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, July 8, 2025, at 5:00 PM

A. CALL TO ORDER WORK SESSION

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

1. **Pg. 5 - Ordinance 2025-XX: An Ordinance of the Severance Town Council adopting a new Article 21 in Chapter 16 regarding local regulation of natural medicine and amending section 16.6.30.3 regarding town core allowed uses and section 16.6.40.3 regarding development node uses**
   - Discussion
   - Staff Presentation: Betsy L. Stewart

B. CALL TO ORDER REGULAR MEETING

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

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

   a. **Pg. 18 - Resolution 2025-22R: A Resolution of the Town Council of the Town of Severance, Colorado, providing for additional appropriations in fiscal year 2024 for the reappropriation of the budget of 2023 capital projects still in progress and amendments to the 2024 adopted budget.**

   b. **Pg. 21 - Resolution 2025-23R: A Resolution of the Town Council of the Town of Severance, Colorado, providing for additional appropriations in fiscal year 2025 for the reappropriation of the budget of 2024 capital projects still in progress and amendments to the 2025 adopted budget.**

   c. **Pg. 23 - Resolution 2025-24R: A Resolution for the Town Council of the Town of Severance, Colorado, to appropriate funds from the fund balance**

   d. **Pg. 25 - Resolution 2025-25R: A Resolution of the Town Council of the Town of**

Severance, Colorado, approving an amendment to the employment agreement with the town manager, and providing for additional appropriations in fiscal year 2025 for unanticipated expenditures with respect to such employment agreement, and to modify fund balances pertaining to the same

e. **Pg. 30 - May 2025 Payables**

f. **Pg. 34 - May 2025 Financials**

g. **Pg. 79 - Town Council Meeting Minutes 6.10.25**

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. 109 - Citizen Advisory Board Appointments**

• Legislative
• Staff Presentation: Nicholas Wharton, Town Manager

2. **Pg. 127 - Bower North Annexation**

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• Staff Presentation: Shani Porter, Planning Director

3. **Pg. 128 - Bower North Zoning**

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• Staff Presentation: Shani Porter, Planning Director

4. **Pg. 129 - Resolution 2025-26R: A Resolution of the Town Council of the Town of Severance, Colorado, Approving and Accepting the Town's 2024 Audited Financial Statements**

• Legislative
• Staff Presentation: Efrain Lemus, Finance Director

5. **Pg. 207 - Resolution 2025-27R: A Resolution of the Town Council of the Town of**

Severance, Colorado, authorizing the purchase of Platte Valley Veterinary, LLC's equitable interest in the real property located at 231 West 4th Avenue in the Town of Severance, Colorado, and approving the agreement pertaining thereto

- Legislative
- Staff Presentation: Nicholas Wharton, Town Manager

6. **Pg. 214 - Resolution 2025-28R: A Resolution of the Town Council of the Town of Severance, Colorado, authorizing the lease of real property located at 231 West 4th Avenue in the Town of Severance, Colorado and approving the lease agreement pertaining thereto**
   - Legislative
   - Staff Presentation: Nicholas Wharton, Town Manager
7. **Pg. 236 - Ordinance 2025-12: An Ordinance of the Town Council of the Town of Severance, Colorado, authorizing the conveyance of real property located at 0 County Road 84**
   - Legislative
   - Staff Presentation: Nicholas Wharton, Town Manager
8. **Pg. 260 - Ordinance 2025-XX: Text Amendments to the Land Use Code - Chapter 16 of the Severance Municipal Code for Purposes of Reorganizing Article 4 - Agreements and Dedications**
   - Discussion
   - Staff Presentation: Shani Porter, Planning Director
9. **Pg. 293 - Ordinance 2025-XX: Text Amendments to the Land Use Code - Chapter 16 of the Severance Municipal Code for Purposes of Reorganizing Article Article 6-10 Architecture Standards, Wireless, Oil & Gas, Solar and Flood**
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   - Staff Presentation: Shani Porter, Planning Director
10. **Pg. 422 - Town Council Liaison Appointments**
    - Legislative
    - Staff Presentation: Nicholas Wharton, Town Manager

D. COUNCIL MEMBER PETITIONS

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

E. ADJOURN

Town Council MEETING

Tuesday, July 8, 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=2TJORo1yOgUN5NB28octprdXWugaLl.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. 5 - Ordinance 2025-XX: An Ordinance of the Severance Town Council adopting a new Article 21 in Chapter 16 regarding local regulation of natural medicine and amending section 16.6.30.3 regarding town core allowed uses and section 16.6.40.3 regarding development node uses	Betsy L. Stewart	Betsy L. Stewart

ACTION REQUESTED

The Town Attorney's office asks that the Town Council discuss the proposed Ordinance 2025-XX: An Ordinance of the Severance Town Council adopting a new Article 21 in Chapter 16 regarding local regulation of natural medicine and amending section 16.6.30.3 regarding town core allowed uses and section 16.6.40.3 regarding development node uses, and direct any further actions they deem necessary.	**Ordinance** **Discussion** **Attorney Approved**

BRIEF SUMMARY

The Town may enact ordinances or regulations governing the time, place, and manner of the operation of natural medicine related licenses within its boundaries.[1] Practically speaking, this means the Town can restrict hours of operation, enact zoning ordinances to locate the area where cultivation, manufacturing, testing, storage, distribution, transfer, and dispensation of natural medicine and natural medicine product occurs, and set distance requirements within the vicinity of a child care center, preschool, elementary, middle, junior, or high school, or a residential child care facility.

[1] C.R.S. § 44-50-104(5)(a); C.R.S. § 12-170-112; 4 CCR 755-1; 1 CCR 213-1.

PUBLIC SUPPORT/CONCERN

None at this time.

ANALYSIS AND RECOMMENDATION

The Town Attorney's office asks that the Town Council discuss the proposed Ordinance 2025-XX: An Ordinance of the Severance Town Council adopting a new Article 21 in Chapter 16 regarding local regulation of natural medicine and amending section 16.6.30.3 regarding town core allowed uses and section 16.6.40.3 regarding development node uses, and direct any further actions they deem necessary.

MATERIALS SUBMITTED

The following materials were submitted and included in this packet:

1. 2025-06-30 - Memo - Natural Medicine Act
2. 2025-06-30 - Ordinance - Natural Medicine

MEMORANDUM

To: Town Council
From: Town Attorney's Office – Betsy L. Stewart
Date: 06/30/2025
Re: Town Council Work Session - Local Regulation of Natural Medicine

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A. Introduction

This memo contains an overview of the laws and regulations surrounding natural medicine to assist Council with understanding the state of the law and the manner in which natural medicine can be regulated by the Town. It also contains a sample Ordinance for Council's review.

B. Historical Background of the Natural Medicine Act

In 2022 Colorado voters adopted Proposition 122 which is now codified as the Natural Medicine Act (NMA) in C.R.S § 12-170-101, *et seq.* In 2023, the legislature adopted the Natural Medicine Code (NMC) which sets forth additional guidelines for the use and cultivation of natural medicine in C.R.S. § 44-50-101, *et seq.*[1]

In short, Colorado voters determined that natural medicine should be utilized as an additional tool to address mental health issues in the state.[2] As a result, the purpose of the NMA is to establish a "new, compassionate, and effective approach to natural medicine" by (1) removing criminal penalties for personal use of natural medicine for adults 21 years of age and older; (2) developing and promoting public education regarding the use of natural medicine and appropriate training for first responders; and (3) establishing regulated access by adults 21 years of age and older to natural medicines that show promise in improving well-being, life satisfaction, and overall health.[3] The legislature also recognized that the NMA and its regulations must balance the health and safety risks to consumers and the cultural harms it could cause to American tribes and Indigenous and traditional communities with connections to natural medicine.[4]

The Department of Regulatory Agencies (DORA) recently issued licensure and training regulations for natural medicine facilitators.[5] Meanwhile, the Colorado Department of Revenue's (CDOR) regulations address all regulated natural medicine and natural medicine product businesses for the purpose of cultivation, manufacturing, testing, storage, distribution, transport, transfer, dispensation, and licensure fees.[6]

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[1] *See* https://www.cpr.org/2023/06/21/colorado-psychedelic-law-for-psilocybin-mushrooms/ for a Colorado Public Radio News Article re: the historical background of Proposition 122.
[2] C.R.S. § 12-170-102(1).
[3] C.R.S. § 12-170-102(1)(j).
[4] C.R.S. § 12-170-102(2)(d).
[5] 4 CCR 755-1.
[6] 1 CCR 213-1.

C. Analysis of the NMA, NMC, and Regulations

1. What is natural medicine?

The term "natural medicine" currently applies to the hallucinogenic compounds of psilocybin and psilocin found in psychedelic mushrooms.[7]

2. How can natural medicine be used?

a. Personal Cultivation and Personal Possession

Personal cultivation of natural medicine is permitted on private property in an enclosed and locked space in an area of no more than 12 x 12 feet. Such cultivation area can be non-contiguous, i.e. in one 12' x 12' plot or twelve 1' x 1' plots, etc. Municipalities are permitted to exceed the space limitation by ordinance or resolution.

Unlike the state's personal possession limit of 2 ounces for marijuana, there is no limit on personal possession of natural medicine in the state for adults 21 years of age and older (21+). 21+ adults can share natural medicine with other 21+ adults in the context of counseling, spiritual guidance, community based use, supported use, or related services so long as no renumeration is received except in bona fide harm reduction or support services used concurrently with sharing. It is important to note that the open and public display or consumption is prohibited as is the unlawful distribution and possession of natural medicine by or to individuals under the age of 21.[8]

b. Natural Medicine Healing Centers

A Natural Medicine Healing Center is a state licensed facility in which a facilitator can provide and supervise natural medicine services to a participant. Participants must be 21+ to receive natural medicine services by and under a facilitator's services and a facilitator is a 21+ licensed individual with necessary qualifications, training, experience, and knowledge required by law to perform and supervise natural medicine services for a participant.[9] The administration of natural medicine in a Healing Center consists of the following three phases:

- A "preparation session" meeting between a participant and facilitator that occurs before an administration session;
- An "administration session" at a healing center or other permitted location where a participant consumes and experiences the effects of regulated natural medicine under the supervision of a facilitator; and
- An "integration session" between a participant and a facilitator after the administration session is completed.

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[7] C.R.S. § 12-170-104(12)(a)(I)-(II). However, C.R.S. §§ 12-170-104(12)(b)(I)-(III) and (d) permit the state licensing authority to extend this definition to include dimethyltryptamine (DMT) and mescaline (excluding peyote) on or after June 1, 2026 and ibogaine at any time.
[8] *See* C.R.S. § 18-18-434 regarding *Offenses relating to natural medicine and natural medicine products*.
[9] C.R.S. §§ 12-170-104 and 44-50-103 and 4 CCR 755-1-1.4

DORA's regulations establish time frames that a participant must remain in an administration session under a facilitator's care based on dosage administered as a way to prevent impaired driving.[10] Natural medicine product is not permitted to leave a licensed Healing Center except in narrow circumstances when a facilitator is traveling to another location for an administrative session and any unconsumed product must be returned to a Natural Medicine business.[11] Finally, as a general rule, Healing Centers must be at least 1,000 feet from a licensed childcare center, preschool, elementary, middle, junior, or high school, or a residential child care facility.[12]

3. What does the NMA mean for municipalities?

a. What is prohibited?

The most controversial aspect of the NMA is that, unlike marijuana, a municipality **cannot prohibit** a properly licensed facilitator from providing natural medicine services in a Healing Center within the boundaries of Severance.[13] Likewise, the Town **cannot prohibit** the establishment or operation of a business with the purpose of cultivating, manufacturing, testing, storing, distributing, transporting, transferring, or dispensing regulated natural medicine within its boundaries.[14] Furthermore, the Town **cannot prohibit** the transportation of natural medicine or natural medicine product within its boundaries on public roads by a person licensed to exercise such privileges nor can it adopt ordinances or regulations that are unreasonable or conflict with the NMA or the NMC.[15] However, it is important to note that state laws and regulations do not allow natural medicine dispensaries where an individual can purchase natural medicine over the counter (as they can do with marijuana in a marijuana dispensary) and take it home for personal use off premises.

b. What is permitted?

The Town may enact ordinances or regulations governing the time, place, and manner of the operation of natural medicine related licenses within its boundaries.[16] Practically speaking, this means the Town can restrict hours of operation, enact zoning ordinances to locate the area where cultivation, manufacturing, testing, storage, distribution, transfer, and dispensation of natural medicine and natural medicine product occurs, and set distance requirements within the vicinity of a child care center, preschool, elementary, middle, junior, or high school, or a residential child care facility.

[10] 4 CCR 755-1 § 6.17(F).
[11] 4 CCR 755-1 § 6.18.
[12] 1 CCR 213-1 § 2125(A)(2).
[13] C.R.S. § 12-170-112; C.R.S. § 44-50-104(5)(b).
[14] C.R.S. § 44-50-104(1) and (5).
[15] C.R.S. § 44-50-104(5)(c)-(d).
[16] C.R.S. § 44-50-104(5)(a); C.R.S. § 12-170-112; 4 CCR 755-1; 1 CCR 213-1.

1314 Main Street, Suite 101, Louisville, CO 80027
betsy@wwfdlaw.com - (303) 376-8515

c. State Licensure Timeline and Notification to Municipalities

CDOR recently began issuing natural medicine business licenses and intends to notify a municipality when it receives a licensure application in its jurisdiction to ensure that the application conforms with local ordinances. DORA has also begun issuing natural medicine facilitator licenses.

d. What are the effects of decriminalization?

Engaging in the operation of a Natural Medicine Healing Center or Business and/or acting as a Natural Medicine Facilitator are all lawful acts so long as these activities are being conducted with the requisite licensure, training, registration, permit, or certificate. As a result, these actions cannot be deemed an offense under state or local law. Furthermore, as stated in more detail above, personal cultivation, possession, and consumption for 21+ is now legal in Colorado subject to a few restrictions. However, it is clear that local law enforcement has the authority to make arrests or issue citations within the parameters of C.R.S. § 18-18-434 for violations of the law.

4. What can the Town do?

As stated above, the Town will need to decide whether or not it wants to implement time, place, and manner restrictions in an Ordinance that does not conflict with state law or regulations in its Municipal Code.

1314 Main Street, Suite 101, Louisville, CO 80027
betsy@wwfdlaw.com - (303) 376-8515

TOWN OF SEVERANCE, COLORADO
ORDINANCE NO. 2025-XX

AN ORDINANCE OF THE SEVERANCE TOWN COUNCIL ADOPTING A NEW ARTICLE 21 IN CHAPTER 16 REGARDING LOCAL REGULATION OF NATURAL MEDICINE AND AMENDING SECTION 16.6.30.3 REGARDING TOWN CORE ALLOWED USES AND SECTION 16.6.40.3 REGARDING DEVELOPMENT NODE USES

WHEREAS, the Town of Severance, Colorado (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, pursuant to C.R.S. § 31-15-401, the Town possesses the authority to adopt laws and ordinances within its police power in furtherance of the public health, safety, and welfare; and

WHEREAS, C.R.S. § 29-20-101, *et seq*., provides the Town with the broad authority to plan for and regulate the use of land to best protect and promote the health, safety, and general welfare of the present and future inhabitants of the Town and to guide future growth, development, and distribution of land uses within the Town; and

WHEREAS, pursuant to C.R.S. § 31-23-301, *et seq*. the Council has authority to adopt and enforce zoning regulations; and

WHEREAS, Colorado voters adopted citizen initiated Proposition 122, which amended Title 12 of the Colorado Revised Statues to include Article 170, now designated as the "Natural Medicine Health Act of 2022" (NMHA); and

WHEREAS, the Colorado Natural Medicine Code (Regulatory Act), codified in C.R.S. §§ 44-50-101 through 904 authorizes Town Council to enact ordinances regulating the time, place, and manner of the operation of licenses issued pursuant to the Regulatory Act; and

WHEREAS, C.R.S. §§ 12-170-115 and 44-50-104 establish that the Town shall not adopt, enact, or enforce any ordinance, rule, regulation, or resolution that is otherwise in conflict with the provisions of the NMHA or the Regulatory Act.; and

WHEREAS, C.R.S. §§ 12-170-104(8) and 44-50-103(6) define "healing center" as a facility licensed by the state licensing authority that permits a facilitator to provide and supervise natural medicine services for a participant; and

WHEREAS, C.R.S. § 44-50-103(14) defines "natural medicine business" as "a natural medicine healing center, a natural medicine cultivation facility, a natural medicine products manufacturer, a natural medicine testing facility, or another licensed entity created by the state licensing authority;" and

WHEREAS, the Regulatory Act authorizes Council to enact zoning ordinances identifying the area where cultivation, manufacturing, testing, storage, distribution, transfer, and dispensation of natural medicine and natural medicine product as defined by the Regulatory Act may be permitted in the Town; and

WHEREAS, the Regulatory Act authorizes Council to enact ordinances to establish the distance restrictions for buildings where natural medicine services are provided within the vicinity of a child care center, preschool, elementary school, middle school, junior high school, or high school, and a residential child care facility; and

WHEREAS, the Town's Municipal Code (Code) contains land use and development standards enacted to protect the health, safety, and welfare of residents of the Town; and

WHEREAS, under the Town's current land use and development standards, the operation of natural medicine healing centers and natural medicine businesses are not permitted land uses and the Town has not approved any such land use; and

WHEREAS, the Town does not currently have any zoning regulations addressing natural medicine healing centers and natural medicine businesses; and

WHEREAS, the Council finds that it is in the best interest of the health, safety, and welfare of the Town and its residents to adopt a new Article 21 in Chapter 16 titled *Natural Medicine* to encompass local regulations surrounding natural medicine in the Town; and

WHEREAS, the Council finds that it is in the best interest of the health, safety, and welfare of the Town and its residents to amend Section 16.6.30.3 and Section 16.6.40.3 to identify the areas where natural medicine healing centers and natural medicine businesses other than healing centers may operate within the Town; and

WHEREAS, on March 19, 2025, Council adopted Ordinance No. 2025-09 titled *An Emergency Ordinance of the Severance Town Council Imposing a Temporary Moratorium on the Submission, Acceptance, Processing, and Approval of Applications for and/or the Establishment of Natural Medicine Healing Centers and Businesses within Town Limits* (Temporary Moratorium); and

WHEREAS, Section 2(b) of the Temporary Moratorium established that it shall terminate on the 11th day of September, 2025 unless terminated at an earlier date or extended by further Ordinance by Council; and

WHEREAS, the Temporary Moratorium shall expire upon the effective date of the adoption of this Ordinance.

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

<u>Section 1</u>. The foregoing recitals are incorporated herein as conclusions, facts, determinations, and findings by the Town Council.

<u>Section 2</u>. Chapter 16 of the Severance Municipal Code is hereby amended by the adoption of a new Article 21 titled *Natural Medicine* to read in its entirety as follows:

Sec. 16.21.10 Definitions

For purposes of this Chapter, the following words, terms, and phrases shall have the following meanings:

Natural Medicine means psilocybin or psilocyn and other substances described in the Regulatory Act as "natural medicine."

Natural Medicine Business means any of the following entities licensed under the Regulatory Act and includes a natural medicine healing center, a natural medicine cultivation facility, a natural medicine products manufacturer, or a natural medicine testing facility, or another licensed entity created by the state licensing authority.

Natural medicine healing center means a facility where an entity is licensed by the state licensing authority that permits a facilitator as defined by the Regulatory Act, to provide and supervise natural medicine services for a participant as defined by the Regulatory Act, which includes a participant consuming and experiencing the effects of regulated natural medicine or regulated natural medicine product under the supervision of a facilitator.

Natural medicine product means a product infused with natural medicine that is intended for consumption, as provided by the Regulatory Act.

Natural medicine services mean a preparation session, administrative session, and integration session, as provided by the Regulatory Act.

Participant means an individual who is twenty-one (21) years of age or older who receives natural medicine services prescribed by and under the supervision of a facilitator, as provided by the Regulatory Act.

Regulated natural medicine means natural medicine that is cultivated, manufactured, tested, stored, distributed, transported, or dispensed, as provided by the Regulatory Act.

Regulated natural medicine product means a natural medicine product that is cultivated, manufactured, tested, stored, distributed, transported, or dispensed, as provided by the Regulatory Act.

Regulatory Act means the Colorado Natural Medicine Code codified in Colorado Revised Statutes.

State licensing authority means the authority created under the Regulatory Act for the purpose of regulating and controlling the licensing of the cultivation, manufacturing, testing, storing, distribution, transfer, and dispensation of regulated natural medicine and regulated natural medicine product, as provided by the Regulatory Act

Sec. 16.21.20 Permitted location for natural medicine healing centers.

Natural medicine healing centers shall be permitted in the Develop Node Zone Districts subject to uses requiring additional review subject to the distance, time, manner, and place requirements contained in this Chapter 16.21. Natural medicine healing centers are prohibited in all other zoning districts in the Town.

Sec. 16.21.30 Permitted locations for natural medicine businesses other than healing centers.

Natural medicine businesses other than natural medicine healing centers including, but not limited to, cultivation facilities, natural medicine products manufacturers, natural medicine testing facilities, and other licensed natural medicine business entities created by the state licensing authority are permitted uses in the Development Node Zone Districts as a use subject to additional review subject to the distance, time, manner, and place requirements contained in this Chapter 16.21. Such natural medicine businesses other than natural medicine healing centers are prohibited in all other zoning districts of the Town.

Sec. 16.21.40 Distance from Schools.

(a) No natural medicine healing center or natural medicine business shall operate out of a building that is within one thousand (1,000) feet of a child care center, preschool, elementary, middle, junior, or high school, or a residential child care facility (collectively "School").

(b) Subsection (a) does not apply to a properly licensed natural medicine healing center or natural medicine business that was actively doing business before a School was established and/or constructed within one thousand (1,000) feet of such natural medicine healing center or natural medicine business.

(c) The distances referred to in this Section shall be computed by direct measurement from the nearest property line of the land used for a School to the nearest portion of the building in which the natural medicine healing center or natural medicine business exists or services are provided using a route of direct pedestrian access.

Sec. 16.21.50 Hours of operation – natural medicine services.

Natural medicine healing centers and natural medicine businesses that provide natural medicine services shall be permitted to operate any day of the week between 7:00 a.m. to 7:00 p.m.

Sec. 16.21.60 Public view of natural medicine businesses and natural medicine services.

All doorways, windows, and other openings of natural medicine business buildings shall be located, covered, or screened in such a manner to prevent a view into the interior from any exterior public or semipublic area. All activities of natural medicine businesses and natural medicine services shall occur indoors.

Sec. 16.21.70 Lighting of natural medicine businesses.

Primary entrances, parking lots, and exterior walkways of natural medicine businesses shall be clearly illuminated with downward facing security lights to provide after-dark visibility for facilitators, participants, and employees, subject to all applicable Town lighting standards.

Sec. 16.21.80 Storage of natural medicine businesses.

All storage for natural medicine businesses shall be located within a permanent building and may not be located within a trailer, tent, or motor vehicle.

Sec. 16.21.90 Odor from natural medicine businesses.

Natural medicine businesses shall use an air filtration and ventilation system designed to ensure that the odors from natural medicine and natural medicine products are confined to the premises and are not detectable beyond the property boundaries on which the facility is located.

Sec. 16.21.100 Natural medicine businesses secure disposal.

Natural medicine businesses shall provide secure disposal of natural medicine and natural medicine product remnants or by-products. Natural medicine and natural medicine product remnants or by-products shall not be placed within the facilities' exterior refuse container.

Sec. 16.21.110 Processing of Natural Medicine.

(a) The processing of natural medicine that includes the use of hazardous materials, including, without limitation, and by way of example, flammable and combustible liquids, carbon dioxide, and liquified petroleum gases, such as butane, is prohibited.

(b) Nonhazardous materials used to process natural medicine shall be stored in a manner so as to mitigate and ensure odors are not detectable beyond the property boundaries on which the processing facility is located or the exterior walls of the processing facility associated with the processing of natural medicine.

(c) The processing of natural medicine shall meet the requirements of all adopted Town building and life/safety codes.

(d) The processing of natural medicine shall meet all of the requirements of all adopted water and sewer regulations promulgated by the applicable water and sewer provider.

Sec. 16.21.120 Nuisance

(a) It is unlawful and deemed a nuisance to:

(1) Operate a natural medicine business in violation of any of the requirements set forth in state law or regulation or this Chapter 16.21.

(2) Dispose of, discharge out of or from, or permit to flow from any facility associated with natural medicine any foul or noxious liquid or substance of any kind whatsoever including, without limitation, by-products of the natural medicine process into or upon any adjacent ground or lot, into any street, alley, or public place or into any municipal storm sewer and/or system in the Town.

Any such violation of this Chapter is subject to the General Penalty provision of the Severance Municipal Code Chapter 1 Article 4.

<u>Section 3</u>. Section 16.6.30.3(a)(2) – Town Core – Uses – of the Severance Municipal Code is hereby amended to read as follows:

Sec. 16.6.30.3. – Town Core – Uses.

(a) Uses by right.

. . .

(2) Public, quasi-public, other land uses:

a. Community Gardens
b. Farmer's markets.
c. Fire stations.
d. Municipal use facilities.
e. Museums.
f. Parks and open spaces.
g. Parks and playgrounds – neighborhood.
h. Outdoor amphitheaters.
i. Public or other nonprofit recreational use facilities.
j. Public utility main lines and substations.
k. Rest stops.
l. Schools (all types)
<u>m. Natural medicine healing centers.</u>

. . .

<u>Section 4</u>. Section 16.6.40.3(c) – Development Nodes – Uses – of the Severance Municipal Code is hereby amended to read as follows:

Sec. 16.6.40.3. – Development Node – Uses.

. . .

(c) Uses requiring additional review.

. . .

(2) Commercial, retail or service land uses:

a. Agricultural uses (ranching, farming, grazing, etc.).
b. Automotive service and repair (major) facilities.
c. Cremation facilities.
d. Dry cleaning Plants.
e. Equipment rental (heavy) establishments with outdoor sales.
f. Kennels for small animals.
g. Roadside or temporary retail stands/tents.
h. Sales of farm implements, heavy equipment, mobile/manufactured homes.
<u>i. Natural medicine healing centers.</u>
<u>j. Natural medicine businesses other than healing centers.</u>

. . .

<u>Section 5.</u> 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.

<u>Section 6</u>. 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.

<u>Section 7</u>. This ordinance is deemed necessary for the immediate protection of the health, welfare, and safety of the community.

<u>Section 8</u>. In accordance with Section 6.03(6) of the Severance Home Rule Charter, this Ordinance shall take effect thirty (30) days after publication.

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

TOWN OF SEVERANCE, COLORADO

____
Matthew Fries, Mayor

ATTEST:

____
Sarah Jacobsen, Town Clerk

AFFIDAVIT OF PUBLICATION

STATE OF COLORADO)
)
COUNTY OF WELD)

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

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

____
Sarah Jacobsen
Town Clerk

TOWN OF SEVERANCE
RESOLUTION NO. 2025-22R

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SEVERANCE, COLORADO, PROVIDING FOR ADDITIONAL APPROPRIATIONS IN FISCAL YEAR 2024 FOR THE REAPPROPRIATION OF THE BUDGET OF 2023 CAPITAL PROJECTS STILL IN PROGRESS AND AMENDMENTS TO THE 2024 ADOPTED BUDGET.

WHEREAS, the 2023 budget appropriations lapsed on December 31st, 2023; and

WHEREAS, the Town had appropriations for projects and equipment purchases to be continued in 2024; and

WHEREAS, the Town has the money available in fund balances; and

WHEREAS, the Town would like to reappropriate funding that was appropriated in the 2023 Amended Budget for these ongoing projects; and

WHEREAS, the Town had identified revenues received in 2023 that are for projects to begin in 2024; and

WHEREAS, the Town would like to appropriate the identified revenues in fund balance; and

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

WHEREAS, the Town Council desires to modify appropriations and to authorize the expenditure of certain funds by enacting a supplemental budget appropriation to the 2024 Town budget.

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

Section 1. The following modifications to unencumbered appropriation balances for Fiscal Year 2024 as set forth below are hereby approved:

A. Appropriations of Additional Fund Balance:

Appropriations from Fund Balance		
Fund		Amount
General	10	$ 1,079,051

Appropriations from Fund Balance		
Conservation Trust	11	$ 12,412
Transportation	12	$ 920
Parks	13	$ 6,285
Public Facilities	14	$ 1,351,562
Public Safety	15	$ 274,826
Grants	-	$ 799,833
Water	51	$ 1,181,606
Wastewater	52	$ 10,942
Stormwater	53	$ 122,707

TOTAL FUNDS TO BE APPROPRIATED: $ 4,840,144

Section 2. The following modifications to budget expenditures for Fiscal Year 2024 as set forth below are hereby approved:

Expenditures by Project and Fund:

Project	#	Code	GL	Title	Total
Mag Chloride Pump plus Containment	15	PW-2103	75-64-7000	Capital Outlay	$ 46
Traffic Signals (WCR23 & HWY 392)	21	TR-2101	12-83-2400	Engineering	$ 920
Water Tank	22	W-2101	51-83-7500	Construction	$ 1,160,219
Water Master Plan	41	W-2004	51-84-7530	Professional Services	$ 14,634
Wastewater Master Plan	42	WW-2004	52-84-7530	Professional Services	$ 10,661
Regional Water Treatment Plant	46	W-2801	51-83-2400	Engineering	$ 5,095
Skate Park	51	P-2202	75-65-7000	Capital Outlay	$ 20,849
Public Works Non Potable Water Tank	85	PW-2305	75-64-7000	Capital Outlay	$ 1,126
Police Station Renovation	89	PD-2301	75-51-2100	Legal Fees	$ 3,281,634
Emergency Water System Connection - Greeley	92	W-2302	51-83-2400	Engineering	$ 1,377

Project	#	Code	GL	Title	Total
Safe Parks	95	P-2303	10-115200	Grant Receivable	$ 163,222
Engr Doc Archive	96	CD-2301	10-70-2400	Engineering	$ 171
Guardrail WCR23 North of 80	138	TR-2305	12-83-7500	Construction	$ 180,191

TOTAL EXPENDITURES: **$4,840,144**

Section 3. The Town Manager is directed to affect the necessary transfers to comply with this resolution, and to update beginning balances to actual balances for a more accurate statement of budget status.

RESOLVED AND APPROVED this 8th day of July, 2025.

TOWN OF SEVERANCE, COLORADO

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Matthew Fries, Mayor

ATTEST:

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Sarah Jacobsen, Town Clerk

TOWN OF SEVERANCE
RESOLUTION NO. 2025-23R

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SEVERANCE, COLORADO, PROVIDING FOR ADDITIONAL APPROPRIATIONS IN FISCAL YEAR 2025 FOR THE REAPPROPRIATION OF THE BUDGET OF 2024 CAPITAL PROJECTS STILL IN PROGRESS AND AMENDMENTS TO THE 2025 ADOPTED BUDGET.

WHEREAS, the 2024 budget appropriations lapsed on December 31st, 2024; and

WHEREAS, the Town had appropriations for projects and equipment purchases to be continued in 2025; and

WHEREAS, the Town has the money available in fund balances; and

WHEREAS, the Town would like to reappropriate funding that was appropriated in the 2024 Amended Budget for these ongoing projects; and

WHEREAS, the Town had identified revenues received in 2024 that are for projects to begin in 2025; and

WHEREAS, the Town would like to appropriate the identified revenues in fund balance; and

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

WHEREAS, the Town Council desires to modify appropriations and to authorize the expenditure of certain funds by enacting a supplemental budget appropriation to the 2025 Town budget.

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

Section 1. The following modifications to unencumbered appropriation balances for Fiscal Year 2025 as set forth below are hereby approved:

A. Appropriations of Additional Fund Balance:

Appropriations from Fund Balance		
Fund		**Amount**
General	10	$ 33,883

Appropriations from Fund Balance		
Public Facilities	14	$ 51,098
Public Safety	15	$ 10,390
Stormwater	53	$ 4,629

TOTAL FUNDS TO BE APPROPRIATED: $ 100,000

Section 2. The following modifications to budget expenditures for Fiscal Year 2025 as set forth below, are hereby approved:

Expenditures by Project and Fund:

Project	#	Code	GL	Title	Total
Police Station Renovation	89	PD-2301	75-75-7500	Construction	$ 100,000

TOTAL EXPENDITURES: $ 100,000

Section 3. The Town Manager is directed to effect the necessary transfers to comply with this resolution and to update beginning balances to actual balances for a more accurate statement of budget status.

RESOLVED AND APPROVED this 8th day of July, 2025.

TOWN OF SEVERANCE, COLORADO

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Matthew Fries, Mayor

ATTEST:

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Sarah Jacobsen, Town Clerk

TOWN OF SEVERANCE
RESOLUTION NO. 2025-24R

A RESOLUTION FOR THE TOWN COUNCIL OF THE TOWN OF SEVERANCE, COLORADO, TO APPROPRIATE FUNDS FROM FUND BALANCE

WHEREAS, the Town has received unexpected additional Use Tax and revenue that reverted to General Fund Balance; and

WHEREAS, the Town Council has prioritized the need for Economic Development and the expansion of the Community Park; and

WHEREAS, the Town Council desires to authorize the expenditure of these funds by enacting a supplemental budget appropriation to the 2025 Town Budget.

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

Section 1.

Appropriations from Fund Balance:

APPROPRIATIONS FROM FUND BALANCE		
FUND		AMOUNT
General	10	$2,000,000

TOTAL FUNDS TO BE APPROPRIATED: $2,000,000

Section 2.

Expenditures by Project and Fund:

PROJECT	#	CODE	GL	TITLE	AMOUNT
Economic Development	-	10-70-4987	10-70-4987	Capital Outlay	$1,000,000
Community Park	153	G-25-CP	75-75-7500	Capital Outlay	$1,000,000

TOTAL EXPENDITURES: $2,000,000

Section 3. The Town Manager is directed to affect the necessary transfers to comply with this resolution, and to update beginning balances to actual balances for a more accurate statement of budget status.

RESOLVED AND APPROVED this 8th day of July, 2025.

TOWN OF SEVERANCE, COLORADO

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Matthew Fries, Mayor

ATTEST:

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Sarah Jacobsen, Town Clerk

TOWN OF SEVERANCE
RESOLUTION NO. 2025-25R

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SEVERANCE, COLORADO, APPROVING AN AMENDMENT TO THE EMPLOYMENT AGREEMENT WITH THE TOWN MANAGER, AND PROVIDING FOR ADDITIONAL APPROPRIATIONS IN FISCAL YEAR 2025 FOR UNANTICIPATED EXPENDITURES WITH RESPECT TO SUCH EMPLOYMENT AGREEMENT, AND TO MODIFY FUND BALANCES PERTAINING TO THE SAME

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

WHEREAS, at the Town Council's meeting on June 10, 2025, the Town Council authorized the Mayor and Mayor Pro Tem to enter into negotiations with the Town Manager to negotiate the Town Manager's Employment Contract, including an increase in compensation and benefits; and

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

WHEREAS, the negotiated amended Employment Agreement includes an increase in the Town Manager's compensation and benefits, for which additional appropriations are required for the 2025 fiscal year, and which were not anticipated in the 2025 annual budget; and

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

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

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

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

Section 1. The amended sections of the Employment Agreement between the Town of Severance and Nicholas J. Wharton, MPA, ICMA-CM, is approved in substantially the same form as the copy attached hereto and made a part of this resolution. The Mayor is authorized to execute the Employment Agreement on behalf of the Town.

Section 2. The following modifications to unencumbered appropriation balances for Fiscal Year 2025, as set forth below, are hereby approved:

A. Appropriations of Additional Revenues for Operating Expenses to the General Fund: $25,500

Section 3. The following modifications to budget expenditures for Fiscal Year 2025, as set forth below, are hereby approved:

A. Expenditures of Additional Revenues for Operating Expenses to the General Fund: $25,500

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

RESOLVED AND APPROVED this 8th day of July 2025.

TOWN OF SEVERANCE, COLORADO

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Matthew Fries, Mayor

ATTEST:

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Sarah Jacobsen, Town Clerk

TOWN OF SEVERANCE
FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

THIS FIRST AMENDMENT TO THE EMPLOYMENT AGREEMENT is entered the 8th day of July 2025, by and between the TOWN OF SEVERANCE, COLORADO, a home rule town (hereinafter "Town"), and NICHOLAS J. WHARTON ("Employee").

WHEREAS, the Town, by and through its Town Council, has employed NICHOLAS J. WHARTON as the Town Manager for the Town; and,

WHEREAS, the parties wish to amend Section 2.01(A), Section 2.01(C), Section 2.02(A), Section 2.03(B) Section 2.05, Section 4.03(B)(1), and Section 4.03(B)(3) of the Employment Agreement dated the 24th day of January 2023; and

Now, therefore, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

Section 2.01: Compensation

A. Base Salary: Employer agrees to pay Employee an annual base salary of $210,000, payable in installments at the same time the other management employees of the Employer are paid.

C. This Agreement shall be automatically amended to reflect any salary adjustments provided or required by the Employer's compensation policies to include all salary adjustments on the same basis as applied to the executive classification of employees. This shall additionally include any increases to the base salary set forth in Section 2.01(A) regarding economic benefits as deemed appropriate by the Town Council.

Section 2.02: Health, Disability, and Life Insurance

A. The Employer agrees to provide and to pay the full premiums for health, hospitalization, surgical, vision, dental, and comprehensive medical insurance for the Employee and Spouse, at a minimum, equal to that which is provided to all other employees of the Town of Severance

Section 2.03: Vacation, Sick, and Military Leave

B. The Employee is entitled to accrue all unused leave, without limit, and in the event that the Employee's employment is terminated involuntarily, the Employee shall be compensated for all accrued vacation time, all paid holidays, and other benefits to the date of termination.

Section 2.05: Retirement

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

In addition to the Employer's payment to the state or local retirement system referenced above, Employer agrees to execute and keep in force all necessary agreements provided by the Colorado Retirement Association or any other Section 457 or 401 deferred compensation plan for Employee's participation, or continued participation, in such supplemental retirement plan. In addition to the base salary paid by the Employer to the Employee, the Employer agrees to pay an amount equal to 12% of the Employee's annual salary, into the designated plan on the Employee's behalf, in an equally proportionate amount each pay period.

This 12%, effective the amended contract's start date, does not affect past contributions by the Employer or Employee, and will be vested over five years. The Employee is entitled to 20% after year one, 40% after year two, 60% after year three, 80% after year four, and 100% of the full contribution after five years of employment; this vesting is only in effect if the Employee voluntarily terminates this contract. If the Employee's employment is terminated involuntarily, the Employee shall be compensated for the full 12% of the retirement contributions by the Employer. This vesting schedule does not adhere to any contributions by the Employee.

The Employer shall promptly and fully disclose the financial impact of any amendment to the terms of the Employee's retirement benefit. In lieu of contributing to a Section 457 or 401 deferred compensation plan, all or part of the dollar value of this contribution may be used, at the Employee's option, to purchase previous service from another qualified plan.

Section 4.03: Severance

A. If the Employee is terminated for any reason other than "cause":

1. The Employer shall provide a severance payment equal to twelve (12) months of the Employee's annual salary. This severance shall be paid in a lump sum.

3. For a period of up to twelve (12) months following termination, the Employer shall pay the cost to continue the following benefits:

    i. Employee and all dependents will be provided access to health insurance pursuant to the Consolidated Omnibus Budget Reconciliation Act ("COBRA") at Employer's expense, after which time Employee may elect to continue the COBRA coverage at Employee's expense. The foregoing notwithstanding, the Employer may terminate COBRA coverage for the Employee and all dependents immediately upon Employee beginning coverage under another group health plan, or for any other permissible reason for which the Employer may terminate group health plan coverage or COBRA for other Town Employees, subject to Employer providing Employee with an early termination notice to be given as soon as practicable after the decision is made, including the date coverage will terminate, the reason for termination, and any rights the Employee may have under the Town's group health insurance plan or applicable law to elect alternative group or individual coverage.

ii. Any other benefits available to other employees.

EMPLOYEE:

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Nicholas J. Wharton, MPA, ICMA-CM

TOWN OF SEVERANCE:

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Matthew Friew, Mayor

ATTEST:

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Sarah Jacobsen, Town Clerk

TOWN OF SEVERANCE
PAYABLES
5/1/25 - 5/31/25

Vendor Name	Invoice Number	Description	Amount Paid
UNUM Life Insurance Co America	04.25	Monthly Disability Insurance	$ 4,073.36
Caselle, Inc.	140668	Caselle Software Support	$ 2,405.00
Connecting Point Greeley	CW144758	Sonicwall Gateway Anti-Malware and NSM Essentials	$ 794.10
Tailored Technology Services, Inc	21028	Final Licensing Invoice - 04/01/2025 - 04/30/2025	$ 1,334.90
Wilson Williams Fellman Dittman	1552	General Counsel	$ 18,464.75
Wilson Williams Fellman Dittman	1552	Expenses - Mileage Reimbursement	$ 67.13
Amazon Capital Services	1Y4Q-46GV-KF4R	136GB Digital Voice Recorder with Playback	$ 48.44
Ausmus Law Firm PC	9418	Contract prosecution for the month of May 2025	$ 850.00
Adam B Stephens	052025	May 2025 Compensation	$ 800.00
Colorado Municipal Judges Association	022025	CMJA 2025 Spring Conferance Registration Fee	$ 200.00
Colorado Municipal Judges Association	022025	CMJA 2025 Membership Dues	$ 60.00
LightGig Communications, LLC	E9C3EE84-0006	Severance Town Hall Service	$ 120.00
Ram Waste Systems, Inc	8491324V327	100 WATERFOWL WAY EVENT 4/14/2025	$ 495.00
Amazon Capital Services	1Y4Q-46GV-KF4R	Logitech Wireless Presenter R400	$ 27.71
Amazon Capital Services	1Y4Q-46GV-KF4R	ELSKER&HOME 8.5 x 11 Frame Black 12 Pack	$ 29.99
Amazon Capital Services	1Y4Q-46GV-KF4R	Compatible SL-798-0 Ink Cartridge Replacement for SendPro	$ 19.95
Amazon Capital Services	1Y4Q-46GV-KF4R	Quality Park #8 Double Window Envelopes	$ 39.44
Amazon Capital Services	1Y4Q-46GV-KF4R	Amazon Brand - Happy Belly Medium Roast Coffee Pods	$ 30.69
Amazon Capital Services	1Y4Q-46GV-KF4R	KOVOSCH 2 Pack Hinge Pin Door Stopper White	$ 6.99
Amazon Capital Services	1Y4Q-46GV-KF4R	Lysol Multi-Surface Cleaner	$ 13.08
Amazon Capital Services	1Y4Q-46GV-KF4R	TOPKAY Electric Lighter Candle Lighter Windproof Flameless USB	$ 5.99
Amazon Capital Services	1Y4Q-46GV-KF4R	Quality Satin Aluminum Desktop Office Nameplate Holder	$ 7.50
Lands End Business Outfitters	SIN12985055	Admin Uniforms	$ 189.75
Amazon Capital Services	1QR7-VTGN-HGC1	Nibble Charcuterie Meat & Cheese Board	$ 72.95
Occupational Health Centers of the SW	18200137	Regulated UDS	$ 206.00
Front Range Compliance Services, LLC	11439	MVR Service - Colorado	$ 54.00
Front Range Compliance Services, LLC	11439	Consulting Services	$ 150.00
Xcel Energy	925486791	Street Lighting	$ 3,893.29
Amazon Capital Services	1Y4Q-46GV-KF4R	Amzonly Emergency Whistle, 120db Safety Whistle	$ 9.10
Amazon Capital Services	1Y4Q-46GV-KF4R	E-riding 10 Pack 21 Inch Safety Air Traffic Control Wand	$ 48.99
Amazon Capital Services	1Y4Q-46GV-KF4R	Amzonly Emergency Whistle, 120db Safety Whistle	$ 4.55
Amazon Capital Services	1Y4Q-46GV-KF4R	Hunthor Rubber Work Boots for Men with Steel Toe	$ 75.04
Amazon Capital Services	1Y4Q-46GV-KF4R	Hunthor Rubber Work Boots for Men with Steel Toe	$ 71.88
Amazon Capital Services	1Y4Q-46GV-KF4R	Duracell Coppertop C Batteries, 10 Count	$ 41.26
Front Range Compliance Services, LLC	11468	Drug and Alcohol Testing Program	$ 105.00
Next Step Communications, LLC	15335	Starlink Monthly Rental for Lakeview City Park	$ 250.00
Next Step Communications, LLC	15335	Starlink Monthly Rental for Severance Community Park	$ 250.00
Ayres Associates Inc.	222379	General GIS Services	$ 1,312.50
Ayres Associates Inc.	222379	General Planning Services	$ 1,453.00
SAFEbuilt Colorado, Inc.	1686299	Building Inspections, Permits, and Plan Reviews	$ 17,580.14
Wilson Williams Fellman Dittman	1545	PP-2025-02 - Buffalo Creek Preliminary Plat	$ 962.50
Wilson Williams Fellman Dittman	1545	PP-2025-01 - WinDance Preliminary Plat	$ 137.50
Ayres Associates Inc.	222379	307 - Platte Land & Water LLC Bower North Development Review	$ 277.50
Wilson Williams Fellman Dittman	1545	307 Bowers North - Annexation and Zoning	$ 550.00
Ayres Associates Inc.	222379	PP-2025-02 - Buffalo Creek Prelim Plat	$ 1,164.50
Wilson Williams Fellman Dittman	1545	193 Severance South	$ 962.50
Ascent Broadband, LLC	FF37CBD2-0010	PW Internet Service - SCADA	$ 75.00
Amazon Capital Services	1Y4Q-46GV-KF4R	APC UPS Battery Backup for Computer	$ 95.99
Amazon Capital Services	1Y4Q-46GV-KF4R	APC UPS Battery Backup for Computer	$ 95.99
Upper Case Printing Ink	3038	Utility Postcards	$ 380.00
Upper Case Printing Ink	3048	#10 window envelopes - Shut Off notices	$ 17.59
Amazon Capital Services	1Y4Q-46GV-KF4R	Ridgid - CC247 RIDGID 40617 Model 101 Close Quarters Tubing Cutter	$ 22.54
Amazon Capital Services	1Y4Q-46GV-KF4R	RIGID 31622 Model 150 Constant Swing Tubing Cutter	$ 94.65
Amazon Capital Services	1Y4Q-46GV-KF4R	Jetec Small Handheld Hand Mirror	$ 8.99
Ascent Broadband, LLC	FF37CBD2-0010	PW Internet Service - SCADA	$ 75.00
Republic Services, Inc	0642-001351888	Trash Services - Wastewater Plant Acct	$ 87.75
Upper Case Printing Ink	3038	Utility Postcards	$ 380.00
Upper Case Printing Ink	3048	#10 window envelopes - Shut Off notices	$ 17.59
Eggers Electric	22882250	Lakeview Park rough in for under ground / PARTIAL COMPLETION / ACT #144	$ 5,334.89
Graves Consulting LLC	20250528	Consulting Services - 3 of 4 Invoices for Comp Study	$ 3,850.00
CEBT	INV 0075182	Monthly Health Insurance	$ 47,948.24
Verizon Wireless	6111343158	Phones	$ 58.86
Verizon Wireless	6111343158	Phones	$ 19.62
Verizon Wireless	6111343158	Phones	$ 547.19
Verizon Wireless	6111343158	Phones	$ 189.11
Verizon Wireless	6111343158	Phones	$ 1,724.92
Verizon Wireless	6111343158	Phones	$ 137.02
Verizon Wireless	6111343158	Phones	$ 124.15
Verizon Wireless	6111343158	Phones	$ 96.14
Verizon Wireless	6111343158	Phones	$ 162.61
Verizon Wireless	6111343158	Phones	$ 151.70
Verizon Wireless	6111343158	Phones	$ 27.00
Statewide Internet Portal Authority	10894	Severance-CommonLook Suite 05/01/25-04/30/26	$ 1,876.00
La Salle Oil Co.	198646	Fuel	$ 1,712.70
Town of Berthoud	CML05222025	CML District Meeting Fee 5-22-25	$ 180.00
Employers Council	0000548094	Employment Poster-Federal	$ 29.00
Anticimex Inc	2833937	Commercial One Time PC Service	$ 399.00
Mountain High Disposal	98736	Recycling Services	$ 15.00
Mountain High Disposal	98736	Trash Services	$ 30.00
Frontier Business Products	971272	TH - Copy Machine 94244	$ 136.12
Frontier Business Products	971272	TH - Color Copies 94244	$ 92.82
Ram Waste Systems, Inc	8491382V327	EVENT 4/26/2025	$ 22,886.60
Amazon Capital Services	1QR7-VTGN-JPRM	10 Panasonic CR123A 3V CR 123A Industrial Lithium Batteries	$ 225.48
Psychological Dimensions LLC	9414	mallory & Hill	$ 900.00
Language Line Services, Inc.	11590247	Over-the-phone interpretation	$ 5.74
Pinnacle Investigations LLC	809	Pre-employment background investigations	$ 5,100.00
Banner Occupational Health Clinics	886536	APR25 SVCS	$ 422.75
Code 4 Security Services, LLC	2025-0945	Court Security	$ 188.00
Amazon Capital Services	1QR7-VTGN-JPRM	SmartSign Pack of 2 Push and Pull Door Signs, 2 x 7	$ 21.94
Amazon Capital Services	1QR7-VTGN-JPRM	Clorox Toilet Bowl Cleaner, Clinging Bleach Gel	$ 4.98
Amazon Capital Services	1QR7-VTGN-JPRM	Hefty Ultra Strong 13 Gallon Trash Bags	$ 7.72
Training, Leadership, & Change Mgmt LLC	25-06.5	Training Unit Management @ Windsor PD, April 28-30, 2025	$ 550.00
Amazon Capital Services	1QR7-VTGN-JPRM	Movie Night Gift Basket - 33-Piece Gift Box	$ 49.95
Amazon Capital Services	1QR7-VTGN-JPRM	Amazon Basics Multipurpose Copy Printer Paper, 8.5 x 11 in	$ 27.50
Amazon Capital Services	1QR7-VTGN-JPRM	Hammermill Printer Paper, 20 lb Copy Paper, 8.5 x 14	$ 9.20
Amazon Capital Services	1QR7-VTGN-JPRM	Krvyrn Jumbo Paper Clips	$ 7.26
Amazon Capital Services	1QR7-VTGN-JPRM	VIEWBRITE Reflective (Class 2) Police Vest Lime Green	$ 86.95
Galls, LLC	031003502	Police Uniforms	$ 951.54
Kinsco	00110731-0	Uniforms	$ 527.50
Kinsco	00110731-1	Uniforms	$ 770.00
Kinsco	00110892-0	Uniforms	$ 745.00
Galls, LLC	031003502	Police Uniforms - RETU	$ (335.80)
Amazon Capital Services	1QR7-VTGN-JPRM	Energizer MAX 9V Batteries (4 Pack)	$ 11.95
Becker Safety & Supply	SO058706	MAJESTIC - Gloves Leather	$ 219.78
Fairbank Equipment Inc	S2566920.001	Supplies for mag tank-truck mounted	$ 8.71
Vector Disease Control International, LL	PI-A00046246	2025 Mosquito Control Services 2 of 6	$ 6,340.08

Vendor Name	Invoice Number	Description	Amount Paid
Frontier Business Products	971272	PW - Copy Machine 94240	$ 136.11
Frontier Business Products	971272	PW - Color Copies 94240	$ 15.27
Greeley Lock and Key	0000039614	Services/ Keys for PD and Parks	$ 50.75
JR Engineering, LLC	86672	Engineering services and CIP	$ 3,105.00
Freedom Mailing Services Inc	50301	Postcard Bill Processing	$ 756.02
Freedom Mailing Services Inc	50301	Delinquent Notices	$ 99.01
Direct Discharge Consulting, LLC	2939	ORC Services	$ 825.00
Advance Tank Construction Inc	V-25-041	Plastic Teflon piece- VENT PARTS FOR N TANK	$ 280.00
Utility Notification Center	225041438	RTL Transmissions	$ 237.39
Landmark Structures I, LP	18	Final Payment - Water Tank	$ 275,572.00
Landmark Structures I, LP	18	Final Payment - Water Tank	$ (275,572.00)
Freedom Mailing Services Inc	50301	Postcard Bill Processing	$ 756.02
Freedom Mailing Services Inc	50301	Delinquent Notices	$ 99.02
Direct Discharge Consulting, LLC	2939	ORC Services	$ 825.00
Direct Discharge Consulting, LLC	2939	Sales - DDC	$ 125.00
Utility Notification Center	225041438	RTL Transmissions	$ 237.39
Direct Landscape Supply LLC	9QPXXXRCSWRNT	Mountain Granite Breeze / Act#26	$ 181.67
Direct Landscape Supply LLC	CM5EE03CB49EW	2-4 Tri Color River Rock / Act#26"	$ 238.38
Direct Landscape Supply LLC	Y7KV4MHHAF35P	Screened Top Soil / Act#26	$ 3,717.35
Direct Landscape Supply LLC	ZTE2RVB9JDPZR	2-4 Tri Color River Rock/ Act#26"	$ 310.81
Eggers Electric	22747320	Lakeview Park CAMERA ELECTRICAL #144	$ 1,753.33
Greeley Lock and Key	0000039442	Open Path 1-2 Door annual cloud access fee - Community Park Ball Field	$ 599.98
Greeley Lock and Key	0000039443	Open Path 1-2 Door annual cloud access fee - Lakeview Park	$ 599.98
Motorola Solutions, Inc.	8282093774	APX6500 Enhanced 7/800 MHZ Mobile	$ 18,541.68
Next Step Communications, LLC	14532.1	SEVERANCE SKATEPARK, PLAY AREA (Capitail Facilities- Parks)	$ 6,400.00
Recreational Electrical, LLC	14030	#018 VIN Ending 69091	$ 27,526.00
Windsor Ace Hardware	181664/4	Hose, Hose Mount/ TAILHOLT GARDEN NEEDS #26	$ 123.20
WestWater Research LLC	1958	Water Supply Plan Task 2 (G-25-MPS)	$ 985.00
WestWater Research LLC	1961	On Call Water Resources (G-25-MPS)	$ 905.00
Xcel Energy	925465134	Natural Gas	$ 59.85
Town of Windsor	015265-000 0425	Wastewater Treatment	$ 26,134.80
Windsor-Severance Fire Dist.	0425	FPD Emergency Services Impact Fee	$ 3,926.88
Weld RE 4 School District	0425	School Impact Fee Remittance	$ 14,580.00
Severance High School	RESTITUTION	Restitution	$ 30.00
CIRSA	INV1001714	Property/Casualty Coverage	$ 135.18
CIRSA	INV1001714	Property/Casualty Coverage	$ 67.59
CIRSA	INV1001714	Property/Casualty Coverage	$ 446.08
Frontier Business Products	974361	Shipping for Toner	$ 11.00
Frontier Business Products	974362	Shipping for Toner	$ 11.00
CIRSA	INV1001714	Property/Casualty Coverage	$ 434.11
Lands End Business Outfitters	SIN13015025	Polo	$ 56.66
CIRSA	INV1001714	Property/Casualty Coverage	$ 2,162.80
Road Runner Grading LLC	05142025	Grading, water, and spray for gravel roads	$ 33,525.00
CIRSA	INV1001714	Property/Casualty Coverage	$ 581.25
EnviroTech Services, Inc.	CD202511992	Ice Slicer	$ 3,463.22
EnviroTech Services, Inc.	CD202511993	Ice Slicer	$ 3,610.86
EnviroTech Services, Inc.	CD202512007	Ice Slicer	$ 3,381.67
EnviroTech Services, Inc.	CD202512008	Ice Slicer	$ 3,305.74
University Auto Parts, Inc.	441142	Spark plug & FAST ORANGE XTRM 1GAL	$ 78.89
DBC Irrigation Supply	S5895922.001	Flags	$ 47.20
MAC Equipment, Inc.	511936	Bar 20in Speedcut	$ 60.18
CIRSA	INV1001714	Property/Casualty Coverage	$ 270.35
JR Engineering, LLC	86671	233 North Gate	$ 100.00
JR Engineering, LLC	86690	PP2025-01 PP-2025-01 - WinDance	$ 150.00
CIRSA	INV1001714	Property/Casualty Coverage	$ 432.56
Core & Main LP	W997696	Supplies	$ 195.76
D&D Concrete, LLC	1085	316 Windsflower Way/ Water break under the driveway	$ 2,380.00
Landmark Structures I, LP	18	Final Payment - Water Tank	$ 275,572.00
USA Blue Book	INV00709939	Sludge Judge;Complete 15'L Set	$ 355.98
CIRSA	INV1001714	Property/Casualty Coverage	$ 560.98
CIRSA	INV1001714	Property/Casualty Coverage	$ 47.31
CIRSA	INV1001714	Property/Casualty Coverage	$ 539.15
Loup Reservoir Company	162	John Law Silt Excavation project cost share reimbursement for ARC Enterprises April 2025 progress work (P-2402)	$ 90,713.73
Maxey Companies Inc.	254028	2025 LIBERTY LU7K83X16+2C4DTGREEN-Parks	$ 5,985.00
Maxey Companies Inc.	254029	2025 LIBERTY LU7K83X16+2C4DTGREEN- Parks	$ 5,965.00
Xcel Energy	925587150	303987355 - 3 S Timber Ridge Pkwy	$ 712.58
Xcel Energy	925587150	301274394 - 209 1st St Bldg Fire	$ 674.04
Xcel Energy	925587150	301757929 - 312 1st St	$ 263.12
Poudre Valley REA	135 0525	Bridle Ridge Cir - PS	$ 31.57
Poudre Valley REA	135 0525	Streetlights, Saddler Arena	$ 179.43
Xcel Energy	925587150	301396786 - 11538 County Road 74 Bldg Seve	$ 280.29
Poudre Valley REA	135 0525	36252 Evans St - Power Source	$ 43.51
Poudre Valley REA	135 0525	CO RD 23 and Belmon Dr	$ 30.15
Poudre Valley REA	135 0525	CO RD 80 and Rangeview Drive	$ 26.73
Poudre Valley REA	135 0525	Streetlights, Casa Loma	$ 139.84
Poudre Valley REA	135 0525	Streeltights, Belmont Farms	$ 231.42
Poudre Valley REA	135 0525	Streetlights, Soaring Eagle	$ 198.64
Poudre Valley REA	135 0525	Steetlights, Summit View	$ 429.36
Poudre Valley REA	135 0525	Streetlights, Foxridge	$ 108.63
Poudre Valley REA	135 0525	Streetlights, Sunset Ridge	$ 258.97
Poudre Valley REA	135 0525	Streetlights, Severance Shores	$ 230.72
Poudre Valley REA	135 0525	75 Flat Iron Ln Power Source	$ 66.56
Xcel Energy	925587150	304683265 - 410 Immigrant Trail - Settlers Landing HOA	$ 14.12
Poudre Valley REA	135 0525	Streetlights, Hidden Valley Farms	$ 1,484.10
Poudre Valley REA	135 0525	Streelights, CO RD 74 & 19	$ 13.61
Xcel Energy	925587150	304881524 - 145 3rd St	$ 893.10
Xcel Energy	925587150	304992152 - 145 W 3rd Ave Unit Outdoor Light	$ 22.98
Xcel Energy	925587150	300942323 - 10822 County Road 74 Bldg Stoc	$ 12.89
Xcel Energy	925587150	301443761 - 1020 Mahogany Dr Unit Pump	$ 436.12
Xcel Energy	925587150	301456912 - 336 1st St	$ 148.99
Xcel Energy	925587150	301597386 - 400 Timber Ridge Pkwy Unit Spkl	$ 13.35
Xcel Energy	925587150	301709610 - 57/16 2-6-67 Pump	$ 12.36
Xcel Energy	925587150	301748145 - 410 Timber Ridge Pkwy Unit Spkl	$ 13.24
Xcel Energy	925587150	301872364 - 513 1/2 Broadview Dr	$ 98.55
Xcel Energy	925587150	301894204 - 50 Timber Ridge Pkwy	$ 77.01
Xcel Energy	925587150	304182684 - 231 W 4th Ave Unit Pump	$ 112.00
Xcel Energy	925587150	304920983 - 100 Waterfall Way	$ 56.46
Xcel Energy	925587150	304920986 - 101 Waterfall Way	$ 102.10
Poudre Valley REA	135 0525	2880 Branding Iron Power	$ 76.97
Poudre Valley REA	135 0525	CO RD 21 and 76 1/2-water tank	$ 2,156.11
Xcel Energy	925587150	300954583 - 20/15 2-6-67 Sewage Plant	$ 3,353.03
Xcel Energy	925587150	302039930 - 1236 1/2 Baldridge Dr Unit Lift	$ 281.33
Poudre Valley REA	135 0525	629 Shoreview Pkwy-Lift Station	$ 355.48
Waste Management of Colorado, Inc	5380521-2534-0	PW Trash Service	$ 38.23
Waste Management of Colorado, Inc	5380521-2534-0	PW Trash Service	$ 38.23
Waste Management of Colorado, Inc	5380521-2534-0	PW Trash Service	$ 38.23

