



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, June 10, 2025, at 5:00 PM

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 - Public Comment Policy

- Discussion
- Staff Presentation: Nicholas Wharton, Town Manager

2. Pg. 7 - November Ballot Questions

- Discussion
- Staff Presentation: Nicholas Wharton, Town Manager

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

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. 21 - Use by Special Review for a Home-Based Business - USR2025-02
Jack Russell Grooming**

b. Pg. 44 - Town Council Minutes, May 13, 2025

c. Pg. 48 - April 2025 Payables

d. Pg. 53 - April 2025 Financials

5. Approval of Agenda

6. Public Comment

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

7. Council Member Comments

8. 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. 114 - Planning Commission Member Appointments

- Legislative
- Staff Presentation: Nicholas Wharton, Town Manager

2. Pg. 148 - Tree Board Member Appointments

- Legislative
- Staff Presentation: Nicholas Wharton, Town Manager

3. Pg. 149 - Resolution 2025-18R - A Resolution of the Town Council of the Town of Severance, Colorado, finding substantial compliance of an annexation petition, initiating annexation proceedings, and setting a public hearing on the petition in accordance with the Municipal Annexation Act of 1965 for property known as Cordero Subdivision Annexation No. 1-3

- Legislative
- Staff Presentation: Shani Porter, Planning Director

4. Pg. 166 - Resolution 2025-19R: A Resolution of the Town Council of the Town of Severance, Colorado, authorizing the acquisition of easements and a right-of-way from DEVCO Investors, LLC, and approving related agreements for public infrastructure improvements on Tract B, Tailholt Subdivision Fourth Filing.

- Legislative
- Staff Presentation: Chris Messersmith, Town Engineer

5. Pg. 206 - Resolution 2025-20R: approving the Intergovernmental Agreement between the Town of Severance and Weld County, regarding the use of the Weld County Oil and Gas Energy Department.

- Legislative
- Staff Presentation: Shani Porter, Planning Director

6. Pg. 214 - Resolution 2025-21R: Amended 2025 Fee Schedule

- Legislative
- Staff Presentation: Efrain Lemus, Finance Director

7. Pg. 227 - Ordinance 2025-10: Light Nuisance

- Legislative
- Staff Presentation: Nicholas Wharton, Town Manager

8. Pg. 231 - Ordinance 2025-11: Business License

- Legislative
- Staff Presentation: Nicholas Wharton, Town Manager

D. COUNCIL MEMBER PETITIONS

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

E. 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 concerning a Water Rights and Delivery Agreement.

2. Adjourn into Executive Session pursuant to C.R.S. 24-6-402(4)(f)(I) to discuss personnel matters pertaining to the Town Manager's performance review.

F. ADJOURN

Town Council MEETING

Tuesday, June 10, 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 - Public Comment Policy	Nicholas Wharton, Town Manager	Nicholas J. Wharton
ACTION REQUESTED		
Town Management asks that the Town Council discuss the public comment policy and code of conduct for Council Chambers and public meetings, and direct any further actions they deem necessary.		<u>Discussion</u>
BRIEF SUMMARY		
This was a discussion item at the last council retreat, and Town Management was directed to bring back a template to start discussing creating a public comment policy.		
PUBLIC SUPPORT/CONCERN		
None at this time.		
ANALYSIS AND RECOMMENDATION		
Town Management asks that the Town Council discuss the public comment policy and code of conduct for Council Chambers and public meetings and direct any further actions they deem necessary.		
MATERIALS SUBMITTED		
The following materials were submitted and included in this packet: 1. Town of Severance Public Comment Policy		

Town of Severance Public Comment Policy & Code of Conduct for Council Chambers and Public Meetings

I. This Public Comment Policy & Code of Conduct establishes guidelines for public participation in Town Council meetings and other official public meetings held in the Town of Severance. These rules promote respectful, productive, and orderly engagement while ensuring everyone can be heard.

This policy is intended to foster a transparent, efficient, and respectful environment for all who participate in the town of Severance's public decision-making process.

II. Public Comment Policy

1. General Guidelines

- Public comment is permitted during designated times listed on the meeting agenda.
- Each speaker must sign in before the start of the meeting, providing their name, address, and the topic they wish to address.
- Public comments must be addressed to the Council, not individual members, staff, or audience members.
- Speakers may not yield their time to others.

2. Time Limits

- Each speaker will be allotted up to **three (3) minutes** to speak.
- Groups with a shared viewpoint are encouraged to designate a single representative to speak on behalf of the group.
- The Mayor or presiding officer may extend or reduce time limits if necessary for fairness and efficiency.

3. Topics and Scope

- Comments must be relevant to Town business or agenda items.
- Personal attacks, inflammatory, threatening language, are not permitted.
- Repetitive comments previously addressed in the same meeting may be ruled out of order by the Mayor or presiding officer.

4. Decorum and Enforcement

- Disruptive behavior such as shouting, interruptions, or engaging in personal attacks will not be tolerated.

- Individuals who fail to comply with these rules after a warning may be asked to leave the meeting.
 - Law enforcement may be called upon, if necessary, to maintain order.
-

III. Code of Conduct for Council Chambers & Public Meetings

1. General Expectations

- All attendees must maintain decorum and respect throughout the meeting.
- Attendees should silence all electronic devices before the meeting begins.
- No signage, banners, or other materials obstructing the view of others or creating a safety hazard or blockage for the flow of traffic are not permitted.

2. Public Participation

- Attendees may only speak during designated public comment periods unless specifically called upon by the Mayor or presiding officer.
- Applause, booing, or other disruptive reactions are prohibited.

3. Council Member Conduct

- Council members shall conduct themselves professionally and respectfully toward each other, staff, and the public.
- Council members shall not engage in side discussions or use electronic devices for non-meeting purposes during proceedings.

4. Media and Recording

- Members of the media and the public may record meetings as long as such activities do not disrupt proceedings.
- Interviews and discussions must take place outside the Council Chambers.

5. Enforcement and Removal

- The Mayor or presiding officer can enforce this Code of Conduct.
 - Individuals who violate these rules may receive a warning or be asked to leave.
 - In continued disruption, law enforcement may be called to remove individuals from the premises.
-

IV. Amendments and Review The town council shall review this policy annually or as necessary to ensure it remains effective and aligned with best public governance practices.

Adopted on: June ____, 2025.



AGENDA ITEM SUMMARY

AGENDA ITEM	SUBMITTED BY	PRESENTED BY
Pg. 7 - November Ballot Questions	Nicholas Wharton, Town Manager	Nicholas J. Wharton
ACTION REQUESTED		
Town Management asks that the Town Council discuss the November 2025 ballot items for the Town of Severance and direct any further actions they deem necessary.		<u>Discussion</u>
BRIEF SUMMARY		
Town Management and the Interim Town Attorney are presenting information on the ballot items Town Council expressed interest in for the 2025 Election.		
PUBLIC SUPPORT/CONCERN		
None at this time.		
ANALYSIS AND RECOMMENDATION		
Town Management asks that the Town Council discuss the November 2025 ballot items for the Town of Severance and direct any further actions they deem necessary.		
MATERIALS SUBMITTED		
The following materials were submitted and included in this packet: 1. Lodging Tax Ordinance 2. Sample 1% SUT Increase Ballot Question - Transportation Projects 3. Severance - Lodging Taxes 4. Severance - Recreational Taxes		

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

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF SEVERANCE,
COLORADO, CALLING AN ELECTION ON NOVEMBER 4, 2025, AND SUBMITTING
TO THE VOTERS A BALLOT ISSUE TO AUTHORIZE A THREE-PERCENT (3%)
LODGING TAX ON THE PURCHASE OF LODGING SERVICES WITHIN THE
TOWN, AND TO APPROVE THE BALLOT TITLE AND TEXT OF THE BALLOT
ISSUE TO BE SUBMITTED AT SUCH ELECTION**

WHEREAS, the Town of Severance, Colorado (the “Town”), is a home-rule municipality duly organized and existing under the Constitution of the State of Colorado and the Home Rule Charter of the Town; and

WHEREAS, the Town Council of the Town of Severance (the “Town Council”) desires to submit to the voters a proposed lodging tax on the purchase of lodging services provided within the Town; and

WHEREAS, the proposed tax would apply to the purchase price paid for temporary lodging accommodations within the Town, including hotels, motels, short-term rentals, bed and breakfasts, and similar lodging services, whether provided directly or through online platforms; and

WHEREAS, lodging taxes are a commonly used revenue tool across Colorado municipalities and enable visitors to contribute to the cost of maintaining and improving services they utilize while visiting the community; and

WHEREAS, the Town Council finds that the revenues generated from a lodging tax would benefit the residents of the Town by providing funding for tourism promotion, public infrastructure maintenance and improvement, public safety and emergency response services, and housing and childcare initiatives supporting the local workforce; and

WHEREAS, the Colorado Supreme Court has affirmed the authority of municipalities to apply lodging taxes to fees charged by marketplace facilitators and online travel companies, provided the tax base is properly defined in the ordinance; and

WHEREAS, the Town Council finds it in the best interest of the Town to place the question of a lodging tax before the registered electors of the Town at the regular election on November 4, 2025, to authorize the imposition of a 3% lodging tax upon the purchase of lodging services; and

WHEREAS, Article X, Section 20, of the Constitution of the State of Colorado requires that the Town refer the question of the enactment of a use tax as set forth herein to the vote of the registered electors of the Town.

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

Section 1. Upon adoption of this ordinance by the Town Council of the Town of Severance, the ordinance shall be submitted to a vote of the Town's registered electors at the coordinated election to be held on November 4, 2025 (the "Election Date"), in accordance with Article X, Section 20 of the Colorado Constitution; Article 2 of Title 29, C.R.S.; Article 10 of Title 31, C.R.S.; and all other applicable provisions of law. Pursuant to Section 2.01 of the Town of Severance Home Rule Charter and Section 2-1-10 of the Severance Municipal Code, the election shall be conducted as a coordinated election in compliance with the "Uniform Election Code of 1992", Articles 1 to 13 of Title 1, C.R.S.

At said election, the ballot issue shall state the substance of the issue to be voted on and shall constitute the ballot title, designation, and submission clause in the following form:

LODGING TAX ON OVERNIGHT ACCOMMODATIONS

SHALL THE TOWN OF SEVERANCE'S TAXES BE INCREASED BY \$ _____ ANNUALLY IN THE FIRST FULL FISCAL YEAR (AND BY WHATEVER ADDITIONAL AMOUNTS ARE RAISED ANNUALLY THEREAFTER), THROUGH THE IMPOSITION OF A NEW THREE PERCENT (3.0%) LODGING TAX ON THE PURCHASE PRICE PAID FOR LODGING SERVICES PROVIDED WITHIN THE TOWN, INCLUDING TEMPORARY OCCUPANCY IN ANY HOTEL, MOTEL, SHORT-TERM RENTAL, BED AND BREAKFAST, OR SIMILAR ACCOMMODATION, INCLUDING WHEN FACILITATED THROUGH ONLINE MARKETPLACES; AND SHALL ALL REVENUES DERIVED FROM SUCH TAX BE USED FOR PURPOSES INCLUDING BUT NOT LIMITED TO PUBLIC SAFETY, INFRASTRUCTURE MAINTENANCE, WORKFORCE HOUSING, CHILDCARE SERVICES, AND TOURISM PROMOTION; AND SHALL THE TOWN BE AUTHORIZED TO COLLECT, RETAIN, AND SPEND ALL SUCH REVENUE AS A VOTER-APPROVED REVENUE CHANGE WITHOUT REGARD TO ANY SPENDING, REVENUE, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW?

YES _____ NO _____

Section 2. Upon approval of the above ballot issue by a majority of the registered electors voting thereon, the Town Council shall adopt an implementing ordinance consistent with the provisions of the above ballot measure.

Section 3. Upon approval of the above ballot issue by a majority of the registered electors voting thereon, the funds generated by the new lodging tax will be appropriated as determined by the Town Council of the Town of Severance in its sole discretion, in accordance with the provisions of this ordinance and any subsequent implementing ordinance, and nothing contained

herein shall be construed as creating a claim by any individual, group, or entity for receipt of such funds.

Section 4. Pursuant to the Uniform Election Code of Colorado Revised Statutes, the election of November 4, 2025, shall be conducted as a coordinated election and the Election Official is hereby authorized and directed to take all such actions as are necessary or desirable thereunder to effectuate the election as a coordinated election.

Section 5. The Town Council appoints Sarah Jacobsen, Town Clerk, as the designated election official (the “Election Official”) for purposes of the election. The Election Official shall have all the rights and obligations prescribed under statutes for such an Election Official in the conduct of a coordinated election and shall act as primary liaison between Weld County Clerk and the Town with respect to the election as provided in the Intergovernmental Agreement.

Section 6. The Town Council authorizes the Town Clerk, to enter into and carry out the terms of an Intergovernmental Agreement (the “Intergovernmental Agreement”) with the Weld County Clerk as required by state statute, describing the allocation of responsibility among the County Clerk, the Town, and the other political subdivisions in the County for the preparation and the conduct of the election and the provision for reasonable sharing of the cost of the election among the County, the Town, and the other participating political subdivisions.

Section 7. The Town hereby adopts the provisions of Section 1-11-203.5, Colorado Revised Statutes, as the exclusive procedure for protesting or contesting the content of the ballot title and text set forth above. For purposes of Section 1-11-203.5, Colorado Revised Statutes, the ballot title for the question set forth in Section 1 above is hereby determined to be the text of the question itself.

Section 8. If any article, section, paragraph, sentence, clause or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this resolution. The Town Council hereby declares that it would have passed this ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 9. 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 10. This ordinance is deemed necessary for the immediate protection of the health, welfare, and safety of the community.

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

SAMPLE BALLOT QUESTION

**1% Sales and Use Tax Increase with
Earmarking for Transportation Facilities**

This will apply to all retail sales and all construction and building materials

BALLOT TITLE AND TEXT OF BALLOT ISSUE

**1% Sales and Use Tax Increase for
Transportation Facilities Maintenance and Improvements**

SHALL THE TOWN OF SEVERANCE'S TAXES BE INCREASED BY \$_____ ANNUALLY (FIRST FULL FISCAL YEAR INCREASE), COMMENCING JANUARY 1, 2026, AND BY WHATEVER ADDITIONAL AMOUNTS ARE RAISED ANNUALLY THEREAFTER, BY INCREASING THE TOWN SALES AND USE TAX RATE BY ONE-PERCENT (1%), WHICH IS AN INCREASE OF TEN CENTS ON EACH TEN DOLLAR PURCHASE, WITH THE PROCEEDS TO BE USED EXCLUSIVELY TO REPLACE THE TRANSPORTATION UTILITY FEES CURRENTLY CHARGED FOR THE PRESERVATION, MAINTENANCE, IMPROVEMENT, AND EXPANSION OF THE TOWN'S TRANSPORTATION FACILITIES AND RELATED INFRASTRUCTURE, AND SHALL THE TOWN BE AUTHORIZED TO COLLECT, RETAIN, AND SPEND ALL REVENUE GENERATED BY SUCH TAX AS A VOTER-APPROVED REVENUE CHANGE AND AN EXCEPTION TO REVENUE AND EXPENDITURE LIMITS IN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW?

YES _____

NO _____

Memorandum

To: Honorable Mayor Fries and Town of Severance Councilmembers

From: Erica Romberg, Interim Town Attorney

Date: May 30, 2025

Subject: Lodging Tax Ballot Proposal – Overview and Next Steps

Purpose

This memo provides an overview of the proposed lodging tax measure recommended for placement on the November 4, 2025 ballot. The memo explains the scope and structure of the tax, how it applies to short-term rentals (such as Airbnb and VRBO), the legal context, and next steps if the ordinance is adopted and the measure approved by voters.

Background

Severance currently lacks formal lodging establishments, but as tourism grows, hotels, motels, or short-term rentals may soon open. The town does not have a lodging tax yet, so it might be easier to establish one now, before potential opposition arises. This would ensure that any new lodging businesses contribute to the community's support and development.

What Is Taxed?

The proposed lodging tax would apply to the purchase price paid for the right to occupy lodging for less than 30 consecutive days. This includes:

- Hotels and motels
- Bed and breakfasts
- Short-term rentals such as Airbnb, VRBO, and other platforms
- Marketplace facilitators and online travel companies (OTCs) such as Expedia, when they facilitate bookings within Severance

Charges subject to the tax would include nightly rental rates, service fees, and other mandatory charges collected as part of the transaction. Voluntary gratuities such as tips or optional services (e.g., cleaning fees paid to third parties) are not taxable.

What about VRBO and Airbnb?

The ordinance should be drafted to ensure that the lodging tax applies regardless of how or where the lodging is booked, including online platforms and marketplace facilitators.

It is particularly important that the tax apply not only to the base room rate but also to all fees and charges that are required to obtain lodgings such as booking fees, service charges, or platform facilitation fees regardless of how they are labeled. Online platforms like Airbnb and VRBO often separate these charges from the nightly rate, which can create loopholes that reduce tax collections. To close loopholes exploited by platforms that list a room for \$5 and add a \$200 'cleaning fee,' the ordinance should define 'lodging services' to include all charges necessary to secure the stay. This ensures the tax applies not just to the room rate, but also to any platform fees and mandatory charges.

By defining “lodging services” to include the full purchase price necessary to secure a stay, the proposed ordinance would ensure that guests pay their fair share toward the public services they rely on while visiting. This approach aligns with the Colorado Supreme Court’s decision in *City & County of Denver v. Expedia, Inc.*, which confirmed that fees integral to the transaction are taxable even if retained by a third-party facilitator.

How will this work?

If the ballot issue is approved, we would propose the Town codify the lodging tax in Chapter 4, Article 5 of the Severance Municipal Code. The tax will function similarly to a sales tax, with lodging providers and online platforms responsible for collecting it at the time of booking. To streamline administration and ensure compliance (particularly with respect to short-term rentals) the Town may choose to partner with a third-party vendor to assist with tax collection, remittance, and reporting, as some other Colorado municipalities do. This is however something that can be addressed once it is clear there are lodging services to be collected on, right now there is limited reason to create a system for collection.

Next Steps and Potential Timeline

If the Town Council adopts the ordinance referring the lodging tax measure to voters, the following steps will guide implementation through the November election and beyond:

- **June–July 2025: Ballot Certification and Election Coordination**
The ballot language will be finalized and approved by the council and town attorney. Town staff will coordinate with the Weld County Clerk to certify the ballot language and ensure the measure is placed on the November 4, 2025 coordinated election ballot.
- **November 4, 2025: Election Day**
The ballot measure will be presented to Severance voters during the general coordinated election. A simple majority vote is required for approval under TABOR.
- **November–December 2025: Certification of Election Results and Code Implementation Planning**
Following certification of the election results, staff will prepare final implementing language for inclusion in the Severance Municipal Code. This includes defining “lodging services” and establishing procedures for remittance and enforcement.

- **January–March 2026: Tax Collection System Setup and Provider Outreach**
The Town will coordinate with affected lodging providers, including short-term rental hosts and online platforms, to provide guidance on compliance (if necessary).
- **April 1, 2026 (Target): Effective Date of Lodging Tax Ordinance**
Assuming timely implementation and outreach, the lodging tax could take effect as early as April 1, 2026. This allows time for education, system setup, and notice to stakeholders as needed, and again there is limited reason to rush this into effect with no currently effected businesses. The Town Council may adjust this timeline by resolution.

Frequently Asked Questions for Further Context and Speaking Points

1. What is the proposed lodging tax?

The Town of Severance is considering a 3% lodging tax on short-term overnight stays in hotels, motels, bed and breakfasts, and short-term rentals (such as Airbnb or VRBO). This tax would be collected from guests as part of their bill and remitted to the Town by the lodging provider or booking platform.

2. Who pays the tax?

The tax is paid by guests who stay in temporary lodging within the Town of Severance. Lodging providers (whether large hotels or individual short-term rental hosts) are responsible for collecting the tax at the time of booking and remitting it to the Town.

3. Does this apply to Airbnb and other online bookings?

Yes. The lodging tax will apply regardless of how the accommodation is booked, including through platforms like Airbnb, VRBO, Booking.com, or Expedia. The ordinance is designed to cover both direct bookings and those by online marketplaces like Expedia.

4. What will the revenue be used for?

Revenue from the lodging tax may be used for a range of public purposes, including public safety and emergency services, road and infrastructure maintenance, childcare and workforce housing initiatives, and tourism-related programs. Specific allocations will be determined by the Town Council during the annual budget process.

5. How does this impact local residents?

The tax is paid by visitors staying in short-term accommodations, not by local residents. It allows visitors to contribute to the services and infrastructure they use during their stay, helping to reduce the financial burden on local taxpayers.

6. What's the timeline for implementation?

If voters approve the ballot measure in November 2025, the Town will adopt formal code language and coordinate with lodging providers and online platforms to implement the tax. The earliest possible effective date is April 1, 2026.

7. How does this compare to other towns in Colorado?

Many Colorado municipalities—including our neighbors Windsor and Loveland, and others, including Breckenridge, and Frisco—have lodging taxes that range from 2% to over 5%. Severance’s proposed 3% rate is consistent with rates used by peer communities and ensures competitive pricing for local lodging providers.

8. Why do we need this now if there aren’t many hotels?

The tax will apply to any lodging that may develop in the future. By establishing the framework now, the Town avoids delays or opposition when new hotels or short-term rentals open and ensures that visitors help support local services from day one.

9. Will this affect property taxes?

No. The lodging tax is a separate revenue stream paid by visitors, not property owners. It helps reduce the need to rely on general fund revenues or increases in property taxes to support tourism-related services.

Memorandum

To: Honorable Mayor Fries and Severance Town Council

From: Erica Romberg, Interim Town Attorney

Date: May 30, 2025

Subject: Recreational Taxes and Fees

Background

The Town is going to be having an election in November, and in preparation for that election, the Council is considering what should be included on the ballot. One of the topics that was discussed was the potential for some sort of tax on recreational activities to fund either a recreation center or just to generally bring in more revenue for the Town through the recreational activities available to its citizens and visitors to the Town. This memorandum will provide a brief overview of different types of recreational taxes and how they could be imposed as well as other funding sources should the Town wish to build a recreation center.

Taxes versus Fees versus Special Assessments

As the Council is well aware, there are a number of ways that a municipality can fund themselves. Taxes and fees are a large part of that funding source. In Colorado, TABOR requires that any new tax be voted on and passed by the electors. Fees on the other hand do not have to be passed along to the voters for approval. That being said, a fee has to be reasonably related to the overall cost of the service. They are designed to deter the cost of services and ensure that at least some portion of the cost of providing the service is borne by the recipient of the services rather than the taxpayers at large. Another way that a municipality can generate revenue is through a special assessment. These are charges on particular properties for the benefits conferred upon the property related to a specific improvement. They are levied for the purposes of local improvements and once collected, they cannot be diverted for a different purpose. Like fees, special assessments do not require voter approval, but both fees and special assessments must be accounted for within the overall revenue limitations set forth in TABOR. Therefore, if any charge is challenged in court under TABOR, the main question the court will focus on is what the primary purpose is being the raising of the funds.

What Options Exist Here

With all of this information in mind, the question now is, what can the Town of Severance do regarding raising money for or defraying the cost of recreation within the Town.

One option, that the Town is already looking into is the lodging tax. Not only can that tax be used to tax accommodation within the Town, but those funds can be used for a number of things. Once a tax is passed, it is up to the Town how to use those funds. If the Council so chose,

it could put a portion of the funds raised from the lodging tax towards funding recreational activities or facilities and could even signal that use in the ballot language so voters would see that it would go towards those purposes.

The Town also has the option to enact, with approval of the voters, an excise tax. These are taxes imposed on specific goods or services rather than on general income or property. These taxes are product specific taxes and target specific items or activities. Examples of these types of taxes are admission taxes on entry into places like movie theaters, concerts, or sporting events, taxes imposed on use of ski lifts, additional taxes on soda or alcohol, and a tax imposed on taxis and rideshares. The downside of this type of tax is that the Town needs to have those types of venues within its boundaries to issue those types of taxes.

The Council is also considering putting a sales tax on the ballot to replace the transportation fee that is currently being charged. If the Town chose, it could also propose to the voters a specific sales tax to fund the building of a recreation center or other recreation infrastructure. This type of tax is often temporary as it is imposed for the specific purpose of funding new infrastructure.

Outside of the tax options, and as mentioned above, there are a number of other financing tools that can be used to bring or maintain recreation in the community. Fees can also be a source of defraying the costs of programs. These fees often appear in the form of membership fees, program registrations fees, and facility rental payments. Another option for the Town is the passing of recreation bonds. Most recreation facility bonds are general obligation bonds backed by property tax revenue and require voter approval. Revenue bonds backed by user fees don't always require voter approval but have higher interest rates. Bond terms typically range from 15-30 years for recreation facilities. In addition to fees and bonds, the Town could form a recreational district. Recreation districts provide dedicated funding and governance focused solely on recreation but add governmental complexity. They're most useful when serving areas beyond municipal boundaries or when municipal funding faces significant constraints. Special districts can serve multiple municipalities or unincorporated areas, which can be efficient for regional recreation facilities that serve broader areas than individual cities.

Frequently Asked Questions for Further Context and for Speaking Points

Q: Why do recreational facilities and programs cost so much to operate?

A: Recreation services require significant ongoing costs including staff salaries, facility maintenance, utilities, equipment replacement, insurance, and programming materials. A typical recreation center might spend 60-70% of its budget on personnel costs alone, with the remainder covering operations and capital maintenance.

Q: How do other Colorado cities fund their recreation services?

A: Most successful Colorado municipalities use diversified funding approaches. For example, many combine property tax revenue (40-50%), user fees (25-35%), and grants or partnerships (15-25%) to create sustainable funding models that don't rely too heavily on any single source.

TABOR and Voter Approval

Q: Do we need voter approval to fund recreation programs?

A: It depends on the funding method. New taxes or tax increases require voter approval under TABOR. However, municipalities can reallocate existing general fund revenue, implement user fees, or pursue grants without voter approval. Bond issues typically require voter approval regardless of TABOR.

Q: How do we build community support for a recreation funding measure?

A: Successful campaigns typically involve extensive community engagement, clear communication about needs and benefits, transparent financial planning, demonstration of fiscal responsibility, and involvement of diverse community stakeholders including youth sports organizations, seniors, and health advocates.

Tax-Based Funding

Q: Can we increase property taxes to fund a new recreation center?

A: Yes, but it requires voter approval. You can either seek approval for a dedicated mill levy increase specifically for recreation or issue general obligation bonds backed by property taxes. The 5.5% property tax revenue limit may apply to statutory municipalities that haven't waived this restriction.

Q: Are there limits on how much we can tax for recreation?

A: There's no specific limit on recreation taxes, but TABOR requires voter approval for increases, and practical political limits exist based on community tolerance for tax burdens. You'll need to balance recreation needs against other municipal priorities and taxpayer willingness to pay.

Bonds and Capital Funding

Q: What's a typical bond amount for recreation facilities?

A: Costs vary widely, but community recreation centers typically cost \$5-15 million, aquatic centers \$3-8 million, and comprehensive recreation complexes \$15-30 million or more. The bond amount depends on facility size, features, land costs, and local construction costs.

Grants and Partnerships

Q: What grants are available for recreation in Colorado?

A: Great Outdoors Colorado (GOCO) is the primary state source, providing millions annually for parks and recreation facilities. Federal options include Land and Water Conservation Fund grants. Private foundations often support youth programming and health-focused recreation initiatives.

Q: Can we require new developments to contribute to recreation funding?

A: Yes, through impact fees, land dedication requirements, or development agreements. However, fees must be reasonably related to the impact of new development on recreation needs and follow established legal procedures.

Budget and Financial Planning

Q: What percentage of a city budget typically goes to recreation?

A: Recreation spending varies widely but typically ranges from 5-15% of municipal budgets, depending on community priorities, available funding sources, and the scope of recreational services provided.

Q: How do we plan for ongoing operational costs after building new facilities?

A: Operational planning should begin during facility design. Estimate annual costs including staffing (typically 60-70% of operations), utilities, maintenance, insurance, and programming. Identify sustainable revenue sources including user fees, dedicated tax revenue, or general fund commitments.

Q: What are the biggest financial risks in recreation funding?

A: Key risks include overestimating user fee revenue, underestimating operational costs, economic downturns affecting tax revenue, changing demographics affecting program demand, and facility maintenance costs increasing over time. Diversified funding and conservative financial projections help mitigate these risks.

Implementation and Next Steps**Q: How long does it take to implement recreation funding measures?**

A: Timeline depends on the approach. User fee changes can be implemented relatively quickly. Tax measures requiring voter approval typically take 6-12 months from initial planning to election. Major capital projects often take 2-4 years from funding approval to facility opening.

Q: What should we do first if we want to improve recreation funding?

A: Start with a comprehensive needs assessment, evaluate current funding and cost recovery rates, research what other similar Colorado communities are doing, engage stakeholders to understand priorities, and develop a long-term strategic plan that identifies the most appropriate funding mix for your community's circumstances.

Q: Where can we get help with recreation funding planning?

A: Resources include the Colorado Parks and Recreation Association, municipal finance consultants specializing in Colorado local government, bond attorneys familiar with TABOR requirements, and networking with other Colorado cities that have successfully implemented recreation funding measures.



AGENDA ITEM SUMMARY

AGENDA ITEM	SUBMITTED BY	PRESENTED BY
Pg. 21 - Use by Special Review for a Home-Based Business - USR2025-02 Jack Russell Grooming	Regina Olson, Planner	Regina Olson, Planner I
ACTION REQUESTED		
Town Staff and the Planning Commission requests the Severance Town Council review and take action on the proposed Use by Special Review for a Home-Based Business as follows: 1. Move to approve the Use by Special Review for a Home-Based Business at 979 Mouflon Dr by approval of the content calendar		<u>Resolution</u> <u>Attorney Approved</u> <u>Action Requested</u>
BRIEF SUMMARY		
The applicant proposes to own and operate a dog grooming business at 979 Mouflon Drive and is requesting a Use by Special Review. The applicant has submitted all required application materials. The Planning Commission approved the Resolution for Use by Special Review with conditions.		
PUBLIC SUPPORT/CONCERN		
See attached letters. During the Planning Commission meeting surrounding property owners spoke with concerns regarding traffic and noise from barking dogs.		
ANALYSIS AND RECOMMENDATION		
Town Staff recommends that the Use by Special Review at 979 Mouflon Drive be approved with conditions and that the Town Council review and take action on the proposed Home-Based Business.		
MATERIALS SUBMITTED		
The following materials were submitted and included in this packet: 1. Letter of Intent Jack Russell Grooming 2. Vacinty Map Jack Russell Grooming 3. HOA Approval - Jack Russell Grooming 4. Site Plan -Jack Russell Grooming 5. Authorization - Jack Russell Grooming-1 6. Counterproposal Seller Signed - fully exe 7. Objection Letter 979 Mouflon Drive - Paul Schafer 8. Objection Letter 979 Mouflon - Laura Schafer 9. Support Letter Jackie Russell grooming- Jessica Mckenzie 10. Support Letter - Jack Russell Grooming - Miranda Westerman 11. Support Letter - Jack Russell Grooming - Shane Westerman 12. Support Letter - Jack Russell Grooming - Ashley Day 13. Support Letter-Jack Russell Grooming - Dennis Day 14. Support Letter - Jack Russell Grooming - Alicia Foster 15. Support Letter-Jack Russell Grooming-Metro District		

May 1, 2025

To Whom It May Concern,

Jack Russell Grooming has been operating in the Hunter Crossing subdivision since December of 2023. Currently, we are relocating to a new property in the same subdivision.

Today, I am asking the town council to (re)approve my homebased grooming salon at the new location of 979 Mouflon Dr, Severance CO 80850.

My intent is to continue operating my small grooming salon 3 days a week with the occasion Saturday morning. Most of the business traffic will occur during school hours, and as I work one on one (a singular client at a time) I have not yet encountered an issue with vehicle stacking. On average I see less than 20 animals a week, with most pet owners having 2 pups so that decreases the amount of vehicle traffic considerably to 3-5 people a day. The new location will also have a dedicated driveway parking space for clients.

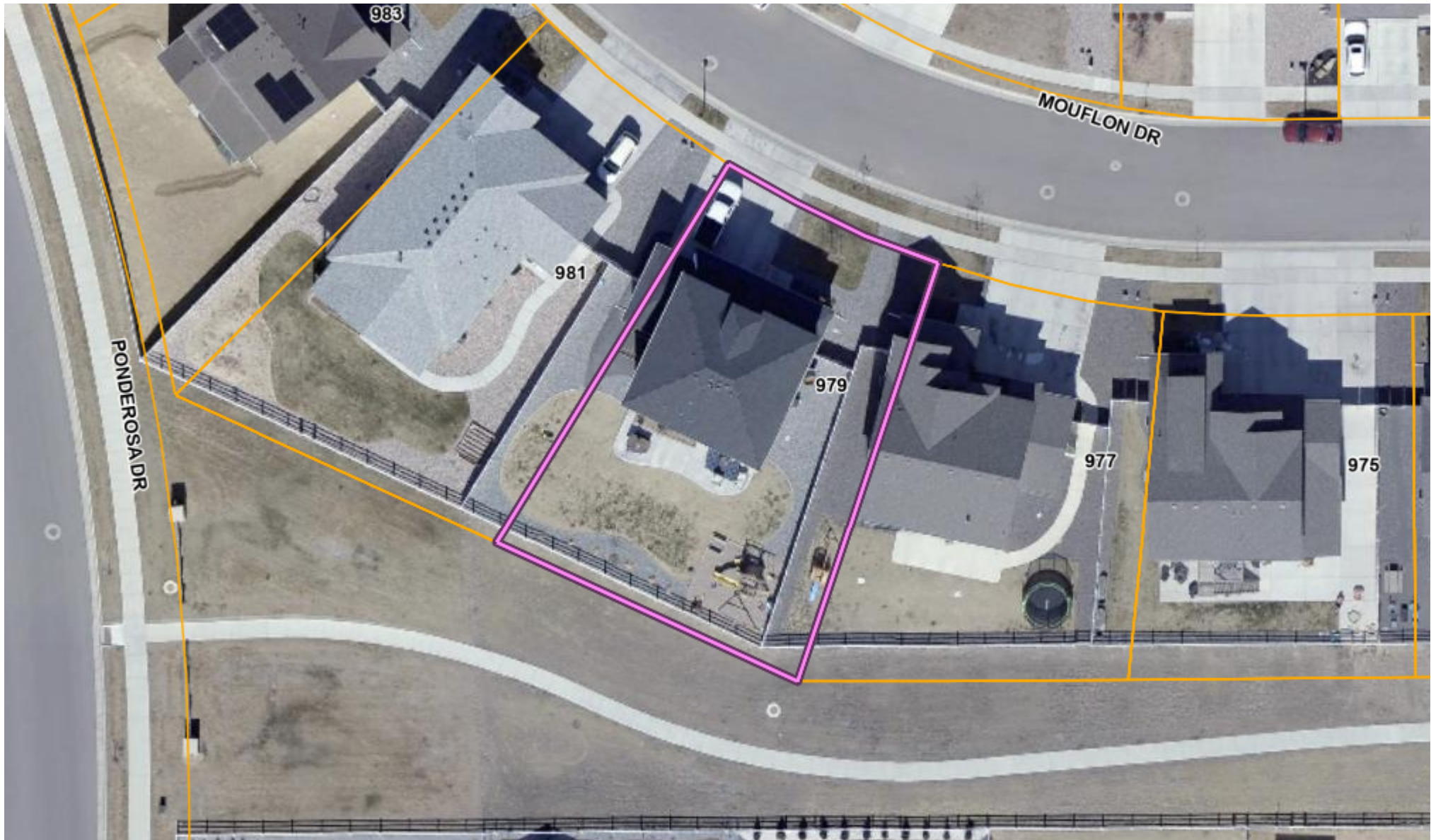
Water is going to be brought into the salon from the central housing source in the basement and will be pumped out into the clean out drain using a modified mobile grooming setup. All the shampoos, products and cleaning chemicals are approved and certified by PACFA. PACFA (Pet Animal Care and Facilities Act) is governed by the State of Colorado Department of Agriculture and oversees all animal care facilities from Boarding/daycare, Breeding, Vartanian and Grooming. I will be certified and licensed through PACFA as well.

As a nationally certified Master Groomer it is my desire to continue to care for the grooming needs of the pups in Severance. I absolutely love the work I do and the ability to do it from home while raising my family. This summer I am excited to continue my education in the field by stepping into the Freestyle competition ring. Thank you for allowing me to continue the work I love.

Jacquelyn Russell, NCMG

Owner, Jack Russell Grooming

Jack Russel Grooming New Location



Scale: 1:450

Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.



Notes:

DISCLAIMER: This product has been developed solely for internal use only by Weld County. The GIS database, applications, and data in the product is subject to constant change and the accuracy and completeness cannot be and is not guaranteed. The designation of lots or parcels or land uses in the database does not imply that the lots or parcels were legally created or that the land uses comply with applicable State or Local law. UNDER NO CIRCUMSTANCE SHALL ANY PART THE PRODUCT BE USED FOR FINAL DESIGN PURPOSES. WELD COUNTY MAKES NO WARRANTIES OR GUARANTEES, EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS, ACCURACY, OR CORRECTNESS OF SUCH PRODUCT, NOR ACCEPTS ANY LIABILITY, ARISING FROM ANY INCORRECT, INCOMPLETE OR MISLEADING INFORMATION CONTAINED THEREIN.

From: [Jacquelyn Russell](#)
To: [Regina Olson](#)
Subject: Fw: Possible Address Change
Date: Wednesday, April 30, 2025 9:32:16 PM

Metro district approval. My husband is on the board of district 5 and asked about the approval when notifying them about the change of address. The response from Megan is attached and is the same as last time. If the town approves, they see no issue. Thanks

Jack Russell grooming

Get [Outlook for iOS](#)

From: Jacquelyn Russell <jml85428@gmail.com>
Sent: Wednesday, April 30, 2025 8:59:04 PM
To: Jacquelyn Russell <jackie@jackrussellgrooming.com>
Subject: Fwd: Possible Address Change

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

From: **Kyle Russell** <kylerrussell6386@gmail.com>
Date: Wed, Apr 30, 2025 at 10:00 AM
Subject: Fwd: Possible Address Change
To: Jacquelyn Russell <jml85428@gmail.com>

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

From: **Megan VanCamp** <megan@frommco.us>
Date: Tue, Apr 29, 2025, 9:36 AM
Subject: Re: Possible Address Change
To: Kyle Russell <kylerrussell6386@gmail.com>

Hi Kyle:

As long as you have approval by the Town, and our prior approval, and no modifications to the business, you should be fine. The requests do need to go through the Town, who will then be in-touch with us, if needed.

Please follow-up with us once you have actually closed so that we can get our records updated.

Thanks,

Megan VanCamp

Manager/Accountant

Fromm & Company LLC

contact@frommco.us

(970) 875-7047

[8200 S. Quebec Street, Suite A3 – 305](#)

[Centennial, CO 80112](#)

From: Kyle Russell

Sent: Monday, April 28, 2025 8:29 PM

To: Megan VanCamp

Subject: Re: Possible Address Change

We will be closing on May 22nd. The new address is [979 Mouflon Dr. Severance, CO 80550](#).

On a side note: My wife currently runs a home based business (dog grooming) and wants to do the same at the new address. The Town wants to ensure the district is still okay with it prior to issuing the business license to the new address. We have prior approval for the old address from both the District and Town.

Thanks Megan!

On Fri, Apr 11, 2025 at 10:13 AM Megan VanCamp <megan@frommco.us> wrote:

Hi Kyle:

As long as you continue to reside and/or own a property within the boundaries of District No. 5, you can remain on the Board. Please provide us with an updated address once you have it available.

Thanks,

Megan VanCamp

Manager/Accountant

Fromm & Company LLC

contact@frommco.us

(970) 875-7047

[8200 S. Quebec Street, Suite A3 – 305](#)

[Centennial, CO 80112](#)

From: Kyle Russell

Sent: Thursday, April 10, 2025 1:04 PM

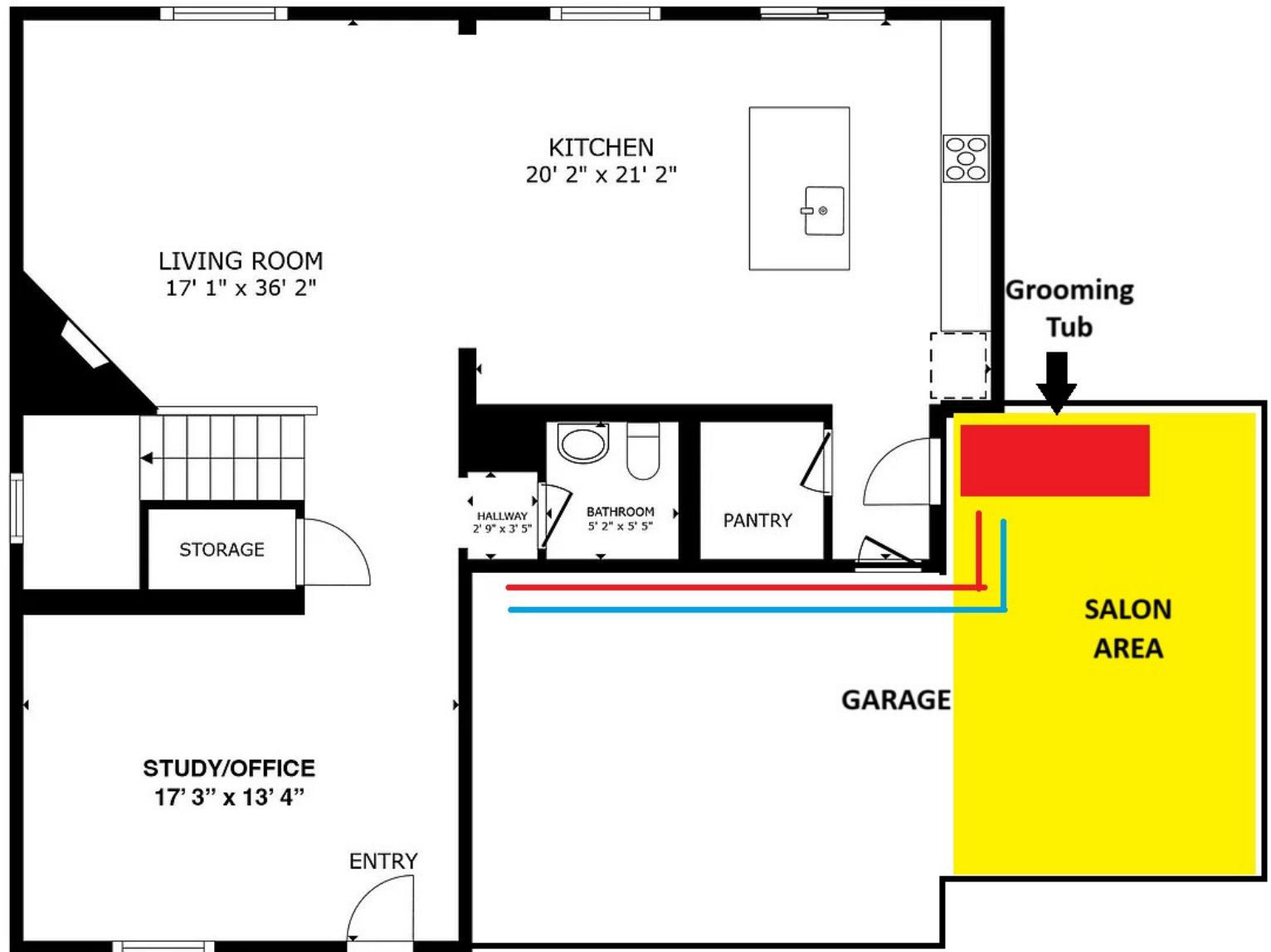
To: Linney, Courtney; Megan VanCamp

Subject: Possible Address Change

Hi Megan and Courtney,

I wanted to keep you informed that I will likely be moving to a different home in the same district. Do you know if I am required to resign on the board if we make this move? Again it is still in Hunters Overlook District 5.

Thanks,
Kyle Russell



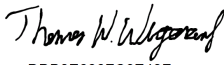
FLOOR 2

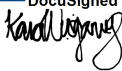
GROSS INTERNAL AREA
 FLOOR 1 909 sq.ft. FLOOR 2 1,039 sq.ft. FLOOR 3 1,374 sq.ft.
 TOTAL : 3,321 sq.ft.
 SIZES AND DIMENSIONS ARE APPROXIMATE, ACTUAL MAY VARY.

Authorization

We Thomas w. wiganowsky & Kara M. wiganowsky (current owners) permit Jacquelyn Russell and Kyle Russell, buyers, to apply for a Use by Special Review on the following property, 979 Mouflon Drive, Severance, CO 80550, which is currently under contract. We also permit a sign to be posted on the above-referenced address.

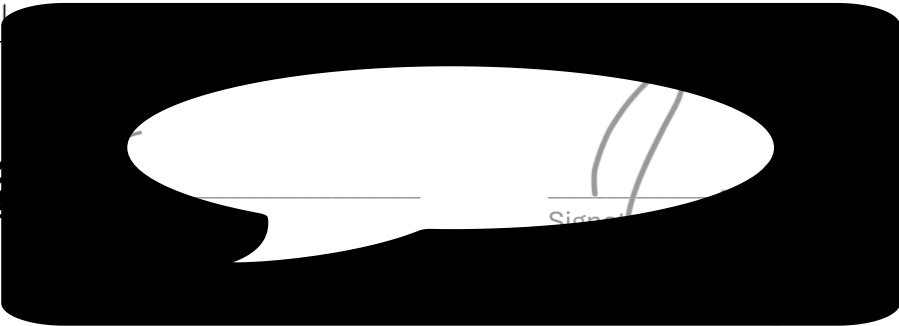
On this 5th day of May, 2025

DocuSigned by:

5/5/2025
Signature

DocuSigned by:

5/5/2025
Signature

On this _____ day of _____, 2025

Signature _____





Home Love Colorado Real Estate
155 E Boardwalk, Suite 400-466
Fort Collins, CO 80525
Office 970-488-1873

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(CP40-8-24) (Mandatory 8-24)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

COUNTERPROPOSAL

Date: April 13, 2025

1. This Counterproposal supersedes and replaces any previous counterproposal. This Counterproposal amends the proposed contract dated April 12, 2025 (Contract), between Thomas W. Wiganowsky and Kara M. Wiganowsky (Seller), and Kyle Russell and Jackie Russell (Buyer), relating to the sale and purchase of the following legally described real estate in the County of Weld , Colorado (insert legal description):
Lot 4 Block 10 HUNTERS CROSSING FG NO. 1

known as: 979 Mouflon Drive Severance CO 80550 (Property).
Street Address City State Zip

NOTE: If the table is omitted, or if any item is left blank or is marked in the “No Change” column, it means no change to the corresponding provision of the Contract. If any item is marked in the “Deleted” column, it means that the corresponding provision of the Contract to which reference is made is deleted.

2. § 3.1. Dates and Deadlines. [Note: This table may be omitted if inapplicable.]

Item No.	Reference	Event	Date or Deadline	No Change	Deleted
1	§ 3	Time of Day Deadline			
2	§ 3	Alternative Earnest Money Deadline			
		Title			
3	§ 8	Record Title Deadline (and Tax Certificate)			
4	§ 8	Record Title Objection Deadline			
5	§ 8	Off-Record Title Deadline			
6	§ 8	Off-Record Title Objection Deadline			
7	§ 8	Title Resolution Deadline			
8	§ 8	Third Party Right to Purchase/Approve Deadline			
		Owners’ Association			
9	§ 7	Association Documents Deadline			
10	§ 7	Association Documents Termination Deadline			
		Seller’s Disclosures			
11	§ 10	Seller’s Property Disclosure Deadline	COMPLETE		
12	§ 10	Lead-Based Paint Disclosure Deadline			

CP40-8-24. COUNTERPROPOSAL 4/13/2025 18:12
Buyer initials

DS DS
Seller initials

		Loan and Credit			
13	§ 5	New Loan Application Deadline			
14	§ 5	New Loan Terms Deadline			
15	§ 5	New Loan Availability Deadline			
16	§ 5	Buyer’s Credit Information Deadline			
17	§ 5	Disapproval of Buyer’s Credit Information Deadline			
18	§ 5	Existing Loan Deadline			
19	§ 5	Existing Loan Termination Deadline			
20	§ 5	Loan Transfer Approval Deadline			
21	§ 4	Seller or Private Financing Deadline			
		Appraisal			
22	§ 6	Appraisal Deadline			
23	§ 6	Appraisal Objection Deadline			
24	§ 6	Appraisal Resolution Deadline			
		Survey			
25	§ 9	New ILC or New Survey Deadline			
26	§ 9	New ILC or New Survey Objection Deadline			
27	§ 9	New ILC or New Survey Resolution Deadline			
		Inspection and Due Diligence			
28	§ 2	Water Rights Examination Deadline			
29	§ 8	Mineral Rights Examination Deadline			
30	§ 10	Inspection Termination Deadline			
31	§ 10	Inspection Objection Deadline			
32	§ 10	Inspection Resolution Deadline			
33	§ 10	Property Insurance Termination Deadline			
34	§ 10	Due Diligence Documents Delivery Deadline	April 14, 2025		
35	§ 10	Due Diligence Documents Objection Deadline	April 15, 2025		
36	§ 10	Due Diligence Documents Resolution Deadline	April 16, 2025		
37	§ 10	Environmental Inspection Termination Deadline (CBS2, 3, 4)			
38	§ 10	ADA Evaluation Termination Deadline (CBS2, 3, 4)			
39	§ 10	Conditional Sale Deadline			
40	§ 10	Lead-Based Paint Termination Deadline			
41	§ 11	Estoppel Statements Deadline (CBS2, 3, 4)			
42	§ 11	Estoppel Statements Termination Deadline (CBS2, 3, 4)			
		Closing and Possession			
43	§ 12	Closing Date	May 22, 2025		
44	§ 17	Possession Date	May 22, 2025		
45	§ 17	Possession Time			

- 26
- 28
- 29
- 30
- 31
- 32
- 33
- 34
- 35
- 36
- 37
- 38
3. § 4. PURCHASE PRICE AND TERMS. *Omitted*
4. ATTACHMENTS. The following are a part of this Counterproposal:
- Note: The following documents have been provided but are **not** a part of this Counterproposal.
5. OTHER CHANGES.
- 1) Upon mutual execution of Contract, Buyer and Seller acknowledge that the property for which this Contract is written will be marketed as Active/First Right in the

MLS. In the event the Seller receives an acceptable offer from another party while being marketed as A/F, the Seller will notify the Buyer in writing and allow twenty-four (24) hours for the Buyer to remove their home sale contingency. If Buyer removes their home sale contingency, Buyer will provide Seller with written verification from Buyers lender that Buyer is approved for a sufficient loan and such approval is not conditional upon the sale and closing of Buyers property. If the Buyer does not notify the Seller in writing that they are removing their contingency within 24 hours, the Seller has the right to terminate this Contract by notifying Buyer in writing and Buyer shall receive a full refund of Buyers Earnest Money.

