: 1 per individual building tenant	10 if main business sign; 4 if auxiliary business sign	Minimum 8 feet above finished grade	May not be in addition to a wall sign; auxiliary on valance only.

	Window sign: 1 per business	25% of window or door area upon which it is applied	n/a	May be placed on the window or door but not both; cannot exceed 25% of the total allowable sign area for the premises.
	Information signs	5	6 feet	Permitted at rear and loading door entrance.
Time and/or temperature	1	10	6 feet	Identification or advertising that is part of the sign structure must be included in an allowable sign area.
Standard brand name	Varies		6 feet	Not more than 20% of the total allowable sign area.
Temporary signs	Section 16.5.420.			

Table 16.5.435.d. – Industrial District Sign Standards

Industrial District Signs				
Type of Sign	Number of Signs	Maximum Surface Area (sq. ft.)	Maximum Height of Freestanding Signs	Comments
Identification sign (freestanding, wall)	1 project monument sign per entrance	1 sq. ft. per foot of frontage up to 64 per face surface area greater than face subject to Town Council approval	6 feet	No pole signs are permitted; commercial/industrial campus-type development containing more than 2 lots and more than 8 acres
	Major tenant monument sign: 1 per building	48	6 feet	Gross leasable space more than 5,000 sq. ft.

	Window sign: 1 per individual tenant building frontage	16	n/a	May not exceed 1 per tenant or 1 per entry; must be flush-mounted; cannot be 25 feet above grade level or higher than the eave line of the principal building
	Information signs	5	6 feet	Permitted at rear and loading door entrance
Temporary signs	Section 16.5.420.			