TOWN OF SEVERANCE
PAYABLES
5/1/25 - 5/31/25

Vendor Name	Invoice Number	Description	Amount Paid
Waste Management of Colorado, Inc	5380521-2534-0	PW Trash Service	$ 38.22
Waste Management of Colorado, Inc	5380521-2534-0	PW Trash Service	$ 38.22
ELAN Corporate Payment Systems	8100 0525	CO LTAP LTAP course	$ 50.00
ELAN Corporate Payment Systems	8100 0525	DROPBOX FAX MONTHLY Monthly Subscription	$ 29.97
ELAN Corporate Payment Systems	8100 0525	MSFT * E0200W2C0I Azure	$ 348.75
ELAN Corporate Payment Systems	8100 0525	GREELEY TRIBUNE CIRC	$ 89.96
ELAN Corporate Payment Systems	8100 0525	EZCATER*NEWKS EATERY Citizen Advisory Board meeting meal 5.7.25	$ 233.43
ELAN Corporate Payment Systems	8100 0525	EZCATER*SEXY SAMMIES	$ 253.85
ELAN Corporate Payment Systems	8100 0525	EZCATER*PF CHANGS	$ 238.00
ELAN Corporate Payment Systems	8100 0525	CBI ONLINE	$ 6.00
ELAN Corporate Payment Systems	8100 0525	ANYDESK AMERICAS INC Anydesk subscription to stream Council and Board meetings.	$ 430.80
ELAN Corporate Payment Systems	8100 0525	APPLE.COM/BILL	$ 19.99
ELAN Corporate Payment Systems	8100 0525	CCCMA Annual Membership	$ 340.00
ELAN Corporate Payment Systems	8100 0525	OPENAI *CHATGPT SUBSCR monthly subscription	$ 20.00
ELAN Corporate Payment Systems	8100 0525	CCCMA annual due	$ 270.00
ELAN Corporate Payment Systems	8100 0525	HAMPTON INNS PIO FBI Leeda class in Parker	$ 444.00
ELAN Corporate Payment Systems	8100 0525	TST*WEKNEADDONUTS - Community Garden Kick-Off Event food	$ 25.74
ELAN Corporate Payment Systems	8100 0525	TST* THE HUMAN BEAN - Community Garden Kick-off event food	$ 27.95
ELAN Corporate Payment Systems	8100 0525	GEORGIA BOYS BBQ GRE PW appreciation week	$ 415.49
ELAN Corporate Payment Systems	8100 0525	GEORGIA BOYS BBQ GRE PD appreciation week	$ 415.49
ELAN Corporate Payment Systems	8100 0525	MR. YO'S LLC Donuts with the police at range view	$ 57.50
ELAN Corporate Payment Systems	8100 0525	CHICK-FIL-A #03676 Lunch with the mayor at range view	$ 83.23
ELAN Corporate Payment Systems	8100 0525	SIGNS365.COM Street signs for concerts	$ 352.00
ELAN Corporate Payment Systems	8100 0525	IN *SMART DOCUMENT MANAGE Paper shredding for clean up days	$ 575.00
ELAN Corporate Payment Systems	8100 0525	SAMSCLUB.COM Sams Club Office Supplies Order	$ 58.94
ELAN Corporate Payment Systems	8100 0525	SAMSCLUB.COM Sams Club Office Supplies order	$ 73.37
ELAN Corporate Payment Systems	8100 0525	SAMSCLUB.COM Sams Club Office Order	$ 55.80
ELAN Corporate Payment Systems	8100 0525	VISTAPRINT	$ 73.97
ELAN Corporate Payment Systems	8100 0525	CBI ONLINE	$ 6.00
ELAN Corporate Payment Systems	8100 0525	OPENAI *CHATGPT SUBSCR Monthly Subscription	$ 20.00
ELAN Corporate Payment Systems	8100 0525	TLF*LIL FLOWER SHOP Clerk Week	$ 80.00
ELAN Corporate Payment Systems	8100 0525	OPENAI *CHATGPT SUBSCR chatGPT subscription	$ 20.00
ELAN Corporate Payment Systems	8100 0525	APPLE.COM/BILL iCloud Subscription	$ 0.99
ELAN Corporate Payment Systems	8100 0525	SMARTFORCE Citizen contact extra seats for new hires	$ 17.71
ELAN Corporate Payment Systems	8100 0525	CITY MARKET #7414 FUEL Fuel while attending CATI Conference in Steamboat Springs, CO	$ 49.95
ELAN Corporate Payment Systems	8100 0525	STARBUCKS C CNTR DEN Food attending Daniel Defense Armorer Course in GA.	$ 16.52
ELAN Corporate Payment Systems	8100 0525	THRIFTY CAR RENTAL 610 Rental car for who attended Daniel Defense Armorer Course in GA.	$ 195.58
ELAN Corporate Payment Systems	8100 0525	SPO*STINGRAY'S Food for attending Daniel Defense Armorer Course in GA.	$ 50.02
ELAN Corporate Payment Systems	8100 0525	LOVE'S #0778 INSIDE	$ 20.94
ELAN Corporate Payment Systems	8100 0525	TST*FROSTY FROG CAFE Food for attending Daniel Defense Armorer Course in GA.	$ 21.49
ELAN Corporate Payment Systems	8100 0525	WENDYS #31 Food for attending Daniel Defense Armorer Course in GA	$ 13.98
ELAN Corporate Payment Systems	8100 0525	LOVE'S #0778 INSIDE For who attended the Daniel Defense Armorer Course in GA	$ 14.32
ELAN Corporate Payment Systems	8100 0525	LOVE'S #0778 OUTSIDE Gas for rental car for attending Daniel Defense Armorer Course in GA	$ 37.00
ELAN Corporate Payment Systems	8100 0525	GREAT AMER BAGEL SAV For who attended the Daniel Defense Armorer Course in GA.	$ 23.83
ELAN Corporate Payment Systems	8100 0525	SWETT'S Food for attending Daniel Defense Armorer Course in GA	$ 22.68
ELAN Corporate Payment Systems	8100 0525	DEN PUBLIC PARKING Parking for who attended Daniel Defense Armorer Course in GA	$ 24.00
ELAN Corporate Payment Systems	8100 0525	THRIFTY CAR RENTAL 610 Rental Car for who attended Daniel Defense Armorers Course in GA.	$ (28.99)
ELAN Corporate Payment Systems	8100 0525	CABIN AT GRAND HOTEL	$ 20.00
ELAN Corporate Payment Systems	8100 0525	TST*THE WELSH RABBIT - C gift basket for national firefighter week	$ 118.78
ELAN Corporate Payment Systems	8100 0525	BADGEANDWALLET.COM Purchase of badges for Sgt. Arvisais and Officer Mallory	$ 569.00
ELAN Corporate Payment Systems	8100 0525	CO LTAP LTAP course	$ 100.00
ELAN Corporate Payment Systems	8100 0525	RED WING SHOES #608 work boots	$ 174.99
ELAN Corporate Payment Systems	8100 0525	HARBOR FREIGHT TOOLS 62 Tarps are to cover the mag tanks and sanders of the plow trucks.	$ 112.92
ELAN Corporate Payment Systems	8100 0525	TST* WING SHACK - WINDSO Lunch last day.	$ 144.24
ELAN Corporate Payment Systems	8100 0525	CBI ONLINE New Employee Background Check	$ 6.00
ELAN Corporate Payment Systems	8100 0525	MURDOCH'S RANCH&HOME #46 work boots 2025	$ 119.15
ELAN Corporate Payment Systems	8100 0525	THE HOME DEPOT #1544 Bolts for new Parks Trailer, Markers for marking holes, New drill bits, New Leaf rake, replacem	$ 160.79
ELAN Corporate Payment Systems	8100 0525	EATON GROVE NURSERY	$ 200.10
ELAN Corporate Payment Systems	8100 0525	HARBOR FREIGHT TOOLS 62 3 pump for wastewater	$ 989.98
ELAN Corporate Payment Systems	8100 0525	SP JETPACK STICKERS Community Garden sign sticker	$ 23.99
Comcast	240567243	Town Hall Internet	$ 449.21
Comcast	240567243	PD Internet	$ 449.21
Waste Management of Colorado, Inc	5387767-2534-2	PD Roll Off Trash Service	$ 307.79
Waste Management of Colorado, Inc	5387767-2534-2	PW/Roll Off Trash Service	$ 184.67
Comcast	240567243	PW Internet	$ 299.36
Waste Management of Colorado, Inc	5387767-2534-2	PW/Roll Off Trash Service	$ 184.67
Waste Management of Colorado, Inc	5387767-2534-2	PW/Roll Off Trash Service	$ 184.67
Waste Management of Colorado, Inc	5387767-2534-2	PW/Roll Off Trash Service	$ 184.67
Waste Management of Colorado, Inc	5387767-2534-2	PW/Roll Off Trash Service	$ 184.67
La Salle Oil Co.	199048	Fuel	$ 1,974.29
Smart Document Management	330078	Document Shredding-Town Hall	$ 53.00
Beavers Fish Farm Inc	3376	Fishing Derby	$ 625.00
ODP Business Solutions	4.23606E+11	PAPER,X-9,8.5X11"	$ 79.16
Federal Savings Bank	05272025	Partial Release of Deed of Trust	$ 5,350.00
AED Authority	58880.1	ZOLL® AED Plus® SEMI Auto Package:	$ 17,512.00
Frontier Business Products	975388	PD - 96081 Color Copies	$ 56.42
EAS Tire & Auto LLC	35961	Unit#007 Service	$ 3,437.00
ODP Business Solutions	35924	Unit#005 Service	$ 287.77
ODP Business Solutions	35950	Unit#004 Service	$ 1,524.57
Ken Garff Ford Greeley	200828	Unit # 020 2025 Ford Police	$ 1,151.04
Frontier Business Products	975388	96081 Copy Machine	$ 108.84
Galls, LLC	031407992	872V HOOK LINED 2.25 IN DUTY BELT	$ 100.50
Kinsco	00110892-1	Uniforms - Chris Hill	$ 1,460.00
Kinsco	00110996-0	Uniforms - Chris Hill	$ 20.00
Kinsco	00110997-0	Uniforms Michael Mallory	$ 1,920.49
Comcast	0007882 0525	10000 E Harmony Rd	$ 246.68
MAC Equipment, Inc.	509637	Oil Coolerm Adapter Harness, Kohler Pro #552	$ 127.19
Associated Landscape Contractors of CO	6101	Membership Renewal/ Parks	$ 294.00
MAC Equipment, Inc.	511169	Spool .95 Black Diamond	$ 269.95
Ayres Associates Inc.	222798	Town of Severance - Admin	$ 3,184.30
Colorado Civil Group Inc.	0042.0000.00-99	General Servies	$ 2,686.90
Colorado Civil Group Inc.	0042.0000.21-21	Design Criteria-Const.Standard	$ 2,223.76
Ayres Associates Inc.	222798	Saddler Ridge	$ 485.50
Colorado Civil Group Inc.	0042.0000.11-38	Pending Projects	$ 2,365.65
Colorado Civil Group Inc.	0042.0001.12-21	286 - Waterfowl Way Ext	$ 671.45
Colorado Civil Group Inc.	0042.0006.03-02	CP-2025-01 The Reserve Concept	$ 227.70
Colorado Civil Group Inc.	0042.0009.03-53	193 - Severance South	$ 7,266.89
Colorado Civil Group Inc.	0042.0009.05-01	PP-2025-01 WinDance	$ 915.00
Colorado Civil Group Inc.	0042.0014.03-25	Northgate Lake PreliminaryPlat	$ 322.18
Colorado Civil Group Inc.	0042.0017.03-03	ANNEX-2025-01 Cordero Estates	$ 108.75
Colorado Civil Group Inc.	0042.0024.01-09	#307 Bower North Annexation	$ 3,071.26
Ayres Associates Inc.	222798	307 Bower North	$ 1,425.00
Ayres Associates Inc.	222798	PP-2025-02 Buffalo Creek	$ 4,365.00
TK Excavating & Dirtwork	05272025	hydrant refund	$ 3,500.00
Colorado Civil Group Inc.	0042.0000.09-37	General Services - Water Fund	$ 1,048.00
Colorado Civil Group Inc.	0042.0506.12-10	NWCWD Coordination	$ 3,196.89

TOWN OF SEVERANCE
PAYABLES
5/1/25 - 5/31/25

Vendor Name	Invoice Number	Description	Amount Paid
Colorado Civil Group Inc.	0042.0506.03-19	W-2801 Water Treatment Plant	$ 2,315.63
Colorado Civil Group Inc.	0042.0507.00-66	WW-2004 Wastewater Master Plan	$ 650.01
Ayres Associates Inc.	222779	Town of Severance - Park G-25-CP	$ 6,946.28
Ayres Associates Inc.	222801	Severance CR80/23 Bridge Rehab CDOT	$ 985.00
Ayres Associates Inc.	222816	Town of Serverance - Traffic Signals Harmony/Ponderosa G-25-HPTL	$ 16,510.90
Colorado Civil Group Inc.	0042.0510.00-36	TR2201-TrafficSig 19&E.Harmony	$ 7,608.16
Colorado Civil Group Inc.	0042.0511.01-15	TR-2101 SH392-WCR23II Support Services	$ 2,080.63
Ayres Associates Inc.	222780	Town of Severance Timber Ridge to Fox ADMIN-2303	$ 1,834.40
Collins Control & Electric, Inc.	04918	Install of Generator G-25-PDEG	$ 62,539.43
Recreational Electrical, LLC	14081	Unit#004 Radar Install	$ 736.89
Colorado Civil Group Inc.	0042.0000.10-36	CIP ADMIN-2303 139	$ 2,004.38
Colorado Civil Group Inc.	0042.0000.13-06	Uitilty Project G-25-MPS 146	$ 2,075.00
		Total:	$ 918,992.66

Tue Jul 1st, 2025

Attn: Town Council and Stakeholders

Re: Financial Statement Review

The Interim Financial Statements for **May 2025** for the Town of Severance have been reviewed and can be published as part of the **July 8th, 2025**, Town Council Consent Agenda.

All the best,

Efrain Lemus, MBA, CPA
Finance Director

TOWN OF SEVERANCE

COMBINED CASH INVESTMENT

MAY 31, 2025

COMBINED CASH ACCOUNTS

01-100700	CASH ON HAND	2,258
01-101000	BANK OF CO- CHECKING ***1469	169,044
01-101500	BANK OF CO CREDIT CARD ***1481	11,311
01-101600	BANK OF CO CASH OUTLAY ***8205	(156,084)
01-102100	COLOTRUST - 8001	17,488,709
01-102110	COLOTRUST - 4001	1,056
01-102180	UMB SAFEKEEPING	48,482,359
01-106000	XPRESS DEPOSIT ACCOUNT	19,434
01-107700	CASH CLEARING - WSFR	(39,927)
01-107800	CASH CLEARING - SD RE-4	(14,580)
	TOTAL COMBINED CASH	65,963,579
01-100000	CASH ALLOCATED TO OTHER FUNDS	(65,963,579)
	TOTAL UNALLOCATED CASH	

CASH ALLOCATION RECONCILIATION

10	ALLOCATION TO GENERAL FUND	26,481,482
11	ALLOCATION TO CONSERVATION TRUST FUND	365,408
12	ALLOCATION TO TRANSPORTATION FUND	4,399,668
13	ALLOCATION TO PARKS FUND	542,120
14	ALLOCATION TO PUBLIC FACILITIES FUND	571,951
15	ALLOCATION TO PUBLIC SAFETY FUND	380,346
41	ALLOCATION TO FLEET FUND	598,197
51	ALLOCATION TO WATER FUND	17,851,327
52	ALLOCATION TO WASTEWATER FUND	14,960,256
53	ALLOCATION TO STORMWATER FUND	1,806,322
75	ALLOCATION TO CAPITAL PROJECTS	(1,993,499)
	TOTAL ALLOCATIONS TO OTHER FUNDS	65,963,579
	ALLOCATION FROM COMBINED CASH FUND - 01-100000	(65,963,579)
	ZERO PROOF IF ALLOCATIONS BALANCE	

TOWN OF SEVERANCE
BALANCE SHEET
MAY 31, 2025

GENERAL FUND

	ASSETS			
10-100000	CASH - COMBINED FUND		26,481,482	
10-105000	TAXES RECEIVABLE		679,463	
10-105300	CASH W/ WELD COUNTY TREASURER		147,852	
10-115000	ACCOUNTS RECEIVABLE		4,287	
10-115010	FUEL INVENTORY		4,364	
10-115011	DIESEL INVENTORY		3,922	
10-115100	OTHER ACCOUNTS RECEIVABLE		3,241	
10-120000	DEVELOPER RECEIVABLES		32,748	
10-131000	DUE FROM OTHER GOVERNMENTS		194,816	
	TOTAL ASSETS			27,552,175
	LIABILITIES AND EQUITY			
	LIABILITIES			
10-202000	ACCOUNTS PAYABLE		124,897	
10-203000	CUSTOMER DEPOSITS-DEVELOPERS		73,742	
10-203500	CUSTOMER DEPOSITS-RENTALS		1,900	
10-204000	OTHER ACCRUED EXPENSES		16,321	
10-211400	COLORADO UNEMPLOYMENT PAYABLE		1,016	
10-211650	AFLAC PAYABLE		1,029	
10-211710	DISABILITY INSURANCE PAYABLE		(4,404)	
10-211750	LIFE INSURANCE PAYABLE		110	
10-211800	DEFERRED PROPERTY TAXES		679,463	
10-223000	DEFERRED INFLOWS OF RESOURCES		3,241	
	TOTAL LIABILITIES			897,315
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
10-290000	FUND BALANCE	24,024,491		
	REVENUE OVER EXPENDITURES - YTD	2,630,369		
	BALANCE - CURRENT DATE		26,654,860	
	TOTAL FUND EQUITY			26,654,860
	TOTAL LIABILITIES AND EQUITY			27,552,175

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
REVENUE						
	TAXES					
10-31-1000	PROPERTY TAX	125,721	1,398,636	2,076,298	677,662	67.4
10-31-3000	SALES TAX	194,866	763,786	2,050,000	1,286,214	37.3
10-31-4000	USE TAX	33,188	2,207,210	600,000	(1,607,210)	367.9
10-31-8100	SEVERANCE TAX (OIL & GAS)			100,000	100,000	.0
10-31-8200	FRANCHISE	9,948	97,155	200,000	102,845	48.6
10-31-9000	INTEREST / DELINQUENT TAX	107	178	623	445	28.6
	TOTAL TAXES	363,830	4,466,966	5,026,921	559,955	88.9
	LICENSES & PERMITS					
10-32-1000	BUSINESS LICENSE	275	1,925		(1,925)	.0
10-32-1100	LIQUOR LICENSE	200	1,300	500	(800)	260.0
10-32-2000	HOME BASED BUSINESS FEES	500	1,750	250	(1,500)	700.0
10-32-2100	BUILDING PERMIT & LICENSE	58,978	173,848	657,500	483,652	26.4
10-32-2600	ANIMAL LICENSES	30	526	540	14	97.5
10-32-3100	PLANNING ADMINISTRATION FEE	6,254	15,651	30,000	14,349	52.2
10-32-3400	OFFICE ADMINISTRATION FEE	17,659	50,864	200,000	149,136	25.4
10-32-4100	ROW/HUNT/SIGN/DEVELOP. PERMITS	3,050	26,150	18,000	(8,150)	145.3
10-32-4150	SOLICITOR LICENSES	860	860	2,000	1,140	43.0
	TOTAL LICENSES & PERMITS	87,806	272,874	908,790	635,916	30.0
	INTERGOVERNMENTAL					
10-33-4000	STATE GRANTS		1,342		(1,342)	.0
10-33-5000	HIGHWAY USERS	33,037	126,723	216,634	89,911	58.5
10-33-5050	MINERAL LEASE			50,000	50,000	.0
10-33-5100	MOTOR VEHICLE FEES	10,343	40,498	60,213	19,715	67.3
10-33-5200	COUNTY ROAD & BRIDGE	5,344	26,720	91,357	64,637	29.3
10-33-5300	SPECIFIC OWNERSHIP TAX	7,602	36,790	91,357	54,567	40.3
10-33-5600	CIGARETTE TAX	327	1,134	3,000	1,866	37.8
10-33-6000	SHARED REVENUE WINDSOR	(63,940)	71,528	200,000	128,472	35.8
	TOTAL INTERGOVERNMENTAL	(7,288)	304,736	712,561	407,825	42.8
	CHARGES FOR SERVICES					
10-34-1100	COURT COSTS	300	1,230	2,880	1,650	42.7
10-34-1200	POLICE REVENUE		16,923	62,431	45,508	27.1
10-34-1400	COPIES & REPORTS	98	777	2,000	1,223	38.9
	TOTAL CHARGES FOR SERVICES	398	18,930	67,311	48,381	28.1

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	FINES & FORFEITS					
10-35-1000	MUNICIPAL COURT FINES	4,897	26,200	45,000	18,801	58.2
10-35-1100	SURCHARGE	260	1,303	1,920	618	67.8
10-35-1300	RESTITUTION - TOWN		3,204		(3,204)	.0
	TOTAL FINES & FORFEITS	5,157	30,706	46,920	16,214	65.4
	MISCELLANEOUS					
10-36-1000	RETURN CHECK CHARGES	225	1,110	2,500	1,390	44.4
10-36-2000	OTHER MISCELLANEOUS REVENUE	274	6,424	3,000	(3,424)	214.1
10-36-3000	RENT	7,264	32,349	75,270	42,921	43.0
10-36-3500	INTEREST AND DIVIDENDS	62,382	267,581	517,170	249,589	51.7
10-36-3550	CHANGE IN MARKET VALUE	(84,315)	232,594		(232,594)	.0
10-36-4500	MATERIALS AND LABOR		2,964	2,000	(964)	148.2
10-36-5000	SPECIAL EVENT REVENUE	5,875	38,213	70,000	31,788	54.6
10-36-8050	OIL AND GAS ROYALTIES	511	8,956		(8,956)	.0
	TOTAL MISCELLANEOUS	(7,784)	590,191	669,940	79,749	88.1
	TOTAL FUND REVENUE	442,118	5,684,402	7,432,443	1,748,041	76.5

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
EXPENDITURES						
	LEGISLATIVE					
10-41-1100	REGULAR STAFF WAGES	7,788	37,419	109,605	72,186	34.1
10-41-1102	OVERTIME			100	100	.0
10-41-1104	RETIREMENT 457	228	1,115	3,420	2,305	32.6
10-41-1105	BOARD OF TRUSTEE FEES	1,950	8,900	36,000	27,100	24.7
10-41-1130	FICA/MEDICARE	745	3,543	11,139	7,596	31.8
10-41-1140	WORKERS COMPENSATION		988	1,930	942	51.2
10-41-1150	UNEMPLOYMENT	15	74	272	198	27.4
10-41-1160	HEALTH INSURANCE	874	4,369	10,488	6,119	41.7
10-41-1161	DISABILITY INSURANCE	142	527	2,184	1,657	24.2
10-41-2100	LEGAL FEES	17,229	84,792	83,000	(1,792)	102.2
10-41-3150	TELEPHONE	59	226	1,219	993	18.6
10-41-3180	MILEAGE			50	50	.0
10-41-3210	INSURANCE AND BONDS	135	2,831	4,753	1,922	59.6
10-41-3320	PRINTING		3,422	25,200	21,778	13.6
10-41-3330	PUBLISHING/RECORDING	67	240	3,000	2,760	8.0
10-41-3350	ORDINANCE CODIFICATION			12,000	12,000	.0
10-41-3810	DUES/MEMBERSHIPS/SUBSCRIPTIONS	90	5,768	11,500	5,732	50.2
10-41-3820	CONTINUING EDUCATION	180	6,045	24,000	17,955	25.2
10-41-3825	MEETING/MEALS	725	5,550	12,100	6,550	45.9
10-41-3990	MISCELLANEOUS	6	274	525	251	52.3
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	7,914	23,060	53,178	30,118	43.4
10-41-4350	SAFETY			10,000	10,000	.0
10-41-4530	VEHICLE & EQUIP AMORTIZATION	165	825	1,980	1,155	41.7
10-41-4810	UNIFORMS			4,000	4,000	.0
10-41-4990	SUPPLIES	139	352	1,680	1,328	20.9
10-41-5500	TOWN COUNCIL DISCRETIONARY	2,429	17,372	200,000	182,628	8.7
10-41-5560	TREE BOARD		226	2,000	1,775	11.3
10-41-5570	PLANNING COMMISSION		395	2,000	1,605	19.7
	TOTAL LEGISLATIVE	40,880	208,371	640,983	432,612	32.5
	ELECTIONS					
10-42-3310	WELD CO COORDINATED ELECTION			15,200	15,200	.0
	TOTAL ELECTIONS			15,200	15,200	.0

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	JUDICIAL					
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		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	1,700	5,100	13,663	8,563	37.3
10-43-2110	MUNICIPAL JUDGE	800	3,200	9,600	6,400	33.3
10-43-3150	TELEPHONE	20	75	407	332	18.5
10-43-3210	INSURANCE AND BONDS	68	1,415	2,377	962	59.6
10-43-3820	EDUCATION		480	1,000	520	48.0
10-43-3830	TRANSLATOR/JUROR FEES		51	630	579	8.2
10-43-4310	COURT SUPPLIES	38	53	525	472	10.1
10-43-4810	UNIFORMS			200	200	.0
	TOTAL JUDICIAL	2,625	10,869	80,328	69,459	13.5

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	ADMINISTRATION					
10-44-1100	REGULAR STAFF WAGES	24,538	116,186	342,201	226,015	34.0
10-44-1102	OVERTIME			400	400	.0
10-44-1104	RETIREMENT	883	4,312	11,217	6,905	38.4
10-44-1130	FICA/MEDICARE	1,863	8,868	26,178	17,310	33.9
10-44-1140	WORKERS COMPENSATION		3,259	6,369	3,110	51.2
10-44-1150	UNEMPLOYMENT	50	236	684	448	34.6
10-44-1160	HEALTH & LIFE INSURANCE	1,938	9,733	24,267	14,534	40.1
10-44-1161	DISABILITY INSURANCE	321	1,113	5,133	4,020	21.7
10-44-2150	HR SERVICES	49	11,502	75,000	63,498	15.3
10-44-2990	OTHER PROFESSIONAL FEES		53	15,000	14,947	.4
10-44-3110	UTILITIES	1,063	6,396	15,289	8,893	41.8
10-44-3150	TELEPHONE	949	4,029	5,755	1,726	70.0
10-44-3175	BUILDING REPAIRS & MAINTENANCE	1,529	14,428	15,000	572	96.2
10-44-3177	VEHICLE REPAIRS & MAINTENANCE			3,163	3,163	.0
10-44-3210	INSURANCE AND BONDS	446	9,692	15,683	5,991	61.8
10-44-3220	CIRSA DEDUCTIBLES			1,575	1,575	.0
10-44-3810	DUES/MEMBERSHIPS/SUBSCRIPTIONS	630	1,967	3,400	1,433	57.9
10-44-3820	CONTINUING EDUCATION	444	4,398	11,000	6,602	40.0
10-44-3825	MEALS/MISCELLANEOUS	1,025	1,509	10,000	8,491	15.1
10-44-3990	MISCELLANEOUS SERVICES/COPIER	503	1,573	6,615	5,042	23.8
10-44-3992	SPECIAL EVENT EXPENDITURE	28,052	61,903	200,000	138,097	31.0
10-44-4000	ADVERTISING		1,580	10,000	8,420	15.8
10-44-4310	OFFICE SUPPLIES	341	1,874	7,770	5,896	24.1
10-44-4320	COMPUTER REPLACE./AUDIO VISUAL	6	248	16,300	16,052	1.5
10-44-4330	COMPUTER SUPPORT AND MAINT	3,118	15,581	34,647	19,066	45.0
10-44-4340	POSTAGE	502	1,004	3,465	2,461	29.0
10-44-4350	SAFETY			10,000	10,000	.0
10-44-4360	WELLNESS	400	2,246	25,000	22,754	9.0
10-44-4390	OTHER OFFICE EXPENSE		729	3,000	2,271	24.3
10-44-4520	VEHICLE FUEL	247	388	1,110	722	35.0
10-44-4530	VEHICLE & EQUIP AMORTIZATION	295	1,475	3,540	2,065	41.7
10-44-4810	UNIFORMS		190	2,000	1,810	9.5
10-44-4850	UNANTICIPATED EXP/CONTINGENCY	22,942	21,810	50,000	28,190	43.6
10-44-4990	MISCELLANEOUS SUPPLIES	22	22	1,470	1,448	1.5
10-44-8000	LEASE PAYMENT		221		(221)	.0
	TOTAL ADMINISTRATION	92,157	308,524	962,231	653,707	32.1

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	FINANCE					
10-45-1100	REGULAR STAFF WAGES	14,401	85,125	278,601	193,476	30.6
10-45-1102	OVERTIME			100	100	.0
10-45-1104	RETIREMENT 457	432	2,549	7,791	5,242	32.7
10-45-1130	FICA/MEDICARE	1,022	6,161	18,315	12,154	33.6
10-45-1140	WORKERS COMPENSATION		3,457	6,755	3,298	51.2
10-45-1150	UNEMPLOYMENT	29	170	557	387	30.6
10-45-1160	HEALTH & LIFE INSURANCE	3,288	15,801	44,596	28,795	35.4
10-45-1161	DISABILITY INSURANCE	345	1,249	3,591	2,342	34.8
10-45-2200	AUDIT & ACCOUNTING FEES	14,000	14,000	35,500	21,500	39.4
10-45-3150	TELEPHONE	181	947	1,753	806	54.0
10-45-3210	INSURANCE AND BONDS	434	10,219	16,633	6,414	61.4
10-45-3315	WELD COUNTY TREASURER FEE	1,265	13,995	20,800	6,805	67.3
10-45-3340	BANK CHARGES	40	150	1,050	900	14.3
10-45-3810	DUES/MEMBERSHIPS/SUBSCRIPTIONS	21	23	210	187	10.9
10-45-3820	CONTINUING EDUCATION		815	13,000	12,185	6.3
10-45-3825	MEALS/MISCELLANEOUS		129	1,000	871	12.9
10-45-4310	OFFICE SUPPLIES		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	651	2,083	7,259	5,176	28.7
10-45-4350	SAFETY			10,000	10,000	.0
10-45-4810	UNIFORMS	57	338	2,300	1,963	14.7
	TOTAL FINANCE	36,166	157,760	484,686	326,926	32.6

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	PUBLIC SAFETY					
10-51-1100	REGULAR STAFF WAGES	94,450	477,764	1,424,493	946,729	33.5
10-51-1102	OVERTIME	13,750	58,064	60,000	1,936	96.8
10-51-1104	RETIREMENT	421	2,066	8,976	6,910	23.0
10-51-1107	CONTRACTED SECURITY SERVICES	917	1,283	15,000	13,717	8.6
10-51-1130	FICA/MEDICARE	2,376	11,720	31,969	20,249	36.7
10-51-1140	WORKERS COMPENSATION		15,803	30,879	15,076	51.2
10-51-1150	UNEMPLOYMENT	219	1,077	2,849	1,772	37.8
10-51-1155	POLICE PENSION	7,530	38,164	177,607	139,443	21.5
10-51-1160	HEALTH INSURANCE	13,246	69,539	212,046	142,507	32.8
10-51-1161	DISABILITY INSURANCE	3,985	18,144	21,367	3,223	84.9
10-51-2300	MEDICAL		815	2,730	1,916	29.8
10-51-2310	PSYCHOLOGICAL	900	1,950	1,680	(270)	116.1
10-51-2900	CONTRACT POLICE SERVICES	5,156	18,575	52,500	33,925	35.4
10-51-2990	OTHER PROFESSIONAL FEES	611	15,134	28,350	13,216	53.4
10-51-3110	UTILITIES	2,038	8,270	5,796	(2,474)	142.7
10-51-3150	TELEPHONE/PAGERS	1,935	8,689	21,081	12,392	41.2
10-51-3173	REPAIRS & MAINTENANCE - EQUIPM		285		(285)	.0
10-51-3175	BUILDING REPAIRS & MAINTENANCE	1,489	8,381	5,000	(3,381)	167.6
10-51-3177	VEHICLE REPAIRS & MAINTENANCE	6,400	41,643	34,686	(6,957)	120.1
10-51-3180	MILEAGE			50	50	.0
10-51-3210	INSURANCE AND BONDS	2,163	45,293	76,037	30,744	59.6
10-51-3320	PRINTING/FORMS	109	933	3,000	2,067	31.1
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		104	1,000	896	10.4
10-51-3810	DUES/MEMBERSHIPS/SUBSCRIPTIONS	18	1,218	1,000	(218)	121.8
10-51-3820	CONTINUING EDUCATION & TRAIN	461	5,544	22,000	16,456	25.2
10-51-3825	MEALS/MISCELLANEOUS	139	466	2,000	1,534	23.3
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	1,000	799	20.1
10-51-4300	OFFICE FURNITURE			1,140	1,140	.0
10-51-4310	OFFICE SUPPLIES		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	5,794	36,544	65,634	29,090	55.7
10-51-4350	SAFETY			10,000	10,000	.0
10-51-4520	VEHICLE FUEL	2,019	9,400	29,350	19,950	32.0
10-51-4530	VEHICLE & EQUIP AMORTIZATION	4,221	21,104	27,900	6,796	75.6
10-51-4720	EQUIPMENT FOR PATROL		2,719	7,500	4,781	36.3
10-51-4730	EQUIPMENT FOR TRAINING		8,056	2,835	(5,221)	284.2
10-51-4740	EQUIPMENT FOR INVEST./EVIDENCE		290	2,205	1,915	13.2
10-51-4810	UNIFORMS	6,180	10,150	25,000	14,850	40.6
10-51-4990	MISCELLANEOUS SUPPLIES		270	3,465	3,195	7.8
	TOTAL PUBLIC SAFETY	176,526	1,016,603	2,515,580	1,498,977	40.4

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	STREETS / MAINTENANCE					
10-61-1100	REGULAR STAFF WAGES	20,352	75,214	260,980	185,766	28.8
10-61-1102	OVERTIME	369	1,576	2,700	1,124	58.4
10-61-1104	RETIREMENT	611	2,103	9,270	7,167	22.7
10-61-1130	FICA/MEDICARE	1,497	5,583	19,492	13,909	28.6
10-61-1140	WORKERS COMPENSATION		4,247	8,299	4,052	51.2
10-61-1150	UNEMPLOYMENT	41	153	522	369	29.4
10-61-1160	HEALTH & LIFE INSURANCE	4,866	15,859	74,224	58,365	21.4
10-61-1161	DISABILITY INSURANCE	155	616	2,248	1,632	27.4
10-61-2990	OTHER PROFESSIONAL FEES	291	1,060	1,155	95	91.8
10-61-3110	UTILITIES	465	2,231	744	(1,487)	299.8
10-61-3150	TELEPHONE	376	2,101	1,794	(307)	117.1
10-61-3161	STREET LIGHTING	7,126	32,646	78,750	46,104	41.5
10-61-3162	TRAFFIC LIGHTS			2,000	2,000	.0
10-61-3172	REPAIRS & MAINTENANCE - STREET	51,831	62,481	179,000	116,519	34.9
10-61-3173	REPAIRS & MAINTENANCE - EQUIPM	303	7,940	12,500	4,560	63.5
10-61-3175	BUILDING REPAIRS & MAINTENANCE	125	825	1,800	975	45.8
10-61-3177	VEHICLE REPAIRS & MAINTENANCE		2,330	11,712	9,382	19.9
10-61-3210	INSURANCE AND BONDS	581	12,172	20,435	8,263	59.6
10-61-3810	DUES/MEMBERSHIPS/SUBSCRIPTIONS			500	500	.0
10-61-3820	CONTINUING EDUCATION	122	767	3,800	3,033	20.2
10-61-3825	MEAL, MEETING, TRAVEL EXPENSE		116	1,000	884	11.6
10-61-4310	OFFICE SUPPLIES		59	500	441	11.8
10-61-4311	STREET SUPPLIES	1,055	1,252	3,885	2,633	32.2
10-61-4330	COMPUTER SUPPORT & MAINTENANCE	2,141	18,865	29,791	10,926	63.3
10-61-4350	SAFETY	390	653	10,000	9,347	6.5
10-61-4520	VEHICLE FUEL	978	4,848	11,160	6,312	43.4
10-61-4530	VEHICLE & EQUIP AMORTIZATION	1,285	6,425	15,419	8,995	41.7
10-61-4810	UNIFORMS	435	1,017	2,200	1,183	46.2
10-61-4990	MISCELLANEOUS SUPPLIES		358	2,310	1,952	15.5
10-61-5000	STREET SIGNS	281	3,455	14,910	11,455	23.2
	TOTAL STREETS / MAINTENANCE	95,676	266,951	783,100	516,149	34.1
	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	13,883	46,486	60,000	13,514	77.5
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	10,417	25,000	14,583	41.7
	TOTAL SNOW	15,966	84,128	104,800	20,672	80.3

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	PUBLIC WORKS OVERHEAD					
10-64-1102	OVERTIME			3,500	3,500	.0
10-64-3110	UTILITIES	599	9,125	26,049	16,924	35.0
10-64-3175	BUILDING REPAIRS & MAINTENANCE	125	12,430	20,000	7,570	62.2
10-64-3690	MOSQUITO CONTROL	6,340	12,680	40,000	27,320	31.7
10-64-3825	MEALS, MEETINGS AND TRAVEL	144	236	1,500	1,264	15.7
10-64-3990	MISCELLANEOUS SERVICES	277	1,179	1,890	711	62.4
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	51	708	3,360	2,652	21.1
10-64-5001	TORNADO SIRENS			945	945	.0
	TOTAL PUBLIC WORKS OVERHEAD	7,537	36,359	108,434	72,075	33.5
	PARKS / GREEN SPACE					
10-65-1100	REGULAR STAFF WAGES	16,244	74,488	150,121	75,633	49.6
10-65-1101	PART-TIME STAFF WAGES			49,521	49,521	.0
10-65-1102	OVERTIME		374	2,800	2,426	13.4
10-65-1104	RETIREMENT	487	2,087	4,322	2,235	48.3
10-65-1130	FICA/MEDICARE	1,159	5,378	14,385	9,007	37.4
10-65-1140	WORKERS COMPENSATION		3,161	6,176	3,015	51.2
10-65-1150	UNEMPLOYMENT	33	150	416	266	36.0
10-65-1160	HEALTH & LIFE INSURANCE	3,661	17,054	34,393	17,339	49.6
10-65-1161	DISABILITY INSURANCE	312	1,216	2,821	1,605	43.1
10-65-2990	OTHER PROFESSIONAL FEES	6	111		(111)	.0
10-65-3110	UTILITIES	739	6,402	20,370	13,968	31.4
10-65-3150	TELEPHONE/PAGERS	119	739	2,284	1,545	32.4
10-65-3171	VANDALISM	621	3,490	5,000	1,510	69.8
10-65-3172	TREE & LANDSCAPE MAINTENANCE			2,520	2,520	.0
10-65-3173	REPAIRS & MAINTENANCE - EQUIPM	4,626	9,024	25,900	16,876	34.8
10-65-3175	BUILDING REPAIRS & MAINTENANCE	125	1,726	10,100	8,374	17.1
10-65-3176	GROUNDS MAINTENANCE		897	21,025	20,128	4.3
10-65-3177	VEHICLE REPAIRS & MAINTENANCE		2,330	10,283	7,953	22.7
10-65-3210	INSURANCE AND BONDS		8,626	15,208	6,582	56.7
10-65-3810	DUES/MEMBERSHIPS/SUBSCRIPTIONS	294	644	350	(294)	184.0
10-65-3820	CONTINUING EDUCATION	20	720	2,900	2,180	24.8
10-65-3825	MEETING/MEALS/TRAVEL			1,000	1,000	.0
10-65-3990	SERVICES	500	4,300	2,000	(2,300)	215.0
10-65-4310	OFFICE SUPPLIES		59		(59)	.0
10-65-4330	COMPUTER SUPPORT & MAINTENANCE	2,141	20,025	30,951	10,926	64.7
10-65-4350	SAFETY	1,347	1,594	10,000	8,406	15.9
10-65-4520	VEHICLE FUEL	485	2,137	10,960	8,823	19.5
10-65-4530	VEHICLE & EQUIP AMORTIZATION	243	1,216	2,919	1,703	41.7
10-65-4810	UNIFORMS	155	606	1,600	994	37.9
10-65-4990	SUPPLIES	478	1,236	9,870	8,634	12.5
10-65-6000	TREE CITY USA	396	4,974	37,300	32,326	13.3
10-65-7990	OTHER SMALL EQUIPMENT			3,045	3,045	.0
	TOTAL PARKS / GREEN SPACE	34,191	174,765	490,540	315,775	35.6

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	PLANNING					
10-70-1100	REGULAR STAFF WAGES	12,996	59,413	170,202	110,789	34.9
10-70-1102	OVERTIME			100	100	.0
10-70-1104	RETIREMENT	390	1,782	2,028	246	87.9
10-70-1130	FICA/MEDICARE	987	4,520	13,020	8,500	34.7
10-70-1140	WORKERS COMPENSATION		1,975	3,860	1,885	51.2
10-70-1150	UNEMPLOYMENT	26	119	340	221	35.0
10-70-1160	HEALTH & LIFE INSURANCE	1,775	8,876	21,144	12,269	42.0
10-70-1161	DISABILITY INSURANCE	247	903	2,553	1,650	35.4
10-70-2400	ENGINEERING	11,685	27,207	60,000	32,793	45.3
10-70-2600	PLANNING SERVICES	2,540	14,152	45,000	30,848	31.5
10-70-2980	BUILDING INSPECTIONS & LICENSE	38,322	113,083	657,500	544,417	17.2
10-70-2990	OTHER PROFESSIONAL FEES			1,000	1,000	.0
10-70-3110	UTILITIES	77	296	787	491	37.7
10-70-3150	TELEPHONE	96	472	1,157	685	40.8
10-70-3210	INSURANCE AND BONDS	270	5,662	9,505	3,843	59.6
10-70-3810	DUES & MEMBERSHIPS			2,835	2,835	.0
10-70-3820	CONTINUING EDUCATION		2,361	3,000	639	78.7
10-70-3825	MEALS/MISCELLANEOUS/TRAVEL		24	1,000	976	2.4
10-70-4095	PENDING DEVELOPMENT PROJECTS	2,366	2,366		(2,366)	.0
10-70-4099	DEVELOPER EXP.TO BE REIMBURSED	(5,838)	21,674		(21,674)	.0
10-70-4310	OFFICE SUPPLIES	20	122	1,500	1,378	8.2
10-70-4330	COMPUTER SUPPORT			1,530	1,530	.0
10-70-4350	SAFETY			10,000	10,000	.0
10-70-4520	VEHICLE FUEL	5	60	2,190	2,130	2.7
10-70-4530	VEHICLE & EQUIP AMORTIZATION	165	825	1,980	1,155	41.7
10-70-4810	UNIFORMS			1,200	1,200	.0
10-70-4987	ECONOMIC DEVELOPMENT	(25)	508,811	1,015,000	506,189	50.1
10-70-4989	TRAIL DEVELOPMENT		15,000	15,000		100.0
	TOTAL PLANNING	66,104	789,703	2,043,431	1,253,728	38.7
	TOTAL FUND EXPENDITURES	567,828	3,054,033	8,229,313	5,175,280	37.1
	NET REVENUE OVER EXPENDITURES	(125,710)	2,630,369	(796,870)	(3,427,239)	330.1

TOWN OF SEVERANCE
BALANCE SHEET
MAY 31, 2025

CONSERVATION TRUST FUND

	ASSETS			
11-100000	CASH - COMBINED FUND		365,408	
	TOTAL ASSETS			365,408
	LIABILITIES AND EQUITY			
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
11-290000	FUND BALANCE	324,784		
	REVENUE OVER EXPENDITURES - YTD	40,624		
	BALANCE - CURRENT DATE		365,408	
	TOTAL FUND EQUITY			365,408
	TOTAL LIABILITIES AND EQUITY			365,408

CONSERVATION TRUST FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
REVENUE						
	INTERGOVERNMENTAL					
11-33-5900	COLORADO LOTTERY		33,527		(33,527)	.0
	TOTAL INTERGOVERNMENTAL		33,527		(33,527)	.0
	MISCELLANEOUS					
11-36-3500	INTEREST AND DIVIDENDS	865	3,797	4,810	1,013	78.9
11-36-3550	CHANGE IN MARKET VALUE	(1,227)	3,300		(3,300)	.0
	TOTAL MISCELLANEOUS	(362)	7,097	4,810	(2,287)	147.6
	TOTAL FUND REVENUE	(362)	40,624	4,810	(35,814)	844.6
	NET REVENUE OVER EXPENDITURES	(362)	40,624	4,810	(35,814)	844.6

TRANSPORTATION FUND

	ASSETS			
12-100000	CASH - COMBINED FUND		4,399,668	
12-115000	ACCOUNTS RECEIVABLE		62,502	
	TOTAL ASSETS			4,462,169
	LIABILITIES AND EQUITY			
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
12-290000	FUND BALANCE	3,961,330		
	REVENUE OVER EXPENDITURES - YTD	500,839		
	BALANCE - CURRENT DATE		4,462,169	
	TOTAL FUND EQUITY			4,462,169
	TOTAL LIABILITIES AND EQUITY			4,462,169

TRANSPORTATION FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
REVENUE						
	IMPACT FEES					
12-34-1000	TRANSPORTATION UTILITY FEE	63,261	314,435		(314,435)	.0
12-34-3000	TRANSPORTATION IMPACT FEE	123,755	254,882	800,000	545,118	31.9
	TOTAL IMPACT FEES	187,016	569,317	800,000	230,683	71.2
	MISCELLANEOUS					
12-36-3500	INTEREST AND DIVIDENDS	10,415	45,616	87,990	42,374	51.8
12-36-3550	CHANGE IN MARKET VALUE	(14,712)	39,652		(39,652)	.0
	TOTAL MISCELLANEOUS	(4,297)	85,268	87,990	2,722	96.9
	TOTAL FUND REVENUE	182,719	654,585	887,990	233,405	73.7

TRANSPORTATION FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
EXPENDITURES						
	STREETS CAPITAL OUTLAY					
12-61-7500	STREET IMPROVEMENTS		146,044	800,000	653,956	18.3
	TOTAL STREETS CAPITAL OUTLAY		146,044	800,000	653,956	18.3
	CR 74 IMPROVEMENTS PROJECT					
12-83-7500	CONSTRUCTION		7,701		(7,701)	.0
	TOTAL CR 74 IMPROVEMENTS PROJECT		7,701		(7,701)	.0
	TOTAL FUND EXPENDITURES		153,746	800,000	646,254	19.2
	NET REVENUE OVER EXPENDITURES	182,719	500,839	87,990	(412,849)	569.2

TOWN OF SEVERANCE
BALANCE SHEET
MAY 31, 2025

PARKS FUND

	ASSETS			
13-100000	CASH - COMBINED FUND		542,120	
	TOTAL ASSETS			542,120
	LIABILITIES AND EQUITY			
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
13-290000	FUND BALANCE	498,998		
	REVENUE OVER EXPENDITURES - YTD	43,122		
	BALANCE - CURRENT DATE		542,120	
	TOTAL FUND EQUITY			542,120
	TOTAL LIABILITIES AND EQUITY			542,120

TOWN OF SEVERANCE
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2025

PARKS FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
REVENUE						
	IMPACT FEES					
13-34-7400	PARK IMPACT FEE	5,758	32,438		(32,438)	.0
	TOTAL IMPACT FEES	5,758	32,438		(32,438)	.0
	MISCELLANEOUS					
13-36-3500	INTEREST AND DIVIDENDS	1,286	5,716	8,490	2,774	67.3
13-36-3550	CHANGE IN MARKET VALUE	(1,873)	4,968		(4,968)	.0
	TOTAL MISCELLANEOUS	(588)	10,684	8,490	(2,194)	125.8
	TOTAL FUND REVENUE	5,170	43,122	8,490	(34,632)	507.9
	NET REVENUE OVER EXPENDITURES	5,170	43,122	8,490	(34,632)	507.9

TOWN OF SEVERANCE
BALANCE SHEET
MAY 31, 2025

PUBLIC FACILITIES FUND

	ASSETS			
14-100000	CASH – COMBINED FUND		571,951	
	TOTAL ASSETS			571,951
	LIABILITIES AND EQUITY			
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
14-290000	FUND BALANCE	397,808		
	REVENUE OVER EXPENDITURES - YTD	174,143		
	BALANCE - CURRENT DATE		571,951	
	TOTAL FUND EQUITY			571,951
	TOTAL LIABILITIES AND EQUITY			571,951

PUBLIC FACILITIES FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
REVENUE						
	IMPACT FEES					
14-32-3000	GENERAL GOVERNMENT IMPACT FEE	106,435	162,877		(162,877)	.0
	TOTAL IMPACT FEES	106,435	162,877		(162,877)	.0
	MISCELLANEOUS					
14-36-3500	INTEREST AND DIVIDENDS	1,363	6,027	30,640	24,613	19.7
14-36-3550	CHANGE IN MARKET VALUE	(1,965)	5,239		(5,239)	.0
	TOTAL MISCELLANEOUS	(602)	11,266	30,640	19,374	36.8
	TOTAL FUND REVENUE	105,833	174,143	30,640	(143,503)	568.4
	NET REVENUE OVER EXPENDITURES	105,833	174,143	30,640	(143,503)	568.4

TOWN OF SEVERANCE
BALANCE SHEET
MAY 31, 2025

PUBLIC SAFETY FUND

	ASSETS			
15-100000	CASH – COMBINED FUND		380,346	
	TOTAL ASSETS			380,346
	LIABILITIES AND EQUITY			
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
15-290000	FUND BALANCE	260,622		
	REVENUE OVER EXPENDITURES - YTD	119,724		
	BALANCE - CURRENT DATE		380,346	
	TOTAL FUND EQUITY			380,346
	TOTAL LIABILITIES AND EQUITY			380,346

TOWN OF SEVERANCE
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2025

PUBLIC SAFETY FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
REVENUE						
	IMPACT FEES					
15-32-3000	POLICE IMPACT FEE	97,874	113,852		(113,852)	.0
	TOTAL IMPACT FEES	97,874	113,852		(113,852)	.0
	MISCELLANEOUS					
15-36-3500	INTEREST AND DIVIDENDS	626	3,141	7,660	4,519	41.0
15-36-3550	CHANGE IN MARKET VALUE	(1,154)	2,731		(2,731)	.0
	TOTAL MISCELLANEOUS	(528)	5,872	7,660	1,788	76.7
	TOTAL FUND REVENUE	97,346	119,724	7,660	(112,064)	1563.0
	NET REVENUE OVER EXPENDITURES	97,346	119,724	7,660	(112,064)	1563.0

GRANTS FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
REVENUE						
	AWARDS					
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

GRANTS FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
EXPENDITURES						
	OUTLAYS					
20-40-7500	CONSTRUCTION			279,988	279,988	.0
	TOTAL OUTLAYS			279,988	279,988	.0
	TOTAL FUND EXPENDITURES			279,988	279,988	.0
	NET REVENUE OVER EXPENDITURES			12	12	.0

TOWN OF SEVERANCE
BALANCE SHEET
MAY 31, 2025

FLEET FUND

	ASSETS			
41-100000	CASH - COMBINED FUND		598,197	
	TOTAL ASSETS			598,197
	LIABILITIES AND EQUITY			
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
41-290000	FUND BALANCE	542,728		
	REVENUE OVER EXPENDITURES - YTD	55,469		
	BALANCE - CURRENT DATE		598,197	
	TOTAL FUND EQUITY			598,197
	TOTAL LIABILITIES AND EQUITY			598,197

TOWN OF SEVERANCE
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2025

FLEET FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
REVENUE						
	CHARGES FOR SERVICES					
41-34-2000	FLEET REPLACEMENT REVENUE	8,752	43,760	82,275	38,515	53.2
	TOTAL CHARGES FOR SERVICES	8,752	43,760	82,275	38,515	53.2
	MISCELLANEOUS					
41-36-3500	INTEREST AND DIVIDENDS	1,418	6,264	10,510	4,246	59.6
41-36-3550	CHANGE IN MARKET VALUE	(2,040)	5,445		(5,445)	.0
	TOTAL MISCELLANEOUS	(622)	11,709	10,510	(1,199)	111.4
	TOTAL FUND REVENUE	8,130	55,469	92,785	37,316	59.8
	NET REVENUE OVER EXPENDITURES	8,130	55,469	92,785	37,316	59.8

TOWN OF SEVERANCE
BALANCE SHEET
MAY 31, 2025

WATER FUND

	ASSETS			
51-100000	CASH - COMBINED FUND		17,851,327	
51-115000	ACCOUNTS RECEIVABLE		243,056	
51-115002	MISCELLANEOUS WATER RECEIVABLE		982	
51-115005	PARTS INVENTORY		46,961	
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			75,964,571
	LIABILITIES AND EQUITY			
	LIABILITIES			
51-202000	ACCOUNTS PAYABLE		77,083	
51-205000	RETAINAGE PAYABLE		259,668	
51-212000	ACCRUED COMPENSATED ABSENCES		16,089	
51-222000	HYDRANT METER DEPOSITS		3,500	
	TOTAL LIABILITIES			356,340
	FUND EQUITY			
51-273000	CONTRIBUTED CAPITAL - DEVELOPM		6,848,000	
	UNAPPROPRIATED FUND BALANCE:			
51-290000	RETAINED EARNINGS	68,212,663		
	REVENUE OVER EXPENDITURES - YTD	547,567		
	BALANCE - CURRENT DATE		68,760,230	
	TOTAL FUND EQUITY			75,608,230
	TOTAL LIABILITIES AND EQUITY			75,964,571

WATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
REVENUE						
	CHARGES FOR SERVICES					
51-34-1000	WATER UTILITY	244,978	1,052,391	2,783,921	1,731,530	37.8
	TOTAL CHARGES FOR SERVICES	244,978	1,052,391	2,783,921	1,731,530	37.8
	RESTRICTED					
51-35-6500	RAW WATER ACQUISITION FEE	53,400	216,825		(216,825)	.0
51-35-7150	WATER UTILITY IMPACT FEE	84,875	356,475	1,800,000	1,443,525	19.8
	TOTAL RESTRICTED	138,275	573,300	1,800,000	1,226,700	31.9
	MISCELLANEOUS					
51-36-2000	WATER PIT/METER SET FEE	1,945	8,167	10,000	1,833	81.7
51-36-3500	INTEREST AND DIVIDENDS	42,393	190,869	336,860	145,991	56.7
51-36-3550	CHANGE IN MARKET VALUE	(63,394)	165,912		(165,912)	.0
	TOTAL MISCELLANEOUS	(19,057)	364,949	346,860	(18,089)	105.2
	TOTAL FUND REVENUE	364,196	1,990,640	4,930,781	2,940,141	40.4

TOWN OF SEVERANCE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2025

WATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
EXPENDITURES						
	ADMINISTRATION					
51-81-1100	REGULAR STAFF WAGES	2,474	16,293	47,570	31,277	34.3
51-81-1102	OVERTIME			100	100	.0
51-81-1104	RETIREMENT	73	488	2,154	1,666	22.7
51-81-1130	FICA/MEDICARE	189	1,247	3,706	2,459	33.6
51-81-1140	WORKERS COMPENSATION		395	772	377	51.2
51-81-1150	UNEMPLOYMENT	5	33	158	125	20.6
51-81-1160	HEALTH & LIFE INSURANCE	699	3,678	12,392	8,714	29.7
51-81-1161	DISABILITY INSURANCE	70	233	1,159	926	20.1
51-81-3162	CC FEES	2,840	17,342	21,000	3,658	82.6
51-81-3320	PRINTING		44	1,500	1,456	2.9
51-81-4345	MAILING SERVICE	855	5,052	11,600	6,548	43.6
51-81-5000	UTILITY BILL ADJUSTMENTS			10	10	.0
	TOTAL ADMINISTRATION	7,205	44,804	102,121	57,317	43.9

WATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	WATER OPERATIONS					
51-82-1100	REGULAR STAFF WAGES	22,974	110,401	332,943	222,542	33.2
51-82-1102	OVERTIME	373	2,126	5,000	2,874	42.5
51-82-1104	RETIREMENT	731	3,756	13,443	9,687	27.9
51-82-1130	FICA/MEDICARE	1,694	8,237	26,583	18,346	31.0
51-82-1140	WORKERS COMPENSATION		3,704	7,238	3,534	51.2
51-82-1150	UNEMPLOYMENT	47	225	541	316	41.6
51-82-1160	HEALTH & LIFE INSURANCE	3,740	18,591	55,235	36,644	33.7
51-82-1161	DISABILITY INSURANCE	407	1,614	5,212	3,598	31.0
51-82-2100	LEGAL FEES		878	20,000	19,123	4.4
51-82-2400	ENGINEERING	4,245	14,378	10,000	(4,378)	143.8
51-82-2410	WATER SYSTEM IMPROVE. PERMIT			600	600	.0
51-82-2900	OTHER PROFESSIONAL FEES	1,075	10,110	10,000	(110)	101.1
51-82-3110	UTILITIES	2,356	8,438	15,897	7,459	53.1
51-82-3150	TELEPHONE	154	837	2,721	1,884	30.8
51-82-3173	REPAIRS & MAINTENANCE - EQUIPM		868	5,800	4,932	15.0
51-82-3175	BUILDING REPAIRS & MAINTENANCE			600	600	.0
51-82-3177	VEHICLE REPAIRS & MAINTENANCE		75	6,733	6,658	1.1
51-82-3178	SYSTEM REPAIR & MAINTENANCE	280	1,594	30,000	28,406	5.3
51-82-3200	SAMPLING/TESTING		215	1,100	885	19.6
51-82-3210	INSURANCE AND BONDS	433	11,619	19,722	8,103	58.9
51-82-3810	DUES/MEMBERSHIPS/SUBSCRIPTIONS		1,050	600	(450)	175.0
51-82-3820	CONTINUING EDUCATION	3	878	3,300	2,422	26.6
51-82-3825	MEETING/MEALS/TRAVEL			250	250	.0
51-82-3990	OTHER SERVICES		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	1,249	21,095	55,000	33,905	38.4
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	2,255	21,757	31,621	9,864	68.8
51-82-4350	SAFETY	77	77		(77)	.0
51-82-4520	VEHICLE FUEL	186	1,695	11,020	9,325	15.4
51-82-4530	VEHICLE & EQUIP AMORTIZATION	147	737	1,769	1,032	41.7
51-82-4810	UNIFORMS	36	411	1,850	1,439	22.2
51-82-4850	UNANTICIPATED EXP/CONTINGENCY	2,380	16,019	20,000	3,981	80.1
51-82-4990	MISCELLANEOUS SUPPLIES	901	3,570	4,300	730	83.0
51-82-4995	WATER TREATMENT & DISTRIBUTION	66,400	310,758	1,155,000	844,242	26.9
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	112,143	593,922	2,025,128	1,431,206	29.3
	WATER CAPITAL					
51-83-2400	ENGINEERING			5,000	5,000	.0
51-83-7000	CAPITAL OUTLAY			290,170	290,170	.0
51-83-7500	CONSTRUCTION	275,572	284,342	884,000	599,658	32.2
	TOTAL WATER CAPITAL	275,572	284,342	1,179,170	894,828	24.1

WATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	LOCAL PLANT INVESTMENT EXPENSE					
51-84-7530	PROFESSIONAL SERVICES	2,316	102,505	125,000	22,495	82.0
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	2,316	520,005	1,925,000	1,404,995	27.0
	TOTAL FUND EXPENDITURES	397,235	1,443,072	5,231,419	3,788,347	27.6
	NET REVENUE OVER EXPENDITURES	(33,039)	547,567	(300,638)	(848,205)	182.1

TOWN OF SEVERANCE
BALANCE SHEET
MAY 31, 2025

WASTEWATER FUND

	ASSETS			
52-100000	CASH - COMBINED FUND		14,960,256	
52-115000	ACCOUNTS RECEIVABLE		132,577	
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			31,467,634
	LIABILITIES AND EQUITY			
	LIABILITIES			
52-202000	ACCOUNTS PAYABLE		12,545	
52-212000	ACCRUED COMPENSATED ABSENCES		13,904	
	TOTAL LIABILITIES			26,449
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
52-290000	RETAINED EARNINGS	30,650,248		
	REVENUE OVER EXPENDITURES - YTD	790,936		
	BALANCE - CURRENT DATE		31,441,185	
	TOTAL FUND EQUITY			31,441,185
	TOTAL LIABILITIES AND EQUITY			31,467,634

TOWN OF SEVERANCE
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2025

WASTEWATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
REVENUE						
	CHARGES FOR SERVICES					
52-34-1000	WASTEWATER UTILITY	138,885	686,991	1,535,341	848,350	44.8
	TOTAL CHARGES FOR SERVICES	138,885	686,991	1,535,341	848,350	44.8
	RESTRICTED					
52-35-7100	WASTEWATER UTILITY IMPACT FEE	73,980	364,218	1,750,000	1,385,782	20.8
	TOTAL RESTRICTED	73,980	364,218	1,750,000	1,385,782	20.8
	MISCELLANEOUS					
52-36-3500	INTEREST AND DIVIDENDS	35,523	159,797	303,560	143,763	52.6
52-36-3550	CHANGE IN MARKET VALUE	(53,025)	138,903		(138,903)	.0
	TOTAL MISCELLANEOUS	(17,502)	298,701	303,560	4,859	98.4
	TOTAL FUND REVENUE	195,363	1,349,910	3,588,901	2,238,991	37.6

WASTEWATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
EXPENDITURES						
	WASTEWATER ADMINISTRATION					
52-81-1100	REGULAR STAFF WAGES	1,546	10,183	13,946	3,763	73.0
52-81-1102	OVERTIME			100	100	.0
52-81-1104	RETIREMENT	46	305	1,346	1,041	22.7
52-81-1130	FICA/MEDICARE	118	779	2,316	1,537	33.7
52-81-1140	WORKERS COMPENSATION		247	483	236	51.1
52-81-1150	UNEMPLOYMENT	3	20	28	8	72.7
52-81-1160	HEALTH & LIFE INSURANCE	437	2,276	7,206	4,930	31.6
52-81-1161	DISABILITY INSURANCE	44	146	454	308	32.1
52-81-3162	CC FEES	2,840	17,342	21,000	3,658	82.6
52-81-3320	PRINTING		44	1,500	1,456	2.9
52-81-4345	MAILING SERVICE	855	5,052	8,400	3,348	60.1
52-81-5000	UTILITY BILL ADJUSTMENTS			10	10	.0
	TOTAL WASTEWATER ADMINISTRATION	5,889	36,394	56,789	20,395	64.1

WASTEWATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	WASTEWATER OPERATIONS					
52-82-1100	REGULAR STAFF WAGES	21,292	97,819	329,180	231,361	29.7
52-82-1102	OVERTIME	373	1,657	4,700	3,043	35.3
52-82-1104	RETIREMENT	681	3,380	12,537	9,157	27.0
52-82-1130	FICA/MEDICARE	1,574	7,291	24,363	17,072	29.9
52-82-1140	WORKERS COMPENSATION		3,407	6,659	3,252	51.2
52-82-1150	UNEMPLOYMENT	43	199	596	397	33.4
52-82-1160	HEALTH & LIFE INSURANCE	3,408	17,025	50,307	33,282	33.8
52-82-1161	DISABILITY INSURANCE	365	1,462	4,345	2,883	33.7
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	1,075	5,575	12,000	6,425	46.5
52-82-3110	UTILITIES	5,094	19,273	41,365	22,092	46.6
52-82-3150	TELEPHONE	144	784	2,455	1,671	31.9
52-82-3173	REPAIRS & MAINTENANCE - EQUIPM		868	5,800	4,932	15.0
52-82-3177	VEHICLE REPAIRS & MAINTENANCE		75	4,612	4,537	1.6
52-82-3178	SYSTEM REPAIR & MAINTENANCE	1,169	1,432	8,000	6,568	17.9
52-82-3200	SAMPLING/TESTING	531	2,908	4,800	1,892	60.6
52-82-3210	INSURANCE AND BONDS	561	10,535	17,584	7,049	59.9
52-82-3290	OTHER TREATMENT COSTS		105,426	225,400	119,974	46.8
52-82-3810	DUES/MEMBERSHIPS/SUBSCRIPTIONS			1,600	1,600	.0
52-82-3820	CONTINUING EDUCATION	3	2,193	3,100	907	70.8
52-82-3825	MEALS/MISCELLANEOUS/TRAVEL			250	250	.0
52-82-3990	OTHER SERVICES		1,368	8,000	6,632	17.1
52-82-4120	SYSTEM SUPPLIES	1,312	5,127	20,000	14,873	25.6
52-82-4320	COMPUTER REPLACE./AUDIO VISUAL			4,300	4,300	.0
52-82-4330	COMPUTER SUPPORT & MAINTENANCE	2,255	21,565	31,621	10,056	68.2
52-82-4520	VEHICLE FUEL	186	1,695	10,770	9,075	15.7
52-82-4530	VEHICLE & EQUIP AMORTIZATION	147	737	1,769	1,032	41.7
52-82-4810	UNIFORMS	36	136	1,700	1,564	8.0
52-82-4850	UNANTICIPATED EXP/CONTINGENCY			20,000	20,000	.0
52-82-4990	MISCELLANEOUS SUPPLIES	901	2,486	3,000	514	82.9
52-82-7000	CAPITAL OUTLAY			20,625	20,625	.0
	TOTAL WASTEWATER OPERATIONS	41,151	315,071	901,938	586,867	34.9
	WASTEWATER CAPITAL					
52-83-7000	CAPITAL OUTLAY	650	1,983	36,000	34,017	5.5
52-83-7500	CONSTRUCTION		53,775	200,000	146,225	26.9
	TOTAL WASTEWATER CAPITAL	650	55,758	236,000	180,242	23.6

TOWN OF SEVERANCE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2025

WASTEWATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	WASTEWATER INVESTMENT EXPENSE					
52-84-7500	CONSTRUCTION	1,870	151,751	374,000	222,249	40.6
52-84-7550	SYSTEM IMPROVEMENTS			1,750,000	1,750,000	.0
	TOTAL WASTEWATER INVESTMENT EXPEN	1,870	151,751	2,124,000	1,972,249	7.1
	TOTAL FUND EXPENDITURES	49,559	558,974	3,318,727	2,759,753	16.8
	NET REVENUE OVER EXPENDITURES	145,804	790,936	270,174	(520,762)	292.8

TOWN OF SEVERANCE
BALANCE SHEET
MAY 31, 2025

STORMWATER FUND

	ASSETS			
53-100000	CASH - COMBINED FUND		1,806,322	
53-115000	ACCOUNTS RECEIVABLE		24,807	
53-162100	ACCUMULATED DEPRECIATION		(1,372,348)	
53-163000	STORM DRAINAGE SYSTEM		10,100,442	
53-164000	VEHICLES & EQUIPMENT		86,490	
	TOTAL ASSETS			10,645,713
	LIABILITIES AND EQUITY			
	LIABILITIES			
53-202000	ACCOUNTS PAYABLE		14	
53-212000	ACCRUED COMPENSATED ABSENCES		2,979	
	TOTAL LIABILITIES			2,994
	FUND EQUITY			
53-273000	CONTRIBUTED CAPITAL		4,113,680	
	UNAPPROPRIATED FUND BALANCE:			
53-290000	RETAINED EARNINGS	6,390,104		
	REVENUE OVER EXPENDITURES - YTD	138,936		
	BALANCE - CURRENT DATE		6,529,039	
	TOTAL FUND EQUITY			10,642,719
	TOTAL LIABILITIES AND EQUITY			10,645,713

TOWN OF SEVERANCE
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING MAY 31, 2025

STORMWATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
REVENUE						
	CHARGES FOR SERVICES					
53-34-1000	STORMWATER UTILITY FEE	25,607	126,267	254,575	128,308	49.6
	TOTAL CHARGES FOR SERVICES	25,607	126,267	254,575	128,308	49.6
	MISCELLANEOUS					
53-36-3500	INTEREST AND DIVIDENDS	4,285	19,134	37,670	18,536	50.8
53-36-3550	CHANGE IN MARKET VALUE	(6,300)	16,632		(16,632)	.0
	TOTAL MISCELLANEOUS	(2,014)	35,766	37,670	1,904	95.0
	TOTAL FUND REVENUE	23,592	162,034	292,245	130,211	55.4

STORMWATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
EXPENDITURES						
	ADMINISTRATION					
53-81-1100	REGULAR STAFF WAGES	928	6,110	8,368	2,258	73.0
53-81-1102	OVERTIME			100	100	.0
53-81-1104	RETIREMENT	28	183	808	625	22.7
53-81-1130	FICA/MEDICARE	71	468	1,390	923	33.6
53-81-1140	WORKERS COMPENSATION		148	290	142	51.1
53-81-1150	UNEMPLOYMENT	2	12	17	5	71.9
53-81-1160	HEALTH & LIFE INSURANCE	262	1,311	4,324	3,013	30.3
53-81-1161	DISABILITY INSURANCE	26	87	272	185	32.1
53-81-5000	UTILITY BILL ADJUSTMENTS			10	10	.0
	TOTAL ADMINISTRATION	1,316	8,319	15,579	7,260	53.4
	STORMWATER OPERATIONS					
53-82-1100	REGULAR STAFF WAGES	1,874	9,191	24,362	15,171	37.7
53-82-1102	OVERTIME			1,000	1,000	.0
53-82-1104	RETIREMENT	56	276	1,575	1,300	17.5
53-82-1130	FICA/MEDICARE	137	676	3,863	3,187	17.5
53-82-1140	WORKERS COMPENSATION		198	386	188	51.2
53-82-1150	UNEMPLOYMENT	4	18	49	31	37.4
53-82-1160	HEALTH & LIFE INSURANCE	240	1,966	9,511	7,545	20.7
53-82-1161	DISABILITY INSURANCE	35	126	757	631	16.7
53-82-2410	STORMWATER PERMITS			500	500	.0
53-82-3150	TELEPHONE	14	124	1,101	977	11.3
53-82-3173	REPAIRS & MAINTENANCE - EQUIPM			3,600	3,600	.0
53-82-3210	INSURANCE AND BONDS	586	1,530	1,664	134	91.9
53-82-3820	CONTINUING EDUCATION	2	2	100	98	1.7
53-82-4520	VEHICLE FUEL	13	654	870	216	75.2
53-82-4810	UNIFORMS	18	18	100	82	18.0
	TOTAL STORMWATER OPERATIONS	2,980	14,779	49,438	34,659	29.9
	TOTAL FUND EXPENDITURES	4,296	23,098	65,017	41,919	35.5
	NET REVENUE OVER EXPENDITURES	19,296	138,936	227,228	88,292	61.1

TOWN OF SEVERANCE
BALANCE SHEET
MAY 31, 2025

CAPITAL PROJECTS

	ASSETS			
75-100000	CASH – COMBINED FUND		(1,993,499)	
	TOTAL ASSETS			(1,993,499)
	LIABILITIES AND EQUITY			
	LIABILITIES			
75-202000	ACCOUNTS PAYABLE		1,195	
	TOTAL LIABILITIES			1,195
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
75-290000	FUND BALANCE	(1,015,206)		
	REVENUE OVER EXPENDITURES - YTD	(979,488)		
	BALANCE - CURRENT DATE		(1,994,694)	
	TOTAL FUND EQUITY			(1,994,694)
	TOTAL LIABILITIES AND EQUITY			(1,993,499)

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)				.0
	TOTAL PUBLIC SAFETY - CIP	(165,476)	(771)		771	.0
	GENERAL FUND					
75-75-2400	ENGINEERING	34,131	64,856	255,000	190,144	25.4
75-75-5570	CONSERVATION			128,156	128,156	.0
75-75-7000	CAPITAL OUTLAY	405,353	816,794	3,398,774	2,581,980	24.0
75-75-7500	CONSTRUCTION		106,276	3,901,638	3,795,361	2.7
75-75-7750	ROW			50,000	50,000	.0
	TOTAL GENERAL FUND	439,484	987,927	7,733,568	6,745,641	12.8
	TRANSPORTATION FUND					
75-77-7500	CONSTRUCTION			1,663,605	1,663,605	.0
	TOTAL TRANSPORTATION FUND			1,663,605	1,663,605	.0
	TOTAL FUND EXPENDITURES	274,008	979,488	9,397,173	8,417,685	10.4
	NET REVENUE OVER EXPENDITURES	(274,008)	(979,488)	(9,397,173)	(8,417,685)	(10.4)

TOWN OF SEVERANCE
BALANCE SHEET
MAY 31, 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
MAY 31, 2025

GENERAL LONG-TERM DEBT GROUP

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

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, June 10, 2025, at 5:00 PM

Mayor:	Matthew Fries
Mayor Pro-tem:	Brittany Vandermark
Council Members:	David Bruen Craig Joseph Stephen Gagliardi Tad Borrett
Audience:	Joe Pirrone, Jennifer Shaw (virtually), Josh Ochs, Stephen Olt, Jennifer Roe, Robert Lopez, Michael Farrington
Staff:	Nicholas Wharton, Town Manager Lindsay Radcliff-Coombes, Deputy Town Manager Sarah Jacobsen, Town Clerk Efrain Lemas, Finance Director Ken Chavez, Police Chief Erica Romberg, Town Attorney Chris Messersmith, Town Engineer

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

Present: Mayor Matthew Fries, Mayor Pro-Tem Brittany Vandermark, Council Member Tad Borrett, Council Member Stephen Gagliardi, Council Member Dave Bruen (virtually at 6:04 p.m.), Council Member Craig Joseph, Council Member Karen Hessler

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 Gagliardi to Approve the Consent Calendar. All Council Members present voting Yes.

MOTION PASSED

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

MOTION WAS MADE BY Mayor Pro-tem Vandermark, seconded by Council Member Borrett 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.

Erica Rose introduced herself as the new Clearview Library Director and spoke about upcoming library events.

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

   Town Council interviewed each applicant during the meeting, except for Kevin Weimer, who did not attend the meeting. The Council voted by ballot with the majority vote to appoint Jennifer Shaw, Jennifer Roe, Josh Ochs and re-appoint Joe Pirronne as Planning Commissioners for a four-year term starting in July 2025.

2. **Pg. 148 - Tree Board Member Appointments**
   - Legislative
   - Staff Presentation: Nicholas Wharton, Town Manager

   Town Manager Nicholas Wharton informed the Council that no one had applied for the two vacancies on the Tree Board. Town Council discussed options for the Tree Board.

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

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

   MOTION PASSED

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

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

    MOTION PASSED

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

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

    MOTION PASSED

6. **Pg. 214 - Resolution 2025-21R: Amended 2025 Fee Schedule**
    - Legislative
    - Staff Presentation: Efrain Lemus, Finance Director

    MOTION WAS MADE BY Mayor Pro-tem Vandermark, seconded by Council Member Bruen to Approve Resolution 2025-21R: Amended 2025 Fee Schedule. All Council Members present voting Yes.

    MOTION PASSED

7. **Pg. 227 - Ordinance 2025-10: Light Nuisance**
    - Legislative
    - Staff Presentation: Nicholas Wharton, Town Manager

    The public hearing opened at 7:39 p.m. no one was present for public comment and the hearing closed at 7:39 p.m.

    MOTION WAS MADE BY Mayor Pro-tem Vandermark, seconded by Council Member Borrett to Adopt Ordinance 2025-10: Light Nuisance. All Council Members present voting Yes.

    MOTION PASSED

8. **Pg. 231 - Ordinance 2025-11: Business License**
    - Legislative
    - Staff Presentation: Nicholas Wharton, Town Manager

    The public hearing opened at 7:40 p.m. no one was present for public comment and the hearing closed at 7:41 p.m.

MOTION WAS MADE BY Mayor Pro-tem Vandermark, seconded by Council Member Hessler to Adopt Ordinance 2025-11: Business License. All Council Members present voting Yes.

MOTION PASSED

D. COUNCIL MEMBER PETITIONS

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

E. EXECUTIVE SESSION

MOTION WAS MADE BY Mayor Pro-tem Vandermark, seconded by Council Member Borrett 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 concerning a Water Rights and Delivery Agreement and pursuant to C.R.S 24-6-402(4)(f)(I) to discuss personnel matters pertaining to the Town Manager's performance review. All Council Members present voting Yes.

MOTION PASSED

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

The meeting adjourned at 7:47 p.m.

TOWN OF SEVERANCE

____
Matthew Fries, Mayor

ATTEST

____
Sarah Jacobsen, Town Clerk

Revenue Type Summary

Period: 6/1/2025 - 6/30/2025
Created by: SARAH JACOBSEN on 7/2/2025 9:34:23 AM

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

Payment Amounts by Type

Type	Amount
COURT COSTS	$270.00
FINES	$10,130.00
SUR-CHARGE	$1,180.00
Payments Total	**$11,580.00**

Payment Amounts by Subtype

Revenue Summary

Period: 6/1/2025 - 6/30/2025
Created by: SARAH JACOBSEN on 7/2/2025 9:10:22 AM

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

[redacted]

Docket #	Total Fines	Restitution	Total Payments
D2500073	$170.00	$0.00	$170.00

Payment Details

Date	Amount	Type	Notes
6/7/2025	$170.00		Plead guilty - 10-19 over 2 pts.

Fines/Fees Details

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

[redacted]

Docket #	Total Fines	Restitution	Total Payments
D2500096	$170.00	$0.00	$170.00

Payment Details

Date	Amount	Type	Notes
6/14/2025	$170.00		Plead to 202(1) Defective Vehicle - 2pts - PIF

Fines/Fees Details

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

[redacted]

Docket #	Total Fines	Restitution	Total Payments
D2490	$200.00	$0.00	$200.00

Payment Details

Date	Amount	Type	Notes
6/10/2025	$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
D2500074	$170.00	$0.00	$170.00

Payment Details

Date	Amount	Type	Notes
6/9/2025	$170.00		PIF

Fines/Fees Details

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

[redacted]

Docket #	Total Fines	Restitution	Total Payments
D2500101	$170.00	$0.00	$170.00

Payment Details

Date	Amount	Type	Notes
6/19/2025	$170.00	CREDIT CARD	EARLY PAYMENT PLEA BARGAIN - PLEAD TO 202(1) DEFECTIVE VEHICLE 2 PT

Fines/Fees Details

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

[redacted]

Docket #	Total Fines	Restitution	Total Payments
D2500036	$350.00	$0.00	$350.00

Payment Details

Date	Amount	Type	Notes
6/27/2025	$350.00	CREDIT CARD	plead to MTC 1101 cc 005 - speeding (10-19) school zone - 4 pts.

Fines/Fees Details

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

[redacted]

Docket #	Total Fines	Restitution	Total Payments
D2500094	$170.00	$0.00	$170.00

Payment Details

Date	Amount	Type	Notes
6/9/2025	$170.00		PAID IN FULL

Fines/Fees Details

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

[redacted]

Docket #	Total Fines	Restitution	Total Payments
D2905	$700.00	$0.00	$200.00

Payment Details

Date	Amount	Type	Notes
6/6/2025	$200.00	CREDIT CARD	

Fines/Fees Details

Fine/Fee	Amount
COURT COSTS	$30.00
FINE	$150.00
FINES	$500.00
SUR-CHARGE	$20.00

[redacted]

Docket #	Total Fines	Restitution	Total Payments
D2500048	$170.00	$0.00	$170.00

Payment Details

Date	Amount	Type	Notes
6/11/2025	$170.00		

Fines/Fees Details

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

[redacted]

Docket #	Total Fines	Restitution	Total Payments
D2500086	$170.00	$0.00	$170.00

Payment Details

Date	Amount	Type	Notes
6/9/2025	$170.00	CASH	PIF

Fines/Fees Details

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

[redacted]

Docket #	Total Fines	Restitution	Total Payments
D2479	$75.00	$0.00	$75.00

Payment Details

Date	Amount	Type	Notes
6/5/2025	$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
D3168	$200.00	$0.00	$200.00

Payment Details

Date	Amount	Type	Notes
6/10/2025	$200.00		

Fines/Fees Details

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

[redacted]

Docket #	Total Fines	Restitution	Total Payments
D2500111	$170.00	$0.00	$170.00

Payment Details

Date	Amount	Type	Notes
6/15/2025	$170.00	CREDIT CARD	PIF to lesser charge

Fines/Fees Details

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

[redacted]

Docket #	Total Fines	Restitution	Total Payments
D2500053	$200.00	$0.00	$200.00

Payment Details

Date	Amount	Type	Notes
6/5/2025	$200.00		

Fines/Fees Details

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

[redacted]

Docket #	Total Fines	Restitution	Total Payments
D2500041	$200.00	$0.00	$200.00

Payment Details

Date	Amount	Type	Notes
6/5/2025	$150.00		FINE PAID - COURT COSTS/SURCHARGE BALANCE OWED
6/24/2025	$50.00	CREDIT CARD	PAID remaining balance in full.

Fines/Fees Details

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

[redacted]

Docket #	Total Fines	Restitution	Total Payments
D2500120	$170.00	$0.00	$170.00

Payment Details

Date	Amount	Type	Notes
6/27/2025	$170.00	CREDIT CARD	plead to 202(1) defective vehicle - 2 pts

Fines/Fees Details

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

[redacted]

Docket #	Total Fines	Restitution	Total Payments
D2500129	$170.00	$0.00	$170.00

Payment Details

Date	Amount	Type	Notes
6/19/2025	$170.00	CREDIT CARD	6/19/2025 - DEF PIF - plead to 202(1) defective vehicle - 2pts. JA

Fines/Fees Details

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

[redacted]

Docket #	Total Fines	Restitution	Total Payments
D2500060	$170.00	$0.00	$170.00

Payment Details

Date	Amount	Type	Notes
6/2/2025	$170.00		

Fines/Fees Details

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

[redacted]

Docket #	Total Fines	Restitution	Total Payments
D2500067	$170.00	$0.00	$170.00

Payment Details

Date	Amount	Type	Notes
6/6/2025	$170.00		PIF

Fines/Fees Details

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

[redacted]

Docket #	Total Fines	Restitution	Total Payments
D2497	$75.00	$0.00	$75.00

Payment Details

Date	Amount	Type	Notes
6/5/2025	$75.00	CREDIT CARD	mother paid

Fines/Fees Details

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

[redacted]

Docket #	Total Fines	Restitution	Total Payments
D2500108	$170.00	$0.00	$170.00

Payment Details

Date	Amount	Type	Notes
6/23/2025	$170.00	CREDIT CARD	Def Early Payment Plea - PIF plead guilty to 202(1) Defective vehicle - 2pts

Fines/Fees Details

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

[redacted]

Docket #	Total Fines	Restitution	Total Payments
D2500093	$170.00	$0.00	$170.00

Payment Details

Date	Amount	Type	Notes
6/19/2025	$170.00	CREDIT CARD	Early Payment Plea Bargain - plead to 202(1) defective vehicle - 2pts.

Fines/Fees Details

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

[redacted]

Docket #	Total Fines	Restitution	Total Payments
D2500135	$170.00	$0.00	$170.00

Payment Details

Date	Amount	Type	Notes
6/23/2025	$170.00	CREDIT CARD	plead to 202(1) defective vehicle - 2 pts

Fines/Fees Details

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

[redacted]

Docket #	Total Fines	Restitution	Total Payments
D2500052	$170.00	$0.00	$170.00

Payment Details

Date	Amount	Type	Notes
6/3/2025	$170.00		

Fines/Fees Details

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

[redacted]

Docket #	Total Fines	Restitution	Total Payments
D2500107	$170.00	$0.00	$170.00

Payment Details

Date	Amount	Type	Notes
6/27/2025	$170.00	CREDIT CARD	plead to 202(1) - Defective vehicle 2 pts.

Fines/Fees Details

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

[redacted]

Docket #	Total Fines	Restitution	Total Payments
D2500103	$170.00	$0.00	$170.00

Payment Details

Date	Amount	Type	Notes
6/23/2025	$170.00	CHECK (#189)	06/23/2025 - Def Early Payment Plan Bargain - PIF plead to 202(1) Defective vehicle - 2pts. - JA

Fines/Fees Details

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

[redacted]

Docket #	Total Fines	Restitution	Total Payments
D2500104	$170.00	$0.00	$170.00

Payment Details

Date	Amount	Type	Notes
6/27/2025	$170.00	CREDIT CARD	DEF PIF - plead to 202(1) Defective vehicle - 2pts.

Fines/Fees Details

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

[redacted]

Docket #	Total Fines	Restitution	Total Payments
D2932	$230.00	$0.00	$30.00

Payment Details

Date	Amount	Type	Notes
6/2/2025	$30.00	CREDIT CARD	The $60 past due has been sent to Collections, per Fin Dir, take payment.

Fines/Fees Details

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

[redacted]

Docket #	Total Fines	Restitution	Total Payments
D2500110	$170.00	$0.00	$170.00

Payment Details

Date	Amount	Type	Notes
6/27/2025	$170.00	CREDIT CARD	

Fines/Fees Details

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

[redacted]

Docket #	Total Fines	Restitution	Total Payments
D2500072	$170.00	$0.00	$170.00

Payment Details

Date	Amount	Type	Notes
6/1/2025	$170.00	CREDIT CARD	

Fines/Fees Details

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

[redacted]

Docket #	Total Fines	Restitution	Total Payments
D2500077	$320.00	$0.00	$300.00

Payment Details

Date	Amount	Type	Notes
6/18/2025	$300.00	CREDIT CARD	6/18/2025 - plead to lesser charge 4 pts. PIF

Fines/Fees Details

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

[redacted]

Docket #	Total Fines	Restitution	Total Payments
D2500091	$170.00	$0.00	$170.00

Payment Details

Date	Amount	Type	Notes
6/10/2025	$170.00	CHECK (#109)	plead 2 pts 202(1)

Fines/Fees Details

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

[redacted]

Docket #	Total Fines	Restitution	Total Payments
D3285	$200.00	$0.00	$30.00

Payment Details

Date	Amount	Type	Notes
6/23/2025	$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
D2500140	$170.00	$0.00	$170.00

Payment Details

Date	Amount	Type	Notes
6/25/2025	$170.00	CHECK (#9842)	PIF Plead to 202(1) Defective vehicle - 2 pts

Fines/Fees Details

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

[redacted]

Docket #	Total Fines	Restitution	Total Payments
D2500099	$170.00	$0.00	$170.00

Payment Details

Date	Amount	Type	Notes
6/24/2025	$170.00	CHECK (#9932)	PIF plead 202(1) Defective Vehicle - 2pts

Fines/Fees Details

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

[redacted]

Docket #	Total Fines	Restitution	Total Payments
D2500090	$170.00	$0.00	$170.00

Payment Details

Date	Amount	Type	Notes
6/5/2025	$170.00	CREDIT CARD	PIF

Fines/Fees Details

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

[redacted]

Docket #	Total Fines	Restitution	Total Payments
D2500133	$170.00	$0.00	$170.00

Payment Details

Date	Amount	Type	Notes
6/28/2025	$170.00	CREDIT CARD	

Fines/Fees Details

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

[redacted]

Docket #	Total Fines	Restitution	Total Payments
D3290	$520.00	$0.00	$520.00

Payment Details

Date	Amount	Type	Notes
6/3/2025	$520.00	CREDIT CARD	

Fines/Fees Details

Fine/Fee	Amount
FINES	$500.00
SUR-CHARGE	$20.00

[redacted]

Docket #	Total Fines	Restitution	Total Payments
D2500082	$170.00	$0.00	$170.00

Payment Details

Date	Amount	Type	Notes
6/6/2025	$170.00	CREDIT CARD	PAID IN FULL

Fines/Fees Details

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

[redacted]

Docket #	Total Fines	Restitution	Total Payments
D2500115	$170.00	$0.00	$170.00

Payment Details

Date	Amount	Type	Notes
6/23/2025	$170.00	CHECK (#3789)	06/23/2025 - Def Early Payment Plan Bargain - PIF plead to 202(1) Defective vehicle - 2pts. - JA

Fines/Fees Details

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

[redacted]

Docket #	Total Fines	Restitution	Total Payments
D2500121	$320.00	$0.00	$320.00

Payment Details

Date	Amount	Type	Notes
6/16/2025	$320.00	CREDIT CARD	plead to 4 pts - speeding

Fines/Fees Details

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

[redacted]

Docket #	Total Fines	Restitution	Total Payments
D2500034	$350.00	$0.00	$350.00

Payment Details

Date	Amount	Type	Notes
6/3/2025	$350.00	CREDIT CARD	

Fines/Fees Details

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

[redacted]

Docket #	Total Fines	Restitution	Total Payments
D2500021	$350.00	$0.00	$100.00

Payment Details

Date	Amount	Type	Notes
6/26/2025	$100.00	CASH	Defendant came in and made a payment of $100 towards his fines/costs ($350) that were imposed on 06/05/2025. He was ordered to pay within 30 days and his next court date is 08/07/2025. He is requesting from the Court and extension of 30 more days to pay the fine

Fines/Fees Details

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

[redacted]

Docket #	Total Fines	Restitution	Total Payments
D2500081	$170.00	$0.00	$170.00

Payment Details

Date	Amount	Type	Notes
6/16/2025	$170.00	CHECK (#114)	Plead to 202(1) Defective Vehicle - 2pts.

Fines/Fees Details

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

[redacted]

Docket #	Total Fines	Restitution	Total Payments
D2500080	$170.00	$0.00	$170.00

Payment Details

Date	Amount	Type	Notes
6/26/2025	$170.00	CASH	PIF- Early Payment Plea Bargain - plead to 202(1) - 2pts

Fines/Fees Details

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

[redacted]

Docket #	Total Fines	Restitution	Total Payments
D3311	$320.00	$0.00	$320.00

Payment Details

Date	Amount	Type	Notes
6/26/2025	$320.00	CASH	DEF PIF - plead guilty to 1101(1) speeding - 4pts

Fines/Fees Details

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

[redacted]

Docket #	Total Fines	Restitution	Total Payments
D2500117	$320.00	$0.00	$320.00

Payment Details

Date	Amount	Type	Notes
6/18/2025	$320.00	CASH	Early Payment Plea Bargain, paid in full 1101(1) Speeding

Fines/Fees Details

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

[redacted]

Docket #	Total Fines	Restitution	Total Payments
D2500069	$170.00	$0.00	$170.00

Payment Details

Date	Amount	Type	Notes
6/2/2025	$170.00		

Fines/Fees Details

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

[redacted]

Docket #	Total Fines	Restitution	Total Payments
D2500119	$170.00	$0.00	$170.00

Payment Details

Date	Amount	Type	Notes
6/17/2025	$170.00	CASH	PIF Early Payment Plea Bargain - 2pts 202(1) Def Veh

Fines/Fees Details

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

[redacted]

Docket #	Total Fines	Restitution	Total Payments
D2500095	$170.00	$0.00	$170.00

Payment Details

Date	Amount	Type	Notes
6/9/2025	$15.00	CREDIT CARD	remining balance paid with cash
6/9/2025	$155.00	CASH	GUILTY PLEA 2 PTS

Fines/Fees Details

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

[redacted]

Docket #	Total Fines	Restitution	Total Payments
D3293	$170.00	$0.00	$170.00

Payment Details

Date	Amount	Type	Notes
6/4/2025	$170.00	CHECK (#2177)	

Fines/Fees Details

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

[redacted]

Docket #	Total Fines	Restitution	Total Payments
D2500059	$170.00	$0.00	$170.00

Payment Details

Date	Amount	Type	Notes
6/2/2025	$170.00	CREDIT CARD	

Fines/Fees Details

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

[redacted]

Docket #	Total Fines	Restitution	Total Payments
D3292	$170.00	$0.00	$170.00

Payment Details

Date	Amount	Type	Notes
6/9/2025	$170.00		PIF

Fines/Fees Details

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

[redacted]

Docket #	Total Fines	Restitution	Total Payments
D2500083	$170.00	$0.00	$170.00

Payment Details

Date	Amount	Type	Notes
6/2/2025	$170.00	CREDIT CARD	PIF

Fines/Fees Details

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

[redacted]

Docket #	Total Fines	Restitution	Total Payments
D3180	$170.00	$0.00	$170.00

Payment Details

Date	Amount	Type	Notes
6/25/2025	$170.00	CREDIT CARD	DEF paid in full - Plead to 202(1) defective vehicle - 2pts.

Fines/Fees Details

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

[redacted]

Docket #	Total Fines	Restitution	Total Payments
D2500079	$170.00	$0.00	$170.00

Payment Details

Date	Amount	Type	Notes
6/20/2025	$170.00	CASH	PIF plead to 202(1) Defective Vehicle - 2 pts

Fines/Fees Details

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

[redacted]

Docket #	Total Fines	Restitution	Total Payments
D2500058	$170.00	$0.00	$170.00

Payment Details

Date	Amount	Type	Notes
6/3/2025	$170.00	CREDIT CARD	

Fines/Fees Details

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

[redacted]

Docket #	Total Fines	Restitution	Total Payments
D2500128	$170.00	$0.00	$170.00

Payment Details

Date	Amount	Type	Notes
6/19/2025	$170.00	CREDIT CARD	6/19/2025 - DEF PIF - plead to 202(1) defective vehicle - 2pts. JA

Fines/Fees Details

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

[redacted]

Docket #	Total Fines	Restitution	Total Payments
D2500124	$170.00	$0.00	$170.00

Payment Details

Date	Amount	Type	Notes
6/26/2025	$170.00	CREDIT CARD	6/26/2025 - DEF PIF - plead to 202(1) defective vehicle - 2pts. JA

Fines/Fees Details

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

[redacted]

Docket #	Total Fines	Restitution	Total Payments
D3294	$170.00	$0.00	$170.00

Payment Details

Date	Amount	Type	Notes
6/4/2025	$170.00		

Fines/Fees Details

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

[redacted]

Docket #	Total Fines	Restitution	Total Payments
D2500063	$170.00	$0.00	$170.00

Payment Details

Date	Amount	Type	Notes
6/18/2025	$170.00	CHECK (#288)	PIF Early Payment Plea lesser charge

Fines/Fees Details

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

[redacted]

Docket #	Total Fines	Restitution	Total Payments
D2500078	$170.00	$0.00	$170.00

Payment Details

Date	Amount	Type	Notes
6/5/2025	$170.00	CREDIT CARD	PIF

Fines/Fees Details

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

[redacted]

Docket #	Total Fines	Restitution	Total Payments
D2500087	$170.00	$0.00	$170.00

Payment Details

Date	Amount	Type	Notes
6/4/2025	$170.00	CREDIT CARD	PIF

Fines/Fees Details

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

[redacted]

Docket #	Total Fines	Restitution	Total Payments
D2500092	$170.00	$0.00	$170.00

Payment Details

Date	Amount	Type	Notes
6/6/2025	$170.00		this Def was not properly notified that this citation was a mandatory appearance on 08/07/2025, the court will honor the Early Payment Plea Bargain - PIF

Fines/Fees Details

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

Fines Paid by Description

Description	Amount
ADMINISTRATIVE FEE	$0.00
BENCH WARRANT	$0.00
COMMUNITY SERVICE	$0.00
CONTEMPT	$0.00
COURT COSTS	$270.00
DEFAULT FEE	$0.00
FINE	$0.00
FINES	$10,130.00
FTA/FTP FINE	$0.00
LATE FEE	$0.00
OJW	$0.00
OVERPAYMENT	$0.00
RESTITUTION	$0.00
RESTITUTION (LOCKED)	$0.00
RETURNED PAYMENT FEE	$0.00
STATE ASSESSMENT	$0.00
SUMMONS	$0.00
SUR-CHARGE	$1,180.00
WARNING LETTER	$0.00

Total Fees	**$12,400.00**
Over Charged Amount	**$0.00**
Total Paid	**$11,780.00**

Fines Paid by Pay Method

Description	Amount
CASH	$1,575.00
CHECK	$1,360.00
CREDIT CARD	$6,255.00

Overpaid Cases

Case	OverPaid

Police Chief Report

Kenneth Chavez, Chief of Police
June 2025

Projects Updates

- The Severance Police Department is currently staffed by thirteen Officers and three non-sworn personnel. This is due to the recent hiring of a Sergeant and two new lateral Officers. It is projected that our two new lateral Officers will complete their field training at the end of July or early August and then be able to work on their own. This will be the first time that the Severance Police Department has been fully trained and staffed in its six-year history.
- On June 2nd, Severance Officers attended the Library Color Run held at Blue Spruce Park.
- On June 11th, Chief Chavez attended the first of several Weld County Emergency Management Hazardous Mitigation Planning workshops that will be held this Summer. Completion of this plan for Severance will provide greater resiliency in the event of a natural or man-made incident.
- On June 11th, Chief Chavez attended the final Weld RE-4 School District Safety Task Force meeting for the 2024 – 2025 school year. At this meeting, statistics of events that took place over the past school year were gone over as well as ideas and strategies to improve school safety for the 2025 – 2026 school year.
- On June 17th, Severance Officers attended the TBK Bank Community Appreciation Day activities.
- On June 25th, Severance Officers attended firearms training at the Weld County Fish & Wildlife Range near Ault.
- On June 25th, Chief Chavez attended a regional PIO meeting along with members of the Town of Severance, WSFR, RE-4 School District, and Town of Windsor. Plans for additional PIO training as well as exercises were discussed and coordinated.

Community Support and Relations

- Chief Chavez met with numerous key local government and law enforcement officials this month to include the following:
    - Attended a Weld County Comms Board meeting on June 24th

Police Department
CALLS FOR SERVICE

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

June 2025

THIS MONTH'S TOTALS

Municipal Ordinance Citations	18
Traffic Tickets	80
Warnings Issued	107
TOTAL CALLS FOR SERVICE	**667**

YEAR TO DATE TOTALS

Municipal Ordinance Citations	47
Traffic Tickets	236
Warnings Issued	429
TOTAL CALLS FOR SERVICE	**2824**

Homicide	0
Aggravated Assault	0
Sex Assault	0
Domestic Violence	4
Aggravated Robbery	0
Strongarm Robbery	0
Arrests	2
Burglary	2
Motor Vehicle Theft	2
Theft From Motor Vehicle	0
Fraud / ID Theft	3
Vandalism/ Graffiti	1
Shoplifting	0
Traffic Accidents	12

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

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

AGENDA ITEM SUMMARY

AGENDA ITEM	SUBMITTED BY	PRESENTED BY
Pg. 109 - Citizen Advisory Board Appointments	Nicholas Wharton, Town Manager	Nicholas J. Wharton

ACTION REQUESTED

Town Management asks that the Town Council discuss the appointment of one member and one alternate to the Citizen Advisory Board and take action:

- Actions that may be taken
  - Move to appoint one member and one alternate to the Citizen Advisory Board
  - Take no Action

Attorney Approved Action Requested

BRIEF SUMMARY

Town Management has received three (3) letters of interest for the member and alternate Citizen Advisory Board positions. Correspondence has been included in the packet, and the applicants have been asked to attend the Town Council Meeting to answer any questions. Those interested applicants are:

- SarahMae Williams
- Stephen Olt
- 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 one member and one alternate to the Citizen Advisory Board.

MATERIALS SUBMITTED

The following materials were submitted and included in this packet:

1. SarahMae Williams
2. Stephen Olt
3. Robert Lopez

From:	noreply@civicplus.com
To:	Lindsay Radcliff Coombes; Nicholas Wharton; Sarah Jacobsen
Subject:	Online Form Submission #509 for Council, Board, Commission, or Committee Application Form
Date:	Thursday, June 26, 2025 9:17:07 AM

Council, Board, Commission, or Committee Application Form

Select the Council, Board, Commission, or Committee applying for	Citizen Advisory Board
Personal Information	
First Name	SarahMae
Last Name	Williams
Address1	826 Finch Drive
Address2	*Field not completed.*
City	Severance
State	CO
Zip	80550
Home Phone Number	[redacted]
Occupation	Graduate Student
Email Address	[redacted]
Residency Information	
Length of Residency in Severance	3 years
Are you a registered voter and a United States Citizen?	Yes
Education and Hobbies	
Hobbies	*Field not completed.*
Organization Membership Information	
Are you currently serving on other	No

Boards, Commissions, or Committees?	
If yes, which	*Field not completed.*
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	*Field not completed.*
Upload Letter of Interest	Williams_statement of interest_ToS.docx
Upload Resume	Williams_resume_ToS.docx

Email not displaying correctly? View it in your browser.

SarahMae Williams

Statement of Interest

Town of Severance Citizen Advisory Board

Hello,

My name is SarahMae Williams, and I am a mom, spouse, and recent graduate of CSU. My family moved to Severance three years ago when I transferred to Colorado State University. As a non-traditional transfer student, my range of experiences and perspectives have helped to inform my studies and my goals, and I believe that those experiences and perspectives would also serve the Town of Severance well in an advisory capacity. My husband's military career has been an integral part of our journey. It afforded me the opportunity to experience a variety of regional cultures and systems of government, while also providing opportunities for teamwork and leadership. Additionally, it provided numerous opportunities for me to improve skills such as resource management, interpersonal communications, and personal resilience.

When I applied to Colorado State University as an undergraduate, I planned to pursue a degree in Political Science that would allow me to affect climate policy and resource management at the international level. This has not changed. It has, however, become increasingly obvious that there are additional skills and tools I must acquire if I am to maximize my effectiveness in pursuing those goals. I firmly believe that the best way forward is to understand how we got here. My undergraduate studies in political science, global environmental sustainability, and economics have provided the foundational tools for understanding the political and ethical worldviews which have brought us to this point. They have also provided me with a variety of analytical tools to consider alternatives and solutions. Though my concentrations have been on global politics and policies, you can see from my resume that I have spent a fair amount of time focusing on how global, national, state, and local governments have responded individually and collectively to the challenges facing our society—even here in Weld County and in Severance, Colorado.

Currently I am pursuing a Master of Public Policy and Administration at CSU, which I believe will also provide me valuable insights should I be selected for the Citizen Advisory Board. It is my hope that the Town of Severance will allow me to put my education and research skills to work in the service of our community.

Thank you for your time.

Respectfully,

SarahMae Williams

SarahMae Williams

Severance, CO 80550

Education

- **Master of Public Policy and Administration**
  Colorado State University, Fort Collins, CO — Expected December 2026
- **Bachelor of Arts in Political Science**
  Graduated Summa Cum Laude — May 2025
  Concentration: Global Politics and Policy; Minor: Global Environmental Sustainability
  Colorado State University, Fort Collins, CO
- **Associate of Arts in Political Science**
  Graduated Summa Cum Laude — August 2022
  Volunteer State Community College, Gallatin, TN

Relevant Coursework

- **Agency and Policy Analysis**
  POLS 460: Policy Analysis and GES 470: Global Environmental Sustainability Capstone — 12/24
  Analysis of Global, National, State, and Local Waste Management Policies, Modern Innovations, Associated Costs and Benefits, and Relevant Funding Opportunities
  ECON 320: Public Finance — 08/24
  Economic Analysis of the Nuclear Regulatory Commission, Policy Analysis of the VA Mission Act
  GES 120: Water Sustainability in the Western US and POLS 103: State and Local Gov't — 12/23
  Analysis of Colorado River Basin History, Water Law in the West, and Current Implications
  POLS 351: Public Administration and NR 320: Natural Resources History and Policy — 05/23
  Analysis of National, State, and Local Wildfire Mitigation, Management, and Restoration Policies
- **Data Analysis**
  PPA 543: Evidence-Based Decision Making — 05/25
  PPA 501: Program Evaluation and Quantitative Methods — 12/24
  POLS 492: Empirical Analysis of Democracy — 05/24
  Analysis of the Relationship Between Democracy and Climate Change Responsiveness

Volunteer Experience

- **Office of Social Equity and Innovation, Data and Evaluation** — 01/25-04/25
  Internship
  Denver, CO
  - Interviewing program managers and staff to understand current data collection and utilization practices
  - Identifying opportunities and recommending options to reduce administrative burden
- **Severance Middle School**, **Weld RE-4 School District** — 08/23-12/23
  Library Volunteer
  Severance, CO
  - Assisting students with locating and utilizing project specific resources and materials
- **1st Brigade, 426th BSB, Bravo Company** — 12/16-04/18
  Family Readiness Group Leader
  Fort Campbell, KY
  - Coordinating and facilitating meetings, activities, and fundraisers for over 100 soldiers and their families at the Company level
  - Managing the private Company-level Family Readiness Group Facebook page with over 200 members while maintaining the highest standards of Operational Security

Work Experience

- **SPAR Business Services** 01/15-10/18
  Regional Quality Control, National Recruiting Services
  White Plains, NY
  - Examining customer compliance with program requirements and making appropriate recommendations to bring customer into compliance as needed
  - Assessing employee compliance with established procedures and processes and recommending appropriate actions to include additional training or disciplinary action on a case-by-case basis
- **Fort Lee Federal Credit Union** 10/10-04/11
  Plastic Card Services, VISA Program Administration, Fraud Department Manager
  Prince George, VA
  - Participating in CUNA advocacy programs to influence federal regulatory guidance concerning credit unions and their ability to competitively service small and large business accounts
  - Leading teams of up to 5 employees through the process of creating and evaluating training procedures related to detecting, investigating, and reporting fraudulent activity in customer transactions; and then implementing and executing the comprehensive training strategy
  - Working with local fraud prevention and mitigation teams ranging from 3 to 50 individuals from varying backgrounds and departments including, but not limited to, members of federal and local law enforcement, local retailers, and other members of the community
- **Tucson Federal Credit Union** 03/07-07/08
  Senior Teller, Member Service Representative
  Tucson, AZ
  - Analyzing simple and complex financial transactions to ensure compliance with Federal and State regulations and financial institution policies and procedures
  - Identifying, investigating, and reporting irregularities and errors found in financial transactions, loan documents, and other account documents
  - Ensuring compliance with all State and Federal Regulations as well as Credit Union Policies and Procedures in order to protect the Credit Union, its Members, and their assets

Achievements and Awards

- **Gamma Beta Phi** 01/23-Present
  National Honors and Service Society
  - Invitational membership based on academic achievement and community service
- **Pi Sigma Alpha** 01/23-Present
  National Political Science Honors Society
  - Invitational membership based on academic achievement
- **National Society of Leadership and Success** 10/21-Present
  - Invitational membership based on academic achievement and community service
- **Phi Theta Kappa** 10/21-Present
  International Honors Society for Two-Year Colleges
  - Invitational membership based on academic achievement
- **Secretary of the Army Spouse Lunch** 07/18
  1st Brigade, 426th BSB, Bravo Company Representative
  Fort Campbell, KY
  - Selected to meet with Secretary of the Army, Mark Esper, and his wife for a roundtable discussion presenting issues and concerns raised by servicemembers and spouses related to military family life
- **Volunteer of the Quarter** 04/18
  1st Brigade, 426th BSB, Bravo Company Volunteer of the Quarter
  Fort Campbell, KY
  - Logged over 200 volunteer hours serving as a conduit for communication between military leadership and family members

From: noreply@civicplus.com
To: Lindsay Radcliff Coombes; Nicholas Wharton; Sarah Jacobsen
Subject: Online Form Submission #503 for Council, Board, Commission, or Committee Application Form
Date: Monday, June 23, 2025 8:00:13 PM

Council, Board, Commission, or Committee Application Form

Select the Council, Board, Commission, or Committee applying for	Citizen Advisory Board
Personal Information	
First Name	Stephen
Last Name	Olt
Address1	612 Rosedale Street
Address2	*Field not completed.*
City	Severance
State	Colorado
Zip	80550
Home Phone Number	[redacted]
Occupation	Retired
Email Address	[redacted]
Residency Information	
Length of Residency in Severance	14 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, new home maintenance
Organization Membership Information	
Are you currently serving on other	No

Boards, Commissions, or Committees?	
If yes, which	*Field not completed.*
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	Former member of American Society of Landscape Architects
Upload Letter of Interest	cover letter for Citizen Advisory Board.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

[redacted]

June 23, 2025

Nicholas Wharton
Town Manager
3 Timber Ridge Pkwy
Severance, CO 80550

Dear Nicholas,

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

- Informed citizens in the community through neighborhood meetings, public hearings and provided research on new development in various sections of the city
- Interacted with local media informing of city development
- City liaison providing information to community members and development consultants

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 Citizen Advisory Board. 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 your consideration.

Sincerely,

Stephen Olt

STEPHEN **OLT**

612 Rosedale Street, Severance, CO 80550

[redacted]

Summary

Accomplished professional offering 22 years of experience in reviewing planning and development projects. Thorough in conducting in-depth research, performing surveys with community members, 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

- Interacted with local media
- Site analysis
- Facilitated neighborhood meetings
- Pubic engagement
- Effective communication
- Teamwork
- Transportation planning
- Problem solving
- Community engagement
- Traffic impact analysis
- Commercial and residential planning
- 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 variety 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 summit 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** — **08/1972**
Purdue University — West Lafayette, IN

Military History
Honorable Discharge from US Navy 1969, served aboard two ships during the Vietnam Conflict

From: noreply@civicplus.com
To: Lindsay Radcliff Coombes; Nicholas Wharton; Sarah Jacobsen
Subject: Online Form Submission #493 for Council, Board, Commission, or Committee Application Form
Date: Thursday, June 12, 2025 8:24:11 AM

Council, Board, Commission, or Committee Application Form

Select the Council, Board, Commission, or Committee applying for	Citizen Advisory Board
Personal Information	
First Name	ROBERT
Last Name	LOPEZ
Address1	969 OUZEL FALLS ROAD
Address2	*Field not completed.*
City	SEVERANCE
State	CO
Zip	80550
Home Phone Number	[redacted]
Occupation	SERVICE DEPT. - VALET MANAGER
Email Address	[redacted]
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	ACTIVE IN FRONT RANGE GMRS USERS GROUP (CLOSED CLUB)
Organization Membership Information	
Are you currently serving on other	No

Boards, Commissions, or Committees?	
If yes, which	*Field not completed.*
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	MEMBER & EVENT PLANNING - FRONT RANGE GMRS USERS GROUP (CLOSED CLUB) - COLORADO MEMBER - PIKES PEAK GMRS CLUB - COLORADO SPRINGS
Upload Letter of Interest	[TOWN OF SEVERANCE - CITIZEN ADVISORY BOARD.docx]
Upload Resume	[RESUME JUNE 2025.docx]

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

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

Thursday, June 12, 2025

Letter of Interest: Citizen Advisory Board

Dear Nicolas Wharton,

This is to notify you of my interest in running for the position of Citizen Advisory Board.
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]

ROBERT C. LOPEZ

969 OUZEL FALLS ROAD ~ SEVERANCE, CO 80550

[redacted]

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 Department - 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.

Blue Spruce Services, LLC | Blue Spruce Notary Services, LLC — Denver, CO
Owner Operator / Mobile Notary Service — January 2021 – December 2023

Weld County Notary & Loan Signing, LLC — Severance, CO
Owner Operator / Mobile Notary Service — May 2024 – Current

- 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 ROAD ~ SEVERANCE, CO 80550

[redacted]

ADDITIONAL EXPERIENCE

National Vision, Inc | America's Best Contacts & Eyeglasses Parker, CO
Assistant Manager 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 Denver, CO
Patient Safety Attendant – Virtual Care Center February 2021 – Nov. 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 Denver, CO
Owner Operator / Mobile Notary Service January 2021 – December 2023

Weld County Notary & Loan Signing, LLC Severance, CO
Owner Operator / Mobile Notary Service May 2024 – Current

- 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
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- 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 Orlando, FL
Security Officer 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 ROAD ~ SEVERANCE, CO 80550

[redacted]

Hilton Grand Vacations, Inc | Parc Soleil Ruby Lake Resort Orlando, FL
Loss Prevention Officer | Security Officer 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 Lake Buena Vista, FL
Security Host | Security Officer 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 Longwood, FL
Satellite Technician 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 Dennisville, NJ
Direct Support Professional 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.

TriCare Medical Transportation Pleasantville, NJ
Dispatcher, Transport Driver May 2013 – July 2013

- Non-Emergency Dispatcher and Driver call for service in-take, insurance verification, accepting payment methods, dispatch non-emergency units to transport patients to and from treatment facilities.
- Cross-trained to transport patients when needed.
- This was a new company starting out staffing was limited.

Belleplain Emergency Corps (Under new ownership since 1/1/2022) Belleplain, NJ
9-1-1 Communications Dispatcher May 2009 – April 2013

- A 911 Dispatcher is a telephone, radio or computer operator that connects people in need with fire, police, and medical emergency services.
- They receive a variety of reports, ranging from car accidents to criminal acts in progress and coordinate the dispatch of the appropriate emergency responders.

ROBERT C. LOPEZ

969 OUZEL FALLS ROAD ~ SEVERANCE, CO 80550

[redacted]

COMMUNITY INVOLVEMENT

Member, Event Planner, Front Range GMRS Users Group (Club)	February 2025 – Present
Member, Pikes Peak GMRS Club	May 2025 – Present
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

CERTIFICATIONS

Notary Public / Loan Signing Agent	Notary ID: 20214003085	Exp. January 25, 2029

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 – Weymouth Township Elem. School (8th Grade Graduation)	June 1995

AGENDA ITEM SUMMARY

AGENDA ITEM	SUBMITTED BY	PRESENTED BY
Pg. 127 - Bower North Annexation	Shani Porter, Planning Director	Shani Porter, Planning Director

ACTION REQUESTED	
Town Staff requests the Town Council continue the Bower North Annexation to Tuesday August 12th, 2025, Town Council meeting.	**Discussion** **Attorney Approved**

BRIEF SUMMARY

Town Staff and the applicant are currently reviewing and discussing the annexation agreement and will have it available for consideration by Town Council at the August 12th meeting.

PUBLIC SUPPORT/CONCERN

None at this time.

ANALYSIS AND RECOMMENDATION

Town Staff requests the Town Council continue the Bower North Annexation to Tuesday August 12th, 2025, Town Council meeting.

MATERIALS SUBMITTED

The following materials were submitted and included in this packet:
None

AGENDA ITEM SUMMARY

AGENDA ITEM	SUBMITTED BY	PRESENTED BY
Pg. 128 - Bower North Zoning	Shani Porter, Planning Director	Shani Porter, Planning Director

ACTION REQUESTED	
Town Staff requests the Town Council continue the Bower North Zoning to Tuesday August 12th, 2025, Town Council meeting.	**Discussion** **Attorney Approved**

BRIEF SUMMARY

Town Staff and the applicant are currently reviewing and discussing the annexation agreement and will have it available for consideration by Town Council at the August 12th meeting.

PUBLIC SUPPORT/CONCERN

None at this time.

ANALYSIS AND RECOMMENDATION

Town Staff requests the Town Council continue the Bower North Zoning to Tuesday August 12th, 2025, Town Council meeting.

MATERIALS SUBMITTED

The following materials were submitted and included in this packet:
None

AGENDA ITEM SUMMARY

AGENDA ITEM	SUBMITTED BY	PRESENTED BY
Pg. 129 - Resolution 2025-26R: A Resolution of the Town Council of the Town of Severance, Colorado, Approving and Accepting the Town's 2024 Audited Financial Statements	Efrain Lemus, Finance Director	Efrain Lemus, MBA, CPA, Finance Director

ACTION REQUESTED

The Finance Director and Town Management ask that the Town Council review, discuss, and take action on Resolution 2025-XXR: A Resolution of the Town Council of the Town of Severance, Colorado, Approving and Accepting the Town's 2024 Audited Financial Statements.

Actions that may be taken:

- Move to Approve Resolution 2025-XXR
- Take no action.

Resolution
Action Requested
Attorney Approved

BRIEF SUMMARY

The Adams Group, LLC has completed the audit of the 2024 financial statements. Eric Miller, CPA, will be present to discuss the audit and answer any questions the Council may have.

If the Council accepts the 2024 Audited Financial Statements, staff will file the audit with the State prior to the July 2025 deadline.

PUBLIC SUPPORT/CONCERN

None at this time.

ANALYSIS AND RECOMMENDATION

The Finance Director and Town Management ask that the Town Council approve Resolution 2025-XXR: A Resolution of the Town Council of the Town of Severance, Colorado, Approving and Accepting the Town's 2024 Audited Financial Statements.

MATERIALS SUBMITTED

The following materials were submitted and included in this packet:

1. 2025-26R Resolution for Audited Financial Statements Approval
2. Severance Draft FS - 7.2.25
3. Governance Communication Draft
4. FS Draft Opinion
5. IC Letter Draft
6. Examination Report Draft

TOWN OF SEVERANCE

RESOLUTION NO. 2025-26R

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SEVERANCE, COLORADO, APPROVING AND ACCEPTING THE TOWN'S 2024 AUDITED FINANCIAL STATEMENTS

WHEREAS, in accordance with Section 29-1-603 of the Colorado Revised Statues, the Town of Severance is required to conduct an annual audit of the financial statements of the Town for each fiscal year; and

WHEREAS, in January 2025, the Town Council engaged The Adams Group, LLC, certified public accountants, for an audit of the Town's financial statements for fiscal year 2024; and

WHEREAS, The Adams Group, LLC has successfully completed the 2024 Audit; and WHEREAS, the 2024 Audited Financial Statements have been prepared and submitted to Town staff for review and for approval and acceptance by the Town Council; and

WHEREAS, the Town's staff recommends the approval and acceptance of the Town's 2024 Audited Financial Statements.