2) 29. BUYERS BROKERAGE FIRM COMPENSATION. Buyers brokerage firms compensation will be paid, at Closing, as follows:

29.1. 2.8% of the Purchase Price or \$ by Seller. Buyers brokerage firm is an intended third-party beneficiary under this provision only. The amount paid by Seller under this provision is in addition to any other amounts Seller is paying on behalf of Buyer elsewhere in this Contract.

6. ACCEPTANCE DEADLINE. This Counterproposal expires unless accepted in writing by Seller and Buyer as evidenced by their signatures below and the offering party to this document receives notice of such acceptance on or before

April 14, 2025 1:00 p.m.
MT

Date Time

If accepted, the Contract, as amended by this Counterproposal, will become a contract between Seller and Buyer. All other terms and conditions of the Contract remain the same.

Buyer's Name: Kyle Russell and Jackie Russell

DocuSigned by:

Kyle Russell

4/13/2025

Buyer's Signature: Kyle Russell

Date

Address:

Phone No.:

Fax No.:

Email Address: kyle.russell@firehousesubs.com

Signed by:

Jackie Russell

4/13/2025

Buyer's Signature: Jackie Russell

Date

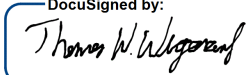
Address:

Phone No.:

Fax No.:

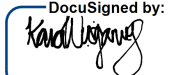
Email Address: jml85428@gmail.com

Seller's Name: Thomas W. Wiganowsky and Kara M. Wiganowsky

DocuSigned by:

DDB8E686FC6E43F...

4/13/2025

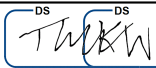
Seller's Signature: **Thomas W. Wiganowsky** Date
Address: **979 Mouflon Drive**
Severance, CO 80550
Phone No.: _____
Fax No.: _____
Email Address: **wiggs847@gmail.com**

DocuSigned by:

1C2F56989401485...

4/13/2025

Seller's Signature: **Kara M. Wiganowsky** Date
Address: **979 Mouflon Drive**
Severance, CO 80550
Phone No.: _____
Fax No.: _____
Email Address: **karak_0712@hotmail.com**

- 49 **Note:** When this Counterproposal form is used, the Contract is **not** to be signed by the party initiating this Counterproposal.
- 50 Brokers must complete and sign the Broker's Acknowledgements and Compensation Disclosure portion of the Contract.
- 51



From: [Paul Schafer](#)
To: [Regina Olson](#)
Subject: Special review 979 Mouflon Drive
Date: Thursday, May 15, 2025 10:27:56 AM

I am writing to formally object to the proposed business use of the property at 979 Mouflon Drive. As the next door neighbor, I have several concerns about the negative impact this change would have on our neighborhood:

1. **Traffic and Parking Congestion:** The street already experiences significant congestion, with multiple cars, trucks, and an RV frequently parked near #979. The addition of business-related traffic will worsen the situation, likely leading to overflow parking in front of my home and potentially blocking access to my driveway.
2. **Noise and Disturbance from Dogs:** I am concerned that the presence of additional dogs and clients will cause my own dogs to bark more frequently, increasing the risk of noise complaints, stress for me and my pets, and possible fines from the metro district.
3. **Excessive Noise from Business Activities:** Additional dogs and visitors at #979 will contribute to ongoing noise disturbances, affecting the peace and quiet of our community.
4. **Change to Community Character:** We chose this neighborhood for its quiet, residential nature. Increased traffic, parking issues, and frequent disturbances from a home-based business do not align with the expectations we had when purchasing our property.
5. **Sanitation and Cleanliness Concerns:** There is a legitimate concern that clients may not consistently clean up after their dogs, leading to unsanitary conditions and unpleasant odors in the neighborhood.

For these reasons, I strongly oppose allowing a business to operate out of 979 Mouflon Drive. I urge you to consider the impact on surrounding residents and preserve the residential integrity of our community.

Paul Schafer
981 Mouflon Dr
Severance

From: [Laura S](#)
To: [Regina Olson](#)
Subject: Special review 979 Mouflon
Date: Monday, May 12, 2025 6:16:29 AM

I am writing to formally object to the proposed business use of the property at 979 Mouflon Drive. As a nearby resident, I have several concerns about the negative impact this change would have on our neighborhood:

1. **Traffic and Parking Congestion:** The street already experiences significant congestion, with multiple cars, trucks, and an RV frequently parked near #979. The addition of business-related traffic will worsen the situation, likely leading to overflow parking in front of my home and potentially blocking access to my driveway.
2. **Noise and Disturbance from Dogs:** I am concerned that the presence of additional dogs and clients will cause my own dogs to bark more frequently, increasing the risk of noise complaints, stress for me and my pets, and possible fines from the metro district.
3. **Excessive Noise from Business Activities:** Additional dogs and visitors at #979 will contribute to ongoing noise disturbances, affecting the peace and quiet of our community.
4. **Change to Community Character:** We chose this neighborhood for its quiet, residential nature. Increased traffic, parking issues, and frequent disturbances from a home-based business do not align with the expectations we had when purchasing our property.
5. **Sanitation and Cleanliness Concerns:** There is a legitimate concern that clients may not consistently clean up after their dogs, leading to unsanitary conditions and unpleasant odors in the neighborhood.

For these reasons, I strongly oppose allowing a business to operate out of 979 Mouflon Drive. I urge you to consider the impact on surrounding residents and preserve the residential integrity of our community.

Laura Schafer
981 Mouflon Dr
Severance

From: [Shani Porter](#)
To: [Regina Olson](#)
Subject: FW: Jackie Russell grooming
Date: Monday, May 19, 2025 8:04:58 AM
Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)

Please make copies for the packet.



Shani Porter
Planning Director
Office: 970-686-1218
Web: www.townofseverance.org
3 S. Timber Ridge Parkway, Severance, CO 80550

TOWN PRIDE through Leadership, Service and Collaboration.



Confidentiality Notice: This electronic transmission and any attached documents or other writings are intended only for the person or entity to which it is addressed and may contain privileged, confidential, or otherwise protected information. If you have received this communication in error, please immediately notify the sender by return email and destroy the transmission. Any disclosure, copying, distribution, or taking any action concerning this communication's contents or attachments by anyone other than the named recipient is strictly prohibited.

From: Jessica Ann McKenzie <jessicaannzero1023@gmail.com>
Sent: Friday, May 16, 2025 6:49 PM
To: Shani Porter <sporter@townofseverance.org>
Subject: Jackie Russell grooming

Hi there,

To whom it may concern.

We live next to Jackie and her grooming business and I must say, there isn't a ton of cars all at the same time picking up and dropping off. Very clean I hardly hear dogs barking!! It's been great having the groomers next to us. We have nothing but great things to say about them

Thanks again,
Jessica Mckenzie
1107 Tur St, Severance, CO 80550
970-567-8044

From: [Nicholas Wharton](#)
To: [Shani Porter](#); [Regina Olson](#)
Subject: Fw: Jack Russell Grooming
Date: Thursday, May 15, 2025 6:30:15 PM

FYI

Thank you,



Nicholas J. Wharton, MPA, ICMA-CM

Town Manager

Office: 970-686-1218

Web: www.townofseverance.org

3 S. Timber Ridge Parkway, Severance, CO 80550

TOWN PRIDE through Leadership, Service and Collaboration.

Confidentiality Notice: This electronic transmission and any attached documents or other writings are intended only for the person or entity to which it is addressed and may contain privileged, confidential, or otherwise protected information. If you have received this communication in error, please immediately notify the sender by return email and destroy the transmission. Any disclosure, copying, distribution, or taking any action concerning this communication's contents or attachments by anyone other than the named recipient is strictly prohibited.

From: Miranda Westerman <miranda.westerman10@gmail.com>
Sent: Thursday, May 15, 2025 6:28:28 PM
To: Town Council <towncouncil@townofseverance.org>
Subject: Jack Russell Grooming

Hello Neighbors,

I am the next door neighbor to Jackie Russell. She and I were talking about some concerns that the Mouflon neighbors had regarding her small business.

I feel it is my responsibility to inform you that I have never witnessed any of their concerns. The house the Russell's occupy is well kept, and the family is one of the most friendly on our street. There are no noise problems ever. There is no excessive traffic or parking. She is very respectful, and if I ever brought a concern to her she would take it seriously.

This is why the topic came up, in fact. She wants a chance to clear the air, and address concerns head on. Other than the pin on Google maps I would not even know the business was next door to me.

Miranda Westerman
1111 Tur Street
Hunter's Crossing

From: [Nicholas Wharton](#)
To: [Shani Porter](#); [Regina Olson](#)
Subject: Fw: Jackie grooming
Date: Thursday, May 15, 2025 6:25:15 PM

Thank you,



Nicholas J. Wharton, MPA, ICMA-CM
Town Manager
Office: 970-686-1218
Web: www.townofseverance.org
3 S. Timber Ridge Parkway, Severance, CO 80550

TOWN PRIDE through Leadership, Service and Collaboration.

Confidentiality Notice: This electronic transmission and any attached documents or other writings are intended only for the person or entity to which it is addressed and may contain privileged, confidential, or otherwise protected information. If you have received this communication in error, please immediately notify the sender by return email and destroy the transmission. Any disclosure, copying, distribution, or taking any action concerning this communication's contents or attachments by anyone other than the named recipient is strictly prohibited.

From: Shane Westerman <shanewesterman25@gmail.com>
Sent: Thursday, May 15, 2025 6:22:37 PM
To: Town Council <towncouncil@townofseverance.org>
Subject: Re: Jackie grooming

Jack Russell grooming btw iam her neighbor

On Thu, May 15, 2025, 4:23 PM Shane Westerman <shanewesterman25@gmail.com> wrote:
Never had any issues with the company no traffic ,you cant hear the dogs bark ,not dirty they keep it clean every where, no issues with people that come around jackies grooming best grooming ive used very nice people ive run into and jackie herself is a good person

From: [Shani Porter](#)
To: [Regina Olson](#)
Cc: [Nicholas Wharton](#)
Subject: Fw: Jack Russell Grooming
Date: Thursday, May 15, 2025 2:25:34 PM



Shani Porter
Planning Director
Office: 970-686-1218
Web: www.townofseverance.org
3 S. Timber Ridge Parkway, Severance, CO 80550

TOWN PRIDE through Leadership, Service and Collaboration.

From: Ashley Day <ashers2580@yahoo.com>
Sent: Thursday, May 15, 2025 2:22:49 PM
To: Shani Porter <sporter@townofseverance.org>
Subject: Jack Russell Grooming

Good afternoon,

My name is Ashley Day and reside at 1102 Tur St. My neighbor owns and operates the above business. I am writing you to voice my experiences with said business, as I've been told a resident has sent in a letter with concerns regarding that business moving into their neighborhood.

Jackie runs her business very professionally. She's kind and mindful to us who live near her. Never have I experienced any issues with traffic, she spaces her appointments out appropriately and never has more than 1 dog at a time. Her clients pull up, walk their dog inside and then leave. It's a rarity that any client stays parked for longer than needed to drop off or pick up. And when they do park, it's in front of Jackie's residence.

Our neighborhood is full of dogs. Everyone around us has at least one dog. So any barking that I do hear, I cannot tell the difference between it being at her house or elsewhere. And her dogs are groomed inside her garage, with all doors closed. So even if a dog was barking, I wouldn't hear it. Our neighborhood dogs make more noise than the one dog she's grooming every few hours I'm sure. I've personally used her for grooming my dog. She started out as just a neighbor, then we became friends, our kids playing together outside and at each other's houses from time to time. And then I became a client. I experienced her professional side and how her business works. The way she runs her business and handles her clients is professional in every way. She keeps in mind that she's using her home, a shared neighborhood, and that others are around during her hours. I've never once experienced any sort of issue with her clients, vehicles, dogs, or anything else as a result of her business being run out of her home.

The entire Russell family is a joy to have around and in our neighborhood. They give back to their community and both have built businesses locally as well as in the northern Colorado area. They strive to be great neighbors and friends. They've always kept a beautifully landscaped home and appearance. During the holidays they bring so much cheer with their elaborate displays and fundraisers for the Children's Hospital.

I hope this letter offers better insight to how Jack Russell Grooming actually is, and how the previous concerns by others can be put to ease.

Thank you
Ashley Day

Dennis Day 1102 Tur Street Severance, CO. ready.dennis.day@gmail.com March 15th, 2025

Town of Severance 3 Timber Ridge Parkway, Severance, CO.

Subject: Support for Jack Russel Dog Grooming

Dear Town of Severance officials & Planning Commision,

I am writing to express my strong support for Jack Russel Dog Grooming, a valued local business located across the street from my home in Severance. Since the establishment of this grooming service, we have observed no additional traffic concerns, noise disturbances, or neighborhood impacts. The business operates professionally and respectfully within our community; we are saddened to see them relocating.

Furthermore, my family has personally benefited from utilizing Jack Russel Dog Grooming's services for our own pets. The quality of care provided is exceptional, and the convenience of having such a reputable business nearby has been a great advantage to our small town. The owner's dedication to their work and commitment to responsible business practices contribute positively to our neighborhood and the local economy.

I encourage you to continue supporting local businesses such as Jack Russel Dog Grooming, as they enrich our town and provide essential services to pet owners in the area. Thank you for your time and consideration.

Sincerely,

Dennis & Ashley Day

Letter of Support for Dog Grooming Business

To Whom It May Concern,

I am writing to express my full support for Jackie Russel Grooming, a professional dog grooming service that provides an essential and valued service to pet owners in our community.

As a responsible pet owner, I know how important regular grooming is for the health and well-being of our dogs. Jackie consistently demonstrates professionalism, compassion, and a deep understanding of animal care. Their facility is clean, welcoming, and safe, and the staff are not only skilled groomers but also kind and attentive to the unique needs of each pet. This business has never posed any inconvenience to us as neighbors. Her customers come one at a time, and have never disrespected our property or personal pets.

Beyond their excellent grooming services, Jackie Russel Grooming contributes positively to the local economy, supports other small businesses, and strengthens our community's reputation as a pet-friendly place to live and work. Their dedication to customer service and animal welfare sets them apart in their field. I myself am a small business owner in the community and fully support her business.

I highly recommend and support Jackie in all current and future endeavors. Their continued success is a benefit to both pet owners and our community at large.

Sincerely,
Alicia Foster

(Neighbor at Tur street)

From: [Jacquelyn Russell](#)
To: [Regina Olson](#); sporter@townofseverance.com
Subject: Fw: 1109 Tur Street- dog grooming
Date: Wednesday, June 4, 2025 5:49:53 PM

Hi Regina,

The day after our town council meeting I received the formal letter from the Metro district regarding Jack Russell Grooming's record of zero community issues. It is forwarded below.

Thanks.

Jackie Russell

Get [Outlook for iOS](#)

From: Megan VanCamp <megan@frommco.us>
Sent: Thursday, May 22, 2025 12:46 PM
To: Jacquelyn Russell <jackie@jackrussellgrooming.com>
Cc: Megan VanCamp <megan@frommco.us>
Subject: Re: 1109 Tur Street- dog grooming

Hi Jacquelyn:

To date, the Hunters Overlook Metropolitan District has not received any complaints or concerns pertaining to the home-based business operations of Jack Russell Grooming, currently located at 1109 Tur Street. We have told the Town that we will permit home-based businesses within the community, contingent on the following items:

It does not present a nuisance to any surrounding person or property

Noise

Odor

Sight

Traffic

Parking

The business needs to be adequately licensed to include approval by the Town and any necessary insurance policies.

The homeowner may not advertise for the business upon the lot.

Again, no complaints or concerns have been received or filed. Please let us know if you have any additional questions.

Thanks,

Megan VanCamp

Manager/Accountant
Fromm & Company LLC
contact@frommco.us
(970) 875-7047
8200 S. Quebec Street, Suite A3 – 305
Centennial, CO 80112

From: Jacquelyn Russell <jackie@jackrussellgrooming.com>
Sent: Tuesday, May 20, 2025 12:12 PM
To: Megan VanCamp <megan@frommco.us>
Subject: Re: 1109 Tur Street- dog grooming

Megan,
Thank you. An email would be excellent.

Jackie Russell

Get [Outlook for iOS](#)

From: Megan VanCamp <megan@frommco.us>
Sent: Friday, May 16, 2025 4:57:17 PM
To: Jacquelyn Russell <jackie@jackrussellgrooming.com>
Subject: Re: 1109 Tur Street- dog grooming

Hi Jacquelyn:

We can get to this request at the beginning of next week. Your patience is appreciated.

Thanks,

Megan VanCamp

Manager/Accountant
Fromm & Company LLC
contact@frommco.us
(970) 875-7047
8200 S. Quebec Street, Suite A3 – 305
Centennial, CO 80112

From: Jacquelyn Russell <jackie@jackrussellgrooming.com>
Sent: Friday, May 16, 2025 6:48 AM
To: Megan VanCamp <megan@frommco.us>

Subject: 1109 Tur Street- dog grooming

Hi Megan,

I am writing to request a letter from the metro district stating that there have been no complaints or concerns from the public regarding the operation of Jack Russell Grooming at its current location of 1109 Tur Street, Severance.

Thank you for your time,
Jackie Russell
Owner Jack Russell Grooming

Get [Outlook for iOS](#)



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, May 13, 2025, at 5:00 PM

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

Audience: Josh Olhava, Dave Land and Nathan Silberhorn from Ayres Associates, Chase Zajc, Jennifer Shaw, Peter Hendrick, John Padora

Staff: Nicholas Wharton, Town Manager
Sarah Jacobsen, Town Clerk
Shani Porter, Planning Director
Ken Chavez, Police Chief
Erica Romberg, Town Attorney

A. SAFEBUILT 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
Dave Land and Nathan Silberhorn from Ayres Associates presented the concept plan and asked the Town Council for feedback on the layout and theme for Community Park.

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

1. Roll Call

Present: Mayor Matthew Fries, Mayor Pro-Tem Brittany Vandermark, Council Member

Stephen Gagliardi, Council Member Dave Bruen, Council Member Craig Joseph, Council Member Tad Borrett, Council Member Karen Hessler (sworn in May 13, 2025)

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.

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

MOTION PASSED

a. Pg. 5 - Tecate Liquor License Transfer

b. Pg. 62 - 4.22.25 Minutes

5. Approval of Agenda

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

MOTION PASSED

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.

No members of the public wished to speak.

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
 - Town Manager Nicholas Wharton asked the Town Council for consensus to cancel the Town Council meeting on May 27, 2025. The Council agreed to cancel the May 27, 2025 meeting.
- d. Council Members Liaisons
- e. Mayor

D. TOWN COUNCIL

1. Pg. 88 - Town Council Member Appointment

- Legislative
- Staff Presentation: Nicholas Wharton, Town Manager
 - Town Council interviewed each applicant during the meeting, except for Scott Braugher, who did not attend the meeting. The Council voted by ballot with the majority vote to appoint Karen Hessler until the 2025 election. Ms. Hessler was sworn in after the appointment and seated as a voting Council Member thereafter.

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

- Discussion
- Staff Presentation: Nicholas Wharton, Town Manager
 - Town Council discussed the item and agreed to move forward with this Ordinance. Town staff will add it to a future Town Council meeting.

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
 - Josh Ohalva with Ayres Associates presented the item, discussing the redline changes.

E. COUNCIL MEMBER PETITIONS

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

Council Member Gagliardi reported receiving several complaints of speeding issues on Audubon Boulevard. He requested that staff collect speeding data and explore potential solutions to address the problem in the affected neighborhood.

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.

MOTION WAS MADE BY Council Member Bruen, seconded by Mayor Pro-tem

Vandermark to ADJOURN INTO 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. All Council Members present voting Yes.

MOTION PASSED

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.

MOTION WAS MADE BY Council Member Bruen, seconded by Mayor Pro-tem Vandermark to ADJOURN INTO 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. All Council Members present voting Yes.

MOTION PASSED

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.

MOTION WAS MADE BY Council Member Bruen, seconded by Mayor Pro-tem Vandermark to ADJOURN INTO 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. All Council Members present voting Yes.

MOTION PASSED

G. ADJOURN

The meeting adjourned at 8:41 p.m.

TOWN OF SEVERANCE

Matthew Fries, Mayor

ATTEST

Sarah Jacobsen, Town Clerk

TOWN OF SEVERANCE PAYABLES 4/1/25 - 4/30/25			
Vendor Name	Invoice Number	Description	Amount Paid
A-1 Chipseal Company	14481-01	2025 Crack Seal Project 02/24/2025 To 02/28/2025	\$ 32,187.50
A-1 Chipseal Company	14481-02	2025 Crack Seal Project 03/01/2025 To 03/24/2025	\$ 47,807.50
Accurata Investigations LLC	10013	CVSA Examination for Severance Police Applicant	\$ 175.00
Adam B Stephens	042025	April 2025 Compensation	\$ 800.00
AJ's Backflow Testing LLC	20136	1942 Mahogany Backflow Testing	\$ 150.00
Amazon Capital Services	1HWL-GCGQ-QJY	Crowye 100 Pcs Participant Award Ribbons with Card String	\$ 57.98
Amazon Capital Services	1HWL-GCGQ-QJY	Snailax Massage Seat Cushion with Heat	\$ 49.99
Amazon Capital Services	1HWL-GCGQ-QJY	RENPHO Foot Massager Machine with Heat	\$ 109.99
Amazon Capital Services	1HWL-GCGQ-QJY	SolaWave Wrinkle Retreat Light Therapy Face Mask	\$ 296.65
Amazon Capital Services	1HWL-GCGQ-QJY	Sharpie S-Gel, Gel Pens, Drawing Pens	\$ 11.99
Amazon Capital Services	1HWL-GCGQ-QJY	Sharpie S-Gel, Gel Pens, Drawing Pens	\$ 12.72
Amazon Capital Services	1HWL-GCGQ-QJY	BIC Round Stic Xtra Life Black Ballpoint Pens	\$ 5.99
Amazon Capital Services	1HWL-GCGQ-QJY	BIC Round Stic Xtra Life Ballpoint Pens	\$ 5.99
Amazon Capital Services	1HWL-GCGQ-QJY	JETech Matte Case for iPhone	\$ 23.98
Amazon Capital Services	1HWL-GCGQ-QJY	iPhone 16 15 Charger Fast Charging 3 Pack USB C	\$ 18.16
Amazon Capital Services	1HWL-GCGQ-QJY	YALUUU for iPhone 16e Case	\$ 12.99
Amazon Capital Services	1HWL-GCGQ-QJY	2-Pack iPhone 16 15 Charger Block,35W 3-Port Fast USB C	\$ 22.99
Amazon Capital Services	1HWL-GCGQ-QJY	Ailun Screen Protector for iPhone	\$ 11.72
Amazon Capital Services	1HWL-GCGQ-QJY	SUNEE Half Meeting Half Note - 7.5x10" Professional Notebooks"	\$ 11.99
Amazon Capital Services	1HWL-GCGQ-QJY	CHAOFEng Magnetic Compatible with iPhone	\$ 29.99
Amazon Capital Services	1HWL-GCGQ-QJY	iPhone 16/15 Charger, USB C Charger, 2-Pack 20W Type C	\$ 21.99
Amazon Capital Services	1HWL-GCGQ-QJY	CHAOFEng Magnetic Compatible with iPhone	\$ 29.99
Amazon Capital Services	1HWL-GCGQ-QJY	iPhone 16 Plus Car Charger Cable Coiled Charger Cord USB-C	\$ 9.98
Amazon Capital Services	1HWL-GCGQ-QJY	iPhone 16 Plus Car Charger Cable Coiled Charger Cord USB-C	\$ 9.98
Amazon Capital Services	1HWL-GCGQ-QJY	LG 34WP60C-B 34-Inch 21:9 Curved UltraWide QHD (3440x1440)	\$ 322.89
Amazon Capital Services	1HWL-GCGQ-QJY	PrimeZone 32W x 16"D x 63" H Storage Shelves - 2 Pack 5 Tier"	\$ 150.89
Amazon Capital Services	1HWL-GCGQ-QJY	ErgoFocus Monitor Wall Mount Fits 17-32 Inch	\$ 38.24
Amazon Capital Services	1HWL-GCGQ-QJY	MCR Medical Pack of 5 CPR Rescue Mask Adult/Child	\$ 39.95
Amazon Capital Services	1HWL-GCGQ-QJY	North American Rescue C-A-T Combat Application Tourniquet	\$ 31.27
Amazon Capital Services	1HWL-GCGQ-QJY	Disposable Razors in Bulk	\$ 12.65
Amazon Capital Services	1HWL-GCGQ-MFL6	Supervisor Anniversary - RTIC 15 Can Everyday Cooler, Soft Sided	\$ 39.97
Amazon Capital Services	1HWL-GCGQ-MFL6	Supervisor Anniversary - JBL Clip 5	\$ 59.95
Amazon Capital Services	1HWL-GCGQ-MFL6	amFilm Essential Screen Protector for iPhone	\$ 7.98
Amazon Capital Services	1HWL-GCGQ-MFL6	TORRAS Magnetic Slim Fit for iPhone	\$ 23.99
Amazon Capital Services	1HWL-GCGQ-MFL6	Spigen Tempered Glass Screen Protector	\$ 17.99
Amazon Capital Services	1HWL-GCGQ-MFL6	ORNARTO Compatible with iPhone	\$ 14.99
Amazon Capital Services	1HWL-GCGQ-MFL6	Promotions & discounts	\$ (1.20)
Amazon Capital Services	1HWL-GCGQ-KD3G	Jayus Double Sided Colorado Sates Flags 4x6 FT Outdoor	\$ 29.99
Amazon Capital Services	1HWL-GCGQ-KD3G	Boao Desk Service Dinner Bell Metal Silver Call Bell	\$ 13.99
Amazon Capital Services	1HWL-GCGQ-KD3G	64-65 Gallon Trash Bags Heavy Duty, 50 x 48 Large Black Garbage Bags"	\$ 28.49
Amazon Capital Services	1HWL-GCGQ-KD3G	Staples White Paper Steno Pads, Gregg Ruled, 6 x 9"	\$ 27.02
Amazon Capital Services	1HWL-GCGQ-KD3G	Amazon Basics Wide Ruled Lined Writing Note Pads, 8.5 inch x 11.75 inch	\$ 13.68
Amazon Capital Services	1HWL-GCGQ-KD3G	Amazon Basic Care Flexible Fabric Adhesive Bandages	\$ 5.80
Amazon Capital Services	1HWL-GCGQ-KD3G	Kleenex Ultra Soft Tissues, 3-Ply, Pack of 6	\$ 21.62
Amazon Capital Services	1HWL-GCGQ-KD3G	Swan Hydrogen Peroxide Topical 32 Ounces (4 Pack)	\$ 17.45
Amazon Capital Services	1HWL-GCGQ-KD3G	Shipping & handling	\$ 17.95
Amazon Capital Services	1HWL-GCGQ-KD3G	Gloryang Thermal Printer Paper 8.5"x11 " US Letter Size, Thermal Paper	\$ 50.70
Amazon Capital Services	1HWL-GCGQ-KD3G	8 1/2 x 92' - Thermal Paper Rolls - E-Citation Paper"	\$ 239.00
Amazon Capital Services	1HWL-GCGQ-KD3G	Laptop Battery for Panasonic Toughbook	\$ 799.96
American Legion Auxiliary Unit 109	1	Community Grant - 250 Year Anniversary Military Lapel Pins and Celebration June 14, 2015	\$ 2,000.00
Ascent Broadband, LLC	FF37CBD2-0009	PW Internet Service - SCADA	\$ 75.00
Ascent Broadband, LLC	FF37CBD2-0009	PW Internet Service - SCADA	\$ 75.00
Ausmus Law Firm PC	9380	Contract prosecution	\$ 850.00
Autoplex Restyling Centers, Inc.	338335	Unit#226 SADDLE BOX, ALUMINUM, Brad D.	\$ (1,099.99)
Autoplex Restyling Centers, Inc.	338336	Unit#227 SADDLE BOX, ALUMINUM, Kyle C.	\$ (1,100.00)
Axon Enterprise, Inc.	INUS339721	Fleet camera	\$ 4,237.81
Ayres Associates Inc.	222007	Professional Services - Meetings	\$ 1,475.00
Ayres Associates Inc.	221874	General Planning Services	\$ 3,223.50
Ayres Associates Inc.	221874	Planning Services - Cust# 307 - Bower North	\$ 1,931.00
Ayres Associates Inc.	221874	Planning Services - Cust# 233 - Moody Project	\$ 314.50
Ayres Associates Inc.	221874	Planning Services - CP-2025-01 The Reserve Concept	\$ 82.50
Ayres Associates Inc.	221874	Planning Services - USR2025-01 - AT&T Cell Tower	\$ 1,868.00
Ayres Associates Inc.	222007	Planning Services - Cust# 265 - Black Hollow Sun II	\$ 420.00
Ayres Associates Inc.	222007	Planning Services - Cust# 307 - Bower North	\$ 1,500.00
Ayres Associates Inc.	222007	Planning Services - PP-2025-02 Buffalo Creek	\$ 85.00
Ayres Associates Inc.	222015	Town of Severance - Community Park (G-25-CP)	\$ 22,167.92
Ayres Associates Inc.	222023	Town of Serverance - Traffic Signals Harmony/Ponderosa	\$ 185.00
Ayres Associates Inc.	222025	Severance CR80/23 Bridge Rehab CDOT SA#26220 (TR-2402)	\$ 1,757.50
Ayres Associates Inc.	222022	Town of Severance Timber Ridge to Fox (Admin-2303)	\$ 1,952.50
Banner Occupational Health Clinics	885255	MAR25 SVCS	\$ 814.50
Baseline Associates, Inc.	5051	Pre-Employment - 25-0483	\$ 200.00
Carson Repair LLC	1039	#333 Service - Oil & Filters- Backhoe	\$ 1,086.80
Carson Repair LLC	1044	#332 Service - Oil & Filters- Backhoe	\$ 1,554.39
Caselle, Inc.	140030	Caselle Software Support	\$ 2,405.00
Caselle, Inc.	139780	Doculivry Printing and Mailing 61 W2s	\$ 33.60
CEBT	INV 0074636	Monthly Health Insurance	\$ 46,886.64
CEBT	INV 0074636	Monthly Health Insurance	\$ 46,886.64
CEBT	INV 0074636	Monthly Health Insurance	\$ (46,886.64)
CIRSA	WINV1000319	Workers' Compensation Coverage	\$ 446.63
CIRSA	WINV1000426	Workers' Compensation Coverage	\$ 94.40
CIRSA	INV1001436	Property/Casualty Coverage	\$ 1,210.36
CIRSA	WINV1000319	Workers' Compensation Coverage	\$ 223.32
CIRSA	WINV1000426	Workers' Compensation Coverage	\$ 47.20
CIRSA	INV1001436	Property/Casualty Coverage	\$ 605.18
CIRSA	WINV1000319	Workers' Compensation Coverage	\$ 1,473.88
CIRSA	WINV1000426	Workers' Compensation Coverage	\$ 311.51
CIRSA	INV1001436	Property/Casualty Coverage	\$ 3,994.20
CIRSA	INV1001507	Bond - N. Wharton	\$ 350.00
CIRSA	WINV1000319	Workers' Compensation Coverage	\$ 1,563.21
CIRSA	WINV1000426	Workers' Compensation Coverage	\$ 330.39
CIRSA	INV1001436	Property/Casualty Coverage	\$ 4,236.27
CIRSA	INV1001507	Bond - M. Gapp	\$ 350.00
CIRSA	WINV1000319	Workers' Compensation Coverage	\$ 7,146.08
CIRSA	WINV1000426	Workers' Compensation Coverage	\$ 1,510.36
CIRSA	INV1001436	Property/Casualty Coverage	\$ 19,365.81
CIRSA	WINV1000319	Workers' Compensation Coverage	\$ 1,920.51
CIRSA	WINV1000426	Workers' Compensation Coverage	\$ 405.91
CIRSA	INV1001436	Property/Casualty Coverage	\$ 5,204.56
CIRSA	WINV1000319	Workers' Compensation Coverage	\$ 1,429.22
CIRSA	WINV1000426	Workers' Compensation Coverage	\$ 302.07
CIRSA	INV1001436	Property/Casualty Coverage	\$ 3,873.16
CIRSA	WINV1000319	Workers' Compensation Coverage	\$ 893.26
CIRSA	WINV1000426	Workers' Compensation Coverage	\$ 188.79
CIRSA	INV1001436	Property/Casualty Coverage	\$ 2,420.73

TOWN OF SEVERANCE PAYABLES 4/1/25 - 4/30/25			
Vendor Name	Invoice Number	Description	Amount Paid
CIRSA	WINV1000319	Workers' Compensation Coverage	\$ 178.65
CIRSA	WINV1000426	Workers' Compensation Coverage	\$ 37.76
CIRSA	WINV1000319	Workers' Compensation Coverage	\$ 1,674.86
CIRSA	WINV1000426	Workers' Compensation Coverage	\$ 353.99
CIRSA	INV1001436	Property/Casualty Coverage	\$ 5,023.01
CIRSA	WINV1000319	Workers' Compensation Coverage	\$ 111.66
CIRSA	WINV1000426	Workers' Compensation Coverage	\$ 23.60
CIRSA	WINV1000319	Workers' Compensation Coverage	\$ 1,540.87
CIRSA	WINV1000426	Workers' Compensation Coverage	\$ 325.67
CIRSA	INV1001436	Property/Casualty Coverage	\$ 4,478.34
CIRSA	WINV1000319	Workers' Compensation Coverage	\$ 66.98
CIRSA	WINV1000426	Workers' Compensation Coverage	\$ 14.16
CIRSA	WINV1000319	Workers' Compensation Coverage	\$ 89.33
CIRSA	WINV1000426	Workers' Compensation Coverage	\$ 18.88
CIRSA	INV1001436	Property/Casualty Coverage	\$ 423.63
CivicPlus	332212	Annual - CivicEngage Central 5/6/2025-5/5/2026	\$ 10,465.61
Cobb Lake Regional Water Treatment Autho	105	Partner Contribution for Budget Year 2025 (IW-25-CLRWTP)	\$ 100,026.47
Code 4 Security Services, LLC	2025-0730	Court Security	\$ 188.00
Code 4 Security Services, LLC	2025-0731	Court Security	\$ 188.00
Collins Control & Electric, Inc.	15812	Generator Maintenance / We can split between the buildings if needed	\$ 5,288.89
Colorado Civil Group Inc.	0042.0000.00-98	General Services	\$ 4,473.76
Colorado Civil Group Inc.	0042.0000.01-06	General Engineering GIS	\$ 40.63
Colorado Civil Group Inc.	0042.0000.11-37	Pending Projects	\$ 818.14
Colorado Civil Group Inc.	0042.0001.08-51	#276 Tailholt 4F Medody Homes	\$ 335.00
Colorado Civil Group Inc.	0042.0001.12-20	#286 - Waterfowl Way Ext	\$ 1,340.01
Colorado Civil Group Inc.	0042.0006.03-01	CP-2025-01 The Reserve Concept	\$ 751.25
Colorado Civil Group Inc.	0042.0009.04-12	PP-2025-01 WinDance PP	\$ 121.88
Colorado Civil Group Inc.	0042.0014.03-24	#233 - Moody Project	\$ 1,810.64
Colorado Civil Group Inc.	0042.0017.03-02	ANNEX-2025-01 Cordero Estates	\$ 3,844.39
Colorado Civil Group Inc.	0042.0024.01-08	#307 Bower North Annexation	\$ 3,957.51
Colorado Civil Group Inc.	0042.0009.03-52	#193 - Severance South	\$ 2,576.89
Colorado Civil Group Inc.	0042.0510.00-35	TR2201-TrafficSig 19&E.Harmony	\$ 7,701.27
Colorado Civil Group Inc.	0042.0000.09-36	General Engineering Water Fund	\$ 1,210.50
Colorado Civil Group Inc.	0042.0000.21-20	Design Criteria-Const.Standard	\$ 446.88
Colorado Civil Group Inc.	0042.0506.10-06	W-2302 Greeley Emergency Interconnect	\$ 325.00
Colorado Civil Group Inc.	0042.0506.12-09	NWCWD Coordination	\$ 1,259.39
Colorado Civil Group Inc.	0042.0507.00-65	WW-2004 Wastewater Master Plan	\$ 731.26
Colorado Civil Group Inc.	0042.0000.10-35	Capital Improvement Projects	\$ 327.50
Comcast	238016277	Town Hall Internet	\$ 449.21
Comcast	238016277	PD Internet	\$ 449.21
Comcast	0007882 0425	10000 E Harmony Rd	\$ 246.68
Comcast	238016277	PW Internet	\$ 299.36
Connecting Point Greeley	CW144757	Monthly Billing for March	\$ 7,450.00
Connecting Point Greeley	CW144966	Monthly Billing for April	\$ 9,110.00
Connecting Point Greeley	CW144967	Project # 913 / Entra join and setup Printix	\$ 12,775.00
Connecting Point Greeley	CW144992	Ticket # 364190 / Need IT Rep Wed, April 2nd - AXON Cam Install	\$ 712.50
Connecting Point Greeley	CW144994	Onboarding Project Fee	\$ 8,500.00
Connecting Point Greeley	CW144879	HP PROBOOK 450 DYMO LABELWRITER	\$ 221.21
Connell Resources, Inc.	22570-70000107	Road Base- Cr90 re-hab with Weld Cty	\$ 18,129.31
Core & Main LP	W671435	FEBCO 1 825YA ANGLE PATTERN REDUCED PRESSURE BACKFLOW W/BALL VALVES	\$ 1,164.08
DBC Irrigation Supply	S5810112.001	Blue Spruce Supplies	\$ 53.37
Dean Contracting, Inc.	3210	Public Works Gate Entry Repair Apr 2025- Power surge	\$ 900.00
Dept Public Health Environment	E250125	Wastewater Testing	\$ 1,545.50
Direct Discharge Consulting, LLC	2911	ORC Services	\$ 825.00
Direct Discharge Consulting, LLC	2911	ORC Services	\$ 825.00
DNAV Inc	2579	NADiv Gooseneck microphone installed at podium in council chambers	\$ 380.00
E-470 Public Highway Authority	2101128110	Express Toll - Unit#001	\$ 21.40
E-470 Public Highway Authority	2101862882	Express Toll - Unit#227	\$ 37.35
E-470 Public Highway Authority	2101128110	Express Toll - Unit#225/ Storm water class	\$ 4.60
EAS Tire & Auto LLC	35540	#228 Service, Parts, & Labor	\$ 66.72
EAS Tire & Auto LLC	35498	#008 Inspection, Service, Alignment, Repair, & Labor	\$ 2,646.19
EAS Tire & Auto LLC	35522	#008 Service, Repair, & Labor	\$ 3,627.00
EAS Tire & Auto LLC	35408	#014 Inspection, Service, Parts, & Labor	\$ 3,428.75
EAS Tire & Auto LLC	35451	#006 Service, Deferred Service, Parts, & Labor	\$ 919.86
Eaton School District RE-2	03312025	School Impact Fee Remittance	\$ 2,253.00
ELAN Corporate Payment Systems	8100 0425	FBI LEEDA INC PIO training	\$ 795.00
ELAN Corporate Payment Systems	8100 0425	ZOOM.COM 888-799-9666 Annual Subscription for Planning	\$ 156.90
ELAN Corporate Payment Systems	8100 0425	ZOOM.COM 888-799-9666 Annual Subscription for Planning	\$ 45.45
ELAN Corporate Payment Systems	8100 0425	OPENAI *CHATGPT SUBSCR chatGPT subscription	\$ 20.00
ELAN Corporate Payment Systems	8100 0425	OPENAI *CHATGPT SUBSCR Monthly Subscription	\$ 20.00
ELAN Corporate Payment Systems	8100 0425	OPENAI *CHATGPT SUBSCR	\$ 20.00
ELAN Corporate Payment Systems	8100 0425	DOCUSIGN INC. Annual Subscription	\$ 1,800.00
ELAN Corporate Payment Systems	8100 0425	DROPBOX FAX MONTHLY Monthly Subscription	\$ 29.97
ELAN Corporate Payment Systems	8100 0425	MSFT * E0200VRRQK	\$ 443.92
ELAN Corporate Payment Systems	8100 0425	CO MOTOR VEH SERV EMV Loup Res agreement recording	\$ 21.44
ELAN Corporate Payment Systems	8100 0425	EB *CONFLUENCE COLORAD Water Conference	\$ 256.77
ELAN Corporate Payment Systems	8100 0425	COLORADO MUNICIPAL CLERKS Sarah Jacobsen CMCA Education class 4.4.25	\$ 108.45
ELAN Corporate Payment Systems	8100 0425	EZCATER*NEWKS EATERY Town Council meal 3.25.25	\$ 323.13
ELAN Corporate Payment Systems	8100 0425	TST*WEKNEADDONUTS - JOHN Staff food	\$ 25.93
ELAN Corporate Payment Systems	8100 0425	TST*BUTTERS BREAKFAST & Mayor/Manager Meal (Bizwest Confluence)	\$ 67.20
ELAN Corporate Payment Systems	8100 0425	COLORADO CONVENTION CE	\$ 21.00
ELAN Corporate Payment Systems	8100 0425	EZCATER*QDOBA Town Council 4.22.25 Meal	\$ 256.26
ELAN Corporate Payment Systems	8100 0425	EZCATER*POTBELLY SANDW 4.16.25 Planning Commission Meal	\$ 173.35
ELAN Corporate Payment Systems	8100 0425	SONNENALP RESORT OF VA Judge Stephens Conference 4.24.25	\$ 220.00
ELAN Corporate Payment Systems	8100 0425	PROPERTYRECORD.COM Property Search	\$ 1.00
ELAN Corporate Payment Systems	8100 0425	PROPERTYRECORD.COM	\$ 7.00
ELAN Corporate Payment Systems	8100 0425	GRAND HYATT DENVER ICMA Regional Conference Credits	\$ (60.69)
ELAN Corporate Payment Systems	8100 0425	GRAND HYATT DENVER ICMA Regional Conference Credits	\$ (11.45)
ELAN Corporate Payment Systems	8100 0425	GRAND HYATT DENVER ICMA Regional Conference Credits	\$ (72.14)
ELAN Corporate Payment Systems	8100 0425	RUNZA LOVELAND Mayor/Manager Lunch (NISP Workshop) - Refused to remove Tax	\$ 22.17
ELAN Corporate Payment Systems	8100 0425	ICMA ONLINE	\$ 1,092.00
ELAN Corporate Payment Systems	8100 0425	TLF*LIL FLOWER SHOP	\$ 116.00
ELAN Corporate Payment Systems	8100 0425	DROPBOX 4GSTG3SPQN9Z Admin Annual Subscription	\$ 119.88
ELAN Corporate Payment Systems	8100 0425	APPLE.COM/BILL iCloud+ Subscription	\$ 0.99
ELAN Corporate Payment Systems	8100 0425	SQ *COLORADO ASSOCIATION Abigail Valdivia Ramirez Training and Membership	\$ 125.00
ELAN Corporate Payment Systems	8100 0425	GOVERNMENT FINANCE OFF Webinar GFOA Intermediate Accounting	\$ 650.00
ELAN Corporate Payment Systems	8100 0425	SQ *NOCO TEA-2-GO LLC Admin Day gift card	\$ 15.00
ELAN Corporate Payment Systems	8100 0425	TLO TRANSUNION	\$ 169.40
ELAN Corporate Payment Systems	8100 0425	WP*SIERRA6PRECISION.CO PRECISION RIFLE COURSE D. KLINE	\$ 375.00
ELAN Corporate Payment Systems	8100 0425	WP*SIERRA6PRECISION.CO PRECISION RIFLE FOR C. STECKER	\$ 375.00
ELAN Corporate Payment Systems	8100 0425	SOUTHWES 5262334315915 Geri going to NASRO conference	\$ 188.96
ELAN Corporate Payment Systems	8100 0425	SWA*EARLYBRDS264274124613 Geri going to NASRO conference	\$ 50.50
ELAN Corporate Payment Systems	8100 0425	SOUTHWES 5262334990207 Geri going to NASRO conference	\$ 188.96
ELAN Corporate Payment Systems	8100 0425	SOUTHWES 5262334315915 Geri going to NASRO conference	\$ (239.46)

TOWN OF SEVERANCE PAYABLES 4/1/25 - 4/30/25			
Vendor Name	Invoice Number	Description	Amount Paid
ELAN Corporate Payment Systems	8100 0425	HAD*HARRY & DAVID Sent to dispatch for communications week/I was unable to get a response for the taxes from their	\$ 130.81
ELAN Corporate Payment Systems	8100 0425	HOW YA DOIN PIZZA LLC	\$ 25.00
ELAN Corporate Payment Systems	8100 0425	CABIN AT GRAND HOTEL	\$ 26.00
ELAN Corporate Payment Systems	8100 0425	BACKDOOR GRILL Dinner	\$ 24.00
ELAN Corporate Payment Systems	8100 0425	GRAND CAFE GIFT SHOP	\$ 18.92
ELAN Corporate Payment Systems	8100 0425	TST* MOE'S ORIGINAL BBQ -	\$ 30.10
ELAN Corporate Payment Systems	8100 0425	4IMPRINT, INC Junior Officer Stickers	\$ 200.63
ELAN Corporate Payment Systems	8100 0425	2A WAREHOUSE Rifle Training Ammo	\$ 1,012.49
ELAN Corporate Payment Systems	8100 0425	MILE HIGH SHOOTING ACCESS Rifle Duty Ammo. For Issue and Precesion Marksman Course for Doug & Connor	\$ 978.00
ELAN Corporate Payment Systems	8100 0425	ARROWHEAD FORENSICS DUI Kits	\$ 68.91
ELAN Corporate Payment Systems	8100 0425	FSP*TOPSHELF PRINTERS Uniform Shirts and Hats for PW	\$ 442.44
ELAN Corporate Payment Systems	8100 0425	WINDSOR ACE HDWE For the shelves to store the sanders and mag tanks on that were taken out of the quanset hut.	\$ 24.99
ELAN Corporate Payment Systems	8100 0425	MR. YO'S LLC Hosted a Cirsra training and purchased donuts for all who attended.	\$ 47.90
ELAN Corporate Payment Systems	8100 0425	IN *BASELINE, INC Annual Fee for Baseline Systems Irrigation Controller	\$ 519.00
ELAN Corporate Payment Systems	8100 0425	ASSOCIATED LANDSCAPE CONT SLM Cert test Brad Davison	\$ 50.00
ELAN Corporate Payment Systems	8100 0425	CO LTAP Zac Porth LTAP RS1 final	\$ 50.00
ELAN Corporate Payment Systems	8100 0425	FSP*TOPSHELF PRINTERS Open Carry Stickers	\$ 128.75
ELAN Corporate Payment Systems	8100 0425	FSP*TOPSHELF PRINTERS Uniform Shirts and Hats for PW	\$ 451.12
ELAN Corporate Payment Systems	8100 0425	PT HOSE AND BEARING - FOR Fittings for Water Truck	\$ 109.18
ELAN Corporate Payment Systems	8100 0425	EATON GROVE NURSERY Myke for tree plating	\$ 599.40
ELAN Corporate Payment Systems	8100 0425	HYATT REGENCY DENVER CC	\$ 629.00
ELAN Corporate Payment Systems	8100 0425	COLORADO CONVENTION CE	\$ 15.50
ELAN Corporate Payment Systems	8100 0425	HYATT REG DENVER CC F&B	\$ 8.67
ELAN Corporate Payment Systems	8100 0425	VISTAPRINT Regina Olson Business Cards	\$ 48.48
ELAN Corporate Payment Systems	8100 0425	FSP*TOPSHELF PRINTERS Uniform Shirts and Hats for PW	\$ 275.40
ELAN Corporate Payment Systems	8100 0425	THE HOME DEPOT #1544 # 26 Community Gardens/Timber screws for Community Gardens	\$ 57.47
EPS Group Inc.	1136-001-105	#270 Severance Storage - Professional Services	\$ 375.00
Ferguson Waterworks #1116	1590946	NEPTUNE 360 AMR, 2 ANNUAL ENTITLEMENT FEE BELTCLIP	\$ 4,660.25
Fidelity National Title Co	24887921	O&E Report - 231 W 4th Ave Severance	\$ 5.00
Fort Collins Heating & Air Inc	157615574	TH- Bi-Annual HVAC Service CUSA PM - Spring	\$ 1,343.06
Fort Collins Heating & Air Inc	158001144	Town Hall HVAC maintenance	\$ 372.55
Fort Collins Heating & Air Inc	157589181	PD- Bi-Annual HVAC Service CUSA PM - Spring	\$ 404.10
Fort Collins Heating & Air Inc	157613279	PW- Bi-Annual HVAC Service CUSA PM - Spring	\$ 808.03
Fort Collins Heating & Air Inc	157613455	PW- Bi-Annual HVAC Service CUSA PM - Spring	\$ 814.16
Fransen Pittman General Contractors	013	PD Renovation	\$ 787.48
Freedom Mailing Services Inc	50215	Tornado Siren Mailer	\$ 2,644.06
Freedom Mailing Services Inc	50101	Clean-Up Day Mailer	\$ 2,617.94
Freedom Mailing Services Inc	50059	Postcard Billing Processing	\$ 762.72
Freedom Mailing Services Inc	50059	Delinquent Notices	\$ 140.88
Freedom Mailing Services Inc	50059	Postcard Billing Processing	\$ 762.71
Freedom Mailing Services Inc	50059	Delinquent Notices	\$ 140.87
Front Range Compliance Services, LLC	11370	MVR Service - Colorado	\$ 36.00
Frontier Business Products	965655	TH - Copy Machine 94244	\$ 136.12
Frontier Business Products	965655	TH - Color Copies 94244	\$ 107.11
Frontier Business Products	965195	PD - Copy Machine 96081	\$ 56.42
Frontier Business Products	965195	PD - 96081 Color Copies	\$ 52.68
Frontier Business Products	969375	PD - Copy Machine 96081	\$ 56.42
Frontier Business Products	969375	PD - 96081 Color Copies	\$ 83.40
Frontier Business Products	965655	PW - Copy Machine 94240	\$ 136.11
Frontier Business Products	965655	PW - Color Copies 94240	\$ 21.57
GLH Construction, LLC	201124326	Asphalt Repair - Castle Dr Main line water break repair	\$ 6,123.78
Grainger	9475142379	CAM AND GROOVE ADAPTER,1	\$ 17.36
Grainger	9475142387	ENGINE DRIVEN UTILITY PUMP,25CC,1 - Tree City USA"	\$ 516.50
Grainger	9475142395	WATER SUCTION AND DISCHARGE HOSE - Tree City USA	\$ 146.50
Graves Consulting LLC	20250429	Consulting Services #146	\$ 3,850.00
Graves Consulting LLC	20250325	Consulting Services (G-25-MPS)	\$ 3,850.00
Hayashi & Macsalka, LLC	922	General Legal Services	\$ 10,023.00
Hayashi & Macsalka, LLC	925	Travel Time	\$ 520.00
Hayashi & Macsalka, LLC	926	#233 Northgate Lake Preliminary Plat Development Review	\$ 195.00
Hayashi & Macsalka, LLC	927	#286 - Waterfowl Way Ext - Development Review	\$ 1,150.50
Hayashi & Macsalka, LLC	923	CIP Projects Legal Services - PROG-WATER2-NISP Program	\$ 58.50
Hayashi & Macsalka, LLC	923	CIP Projects Legal Services - P-2402-Loup Reservoir	\$ 136.50
Hospitality Supply, Inc.	91998	Multi-Fold Towels & Industrial bleach	\$ 111.27
Ideal Fencing, LLC	25-043-1	SEVERANCE GUARDRAIL REPAIRS	\$ 7,450.00
Ideal Fencing, LLC	25-043-2	SEVERANCE GUARDRAIL REPAIRS	\$ 3,200.00
Indigo Water Group, LLC	7940	Access to Courses	\$ 1,320.00
Indigo Water Group, LLC	8181	Seminar Registration Fee April 8 - 9, 2025 in Northglenn, CO	\$ 350.00
JR Engineering, LLC	86473	233 Moody Project - Attend Meeting with Town	\$ 920.40
JR Engineering, LLC	86474	616 Harmony & Ponderosa/Shoreview Warrant Analysis	\$ 300.00
Ken Garff Ford Greeley	FTHS69193	#008 REPLACED AUTO TRANS ASSY, DRIVE BELT, VALVE COVER GASKETS, RADIATOR HOSE, PTU, DRIVER REAR WHEEL HU	\$ 13,509.56
La Salle Oil Co.	197883	Fuel	\$ 1,743.84
La Salle Oil Co.	198259	Fuel	\$ 1,479.15
La Salle Oil Co.	198260	Diesel Fuel	\$ 1,845.25
Lands End Business Outfitters	SIN12977943	Finance Uniforms	\$ 280.84
Language Line Services, Inc.	11566790	Interpretation	\$ 6.16
LightGig Communications, LLC	E9C3EE84-0005	Severance Town Hall Service	\$ 120.00
Li'l Flower Shop	018578	Fresh arrangement - Baby Boy	\$ 119.95
MAC Equipment, Inc.	501199	#552 Oil Change, replacements, service	\$ 1,687.61
MAC Equipment, Inc.	502640	#558? Oil Change & service	\$ 498.47
MAC Equipment, Inc.	504794	#550 Oil Change, spring service	\$ 749.99
MAC Equipment, Inc.	499800	FLUID, HYDRAULIC for Boss plows	\$ 102.78
MAC Equipment, Inc.	504701	MILWAUKEE 3033-20 M18 FUEL 24IN HEDGE TRIMMER	\$ 251.10
MAIL'N COPY INC	689054	Merry Christmas Cards	\$ (60.00)
Maxey Trailer Sales & Truck Fitting	254030	#_ New Parks Trailer Parts # 226- # 224 - 2 5/16	\$ 97.90
McDonald Farms	0142593-IN	HAULING/ WWTP SLUDGE FROM WINDSOR-WW2401 #140	\$ 1,261.50
Moltz Construction Inc	2597	Severance Pond Liner	\$ 78,719.57
Mountain High Disposal	93161	Recycling Services	\$ 15.00
Mountain High Disposal	93161	Trash Services	\$ 30.00
Next Step Communications, LLC	15091	Starlink Monthly Rental for Lakeview City Park	\$ 250.00
Next Step Communications, LLC	15091	Starlink Monthly Rental for Severance Community Park	\$ 250.00
Next Step Communications, LLC	15252	Starlink Monthly Rental for 100 Waterfowl Way	\$ 350.00
Next Step Communications, LLC	14530	TH Camera Upgrade (Capital Facilities TH)	\$ 4,125.00
Next Step Communications, LLC	14531	STARLINK INSTALLATION (Capitail Facilities- Parks)	\$ 550.00
Next Step Communications, LLC	14533	Camera Upgrades to Deterrence Feature & PTZ Auto Track - Water town	\$ 2,550.00
North Weld County Water District	3386000 0325	Water Meter-Account #3386000	\$ 36,995.86
North Weld County Water District	3654000 0325	Water Meter-Account #3654000	\$ 29.94
North Weld County Water District	6546000 0325	Water Meter-Account #6546000	\$ 18,398.13
North Weld County Water District	3386000 0425	Water Meter-Account #3386000	\$ 36,472.48
North Weld County Water District	3654000 0425	Water Meter-Account #3654000	\$ 29.94
North Weld County Water District	6546000 0425	Water Meter-Account #6546000	\$ 14,036.22
PageFreezer Software, Inc.	INV-18742	PageFreezer for Social Media/NextDoor Archiving Term: May 07, 2025 to May 06, 2026	\$ 1,409.00
Poudre Valley REA	135 0325	Bridle Ridge Cir - PS	\$ (31.68)
Poudre Valley REA	135 0325	Bridle Ridge Cir - PS	\$ 31.68
Poudre Valley REA	135 0325	Streetslights, Saddler Arena	\$ (179.44)

TOWN OF SEVERANCE PAYABLES 4/1/25 - 4/30/25			
Vendor Name	Invoice Number	Description	Amount Paid
Poudre Valley REA	135 0325	Streetlights, Saddler Arena	\$ 179.44
Poudre Valley REA	135 0325	Bridle Ridge Cir - PS	\$ 31.68
Poudre Valley REA	135 0325	Streetlights, Saddler Arena	\$ 179.44
Poudre Valley REA	135 0325	36252 Evans St - Power Source	\$ 43.77
Poudre Valley REA	135 0325	36252 Evans St - Power Source	\$ (43.77)
Poudre Valley REA	135 0325	CO RD 23 and Belmon Dr	\$ 30.37
Poudre Valley REA	135 0325	CO RD 23 and Belmon Dr	\$ (30.37)
Poudre Valley REA	135 0325	CO RD 80 and Rangeview Drive	\$ 27.21
Poudre Valley REA	135 0325	CO RD 80 and Rangeview Drive	\$ (27.21)
Poudre Valley REA	135 0325	Streetlights, Casa Loma	\$ 139.84
Poudre Valley REA	135 0325	Streetlights, Casa Loma	\$ (139.84)
Poudre Valley REA	135 0325	Streeltlights, Belmont Farms	\$ 231.42
Poudre Valley REA	135 0325	Streeltlights, Belmont Farms	\$ (231.42)
Poudre Valley REA	135 0325	Streetlights, Soaring Eagle	\$ 198.64
Poudre Valley REA	135 0325	Streetlights, Soaring Eagle	\$ (198.64)
Poudre Valley REA	135 0325	Steetlights, Summit View	\$ (430.86)
Poudre Valley REA	135 0325	Steetlights, Summit View	\$ 430.86
Poudre Valley REA	135 0325	Streetlights, Foxridge	\$ (108.63)
Poudre Valley REA	135 0325	Streetlights, Foxridge	\$ 108.63
Poudre Valley REA	135 0325	Streetlights, Sunset Ridge	\$ (258.97)
Poudre Valley REA	135 0325	Streetlights, Sunset Ridge	\$ 258.97
Poudre Valley REA	135 0325	Streetlights, Severance Shores	\$ (230.72)
Poudre Valley REA	135 0325	Streetlights, Severance Shores	\$ 230.72
Poudre Valley REA	135 0325	75 Flat Iron Ln Power Source	\$ (69.48)
Poudre Valley REA	135 0325	75 Flat Iron Ln Power Source	\$ 69.48
Poudre Valley REA	135 0325	Streetlights, Hidden Valley Farms	\$ (1,499.07)
Poudre Valley REA	135 0325	Streetlights, Hidden Valley Farms	\$ 1,499.07
Poudre Valley REA	135 0325	Streelights, CO RD 74 & 19	\$ (13.61)
Poudre Valley REA	135 0325	Streelights, CO RD 74 & 19	\$ 13.61
Poudre Valley REA	135 0325	36252 Evans St - Power Source	\$ 43.77
Poudre Valley REA	135 0325	CO RD 23 and Belmon Dr	\$ 30.37
Poudre Valley REA	135 0325	CO RD 80 and Rangeview Drive	\$ 27.21
Poudre Valley REA	135 0325	Streetlights, Casa Loma	\$ 139.84
Poudre Valley REA	135 0325	Streeltlights, Belmont Farms	\$ 231.42
Poudre Valley REA	135 0325	Streetlights, Soaring Eagle	\$ 198.64
Poudre Valley REA	135 0325	Steetlights, Summit View	\$ 430.86
Poudre Valley REA	135 0325	Streetlights, Foxridge	\$ 108.63
Poudre Valley REA	135 0325	Streetlights, Sunset Ridge	\$ 258.97
Poudre Valley REA	135 0325	Streetlights, Severance Shores	\$ 230.72
Poudre Valley REA	135 0325	75 Flat Iron Ln Power Source	\$ 69.48
Poudre Valley REA	135 0325	Streetlights, Hidden Valley Farms	\$ 1,499.07
Poudre Valley REA	135 0325	Streelights, CO RD 74 & 19	\$ 13.61
Poudre Valley REA	135 0325	2880 Branding Iron Power	\$ (76.01)
Poudre Valley REA	135 0325	2880 Branding Iron Power	\$ 76.01
Poudre Valley REA	135 0325	2880 Branding Iron Power	\$ 76.01
Poudre Valley REA	135 0325	CO RD 21 and 76 1/2-water tank	\$ (1,428.07)
Poudre Valley REA	135 0325	CO RD 21 and 76 1/2-water tank	\$ 1,428.07
Poudre Valley REA	135 0325	CO RD 21 and 76 1/2-water tank	\$ 1,428.07
Poudre Valley REA	135 0325	629 Shoreview Pkwy-Lift Station	\$ (353.41)
Poudre Valley REA	135 0325	629 Shoreview Pkwy-Lift Station	\$ 353.41
Poudre Valley REA	135 0325	629 Shoreview Pkwy-Lift Station	\$ 353.41
Prairie Mountain Media	0000414167	Greeley Tribune - NOTICE OF PUBLIC	\$ 98.56
Ramey Environmental Compliance, Inc.,	29501	ORC Services - April	\$ 1,075.00
Ramey Environmental Compliance, Inc.,	29501	ORC Services - April	\$ 1,075.00
Republic Services, Inc	0642-001317231	Trash Services - Wastewater Plant Acct	\$ 88.05
Revelation Steel, LLC	350857	Community Garden Rebar Act #26	\$ 64.35
Road Runner Grading LLC	APR2025	Grading and base WCR 19- Rehab	\$ 47,920.00
SAFEbuilt Colorado, Inc.	1552849	Building Inspections, Permits, and Plan Reviews	\$ 23,290.89
SBS Services Group LLC	7564323	Town hall - routine janitorial	\$ 520.00
SBS Services Group LLC	7633456	TH - routine janitorial	\$ 520.00
SBS Services Group LLC	7566877	PD - routine janitorial	\$ 640.00
SBS Services Group LLC	7635877	PD - routine janitorial	\$ 640.00
Security Central, Inc.	989876	3 S. Timber Ridge Alarm Monitoring Service - Fire 04/01/2025 - 06/30/2025	\$ 352.56
Severance High School After Prom	MAR2025	Community Grant - After Prom Event 2025	\$ 1,500.00
Severance High School DECA	MAR2025	Community Grant - DECA 2025	\$ 2,000.00
Severance High School Key Club	MAR2025	Community Grant - Key Club 2025	\$ 2,000.00
Sign Solutions USA	416495	Anniversary Signs	\$ 10.18
Sign Solutions USA	416689	HIP 30 X 30" Sign Face Digita- W17-1 // SPEED HUMP // HIP Yellow 3931"	\$ 147.11
Sign Solutions USA	416689	HIP 080 30X30" Screen Printed- R3-7L // Left Lane Must Turn Left // HIP White 3930 // Federal"	\$ 122.29
Sign Solutions USA	416689	HIP 080 18X24" Screen Printed- W1-8L // CHEVRON (LEFT) // HIP Yellow 3931 // Federal"	\$ 91.42
Sign Solutions USA	416495	HIP .080 12 X 18" Sign - NOTICE Open Carry Of Deadly Weapons"	\$ 118.01
Tailored Technology Services, Inc	20766	Managed Services	\$ 7,551.08
Tailored Technology Services, Inc	20884	Managed Services 03/01/2025 - 03/31/2025	\$ 7,566.66
Team Petroleum, LLC	639945	WINDOW WASHER FLUID DRUM	\$ 149.70
Terracon Consultants Inc.	TN68605	Phase 1 Environmental Site Assessment	\$ 4,450.00
Town of Windsor	015265-000 0325	Wastewater Treatment	\$ 28,756.40
TransUnion Risk & Alternative Data, Inc	5453941-202501-1	Background Checks	\$ 75.00
TransUnion Risk & Alternative Data, Inc	5453941-202502-1	Background Checks	\$ 19.40
United Rentals North America, Inc.	246197898-001	Excavation safety training 3-25-2025	\$ 495.00
United Rentals North America, Inc.	246197898-001	Excavation safety training 3-25-2025	\$ 495.00
United Rentals North America, Inc.	246197898-001	Excavation safety training 3-25-2025	\$ 495.00
United Rentals North America, Inc.	246197898-001	Excavation safety training 3-25-2025	\$ 495.00
University Auto Parts, Inc.	438939	NAPA The Legend, NAPA Lawn and Garden Tractor, Core deposits- HYD JACK HAMMER	\$ 74.69
University Auto Parts, Inc.	438939	NAPA The Legend, NAPA Lawn and Garden Tractor, Core deposits-#225	\$ 199.99
UNUM Life Insurance Co America	03.25	Monthly Disability Insurance	\$ 2,145.38
Upper Case Printing Ink	2988	8.5x5.5 Tornado Siren Postcards 4/4	\$ 778.30
Upper Case Printing Ink	2952	Clean Up Day Lettercard	\$ 781.92
Upper Case Printing Ink	2906	#10 window envelopes - Shut Off notices	\$ 25.03
Upper Case Printing Ink	2906	#10 window envelopes - Shut Off notices	\$ 25.02
Utility Notification Center	225031395	RTL Transmissions	\$ 236.61
Utility Notification Center	225031395	RTL Transmissions	\$ 236.62
Vector Disease Control International, LL	PI-A00016162	2025 Mosquito Control Services 1 of 6	\$ 6,340.08
Verizon Wireless	6108847673	Phones	\$ 66.96
Verizon Wireless	6108847673	Phones	\$ 22.32
Verizon Wireless	6108847673	Phones	\$ 389.78
Verizon Wireless	6108847673	Phones	\$ 191.61
Verizon Wireless	6108847673	Phones	\$ 1,697.16
Verizon Wireless	6108847673	Phones	\$ 137.04
Verizon Wireless	6108847673	Phones	\$ 124.17
Verizon Wireless	6108847673	Phones	\$ 96.31
Verizon Wireless	6108847673	Phones	\$ 162.84
Verizon Wireless	6108847673	Phones	\$ 151.93
Verizon Wireless	6108847673	Phones	\$ 27.01
Viaflex, Inc	60001551	Severance WW Pond Reline/WW-2302	\$ 69,900.00

TOWN OF SEVERANCE PAYABLES 4/1/25 - 4/30/25			
Vendor Name	Invoice Number	Description	Amount Paid
Waste Management of Colorado, Inc	5375701-2534-5	PD Roll Off Trash Service	\$ 183.58
Waste Management of Colorado, Inc	5368225-2534-4	PW Trash Service	\$ 38.37
Waste Management of Colorado, Inc	5375701-2534-5	PW/Roll Off Trash Service	\$ 110.13
Waste Management of Colorado, Inc	5368225-2534-4	PW Trash Service	\$ 38.37
Waste Management of Colorado, Inc	5375701-2534-5	PW/Roll Off Trash Service	\$ 110.13
Waste Management of Colorado, Inc	5368225-2534-4	PW Trash Service	\$ 38.37
Waste Management of Colorado, Inc	5375701-2534-5	PW/Roll Off Trash Service	\$ 110.13
Waste Management of Colorado, Inc	5368225-2534-4	PW Trash Service	\$ 38.37
Waste Management of Colorado, Inc	5375701-2534-5	PW/Roll Off Trash Service	\$ 110.13
Waste Management of Colorado, Inc	5368225-2534-4	PW Trash Service	\$ 38.37
Waste Management of Colorado, Inc	5375701-2534-5	PW/Roll Off Trash Service	\$ 110.13
Watts Hydraulics Acquisition Corp	7320323	PRESSURE WASHER / Portable	\$ 11,690.00
Wear Parts and Equipment Co, Inc.	63832	H&L LONG POINT, 2-TAB FLEX PIN, PLOW BOLTGRADE 8, GR8 NUT PLN 5/8-11 unit #333	\$ 115.73
Weld County	104875	New Radio programming and system activation	\$ 52.00
Weld County	104887	Program/activate 1 new mobile radio, and alias update 3 portables	\$ 52.00
Weld County Health Department	E250168	Wastewater Testing	\$ 397.00
Weld County Information Technology	SEVERANCEPD-1Q2025-RSA	2025 Token Replacement	\$ 64.12
Weld County Public Trustees	04302025	Recording	\$ 53.00
Weld RE 4 School District	03312025	School Impact Fee Remittance	\$ 11,664.00
Western States Land Services LLC	5683	C207-1 - Neighsayer Acquisition	\$ 662.44
Western States Land Services LLC	5765	C207-1 - Neighsayer Acquisition	\$ 5,412.91
Western States Land Services LLC	5965	C207-1 - Neighsayer Acquisition	\$ 197.20
WEX BANK	103844389	Offsite Fuel	\$ 24.98
Wilson Williams Fellman Dittman	1493	General Counsel	\$ 13,740.17
Wilson Williams Fellman Dittman	1481	USR2025-01 - AT&T Tower	\$ 2,528.50
Wilson Williams Fellman Dittman	1481	ANNEX-2025-01 - Cordero Estates Annexation	\$ 137.50
Wilson Williams Fellman Dittman	1481	PP-2025-02 - Buffalo Creek Preliminary Plat	\$ 481.25
Windsor Ace Hardware	180746/4	Supplies Cr23 curb paint supplies	\$ 35.04
Windsor Ace Hardware	180837/4	Supplies Fountain install parts Blue Spruce pond	\$ 17.82
Windsor Ace Hardware	181023/4	Supplies	\$ 87.24
Windsor-Severance Fire Dist.	03312025	FPD Emergency Services Impact Fee Remittance	\$ 3,465.00
Xcel Energy	921116672	303987355 - 3 S Timber Ridge Pkwy	\$ 848.38
Xcel Energy	921116672	301274394 - 209 1st St Bldg Fire	\$ 646.15
Xcel Energy	921116672	301757929 - 312 1st St	\$ 359.49
Xcel Energy	920217841	301396786 - 11538 County Road 74 Bldg Seve	\$ 528.90
Xcel Energy	921116672	301396786 - 11538 County Road 74 Bldg Seve	\$ 325.30
Xcel Energy	921116672	304683265 - 410 Immigrant Trail - Settlers Landing HOA	\$ 14.26
Xcel Energy	921115163	Street Lighting	\$ 3,861.73
Xcel Energy	920217841	304881524 - 145 3rd St	\$ 1,764.83
Xcel Energy	921116672	304881524 - 145 3rd St	\$ 971.19
Xcel Energy	920217841	304182684 - 231 W 4th Ave Unit Pump	\$ 149.32
Xcel Energy	920217841	304920983 - 100 Waterfall Way	\$ 30.32
Xcel Energy	920217841	304920986 - 101 Waterfall Way	\$ 134.07
Xcel Energy	921116672	300942323 - 10822 County Road 74 Bldg Stoc	\$ 12.75
Xcel Energy	921116672	301443761 - 1020 Mahogany Dr Unit Pump	\$ 381.62
Xcel Energy	921116672	301456912 - 336 1st St	\$ 160.26
Xcel Energy	921116672	301597386 - 400 Timber Ridge Pkwy Unit Spkl	\$ 13.20
Xcel Energy	921116672	301709610 - 57/16 2-6-67 Pump	\$ 11.00
Xcel Energy	921116672	301748145 - 410 Timber Ridge Pkwy Unit Spkl	\$ 13.07
Xcel Energy	921116672	301872364 - 513 1/2 Broadview Dr	\$ 94.99
Xcel Energy	921116672	301894204 - 50 Timber Ridge Pkwy	\$ 75.01
Xcel Energy	921116672	304182684 - 231 W 4th Ave Unit Pump	\$ 139.81
Xcel Energy	921116672	304920986 - 101 Waterfall Way	\$ 109.20
Xcel Energy	921240061	Natural Gas	\$ 58.15
Xcel Energy	920217841	300954583 - 20/15 2-6-67 Sewage Plant	\$ 2,495.26
Xcel Energy	921116672	300954583 - 20/15 2-6-67 Sewage Plant	\$ 2,526.45
Xcel Energy	921116672	302039930 - 1236 1/2 Baldridge Dr Unit Lift	\$ 273.39
Total:			\$ 1,057,553.96



Mon June 2nd, 2025

Attn: Town Council and Stakeholders

Re: Financial Statement Review

The Interim Financial Statements for **April 2025** for the Town of Severance have been reviewed and can be published as part of the **June 10th, 2025** Town Council Consent Agenda.

All the best,

A handwritten signature in black ink, appearing to read "E. Lemus".

Efrain Lemus, MBA, CPA
Finance Director

TOWN OF SEVERANCE
COMBINED CASH INVESTMENT
APRIL 30, 2025

COMBINED CASH ACCOUNTS

01-100700	CASH ON HAND	654
01-101000	BANK OF CO- CHECKING ***1469	196,636
01-101500	BANK OF CO CREDIT CARD ***1481	7,676
01-101600	BANK OF CO CASH OUTLAY ***8205	(180,917)
01-102100	COLOTRUST - 8001	14,481,250
01-102110	COLOTRUST - 4001	1,052
01-102180	UMB SAFEKEEPING	50,809,271
01-106000	XPRESS DEPOSIT ACCOUNT	42,545
01-107700	CASH CLEARING - WSFR	(3,927)
01-107800	CASH CLEARING - SD RE-4	(14,580)
	TOTAL COMBINED CASH	65,339,662
01-100000	CASH ALLOCATED TO OTHER FUNDS	(65,339,662)

TOTAL UNALLOCATED CASH

CASH ALLOCATION RECONCILIATION

10	ALLOCATION TO GENERAL FUND	25,115,053
11	ALLOCATION TO CONSERVATION TRUST FUND	365,770
12	ALLOCATION TO TRANSPORTATION FUND	4,218,216
13	ALLOCATION TO PARKS FUND	536,950
14	ALLOCATION TO PUBLIC FACILITIES FUND	466,118
15	ALLOCATION TO PUBLIC SAFETY FUND	283,000
41	ALLOCATION TO FLEET FUND	590,067
51	ALLOCATION TO WATER FUND	17,843,394
52	ALLOCATION TO WASTEWATER FUND	14,835,423
53	ALLOCATION TO STORMWATER FUND	1,787,386
75	ALLOCATION TO CAPITAL PROJECTS	(701,716)
	TOTAL ALLOCATIONS TO OTHER FUNDS	65,339,662
	ALLOCATION FROM COMBINED CASH FUND - 01-100000	(65,339,662)

ZERO PROOF IF ALLOCATIONS BALANCE

TOWN OF SEVERANCE

BALANCE SHEET

APRIL 30, 2025

GENERAL FUND

ASSETS

10-100000	CASH - COMBINED FUND	25,115,053	
10-105000	TAXES RECEIVABLE	805,184	
10-105300	CASH W/ WELD COUNTY TREASURER	389,323	
10-115000	ACCOUNTS RECEIVABLE	141,223	
10-115010	FUEL INVENTORY	6,218	
10-115011	DIESEL INVENTORY	4,213	
10-115100	OTHER ACCOUNTS RECEIVABLE	3,241	
10-120000	DEVELOPER RECEIVABLES	27,646	
10-131000	DUE FROM OTHER GOVERNMENTS	213,056	
	TOTAL ASSETS		26,705,156

LIABILITIES AND EQUITYLIABILITIES

10-202000	ACCOUNTS PAYABLE	42,966	
10-203000	CUSTOMER DEPOSITS-DEVELOPERS	70,769	
10-203500	CUSTOMER DEPOSITS-RENTALS	1,900	
10-204000	OTHER ACCRUED EXPENSES	13,410	
10-211400	COLORADO UNEMPLOYMENT PAYABLE	500	
10-211650	AFLAC PAYABLE	1,029	
10-211700	HEALTH INSURANCE PAYABLE	958	
10-211710	DISABILITY INSURANCE PAYABLE	(4,073)	
10-211750	LIFE INSURANCE PAYABLE	(67)	
10-211800	DEFERRED PROPERTY TAXES	805,184	
10-223000	DEFERRED INFLOWS OF RESOURCES	3,241	
	TOTAL LIABILITIES		935,817

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
10-290000	FUND BALANCE	24,024,491	
	REVENUE OVER EXPENDITURES - YTD	2,759,484	
	BALANCE - CURRENT DATE	26,783,975	
	TOTAL FUND EQUITY		26,783,975
	TOTAL LIABILITIES AND EQUITY		27,719,792

TOWN OF SEVERANCE
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2025

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
REVENUE					
<u>TAXES</u>					
10-31-1000 PROPERTY TAX	370,965	1,272,915	2,076,298	803,383	61.3
10-31-3000 SALES TAX	213,106	568,920	2,050,000	1,481,080	27.8
10-31-4000 USE TAX	2,047,057	2,174,023	600,000	(1,574,023)	362.3
10-31-8100 SEVERANCE TAX (OIL & GAS)			100,000	100,000	.0
10-31-8200 FRANCHISE	21,828	87,207	200,000	112,793	43.6
10-31-9000 INTEREST / DELINQUENT TAX	14	71	623	552	11.5
TOTAL TAXES	2,652,970	4,103,136	5,026,921	923,785	81.6
<u>LICENSES & PERMITS</u>					
10-32-1000 BUSINESS LICENSE	1,100	1,650		(1,650)	.0
10-32-1100 LIQUOR LICENSE	925	1,100	500	(600)	220.0
10-32-2000 HOME BASED BUSINESS FEES	25	1,250	250	(1,000)	500.0
10-32-2100 BUILDING PERMIT & LICENSE	26,760	114,871	657,500	542,629	17.5
10-32-2600 ANIMAL LICENSES	91	496	540	44	91.9
10-32-3100 PLANNING ADMINISTRATION FEE	2,456	9,397	30,000	20,603	31.3
10-32-3400 OFFICE ADMINISTRATION FEE	9,282	33,205	200,000	166,795	16.6
10-32-4100 ROW/HUNT/SIGN/DEVELOP. PERMITS	5,500	23,100	18,000	(5,100)	128.3
10-32-4150 SOLICITOR LICENSES			2,000	2,000	.0
TOTAL LICENSES & PERMITS	46,139	185,069	908,790	723,721	20.4
<u>INTERGOVERNMENTAL</u>					
10-33-4000 STATE GRANTS	1,007	1,342		(1,342)	.0
10-33-5000 HIGHWAY USERS	30,158	93,686	216,634	122,948	43.3
10-33-5050 MINERAL LEASE			50,000	50,000	.0
10-33-5100 MOTOR VEHICLE FEES	9,296	30,155	60,213	30,058	50.1
10-33-5200 COUNTY ROAD & BRIDGE	5,344	21,376	91,357	69,981	23.4
10-33-5300 SPECIFIC OWNERSHIP TAX	7,409	29,188	91,357	62,169	32.0
10-33-5600 CIGARETTE TAX	218	807	3,000	2,193	26.9
10-33-6000 SHARED REVENUE WINDSOR	135,469	135,469	200,000	64,531	67.7
TOTAL INTERGOVERNMENTAL	188,900	312,024	712,561	400,537	43.8
<u>CHARGES FOR SERVICES</u>					
10-34-1100 COURT COSTS	210	930	2,880	1,950	32.3
10-34-1200 POLICE REVENUE	16,923	16,923	62,431	45,508	27.1
10-34-1400 COPIES & REPORTS	158	679	2,000	1,321	34.0
TOTAL CHARGES FOR SERVICES	17,291	18,532	67,311	48,779	27.5

TOWN OF SEVERANCE
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2025

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>FINES & FORFEITS</u>					
10-35-1000 MUNICIPAL COURT FINES	6,310	21,303	45,000	23,698	47.3
10-35-1100 SURCHARGE	320	1,043	1,920	878	54.3
10-35-1300 RESTITUTION - TOWN	3,204	3,204		(3,204)	.0
TOTAL FINES & FORFEITS	9,834	25,549	46,920	21,371	54.5
<u>MISCELLANEOUS</u>					
10-36-1000 RETURN CHECK CHARGES	315	885	2,500	1,615	35.4
10-36-2000 OTHER MISCELLANEOUS REVENUE	1,133	6,150	3,000	(3,150)	205.0
10-36-3000 RENT	6,273	25,085	75,270	50,185	33.3
10-36-3500 INTEREST AND DIVIDENDS	66,458	205,199	517,170	311,971	39.7
10-36-3550 CHANGE IN MARKET VALUE	110,569	316,909		(316,909)	.0
10-36-4500 MATERIALS AND LABOR	1,368	2,964	2,000	(964)	148.2
10-36-5000 SPECIAL EVENT REVENUE	5,375	32,338	70,000	37,663	46.2
10-36-8050 OIL AND GAS ROYALTIES	2,146	8,445		(8,445)	.0
TOTAL MISCELLANEOUS	193,637	597,975	669,940	71,965	89.3
TOTAL FUND REVENUE	3,108,771	5,242,284	7,432,443	2,190,159	70.5

TOWN OF SEVERANCE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2025

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
EXPENDITURES					
 <u>LEGISLATIVE</u>					
10-41-1100 REGULAR STAFF WAGES	7,588	29,630	109,605	79,975	27.0
10-41-1102 OVERTIME			100	100	.0
10-41-1104 RETIREMENT 457	228	887	3,420	2,533	26.0
10-41-1105 BOARD OF TRUSTEE FEES	1,300	6,950	36,000	29,050	19.3
10-41-1130 FICA/MEDICARE	680	2,798	11,139	8,341	25.1
10-41-1140 WORKERS COMPENSATION	541	988	1,930	942	51.2
10-41-1150 UNEMPLOYMENT	15	59	272	213	21.8
10-41-1160 HEALTH INSURANCE	874	3,495	10,488	6,993	33.3
10-41-1161 DISABILITY INSURANCE	80	385	2,184	1,799	17.6
10-41-2100 LEGAL FEES	29,075	67,563	83,000	15,437	81.4
10-41-2400 ENGINEERING (	3,010)				.0
10-41-3150 TELEPHONE	59	167	1,219	1,052	13.7
10-41-3180 MILEAGE			50	50	.0
10-41-3210 INSURANCE AND BONDS	1,210	2,696	4,753	2,057	56.7
10-41-3320 PRINTING	3,422	3,422	25,200	21,778	13.6
10-41-3330 PUBLISHING/RECORDING	74	173	3,000	2,827	5.8
10-41-3350 ORDINANCE CODIFICATION			12,000	12,000	.0
10-41-3810 DUES/MEMBERSHIPS/SUBSCRIPTIONS		5,678	11,500	5,822	49.4
10-41-3820 CONTINUING EDUCATION	365	5,865	24,000	18,135	24.4
10-41-3825 MEETING/MEALS	1,033	5,164	12,100	6,936	42.7
10-41-3990 MISCELLANEOUS	48	268	525	257	51.1
10-41-3992 COUNCIL SPECIAL EVENTS		58	5,000	4,942	1.2
10-41-4010 CORA REQUESTS			1,260	1,260	.0
10-41-4320 COMPUTER REPLACE./AUDIO VISUAL			7,400	7,400	.0
10-41-4330 COMPUTER SUPPORT AND MAINT	44	15,147	53,178	38,031	28.5
10-41-4350 SAFETY			10,000	10,000	.0
10-41-4530 VEHICLE & EQUIP AMORTIZATION	165	660	1,980	1,320	33.3
10-41-4810 UNIFORMS			4,000	4,000	.0
10-41-4990 SUPPLIES		212	1,680	1,468	12.6
10-41-5500 TOWN COUNCIL DISCRETIONARY	7,500	14,943	200,000	185,057	7.5
10-41-5560 TREE BOARD		226	2,000	1,775	11.3
10-41-5570 PLANNING COMMISSION	173	395	2,000	1,605	19.7
TOTAL LEGISLATIVE	51,465	167,830	640,983	473,153	26.2
 <u>ELECTIONS</u>					
10-42-3310 WELD CO COORDINATED ELECTION			15,200	15,200	.0
TOTAL ELECTIONS			15,200	15,200	.0

TOWN OF SEVERANCE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2025

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>JUDICIAL</u>					
10-43-1100 REGULAR STAFF WAGES			40,560	40,560	.0
10-43-1102 OVERTIME			100	100	.0
10-43-1104 RETIREMENT 457			1,265	1,265	.0
10-43-1130 FICA/MEDICARE			3,103	3,103	.0
10-43-1140 WORKERS COMPENSATION	271	494	965	471	51.2
10-43-1150 UNEMPLOYMENT			81	81	.0
10-43-1160 HEALTH INSURANCE			5,244	5,244	.0
10-43-1161 DISABILITY INSURANCE			608	608	.0
10-43-2100 LEGAL FEES	850	3,400	13,663	10,263	24.9
10-43-2110 MUNICIPAL JUDGE	800	2,400	9,600	7,200	25.0
10-43-3150 TELEPHONE	20	56	407	351	13.7
10-43-3210 INSURANCE AND BONDS	605	1,348	2,377	1,029	56.7
10-43-3810 MEMBERSHIP	(50)				.0
10-43-3820 EDUCATION	480	480	1,000	520	48.0
10-43-3830 TRANSLATOR/JUROR FEES		51	630	579	8.2
10-43-3990 MISCELLANEOUS SERVICES	(200)				.0
10-43-4310 COURT SUPPLIES		15	525	510	2.9
10-43-4810 UNIFORMS			200	200	.0
TOTAL JUDICIAL	2,776	8,244	80,328	72,084	10.3

TOWN OF SEVERANCE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2025

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
10-44-1100 REGULAR STAFF WAGES	23,658	91,648	342,201	250,553	26.8
10-44-1102 OVERTIME			400	400	.0
10-44-1104 RETIREMENT	883	3,430	11,217	7,787	30.6
10-44-1130 FICA/MEDICARE	1,789	7,005	26,178	19,173	26.8
10-44-1140 WORKERS COMPENSATION	1,785	3,259	6,369	3,110	51.2
10-44-1150 UNEMPLOYMENT	48	186	684	498	27.3
10-44-1160 HEALTH & LIFE INSURANCE	1,938	7,795	24,267	16,472	32.1
10-44-1161 DISABILITY INSURANCE	101	792	5,133	4,342	15.4
10-44-2150 HR SERVICES		11,453	75,000	63,547	15.3
10-44-2990 OTHER PROFESSIONAL FEES	8	53	15,000	14,947	.4
10-44-3110 UTILITIES	907	5,332	15,289	9,957	34.9
10-44-3150 TELEPHONE	996	3,079	5,755	2,676	53.5
10-44-3162 CC FEES	(4,468)	(4,468)		4,468	.0
10-44-3175 BUILDING REPAIRS & MAINTENANCE	2,633	12,899	15,000	2,101	86.0
10-44-3177 VEHICLE REPAIRS & MAINTENANCE			3,163	3,163	.0
10-44-3210 INSURANCE AND BONDS	3,994	9,246	15,683	6,437	59.0
10-44-3220 CIRSA DEDUCTIBLES			1,575	1,575	.0
10-44-3810 DUES/MEMBERSHIPS/SUBSCRIPTIONS	50	245	3,400	3,155	7.2
10-44-3820 CONTINUING EDUCATION	651	3,954	11,000	7,046	35.9
10-44-3825 MEALS/MISCELLANEOUS	22	484	10,000	9,516	4.8
10-44-3990 MISCELLANEOUS SERVICES/COPIER	229	1,070	6,615	5,545	16.2
10-44-3992 SPECIAL EVENT EXPENDITURE	435	33,851	200,000	166,149	16.9
10-44-4000 ADVERTISING		1,580	10,000	8,420	15.8
10-44-4310 OFFICE SUPPLIES	1,380	2,796	7,770	4,974	36.0
10-44-4320 COMPUTER REPLACE./AUDIO VISUAL	120	242	16,300	16,058	1.5
10-44-4330 COMPUTER SUPPORT AND MAINT	574	12,464	34,647	22,183	36.0
10-44-4340 POSTAGE		502	3,465	2,963	14.5
10-44-4350 SAFETY			10,000	10,000	.0
10-44-4360 WELLNESS	300	1,730	25,000	23,270	6.9
10-44-4390 OTHER OFFICE EXPENSE	64	729	3,000	2,271	24.3
10-44-4520 VEHICLE FUEL	29	141	1,110	969	12.7
10-44-4530 VEHICLE & EQUIP AMORTIZATION	295	1,180	3,540	2,360	33.3
10-44-4810 UNIFORMS	190	190	2,000	1,810	9.5
10-44-4850 UNANTICIPATED EXP/CONTINGENCY	236	(1,132)	50,000	51,132	(2.3)
10-44-4990 MISCELLANEOUS SUPPLIES			1,470	1,470	.0
10-44-8000 LEASE PAYMENT		221		(221)	.0
TOTAL ADMINISTRATION	38,847	211,954	962,231	750,277	22.0

TOWN OF SEVERANCE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2025

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>FINANCE</u>					
10-45-1100 REGULAR STAFF WAGES	18,112	70,723	278,601	207,878	25.4
10-45-1102 OVERTIME			100	100	.0
10-45-1104 RETIREMENT 457	543	2,118	7,791	5,673	27.2
10-45-1130 FICA/MEDICARE	1,306	5,139	18,315	13,176	28.1
10-45-1140 WORKERS COMPENSATION	1,894	3,457	6,755	3,298	51.2
10-45-1150 UNEMPLOYMENT	36	141	557	416	25.4
10-45-1160 HEALTH & LIFE INSURANCE	3,288	12,513	44,596	32,083	28.1
10-45-1161 DISABILITY INSURANCE	182	904	3,591	2,687	25.2
10-45-2200 AUDIT & ACCOUNTING FEES			35,500	35,500	.0
10-45-3150 TELEPHONE	261	766	1,753	987	43.7
10-45-3210 INSURANCE AND BONDS	4,236	9,785	16,633	6,848	58.8
10-45-3315 WELD COUNTY TREASURER FEE	3,705	12,730	20,800	8,070	61.2
10-45-3340 BANK CHARGES	40	110	1,050	940	10.5
10-45-3810 DUES/MEMBERSHIPS/SUBSCRIPTIONS	1	2	210	208	.9
10-45-3820 CONTINUING EDUCATION	775	815	13,000	12,185	6.3
10-45-3825 MEALS/MISCELLANEOUS		129	1,000	871	12.9
10-45-4310 OFFICE SUPPLIES	208	551	1,575	1,024	35.0
10-45-4320 COMPUTER REPLACE./AUDIO VISUAL			13,300	13,300	.0
10-45-4330 COMPUTER SUPPORT AND MAINT	337	1,432	7,259	5,828	19.7
10-45-4350 SAFETY			10,000	10,000	.0
10-45-4810 UNIFORMS	281	281	2,300	2,019	12.2
 TOTAL FINANCE	 35,205	 121,595	 484,686	 363,091	 25.1

TOWN OF SEVERANCE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2025

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC SAFETY</u>					
10-51-1100 REGULAR STAFF WAGES	89,779	383,314	1,424,493	1,041,179	26.9
10-51-1102 OVERTIME	12,116	44,314	60,000	15,686	73.9
10-51-1104 RETIREMENT	421	1,645	8,976	7,331	18.3
10-51-1107 CONTRACTED SECURITY SERVICES	165	367	15,000	14,633	2.5
10-51-1130 FICA/MEDICARE	2,271	9,344	31,969	22,625	29.2
10-51-1140 WORKERS COMPENSATION	8,656	15,803	30,879	15,076	51.2
10-51-1150 UNEMPLOYMENT	204	858	2,849	1,991	30.1
10-51-1155 POLICE PENSION	7,321	30,634	177,607	146,973	17.3
10-51-1160 HEALTH INSURANCE	13,246	56,293	212,046	155,753	26.6
10-51-1161 DISABILITY INSURANCE	3,194	14,158	21,367	7,209	66.3
10-51-2300 MEDICAL	815	815	2,730	1,916	29.8
10-51-2310 PSYCHOLOGICAL		1,050	1,680	630	62.5
10-51-2900 CONTRACT POLICE SERVICES	385	13,419	52,500	39,081	25.6
10-51-2990 OTHER PROFESSIONAL FEES	957	14,524	28,350	13,827	51.2
10-51-3110 UTILITIES	1,454	6,233	5,796	(437)	107.5
10-51-3150 TELEPHONE/PAGERS	1,785	6,754	21,081	14,327	32.0
10-51-3173 REPAIRS & MAINTENANCE - EQUIPM		285		(285)	.0
10-51-3175 BUILDING REPAIRS & MAINTENANCE	1,387	6,892	5,000	(1,892)	137.8
10-51-3177 VEHICLE REPAIRS & MAINTENANCE	17,858	35,243	34,686	(557)	101.6
10-51-3180 MILEAGE			50	50	.0
10-51-3210 INSURANCE AND BONDS	19,366	43,130	76,037	32,907	56.7
10-51-3320 PRINTING/FORMS	657	1,481	3,000	1,519	49.4
10-51-3610 DISPATCH COMMUNICATIONS		76,174	67,700	(8,474)	112.5
10-51-3630 MENTAL HEALTH CO-RESP. PROGRAM			15,400	15,400	.0
10-51-3640 DRUG TASK FORCE			1,000	1,000	.0
10-51-3650 DOG TAGS/IMPOUND FEES			1,155	1,155	.0
10-51-3740 RADIO MAINTENANCE	52	104	1,000	896	10.4
10-51-3810 DUES/MEMBERSHIPS/SUBSCRIPTIONS		1,200	1,000	(200)	120.0
10-51-3820 CONTINUING EDUCATION & TRAIN	1,489	5,083	22,000	16,917	23.1
10-51-3825 MEALS/MISCELLANEOUS	305	327	2,000	1,673	16.3
10-51-3850 LAB TESTING FEES		397	210	(187)	188.9
10-51-3950 TOWING			500	500	.0
10-51-3990 MISCELLANEOUS SERVICES		21	1,365	1,344	1.6
10-51-3992 PD SPECIAL EVENTS	201	201	1,000	799	20.1
10-51-4300 OFFICE FURNITURE			1,140	1,140	.0
10-51-4310 OFFICE SUPPLIES	44	354	2,625	2,271	13.5
10-51-4320 COMPUTER REPLACE./AUDIO VISUAL			7,500	7,500	.0
10-51-4330 COMPUTER SUPPORT AND MAINT	17,572	30,750	65,634	34,884	46.9
10-51-4350 SAFETY			10,000	10,000	.0
10-51-4520 VEHICLE FUEL	1,901	7,381	29,350	21,969	25.2
10-51-4530 VEHICLE & EQUIP AMORTIZATION	4,221	16,883	27,900	11,017	60.5
10-51-4720 EQUIPMENT FOR PATROL	87	2,719	7,500	4,781	36.3
10-51-4730 EQUIPMENT FOR TRAINING	1,990	8,056	2,835	(5,221)	284.2
10-51-4740 EQUIPMENT FOR INVEST./EVIDENCE	290	290	2,205	1,915	13.2
10-51-4810 UNIFORMS	1,143	3,970	25,000	21,030	15.9
10-51-4990 MISCELLANEOUS SUPPLIES	12	270	3,465	3,195	7.8
TOTAL PUBLIC SAFETY	211,345	840,734	2,515,580	1,674,846	33.4

TOWN OF SEVERANCE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2025

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>STREETS / MAINTENANCE</u>					
10-61-1100 REGULAR STAFF WAGES	17,711	54,862	260,980	206,118	21.0
10-61-1102 OVERTIME	534	1,207	2,700	1,493	44.7
10-61-1104 RETIREMENT	531	1,492	9,270	7,778	16.1
10-61-1130 FICA/MEDICARE	1,315	4,086	19,492	15,406	21.0
10-61-1140 WORKERS COMPENSATION	2,326	4,247	8,299	4,052	51.2
10-61-1150 UNEMPLOYMENT	36	112	522	410	21.5
10-61-1160 HEALTH & LIFE INSURANCE	4,866	10,994	74,224	63,230	14.8
10-61-1161 DISABILITY INSURANCE	30	460	2,248	1,788	20.5
10-61-2990 OTHER PROFESSIONAL FEES	252	780	1,155	375	67.6
10-61-3110 UTILITIES	491	1,766	744	(1,022)	237.3
10-61-3150 TELEPHONE	424	1,725	1,794	69	96.2
10-61-3161 STREET LIGHTING	7,190	25,520	78,750	53,230	32.4
10-61-3162 TRAFFIC LIGHTS			2,000	2,000	.0
10-61-3172 REPAIRS & MAINTENANCE - STREET		10,650	179,000	168,350	6.0
10-61-3173 REPAIRS & MAINTENANCE - EQUIPM	1,863	7,636	12,500	4,864	61.1
10-61-3175 BUILDING REPAIRS & MAINTENANCE	223	700	1,800	1,100	38.9
10-61-3177 VEHICLE REPAIRS & MAINTENANCE	117	2,330	11,712	9,382	19.9
10-61-3210 INSURANCE AND BONDS	5,205	11,591	20,435	8,844	56.7
10-61-3810 DUES/MEMBERSHIPS/SUBSCRIPTIONS			500	500	.0
10-61-3820 CONTINUING EDUCATION	495	645	3,800	3,155	17.0
10-61-3825 MEAL, MEETING, TRAVEL EXPENSE		116	1,000	884	11.6
10-61-3990 MISCELLANEOUS SERVICES	(36)				.0
10-61-4310 OFFICE SUPPLIES		59	500	441	11.8
10-61-4311 STREET SUPPLIES	150	197	3,885	3,688	5.1
10-61-4330 COMPUTER SUPPORT & MAINTENANCE	6,553	16,724	29,791	13,067	56.1
10-61-4350 SAFETY	210	264	10,000	9,736	2.6
10-61-4520 VEHICLE FUEL	907	3,870	11,160	7,290	34.7
10-61-4530 VEHICLE & EQUIP AMORTIZATION	1,285	5,140	15,419	10,279	33.3
10-61-4810 UNIFORMS	442	582	2,200	1,618	26.5
10-61-4990 MISCELLANEOUS SUPPLIES		358	2,310	1,952	15.5
10-61-5000 STREET SIGNS	361	3,174	14,910	11,736	21.3
TOTAL STREETS / MAINTENANCE	53,481	171,288	783,100	611,812	21.9

SNOW

10-63-1100	REGULAR STAFF WAGES		11,571	(	11,571)	.0
10-63-1102	OVERTIME		9,206		12,000	2,794 76.7
10-63-1104	RETIREMENT		376	(	376)	.0
10-63-1130	FICA/MEDICARE		1,546	(	1,546)	.0
10-63-1150	UNEMPLOYMENT		41	(	41)	.0
10-63-3173	REPAIRS & MAINTENANCE - EQUIPM		2,575		6,700	4,125 38.4
10-63-4110	SUPPLIES	25	32,603		60,000	27,397 54.3
10-63-4350	SAFETY		221	(	221)	.0
10-63-4520	VEHICLE FUEL		1,689		1,100	(589) 153.6
10-63-4530	VEHICLE & EQUIP AMORTIZATION	2,083	8,333		25,000	16,667 33.3
	TOTAL SNOW	2,108	68,161		104,800	36,639 65.0