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

The Town Council of the Town of Severance approves and accepts the Town's 2024 Audited Financial Statements prepared by The Adams Group, LLC.

RESOLVED AND APPROVED this 8th day of July 2025.

TOWN OF SEVERANCE, COLORADO

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Matthew Fries, Mayor

ATTEST:

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Sarah Jacobsen, Town Clerk

TOWN OF SEVERANCE, COLORADO

FINANCIAL STATEMENTS
DECEMBER 31, 2024

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SPECIAL REPORTS

The discussion and analysis of the Town of Severance's (the Town) financial performance provides an overall review of the Town's financial activities for the year ended December 31, 2024. The intent of this discussion and analysis is to look at the Town's financial performance as a whole. Readers should also review the financial statements and the notes to the financial statements to broaden their understanding of the Town's financial performance.

Financial Highlights

The Town of Severance's governmental net position increased by $12,297,664 and business-type net position increased by $5,335,350 for the year. The assets and deferred outflows of resources of the Town exceeded their liabilities and deferred inflows of resources at the close of fiscal year 2024 by $192,590,049 (net position). Of this amount, $37,424,348 (unrestricted net position) may be used to meet the Town's ongoing obligations or unforeseen expenses. $25,271,443 is restricted for future capital projects and emergencies.

As of the close of fiscal year 2024, the Town's General Fund reported an ending fund balance of $23,009,283 compared to the fiscal year 2023 balance of $18,981,016. General Fund revenues increased by $4,216,310 to $14,485,955 as of December 31, 2024 (not including transfers in). General Fund expenditures increased in 2024 by $5,598,345 to $12,764,056 (not including transfers out). The increase in expenditures was primarily due to increases in costs for capital outlay and personnel costs when compared to the prior year. The General Fund also had transfers in of $2,339,691 and transfers out of $33,323 during 2024. See Note 10.

Using the Basic Financial Statements

The basic financial statements consist of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. These statements are organized so that the reader can understand the Town of Severance as an entire operating entity. The statements then proceed to provide an increasingly detailed look at specific financial activities.

The first two statements are government-wide financial statements – the Statement of Net Position and the Statement of Activities. Both provide long and short-term information about the Town's overall financial status.

The remaining statements are fund financial statements that focus on individual parts of the Town's operations in more detail. The governmental fund statements tell how general Town services are financed in the short term as well as what remains for future spending. The Town has six governmental funds including: the General Fund, Conservation Trust Fund, Transportation Fund, Parks Fund, Public Facilities Fund, and the Public Safety Fund. Proprietary fund statements, sometimes referred to as Business Type Activities, offer short and long-term financial information about the activities that the Town operates with self-sustaining user fees. The Town operates three proprietary funds which are the Water Fund, Wastewater Fund, and Stormwater Fund.

Fiduciary fund statements provide information about financial relationships where the Town acts solely as a trustee or agent for the benefit of others to whom resources in question belong. The Town does not have any fiduciary funds.

The financial statements also include notes that explain some of the information in the financial statements and provide more detailed data.

Financial Analysis of the Town as a Whole

The Town's total net position (total assets plus deferred outflows of resources minus total liabilities plus deferred inflows of resources) was $192,590,49 as of December 31, 2024. This represents an increase of $17,633,014.

Government-Wide Financial Statements

The government-wide statements report information about the Town using accounting methods similar to those used by private businesses. The statement of net position includes all of the government's assets, deferred outflows of resources, liabilities, and deferred inflows of resources. Current year revenues and expenses are accounted for in the statement of activities on an accrual basis, regardless of when cash is received or paid.

The two government-wide statements report the Town's net position and how it has changed. The change in net position is important because it tells the reader that for the Town as a whole, the financial position has improved or diminished. The cause of this change may be the result of various factors, both financial and non-financial. Non-financial factors include facility conditions, and state or federal government required programs.

The government-wide financial statements distinguish functions of the Town that are principally supported by taxes and intergovernmental revenues (Governmental Activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (Business-type Activities). The Governmental Activities of the Town include general government, community development, public safety (code and law enforcement), public works, parks and recreation. The Business-type Activities of the Town of Severance consist of water, wastewater, and stormwater services.

Details of the Town's Net Position are as follows:

Condensed Statement of Net Position

	Governmental Activities		Business-Type Activities		Total	
	2024	2023	2024	2023	2024	2023
Assets						
Current and other assets	$ 31,931,853	$ 29,346,130	$ 33,800,388	$ 26,571,922	$ 65,732,241	$ 55,918,052
Capital assets	47,253,813	38,955,122	82,900,113	84,652,208	130,153,926	123,607,330
Total assets	79,185,666	68,301,252	116,700,501	111,224,130	195,886,167	179,525,382
Deferred outflows of resources	381,091	420,994	-	-	381,091	420,994
Liabilities						
Current liabilities	985,366	2,222,655	485,804	344,783	1,471,170	2,567,438
Net pension liability	-	62,207	-	-	-	62,207
Total liabilities	985,366	2,284,862	485,804	344,783	1,471,170	2,629,645
Deferred inflows of resources	2,206,039	2,359,696	-	-	2,206,039	2,359,696
Net position:						
Net investment in capital assets	47,253,813	38,955,122	82,640,445	84,441,001	129,894,258	123,396,123
Restricted	6,972,050	6,371,147	18,299,393	22,013,142	25,271,443	28,384,289
Unrestricted	22,149,489	18,751,419	15,274,859	4,425,204	37,424,348	23,176,623
Total net position	$ 76,375,352	$ 64,077,688	$ 116,214,697	$ 110,879,347	$ 192,590,049	$ 174,957,035

The statement of net position reflects a cash and investments position totaling $62,126,776 or 32% of total assets. The bulk of the Town's resources, $130,153,926 or 66% of total assets, are invested in capital assets. These assets consist of land and improvements, buildings, equipment, infrastructure, and utility system assets.

The Town uses these capital assets to provide services to citizens, consequently, these assets are not available for future spending and are reported as net investment in capital assets. Unrestricted net position may be used for any legal purpose and restricted net position may be used to fund future capital expenditures.

Changes in Net Position

Governmental activities increased the Town of Severance's net position by $12,297,664. Business-type activities increased the Town's net position by $5,335,350. A summary of the changes in net position is as follows:

Condensed Statement of Activities

	Governmental Activities		Business-Type Activities		Total	
	2024	2023	2024	2023	2024	2023
Revenues:						
Program revenues:						
Charges for services	$ 1,365,971	$ 1,231,039	$ 4,752,118	$ 3,678,094	$ 6,118,089	$ 4,909,133
Operating grants and contributions	3,432,216	2,095,479	-	-	3,432,216	2,095,479
Capital grants and contributions	5,718,172	1,012,041	4,029,523	3,298,025	9,747,695	4,310,066
General revenues:						
Property taxes and SOT	2,384,915	1,960,362	-	-	2,384,915	1,960,362
Sales & use taxes	5,233,398	3,252,024	-	-	5,233,398	3,252,024
Other taxes	231,356	231,729	-	-	231,356	231,729
Investment earnings (loss)	1,319,347	1,147,788	1,235,152	1,251,772	2,554,499	2,399,560
Other revenues	834,805	819,085	-	-	834,805	819,085
Internal balances	118,669	94,700	(118,669)	(94,700)	-	-
Total revenues	20,638,849	11,844,247	9,898,124	8,133,191	30,536,973	19,977,438
Expenses:						
General government	1,595,237	1,260,845	-	-	1,595,237	1,260,845
Community development	848,690	892,119	-	-	848,690	892,119
Public safety	2,168,666	1,782,523	-	-	2,168,666	1,782,523
Public works	2,420,134	2,255,033	-	-	2,420,134	2,255,033
Parks and recreation	1,146,071	882,346	-	-	1,146,071	882,346
Water	-	-	2,361,491	2,012,292	2,361,491	2,012,292
Wastewater	-	-	1,633,940	1,482,037	1,633,940	1,482,037
Stormwater	-	-	443,653	482,625	443,653	482,625
Loss (gain) on disposal and transfers	162,387	176,900	123,690	-	286,077	176,900
Total expenses	8,341,185	7,249,766	4,562,774	3,976,954	12,903,959	11,226,720
Change in net position	12,297,664	4,594,481	5,335,350	4,156,237	17,633,014	8,750,718
Net position, January 1,	64,077,688	59,483,207	110,879,347	106,723,110	174,957,035	166,206,317
Net position, December 31,	$ 76,375,352	$ 64,077,688	$ 116,214,697	$ 110,879,347	$ 192,590,049	$ 174,957,035

Financial Analysis of the Town's Funds

The Town uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds – The focus of the Town's governmental funds is to provide information on near-term inflows, outflows, and balance of spendable resources. Such information is useful in assessing the Town's financing requirements. In particular, unrestricted fund balance may serve as a useful measure of a government's net resources available for spending at the end of the year.

General Fund – The General Fund balance increased by $4,028,267 for an ending balance of $23,009,283 as of December 31, 2024. Total revenues increased $4,216,310, which was primarily due to an increase in property and sales tax, intergovernmental revenues and investment earnings during 2024. Total expenditures increased by $5,598,345 which was primarily driven by an increase in capital assets and personnel costs during 2024. During the year ended December 31, 2024, the General Fund had net transfers of $2,306,368.

Transportation Fund – The Transportation Fund balance increased by $677,700 for an ending balance of $3,961,330 as of December 31, 2024. Total revenues increased by $842,565, which was due to an increase in impact fees when compared to the prior year.

Total expenditures decreased by $1,648,927, which is a result of significantly less capital outlay when compared to 2023. During the year ended December 31, 2024, the Transportation Fund had net transfers out of $554,531.

For the year ending December 31, 2024, the General and Transportation Funds are the only major governmental funds. See the combining schedules on pages 43 and 44 for a breakout of the non-major governmental funds.

Proprietary Funds – Proprietary funds have historically operated as enterprise funds using the same basis of accounting as business-type activities; therefore, these statements will essentially match the information provided in the statements for the business-type activities. The proprietary fund statements, however, will provide a greater level of detail than the information found in the government-wide statements.

Water Fund – The Water Fund net position increased by $2,410,525 for an ending balance of $75,060,663. This increase is primarily due to contributed capital assets and water utility charges. Net position is made up of a combination of restricted cash and investments and capital assets.

Wastewater Fund – The Wastewater Fund net position increased by $2,753,447 for an ending balance of $30,650,248. This increase is primarily due to dedicated capital assets and wastewater impact fees. Net position is made up of a combination of restricted cash and investments and capital assets.

Stormwater Fund – Net position increased by $171,378 for an ending balance of $10,503,785. This increase is a result of contributed capital assets in 2024. Net position is made up of a combination of restricted cash and investments and capital assets.

Capital Assets

Approximately 36% of the Town's capital assets support governmental activities. The majority of the value is invested in land, construction in progress, buildings, and infrastructure improvements. The Town's business-type activities capital assets consist of its investments in water rights, utility systems and related equipment. During 2024, the Town continued its participation in the NISP project and also sold shares in the amount of $5,812,500 to another governmental entity. See below for a breakout of the Town's capital assets as of December 31, 2024 when compared to the prior year. See Note 4 for additional information.

	Governmental Activities		Business-Type Activities		Total	
	2024	2023	2024	2023	2024	2023
Land and improvements	$ 1,645,622	$ 1,645,622	$ 294,759	$ 294,759	$ 1,940,381	$ 1,940,381
Construction in progress	3,851,392	2,423,785	6,123,705	4,707,679	9,975,097	7,131,464
Infrastructure	36,631,508	31,382,082	-	-	36,631,508	31,382,082
Buildings	3,245,238	2,084,752	1,404,606	1,468,808	4,649,844	3,553,560
Vehicles	1,237,457	652,172	-	-	1,237,457	652,172
Equipment	642,596	766,709	153,919	123,296	796,515	890,005
Water rights	-	-	35,151,374	35,151,374	35,151,374	35,151,374
NISP CIP	-	-	2,031,177	6,478,677	2,031,177	6,478,677
North Weld County capacity	-	-	4,880,333	4,880,333	4,880,333	4,880,333
Water system	-	-	8,803,019	8,020,422	8,803,019	8,020,422
Wastewater System	-	-	15,308,154	14,814,181	15,308,154	14,814,181
Stormwater system	-	-	8,749,067	8,712,679	8,749,067	8,712,679
	$ 47,253,813	$ 38,955,122	$ 82,900,113	$ 84,652,208	$ 130,153,926	$ 123,607,330

Long-Term Liabilities

The Town's governmental and business-type activities long-term liabilities consist of accrued compensated absences payable. See below for a breakout of the Town's long-term debt as of December 31, 2024 when compared to the prior year. See Note 5 for additional information.

	Governmental Activities		Business-Type Activities		Total	
	2024	2023	2024	2023	2024	2023
Compensated absences	$ 129,905	$ 152,484	$ 32,972	$ 38,121	$ 162,877	$ 190,605
	$ 129,905	$ 152,484	$ 32,972	$ 38,121	$ 162,877	$ 190,605

Fiscal Outlook

The Town of Severance has multiple capital projects in the planning phase or under construction that address the needs of a growing community. These projects are funded by a combination of impact fees, grants, and fund balance and include traffic signals, water infrastructure, and a police station. In addition, over the next few years, there are significant capital projects planned, such as a community center, water treatment facility, wastewater treatment facility, and continued participation in the NISP project that will require financing through the issuance of bonds, state revolving loan funds, or bank loans. The Town will continue to be fiscally conservative while the required reserves are secured and healthy fund balances are maintained through these larger projects.

Request for Information

The financial statements are designed to provide information for regulatory reporting to federal and state agencies and those with an interest in the Town's finances. Questions concerning this or any additional information should be addressed to the Finance Director, Town of Severance, P.O. Box 339, Severance, CO 80546. Telephone inquiries may be made at 970-686-1218 and e-mail inquiries may be directed to ELemus@townofseverance.org.

BASIC FINANCIAL STATEMENTS

TOWN OF SEVERANCE
STATEMENT OF NET POSITION
DECEMBER 31, 2024

	Governmental Activities	Business-Type Activities	Total
Assets			
Cash and cash equivalents	$ 22,393,077	$ 14,980,926	$ 37,374,003
Cash and cash equivalents - restricted	6,449,880	18,302,893	24,752,773
Accounts receivable	261,281	-	261,281
Utility receivable	-	337,667	337,667
Due from other governments	720,754	-	720,754
Other receivables	-	112,537	112,537
Inventory	8,928	66,365	75,293
Property tax receivable	2,077,598	-	2,077,598
Prepaid items	20,335	-	20,335
Capital assets, not depreciated	5,497,014	48,481,348	53,978,362
Capital assets, net of depreciation	41,756,799	34,418,765	76,175,564
Total assets	79,185,666	116,700,501	195,886,167
Deferred Outflows of Resources			
Related to pension	381,091	-	381,091
Total deferred outflows of resources	381,091	-	381,091
Liabilities			
Accounts payable	655,433	189,664	845,097
Retainage payable	-	259,668	259,668
Accrued liabilities	165,488	-	165,488
Deposits	34,540	3,500	38,040
Due within one year	129,905	32,972	162,877
Total liabilities	985,366	485,804	1,471,170
Deferred Inflows of Resources			
Unavailable property taxes	2,077,598	-	2,077,598
Related to pension	128,441	-	128,441
Total deferred inflows of resources	2,206,039	-	2,206,039
Net Position			
Net investment in capital assets	47,253,813	82,640,445	129,894,258
Restricted			
Emergency reserves	460,000	-	460,000
Capital projects	1,068,508	-	1,068,508
Street projects	3,961,330	-	3,961,330
Park projects	498,998	-	498,998
Public facilities	397,808	-	397,808
Public safety	260,622	-	260,622
Conservation trust	324,784	-	324,784
System capacity and improvements	-	18,299,393	18,299,393
Unrestricted	22,149,489	15,274,859	37,424,348
Total net position	$ 76,375,352	$ 116,214,697	$ 192,590,049

The accompanying notes are an integral part of the financial statements.

TOWN OF SEVERANCE
STATEMENT OF ACTIVITIES
YEAR ENDED DECEMBER 31, 2024

		Program Revenues			Net (Expense) Revenue and Changes in Net Position		
Functions/Programs	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	Business-Type Activities	Total
Primary government:							
Governmental Activities:							
General government	$ 1,595,237	$ 492,638	$ 2,787,299	$ -	$ 1,684,700	$ -	$ 1,684,700
Community development	848,690	811,413	-	-	(37,277)	-	(37,277)
Public safety	2,168,666	61,920	-	191,131	(1,915,615)	-	(1,915,615)
Public works	2,420,134	-	441,695	1,717,306	(261,133)	-	(261,133)
Parks and recreation	1,146,071	-	203,222	146,270	(796,579)	-	(796,579)
Loss on disposal and transfer of assets	162,387	-	-	-	(162,387)	(123,690)	(286,077)
Acceptance of assets	-	-	-	3,663,465	3,663,465	-	3,663,465
Total governmental activities	8,341,185	1,365,971	3,432,216	5,718,172	2,175,174	(123,690)	2,051,484
Business-Type Activities:							
Water	2,361,491	2,920,118	-	1,302,083	-	1,860,710	1,860,710
Wastewater	1,633,940	1,549,692	-	2,374,162	-	2,289,914	2,289,914
Stormwater	443,653	282,308	-	353,278	-	191,933	191,933
Total business-type activities	4,439,084	4,752,118	-	4,029,523	-	4,342,557	4,342,557
Total primary government	12,780,269	6,118,089	3,432,216	9,747,695	2,175,174	4,218,867	6,394,041
GENERAL REVENUES:							
Taxes							
General property					2,305,016	-	2,305,016
Specific ownership taxes					79,899	-	79,899
Sales					2,334,528	-	2,334,528
Use					2,898,870	-	2,898,870
Franchise					231,356	-	231,356
Investment earnings					1,319,347	1,235,152	2,554,499
Other revenues					834,805	-	834,805
Internal balances					118,669	(118,669)	-
Total general revenues					10,122,490	1,116,483	11,238,973
Changes in net position					12,297,664	5,335,350	17,633,014
Net position - beginning					64,077,688	110,879,347	174,957,035
Net position - ending					$ 76,375,352	$ 116,214,697	$ 192,590,049

The accompanying notes are an integral part of the financial statements.

TOWN OF SEVERANCE
BALANCE SHEET – GOVERNMENTAL FUNDS
DECEMBER 31, 2024

	General Fund	Transportation Fund	Other Governmental Funds	Total Governmental Funds
Assets				
Cash and investments	$ 22,393,077	$ -	$ -	$ 22,393,077
Cash and investments - restricted	525,780	3,899,160	1,482,212	5,907,152
Accounts receivable	199,111	62,170	-	261,281
Inventory	8,928	-	-	8,928
Prepaid items	20,335	-	-	20,335
Due from other governments	720,754	-	-	720,754
Property taxes receivable	2,077,598	-	-	2,077,598
Total assets	$ 25,945,583	$ 3,961,330	$ 1,482,212	$ 31,389,125
Liabilities, deferred inflows of resources and fund balance				
Liabilities:				
Accounts payable	$ 655,433	$ -	$ -	$ 655,433
Accrued liabilities	165,488	-	-	165,488
Deposits	34,540	-	-	34,540
Total liabilities	855,461	-	-	855,461
Deferred inflows of resources				
Unavailable property taxes	2,077,598	-	-	2,077,598
Other unavailable revenues	3,241	-	-	3,241
Total deferred inflows of resources	2,080,839	-	-	2,080,839
Fund balance:				
Nonspendable				
Prepaid items	20,335	-	-	20,335
Inventory	8,928	-	-	8,928
Restricted				
Emergencies	460,000	-	-	460,000
Capital projects	525,780	-	-	525,780
Street projects	-	3,961,330	-	3,961,330
Park projects	-	-	498,998	498,998
Public facilities	-	-	397,808	397,808
Public safety	-	-	260,622	260,622
Conservation trust	-	-	324,784	324,784
Assigned				
Subsequent year budget	6,300,427	-	-	6,300,427
Unassigned	15,693,813	-	-	15,693,813
Total fund balances	23,009,283	3,961,330	1,482,212	28,452,825
Total liabilities, deferred inflows of resources and fund balances	$ 25,945,583	$ 3,961,330	$ 1,482,212	$ 31,389,125

The accompanying notes are an integral part of the financial statements.

TOWN OF SEVERANCE
RECONCILIATION OF THE GOVERNMENTAL FUNDS BALANCE SHEET TO THE STATEMENT OF NET POSITION
DECEMBER 31, 2024

Total fund balance, governmental funds	$	28,452,825
Amounts reported for governmental activities in the statement of net position are different because:		
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the governmental funds.		47,253,813
Deferred outflows and inflows of resources represent an acquisition or consumption of net position that applies to future periods and, therefore, are not reported in the funds.		
Deferred outflows related to pension		381,091
Deferred inflows related to pension		(128,441)
Unavailable revenues		3,241
Long-term liabilities, including capital leases are not due and payable in the current period, and therefore, are not reported in governmental funds.		
Compensated absences		(129,905)
The internal service fund is used by management to charge capital asset acquisition to individual funds. The assets and liabilities of the internal service fund is included in governmental activities in the statement of net position.		542,728
Total net position of governmental activities	$	76,375,352

The accompanying notes are an integral part of the financial statements.

TOWN OF SEVERANCE
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES – GOVERNMENTAL FUNDS
YEAR ENDED DECEMBER 31, 2024

	General Fund	Transportation Fund	Other Governmental Funds	Total Governmental Funds
Revenues				
Taxes	$ 7,849,669	$ -	$ -	$ 7,849,669
Intergovernmental	3,857,147	-	132,160	3,989,307
Licenses and permits	1,112,991	-	-	1,112,991
Fines and forfeitures	61,920	-	-	61,920
Charges for services	191,060	-	-	191,060
Impact fees	-	1,354,053	700,654	2,054,707
Investment earnings	1,042,564	159,642	95,347	1,297,553
Other revenue	370,604	-	-	370,604
Total revenues	14,485,955	1,513,695	928,161	16,927,811
Expenditures				
Current:				
General government	1,504,356	-	-	1,504,356
Community development	850,071	-	-	850,071
Public safety	2,111,426	-	-	2,111,426
Public works	743,155	-	-	743,155
Parks, recreation and other	407,049	-	-	407,049
Capital outlay	7,147,999	281,464	-	7,429,463
Total expenditures	12,764,056	281,464	-	13,045,520
Excess (deficiency) of revenues over (under) expenditures	1,721,899	1,232,231	928,161	3,882,291
Other financing sources (uses)				
Transfers in	2,339,691	254,701	-	2,594,392
Transfers out	(33,323)	(809,232)	(1,633,168)	(2,475,723)
Total other financing sources (uses)	2,306,368	(554,531)	(1,633,168)	118,669
Net changes in fund balances	4,028,267	677,700	(705,007)	4,000,960
Fund balances - beginning of year	18,981,016	3,283,630	2,187,219	24,451,865
Fund balances - end of year	$ 23,009,283	$ 3,961,330	$ 1,482,212	$ 28,452,825

The accompanying notes are an integral part of the financial statements.

TOWN OF SEVERANCE
RECONCILIATION OF THE GOVERNMENTAL FUNDS STATEMENT OF REVENUE, EXPENDITURES, AND CHANGES IN FUND BALANCE TO THE STATEMENT OF ACTIVITIES
YEAR ENDED DECEMBER 31, 2024

Net changes in fund balance - total governmental funds:	$ 4,000,960
Amounts reported for governmental activities in the statement of activities are different because:	
Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of these assets is allocated over their estimated useful lives and reported as depreciation expense.	
Capital outlay	7,199,427
Acceptance of assets	3,663,465
Depreciation expense	(2,401,814)
Loss on disposal and transfer of assets	(162,387)
Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in governmental funds	
Change in unavailable revenue	(190,712)
Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in the governmental funds	
Change in accrued compensated absences	22,579
Pension income	46,530
The Town's internal service fund is used by management to charge costs related to fleet acquisition to individual funds. The net revenue of the internal service fund is reported in governmental activities	119,616
Change in net position of governmental activities	$ 12,297,664

TOWN OF SEVERANCE
STATEMENT OF NET POSITION
PROPRIETARY FUNDS
DECEMBER 31, 2024

	Business-Type Activities				Governmental Activities
	Water Fund	Wastewater Fund	Stormwater Fund	Total	Internal Service Fund (1)
Assets					
Current assets:					
Cash and investments	$ 6,278,181	$ 8,649,279	$ 53,466	$ 14,980,926	$ -
Cash and investments - restricted	11,134,189	5,553,876	1,614,828	18,302,893	542,728
Utility receivable	188,091	125,667	23,909	337,667	-
Other receivable	993	111,540	4	112,537	-
Inventory	66,365	-	-	66,365	-
Total current assets	17,667,819	14,440,362	1,692,207	33,800,388	542,728
Noncurrent assets:					
Capital assets, not being depreciated	48,128,970	352,378	-	48,481,348	-
Capital assets, net of depreciation	9,693,275	15,910,906	8,814,584	34,418,765	-
Total noncurrent assets	57,822,245	16,263,284	8,814,584	82,900,113	-
Total assets	75,490,064	30,703,646	10,506,791	116,700,501	542,728
Liabilities					
Current liabilities:					
Accounts payable	150,144	39,493	27	189,664	-
Retainage payable	259,668	-	-	259,668	-
Customer deposits	3,500	-	-	3,500	-
Compensated absences, current	16,089	13,904	2,979	32,972	-
Total liabilities	429,401	53,397	3,006	485,804	-
Net Position					
Net investment in capital assets	57,562,577	16,263,284	8,814,584	82,640,445	-
Restricted	11,130,689	5,553,876	1,614,828	18,299,393	542,728
Unrestricted	6,367,397	8,833,089	74,373	15,274,859	-
Total net position	$ 75,060,663	$ 30,650,249	$ 10,503,785	$ 116,214,697	$ 542,728

(1) Fleet Fund

The accompanying notes are an integral part of the financial statements.

TOWN OF SEVERANCE
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
PROPRIETARY FUNDS
YEAR ENDED DECEMBER 31, 2024

	Business-Type Activities				Governmental Activities
	Water Fund	Wastewater Fund	Stormwater Fund	Total	Internal Service Fund (1)
Operating revenues					
Utility charges	$ 2,913,789	$ 1,549,692	$ 282,308	$ 4,745,789	$ -
Other charges for services	6,329	-	-	6,329	-
Fleet replacement revenue	-	-	-	-	85,522
Other operating revenues	-	-	-	-	12,300
Total operating revenues	2,920,118	1,549,692	282,308	4,752,118	97,822
Operating expenses					
Overhead expenses	141,558	122,334	26,214	290,106	-
Personnel services	451,928	398,914	78,883	929,725	-
Operating supplies	41,271	8,481	1,453	51,205	-
Professional fees	60,071	25,180	-	85,251	-
Repairs and maintenance	53,474	111,282	4,896	169,652	-
Treatment	1,021,078	283,473	-	1,304,551	-
Telephone and utilities	21,300	40,254	428	61,982	-
Other operating expenses	266,729	58,698	9,843	335,270	-
Depreciation	304,082	585,324	321,936	1,211,342	-
Total operating expenses	2,361,491	1,633,940	443,653	4,439,084	-
Operating income (loss)	558,627	(84,248)	(161,345)	313,034	97,822
Nonoperating revenues					
Investment earnings	575,308	585,988	73,856	1,235,152	21,794
Loss on disposal of capital assets	(13,364)	(110,326)	-	(123,690)	-
Total non-operating revenues	561,944	475,662	73,856	1,111,462	21,794
Income (loss) before interfund transfers and contributions	1,120,571	391,414	(87,489)	1,424,496	119,616
Capital contributions					
Plant investment fees	325,975	1,264,818	3,000	1,593,793	-
Dedicated assets	976,108	1,109,344	350,278	2,435,730	-
Transfers out	(12,129)	(12,129)	(94,411)	(118,669)	-
Total capital contributions and transfers	1,289,954	2,362,033	258,867	3,910,854	-
Change in net position	2,410,525	2,753,447	171,378	5,335,350	119,616
Net position, beginning of year	72,650,138	27,896,802	10,332,407	110,879,347	423,112
Net position, end of year	$ 75,060,663	$ 30,650,249	$ 10,503,785	$ 116,214,697	$ 542,728

(1) Fleet Fund

The accompanying notes are an integral part of the financial statements.

TOWN OF SEVERANCE
STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS
YEAR ENDED DECEMBER 31, 2024

	Business-Type Activities				Governmental Activities
	Water Fund	Wastewater Fund	Stormwater Fund	Total	Internal Service Fund (1)
Cash Flows From Operating Activities					
Cash received from customers	$ 2,863,086	$ 1,533,079	$ 276,669	$ 4,672,834	$ -
Cash paid to suppliers	(1,510,423)	(645,558)	(42,946)	(2,198,927)	-
Cash paid to employees	(452,456)	(400,894)	(81,524)	(934,874)	-
Other operating receipts	19,603	50,178	(4)	69,777	-
Net cash provided by operating activities	919,810	536,805	152,195	1,608,810	-
Cash Flows From Capital and Related Financing Activities					
Cash received from sale of water shares	5,812,500	-	-	5,812,500	-
Acquisition of capital assets	(2,587,448)	(323,797)	-	(2,911,245)	-
Tap fees received	325,975	1,264,818	3,000	1,593,793	-
Fleet replacement revenue	-	-	-	-	97,822
Net cash provided (used) by capital and related financing activities	3,551,027	941,021	3,000	4,495,048	97,822
Cash Flows From Noncapital Financing Activities					
Transfers to/from other funds	(12,129)	(12,129)	(127,734)	(151,992)	-
Net cash provided (used) by noncapital financing activities	(12,129)	(12,129)	(127,734)	(151,992)	-
Cash Flows From Investing Activities					
Investment earnings	575,308	585,988	73,856	1,235,152	21,794
Net cash provided by investing activities	575,308	585,988	73,856	1,235,152	21,794
Net change in cash and cash equivalents	5,034,016	2,051,685	101,317	7,187,018	119,616
Cash and cash equivalents and restricted cash, beginning of year	12,378,354	12,151,470	1,566,977	26,096,801	423,112
Cash and cash equivalents and restricted cash, end of year	$ 17,412,370	$ 14,203,155	$ 1,668,294	$ 33,283,819	$ 542,728
Reconciliation of Net Operating Income to Net Cash Provided by Operating Activities					
Net operating income	$ 558,627	$ (84,248)	$ (161,345)	$ 313,034	$ -
Adjustments to reconcile net operating income to cash provided by operating activities					
Depreciation expense	304,082	585,324	321,936	1,211,342	-
Changes in assets and liabilities related to operations					
(Increase) Decrease in:					
Accounts receivable	(33,929)	33,565	(5,643)	(6,007)	-
Inventory	(2,118)	-	-	(2,118)	-
Increase (Decrease) in:					
Accounts payable	97,176	4,144	(112)	101,208	-
Deposits	(3,500)	-	-	(3,500)	-
Compensated absences payable	(528)	(1,980)	(2,641)	(5,149)	-
Net cash provided by operating activities	$ 919,810	$ 536,805	$ 152,195	$ 1,608,810	$ -

The accompanying notes are an integral part of the financial statements.

NOTE 1 – DEFINITION OF THE REPORTING ENTITY

The Town of Severance (the Town), Colorado is a political subdivision of the State of Colorado governed by seven Council Members. The Town provides general government, public works (roads and streets), public safety, park services, water, wastewater, and stormwater services for the geographical area organized as the Town.

The Town follows the Governmental Accounting Standards Board (GASB) accounting pronouncements which provide guidance for determining which governmental activities, organizations and functions should be included within the financial reporting entity. GASB pronouncements set forth the financial accountability of a governmental organization's elected governing body as the basic criterion for including a possible component governmental organization in a primary government's legal entity. Financial accountability includes, but is not limited to, appointment of a voting majority of the organization's governing body, ability to impose its will on the organization, and a potential for the organization to provide specific financial benefits or burdens and fiscal dependency.

The Town is not financially accountable for any other organization, nor is the Town a component unit of any other primary governmental entity.

Joint Ventures

The Town may participate in joint ventures created for special purposes which are not part of the Town's reporting entity. The following is a description of the only joint venture in which the Town participated in during the year ended December 31, 2024.

The E911 Emergency Telephone Service Authority Board (E911 Authority) was created by intergovernmental agreements pursuant to Article 11 of Title 29, C.R.S., as amended, and it authorizes the county, municipalities with the county, and special districts within the county to enter into an agreement for the purpose of providing 911 emergency telephone services. Per the state statute cited above, the agreement creates a separate legal entity which is responsible for administering the operations of the 911 emergency telephone service program in Weld County. The authority board consists of seven members with four selected by the Weld County Commissioners, and one member each is selected by the City of Greeley, City of Fort Lupton, and Weld County Sheriff. Under the bylaws of the E911 Authority, Weld County is required to pay all operating costs. State statute requires that all funds be maintained by the Weld County Treasurer. The operation of the E911 Authority is done contractually by the Weld County Communication Regional Center. The financial statements are prepared for the E911 Authority by Weld County in conformity with generally accepted accounting principles (GAAP) as applied to a government unit. The E911 Authority's financial reports are a component unit in the Weld County Comprehensive Annual Financial Report (CAFR). Financial statements of this joint venture are available at www.weldgov.com/departments/accounting/cafr.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The more significant accounting policies of the Town are described as follows:

Government-Wide and Fund Financial Statements

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the activities of the Town. For the most part, the effect of interfund activity has been removed from these statements. Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on fees and charges for support.

The statement of net position reports all financial and capital resources of the Town. The difference between the sum of assets and deferred outflows of resources and the sum of liabilities and deferred inflows of resources of the Town is reported as net position.

The statement of activities demonstrates the degree to which the direct and indirect expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment, and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not included in program revenues are reported instead as general revenues.

Separate financial statements are provided for governmental funds and proprietary funds. Major individual governmental and enterprise funds are reported as separate columns in the fund financial statements.

Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of the related cash flows. Grants and similar items are recognized as revenues as soon as all eligibility requirements imposed by the provider have been met. Depreciation is computed and recorded as an operating expense. Expenditures for property, equipment and infrastructure are shown as increases in assets, and redemption of bonds are recorded as a reduction in liabilities.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Measurement Focus, Basis of Accounting and Financial Statement Presentation (continued)

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the Town considers revenues to be available if they are collected within 120 days of the end of the current fiscal period. The major sources of revenue susceptible to accrual are property taxes, sales taxes, and franchise fees. All other revenue items are considered to be measurable and available only when cash is received by the Town.

The Town reports the following major governmental funds:

General Fund - The General Fund is the Town's primary operating fund. It accounts for all financial resources of the general government except those required to be accounted for in another fund.

Special Revenue Fund – Transportation Fund - The Transportation Fund accounts for improvements to the Town's street system funded through impact fee assessments.

The Town reports the following non-major governmental funds:

Special Revenue Fund – Conservation Trust Fund - The Conservation Trust Fund accounts for monies received through the State of Colorado Lottery/Conservation Trust Fund program. These funds are required to be spent on parks and recreation.

Special Revenue Fund – Parks Fund - The Parks Fund accounts for improvements to the Town's park system and is funded through impact fee assessments.

Special Revenue Fund – Public Facilities Fund - The Public Facilities Fund accounts for improvements to the Town's public facilities and is funded through impact fee assessments.

Special Revenue Fund – Public Safety Fund - The Public Safety Fund accounts for improvements to the Town's public safety system and is funded through impact fee assessments.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Measurement Focus, Basis of Accounting and Financial Statement Presentation (continued)

The Town reports the following major proprietary funds:

Water Fund - The Water Fund was established to account for the acquisition, operation and maintenance of the Town's water facilities and infrastructure.

Wastewater Fund - The Wastewater Fund was established to account for the acquisition, operation and maintenance of the Town's wastewater facilities and infrastructure.

Stormwater Fund - The Stormwater Fund was established to account for the acquisition, operation and maintenance of the Town's stormwater facilities and infrastructure.

Additionally, the Town reports the following fund types:

Fleet Fund - The Fleet Fund is an internal service fund used to provide necessary vehicles and equipment as well as future repairs and maintenance of vehicles and equipment to various departments and divisions within the Town.

Proprietary funds are used to account for the Town's ongoing activities that are similar to a private business enterprise. Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues are charges to customers for water and wastewater service. Operating expenses include the costs of the services, administrative expenses, and depreciation of capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses or capital contributions.

Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources, and Net Position/Fund Balances

Pooled cash and investments

The Town follows the practice of pooling cash and investments of all funds to maximize investment earnings. Cash in excess of immediate operating requirements is pooled for deposit and investment flexibility. Investment earnings are allocated periodically to the participating funds based on each fund's average equity balance in total cash.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources, and Net Position/Fund Balances (continued)

Cash and cash equivalents

For the purpose of the statement of cash flows of the proprietary funds, the Town considers cash and cash equivalents to include operating and restricted cash deposits and highly liquid investments with original maturities of three months or less from the date of acquisition. Investments are reported in accordance with GASB Statement No. 72, as amended.

Receivables

All receivables are reported at their gross value and, where appropriate, are reduced by the estimated portion that is expected to be uncollectible. Based upon review of the existing accounts receivable and the fact that any uncollectible water, wastewater, and stormwater receivables can be certified to the County Treasurer, no allowance for doubtful accounts is provided. All receivables are expected to be collected within one year.

Prepaid Items

Certain payments to vendors and other third parties reflect costs applicable to future accounting periods and are recorded as prepaid items in both the government-wide and fund financial statements. Expenditures/expenses are recorded when the service underlying the prepaid items is provided (consumption method).

Capital Assets

Capital assets are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capitalized assets are defined by the Town as assets with an initial, individual cost of more than $5,000. Such assets are recorded at acquisition cost or estimated acquisition cost if purchased or constructed. Donated capital assets are recorded at the acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Improvements are capitalized and depreciated over the remaining useful lives of the related capital assets, as applicable. Depreciation expense has been computed using the straight-line method over the estimated economic useful lives:

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources, and Net Position/Fund Balances (continued)

Capital Assets (continued)

Description	Estimated Lives
Building and improvements	30 years
Equipment	5 - 10 years
Vehicles	5 - 15 years
Infrastructure	10 - 50 years

Compensated Absences

The Town grants employees personal time off based on years of service. Up to one year's accrual of leave may be carried over to the next fiscal year. Upon separation from employment with the Town, an employee will be compensated for all earned but unused personal time off. Accrued sick time is not paid to the employee upon separation. Accumulated unpaid vacation pay is accrued when earned in the government-wide financial statements and proprietary fund statements. The Town uses the fund where employees' covered pay is recorded to liquidate compensated absences.

Long-Term Obligations

In the government-wide financial statements and proprietary fund statements, long-term obligations are reported as liabilities in the applicable governmental activities and business-type activities statement of net position. In the governmental fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as current expenditures.

Deferred Outflows and Deferred Inflows of Resources

In addition to assets, the statement of net position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net position that applies to a future period and so will *not* be recognized as an outflow of resources (expense/expenditure) until then. The Town has an item that is related to its pension that qualifies for reporting in this category. Accordingly, this item is deferred and will be recognized as an outflow of resources in the period the resource is required for use.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources, and Net Position/Fund Balances (continued)

Deferred Outflows and Deferred Inflows of Resources (continued)

In addition to liabilities, the statement of net position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position that applies to a future period and so will not be recognized as an inflow of resources (revenue) until that time.

The Town has three items that qualify for reporting in this category. Accordingly, the items, deferred property tax revenue, unavailable revenues, and deferred pension related items, are deferred and recognized as an inflow of resources in the period that the amounts become available.

Pensions

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense (income), information about the fiduciary net position of the Statewide Defined Benefit Plan (SWDB), administered by the Fire & Police Pension Association of Colorado (FPPA), and additions to/deductions from the SWDB's fiduciary net position have been determined on the same basis as they are reported by the FPPA. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

Contributed Capital

Impact fees and plant investment fees are generally recorded as capital contributions when received.

Fund Balances

The Town reports fund balances in the governmental fund in accordance with Governmental Accounting Standards Board (GASB) Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions.* This Statement defined the different types of fund balances that a governmental entity must use for financial reporting. As of December 31, 2024, fund balance of the governmental funds is classified as follows:

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources, and Net Position/Fund Balances (continued)

Fund Balance (continued)

Nonspendable - Amounts that cannot be spent either because they are in nonspendable form (i.e., inventories or prepaid items) or because they are legally or contractually required to be maintained intact. At December 31, 2024, the Town had $29,263 in nonspendable resources.

Restricted - Amounts that can be spent only for specific purposes because of constitutional provisions, enabling legislation, constraints that are externally imposed by creditors, grantors, contributors, or the laws or regulations of other governments. At December 31, 2024, the Town had $6,429,322 in restricted fund balance.

Committed - Amounts that can be used only for specific purposes determined by a formal action of the Town's Council. The Council is the highest level of decision-making body for the Town. Commitments may be established, modified, or rescinded only through ordinances or resolutions approved by the Council.

Assigned - Amounts that are subject to a purpose constraint that represents an intended use established by the Town in its budget process. The purpose of the assignment must be narrower than the purpose of the general fund. At December 31, 2024, the Town had $6,300,427 in assigned fund balance.

Unassigned - Represents the residual classification for the Town's general fund and could report a surplus or deficit.

When an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available, the Town considers restricted funds to have been spent first.

When an expenditure is incurred for which committed, assigned, or unassigned fund balances are available, the Town considers amounts to have been spent first out of committed funds, then assigned funds, and finally unassigned funds, as needed, unless the Council has provided other commitment or assignment actions.

Net Position

Net position represents the difference between assets and deferred outflows of resources less liabilities and deferred inflows of resources. The Town can report up to three categories of net position, as follows:

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources, and Net Position/Fund Balances (continued)

Net investment in capital assets - consists of net capital assets, reduced by the outstanding balances of any related debt obligations and deferred inflows of resources attributed to the acquisition, construction, or improvement of those assets and increased by balances of deferred outflows of resources related to those assets.

Restricted net position - net position is considered restricted if their use is constrained to a particular purpose. Restrictions are imposed by external organizations such as federal or state laws. Restricted net position is reduced by liabilities and deferred inflows of resources related to those assets.

Unrestricted net position - consists of all other net position that does not meet the definition of the above two components and is available for general use by the Town.

When an expense is incurred for purposes for which both restricted and unrestricted net position are available, the Town will use the most restrictive net position first.

Property taxes

Property taxes are levied by the Town's Council Members. The levy is based on assessed valuations determined by the County Assessor generally as of January 1 of each year. The levy is normally set by December 15 by certification to the County Commissioners to put the tax lien on the individual properties as of January 1 of the following year. The County Treasurer collects the determined taxes during the ensuing calendar year. The taxes are payable by April or if in equal installments, at the taxpayer's election, in February and June.

Delinquent taxpayers are notified in August and generally sales of the tax liens on delinquent properties are held in November or December. The County Treasurer remits the taxes collected monthly to the Town. Property taxes, net of estimated uncollectible taxes, are recorded initially as deferred inflows of resources in the year they are levied and measurable. The deferred inflows are recorded as revenue in the year they are available or collected.

Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Actual results could differ from those estimates.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources, and Net Position/Fund Balances (continued)

Budgets

In accordance with the State Budget Law, the Town's Council Members hold public hearings in the fall each year to approve the budget and appropriate the funds for the ensuing year. The appropriation is at the total fund expenditures and other financing uses level and lapses at year-end. The Town's Council Members can modify the budget by line item within the total appropriation without notification. The total appropriation can only be modified upon completion of notification and publication requirements. The budget includes each fund on its basis of accounting unless otherwise indicated.

Adoption of New Accounting Standard

For the year ended December 31, 2024, the Town implemented Governmental Accounting Standards Board (GASB) Statement No. 101, *Compensated Absences* which provides new guidance on financial reporting for compensated absences. The implementation of the new standard had no material impact on the Town's net position as of December 31, 2024.

NOTE 3 – CASH AND INVESTMENTS

Cash and investments are reflected in the Statement of Net Position as follows:

Cash and investments	$	37,374,003
Cash and investments - restricted		24,752,773
Total cash and investments	$	62,126,776

Cash and investments at December 31, 2024 consist of the following:

Cash on hand	$	1,121
Cash deposits		469,349
Investments		61,656,306
Total	$	62,126,776

Cash Deposits

The Colorado Public Deposit Protection Act (PDPA) requires all units of local government deposit cash in eligible public depositories. Eligibility is determined by state regulations. Amounts on deposit in excess of federal insurance levels must be collateralized by eligible collateral as determined by the PDPA.

NOTE 3 – CASH AND INVESTMENTS (CONTINUED)

Cash Deposits (continued)

PDPA allows the financial institution to create a single collateral pool for all public funds held. The pool is to be maintained by another institution or held in trust for all the uninsured public deposits as a group. The market value of the collateral must be at least equal to 102% of the uninsured deposits.

At December 31, 2024, the bank balance and carrying amount of the Town's deposits were $457,239 and $470,470, respectively. All cash deposits were covered by either the FDIC or PDPA.

Investments

The Town's investment policy adopts state statutes regarding investments.

Colorado revised statutes limit investment maturities to five years or less unless formally approved by Council Members. Such actions are generally associated with a debt service reserve or sinking fund requirements.

Revenue bonds of local government securities, corporate and bank securities, and guaranteed investment contracts not purchased with bond proceeds, are limited to maturities of three years or less.

Colorado statutes specify investment instruments meeting defined rating and risk criteria in which local governments may invest which include:

- Obligations of the United States, certain U.S. government agency securities and the World Bank
- General obligation and revenue bonds of U.S. local government entities
- Bankers' acceptances of certain banks
- Commercial paper
- Certain reverse repurchase agreements
- Certain securities lending agreements
- Certain corporate bonds
- Written repurchase agreements collateralized by certain authorized securities
- Certain money market funds
- Guaranteed investment contracts
- Local government investment pools

NOTE 3 – CASH AND INVESTMENTS (CONTINUED)

Investments (continued)

Interest Rate Risk

As a means of limiting its exposure to fair value losses arising from rising interest rates the Town limits investment portfolio to maturities of less than five years and a weighted average maturity of less than 3 years. Additionally, the Town structures its investment portfolio so that investments mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity.

Credit Risk

Credit quality risk is the risk that the issuer or other counterparty to a debt security will not fulfill its obligations to the Town. The Town limits investments to certain types of investments and diversifies the investment portfolio so the impact of potential losses from any one type of investment will be minimized.

Concentration of Credit Risk

Concentration of credit risk is the risk of loss attributed to the magnitude of the Town's investment in a single issuer. The Town has established various limits for issuers for each of the types of securities in which it is permitted to invest.

Custodial Credit Risk

For an investment, custodial credit risk is the risk that, in the event of the failure of the counterparty, the Town will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party.

Below is a breakdown of the Town's investments as of December 31, 2024:

		Maturity		
Investment Type	Rating - S&P	Less than 1 Year	1 to 5 years	Total
Colorado Local Government Liquid Asset Trust (Colotrust)	AAAm	$ 24,534,646	$ -	$ 24,534,646
Morgan Stanley Institutional Liquidity Fund	AAAm	301,696	-	301,696
U.S. Agency Bonds	Aaa	9,312,984	27,506,980	36,819,964
Total		$ 34,149,326	$ 27,506,980	$ 61,656,306

NOTE 3 – CASH AND INVESTMENTS (CONTINUED)

Investments (continued)

COLOTRUST

The Town invested in the Colorado Local Government Liquid Asset Trust (COLOTRUST) (the Trust), an investment vehicle established for local government entities in Colorado to pool surplus funds. The State Securities Commissioner administers and enforces all State statutes governing the Trust. The Trust offers shares in three portfolios, COLOTRUST PRIME, COLOTRUST PLUS+, and ColoTrust EDGE.

ColoTrust PRIME and ColoTrust Plus+, which operate similarly to a money market fund and each share is equal in value to $1.00, offer daily liquidity. Both portfolios may invest in U.S. Treasury securities and repurchase agreements collateralized by U.S. Treasury securities. COLOTRUST PLUS+ may also invest in certain obligations of U.S. government agencies, highest rated commercial paper and any security allowed under CRS 24-75-601. ColoTrust EDGE, a variance Net Asset Value (NAV) Local Government Investment Pool, offers weekly liquidity and is managed to approximate $10.00 transactional share price. ColoTrust EDGE may invest in securities authorized by C.R.S. 24-75-601.1, including U.S. Treasury securities, repurchase agreements collateralized by U.S. Treasury securities, certain obligations of U.S. government agencies, and highest rated commercial paper.

A designated custodial bank serves as custodian for the Trust's portfolios pursuant to a custodian agreement. The custodian acts as safekeeping agent for the Trust's investment portfolios and provides services as the depository in connection with direct investments and withdrawals. The custodian's internal records segregate investments owned by the Trust. COLOTRUST is rated AAAm by Standard & Poor's.

Morgan Stanley Institutional Liquidity Fund

The Morgan Stanley Institutional Liquidity Fund ("MSILF") is rated AAAm by Standard & Poor's and the maturity is weighted average under 20 days. MSILF records its investments at fair value and the Town records its investment in MSILF using the net asset value method. The fund is a money market fund with each share maintaining a value of $1.00. The money market fund invests in high quality debt securities issued by the U.S. Government. At December 31, 2024, the Town had $301,696 invested in the MSILF.

Investment Valuation

Certain investments are measured at fair value within the fair value hierarchy established by generally accepted accounting principles.

NOTE 3 – CASH AND INVESTMENTS (CONTINUED)

Investment valuation (continued)

The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets, Level 2 inputs are significant other observable inputs, and Level 3 inputs are significant unobservable inputs.

The Town's investments in ColoTrust PRIME and ColoTrust Plus+ are measured at net asset value, equal to $1.00 per share. There are no unfunded commitments, the redemption frequency is daily, and there is no redemption notice period. The Town's investment in the Morgan Stanley Institutional Liquidity Fund is valued at amortized cost. All other Town investments are valued using Level 2 inputs.

NOTE 4 – CAPITAL ASSETS

Capital asset activity for the year ended December 31, 2024 was as follows:

	Balances December, 31 2023	Additions	Deletions	Transfer	Balances December, 31 2024
Governmental Activities:					
Capital Assets, not being depreciated					
Land and improvements	$ 1,645,622	$ -	$ -	$ -	$ 1,645,622
Construction in process	2,423,785	3,783,409	-	(2,355,802)	3,851,392
Total capital assets, not depreciated	4,069,407	3,783,409	-	(2,355,802)	5,497,014
Capital Assets, being depreciated					
Infrastructure	38,224,189	4,831,460	-	2,355,802	45,411,451
Buildings	2,711,278	1,331,515	(65,525)	-	3,977,268
Vehicles	1,307,865	768,320	(132,402)	-	1,943,783
Equipment	1,548,340	148,188	(227,222)	-	1,469,306
Total capital assets, depreciated	43,791,672	7,079,483	(425,149)	2,355,802	52,801,808
Accumulated depreciation					
Infrastructure	6,842,107	1,937,836	-	-	8,779,943
Buildings	626,526	114,106	(8,602)	-	732,030
Vehicles	655,693	146,843	(96,210)	-	706,326
Equipment	781,631	203,029	(157,950)	-	826,710
Total accumulated depreciation	8,905,957	2,401,814	(262,762)	-	11,045,009
Net capital assets, depreciated	34,885,715	4,677,669	(162,387)	2,355,802	41,756,799
Governmental Activities Capital Assets, net	$ 38,955,122	$ 8,461,078	$ (162,387)	$ -	$ 47,253,813

NOTE 4 – CAPITAL ASSETS (CONTINUED)

Depreciation is charged to the Town's governmental activities as follows:

Governmental activities	
General government	$ 96,198
Public works	1,679,603
Public safety	114,473
Park and recreation	511,540
Total	$ 2,401,814

	Balances December, 31 2023	Additions	Deletions	Transfer	Balances December, 31 2024
Business-Type Activities:					
Capital Assets, not being depreciated					
Land	$ 294,759	$ -	$ -	$ -	$ 294,759
Water rights	35,151,374	-	-	-	35,151,374
NISP, CIP	6,478,677	1,365,000	(5,812,500)	-	2,031,177
North Weld County Capacity	4,880,333	-	-	-	4,880,333
Construction in progress	4,707,679	1,416,026	-	-	6,123,705
Total capital assets, not depreciated	51,512,822	2,781,026	(5,812,500)	-	48,481,348
Capital Assets, being depreciated					
Water system	9,464,603	1,038,936	(61,809)	-	10,441,730
Wastewater system	18,553,514	1,148,133	(186,110)	-	19,515,537
Stormwater system	9,750,162	350,278	-	-	10,100,440
Buildings	1,663,553	-	-	-	1,663,553
Equipment	441,607	77,064	(30,258)	-	488,413
Total capital assets, depreciated	39,873,439	2,614,411	(278,177)	-	42,209,673
Accumulated depreciation					
Water system	1,444,181	243,487	(48,957)	-	1,638,711
Wastewater system	3,739,333	543,241	(75,191)	-	4,207,383
Stormwater system	1,037,483	313,890	-	-	1,351,373
Buildings	194,745	64,202	-	-	258,947
Equipment	318,311	46,522	(30,339)	-	334,494
Total accumulated depreciation	6,734,053	1,211,342	(154,487)	-	7,790,908
Net capital assets, depreciated	33,139,386	1,403,069	(123,690)	-	34,418,765
Business-Type Activities Capital Assets, net	$ 84,652,208	$ 4,184,095	$ (5,936,190)	$ -	$ 82,900,113

NOTE 4 – CAPITAL ASSETS (CONTINUED)

Depreciation is charged to the Town's business-type activities as follows:

Business-type activities:		
Water	$	304,082
Wastewater		585,324
Stormwater		321,936
Total	$	1,211,342

NOTE 5 – LONG-TERM OBLIGATIONS

The following is a summary of the changes in long-term liabilities of the Town for the year ended December 31, 2024:

	Balances December 31, 2023	Additions	Deletions	Balances December 31, 2024	Due In One Year
Governmental Activities:					
Compensated absences	$ 152,484	$ 168,892	$ 191,471	$ 129,905	$ 129,905
Total	$ 152,484	$ 168,892	$ 191,471	$ 129,905	$ 129,905
Business-Type Activities:					
Compensated absences	$ 38,121	$ 30,787	$ 35,936	$ 32,972	$ 32,972
Total	$ 38,121	$ 30,787	$ 35,936	$ 32,972	$ 32,972

NOTE 6 – INTERGOVERNMENTAL AGREEMENTS

2013 Land Use and Utility Agreement

The Town entered into a land use and development agreement with the Town of Windsor on March 25, 2013, for continued cooperation and coordination between the two municipalities including planning for and managing growth and development of land, coordination of development policies and extension of services to areas of joint concern, and the ability of the two municipalities to achieve their respective and common goals. The parties agree that it is in the best interest of each that certain tax revenues generated within the corridor be shared between them. All sales and use tax collected by each of the municipalities within the corridor shall be shared and distributed between the municipalities in the following proportions: two-thirds to the collecting municipality and one-third to the other municipality. At the time of the execution of the agreement, neither of the municipalities has an excise or occupancy tax upon lodging services. In the event either of the municipalities adopts such a tax, all revenues generated from such shall be retained by the taxing municipality. At such time as both municipalities adopt such a tax, the revenues therefrom shall be shared by the parties in proportions provided for sales and use taxes.

NOTE 6 – INTERGOVERNMENTAL AGREEMENTS (CONTINUED)

2013 Land Use and Utility Agreement (continued)

The parties intend for this agreement to remain in full force and effect in perpetuity. On April 9, 2018, the parties amended the agreement to make modifications to the corridor standards. All other terms of the March 25, 2013, agreement remain intact.

Phase 1 Agreement for Design, Construction, Land Acquisition, and Cost Recovery

The Town entered into the Phase 1 Agreement for Design, Construction, Land Acquisition, and Cost Recovery with the Town of Windsor and Northlake Metropolitan District Nos 1-5 on October 24, 2017 to provide sanitary wastewater facilities to the area surrounding the intersection of State Highway 257 and Weld County Road 74. The parties agree that the Town of Windsor's sanitary wastewater utility is the best available source of sanitary wastewater service to the area and recognize savings can be achieved by a coordinated effort with cooperative funding of the line to be constructed by the Town of Windsor. By separate and subsequent agreements, the entities will arrive at understandings for cost-sharing associated with operations, management, and future access to the line. Each party deposited $500,000 into a single purpose project account maintained by the Town of Windsor.

A preliminary design of the wastewater line was completed and some of the necessary easements were acquired. The parties agreed to complete the easement acquisitions in 2019 but elected not to move forward with final design and construction at this time. The Town's share of expenditures in 2023 from the project account was $0.

Wastewater Treatment Service Agreement

The Town of Windsor and the Town entered into a Wastewater Treatment Service Agreement on April 14, 2003, to provide the right for the Town to discharge wastewater into Windsor's existing wastewater treatment facility. At the time of this agreement, The Town of Windsor was in the process of the Windsor East Side Interceptor Wastewater Project. Upon completion of this project Windsor would be able to accept and treat wastewater from the Town of Severance. The Town was required to pay an initial plant investment fee, all subsequent plant investment fees related to increased capacity required by the Town shall be calculated based upon peak demand. Whenever demand per day exceeds the level upon which the initial, or then existing, plant investment fee has been calculated, an additional plant investment fee shall be due. The additional fee shall be calculated by multiplying the additional gallons of usage per day by the then existing plant investment fee rate. Any future expansion of the Town's capacity as provided for in this agreement shall be limited to the total increased capacity in the Windsor East Side Interceptor Wastewater Project.

NOTE 6 – INTERGOVERNMENTAL AGREEMENTS (CONTINUED)

Water Service Agreement

North Weld County Water District (the District) and the Town entered into an Amended and Restated Water Service Agreement on March 5, 2019, to provide treated potable water to the Town.

Per this agreement, the District shall furnish, and the Town shall purchase and receive from the District, water for the operation of the Town's water system. The Town is required to purchase plant investment taps for the use of water and capacity provided by and through the District's system. Whenever peak demands exceed the level upon which the initial, or then existing, plant investment taps have been calculated, additional plant investment taps shall be purchased. The additional fee shall consist of a base fee and a distance fee. The plant investment fee is determined on an annual basis based on a periodic percentage increase adopted by the Board of Directors of the District, or in accordance with a rate study or revised rate study adopted by the Board of Directors of the District. In addition to purchasing plant investment taps for capacity and conveyance of water, the Town is billed a monthly usage charge for the treatment and delivery of water to the Town's water system. Usage charges are determined from a percentage increase authorized by the Board of Directors of the District or from a rate study performed by an independent professional consultant and adopted by the Board of Directors of the District.

Northern Integrated Supply Project (NISP)

On January 21, 2020, the Town entered into the NISP Phase 1 Agreement, whereby the Town is a participant in a regional water supply, water storage, and related benefits projects, to be developed by the Northern Integrated Supply Project Water Activity Enterprise (the Enterprise). Per the NISP Phase 1 agreement, the Town, along with other participants to the NISP agreement, will receive an allotment from the project in return for the Town's funding participation. The Town paid $1,365,000 in 2024 under the NISP Phase 1 agreement and sold shares worth $5,812,500.

NOTE 7 – RISK MANAGEMENT

The Town is a member of the Colorado Intergovernmental Risk Sharing Agency (CIRSA), a joint self-insurance pool created by intergovernmental agreement of over 200 municipalities to provide property, general and automobile liability, and public officials' coverage to its members. CIRSA is governed by a seven-member board elected by and from among its members. Coverage is provided through pooling of self-insured losses and the purchase of excess insurance coverage. CIRSA has a legal obligation for claims against its members to the extent that funds are available in its annually established loss fund and those amounts available from insurance providers under excess specific and aggregate insurance contracts.

NOTE 7 – RISK MANAGEMENT (CONTINUED)

Losses incurred in excess of loss funds and amounts recoverable from excess insurance are direct liabilities of the participating members.

CIRSA has indicated that any excess losses would be billed to members in proportion to their contributions in the year such excess occurs, although it is not required to do so. The Town has not been informed of any excess losses that may have been incurred by the pool for the past three years.

NOTE 8 – RETIREMENT COMMITMENTS

Plan Description

The Town contributes to the Statewide Defined Benefit Plan, a cost-sharing multiple-employer defined benefit pension plan. The plan is administered by the Fire and Police Pension Association of Colorado (FPPA). The Plan provides retirement benefits for members and beneficiaries. Death and disability coverage is provided for members hired prior to January 1, 1997 through the Plan. All full-time, paid police officers of the Town are members of the Statewide Defined Benefit Plan. Colorado statutes assign the authority to establish benefit provisions to the state legislature. FPPA issues a publicly available annual financial report that includes financial statements and requires supplementary information for both the SWDB and the Statewide Death and Disability Plan. FPPA issues a publicly available financial report that includes information on the plan. That report may be obtained at www.fppaco.org.

Description of Benefits

The FPPA Board of Directors may change the retirement age on an annual basis, depending upon the results of the actuarial valuation and other circumstances. The normal retirement age should not be less than age 55 or more than age 60. Any member with at least 25 years of service may retire at any time after age 55 and shall be eligible for a normal retirement pension. Members with a combined age and years of service totaling 80 or more, with a minimum age of 50 also qualify for a normal retirement pension.

A member is eligible for retirement after attainment of age 55 with at least five years of credited service. A member is eligible for early retirement after completion of 30 years of service or attainment of age 50 with at least five years of credited service. The early retirement benefit equals the normal retirement benefit reduced on an actuarially equivalent basis.

NOTE 8 – RETIREMENT COMMITMENTS (CONTINUED)

Description of Benefits (continued)

The annual retirement benefit for the defined benefit component is 2.0 percent of the average of the member's highest three-year base salary for each year of credited service up to ten years, plus 2.5 percent of the average of the member's highest three-year-base salary for each year of service thereafter.

Benefits paid to retired members and beneficiaries may be increased annually on October 1 via cost-of-living adjustment (COLA). COLAs may be compounding or noncompounding. The increase in benefits, if any, is based on the FPPA Board of Director's discretion. Compounding COLAs can range from 0 percent to the higher of 3 percent or the Consumer Price Index for Urban Wage Earners and Clerical Workers. Non-compounding COLAs take into consideration the investment returns, compounding COLAs and other economic factors. COLAs may begin once the retired member has been receiving retirement benefits for at least 12 calendar months prior to October 1.

Upon termination, a member may elect to have member contributions, along with 5 percent as interest, returned as a lump sum distribution in lieu of a retirement benefit.

Contributions

Contribution rates for the Plan are set by state statute. The FPPA Board of Directors may further increase the required contributions, equally between employer and member, upon approval through an election of both employers and members.

Members of the defined benefit component contributed 12.0 percent of base salary. In 2020, legislation was enacted to increase the employer contributions rate to the plan beginning in 2021. Employer contribution rates will increase 0.5 percent annually through 2030 to a total of 13.0 percent of base salary. These increases result in a combined contribution rate of 25.0 percent of base salary in 2030. In 2024, the members of the defined benefit component and their employers contributed at a rate of 12.0 percent and 10.0 percent, respectively, of base salary for a total contribution rate of 22.0 percent. The Town's contributions to the plan for the year ended December 31, 2024 were $73,955, equal to the required contributions.

Contributions from Defined Benefit Component members and employers of plans reentering the Defined Benefit Component are established by resolution and approved by the FPPA Board of Directors. The continuing rate of contribution for reentry groups is determined for each reentry group. The additional contribution amount is determined locally and may be paid by the member, the employer or split 50/50. Per the 2020 legislation, the required employer contribution rate for reentry departments also increases 0.5 percent annually.

NOTE 8 – RETIREMENT COMMITMENTS (CONTINUED)

Contributions (continued)

These increases result in a minimum combined contribution rate of 25.2 percent in 2030.

Pension Liability, Pension Expense (Income), and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pension

At December 31, 2024, the Town reported a net pension liability of $0, representing its proportionate share of the net pension liability of the plan. The net pension liability was measured at December 31, 2023, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of January 1, 2024. The Town's proportion of the net pension liability was based on the Town's share of contributions to the pension plan relative to the contributions of all participating entities. At December 31, 2023, the Town's proportion was 0.0666% which was a decrease of 0.0035% from its proportion measured at December 31, 2022.

For the year ended December 31, 2024, the Town recognized pension income of $34,748. At December 31, 2024, the Town reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Difference between Expected and Actual Experience	$ 126,864	$ 6,095
Changes of Assumptions or other Inputs	73,586	-
Net Difference between Projected and Actual Earnings on Pension Plan Investments	91,077	-
Changes in Proportion and Differences between Contributions Recognized and Proportionate Share of Contributions	15,609	122,346
Contributions Subsequent to the Measurement Date	73,955	-
Total	$ 381,091	$ 128,441

$73,955 reported as deferred outflows of resources related to pension resulting from Town contributions subsequent to the measurement date will be recognized as an increase in the net pension asset in the year ended December 31, 2025. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized as pension expense as follows:

NOTE 8 – RETIREMENT COMMITMENTS (CONTINUED)

Pension Liability, Pension Expense (Income), and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pension (continued)

Year Ended December 31,	Amount
2025	$ 28,777
2026	52,282
2027	83,549
2028	(4,231)
2029	4,833
Thereafter	13,485
	$ 178,695

Actuarial Assumptions

The actuarial valuations as of January 1, 2024, determined the total pension liability using the following actuarial assumptions and other inputs:

	Total Pension Liability	Actuarial Determined Contributions
Actuarial Valuation Date	January 1, 2024	January 1, 2023
Actuarial Method	Entry Age Normal	Entry Age Normal
Amortization Method	N/A	Level % of Payroll, Open
Amortization Period	N/A	30 years
Long-term Investment Rate of Return*	7.0%	7.0%
Projected Salary Increases	4.25% - 11.25%	4.25% - 11.25%
Cost of Living Adjustments (COLA)	0%	0%
*Includes Inflation at	2.5%	2.5%

For determining the total pension liability, the post-retirement mortality tables for nondisabled retirees uses the Pub-2010 Safety Healthy Annuitant Mortality Tables for males and females, amount-weighted, and then projected using the ultimate values of the MP-2020 projection scale for all years. The pre-retirement mortality assumption uses Pub-2010 Safety Healthy Employee Mortality Tables for males and females, amount-weighted, and then projected with the MP-2020 Ultimate projection scale. The pre-retirement non-duty mortality tables are adjusted to 60% multiplier. The on-duty mortality rate is 0.00015.

For determining the actuarially determined contributions, the post-retirement mortality tables for non-disabled retirees uses the Pub-2010 Safety Healthy Annuitant Mortality Tables projected with the ultimate values of the MP-2020 projection scale. The preretirement off-duty mortality tables are adjusted to 60% of the MP-2020 mortality tables for active employees. The on-duty mortality rate is 0.00015.

NOTE 8 – RETIREMENT COMMITMENTS (CONTINUED)

Actuarial Assumptions (continued)

At least every five years the FPPA's Board of Directors, in accordance with best practices, reviews its economic and demographic actuarial assumptions. At its July 2022 meeting, the Board of Directors reviewed and approved recommended changes to the actuarial assumptions. The recommendations were made by the FPPA's actuaries, Gabriel, Roeder, Smith & Company, based upon their analysis of past experience and expectations of the future. The assumption changes were effective for actuarial valuations beginning January 1, 2023. The actuarial assumptions impact actuarial factors for benefit purposes such as purchases of service credit and other benefits where actuarial factors are used.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighing the expected future real rates of return by the target asset allocation percentage and by adding expected inflation (assumed at 2.5 percent). Best estimates of arithmetic real rates of return for each major asset class included in the Fund's target asset allocation as of December 31, 2023 are summarized in the following table:

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return
Global Equity	35 %	8.33 %
Equity Long/Short	6 %	7.27
Private Markets	34 %	10.31
Fixed Income - Rates	10 %	5.35
Fixed Income - Credit	5 %	5.89
Absolute Return	9 %	6.39
Cash	1 %	4.32
Total	100 %	

Discount Rate

The discount rate used to measure the total pension liability was 7.00 percent. The projection of cash flows used to determine the discount rate assumed that contributions from participating employers will be made based on the actuarially determined rates based on the Board's funding policy, which establishes the contractually required rates under Colorado statutes. Based on those assumptions, the Statewide Retirement Plan's fiduciary net position was projected to be available to make all the projected future benefit payments of current plan members.

NOTE 8 – RETIREMENT COMMITMENTS (CONTINUED)

Discount Rate (continued)

Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

As of the measurement period ending December 31, 2023, the COLA assumption, which was previously 0.00%, was revised to reflect the true nature of Board's Benefits Policy which includes a variable COLA and supplemental payments. Consistent with Board's policy, the new COLA assumption will fluctuate from year to year depending on plan experience and is the long-term COLA assumption which results in no Net Pension Asset. If current assets do not support Total Pension Liabilities using a COLA assumption of greater than 0.00%, then a COLA assumption of 0.00% will be used and a Net Pension Liability will be reported.

Projected benefit payments are required to be discounted to their actuarial present values using a single discount rate that reflects (1) a long-term expected rate of return on pension plan investments (to the extent that the plan's fiduciary net position is projected to be sufficient to pay benefits) and (2) tax-exempt municipal bond rate based on an index of 20-year general obligation bonds with an average AA credit rating as of the measurement date (to the extent that the plan's projected fiduciary net position is not sufficient to pay benefits).

For purpose of this valuation, the expected rate of return on pension plan investments is 7.00 percent; the municipal bond rate is 3.77 percent (based on weekly rate closest to but not later than the measurement date of the "state & local bonds" rate from Federal Reserve statistical release (H.15)); and the resulting single discount rate is 7.00 percent.

Sensitivity of the Net Pension Liability (Asset) to Changes in the Discount Rate

The following presents the Town's proportionate share of the net pension liability calculated using the discount rate of 7. percent, as well as the Town's proportionate share of the net pension asset (liability) if it were calculated using a discount rate that is one percentage point lower (6.0 percent) or one percentage point higher (8.00%) than the current rate, as follows:

	1% Decrease (6.00%)	Current Discount Rate (7.00%)	1% Increase (8.00%)
Proportionate share of the Net Pension Liability (Asset)	$ 373,536	$ -	$ -

NOTE 8 – RETIREMENT COMMITMENTS (CONTINUED)

Pension Plan Fiduciary Net Position

Detailed information about the plan's fiduciary net position is available in FPPA's separately issued financial report, which may be obtained at www.fppaco.org.

Defined Contribution 457 Plan

The Town provides pension benefits for its employees through a defined contribution money purchase plan. All full-time employees, with the exception of the police department may participate in the plan from the date of employment and are immediately fully vested. The plan provisions can be modified by the Town Council. The Town contributes an amount equal to 5% or 3% of the covered employees' salaries each month, depending upon the employees' negotiated compensation with the Town. Contributions totaled $62,883 in 2024. The Town has no liability for this plan beyond its current annual contribution.

NOTE 9 – COMMITMENTS AND CONTINGENCIES

The Town receives financial assistance from federal and state governmental agencies in the form of grants. The disbursement of funds received under these programs generally requires compliance with terms and conditions specified in the grant agreements and are subject to audit by the grantor agencies.

NOTE 9 – COMMITMENTS AND CONTINGENCIES (CONTINUED)

Any disallowed claims resulting from such audits could become a liability of the General Fund or other applicable funds. However, in the opinion of the Town, any such disallowed claims will not have a material effect on any of the financial statements of the individual fund types included herein or on the overall financial position of the Town at December 31, 2024.

In 2017, the Town entered into an Intergovernmental Agreement with the Town of Windsor to bear one-third of the cost of financing roadway improvements along the south side of Colorado State Highway 392. The total cost of the project is $405,000, with Severance committed to paying $135,000. Windsor and Severance agree that the Severance Cost Share will be paid through the accumulation and retention by Windsor of Severance's one-third share of sales tax revenue generated within the Cooperative Planning Area as provided in the December 11, 2000, Intergovernmental Agreement.

At December 31, 2024, the Town had construction commitments of $603,148 related to on-going capital projects.

NOTE 10 – INTERNAL TRANSFERS

Interfund transfers for the year ending December 31, 2023 were comprised of the following:

Fund	Transfers In	Transfers Out
General Fund	$ 2,339,691	$ 33,323
Conservation Trust Fund	-	12,411
Transportation Fund	254,701	809,232
Public Facilities Fund	-	1,341,659
Public Safety Fund	-	272,813
Parks Fund	-	6,285
Water Fund	-	12,129
Wastewater Fund	-	12,129
Stormwater Fund	-	94,411
Total	$ 2,594,392	$ 2,594,392

NOTE 11 – TAX, SPENDING, AND DEBT LIMITATIONS

Colorado voters passed an amendment to the State Constitution, Article X, Section 20 (the Taxpayer Bill of Rights, otherwise known as TABOR), which has several limitations, including revenue raising, spending abilities and other specific requirements of state and local governments.

Enterprises, defined as government-owned businesses authorized to issue revenue bonds and receiving less than 10% of annual revenues in grants from all state and local governments combined, are excluded from the provisions of TABOR. The Town's management believes the Enterprise funds of the Town qualify for this provision. Spending and revenue limits are determined based on the prior year's fiscal year spending as adjusted for allowable increases for inflation and local growth.

Fiscal year spending is generally defined as expenditures plus reserve increases with certain exceptions. Revenues in excess of the fiscal year spending limit must be refunded unless retention of such revenue is approved by the voters.

Subsequent to December 31, 1992, the revenue in excess of the Town's "spending limit" must be refunded unless voters approve the retaining of such excess revenue. TABOR generally requires voter approval for any new tax, tax increases and new debt.

NOTE 11 – TAX, SPENDING, AND DEBT LIMITATIONS (CONTINUED)

At November 7, 1995 and April 2, 1996 elections, the electors of the Town authorized the Town to collect, retain and expend the full amount of revenues from all sources during 1998, as well as the full amount of all revenues generated by all sources for each subsequent year. This election authorized the spending of such revenues in each year without limitation under Article X, Section 20 of the Colorado Constitution.

The Town believes it is in compliance with the provisions of TABOR. However, TABOR is complex and subject to interpretation. Many of the provisions, including the interpretation of how to calculate Fiscal Year Spending limits and qualification as an Enterprise will require judicial interpretation.

REQUIRED SUPPLEMENTARY INFORMATION

TOWN OF SEVERANCE
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE – BUDGET AND ACTUAL – GENERAL FUND
YEAR ENDED DECEMBER 31, 2024

	Original Budget	Final Budget	Actual	Variance Positive (Negative)
Revenues				
Taxes				
Property taxes	$ 2,206,538	$ 2,206,538	$ 2,305,016	$ 98,478
Specific ownership taxes	90,000	90,000	79,899	(10,101)
Sales and use taxes	2,653,703	2,653,703	5,233,398	2,579,695
Franchise taxes	225,000	225,000	231,356	6,356
Total tax revenues	5,175,241	5,175,241	7,849,669	2,674,428
Intergovernmental				
Cigarette tax	5,000	5,000	5,001	1
Highway users	295,000	295,000	387,196	92,196
Road and bridge	60,000	60,000	54,499	(5,501)
Clerk/Motor vehicle fees	65,000	65,000	75,500	10,500
Mineral lease	50,000	50,000	71,062	21,062
Severance tax	10,000	10,000	267,007	257,007
Shared revenue	350,000	350,000	366,379	16,379
Other intergovernmental	-	-	2,630,503	2,630,503
Total intergovernmental revenues	835,000	835,000	3,857,147	3,022,147
Licenses and permits				
Liquor licenses	500	500	400	(100)
Building permits	400,000	400,000	767,471	367,471
Animal licenses	700	700	915	215
Business licenses and fees	500	500	350	(150)
Other licenses and fees	220,000	220,000	343,855	123,855
Total license and permit revenues	621,700	621,700	1,112,991	491,291
Fines and forfeitures	60,000	60,000	61,920	1,920
Charges for services				
Special events and charges	70,000	70,000	91,233	21,233
Rents	33,000	33,000	55,885	22,885
Impact fees and other charges	-	-	43,942	43,942
Total charges for services	103,000	103,000	191,060	88,060
Other				
Investment earnings	351,500	351,500	1,042,564	691,064
Miscellaneous revenues	113,900	113,900	370,604	256,704
Total miscellaneous	465,400	465,400	1,413,168	947,768
Total revenues	7,260,341	7,260,341	14,485,955	7,225,614

TOWN OF SEVERANCE
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE – BUDGET AND ACTUAL – GENERAL FUND (CONTINUED)
YEAR ENDED DECEMBER 31, 2024

	Original Budget	Final Budget	Actual	Variance Positive (Negative)
Expenditures				
General government				
Personnel services	1,035,622	1,035,622	877,822	157,800
Insurance	47,760	47,760	25,262	22,498
Professional fees	243,000	243,000	204,739	38,261
Repairs and maintenance	132,300	132,300	64,989	67,311
Supplies	44,950	44,950	12,431	32,519
Telephone and utilities	24,500	24,500	24,136	364
Traveling and training	63,750	63,750	44,172	19,578
Other expenses	107,046	107,046	250,805	(143,759)
Total general government	1,698,928	1,698,928	1,504,356	194,572
Community development				
Personnel services	429,559	429,559	163,216	266,343
Professional fees	82,500	82,500	106,388	(23,888)
Building inspections	400,000	400,000	498,660	(98,660)
Repairs and maintenance	1,490	1,490	-	1,490
Supplies	6,910	6,910	3,319	3,591
Telephone and utilities	3,500	3,500	2,129	1,371
Traveling and training	3,000	3,000	1,206	1,794
Other expenses	70,790	70,790	75,153	(4,363)
Total community development	997,749	997,749	850,071	147,678
Public safety				
Personnel services	1,657,291	1,657,291	1,609,919	47,372
Contract labor	53,800	53,800	19,643	34,157
Fuel and automotive	72,810	72,810	26,925	45,885
Insurance	73,000	73,000	72,013	987
Professional fees	80,000	80,000	23,911	56,089
Repairs and maintenance	87,500	87,500	110,785	(23,285)
Supplies	33,000	33,000	46,340	(13,340)
Telephone and utilities	27,560	27,560	27,377	183
Traveling and training	20,500	20,500	13,864	6,636
Other expenses	49,700	49,700	160,649	(110,949)
Total public safety	2,155,161	2,155,161	2,111,426	43,735

TOWN OF SEVERANCE
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE – BUDGET AND ACTUAL – GENERAL FUND (CONTINUED)
YEAR ENDED DECEMBER 31, 2024

	Original Budget	Final Budget	Actual	Variance Positive (Negative)
Public works				
Personnel services	313,544	313,544	263,173	50,371
Fuel and automotive	58,219	58,219	53,152	5,067
Insurance	17,375	17,375	-	17,375
Professional fees	1,200	1,200	2,195	(995)
Repairs and maintenance	295,498	295,498	299,045	(3,547)
Supplies	73,324	73,324	36,358	36,966
Telephone and utilities	24,000	24,000	26,574	(2,574)
Traveling and training	2,250	2,250	4,230	(1,980)
Other expenses	65,200	65,200	58,428	6,772
Total public works	850,610	850,610	743,155	107,455
Parks, recreation and other				
Personnel services	285,751	285,751	236,927	48,824
Professional fees	-	-	1,200	(1,200)
Repairs and maintenance	55,368	55,368	66,828	(11,460)
Supplies	34,544	34,544	22,493	12,051
Telephone and utilities	19,700	19,700	25,122	(5,422)
Traveling and training	1,600	1,600	1,996	(396)
Other expenses	65,225	65,225	52,483	12,742
Total health and welfare	462,188	462,188	407,049	55,139
Capital outlay				
General government	295,000	832,017	1,725,686	(893,669)
Community development	553,337	2,484,023	400,261	2,083,762
Public safety	624,400	882,452	3,549,648	(2,667,196)
Public works	707,800	1,650,500	1,472,404	178,096
Total capital outlay	2,180,537	5,848,992	7,147,999	(1,299,007)
Grant expenditures				
Grant expenditures	1,860,763	1,860,763	-	1,860,763
Total grant expenditures	1,860,763	1,860,763	-	1,860,763
Total expenditures	10,205,936	13,874,391	12,764,056	1,110,335
Excess (deficiency) of revenues over (under) expenditures	(2,945,595)	(6,614,050)	1,721,899	8,335,949
Other financing sources (uses)				
Transfers in	-	-	2,339,691	2,339,691
Transfers out	-	-	(33,323)	(33,323)
Total other financing sources (uses)	-	-	2,306,368	2,306,368
Net changes in fund balance	$ (2,945,595)	$ (6,614,050)	4,028,267	$ 10,642,317
Fund balance - beginning of year			18,981,016	
Fund balance - end of year			$ 23,009,283	

See accompanying Independent Auditors Report

TOWN OF SEVERANCE
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE – BUDGET AND ACTUAL – TRANSPORTATION FUND
YEAR ENDED DECEMBER 31, 2024

	Original Budget	Final Budget	Actual	Variance Positive (Negative)
Revenues				
Road infrastructure fee	$ 652,960	$ 652,960	$ 1,354,053	$ 701,093
Investment earnings	-	-	159,642	159,642
Total revenues	652,960	652,960	1,513,695	860,735
Expenditures				
Transportation projects	800,000	2,463,605	279,566	2,184,039
Other expenditures	-	-	1,898	(1,898)
Total expenditures	800,000	2,463,605	281,464	2,182,141
Excess (deficiency) of revenues over (under) expenditures	(147,040)	(1,810,645)	1,232,231	3,042,876
Other financing sources (uses)				
Transfers in	-	-	254,701	254,701
Transfers out	-	-	(809,232)	(809,232)
Total other financing sources (uses)	-	-	(554,531)	(554,531)
Net changes in fund balance	$ (147,040)	$ (1,810,645)	677,700	$ 2,488,345
Fund balance - beginning of year			3,283,630	
Fund balance - end of year			$ 3,961,330	

TOWN OF SEVERANCE
SCHEDULE OF THE TOWN'S PROPORTIONATE SHARE OF THE NET PENSION LIABILITY (ASSET) – STATEWIDE DEFINED BENEFIT PLAN
LAST 10 FISCAL YEARS*

Fiscal Year	2024	2023	2022	2021	2020	2019
Plan Measurement Date	December 31, 2023	December 31, 2022	December 31, 2021	December 31, 2020	December 31, 2019	December 31, 2018
Town's Proportion of the Net Pension Liability (Asset)	0.0666%	0.0701%	0.0468%	0.0486%	0.0457%	0.0241%
Town's Proportionate Share of the Net Pension Liability (Asset)	$ -	$ 62,207	$ (253,603)	$ (105,420)	$ (25,861)	$ 30,524
Town's Covered Payroll	655,584	609,732	376,712	390,022	337,015	40,402
Town's Proportionate Share of the Net Pension Liability (Asset) as a Percentage of its Covered payroll	0.0%	10.2%	(67.3%)	(27.0%)	(7.7%)	75.6%
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	100.0%	97.6%	116.2%	106.7%	101.9%	95.2%

*The amounts presented for each fiscal year were determined as of December 31, based on the measurement date of the plan. The Town joined the plan in 2018 and therefore, 10 years of data is not available.

TOWN OF SEVERANCE
SCHEDULE OF THE TOWN'S CONTRIBUTIONS AND RELATED RATIOS
STATEWIDE DEFINED BENEFIT PLAN
LAST 10 FISCAL YEARS*

Fiscal Year	2024	2023	2022	2021	2020	2019	2018
Statutorily Required Contributions	$ 73,955	$ 62,173	$ 54,876	$ 32,021	$ 31,202	$ 26,961	$ 3,232
Contributions in Relation to the Statutorily Required Contribution	73,955	62,173	54,876	32,021	31,202	26,961	3,232
Contribution Deficiency (Excess)	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Covered Payroll	$ 740,569	$ 655,584	$ 609,732	$ 376,712	$ 390,022	$ 337,015	$ 40,402
Contributions as a Percentage of Covered Payroll	10.0%	9.5%	9.0%	8.5%	8.0%	8.0%	8.0%

*The amounts presented for each fiscal year were determined as of December 31, based on the measurement date of the plan. The Town joined the plan in 2018 and therefore, 10 years of data is not available.

SUPPLEMENTARY INFORMATION

TOWN OF SEVERANCE
COMBINING BALANCE SHEET –
GOVERNMENTAL NON-MAJOR FUNDS
DECEMBER 31, 2024

	Conservation Trust Fund	Park Fund	Public Facilities Fund	Public Safety Fund	Total Non-Major Governmental Funds
Assets					
Cash and investments - restricted	$ 324,784	$ 498,998	$ 397,808	$ 260,622	$ 1,482,212
Total assets	$ 324,784	$ 498,998	$ 397,808	$ 260,622	$ 1,482,212
Fund balance:					
Restricted					
Park projects	$ -	$ 498,998	$ -	$ -	$ 498,998
Public facilities	-	-	397,808	-	397,808
Public safety	-	-	-	260,622	260,622
Conservation trust	324,784	-	-	-	324,784
Total fund balances	324,784	498,998	397,808	260,622	1,482,212
Total liabilities, deferred inflows of resources and fund balances	$ 324,784	$ 498,998	$ 397,808	$ 260,622	$ 1,482,212

TOWN OF SEVERANCE
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCES – GOVERNMENTAL NON-MAJOR FUNDS
YEAR ENDED DECEMBER 31, 2024

	Conservation Trust Fund	Park Fund	Public Facilities Fund	Public Safety Fund	Total Non-Major Governmental Funds
Revenues					
Intergovernmental	$ 132,160	$ -	$ -	$ -	$ 132,160
Impact fees	-	146,270	363,253	191,131	700,654
Investment earnings (loss)	11,259	18,378	50,244	15,466	95,347
Total revenues	143,419	164,648	413,497	206,597	928,161
Excess revenues over expenditures	143,419	164,648	413,497	206,597	928,161
Other financing sources (uses)					
Transfers out	(12,411)	(6,285)	(1,341,659)	(272,813)	(1,633,168)
Total other financing sources (uses)	(12,411)	(6,285)	(1,341,659)	(272,813)	(1,633,168)
Net changes in fund balances	131,008	158,363	(928,162)	(66,216)	(705,007)
Fund balances - beginning of year	193,776	340,635	1,325,970	326,838	2,187,219
Fund balances - end of year	$ 324,784	$ 498,998	$ 397,808	$ 260,622	$ 1,482,212

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See the accompanying Independent Auditors Report

TOWN OF SEVERANCE
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGE IN
FUND BALANCE – BUDGET AND ACTUAL – CONSERVATION TRUST FUND
YEAR ENDED DECEMBER 31, 2024

	Original and Final Budget	Actual	Variance Positive (Negative)
Revenues			
Intergovernmental revenues	$ 100,000	$ 132,160	$ 32,160
Investment earnings	-	11,259	11,259
Total revenues	100,000	143,419	43,419
Excess (deficiency) of revenues over (under) expenditures	100,000	143,419	43,419
Other financing sources (uses)			
Transfers out	-	(12,411)	(12,411)
Total other financing sources (uses)	-	(12,411)	(12,411)
Net changes in fund balance	$ 100,000	131,008	$ 31,008
Fund balance - beginning of year		193,776	
Fund balance - end of year		$ 324,784	

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TOWN OF SEVERANCE
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGE IN
FUND BALANCE – BUDGET AND ACTUAL – PARKS FUND
YEAR ENDED DECEMBER 31, 2024

	Original and Final Budget	Actual	Variance Positive (Negative)
Revenues			
Impact fees	$ 149,695	$ 146,270	$ (3,425)
Investment earnings	-	18,378	18,378
Total revenues	149,695	164,648	14,953
Excess (deficiency) of revenues over (under) expenditures	149,695	164,648	14,953
Other financing sources (uses)			
Transfer out	-	(6,285)	(6,285)
Total other financing sources (uses)	-	(6,285)	(6,285)
Net changes in fund balance	$ 149,695	158,363	$ 8,668
Fund balance - beginning of year		340,635	
Fund balance - end of year		$ 498,998	

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See the accompanying Independent Auditors Report

TOWN OF SEVERANCE
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGE IN FUND BALANCE – BUDGET AND ACTUAL – PUBLIC FACILITIES FUND
YEAR ENDED DECEMBER 31, 2024

	Original and Final Budget	Actual	Variance Positive (Negative)
Revenues			
Impact fees	$ 276,766	$ 363,253	$ 86,487
Investment earnings	-	50,244	50,244
Total revenues	276,766	413,497	136,731
Excess (deficiency) of revenues over (under) expenditures	276,766	413,497	136,731
Other financing sources (uses)			
Transfer out	-	(1,341,659)	(1,341,659)
Total other financing sources (uses)	-	(1,341,659)	(1,341,659)
Net changes in fund balance	$ 276,766	(928,162)	$ (1,204,928)
Fund balance - beginning of year		1,325,970	
Fund balance - end of year		$ 397,808	

TOWN OF SEVERANCE
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGE IN FUND BALANCE – BUDGET AND ACTUAL – PUBLIC SAFETY FUND
YEAR ENDED DECEMBER 31, 2024

	Original and Final Budget	Actual	Variance Positive (Negative)
Revenues			
Impact fees	$ 79,394	$ 191,131	$ 111,737
Investment earnings (loss)	-	15,466	15,466
Total revenues	79,394	206,597	127,203
Excess (deficiency) of revenues over (under) expenditures	79,394	206,597	127,203
Other financing sources (uses)			
Transfer out	-	(272,813)	(272,813)
Total other financing sources (uses)	-	(272,813)	(272,813)
Net changes in fund balance	$ 79,394	(66,216)	$ (145,610)
Fund balance - beginning of year		326,838	
Fund balance - end of year		$ 260,622	

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TOWN OF SEVERANCE
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGE IN FUND NET POSITION – BUDGET AND ACTUAL (BUDGETARY BASIS) – WATER FUND
YEAR ENDED DECEMBER 31, 2024

	Original Budget	Final Budget	Actual	Variance Positive (Negative)
Operating revenues				
Utility charges	$ 2,661,353	$ 2,661,353	$ 2,913,789	$ 252,436
Other charges for services	-	-	6,329	6,329
Total revenues	2,661,353	2,661,353	2,920,118	258,765
Operating expenses				
Overhead expenses	131,114	131,114	141,558	(10,444)
Personnel services	479,403	479,403	451,928	27,475
Operating supplies	92,069	92,069	41,271	50,798
Professional fees	42,500	42,500	60,071	(17,571)
Repairs and maintenance	68,052	68,052	53,474	14,578
Treatment	1,231,000	1,231,000	1,021,078	209,922
Telephone and utilities	20,000	20,000	21,300	(1,300)
Other operating expenses	98,250	98,250	266,729	(168,479)
Capital outlay	1,923,500	1,893,635	2,635,910	(742,275)
Total operating expenses	4,085,888	4,056,023	4,693,319	(637,296)
Other income				
Investment earnings	-	-	575,308	575,308
Total other income	-	-	575,308	575,308
Contributed capital and transfers				
Plant investment fees	865,725	865,725	325,975	(539,750)
Transfers out	-	-	(12,129)	(12,129)
Total contributed capital and transfers	865,725	865,725	313,846	(551,879)
Change in net position, budgetary basis	$ (558,810)	$ (528,945)	(884,047)	$ (355,102)
Reconciliation to GAAP basis				
Dedicated assets			976,108	
Capital outlay			2,635,910	
Depreciation			(304,082)	
Loss on disposal of capital assets			(13,364)	
Change in net position, GAAP basis			2,410,525	
Net position, beginning of year			72,650,138	
Net position, end of year			$ 75,060,663	

TOWN OF SEVERANCE
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGE IN FUND NET POSITION – BUDGET AND ACTUAL (BUDGETARY BASIS) – WASTEWATER FUND
YEAR ENDED DECEMBER 31, 2024

	Original Budget	Final Budget	Actual	Variance Positive (Negative)
Operating revenues				
Utility charges	$ 1,476,289	$ 1,476,289	1,549,692	$ 73,403
Total revenues	1,476,289	1,476,289	1,549,692	73,403
Operating expenses				
Overhead expenses	113,309	113,309	122,334	(9,025)
Personnel services	414,700	414,700	398,914	15,786
Operating supplies	42,319	42,319	8,481	33,838
Professional fees	47,000	47,000	25,180	21,820
Repairs and maintenance	83,652	83,652	111,282	(27,630)
Treatment	328,500	328,500	283,473	45,027
Telephone and utilities	62,350	62,350	40,254	22,096
Other operating expenses	92,500	92,500	58,698	33,802
Capital outlay	8,020,000	8,399,995	323,797	8,076,198
Total operating expenses	9,204,330	9,584,325	1,372,413	8,211,912
Other income				
Investment earnings	-	-	585,988	585,988
Total other income	-	-	585,988	585,988
Capital contributions and transfers				
Plant investment fees	1,494,396	1,494,396	1,264,818	(229,578)
Transfers out	-	-	(12,129)	(12,129)
Total contributed capital	1,494,396	1,494,396	1,252,689	(241,707)
Change in net position, budgetary basis	$ (6,233,645)	$ (6,613,640)	2,015,956	$ 8,629,596
Reconciliation to GAAP basis				
Dedicated assets			1,109,344	
Capital outlay			323,797	
Depreciation			(585,324)	
Loss on disposal of capital assets			(110,326)	
Change in net position, GAAP basis			2,753,447	
Net position, beginning of year			27,896,802	
Net position, end of year			$ 30,650,249	

TOWN OF SEVERANCE
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGE IN FUND NET POSITION – BUDGET AND ACTUAL (BUDGETARY BASIS) – STORMWATER FUND
YEAR ENDED DECEMBER 31, 2024

	Original and Final Budget	Actual	Variance Positive (Negative)
Operating revenues			
Utility charges	$ 244,384	$ 282,308	$ 37,924
Total revenues	244,384	282,308	37,924
Operating expenses			
Overhead expenses	24,281	26,214	(1,933)
Personnel services	80,667	78,883	1,784
Operating supplies	-	1,453	(1,453)
Repairs and maintenance	7,100	4,896	2,204
Telephone and utilities	650	428	222
Other operating expenses	31,549	9,843	21,706
Capital outlay	2,500	-	2,500
Total operating expenses	146,747	121,717	25,030
Other income			
Investment earnings	-	73,856	73,856
Total other income	-	73,856	73,856
Capital contributions and transfers			
Plant investment fees	-	3,000	3,000
Transfers out	-	(94,411)	(94,411)
Total contributed capital	-	(91,411)	(91,411)
Change in net position, budgetary basis	$ 97,637	143,036	$ 45,399
Reconciliation to GAAP basis			
Dedicated assets		350,278	
Depreciation		(321,936)	
Change in net position, GAAP basis		171,378	
Net position, beginning of year		10,332,407	
Net position, end of year		$ 10,503,785	

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See the accompanying Independent Auditors Report

TOWN OF SEVERANCE
STATEMENT OF NET POSITION
FLEET FUND
DECEMBER 31, 2024

Assets	
Current assets:	
Cash and investments - restricted	$ 542,728
Total assets	542,728
Net Position	
Restricted	542,728
Total net position	$ 542,728

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TOWN OF SEVERANCE
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGE IN
FUND NET POSITION – BUDGET AND ACTUAL (BUDGETARY BASIS) –
FLEET FUND
YEAR ENDED DECEMBER 31, 2024

	Original and Final Budget	Actual	Variance Positive (Negative)
Operating revenues			
Fleet replacement revenue	$ 83,338	$ 85,522	$ 2,184
Miscellaneous revenue	-	12,300	12,300
Total revenues	83,338	97,822	14,484
Other income			
Investment earnings	-	21,794	21,794
Total other income	-	21,794	21,794
Change in net position, budgetary basis	$ 83,338	119,616	$ 36,278
Change in net position, GAAP basis		119,616	
Net position, beginning of year		423,112	
Net position, end of year		$ 542,728	

TOWN OF SEVERANCE
STATEMENT OF CASH FLOWS
FLEET FUND
YEAR ENDED DECEMBER 31, 2024

Cash Flows From Capital and Related Financing Activities	
Fleet replacement revenue	$ 85,522
Other operating revenue	12,300
Net cash provided by capital and related financing activities	97,822
Cash Flows From Investing Activities	
Investment earnings	21,794
Net cash provided by investing activities	21,794
Net change in cash and cash equivalents	119,616
Cash and cash equivalents and restricted cash, beginning of year	423,112
Cash and cash equivalents and restricted cash, end of year	$ 542,728

SPECIAL REPORTS

THE ADAMS GROUP, LLC
CERTIFIED PUBLIC ACCOUNTANTS

July XX, 2025

Honorable Mayor and Town Council
Town of Severance
3 South Timber Ridge Parkway
PO Box 339
Severance, Colorado 80546

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Town of Severance, Colorado (the Town) for the year ended December 31, 2024. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated January 21, 2025. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Matters

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the Town are described in Note 1 to the financial statements. For the year ended December 31, 2024, the Town implemented Governmental Accounting Standards Board (GASB) Statement No. 101, *Compensated Absences.* The standard revised the recognition of the compensated absences liability. This implementation had no material impact to the Town for the year ended December 31, 2024. We noted no transactions entered into by the Town during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the Town's financial statements were:

- Management's estimate of depreciation expense is based on the straight-line method of depreciation from the date the asset is placed into service.
- Management's estimate of the compensated absence liability is based on hours accrued by employees as of December 31, 2024 and their rate of pay at December 31, 2024.
- Management's estimate of the net pension liability (asset), deferred outflows and deferred inflows of resources and pension expense (income) is based on an actuarial report performed by the Colorado Fire and Police Pension Association (FPPA).

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We evaluated management's estimates as of December 31, 2024 in determining they are reasonable.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. There are no sensitive disclosures as of December 31, 2024.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. See the attached listing of corrected misstatements. We noted no uncorrected statements for the year ended December 32, 2024.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated July XX , 2025.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the Town's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the Town's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention. See our separate letter dated July XX, 2025 for items noted for the year ending December 31, 2024.

Other Matters

We applied certain limited procedures to the required supplementary, which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the supplementary information which accompanies the financial statements but is not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

Restriction on Use

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

Very truly yours,

The Adams Group, LLC.
Certified Public Accountants

THE ADAMS GROUP, LLC
CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITORS' REPORT

Honorable Mayor and Town Council
Town of Severance, Colorado

Opinions

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Town of Severance, Colorado (the Town) as of and for the year ended December 31, 2024, and the related notes to the financial statements, which collectively comprise the Town's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Town, as of December 31, 2024, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Town, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Town's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

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Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events considered in the aggregate, that raise substantial doubt about the Town's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison information, and GASB required pension schedules be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Town's basic financial statements. The combining and individual nonmajor fund financial statements, budgetary comparison information, and the Local Highway Finance Report are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual nonmajor fund financial statements, budgetary comparison information, and the Local Highway Finance Report are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Greenwood Village, Colorado
July XX, 2025

THE ADAMS GROUP, LLC
CERTIFIED PUBLIC ACCOUNTANTS

Honorable Mayor and Town Council
Town of Severance
3 South Timber Ridge Parkway
PO Box 339
Severance, Colorado 80546

In planning and performing our audit of the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Town of Severance, Colorado (the Town) as of and for the year ended December 31, 2024, in accordance with auditing standards generally accepted in the United States of America, we considered the Town's system of internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control. Accordingly, we do not express an opinion on the effectiveness of the Town's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and, therefore, material weaknesses or significant deficiencies may exist that were not identified. However, as discussed below, we identified certain deficiencies in internal control that we consider to be significant deficiencies.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. We did not identify any deficiencies in internal control that we consider to be material weaknesses.

A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We consider the following deficiencies in internal control to be significant deficiencies:

Shared Accounts Receivable and Revenue

Through audit procedures performed, we noted the Town did not record third and fourth quarter revenue related to shared revenue with the Town of Windsor. This resulted in an adjusting journal entry to increase accounts receivable and increase revenue by $135,469 for the year ended December 31, 2024.

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

Greenwood Village, Colorado
July XX, 2025

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THE ADAMS GROUP, LLC
CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT ACCOUNTANTS' REPORT

To the Town Council
Severance, Colorado

We have examined the Town of Severance's (the Town) compliance with the compliance requirements "activities allowed or unallowed" and "allowable cost/cost principles" (the specified requirements) as described in Part IV "Requirements for an Alternative Compliance Examination Engagement for Recipients That Would Otherwise be Required to Undergo a Single Audit or Program-Specific Audit as a Result of Receiving Coronavirus State and Local Fiscal Recovery Funds" of the CSLFRF section of the 2024 OMB *Compliance Supplement* (referred to herein as "Requirements for an Alternative CSLFRF Compliance Examination Engagement") during the year ended December 31, 2024. Management of the Town is responsible for the Town's compliance with the specified requirements. Our responsibility is to express an opinion on the Town's compliance with the specified requirements based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants; the standards applicable to attestation engagements contained in *Government Auditing Standards,* issued by the Comptroller General of the United States; and in the "Requirements for an Alternative CSLFRF Compliance Examination Engagement." Those standards and requirements require that we plan and perform the examination to obtain reasonable assurance about whether the Town complied, in all material respects, with the specified requirements referenced above. An examination involved performing procedures to obtain evidence about whether the Town complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the engagement.

Our examination does not provide a legal determination on the Town's compliance with specified requirements.

In our opinion, the Town complied, in all material respects, with the specified requirements referenced above during the year ended December 31, 2024.

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Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards,* we are required to report all deficiencies that are considered to be significant deficiencies or material weaknesses in internal control; fraud, and noncompliance with provisions of laws, regulations, contracts, or grant agreements that have a material effect on the Town's compliance with the specified requirements and any other instances that warrant the attention of those charged with governance. We are also required to obtain and report the views of responsible officials concerning the findings, conclusions, and recommendations, as well as any planned corrective actions. We performed our examination to express an opinion on the Town's compliance with the specified requirements and not for the purpose of expressing an opinion on the internal control over the specified requirements or on compliance and other matters; accordingly, we express no such opinions. The results of our tests disclosed no matters that are required to be reported under *Government Auditing Standards.*

Intended Purpose

The purpose of this examination report is solely to express an opinion on whether the Town complied, in all material respects with the specified requirements referenced above during the year ended December 31, 2024. Accordingly, this report is not suitable for any other purposes.

Greenwood Village, Colorado
July XX, 2025

AGENDA ITEM SUMMARY

AGENDA ITEM	SUBMITTED BY	PRESENTED BY
Pg. 207 - Resolution 2025-27R: A Resolution of the Town Council of the Town of Severance, Colorado, authorizing the purchase of Platte Valley Veterinary, LLC's equitable interest in the real property located at 231 West 4th Avenue in the Town of Severance, Colorado, and approving the agreement pertaining thereto	Nicholas Wharton, Town Manager	Nicholas J. Wharton, MPA

ACTION REQUESTED

Management asks that the Town Council review and discuss Resolution 2025-27R: A Resolution of the Town Council of the Town of Severance, Colorado, authorizing the purchase of Platte Valley Veterinary, LLC's equitable interest in the real property located at 231 West 4th Avenue in the Town of Severance, Colorado, and approving the agreement pertaining thereto and take action.

- Actions that may be taken:
  - Move to approve Resolution 2025-27R
  - Take No Action

Resolution
Action Requested
Attorney Approved

BRIEF SUMMARY

The Town of Severance and Platte Valley Veterinary, LLC previously entered into a Lease Agreement dated March 1, 2020, under which the Town leased specific real property located at 231 West 4th Avenue, Severance, Colorado. While the Lease contained an option to purchase the Property for Platte Valley's benefit, under which Platte Valley was to obtain certain credit toward the purchase price of the property from a portion of the base rent it paid to the Town, Platte Valley and the Town had intended instead of an option to purchase the Property, that Platte Valley was supposed to have obtained equity in the Property based upon a portion of the base rent it paid to the Town during the term of the Lease. Platte Valley and the Town Manager have negotiated the material terms of an Agreement pursuant to which the Town will purchase Platte Valley's equitable interest in the Property in order to rectify the foregoing intentions.

PUBLIC SUPPORT/CONCERN

None at this time.

ANALYSIS AND RECOMMENDATION

MATERIALS SUBMITTED

The following materials were submitted and included in this packet:

1. Resolution 2025-27R Authorizing the Purchase of Equitable Interest in Property Located at 231

	W. 4th Ave
2.	Agreement

TOWN OF SEVERANCE
RESOLUTION NO. 2025-27R

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SEVERANCE, COLORADO, AUTHORIZING THE PURCHASE OF PLATTE VALLEY VETERINARY, LLC'S EQUITABLE INTEREST IN THE REAL PROPERTY LOCATED AT 231 WEST 4TH AVENUE IN THE TOWN OF SEVERANCE, COLORADO AND APPROVING THE AGREEMENT PERTAINING THERETO

WHEREAS, pursuant to Section 12.01 of the Town of Severance Home Rule Charter, the Town Council may authorize the purchase of real property by resolution; and

WHEREAS, the Town of Severance and Platte Valley Veterinary, LLC ("Platte Valley") previously entered into a Lease Agreement dated March 1, 2020 (the "Lease") under which the Town leased certain real property located at 231 West 4th Avenue, Severance, Colorado, legally described as Lot 1, Block 2, Scotch Pine Commercial as Timber Ridge PUD, Town of Severance, Weld County, Colorado, according to the plat recorded March 21, 2002 as Reception No. 2933108 and Affidavit of Correction recorded November 11, 2003 as Reception No. 3126008 (the "Property"), to Platte Valley; and

WHEREAS, while the Lease contained an option to purchase the Property for Platte Valley's benefit under which Platte Valley was to obtain certain credit toward the purchase price of the Property from a portion of the base rent it paid to the Town, Platte Valley and the Town had intended instead of an option to purchase the Property, that Platte Valley was supposed to have obtained equity in the Property based upon a portion of the base rent it paid to the Town during the term of the Lease; and

WHEREAS, Platte Valley and the Town Manager have negotiated the material terms of an Agreement pursuant to which the Town will purchase Platte Valley's equitable interest in the Property in order to rectify the foregoing intentions; and

WHEREAS, the Town Council desires to authorize the acquisition and purchase of Platte Valley's equitable interest in the Property, as legally described above, for public purposes including economic development, pursuant to the terms and conditions of that certain Agreement that is attached to this resolution, and to authorize the Town Manager to execute all documents necessary to complete the transaction on behalf of the Town.

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

Section 1. The Town Council for the Town of Severance hereby authorizes the acquisition and purchase of Platte Valley's equitable interest in the Property legally described below for $236,000.00 for public purposes including economic development:

> Lot 1, Block 2, Scotch Pine Commercial as Timber Ridge PUD, Town of Severance, Weld County, Colorado, according to the plat recorded March 21, 2002 as Reception No. 2933108 and Affidavit of Correction recorded November 11, 2003 as Reception No. 3126008, and

commonly known as 231 West 4^{th} Avenue, Severance, Colorado

Section 2. The Town Council approves the Agreement between the Town of Severance and Platte Valley Veterinary, LLC in substantially the same form as the copy attached to this resolution and incorporated herein by this reference. The Town Manager is authorized to execute the Agreement on behalf of the Town.

Section 3. The Town Manager is authorized to negotiate, finalize, execute, and deliver any and all documents necessary to complete the transaction on behalf of the Town, subject to approval as to form by the Town Attorney, and to carry out the intentions of the Town Council consistent with the Agreement and this resolution.

RESOLVED AND APPROVED this 8th day of July, 2025.

TOWN OF SEVERANCE, COLORADO

____
Matthew Fries, Mayor

ATTEST:

____
Sarah Jacobsen, Town Clerk

AGREEMENT

THIS AGREEMENT (the "Agreement"), is entered into between the Town of Severance, a Colorado home rule town (the "Town"), and Platte Valley Veterinary, LLC, a Colorado limited liability company ("Platte Valley").

RECITALS

WHEREAS, the Town and Platte Valley previously entered into a Lease Agreement dated March 1, 2020 (the "Lease") under which the Town leased certain property located at 231 West 4th Avenue, Severance, Colorado 80550 (the "Property") to Platte Valley;

WHEREAS, while the Lease contained an option to purchase the Property for Platte Valley's benefit under which Platte Valley was to obtain certain credit toward the purchase price of the Property from a portion of the base rent it paid to the Town, Platte Valley and the Town had intended that instead of an option to purchase the Property, Platte Valley was supposed to have obtained equity in the Property based upon a portion of the base rent it paid to the Town during the term of the Lease; and

WHEREAS, the Town is willing to pay Platte Valley the equity they believe Platte Valley is entitled to in the Property pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

AGREEMENT

1. Equity. Subject to the terms and conditions set forth in this Agreement, the Town and Platte Valley agree that Platte Valley is entitled to Two Hundred Thirty Six Thousand Dollars and 00/100 ($236,000.00) (the "Equity") based upon a portion of the base rent it paid to the Town under the Lease, which amount the parties believed was being paid by Platte Valley to the Town for an equitable interest in the Property.

2. Payment. Subject to the terms and conditions set forth in this Agreement, the Town agrees to pay Platte Valley the Equity within thirty (30) days following complete execution of this Agreement.

3. Release. For and in consideration of the payment of the Equity by the Town to Platte Valley, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Platte Valley does hereby release any claims to ownership of the Property, legal or equitable, known or unknown, that it has or had in the Property. Platte Valley represents and warrants that it has not made, nor caused to be made, any assignment or transfer of any of its claims covered by the foregoing release.

4. Entire Agreement. This Agreement is fully integrated, and constitutes the entire agreement and understanding between and among the parties with respect to the subject matter

contained herein and, except as set forth in this Agreement, no representations, warranties or promises have been made or relied upon by the parties to this Agreement.

5. Modification/Waiver. This Agreement may only be modified upon written agreement of the parties, or their respective successors and assigns. Any party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that party's right to assert or rely upon the terms and conditions of this Agreement. Any express waiver of a term of this Agreement shall not be binding and effective unless made in writing and properly executed by the waiving party.

6. Counterparts; Signatures. This Agreement may be executed in any number of counterparts each of which shall be deemed to be a duplicate original hereof. Signatures on this Agreement that are delivered by facsimile or electronically in a portable document format (pdf) shall be deemed to constitute original signatures.

7. Applicable Law. The provisions of this Agreement shall be governed by the laws of the State of Colorado, without giving effect to any conflict of law provisions. Any judicial proceeding brought hereunder shall be brought exclusively in the District Court for Weld County, Colorado. Each party hereby consents to the jurisdiction of such court and waives any defense or objection to such jurisdiction and/or venue.

8. Attorneys' Fees. In the event any action, proceeding or litigation, judicial or non-judicial, arises out of the subject matter of this Agreement, the prevailing party in such matter shall be entitled to payment of all its costs, expenses and reasonable attorneys' fees by the non-prevailing party.

9. Severability. If any provision of this Agreement is held invalid or unenforceable by a court with competent jurisdiction, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

10. Warranty of Authority. Each individual executing this Agreement on behalf of the Town and Platte Valley represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of the Town or Platte Valley, respectively, and that this Agreement is binding upon the Town and Platte Valley.

11. Headings. The headings in this Agreement are for convenience of reference only, and shall not be considered a part hereof or be given any effect in the construction or interpretation of this Agreement.

12. Governmental Immunity Act. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*

13. Representation. Platte Valley acknowledges that this Agreement has important legal consequences. Platte Valley also acknowledges that it has consulted with counsel, or had the opportunity to consult with counsel, in the execution of this Agreement. Platte Valley enters into this Agreement voluntarily, intelligently, and knowingly.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date of the last signature below (the "Effective Date").

TOWN OF SEVERANCE, COLORADO

By:____________________________

Print Name:______________________

Title:___________________________

Date:___________________________

PLATTE VALLEY VETERINARY, LLC,
a Colorado limited liability company

By:

Print Name: Andrew Kidd

Title: Owner

Date: 6-30-2025

AGENDA ITEM SUMMARY

AGENDA ITEM	SUBMITTED BY	PRESENTED BY
Pg. 214 - Resolution 2025-28R: A Resolution of the Town Council of the Town of Severance, Colorado, authorizing the lease of real property located at 231 West 4th Avenue in the Town of Severance, Colorado and approving the lease agreement pertaining thereto	Nicholas Wharton, Town Manager	Nicholas J. Wharton, MPA

ACTION REQUESTED

Management asks that the Town Council review and discuss Resolution 2025-28R: A Resolution of the Town Council of the Town of Severance, Colorado, authorizing the lease of real property located at 231 West 4th Avenue in the Town of Severance, Colorado and approving the lease agreement pertaining thereto and take action.

- Actions that may be taken:
  - Move to approve Resolution 2025-28R
  - Take No Action

Resolution
Attorney Approved
Action Requested

BRIEF SUMMARY

Platte Valley Veterinary, LLC has offered to lease the real property located at 231 West 4th Avenue, Severance, Colorado, from the Town of Severance. Platte Valley and the Town Manager have negotiated the material terms of a Lease pursuant to which the Town will lease the property to Platte Valley.

PUBLIC SUPPORT/CONCERN

None at this time.

ANALYSIS AND RECOMMENDATION

Management recommends that the Town Council take action and move to approve Resolution 2025-28R: A Resolution of the Town Council of the Town of Severance, Colorado, authorizing the lease of real property located at 231 West 4th Avenue in the Town of Severance, Colorado and approving the lease agreement pertaining thereto.

MATERIALS SUBMITTED

The following materials were submitted and included in this packet:
1. Resolution 2025-28R Authorizing the Lease of Property Located at 231 W. 4th Ave
2. Lease Platte Valley Veterinary
3. Personal Guaranty Platte Valley Veterinary

TOWN OF SEVERANCE
RESOLUTION NO. 2025-28R

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SEVERANCE, COLORADO, AUTHORIZING THE LEASE OF REAL PROPERTY LOCATED AT 231 WEST 4TH AVENUE IN THE TOWN OF SEVERANCE, COLORADO AND APPROVING THE LEASE AGREEMENT PERTAINING THERETO

WHEREAS, pursuant to Section 12.01 of the Town of Severance Home Rule Charter, the Town Council may authorize the lease of real property by resolution; and

WHEREAS, Platte Valley Veterinary, LLC ("Platte Valley") has offered to lease the real property located at 231 West 4th Avenue, Severance, Colorado (the "Property") from the Town of Severance; and

WHEREAS, Platte Valley and the Town Manager have negotiated the material terms of a Lease pursuant to which the Town will lease the Property to Platte Valley; and

WHEREAS, the Town Council desires to authorize the lease of the Property to Platte Valley pursuant to the terms and conditions of that certain Lease that is attached to this resolution, and to authorize the Town Manager to execute all documents necessary to complete the lease transaction on behalf of the Town.

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

Section 1. The Town Council for the Town of Severance hereby authorizes the lease of the real property located at 231 West 4th Avenue, Severance, Colorado to Platte Valley Veterinary, LLC.

Section 2. The Town Council approves the Lease between the Town of Severance and Platte Valley Veterinary, LLC in substantially the same form as the copy attached to this resolution and incorporated herein by this reference. The Town Manager is authorized to execute the Lease on behalf of the Town.

Section 3. The Town Manager is authorized to negotiate, finalize, execute, and deliver any and all documents necessary to complete the lease transaction on behalf of the Town, subject to approval as to form by the Town Attorney, and to carry out the intentions of the Town Council consistent with the Lease and this resolution.

RESOLVED AND APPROVED this 8th day of July, 2025.

TOWN OF SEVERANCE, COLORADO

____
Matthew Fries, Mayor

ATTEST:

____
Sarah Jacobsen, Town Clerk

APPROVED AS TO FORM:

____
Wilson Williams Fellman Dittman, Town Attorney

LEASE

THIS LEASE (the "Lease") is entered into by and between the Town of Severance, a Colorado home rule town (the "Landlord"), on the one hand, and Platte Valley Veterinary, LLC, a Colorado limited liability company (the "Tenant"), on the other hand.

In consideration of the payment of the Rent and the performance of the covenants and agreements by the Tenant set forth in this Lease, the Landlord does hereby lease to Tenant the property located at 231 West 4th Avenue, Severance, Colorado 80550 that is in Weld County, Colorado (the "Premises"), subject, however, to an access easement over and across the Premises for the Landlord, its agents and invitees benefit for ingress and egress to the property that is owned by the Landlord to the South and East of the Premises.

TO HAVE AND TO HOLD the same with all the appurtenances thereto pursuant to the following terms and conditions:

1. Term.

a. The term of this Lease shall begin on April 1, 2025 (the "Lease Commencement Date") and shall end at midnight on March 31, 2026 (the "Lease Expiration Date"); provided, however, either party may terminate this Lease at any time upon sixty (60) days prior written notice to the other party.

b. Provided Tenant is not in default beyond any applicable notice and cure period and this Lease has not been assigned by Tenant, Tenant shall have an option to extend the term of this Lease for two (2) additional terms of one (1) year each (the "Extension Term"); provided, however, either party may terminate an Extension Term at any time upon sixty (60) days prior written notice to the other party. Any such Extension Term of this Lease shall be upon the same terms, covenants and conditions as set forth herein. To exercise such extension option(s), Tenant must notify Landlord in writing on or before four (4) months prior to the Lease Expiration Date, as it may be extended, of its election to extend the term of this Lease. In the event Tenant fails to so notify Landlord or declines to exercise said option(s) to extend, such right shall terminate and no longer be in effect.

2. Rent. During the term of the Lease, Rent shall be payable in monthly amounts of Three Thousand Dollars and 00/100 ($3,000.00).

Rent is due in advance on the 1st day of each calendar month during the term of this Lease, commencing on the Lease Commencement Date and continuing each subsequent month thereafter. Notwithstanding the foregoing, if the Lease Commencement Date falls on a day of the month other than the first day of such month, then the Rent for such fractional month shall be a proportionate amount of a full calendar month's rental based on the proportion that the number of days in such fractional month bears to the number of days in the calendar month during which such fractional month occurs. Rent shall be paid without any reduction, abatement, counterclaim, or setoff to Landlord, at the following address (or at such other place as the

Landlord may designate in writing from time to time), 3 S. Timber Ridge Parkway, Severance, Colorado 80550, Attention: Finance Department, without further notice.