TOWN OF SEVERANCE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2025

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT	
	<u>PUBLIC WORKS OVERHEAD</u>						
10-64-1102	OVERTIME			3,500	3,500	.0	
10-64-3110	UTILITIES	1,428	8,526	26,049	17,523	32.7	
10-64-3175	BUILDING REPAIRS & MAINTENANCE	8,034	12,305	20,000	7,695	61.5	
10-64-3690	MOSQUITO CONTROL	6,340	6,340	40,000	33,660	15.9	
10-64-3825	MEALS, MEETINGS AND TRAVEL	48	92	1,500	1,408	6.1	
10-64-3990	MISCELLANEOUS SERVICES	151	902	1,890	988	47.7	
10-64-4320	COMPUTER REPLACE./AUDIO VISUAL			10,600	10,600	.0	
10-64-4520	VEHICLE FUEL			590	590	.0	
10-64-4990	MISC SUPPLIES	153	658	3,360	2,702	19.6	
10-64-5001	TORNADO SIRENS			945	945	.0	
	TOTAL PUBLIC WORKS OVERHEAD	16,154	28,822	108,434	79,612	26.6	
	<u>PARKS / GREEN SPACE</u>						
10-65-1100	REGULAR STAFF WAGES	16,244	58,244	150,121	91,877	38.8	
10-65-1101	PART-TIME STAFF WAGES			49,521	49,521	.0	
10-65-1102	OVERTIME	27	374	2,800	2,426	13.4	
10-65-1104	RETIREMENT	487	1,599	4,322	2,723	37.0	
10-65-1130	FICA/MEDICARE	1,161	4,219	14,385	10,166	29.3	
10-65-1140	WORKERS COMPENSATION	1,731	3,161	6,176	3,015	51.2	
10-65-1150	UNEMPLOYMENT	33	117	416	299	28.2	
10-65-1160	HEALTH & LIFE INSURANCE	3,661	13,393	34,393	21,000	38.9	
10-65-1161	DISABILITY INSURANCE	159	904	2,821	1,917	32.1	
10-65-2990	OTHER PROFESSIONAL FEES	105	105	(	105)	.0	
10-65-3110	UTILITIES	1,213	5,663	20,370	14,707	27.8	
10-65-3150	TELEPHONE/PAGERS	244	621	2,284	1,663	27.2	
10-65-3171	VANDALISM		2,870	5,000	2,130	57.4	
10-65-3172	TREE & LANDSCAPE MAINTENANCE			2,520	2,520	.0	
10-65-3173	REPAIRS & MAINTENANCE - EQUIPM	1,059	4,398	25,900	21,502	17.0	
10-65-3175	BUILDING REPAIRS & MAINTENANCE	223	1,601	10,100	8,499	15.9	
10-65-3176	GROUNDS MAINTENANCE	519	897	21,025	20,128	4.3	
10-65-3177	VEHICLE REPAIRS & MAINTENANCE	117	2,330	10,283	7,953	22.7	
10-65-3210	INSURANCE AND BONDS	3,873	8,626	15,208	6,582	56.7	
10-65-3810	DUES/MEMBERSHIPS/SUBSCRIPTIONS		350	350		100.0	
10-65-3820	CONTINUING EDUCATION	632	700	2,900	2,200	24.1	
10-65-3825	MEETING/MEALS/TRAVEL			1,000	1,000	.0	
10-65-3990	SERVICES	850	3,800	2,000	(	1,800)	190.0
10-65-4310	OFFICE SUPPLIES		59	(	59)	.0	
10-65-4330	COMPUTER SUPPORT & MAINTENANCE	6,553	17,884	30,951	13,067	57.8	
10-65-4350	SAFETY	247	247	10,000	9,753	2.5	
10-65-4520	VEHICLE FUEL	326	1,652	10,960	9,308	15.1	
10-65-4530	VEHICLE & EQUIP AMORTIZATION	243	973	2,919	1,946	33.3	
10-65-4810	UNIFORMS	451	451	1,600	1,149	28.2	
10-65-4990	SUPPLIES		758	9,870	9,112	7.7	
10-65-6000	TREE CITY USA	1,727	4,578	37,300	32,722	12.3	
10-65-7990	OTHER SMALL EQUIPMENT			3,045	3,045	.0	
	TOTAL PARKS / GREEN SPACE	41,885	140,574	490,540	349,966	28.7	

TOWN OF SEVERANCE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2025

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PLANNING</u>					
10-70-1100 REGULAR STAFF WAGES	12,996	46,417	170,202	123,785	27.3
10-70-1102 OVERTIME			100	100	.0
10-70-1104 RETIREMENT	390	1,393	2,028	636	68.7
10-70-1105 PLANNER FEES	(1,265)				.0
10-70-1130 FICA/MEDICARE	987	3,533	13,020	9,487	27.1
10-70-1140 WORKERS COMPENSATION	1,082	1,975	3,860	1,885	51.2
10-70-1150 UNEMPLOYMENT	26	93	340	247	27.4
10-70-1160 HEALTH & LIFE INSURANCE	1,775	7,100	21,144	14,044	33.6
10-70-1161 DISABILITY INSURANCE	127	657	2,553	1,896	25.7
10-70-2400 ENGINEERING	9,818	15,521	60,000	44,479	25.9
10-70-2600 PLANNING SERVICES	7,254	11,612	45,000	33,388	25.8
10-70-2980 BUILDING INSPECTIONS & LICENSE	17,580	74,761	657,500	582,739	11.4
10-70-2990 OTHER PROFESSIONAL FEES			1,000	1,000	.0
10-70-3110 UTILITIES	76	219	787	568	27.9
10-70-3150 TELEPHONE	96	376	1,157	781	32.5
10-70-3210 INSURANCE AND BONDS	2,421	5,391	9,505	4,114	56.7
10-70-3810 DUES & MEMBERSHIPS			2,835	2,835	.0
10-70-3820 CONTINUING EDUCATION	629	2,361	3,000	639	78.7
10-70-3825 MEALS/MISCELLANEOUS/TRAVEL	24	24	1,000	976	2.4
10-70-4099 DEVELOPER EXP.TO BE REIMBURSED	2,037	27,512		(27,512)	.0
10-70-4310 OFFICE SUPPLIES	48	102	1,500	1,398	6.8
10-70-4330 COMPUTER SUPPORT			1,530	1,530	.0
10-70-4350 SAFETY			10,000	10,000	.0
10-70-4520 VEHICLE FUEL	22	54	2,190	2,136	2.5
10-70-4530 VEHICLE & EQUIP AMORTIZATION	165	660	1,980	1,320	33.3
10-70-4810 UNIFORMS			1,200	1,200	.0
10-70-4987 ECONOMIC DEVELOPMENT	496,559	508,836	1,015,000	506,164	50.1
10-70-4989 TRAIL DEVELOPMENT		15,000	15,000		100.0
TOTAL PLANNING	552,847	723,599	2,043,431	1,319,832	35.4
TOTAL FUND EXPENDITURES	1,006,112	2,482,800	8,229,313	5,746,513	30.2
NET REVENUE OVER EXPENDITURES	2,102,659	2,759,484	(796,870)	(3,556,354)	346.3

TOWN OF SEVERANCE
BALANCE SHEET
APRIL 30, 2025

CONSERVATION TRUST FUND

<u>ASSETS</u>			
11-100000	CASH - COMBINED FUND	365,770	
	TOTAL ASSETS		365,770
<u>LIABILITIES AND EQUITY</u>			
<u>FUND EQUITY</u>			
UNAPPROPRIATED FUND BALANCE:			
11-290000	FUND BALANCE	324,784	
	REVENUE OVER EXPENDITURES - YTD	40,986	
	BALANCE - CURRENT DATE	365,770	
	TOTAL FUND EQUITY		365,770
	TOTAL LIABILITIES AND EQUITY		365,770

TOWN OF SEVERANCE
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2025

CONSERVATION TRUST FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
REVENUE						
	<u>INTERGOVERNMENTAL</u>					
11-33-5900	COLORADO LOTTERY		33,527		(33,527)	.0
	TOTAL INTERGOVERNMENTAL		33,527		(33,527)	.0
	<u>MISCELLANEOUS</u>					
11-36-3500	INTEREST AND DIVIDENDS	950	2,932	4,810	1,878	61.0
11-36-3550	CHANGE IN MARKET VALUE	1,581	4,528		(4,528)	.0
	TOTAL MISCELLANEOUS	2,531	7,459	4,810	(2,649)	155.1
	TOTAL FUND REVENUE	2,531	40,986	4,810	(36,176)	852.1
	NET REVENUE OVER EXPENDITURES	2,531	40,986	4,810	(36,176)	852.1

TOWN OF SEVERANCE
BALANCE SHEET
APRIL 30, 2025

TRANSPORTATION FUND

ASSETS

12-100000	CASH - COMBINED FUND	4,218,216	
12-115000	ACCOUNTS RECEIVABLE	61,234	
	TOTAL ASSETS		4,279,450

LIABILITIES AND EQUITY

LIABILITIES

12-202000	ACCOUNTS PAYABLE	147,730	
	TOTAL LIABILITIES		147,730

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
12-290000	FUND BALANCE	3,813,600	
	REVENUE OVER EXPENDITURES - YTD	318,120	
	BALANCE - CURRENT DATE	4,131,720	
	TOTAL FUND EQUITY		4,131,720
	TOTAL LIABILITIES AND EQUITY		4,279,450

TOWN OF SEVERANCE
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2025

TRANSPORTATION FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
REVENUE						
	<u>IMPACT FEES</u>					
12-34-1000	TRANSPORTATION UTILITY FEE	63,102	251,174		(251,174)	.0
12-34-3000	TRANSPORTATION IMPACT FEE	30,375	131,127	800,000	668,873	16.4
	TOTAL IMPACT FEES	93,477	382,302	800,000	417,698	47.8
	<u>MISCELLANEOUS</u>					
12-36-3500	INTEREST AND DIVIDENDS	11,068	35,201	87,990	52,789	40.0
12-36-3550	CHANGE IN MARKET VALUE	18,473	54,364		(54,364)	.0
	TOTAL MISCELLANEOUS	29,541	89,564	87,990	(1,574)	101.8
	TOTAL FUND REVENUE	123,018	471,866	887,990	416,124	53.1

TOWN OF SEVERANCE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2025

TRANSPORTATION FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
EXPENDITURES						
<u>STREETS CAPITAL OUTLAY</u>						
12-61-7500	STREET IMPROVEMENTS	66,049	146,044	1,600,000	1,453,956	9.1
	TOTAL STREETS CAPITAL OUTLAY	66,049	146,044	1,600,000	1,453,956	9.1
<u>CR 74 IMPROVEMENTS PROJECT</u>						
12-83-7500	CONSTRUCTION	7,701	7,701		(7,701)	.0
	TOTAL CR 74 IMPROVEMENTS PROJECT	7,701	7,701		(7,701)	.0
	TOTAL FUND EXPENDITURES	73,751	153,746	1,600,000	1,446,254	9.6
	NET REVENUE OVER EXPENDITURES	49,268	318,120	(712,010)	(1,030,130)	44.7

TOWN OF SEVERANCE
BALANCE SHEET
APRIL 30, 2025

PARKS FUND

ASSETS

13-100000	CASH - COMBINED FUND		536,950	
	TOTAL ASSETS			536,950

LIABILITIES AND EQUITY

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:			
13-290000	FUND BALANCE	498,998		
	REVENUE OVER EXPENDITURES - YTD	37,952		
	BALANCE - CURRENT DATE		536,950	
	TOTAL FUND EQUITY			536,950
	TOTAL LIABILITIES AND EQUITY			536,950

TOWN OF SEVERANCE
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2025

		PARKS FUND				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
REVENUE						
<u>IMPACT FEES</u>						
13-34-7400	PARK IMPACT FEE	6,251	26,681		(26,681)	.0
	TOTAL IMPACT FEES	6,251	26,681		(26,681)	.0
<u>MISCELLANEOUS</u>						
13-36-3500	INTEREST AND DIVIDENDS	1,405	4,430	8,490	4,060	52.2
13-36-3550	CHANGE IN MARKET VALUE	2,343	6,842		(6,842)	.0
	TOTAL MISCELLANEOUS	3,747	11,272	8,490	(2,782)	132.8
	TOTAL FUND REVENUE	9,998	37,952	8,490	(29,462)	447.0
	NET REVENUE OVER EXPENDITURES	9,998	37,952	8,490	(29,462)	447.0

TOWN OF SEVERANCE
BALANCE SHEET
APRIL 30, 2025

PUBLIC FACILITIES FUND

<u>ASSETS</u>			
14-100000	CASH – COMBINED FUND	466,118	
	TOTAL ASSETS		466,118
<u>LIABILITIES AND EQUITY</u>			
<u>FUND EQUITY</u>			
UNAPPROPRIATED FUND BALANCE:			
14-290000	FUND BALANCE	397,808	
	REVENUE OVER EXPENDITURES - YTD	68,310	
	BALANCE - CURRENT DATE	466,118	
	TOTAL FUND EQUITY		466,118
	TOTAL LIABILITIES AND EQUITY		466,118

TOWN OF SEVERANCE
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2025

PUBLIC FACILITIES FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
REVENUE						
	<u>IMPACT FEES</u>					
14-32-3000	GENERAL GOVERNMENT IMPACT FEE	13,055	56,442		(56,442)	.0
	TOTAL IMPACT FEES	13,055	56,442		(56,442)	.0
	<u>MISCELLANEOUS</u>					
14-36-3500	INTEREST AND DIVIDENDS	1,285	4,665	30,640	25,975	15.2
14-36-3550	CHANGE IN MARKET VALUE	2,177	7,204		(7,204)	.0
	TOTAL MISCELLANEOUS	3,462	11,868	30,640	18,772	38.7
	TOTAL FUND REVENUE	16,517	68,310	30,640	(37,670)	223.0
	NET REVENUE OVER EXPENDITURES	16,517	68,310	30,640	(37,670)	223.0

TOWN OF SEVERANCE
BALANCE SHEET
APRIL 30, 2025

PUBLIC SAFETY FUND

ASSETS

15-100000	CASH – COMBINED FUND	283,000	
	TOTAL ASSETS		283,000

LIABILITIES AND EQUITY

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
15-290000	FUND BALANCE	260,622	
	REVENUE OVER EXPENDITURES - YTD	22,379	
	BALANCE - CURRENT DATE	283,000	
	TOTAL FUND EQUITY		283,000
	TOTAL LIABILITIES AND EQUITY		283,000

TOWN OF SEVERANCE
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2025

PUBLIC SAFETY FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
REVENUE						
	<u>IMPACT FEES</u>					
15-32-3000	POLICE IMPACT FEE	3,745	15,978		(15,978)	.0
	TOTAL IMPACT FEES	3,745	15,978		(15,978)	.0
	<u>MISCELLANEOUS</u>					
15-36-3500	INTEREST AND DIVIDENDS	755	2,516	7,660	5,144	32.8
15-36-3550	CHANGE IN MARKET VALUE	1,266	3,885		(3,885)	.0
	TOTAL MISCELLANEOUS	2,021	6,401	7,660	1,260	83.6
	TOTAL FUND REVENUE	5,766	22,379	7,660	(14,719)	292.2
	NET REVENUE OVER EXPENDITURES	5,766	22,379	7,660	(14,719)	292.2

TOWN OF SEVERANCE
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2025

		GRANTS FUND				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
REVENUE						
	<u>AWARDS</u>					
20-33-4600	STATE AWARDS			280,000	280,000	.0
	TOTAL AWARDS			280,000	280,000	.0
	TOTAL FUND REVENUE			280,000	280,000	.0

TOWN OF SEVERANCE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2025

GRANTS FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
EXPENDITURES						
	<u>OUTLAYS</u>					
20-40-7500	CONSTRUCTION			559,976	559,976	.0
	TOTAL OUTLAYS			559,976	559,976	.0
	TOTAL FUND EXPENDITURES			559,976	559,976	.0
	NET REVENUE OVER EXPENDITURES			(279,976)	(279,976)	.0

TOWN OF SEVERANCE
BALANCE SHEET
APRIL 30, 2025

FLEET FUND

ASSETS

41-100000	CASH - COMBINED FUND		590,067	
	TOTAL ASSETS			590,067

LIABILITIES AND EQUITY

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:			
41-290000	FUND BALANCE	542,728		
	REVENUE OVER EXPENDITURES - YTD	47,339		
	BALANCE - CURRENT DATE		590,067	
	TOTAL FUND EQUITY			590,067
	TOTAL LIABILITIES AND EQUITY			590,067

TOWN OF SEVERANCE
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2025

		FLEET FUND				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
REVENUE						
<u>CHARGES FOR SERVICES</u>						
41-34-2000	FLEET REPLACEMENT REVENUE	8,752	35,008	82,275	47,267	42.6
	TOTAL CHARGES FOR SERVICES	8,752	35,008	82,275	47,267	42.6
<u>MISCELLANEOUS</u>						
41-36-3500	INTEREST AND DIVIDENDS	1,542	4,846	10,510	5,664	46.1
41-36-3550	CHANGE IN MARKET VALUE	2,570	7,485		(7,485)	.0
	TOTAL MISCELLANEOUS	4,113	12,331	10,510	(1,821)	117.3
	TOTAL FUND REVENUE	12,865	47,339	92,785	45,446	51.0
	NET REVENUE OVER EXPENDITURES	12,865	47,339	92,785	45,446	51.0

TOWN OF SEVERANCE

BALANCE SHEET

APRIL 30, 2025

WATER FUND

ASSETS

51-100000	CASH - COMBINED FUND	17,843,394	
51-115000	ACCOUNTS RECEIVABLE	214,136	
51-115002	MISCELLANEOUS WATER RECEIVABLE	982	
51-115005	PARTS INVENTORY	46,751	
51-161000	LAND	294,759	
51-162100	ACCUMULATED DEPRECIATION	(1,956,288)	
51-163000	WATER SYSTEM	10,441,728	
51-164000	EQUIPMENT	197,758	
51-165000	CONSTRUCTION IN PROGRESS	5,771,326	
51-166000	WATER RIGHTS	35,151,374	
51-167000	WATER CAPACITY	4,880,334	
51-168000	BUILDINGS	1,010,077	
51-168500	NISP PROJECT	2,031,177	
TOTAL ASSETS			75,927,507

LIABILITIES AND EQUITYLIABILITIES

51-202000	ACCOUNTS PAYABLE	5,750	
51-205000	RETAINAGE PAYABLE	259,668	
51-212000	ACCRUED COMPENSATED ABSENCES	16,089	
51-222000	HYDRANT METER DEPOSITS	7,000	
TOTAL LIABILITIES			288,507

FUND EQUITY

51-273000	CONTRIBUTED CAPITAL - DEVELOPM	6,848,000	
UNAPPROPRIATED FUND BALANCE:			
51-290000	RETAINED EARNINGS	68,212,663	
	REVENUE OVER EXPENDITURES - YTD	578,372	
BALANCE - CURRENT DATE		68,791,035	
TOTAL FUND EQUITY			75,639,035
TOTAL LIABILITIES AND EQUITY			75,927,542

TOWN OF SEVERANCE
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2025

		WATER FUND				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
REVENUE						
<u>CHARGES FOR SERVICES</u>						
51-34-1000	WATER UTILITY	216,210	807,413	2,783,921	1,976,508	29.0
	TOTAL CHARGES FOR SERVICES	216,210	807,413	2,783,921	1,976,508	29.0
<u>RESTRICTED</u>						
51-35-6500	RAW WATER ACQUISITION FEE	21,600	163,425		(163,425)	.0
51-35-7150	WATER UTILITY IMPACT FEE	67,900	271,600	1,800,000	1,528,400	15.1
	TOTAL RESTRICTED	89,500	435,025	1,800,000	1,364,975	24.2
<u>MISCELLANEOUS</u>						
51-36-2000	WATER PIT/METER SET FEE	1,556	6,223	10,000	3,777	62.2
51-36-3500	INTEREST AND DIVIDENDS	46,785	148,476	336,860	188,384	44.1
51-36-3550	CHANGE IN MARKET VALUE	78,067	229,307		(229,307)	.0
	TOTAL MISCELLANEOUS	126,407	384,006	346,860	(37,146)	110.7
	TOTAL FUND REVENUE	432,117	1,626,443	4,930,781	3,304,338	33.0

TOWN OF SEVERANCE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2025

WATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
EXPENDITURES						
<u>ADMINISTRATION</u>						
51-81-1100	REGULAR STAFF WAGES	3,539	13,819	47,570	33,751	29.1
51-81-1102	OVERTIME			100	100	.0
51-81-1104	RETIREMENT	106	415	2,154	1,739	19.3
51-81-1130	FICA/MEDICARE	271	1,057	3,706	2,649	28.5
51-81-1140	WORKERS COMPENSATION	216	395	772	377	51.2
51-81-1150	UNEMPLOYMENT	7	28	158	130	17.5
51-81-1160	HEALTH & LIFE INSURANCE	699	2,979	12,392	9,413	24.0
51-81-1161	DISABILITY INSURANCE	51	163	1,159	996	14.1
51-81-3162	CC FEES	4,970	16,736	21,000	4,264	79.7
51-81-3320	PRINTING		44	1,500	1,456	2.9
51-81-4345	MAILING SERVICE		4,197	11,600	7,403	36.2
51-81-5000	UTILITY BILL ADJUSTMENTS			10	10	.0
TOTAL ADMINISTRATION		9,859	39,833	102,121	62,288	39.0

TOWN OF SEVERANCE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2025

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>WATER OPERATIONS</u>					
51-82-1100 REGULAR STAFF WAGES	23,125	87,427	332,943	245,516	26.3
51-82-1102 OVERTIME	42	1,752	5,000	3,248	35.1
51-82-1104 RETIREMENT	821	3,025	13,443	10,418	22.5
51-82-1130 FICA/MEDICARE	1,671	6,543	26,583	20,040	24.6
51-82-1140 WORKERS COMPENSATION	2,029	3,704	7,238	3,534	51.2
51-82-1150 UNEMPLOYMENT	46	178	541	363	33.0
51-82-1160 HEALTH & LIFE INSURANCE	3,740	14,852	55,235	40,383	26.9
51-82-1161 DISABILITY INSURANCE	240	1,207	5,212	4,005	23.2
51-82-2100 LEGAL FEES	59	878	20,000	19,123	4.4
51-82-2400 ENGINEERING	2,276	10,133	10,000	(133)	101.3
51-82-2410 WATER SYSTEM IMPROVE. PERMIT			600	600	.0
51-82-2900 OTHER PROFESSIONAL FEES	6,560	9,035	10,000	965	90.4
51-82-3110 UTILITIES	1,726	6,082	15,897	9,815	38.3
51-82-3150 TELEPHONE	197	684	2,721	2,037	25.1
51-82-3173 REPAIRS & MAINTENANCE - EQUIPM	272	868	5,800	4,932	15.0
51-82-3175 BUILDING REPAIRS & MAINTENANCE			600	600	.0
51-82-3177 VEHICLE REPAIRS & MAINTENANCE	17	75	6,733	6,658	1.1
51-82-3178 SYSTEM REPAIR & MAINTENANCE	1,314	1,314	30,000	28,686	4.4
51-82-3200 SAMPLING/TESTING		215	1,100	885	19.6
51-82-3210 INSURANCE AND BONDS	5,023	11,187	19,722	8,535	56.7
51-82-3810 DUES/MEMBERSHIPS/SUBSCRIPTIONS		1,050	600	(450)	175.0
51-82-3820 CONTINUING EDUCATION	495	875	3,300	2,425	26.5
51-82-3825 MEETING/MEALS/TRAVEL			250	250	.0
51-82-3990 OTHER SERVICES	474	905	5,900	4,995	15.3
51-82-4120 WATER SYSTEM SUPPLIES		1,769	2,100	331	84.3
51-82-4130 METER SET SUPPLIES	7,029	19,846	55,000	35,154	36.1
51-82-4310 OFFICE SUPPLIES		59	100	41	58.8
51-82-4320 COMPUTER REPLACE./AUDIO VISUAL			4,300	4,300	.0
51-82-4330 COMPUTER SUPPORT & MAINTENANCE	7,948	19,502	31,621	12,119	61.7
51-82-4520 VEHICLE FUEL	285	1,509	11,020	9,511	13.7
51-82-4530 VEHICLE & EQUIP AMORTIZATION	147	590	1,769	1,179	33.3
51-82-4810 UNIFORMS	275	375	1,850	1,475	20.3
51-82-4850 UNANTICIPATED EXP/CONTINGENCY	6,124	13,639	20,000	6,361	68.2
51-82-4990 MISCELLANEOUS SUPPLIES	524	2,668	4,300	1,632	62.1
51-82-4995 WATER TREATMENT & DISTRIBUTION	50,539	244,358	1,155,000	910,642	21.2
51-82-4997 WATER SHARE ASSESSMENTS		16,450	114,900	98,450	14.3
51-82-7000 CAPITAL OUTLAY		(975)	41,250	42,225	(2.4)
51-82-7990 OTHER SMALL EQUIPMENT			2,500	2,500	.0
TOTAL WATER OPERATIONS	122,996	481,779	2,025,128	1,543,349	23.8
<u>WATER CAPITAL</u>					
51-83-2400 ENGINEERING			5,000	5,000	.0
51-83-7000 CAPITAL OUTLAY			175,000	175,000	.0
51-83-7500 CONSTRUCTION	5,150	8,770	884,000	875,230	1.0
TOTAL WATER CAPITAL	5,150	8,770	1,064,000	1,055,230	.8

TOWN OF SEVERANCE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2025

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LOCAL PLANT INVESTMENT EXPENSE</u>					
51-84-7530 PROFESSIONAL SERVICES	100,026	100,189	125,000	24,811	80.2
51-84-7540 NORTHERN INTEGRATED SUPPLY		417,500	500,000	82,500	83.5
51-84-7550 SYSTEM IMPROVEMENTS			1,300,000	1,300,000	.0
TOTAL LOCAL PLANT INVESTMENT EXPENS	100,026	517,689	1,925,000	1,407,311	26.9
TOTAL FUND EXPENDITURES	238,031	1,048,071	5,116,249	4,068,178	20.5
NET REVENUE OVER EXPENDITURES	194,086	578,372	(185,468)	(763,840)	311.8

TOWN OF SEVERANCE
BALANCE SHEET
APRIL 30, 2025

WASTEWATER FUND

ASSETS

52-100000	CASH - COMBINED FUND	14,835,423	
52-115000	ACCOUNTS RECEIVABLE	131,240	
52-115002	MISCELLANEOUS RECEIVABLE	111,517	
52-162100	ACCUMULATED DEPRECIATION	(4,462,270)	
52-163000	SEWER SYSTEM	19,515,535	
52-164000	EQUIPMENT	204,164	
52-165000	CONSTRUCTION IN PROGRESS	352,378	
52-168000	BUILDINGS	653,477	
	TOTAL ASSETS		31,341,463

LIABILITIES AND EQUITY

LIABILITIES

52-202000	ACCOUNTS PAYABLE	34,447	
52-212000	ACCRUED COMPENSATED ABSENCES	13,904	
	TOTAL LIABILITIES		48,351

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
52-290000	RETAINED EARNINGS	30,650,248	
	REVENUE OVER EXPENDITURES - YTD	642,898	
	BALANCE - CURRENT DATE	31,293,147	
	TOTAL FUND EQUITY		31,293,147
	TOTAL LIABILITIES AND EQUITY		31,341,498

TOWN OF SEVERANCE
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2025

		WASTEWATER FUND				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
REVENUE						
<u>CHARGES FOR SERVICES</u>						
52-34-1000	WASTEWATER UTILITY	138,721	548,106	1,535,341	987,235	35.7
	TOTAL CHARGES FOR SERVICES	138,721	548,106	1,535,341	987,235	35.7
<u>RESTRICTED</u>						
52-35-7100	WASTEWATER UTILITY IMPACT FEE	60,002	290,238	1,750,000	1,459,762	16.6
	TOTAL RESTRICTED	60,002	290,238	1,750,000	1,459,762	16.6
<u>MISCELLANEOUS</u>						
52-36-3500	INTEREST AND DIVIDENDS	38,964	124,274	303,560	179,286	40.9
52-36-3550	CHANGE IN MARKET VALUE	65,052	191,928		(191,928)	.0
	TOTAL MISCELLANEOUS	104,016	316,202	303,560	(12,642)	104.2
	TOTAL FUND REVENUE	302,738	1,154,547	3,588,901	2,434,354	32.2

TOWN OF SEVERANCE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2025

WASTEWATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
EXPENDITURES						
WASTEWATER ADMINISTRATION						
52-81-1100	REGULAR STAFF WAGES	2,212	8,637	13,946	5,309	61.9
52-81-1102	OVERTIME			100	100	.0
52-81-1104	RETIREMENT	66	259	1,346	1,087	19.3
52-81-1130	FICA/MEDICARE	169	661	2,316	1,655	28.5
52-81-1140	WORKERS COMPENSATION	135	247	483	236	51.1
52-81-1150	UNEMPLOYMENT	4	17	28	11	61.7
52-81-1160	HEALTH & LIFE INSURANCE	437	1,839	7,206	5,367	25.5
52-81-1161	DISABILITY INSURANCE	32	102	454	352	22.5
52-81-3162	CC FEES	4,970	16,736	21,000	4,264	79.7
52-81-3320	PRINTING		44	1,500	1,456	2.9
52-81-4345	MAILING SERVICE		4,197	8,400	4,203	50.0
52-81-5000	UTILITY BILL ADJUSTMENTS			10	10	.0
TOTAL WASTEWATER ADMINISTRATION		8,026	32,739	56,789	24,050	57.7

TOWN OF SEVERANCE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2025

WASTEWATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>WASTEWATER OPERATIONS</u>					
52-82-1100 REGULAR STAFF WAGES	18,834	76,527	329,180	252,653	23.3
52-82-1102 OVERTIME	42	1,284	4,700	3,416	27.3
52-82-1104 RETIREMENT	692	2,700	12,537	9,837	21.5
52-82-1130 FICA/MEDICARE	1,362	5,718	24,363	18,645	23.5
52-82-1140 WORKERS COMPENSATION	1,867	3,407	6,659	3,252	51.2
52-82-1150 UNEMPLOYMENT	38	156	596	440	26.1
52-82-1160 HEALTH & LIFE INSURANCE	3,408	13,617	50,307	36,690	27.1
52-82-1161 DISABILITY INSURANCE	219	1,097	4,345	3,248	25.3
52-82-2100 LEGAL FEES			10,000	10,000	.0
52-82-2400 ENGINEERING		647	10,000	9,353	6.5
52-82-2410 DISCHARGE PERMIT FEES			500	500	.0
52-82-2900 OTHER PROFESSIONAL FEES	2,025	4,500	12,000	7,500	37.5
52-82-3110 UTILITIES	4,457	14,179	41,365	27,186	34.3
52-82-3150 TELEPHONE	186	640	2,455	1,815	26.1
52-82-3173 REPAIRS & MAINTENANCE - EQUIPM	272	868	5,800	4,932	15.0
52-82-3177 VEHICLE REPAIRS & MAINTENANCE	17	75	4,612	4,537	1.6
52-82-3178 SYSTEM REPAIR & MAINTENANCE	88	263	8,000	7,737	3.3
52-82-3200 SAMPLING/TESTING	397	2,377	4,800	2,423	49.5
52-82-3210 INSURANCE AND BONDS	4,478	9,974	17,584	7,610	56.7
52-82-3290 OTHER TREATMENT COSTS	54,891	105,426	225,400	119,974	46.8
52-82-3810 DUES/MEMBERSHIPS/SUBSCRIPTIONS			1,600	1,600	.0
52-82-3820 CONTINUING EDUCATION	2,165	2,190	3,100	910	70.7
52-82-3825 MEALS/MISCELLANEOUS/TRAVEL			250	250	.0
52-82-3990 OTHER SERVICES	474	1,368	8,000	6,632	17.1
52-82-4120 SYSTEM SUPPLIES		3,815	20,000	16,185	19.1
52-82-4320 COMPUTER REPLACE./AUDIO VISUAL			4,300	4,300	.0
52-82-4330 COMPUTER SUPPORT & MAINTENANCE	7,756	19,310	31,621	12,311	61.1
52-82-4520 VEHICLE FUEL	285	1,509	10,770	9,261	14.0
52-82-4530 VEHICLE & EQUIP AMORTIZATION	147	590	1,769	1,179	33.3
52-82-4810 UNIFORMS		100	1,700	1,600	5.9
52-82-4850 UNANTICIPATED EXP/CONTINGENCY			20,000	20,000	.0
52-82-4990 MISCELLANEOUS SUPPLIES	398	1,584	3,000	1,416	52.8
52-82-7000 CAPITAL OUTLAY			20,625	20,625	.0
TOTAL WASTEWATER OPERATIONS	104,497	273,920	901,938	628,018	30.4
<u>WASTEWATER CAPITAL</u>					
52-83-7000 CAPITAL OUTLAY	357	1,333	36,000	34,667	3.7
52-83-7500 CONSTRUCTION	(71,159)	53,775	200,000	146,225	26.9
TOTAL WASTEWATER CAPITAL	(70,803)	55,108	236,000	180,892	23.4

TOWN OF SEVERANCE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2025

WASTEWATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>WASTEWATER INVESTMENT EXPENSE</u>					
52-84-7500	CONSTRUCTION	149,881	149,881	374,000	224,119	40.1
52-84-7550	SYSTEM IMPROVEMENTS			1,750,000	1,750,000	.0
	TOTAL WASTEWATER INVESTMENT EXPEN	149,881	149,881	2,124,000	1,974,119	7.1
	TOTAL FUND EXPENDITURES	191,601	511,648	3,318,727	2,807,079	15.4
	NET REVENUE OVER EXPENDITURES	111,137	642,898	270,174	(372,724)	238.0

TOWN OF SEVERANCE
BALANCE SHEET
APRIL 30, 2025

STORMWATER FUND

ASSETS

53-100000	CASH - COMBINED FUND	1,787,386	
53-115000	ACCOUNTS RECEIVABLE	24,460	
53-162100	ACCUMULATED DEPRECIATION	(1,372,348)	
53-163000	STORM DRAINAGE SYSTEM	10,100,442	
53-164000	VEHICLES & EQUIPMENT	86,490	
	TOTAL ASSETS		10,626,430

LIABILITIES AND EQUITY

LIABILITIES

53-202000	ACCOUNTS PAYABLE	27	
53-212000	ACCRUED COMPENSATED ABSENCES	2,979	
	TOTAL LIABILITIES		3,006

FUND EQUITY

53-273000	CONTRIBUTED CAPITAL	4,113,680	
	UNAPPROPRIATED FUND BALANCE:		
53-290000	RETAINED EARNINGS	6,390,104	
	REVENUE OVER EXPENDITURES - YTD	119,640	
	BALANCE - CURRENT DATE	6,509,743	
	TOTAL FUND EQUITY		10,623,423
	TOTAL LIABILITIES AND EQUITY		10,626,430

TOWN OF SEVERANCE
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2025

STORMWATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
REVENUE						
	<u>CHARGES FOR SERVICES</u>					
53-34-1000	STORMWATER UTILITY FEE	25,543	100,661	254,575	153,914	39.5
	TOTAL CHARGES FOR SERVICES	25,543	100,661	254,575	153,914	39.5
	<u>MISCELLANEOUS</u>					
53-36-3500	INTEREST AND DIVIDENDS	4,684	14,849	37,670	22,821	39.4
53-36-3550	CHANGE IN MARKET VALUE	7,816	22,932		(22,932)	.0
	TOTAL MISCELLANEOUS	12,500	37,781	37,670	(111)	100.3
	TOTAL FUND REVENUE	38,043	138,442	292,245	153,803	47.4

TOWN OF SEVERANCE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2025

STORMWATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
EXPENDITURES						
ADMINISTRATION						
53-81-1100	REGULAR STAFF WAGES	1,327	5,182	8,368	3,186	61.9
53-81-1102	OVERTIME			100	100	.0
53-81-1104	RETIREMENT	40	155	808	653	19.2
53-81-1130	FICA/MEDICARE	102	397	1,390	993	28.5
53-81-1140	WORKERS COMPENSATION	81	148	290	142	51.1
53-81-1150	UNEMPLOYMENT	3	10	17	7	61.1
53-81-1160	HEALTH & LIFE INSURANCE	262	1,049	4,324	3,275	24.3
53-81-1161	DISABILITY INSURANCE	19	61	272	211	22.5
53-81-5000	UTILITY BILL ADJUSTMENTS			10	10	.0
TOTAL ADMINISTRATION		1,833	7,002	15,579	8,577	45.0
STORMWATER OPERATIONS						
53-82-1100	REGULAR STAFF WAGES	1,874	7,317	24,362	17,045	30.0
53-82-1102	OVERTIME			1,000	1,000	.0
53-82-1104	RETIREMENT	56	219	1,575	1,356	13.9
53-82-1130	FICA/MEDICARE	137	539	3,863	3,324	14.0
53-82-1140	WORKERS COMPENSATION	108	198	386	188	51.2
53-82-1150	UNEMPLOYMENT	4	15	49	34	29.8
53-82-1160	HEALTH & LIFE INSURANCE	240	1,726	9,511	7,785	18.1
53-82-1161	DISABILITY INSURANCE	17	92	757	665	12.1
53-82-2410	STORMWATER PERMITS			500	500	.0
53-82-3150	TELEPHONE	27	110	1,101	991	10.0
53-82-3173	REPAIRS & MAINTENANCE - EQUIPM			3,600	3,600	.0
53-82-3210	INSURANCE AND BONDS	424	943	1,664	721	56.7
53-82-3820	CONTINUING EDUCATION			100	100	.0
53-82-4520	VEHICLE FUEL	12	641	870	229	73.7
53-82-4810	UNIFORMS			100	100	.0
TOTAL STORMWATER OPERATIONS		2,900	11,800	49,438	37,638	23.9
TOTAL FUND EXPENDITURES		4,733	18,802	65,017	46,215	28.9
NET REVENUE OVER EXPENDITURES		33,310	119,640	227,228	107,588	52.7

TOWN OF SEVERANCE
BALANCE SHEET
APRIL 30, 2025

CAPITAL PROJECTS

ASSETS

75-100000	CASH – COMBINED FUND	(701,716)	
	TOTAL ASSETS		(701,716)

LIABILITIES AND EQUITY

LIABILITIES

75-202000	ACCOUNTS PAYABLE	61,967	
	TOTAL LIABILITIES		61,967

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
75-290000	FUND BALANCE	(1,072,910)	
	REVENUE OVER EXPENDITURES - YTD	(705,480)	
	BALANCE - CURRENT DATE	(1,778,390)	
	TOTAL FUND EQUITY		(1,778,390)
	TOTAL LIABILITIES AND EQUITY		(1,716,423)

TOWN OF SEVERANCE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2025

		CAPITAL PROJECTS				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
EXPENDITURES						
ADMINISTRATION - CIP						
75-44-7000	CAPITAL OUTLAY		(7,668)		7,668	.0
	TOTAL ADMINISTRATION - CIP		(7,668)		7,668	.0
PUBLIC SAFETY - CIP						
75-51-7500	CONSTRUCTION		(771)		771	.0
75-51-7550	VEHICLES		165,476		(165,476)	.0
	TOTAL PUBLIC SAFETY - CIP		164,705		(164,705)	.0
STREETS/MAINTENANCE - CIP						
75-61-7550	VEHICLES	(2,200)	(2,200)		2,200	.0
	TOTAL STREETS/MAINTENANCE - CIP	(2,200)	(2,200)		2,200	.0
GENERAL FUND						
75-75-2400	ENGINEERING	24,738	30,725	205,000	174,275	15.0
75-75-5570	CONSERVATION			128,156	128,156	.0
75-75-7000	CAPITAL OUTLAY	29,101	413,641	3,398,774	2,985,133	12.2
75-75-7500	CONSTRUCTION		106,276	3,351,638	3,245,361	3.2
75-75-7750	ROW			50,000	50,000	.0
	TOTAL GENERAL FUND	53,839	550,643	7,133,568	6,582,925	7.7
	TOTAL FUND EXPENDITURES	51,639	705,480	7,133,568	6,428,088	9.9
	NET REVENUE OVER EXPENDITURES	(51,639)	(705,480)	(7,133,568)	(6,428,088)	(9.9)

TOWN OF SEVERANCE
BALANCE SHEET
APRIL 30, 2025

GENERAL FIXED ASSET GROUP

ASSETS

80-160000	CONSTRUCTION IN PROGRESS	3,851,393	
80-161000	LAND	1,645,621	
80-162000	BUILDINGS	3,977,268	
80-163000	IMPROVEMENTS OTHER THAN BUILDI	45,411,451	
80-164000	MACHINERY AND EQUIPMENT	1,469,305	
80-165000	VEHICLES	1,943,783	
80-169999	ACCUMULATED DEPRECIATION	(11,045,954)	
TOTAL ASSETS			47,252,867

LIABILITIES AND EQUITY

FUND EQUITY

80-280000	INVESTMENTS IN FIXED ASSETS	47,252,867	
TOTAL FUND EQUITY			47,252,867
TOTAL LIABILITIES AND EQUITY			47,252,867

TOWN OF SEVERANCE
BALANCE SHEET
APRIL 30, 2025

GENERAL LONG-TERM DEBT GROUP

<u>ASSETS</u>			
90-170000	AMOUNT TO BE PROVIDED	129,904	
	TOTAL ASSETS		129,904
<u>LIABILITIES AND EQUITY</u>			
<u>LIABILITIES</u>			
90-250000	ACCRUED LEAVE	129,904	
	TOTAL LIABILITIES		129,904
	TOTAL LIABILITIES AND EQUITY		129,904

Revenue Type Summary

Period: 5/1/2025 - 5/31/2025
Created by: SARAH JACOBSEN on 6/2/2025 4:00:52 PM

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

Payment Amounts by Type

Type	Amount
COURT COSTS	\$530.00
FINES	\$4,520.00
RESTITUTION	\$30.00
RETURNED PAYMENT FEE	\$30.00
SUR-CHARGE	\$517.00
Payments Total	\$5,627.00

Payment Amounts by Subtype

Revenue Summary

Period: 5/1/2025 - 5/31/2025
Created by: SARAH JACOBSEN on 6/2/2025 3:59:04 PM

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

Docket #	Total Fines	Restitution	Total Payments
D2500071	\$170.00	\$0.00	\$170.00

Payment Details

Date	Amount	Type	Notes
5/27/2025	\$170.00	CREDIT CARD	

Fines/Fees Details

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

Docket #	Total Fines	Restitution	Total Payments
D2500062	\$170.00	\$0.00	\$170.00

Payment Details

Date	Amount	Type	Notes
5/23/2025	\$170.00	CREDIT CARD	

Fines/Fees Details

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

Docket #	Total Fines	Restitution	Total Payments
D2498	\$75.00	\$0.00	\$75.00

Payment Details

Date	Amount	Type	Notes
5/1/2025	\$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
D2500033	\$200.00	\$0.00	\$200.00

Payment Details

Date	Amount	Type	Notes
5/1/2025	\$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
D3174	\$220.00	\$0.00	\$200.00

Payment Details

Date	Amount	Type	Notes
5/2/2025	\$200.00	CREDIT CARD	

Fines/Fees Details

Fine / Fee	Amount
COURT COSTS	\$30.00
FINES	\$170.00
SUR-CHARGE	\$20.00



Docket #	Total Fines	Restitution	Total Payments
D3205	\$350.00	\$0.00	\$350.00

Payment Details

Date	Amount	Type	Notes
5/1/2025	\$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
D2496	\$75.00	\$0.00	\$75.00

Payment Details

Date	Amount	Type	Notes
5/1/2025	\$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
D3278	\$200.00	\$0.00	\$170.00

Payment Details

Date	Amount	Type	Notes
5/8/2025	\$170.00	CREDIT CARD	PAID \$170 OF THE \$200 OWED

Fines/Fees Details

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

[REDACTED]

Docket #	Total Fines	Restitution	Total Payments
D2500017	\$200.00	\$0.00	\$30.00

Payment Details

Date	Amount	Type	Notes
5/12/2025	\$30.00	CREDIT CARD	

Fines/Fees Details

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

[REDACTED]

Docket #	Total Fines	Restitution	Total Payments
D2499	\$75.00	\$0.00	\$75.00

Payment Details

Date	Amount	Type	Notes
5/23/2025	\$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
D2500054	\$170.00	\$0.00	\$170.00

Payment Details

Date	Amount	Type	Notes
5/20/2025	\$170.00	CREDIT CARD	

Fines/Fees Details

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

[REDACTED]

Docket #	Total Fines	Restitution	Total Payments
D2500057	\$170.00	\$0.00	\$170.00

Payment Details

Date	Amount	Type	Notes
5/20/2025	\$170.00	CHECK (#2618)	

Fines/Fees Details

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



Docket #	Total Fines	Restitution	Total Payments
D3219	\$200.00	\$0.00	\$200.00

Payment Details

Date	Amount	Type	Notes
5/1/2025	\$200.00	CHECK (#473)	

Fines/Fees Details

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



Docket #	Total Fines	Restitution	Total Payments
D2500046	\$172.00	\$0.00	\$172.00

Payment Details

Date	Amount	Type	Notes
5/4/2025	\$172.00	CREDIT CARD	

Fines/Fees Details

Fine/Fee	Amount
FINES	\$135.00
SUR-CHARGE	\$37.00



Docket #	Total Fines	Restitution	Total Payments
D2387	\$1,050.00	\$0.00	\$500.00

Payment Details

Date	Amount	Type	Notes
5/14/2025	\$500.00	CREDIT CARD	

Fines/Fees Details

Fine/Fee	Amount
COURT COSTS	\$30.00
FINES	\$1,000.00
SUR-CHARGE	\$20.00



Docket #	Total Fines	Restitution	Total Payments
D2947	\$200.00	\$0.00	\$80.00

Payment Details

Date	Amount	Type	Notes
5/7/2025	\$80.00	CASH	

Fines/Fees Details

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



Docket #	Total Fines	Restitution	Total Payments
D3287	\$350.00	\$0.00	\$350.00

Payment Details

Date	Amount	Type	Notes
5/1/2025	\$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
D2500066	\$170.00	\$0.00	\$170.00

Payment Details

Date	Amount	Type	Notes
5/24/2025	\$170.00	CREDIT CARD	

Fines/Fees Details

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

[REDACTED]

Docket #	Total Fines	Restitution	Total Payments
D2500056	\$170.00	\$0.00	\$170.00

Payment Details

Date	Amount	Type	Notes
5/19/2025	\$170.00	CHECK (#2171)	

Fines/Fees Details

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

[REDACTED]

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

Payment Details

Date	Amount	Type	Notes
5/8/2025	\$280.00	CREDIT CARD	

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
D2500055	\$320.00	\$0.00	\$320.00

Payment Details

Date	Amount	Type	Notes
5/23/2025	\$320.00	CREDIT CARD	

Fines/Fees Details

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



Docket #	Total Fines	Restitution	Total Payments
D3285	\$200.00	\$0.00	\$170.00

Payment Details

Date	Amount	Type	Notes
5/19/2025	\$170.00	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
D2375	\$200.00	\$0.00	\$100.00

Payment Details

Date	Amount	Type	Notes
5/7/2025	\$100.00	CASH	

Fines/Fees Details

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



Docket #	Total Fines	Restitution	Total Payments
D2941	\$100.00	\$0.00	\$90.00

Payment Details

Date	Amount	Type	Notes
5/8/2025	\$90.00	CREDIT CARD	

Fines/Fees Details

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



Docket #	Total Fines	Restitution	Total Payments
D2921	\$170.00	\$0.00	\$170.00

Payment Details

Date	Amount	Type	Notes
5/20/2025	\$170.00	CREDIT CARD	

Fines/Fees Details

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



Docket #	Total Fines	Restitution	Total Payments
D2397	\$350.00	\$0.00	\$350.00

Payment Details

Date	Amount	Type	Notes
5/30/2025	\$350.00	CASH	

Fines/Fees Details

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



Docket #	Total Fines	Restitution	Total Payments
D3215	\$200.00	\$0.00	\$200.00

Payment Details

Date	Amount	Type	Notes
5/1/2025	\$200.00	CREDIT CARD	

Fines/Fees Details

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

[REDACTED]

Docket #	Total Fines	Restitution	Total Payments
D2500027	\$200.00	\$0.00	\$200.00

Payment Details

Date	Amount	Type	Notes
5/1/2025	\$200.00	CREDIT CARD	

Fines/Fees Details

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

[REDACTED]

Docket #	Total Fines	Restitution	Total Payments
D2482	\$125.00	\$30.00	\$80.00

Payment Details

Date	Amount	Type	Notes
5/1/2025	\$80.00	CASH	

Fines/Fees Details

Fine/Fee	Amount
COURT COSTS	\$60.00
FINES	\$25.00
RESTITUTION	\$30.00
SUR-CHARGE	\$40.00

Fines Paid by Description

Description	Amount
ADMINISTRATIVE FEE	\$0.00
BENCH WARRANT	\$0.00
COMMUNITY SERVICE	\$0.00
CONTEMPT	\$0.00
COURT COSTS	\$530.00
DEFAULT FEE	\$0.00
FINE	\$0.00
FINES	\$4,370.00
FTA/FTP FINE	\$0.00
LATE FEE	\$0.00
OJW	\$0.00
OVERPAYMENT	\$0.00
RESTITUTION	\$30.00
RESTITUTION (LOCKED)	\$0.00
RETURNED PAYMENT FEE	\$30.00
STATE ASSESSMENT	\$0.00
SUMMONS	\$0.00
SUR-CHARGE	\$497.00
WARNING LETTER	\$0.00
Total Fees	\$6,177.00
Over Charged Amount	\$0.00
Total Paid	\$5,457.00

Fines Paid by Pay Method

Description	Amount
CASH	\$610.00
CHECK	\$540.00
CREDIT CARD	\$4,307.00

Overpaid Cases

Case	OverPaid
------	----------

Public Work Director Report

John Zacklene

June 3, 2025



WATER/WASTEWATER-

Reporting – A list of approved Lead/Copper sites has been submitted and approved by the state. The liner and dirt work has been completed in Lagoon #2. The WWTP has been back online as of 4-11-25. Ramey is in the process of extending our de-watering permit with the state. We have been working with Ramey to get the lagoon's working consistently as they should to keep us in compliance with the state on all samples and flows.

Sampling – All testing for water and wastewater sampling has been transferred back to Weld County lab. Currently the Town complies with all testing and sampling requirements. We are doing 10 samples per month currently. Lead and Copper tests are up to 30 tests every 3 years.

Water Tanks- The South water tank has been inspected and has no major issues or concerns. All new cathodic protection devices have been added to the South tank. The minor epoxy coating has been completed within the south water tank. We sprung a leak in our North water tank and are working on getting it repaired. All welds have been completed, and we are filling to check for leaks now.

Jetting- We have approximately 5 hot spots to watch for and 40 miles of pipe to clean. Jetting will resume this year being the WWTP is back online.

STORM WATER

- The drainage ditch between Ponderosa and the Overlook subdivision will be scheduled to be cleared after the WWTP project has been completed.
- Clearing and jetting ROW culverts throughout town.
- Ditch burning ON Cr23 and Cr72 has been completed.

STREETS

- Gas line project on Cr21 is completed and the mill & overlay has begun.
- Crack Seal has been completed for residential neighborhoods, Timber Ridge remaining.
- Gravel road dust suppressant has been completed.
- PD generator has been installed and working as it should.
- Small bridge standards and guardrail repairs have been completed.