3. Security Deposit. INTENTIONALLY OMITTED.

4. Landlord and Tenant, in consideration of the leasing of the Premises, agree as follows:

a. Tenant agrees to pay the Rent for the Premises on a timely basis.

b. Tenant agrees to pay those items listed below, without further notice from Landlord:

i. Tenant shall pay all taxes, including any personal property or possessory interest taxes imposed by Weld County, Colorado, together with any other assessments, and other governmental charges which are levied against and may create a statutory lien upon the Premises during the term of this Lease on a timely basis;

ii. during the term of this Lease, Tenant, at its sole cost and expense and for the mutual benefit of Landlord and Tenant, shall carry and maintain the following types of insurance in the amounts specified: Tenant shall at all times keep in force (1) a comprehensive general liability insurance policy providing protection of at least One Million Dollars and 00/100 ($1,000,000.00) per occurrence and Two Million Dollars and 00/00 ($2,000,000.00) annual aggregate, which provides coverage against claims and liability for personal injury, bodily injury, property damage, and death; (2) automobile liability insurance in the amount of not less than One Million Dollars and 00/100 ($1,000,000.00) per occurrence covering all owned, non-owned and hired vehicles; and (3) workers' compensation insurance insuring against and satisfying Tenant's obligations and liabilities under the workers' compensation laws of the State of Colorado. All such policies shall be written as primary policies not contributing with and not supplemental to any coverage that Landlord may carry. Landlord shall be named as an additional insured on both the comprehensive general liability and automobile liability insurance policies and protected under the terms and conditions of the foregoing policies as the lessor of the Premises. The foregoing insurance policies shall be written with an insurance company licensed to do business within the State of Colorado and approved by Landlord (which approval shall not be unreasonably withheld). Tenant shall provide Landlord with the original insurance policies or a certificate of insurance (with proof of payment thereon), which shall provide that the insuring company shall give notice in writing to Landlord at least thirty (30) days (ten (10) days for non-payment of premium) prior to cancellation, termination or, in the event of a material change in such insurance, for any reason whatsoever. In addition, Tenant shall be responsible for insuring any and all personal property that may be owned by Tenant. The parties agree that all of the foregoing insurance policies shall include a clause or endorsement which shall waive the right of subrogation on the part of the insurance carrier against the Landlord;

iii. except as provided in Section 7 below, all costs and expenses of repairing and maintaining the Premises and all of its components (including, without limitation, any sidewalks and sewer lines); and

iv. all utility charges directly to the utility provider, including, without limitation, electricity, water, gas, and any other utilities furnished to the Premises. To the extent Landlord pays any such utility charges directly, Tenant shall pay to Landlord as additional rent Tenant's pro rata share of the cost of any such utility service, as reasonably determined and billed by Landlord on a monthly basis. Any such utility service billed by Landlord to Tenant shall be paid by Tenant to Landlord within thirty (30) days of such billing. In no event, however, shall Landlord be liable for any interruption or failure in the supply of any utility to the Premises.

c. Except as set forth in Section 7 below, Tenant agrees to keep the improvements upon the Premises, including sewer connections, plumbing, wiring, glass, parking areas, and the heating and air conditioning system ("HVAC System") in good repair all at Tenant's expense. At the expiration or earlier termination of this Lease the Tenant agrees to surrender the Premises in as good a condition as when Tenant entered the Premises, ordinary wear and tear excepted. Tenant agrees to keep all sidewalks on and around the Premises free and clear of ice and snow, and to keep the Premises free from all litter, dirt, debris and obstructions. Tenant agrees to keep the Premises in a clean and sanitary condition as required by the ordinances of the town and county in which the property is situated.

d. Tenant agrees to use the Premises solely for veterinary services together with associated administrative and office uses. Tenant may not use the Premises for any other business or purpose whatsoever. Notwithstanding the foregoing, Tenant shall not use the Premises for any purposes prohibited by the laws of the United States or the State of Colorado nor shall Tenant use the Premises for any improper or questionable purposes whatsoever, and will neither permit nor suffer any disorderly conduct, noise or nuisance having a tendency to annoy or disturb any persons occupying adjacent premises.

e. Tenant agrees to neither hold nor attempt to hold Landlord liable for any injury or damage, either proximate or remote occurring through or caused by repairs, alterations, injury or accident to or about the Premises nor to hold the Landlord liable for any injury or damage occasioned by defective electric wiring, or the breakage or stoppage of plumbing or sewerage upon the Premises, whether breakage or stoppage results from freezing or otherwise. Tenant agrees that the Premises will not be used for any purpose which would render the insurance thereon void or the insurance risk more hazardous, nor to make any alterations in or changes in, upon, or about the Premises without first obtaining the written consent of Landlord.

f. Tenant agrees to allow the Landlord to enter upon the Premises during the Tenant's normal business hours; provided, however, Landlord shall be entitled to enter upon the Premises at any time in the event of an emergency.

g. Tenant's failure to comply with any of the requirements, restrictions, prohibitions, or obligations contained in this Section 3 shall be deemed a default under this Lease.

IT IS EXPRESSLY UNDERSTOOD AND AGREED BETWEEN THE LANDLORD AND TENANT AS FOLLOWS:

5. Possession. Tenant is already in possession of the Premises and accepts the Premises "AS IS". Tenant acknowledges that neither Landlord nor its agents have made any representations or warranties as to the suitability or fitness of the Premises for the conduct of Tenant's business or for any other purpose, nor has Landlord or its agents agreed to undertake any alterations or to construct any tenant improvements to the Premises.

6. No assent, express or implied, to any breach of any one or more of the provisions hereof shall be deemed or taken to be a waiver of any succeeding or other breach. Any payment by Tenant, or acceptance by Landlord, of a lesser amount than due shall be treated only as a payment on account.

7. Maintenance. Landlord shall keep the foundation, the exterior walls (except plate glass windows, doors, door closure devices, window and door frames, molding, locks and hardware) and the roof of the Premises in good repair at Landlord's sole cost and expense, unless the condition requiring such maintenance is caused in whole or in part by the act, neglect, fault, or omission of Tenant, its agents, servants, employees or invitees, in which case Tenant shall pay Landlord the cost of such maintenance or repairs. In addition, Landlord shall replace the HVAC System at Landlord's sole cost and expense if such replacement becomes necessary, as determined by Landlord, and provided such replacement is not caused in whole or in part by the act, neglect, fault, or omission of Tenant, its agents, servants, employees or invitees, in which case Tenant shall pay Landlord the cost of such replacement. Landlord shall undertake reasonable efforts to conduct such maintenance so as to minimize interference with the conduct of Tenant's operations on the Premises (except that Landlord shall not be obligated to incur additional expense in connection therewith). Notwithstanding the foregoing, there shall be no abatement of Rent and no liability of the Landlord by reason of any injury or interference with the Tenant's business arising from the making of any such repairs or replacement. Tenant waives the right to make repairs at the Landlord's expense under any law, statute, or ordinance now or hereinafter in effect. Landlord's maintenance obligation is limited to the repairs and replacement specified in this Section 7 only, and Landlord shall have no liability for any damages or injury arising out of any condition or occurrence causing a need for those repairs.

8. Holding Over. If, after the Lease Expiration Date, Tenant shall remain in possession of the Premises and continue to pay Rent without a written agreement as to such possession, then such continuing tenancy shall be regarded as a month-to-month tenancy, at a monthly rental, payable in advance, equivalent to one hundred fifty percent (150%) of the last

month's Rent paid under this Lease, and subject to all of the other terms, covenants and conditions hereof.

9. Default or Breach. In the event of an occurrence of default as set forth in this Lease, other than a default concerning the payment of Rent, or a material breach hereunder, other than a material breach concerning the payment of Rent, and Tenant does not cure such default within twenty (20) days after receiving written notice thereof, or, if such default cannot be cured completely within the twenty (20) day period, if Tenant does not promptly commence within such period and thereafter proceed with due diligence to cure the same, then the parties acknowledge and agree that Landlord shall have the rights described below. The parties acknowledge and agree that Tenant shall have a five (5) day grace period, after Rent is due under the Lease, with regard to the payment of Rent hereunder. If Rent is not paid prior to expiration of the five (5) day grace period then the parties acknowledge and agree that Landlord shall have the rights described below.

Landlord shall have the right to:

a. Sue Monthly for Rent. Without resuming possession of the Premises or terminating this Lease to sue monthly for and recover all Rents due under this Lease as well as any late charges and other sums including legal fees; or

b. Terminate Lease. To give Tenant written notice of Landlord's intention to terminate this Lease on the date such notice is given or on any later date specified therein, whereupon, on the date specified in such notice, Tenant's right to possession of the Premises shall cease and this Lease shall thereupon be terminated; provided however, all of Tenant's obligations, including but not limited to, the payment of Rent and other obligations reserved in this Lease for the balance of the term hereof, shall immediately be accelerated and due and payable; or

c. Repossess Premises. Without terminating this Lease, re-enter and take possession of the Premises or any part thereof and repossess the same as of Landlord's former estate or expel Tenant and those claiming through or under Tenant and remove the effects of both or either (forcibly, if necessary) without being deemed guilty in any manner of trespass and without prejudice to any remedies for Rent delinquencies or preceding Lease defaults, in which event Landlord may from time to time without terminating this Lease relet the Premises or any part thereof for such term or terms and at such rental or rentals and upon such other terms and conditions as Landlord may, in its sole discretion, deem advisable, with the right to make alterations and repairs to the Premises, and neither the serving of a demand for possession nor the re-entry or taking of possession of the Premises by Landlord shall be construed as an election on Landlord's part to terminate this Lease unless a written notice of termination is given to Tenant. In the event of Landlord's election to proceed under this subsection, then such repossession shall not relieve Tenant of its obligations and liabilities under this Lease, all of which shall survive such repossession, and Tenant shall pay to Landlord as current damages, the basic rental sums which would be payable hereunder if such repossession had not occurred, less the net proceeds (if any) of reletting the Premises after deducting all of

Landlord's expenses in connection therewith, including but without limitation all repossession costs, brokerage commissions, legal expenses, attorneys' fees, alteration costs and expenses of preparation of such reletting. Tenant shall pay such current damages to Landlord on the days on which the basic Rent would have been payable hereunder and as if possession had not been retaken, and Landlord shall be entitled to receive the same from Tenant on each such day.

d. Landlord's Lien. In addition to any statutory lien for Rent in Landlord's favor, Landlord shall have and Tenant hereby grants to Landlord a continuing security interest for all Rent and other sums of money becoming due hereunder from Tenant, upon all equipment, fixtures, inventory, and materials situated on the Premises. Such property shall not be removed from the Premises, except in the ordinary course of Tenant's business, without the consent of Landlord until all arrearages in Rent as well as any and all other sums of money then due to Landlord shall first have been paid and discharged. Any statutory lien for Rent is not hereby waived, the express contractual lien herein granted being in addition and supplementary thereto.

e. Timing of Suit. Suit or suits for the recovery of the amounts and damages set forth above may be brought by Landlord, from time to time, at Landlord's election and nothing herein shall be deemed to require Landlord to await the date whereon this Lease would have expired had there been no such default or material breach or no such termination, as the case may be.

10. No Waiver. The failure of Landlord to declare any default upon the occurrence thereof, or delay in taking any action in connection therewith, shall not waive such default, but instead Landlord shall have the right to declare any such default at any time thereafter.

11. Improvements and Alterations. Tenant shall have the right, at its sole cost and expense, to make changes or alterations to the Premises; provided, however, that in all cases any such changes or alterations shall be made subject to the following conditions, which Tenant agrees to observe and perform:

a. Tenant shall make no alterations in or additions to the Premises without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld; and Tenant shall notify Landlord at least thirty (30) days in advance of any alterations in or additions to the Premises which Tenant proposes to make. Tenant shall post notice pursuant to the Colorado Mechanics Lien Act so that any lien recorded against the Premises does not attach to Landlord's interest.

b. If Landlord permits persons requested by Tenant to perform any alterations, modifications or additions to the Premises, then prior to the commencement of any such work, Tenant shall deliver to Landlord certificates issued by insurance companies qualified to do business in Colorado evidencing that workers' compensation insurance, general liability insurance and property damage insurance, all in amounts, with companies and on forms satisfactory to Landlord, are in force and maintained by all such contractors and subcontractors engaged by Tenant to perform such work. All such policies shall name Landlord as an additional insured and shall provide that the same may not be canceled or modified without thirty (30) days (ten (10) days for non-payment of premium) prior written notice to Landlord.

c. All such alterations, additions or improvements shall be made at Tenant's sole cost and expense and, except as otherwise provided herein, shall become the property of Landlord and shall be surrendered with the Premises, as a part thereof, at the end of the term hereof. Landlord and Tenant agree to walk through the Premises on a date prior to the end of the term, to examine the improvements and alterations made by Tenant in the Premises. Landlord may within ten (10) days after such examination of the Premises by written notice to Tenant require Tenant to remove all or any part of the improvements or alterations installed by Tenant and to repair any damage to the Premises resulting from such removal. Tenant shall construct such improvements or alterations in conformance with any and all applicable rules and regulations of any federal, state, or municipal code or ordinance. At least ten (10) days before the commencement of any such work, Tenant agrees to provide Landlord with lien waivers from all persons performing such work and materialmen providing materials used in connection therewith, which waivers may be conditioned upon payment.

d. Tenant shall, at Tenant's sole cost and expense, be responsible for any alterations, modifications or improvements to the Premises, and the acquisition of any auxiliary aids, required under Title III of the Americans With Disabilities Act ("ADA"), including all alterations, modifications, or improvements required: (i) as a result of Tenant being a "Public Accommodation" (as defined in the ADA); (ii) as a result of the Premises being a "Commercial Facility" (as defined in the ADA); (iii) as a result of any leasehold improvements made to the Premises by, or on behalf of, Tenant (whether or not Landlord's consent to such leasehold improvements was obtained); or (iv) as a result of the employment by Tenant of any individual with a disability.

12. Liens. Should any mechanics' or other liens be filed against the Premises by reason of Tenant's acts or omissions or because of a claim against Tenant or its subcontractors, Tenant shall cause the same to be canceled or discharged of record, or shall file a bond sufficient to discharge such lien. In the event any lien shall be filed for labor performed or materials supplied, Tenant shall cause such lien to be released within twenty (20) days. Failure to do so will be considered a material breach of this Lease.

13. Assignment and Sublease. Tenant agrees not to assign this Lease in whole or in part, nor sublet all or any part of the Premises, nor mortgage nor encumber this Lease or any part of the Premises, nor enter into licenses or concession agreements or in any other manner permit the occupation of or sharing of possession of any part of the Premises, or any assignment of this Lease or any estate or interest therein (all of the foregoing being hereafter referred to as an "Assignment") without the prior written consent of Landlord. Any Assignment by operation of law, or if Tenant is a corporation or other entity, the transfer, assignment or hypothecation of any stock or interest therein in excess of 50%, shall be deemed an Assignment. An Assignment consummated in violation of the provisions of this Section 13 shall be a material breach of this Lease, null and void, and of no force or effect. In determining whether to grant consent,

Landlord may consider, without limitation, (a) whether the Assignment is consistent with Tenant's permitted use under this Lease and (b) whether the Assignment is to an assignee who, in Landlord's opinion, lacks adequate reputation, successful business experience in Tenant's type of business and/or means and/or financial capacity to conduct such a business. Consent by Landlord to one or more Assignments shall not constitute a waiver or consent to any subsequent Assignment; nor shall acceptance of any Rent or any other payment from any assignee be deemed a waiver or consent by Landlord or an acceptance of such Assignment. The consent of Landlord to any Assignment shall not relieve Tenant from continuing liability under this Lease, including liability for Rent, for which Tenant shall remain obligated. Tenant shall pay all reasonable costs and attorneys' fees incurred by Landlord in connection with any requested Assignment, regardless of whether such Assignment is consummated.

14. Transfers by Landlord. Landlord shall have the right to transfer and assign, in whole or in part, all of its rights and obligations hereunder and in the Premises referred to herein, and in such event and upon such transfer Landlord shall be released from any further obligations hereunder, and Tenant agrees to look solely to such successor in interest of Landlord for the performance of such obligations.

15. Abandonment. Tenant's abandonment of the Premises shall be deemed a default under this Lease. Abandonment of the Premises is deemed to have occurred if Tenant has abandoned or permanently vacated the Premises for a period of ten (10) consecutive days.

16. Signs. Tenant shall not erect any sign visible from the exterior of the Premises without first obtaining the written consent of Landlord. Tenant shall be responsible, at its sole cost and expense, for obtaining all necessary approvals and permits for the installation of such signage and shall pay all costs relating to such installation, maintenance and removal of such signage and any damage that may occur to the Premises as a result of such installation, maintenance and removal. Tenant shall make all repairs to any such signage within ten (10) days after written notice from Landlord. Tenant agrees not to use any advertising media that shall be deemed objectionable to Landlord, such as loud speakers, phonographs, or radio broadcasts in a manner to be heard outside the Premises.

17. Subordination. This Lease and the rights of Tenant hereunder shall be subject and subordinate to the lien of any mortgage or deed of trust now or hereafter placed upon, affecting or encumbering the Premises, or any part thereof or interest therein, and to any and all advances made thereunder, interest thereon or costs incurred and any modifications, renewals, supplements, consolidations and replacements thereof; provided, however, that as a condition to any such subordination, the holder of or beneficiary under any such encumbrance shall agree that Tenant shall not be disturbed in its possession (provided Tenant is not in breach or default under this Lease) nor shall its obligations be enlarged or its rights abridged hereunder by reason of any such mortgage or deed of trust. Without the consent of Tenant, the holder of any such mortgage or deed of trust or the beneficiary thereunder shall have the right to elect to be subject and subordinate to this Lease, such subordination to be effective upon such terms and conditions as such holder or beneficiary may direct which are not inconsistent with the provisions hereof. Notwithstanding any foreclosure or sale under any such mortgage or deed of trust (or deed in lieu

thereof) this Lease shall remain in full force and effect, but Tenant shall attorn to the purchaser at any such sale or foreclosure or the grantee of any such deed.

18. Estoppel Certificate. Within ten (10) days after Landlord's request, Tenant shall execute estoppel certificates addressed to (i) any mortgagee or prospective mortgagee of Landlord or (ii) any purchaser or prospective purchaser of all or any portion of, or interest in, the Premises, on a form specified by Landlord, certifying as to such facts (if true) and agreeing to such notice provisions and other matters as such mortgagee(s) or purchaser(s) may reasonably require; provided, however, that in no event shall any such estoppel certificate require an amendment of the provisions hereof or otherwise affect or abridge Tenant's rights hereunder.

19. Attorneys Fees. In the event any dispute arises in connection with this Lease, the prevailing party in such dispute shall be entitled to receive its reasonable attorneys' fees and costs from the other party.

20. Late Charges and Interest. In the event any payment required hereunder is not made within five (5) days after the payment is due, a late charge in the amount of five percent (5%) of the payment will be paid by the Tenant. In addition, should any payment required hereunder remain unpaid for a period of thirty (30) days after it was due then the parties agree that such amounts shall accrue interest at the rate of eighteen percent (18%) per annum.

21. Condemnation.

a. Complete Taking. If, during the term of this Lease, the whole or substantially all of the Premises shall be taken as a result of the exercise of power of eminent domain or transferred under threat of condemnation, this Lease shall terminate as of the date of vesting of title of the Premises or delivery of possession, whichever event shall first occur, pursuant to such proceeding or transfer. For purposes of this Section 21(a), "substantially all of the Premises" shall be deemed to have been taken if a taking under any such proceeding shall involve such an area that Tenant cannot reasonably operate in the remainder of the Premises the business being conducted on the Premises at the time of such proceeding.

b. Partial Taking. If, during the term of this Lease, less than substantially all of the Premises shall be taken in any such proceeding, this Lease shall not terminate. Instead, the Rent thereafter due and payable by Tenant shall be reduced in such proportion as the nature, value and extent of the part so taken bears to the whole of the Premises.

c. Award. Any award granted for either partial or complete taking of the real property and improvements shall be the sole property of Landlord. Tenant shall be entitled to negotiate with the taking party for compensation due to loss of business or other losses associated with the taking, and retain any such award, provided it does not reduce the Landlord's award. Notwithstanding the foregoing, Tenant shall have no claim against Landlord for any loss or damage resulting from such taking.

22. Destruction of Premises. In the event of a partial or total destruction of the Premises, including improvements thereto, during the term hereof, from any cause covered by insurance, Landlord shall be entitled to all insurance proceeds resulting from such partial or total destruction (except business interruption insurance proceeds), and Landlord shall within sixty (60) days following such destruction either (i) repair and/or rebuild all of the improvements, to the same or better level of size and quality as was present at the time of destruction; provided, however, Landlord shall not be required to expend monies in excess of the insurance proceeds received or (ii) terminate this Lease. Should Landlord elect to rebuild/repair the Premises, the rebuilding/repair process shall commence and be completed within a reasonable time.

23. Laws and Regulations.

a. General. At its sole cost and expense, Tenant will promptly comply with all laws, statutes, ordinances, and governmental rules, regulations, or requirements now in force or in force after the date of execution of this Lease, with the requirements of any board of fire underwriters or other similar body constituted now or after that date, with any direction or occupancy certificate issued pursuant to any law by any public officer or officers, as well as with the provisions of all recorded documents affecting the Premises, insofar as they relate to the condition, use, or occupancy of the Premises.

b. Hazardous Materials.

i. For purposes of this Lease, "Hazardous Materials" means any explosives, radioactive materials, hazardous wastes, or hazardous substances, including without limitation substances defined as "hazardous substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601-9657; the Hazardous Materials Transportation Act of 1975, 49 U.S.C. §1801-1812; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §6901-6987; or any other federal, state, or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning hazardous materials, waste, or substances now or at any time hereafter in effect (collectively, "Hazardous Materials Laws").

ii. Tenant will not cause, permit or allow the storage, use, generation, or disposition of any Hazardous Materials in, on, or about the Premises. Notwithstanding the foregoing, Tenant may have equipment and supplies which may contain Hazardous Materials at the Premises to the extent such equipment and supplies are customary and necessary for Tenant's permitted use of the Premises and which are used by Tenant in the ordinary course of Tenant's business; provided that Tenant shall handle, store, use, and dispose of any such Hazardous Materials in compliance with the Hazardous Materials Laws. Tenant will not cause, permit or allow the Premises to be used or operated in a manner that may cause the Premises to be contaminated by any Hazardous Materials in violation of any Hazardous Materials Laws. Tenant will immediately advise Landlord in writing of (1) any and all enforcement, cleanup, remedial, removal, or other governmental or regulatory actions instituted, completed, or threatened pursuant to any Hazardous Materials Laws relating to any Hazardous Materials affecting the Premises and (2) all claims made or threatened by any third party against Tenant, Landlord, or the Premises relating to damage, contribution, cost recovery, compensation, loss, or injury resulting from any Hazardous Materials on or about the Premises. Without Landlord's prior written consent, Tenant will not take any remedial action or enter into any agreements or settlements in response to the presence of any Hazardous Materials in, on, or about the Premises.

iii. Tenant will be responsible for and will defend, indemnify and hold Landlord, its agents, and each of their respective successors and assigns harmless from and against all claims, costs, and liabilities, including attorneys' fees, arising out of or in connection with Tenant's breach of this Section 23. Tenant will be responsible for and will defend, indemnify, and hold Landlord, its agents, and each of their respective successors and assigns harmless from and against any and all claims, costs, and liabilities, including attorneys' fees, arising out of or in connection with the removal, cleanup, and restoration work and materials necessary to return the Premises and any other property of whatever nature located in, on, or about the area, to their condition existing prior to the introduction of Hazardous Materials. Tenant's obligations under this Section 23 will survive the expiration or other termination of this Lease.

c. Certain Insurance Risks. Tenant will not do, permit or allow to be done any act or thing upon the Premises which would (i) jeopardize or be in conflict with insurance policies covering the Premises or (ii) subject Landlord to any liability or responsibility for injury to any person or persons or to property by reason of any business or operation being carried on upon the Premises.

24. Indemnification. Tenant shall indemnify, defend and hold Landlord, its agents, and each of their respective successors and assigns harmless from and against all claims, losses, damages, liabilities, expenses (including reasonable attorneys' fees and costs), penalties and charges arising from or in connection with (i) Tenant's use of the Premises, (ii) the conduct of Tenant's business, or (iii) any activity, work or things done, permitted or suffered by Tenant in or about the Premises. Tenant shall further indemnify, defend, and hold Landlord harmless from and against any and all claims, losses, damages, liabilities, expenses (including reasonable attorneys' fees and costs), penalties or charges arising from any default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any negligence of Tenant, or any of Tenant's agents, contractors, employees or invitees, and from and against all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. If any action or proceeding should be brought against Landlord by reason of any such claim, Tenant, upon written notice from Landlord, shall defend the same at Tenant's expense with legal counsel reasonably satisfactory to Landlord. Tenant, as a material part of its consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in or upon the Premises arising from any cause and Tenant hereby waives all claims in respect thereof against Landlord. Notwithstanding the foregoing, Tenant shall not be required to defend, save harmless or indemnify Landlord from any

liability for injury, loss, accident or damage to any person or property resulting from Landlord's gross negligence or willful acts or omissions. Tenant's indemnity is not intended to nor shall it relieve any insurance carrier of its obligations under policies required to be carried by Tenant pursuant to the provisions of this Lease to the extent that such policies cover the results of negligent acts or omissions of Landlord or its agents, or the failure of Landlord to perform any of its obligations under this Lease. Tenant's obligations under this Section 24 will survive the expiration or other termination of this Lease.

25. Covenant of Quiet Enjoyment. Landlord covenants that Tenant, upon paying the amounts required under the Lease, and observing and performing all the other terms, covenants, conditions, provisions and agreements herein contained on the part of Tenant to be kept, observed and performed, shall during the term hereof, peaceably and quietly have, hold and enjoy the Premises subject to the terms, covenants, conditions, provisions and agreements hereof without interference by any persons lawfully claiming by or through Landlord.

26. Damages Waiver. Tenant agrees to waive any claim for consequential damages, special damages, exemplary damages, lost profits damages, or business interruption damages, both direct and indirect, stemming from any claim against Landlord.

27. Notice. Any notice, request, instruction, demand or other communication given hereunder by either party to the other party shall be given in writing and shall be delivered either by hand, or by registered or certified mail, postage prepaid, return receipt requested, as follows:

a. If to Tenant, addressed to:

Platte Valley Veterinary, LLC
231 West 4th Avenue
Severance, CO 80550
Attention: Julie Kidd

b. If to Landlord, addressed to:

Town of Severance, Colorado
3 S. Timber Ridge Parkway
Severance, CO 80550
Attention: Town Manager

or to such other address as either party shall have previously designated by written notice given to the other party in the manner hereinabove set forth. Notices given hereunder shall be deemed given, in the case of personal delivery, on the date delivered, and in the case of delivery by certified mail, on the third (3rd) business day after delivery to the United States Postal Service.

28. Recordation. Tenant shall not record this Lease without the prior written consent of Landlord, which consent may be withheld in Landlord's sole discretion. Recordation of this Lease by Tenant without the prior written consent of Landlord shall be deemed a material breach of this Lease.

29. Bankruptcy. This Lease is made with the express understanding and agreement that, in the event the Tenant becomes insolvent, or is declared bankrupt, then, in either event, the Landlord may declare this Lease ended, and all rights of the Tenant hereunder shall terminate and cease.

30. Entire Agreement. This Lease is fully integrated and constitutes the entire agreement and understanding between and among the parties with respect to the matters addressed herein and, except as set forth in this Lease, no representations, warranties or promises have been made or relied upon by the parties to this Lease.

31. Amendment. Any amendment or modification of this Lease shall be effective only if set forth in a written document executed by a duly authorized representative of each of the parties.

32. Severability. If any term, provision, covenant or condition of this Lease is held by any court of competent jurisdiction to be invalid, void or unenforceable in any respect, the remainder of such term, provision, covenant or condition in every other respect and the remainder of the terms, provisions, covenants or conditions of this Lease shall continue in full force and effect and shall in no way be affected, impaired or invalidated.

33. No Joint Venture. This Lease shall not be deemed or construed to create or establish any relationship of partnership or joint venture between Landlord and Tenant, the sole relationship between the parties being that of landlord and tenant.

34. Guaranty. Tenant's payment and performance obligations under this Lease shall be personally guaranteed, jointly and severally, by Julie Kidd and Andy Kidd, pursuant to the Personal Guaranty attached hereto as Exhibit A.

35. Counterparts and Signatures. This Lease may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Signatures by the parties on this Lease that are delivered by facsimile or electronically in a portable document format (pdf) shall be deemed original signatures.

36. Headings. The headings in this Lease are for convenience of reference only, and shall not be considered a part hereof or be given any effect in the construction or interpretation of this Lease.

37. Representations and Warranties. Landlord represents and warrants that the execution of this Lease by it has been duly authorized. Tenant represents and warrants that the execution of this Lease by it has been duly authorized.

38. Gender. Words used herein regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context requires.

39. Inurement. This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

40. Governing Law; Venue. The provisions of this Lease shall be governed by the laws of the State of Colorado, without giving effect to any conflict of law provisions. Any judicial proceeding brought hereunder shall be brought exclusively in Weld County, Colorado. Each party hereby consents to the jurisdiction of such county and waives any defense or objection to such jurisdiction and/or venue.

41. Governmental Immunity Act. No term or condition of this Lease shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*

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IN WITNESS WHEREOF, the parties have executed this Lease as of the date of the last signature below.

LANDLORD:
Town of Severance, Colorado

DATE: ______________________

By: ______________________

Print Name: ______________________

Title: ______________________

TENANT
Platte Valley Veterinary, LLC,
a Colorado limited liability company

DATE: 6.30.2025

By: ______________________

Print Name: Andrew Kidd

Title: Owner

EXHIBIT A

Personal Guaranty

(See Attached)

PERSONAL GUARANTY

FOR VALUE RECEIVED, and as an inducement to the Town of Severance, a Colorado home rule town (the "Landlord"), to enter into that certain Lease, dated _______________, 2025 for the Premises located at 231 West 4th Avenue, Severance, Colorado 80550 that is in Weld County, Colorado, subject, however, to an access easement over and across the Premises for the Landlord, its agents and invitees benefit for ingress and egress to the property that is owned by the Landlord to the South and East of the Premises (the "Lease") between Landlord and Platte Valley Veterinary, LLC, a Colorado limited liability company ("Tenant"), Julie Kidd and Andy Kidd (collectively, the "Guarantor"), hereby, jointly and severally, personally guarantee to Landlord and its successors and assigns the payment to Landlord of any monies payable by Tenant under any provision of the Lease, at law or in equity, and the performance of Tenant's obligations under the Lease, including, without limitation, any monies payable by virtue of the breach of any warranty, the grant of any indemnity, or by virtue of any other covenant of Tenant under the Lease (collectively, the "Guaranteed Obligations"). In addition to the Guaranteed Obligations, Guarantor personally guarantees, jointly and severally, to Landlord and its successors and assigns the payment of all costs and expenses incurred by Landlord, including but not limited to reasonable attorneys' fees, in the collection of any unpaid amount due hereunder. Guarantor further agrees that their liability under this Personal Guaranty shall be primary and not secondary, and that Landlord may, at its option, proceed against Guarantor, jointly or alone, without having commenced any action or having obtained any judgment against Tenant.

Guarantor hereby expressly waives any right of setoff against amounts due under this Guaranty and waives all notice of non-performance, non-payment, non-observance, or default on the part of Tenant of the terms, covenants, or conditions and provisions of the Lease. Guarantor expressly waives notice of acceptance of this Guaranty by Landlord.

The obligations of Guarantor hereunder shall not be released by Landlord's receipt, application, or release of security given for the performance and observance of the covenants and conditions required to be performed and observed by Tenant under the Lease, nor shall Guarantor be released by the maintenance of or execution upon any lien which Landlord may have or assert against Tenant or Tenant's assets.

The liability of Guarantor hereunder shall in no way be affected by (a) the release or discharge of Tenant in any creditor's receivership, bankruptcy, or other proceedings, (b) the impairment, limitation, or modification of the liability of Tenant or the estate of Tenant in bankruptcy, or of any remedy for the enforcement of Tenant's liability under the Lease resulting from the operation of any present or future provision of the United States Bankruptcy Code or other statute or from any decision of any court, (c) the rejection or disaffirmance of the Lease in any such proceedings, (d) the assignment or transfer of the Lease, (e) any disability or other defense of Tenant, or (f) the cessation for any cause whatsoever, other than Landlord's fault, of the liability of Tenant.

Guarantor acknowledges that they have fully read and understand the Lease and its provisions, and are ready, willing and able of fulfilling the obligations and provisions of this Personal Guaranty. Guarantor shall, without limiting the generality of this Personal Guaranty, be bound by this Personal Guaranty in the same manner as though Guarantor were the Tenant named in the Lease.

Guarantor (a) shall have no right of subrogation against Tenant by reason of any payments or acts of performance by Guarantor in compliance with the obligations of Guarantor hereunder, (b) waives any rights to enforce any remedy which Guarantor now or hereafter shall have against Tenant by reason of any one or more payments or acts of performance in compliance with the obligations of Guarantor hereunder, and (c) subordinates any liability or indebtedness of Tenant now or hereafter held by Guarantor to the obligations of Tenant to Landlord under the Lease.

Landlord and Tenant, without notice to or consent by the Guarantor, may at any time enter into such modifications, extensions, amendments or other covenants respecting the Lease as they deem appropriate and the Guarantor shall not be released thereby, but shall continue to be fully liable for the payment and performance of all liabilities, obligations, duties, and responsibilities of Tenant under the Lease as so modified, extended, or amended. This Personal Guaranty may not be changed, modified, discharged or terminated orally or in any manner other than by an agreement in writing signed by Guarantor and Landlord.

No failure on the part of Landlord to exercise, and no delay in exercising, any right, remedy, or power under this Personal Guaranty shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power under this Personal Guaranty preclude any other or future exercise of any right, remedy, or power under this Personal Guaranty. Each and every right, remedy, and power granted to the Landlord under this Personal Guaranty, or allowed it by law, or by the Lease, or any other agreement shall be cumulative and not exclusive to any other, and may be exercised by the Landlord, in its sole discretion, from time to time.

If any provision of this Personal Guaranty is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Personal Guaranty will remain in full force and effect. Any provision of this Personal Guaranty held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

The provisions of this Personal Guaranty shall inure to the benefit of Landlord and its successors and assigns and shall be binding upon Guarantor, and their respective beneficiaries, heirs, permitted successors and assigns. Notwithstanding the foregoing, the Guarantor may not assign their rights nor delegate their obligations under this Personal Guaranty, in whole or in part, without the prior written consent of Landlord, and any purported assignment or delegation absent such consent is void. This Personal Guaranty shall be governed by and construed in accordance with the laws of the State of Colorado. Any capitalized terms in this Personal Guaranty not otherwise defined herein shall have the meaning set forth in the Lease. Words used in this Personal Guaranty regardless of the number and gender specifically used, shall be deemed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context requires.

Guarantor acknowledges that this Personal Guaranty has important legal consequences. Guarantor also acknowledges that they have consulted with counsel, or had the opportunity to consult with counsel, in the execution of this Personal Guaranty. Guarantor enters into this Personal Guaranty voluntarily, intelligently, and knowingly.

IN WITNESS WHEREOF, the undersigned have caused this Personal Guaranty to be duly executed this 30 day of June, 2025.

GUARANTOR:

Julie A Kidd

Julie Kidd, individually

Andy Kidd, individually

STATE OF COLORADO)
) ss.
COUNTY OF Weld)

Subscribed and sworn to before me this 30 day of June, 2025, by Julie Kidd, individually, and Andy Kidd, individually.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: July 20, 2026

SARAH JACOBSEN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184004361
MY COMMISSION EXPIRES JULY 20, 2026

NOTARY PUBLIC

AGENDA ITEM SUMMARY

AGENDA ITEM	SUBMITTED BY	PRESENTED BY
Pg. 236 - Ordinance 2025-12: An Ordinance of the Town Council of the Town of Severance, Colorado, authorizing the conveyance of real property located at 0 County Road 84	Nicholas Wharton, Town Manager	Nicholas J. Wharton, MPA

ACTION REQUESTED

Management asks that the Town Council review and discuss Ordinance 2025-12: An Ordinance of the Town Council of the Town of Severance, Colorado, authorizing the conveyance of real property located at 0 County Road 84 and take action.

- Actions that may be taken:
  - Move to approve Ordinance 2025-12
  - Take No Action

Ordinance
Action Requested
Attorney Approved

BRIEF SUMMARY

The Town owns real property known as 0 County Road 84, Fort Collins, Colorado, within Weld County. The Severance Town Council is duly authorized pursuant to Section 12.01 of the Severance Town Charter to sell, exchange, or dispose of the Property as determined by the Town Council. The Town Council now wishes to convey the Property to County Road 84, which is currently used as open space, and the sale of the property will allow the Town an opportunity to benefit from economic growth. The Contract to Buy and Sell contemplates the sale of the property in exchange for $725,000.00. This property was purchased in 2021 for $575,000.

PUBLIC SUPPORT/CONCERN

None at this time.

ANALYSIS AND RECOMMENDATION

Management recommends that the Town Council take action and move to approve Ordinance 2025-12: An Ordinance of the Town Council of the Town of Severance, Colorado, authorizing the conveyance of real property located at 0 County Road 84.

MATERIALS SUBMITTED

The following materials were submitted and included in this packet:
1. Ordinance 2025-12 Authroizing the Sale of Real Property at 0 County Rd 84
2. Contract to Buy and Sell Real Estate (Land) (5) (2) (1)

TOWN OF SEVERANCE, COLORADO
ORDINANCE NO. 2025-12

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF SEVERANCE, COLORADO, AUTHORIZING THE CONVEYANCE OF REAL PROPERTY LOCATED AT 0 COUNTY ROAD 84

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 is the owner of real property known as 0 County Road 84, Fort Collins, Colorado within Weld County (the "Property"); and

WHEREAS, the Severance Town Council (the "Council") is duly authorized pursuant to Section 12.01 of the Severance Town Charter to sell, exchange, or dispose of the Property as determined by the Town Council, the Town Council now wishes to convey the Property to County Road 84, LLC; and

WHEREAS, the Property is currently used as open space and sale of the property will allow the Town an opportunity to benefit from economic growth; and

WHEREAS, the Contract to Buy and Sell contemplates the sale of the property in exchange for $725,000.00; and

WHEREAS, the Council, therefore, authorizes the conveyance of the Property, with the Town as the Seller to County Road 84, LLC.

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

Section 1. The Town Council hereby authorizes the Mayor to sign the Contract to Buy and Sell Real Property to County Road 84, LLC, attached hereto as Exhibit A.

Section 2. The Town Council additionally authorizes the Mayor to execute all necessary documents associated with the conveyance and closing of the subject property.

Section 3. 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 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.

INTRODUCED, READ, ADOPTED, APPROVED, AND ORDERED PUBLISHED IN FULL THIS 8th DAY OF JULY, 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/Oridinances , on the ____ day of ___________, 2025.

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

____
Sarah Jacobsen
Town Clerk

3T Realty, LLC
PO Box 254
Eaton, CO 80615
Phone: (970)978-0800

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (CBS4-6-24) (Mandatory 8-24)

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

CONTRACT TO BUY AND SELL REAL ESTATE (LAND)

(☒ Property with No Residences)
(☐ Property with Residences–Residential Addendum Attached)

Date: *June 30, 2025*

AGREEMENT

1. AGREEMENT. Buyer agrees to buy and Seller agrees to sell the Property described below on the terms and conditions set forth in this contract (Contract).

2. PARTIES AND PROPERTY.

2.1. Buyer. *County Road 84, LLC*, (Buyer) will take title to the Property described below as ☐ **Joint Tenants** ☐ **Tenants In Common** ☐ **Other** ________________________.

2.2. No Assignability. This Contract **IS NOT** assignable by Buyer unless otherwise specified in **Additional Provisions**.

2.3. Seller. *Town of Severance* (Seller) is the current owner of the Property described below.

2.4. Property. The Property is the following legally described real estate in the County of *Weld*, Colorado (insert legal description):

PT SE4 4-7-66 LOT B AMD REC EXEMPT 1AMRECX20-18-0142

known as:

Street Address	City	State	Zip
0 County Road 84	*Fort Collins*	*CO*	*80524*

together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded (Property).

2.5. Inclusions. The Purchase Price includes the following items (Inclusions):

2.5.1. Inclusions. The following items, whether fixtures or personal property, are included in the Purchase Price unless excluded under **Exclusions**:

If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the Purchase Price.

2.5.2. Encumbered Inclusions. Any Inclusions owned by Seller (e.g., owned solar panels) must be conveyed at Closing by Seller free and clear of all taxes (except personal property and general real estate taxes for the year of Closing), liens and encumbrances, except:

Buyer ☐ **Will** ☐ **Will Not** assume the debt and obligations on the Encumbered Inclusions subject to Buyer's review under § 10.6. (Encumbered Inclusion Documents) and Buyer's receipt of written approval by such lender before Closing. If Buyer does not receive such approval this Contract terminates.

2.5.3. Personal Property Conveyance. Conveyance of all personal property will be by bill of sale or other applicable legal instrument.

2.5.4. Leased Items. The following personal property is currently leased to Seller which will be transferred to Buyer at Closing (Leased Items):

Buyer ☐ **Will** ☐ **Will Not** assume Seller's debt and obligations under such leases for the Leased Items subject to Buyer's review under § 10.6. (Leased Items Documents) and Buyer's receipt of written approval by such lender before Closing. If Buyer does not receive such approval this Contract terminates.

☐ **2.5.5. Solar Power Plan.** If the box is checked, Seller has entered into a solar power purchase agreement, regardless of the name or title, to authorize a third-party to operate and maintain a photovoltaic system on the Property and provide electricity (Solar Power Plan) that will remain in effect after Closing. Buyer ☐ **Will** ☐ **Will Not** assume Seller's obligations under such Solar Power Plan subject to Buyer's review under § 10.6. (Solar Power Plan) and Buyer's receipt of written approval by the third-party before Closing. If Buyer does not receive such approval this Contract terminates.

2.6. Exclusions. The following items are excluded (Exclusions):

2.7. Water Rights, Well Rights, Water and Sewer Taps.

☐ **2.7.1. Deeded Water Rights.** The following legally described water rights:

Any deeded water rights will be conveyed by a good and sufficient ____________________ deed at Closing.

☐ **2.7.2. Other Rights Relating to Water.** The following rights relating to water not included in §§ 2.7.1., 2.7.3., 2.7.4. and 2.7.5., will be transferred to Buyer at Closing:

☐ **2.7.3. Well Rights.** Seller agrees to supply required information to Buyer about the well. Buyer understands that if the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well" used for ordinary household purposes, Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is ______________________________.

☐ **2.7.4. Water Stock.** The water stock to be transferred at Closing are as follows:

2.7.5. Water and Sewer Taps. The parties agree that water and sewer taps listed below for the Property are being conveyed as part of the Purchase Price as follows:

If any water or sewer taps are included in the sale, Buyer is advised to obtain, from the provider, written confirmation of

the amount remaining to be paid, if any, time and other restrictions for transfer and use of the taps.

2.7.6. Conveyance. If Buyer is to receive any rights to water pursuant to § 2.7.2. (Other Rights Relating to Water), § 2.7.3. (Well Rights), or § 2.7.4. (Water Stock), or § 2.7.5 (Water and Sewer Taps), Seller agrees to convey such rights to Buyer by executing the applicable legal instrument at Closing.

2.7.7. Water Rights Review. Buyer has a Right to Terminate if examination of the Water Rights is unsatisfactory to Buyer on or before the **Water Rights Examination Deadline**.

2.8. Growing Crops. With respect to growing crops, Seller and Buyer agree as follows:

3. DATES, DEADLINES AND APPLICABILITY.

3.1. Dates and Deadlines.

Item No.	Reference	Event	Date or Deadline
1	§ 3	Time of Day Deadline	7pm
2	§ 4	Alternative Earnest Money Deadline	July 3, 2025
		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	
12	§ 10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	
		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	
35	§ 10	Due Diligence Documents Objection Deadline	
36	§ 10	Due Diligence Documents Resolution Deadline	
37	§ 10	Environmental Inspection Termination Deadline	
38	§ 10	ADA Evaluation Termination Deadline	
39	§ 10	Conditional Sale Deadline	
40	§ 10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)	
41	§ 11	Estoppel Statements Deadline	
42	§ 11	Estoppel Statements Termination Deadline	
		Closing and Possession	
43	§ 12	Closing Date	July 14, 2025
44	§ 17	Possession Date	Day of Closing
45	§ 17	Possession Time	Hour of Closing
46	§ 27	**Acceptance Deadline Date**	
47	§ 27	**Acceptance Deadline Time**	

3.2. Applicability of Terms. If any deadline blank in § 3.1. (Dates and Deadlines) is left blank or completed with "N/A", or the word "Deleted", such deadline is not applicable and the corresponding provision containing the deadline is deleted. Any box checked in this Contract means the corresponding provision applies. If no box is checked in a provision that contains a selection of "None", such provision means that "None" applies.

The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have signed this Contract. The abbreviation "N/A" as used in this Contract means not applicable.

3.3. Day; Computation of Period of Days; Deadlines.

3.3.1. Day. As used in this Contract, the term "day" means the entire day ending at 11:59 p.m., United States Mountain Time (Standard or Daylight Savings, as applicable). Except however, if a **Time of Day Deadline** is specified in § 3.1. (Dates and Deadlines), all Objection Deadlines, Resolution Deadlines, Examination Deadlines and Termination Deadlines will end on the specified deadline date at the time of day specified in the **Time of Day Deadline**, United States Mountain Time. If **Time of Day Deadline** is left blank or "N/A" the deadlines will expire at 11:59 p.m., United States Mountain Time.

3.3.2. Computation of Period of Days. In computing a period of days (e.g., three days after MEC), when the ending date is not specified, the first day is excluded and the last day is included.

3.3.3. Deadlines. If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such deadline ☐ **Will** ☐ **Will Not** be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked, the deadline will not be extended.

4. PURCHASE PRICE AND TERMS.

4.1. Price and Terms. The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount		Amount	
1	§ 4.1.	Purchase Price	$	725,000.00		
2	§ 4.3.	Earnest Money			$	8,500.00
3	§ 4.5.	New Loan			$	
4	§ 4.6.	Assumption Balance			$	
5	§ 4.7.	Private Financing			$	
6	§ 4.7.	Seller Financing			$	
7						
8						
9	§ 4.4.	Cash at Closing			$	716,500.00
10		**TOTAL**	$	725,000.00	$	725,000.00

4.2. Seller Concession. At Closing, Seller will credit to Buyer $_______________ (Seller Concession). The Seller Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer's lender and is included in the Closing Statement or Closing Disclosure at Closing. Examples of allowable items to be paid for by the Seller Concession include, but are not limited to: Buyer's closing costs, loan discount points, loan origination fees, prepaid items and any other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer elsewhere in this Contract.

4.3. Earnest Money. The Earnest Money set forth in this Section, in the form of a ***check***, will be payable to and held by ***Heritage Title Company*** (Earnest Money Holder), in its trust account, on behalf of both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually agree to an **Alternative Earnest Money Deadline** for its payment. The parties authorize delivery of the Earnest Money deposit to the company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest Money Holder in this transaction will be transferred to such fund.

4.3.1. Alternative Earnest Money Deadline. The deadline for delivering the Earnest Money, if other than at the time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.

4.3.2. Disposition of Earnest Money. If Buyer has a Right to Terminate and timely terminates, Buyer is entitled to the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 24 and, except as provided in § 23 (Earnest Money Dispute), if the Earnest Money has not already been returned following receipt of a Notice to Terminate, Seller agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release form), within three days of Seller's receipt of such form. If Seller is entitled to the Earnest Money, and, except as provided in § 23 (Earnest Money Dispute), if the Earnest Money has not already been paid to Seller, following receipt of an Earnest Money Release form, Buyer agrees to execute and return to Seller or Broker working with Seller, written mutual instructions (e.g., Earnest Money Release form), within three days of Buyer's receipt.

4.3.2.1. Seller Failure to Timely Return Earnest Money. If Seller fails to timely execute and return the Earnest Money Release Form, or other written mutual instructions, Seller is in default and liable to Buyer as set forth in **"If Seller is in Default", § 20.2. and § 21**, unless Seller is entitled to the Earnest Money due to a Buyer default.

4.3.2.2. Buyer Failure to Timely Release Earnest Money. If Buyer fails to timely execute and return the Earnest Money Release Form, or other written mutual instructions, Buyer is in default and liable to Seller as set forth in **"If Buyer is in Default", § 20.1. and § 21**, unless Buyer is entitled to the Earnest Money due to a Seller Default.

4.4. Form of Funds; Time of Payment; Available Funds.

4.4.1. Good Funds. All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified check, savings and loan teller's check and cashier's check (Good Funds).

4.4.2. Time of Payment. All funds, including the Purchase Price to be paid by Buyer, must be paid before or at Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing **OR SUCH NONPAYING PARTY WILL BE IN DEFAULT**.

4.4.3. Available Funds. Buyer represents that Buyer, as of the date of this Contract, ☐ **Does** ☐ **Does Not** have funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.

4.5. New Loan. *OMITTED AS INAPPLICABLE.*

4.6. Assumption. *OMITTED AS INAPPLICABLE.*

4.7. Seller or Private Financing. *OMITTED AS INAPPLICABLE.*

TRANSACTION PROVISIONS

5. FINANCING CONDITIONS AND OBLIGATIONS.

5.1. New Loan, Assumption Application. If Buyer is to pay all or part of the Purchase Price by obtaining one or more new loans (New Loan), or if an existing loan is not to be released at Closing, Buyer, if required by such lender, must make an application verifiable by such lender, on or before **New Loan Application Deadline** and exercise reasonable efforts to obtain such loan or approval.

5.2. New Loan Terms; New Loan Availability.

5.2.1. New Loan Terms. If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is conditional upon Buyer determining, in Buyer's sole subjective discretion, whether the proposed New Loan's payments, interest rate, conditions and costs or any other loan terms (New Loan Terms) are satisfactory to Buyer. This condition is for the sole benefit of Buyer. Buyer has the Right to Terminate under § 24.1., on or before **New Loan Terms Deadline**, if the New Loan Terms are not satisfactory to Buyer, in Buyer's sole subjective discretion.

5.2.2. New Loan Availability. If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is conditional upon Buyer's satisfaction with the availability of the New Loan based on the lender's review and underwriting of Buyer's New Loan Application (New Loan Availability). Buyer has the Right to Terminate under § 24.1., on or before the **New Loan Availability Deadline** if the New Loan Availability is not satisfactory to Buyer. Buyer does not have a Right to Terminate based on the New Loan Availability if the termination is based on the New Loan Terms, Appraised Value (defined below), the Lender Property Requirements (defined below), Insurability (§ 10.5. below) or the Conditional Upon Sale of Property (§ 10.7. below). **IF SELLER IS NOT IN DEFAULT AND DOES NOT TIMELY RECEIVE BUYER'S WRITTEN NOTICE TO TERMINATE, BUYER'S EARNEST MONEY WILL BE NONREFUNDABLE,** except as otherwise provided in this Contract (e.g., Appraisal, Title, Survey).

5.3. Credit Information. This Contract is conditional (for the sole benefit of Seller) upon Seller's approval of Buyer's financial ability and creditworthiness, which approval will be in Seller's sole subjective discretion. Accordingly: (1) Buyer must supply to Seller by **Buyer's Credit Information Deadline**, at Buyer's expense, information and documents (including a current credit report) concerning Buyer's financial, employment and credit condition; (2) Buyer consents that Seller may verify Buyer's financial ability and creditworthiness; and (3) any such information and documents received by Seller must be held by Seller in confidence and not released to others except to protect Seller's interest in this transaction. If the Cash at Closing is less than as set forth in § 4.1. of this Contract, Seller has the Right to Terminate under § 24.1., on or before Closing. If Seller disapproves of Buyer's financial ability or creditworthiness, in Seller's sole subjective discretion, Seller has the Right to Terminate under § 24.1., on or before **Disapproval of Buyer's Credit Information Deadline**.

5.4. Existing Loan Review. Seller must deliver copies of the loan documents (including note, deed of trust and any modifications) to Buyer by **Existing Loan Deadline**. For the sole benefit of Buyer, this Contract is conditional upon Buyer's review and approval of the provisions of such loan documents. Buyer has the Right to Terminate under § 24.1., on or before **Existing Loan Termination Deadline**, based on any unsatisfactory provision of such loan documents, in Buyer's sole subjective discretion. If the lender's approval of a transfer of the Property is required, this Contract is conditional upon Buyer obtaining such approval without change in the terms of such loan, except as set forth in § 4.6. If lender's approval is not obtained by **Loan Transfer Approval Deadline**, this Contract will terminate on such deadline. Seller has the Right to Terminate under § 24.1., on or before Closing, in Seller's sole subjective discretion, if Seller is to be released from liability under such existing loan and Buyer does not obtain such compliance as set forth in § 4.6.

6. APPRAISAL PROVISIONS.

6.1. Appraisal Definition. An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged on behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set forth certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property to be valued at the Appraised Value.

6.2. Appraised Value. The applicable appraisal provision set forth below applies to the respective loan type set forth in § 4.5.3., or if a cash transaction (i.e., no financing), § 6.2.1. applies.

6.2.1. Conventional/Other. Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer may, on or before **Appraisal Objection Deadline**:

6.2.1.1. Notice to Terminate. Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated; or

6.2.1.2. Appraisal Objection. Deliver to Seller a written objection accompanied by either a copy of the Appraisal or written notice from lender that confirms the Appraised Value is less than the Purchase Price (Lender Verification).

6.2.1.3. Appraisal Resolution. If an Appraisal Objection is received by Seller, on or before **Appraisal Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Appraisal Resolution Deadline**, this Contract will terminate on the **Appraisal Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the Appraisal Objection before such termination, (i.e., on or before expiration of **Appraisal Resolution Deadline**).

6.3. Lender Property Requirements. If the lender imposes any written requirements, replacements, removals or repairs, including any specified in the Appraisal (Lender Property Requirements) to be made to the Property (e.g., roof repair, repainting), beyond those matters already agreed to by Seller in this Contract, this Contract terminates on the earlier of three days following Seller's receipt of the Lender Property Requirements, or Closing, unless prior to termination: (1) the parties enter into a written agreement to satisfy the Lender Property Requirements; (2) the Lender Property Requirements have been completed; or (3) the satisfaction of the Lender Requirements is waived in writing by Buyer.

6.4. Cost of Appraisal. Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by ☐ **Buyer** ☐ **Seller.** The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company, lender's agent or all three.

7. OWNERS' ASSOCIATIONS. This Section is applicable if the Property is located within one or more Common Interest Communities and subject to one or more declarations (Association).

7.1. Common Interest Community Disclosure. THE PROPERTY IS LOCATED WITHIN A COMMON INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION.

7.2. Association Documents to Buyer. Seller is obligated to provide to Buyer the Association Documents (defined below), at Seller's expense, on or before **Association Documents Deadline**. Seller authorizes the Association to provide the Association Documents to Buyer, at Seller's expense. Seller's obligation to provide the Association Documents is fulfilled upon Buyer's receipt of the Association Documents, regardless of who provides such documents.

7.3. Association Documents. Association documents (Association Documents) consist of the following:

7.3.1. All Association declarations, articles of incorporation, bylaws, articles of organization, operating agreements, rules and regulations, party wall agreements and the Association's responsible governance policies adopted under § 38-33.3-209.5, C.R.S.;

7.3.2. Minutes of: (1) the annual owners' or members' meeting and (2) any executive boards' or managers' meetings; such minutes include those provided under the most current annual disclosure required under § 38-33.3-209.4, C.R.S. (Annual Disclosure) and minutes of meetings, if any, subsequent to the minutes disclosed in the Annual Disclosure. If none of the preceding minutes exist, then the most recent minutes, if any (§§ 7.3.1. and 7.3.2., collectively, Governing Documents); and

7.3.3. List of all Association insurance policies as provided in the Association's last Annual Disclosure, including, but not limited to, property, general liability, association director and officer professional liability and fidelity policies. The list must include the company names, policy limits, policy deductibles, additional named insureds and expiration dates of the policies listed (Association Insurance Documents);

7.3.4. A list by unit type of the Association's assessments, including both regular and special assessments as disclosed in the Association's last Annual Disclosure;

7.3.5. The Association's most recent financial documents which consist of: (1) the Association's operating budget for the current fiscal year, (2) the Association's most recent annual financial statements, including any amounts held in reserve for the fiscal year immediately preceding the Association's last Annual Disclosure, (3) the results of the Association's most recent available financial audit or review, (4) list of the fees and charges (regardless of name or title of such fees or charges) that the Association's community association manager or Association will charge in connection with the Closing including, but not limited to, any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or update fee charged for the Status Letter, any record change fee or ownership record transfer fees (Record Change Fee), fees to access documents, (5) list of all assessments required to be paid in advance, reserves or working capital due at Closing and (6) reserve study, if any (§§ 7.3.4. and 7.3.5., collectively, Financial Documents);

7.3.6. Any written notice from the Association to Seller of a "construction defect action" under § 38-33.3-303.5, C.R.S. within the past six months and the result of whether the Association approved or disapproved such action (Construction Defect Documents). Nothing in this Section limits the Seller's obligation to disclose adverse material facts as required under § 10.2. (Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition) including any problems or defects in the common elements or limited common elements of the Association property.

7.4. Conditional on Buyer's Review. Buyer has the right to review the Association Documents. Buyer has the Right to Terminate under § 24.1., on or before **Association Documents Termination Deadline**, based on any unsatisfactory provision in any of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after **Association Documents Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory and Buyer waives any Right to Terminate under this provision, notwithstanding the provisions of § 8.6. (Third Party Right to Purchase/Approve).

8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.

8.1. Evidence of Record Title.

☒ **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance company to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline**, Seller must furnish to Buyer, a current commitment for an owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price, or if this box is checked, ☐ an **Abstract of Title** certified to a current date. Seller will cause the title insurance policy to be issued and delivered to Buyer as soon as practicable at or after Closing.

☐ **8.1.2. Buyer Selects Title Insurance Company**. If this box is checked, Buyer will select the title insurance company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline**, Buyer must furnish to Seller, a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price.

If neither box in § 8.1.1. or § 8.1.2. is checked, § 8.1.1. applies.

8.1.3. Owner's Extended Coverage (OEC). The Title Commitment ☐ **Will** ☒ **Will Not** contain Owner's Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics' liens, (5) gap period (period between the effective date and time of commitment to the date and time the deed is recorded) and (6) unpaid taxes, assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be paid by ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **Other** ______________________.

Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below, among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to object under § 8.7. (Right to Object to Title, Resolution).

8.1.4. Title Documents. Title Documents consist of the following: (1) copies of any plats, declarations, covenants, conditions and restrictions burdening the Property and (2) copies of any other documents (or, if illegible, summaries of such documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title Documents).

8.1.5. Copies of Title Documents. Buyer must receive, on or before **Record Title Deadline**, copies of all Title Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the party or parties obligated to pay for the owner's title insurance policy.

8.1.6. Existing Abstracts of Title. Seller must deliver to Buyer copies of any abstracts of title covering all or any portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title Deadline**.

8.2. Record Title. Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the Title Documents as set forth in § 8.7. (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**. Buyer's objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title Commitment that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object to: (1) any required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents, or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection, pursuant to this § 8.2. (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1. (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title Documents as satisfactory.

8.3. Off-Record Title. Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without limitation, governmental improvements approved, but not yet installed) or other title matters not shown by public records, of which Seller has actual knowledge (Off-Record Matters). This Section excludes any **New ILC** or **New Survey** governed under § 9 (New ILC, New Survey). Buyer has the right to inspect the Property to investigate if any third party has any right in the Property not shown by public records (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2. (Record Title) and § 13 (Transfer of Title)), in Buyer's sole subjective discretion, must be received by Seller on or before **Off-Record Title Objection Deadline**. If an Off-Record Matter is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection pursuant to this § 8.3. (Off-Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts title subject to such Off-Record Matters and rights, if any, of third parties not shown by public records of which Buyer has actual knowledge.

8.4. Special Taxing and Metropolitan Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY AND BY OBTAINING FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR The official website for the Metropolitan District, if any, is: _______________.

8.5. Tax Certificate. A tax certificate paid for by ☐ **Seller** ☒ **Buyer**, for the Property listing any special taxing or metropolitan districts that affect the Property (Tax Certificate) must be delivered to Buyer on or before **Record Title Deadline**. If the content of the Tax Certificate is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may terminate, on or before **Record Title Objection Deadline.** Should Buyer receive the Tax Certificate after **Record Title Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's receipt of the Tax Certificate. If Buyer does not receive the Tax Certificate, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the provisions of the Tax Certificate as satisfactory and Buyer waives any Right to Terminate under this provision. If Buyer's loan specified in § 4.5.3. (Loan Limitations) prohibits Buyer from paying for the Tax Certificate, the Tax Certificate will be paid for by Seller.

8.6. Third Party Right to Purchase/Approve. If any third party has a right to purchase the Property (e.g., right of first refusal on the Property, right to purchase the Property under a lease or an option held by a third party to purchase the Property) or a right of a third party to approve this Contract, Seller must promptly submit this Contract according to the terms and conditions of such right. If the third-party holder of such right exercises its right this Contract will terminate. If the third party's right to purchase is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly notify Buyer in writing of the foregoing. If the third party right to purchase is exercised or approval of this Contract has not occurred on or before **Third Party Right to Purchase/Approve Deadline**, this Contract will then terminate. Seller will supply to Buyer, in writing, details of any Third Party Right to Purchase the Property on or before the Record Title Deadline.

8.7. Right to Object to Title, Resolution. Buyer has a right to object or terminate, in Buyer's sole subjective discretion, based on any title matters including those matters set forth in § 8.2. (Record Title), § 8.3. (Off-Record Title), § 8.5. (Tax Certificate) and § 13 (Transfer of Title). If Buyer exercises Buyer's rights to object or terminate based on any such title matter, on or before the applicable deadline, Buyer has the following options:

8.7.1. Title Objection, Resolution. If Seller receives Buyer's written notice objecting to any title matter (Notice of Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written settlement thereof on or before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller receives Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title

Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2. (Record Title) or § 8.3. (Off-Record Title) the Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the applicable documents; or

8.7.2. Title Objection, Right to Terminate. Buyer may exercise the Right to Terminate under § 24.1., on or before the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole subjective discretion.

8.8. Title Advisory. The Title Documents affect the title, ownership and use of the Property and should be reviewed carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property, including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations, unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property and various laws and governmental regulations concerning land use, development and environmental matters.

8.8.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND TRANSFER OF THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL, GAS OR WATER.

8.8.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND RECORDER.

8.8.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING OF CURRENT WELLS AND GAS GATHERING AND PROCESSING FACILITIES.

8.8.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL AND GAS CONSERVATION COMMISSION.

8.8.5. Title Insurance Exclusions. Matters set forth in this Section and others, may be excepted, excluded from, or not covered by the owner's title insurance policy.

8.9. Mineral Rights Review. Buyer has a Right to Terminate if examination of the Mineral Rights is unsatisfactory to Buyer on or before the **Mineral Rights Examination Deadline**.

9. NEW ILC, NEW SURVEY.

9.1. New ILC or New Survey. If the box is checked, (1) ☐ **New Improvement Location Certificate (New ILC)**; or, (2) ☐ **New Survey** in the form of ____; is required and the following will apply:

9.1.1. Ordering of New ILC or New Survey. ☐ **Seller** ☐ **Buyer** will order the New ILC or New Survey. The New ILC or New Survey may also be a previous ILC or survey that is in the above-required form, certified and updated as of a date after the date of this Contract.

9.1.2. Payment for New ILC or New Survey. The cost of the New ILC or New Survey will be paid, on or before Closing, by: ☐ **Seller** ☐ **Buyer** or:

9.1.3. Delivery of New ILC or New Survey. Buyer, Seller, the issuer of the Title Commitment (or the provider of the opinion of title if an Abstract of Title) and ____________________ will receive a New ILC or New Survey on or before **New ILC or New Survey Deadline**.

9.1.4. Certification of New ILC or New Survey. The New ILC or New Survey will be certified by the surveyor to all those who are to receive the New ILC or New Survey.

9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection. Buyer may select a New ILC or New Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the **New ILC or New Survey Objection Deadline**. Buyer may, in Buyer's sole subjective discretion, waive a New ILC or New Survey if done prior to Seller incurring any cost for the same.

9.3. New ILC or New Survey Objection. Buyer has the right to review and object based on the New ILC or New Survey. If the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may, on or before **New ILC or New Survey Objection Deadline**, notwithstanding § 8.3. or § 13:

9.3.1. Notice to Terminate. Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated; or

9.3.2. New ILC or New Survey Objection. Deliver to Seller a written description of any matter that was to be shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.

9.3.3. New ILC or New Survey Resolution. If a **New ILC or New Survey Objection** is received by Seller, on or before **New ILC or New Survey Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **New ILC or New Survey Resolution Deadline**, this Contract will terminate on expiration of the **New ILC or New Survey Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the New ILC or New Survey Objection before such termination (i.e., on or before expiration of **New ILC or New Survey Resolution Deadline**).

DISCLOSURE, INSPECTION AND DUE DILIGENCE

10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, DUE DILIGENCE AND SOURCE OF WATER.

10.1. Seller's Property Disclosure. On or before **Seller's Property Disclosure Deadline**, Seller agrees to deliver to Buyer the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed by Seller to Seller's actual knowledge and current as of the date of this Contract.

10.2. Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition. Seller must disclose to Buyer any adverse material facts actually known by Seller as of the date of this Contract. Seller agrees that disclosure of adverse material facts will be in writing. In the event Seller discovers an adverse material fact after the date of this Contract, Seller must timely disclose such adverse fact to Buyer. Buyer has the Right to Terminate based on the Seller's new disclosure on the earlier of Closing or five days after Buyer's receipt of the new disclosure. Except as otherwise provided in this Contract, Buyer acknowledges that Seller is conveying the Property to Buyer in an "**As Is**" condition, "**Where Is**" and "**With All Faults**."

10.3. Inspection. Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections (by one or more third parties, personally or both) of the Property, Leased Items, and Inclusions (Inspection), at Buyer's expense. If (1) the physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the electrical, plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions and Leased Items, (3) service to the Property (including utilities and communication services), systems and components of the Property (e.g., heating and plumbing), (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or noise (whether on or off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's sole subjective discretion, Buyer may:

10.3.1. Inspection Termination. On or before the **Inspection Termination Deadline**, notify Seller in writing, pursuant to § 24.1., that this Contract is terminated due to any unsatisfactory condition, provided the Buyer did not previously deliver an Inspection Objection. Buyer's Right to Terminate under this provision expires upon delivery of an Inspection Objection to Seller pursuant to § 10.3.2.; or

10.3.2. Inspection Objection. On or before the **Inspection Objection Deadline**, deliver to Seller a written description of any unsatisfactory condition that Buyer requires Seller to correct.

10.3.3. Inspection Resolution. If an Inspection Objection is received by Seller, on or before **Inspection Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Inspection Resolution Deadline**, this Contract will terminate on **Inspection Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Inspection Objection before such termination (i.e., on or before expiration of **Inspection Resolution Deadline**). Nothing in this provision prohibits the Buyer and the Seller from mutually terminating this Contract before the Inspection Resolution Deadline passes by executing an Earnest Money Release.

10.4. Damage, Liens and Indemnity. Buyer, except as otherwise provided in this Contract or other written agreement between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at Buyer's request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify, protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against any such liability, damage, cost or expense, or to enforce this Section, including Seller's reasonable attorney fees, legal fees and expenses. The provisions of this Section survive the termination of this Contract. This § 10.4. does not apply to items performed pursuant to an Inspection Resolution.

10.5. Insurability. Buyer has the Right to Terminate under § 24.1., on or before **Property Insurance Termination Deadline**, based on any unsatisfactory provision of the availability, terms and conditions and premium for property insurance (Property Insurance) on the Property, in Buyer's sole subjective discretion.

10.6. Due Diligence.

10.6.1. Due Diligence Documents. Seller agrees to deliver copies of the following documents and information pertaining to the Property and Leased Items (Due Diligence Documents) to Buyer on or before **Due Diligence Documents Delivery**

Deadline:

10.6.1.1. Occupancy Agreements. All current leases, including any amendments or other occupancy agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing are as follows (Leases):

10.6.1.2. Leased Items Documents. If any lease of personal property (§ 2.5.4., Leased Items) will be transferred to Buyer at Closing, Seller agrees to deliver copies of the leases and information pertaining to the personal property to Buyer on or before **Due Diligence Documents Delivery Deadline**.

10.6.1.3. Encumbered Inclusions Documents. If any Inclusions owned by Seller are encumbered pursuant to § 2.5.2. (Encumbered Inclusions) above, Seller agrees to deliver copies of the evidence of debt, security and any other documents creating the encumbrance to Buyer on or before **Due Diligence Documents Delivery Deadline**.

10.6.1.4. Solar Power Plan. Copy of any Solar Power Plan not included in Leased Items (regardless of its name or title).

10.6.1.5 Septic Use Permit. If required by the local health department or other applicable government entity, on or before the local health department's applicable deadline, Seller must pay for and furnish to Buyer a Septic Use Permit.

10.6.1.6. Other Documents. If the respective box is checked, Seller agrees to additionally deliver copies of the following:

☐ **10.6.1.6.1.** All contracts relating to the operation, maintenance and management of the Property;

☐ **10.6.1.6.2.** Property tax bills for the last _______ years;

☐ **10.6.1.6.3.** As-built construction plans to the Property and the tenant improvements, including architectural, electrical, mechanical and structural systems; engineering reports; and permanent Certificates of Occupancy, to the extent now available;

☐ **10.6.1.6.4.** A list of all Inclusions to be conveyed to Buyer;

☐ **10.6.1.6.5.** Operating statements for the past _______ years;

☐ **10.6.1.6.6.** A rent roll accurate and correct to the date of this Contract;

☐ **10.6.1.6.7.** A schedule of any tenant improvement work Seller is obligated to complete but has not yet completed and capital improvement work either scheduled or in process on the date of this Contract;

☐ **10.6.1.6.8.** All insurance policies pertaining to the Property and copies of any claims which have been made for the past _______ years;

☐ **10.6.1.6.9.** Soils reports, surveys and engineering reports or data pertaining to the Property (if not delivered earlier under § 8.3.);

☐ **10.6.1.6.10.** Any and all existing documentation and reports regarding Phase I and II environmental reports, letters, test results, advisories and similar documents respective to the existence or nonexistence of asbestos, PCB transformers, or other toxic, hazardous or contaminated substances and/or underground storage tanks and/or radon gas. If no reports are in Seller's possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known to Seller;

☐ **10.6.1.6.11.** Any *Americans with Disabilities Act* reports, studies or surveys concerning the compliance of the Property with said Act;

☐ **10.6.1.6.12.** All permits, licenses and other building or use authorizations issued by any governmental authority with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use authorizations, if any; and

☐ **10.6.1.6.13.** Other:

10.6.2. Due Diligence Documents Review and Objection. Buyer has the right to review and object based on the Due Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory, in Buyer's sole subjective discretion, Buyer may, on or before **Due Diligence Documents Objection Deadline**:

10.6.2.1. Notice to Terminate. Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated; or

10.6.2.2. Due Diligence Documents Objection. Deliver to Seller a written description of any unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

10.6.2.3. Due Diligence Documents Resolution. If a Due Diligence Documents Objection is received by Seller, on or before **Due Diligence Documents Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Due Diligence Documents Resolution Deadline**, this Contract will terminate on **Due Diligence Documents Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection before such termination (i.e., on or before expiration of **Due Diligence Documents Resolution Deadline**.

10.6.2.4. Automatic Due Diligence Extension. If a Due Diligence Document is not delivered on or before the Due Diligence Documents Deadline, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to such Due Diligence Document. If Buyer's right to review and object to such Due Diligence Document is extended due to such Due Diligence Document not being delivered on or before the Due Diligence Documents Deadline, the Due Diligence Document Resolution Deadline will also be extended to the earlier of Closing or fifteen days after Buyer's receipt of such Due Diligence Document.

10.6.3. Zoning. Buyer has the Right to Terminate under § 24.1., on or before **Due Diligence Documents Objection Deadline**, based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction over the Property, in Buyer's sole subjective discretion.

10.6.4. Due Diligence – Environmental. Buyer has the right to obtain environmental inspections of the Property including a Phase I Environmental Site Assessment. ☐ **Seller** ☐ **Buyer** will order or provide a current Phase I Environmental Site Assessment (compliant with most current version of the applicable ASTM E1527 standard practices for Environmental Site Assessments) and/or ____, at the expense of ☐ **Seller** ☐ **Buyer** (Environmental Inspection).

If the Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the **Environmental Inspection Termination Deadline** will be extended by ___________________ days (Extended Environmental Inspection Termination Deadline) and if such Extended Environmental Inspection Termination Deadline extends beyond the **Closing Date**, the **Closing Date** will be extended a like period of time. In such event, ☐ **Seller** ☐ **Buyer** must pay the cost for such Phase II Environmental Site Assessment.

Notwithstanding Buyer's right to obtain additional environmental inspections of the Property in this § 10.6.4., Buyer has the Right to Terminate under § 24.1., on or before **Environmental Inspection Termination Deadline**, or if applicable, the Extended Environmental Inspection Termination Deadline, based on any unsatisfactory results of Environmental Inspection, in Buyer's sole subjective discretion.

10.6.5. Due Diligence – ADA. Buyer, at Buyer's expense, may also conduct an evaluation whether the Property complies with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and evaluations must be conducted at such times as are mutually agreeable to minimize the interruption of Seller's and any Seller's tenants' business uses of the Property, if any.

Buyer has the Right to Terminate under § 24.1., on or before **ADA Evaluation Termination Deadline**, based on any unsatisfactory ADA Evaluation, in Buyer's sole subjective discretion.

10.7. Conditional Upon Sale of Property. This Contract is conditional upon the sale and closing of that certain property owned by Buyer and commonly known as ____. Buyer has the Right to Terminate under § 24.1. effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale Deadline** if such property is not sold and closed by such deadline. This Section is for the sole benefit of Buyer. If Seller does not receive Buyer's Notice to Terminate on or before **Conditional Sale Deadline**, Buyer waives any Right to Terminate under this provision.

10.8. Source of Potable Water (Residential Land and Residential Improvements Only). Buyer ☐ **Does** ☐ **Does Not** acknowledge receipt of a copy of Seller's Property Disclosure or Source of Water Addendum disclosing the source of potable water for the Property. ☐ There is **No Well**. Buyer ☐ **Does** ☐ **Does Not** acknowledge receipt of a copy of the current well permit.
Note to Buyer: SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.

10.9. Existing Leases; Modification of Existing Leases; New Leases. Seller states that none of the Leases to be assigned to the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the Lease or other writing received by Buyer. Seller will not amend, alter, modify, extend or cancel any of the Leases nor will Seller enter into any new leases affecting the Property without the prior written consent of Buyer, which consent will not be unreasonably withheld or delayed.

10.10. Lead-Based Paint. [Intentionally Deleted - See Residential Addendum if applicable]

10.11. Carbon Monoxide Alarms. [Intentionally Deleted - See Residential Addendum if applicable]

10.12. Methamphetamine Disclosure. [Intentionally Deleted - See Residential Addendum if applicable]

11. TENANT ESTOPPEL STATEMENTS.

11.1. Estoppel Statements Conditions. Buyer has the right to review and object to any Estoppel Statements. Seller must request from all tenants of the Property and if received by Seller, deliver to Buyer on or before **Estoppel Statements Deadline**, statements in a form and substance reasonably acceptable to Buyer, from each occupant or tenant at the Property (Estoppel Statement) attached to a copy of the Lease stating:

11.1.1. The commencement date of the Lease and scheduled termination date of the Lease;

11.1.2. That said Lease is in full force and effect and that there have been no subsequent modifications or amendments;

11.1.3. The amount of any advance rentals paid, rent concessions given and deposits paid to Seller;

11.1.4. The amount of monthly (or other applicable period) rental paid to Seller;

11.1.5. That there is no default under the terms of said Lease by landlord or occupant; and

11.1.6. That the Lease to which the Estoppel Statement is attached is a true, correct and complete copy of the Lease demising the premises it describes.

11.2. Seller Estoppel Statement. In the event Seller does not receive from all tenants of the Property a completed signed Estoppel Statement, Seller agrees to complete and execute an Estoppel Statement setting forth the information and documents required in § 11.1 above and deliver the same to Buyer on or before **Estoppel Statements Deadline.**

11.3. Estoppel Statements Termination. Buyer has the Right to Terminate under § 24.1., on or before **Estoppel Statements Termination Deadline**, based on any unsatisfactory Estoppel Statement, in Buyer's sole subjective discretion, or if Seller fails to deliver the Estoppel Statements on or before **Estoppel Statements Deadline**. Buyer also has the unilateral right to waive any unsatisfactory Estoppel Statement.

CLOSING PROVISIONS

12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.

12.1. Closing Documents and Closing Information. Seller and Buyer will cooperate with the Closing Company to enable the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is obtaining a loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing Company, in a timely manner, all required loan documents and financial information concerning Buyer's loan. Buyer and Seller will furnish any additional information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and Seller will sign and complete all customary or reasonably required documents at or before Closing.

12.2. Closing Instructions. Colorado Real Estate Commission's Closing Instructions ☐ **Are** ☒ **Are Not** executed with this Contract.

12.3. Closing. Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as the **Closing Date** or by mutual agreement at an earlier date. At Closing, Seller must provide Buyer with the ability to access the Property. The hour and place of Closing will be as designated by ***Buyer and Seller***.

12.4. Disclosure of Settlement Costs. Buyer and Seller acknowledge that costs, quality and extent of service vary between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

12.5. Assignment of Leases. Seller must assign to Buyer all Leases at Closing that will continue after Closing and Buyer must assume Seller's obligations under such Leases. Further, Seller must transfer to Buyer all Leased Items and assign to Buyer such leases for the Leased Items accepted by Buyer pursuant to § 2.5.4. (Leased Items).

13. TRANSFER OF TITLE. Subject to Buyer's compliance with the terms and provisions of this Contract, including the tender of any payment due at Closing, Seller must execute and deliver the following good and sufficient deed to Buyer, at Closing: ☒ special warranty deed ☐ general warranty deed ☐ bargain and sale deed ☐ quit claim deed ☐ personal representative's deed ☐ ___________________________deed. Seller, provided another deed is not selected, must execute and deliver a good and sufficient special warranty deed to Buyer, at Closing.

Unless otherwise specified in § 30 (Additional Provisions), if title will be conveyed using a special warranty deed or a general warranty deed, title will be conveyed "subject to statutory exceptions" as defined in § 38-30-113(5)(a), C.R.S.

14. PAYMENT OF LIENS AND ENCUMBRANCES. Unless agreed to by Buyer in writing, any amounts owed on any liens or encumbrances securing a monetary sum against the Property and Inclusions, including any governmental liens for special improvements installed as of the date of Buyer's signature hereon, whether assessed or not, and previous years' taxes, will be paid at or before Closing by Seller from the proceeds of this transaction or from any other source.

15. CLOSING COSTS, FEES, ASSOCIATION STATUS LETTER AND DISBURSEMENTS, TAXES AND WITHHOLDING.

15.1. Closing Costs. Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required to be paid at Closing, except as otherwise provided herein.

15.2. Closing Services Fee. The fee for real estate closing services must be paid at Closing by ☒ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **Other** ____.

15.3. Association Fees and Required Disbursements. At least fourteen days prior to **Closing Date**, Seller agrees to promptly request that the Closing Company or the Association deliver to Buyer a current Status Letter, if applicable. Any fees associated with or specified in the Status Letter will be paid as follows:

15.3.1. Status Letter Fee. Any fee incident to the issuance of Association's Status Letter must be paid by Seller.

15.3.2. Record Change Fee. Any Record Change Fee must be paid by ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☒ **N/A**.

15.3.3. Reserves or Working Capital. Unless agreed to otherwise, all reserves or working capital due (or other similar cost not addressed in § 16.2. (Association Assessments)) at Closing must be paid by ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☒ **N/A**.

15.3.4. Other Fees. Any other fee listed in the Status Letter as required to be paid at Closing will be paid by ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☒ **N/A**.

15.4. Local Transfer Tax. Any Local Transfer Tax must be paid at Closing by ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☒ **N/A**.

15.5. Sales and Use Tax. Any sales and use tax that may accrue because of this transaction must be paid when due by ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☒ **N/A**.

15.6. Private Transfer Fee. Any private transfer fees and other fees due to a transfer of the Property, payable at Closing, such as community association fees, developer fees and foundation fees, must be paid at Closing by ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☒ **N/A**.

15.7. Water Transfer Fees. Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed $ ______________ for:

☐ Water District/Municipality ☐ Water Stock
☐ Augmentation Membership ☐ Small Domestic Water Company ☐ ______________________

and must be paid at Closing by ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **N/A**.

15.8. Utility Transfer Fees. Utility transfer fees can change. Any fees to transfer utilities from Seller to Buyer must be paid by ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☒ **N/A**.

15.9. FIRPTA and Colorado Withholding.

15.9.1. FIRPTA. The Internal Revenue Service (IRS) may require a substantial portion of the Seller's proceeds be withheld after Closing when Seller is a foreign person. If required withholding does not occur, the Buyer could be held liable for the amount of the Seller's tax, interest and penalties. If the box in this Section is checked, Seller represents that Seller ☐ **IS** a foreign person for purposes of U.S. income taxation. If the box in this Section is not checked, Seller represents that Seller is not a foreign person for purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or if an exemption exists.

15.9.2. Colorado Withholding. The Colorado Department of Revenue may require a portion of the Seller's proceeds be withheld after Closing when Seller will not be a Colorado resident after Closing, if not otherwise exempt. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's status. If withholding is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or if an exemption exists.

16. PRORATIONS AND ASSOCIATION ASSESSMENTS.

16.1. Prorations. The following will be prorated to the **Closing Date**, except as otherwise provided:

16.1.1. Taxes. Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes for the year of Closing, based on ☐ **Taxes for the Calendar Year Immediately Preceding Closing** ☒ **Most Recent Mill Levy and Most Recent Assessed Valuation**, ☐ **Other** ____.

16.1.2. Rents. Rents based on ☐ **Rents Actually Received** ☐ **Accrued**. At Closing, Seller will transfer or credit to Buyer the security deposits for all Leases assigned to Buyer, or any remainder after lawful deductions, and notify all tenants in writing of such transfer and of the transferee's name and address.

16.1.3. Other Prorations. Water and sewer charges, propane, interest on continuing loan, and ___________________.

16.1.4. Final Settlement. Unless otherwise specified in Additional Provisions, these prorations are final.

16.2. Association Assessments. Current regular Association assessments and dues (Association Assessments) paid in advance will be credited to Seller at Closing. All Association Assessments accrued before Closing must be paid by Seller and all Association Assessments accrued after Closing must be paid by Buyer. Cash reserves held out of the regular Association Assessments for deferred maintenance by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents. Any special assessment assessed prior to **Closing Date** by the Association will be the obligation of ☐ **Buyer** ☐

Seller. Except however, any special assessment by the Association for improvements that have been installed as of the date of Buyer's signature hereon, whether assessed prior to or after Closing, will be the obligation of Seller unless otherwise specified in Additional Provisions. Seller represents there are no unpaid regular or special assessments against the Property except the current regular assessments and ______________________________. Association Assessments are subject to change as provided in the Governing Documents.

17. POSSESSION. Possession of the Property and Inclusions will be delivered to Buyer on **Possession Date** at **Possession Time**, subject to the Leases as set forth in § 10.6.1.1.

If Seller, after Closing occurs, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally liable to Buyer, notwithstanding § 20.2. (If Seller is in Default), for payment of $ 200.00 per day (or any part of a day notwithstanding § 3.3., Day) from **Possession Date** and **Possession Time** until possession is delivered. Additionally, Buyer may pursue a claim against Seller for any of Buyer's actual additional damages incurred by Buyer in excess of such amount.

GENERAL PROVISIONS

18. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND WALK-THROUGH. Except as otherwise provided in this Contract, the Property, Inclusions or both will be delivered in the condition existing as of the date of this Contract, ordinary wear and tear excepted.

18.1. Causes of Loss, Insurance. In the event the Property or Inclusions are damaged by fire, other perils or causes of loss prior to Closing (Property Damage) in an amount of not more than ten percent of the total Purchase Price and if the repair of the damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds, will use Seller's reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, if the Property is not repaired before **Closing Date**, or if the damage exceeds such sum. Should Buyer elect to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired prior to Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller's insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

18.2. Damage, Inclusions and Services. Should any Inclusion or service (including utilities and communication services), system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, or, at the option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive Closing.

18.3. Condemnation. In the event Seller receives actual notice prior to Closing that a pending condemnation action may result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation action. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, based on such condemnation action, in Buyer's sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value of the Property or Inclusions but such credit will not include relocation benefits or expenses or exceed the Purchase Price.

18.4. Walk-Through and Verification of Condition. Buyer, upon reasonable notice, has the right to walk through the Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

18.5. Risk of Loss – Growing Crops. The risk of loss for damage to growing crops by fire or other casualty will be borne by the party entitled to the growing crops as provided in § 2.8. and such party is entitled to such insurance proceeds or benefits for the growing crops.

19. RECOMMENDATION OF LEGAL AND TAX COUNSEL. By signing this Contract, Buyer and Seller acknowledge that their respective broker has advised that this Contract has important legal consequences and has recommended: (1) legal examination of title; (2) consultation with legal and tax or other counsel before signing this Contract as this Contract may have important legal and tax implications; (3) to consult with their own attorney if Water Rights, Mineral Rights or Leased Items are included or excluded in the sale; and (4) to consult with legal counsel if there are other matters in this transaction for which legal counsel should be engaged and consulted. Such consultations must be done timely as this Contract has strict time limits, including deadlines, that must be complied with.

20. TIME OF ESSENCE, DEFAULT AND REMEDIES. Time is of the essence for all dates and deadlines in this Contract. This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid, honored or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting party has the following remedies:

20.1. If Buyer is in Default:

☐ **20.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty, and the parties agree the amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to treat this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.

20.1.2. Liquidated Damages, Applicable. This § 20.1.2. applies unless the box in § 20.1.1. is checked. Seller may cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money amount specified in § 4.1. is LIQUIDATED DAMAGES and not a penalty, which amount the parties agree is fair and reasonable and (except as provided in §§ 10.4. and 21), such amount is SELLER'S ONLY REMEDY for Buyer's failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.

20.2. If Seller is in Default:

20.2.1. Specific Performance, Damages or Both. Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received hereunder will be returned to Buyer and Buyer may recover such damages as may be proper. Alternatively, in addition to the per diem in § 17 (Possession) for failure of Seller to timely deliver possession of the Property after Closing occurs, Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to specific performance or damages, or both.

20.2.2. Seller's Failure to Perform. In the event Seller fails to perform Seller's obligations under this Contract, to include, but not limited to, failure to timely disclose Association violations known by Seller, failure to perform any replacements or repairs required under this Contract or failure to timely disclose any known adverse material facts, Seller remains liable for any such failures to perform under this Contract after Closing. Buyer's rights to pursue the Seller for Seller's failure to perform under this Contract are reserved and survive Closing.

21. LEGAL FEES, COST AND EXPENSES. Anything to the contrary herein notwithstanding, in the event of any arbitration or litigation relating to this Contract, prior to or after **Closing Date**, the arbitrator or court must award to the prevailing party all reasonable costs and expenses, including attorney fees, legal fees and expenses.

22. MEDIATION. If a dispute arises relating to this Contract (whether prior to or after Closing) and is not resolved, the parties must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at that party's last known address (physical or electronic as provided in § 26). Nothing in this Section prohibits either party from filing a lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation. This Section will not alter any date in this Contract, unless otherwise agreed.

23. EARNEST MONEY DISPUTE. Except as otherwise provided herein, Earnest Money Holder must release the Earnest Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole subjective discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest Money into a court of competent jurisdiction (Earnest Money Holder is entitled to recover court costs and reasonable attorney and legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is authorized to return the Earnest Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit and has not interpled the monies at the time of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the obligation of § 22 (Mediation). This Section will survive cancellation or termination of this Contract.

24. TERMINATION.

24.1. Right to Terminate. If a party has a right to terminate, as provided in this Contract (Right to Terminate), the termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory and waives the Right to Terminate under such provision. Any Notice to Terminate delivered after the applicable deadline specified in the Contract is ineffective and does not terminate this Contract.

24.2. Effect of Termination. In the event this Contract is terminated, all Earnest Money received hereunder must be timely returned to Buyer and the parties are then relieved of all obligations hereunder, subject to §§ 10.4. and 21.

25. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS. This Contract, its exhibits and specified addenda, constitute the entire agreement between the parties relating to the subject hereof and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the terms of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right or obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the same. Any successor to a party receives the predecessor's benefits and obligations of this Contract.

26. NOTICE, DELIVERY AND CHOICE OF LAW.

26.1. Physical Delivery and Notice. Any document or notice to Buyer or Seller must be in writing, except as provided in § 26.2. and is effective when physically received by such party, any individual named in this Contract to receive documents or notices for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing must be received by the party, not Broker or Brokerage Firm).

26.2. Electronic Notice. As an alternative to physical delivery, any notice may be delivered in electronic form to Buyer or Seller, any individual named in this Contract to receive documents or notices for such party, Broker or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing, cancellation or Termination must be received by the party, not Broker or Brokerage Firm) at the electronic address of the recipient by facsimile, email or ***docusign***.

26.3. Electronic Delivery. Electronic Delivery of documents and notice may be delivered by: (1) email at the email address of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

26.4. Choice of Law. This Contract and all disputes arising hereunder are governed by and construed in accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property located in Colorado.

27. NOTICE OF ACCEPTANCE, COUNTERPARTS. This proposal will expire unless accepted in writing, by Buyer and Seller, as evidenced by their signatures below and the offering party receives notice of such acceptance pursuant to § 26 on or before **Acceptance Deadline Date** and **Acceptance Deadline Time**. If accepted, this document will become a contract between Seller and Buyer. A copy of this Contract may be executed by each party, separately and when each party has executed a copy thereof, such copies taken together are deemed to be a full and complete contract between the parties.

28. GOOD FAITH. Buyer and Seller acknowledge that each party has an obligation to act in good faith including, but not limited to, exercising the rights and obligations set forth in the provisions of **Financing Conditions and Obligations**; **Title Insurance, Record Title and Off-Record Title**; **New ILC, New Survey**; and **Property Disclosure, Inspection, Indemnity, Insurability, Due Diligence and Source of Water**.

29. BUYER'S BROKERAGE FIRM COMPENSATION. Buyer's brokerage firm's compensation will be paid, at Closing, as follows:

☐ **29.1.** ***None*** % of the Purchase Price or $______________ by Seller. Buyer's 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.

☐ **29.2.** ***None*** % of the Purchase Price or $______________ by Buyer pursuant to a separate agreement between Buyer and Buyer's brokerage firm. This amount may be modified between Buyer and Buyer's brokerage firm outside of this Contract.

☐ **29.3.** ***None*** % of the Purchase Price or $______________ by a separate agreement between Buyer's brokerage firm and Seller's brokerage firm.

ADDITIONAL PROVISIONS AND ATTACHMENTS

30. ADDITIONAL PROVISIONS. (The following additional provisions have not been approved by the Colorado Real Estate Commission.)

1. Seller acknowledges Buyer is a licensed Real Estate Broker in the State of Colorado acting on his own behalf.

This sale is contingent on approval by the Town Council at the July 8th, 2025, Meeting.

Initial

DS

31. OTHER DOCUMENTS.

31.1. Documents Part of Contract. The following documents **are a part** of this Contract:

31.2. Documents Not Part of Contract. The following documents have been provided but are **not** a part of this Contract:

SIGNATURES

Buyer's Name: County Road 84, LLC

DocuSigned by:
025931C1E2184ED...

6/30/2025

Buyer's Signature   Trevor Thiel   Date

Address: ____________________

____

Phone No.: ____________________

Fax No.: ____________________

Email Address: ____________________

[NOTE: If this offer is being countered or rejected, do not sign this document.]

Seller's Name: Town of Severance

Signed by:
1963FAF821F5F411...

7/1/2025

Seller's Signature   Nicholas Wharton/Town Manager   Date

Address: ____________________

____

Phone No.: ____________________

Fax No.: ____________________

Email Address: ____________________

END OF CONTRACT TO BUY AND SELL REAL ESTATE

BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

A. Broker Working with Buyer

Broker ☐ **Does** ☒ **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Buyer as a ☒ **Buyer's Agent** ☐ **Transaction-Broker** in this transaction.

☐ **Customer**. Broker has no brokerage relationship with Buyer. See § B for Broker's brokerage relationship with Seller.

Brokerage Firm's compensation or commission is to be paid as sopecified in § 29 above.

This Broker's Acknowledgments and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be entered into separately and apart from this provision.

Brokerage Firm's Name: *3T Realty, LLC*
Brokerage Firm's License #: ______________________
Broker's Name: *Trevor Thiel*
Broker's License #: *40038006*

DocuSigned by:
025931C1E2184ED... 6/30/2025

Broker's Signature: Date

Address: *PO Box 254*
Eaton, CO 80615
Phone No.: *(970)978-0800*
Fax No.: ______________________
Email Address: ______________________

B. Broker Working with Seller

Broker ☐ **Does** ☒ **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Seller as a ☒ **Seller's Agent** ☐ **Transaction-Broker** in this transaction.

☐ **Customer**. Broker has no brokerage relationship with Seller. See § A for Broker's brokerage relationship with Buyer.

Brokerage Firm's compensation or commission is to be paid by ☒ **Seller** ☐ **Buyer** ☐ **Other**_________________.

This Broker's Acknowledgments and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any agreement to pay compensation must be entered into separately and apart from this provision.

Brokerage Firm's Name: J. Co Real Estate
Brokerage Firm's License #: 100102878
Broker's Name: Jena Martindale
Broker's License #: 100034382

DocuSigned by:
Jena Martindale
72BD1BED9132446...
Broker's Signature: 6/30/2025 Date

Address: 1180 Main St. unit 6
Windsor, CO 80550
Phone No.: (970)691-0752
Fax No.:
Email Address: jenamrealtor@gmail.com

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AGENDA ITEM SUMMARY

AGENDA ITEM	SUBMITTED BY	PRESENTED BY
Pg. 260 - Ordinance 2025-XX: Text Amendments to the Land Use Code - Chapter 16 of the Severance Municipal Code for Purposes of Reorganizing Article 4 - Agreements and Dedications	Shani Porter, Planning Director	Shani Porter, Planning Director Josh Olhava, Town Planning Consultant

ACTION REQUESTED

Town staff is asking for the Town Council to review, discuss, and provide feedback to staff on Chapter 16, Article 4 as they see fit.	**Discussion**

BRIEF SUMMARY

Various amendments have been made to Section 16 of the Town of Severance Land Use Code over the last two years. The codification of these changes identified that the reorganization of Section 16 would be necessary for a user-friendly and cohesive implementation of the Land Use Code

PUBLIC SUPPORT/CONCERN

None at this time

ANALYSIS AND RECOMMENDATION

Town staff is asking for the Town Council to review, discuss, and provide feedback to staff on Chapter 16, Article 4

MATERIALS SUBMITTED

The following materials were submitted and included in this packet:
1. Article 4 - Dedications, Agreements, Const. Standards clean (05.2025)
2. Article 4 - Dedications, Agreements, Const. Standards redlines (05.2025)
3. Res PC 2025-08R Amend LUC Agreements and Dedications

Article 4 – Agreements, Dedications, and Construction Standards

Section 16.4.10. Reserved.

Division 1 – Development Agreements and Security

Section 16.4.110. Purpose. *(Sec. 16.4.70)*

When public improvements, dedications, or similar components are part of a development application, the applicant shall enter into a development agreement (also referred to as an improvement agreement or subdivision agreement) with the Town to guarantee timing of dedications and construction of all required public improvements shown in the final development plan(s), together with security in a form approved by the Town.

(a) The development agreement shall be fully executed by the applicant prior to final review and action on the development plan by the Town, or the Town may postpone final action on the development plan.

(b) Such agreement shall include a list of all agreed-upon public improvements and landscaping, an estimate of the cost of such improvements (split out by phase as applicable), the form of guarantee for the improvements, and any other provisions or conditions deemed necessary by the Town to ensure all improvements will be completed in a timely, quality, and cost-effective manner.

(c) Such public improvements may include but are not limited to the construction of streets, curbs and gutters, driveways, sidewalks, storm drainage systems, public water and sewer infrastructure, fire hydrants, floodway and irrigation ditch improvements, streetlights, sidewalks, trails, traffic control devices, required off-site improvements, and signage.

(d) Other agreements or contracts setting forth the plan, method, and parties responsible for the construction of any required public improvements shown in the final development plan documents may also be required.

Section 16.4.120. Development agreement and acceptance process. *(Sec. 16.4.70)*

The following steps outline the process for creating, reviewing, approving, and administering the Town's development agreement process through final acceptance of all required improvements.

(a) *Step 1:* The Town provides a draft copy of the development agreement to the applicant during the development review process to review and comment on.

(b) *Step 2:* The applicant returns the draft agreement with proposed revisions for final review and consideration by the Town.

(c) *Step 3:* The Town sends the applicant a final signature ready version of the agreement to execute prior to final review and action on the development proposal. The signed agreement accompanies the final development plan for review by the decision body, as outlined in this Code under Article 2.

(d) *Step 4:* If the development plan is approved by the Town, the Town will execute the final development application and send the applicant a signed copy.
(e) *Step 5:* The applicant shall post security, in a form approved by the Town Attorney and outlined in the executed development agreement, to cover the construction and warranty period of the necessary improvements outlined in the agreement.
(f) *Step 6:* Following installation of the required improvements, the applicant shall apply to the Town for inspection of improvements, as required by this Code and all applicable laws, rules, and regulations.
(g) *Step 7:* The Town shall complete inspection(s) of all required improvements and determine if the project has received initial acceptance and can move into the warranty phase.
   1. If incomplete, the Town will issue the applicant a letter and list of defects or items that require additional attention prior to the Town issuing initial acceptance. Once the applicant has addressed the Town's comments, they shall apply for reinspection of the outstanding improvements, see Step 6.
   2. If complete, proceed to Step 8.
(h) *Step 8:* If deemed complete, the Town will issue initial acceptance of the required improvements and reduce the applicant's posted security to cover the two-year warranty period.
(i) *Step 9:* Following the two-year warranty period, the applicant shall apply to the Town for final acceptance and release of the remaining security.
(j) *Step 10:* The Town shall complete final acceptance warranty inspection(s) of all required improvements and determine if the project requires warranty work or if the Town can issue final acceptance.
   1. If warranty work is needed, the Town will issue the applicant a letter and list of defects or items that require additional attention prior to the Town issuing final acceptance. Once the applicant has addressed the Town's comments, they shall apply for reinspection of the warranty items, see Step 9.
   2. If no warranty work is identified, proceed to Step 11.
(k) *Step 11:* If no warranty work is necessary, the Town will issue final acceptance of the required improvements and return the remaining warranty security held by the Town. At this point, all remaining obligations of the applicant should have been met, subject to the requirements of the final development agreement.

Section 16.4.130. Amendments to development agreements. *(Sec. 16.4.70)*

In the event the agreement needs to be amended, the applicant or Manager may initiate the amendment process, which includes review of the proposed changes by both parties and a determination by the Manager on whether the proposed changes require Town Council review or if the proposed changes can be updated administratively.

(a) *Administrative changes.* Administrative changes may include but are not limited to agreement deadline extensions, reassignment of the agreement requirements due to applicant or ownership changes, updates to the list of improvements based on administrative changes to the

final development plans, or adjustments to the estimate of the cost of improvements based on market conditions.

Section 16.4.140. Timeframe for commencement and completion. *(Sec. 16.4.70)*

(a) Commencement of construction of all or a portion of the approved development plan shall occur within two (2) years from the date of recordation of said development plan.

(b) The required timeframe for the completion of all required improvements for all or a portion of the development plan shall be three (3) years from the Town's issuance of a grading or other permit to commence construction.

(c) The Town may, for good cause shown, extend such time for commencement or completion of the required improvements upon request from the applicant to the Manager.

Section 16.4.150. – Security for required improvements. *(Sec. 16.4.80)*

(a) *Purpose.* For each development agreement or similar agreement executed by the Town, the applicant shall post security in the form of a letter of credit, cash, or similar security instrument in a form approved by the Town Attorney and drawn in favor of the Town in an amount equal to one hundred percent (100%) of the estimated cost of the construction of the required improvements. Security may be provided for one hundred percent (100%) of the total development or by an approved phase, as shown on the development plans and in the executed development agreement. For purposes of this Section, "required improvements" shall mean, at a minimum:

1. All improvements intended for dedication to the Town;
2. All streets, sidewalks, and trails, regardless of whether they are intended for dedication to the Town;
3. All storm drainage improvements, regardless of whether they are intended for dedication to the Town; and
4. All landscaping improvements are intended for dedication to the Town or to an approved association or district.

(b) *Initial Acceptance and Partial Release of Security.* Upon completion of such improvements within the required time and approval thereof by the Town, the Town shall cause the security, excluding the retainage for warranty security, to be released following the Town's initial acceptance of such improvements and receipt of the required as-built drawings; however, the Town will retain ten (10)-percent security of the original security until final acceptance at the end of the two (2)-year warranty period. When such improvements are not completed within the required time, the Town may cause the proceeds of the security to be used to close or complete the required improvements in accordance with the terms and provisions of the development agreement.

(c) *Partial release of security.* During construction of required improvements, the applicant may from time to time request the release by the Town of a portion of the security for improvements that have been inspected and approved by the Town Engineer, as shown on approved phasing plans as part of the approved development plan. The required warranty period shall commence upon completion and initial approval of all required improvements and landscaping in accordance with the terms and provisions of the development agreement. Full and complete acceptance of the project will occur at the termination of the warranty period after final inspection.

(d) *Warranty.* All workmanship and materials for all required improvements shall be warranted for a minimum period of two (2) years by the applicant as specified in the development agreement and this Code.

Division 2 – Dedications

Section 16.4.210. Reserved.

Section 16.4.220. Public school sites. *(Article 13)*

(a) *Fair contribution for public school sites.* The subdivider shall dedicate or convey land for a public-school site to the appropriate school district, or, in the event the dedication of land is not deemed feasible or in the best interests of the school district as determined by the superintendent or designee of the school district, the subdivider shall make a payment in lieu of land dedication or conveyance. The amount of contribution of either land or payment in lieu of land shall be determined pursuant to the tables set forth in the agreements between the Town and the school districts.

(b) *Exemptions from fair contributions for public school sites.* The following uses shall be exempt from the fair contributions for public school sites requirements:

1. Construction of any non-residential building or structure.
2. Alteration, replacement or expansion of any legally existing building or structure with a comparable new building or structure that does not increase the number of residential dwelling units.
3. Construction of any building or structure for limited-term stay or long-term assisted living, including but not limited to bed and breakfast establishments, Boarding or rooming houses, family care homes, group care homes, halfway houses, hotels, motels, nursing homes or hospices.
4. Construction of any residential building or structure classified as housing exclusively for older persons, pursuant to the Federal Fair Housing Act, as amended.

(c) *Land dedication*. In the event the fair contribution for public school sites includes the dedication of land, prior to recording the final plat, the following items shall be completed by the subdivider:

1. The subdivider shall convey to the school district, by general warranty deed, title to the land slated for dedication, which title is free and clear of all liens, encumbrances and exceptions (except those approved in writing by the school district), including, without limitation, real property taxes, which will be prorated to the date of conveyance or dedication.
2. The subdivider shall provide to the Town proof of the dedication or conveyance.
3. At the time of dedication or conveyance, the subdivider shall provide a title insurance commitment and policy in an amount equal to the fair market value of the dedicated property.

4. The subdivision improvements agreement (SIA) for the subdivision shall provide for the installation of the streets adjacent to the school site, the installation of water, sewer and other public utilities to the school site and overlot grading of the school site.

(d) *Cash-in-lieu of land dedication.* In the event the fair contribution for public school sites includes payment in lieu of the dedication of land, prior to the issuance of any building permit for any residential dwelling unit not otherwise exempt, the subdivider shall pay to the Town on behalf of the school district the cash to be paid in lieu of land dedication.

Section 16.4.230. Water dedication.

(a) *At the time of annexation.* As outlined in the Town's annexation procedures, all surface and subsurface water rights associated with land proposed for annexation must be dedicated and conveyed to the Town as a condition of annexation approval. See the annexation procedures in Article 2 of this Code for full requirements.

Section 16.4.240. Open space and parkland dedication.

(a) *Requirements.* New developments and redevelopments are required to provide a minimum amount of open space and specific parkland requirements as outlined in the Town's development standards. See Article 5 of this Code for full requirements as each development type and zone district in the community is different.

Division 3 – Construction Standards and Specifications

Section 16.4.300. Reserved.

Section 16.4.310. Overview.

The Town has an adopted set of Construction Standards and Specifications that establish the minimum requirements for all public and private infrastructure improvements associated with new development or redevelopment within the Town. These standards ensure that construction activities meet consistent, high-quality benchmarks that support public health, safety, accessibility, and long-term maintenance.

(a) *Applicability.* All construction related to streets, sidewalks, water and sewer systems, storm drainage, and other essential infrastructure must conform to the current adopted standards, as maintained by the Town.

1. The Town reserves the right to update or modify these standards from time to time to reflect best practices, evolving regulatory requirements, or community needs.
2. These standards apply to both on-site and off-site improvements and serve as a reference point during the design, permitting, and construction process. Compliance with these standards is required prior to the approval of development applications, building permits, and final inspections.

(b) The following sections in this Article outline additional specific requirements related to easements, utility design, water and sewer capacity, drainage infrastructure, fire protection, and other key components that may be triggered by proposed development or subdivision activity.

Section. 16.4.320. Utility easements. *(Sec. 16.15.10)*

Easements may be more or less than the widths stated in this Section if the specific utility provider indicates in writing a width other than those required by this Code. Utility easements shall be subject to the approval of the Town and applicable utility companies.

(a) *Rear lot lines of abutting lots.* Utility easements shall measure ten (10) feet on each side of abutting rear lot lines.

(b) *Rear lot lines of unsubdivided property. Utility easements shall measure ten (10) feet in width* on subdivision perimeter rear lot lines adjacent to property that is not subdivided.

1. If the location of utility easements adjacent to rear property lines is unsuitable for use by utility companies due to drainage, irrigation ditches or other obstructions, the subdivider shall provide like-width easements adjacent to said areas of obstruction.

(c) *Site lot lines.* Utility easements, where necessary, shall measure ten (10) feet in full width; five (5) feet on either side of a lot line is acceptable.

(d) *Front lot lines.* Utility easements shall measure ten (10) feet in width.

Section. 16.4.325. Multiple installations within easements. *(Sec. 16.15.20)*

Easements shall be designed to provide efficient installation of utilities. Public utility installations shall be located to permit multiple installations within the easements. Easements shall be graded to within six (6) inches of final grade prior to utility installations.

Section. 16.4.330. Underground utilities and installing conduit. *(Sec. 16.15.30 and 16.4.60)*

(a) *All utility cables and lines shall be placed underground.* The subdivider shall be responsible for complying with the requirements of this Article and Code and shall make the necessary arrangements, including any construction or installation charges, with each utility provider for the installation of such facilities.
   1. Appurtenances to such underground utilities shall be placed underground or on the surface but not on utility poles.
   2. Screening or fencing is required to the satisfaction of the Town Council.
   3. Electric transmission and distribution feeder lines and necessary appurtenances thereto may not be placed above ground unless they are carrying greater than one hundred fifteen (115) kilovolts. Such facilities shall be placed within easements or public streets, as therein provided, or upon private easements or rights-of-way provided for the particular facilities.

(b) *Installing underground conduit for future utilities.* To provide for the installation of public and private utilities after completion of streets, sidewalks, trails, or similar improvements, three (3) SDR11 smooth conduit lines, one and one-quarter (1.25) inch in diameter, shall be placed at horizontal and vertical locations approved by the Town Engineer within the municipal utility easement with a capped junction at each buildable lot.
   1. When crossing a public street, a High-Definition Polyethylene (HDPE) four-inch schedule 40 PVC sleeve conduit will be placed around each of the three (3) SDR11 smooth conduit lines for the full width of the right-of-way (ROW).
   2. Once installed and accepted by the Town, the conduit shall become the property of the Town, and its' use shall be subject to license or franchise by the Town.

Section. 16.4.340. Street lighting. *(Sec. 16.15.40)*

Street lights and associated underground street light supply circuits shall be installed.

(b) Systems are to be engineered by the local electrical utility companies, Xcel Energy and Poudre Valley Rural Electric Association.

(c) Lights shall be limited to "full cut-off" or "fully shielded" luminaries and shall be subject to approval by the Town in compliance with the Town's adopted lighting regulations of this Code.

Section 16.4.330. Water and sewer infrastructure. *(Secs. 16.15.50, 16.15.60, 16.4.50)*

(a) *Potable water.* All residential, commercial and industrial uses that have human occupancy shall have potable water served by either the Town or, if out of the Severance water service area, the North Weld County Water District.

(b) *Non-potable water.* All development and redevelopment areas shall be connected into a non-potable water system, unless otherwise approved by the Town.

(c) *Sanitary sewer.* Except as otherwise approved by the Town, all residential uses and commercial and industrial uses that have human occupancy shall have sanitary sewer.

1. All sanitary sewer systems shall be connected to a public sanitary sewer system and shall consist of a closed system of sanitary sewer mains and lateral branch connections to each structure or lot upon which a structure is to be built.
2. Sanitary sewer lines are to be of sufficient size and design to collect all sewage from within the subdivision or development.
3. On a case-by-case basis, the Town may approve individual sewage disposal systems that comply with the Weld County Health Department standards. However, no new, new addition, upgrade or major repair to an individual sewage disposal system will be permitted if the property is located within four hundred (400) feet of a sanitation collection line, measured through existing sewer easements or utility rights-of-way, except where such connection is not feasible or has been denied by either the Town or sewer district.

(d) *Oversizing.* Oversizing of water lines may be required by the Town beyond the needs of the subdivision development and standard Town specification. In such cases the applicant shall pay for the cost of the line. In the event oversized utilities are required and are greater than twelve (12) inches in diameter, applicants can initiate requests for oversize recovery or reimbursement following final acceptance of the water or sewer line as part of a Development Agreement. The method and time of payment shall be established in accordance with the current policies of the Town and/or Development Agreement.

Section. 16.4.345. Fire hydrants. *(Sec. 16.15.70)*

The developer shall install fire hydrants at street intersections and other points as per the requirements of the Windsor-Severance Fire Protection District.

Section. 16.4.350. Utility plan and report standards. *(from Subdivision Process/Procedures)*

Development and redevelopment projects shall submit engineering plans and reports that demonstrate how the proposed project will address site grading, stormwater management, and utility service needs. These reports ensure that development is designed in a manner consistent with the Town standards and does not negatively impact public infrastructure or surrounding properties.

(a) *Grading and drainage plan and report.* The purpose of the drainage plan and report is to identify existing site conditions and drainage problems, as well as those anticipated to result from development (whether on-site or off-site), and to present conceptual solutions to those problems. Historic drainage patterns and the effects of off-site drainage areas on the development and the effects of the development on downstream properties must be thoroughly assessed.

1. This plan and report must be certified by a Colorado-registered professional engineer and must include approximate earthwork quantities (how earthwork on the site is "balanced"), storm drainage concepts, such as locations of pipe and other conveyance facilities, locations for on-site detention or downstream structural improvements, and soil erosion and sedimentation control plans and specifications.
2. It must discuss the impacts on any existing floodways and/or floodplains both on and adjacent to the site as well as any FEMA applications required.
3. It must discuss previously submitted drainage studies for the site or project and their influence on the proposed stormwater facility design, and if applicable, the Storm Water Master Plan, how recommendations in the Storm Water Master Plan affect the stormwater facility design for the site, and how the proposed stormwater facility design complies with the Storm Water Master Plan.
4. It must provide sufficient information for an initial assessment of whether the proposed stormwater facility design can safely convey storm water runoff through the development to an adequate storm water system and accessible point of disposal with sufficient system capacity to carry necessary flow of the proposed development without overflowing downstream channels and existing storm drainage facilities or causing damage to property.

(b) *Water and Sewer utility plan and report prepared by a registered professional engineer.* It is necessary that the engineer consult with the appropriate utility service providers regarding the design of all utilities through the proposed development.

1. It must discuss the projected total water needs of the development for domestic consumption and fire protection, including without limitation, data on projected annual usage (GPY), average day demand (GPM/GPD), and maximum day demand (GPM/GPD), peak hour flow (GPM), as well as the projected total flow of sewage through a treatment plant expected to be generated by the proposed development.
2. It must discuss previous water and sewer studies for the site or project and their influence on the proposed design for water and sewer facilities, and if applicable, the Water, Sewer, and/or Non-potable Water Master Plans, how recommendations in the Water, Sewer, and/or Non-potable Water Master Plans affect the proposed water and sewer improvements for the site, and how the proposed water and sewer improvements for the site comply with the Water, Sewer, and/or Non-potable Water Master Plans.
3. If located within the boundaries of the Town's water, non-potable water, or sewer utility enterprise respective service areas, it must also provide sufficient information for an initial assessment of the proposed development's impact on all parts of the Town's

sanitary sewage collection system (including without limitation laterals, interceptors, lift stations, treatment plants, points of discharge), potable and/or non-potable water systems (including without limitation water source, water quality, treatment, storage, pumping facilities, and metering devices), as well as an evaluation of the adequacy of the Town's water, non-potable water, and/or sewer (where applicable) utility enterprises, respectively, to serve the proposed development together with existing development and development which is reasonably probable of connecting to the applicable Town utility system (e.g., legal buildable lots in approved subdivisions for which building permits have not been issued).

Section. 16.4.355. Engineering plan and specification submittal criteria. *(from Subdivision Process/Procedures)*

As part of the Town's review of a development application, the applicant shall prepare and submit the following for review and action by the Town prior to commencement of construction:

(a) *Construction plans and profiles.* The plans and profiles shall be prepared by a registered professional engineer licensed in the State of Colorado. Plans shall be twenty-four (24) inches high by thirty-six (36) inches wide and shall provide the following information:

1. The horizontal to vertical scales shall be chosen to best depict the aspects of the design.
2. The minimum horizontal scale is to be 1" = 100'.
3. The minimum vertical scale is to be 1" = 10'.
4. The typical road geometric and structural cross section is to be shown on each plan sheet.
5. The plan must show right-of-way lines and widths, road names, lot lines, tangent lengths and bearings, curve radii, delta angles, curve lengths, chord lengths and bearings, stationing at all beginning of curves and end of curves, intersections, structures, angles, curb lines, cross pans, traffic-control devices (islands, striping, signs, etc.), drive cuts, curb returns and radii and all other features to enable construction in accordance with approved standards and standard engineering practice. Stationing may be centerline if approved by the Town Engineer. Construction plans shall include water lines and appurtenances, sewer lines and appurtenances, stormwater lines and appurtenances and any other wet utilities such as non-potable water systems and irrigation ditches.
6. The profiles shall include existing and proposed grades at curb and gutter or centerline of street elevation at point of intersection of vertical curves, intersections, grade breaks, point of curb return, point of reverse curve and other critical points, structures and all other features required to enable construction in accordance with the standards adopted by this Code.
7. Signature blocks for all utility providers shall be included unless otherwise provided in agreement form.
8. Structure details. Sufficient data shall be given to construction of major structures and road appurtenances, such as bridges, culverts, gutters, drives, walks, cross pans, etc.;

detail shall include orientation line and grade, cross-sections, dimensions, reinforcement schedules, materials, quality specification, etc., or as the Town Engineer may approve.

9. Sewage collection and water supply distribution plans, profiles, and specifications. The plans, profiles and specifications shall be prepared by a registered professional engineer and shall be accompanied by written approvals from the applicable water and sanitation district.

(b) *Final water report.* A final water report, including hydraulic analysis and pipe sizing calculations, shall be included.

(c) *Final sanitary sewer report.* A sanitary sewer report including hydraulic analysis and pipe sizing calculations shall be included.

(d) *Final drainage plans and reports.* Based on the approved preliminary drainage plan, a final report is to be submitted in accordance with the Greeley Drainage and Design Criteria, as amended, or as the Town Engineer may approve. The plan and report must provide:

1. Cross-sections of each water carrier showing high water elevations for one hundred (100) year runoff and adjacent features that may be affected thereby.
2. Written approvals, as may be required, from other agencies or parties that may be affected by the drainage proposals (i.e., FEMA, Larimer County and Weld County, ditch companies).
3. Supporting calculations for runoffs, times of concentration, flow capacity with all assumptions clearly stated with proper jurisdiction when needed or requested.
4. Erosion control plans, when required.
5. Sizing of all pipes, inlets, conveyance ways and other appurtenances.

(e) *Final grading plan.* The final grading plan shall be twenty-four (24) inches high by thirty-six (36) inches wide and shall illustrate existing and proposed contours and lot and block grading details.

(f) *Soils report.* The soils report shall detail pavement design and construction requirements and shall be submitted after overlot grading is complete.

Section. 16.4.355. Landscape and open space plan and specification submittal criteria. *(from Subdivision Process/Procedures)*

The landscape plan must address the treatment of all exterior spaces. Landscape plans are to be designed to meet the requirements of this Code and show trees, shrubs, groundcovers, turf, buffering, fences, walls, and other site amenities that will be included in the plan. All plant materials must be adapted to the physical limitations of the local climate and specific conditions of the landscape plan. All plant materials must meet specifications of the American Association of Nurseryman for No. 1 grade. All street trees must be selected from the Town's recommended tree list.

(a) Landscape plan drawn to scale (not greater than 1" = 50') on sheets sized twenty-four (24) inches by thirty-six (36) inches, which includes:
1. Project name.
2. Scale, north arrow, and date of preparation.
3. Existing and proposed streets and street names.
4. Lot lines, easements and public rights-of-way as shown on the subdivision plat, including gross and net area of all parcels.
5. Location of proposed building footprints and parking areas.
6. Location of storage, loading and service areas.
7. Existing and proposed two (2) foot contours (based on USGS datum).
8. Natural features, wetlands, wildlife corridors, floodplains, streams, ditches, and other waterways.
9. Location of existing and proposed utilities (utility lines can be "ghosted" in on the landscape plan to vary the line types for cleaner drawings).

(b) All existing trees within the proposed site and adjacent to the site must be accurately identified on the plan. Existing trees must be labeled as to their size, species and, if they are intended to remain, be removed, or transplanted. All replacement mitigation trees will need to be shown separately on the plan. Tree protection standards for existing trees to remain shall be included in the plan.

(c) The extent and location of proposed trees, shrubs and perennials and quantities of each species—Plant materials are to be drawn at two-thirds (⅔) of their mature size.

(d) Landscape schedule, including the represented plant symbol, Latin name, common name, planting size and number of individual plants. All plant materials are to meet the minimum size requirements as provided in this Code.