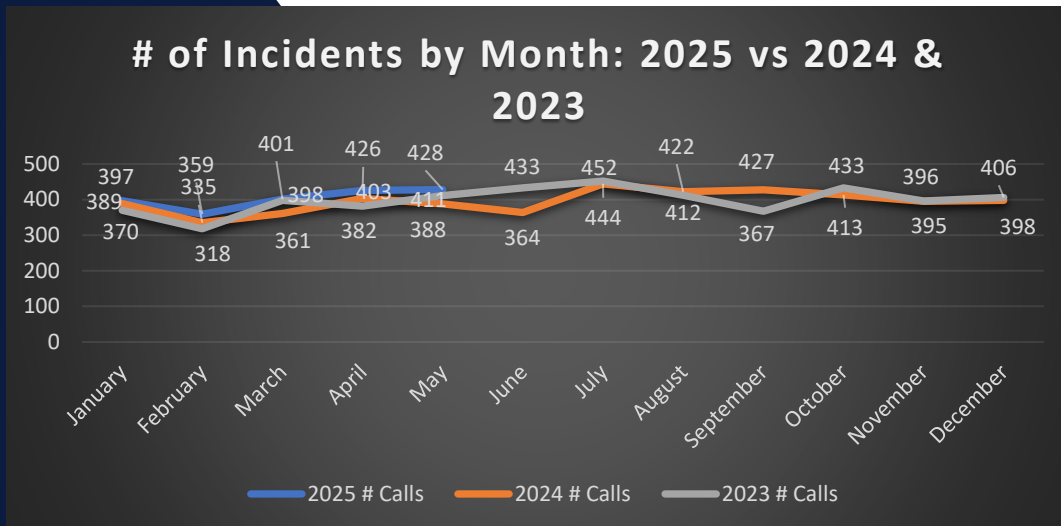
- Martin Marietta will be doing the asphalt FDR on Cr23 starting on 6-23-2025.
- Mag Chloride /Water sprayer has been ordered through OJ Watson and should be ready in the summer.
- Working on quotes for the ADA ramps at the post office.
- Working on quotes for the Cr23 North water line replacement for 2026.
- R.O.W mowing has begun.
- ADA concrete grinding was completed in Hunters Crossing & older Tailholt.
- ADA ramps and cross pans will be another project this year.

PARKS

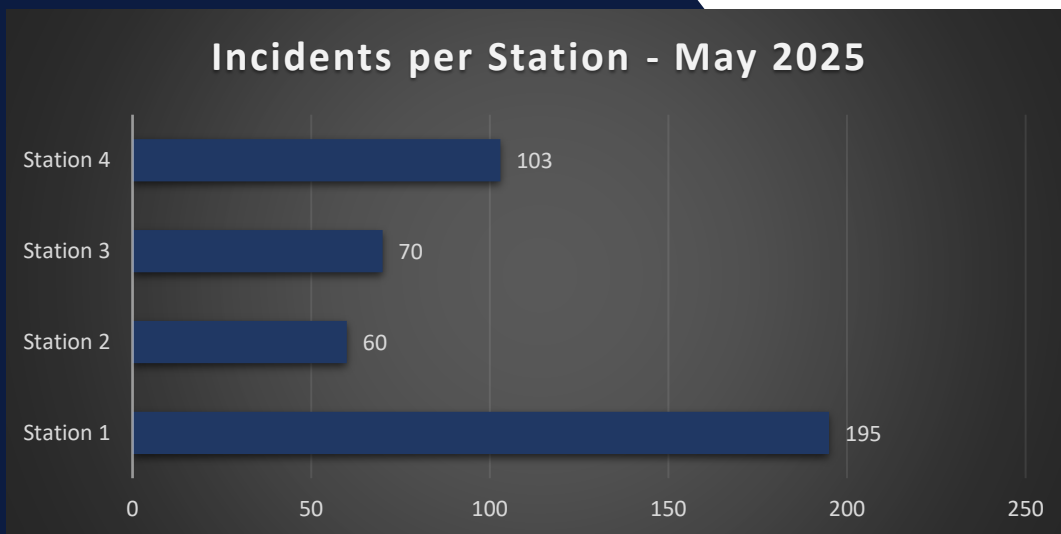
- The 2nd pond fountain has been purchased for Blue Spruce Park and is close to being completed.
- Parks shed fence will be sealed to match Tailholts fence color this year
- Dredging has been completed at the John Law Reservoir.
- New lights for the ballfields are in process for 2025.
- 12 additional garden beds have been completed.
- Parks mowing has begun.
- Weed spraying is ongoing.
- Lake view & Dog Park cameras have been installed.
- Event prep is ongoing at Community Park.
- The well shed had a meter installed to track usage.

MAJOR INCIDENT TYPE	# INCIDENTS							
	Jan	Feb	Mar	April	May	YTD 2025	YTD 2024	YTD 2023
Fires	1	11	7	11	8	38	28	33
Overpressure rupture, explosion, overheat - no fire	1	0	0	0	2	3	4	1
Rescue & Emergency Medical Service	263	237	231	275	279	1285	1226	1159
Hazardous Condition (No Fire)	13	10	11	3	8	45	39	52
Service Call	56	37	54	49	55	251	188	269
Good Intent Call	37	32	53	46	50	218	187	206
False Alarm & False Call	26	32	44	42	26	170	202	158
Severe Weather & Natural Disaster	0	0	0	0	0	0	1	0
Special Incidents	0	0	1	0	0	1	1	1
TOTAL	397	359	401	426	428	2011	1876	1879
Mutual Aid/Auto Aid Given	15	13	12	9	11	60	34	44
Mutual Aid/Auto Aid Received	14	33	27	31	32	137	12	28

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.



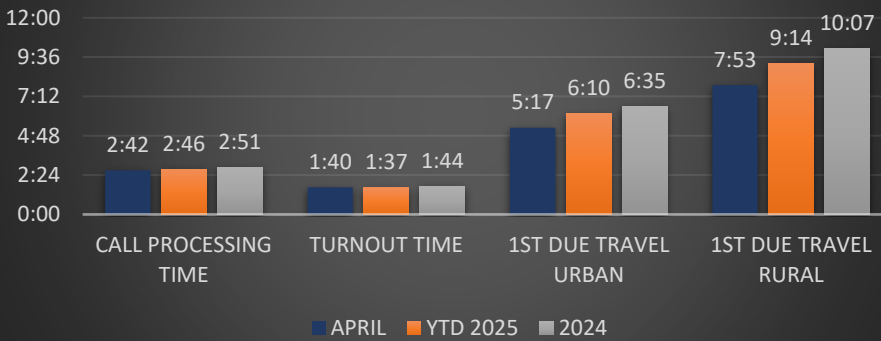
WSFR tracks incidents by the location of the incident based on which station is the closest.



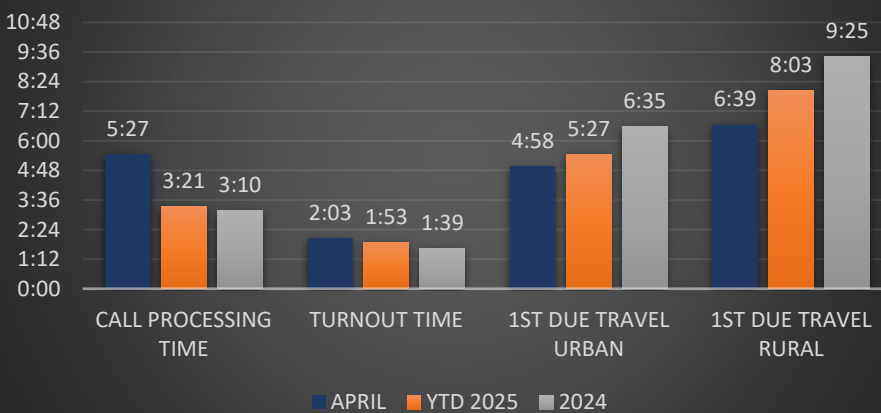
WSFR Response Report: June 2025



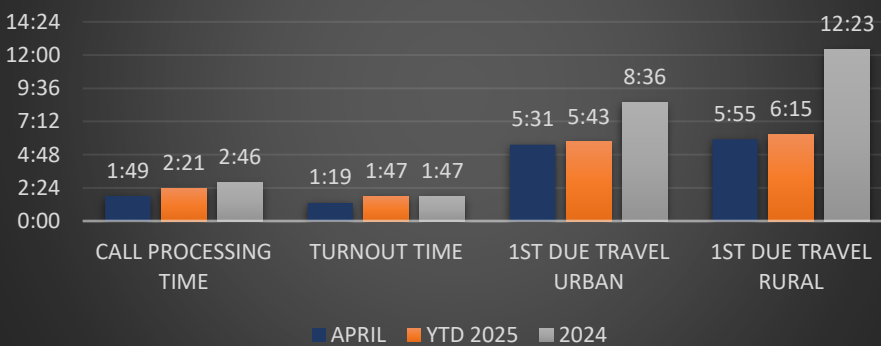
EMS Response Times - 90th Percentile for April 2025



MVA Response Times - 90th Percentile for April 2025



Fire, Wildland, Hazmat and Technical Rescue Response Times - 90th Percentile for April 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: June 2025





AGENDA ITEM SUMMARY

AGENDA ITEM	SUBMITTED BY	PRESENTED BY
Pg. 114 - Planning Commission Member Appointments	Nicholas Wharton, Town Manager	Nicholas Wharton, MPA, ICMA-CM
ACTION REQUESTED		
Town Management asks the Town Council to discuss the appointment of four (4) Planning Commissioners and take action: • Actions that may be taken: ○ Move to appoint four (4) Planning Commissioners ○ Take no action		<u>Presentation</u> <u>Action Requested</u> <u>Attorney Approved</u>
BRIEF SUMMARY		
Town Management has received seven (7) letters of interest for the four (4) open positions of Planning Commissioner. Letters of interest, resumes, and questions have been included in the packet, and the applicants have been asked to attend the Town Council Meeting to answer any additional questions. Those interested applicants are: • Jennifer Roe • Joe Pirrone (Currently Appointed) • Kevin Weimer • Stephen Olt • Josh Ochs • Jennifer Shaw • Robert Lopez		
PUBLIC SUPPORT/CONCERN		
None at this time.		
ANALYSIS AND RECOMMENDATION		
Town Management recommends that the Town Council take action and move to appoint four (4) Planning Commissioners.		
MATERIALS SUBMITTED		
The following materials were submitted and included in this packet: 1. Jennifer Roe 2. Joe Pirrone 3. Kevin Weimer 4. Stephen Olt 5. Josh Ochs 6. Jennifer Shaw 7. Robert Lopez		

From: noreply@civicplus.com
To: [Lindsay Radcliff Coombes](#); [Nicholas Wharton](#); [Sarah Jacobsen](#)
Subject: Online Form Submission #454 for Council, Board, Commission, Committee Application Form
Date: Friday, May 9, 2025 4:49:57 PM

Council, Board, Commission, Committee Application Form

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

Planning Commission

Personal Information

First Name Jennifer

Last Name Roe

Address1 1524 Lake Vista Way

Address2 *Field not completed.*

City Severance

State Colorado

Zip 80550-3804

Home Phone Number

Occupation Senior Research Analyst, Global Tax & Regulatory ComplianceSe

Email Address

Residency Information

Length of Residency in Severance 5 years as of 01 Aug 2025

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

Education and Hobbies

Hobbies reading, gardening, cooking, card making/paper crafts

Organization Membership Information

Are you currently serving on other Yes

Boards, Commissions,
or Committees?

If yes, which

Board of Directors for Severance Shores Metropolitan District (as of June 2025)

Are you pro-growth or anti-growth?

I believe in responsible and strategic growth that enhances the quality of life for Severance residents while preserving the town's character and values. Growth is essential to sustaining a thriving community, but it must be thoughtfully planned and implemented to ensure long-term benefits for residents, businesses, and infrastructure.

With my background in historic preservation and community planning, I take a balanced approach to development, advocating for smart growth strategies that consider zoning, land use amendments, and the town's evolving needs. Growth should not come at the expense of Severance's unique identity but should instead be sustainable, well-integrated, and beneficial to the community.

Through my involvement with Severance Citizens for Smart Growth and other local initiatives, I have worked to support development that aligns with economic viability, environmental responsibility, and community well-being. My goal is not to promote unchecked expansion but to ensure that growth is intentional, well-informed, and responsive to the values of our town.

As a potential member of the Planning Commission, I am committed to working collaboratively with the Town Council and fellow residents to guide growth in a way that strengthens Severance, preserves its character, and positions it for a successful future.

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

Growth has the power to shape a town's future, bringing new opportunities, infrastructure, and vitality to the community. In a town like Severance, development must strike a balance between fostering economic expansion and preserving the unique character and values that make it home for its residents. Thoughtful growth can enhance the town's livability, improve amenities, and support local businesses—but unchecked or poorly planned development can strain infrastructure, alter the town's identity, and raise concerns among community members.

Listening to residents is at the heart of responsible planning. Growth is not just about numbers; it's about people—the families, business owners, and long-time residents who call Severance home. As part of the Planning Commission, I would prioritize community engagement, ensuring that residents have a voice in decisions that affect their neighborhoods, property values, and

overall quality of life. Through open discussions, public forums, and direct outreach, I would work to understand the concerns, aspirations, and priorities of the community before making recommendations.

When approaching development decisions, I believe in taking a comprehensive, informed, and forward-thinking approach—analyzing zoning proposals, infrastructure capacity, and environmental impacts while always considering long-term sustainability. Growth should align with Severance's needs and vision for the future, ensuring that new developments support economic strength, community cohesion, and responsible land use.

Ultimately, my approach to growth is about collaboration, transparency, and ensuring that Severance's progress reflects the values of the people who live here. The town's future should be shaped with care, and I am committed to guiding that growth with integrity and thoughtful leadership.

Have you served on a Board, Council, Commission, or Committee before?	Yes
If yes, which	Board of Directors for Severance Shores Metropolitan District (as of June 2025)
Please list organization memberships and positions held	Board of Directors for Severance Shores Metropolitan District (as of June 2025)
Upload Letter of Interest	Jennifer Roe_Planning Commission LOI.docx
Upload Resume	Jennifer Roe resume.docx

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

Jennifer Roe
1524 Lake Vista Way
Severance, CO 80550



09 May 2025

Mayor and Town Council Town of Severance
3 S Timber Ridge Parkway
Severance, CO 80550

Subject: Letter of Interest – Severance Planning Commission Vacancy

Dear Mayor and Town Council,

I am writing to express my interest in serving on the Severance Planning Commission. As a resident of Severance for almost 5 years, I am eager to contribute my knowledge and passion for responsible growth, land development, and community planning.

My background in historic preservation, including community planning, has equipped me with the ability to analyze zoning, land use amendments, and development proposals critically. I am committed to ensuring thoughtful planning decisions that enhance the quality of life for Severance residents while maintaining our town's character and values.

Beyond professional experience, I am deeply invested in this community. Whether through participation in my neighborhood's ARC board, volunteering in the local schools, or the creation of the community group Severance Citizens for Smart Growth, I have sought ways to support and advocate for smart, sustainable development. Joining the Planning Commission would allow me to apply my skills in an advisory role, collaborating with the Town Council and fellow community members to shape Severance's future responsibly.

I fully understand the responsibilities and time commitment required for this position, including attending monthly meetings and reviewing proposals. I am prepared to dedicate my time and expertise to fulfill these duties with integrity and diligence.

I would welcome the opportunity to discuss my qualifications further and look forward to the Town Council's consideration. I will be available to attend the June 10th Town Council meeting as required. Please find my resume attached for your review.

Thank you for your time and consideration. I appreciate the opportunity to serve our town, and I look forward to contributing meaningfully to the Planning Commission.

Best Regards,

Jennifer Roe

Jennifer Roe

1524 Lake Vista Way
Severance, CO 80550



Objectives

- Severance resident eager to contribute to responsible planning and land development
- Passionate about preserving community values while fostering smart growth

Professional Experience

- **Senior Research Analyst, Global Tax & Regulatory Compliance** – Spinnaker Support | Greenwood Village, CO | 2016-Present
 - Evaluate global tax, legal, and regulatory updates to assess their impact on ERP system
 - Convey legislative and compliance requirements to customers, delivery teams, and employees across regulatory domains and global operations via regular reports and ad hoc research projects
- **HR Generalist** – CoreMark | Aurora, CO | 2014-2016
 - Handle recruitment, performance management, reward systems, and employee engagement
 - Ensure adherence to policies, develop and implement onboarding plans, and educate newly hired employees
 - Assist with management of staffing, employee relations, benefits, training, employment, and workplace safety

Community Involvement & Civic Engagement

- **Severance Shores Metropolitan District**– Board of Directors | June 2025-Present
 - Assist with the administration of essential utilities, roads, parks, and community services to ensure proper functionality and sustainability in the metro district
 - Ensure financial and regulatory transparency while upholding compliance and addressing resident concerns
- **Severance Citizens for Smart Growth** – Founder | 2022-Present
 - Founded Facebook community group to help fellow citizens monitor the changes and growth of Severance through a convenient, online format

Education

- **Master of Historic Preservation** – University of Georgia | Athens, GA | Candidate for MHP 2006
- **Bachelor of Arts, American History**– Kennesaw State University | Kennesaw, GA | BA, 2004
- **Certificate in Public History**– Kennesaw State University | Kennesaw, GA | Certificate, 2004

Skills & Qualifications

- Experience with Zoning & Land Use Analysis
- Policy & Decision Making
- General Knowledge of Community Planning Theory
- General Understanding of Severance's Development Policies

From: noreply@civicplus.com
To: [Lindsay Radcliff Coombes](#); [Nicholas Wharton](#); [Sarah Jacobsen](#)
Subject: Online Form Submission #459 for Council, Board, Commission, Committee Application Form
Date: Wednesday, May 14, 2025 9:07:39 AM

Council, Board, Commission, Committee Application Form

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

Planning Commission

Personal Information

First Name

Joe

Last Name

Pirrone

Address1

37067 Bald Eagle CT

Address2

Field not completed.

City

Severance

State

CO - Colorado

Zip

80550-8425

Home Phone Number

[REDACTED]

Occupation

Retired

Email Address

[REDACTED]

Residency Information

Length of Residency in
Severance

14 Years

Are you a registered
voter and a United
States Citizen?

Yes

Education and Hobbies

Hobbies

Collecting, preserving an restoring pre-WWII cars.

Organization Membership Information

Are you currently
serving on other

Yes

Boards, Commissions,
or Committees?

If yes, which	TOS Planning Commission, SER HOA BOD, Poudre Valley Region of the Antique Automobile Club of America (AACA) BOD & AACA Western Division activities representative.
Are you pro-growth or anti-growth?	I support managing growth within the guidelines specified in the land use code as may be amended.
How do you see growth impacting a town like Severance, and how would you approach decisions related to development?	Growth properly managed should not impact the quality of life within the Town of Severance. My approach would be to evaluate proposals from a perspective of preserving the rural nature of the town while adhering to the requirements of the land use code.
Have you served on a Board, Council, Commission, or Committee before?	Yes
If yes, which	TOS Tree Board, TOS Home Rule Commission, Classic Car Club of America BOD
Please list organization memberships and positions held	TOS Tree Board Commissioner, TOS Home Rule Commissioner, Classic Car Club of America BOD and Finance Chairman
Upload Letter of Interest	Letter of Intent.docx
Upload Resume	Resume.docx

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

May 14, 2025

Letter of Intent
Joe Pirrone
37067 Bald Eagle Ct
Severance CO 80550-8425


To the Town of Severance Council Members.

Please be advised that I wish to continue serving on the Town of Severance Planning Commission.

Thank you,
Joe Pirrone

May 14, 2025

Resume
Joe Pirrone
37067 Bald Eagle Ct
Severance CO 80550-8425


Education

B.S. California State University Long Beach 1974
MBA California State University Dominguez Hills 1977

Professional Experience

Hughes Aircraft Space & Communications Group/Boeing Space & Intelligence Systems 1973 – 2011. Engaged in the design and build of satellites and satellite systems with increasing leadership and management responsibilities.

Related Experience

Multiple governance volunteer activities requiring leadership, management, and communication skills. In the recent past these have included serving the Town of Severance on the tree board, the home rule commission and as vice chair of the planning commission.

From: noreply@civicplus.com
To: [Lindsay Radcliff Coombes](#); [Nicholas Wharton](#); [Sarah Jacobsen](#)
Subject: Online Form Submission #463 for Council, Board, Commission, Committee Application Form
Date: Sunday, May 18, 2025 7:36:59 AM

Council, Board, Commission, Committee Application Form

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

Planning Commission

Personal Information

First Name	Kevin
Last Name	Weimer
Address1	1504 Lake Vista Way
Address2	<i>Field not completed.</i>
City	Severance
State	CO
Zip	80550
Home Phone Number	
Occupation	Realtor
Email Address	

Residency Information

Length of Residency in Severance	5 years
Are you a registered voter and a United States Citizen?	Yes

Education and Hobbies

Hobbies	<i>Field not completed.</i>
---------	-----------------------------

Organization Membership Information

Are you currently serving on other	Yes
---------------------------------------	-----

Boards, Commissions,
or Committees?

If yes, which	Greeley Area Chamber of Commerce
Are you pro-growth or anti-growth?	I am particularly passionate about advocating for planned growth that anticipates future needs, ensuring that infrastructure, housing, and community services evolve in harmony.
How do you see growth impacting a town like Severance, and how would you approach decisions related to development?	Growth will impact our community resources, so I believe we should evaluate and plan carefully while keeping a minds eye on retention of residents, business and community feel.
Have you served on a Board, Council, Commission, or Committee before?	Yes
If yes, which	I have previously served on the CR 74 Advisory Board
Please list organization memberships and positions held	<i>Field not completed.</i>
Upload Letter of Interest	Severance planning commission.docx
Upload Resume	Severance planning commission_1.docx

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

May 6, 2025

Severance Town Clerk

Town of Severance
3 Timber Ridge Parkway
Severance, CO 80550

Dear Members of the Selection Committee,

I am writing to express my interest in serving on the Town of Severance's planning commission. As a resident of Severance and a dedicated Realtor with Coldwell Banker Realty, I am deeply committed to the growth and well-being of our community. My goal is to contribute to the town's development in a manner that balances progress with the preservation of our community's unique character.

My professional background includes over a decade in real estate, during which I have gained extensive knowledge of the local housing market and community dynamics. I have previously served on the CR 74 Advisory Board and currently hold a position on the Greeley Area Chamber of Commerce Board of Directors. These roles have equipped me with valuable experience in strategic planning and community engagement.

I am particularly passionate about advocating for planned growth that anticipates future needs, ensuring that infrastructure, housing, and community services evolve in harmony. My expertise in real estate provides me with insights into land use and development trends, which I believe can be beneficial in advisory capacities.

I am open to serving on any advisory board where my skills and experience can be most effectively utilized. It would be an honor to contribute to the continued success and prosperity of Severance.

Thank you for considering my application. I look forward to the opportunity to serve our community.

Sincerely,

Kevin Weimer

1504 Lake Vista Way
Severance, CO 80550

[REDACTED]
[REDACTED]

From: noreply@civicplus.com
To: [Lindsay Radcliff Coombes](#); [Nicholas Wharton](#); [Sarah Jacobsen](#)
Subject: Online Form Submission #467 for Council, Board, Commission, Committee Application Form
Date: Tuesday, May 20, 2025 6:16:21 PM

Council, Board, Commission, Committee Application Form

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

Planning Commission

Personal Information

First Name	STEPHEN
------------	---------

Last Name	OLT
-----------	-----

Address1	612 Rosedale Street
----------	---------------------

Address2	<i>Field not completed.</i>
----------	-----------------------------

City	Severance
------	-----------

State	Colorado
-------	----------

Zip	80550
-----	-------

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

Occupation	Retired
------------	---------

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

Residency Information

Length of Residency in Severance	13 months
-------------------------------------	-----------

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

Education and Hobbies

Hobbies	Horse ownership & maintenance, working out at Windsor Rec Ctr, own & walk dog
---------	--

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, if done correctly.
How do you see growth impacting a town like Severance, and how would you approach decisions related to development?	Residential growth is presently occurring too rapidly. More thought should be given to the nature and speed of approving and building future growth. More commercial/retail uses should be considered to complement future growth in the town.
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	Past member of the American Society of Landscape Architects
Upload Letter of Interest	coverletter for planning .docx
Upload Resume	Stephen_Olt_Resume current.docx

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

STEPHEN OLT

612 Rosedale Street, Severance, CO 80550



May 20, 2025

Ms. Shani Porter
Planning Director
3 Timber Ridge Pkwy
Severance, CO 80550

Dear Shani,

I would like to introduce myself and to apply for an open position on the Town of Severance Planning Commission. Following is a summary of my past experiences and skills as they pertain to the Planning Commission requirements:

- Coordinated with property owners, developers, planning consultants and various city departments of the City of Fort Collins.
- Processed Planning development proposals against the Land Use Code, Zoning Code and relevant Comprehensive Plans.
- Prepared staff reports for each development proposal, Provided the reports to the Planning & Zoning Board, Administrative Hearing Officer, Fort Collins City Council and Administrative staff for the final decision.

Attached is a resume that details my skills and experiences. I welcome the opportunity to meet with you to discuss further how my background could be a fit to work with the Town of Severance Planning Commission. In the next few days, I'll follow up with you to confirm receipt of this application and to determine a logical next step.

Thank you for consideration.

Sincerely,

Stephen Olt

STEPHEN OLT

612 Rosedale Street, Severance, CO 80550

Summary

Accomplished professional offering 22 years of experience in reviewing planning and development projects. Thorough in conducting in-depth research, performing surveys, and coordinating plans and presentations in line with development needs and zoning requirements for the City of Fort Collins. Worked with city leaders, decision-makers and the public to coordinate project details and make recommendations (in association with development review staff) to City Council, the City Planning & Zoning Board, Administrative Hearing Officer or Planning Director for approval or denial decisions regarding the project.

Skills

- Land use planning
- Development review
- Site analysis
- Project management
- Zoning regulations
- Urban design
- Public engagement
- Regulatory compliance
- Environmental assessment
- Effective communication
- Historic preservation
- Transportation planning
- Problem solving
- Community engagement
- Walkability assessment
- Traffic impact analysis
- Teamwork
- Commercial and residential planning
- Staff report writing
- American Society of Landscape Architects member

Experience

City Planner (Development Review)

03/1990 to 04/2012

City of Fort Collins Planning Department

Fort Collins, CO

- Received development proposals for many different kinds of development in the City of Fort Collins, such residential, commercial, retail, parks and personal uses.
- Working with the property owners, developers, planning consultants and various departments with the City of Fort Collins development review staff I was responsible for evaluating the proposals against the City's Land Use Code, Zoning Code and active, relevant Comprehensive Plans, then prepared a Staff Report to submit to City Council, the Planning & Zoning Board or Administrative Hearing Office for review and decision.

Business Service II – Administrative Review Team

06/2012 to 03/2024

City of Fort Collins Planning Department

Fort Collins, CO

- Developed a new job working for the Planning Department entering, digitizing and uploading past & current Planning development review proposals into the City's new Laserfiche filing system. This enabled both City staff and the public to access and review City development proposals.

Education and Military Service

Bachelor of Science: Landscape Architecture

Purdue University

08/1972

West Lafayette, IN

Military History

Honorable Discharge from US Navy 1969, served aboard a ship during the Vietnam Conflict

From: noreply@civicplus.com
To: [Lindsay Radcliff Coombes](#); [Nicholas Wharton](#); [Sarah Jacobsen](#)
Subject: Online Form Submission #471 for Council, Board, Commission, Committee Application Form
Date: Wednesday, May 21, 2025 9:01:17 PM

Council, Board, Commission, Committee Application Form

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

Planning Commission

Personal Information

First Name Josh

Last Name Ochs

Address1 718 Takin Dr.

Address2 *Field not completed.*

City Severance

State CO

Zip 80550

Home Phone Number

Occupation Code Compliance Inspector

Email Address

Residency Information

Length of Residency in
Severance 3 years

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

Education and Hobbies

Hobbies Attending Special Olympics activities with my adult special needs son. Fishing. Autograph sports collecting.

Organization Membership Information

Are you currently
serving on other Yes

Boards, Commissions,
or Committees?

If yes, which	Hunters Overlook Metro District No. 5 Director
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?	Growth is impacting us on several fronts, most notably changing our small town atmosphere into a larger city vibe. It is important that we adhere to our town code concerning new development to ensure growth remains responsible and sustainable. I believe our approach should prioritize reasonable, slower growth that balances residential and commercial development. This strategy will help preserve the unique charm of our town while accommodating progress. Additionally, I feel the town should actively promote itself to attract high-quality developers who share our vision for thoughtful growth. By doing so, we can foster developments that enhance our community rather than diminish its character..
Have you served on a Board, Council, Commission, or Committee before?	No
If yes, which	N/A
Please list organization memberships and positions held	<i>Field not completed.</i>
Upload Letter of Interest	Plan Com.docx
Upload Resume	Resume.docx

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

Josh Ochs
Severance, CO 80550



May 21, 2025

Mayor Matthew Fries
Severance Town Council
Attn: City Manager Nicholas Wharton
P.O. Bo 339
Severance, CO 80546

Dear Mayor Matthew Fries and Town Council Members,

I am writing to express my interest in an open seat on the Planning Commission.

I am a Colorado native, having been born and raised in Loveland. I spent time living in Ft. Collins and Johnstown before settling in Greeley for over twenty years. I moved to Severance in April of 2022 and am proud to call it home.

I have over twenty-five years of experience in community service and leadership roles, making me well-equipped to effectively serve our town. Throughout my career, I have demonstrated a commitment to fostering positive change and promoting the greater good. My passion for serving others combined with my proven track record of success makes me excited about the opportunity to contribute to our town.

I am enthusiastic about the opportunity to contribute to the responsible land use and development decisions that shape our community's future. With a strong commitment to thoughtful planning and sustainable growth, I am eager to offer my perspective and collaborate with fellow members to guide the town's development and zoning policies effectively.

Thank you for considering my application. I look forward to the possibility of contributing to the continued growth and well-being of our community.

Sincerely,

Josh Ochs

JOSHUA C. OCHS

Severance, CO |

Talented relationship-builder, problem-solver and leader with accomplished career in government. Organized and dependable candidate successful at managing multiple priorities with a positive attitude. Enthusiastic about applying expertise with a willingness to learn to help create a positive, healthy community.

Experience

CODE COMPLIANCE INPSECTOR

City of Greeley/Greeley, CO 2022

FDA TOBACCO INSPECTOR

Weld County Government/Greeley, CO
2018

POLICE DETECTIVE

City & County of Broomfield/Broomfield,
CO 2007

POLICE OFFICER

City of Chandler/Chandler, AZ 2006

MASTER POLICE OFFICER

City of Greeley/Greeley, CO 1999

POLICE SERGEANT

Town of Johnstown/Johnstown, CO 1995

Skills

- Empathy
 - Analytical Person
 - Teamwork
 - Trained Negotiator
 - Exceptional communication
 - Patience
-

From: noreply@civicplus.com
To: [Lindsay Radcliff Coombes](#); [Nicholas Wharton](#); [Sarah Jacobsen](#)
Subject: Online Form Submission #472 for Council, Board, Commission, Committee Application Form
Date: Wednesday, May 21, 2025 9:06:36 PM

Council, Board, Commission, Committee Application Form

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

Planning Commission

Personal Information

First Name	Jennifer
------------	----------

Last Name	Shaw
-----------	------

Address1	306 Immigrant Trl
----------	-------------------

Address2	<i>Field not completed.</i>
----------	-----------------------------

City	Severance
------	-----------

State	CO
-------	----

Zip	80550
-----	-------

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

Occupation	SVP of Compliance
------------	-------------------

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

Residency Information

Length of Residency in Severance	5 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	No
-------------------	----

serving on other
Boards, Commissions,
or Committees?

If yes, which

Field not completed.

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 come down to how the growth will impact our roads, water availability, children/schools, housing and land availability for all income levels, and 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 be proud of. It is important we are fiscally responsible and generate tax revenue so we can sustain the growth and continue to maintain a beautiful community in Northern Colorado.

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

Settler's Landing HOA - Secretary

Upload Letter of
Interest

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

Upload Resume

[Jennifer Shaw - Resume.docx](#)

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

May 21, 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 Town of Severance Planning Commission. 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.

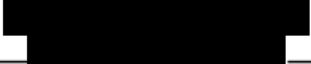
With my career experience as an auditor, I analyze documents and provide feedback and guidance to my clients to make their businesses stronger. My knowledge and experience of reading and analyzing documents will allow me to provide insight and thoughtful feedback to our municipal governing body to make informed decisions on zoning, land use amendments, plans and studies and land development.

Thank you for your time and consideration.

Sincerely,
Jennifer Shaw

JENNIFER E. I. SHAW

306 Immigrant Trail, Severance, CO 80550



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 #474 for Council, Board, Commission, Committee Application Form
Date: Thursday, May 22, 2025 6:20:17 PM

Council, Board, Commission, Committee Application Form

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

Planning Commission

Personal Information

First Name	Robert
------------	--------

Last Name	Lopez
-----------	-------

Address1	969 Ouzel Falls Rd
----------	--------------------

Address2	<i>Field not completed.</i>
----------	-----------------------------

City	Severance
------	-----------

State	CO
-------	----

Zip	80550
-----	-------

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

Occupation	<i>Field not completed.</i>
------------	-----------------------------

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

Residency Information

Length of Residency in Severance	1.4 years
-------------------------------------	-----------

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

Education and Hobbies

Hobbies	GMRS Two-Way Communications, Camping, and Train Spotting (Railfanning)
---------	---

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?

Both, I am a negotiable person

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

Bringing Business and Home to Severance bring more tax dollars to the town. Enabling more public resources to the community.

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

Front Range GMRS Users Group (Closed Club)

Upload Letter of
Interest

[Severance - Planning Co.docx](#)

Upload Resume

[Resumé - June 2, 2024.docx](#)

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

Robert C. Lopez
969 Ouzel Falls Rd
Severance, CO 80550

Town of Severance
3 South Timber Ridge Parkway
PO Box 339
Severance, CO 80550

Thursday, May 22, 2025

Letter of Interest: Planning Commissioner

To whom it may concern at Town of Severance, Colorado,

This is to notify you of my interest in running for the position of Planning Commissioner. I believe my abilities, experience, and 1.4 years of living in this community make me a suitable candidate for this position.

I confirm I have read and understand the guidelines for nomination. I intend to follow these procedures to the letter. Please include my name on the ballot for the next election.

Sincerely,

Robert C. Lopez

[REDACTED]
[REDACTED]

ROBERT C. LOPEZ

969 Ouzel Falls Rd ♦ Severance, CO 80550

EDUCATION

DeVry University	Chicago, IL
Bachelor of Science	May 2015
Business Administration / Project Management	GPA: 3.7
Buena Regional High School	Buena, NJ
Atlantic County Vocational Technical School	Mays Landing, NJ
Nursing Assistant / Graphic Arts & Design	June 1999

RELEVANT EXPERIENCE

Phil Long Dealerships, Inc Phil Long Ford of Denver, LLC	Denver, CO
Service Valet Manager	July 2022 – Present

- Enters data into Ford PDL Software, Schedules, Trains, Supervises Teams Performance
- Deliver or pick up vehicles for service customers.
- Use good judgment and safe driving skills.
- Keep a timely shuttle route.
- Operate radio or similar device to communicate with dealership or other vehicles to report disruption of service.
- Keep a record of trips including destination or pick-up point.
- Maintain a professional appearance.
- Perform other duties as assigned.

Weld County Notary & Loan Signing, LLC	Severance, CO
CEO, Notary & Loan Signing Agent	May 2024 – Present

- Explaining the signing process to the client, including what they should bring to the signing and what information they should bring with them
- Preparing all documents for signing, including reviewing the documents for errors and discrepancies
- Reviewing the documents to ensure that they have the appropriate notary seals and signatures
- Reviewing and explaining any legal terms or concepts that may be unfamiliar to the signer
- Scheduling appointments with clients to meet at specific times and locations
- Explaining the legal significance of their actions as a notary public and state laws regarding notary conduct
- Interviewing clients to determine if they qualify to sign the document in question
- Explaining what will happen during the signing process, including any steps that will be taken to ensure that the signer is who they claim to be
- Witnessing the signing process and noting any irregularities to report them to appropriate authorities

ROBERT C. LOPEZ

969 Ouzel Falls Rd ♦ Severance, CO 80550

ADDITIONAL EXPERIENCE

National Vision, Inc | America's Best Contacts & Eyeglasses

Assistant Manager

Parker, CO

November 2021 – July 2022

- Drives, monitors, and achieves profit, sales and performance goals according to standards.
- Monitors retail operating costs, budgets, and resources.
- Optimizes and oversees store operations to ensure efficiency and compliance with company's policies and operational guidelines. Identifies areas of opportunity and creates an action plan for improvement.
- Commitment to providing outstanding customer service and ensures all associates do the same.

HCA Healthcare | HealthONE of Denver

Patient Safety Attendant – Virtual Care Center

Denver, CO

February 2021 – November 2021

- Participates in high-quality, patient-centered care by providing continuous observation and monitoring for high-risk patients.
- In collaboration with the patient care team, the PSA ensures the patient environment is free of obstacles and minimizes risk of falls and accidental or intentional self-harm.
- The Sitter may also assist with basic activities of daily living.

Blue Spruce Services, LLC | Blue Spruce Notary Services, LLC

Owner, President, Signing Agent

Denver, CO

January 2021 – December 2023

- Explaining the signing process to the client, including what they should bring to the signing and what information they should bring with them
- Preparing all documents for signing, including reviewing the documents for errors and discrepancies
- Reviewing the documents to ensure that they have the appropriate notary seals and signatures
- Reviewing and explaining any legal terms or concepts that may be unfamiliar to the signer
- Scheduling appointments with clients to meet at specific times and locations
- Explaining the legal significance of their actions as a notary public and state laws regarding notary conduct
- Interviewing clients to determine if they qualify to sign the document in question
- Explaining what will happen during the signing process, including any steps that will be taken to ensure that the signer is who they claim to be
- Witnessing the signing process and noting any irregularities to report them to appropriate authorities

Orlando Health, Inc | Orlando Regional Medical Center

Security Officer

Orlando, FL

March 2020 – January 2021

- As a hospital security officer, protect staff, patients, and visitors and ensure that all hospital property is secure.
- Duties are to patrol the building and its grounds, monitor all activity in and out of the hospital, and endeavor to prevent vandalism, theft, fire, and disturbances within the facility.
- Report to the supervisor or manager about what I have observed on my rounds.
- Be on the lookout for all sorts of issues at the hospital, including maintenance issues, which may compromise people's safety or the integrity of the building.

ROBERT C. LOPEZ

969 Ouzel Falls Rd ♦ Severance, CO 80550

Hilton Grand Vacations, Inc | Parc Soleil Ruby Lake Resort
Loss Prevention Officer | Security Officer

Orlando, FL
August 2018 – March 2020

- Act as a liaison between other departments within the company when it comes to information security.
- For this reason, information security associates must have good people skills to successfully deal with several co-workers.

The Walt Disney Company | Walt Disney World Parks & Resorts
Security Host | Security Officer

Lake Buena Vista, FL
August 2017 – February 2020

- Provides security and protection for guests, employees, and the property.
- Maintains crowd control, prevents theft, and discourages altercations in a high-volume atmosphere.

MasTec Advanced Technologies | AT&T DirecTV
Satellite Technician

Longwood, FL
August 2016 – July 2017

- Performing the technical duties required to install, maintain and upgrade residential satellite products and maximize the service they provide.
- Selling of products, services, and monthly promotions.

The Arc of Cape May County, Inc
Direct Support Professional

Dennisville, NJ
July 2013 – May 2016

- Helping residents with daily activities, accompanying them to doctor appointments, cooking and serving meals, performing light housekeeping duties, running errands, and providing companionship.

COMMUNITY INVOLVEMENT

Firefighter EMS Driver, Dorothy Volunteer Fire Company	May 2016 – 2000
EMS Driver Support Staff, Collings Lakes Emergency Medical Services	May 1999 – April 2003
Firefighter EMS Driver, Collings Lakes Vol. Fire Department	April 2003 – January 2007

SKILLS

Office Management	Teambuilding & Supervision	Staff Development & Training
Policies & Procedures Manuals	Report & Document Preparation	Records Management
Meeting & Event Planning	Inventory Management	Expense Reduction
Accounts Payable/Receivable	Bookkeeping & Payroll	Communication Skills

HONORS AND AWARDS

United States Congressional Award "9/11 WTC & New York City"	October 2001
Citizenship Award	June 1995



AGENDA ITEM SUMMARY

AGENDA ITEM	SUBMITTED BY	PRESENTED BY
Pg. 148 - Tree Board Member Appointments	Nicholas Wharton, Town Manager	Nicholas J. Wharton
ACTION REQUESTED		
Town Management recommends that the Town Council consider re-posting the vacant positions or decommissioning the Tree Board.		<u>Action Requested</u> <u>Attorney Approved</u>
BRIEF SUMMARY		
Town Management has received no application for the Tree Board.		
PUBLIC SUPPORT/CONCERN		
None at this time		
ANALYSIS AND RECOMMENDATION		
Town Management recommends that the Town Council consider re-posting the vacant positions or decommissioning the Tree Board.		
MATERIALS SUBMITTED		
The following materials were submitted and included in this packet: None		



AGENDA ITEM SUMMARY

AGENDA ITEM	SUBMITTED BY	PRESENTED BY
Pg. 149 - Resolution 2025-18R - A Resolution of the Town Council of the Town of Severance, Colorado, finding substantial compliance of an annexation petition, initiating annexation proceedings, and setting a public hearing on the petition in accordance with the Municipal Annexation Act of 1965 for property known as Cordero Subdivision Annexation No. 1-3	Shani Porter, Planning Director	Nicholas Wharton, Town Manager
ACTION REQUESTED		
Town Staff request that the Town Council approve Resolution 2024-18R, finding substantial compliance of an annexation petition, initiating annexation proceedings, and setting a public hearing on the petition for property known as Cordera Subdivision.		<u>Resolution</u> <u>Action Requested</u> <u>Attorney Approved</u>
BRIEF SUMMARY		
The applicant is requesting the annexation and zoning of a project known as 'Cordero Subdivision'. The property is proposed to annex approximately 119 acres and is planned to be zoned rural residential, consisting of 34 single-family lots. The first step in the annexation process is for Town Council to find substantial compliance of the annexation petition in accordance with Section 31-12-107(1) C.R.S.		
PUBLIC SUPPORT/CONCERN		
None at this time.		
ANALYSIS AND RECOMMENDATION		
Town Staff has reviewed the application for annexation in accordance with State Statute 31-12-104, 31-23-105 and 31-12-107(1) and the Severance Municipal Code and find the application substantially complies and is eligible for annexation into the Town of Severance. Town Staff requests that the Town Council recommend approval of the findings of substantial compliance and set a hearing date for annexation eligibility of August 26th, 2025.		
MATERIALS SUBMITTED		
The following materials were submitted and included in this packet: 1. TC Resolution 2025-18R- Cordero Subdivision Annexation Petition Substantial Compliance 2. Notarized Petition Cordero 3. Affidavit_of_Circulator 4. 05_Annexation-Zoning_Map		

**TOWN OF SEVERANCE
RESOLUTION NO. 2025-18R**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SEVERANCE,
COLORADO, FINDING SUBSTANTIAL COMPLIANCE OF AN ANNEXATION
PETITION, INITIATING ANNEXATION PROCEEDINGS, AND SETTING A
PUBLIC HEARING ON THE PETITION IN ACCORDANCE WITH THE
MUNICIPAL ANNEXATION ACT OF 1965 FOR PROPERTY KNOWN AS THE
CORDERO SUBDIVISION ANNEXATION NO. 1-3**

WHEREAS, a written Petition for Annexation to the Town of Severance, Colorado (“Petition”), has been filed with the Town Clerk requesting the annexation of a certain unincorporated tract of land comprised of approximately 119.653 acres located in the County of Weld, State of Colorado (the “Property”), and being more particularly described on Exhibit A, attached hereto and incorporated herein by this reference; and

WHEREAS, the Town of Severance has or will have in place a plan meeting the requirements of Section 31-12-105(e), C.R.S.; and

WHEREAS, no election for annexation of the area proposed to be annexed to the Town of Severance has been held in the preceding twelve (12) months; and

WHEREAS, the annexation to the Town of Severance, Colorado of the area proposed to be annexed will not result in a change of county boundaries; and

WHEREAS, the names and mailing addresses of the signers of the Petition and date of signing are included in the Petition, and the legal descriptions of the land owned by Petitioner is attached to the Petition. No signature on the Petition is dated more than 180 days prior to the date of filing of the Petition for annexation with the Town Clerk; and

WHEREAS, the Petition has been referred to the Town Council for the Town of Severance, for a determination of substantial compliance with the requirements of the Colorado Municipal Annexation Act of 1965, Section 31-12-107(1), C.R.S.; and

WHEREAS, none of the area proposed to be annexed to the Town of Severance, Colorado, is presently a part of any incorporated city, city and county, or town, and is not contiguous to any other incorporated city, city and county, or town; and

WHEREAS, the Town Council has been advised by the staff, and has taken official notice of all maps, records, and other information and materials on file with the Town of Severance, Colorado, regarding the Petition.

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

Section 1. The Town Council hereby finds and determines:

- a. That a Petition for Annexation to the Town of Severance, Colorado, has been

filed with the Town Clerk by Lot O, LLC – Ryan Woodland (“Petitioner”);

- b. That Petitioner is the owner of one hundred percent (100%) of the Property proposed to be annexed, described on Exhibit A, exclusive of public streets and alleys; and
- c. That said Petition substantially complies with Section 31-12-107(1), C.R.S.

Section 2. The Town Council of the Town of Severance, Colorado, will hold a hearing upon the Petition for the purpose of determining and finding whether the area proposed to be annexed meets the applicable requirements of Sections 31-12-104 and 31-12-105, C.R.S., and the Severance Municipal Code, all as amended, and is considered eligible for annexation. The hearing will be held on **June 10th, 2025**, commencing at the hour of 6:00 P.M., or as soon as possible thereafter, at Severance Town Hall in the Town Council Chambers, 3 S. Timber Ridge Parkway, Severance, Colorado 80550. Any person may appear at such hearing and present evidence upon any matter to be determined by the Town Council of the Town of Severance, Colorado.

Section 3. The Town Clerk shall publish a Notice of Public Hearing, in substantially the form attached as Exhibit B, once a week for four successive weeks in a newspaper of general circulation in the area proposed to be annexed, with the first publication of such notice to be at least thirty days prior to the date of the hearing. The Town Clerk shall further provide notice to the Clerk of the Board of County Commissioners of Weld County, the Weld County Attorney, and to any special district or school district having territory within the area proposed to be annexed, in the manner and within the time provided in Section 31-12-108(2), C.R.S.

RESOLVED AND APPROVED this ____ day of _____, 2025.

TOWN OF SEVERANCE, COLORADO

Matthew Fries, Mayor

ATTEST:

Sarah Jacobsen, Town Clerk

Exhibit A

CORDERO SUBDIVISION ANNEXATION NO. 1-3 LEGAL DESCRIPTION

Annexation No. 1

A TRACT OF LAND, BEING PART OF LOT B, RECORDED EXEMPTION NO. 0705-24-1-RE-255, AS RECORDED MARCH 25, 1977 AS RECEPTION NO. 1714631 OF THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER, SITUATE IN THE NORTHEAST QUARTER (NE ¼) OF SECTION TWENTY-FOUR (24), TOWNSHIP SEVEN NORTH (T.7N), RANGE SIXTY-SEVEN WEST (R.67W) OF THE SIXTH PRINCIPLE MERIDIAN (6TH P.M.), COUNTY OF WELD, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 24 AND ASSUMING THE NORTH LINE OF SAID NORTHEAST QUARTER (NE ¼) AS BEARING NORTH 89°02'19" EAST, BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983/2011, A DISTANCE OF 2,638.80 FEET MONUMENTED BY A #6 REBAR WITH 3.25" ALUMINUM CAP STAMPED LS 7242 AT THE NORTH QUARTER CORNER AND A #6 REBAR WITH 3.25" ALUMINUM CAP STAMPED LS 28650 AT THE NORTHEAST CORNER OF SECTION 24 AND WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO:

THENCE NORTH 89°02'19" EAST ALONG SAID NORTH LINE A DISTANCE OF 391.17 FEET TO THE MOST NORTHERLY NORTHWEST CORNER OF SAID LOT B;
THENCE SOUTH 00°18'00" EAST ALONG THE WEST LINE OF LOT B A DISTANCE OF 30.00 FEET TO THE SOUTH RIGHT OF WAY (ROW) OF WELD COUNTY ROAD 80 AND TO THE POINT OF BEGINNING;

THENCE NORTH 89°02'19" EAST ALONG SAID SOUTH LINE A DISTANCE OF 337.93 FEET TO THE EASTERLY LINE OF LOT B;
THENCE SOUTH 26°19'58" EAST ALONG SAID EASTERLY LINE A DISTANCE OF 11.07 FEET;
THENCE SOUTH 89°02'19" WEST A DISTANCE OF 163.76 FEET;
THENCE SOUTH 00°57'41" EAST A DISTANCE OF 607.83 FEET;
THENCE SOUTH 89°02'19" WEST A DISTANCE OF 10.00 FEET;
THENCE NORTH 00°57'41" WEST A DISTANCE OF 607.83 FEET;
THENCE SOUTH 89°02'19" WEST A DISTANCE OF 169.02 FEET TO THE MOST NORTHERLY WEST LINE OF LOT B;
THENCE NORTH 00°18'00" WEST ALONG SAID WEST LINE A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

SAID DESCRIBED PARCEL OF LAND CONTAINS 9,482 SQUARE FEET OR 0.218 ACRES, MORE OR LESS (+/-).

Annexation No. 2

A TRACT OF LAND, BEING PART OF LOT B, RECORDED EXEMPTION NO. 0705-24-1-RE-255, AS RECORDED MARCH 25, 1977 AS RECEPTION NO. 1714631 OF THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER, AND THE NORTH HALF OF THE SOUTHEAST QUARTER (N1/2SE1/4) OF SECTION TWENTY-FOUR (24), TOWNSHIP SEVEN NORTH (T.7N), RANGE SIXTY-SEVEN WEST (R.67W) OF THE SIXTH PRINCIPLE MERIDIAN (6TH P.M.), COUNTY OF WELD, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 24 AND ASSUMING THE NORTH LINE OF THE NORTHEAST QUARTER (NE ¼) OF SAID SECTION 24 AS BEARING AS BEARING NORTH 89°02'19" EAST, BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983/2011, A DISTANCE OF 2,638.80 FEET MONUMENTED BY A #6 REBAR WITH 3.25" ALUMINUM CAP STAMPED LS 7242 AT THE NORTH QUARTER CORNER AND A #6 REBAR WITH 3.25" ALUMINUM CAP STAMPED LS 28650 AT THE NORTHEAST CORNER OF SECTION 24 AND WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO:

THENCE NORTH 89°02'19" EAST ALONG SAID NORTH LINE A DISTANCE OF 391.17 FEET TO THE MOST NORTHERLY NORTHWEST CORNER OF SAID LOT B;
THENCE SOUTH 00°18'00" EAST ALONG THE WEST LINE OF LOT B A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 89°02'19" EAST ALONG SAID SOUTH LINE A DISTANCE OF 169.02 FEET;
THENCE SOUTH 00°57'41" EAST A DISTANCE OF 607.83 FEET;
THENCE NORTH 89°02'19" EAST A DISTANCE OF 10.00 FEET;
THENCE NORTH 00°57'41" WEST A DISTANCE OF 607.83 FEET;
THENCE NORTH 89°02'19" EAST A DISTANCE OF 163.76 FEET TO THE EASTERLY LINE OF LOT B;
THENCE SOUTH 26°19'58" EAST ALONG SAID EASTERLY LINE A DISTANCE OF 809.94 FEET;
THENCE SOUTH 89°01'02" WEST A DISTANCE OF 989.25 FEET;
THENCE SOUTH 00°18'53" EAST A DISTANCE OF 1871.01 FEET;
THENCE SOUTH 00°13'16" EAST A DISTANCE OF 320.46 FEET;
THENCE SOUTH 89°01'35" WEST A DISTANCE OF 100.01 FEET TO THE WEST LINE OF SAID N1/2SE1/4;
THENCE NORTH 00°13'16" WEST ALONG SAID WEST LINE A DISTANCE OF 321.69 FEET TO THE SOUTHWEST CORNER OF LOT B;
THENCE ALONG THE WESTERLY LINES OF LOT B THE FOLLOWING THREE COURSES:
THENCE NORTH 00°18'53" WEST A DISTANCE OF 1969.77 FEET;
THENCE NORTH 89°01'02" EAST A DISTANCE OF 391.00 FEET;
THENCE NORTH 00°18'00" WEST A DISTANCE OF 632.12 FEET TO THE POINT OF BEGINNING.

SAID DESCRIBED PARCEL OF LAND CONTAINS 633,195 SQUARE FEET OR 14.536 ACRES, MORE OR LESS (+/-).

Annexation No. 3

A TRACT OF LAND, BEING PART OF LOT B, RECORDED EXEMPTION NO. 0705-24-1-RE-225 AS RECORDED MARCH 25, 1977 AS RECEPTION NO. 1714631 OF THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER (WCCR), AND THE NORTH HALF OF THE SOUTHEAST QUARTER (N1/2SE1/4) OF SECTION TWENTY-FOUR (24), TOWNSHIP SEVEN NORTH (T.7N.), RANGE SIXTY-SEVEN WEST (R.67W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), COUNTY OF WELD, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 24 AND ASSUMING THE NORTH LINE OF THE NORTHEAST QUARTER (NE1/4) OF SAID SECTION 24 AS BEARING NORTH 89°02'19" EAST, BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983/2011, A DISTANCE OF 2638.80 FEET MONUMENTED BY A #6 REBAR WITH 3.25" ALUMINUM CAP STAMPED LS 7242 AT THE NORTH QUARTER CORNER AND A #6 REBAR WITH 3.25" ALUMINUM CAP STAMPED LS 28650 AT THE NORTHEAST CORNER OF SECTION 24 AND WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE NORTH 89°02'19" EAST ALONG SAID NORTH LINE A DISTANCE OF 714.53 FEET TO THE NORTHEAST CORNER OF SAID LOT B;
THENCE ALONG THE EASTERLY LINES OF LOT B THE FOLLOWING TEN COURSES:
THENCE SOUTH 26°19'58" EAST A DISTANCE OF 854.21 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 26°19'58" EAST A DISTANCE OF 555.71 FEET;
THENCE SOUTH 27°17'58" EAST A DISTANCE OF 103.49 FEET;
THENCE SOUTH 35°01'58" EAST A DISTANCE OF 177.69 FEET;
THENCE SOUTH 00°37'58" EAST A DISTANCE OF 523.80 FEET;
THENCE SOUTH 14°24'02" WEST A DISTANCE OF 87.50 FEET;
THENCE SOUTH 77°54'02" WEST A DISTANCE OF 163.00 FEET;
THENCE SOUTH 35°57'02" WEST A DISTANCE OF 91.90 FEET;
THENCE SOUTH 22°55'02" WEST A DISTANCE OF 235.50 FEET;
THENCE SOUTH 30°04'58" EAST A DISTANCE OF 228.49 FEET TO THE NORTH LINE OF THE N1/2SE1/4;

THENCE SOUTH 89°02'35" WEST ALONG SAID NORTH LINE A DISTANCE OF 36.05 FEET TO THE WEST LINE OF THAT STRIP PARCEL AS DESCRIBED IN THE WARRANTY DEED AS RECORDED JANUARY 20, 2010 AS RECEPTION NO. 3671136 OF THE WCCR;

THENCE ALONG SAID WEST LINE THE FOLLOWING SEVEN COURSES:

THENCE SOUTH 37°12'13" EAST A DISTANCE OF 154.31 FEET;
THENCE SOUTH 40°52'13" EAST A DISTANCE OF 267.71 FEET;
THENCE SOUTH 33°12'13" EAST A DISTANCE OF 394.87 FEET;
THENCE SOUTH 25°12'13" EAST A DISTANCE OF 77.58 FEET;
THENCE SOUTH 00°02'13" EAST A DISTANCE OF 41.98 FEET;
THENCE SOUTH 49°42'13" EAST A DISTANCE OF 775.09 FEET;
THENCE SOUTH 67°12'13" EAST A DISTANCE OF 82.97 FEET TO THE SOUTH LINE OF THE N1/2SE1/4;

THENCE SOUTH 89°01'35" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 2412.97 FEET TO THE CENTER-SOUTH 1/16TH CORNER OF SECTION 24;

THENCE NORTH 00°13'16" WEST ALONG THE WEST LINE OF THE N1/2SE1/4 A DISTANCE OF 1000.09 FEET;

THENCE NORTH 89°01'35" EAST A DISTANCE OF 100.01 FEET;

THENCE NORTH 00°13'16" WEST A DISTANCE OF 320.46 FEET;

THENCE NORTH 00°18'53" WEST A DISTANCE OF 1871.01 FEET;

THENCE NORTH 89°01'02" EAST A DISTANCE OF 989.25 FEET TO THE POINT OF BEGINNING.

SAID DESCRIBED PARCEL OF LAND CONTAINS 4,569,381 SQUARE FEET OR 104.899 ACRES, MORE OR LESS (±).

EXHIBIT B

TOWN OF SEVERANCE, COLORADO NOTICE OF PUBLIC HEARING

TO ALL PERSONS INTERESTED:

PLEASE TAKE NOTICE that the Town Council of the Town of Severance has adopted Resolution No. 2025-18R initiating annexation proceedings for Cordero Subdivision Annexation No. 1-3, consisting of approximately 119.653 acres and generally located south of Weld County Road 80 and ¼ miles east of County Road 23, in the East 1/4 of Section 24, Township 7 North, Range 67 West of the 6th Principal Meridian; County of Weld, State of Colorado, said Annexation being more particularly described in Resolution No. 2025-18R.

That, on August 26th, 2025, at the hour of 6:00 P.M., or as soon thereafter as the matter may be called, at the Council Chambers in Severance Town Hall, 3 S. Timber Ridge Parkway, Severance, Colorado 80550, the Severance Town Council will hold a Public Hearing upon the annexation petition for the purpose of finding and determining whether the real property for which a petition for annexation to the Town of Severance has been filed with the Town, to be known as the Cordero Subdivision Annexation No. 1-3, meets the applicable requirements of Sections 31-12-104 and 31-12-105 of the statutes of the State of Colorado, and the Severance Municipal Code, and is eligible for annexation to the Town.

The Public Hearing shall be conducted in-person. All submitted materials and instructions for participation will be posted at <https://www.townofseverance.org>, and available upon appointment at Severance Town Hall, 3 S. Timber Ridge Parkway, Severance, Colorado 80550 or by calling 970-686-1218 no later than three days prior to the meeting. Submittal of any materials to the Town Council for review are due no later than five (5) days before the meeting and written comments must be submitted no later than 5:00 P.M. on the day of the meeting. All submittals of materials and written comments must be sent to planning@townofseverance.org.

Any person may appear at the Public Hearing and be heard regarding the matters under consideration. The Petition for Annexation is on file with the Town of Severance. For questions or comments contact: Shani Porter, Director of Planning, 970-686-1218, planning@townofseverance.org.

TOWN OF SEVERANCE, COLORADO
Sarah Jacobsen
Town Clerk

Please publish in the Greeley Tribune once a week for four consecutive weeks on:
June 28, 2025; July 5, 2025; July 12, 2025; and July 19, 2024.

Please send the affidavit of publication and billing to:

Town Clerk
Town of Severance
3 S. Timber Ridge Parkway
Severance, CO 80550

PETITION FOR ANNEXATION TO THE TOWN OF SEVERANCE, COLORADO

The undersigned, in accordance with Title 31, Article 12, Chapters 101 et. Seq., Colorado Revised Statutes, hereby petition the Mayor and Trustees of the Town of Severance, Colorado, for annexation to the Town of Severance the unincorporated territory described herein and described and shown on the map designated as "Cordero Subdivision Annexation". Copies of said map are submitted herewith and by this reference are incorporated herein. The description of the territory hereby petitioned for annexation into the Town is set forth in Exhibit "A" attached hereto and incorporated herein by reference.

In support of this petition, the petitioner(s) allege(s) that:

- 1) It is desirable and necessary that the above-described territory be annexed to the Town of Severance, Colorado.
- 2) The requirements of Section 31-12-104 and 31-12-105 of the Colorado Revised Statutes exist or have been met in that:
 - a) FOR ANNEXATION OF THE CORDERO SUBDIVISION, THREE ANNEXATION PLATS WERE PREPARED, ALL MEETING THE 1/6TH CONTIGUITY AS REQUIRED;
 - b) A community of interest exists between the territory proposed to be annexed and the Town of Severance;
 - c) The territory proposed to be annexed is urban or will be urbanized in the near future;
 - d) The territory proposed to be annexed is integrated or is capable of being integrated with the Town of Severance, Colorado.
- 3) The signatures of the Petition comprise more than fifty percent (50%) of the landowners in the area and own more than fifty percent (50%) of the area proposed to be annexed, excluding public streets and alleys and any land owned by the annexing municipality.
- 4) No land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:
 - (a) Is divided into separate parts or parcel without the written consent of the landowner or landowners thereof, except and unless such tracts or parcels are separated by a dedicated street, road or other public way;
 - (b) Comprising twenty (20) acres or more and which, together with the buildings and improvements situated thereon has an assessed value in excess of Two Hundred Thousand Dollars (\$200,000.00) for ad valorem tax purposes for the year preceding the annexation, is included within the territory proposed to be annexed without the written consent of the landowner or landowners.
- 5) Except as otherwise provided, no part of the area proposed to be annexed is more than three miles from a point on the municipal boundary, as such was established more than one year before this annexation will become effective.
- 6) The territory proposed to be annexed does not include any area included in another annexation proceeding involving a town other than the Town of Severance.

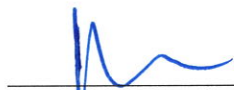
- 7) The territory to be annexed is not presently a part of any incorporated municipality, town and county, or town.
- 8) Petitioner represents that no part of the property to be annexed is included within any site-specific development plan approved by Weld County, Colorado.
- 9) The territory proposed to be annexed does not include any area that is the same or substantially the same area in which an election for an annexation to the Town of Severance was held within the twelve months preceding the filing of this petition.
- 10) The area proposed to be annexed comprises more than ten acres and an impact report as provided for in Section 31.12.10s.s, CRS will be required.
- 11) The area to be annexed is located within Weld County and the following districts:
 - Aims Junior College
 - Clearview Library
 - North Weld County Water (NWC)
 - Northern Colorado Water (NCW)
 - School District RE4-Windsor
 - Weld County
 - West Greeley Conservation
 - Windsor-Severance Fire
 - Windsor-Severance Fire (Bond 2023)
- 12) The mailing address of each signer, the legal description of the land owned by each signer and the date of each signature are all shown on this Petition.
- 13) Accompanying this Petition are the original and all required copies of the annexation map containing the information required under the Annexation Map Checklist within the Town of Severance Annexation Petition submittal requirements.
- 14) A Concept Master Plan and supporting documents as required under the Concept Master Plan Checklist within the Town of Severance Annexation Petition submittal requirements.

THEREFORE, the undersigned respectfully petition the Board of Trustees of the Town of Severance to annex the territory described and referenced in Exhibit "A" to the Town of Severance in accordance with and pursuant to the statutes of the State of Colorado.

Land Owners' Names and Signatures



Lot O, LLC, By: Ryan Woodland, President
1813 61st Avenue, Suite 200, Greeley, Colorado 80634



Lot O, LLC, By: Sarah Woodland, Secretary
1813 61st Avenue, Suite 200, Greeley, Colorado 80634

The Foregoing signatures were subscribed and sworn to before me this 19th day of February, 2024, by Ryan Woodland and Sarah Woodland, managing members of Lot O LLC.

Witness my had official seal
My commission expires on August 15, 2028



LOT O, LLC.
CORDERO SUBDIVISION

ANNEXATION NO. 1
LEGAL DESCRIPTION

A TRACT OF LAND, BEING PART OF LOT B, RECORDED EXEMPTION NO. 0705-24-1-RE-255, AS RECORDED MARCH 25, 1977 AS RECEPTION NO. 1714631 OF THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER, SITUATE IN THE NORTHEAST QUARTER (NE ¼) OF SECTION TWENTY-FOUR (24), TOWNSHIP SEVEN NORTH (T.7N), RANGE SIXTY-SEVEN WEST (R.67W) OF THE SIXTH PRINCIPLE MERIDIAN (6TH P.M.), COUNTY OF WELD, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 24 AND ASSUMING THE NORTH LINE OF SAID NORTHEAST QUARTER (NE ¼) AS BEARING NORTH 89°02'19" EAST, BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983/2011, A DISTANCE OF 2,638.80 FEET MONUMENTED BY A #6 REBAR WITH 3.25" ALUMINUM CAP STAMPED LS 7242 AT THE NORTH QUARTER CORNER AND A #6 REBAR WITH 3.25" ALUMINUM CAP STAMPED LS 28650 AT THE NORTHEAST CORNER OF SECTION 24 AND WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO:

THENCE NORTH 89°02'19" EAST ALONG SAID NORTH LINE A DISTANCE OF 391.17 FEET TO THE MOST NORTHERLY NORTHWEST CORNER OF SAID LOT B;
THENCE SOUTH 00°18'00" EAST ALONG THE WEST LINE OF LOT B A DISTANCE OF 30.00 FEET TO THE SOUTH RIGHT OF WAY (ROW) OF WELD COUNTY ROAD 80 AND TO THE POINT OF BEGINNING;

THENCE NORTH 89°02'19" EAST ALONG SAID SOUTH LINE A DISTANCE OF 337.93 FEET TO THE EASTERLY LINE OF LOT B;
THENCE SOUTH 26°19'58" EAST ALONG SAID EASTERLY LINE A DISTANCE OF 11.07 FEET;
THENCE SOUTH 89°02'19" WEST A DISTANCE OF 163.76 FEET;
THENCE SOUTH 00°57'41" EAST A DISTANCE OF 607.83 FEET;
THENCE SOUTH 89°02'19" WEST A DISTANCE OF 10.00 FEET;
THENCE NORTH 00°57'41" WEST A DISTANCE OF 607.83 FEET;
THENCE SOUTH 89°02'19" WEST A DISTANCE OF 169.02 FEET TO THE MOST NORTHERLY WEST LINE OF LOT B;
THENCE NORTH 00°18'00" WEST ALONG SAID WEST LINE A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

SAID DESCRIBED PARCEL OF LAND CONTAINS 9,482 SQUARE FEET OR 0.218 ACRES, MORE OR LESS (+/-).

TOTAL BOUNDARY= 1,917.45 LF
CONTIGUITY= 337.93 LF
1/6 OF TOTAL BOUNDARY= 319.58 LF
RATIO 1:5.68

BASIS OF BEARINGS

ASSUMING THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 7 NORTH, RANGE 67 WEST OF THE 6TH P.M., AS BEARING NORTH 89°02'19" EAST, A DISTANCE OF 2,638.80 FEET AND WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO.

LOT O, LLC.
CORDERO SUBDIVISION

ANNEXATION NO. 2

LEGAL DESCRIPTION

A TRACT OF LAND, BEING PART OF LOT B, RECORDED EXEMPTION NO. 0705-24-1-RE-255, AS RECORDED MARCH 25, 1977 AS RECEPTION NO. 1714631 OF THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER, AND THE NORTH HALF OF THE SOUTHEAST QUARTER (N1/2SE1/4) OF SECTION TWENTY-FOUR (24), TOWNSHIP SEVEN NORTH (T.7N), RANGE SIXTY-SEVEN WEST (R.67W) OF THE SIXTH PRINCIPLE MERIDIAN (6TH P.M.), COUNTY OF WELD, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 24 AND ASSUMING THE NORTH LINE OF THE NORTHEAST QUARTER (NE ¼) OF SAID SECTION 24 AS BEARING AS BEARING NORTH 89°02'19" EAST, BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983/2011, A DISTANCE OF 2,638.80 FEET MONUMENTED BY A #6 REBAR WITH 3.25" ALUMINUM CAP STAMPED LS 7242 AT THE NORTH QUARTER CORNER AND A #6 REBAR WITH 3.25" ALUMINUM CAP STAMPED LS 28650 AT THE NORTHEAST CORNER OF SECTION 24 AND WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO:

THENCE NORTH 89°02'19" EAST ALONG SAID NORTH LINE A DISTANCE OF 391.17 FEET TO THE MOST NORTHERLY NORTHWEST CORNER OF SAID LOT B;
THENCE SOUTH 00°18'00" EAST ALONG THE WEST LINE OF LOT B A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 89°02'19" EAST ALONG SAID SOUTH LINE A DISTANCE OF 169.02 FEET;
THENCE SOUTH 00°57'41" EAST A DISTANCE OF 607.83 FEET;
THENCE NORTH 89°02'19" EAST A DISTANCE OF 10.00 FEET;
THENCE NORTH 00°57'41" WEST A DISTANCE OF 607.83 FEET;
THENCE NORTH 89°02'19" EAST A DISTANCE OF 163.76 FEET TO THE EASTERLY LINE OF LOT B;
THENCE SOUTH 26°19'58" EAST ALONG SAID EASTERLY LINE A DISTANCE OF 809.94 FEET;
THENCE SOUTH 89°01'02" WEST A DISTANCE OF 989.25 FEET;
THENCE SOUTH 00°18'53" EAST A DISTANCE OF 1871.01 FEET;
THENCE SOUTH 00°13'16" EAST A DISTANCE OF 320.46 FEET;
THENCE SOUTH 89°01'35" WEST A DISTANCE OF 100.01 FEET TO THE WEST LINE OF SAID N1/2SE1/4;
THENCE NORTH 00°13'16" WEST ALONG SAID WEST LINE A DISTANCE OF 321.69 FEET TO THE SOUTHWEST CORNER OF LOT B;
THENCE ALONG THE WESTERLY LINES OF LOT B THE FOLLOWING THREE COURSES:
THENCE NORTH 00°18'00" WEST A DISTANCE OF 1969.77 FEET;
THENCE NORTH 89°01'02" EAST A DISTANCE OF 391.00 FEET;
THENCE NORTH 00°18'00" WEST A DISTANCE OF 632.12 FEET TO THE POINT OF BEGINNING.

SAID DESCRIBED PARCEL OF LAND CONTAINS 633,195 SQUARE FEET OR 14.536 ACRES, MORE OR LESS (+/-).

TOTAL BOUNDARY= 8,963.69 LF
CONTIGUITY= 1,558.44 LF
1/6 OF TOTAL BOUNDARY= 1,493.95 LF
RATIO 1:5.75

BASIS OF BEARINGS

ASSUMING THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 7 NORTH, RANGE 67 WEST OF THE 6TH P.M., AS BEARING NORTH 89°02'19" EAST, A DISTANCE OF 2,638.80 FEET AND WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO.

LOT O, LLC.
CORDERO SUBDIVISION

ANNEXATION NO. 3
LEGAL DESCRIPTION

A TRACT OF LAND, BEING PART OF LOT B, RECORDED EXEMPTION NO. 0705-24-1-RE-225 AS RECORDED MARCH 25, 1977 AS RECEPTION NO. 1714631 OF THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER (WCCR), AND THE NORTH HALF OF THE SOUTHEAST QUARTER (N1/2SE1/4) OF SECTION TWENTY-FOUR (24), TOWNSHIP SEVEN NORTH (T.7N.), RANGE SIXTY-SEVEN WEST (R.67W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), COUNTY OF WELD, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 24 AND ASSUMING THE NORTH LINE OF THE NORTHEAST QUARTER (NE1/4) OF SAID SECTION 24 AS BEARING NORTH 89°02'19" EAST, BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983/2011, A DISTANCE OF 2638.80 FEET MONUMENTED BY A #6 REBAR WITH 3.25" ALUMINUM CAP STAMPED LS 7242 AT THE NORTH QUARTER CORNER AND A #6 REBAR WITH 3.25" ALUMINUM CAP STAMPED LS 28650 AT THE NORTHEAST CORNER OF SECTION 24 AND WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE NORTH 89°02'19" EAST ALONG SAID NORTH LINE A DISTANCE OF 714.53 FEET TO THE NORTHEAST CORNER OF SAID LOT B;

THENCE ALONG THE EASTERLY LINES OF LOT B THE FOLLOWING TEN COURSES:

THENCE SOUTH 26°19'58" EAST A DISTANCE OF 854.21 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 26°19'58" EAST A DISTANCE OF 555.71 FEET;
THENCE SOUTH 27°17'58" EAST A DISTANCE OF 103.49 FEET;
THENCE SOUTH 35°01'58" EAST A DISTANCE OF 177.69 FEET;
THENCE SOUTH 00°37'58" EAST A DISTANCE OF 523.80 FEET;
THENCE SOUTH 14°24'02" WEST A DISTANCE OF 87.50 FEET;
THENCE SOUTH 77°54'02" WEST A DISTANCE OF 163.00 FEET;
THENCE SOUTH 35°57'02" WEST A DISTANCE OF 91.90 FEET;
THENCE SOUTH 22°55'02" WEST A DISTANCE OF 235.50 FEET;
THENCE SOUTH 30°04'58" EAST A DISTANCE OF 228.49 FEET TO THE NORTH LINE OF THE N1/2SE1/4;

THENCE SOUTH 89°02'35" WEST ALONG SAID NORTH LINE A DISTANCE OF 36.05 FEET TO THE WEST LINE OF THAT STRIP PARCEL AS DESCRIBED IN THE WARRANTY DEED AS RECORDED JANUARY 20, 2010 AS RECEPTION NO. 3671136 OF THE WCCR;

THENCE ALONG SAID WEST LINE THE FOLLOWING SEVEN COURSES:

THENCE SOUTH 37°12'13" EAST A DISTANCE OF 154.31 FEET;
THENCE SOUTH 40°52'13" EAST A DISTANCE OF 267.71 FEET;
THENCE SOUTH 33°12'13" EAST A DISTANCE OF 394.87 FEET;
THENCE SOUTH 25°12'13" EAST A DISTANCE OF 77.58 FEET;
THENCE SOUTH 00°02'13" EAST A DISTANCE OF 41.98 FEET;
THENCE SOUTH 49°42'13" EAST A DISTANCE OF 775.09 FEET;
THENCE SOUTH 67°12'13" EAST A DISTANCE OF 82.97 FEET TO THE SOUTH LINE OF THE N1/2SE1/4;

THENCE SOUTH 89°01'35" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 2412.97 FEET TO THE CENTER-SOUTH 1/16TH CORNER OF SECTION 24;

THENCE NORTH 00°13'16" WEST ALONG THE WEST LINE OF THE N1/2SE1/4 A DISTANCE OF 1000.09 FEET;

THENCE NORTH 89°01'35" EAST A DISTANCE OF 100.01 FEET;

THENCE NORTH 00°13'16" WEST A DISTANCE OF 320.46 FEET;

THENCE NORTH 00°18'53" WEST A DISTANCE OF 1871.01 FEET;

THENCE NORTH 89°01'02" EAST A DISTANCE OF 989.25 FEET TO THE POINT OF BEGINNING.

SAID DESCRIBED PARCEL OF LAND CONTAINS 4,569,381 SQUARE FEET OR 104.899 ACRES, MORE OR LESS (±).

TOTAL BOUNDARY= 11,764.25 LF
CONTIGUOUS BOUNDARY= 3,280.73 LF
1/6 OF TOTAL BOUNDARY= 1,960.71 LF
RATIO 1:3.59

BASIS OF BEARINGS

ASSUMING THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 7 NORTH, RANGE 67 WEST OF THE 6TH P.M., AS BEARING NORTH 89°02'19" EAST, A DISTANCE OF 2,638.80 FEET AND WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO.

Affidavit of Circulator

The undersigned, being of lawful age, who being first duly sworn upon oath deposes and says:

That (s)he was the circulator of the foregoing Petition for Annexation of lands to the Town of Severance, Colorado, consisting of 6 pages, excluding the page(s) of this affidavit, and that the signatures of the petitioners thereon were witnessed by the circulator and are the true and original signatures of the persons whose names they purport to be, and that the dates of such signatures are correct.

M. Wohnrade

Circulator: MARY WOHNRADE

STATE OF COLORADO)

) SS.

COUNTY OF Douglas)

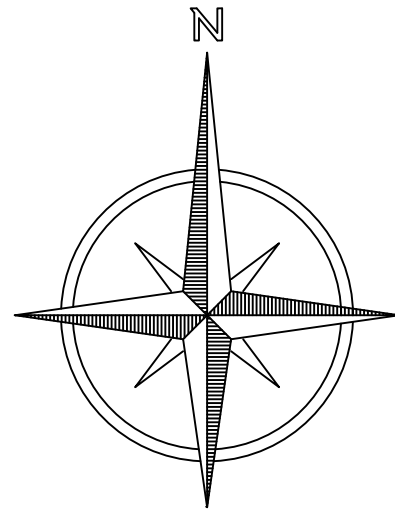
The forgoing AFFIDAVIT OF CIRCULATOR was subscribed and sworn to before me this 9th day of, April 2025, by Mary B Wohnrade.

Witness my hand and official seal:

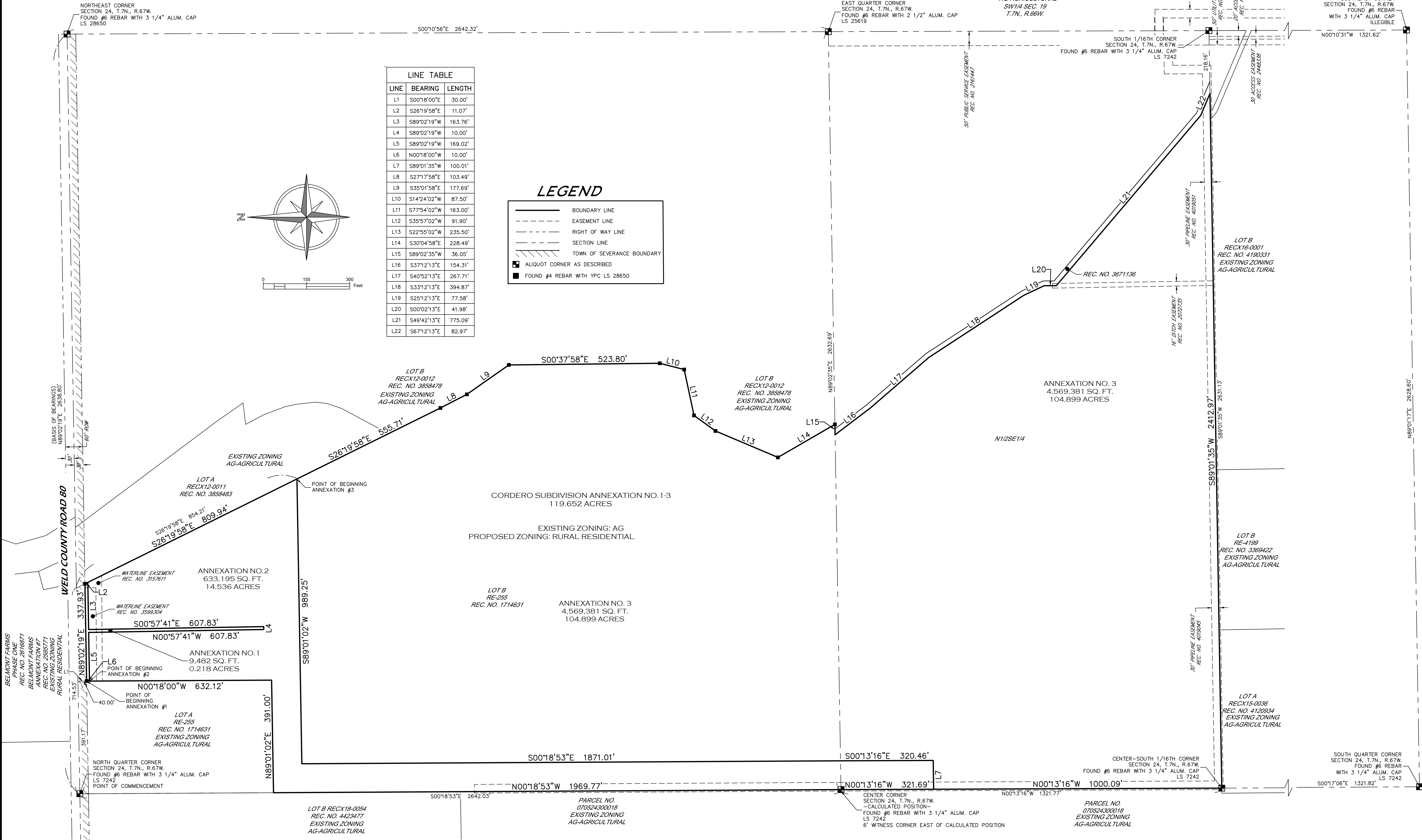
MYRANDA MOSLEY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20244043960
MY COMMISSION EXPIRES DEC. 02, 2028

Notary Public Commission

Expires: 12/02/2028



CORDERO SUBDIVISION ANNEXATION NO. 1-3 AND ZONING MAP



PRELIMINARY

Steven Parks - On Behalf of Majestic Surveying, LLC
Colorado Licensed Professional Land Surveyor #38348

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



PROJECT NO: 2020144	PROJECT NAME: MULLIN ESTATES	REVISIONS:	DATE:
DATE: 7-10-2020	CLIENT: WOODLAND	REVISE #3	9-9-21
DRAWN BY: SIP	FILE NAME: 2020144ANNEX	REVERT #3	11-30-21
CHECKED BY: SIP	SCALE: 1" = 150'	RENAMED	10-2-24
		REVISE #3	1-15-25

2

SHEET 2 OF 2



AGENDA ITEM SUMMARY

AGENDA ITEM	SUBMITTED BY	PRESENTED BY
Pg. 166 - Resolution 2025-19R: A Resolution of the Town Council of the Town of Severance, Colorado, authorizing the acquisition of easements and a right-of-way from DEVCO Investors, LLC, and approving related agreements for public infrastructure improvements on Tract B, Tailholt Subdivision Fourth Filing.	Chris Messersmith, Town Engineer	Nicholas Wharton, Town Manager
ACTION REQUESTED		
Town Staff request that the Town Council approve Resolution 2025-19R, authorizing the acquisitions of easements and right-of-way for public infrastructure improvements.		<u>Resolution</u> <u>Attorney Approved</u> <u>Action Requested</u>
BRIEF SUMMARY		
As part of the development agreement for Tailholt, the Town required the owner/developer to install and construct the roadway extension known as Waterfowl Way from 3rd Street to 1st Street along with stormwater drainage public improvements.		
PUBLIC SUPPORT/CONCERN		
None at this time		
ANALYSIS AND RECOMMENDATION		
Town Staff request that the Town Council approve TC Resolution 2025-19R		
MATERIALS SUBMITTED		
The following materials were submitted and included in this packet: 1. TC Resolution 2025-19R Waterfowl Way Project 2. Exhibit A - UTILITY EASEMENT AND AGREEMENT 3. Exhibit B - DRAINAGE EASEMENT AND AGREEMENT 4. Exhibit C - SPECIAL WARRANTY DEED (RIGHT-OF-WAY) 5. Exhibit D - DEVCO INVESTORS, INC. DEVELOPMENT AGREEMENT (Waterfowl		

**TOWN OF SEVERANCE
RESOLUTION NO. 2025-19R**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SEVERANCE,
COLORADO, AUTHORIZING THE ACQUISITION OF EASEMENTS AND A RIGHT-
OF-WAY FROM DEVCO INVESTORS, LLC, AND APPROVING RELATED
AGREEMENTS FOR PUBLIC INFRASTRUCTURE IMPROVEMENTS ON TRACT B,
TAILHOLT SUBDIVISION FOURTH FILING, RECORDED 9/24/2020 AT RECEPTION
NO. 46333037**

WHEREAS, pursuant to Sections 1.03(1) and 1.04(3) of the Home Rule Charter of the Town of Severance, Colorado, the Town possesses all authority of local self-government and is empowered to acquire, hold, and dispose of real property interests, including easements and rights-of-way, for public purposes; and

WHEREAS, Devco Investors, LLC is the owner of certain real property within the Town of Severance, more particularly described as Tract B, Tailholt Subdivision Fourth Filing, recorded 9/24/2020 as Reception No. 46333037 in the records of Weld County, Colorado (the “Property”), and has agreed to grant to the Town certain easements and convey a portion of the Property for public use; and

WHEREAS, the Town of Severance seeks to acquire such property interests to construct, maintain, and operate public infrastructure improvements associated with the Waterfowl Way extension project, including roadway, stormwater, and utility facilities necessary to serve the surrounding area and further the public health, safety, and welfare; and

WHEREAS, the Town Council desires to authorize the acquisition of the above-described property interests for public purposes, including transportation, drainage, and utility infrastructure, pursuant to the terms and conditions of the following agreements, each of which is attached to this resolution and incorporated herein by reference:

Exhibit A – Utility Easement and Agreement;

Exhibit B – Drainage Easement and Agreement;

Exhibit C – Special Warranty Deed (Right-of-Way); and

Exhibit D – Development Agreement (Waterfowl Way Extension – Stormwater Drainage Project.

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

Section 1. The Town Council hereby finds and determines that the acquisition of easements and the conveyance of the right-of-way from Devco Investors, LLC, as described in Exhibits A through D, for the consideration of Ten Dollars (\$10.00) as good and valuable consideration, is necessary and appropriate to facilitate public improvements for the Waterfowl

Way extension project and serves a valid public purpose consistent with the Town's authority under its Home Rule Charter.

Section 2. The Town Council memorializes and authorizes the execution of all necessary documents associated with this transaction more particularly described in Utility Easement and Agreement (Exhibit A), the Drainage Easement and Agreement (Exhibit B), the Special Warranty Deed (Right-of-Way) (Exhibit C), and the Development Agreement for the Waterfowl Way Extension (Exhibit D).

Section 3. The Town Manager is authorized to take all actions and execute all documents necessary to effectuate the acquisition, acceptance, and recording of the property interests and the performance of the Town's obligations under each agreement.

RESOLVED AND APPROVED this 10th day of June, 2025.

TOWN OF SEVERANCE, COLORADO

Matthew Fries, Mayor

ATTEST:

Sarah Jacobsen, Town Clerk

UTILITY EASEMENT AND AGREEMENT

THIS UTILITY EASEMENT AND AGREEMENT ("Agreement"), effective this 1st day of May, 2025 (the "Effective Date"), by and between **DEVCO INVESTORS, LLC**, a Colorado limited liability company whose address is 3350 Eastbrook Drive, Suite 260, Fort Collins, Colorado 80525 ("Grantor"), and the **TOWN OF SEVERANCE**, a Colorado home rule municipality whose address is 3 S. Timber Ridge Parkway, P.O. Box 339, Severance, Colorado 80546 ("Grantee").

1. Grantor's Property. Grantor is the owner of that certain parcel of real property located in Weld County, Colorado, which is legally described as Tract B, Tailholt Subdivision Fourth Filing, recorded 9/24/2020, as Reception No. 46333037 and made a part of this Agreement (the "Property").

2. Grant of Easement – Consideration. For and in consideration of the covenants and agreements herein set forth, the sum of **Ten Dollars (\$10.00)**, and other good and valuable consideration, the receipt and adequacy of which Grantor acknowledges, Grantor grants, sells and conveys to Grantee, its successors and assigns, a non-exclusive and permanent easement (the "Easement") upon, across, over, under, through, and within the Property as described more fully on **Exhibit A**, attached to and made a part of this Agreement (the "Easement Area"), subject to the conditions and restrictions set forth below.

3. Purpose and Uses of Easement. Grantee shall have the right to use the Easement to construct, install, operate, use, maintain, enlarge, repair, reconstruct, replace, relocate, inspect, and remove at any time and from time to time, underground utilities, including without limitation, electrical and telecommunication lines and associated appurtenances ("Improvements"), upon, across, over, under, through, and within the Easement Area, and for access to the Improvements on, over, under, and across the Easement Area. Nothing in this Agreement shall be construed to permit any permanent above-ground facilities or improvements, or any overhead utilities, within the Easement Area.

4. Additional Rights of Grantee. Grantor further grants to the Grantee:

(a) the right of ingress to and egress to and from the Easement Area over and across the Property by means of any roads and lanes thereon; however, Grantee shall use its own property rights and existing routes on the Property to the extent it can;

(b) the right from time to time to enlarge, improve, reconstruct, relocate and replace the Improvements constructed hereunder either in the original location or at any alternate location or locations within the Easement Area, generally consistent with the intended purposes of the Easement; and

(c) the right to mark the location of the Easement Area by suitable markers set in the ground.

5. Grantor's Rights and Obligations in Easement Area.

(a) Grantor reserves the right to use the Easement Area for any purposes which will not impair, endanger, or unreasonably interfere with any of the Improvements or with Grantee's full enjoyment of the rights hereby granted.

(b) Grantor will not erect or construct any permanent structure or improvement, drill or operate any well, construct any reservoir or impoundment, place or store any personal property or other obstruction, install or plant any trees or woody shrubs, change the ground level in the Easement Area, or otherwise improve the Easement Area.

6. Hazardous Substances. Grantor represents to the Grantee, that to Grantor's knowledge as of the date of the execution of this Easement, and with respect to the Easement Area: (1) the Easement Area has never been used as a landfill or waste dump; (2) that there has been no installation in or production, disposal, or storage on the Easement Area of any hazardous substances, including, without limitation, asbestos, by Grantor, Grantor's tenants, or any previous owner or previous tenants, or any other activity which could have toxic results; (3) there is no underground storage tank on the Easement Area; and (4) there is no proceeding or inquiry by any governmental authority or agency with respect thereto. Grantor shall indemnify, defend and hold the Grantee harmless from and against any and all claims, demands, and liabilities, costs and expenses (including expert fees and attorney fees) arising or resulting from a breach of the covenants and warranties contained in this paragraph. For the purposes of this Agreement, hazardous substances means all hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. 9601, et seq.) and in Section 25-5-502 of the Colorado Revised Statutes, and petroleum or petroleum products.

7. Representations and Warranties of Grantor.

(a) The Grantor, for itself, its successors, assigns and all parties with interest in the Easement Area, does hereby covenant and agree not to construct improvements of any kind or nature whatsoever on, over, across or under the Easement Area or to take or fail to take any action of any kind or nature whatsoever which would interfere with the Grantee's use of the Easement Area for the purposes herein granted.

(b) Grantor hereby warrants and represents to the Grantee that Grantor is seized with fee title to the underlying real property and there are no other parties with interest; that the rights conveyed herein are free and clear of liens and encumbrances; and that Grantor has sole and exclusive authority to enter into this Agreement.

8. Notices. Any notice, request, consent, offer, or demand required or permitted to be given in this Agreement, shall be in writing and be sufficiently given if delivered in person or deposited with the United States Postal Service, addressed to the party to whom such notice is intended to be given at the address set forth below (telephone numbers and email addresses are for convenience and not for notice):

To Grantor:

DEVCO Investors, LLC
Attn: Dino DiTullio
3350 Eastbrook Drive, Suite 260
Fort Collins, CO 80525

To Grantee:

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

9. Binding Effect - Runs With Land. This Agreement shall extend to and be binding upon the successors and assigns of the respective parties hereto. The rights and responsibilities set forth in this Agreement are intended to be covenants upon the Property and are to run with the land.

10. Indemnification. To the extent permitted by law, Grantee indemnifies Grantor from any claims for damages to persons or property arising from or in any way related to the installation, construction, repair, maintenance, use, or operation of the Improvements.

11. Survival of Indemnifications and Representations. All representations, obligations, warranties, liabilities, covenants and agreements of Grantor in this Agreement shall survive the consummation of the transactions contemplated in this Easement; provided, however, nothing contained herein shall imply or import a covenant on the part of Grantor for quiet enjoyment.

12. Attorney Fees and Costs. In the event of any litigation between the parties relating to this Agreement, the prevailing party shall be entitled to costs and reasonable expert and attorney fees incurred in connection with such litigation.

13. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto relating to the Easement and sets forth the rights, duties and obligations of each to the other as of this date. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified, except by a writing executed by both parties.

14. Governing Law. This Agreement and all of the terms and provisions hereof shall be governed by and construed in accordance with the laws of the State of Colorado, with venue exclusively in the District Court, Weld County, State of Colorado.

15. Notices. All notices, requests, and demands to or upon any party to this Agreement shall be in writing addressed to Grantor or to Grantee at the address stated above, and shall be personally delivered or delivered via certified mail, return receipt requested, postage prepaid, or

by overnight courier service. Notice shall be deemed effective on the third (3rd) business day following the date postmarked, if sent by mail, or on the date of delivery, if sent by personal delivery or overnight courier. Any party may change the address for the giving of notice by providing written notice of such changed address to the other party in the same manner as described herein.

16. Execution and Counterparts. This Agreement may be executed by the parties in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument with full force and effect. The parties further agree that a facsimile or electronic signature shall be binding upon the party providing such signature as if it were the party's original signature.

[The remainder of this page is intentionally blank. Signatures begin on following page.]

IN WITNESS WHEREOF, the parties have set their hands and seals below.

GRANTOR:

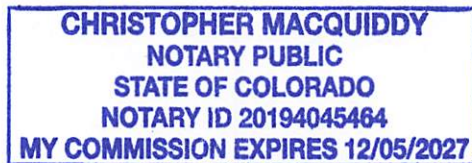
Devco Investors, LLC
a Colorado limited liability company

By: *Dino Dittullo*
Name: Dino Dittullo
Title: Manager

STATE OF COLORADO)
) ss:
COUNTY OF Larimer)

The foregoing instrument was acknowledged before me this 1st day of May,
2025, by Andrew Dittullo, as Manager.

Witness my hand and official seal.



Chris MacQuiddy
Notary Public
My commission expires: 12/05/2027

ACCEPTED BY GRANTEE THIS ____ DAY OF _____, 2025.

GRANTEE: Town of Severance

By: _____
Matthew Fries, Mayor

ATTEST:

Sarah Jacobsen, Town Clerk

DESCRIPTION

Tracts of land being a part of Tract B, Tailholt Subdivision Fourth Filing, recorded 9/24/2020, as Reception No. 4633037 of the Records of Weld County and situate within the Southwest Quarter of Section One (1), Township Six North (T.6N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), Town of Severance, County of Weld, State of Colorado, being more particularly described as follows;

Considering the West line of Tract B, Tailholt Subdivision Fourth Filing as bearing South 00° 16' 26" East and with all bearings contained herein relative thereto:

COMMENCING at the Northwest corner of said Tract B;

THENCE along the West line of said Tract B, South 00° 16' 26" East, a distance of 441.82 feet;

THENCE departing said West line, North 89° 43' 34" East a distance of 24.02 feet to **POINT OF BEGINNING 1**;

THENCE North 89° 43' 34" East a distance of 75.98 feet;

THENCE along the arc of a curve concave to the Northwest a distance of 125.48 feet, said curve has a Radius of 389.00 feet, a Delta of 18° 28' 56" and is subtended by a Chord bearing North 80° 29' 06" East a distance of 124.94 feet;

THENCE North 71° 14' 38" East a distance of 31.29 feet;

THENCE North 76° 00' 27" East a distance of 144.50 feet;

THENCE North 71° 14' 38" East a distance of 35.99 feet;

THENCE along the arc of a non-tangent curve concave to the Southeast a distance of 108.61 feet, said curve has a Radius of 499.00 feet, a Delta of 12° 28' 13" and is subtended by a Chord bearing North 77° 28' 44" East a distance of 108.39 feet to the South line of Lot 1, Block 1, Tailholt Subdivision Fourth Filing;

THENCE along said South line, North 90° 00' 00" East a distance of 72.97 feet;

THENCE along the arc of a non-tangent curve concave to the Northwest a distance of 23.19 feet, said curve has a Radius of 20.00 feet, a Delta of 66° 25' 19" and is subtended by a Chord bearing South 56° 47' 21" West a distance of 21.91 feet;

THENCE along the arc of a curve concave to the Southeast a distance of 158.44 feet, said curve has a Radius of 484.00 feet, a Delta of 18° 45' 22" and is subtended by a Chord bearing South 80° 37' 19" West a distance of 157.73 feet;

THENCE South 71° 14' 38" West a distance of 35.99 feet;

THENCE South 76° 00' 27" West a distance of 144.50 feet;

THENCE South 71° 14' 38" West a distance of 31.29 feet;

THENCE along the arc of a curve concave to the Northwest a distance of 130.32 feet, said curve has a Radius of 404.00 feet, a Delta of 18° 28' 56" and is subtended by a Chord bearing South 80° 29' 06" West a distance of 129.76 feet;

THENCE South 89° 43' 34" West a distance of 50.00 feet to Point A;

THENCE along the arc of a curve concave to the Northeast a distance of 31.42 feet, said curve has a Radius of 30.00 feet, a Delta of 60° 00' 00" and is subtended by a Chord bearing North 60° 16' 26" West a distance of 30.00 feet to **POINT OF BEGINNING 1**, containing 8,577 square feet or 0.197 acres, more or less (±);

TOGETHER WITH:

COMMENCING at aforementioned Point A;

THENCE, South 31° 43' 53" West, a distance of 94.34 feet to **POINT OF BEGINNING 2**;

THENCE departing said East line, North 89° 43' 34" East a distance of 100.00 feet;

THENCE along the arc of a curve concave to the Northwest a distance of 156.13 feet, said curve has a Radius of 484.00 feet, a Delta of 18° 28' 56" and is subtended by a Chord bearing North 80° 29' 06" East a distance of 155.45 feet;

THENCE North 71° 14' 38" East a distance of 211.28 feet;



EXHIBIT A

THENCE along the arc of a non-tangent curve concave to the Southeast a distance of 136.18 feet, said curve has a Radius of 416.00 feet, a Delta of $18^{\circ} 45' 22''$ and is subtended by a Chord bearing North $80^{\circ} 37' 19''$ East a distance of 135.57 feet;

THENCE South $00^{\circ} 00' 00''$ West a distance of 15.00 feet;

THENCE along the arc of a curve concave to the Southeast a distance of 131.27 feet, said curve has a Radius of 401.00 feet, a Delta of $18^{\circ} 45' 22''$ and is subtended by a Chord bearing South $80^{\circ} 37' 19''$ West a distance of 130.69 feet;

THENCE South $71^{\circ} 14' 38''$ West a distance of 211.28 feet;

THENCE along the arc of a curve concave to the Northwest a distance of 160.97 feet, said curve has a Radius of 499.00 feet, a Delta of $18^{\circ} 28' 56''$ and is subtended by a Chord bearing South $80^{\circ} 29' 06''$ West a distance of 160.27 feet;

THENCE South $89^{\circ} 43' 34''$ West a distance of 100.00 feet to said East right-of-way line;

THENCE North $00^{\circ} 16' 26''$ West a distance of 15.00 feet to **POINT OF BEGINNING 2**, containing 9,053 square feet or 0.208 acres, more or less ($\pm$);

May be subject to easements, rights-of-way, covenants and restrictions of record.

Exhibit attached hereto and made a part hereof.

SURVEYOR'S CERTIFICATE

I, Robert C. Tessely, a Colorado Professional Land Surveyor, do hereby certify that this property description was prepared under my personal supervision and checking, that it is true and correct to the best of my knowledge, information and belief and is in accordance with applicable standards of practice. This is not a guaranty or warranty, either expressed or implied. {4 CCR 730-1}



Robert C. Tessely
Colorado Professional Land Surveyor No. 38470
For and on behalf of EPS Group, Inc.

EPS GROUP, INC.

301 North Howes Street, Suite 100
Fort Collins, Colorado 80521
(970) 221-4158

September 10, 2024

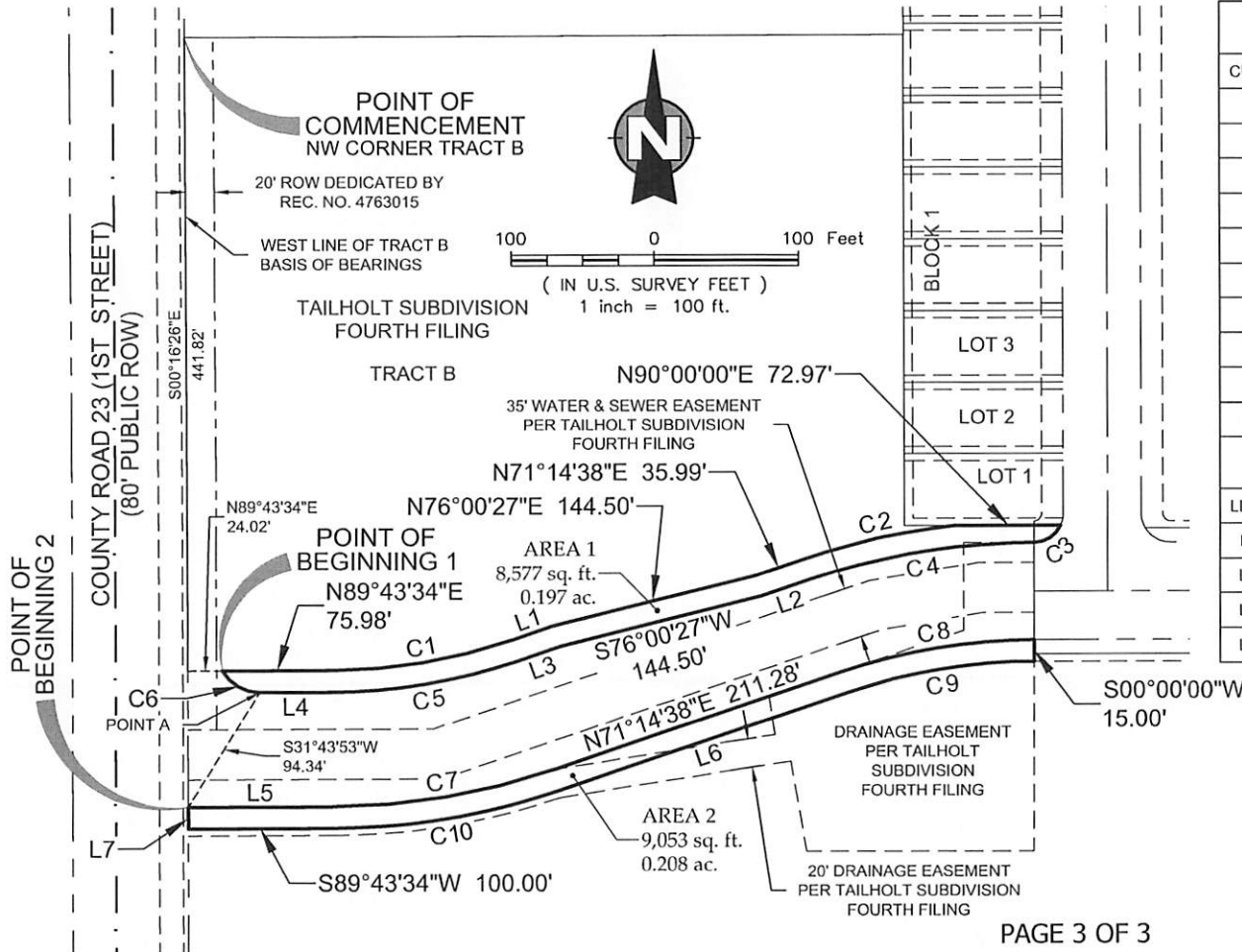
LMS

S:\Survey Jobs\110-081\Dwg\Exhibits\110-081 Utility Easement Description.docx



EXHIBIT A

TRACTS OF LAND BEING A PORTION TRACT B, TAILHOLT SUBDIVISION FOURTH FILING, LOCATED IN THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 6 NORTH, RANGE 67 WEST OF THE 6th P.M., TOWN OF SEVERANCE, COUNTY OF WELD, STATE OF COLORADO



CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD
C1	18°28'56"	389.00'	125.48'	N80°29'06"E	124.94'
C2	12°28'13"	499.00'	108.61'	N77°28'44"E	108.39'
C3	66°25'19"	20.00'	23.19'	S56°47'21"W	21.91'
C4	18°45'22"	484.00'	158.44'	S80°37'19"W	157.73'
C5	18°28'56"	404.00'	130.32'	S80°29'06"W	129.76'
C6	60°00'00"	30.00'	31.42'	N60°16'26"W	30.00'
C7	18°28'56"	484.00'	156.13'	N80°29'06"E	155.45'
C8	18°45'22"	416.00'	136.18'	N80°37'19"E	135.57'
C9	18°45'22"	401.00'	131.27'	S80°37'19"W	130.69'
C10	18°28'56"	499.00'	160.97'	S80°29'06"W	160.27'

LINE TABLE			LINE TABLE		
LINE	LENGTH	BEARING	LINE	LENGTH	BEARING
L1	31.29'	N71° 14' 38"E	L5	100.00'	N89° 43' 34"E
L2	35.99'	S71° 14' 38"W	L6	211.28'	S71° 14' 38"W
L3	31.29'	S71° 14' 38"W	L7	15.00'	N00° 16' 26"W
L4	50.00'	S89° 43' 34"W			

NOTE: THIS EXHIBIT IS NOT INTENDED TO BE A MONUMENTED LAND SURVEY. ITS SOLE PURPOSE IS AS A GRAPHIC REPRESENTATION TO AID IN THE VISUALIZATION OF THE WRITTEN PROPERTY DESCRIPTION WHICH IT ACCOMPANIES. THE WRITTEN PROPERTY DESCRIPTION SUPERCEDES THE EXHIBIT DRAWING.



970.221.4158
FORT COLLINS | GREELEY | MESA | GODOYEAH | TUCSON | NORTH PHOENIX | PORT WORTH

DRAINAGE EASEMENT AND AGREEMENT

THIS DRAINAGE EASEMENT AND AGREEMENT (“Agreement”), effective this 1st day of May 2025 (the “Effective Date”), by and between **DEVCO INVESTORS, LLC**, a Colorado limited liability company, its successors, affiliates and permitted assigns, whose address is 3350 Eastbrook Drive, Suite 260, Fort Collins, Colorado 80525 (“Owner” and/or “Grantor”), the **TOWN OF SEVERANCE**, a Colorado home rule municipality, whose address is 3 S. Timber Ridge Parkway, P.O. Box 339, Severance, Colorado 80546 (“Grantee”), and the **TAILHOLT METROPOLITAN DISTRICTS NOS. 1-3** (“Metro District”). Owner and Metro District, including any developer subsequently engaged by the title owner(s) of the Property, are hereby collectively referred to as the “Developer”.

1. Developer’s Property. Developer is the owner of that certain parcel of real property located in Weld County, Colorado, which is legally described as Tract B, Tailholt Subdivision Fourth Filing, recorded 9/24/2020 as Reception No. 46333037, and made a part of this Agreement (the “Property”). The Stormwater Drainage Improvements to be constructed with the Waterfowl Way road extension from 3rd Street to 1st Street and includes stormwater pipes, drainage swales, a detention pond, and an outlet structure and pipes and will be the subject of a separate development agreement.

2. Grant of Easement – Consideration. For and in consideration of the covenants and agreements herein set forth, the sum of **Ten Dollars (\$10.00)**, and other good and valuable consideration, the receipt and adequacy of which Developer acknowledges, effective upon the completion of the Stormwater Drainage Improvements, Developer shall grant, sell and convey to Grantee, its successors and assigns, a non-exclusive and permanent easement (the “Easement”) upon, across, over, under, through, and within the Property as more fully described and shown on Exhibit A, attached to and made a part of this Agreement (the “Easement Area”), subject to the conditions and restrictions set forth below.

3. Purpose and Uses of Easement. Grantee shall have the right to use the Easement to use, operate, and maintain the Stormwater Drainage Improvements upon, across, over, under, through, and within the Easement Area, and for access to the Stormwater Drainage Improvements on, over, under, and across the Easement Area. More specifically, Grantee shall maintain all stormwater pipes within the Easement Area and the outlet structure for the detention pond.

4. Additional Rights of Grantee. Developer further grants to the Grantee:

(a) the right of ingress to and egress to and from the Easement Area over and across the Property by means of any roads and lanes thereon; however, Grantee shall use its own property rights and existing routes on the Property to the extent it can; and

(b) the right to mark the location of the Easement Area by suitable markers set in the ground.

5. Developer’s Rights and Obligations in Easement Area.

(a) Developer reserves the right to use the Easement Area for any purposes which will not impair, endanger, or unreasonably interfere with any of the Stormwater Drainage Improvements or with Grantee's full enjoyment of the rights hereby granted.

(b) Developer will not erect or construct any permanent structure or improvement, drill or operate any well, construct any reservoir or impoundment, place or store any personal property or other obstruction, install or plant any trees or woody shrubs, change the ground level in the Easement Area, or otherwise improve the Easement Area, in any manner that would impair, endanger, or unreasonably interfere with any of the Stormwater Drainage Improvements or with Grantee's full enjoyment of the rights hereby granted.

6. Metro District Maintenance Obligations. Separate and apart from the Grantee's maintenance obligations set forth in paragraph 3 above, the Metro District shall maintain the detention pond, including any landscaping and mowing, within the Easement Area.

7. Hazardous Substances. Developer represents to the Grantee, that to Developer's knowledge as of the date of the execution of this Easement, and with respect to the Easement Area: (1) the Easement Area has never been used as a landfill or waste dump; (2) that there has been no installation in or production, disposal, or storage on the Easement Area of any hazardous substances, including, without limitation, asbestos, by Grantor, Grantor's tenants, or any previous owner or previous tenants, or any other activity which could have toxic results; (3) there is no underground storage tank on the Easement Area; and (4) there is no proceeding or inquiry by any governmental authority or agency with respect thereto. Grantor shall indemnify, defend and hold the Grantee harmless from and against any and all claims, demands, and liabilities, costs and expenses (including expert fees and attorney fees) arising or resulting from a breach of the covenants and warranties contained in this paragraph. For the purposes of this Agreement, hazardous substances means all hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. 9601, *et seq.*) and in Section 25-5-502 of the Colorado Revised Statutes, and petroleum or petroleum products.

8. Representations and Warranties of Developer.

(a) The Developer, for itself, its successors, assigns and all parties with interest in the Easement Area, does hereby covenant and agree not to construct any other improvements, other than the Stormwater Drainage Improvements, of any kind or nature whatsoever on, over, across or under the Easement Area or to take or fail to take any action of any kind or nature whatsoever which would interfere with the Grantee's use of the Easement Area for the purposes herein granted.

(b) Developer hereby warrants and represents to the Grantee that Owner is seized with fee title to the underlying real property and there are no other parties with interest; that the rights conveyed and to be conveyed herein are free and clear of liens and encumbrances; and that Developer has sole and exclusive authority to enter into this Agreement.

9. Notices. Any notice, request, consent, offer, or demand required or permitted to be given in this Agreement, shall be in writing and be sufficiently given if delivered in person or deposited with the United States Postal Service, addressed to the party to whom such notice is

intended to be given at the address set forth below (telephone numbers and email addresses are for convenience and not for notice):

To Owner/Grantor:

DEVCO Investors, LLC
Attn: Dino DiTullio
3350 Eastbrook Drive, Suite 260
Fort Collins, CO 80525

To Grantee:

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

To Metro District:

Tailholt Metropolitan Districts Nos. 1-3
Attn: Guy Johnson
3350 Eastbrook Drive, Suite 260
Fort Collins, CO 80525

10. Binding Effect - Runs With Land. This Agreement shall extend to and be binding upon the successors and assigns of the respective parties hereto. The rights and responsibilities set forth in this Agreement are intended to be covenants upon the Property and are to run with the land.

11. Indemnification. Developer hereby indemnifies and holds Grantee from harmless from any claims for damages to persons or property arising from or in any way related to the installation, construction, or repair, of the Stormwater Drainage Improvements.

12. Survival of Indemnifications and Representations. All representations, obligations, warranties, liabilities, covenants and agreements of Grantor in this Agreement shall survive the consummation of the transactions contemplated in this Easement; provided, however, nothing contained herein shall imply or import a covenant on the part of Grantor for quiet enjoyment.

13. Attorney Fees and Costs. In the event of any litigation between the parties relating to this Agreement, the prevailing party shall be entitled to costs and reasonable expert and attorney fees incurred in connection with such litigation.

14. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto relating to the Easement and sets forth the rights, duties and obligations of each to

the other as of this date. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified, except by a writing executed by both parties.

15. Governing Law. This Agreement and all of the terms and provisions hereof shall be governed by and construed in accordance with the laws of the State of Colorado, with venue exclusively in the District Court, Weld County, State of Colorado.

16. Notices. All notices, requests, and demands to or upon any party to this Agreement shall be in writing addressed to Grantor, Grantee, or Metro District at the address stated above, and shall be personally delivered or delivered via certified mail, return receipt requested, postage prepaid, or by overnight courier service. Notice shall be deemed effective on the third (3rd) business day following the date postmarked, if sent by mail, or on the date of delivery, if sent by personal delivery or overnight courier. Any party may change the address for the giving of notice by providing written notice of such changed address to the other party in the same manner as described herein.

17. Execution and Counterparts. This Agreement may be executed by the parties in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument with full force and effect. The parties further agree that a facsimile or electronic signature shall be binding upon the party providing such signature as if it were the party's original signature.

[The remainder of this page is intentionally blank. Signatures begin on following page.]

IN WITNESS WHEREOF, the parties have set their hands and seals below.

OWNER/GRANTOR/DEVELOPER:

Devco Investors, LLC
a Colorado limited liability company

By: Dono Dittulis
Name: Dono Dittulis
Title: MG

STATE OF COLORADO)
) ss:
COUNTY OF LaRimer)

The foregoing instrument was acknowledged before me this 1st day of May, 2025, by Andrew Dittulis, as Manager for Devco Investors, LLC.

Witness my hand and official seal.



Chris MacQuiddy
Notary Public
My commission expires: 12/05/2027

METRO DISTRICT/DEVELOPER:

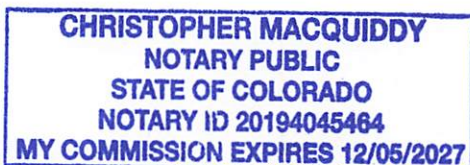
Tailholt Metropolitan District Nos. 1-3

By: Dono Dittulis
Name: Dono Dittulis
Title: President/Chairman

STATE OF COLORADO)
) ss:
COUNTY OF LaRimer)

The foregoing instrument was acknowledged before me this 1st day of May, 2025, by Andrew Dittulis, as President/Chairman for Tailholt Metropolitan District Nos. 1-3.

Witness my hand and official seal.



Chris MacQuiddy
Notary Public
My commission expires: 12/05/2027

ACCEPTED BY GRANTEE THIS ____ DAY OF _____, 2025.

GRANTEE: Town of Severance

By: _____
Matthew Fries, Mayor

ATTEST:

Sarah Jacobsen, Town Clerk



EXHIBIT A

DESCRIPTION

A tract of land being a part of Tract B, Tailholt Subdivision Fourth Filing, recorded 9/24/2020, as Reception No. 4633037 of the Records of Weld County and situate within the Southwest Quarter of Section One (1), Township Six North (T.6N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), Town of Severance, County of Weld, State of Colorado, being more particularly described as follows;

Considering the South line of Tract B, Tailholt Subdivision Fourth Filing as bearing South 89° 49' 30" East and with all bearings contained herein relative thereto:

BEGINNING at the Southwest corner of said Tract B;
THENCE along the West line of Tract B, North 00° 16' 26" West a distance of 713.20 feet to the Southerly line of an existing Drainage Easement;
THENCE along said Southerly line the following 4 bearings and distances:
North 89° 43' 34" East a distance of 100.00 feet;
THENCE along the arc of a curve concave to the Northwest a distance of 160.84 feet, said curve has a Radius of 504.00 feet, a Delta of 18° 17' 05" and is subtended by a Chord bearing North 80° 35' 02" East a distance of 160.16 feet;
THENCE North 81° 04' 51" East a distance of 162.04 feet;
THENCE South 09° 56' 45" East a distance of 63.72 feet;
THENCE departing said Southerly line, South 87° 20' 15" West a distance of 108.75 feet;
THENCE South 77° 21' 27" West a distance of 123.50 feet;
THENCE South 49° 37' 54" West a distance of 130.39 feet;
THENCE South 00° 16' 26" East a distance of 240.36 feet;
THENCE South 56° 07' 46" East a distance of 616.31 feet to the South line of said Tract B;
THENCE along said South line, South 89° 49' 30" West a distance of 610.07 feet to the **POINT OF BEGINNING**.

The above-described parcel of land contains 180,826 square feet or 4.151 acres, more or less (±).

May be subject to easements, rights-of-way, covenants and restrictions of record.

Exhibit attached hereto and made a part hereof.

SURVEYOR'S CERTIFICATE

I, Robert C. Tessely, a Colorado Professional Land Surveyor, do hereby certify that this property description was prepared under my personal supervision and checking, that it is true and correct to the best of my knowledge, information and belief and is in accordance with applicable standards of practice. This is not a guaranty or warranty, either expressed or implied. {4 CCR 730-1}



Robert C. Tessely
Colorado Professional Land Surveyor No. 38470
For and on behalf of EPS Group, Inc.

EPS GROUP, INC.

301 North Howes Street, Suite 100
Fort Collins, Colorado 80521
(970) 221-4158

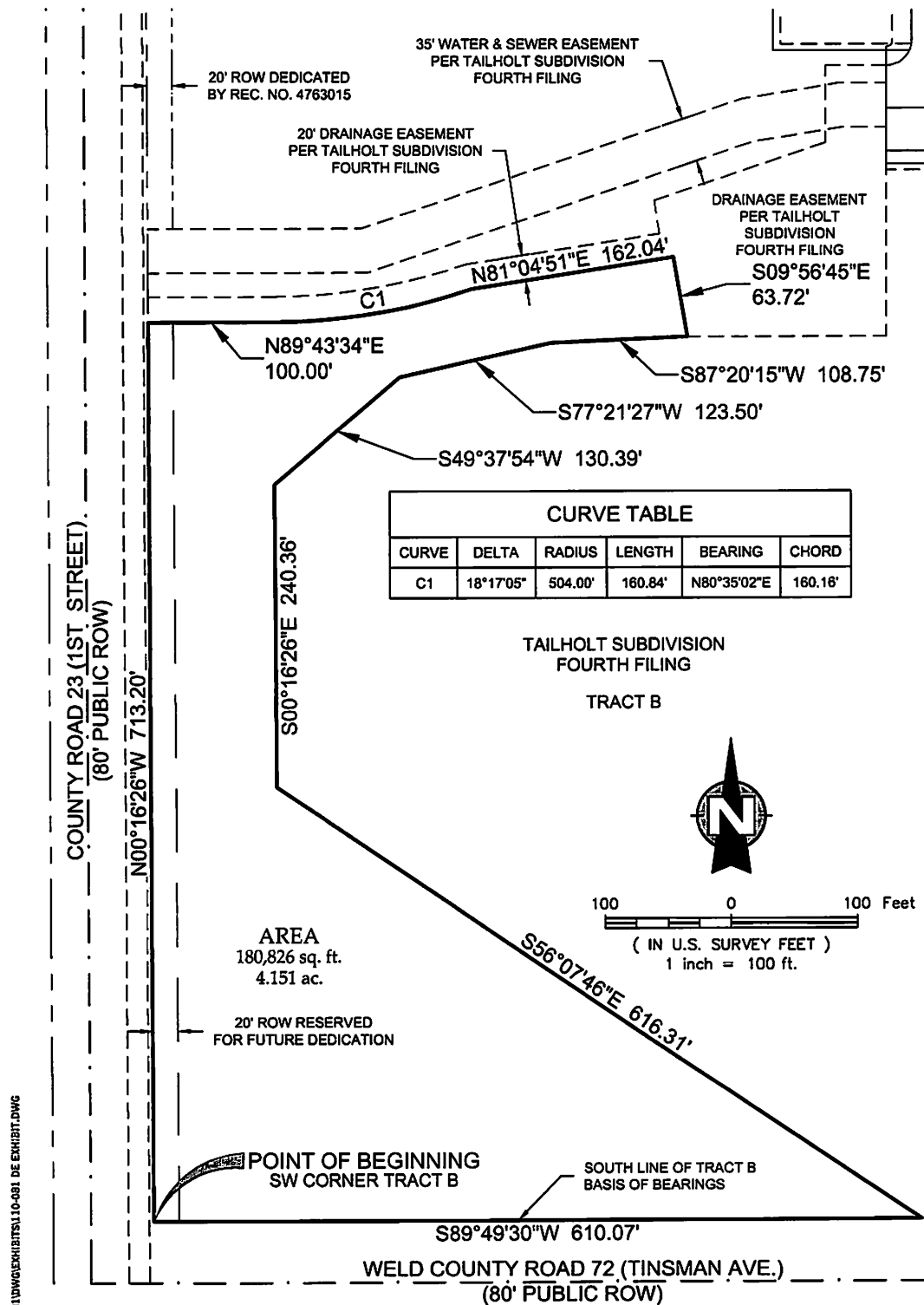
September 10, 2024

LMS

S:\Survey Jobs\110-081\Dwg\Exhibits\110-081 DE Description.docx

EXHIBIT A

A TRACT OF LAND BEING A PORTION TRACT B, TAILHOLT SUBDIVISION FOURTH FILING, LOCATED IN THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 6 NORTH, RANGE 67 WEST OF THE 6th P.M., TOWN OF SEVERANCE, COUNTY OF WELD, STATE OF COLORADO



S:\SURVEY\JOBS\110-081\DWG\EXHIBIT\110-081 DE EXHIBIT.DWG

NOTE: THIS EXHIBIT IS NOT INTENDED TO BE A MONUMENTED LAND SURVEY. ITS SOLE PURPOSE IS AS A GRAPHIC REPRESENTATION TO AID IN THE VISUALIZATION OF THE WRITTEN PROPERTY DESCRIPTION WHICH IT ACCOMPANIES. THE WRITTEN PROPERTY DESCRIPTION SUPERCEDES THE EXHIBIT DRAWING.



973.221.4150
FORT COLLINS | GREELEY | MESA | GODOYEAR | TUCSON | NORTH PHOENIX | FORT WORTH



northernengineering.com

SPECIAL WARRANTY DEED (RIGHT-OF-WAY)

THIS DEED, made this 1st day of May, 2025, between

DEVCO Investors, LLC, a Colorado limited liability company, whose legal address is 3350 Eastbrook Drive, Suite 260, Fort Collins, Colorado 80525, grantor, and

Town of Severance

whose legal address is 3 S. Timber Ridge Parkway, P.O. Box 339, Severance, Colorado 80546, grantee;

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

A tract of land being a part of Tract B, Tailholt Subdivision Fourth Filing, recorded 9/24/2020 as Reception No. 4633037 of the records of Weld County and situate within the Southwest Quarter of Section One (1), Township Six North (T.6N.), Range Sixty-Seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), Town of Severance, County of Weld, State of Colorado more particularly described on **Exhibit A** attached to and made a part of this Agreement (the Waterfowl Way road Right-Of-Way).

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances, subject to statutory exceptions as defined in C.R.S. § 38-30-113.

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

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

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

GRANTOR:

John D. Muller
DEVCO Investors, LLC

STATE OF COLORADO)
) ss:
COUNTY OF Larimer)

The foregoing instrument was acknowledged before me this 1st day of May,
2025, by (name) Andrew D. Tullio as (title) Manager for
grantor DEVCO Investors, LLC.

Witness my hand and official seal.

Chris MacQuiddy
Notary Public
My commission expires: 12/05/2027





EXHIBIT A

DESCRIPTION

A tract of land being a part of Tract B, Tailholt Subdivision Fourth Filing, recorded 9/24/2020, as Reception No. 4633037 of the Records of Weld County and situate within the Southwest Quarter of Section One (1), Township Six North (T.6N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), Town of Severance, County of Weld, State of Colorado, being more particularly described as follows;

Considering the West line of Tract B, Tailholt Subdivision Fourth Filing as bearing South 00° 16' 26" East and with all bearings contained herein relative thereto:

COMMENCING at the Northwest corner of said Tract B;
THENCE along the West line of said Tract B, South 00° 16' 26" East, a distance of 482.82 feet to the **POINT OF BEGINNING**;
THENCE departing said West line, North 89° 43' 34" East a distance of 20.00 feet to the East line of right-of-way dedicated by Reception No. 4763015;
THENCE along said East line, North 00° 16' 26" West, a distance of 56.00 feet;
THENCE departing said East line, along the arc of a non-tangent curve concave to the Northeast a distance of 47.12 feet, said curve has a Radius of 30.00 feet, a Delta of 90° 00' 00" and is subtended by a Chord bearing South 45° 16' 26" East a distance of 42.43 feet;
THENCE North 89° 43' 34" East a distance of 50.00 feet;
THENCE along the arc of a curve concave to the Northwest a distance of 130.32 feet, said curve has a Radius of 404.00 feet, a Delta of 18° 28' 56" and is subtended by a Chord bearing North 80° 29' 06" East a distance of 129.76 feet;
THENCE North 71° 14' 38" East a distance of 31.29 feet;
THENCE North 76° 00' 27" East a distance of 144.50 feet;
THENCE North 71° 14' 38" East a distance of 35.99 feet;
THENCE along the arc of a non-tangent curve concave to the Southeast a distance of 158.44 feet, said curve has a Radius of 484.00 feet, a Delta of 18° 45' 22" and is subtended by a Chord bearing North 80° 37' 19" East a distance of 157.73 feet;
THENCE South 00° 00' 00" East a distance of 68.00 feet;
THENCE along the arc of a curve concave to the Southeast a distance of 136.18 feet, said curve has a Radius of 416.00 feet, a Delta of 18° 45' 22" and is subtended by a Chord bearing South 80° 37' 19" West a distance of 135.57 feet to the Southerly line of an existing Drainage Easement;
THENCE along said Southerly line the following 2 courses and distances:
South 71° 14' 38" West a distance of 211.28 feet;
THENCE along the arc of a curve concave to the Northwest a distance of 156.13 feet, said curve has a Radius of 484.00 feet, a Delta of 18° 28' 56" and is subtended by a Chord bearing South 80° 29' 06" West a distance of 155.45 feet;
THENCE South 89° 43' 34" West a distance of 100.00 feet to the West line of said Tract B;
THENCE along said West line, North 00° 16' 26" West a distance of 54.00 feet to the **POINT OF BEGINNING**.

The above-described parcel of land contains 44,755 square feet or 1.027 acres, more or less (±).

May be subject to easements, rights-of-way, covenants and restrictions of record.

Exhibit attached hereto and made a part hereof.

SURVEYOR'S CERTIFICATE

I, Robert C. Tessely, a Colorado Professional Land Surveyor, do hereby certify that this property description was prepared under my personal supervision and checking, that it is true and correct to the best of my knowledge, information and belief and is in accordance with applicable standards of practice. This is not a guaranty or warranty, either expressed or implied. [4 CCR 730-1]



Robert C. Tessely
Colorado Professional Land Surveyor No. 38470
For and on behalf of EPS Group, Inc.

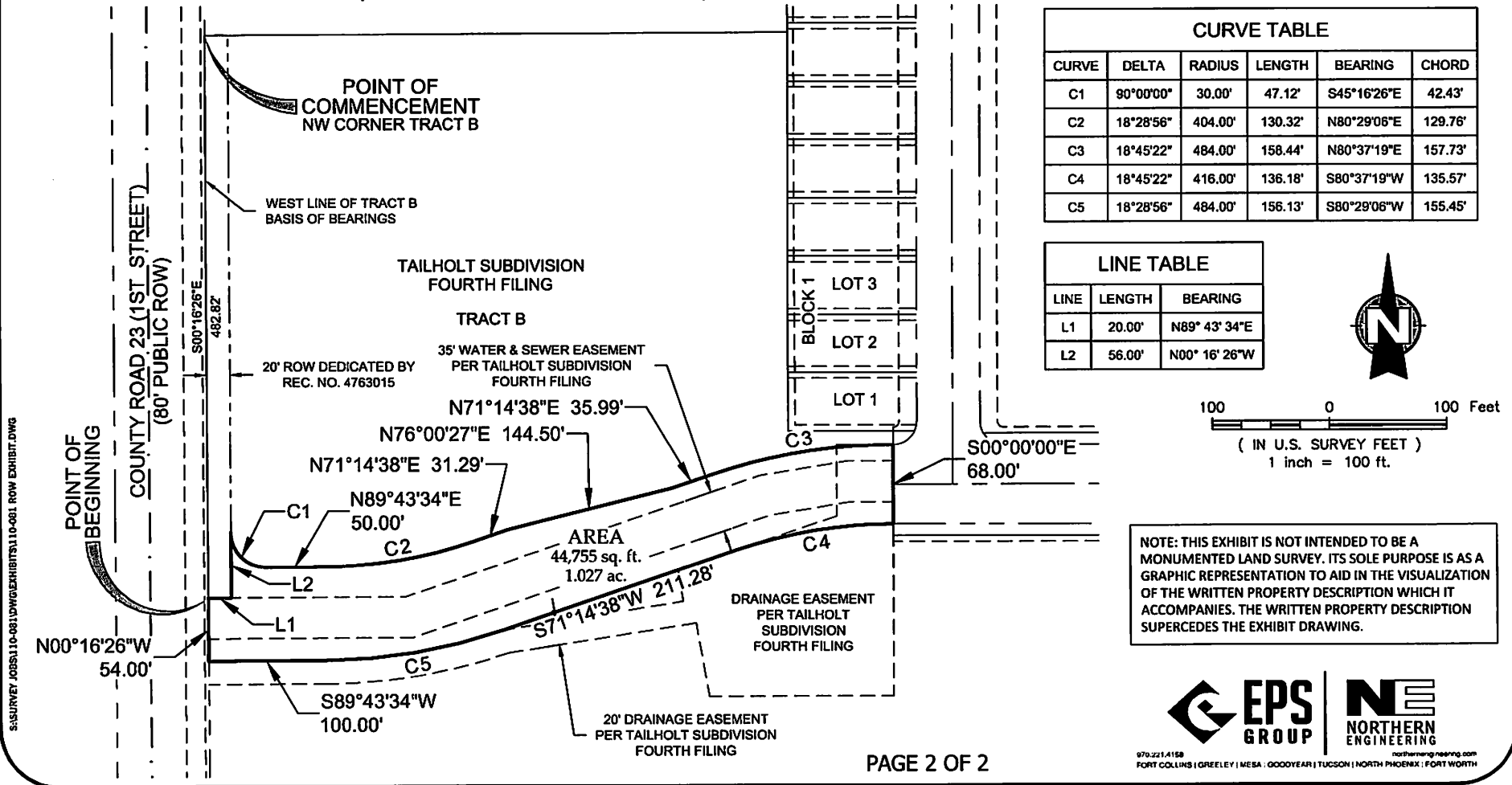
EPS GROUP, INC.
301 North Howes Street, Suite 100
Fort Collins, Colorado 80521
(970) 221-4158

September 10, 2024
LMS

S:\Survey Jobs\110-081\Drawings\Exhibits\110-081 ROW Description.docx

EXHIBIT A

A TRACT OF LAND BEING A PORTION TRACT B, TAILHOLT SUBDIVISION FOURTH FILING, LOCATED IN THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 6 NORTH, RANGE 67 WEST OF THE 6th P.M., TOWN OF SEVERANCE, COUNTY OF WELD, STATE OF COLORADO



PAGE 2 OF 2

DEVCO INVESTORS, INC. DEVELOPMENT AGREEMENT
(Waterfowl Way Extension- Stormwater Drainage Project)

THIS DEVELOPMENT AGREEMENT (the “Agreement”), is made and entered into on 13th May, 2025, by and between the TOWN OF SEVERANCE, COLORADO, a Colorado home-rule municipality (“Town” or “Severance”), and DEVCO INVESTORS, LLC, a Colorado limited liability company (“Owner”).

RECITALS

WHEREAS, Owner owns certain real property within the Town, legally described as Tracts A and B, Tailholt Subdivision Fourth Filing, County of Weld, State of Colorado, per the plat recorded 9/24/2020 as Reception No. 4633037 in the real property records of the Weld County, Colorado, Clerk and Recorder’s Office, and all that real property located within the Tailholt East Annexation, per the annexation map recorded 09/23/2016 as Reception No. 4239234 in the real property records of the Weld County, Colorado, Clerk and Recorder’s Office (all the foregoing property referred to herein collectively as the “Property”); and

WHEREAS, upon the future development of any portion of the Property, the Town requires the Owner to install and construct the roadway extension known as Waterfowl Way from 3rd Street to 1st Street along with certain stormwater drainage public improvements upon that portion of the Property legally described as Tract B, Tailholt Subdivision Fourth Filing, County of Weld, State of Colorado, per the plat recorded 9/24/2020 as Reception No. 4633037 in the real property records of the Weld County, Colorado, Clerk and Recorder’s Office, as hereinafter set forth (referred to herein as the “Project”) in accordance with the terms and conditions of this Agreement; and

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

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

AGREEMENT

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

1. PUBLIC IMPROVEMENTS REQUIRED

1.1 Owner-Provided Public Improvements. Owner shall: (a) design and construct all roadway and stormwater drainage public improvements described in **Exhibit A**, attached hereto and incorporated herein by this reference (“Owner-Provided Improvements Schedule”), in accordance with (i) the terms and provisions of this Agreement; (ii) all applicable standards, rules,

and regulations of the Town, including the Town's current design standards, construction standards and specifications, and Severance Transportation Master Plan for public improvements at the time of construction, as amended (collectively, the Town's "Construction Standards"); (iii) the plans approved by the Town Engineer (the "Plans"); (b) maintain and repair the Owner-Provided Improvements until Final Acceptance (as that term is used in Section 2.11 below) by the Town pursuant to the terms of this Agreement; and (c) if applicable, convey said improvements to the Town in accordance with Section 5 of this Agreement.

1.2 Commencement and Completion of Owner-Provided Improvements.

1.2.1 Owner's obligation to construct the Owner-Provided Improvements shall commence immediately upon the date of the first development approval for any portion of the Property. For purposes of this Agreement, "development approval" shall mean the Town's approval of a subdivision final plat or site plan for any portion of the Property.

1.2.2 All Owner-Provided Improvements shall be completed contemporaneously with the extension of Waterfowl Way from 3rd Street to 1st Street in the Town. Issuance of Certificate of Initial Acceptance (as that term is used in Section 2.8 below) for all Owner-Provided Improvements must be awarded within three (3) years from the date of Town's issuance of the first grading or other permit to commence construction on any portion of the Property, unless the Town extends the time for compliance by executing a written amendment to this Agreement.

1.2.3 The Town reserves the right to suspend other construction or development activities upon the Property, including without limitation the withholding, suspension, or revocation of certificates of occupancy, grading permits, building permits, or other Town-issued permits for work upon the Property, or to draw upon the Performance Guaranty (as defined in Section 1.4), to ensure timely completion of the Owner-Provided Improvements.

1.2.4 In the event no work has commenced on the Owner-Provided Improvements within two (2) years after the date of the first development approval, the Town may elect at its discretion to (i) void any or all development approvals, including any site plan or recorded subdivision final plat, for all or any portion of the Property, and return any Performance Guaranty to Owner rather than drawing upon such Performance Guaranty and constructing the Owner-Provided Improvements, or (ii) draw upon the Performance Guaranty to construct or secure completion of the Owner-Provided Improvements.

1.2.5 Before exercising the options in Sections 1.2.3 or 1.2.4, the Town shall give Owner prior written notice and demand to take such action as the Town determines necessary for the Owner to meet its obligations under this Agreement in a timely manner. In any event, the Town shall have no obligation to complete any or all of the Owner-Provided Improvements.

1.3 Payment of Contractors, Materials, and Laborers. Owner shall be responsible for the costs of design, installation, materials and testing of all Owner-Provided Improvements. Owner shall timely make payments of all amounts due to persons supplying labor, materials or

services in connection with the Owner-Provided Improvements, and to any persons who may otherwise be entitled to assert a lien upon the Property or Owner-Provided Improvements by virtue of Sections 38-22-101 et seq., C.R.S. In the event that any person asserts a lien upon the Property or Owner-Provided Improvements by virtue of Sections 38-22-101 et seq., C.R.S., after Final Acceptance, Owner will indemnify and defend the Town with respect to the claimed lien, and shall further immediately take any and all steps as are necessary to remove the lien from any Owner-Provided Improvements regardless of the merits of the claimant of the lien; provided, however, that if a mechanic's lien is filed, Owner may, within sixty (60) days of the filing thereof, bond over any such mechanic's lien pending removal thereof from title to the Owner-Provided Improvements.

1.4 Performance Guaranty Required Prior to Commencing Work. In order to secure Owner's performance and completion of the Owner-Provided Improvements, Owner shall furnish to the Town a performance guaranty ("Performance Guaranty") prior to commencing any work on the Property, including without limitation any grading, earthwork, site preparation, mobilization, or construction. Within 14 days after the first development approval for the Property (as provided in Section 1.2.1), Owner shall furnish to the Town an engineer's estimate of the total cost of construction ("Engineer's Cost Estimate") of the Owner-Provided Improvements set forth in the Owner-Provided Improvements Schedule attached hereto as Exhibit A. The Town will promptly review the Engineer's Cost Estimate and will advise Owner if adjustments or corrections are required. No later than 30 days after the first development approval for the Property, Owner shall furnish the Performance Guaranty to the Town in an amount equal to 115% of the Engineer's Cost Estimate for the construction of the Owner-Provided Improvements. The Performance Guaranty shall ensure the satisfactory completion of the Owner-Provided Improvements and shall be in the form of either (i) a cash escrow agreement under which the Performance Guaranty shall be held in escrow by the Town, or (ii) an irrevocable letter of credit in the amount of the required Performance Guaranty. The cash escrow agreement or irrevocable letter of credit shall be in a form acceptable to the Town Manager and the Town Attorney in their sole and exclusive discretion. The Performance Guaranty shall be kept in full force and effect until Owner completes the work and the Town issues the Certificate of Initial Acceptance for all Owner-Provided Improvements. The Town shall release such Performance Guaranty upon Initial Acceptance, less amounts the Town may retain to guarantee Owner's fulfillment of its repair or replacement obligations as set forth in Section 2.10.

1.4.1 Deficient Guaranty Conditions. In the event that, (a) the Owner fails to extend or replace an expiring letter of credit at least sixty (60) days prior to expiration of such letter of credit, (b) the Town receives notice that the letter of credit will not be renewed, (c) the entity issuing the letter of credit becomes non-qualifying, (d) the letter of credit, in the sole determination of the Town, is at risk of being lost as a guarantee, (e) prior to completion of all obligations of the Owner under this Agreement, the bank issuing a letter of credit elects not to renew the letter of credit pursuant to the letter of credit automatic renewal provisions, or (f) the cost of the Owner-Provided Improvements is reasonably determined by the Town to be greater than the amount of surety or security provided (collectively, "Deficient Guarantee Conditions"), Owner will provide the Town a good and adequate, as reasonably determined by the Town, new substitutional Performance Guaranty. The failure to provide such substitutional Performance Guaranty within 30 days of the occurrence of

any of the Deficient Guaranty Conditions shall constitute a material breach of this Agreement for which the Town may draw upon the Performance Guaranty in the full amount of the Performance Guaranty.

1.4.2 Failure to Provide Performance Guaranty. In the event Owner commences any work on the Property prior to furnishing the Performance Guaranty to the Town, the Town may, at its discretion, issue stop work order(s) for any work on the Property, order denial, suspension, or revocation of any grading permits, building permits, or other Town-issued permits for work upon the Property, or deny, revoke, or withhold certificates of occupancy, until Owner furnishes the required Performance Guaranty to the Town.

2. CONSTRUCTION STANDARDS; ACCEPTANCE PROCEDURES

2.1 Engineering and Consulting Services. Owner agrees to furnish, at its expense, all necessary engineering and consulting services relating to the permitting, design, and construction of the Owner-Provided Improvements. These services shall be performed by or under the supervision of a Registered Professional Engineer and/or Registered Land Surveyor, or other professionals as appropriate, licensed by the State of Colorado, and in accordance with applicable Colorado law. The design services shall include inspection services deemed necessary by the Town.

2.2 Plan Submission and Acceptance. Owner shall furnish to the Town the required fees and complete Plans and Construction Standards for all improvements. Severance shall issue its written acceptance or rejection of the Plans as expeditiously as reasonably possible. Said acceptance or rejection shall be based upon the standards and criteria for Owner-Provided Improvements as established by the Town, and Severance shall notify Owner of all deficiencies which must be corrected prior to acceptance. All deficiencies shall be corrected and the Plans shall be resubmitted to and accepted by the Town prior to the commencement of any grading or construction.

2.3. Licensing of Contractors and/or Subcontractors. Owner shall ensure that all contractors and subcontractors hired or retained by the Owner shall be licensed by the Town before beginning any work on the Owner-Provided Improvements.

2.4 Testing and Inspection. Testing and inspection of the construction and materials shall be in accordance with the Construction Standards. In addition, Owner shall utilize, at its own expense, a licensed and registered testing company, to perform all testing of materials or construction that may be required by the Town. Owner shall furnish copies of test results to the Town on a timely basis for review and acceptance prior to commencement or continuation of construction of the Owner-Provided Improvements. At all times during construction of the Owner-Provided Improvements for each phase, the Town shall have the right, but not the duty, to inspect the materials and workmanship in order to ascertain conformance with the Construction Standards. Owner shall reasonably cooperate and assist the Town in gaining appropriate access to the areas designated for inspection. Owner shall follow the procedures below regarding the inspection of installation of any Owner-Provided Improvements:

- 2.4.1 Except on Town of Severance holidays, inspection services are provided Monday through Friday, from 8:00 a.m. to 4:00 p.m.
- 2.4.2 To schedule inspections, Owner will contact the Town Public Works Department during the hours listed a minimum of 24 hours in advance of a requested inspection. Requests for inspection services beyond the hours listed above shall be submitted a minimum of 48 hours in advance in writing to the Town Manager for acceptance. Owner shall reimburse the Town for all direct costs of the after-hours inspection services. If the request is denied, the work shall not proceed before or after the hours listed above.
- 2.4.3 If the Town Manager or their designee finds fault with the installation, he or she may, at his or her discretion, stop work until corrections are made.
- 2.4.4 Owner shall contact the Town immediately if Owner encounters unforeseen conditions or circumstances that will delay completion of any of the Owner-Provided Improvements.
- 2.4.5 The Town will inspect the site, as necessary, to keep familiar with the progress of the Project.

2.5 Rights-of-Way, Easements, and Permits. Prior to commencement of construction of Owner-Provided Improvements that require additional rights-of-way to be acquired, Owner shall acquire at its own expense and convey to the Town, all necessary land, rights-of-way and easements required by the Town for the construction of the proposed improvements related to the Project. Owner is only obligated to acquire that portion of land, rights-of-way and easements necessary for the construction of Owner-Provided Improvements, roads and utilities required by this Agreement. All such conveyances shall be free and clear of liens, taxes and encumbrances and shall be by plat dedication, Special Warranty Deed, or easement in a form and substance acceptable to the Town. All title documents shall be recorded by the Town at Owner's expense.

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

2.7 Operation of Construction Equipment. The operation of construction equipment

outside an enclosed structure shall be prohibited on weekdays between the hours of 7:00 p.m. and 7:00 a.m. With the prior written approval of the Town, the operation of such equipment outside an enclosed structure may be permitted on weekend days and legal holidays between the hours of 8:00 a.m. and 4:00 p.m. The Town may alter the hours of operation for good cause. All construction activities shall operate in accordance with all Town codes, ordinances, and policies in regards to sound and noise.

2.8 Initial Acceptance.

2.8.1 No later than ten (10) days after the Owner-Provided Improvements are complete, Owner shall submit to the Town “as-built” drawings of the Owner-Provided Improvements in a form as defined in Severance’s current Construction Standards, proposed documents of conveyance to the Town of the Owner-Provided Improvements (if applicable), and a statement certifying that the Owner-Provided Improvements are fully complete, have been fully paid for, and Owner has fully paid all persons or entities having furnished labor or materials for the design and construction of the Owner-Provided Improvements. Owner shall also request an inspection to be performed by Severance. If Owner does not request this inspection within ten (10) days of completion of the Owner-Provided Improvements, Severance may conduct the inspection without the approval of Owner. Upon inspection (which inspection shall occur within 21 days of the Owner’s submission) and finding of satisfactory completion of the Owner-Provided Improvements in compliance with the Construction Standards, the Town shall promptly issue a written “Certificate of Initial Acceptance.”

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

2.9 General Warranty. Owner warrants that all Owner-Provided Improvements hereunder will be free from defects, including but not limited to, defects of materials, workmanship or design, of good quality, and that the Owner-Provided Improvements otherwise fully comply with the Construction Standards.

2.10 Repair/Replacement Obligation.

- 2.10.1 Owner shall warrant and guarantee all Owner-Provided Improvements for a period of two (2) years, commencing from the date of the Town's Initial Acceptance of the Owner-Provided Improvements ("Repair/Replacement Period"). Under this warranty, Owner agrees to repair or replace, at its own cost and expense and under the direction of the Town, any Owner-Provided Improvements or portions thereof which fail or are defective, unsound, or unsatisfactory because of materials or workmanship, or which are not in conformity with the Construction Standards. The Repair/Replacement Period shall be extended for up to two (2) years following Initial Acceptance of any completed repairs to or replacements of the Owner-Provided Improvements made by Owner during the Repair/Replacement Period, including but not limited to repairs or replacements necessitated by damage due to construction traffic or activities.
- 2.10.2 Following Initial Acceptance of the Owner-Provided Improvements, the Town will release the applicable Performance Guaranty for such improvements, less ten percent (10%) of the portion of the Engineer's Cost Estimate (as defined in Section 1.4) for the Owner-Provided Improvements Schedule set forth in **Exhibit A** (the "Repair/Replacement Guaranty").
- 2.10.3 The Repair/Replacement Guaranty shall provide security for the costs of repairing and/or replacing the Owner-Provided Improvements during the applicable Repair/Replacement Period, and in defending or removing claims of unpaid laborers, material suppliers and/or subcontractors who may attempt to assert a lien upon the Owner-Provided Improvements.
- 2.10.4 In the event that any substantial repair or replacement is required to any of the Owner-Provided Improvements during the applicable Repair/Replacement Period and such repair or replacement is not made after thirty (30) days from the date of mailing of a written notice to Owner requesting repairs, the Town, may:
- 2.10.4.1 Draw upon the Repair/Replacement Guaranty and, at the Town's discretion, secure repair or replacement of any incomplete or non-conforming Owner-Provided Improvements;
- 2.10.4.2 Pursue repair or replacement of the Owner-Provided Improvements, at the Owner's expense, either by bid or negotiated price;
- 2.10.4.3 Order denial or suspension of any grading permits, building permits, or other Town-issued permits for work upon the Property, or certificates of occupancy, until completion or repair or replacement of any incomplete or defective Owner-Provided Improvements; and/or
- 2.10.4.4 Pursue any other legal remedies available to it at law or in equity or which

may be appropriate under applicable Town regulations.

- 2.10.5 In the event that emergency repairs of the Owner-Provided Improvements are required, as solely determined by the Town, the Town may immediately complete such emergency work or repairs and invoice the Owner the Town's actual costs. Owner shall reimburse the Town within sixty (60) days after receipt of written notification or repair and supporting documentation from the Town.

2.11 Final Acceptance. At least thirty (30) days before the applicable Repair/Replacement Period elapses, or as soon thereafter as weather permits, Owner shall submit a written request for Final Acceptance of the Owner-Provided Improvements. The Town shall conduct a final inspection of the Owner-Provided Improvements as soon as is reasonably practicable, and if such Improvements fully conform to the Construction Standards, and if all repairs as are needed have been made to bring the same into such conformance, the Town shall issue a "Certificate of Final Acceptance" signifying final approval of the Owner-Provided Improvements. If Owner does not correct all deficiencies and make repairs identified in said inspection to Severance's satisfaction within thirty (30) days after receipt of said notice, weather permitting, Severance may exercise its rights to secure performance as is provided in Section 2.10.4 of this Agreement. Upon expiration of the applicable Repair/Replacement Period, Owner shall request release of the applicable Repair/Replacement Guaranty by written notice, and the Town shall release the applicable Repair/Replacement Guaranty, provided no liens have been filed and not released with respect to the Owner-Provided Improvements.

2.11.1 "As-Built / Record" Drawings. As-built drawings (also known as "record drawings") must be submitted to the Town and must be in compliance with the Plans and specifications approved by the Town prior to Final Acceptance.

2.12 Reimbursement to the Town. In the event the Town exercises its right to secure completion of construction, repairs, replacements, or other work to the Owner-Provided Improvements using funds other than the Performance Guaranty or Repair/Replacement Guaranty, as applicable, Owner shall reimburse the Town within sixty (60) days after receipt of written demand and supporting documentation from the Town. If Owner fails to reimburse the Town, then Owner shall be in default of this Agreement.

2.13 Maintenance of the Improvements After Final Acceptance. The Owner, successors and assigns shall maintain and repair the Owner-Provided Improvements after Final Acceptance. Notwithstanding any contrary provision in this Agreement, upon Final Acceptance of the Owner-Provided Improvements, Owner will be considered released and discharged from any obligations or liability under Section 2.10 of this Agreement.

3. ADDITIONAL DEVELOPMENT STANDARDS

3.1 Additional Drainage Improvements Requirements.

3.1.1 All drainage improvements, including without limitation, regional area drains, and erosion abatement, shall be designed and constructed by Owner in accordance

with drawings, plans and specifications accepted by Severance. Unless otherwise approved by Town, overlot grading shall not be initiated by Owner until Severance approves drainage improvement plans and other associated permits, such as, but not limited to a Floodplain Development Hazard Permit. Owner shall provide temporary erosion control during and after overlot grading until the site is stabilized.

3.1.2 Owner shall be responsible for obtaining a CDPHE “General Permit for Stormwater Discharges Associated with Construction Activity” required during construction. A copy of this permit shall be submitted to Severance.

3.1.3 Owner agrees that all construction shall be in conformance with any and all National Pollutant Discharge Elimination Systems (NPDES) standards including compliance with and applicable NPDES and CDPHE permits issued to the Owner, applicable to the Project. In the event there is any violation of such standards or permits issued, and if the Town, as a result of the Owner’s actions, is subject to or given a monetary fine, penalty or any other affirmative obligation imposed by another governmental entity, Owner shall reimburse the Town for any and all costs incurred. Failure of Owner to reimburse the Town for such costs shall constitute a default of this Agreement, subject to notice and opportunity to cure under Section 6.1 of this Agreement.

3.1.4 Owner shall be responsible for providing constructed records and as-built information, including but not limited to, private drainage improvements, and detention pond certifications to confirm compliance with construction plans and drainage report.

3.1.5 Owner and successor owner(s) of the Property shall be responsible for and shall maintain in good repair and working condition all drainage improvements located on the Property. Drainage improvements may include, but are not limited to: landscaping, open areas, grass, shrubs, trees, retaining walls, sidewalks, ponds, pipes, underdrains, swales, drain pans, and inlet and outlet structures.

3.1.6 Owner shall request inspections of the drainage improvements in accordance with the procedures in Sections 2.8 through 2.11 of this Agreement until Final Acceptance by the Town.

3.2 Floodplain Permitting. Owner shall be required to apply for and obtain all applicable permits from the appropriate permitting authority(ies) prior to performing any work, construction, or disturbance of any land within the floodplain, and Owner shall comply with all such permit conditions and requirements during and after any such work, construction, or disturbance within the floodplain.

4. LIABILITY LIMITATIONS – HOLD HARMLESS

4.1. Non-Liability. Owner acknowledges that the Town’s review and approval of the plans for the development of the Property is done in furtherance of the general public health, safety and welfare, and that no specific relationship with, or duty of care to the Owner or third parties is assumed by such review and approval, or immunity waived, as more specifically set forth in the

Colorado Governmental Immunity Act, Sections 24-10-101 et seq., C.R.S.

4.2 **Indemnification.** Owner agrees to save, indemnify, defend, and hold harmless the Town from any claims brought by any third party against the Town which are attributable to any act or omission of the Owner, its employees, agents, contractors, subcontractors, and consultants with respect to: (i) the construction and installation of the Owner-Provided Improvements; and (ii) performing this Agreement. Owner further agrees to indemnify, defend and hold harmless the Town from any loss or liability, including damages for inverse condemnation, the Town may have or suffer on account of any change in the direction, nature, quality, or quantity of historical drainage flow resulting from the development of the Property or from the construction of streets, water mains, and/or storm sewers on the Property. Owner shall bear all reasonable costs of investigation and litigation, including reasonable attorney fees, incurred by the Town in defending such claim. This indemnification does not extend to claims of willful misconduct or negligence brought by any third party against the Town which is attributable to any act or omission of the Town.

4.3 **Insurance.** Owner and its contractors performing work in constructing the Owner-Provided Improvements shall at all times hereunder have and maintain in full force and effect comprehensive liability insurance, providing general liability, and comprehensive automobile liability insurance. Owner's architect and engineer responsible for work in the right-of-way shall also carry professional liability insurance. The policies shall name the Town and its agents, officials and employees as additional insureds and shall provide coverage for the liability risks identified at Section 4.2 hereof, and shall not be less than \$1,000,000 for any injury to one person in any single occurrence, or \$2,000,000 for any injury to two or more persons in any single occurrence. Owner and contractors shall at all times fully comply with the Colorado Workmen's Compensation Act, and shall ensure that each of its contractors and subcontractors are in full compliance with the Act. Owner shall submit certificates of insurance in compliance with the standards as set forth above. Nothing herein shall be construed to relieve or discharge Owner of its liability to the Town under the terms of this Agreement should Owner for any reason fail to procure and maintain any required insurance in sufficient amounts.

5. OWNERSHIP OF IMPROVEMENTS

5.1 Subject to this Agreement and to the provisions of the Construction Standards and any Town regulations relating to the Town's acceptance or approval of the Owner-Provided Improvements herein, the Owner shall convey to the Town all Owner-Provided Improvements that are located on Town-owned property or within Town rights-of-way or Town easements at the time of Initial Acceptance thereof, free and clear of all liens, encumbrances and restrictions, except that all storm drainage and floodplain improvements located on the Property shall not be conveyed to the Town and shall remain private improvements of Owner and Owner's successor(s), subject to any easements of record, whether recorded before or after construction of such storm drainage and floodplain improvements. Any improvements made upon Town property or Town rights-of-way or Town easements that are accepted by and conveyed to the Town shall be and remain the sole and exclusive property of the Town, free and clear from any and all claims by the Owner or others.

6. ENFORCEMENT AND REMEDIES

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

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

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

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

7. MISCELLANEOUS PROVISIONS

7.1 Recordation. This Agreement shall be recorded, at Owner's expense, in the office of the Weld County Clerk and Recorder.

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

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

7.4 Successors and Assigns. This Agreement will be binding upon the parties and their respective successors and assigns and will be deemed a covenant running with the Property and will be binding upon all successors in ownership of the Property; provided, however, that in no event will the purchaser of any portion of the Property upon which a dwelling has been constructed and issued a certificate of occupancy be deemed to be a successor to Owner hereunder. With respect to the Town's consent to proposed transfers of title in and to any portion of the Property prior to Initial Acceptance, Owner shall provide the Town written notice of: (a) any such proposed transfer; (b) arrangements for transfer of the Performance Guaranty or Repair/Replacement Guaranty to any transferee, or the release of the Performance Guaranty or Repair/Replacement Guaranty to Owner conditioned upon the provision of a new Performance Guaranty or new Repair/Replacement Guaranty, as appropriate, by the transferee; and (c) transferee's acceptance of the obligations and liabilities under this Agreement by a written assignment and assumption. Following delivery to the Town of written evidence of such assignment and an express assumption of the obligations and liabilities by the transferee, and the furnishing of a new Performance Guaranty or Repair/Replacement Guaranty by the transferee, the Town will consent to the proposed transfer of title in and to any portion of the Property prior to Initial Acceptance, and the Town will accept performance by such assignee. Following any such assignment of this Agreement, Owner will be relieved from any obligations and liabilities assumed by such assignee.

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

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

To the Town: Town of Severance Attn: Town Manager 3 South Timber Ridge Parkway PO Box 339 Severance, CO 80546 With a copy to: Erica Romberg, Severance Town Attorney c/o Wilson Williams Fellman Dittman 1314 Main Street, Suite 101 Louisville, CO 80027	To Owner: Devco Investors, LLC 3350 Eastbrook Drive Suite 260 Fort Collins, CO 80525 With a copy to: <u>N/A</u> _____ _____ _____
---	---

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

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

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

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

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

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

7.12 Recitals. The recitals set forth above are true and correct and are incorporated by reference herein as if set forth verbatim.

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

TOWN OF SEVERANCE, COLORADO,
a municipal corporation

By: _____
Matthew Fries, Mayor

ATTEST:

Sarah Jacobsen, Town Clerk

APPROVED AS TO FORM:

Town Attorney

[Remainder of page left intentionally blank—signatures continue on following page.]

OWNER:
DEVCO INVESTORS, LLC

By: Dino DiTullio
Name: Dino DiTullio
Title: Manager

ACKNOWLEDGMENT

STATE OF COLORADO)
) ss.
COUNTY OF LaRimer)

The foregoing instrument was acknowledged before me this 15th day of May, 2025, by Andrew DiTullio [name], as Manager [title] of Devco Investors, LLC.

Witness my hand and official seal.

(SEAL)

Christ MacQuiddy
Notary Public
My commission expires: 12/05/2027



EXHIBIT A

Owner-Provided Improvements Schedule

Project Name:	Waterfowl Way Extension	Date: 3/25/25	
	TOTAL		TOTAL
GENERAL CONDITIONS	TBD		TBD
DEMOLITION	TBD		TBD
EARTHWORK	TBD		TBD
STORM DRAINAGE	TBD		TBD
CONCRETE	TBD		TBD
ASPHALT PAVING	TBD		TBD
MISCELLANEOUS	TBD		TBD
LANDSCAPE	TBD		TBD
TOTAL ESTIMATE	\$ -		\$ -

Waterfowl Way Extension Date: 3/25/25

GENERAL CONDITIONS	Quantity	Unit	Unit Cost	Total Cost
Mobilization	1	LUMP	TBD	TBD
Erosion Control	1	LUMP	TBD	TBD
Traffic Control	1	LUMP	TBD	TBD
GENERAL CONDITIONS				\$ -
DEMOLITION	Quantity	Unit	Unit Cost	Total Cost
Sawcut - Asphalt	1648	LF	TBD	TBD
2" Asphalt Mill	974	SY	TBD	TBD
Remove Asphalt Pavement	484	SY	TBD	TBD
Remove Storm Sewer	183	LF	TBD	TBD
Remove Pond Outlet Structure	1	EA	TBD	TBD
Remove Fire Hydrant	1	EA	TBD	TBD
Remove Overhead Electric (Including Two Power Poles)	647	LF	TBD	TBD
Remove Sidewalk	13	SY	TBD	TBD
DEMOLITION				\$ -
EARTHWORK	Quantity	Unit	Unit Cost	Total Cost
Top Soil Strip and Stockpile	706	CY	TBD	TBD
Export Material	2662	CY	TBD	TBD
EARTHWORK				\$ -
STORM DRAINAGE	Quantity	Unit	Unit Cost	Total Cost
18" RCP	196	LF	TBD	TBD
18" FES	5	EA	TBD	TBD
Type L Rip Rap	6	CY	TBD	TBD
20'x5' Outlet Structure	1	EA	TBD	TBD
STORM DRAINAGE				\$ -
CONCRETE	Quantity	Unit	Unit Cost	Total Cost
30" Vertical Curb & Gutter	1164	LF	TBD	TBD
8' Sidewalk, 6" Thick	629	LF	TBD	TBD
5' Sidewalk, 6" Thick	591	LF	TBD	TBD
8' Crossspan	1193	SF	TBD	TBD
Handicap Ramp with Truncated Domes	3	EA	TBD	TBD
CONCRETE				\$ -
ASPHALT PAVING	Quantity	Unit	Unit Cost	Total Cost
6" HMA/6" ABC - Collector	2901	SY	TBD	TBD
9" HMA Two Lane Arterial	2367	SY	TBD	TBD
8" ABC Two Lane Arterial	2367	SY	TBD	TBD
2" Overlay	974	SY	TBD	TBD
ASPHALT PAVING				\$ -
MISCELLANEOUS	Quantity	Unit	Unit Cost	Total Cost
Street Signs and Striping	1	LS	TBD	TBD
MISCELLANEOUS				\$ -
LANDSCAPE	Quantity	Unit	Unit Cost	Total Cost
Seeding and Mulching	0.75	AC	TB	TB
LANDSCAPE				\$ -
TOTAL ESTIMATE				\$ -



AGENDA ITEM SUMMARY

AGENDA ITEM	SUBMITTED BY	PRESENTED BY
Pg. 206 - Resolution 2025-20R: approving the Intergovernmental Agreement between the Town of Severance and Weld County, regarding the use of the Weld County Oil and Gas Energy Department.	Shani Porter, Planning Director	Nicholas Wharton, Town Manager
ACTION REQUESTED		
Town Staff request that the Town Council approve Resolution 2025-20R, approving the Intergovernmental Agreement between the Town of Severance and Weld County regarding the use of the Weld County Oil and Gas Energy Department.		<u>Resolution</u> <u>Action Requested</u> <u>Attorney Approved</u>
BRIEF SUMMARY		
Weld County has an established Oil and Gas Energy Department (OGED) that regularly enforces 1041 regulations and hearings. The County is willing and able to share the services of its OGED with the Town. These services will include implementation of 1041 regulations, but not limited to, processing 1041 Oil and Gas Location Assessment Applications, conducting 1041 hearings on behalf of the Town, re-evaluating an Application or Final Order, re-hearing an Application, holding suspension or revocation hearings and other enforcement activities. The County will review drainage reports, ensure compliance with floodplain regulations, issue grading permits and review for general land use conflicts. The Town will be responsible for ensuring adherence to all local resolutions, ordinances, codes, agreements etc. and shall be responsible for making the final determination of whether to approve or deny an application.		
PUBLIC SUPPORT/CONCERN		
None at this time		
ANALYSIS AND RECOMMENDATION		
Town Staff request that the Town Council approve Resolution 2025-20R, approving the Intergovernmental Agreement between the Town of Severance and Weld County regarding the use of the Weld County Oil and Gas Energy Department.		
MATERIALS SUBMITTED		
The following materials were submitted and included in this packet: 1. 2025-06-02 - Weld Severance Oil and Gas IGA Final 2. TC Resolution 2025-20R Approving IGA with Weld Oil and Gas		

**INTERGOVERNMENTAL AGREEMENT FOR USE OF WELD COUNTY OIL AND GAS
ENERGY DEPARTMENT STAFF TO ASSIST WITH 1041 OIL AND GAS LOCATION
ASSESSMENT ENFORCEMENT FOR THE TOWN OF SEVERANCE**

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2025, by and between the TOWN OF SEVERANCE, COLORADO, a Colorado home rule municipal corporation, by and through its Town Council with offices located at 3 South Timber Ridge Parkway, PO Box 339, Severance, CO 80546 (hereinafter referred to as "Town") and COUNTY OF WELD, COLORADO, a Colorado home rule county, by and through the Board of County Commissioners for Weld County, with offices located at 1150 O Street, Greeley, Colorado 80632 (hereafter referred to as "County"). The Town and County are also referred to herein each as a "Party" and together as the "Parties."

WITNESSETH

WHEREAS, intergovernmental agreements to provide functions or services, including the sharing of costs of such services or functions, by political subdivisions of the State of Colorado, are specifically authorized by C.R.S. § 29-1-203, and other sections of the Colorado Revised Statutes; and

WHEREAS, the Town of Severance is in need of assistance with 1041 Oil and Gas Location Assessment regulations and hearings; and

WHEREAS, Weld County has an established Oil and Gas Energy Department (hereinafter referred to as "OGED") that regularly enforces 1041 regulations and conducts 1041 hearings; and

WHEREAS, Weld County is willing and able to share the services of its Oil and Gas Energy Department with the Town of Severance, pursuant to the terms of this Agreement, in order to assist the Town of Severance with 1041 regulations and hearings.

NOW, THEREFORE, in consideration of the mutual promises and covenants expressed herein, Weld County and the Town of Severance hereby agree as follows:

1. **Sharing of County Oil and Gas Energy Department 1041 Services:** The County agrees to have its OGED staff spend a portion of their time, as needed, assisting the Town with implementation of 1041 regulations including, but not limited to, processing 1041 Oil and Gas Location Assessment Applications (each an "Application"), conducting 1041 hearings on behalf of and in coordination with the Town, re-evaluating an Application or Final Order, re-hearing an Application in front of the OGED Hearing Officer, holding a suspension or revocation hearing, conducting regular or continuing inspections, and other enforcement activities. The County will review drainage reports submitted with well applications, ensure compliance with floodplain regulations, issue grading permits for oil and gas sites, and review for general land use conflicts.
2. **Town's Development Review:** The Town shall be responsible for ensuring all the Town's resolutions, ordinances, codes, regulations, agreements, or other enactments of the Town are adhered to by all parties who submit an Application to the County and the Town. In

addition, the Town shall be responsible for making the final determination of whether to approve, deny, or come to another decision for each Application submitted to the County and Town. The Town will be responsible for access permits, road maintenance agreements, right-of-way permits, transport permits, building permits, and review for general land use conflicts.

3. **Cost and Reimbursement:**

- a. **Application Fees and Processing.** The County's costs to provide OGED staff time and services on each Application in accordance with this Agreement shall be covered and defrayed by the applicant's payment of the County's 1041 application fee directly to the County, and the Town's costs for Application review services and staff time shall be covered and defrayed by the applicant's payment of the Town's application fee directly to the Town.
- b. **Enforcement and Other Services.** County and Town will each bear their own costs for enforcement activities, inspections, and other services related to regulation of approved 1041 permits. County and Town agree to cooperate as necessary to protect the health, safety, and welfare of the people in both Town and County in regards to Oil and Gas activities.

- 4. **Term:** The Agreement becomes effective upon signature of the County and the Town. The term of this Agreement shall be from the date of signature hereunder to and until December 31, 2025, after which time this Agreement shall automatically renew from year to year, unless terminated sooner pursuant to the terms and conditions set forth in this Agreement.
- 5. **Termination:** This Agreement may be unilaterally terminated by any Party with or without cause by providing ninety (90) days' written notice to the other Party.
- 6. **Assignment:** No Party may assign this Agreement without prior written consent from the other Party.
- 7. **Compliance with Laws:** The County and the Town agree to comply with the applicable provisions of all federal, state, or local laws or ordinances and all lawful orders, rules, and regulations issued thereunder, and any provisions, representations or agreements, or contractual clauses required thereby to be included or incorporated by reference or operation of law in this Agreement.
- 8. **Modification:** This Agreement contains the entire Agreement and understanding between the Parties and hereby supersedes any other agreements concerning the subject matter of this transaction, whether oral or written. No modification, amendment, novation, renewal, or other alteration of or to this Agreement shall be deemed valid or of any force or effect whatsoever, unless mutually agreed upon in writing by the Parties. No breach of any term, provision or clause of this Agreement shall be deemed waived or excused, unless such waiver of consent shall be in writing and signed by the Party claimed to have so waived or consented. Any consent by any Party to, or waiver of, a breach by the other,

whether express or implied, shall not constitute a consent, waiver of, or excuse for any other different or subsequent breach.

9. **Governmental Immunity:** No portion of this Agreement shall be deemed a waiver, express or implied, of any immunities, rights, benefits, protections, or other provisions which a Party, or its officers, employees, or agents, may possess pursuant to the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.*, as applicable now or hereafter amended.
10. **Severability:** If any section, subsection, paragraph, sentence, clause, or phrase of this Agreement is for any reason held or decided to be invalid or unconstitutional, such a decision shall not affect the validity of the remaining portions. The parties hereto declare that they would have entered into this Agreement and each and every section, subsection, paragraph, sentence, clause, and phrase thereof, irrespective of the fact that any one or more sections, subsections, paragraphs, sentences, clauses, or phrases might be declared to be unconstitutional or invalid.
11. **Third Party Beneficiary Enforcement:** It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned Parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other party not included in this Agreement. It is the express intention of the undersigned Parties that any entity other than the undersigned Parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.
12. **Parties' Relationship.** The Parties to this Agreement intend that the relationship between them contemplated by this Agreement is that of independent entities working in mutual cooperation. Employees, staff, and agents of any one Party hereto are not to be considered employees, staff, or agents of any other Party hereto for any purposes and said persons may not hold themselves out as employees or agents of any other Party hereto or otherwise make any representation or commitment on behalf of any other Party hereto. No Party shall be in any way required to provide any pecuniary benefits, salaries, wages, or fringe benefits to employees, staff, or agents of the other Party.
13. **No Guarantee by Weld County:** The Town acknowledges that although the goal of services to be performed by the OGED is to confirm compliance with all current 1041 regulations for all Applications, County makes no guarantee as to the effectiveness of such services in achieving such goal.
14. **Notice:** Any notice to be given under this Agreement shall either be hand delivered, with signed receipt, or mailed to the Party to be notified at the address set forth herein, with signed receipt, or by facsimile with confirmation, until such time as written notice of a change is received from the Party wishing to make a change of address. Any notice so mailed and any notice served by personal delivery shall be deemed delivered and effective upon receipt or upon attempted delivery. This method of notification shall be used in all instances, except for emergency situations when immediate notification to the Parties is required.

Any demand or notice to either Party may be given to the other Party by addressing the written notice to:

County: Weld County
Attn: Director, Oil & Gas Energy Department
1402 N 17th Avenue
Greeley, CO 80631

Town: Town of Severance
Attn: Town Manager
3 South Timber Ridge Parkway
PO Box 339
Severance, CO 80546

15. **Entire Agreement:** This writing constitutes the entire Intergovernmental Agreement between the Parties hereto with respect to the subject matter herein, and shall be binding upon said Parties, their officers, employees, agents, and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of said Parties.

Signature page following

BOARD OF COUNTY COMMISSIONERS, WELD COUNTY, COLORADO

Perry L. Buck, Chair

ATTEST:

Weld County Clerk to the Board

BY: _____

Approved as to Form:

Weld County Attorney

TOWN OF SEVERANCE, COLORADO

Matthew Fries, Mayor

ATTEST:

Sarah Jacobsen, Town Clerk

**TOWN OF SEVERANCE
RESOLUTION NO. 2025-20R**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SEVERANCE,
COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT
BETWEEN THE TOWN OF SEVERANCE AND WELD COUNTY, REGARDING THE
USE OF THE WELD COUNTY OIL AND GAS ENERGY DEPARTMENT**

WHEREAS, the Town of Severance (the “Town”) has been granted broad authority to provide for the common good of the residents of the Town by and through its home rule Charter; and

WHEREAS, from time to time, it becomes necessary for the Town to enter into contracts with other political subdivisions of the state to ensure that the Town’s residents are receiving all the services they deserve and to allow development to continue; and

WHEREAS, the Colorado Revised Statutes Section 29-20-101, *et. Seq.*, authorize towns to enter into mutually binding and enforceable agreements regarding land use and sharing of revenue; and

WHEREAS, Weld County already has an established Oil and Gas Energy Department that enforces 1041 regulations and conducts 1041 hearings and it is the desire of the Town to work with Weld County to contract for those services; and

WHEREAS, the attached Agreement seeks to formalize the agreement for such services between the Town and Weld County and has been negotiated between the Town’s attorney and Weld County; and

WHEREAS, the Town Council finds it desirable and prudent, and in the best interest of the general health, safety, and welfare of its residents to enter into this Agreement.

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

Section 1. The Town Council incorporates the foregoing recitals as findings by the Town Council.

Section 2. The attached Intergovernmental Agreement between the Town of Severance and Weld County is hereby approved.

Section 3. The Mayor is authorized to execute this Agreement on the Town’s behalf.

RESOLVED AND APPROVED this 10th day of June, 2025.

TOWN OF SEVERANCE, COLORADO

Matthew Fries, Mayor

ATTEST:

Sarah Jacobsen, Town Clerk



AGENDA ITEM SUMMARY

AGENDA ITEM	SUBMITTED BY	PRESENTED BY
Pg. 214 - Resolution 2025-21R: Amended 2025 Fee Schedule	Efrain Lemus, Finance Director	Efrain Lemus, Finance Director
ACTION REQUESTED		
Finance asks that the Town Council discuss Resolution 2025-21R and take action to approve the proposed fee schedule. • Actions that may be taken: ○ Move to approve Resolution 2025-21R ○ Take No Action		<u>Resolution</u> <u>Action Requested</u>
BRIEF SUMMARY		
Recommended Changes to this Fee Schedule are: • Reconnect Fee – Utility Services Section - pg 1 • Backflow Testing – Public Works Section - pg 2 • CORA Request Research Fee – CORA Request Section - pg 3 • 8½ x 11 Paper Copy Fee – CORA Request Section - pg 3 • Body Worn Camera Research and Redaction Fee – Records Request Section - pg 4 • Home Based Business Permit – Development Application Section - pg 5 • And other basic formatting and cosmetic updates for readability		
PUBLIC SUPPORT/CONCERN		
ANALYSIS AND RECOMMENDATION		
Finance recommends that the Town Council take action and move to approve Resolution 2025-21R.		
MATERIALS SUBMITTED		
The following materials were submitted and included in this packet: 1. FY25 Fee Schedule (draft) 2. Resolution 2025-21R (draft)		



Fee Schedule

FY 2025

Table of Contents

Utility Services	1
Water.....	1
Wastewater.....	1
Stormwater.....	1
Transportation Utility.....	1
General	2
Licenses and Permits.....	2
Council Chamber Rental.....	2
Street/ROW/Access Permit.....	2
Transport Permits.....	2
Animal License	2
Backyard Chicken Permit	2
Public Works.....	2
Administrative Services.....	3
Copier Charges.....	3
Credit Card Processing.....	3
CORA Requests	3
Miscellaneous	3
Court	3
Police Department	4
Copier Charges.....	4
Records Request.....	4
Miscellaneous	4
Planning.....	5
Development Application	5
Development Deposits and Fees	5
Building Permit.....	5
Town Impact	6
Transportation Impact	6
Park Impact.....	6
General Government Impact.....	6
Police Impact	6
Utilities Impact	7
District Impact	8
Weld RE-2	8
Weld RE-4	8
Weld RE-9	8
WSFR	8
Boxelder.....	8
Local Liquor License	9
New/Transfer License	9
Related Fees and Permits	9
Fermented Malt Beverages (FMB) License	9

UTILITY SERVICES FEES			
MUNICIPAL CODE	DESCRIPTION	FEE	INFORMATION
WATER RATES			
§ 13-1-50	\$36.14 monthly base fee, plus \$8.41 per 1,000 gallons used. Additional water surcharges and plant investment fees will be assessed for accounts that exceed usage classification. All commercial and industrial water rates will be assessed on an individual basis at the time of permit issuance.		
§ 13-1-90	Finance Charge	3% per Month	
§ 13-1-90	Reconnect Fee	\$100.00	
§ 13-1-90	Red Tag Fee	\$30.00	
§ 13-1-90	Late Charge Fee	\$15.00	
§ 13-2-40	Hydrant Usage	\$18.00	Per 1000 Gal
§ 13-4-70	Hydrant Meter	\$3,500.00	Refundable Deposit
WASTEWATER RATES			
§ 13-1-50	\$36.12 monthly base fee for the first 5,000 gallons, plus \$4.01 per 1,000 gallons used after 5,000 gallons. The wastewater service year is based on the average monthly water usage used during December, January, and February. Each year, starting with the March sewer bill, monthly rates will reflect and be charged the three-month average each month until the next assessment year.		
§ 13-1-90	Finance Charge	3% per Month	
§ 13-1-90	Reconnect Fee	\$100.00	
§ 13-1-90	Red Tag Fee	\$30.00	
§ 13-1-90	Late Charge Fee	\$15.00	
STORMWATER FEE			
§ 13-1-50	\$6.25 monthly stormwater fee collected on the Town of Severance's Utility Bill or by separate bill collectively provides for the operation and maintenance of the stormwater service. The stormwater system is the collection of pipes, ditches, detention ponds, and other conveyances that carry outdoor water runoff untreated into local waterways.		
§ 13-1-90	Finance Charge	3% per Month	
§ 13-1-90	Late Charge Fee	\$15.00	
TRANSPORTATION UTILITY FEE			
§ 13-1-50	\$15.50 monthly transportation utility fee collected on the Town of Severance's Utility Bill or by separate bill collectively provides for the maintenance of the transportation network system.		
§ 13-1-90	Finance Charge	3% per Month	
§ 13-1-90	Late Charge Fee	\$15.00	

GENERAL FEES			
MUNICIPAL CODE	DESCRIPTION	FEE	INFORMATION
	LICENSES AND PERMITS		
§ 6-1-50	Sales Tax License Fee	\$0.00	Due Annually on January 1st
§ 6-1-50	Business License Administrative Fee	\$25.00	Due Annually on January 1st
§ 6-6-80	Contractor License Fee	\$75.00	Due Every 3 Years on January 1st
§ 6-1-150	Solicitors/Salespersons Registration	\$500.00	Due Annually on January 1st
§ 6-1-150	Solicitors/Salespersons Background Check (In-State)	\$10.00	Per Employee
§ 6-1-150	Solicitors/Salespersons Background Check (Out-of-State)	\$20.00	Per Employee
	Special Event Permit	\$50.00	Full Street Closure Safety Signage and Barricades Provided
	COUNCIL CHAMBERS MEETING RENTAL RATES (HOA/METRO/NON-PROFIT)		
	Deposit	\$200.00	Signed Contract and Insurance Provided
	STREET CUT AND ROW CONSTRUCTION		
§ 11-2-10	Access Permit Fee	\$500.00	
§ 11-2-10	Major Excavation/Boring Permit Fee	\$1,000.00	Additional Deposit may be Required
	Permit Extension or Revision	\$50.00	Per Extension or Revision
	SINGLE TRIP AND ANNUAL TRANSPORT PERMITS		
§ 12-2-110	Single Oversize Trip	\$15.00	Only Permitted Between Sunrise and Sunset
§ 12-2-110	Single Overweight Trip	\$15.00	Plus \$5.00 per Axel
§ 12-2-110	Annual Oversize Permit	\$400.00	Per Vehicle
§ 12-2-110	Annual Overweight Permit	\$250.00	Per Vehicle
§ 12-2-110	Annual Oversize/Overweight Permit	\$400.00	Per Vehicle
§ 12-2-110	Annual Fleet Permit	\$1,500.00	
	Oil and Gas Rig	\$1,000.00	Per Move
	OIL AND GAS ROAD ACCESS AND ROW PERMIT		
§ 16-11-10	Drilling Road Access (Horizontal Well)	\$10,000.00	Per Well
§ 16-11-10	Drilling Road Access (Vertical Well)	\$3,500.00	Per Well
§ 16-11-10	Oil and Gas ROW Permit	\$1,000.00	Additional Deposit may be Required
	ANIMAL LICENSE		
§ 7-6-30	Altered Dog or Cat (Spayed/Neutered)	\$15.00	3 Year License (Updated with Rabies Shot)
§ 7-6-30	Un-Altered Dog or Cat	\$20.00	3 Year License (Updated with Rabies Shot)
§ 7-6-50	Tag Replacement	\$4.00	
	Postage Fee for Mailing Tags	\$2.00	
§ 7-6-80	Impound Fee		Actual Cost + 20%
§ 7-6-120	Quarantine Fee		Actual Cost + 20%
	BACKYARD CHICKEN PERMIT		
§ 7-6-210	Six (6) Hens	\$0.00	
	PUBLIC WORKS FEES		
§ 7-3-30	Mowing/Trimming		Market Price + 20%
§ 7-3-30	Trash Cleaning		Market Price + 20%
§ 7-3-30	Street Sweeping		Market Price + 20%
§ 7-3-30	Road Grading		Market Price + 20%
§ 13-6-60	Backflow Testing		Market Price + 20%
§ 13-6-60	Town Reinspection Fee	\$100.00	Per Additional Inspection

ADMINISTRATIVE SERVICES FEES			
MUNICIPAL CODE	DESCRIPTION	FEE	INFORMATION
	COPIER CHARGES		
	8½ x 11	\$0.50	Per Page
	11 x 14	\$0.75	Per Page
	11 x 17	\$1.00	Per Page
	Plat	Actual Cost + 20%	
	Municipal Code	\$100.00	
	Land Use Code	\$15.00	
	Budget	\$25.00	
	Comprehensive Plan	\$15.00	
	CREDIT CARD PROCESSING FEES		
	Utility Bills	No Additional Charge	
	Dog and Cat Tags		
	Court Fines	3% Service Fee	
	Development Deposit		
	Building Permit Fees		
	Water Dedication (Cash in Lieu)		
	Returned Check or EFT	\$30.00	Plus Banking Fees
	CORA REQUEST		
§ 5-1-290	CORA Request Research Fee	\$41.37	Per Hour AFTER the First Hour
§ 5-1-290	8½ x 11 Paper Copy	\$0.25	Per Page
§ 5-1-290	Digital Copies	\$5.00	Per 100 MB of Data Plus USB Drive Cost
	MISCELLANEOUS FEES		
	Notary Service	\$0.00	Proof of Severance Residence
	Property Liens	Actual Cost (\$250.00 minimum) For the Collection of Unpaid Bills	
	Sign Removal from Public ROW	\$25.00	Per Sign Disposal after 30 Days
	COURT FEES		
	Fee Schedule Set by Court Posted on Website - townofseverance.org - and at Town Hall		

POLICE DEPARTMENT FEES			
MUNICIPAL CODE	DESCRIPTION	FEE	INFORMATION
	COPIER CHARGES		
	8½ x 11	\$0.50	Per Page
	11 x 14	\$0.75	Per Page
	11 x 17	\$1.00	Per Page
	RECORDS REQUEST		
	Body Worn Camera Research and Redaction	\$55.00	Per Hour (1 Hour Minimum) Plus \$5.00 for Reports and \$0.25 per page
	Police Report Fee	\$5.00	
	Police Report Page Fee	\$0.25	
	Notarized Report Certification Letter	\$5.00	
	Digital and Video Copies	\$5.00	Per 100 MB of Data Plus USB Drive Cost
	Notary Service	\$0.00	Proof of Severance Residence
	MISCELLANEOUS FEES		
	VIN Verification	\$0.00	Proof of Severance Residence
	Sex Offender Initial Registration	\$75.00	
	Sex Offender Registration Renewal	\$25.00	

PLANNING FEES			
MUNICIPAL CODE	DESCRIPTION	FEE	INFORMATION
DEVELOPMENT APPLICATION FEES			
§ 16.17.110	Annexation	\$2,000.00	
§ 16.19.110	Site Plan		
	Master Plan		
§ 16.18.040	Preliminary Plat		
§ 16.18.060	Final Plat		
§ 16.11.10	Review for Oil and Gas	\$1,000.00	
§ 16.15.020	Temporary Sign Permit	\$100.00	
§ 16.14.030	Request to Vacate	\$350.00	Easement, ROW, or Other Public Property
§ 16.21.010	Board of Adjustments	\$500.00	Per Application
§ 16.8.010	Zoning/Rezoning Application	\$500.00	
§ 16.10.040	Home Based Business Permit	\$25.00	
§ 16.7.010	Use by Special Review Application	\$500.00	
§ 16.18.060 (c)	Recording or Publication	Actual Cost + 20%	
	Special Council Meeting Administrative Fee	\$125.00	Plus \$600 for Mayor and \$400 per Council Member
DEVELOPMENT DEPOSITS AND FEES			
	Applicant must sign Agreement for Payment of Land Use Application Fees. Applicant shall be billed at cost for all legal, engineering, and planning fees. Upon the depletion of funds below 10% of deposit, Applicant shall put forth another full deposit.		
§ 16.4.10 (f)	Major Development Deposit	\$10,000.00	Annexation, subdivision, development, or site plan review of residential, commercial, or industrial tracts of 5 acres or more.
§ 16.4.10(f)	Minor Development Deposit	\$5,000.00	Subdivision, development, or site plan review of residential, commercial, or industrial tracts of less than 5 acres.
§ 16.4.50	Administrative/Staff Review Fee	\$1,000.00	Lot mergers, Lot adjustments, etc. Not requiring Planning Commission Review nor Public Hearings
BUILDING PERMIT FEES			
§ 4-2-40	Use Tax	3% Tax Assessment on 60% of the Total Valuation of Improvement as Determined by SafeBuilt	
	Administration Fee	Greater of 30% of the Total of the Inspection Fees or \$30.00	
	Planning Review Fee	Greater of 15% of the Total of the Inspection Fees or \$30.00	

TOWN IMPACT FEES			
MUNICIPAL CODE	DESCRIPTION	FEE	INFORMATION
TRANSPORTATION IMPACT FEES			
	RESIDENTIAL		
§ 4-4-60	Single Family (per Unit)	\$6,075.00	
	Multifamily (per Unit)	\$2,757.00	
	NONRESIDENTIAL		
§ 4-4-60	Industrial	\$1,670.00	Per 1000 ft²
	Commercial	\$12,105.00	
	Office and Other Service	\$5,372.00	
	Institutional	\$11,195.00	
	Solar Arrays	\$10.00	Per String
PARK IMPACT FEES			
	RESIDENTIAL		
§ 4-4-60	Single Family (per Unit)	\$1,645.00	
	Multifamily (per Unit)	\$932.00	
	Tailholt Subdivision	70% Fee Based on Single Family (per Unit)	
	NONRESIDENTIAL		
§ 4-4-60	Industrial	\$0.00	Per 1000 ft²
	Commercial	\$0.00	
	Office and Other Service	\$0.00	
	Institutional	\$0.00	
	Solar Arrays	\$0.00	Per String
GENERAL GOVERNMENT IMPACT FEES			
	RESIDENTIAL		
§ 4-4-60	Single Family (per Unit)	\$2,611.00	
	Multifamily (per Unit)	\$1,526.00	
	NONRESIDENTIAL		
§ 4-4-60	Industrial	\$0.00	Per 1000 ft²
	Commercial	\$0.00	
	Office and Other Service	\$0.00	
	Institutional	\$0.00	
	Solar Arrays	\$10.00	Per String
POLICE IMPACT FEES			
	RESIDENTIAL		
§ 4-4-60	Single Family (per Unit)	\$749.00	
	Multifamily (per Unit)	\$438.00	
	NONRESIDENTIAL		
§ 4-4-60	Industrial	\$784.00	Per 1000 ft²
	Commercial	\$5,680.00	
	Office and Other Service	\$2,520.00	
	Institutional	\$5,253.00	
	Solar Arrays	\$10.00	Per String

UTILITIES IMPACT FEES			
MUNICIPAL CODE	DESCRIPTION	FEE	INFORMATION
	WATER		
§ 4-4-60	Water (¾" Meter)	\$16,975.00	
	Water (1" Meter)	\$28,348.00	
	Water (1½" Meter)	\$56,527.00	
	Water (2" Meter)	\$90,476.00	
	Water (3" Meter and Above)	Varies Per Case Please Refer to Municipal Code	
	Raw Water Acquisition Fee (Cash-in-Lieu)	Current Market Price	
	WASTEWATER		
§ 4-4-60	Wastewater (¾" Meter)	\$14,796.00	
	Wastewater (1" Meter)	\$24,710.00	
	Wastewater (1½" Meter)	\$49,272.00	
	Wastewater (2" Meter)	\$78,865.00	
	Wastewater (3" Meter and Above)	Varies Per Case Please Refer to Municipal Code	

DISTRICT IMPACT FEES			
MUNICIPAL CODE	DESCRIPTION	FEE	INFORMATION
	WELD RE-2		
	Single Family Detached Unit	\$2,253.00	Fees Set by District.
	Single Family Attached Unit	\$1,149.00	Fees Set by District.
	Multi-Family Unit	\$612.00	Fees Set by District.
	WELD RE-4		
	Single Family Unit (Detached)	\$2,916.00	Fees Set by District.
	Single Family Unit (Attached)	\$1,213.00	Fees Set by District.
	Multi-Family Unit	\$1,304.00	Fees Set by District.
	Soaring Eagle Subdivision Unit	\$607.00	Fees Set by District.
	WELD RE-9		
	Single Family Unit	\$1,099.00	Fees Set by District.
	WSFR		
	Single Family	\$1,976.00	Fees Set by District.
	Multi-Family Unit	\$1,299.00	Fees Set by District.
	BOXELDER		
	Contact the Sanitation District for Impact Fee information.		

LOCAL LIQUOR LICENSE FEES			
MUNICIPAL CODE	DESCRIPTION	FEE	INFORMATION
	NEW/TRANSFER LICENSE FEES		
§ 6-2-40	New License	\$1,000.00	Please refer to Colorado Department of Revenue Liquor Enforcement Division Fee Schedule
	New License with Concurrent Review	\$1,000.00	
	Transfer of Ownership/Location	\$750.00	
	Art License	\$41.25	
	Beer and Wine	\$48.75	
	Brew Pub	\$75.00	
	Club	\$41.25	
	Hotel and Restaurant	\$75.00	
	Liquor Licensed Drug Store	\$22.50	
	Retail Liquor Store	\$22.50	
	RELATED FEES AND PERMITS		
	Annual Renewal	\$100.00	Please refer to Colorado Department of Revenue Liquor Enforcement Division Fee Schedule
	Annual Late Renewal	\$500.00	
	Annual Late Renewal (After 90 Days)	\$500.00	
	Annual Late Renewal Charge Per Day Late	\$25.00	
	Bed and Breakfast	\$103.75	
	Change of Location	\$750.00	
	Corp/LLC Change (Per Person)	\$100.00	
	Hotel/Tavern Manager's Registration	\$75.00	
	Modification of Premises	\$100.00	
	Special Events Permit (Alcohol or FMB)	\$100.00	
	Tasting Permit	\$125.00	
	Temporary Permit	\$100.00	
	FERMENTED MALT BEVERAGE (FMB) LICENSE FEES		
	Retail FMB On/Off Premises	\$3.75	Please refer to Colorado Department of Revenue Liquor Enforcement Division Fee Schedule

**TOWN OF SEVERANCE
RESOLUTION NO. 2025-21R**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SEVERANCE,
COLORADO, ADOPTING THE TOWN OF SEVERANCE FEE SCHEDULE**

WHEREAS, the Town of Severance established the current Town of Severance Fee Schedule by duly adopted Resolution 2024-27R; and

WHEREAS, the current Town of Severance Fee Schedule is based on the Severance Municipal Code, which permits the Town to impose and set fees for municipal services, development, and for other enumerated procedures authorized by the Severance Municipal Code; and

WHEREAS, Town staff has examined the administrative costs for all services that will be incurred by the Town and the capital needs and operations of the Town, and has determined that the proposed updated Fee schedule sets forth fees that are reasonably related to the Town's costs and thus necessary to defray the actual costs incurred by the Town in the furnishing of goods, programs, and services provided by the Town; and

WHEREAS, the Town Council desires to adopt Town staff's determination as to the fees set forth in the updated Fee schedule attached to this resolution as Exhibit "A."

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

Section 1. The Town Council of the Town of Severance hereby adopts the Town of Severance Fee Schedule in substantially the same form as the copy attached hereto and made a part of this resolution.

Section 2. Such fees shall remain in effect until changed by the Town Council, except that fees associated with liquor licensing and renewals shall immediately and automatically increase by the amount of any increase in such fees at the state level.

Section 3. This Resolution shall take effect on June 10th, 2025 and at such date Resolution No. 2024-27R shall be repealed in its entirety. Any other resolution(s) setting forth or addressing the fees set forth in the Town's Fee Schedule shall be repealed in its (their) entirety

RESOLVED AND APPROVED this 10th day of June, 2025.

TOWN OF SEVERANCE

BY: _____
Matthew Fries, Mayor

ATTEST:

Sarah Jacobsen, Town Clerk



AGENDA ITEM SUMMARY

AGENDA ITEM	SUBMITTED BY	PRESENTED BY
Pg. 227 - Ordinance 2025-10: Light Nuisance	Nicholas Wharton, Town Manager	Nicholas J. Wharton, MPA
ACTION REQUESTED		
Town Management requests that the Town Council review Ordinance No. 2025-10: amending section 7-1-20 of the Severance Municipal Code, to modify the definition of nuisance to include light nuisance. Actions that may be taken: • Move to Approve Ordinance 2025-10 • Move to Approve Ordinance 2025-10 with Alterations • Take No Action		<u>Ordinance</u> <u>Action Requested</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. Town Council reviewed and discussed the proposed Ordinance at the May 13, 2025, meeting and it comes before the Council for possible action.		
PUBLIC SUPPORT/CONCERN		
Public comment was received at the February 11th Council Meeting.		
ANALYSIS AND RECOMMENDATION		
Town staff recommends approval of Ord. 2025-10		
MATERIALS SUBMITTED		
The following materials were submitted and included in this packet: 1. Ordinance 2025-10 - Amending Nuisance Definition		

**TOWN OF SEVERANCE, COLORADO
ORDINANCE NO. 2025-10**

**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 10TH DAY OF JUNE 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. 2025-10, enacted by the Town Council on June 10 2025, on the Town of Severance's website, 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. 231 - Ordinance 2025-11: Business License	Nicholas Wharton, Town Manager	Nicholas J. Wharton
ACTION REQUESTED		
Town Staff requests that the Town Council review, discuss, and take action on Ordinance 2025-11 and approve the amendments to Chapter 6 regarding business licenses designating the Town Manager or their Designee. Actions that may be taken: Move to Approve Ordinance 2025-11 Move to Approve Ordinance 2025-11 with Alterations Take No Action		<u>Ordinance Attorney Approved Action Requested</u>
BRIEF SUMMARY		
Various sections of Chapter 6 of the Severance Municipal Code regarding Business Licenses and Regulations amending the designated town staff responsible for the licensing and regulations from the Town Clerk to the Town Manager or their Designee.		
PUBLIC SUPPORT/CONCERN		
None at this time.		
ANALYSIS AND RECOMMENDATION		
Town staff recommends approval of Ord. No. 2025-11		
MATERIALS SUBMITTED		
The following materials were submitted and included in this packet: 1. Ordinance 2025-11 - Amending Chapter 6 Business License		

**TOWN OF SEVERANCE, COLORADO
ORDINANCE NO. 2025-11**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF SEVERANCE,
COLORADO, AMENDING VARIOUS SECTIONS OF CHAPTER 6, OF THE
SEVERANCE MUNICIPAL CODE REGARDING BUSINESS LICENSES AND
REGULATIONS**

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, from time to time, it becomes necessary to modify policies and procedures to better reflect the practices of the Town or to provide the Town with greater flexibility; and

WHEREAS, through an evaluation of staff duties it has become necessary to provide more flexibility within the code for business licensing; and

WHEREAS, the Town Council finds it necessary for the health, safety, and wellbeing of the community to amend Chapter 6 of the Severance Town Code.

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

Section 1. Section 6-1-20 of the Severance Municipal Code is hereby amended to read as follows:

Sec. 6-1-20. – License required.

- (a) It is unlawful for any person to engage in the business of selling tangible personal property at retail, or to furnish certain services as herein specified, without first having obtained a license therefor, which license shall be granted and issued by the Town Manager or their Designee ~~Town Clerk~~, and shall be in force and effect until December 31 of the year in which the license is issued, unless sooner revoked. Such license shall be granted or renewed only upon application stating the name and address of the person desiring the license, the name and location of the business and such other information as the Town Manager or their Designee ~~Town Clerk~~ may require.
- (b) Every applicant shall state under oath or affirmation such facts as may be required for the granting of a license. It is unlawful for any person to make any false statement or misrepresentation in connection with any application for a license.
- (c) It shall be the duty of each licensee, on or before January 1 of each year to obtain a renewal of the license if the license remains in a retail business or liable to account for the tax herein provided; but nothing herein contained shall be construed to empower the Town Manager or their Designee ~~Town Clerk~~ to refuse such renewal, except revocation for cause of the licensee's prior license.

- (d) No license shall be required for any person engaged exclusively in the business of selling commodities which are exempt from taxation under this Article. Nonprofit state corporations, excluding federal, state or municipal corporations, are hereby exempt from the license requirements set forth in this Article.

Section 2. Section 6-1-40 of the Severance Municipal Code is hereby amended to read as follows:

Sec. 6-1-40. – License application.

The applicant shall, on a form provided by the Town Manager or their Designee Town Clerk, provide the following information:

- (1) The name and address of the business;
- (2) The type of business carried on at the location;
- (3) Other business locations, if any; and
- (4) The name of the owner, manger or other person who is responsible for conducting the operations of the business and his or her address and phone number.

Section 3. Section 6-1-60 of the Severance Municipal Code is hereby amended to read as follows:

Sec. 6-1-60. – Issuance.

The license issued by the Town Manager or their Designee Town Clerk shall contain the following:

- (1) Amount of the license fee;
- (2) Expiration date of the license; and
- (3) Address of the license and the person or corporation to whom the license is issued.

Section 4. Section 6-1-110 of the Severance Municipal Code is hereby amended to read as follows:

Sec. 6-1-110. – Notice and hearing prior to suspension or revocation.

- (a) Upon commencement of suspension or revocation proceedings, the Town Manager or their Designee Town Clerk shall set a time and place for a hearing on the matter.
- (b) The Town Manager or their Designee Town Clerk shall give the licensee timely notice of the time and place of the hearing and the violations asserted.

- (c) In all such proceedings, the Town Attorney shall act on behalf of the Town during the hearing.
- (d) All hearings to suspend or revoke a license shall be before the Town Council.
- (e) The suspension or revocation of any license shall not release or discharge anyone from his or her civil liability for the payment of the taxes, penalty and interest or from the prosecution of the offense.

Section 5. Section 6-1-120 of the Severance Municipal Code is hereby amended to read as follows:

Sec. 6-1-120 – Cease and desist.

If any business is operating without a license, the Mayor may issue an order to the business to cease and desist all further operation until a license is issued for the business. The order shall give the business three (3) days to pay all amounts due the Town; or to post a bond in the amount owing the Town and to request in writing a hearing with the Town Manager or their Designee ~~Town Clerk~~. If the business does nothing, it shall cease operations on the third day. The hearing will be before the Town Council. The proceedings shall not relieve or discharge anyone from the civil liability for the payment of the taxes, penalty and interest or from the prosecution of the offense.

Section 6. Section 6-2-40 of the Severance Municipal Code is hereby amended to read as follows:

Sec. 6-2-40. – Licensing fees.

The fees established in the current fee schedule to this Code shall be paid to the Town Manager or their Designee ~~Town Clerk~~ by the applicant at the time of filing the application request.

Section 7. Section 6-2-50 of the Severance Municipal Code is hereby amended to read as follows:

Sec. 6-2-50. – Suspension or revocation; fine.

- (a) Whenever a decision of the Town Council, acting as the Local Licensing Authority (hereinafter "Authority"), suspending a retail license for fourteen (14) days or less becomes final, whether by failure of the retail licensee to appeal the decision or by exhaustion of all appeals and judicial review, the retail licensee may, before the operative date of the suspension, petition the Authority for permission to pay a fine in lieu of having his or her retail license suspended for all or part of the suspension period. Upon the receipt of the petition, the Authority may, in its sole discretion, stay the proposed suspension and cause any investigation to be made which it deems desirable and may, in its sole discretion, grant the petition if it is satisfied:

- (1) That the public welfare and morals would not be impaired by permitting the retail licensee to operate during the period set for suspension and that the payment of the fine will achieve the desired disciplinary purposes;
 - (2) That the books and records of the retail licensee are kept in such a manner that the loss of sales of alcoholic beverages which the retail licensee would have suffered had the suspension gone into effect can be determined with reasonable accuracy therefrom; and
 - (3) That the retail licensee has not had his or her license suspended or revoked, nor had any suspension stayed by payment of a fine, during the two (2) years immediately preceding the date of the motion or complaint which has resulted in a final decision to suspend the retail license.
- (b) The fine accepted shall be equivalent to twenty percent (20%) of the retail licensee's estimated gross revenues from sales of alcoholic beverages during the period of the proposed suspension; except that the fine shall be not less than two hundred dollars (\$200.00) nor more than five thousand dollars (\$5,000.00).
 - (c) Payment of any fine pursuant to the provisions of this Section shall be in the form of cash, certified check or cashier's check made payable to the Town Manager or their Designee ~~Town Clerk~~ and shall be deposited in the general fund of the Town.
 - (d) Upon payment of the fine pursuant to this Section, the Authority shall enter its further order permanently staying the imposition of the suspension.
 - (e) In connection with any petition pursuant to this Section, the authority of the Authority is limited to the granting of such stays as are necessary for it to complete its investigation and make its findings and, if it makes such findings, to the granting of an order permanently staying the imposition of the entire suspension or that portion of the suspension not otherwise conditionally stayed.
 - (f) If the Authority does not make the findings required in Subsection (a) above and does not order the suspension permanently stayed, the suspension shall go into effect on the operative date finally set by the Authority.

Section 8. 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 9. 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 10. This ordinance is deemed necessary for the immediate protection of the health, welfare and safety of the community.

Section 11. 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 11TH DAY OF JUNE 2025.

TOWN OF SEVERANCE, COLORADO

Matthew Fries, Mayor

ATTEST:

Sarah Jacobsen, Town Clerk

APPROVED AS TO FORM:

Wilson Williams Fellman Dittman, Interim Town Attorney

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. 2025-11, enacted by the Town Council on June 10 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