(e) Proposed treatment of all ground surfaces must be clearly indicated, including turf, paving, mulch, native grass, seeded grass, and so on. Grass areas are to be specified as seed or sod and a seed mix/rate specified.

(f) Sight distance triangles must be shown at street intersections pursuant to this Code.

(g) Project-specific landscape notes and details to ensure the proper planting, establishment, and survival of plant materials, along with additional notes detailing the warranty for plant materials and continued maintenance, shall be included.

(h) Open space trail network and pedestrian circulation system.

(i) Areas to be irrigated and method of irrigation.

(j) Proposed grading of the project site, including drainage swales, detention basins and retaining walls. Off-site grading for infrastructure improvements will need to be included, as well.

(k) Notes for conservation and retention of topsoil and landscape soil preparation.

(l) Restoration, revegetation or enhancement of disturbed natural areas or open space features.

(m) Park/open space structures, signage, play equipment and other landscape amenities and appurtenances.

Section. 16.4.360. Public improvements required. *(from Subdivision Process/Procedures)*

[could be placed here or in Division 1 of this Article]

The Town may condition its approval and require on-site and off-site improvements or contributions to off-site improvements to ensure the proposed development will be served by adequate water, sewer, and storm drainage facilities. These improvements include, but are not limited to:

(a) The construction of mains in all public and private streets or utility easements within and adjacent to the proposed development;

(b) The construction of mains through the development to serve the lots and buildings or structures within the development and to adjacent properties to allow them to connect to and extend the water or sewer system;

(c) The construction of off-site improvements needed to:

1. Connect to the existing system;
2. Provide the storage and flows needed to meet the level of service standards and the requirements of the water system plan;
3. Provide collection capacity needed to meet the level of service standards and the anticipated demand from the service area;
4. Provide the storage and flows needed to meet the water demands generated by the proposed development; or
5. Provide the storage and flows needed to supply the fire flows needed to serve the development.

(d) The construction of pressure-reducing valves and similar appurtenances to provide pressure zone separation in the distribution system;

(e) The construction of lift and/or pump stations needed to serve the development if it is in a special pressure zone or because of topographical considerations. This will only be required or allowed in accordance with designated permanent lift and/or pump stations listed or shown in the current water system plan or sewer system plan;

(f) The construction of replacements or improvements to existing facilities to maintain an established level of service for sanitary sewage discharge from the service area or for water system demand and fire flow to the development;

(g) The construction of replacements or improvements to existing off-site facilities to the extent that the new development would cause the level of service for existing customers to drop below existing standards; or

(h) The transfer or dedication of easements or land needed for the construction and maintenance of utility system improvements.

Article 4 – Agreements, Dedications, and Construction Standards

Section 16.4.10. Reserved.

Division 1 – Development Agreements and Security

Section 16.4.110. Purpose. *(Sec. 16.4.70)*

When public improvements, dedications, or similar components are part of a development application, the applicant shall enter into a development agreement (also referred to as an improvement agreement or subdivision agreement) with the Town to guarantee timing of dedications and construction of all required public improvements shown in the final development plan(s), together with security in a form approved by the Town.

(a) The development agreement~~, as applicable,~~ shall be fully executed by the applicant prior to final review and action on the development plan by the Town, or the Town may postpone final action on the development plan.

(b) Such agreement shall include a list of all agreed-upon public improvements and landscaping, an estimate of the cost of such improvements (split out by phase as applicable), the form of guarantee for the improvements, and any other provisions or conditions deemed necessary by the Town to ensure all improvements will be completed in a timely, quality, and cost-effective manner.

(c) Such public improvements may include but are not limited to the construction of streets, curbs and gutters, driveways, sidewalks, storm drainage systems, public water and sewer infrastructure, fire hydrants, floodway and irrigation ditch improvements, streetlights, sidewalks, trails, traffic control devices, required off-site improvements, and signage.

(d) Other agreements or contracts setting forth the plan, method, and parties responsible for the construction of any required public improvements shown in the final development plan documents may also be required.

Section 16.4.120. Development agreement and acceptance ~~Process~~process. *(Sec. 16.4.70)*

The following steps outline the process for creating, reviewing, approving, and administering the Town's development agreement process through final acceptance of all required improvements.

(a) *Step 1:* The Town provides a draft copy of the development agreement to the applicant during the development review process to review and comment on.

(b) *Step 2:* The applicant returns the draft agreement with proposed revisions for final review and consideration by the Town.

(c) *Step 3:* The Town sends the applicant a final signature ready version of the agreement to execute prior to final review and action on the development proposal. The signed agreement accompanies the final development plan for review by the decision body, as outlined in this Code under Article 2.

(d) *Step 4:* If the development plan is approved by the Town, the Town will execute the final development application and send the applicant a signed copy.

(e) *Step 5:* The applicant shall post security, in a form approved by the Town Attorney and outlined in the executed development agreement, to cover the construction and warranty period of the necessary improvements outlined in the agreement.

(f) *Step 6:* Following installation of the required improvements, the applicant shall apply to the Town for inspection of improvements, as required by this Code and all applicable laws, rules, and regulations.

(g) *Step 7:* The Town shall complete inspection(s) of all required improvements and determine if the project has received initial acceptance and can move into the warranty phase.

1. If incomplete, the Town will issue the applicant a letter and list of defects or items that require additional attention prior to the Town issuing initial acceptance. Once the applicant has addressed the Town's comments, they shall apply for reinspection of the outstanding improvements, see Step 6.
2. If complete, proceed to Step 8.

(h) *Step 8:* If deemed complete, the Town will issue initial acceptance of the required improvements and reduce the applicant's posted security to cover the two-year warranty period.

(i) *Step 9:* Following the two-year warranty period, the applicant shall apply to the Town for final acceptance and release of the remaining security.

(j) *Step 10:* The Town shall complete final acceptance warranty inspection(s) of all required improvements and determine if the project requires warranty work or if the Town can issue final acceptance.

1. If warranty work is needed, the Town will issue the applicant a letter and list of defects or items that require additional attention prior to the Town issuing final acceptance. Once the applicant has addressed the Town's comments, they shall apply for reinspection of the warranty items, see Step 9.
2. If no warranty work is identified, proceed to Step 11.

(k) *Step 11:* If no warranty work is necessary, the Town will issue final acceptance of the required improvements and return the remaining warranty security held by the Town. At this point, all remaining obligations of the applicant should have been met, subject to the requirements of the final development agreement.

Section 16.4.130. Amendments to development agreements. *(Sec. 16.4.70)*

In the event the agreement needs to be amended, the applicant or Manager may initiate the amendment process, which includes review of the proposed changes by both parties and a determination by the Manager on whether the proposed changes require Town Council review or if the proposed changes can be updated administratively.

(a) *Administrative changes.* Administrative changes may include but are not limited to agreement deadline extensions, reassignment of the agreement requirements due to applicant or ownership changes, updates to the list of improvements based on administrative changes to the

final development plans, or adjustments to the estimate of the cost of improvements based on market conditions.

Section 16.4.140. Timeframe for commencement and completion. *(Sec. 16.4.70)*

(a) Commencement of construction of all or a portion of the approved development plan shall occur within two (2) years from the date of recordation of said development plan.
(b) The required timeframe for the completion of all required improvements for all or a portion of the development plan shall be three (3) years from the Town's issuance of a grading or other permit to commence construction.
(c) The Town may, for good cause shown, extend such time for commencement or completion of the required improvements upon request from the applicant to the Manager.

Section 16.4.150. – ~~General regulations to the s~~Security for required improvements. *(Sec. 16.4.80)*

(a) *Purpose.* For each development agreement or similar agreement executed by the Town, the applicant shall post security in the form of a letter of credit, cash, or similar security instrument in a form approved by the Town Attorney and drawn in favor of the Town in an amount equal to one hundred percent (100%) of the estimated cost of the construction of the required improvements. Security may be provided for one hundred percent (100%) of the total development or by an approved phase, as shown on the development plans and in the executed development agreement. For purposes of this Section, "required improvements" shall mean, at a minimum:
    1. All improvements intended for dedication to the Town;
    2. All streets, sidewalks, and trails, regardless of whether they are intended for dedication to the Town;
    3. All storm drainage improvements, regardless of whether they are intended for dedication to the Town; and
    4. All landscaping improvements are intended for dedication to the Town or to an approved association or district.

(b) *Initial Acceptance and Partial Release of Security.* Upon completion of such improvements within the required time and approval thereof by the Town, the Town shall cause the security, excluding the retainage for warranty security, to be released following the Town's initial acceptance of such improvements and receipt of the required as-built drawings; however, the Town will retain ten (10)-percent security of the original security until final acceptance at the end of the two (2)-year warranty period. When such improvements are not completed within the required time, the Town may cause the proceeds of the security to be used to close or complete the required improvements in accordance with the terms and provisions of the development agreement.

(c) *Partial release of security.* During construction of required improvements, the applicant may from time to time request the release by the Town of a portion of the security for improvements that have been inspected and approved by the Town Engineer, as shown on approved phasing plans as part of the approved development plan. The required warranty period shall commence upon completion and initial approval of all required improvements and landscaping in accordance with the terms and provisions of the development agreement. Full and complete acceptance of the project will occur at the termination of the warranty period after final inspection.

(d) *Warranty.* All workmanship and materials for all required improvements shall be warranted for a minimum period of two (2) years by the applicant as specified in the development agreement and this Code.

Division 2 – Dedications

Section 16.4.210. Reserved.

Section 16.4.220. Public school sites. *(Article 13)*

(a) *Fair contribution for public school sites.* The subdivider shall dedicate or convey land for a public-school site to the appropriate school district, or, in the event the dedication of land is not deemed feasible or in the best interests of the school district as determined by the superintendent or designee of the school district, the subdivider shall make a payment in lieu of land dedication or conveyance. The amount of contribution of either land or payment in lieu of land shall be determined pursuant to the tables set forth in the agreements between the Town and the school districts.

(b) *Exemptions from fair contributions for public school sites.* The following uses shall be exempt from the fair contributions for public school sites requirements:
1. Construction of any non-residential building or structure.
2. Alteration, replacement or expansion of any legally existing building or structure with a comparable new building or structure that does not increase the number of residential dwelling units.
3. Construction of any building or structure for limited-term stay or long-term assisted living, including but not limited to bed and breakfast establishments, Boarding or rooming houses, family care homes, group care homes, halfway houses, hotels, motels, nursing homes or hospices.
4. Construction of any residential building or structure classified as housing exclusively for older persons, pursuant to the Federal Fair Housing Act, as amended.

(c) *Land dedication*. In the event the fair contribution for public school sites includes the dedication of land, prior to recording the final plat, the following items shall be completed by the subdivider:
1. The subdivider shall convey to the school district, by general warranty deed, title to the land slated for dedication, which title is free and clear of all liens, encumbrances and exceptions (except those approved in writing by the school district), including, without limitation, real property taxes, which will be prorated to the date of conveyance or dedication.
2. The subdivider shall provide to the Town proof of the dedication or conveyance.
3. At the time of dedication or conveyance, the subdivider shall provide a title insurance commitment and policy in an amount equal to the fair market value of the dedicated property.

4. The subdivision improvements agreement (SIA) for the subdivision shall provide for the installation of the streets adjacent to the school site, the installation of water, sewer and other public utilities to the school site and overlot grading of the school site.

(d) *Cash-in-lieu of land dedication.* In the event the fair contribution for public school sites includes payment in lieu of the dedication of land, prior to the issuance of any building permit for any residential dwelling unit not otherwise exempt, the subdivider shall pay to the Town on behalf of the school district the cash to be paid in lieu of land dedication.

Section 16.4.230. Water dedication.

(a) *At the time of annexation.* As outlined in the Town's annexation procedures, all surface and subsurface water rights associated with land proposed for annexation must be dedicated and conveyed to the Town as a condition of annexation approval. See the annexation procedures in Article 2 of this Code for full requirements.

Section 16.4.240. Open space and parkland dedication.

(a) *Requirements.* New developments and redevelopments are required to provide a minimum amount of open space and specific parkland requirements as outlined in the Town's development standards. See Article 5 of this Code for full requirements as each development type and zone district in the community is different.

Division 3 – Construction Standards and Specifications

Section 16.4.300. Reserved.

Section 16.4.310. Overview.

The Town has an adopted set of Construction Standards and Specifications that establish the minimum requirements for all public and private infrastructure improvements associated with new development or redevelopment within the Town. These standards ensure that construction activities meet consistent, high-quality benchmarks that support public health, safety, accessibility, and long-term maintenance.

(a) *Applicability.* All construction related to streets, sidewalks, water and sewer systems, storm drainage, and other essential infrastructure must conform to the current adopted standards, as maintained by the Town.
   1. The Town reserves the right to update or modify these standards from time to time to reflect best practices, evolving regulatory requirements, or community needs.
   2. These standards apply to both on-site and off-site improvements and serve as a reference point during the design, permitting, and construction process. Compliance with these standards is required prior to the approval of development applications, building permits, and final inspections.

(b) The following sections in this Article outline additional specific requirements related to easements, utility design, water and sewer capacity, drainage infrastructure, fire protection, and other key components that may be triggered by proposed development or subdivision activity.

Section. 16.4.320. Utility easements ~~width~~. *(Sec. 16.15.10)*

Easements may be more or less than the widths stated in this Section if the specific utility provider indicates in writing a width other than those required by this Code. Utility easements shall be subject to the approval of the Town and applicable utility companies.

(a) *Rear lot lines of abutting lots.* Utility easements shall measure ten (10) feet on each side of abutting rear lot lines.
(b) *Rear lot lines of unsubdivided property. Utility easements shall measure ten (10) feet in width* on subdivision perimeter rear lot lines adjacent to property that is not subdivided.
   1. ~~In the event that~~If the location of utility easements adjacent to rear property lines is unsuitable for use by utility companies due to drainage, irrigation ditches or other obstructions, the subdivider shall provide like-width easements adjacent to said areas of obstruction.
(c) *Site lot lines.* Utility easements, where necessary, shall measure ten (10) feet in full width; five (5) feet on either side of a lot line is acceptable.
(d) *Front lot lines.* Utility easements shall measure ten (10) feet in width.

Section. 16.4.325. Multiple installations within easements. *(Sec. 16.15.20)*

Easements shall be designed ~~so as to~~to provide efficient installation of utilities. Public utility installations shall be ~~located as~~located to permit multiple installations within the easements. Easements shall be graded to within six (6) inches of final grade prior to utility installations.

Section. 16.4.330. Underground utilities and installing conduit. *(Sec. 16.15.30 and 16.4.60)*

(a) *All utility cables and lines shall be placed underground.* The subdivider shall be responsible for complying with the requirements of this Article and Code and shall make the necessary arrangements, including any construction or installation charges, with each utility provider for the installation of such facilities.
   1. Appurtenances to such underground utilities shall be placed underground or on the surface but not on utility poles.
   2. Screening or fencing is required to the satisfaction of the Town Council.
   3. Electric transmission and distribution feeder lines and necessary appurtenances thereto may not be placed above ground unless they are carrying greater than one hundred fifteen (115) kilovolts. Such facilities shall be placed within easements or public streets, as therein provided, or upon private easements or rights-of-way provided for the particular facilities.

~~(a)~~(b) *Installing underground conduit for future utilities.* To provide for the installation of public and private utilities after completion of streets, sidewalks, trails, or similar improvements, three (3) SDR11 smooth conduit lines, one and one-quarter (1.25) inch in diameter, shall be placed at horizontal and vertical locations approved by the Town Engineer within the municipal utility easement with a capped junction at each buildable lot.
   1. When crossing a public street, a High-Definition Polyethylene (HDPE) four-inch schedule 40 PVC sleeve conduit will be placed around each of the three (3) SDR11 smooth conduit lines for the full width of the right-of-way (ROW).
   2. Once installed and accepted by the Town, the conduit shall become the property of the Town, and its' use shall be subject to license or franchise by the Town.

Section. 16.4.340. Street lighting. *(Sec. 16.15.40)*

Street lights and associated underground street light supply circuits shall be installed.

(b) Systems are to be engineered by the local electrical utility companies, Xcel Energy and Poudre Valley Rural Electric Association.

(c) Lights shall be limited to "full cut-off" or "fully shielded" luminaries and shall be subject to approval by the Town in compliance with the Town's adopted lighting regulations of this Code. ~~Light sources shall be high pressure sodium. In commercial zones with significant pedestrian traffic, white light sources (metal halide, florescent or induction lamps) may be used for~~

~~pedestrian-scale lamps. Street lighting shall be subject to review and approval by the Town as part of the final plat process. Refer to Article 25.~~

Section 16.4.330. ~~Oversizing w~~Water and sewer infrastructure~~lines~~. *(Secs. 16.15.50, 16.15.60, 16.4.50)*

(a) *Potable water.* All residential, commercial and industrial uses that have human occupancy shall have potable water served by either the Town or, if out of the Severance water service area, the North Weld County Water District.

(b) *Non-potable water.* All development and redevelopment areas shall be connected into a non-potable water system, unless otherwise approved by the Town.

(c) *Sanitary sewer.* Except as otherwise approved by the Town, all residential uses and commercial and industrial uses that have human occupancy shall have sanitary sewer.

1. All sanitary sewer systems shall be connected to a public sanitary sewer system and shall consist of a closed system of sanitary sewer mains and lateral branch connections to each structure or lot upon which a structure is to be built.
2. Sanitary sewer lines are to be of sufficient size and design to collect all sewage from within the subdivision or development.
3. On a case-by-case basis, the Town may approve individual sewage disposal systems that comply with the Weld County Health Department standards. However, no new, new addition, upgrade or major repair to an individual sewage disposal system will be permitted if the property is located within four hundred (400) feet of a sanitation collection line, measured through existing sewer easements or utility rights-of-way, except where such connection is not feasible or has been denied by either the Town or sewer district.

(d) *Oversizing.* Oversizing of water lines may be required by the Town beyond the needs of the subdivision development and standard Town specification. In such cases the applicant shall pay for the cost of the line. In the event oversized utilities are required and are greater than twelve (12) inches in diameter, applicants can initiate requests for oversize recovery or reimbursement following final acceptance of the water or sewer line as part of a Development Agreement. The method and time of payment shall be established in accordance with the current policies of the Town and/or Development Agreement.

Section. 16.4.345. Fire hydrants. *(Sec. 16.15.70)*

The developer shall install fire hydrants at street intersections and other points as per the requirements of the Windsor-Severance Fire Protection District.

Section. 16.4.350. Utility plan and report standards. *(from Subdivision Process/Procedures)*

Development and redevelopment projects shall submit engineering plans and reports that demonstrate how the proposed project will address site grading, stormwater management, and utility service needs. These reports ensure that development is designed in a manner consistent with the Town standards and does not negatively impact public infrastructure or surrounding properties.

(a) *Grading and drainage plan and report.* The purpose of the drainage plan and report is to identify existing site conditions and drainage problems, as well as those anticipated to result from development (whether on-site or off-site), and to present conceptual solutions to those problems. Historic drainage patterns and the effects of off-site drainage areas on the development and the effects of the development on downstream properties must be thoroughly assessed.

1. This plan and report must be certified by a Colorado-registered professional engineer and must include approximate earthwork quantities (how earthwork on the site is "balanced"), storm drainage concepts, such as locations of pipe and other conveyance facilities, locations for on-site detention or downstream structural improvements, and soil erosion and sedimentation control plans and specifications.
2. It must discuss the impacts on any existing floodways and/or floodplains both on and adjacent to the site as well as any FEMA applications required.
3. It must discuss previously submitted drainage studies for the site or project and their influence on the proposed stormwater facility design, and if applicable, the Storm Water Master Plan, how recommendations in the Storm Water Master Plan affect the stormwater facility design for the site, and how the proposed stormwater facility design complies with the Storm Water Master Plan.
4. It must provide sufficient information for an initial assessment of whether the proposed stormwater facility design can safely convey storm water runoff through the development to an adequate storm water system and accessible point of disposal with sufficient system capacity to carry necessary flow of the proposed development without overflowing downstream channels and existing storm drainage facilities or causing damage to property.

(b) *Water and Sewer utility plan and report prepared by a registered professional engineer.* It is necessary that the engineer consult with the appropriate utility service providers regarding the design of all utilities through the proposed development.

1. It must discuss the projected total water needs of the development for domestic consumption and fire protection, including without limitation, data on projected annual usage (GPY), average day demand (GPM/GPD), and maximum day demand (GPM/GPD), peak hour flow (GPM), as well as the projected total flow of sewage through a treatment plant expected to be generated by the proposed development.
2. It must discuss previous water and sewer studies for the site or project and their influence on the proposed design for water and sewer facilities, and if applicable, the Water, Sewer, and/or Non-potable Water Master Plans, how recommendations in the

Water, Sewer, and/or Non-potable Water Master Plans affect the proposed water and sewer improvements for the site, and how the proposed water and sewer improvements for the site comply with the Water, Sewer, and/or Non-potable Water Master Plans.

3. If located within the boundaries of the Town's water, non-potable water, or sewer utility enterprise respective service areas, it must also provide sufficient information for an initial assessment of the proposed development's impact on all parts of the Town's sanitary sewage collection system (including without limitation laterals, interceptors, lift stations, treatment plants, points of discharge), potable and/or non-potable water systems (including without limitation water source, water quality, treatment, storage, pumping facilities, and metering devices), as well as an evaluation of the adequacy of the Town's water, non-potable water, and/or sewer (where applicable) utility enterprises, respectively, to serve the proposed development together with existing development and development which is reasonably probable of connecting to the applicable Town utility system (e.g., legal buildable lots in approved subdivisions for which building permits have not been issued).

Section. 16.4.355. Engineering plan and specification submittal criteria. *(from Subdivision Process/Procedures)*

As part of the Town's review of a development application, the applicant shall prepare and submit the following for review and action by the Town prior to commencement of construction:

(a) *Construction plans and profiles.* The plans and profiles shall be prepared by a registered professional engineer licensed in the State of Colorado. Plans shall be twenty-four (24) inches high by thirty-six (36) inches wide and shall provide the following information:

1. The horizontal to vertical scales shall be chosen to best depict the aspects of the design.
2. The minimum horizontal scale is to be 1" = 100'.
3. The minimum vertical scale is to be 1" = 10'.
4. The typical road geometric and structural cross section is to be shown on each plan sheet.
5. The plan must show right-of-way lines and widths, road names, lot lines, tangent lengths and bearings, curve radii, delta angles, curve lengths, chord lengths and bearings, stationing at all beginning of curves and end of curves, intersections, structures, angles, curb lines, cross pans, traffic-control devices (islands, striping, signs, etc.), drive cuts, curb returns and radii and all other features to enable construction in accordance with approved standards and standard engineering practice. Stationing may be centerline if approved by the Town Engineer. Construction plans shall include water lines and appurtenances, sewer lines and appurtenances, stormwater lines and appurtenances and any other wet utilities such as non-potable water systems and irrigation ditches.
6. The profiles shall include existing and proposed grades at curb and gutter or centerline of street elevation at point of intersection of vertical curves, intersections, grade breaks, point of curb return, point of reverse curve and other critical points, structures and all

other features required to enable construction in accordance with the standards adopted by this Code.

7. Signature blocks for all utility providers shall be included unless otherwise provided in agreement form.
8. Structure details. Sufficient data shall be given to construction of major structures and road appurtenances, such as bridges, culverts, gutters, drives, walks, cross pans, etc.; detail shall include orientation line and grade, cross-sections, dimensions, reinforcement schedules, materials, quality specification, etc., or as the Town Engineer may approve.
9. Sewage collection and water supply distribution plans, profiles, and specifications. The plans, profiles and specifications shall be prepared by a registered professional engineer and shall be accompanied by written approvals from the applicable water and sanitation district.

(b) *Final water report.* A final water report, including hydraulic analysis and pipe sizing calculations, shall be included.

(c) *Final sanitary sewer report.* A sanitary sewer report including hydraulic analysis and pipe sizing calculations shall be included.

(d) *Final drainage plans and reports.* Based on the approved preliminary drainage plan, a final report is to be submitted in accordance with the Greeley Drainage and Design Criteria, as amended, or as the Town Engineer may approve. The plan and report must provide:

1. Cross-sections of each water carrier showing high water elevations for one hundred (100) year runoff and adjacent features that may be affected thereby.
2. Written approvals, as may be required, from other agencies or parties that may be affected by the drainage proposals (i.e., FEMA, Larimer County and Weld County, ditch companies).
3. Supporting calculations for runoffs, times of concentration, flow capacity with all assumptions clearly stated with proper jurisdiction when needed or requested.
4. Erosion control plans, when required.
5. Sizing of all pipes, inlets, conveyance ways and other appurtenances.

(e) *Final grading plan.* The final grading plan shall be twenty-four (24) inches high by thirty-six (36) inches wide and shall illustrate existing and proposed contours and lot and block grading details.

(f) *Soils report.* The soils report shall detail pavement design and construction requirements and shall be submitted after overlot grading is complete.

Section. 16.4.355. Landscape and open space plan and specification submittal criteria. *(from Subdivision Process/Procedures)*

The landscape plan must address the treatment of all exterior spaces. Landscape plans are to be designed to meet the requirements of this Code and show trees, shrubs, groundcovers, turf, buffering, fences, walls, and other site amenities that will be included in the plan. All plant materials must be adapted to the physical limitations of the local climate and specific conditions of the landscape plan. All plant materials must meet specifications of the American Association of Nurseryman for No. 1 grade. All street trees must be selected from the Town's recommended tree list.

(a) Landscape plan drawn to scale (not greater than 1" = 50') on sheets sized twenty-four (24) inches by thirty-six (36) inches, which includes:

1. Project name.
2. Scale, north arrow, and date of preparation.
3. Existing and proposed streets and street names.
4. Lot lines, easements and public rights-of-way as shown on the subdivision plat, including gross and net area of all parcels.
5. Location of proposed building footprints and parking areas.
6. Location of storage, loading and service areas.
7. Existing and proposed two (2) foot contours (based on USGS datum).
8. Natural features, wetlands, wildlife corridors, floodplains, streams, ditches, and other waterways.
9. Location of existing and proposed utilities (utility lines can be "ghosted" in on the landscape plan to vary the line types for cleaner drawings).

(b) All existing trees within the proposed site and adjacent to the site must be accurately identified on the plan. Existing trees must be labeled as to their size, species and, if they are intended to remain, be removed, or transplanted. All replacement mitigation trees will need to be shown separately on the plan. Tree protection standards for existing trees to remain shall be included in the plan.

(c) The extent and location of proposed trees, shrubs and perennials and quantities of each species—Plant materials are to be drawn at two-thirds (⅔) of their mature size.

(d) Landscape schedule, including the represented plant symbol, Latin name, common name, planting size and number of individual plants. All plant materials are to meet the minimum size requirements as provided in this Code.

(e) Proposed treatment of all ground surfaces must be clearly indicated, including turf, paving, mulch, native grass, seeded grass, and so on. Grass areas are to be specified as seed or sod and a seed mix/rate specified.

(f) Sight distance triangles must be shown at street intersections pursuant to this Code.

(g) Project-specific landscape notes and details to ensure the proper planting, establishment, and survival of plant materials, along with additional notes detailing the warranty for plant materials and continued maintenance, shall be included.

(h) Open space trail network and pedestrian circulation system.

(i) Areas to be irrigated and method of irrigation.

(j) Proposed grading of the project site, including drainage swales, detention basins and retaining walls. Off-site grading for infrastructure improvements will need to be included, as well.

(k) Notes for conservation and retention of topsoil and landscape soil preparation.

(l) Restoration, revegetation or enhancement of disturbed natural areas or open space features.

(m) Park/open space structures, signage, play equipment and other landscape amenities and appurtenances.

Section. 16.4.360. Public improvements required. *(from Subdivision Process/Procedures)*

[could be placed here or in Division 1 of this Article]

The Town may condition its approval and require on-site and off-site improvements or contributions to off-site improvements to ensure the proposed development will be served by adequate water, sewer, and storm drainage facilities. These improvements include, but are not limited to:

(a) The construction of mains in all public and private streets or utility easements within and adjacent to the proposed development;

(b) The construction of mains through the development to serve the lots and buildings or structures within the development and to adjacent properties to allow them to connect to and extend the water or sewer system;

(c) The construction of off-site improvements needed to:

1. Connect to the existing system;
2. Provide the storage and flows needed to meet the level of service standards and the requirements of the water system plan;
3. Provide collection capacity needed to meet the level of service standards and the anticipated demand from the service area;
4. Provide the storage and flows needed to meet the water demands generated by the proposed development; or
5. Provide the storage and flows needed to supply the fire flows needed to serve the development.

(d) The construction of pressure-reducing valves and similar appurtenances to provide pressure zone separation in the distribution system;

(e) The construction of lift and/or pump stations needed to serve the development if it is in a special pressure zone or because of topographical considerations. This will only be required or allowed in accordance with designated permanent lift and/or pump stations listed or shown in the current water system plan or sewer system plan;

(f) The construction of replacements or improvements to existing facilities to maintain an established level of service for sanitary sewage discharge from the service area or for water system demand and fire flow to the development;

(g) The construction of replacements or improvements to existing off-site facilities to the extent that the new development would cause the level of service for existing customers to drop below existing standards; or

(h) The transfer or dedication of easements or land needed for the construction and maintenance of utility system improvements.

TOWN OF SEVERANCE PLANNING COMMISSION
RESOLUTION NO. PC-2025-08R

A RESOLUTION OF THE PLANNING COMMISSION OF THE TOWN OF SEVERANCE, COLORADO, MAKING A RECOMMENDATION TO THE TOWN COUNCIL TO APPROVE AMENDMENTS TO ARTICLE 5 OF CHAPTER 16, "LAND USE CODE," OF THE SEVERANCE MUNICIPAL CODE REGARDING AGREEMENTS AND DEDICATIONS

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

WHEREAS, Town staff has proposed amendments to Article 4 of the Land Use Code (the "Proposed Amendments") regarding regulations for the Town's Site Development Standards, in the form attached to this resolution as **Exhibit A** and incorporated herein by this reference; and

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

WHEREAS, on May 21st, 2025, the Planning Commission held a duly noticed public hearing[1] to consider the Proposed Amendments; and

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

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

1. The Planning Commission recommends the Town Council approve the proposed amendments to Article 4 of Chapter 16, "Land Use Code," of the Severance Municipal Code, regarding regulations for Site Development Standards, in substantially the same form attached to this resolution as **Exhibit A**.

RESOLVED AND APPROVED this 21 day of May 2025.

PLANNING COMMISSION OF THE
TOWN OF SEVERANCE, COLORADO

Kris Quandt, Chair

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

ATTEST:

Town of Severance
Town Seal
Severance
Incorporated 1920
Severance, Colorado

Sarah Jacobsen, Town Clerk

AGENDA ITEM SUMMARY

AGENDA ITEM	SUBMITTED BY	PRESENTED BY
Pg. 293 - Ordinance 2025-XX: Text Amendments to the Land Use Code - Chapter 16 of the Severance Municipal Code for Purposes of Reorganizing Article Article 6-10 Architecture Standards, Wireless, Oil & Gas, Solar and Flood	Shani Porter, Planning Director	Shani Porter, Planning Director Josh Olhava, Planning Consultant

ACTION REQUESTED

Town staff is asking for the Town Council to review, discuss, and provide feedback to staff on Chapter 16, Article 6-10 as they see fit.	**Discussion** **Attorney Approved**

BRIEF SUMMARY

Various amendments have been made to Section 16 of the Town of Severance Land Use Code over the last two years. The codification of these changes identified that the reorganization of Section 16 would be necessary for a user-friendly and cohesive implementation of the Land Use Code

PUBLIC SUPPORT/CONCERN

None at this time

ANALYSIS AND RECOMMENDATION

Town staff is asking for the Town Council to review, discuss, and provide feedback to staff on Chapter 16, Article 6-10

MATERIALS SUBMITTED

The following materials were submitted and included in this packet:

1. Article 6 - Design Standards v2 clean (06.2025)
2. Article 6 - Design Standards v2 redlines (06.2025)
3. Article 7 - Wireless Telecommunications v2 clean (06.2025)
4. Article 7 - Wireless Telecommunications v2 redlines (06.2025)
5. Article 8 - O&G Drilling Facilities v2 clean (06.2025)
6. Article 8 - O&G Drilling Facilities v2 redlines (06.2025)
7. Article 9 - Solar Facilities Development v2 clean (06.2025)
8. Article 9 - Solar Facilities Development v2 redlines (06.2025)
9. Article 10 - Flood Damage Prevention v2 clean (06.2025)
10. Article 10 - Flood Damage Prevention v2 redlines (06.2025)
11. Res PC 2025-09R Amend LUC Arc Stand, Oil, Gas, Solar

Article 6 – Design Standards

Sec. 16.6.10. Intent *(new)*

The intent of this Article is to establish the minimum design and development standards for all projects within the Town. These standards are intended to:

- Provide minimum standards for enhanced architectural character throughout the community;
- Promote a higher quality of community-wide design and development;
- Protect the character of new and existing neighborhoods;
- Create appropriate transitions and compatibility, where possible, of adjacent land uses;
- Prevent neighborhood blight, deterioration, and decay;
- Create diversity in design between different neighborhood areas and land uses;
- Promote the creation of distinct places within the community.

Sec. 16.6.20. Applicability *(new)*

(a) The standards of this Article apply to all properties within the Town, where applicable.

(b) The Town will, from time-to-time, conduct studies and analysis of neighborhood areas, corridors, and development nodes that identify additional development and design criteria. This criteria may be established by resolution of the Town Council. When established by resolution, such criteria are hereby incorporated by reference into this Article, and all projects within these areas must comply with the applicable design criteria.

Division 1 – Multi-Family Residential Design and Development Standards (Chapter 16, Article 18)

Sec. 16.6.100. Intent *(Sec. 16.18.10)*

(a) *Purpose.* The intent of this section is to apply enhanced design criteria and guidelines to all uses within the Town classified as "multi-family dwellings" under this Code.

(b) *Provisions.* The provisions of this section are in addition to the requirements of the underlying zone district and supersede the zone district requirements in the event of a conflict.

Sec. 16.6.110. Multi-family building design and development standards *(Sec. 16.18.20)*

The following Tables 16.6.110.a. and 16.6.110.b. establish the design standards for all multi-family development and mixed-use development that incorporates multi-family housing. The tables capture building materials, colors, architectural variety, and architectural details. Using the Tables:

- (X) denotes a requirement for that zone district
- (-) reflects that the associated standard does not apply for the specific zone district

- (*) denotes additional standards apply and are specified below the table
- Information other than an (X) or a (-) indicates specific development standards as specified in the cell
- SP column is the Suburban Perimeter Zone District
- DN column is the Development Node Zone District (including the Industrial Subzone)
- TC column is the Town Core Zone District
- The Rural Residential Zone District is not included as it does not permit Multi-Family Development

Table 16.6.110.a. Building Materials and Colors Design Criteria for Multi-Family Residential Uses by Zone District

Building Materials	**Zone District**		
	SP	**DN**	**TC**
Primary Materials Required*	20% Minimum	30% Minimum	
Secondary Materials Required*	80% Maximum	70% Maximum	
Accent Materials*	5-10% Building Facades		
Building Colors	**Zone District**		
	SP	**DN**	**TC**
Colors shall be compatible with character of the surrounding area.	X		
Colors shall be of subdued and muted tones.	X		
Earth-tone colors and neutral colors are encouraged as the primary building color.	X		
Reflective or neon primary and secondary colors shall not be permitted as exterior paint colors on any structure. Reflective or neon colors may be allowed for trim and accent elements as approved by the Town Manager.	X		
Roof material colors should be darker and warm, earth-toned hues that accent and complement other building colors.	X		

(a) Supplemental building materials provisions for multi-family residential.

1. Permitted Materials. Exterior materials shall be permitted as follows:
    a. Primary Materials:
        (1) Brick, unpainted.
        (2) Stone, unpainted
    b. Secondary Materials:
        (1) Any primary materials
        (2) Glass
        (3) Metal Siding
        (4) Color Concrete
        (5) Stucco (or equal or better simulated material)
        (6) Horizontal Wood Clap board (or equal or better simulated material)
    c. Accent Materials:

(1) Any Primary or Secondary Materials may be used as an accent material
(2) Wood trim (or equal or better simulated material)
(3) Precast stone, or wood moldings or similar architectural details (or equal or better simulated material)
(4) Prohibited Materials:
  - Vinyl Siding
  - Exterior Insulation Finishing Systems (EIFS)

d. Material Changes. Except for accent materials, changes in the façade material shall only occur at horizontal expression lines, with the heavier material below the lighter material. Alternatively, changes in the material may occur at differentiated structural bays that meet the horizontal massing requirements.

Table 16.6.110.b. Architectural Variety and Details for Multi-Family Residential Uses by Zone District

<table>
<tr><th rowspan="2">Architectural Variety</th><th colspan="3">Zone District</th></tr>
<tr><th>SP</th><th>DN</th><th>TC</th></tr>
<tr><td>Shall have varied building heights, styles, colors, and building details.</td><td colspan="3">X</td></tr>
<tr><td>Shall incorporate one (1) model for every four (4) buildings at a minimum. Models shall be evenly utilized to the maximum extent practicable.</td><td colspan="3">X</td></tr>
<tr><td>Distinct building designs, as required above, shall be easily distinguished through a minimum of two (2) of the following criteria.
• A variation in length of 30% or more
• A variation in the footprint of the building of 30% or more
• A distinct variation in use of materials
• A variation in the type of dwelling unit contained in the building that results in a significantly different scale and mass (i.e., apartments vs. townhomes vs. duplexes)
• A distinct variation in building height and roof form</td><td colspan="3">X</td></tr>
<tr><td>For developments of three (3) or more stacked buildings, a floor plan may be repeated; however, identical building facades shall not be replicated more than twice within the development.</td><td>-</td><td colspan="2">X</td></tr>
<tr><th rowspan="2">Architectural Details</th><th colspan="3">Zone District</th></tr>
<tr><th>SP</th><th>DN</th><th>TC</th></tr>
</table>

Facades shall be articulated through the incorporation of four (4) or more of the following elements within every thirty-five-foot (35') length of the façade and on a minimum of seventy-five percent (75%) of the façade area. • Balconies • Bay or box windows • Recesses, projections, or significant offsets in the wall plane • Porches • Dormers • Variations in materials • Variations in roof forms • Each building shall feature walls that are articulated by distinct, individualized, and covered entrances • Chimneys that project from the wall plane • Balconies and/or other outdoor living space • Bay or box windows	X
All buildings shall have a fifteen-foot (15') step-back on all floors over two (2) stories when adjacent to single-family residential uses.	X
All facades shall have a clear base, middle, and cap.	X
Facades shall be designed to incorporate visually heavier and more massive elements at the building base, and lighter elements above the base. Upper stories shall not appear heavier or demonstrate greater mass than the lower stories of the building.	X
Buildings shall provide concentrated dwelling unit access points. Monotonous access balconies and corridors running the length of a building shall be prohibited.	X
Blocky, uniform facades are prohibited.	X
Buildings shall feature a combination of primary and secondary roof forms. Primary pitched roof forms shall be articulated by at least one (1) of the following elements. • Changes in plane and elevations • Dormers, gables, or clerestories • Transitions to secondary roofs over entrances, garages, porches, or bay windows	X
Roofs shall incorporate pitches of between 3:12 and 12:12; however, alternative roof forms may be permitted at the discretion of the Manager.	X
Roofing materials shall be appropriate to the architectural style of a building.	X
Where exposed to public view, roof materials shall be selected from enameled standing seam metal, concrete or clay tiles, copper metal, wood textured (architectural grade), or composition asphalt shingles.	X
The use of plastic, fiberglass, other metal, or glass visible to public view is prohibited.	X

(b) Supplemental architectural design detail for multi-family residential.

1. Rooftop amenities are not permitted within the suburban perimeter zone district. These amenities are permitted within the development node and town core zone districts.

a. Rooftop open space areas shall be included in all open space requirements and calculations.
b. Rooftop open spaces shall maintain adequate safety features to reduce the possibility of harm to residents, guests, and employees during use. These safety mechanisms shall be shown on the site plan submittal.

2. Ground floor active uses are required within the development node and town core zone districts.

Sec. 16.6.120. Multi-family landscaping and streetscape standards

The following Table 16.6.120.a establishes the landscape and streetscape design standards for all multi-family development and mixed-use development that incorporates multi-family housing. Additional regulations pertaining to open space, buffering, and pedestrian circulation can be found in Article 5, Division 1 of this Code. Using the Table:

- (X) denotes a requirement for that zone district
- (-) reflects that the associated standard does not apply for the specific zone district
- (*) denotes additional standards apply and are specified below the table
- Information other than an (X) or a (-) indicates specific development standards as specified in the cell
- SP column is the Suburban Perimeter Zone District
- DN column is the Development Node Zone District (including the Industrial Subzone)
- TC column is the Town Core Zone District
- The Rural Residential Zone District is not included as it does not permit Multi-Family Development

Table 16.6.120.a. Multi-family Landscaping and Streetscaping Design and Development Standards by Zone District

<table>
<tr><th rowspan="2">Landscaping</th><th colspan="3">Zone District</th></tr>
<tr><th>SP</th><th>DN</th><th>TC</th></tr>
<tr><td>A minimum of 1 tree / 1,000 sqft of landscaped area shall be provided, subject to adopted water conservation policies.</td><td colspan="3">X</td></tr>
<tr><td>A minimum of 1 shrub / 150 sqft of landscaped area shall be provided and must be grouped and distributed throughout the site. With the Town Manager’s approval, trees may be substituted for up to ½ of the required shrubs at the rate of 1 tree for every 10 shrubs.</td><td colspan="3">X</td></tr>
<tr><td>Irrigated turf or an alternative as approved by the Town Manager, shall be utilized for active recreation areas, and maintained to appropriate industry standards.</td><td colspan="3">X</td></tr>
<tr><td>Native grass is highly encouraged for areas that will not function as active recreation areas. Native grass must be weed-free and maintained at a maximum height of eight inches (8") following industry standard establishment timeframes.</td><td colspan="3">X</td></tr>
</table>

Live materials shall be located between the front of the building and adjacent roadways at the following minimum rates.	65%	50%	10%
Streetscaping	**Zone District**		
	SP	**DN**	**TC**
Perimeter treatment adjacent to roadways should include a landscape buffer of varying widths, with a minimum width of ten feet (10') and a maximum width of twenty feet (20'). An exception may be granted by the Town Manager for infill town center projects.	X		
A pathway at least six feet (6') in width shall be provided parallel to the street.	X		
A landscape strip ten feet (10') in width shall be planted with at least 1-large tree per thirty-five feet (35') of frontage between the street and pedestrian pathway. An exception may be granted by the Town Manager for infill town center projects.	75% shade / deciduous species 25% other approved species		
Coniferous / evergreen trees must be placed a minimum of ten feet (10') off the southern edge of a bike path or curb to minimize shading and icing concerns where possible.	X		

Sec. 16.6.130. Amenity points for multi-family residential *(Sec. 16.18.30(c))*

Amenities for residents should include active and passive spaces that are age-appropriate for current and future residents of all abilities. Credit shall be given for incorporated features as listed below. Credit may be provided for amenity features not included in this list. Such credit shall be based on the determination of the Town Manager, based on a review of the variety of amenities proposed. Final decision by the Town Manager may be appealed in accordance with the appeals procedures of this Code.

Table 16.6.140.a. Amenity Point Calculations for Multi-family Developments

Residential Unit Breakdown	Zone District		
	SP	**DN**	**TC**
Up to 10 dwelling units	1		
11-30 Units	2	3	2
31-50 Units	3	5	
51-150 Units	5	6	
More than 151 dwelling units	7		

(a) Two (2) Amenity Points each
   1. Pool
   2. Community Clubhouse with Fitness Center included – large (more than 2,500 sqft)
   3. Multifunctional playgrounds with commercial grade equipment – large (greater than 2,500 sqft playground zone area)

(b) One (1) Amenity Points each
   1. Community Clubhouse – small (less than 2,500 sqft)

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

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

1. Dog Run
2. Fitness Center (fewer than 5 pieces of equipment)
3. Plazas, courtyards, community gazebo, or community gardens with irrigation systems and defined garden edges of at least 1,000 sqft in size
4. Public Art, as approved by the Town Manager
5. Picnic / Barbeque areas with commercial grade equipment
6. Multifunctional playgrounds with commercial grade equipment - small (less than 1,000 sqft playground zone area)
7. Rooftop solar arrays

Division 2 – Non-Residential Commercial and Office Design and Development Standards *(Ord. 2023-02, pg. 1, Article 19 "Non-Residential Use Design and Development Standards")*

Sec. 16.6.200. Overview.

(a) *Purpose.* The intent of this section is to apply enhanced design criteria and guidelines to all non-residential development within the Town.

(b) *Provisions.* The provisions of this section are in addition to the requirements of the underlying zone district and supersede the zone district requirements. In the event of a discrepancy between the two, the Town Manager's decision shall be final.

(c) *Applicability.* These standards apply to:

1. New nonresidential commercial and office development.
2. Modifications or additions to existing nonresidential commercial and office development, but only the portion of the development being modified.
3. Mixed-use developments that incorporate multi-family housing shall be subject to the multi- family design criteria of this code.

(d) *Site Design Considerations*

1. Buildings shall be arranged to frame, enclose, or give prominence to pedestrian corridors, outdoor gathering spaces, main street pedestrian or vehicle access corridors, or the corners of street intersections or entry points into the development.
2. Elements that shall be coordinated between adjacent sites include:
    a. Shared driveways for access;
    b. Linkages of internal vehicular and pedestrian circulation systems;
    c. Linkages of open space systems;
    d. Areas and access for refuse and recycling collection;
    e. Drainage and detention facilities; and
    f. Other improvements where a coordinated approach benefits the larger area.
3. Rooftop open space shall be included in all open space requirements.
    a. Rooftop open spaces shall maintain adequate safety features to reduce the possibility of harm during their use. These safety mechanisms shall be shown on the site plan submittal and shall be approved by the Town Manager.

Sec. 16.6.210. Non-Residential Commercial and Office Design and Development Standards ***(Ord. 2023-02, pg. 2, Sec. 16.19.20)***

The following Tables 16.6.210.a., 16.6.210.b., and 16.6.210.c. establish the design standards for all non-residential commercial and office development. The tables capture building materials, colors, entrance features, vertical and horizontal articulation, transparency, and roof form. Using the Tables:

- (X) denotes a requirement for that zone district
- (-) reflects that the associated standard does not apply for the specific zone district
- (*) denotes additional standards apply and are specified below the table
- Information other than an (X) or a (-) indicates specific development standards as specified in the cell
- SP column is the Suburban Perimeter Zone District
- DN column is the Development Node Zone District (including the Industrial Subzone)
- TC column is the Town Core Zone District
- The Rural Residential Zone District is not included as it does not permit Non-Residential Commercial and Office Development

Table 16.6.210.a. Non-Residential Building Materials and Colors Design and Development Standards by Zone District

Building Materials*	Zone District		
	SP	DN	TC
Simple material finishes are encouraged, and matte finishes are preferred.			
Primary Materials Required	50% to 90%		
Secondary Materials Required	20% to 40%		
Accent Materials	10% to 30%		
Building Colors	**Zone District**		

	SP	DN	TC
Colors shall complement one another and fit the overall architectural character of the area and be context sensitive to surrounding buildings.	X		
Intense, bright, or fluorescent colors and glossy finishes shall not be used as the predominant color on any exterior wall or roof of any structure.	X		

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

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

Table 16.6.210.b. Non-Residential Building Entrance Designs, Vertical and Horizontal Articulation Design and Development Standards by Zone District

Building Entrances	Zone District		
	SP	DN	TC

	SP	DN	TC
Building facades fronting a public street or civic open space shall include a primary entrance feature at ground level that is directly accessible from an adjacent sidewalk or pedestrian pathway.	X		
Primary entrances must be clearly identifiable and directly oriented toward adjacent sidewalks or designated pedestrian routes to ensure convenient and visible pedestrian access	X		
Entrance features shall occur along a building frontage.	Every 75’		Every 50’
For a single-tenant building, façades shall be differentiated by horizontal massing techniques.	X		
Public entryways shall create architectural interest and variation from other portions of the building by incorporating the following features: • Changes in building plane through recesses and/or projections a minimum of two feet (2’) in dimension; • Canopies, awnings, arcades, galleries, or other overhangs; • Raised corniced parapets over the door; • Peaked roof forms; • Display windows; • Integrated architectural embellishments such as moldings; • Changes in building material, color, and/or texture; • Special paving treatments; • Other substantial design elements that add visual interest.	Minimum of 3 features		Minimum of 5 features
Corner buildings to be designed with angled entrances at the corner.	-	In an urban / walkable context	
Horizontal Articulation	**Zone District**		
	SP	**DN**	**TC**
Building façades greater than fifty feet (50’) in length shall incorporate variations in the wall plane with projections, recesses, or other variations from the main mass having a depth of at least two feet (2’).	X		
Building façades shall incorporate a change of materials as follows: • At least three (3) materials for street facing façades or when facing other public areas; and • At least two (2) materials for all other facades.	X		
Each building façade shall incorporate the following elements: • Change in building colors; • Change in textures; • Variation in window design; or • Other substantial design elements that add visual interest.	Minimum of 2 elements		Minimum of 3 elements
Remaining blank wall areas shall be broken-up by patterns of windows and doors, ornamental architectural details or changes in materials that are consistent with the architectural style of the building.	X		
Vertical Articulation	**Zone District**		
	SP	**DN**	**TC**
Buildings taller than twenty feet (20’) shall be designed so the massing or façade articulation of the building presents a clear base, middle, and top.	X		
Visually heavier and more massive elements shall be incorporated at the building base with lighter elements above the base. Upper stories shall not appear heavier or demonstrate greater mass than the lower stories of	X		

the building.	
Lower levels of multi-story buildings are to be differentiated by incorporating elements such as the following: • Veneer banding or wainscot; • Change in materials and/or change in textures; • Heavier materials and darker colors on lower levels; • Integrated covered walkways, trellises, or architectural awnings; • Low planters and walls; or • Other substantial design elements that distinguish lower levels.	X
Buildings shall incorporate four-sided design where all parts are perceived as a coordinated part of a unified whole. Specifically: • All sides shall exhibit the same quality, continuity, and durability of design including the same primary and secondary materials. Important sides can reflect priority in the allocation of materials. • All sides visible from streets, public spaces, or active portions of adjacent sites shall have a similar level of trim, accent material, details, and ornamentation. Greater importance shall be given to areas closest to the public realm or with greater visibility. Parts not exposed to the public may be designed for utility.	X

Table 16.6.210.c. Non-Residential Transparency and Roof Form Design and Development Standards by Zone District

Transparency *(windows, doors, and openings)*	Zone District		
	SP	**DN**	**TC**
Ground floor façades facing a public street or other public area shall contain windows and/or doorways.	50% minimum of the total area		
Upper floor facades facing a public street or other public area shall contain windows and/or doorways.	15% minimum of the total area		
Storefront display windows and doors shall allow visibility into and out of the store.	X		
Windows shall be accented and defined with detail elements, such as frames, sills, and lintels.	X		
Roof Form	**Zone District**		
	SP	**DN**	**TC**
No roofline along any building elevation shall exceed 30 feet in length without a visual variation that incorporates any of the following: • Projections or recessions of at least two feet (2’) in depth; • Dormers; • Change in roof height of at least two feet (2’); or • Distinct architectural features.	X		

Roofs of buildings shall have parapets or enclosures concealing flat roofs and roof-top equipment from public view and be constructed of materials that match the building in quality and detail. Three-dimensional cornice treatments shall be incorporated as part of the architectural design.	X
Roofs shall be designed to accommodate solar energy systems to the maximum extent practical.	X
Roofing materials shall be appropriate to the building architecture.	X

Sec. 16.6.220. Screening of ancillary uses and utilities

(a) Ancillary uses such as outdoor storage areas, trash and recycling areas, loading, and unloading areas, service areas, HVAC equipment, and on-site utilities shall be screened to the greatest extent possible from view of public rights-of-way, amenity and public spaces, and adjacent properties by a combination of walls, fences, landscaping, or other similar device and be incorporated into the overall site and building design.

(b) Building mounted utilities and equipment shall be screened from view of public rights-of-way, amenity and public spaces, and adjacent properties by a combination of walls, fences, landscaping, or other similar devices, and shall be painted to match the adjacent wall color, when applicable.

(c) Ancillary uses shall be located to the rear of the property or in a way that mitigates their potential impacts on surrounding properties and the public realm.

(d) Views of ancillary uses shall be separated from sidewalks and on-site pedestrian ways. Screening structures shall be made of the same materials as the principal structure if not placed behind the building.

(e) Outdoor display and storage areas shall not encroach on any portion of a walkway, drive aisles, required parking spaces, or landscape area unless otherwise authorized by this Code.

Sec. 16.6.230. Non-Residential Commercial and Office Landscaping and Streetscape Design and Development Standards *(Ord. 2023-02, pg. 2, Sec. 16.19.20)*

Table 16.6.230.a. below establishes the landscaping and streetscape design standards for all non-residential commercial and office developments. Additional regulations pertaining to open space, buffering, and pedestrian circulation can be found in Article 5, Division 1 of this Code. Using the Tables:

- (X) denotes a requirement for that zone district
- (-) reflects that the associated standard does not apply for the specific zone district
- (*) denotes additional standards apply and are specified below the table

- Information other than an (X) or a (-) indicates specific development standards as specified in the cell
- SP column is the Suburban Perimeter Zone District
- DN column is the Development Node Zone District (including the Industrial Subzone)
- TC column is the Town Core Zone District
- The Rural Residential Zone District is not included as it does not permit Non-Residential Commercial and Office Development

Table 16.6.230.a – Non-Residential Landscaping and Streetscaping Design and Development Standards by Zone District

Landscaping	Zone District		
	SP	DN	TC
The following areas are required to be landscaped: • Bufferyards; • Plazas and courtyards; • Parking areas using islands/medians/perimeter plantings; • Streetscapes; • Stormwater areas; and • Unused portions of a site not already occupied by site features.	X	X	Site Dependent
A minimum of 1 tree / 1,000 sqft of landscaped area shall be provided, subject to adopted water conservation policies.	Minimum 50% shade/ deciduous Minimum 25% coniferous		
A minimum of 1 shrub / 150 sqft of landscaped area shall be provided and must be grouped and distributed throughout the site. With approval, trees may be substituted for up to ½ of the required shrubs at the rate of 1 tree / 10 shrubs.	X		
Irrigated turf or an alternative as approved, shall be utilized for active recreation areas and maintained to appropriate industry standards.	X		
Native grass is highly encouraged for areas that will not function as active recreation areas. Native grass must be weed-free and maintained at a maximum height of eight inches (8") following industry standards for establishment timeframes.	X		
Landscaped areas shall be covered with live irrigated, lower water consuming ground cover, except for areas where additional hardscape is allowed or an alternative as approved.	Minimum 75% of landscape area		Site Dependent
Pedestrian walks and other hardscape landscape features and amenities may comprise the required landscape areas. Includes features such as outdoor seating areas, plazas with recreation and entertainment areas, water features, public art, and approved permeable pavement.	Maximum 50% of landscape area		Maximum 75% of landscape area
Landscape buffers shall be provided in accordance with the buffering criteria of this Code.	X		Site Dependent
Parking lot landscaping shall be provided in accordance with the parking lot design criteria of this Code.	X		
Plazas and courtyards shall include following amenity element types:	Minimum of 3 element types		Minimum of 4

• Seating at 1 space / 150 square feet of plaza/courtyard area (*seating may be provided with chairs and tables, benches, and/or seating walls*); • Trees appropriate for the space planted at 1 tree / 750 square feet of plaza or courtyard area; • Art or creative features *(i.e., water features, fire features, interactive features for families and kids)*; • Areas and facilities for recreation, entertainment, or educational activities; • Other appropriate amenities or design elements.			element types
Streetscaping	**Zone District**		
	SP	**DN**	**TC**
Perimeter treatment adjacent to roadways should include a landscape buffer of varying widths, with a minimum width of ten feet (10') and a maximum width of twenty feet (20'). An exception may be granted by the Town Manager for infill town core projects.	X		
A pathway at least six feet (6') in width shall be provided parallel to the street. The pathway shall be designed to provide adequate space for pedestrians, street furniture, outdoor seating areas, landscaping, and other amenities to enhance the pedestrian experience.	X	X	Site Dependent
A landscape strip ten feet (10') in width shall be planted with at least 1 tree / 35 feet of frontage between the street and pedestrian pathway. The landscape strip, where applicable, shall be landscaped with irrigated lower water-consuming grass or other material suitable for the area. An exception may be granted by the Town Manager for infill town core projects.	75% shade / deciduous species 25% other approved species		
Coniferous / evergreen trees shall be placed a minimum of ten feet (10') off the southern edge of a public street, sidewalk, or trail to minimize winter icing concerns where possible.	X		

Sec. 16.6.240. Supplemental Provisions – Open Space and Landscaping *(Ord. 2023-02, pg. 10, Sec. 16.19.40)*

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

(a) Open Space and Landscaping

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

3. Plazas and courtyards shall be centrally located within the development area and accessible to residents, customers, and guests they are intended to serve.

Article 6 – Design Standards

Sec. 16.6.10. Intent

The intent of this Article is to establish the minimum design and development standards for all projects within the Town. These standards are intended to:

- Provide minimum standards for enhanced architectural character throughout the community;
- Promote a higher quality of community-wide design and development;
- Protect the character of new and existing neighborhoods;
- Create appropriate transitions and compatibility, where possible, of adjacent land uses;
- Prevent neighborhood blight, deterioration, and decay;
- Create diversity in design between different neighborhood areas and land uses;
- Promote the creation of distinct places within the community.

Sec. 16.6.20. Applicability

(a) The standards of this Article apply to all properties within the Town, where applicable.

(b) The Town will, from time-to-time, conduct studies and analysis of neighborhood areas, corridors, and development nodes that identify additional development and design criteria. This criteria may be established by resolution of the Town Council. When established by resolution, such criteria are hereby incorporated by reference into this Article, and all projects within these areas must comply with the applicable design criteria.

Division 1 – Multi-Family Residential ~~Use~~ Design and Development Standards (Chapter 16, Article 18)

Sec. 16.6.100. Intent *(Sec. 16.18.10)*

(a) *Purpose.* The intent of this ~~Article~~ section is to apply enhanced design criteria and guidelines to all uses within the Town classified as "multi-family dwellings" under this Code.

(b) *Provisions.* The provisions of this ~~article~~ section are in addition to the requirements of the underlying zone district and supersede the zone district requirements in the event of a conflict.

Sec. 16.6.110. Multi-family building design and development standards *(Sec. 16.18.20)*

The following Tables 16.6.110.a. and 16.6.110.b. establish the design standards for all multi-family development and mixed-use development that incorporates multi-family housing. The tables capture building materials, colors, architectural variety, and architectural details. Using the Tables:

- (X) denotes a requirement for that zone district
- (-) reflects that the associated standard does not apply for the specific zone district

- (*) denotes additional standards apply and are specified below the table
- Information other than an (X) or a (-) indicates specific development standards as specified in the cell
- SP column is the Suburban Perimeter Zone District
- DN column is the Development Node Zone District (including the Industrial Subzone)
- TC column is the Town Core Zone District
- The Rural Residential Zone District is not included as it does not permit Multi-Family Development

Table 16.6.110.a. Building Materials and Colors Design Criteria for Multi-Family Residential Uses by Zone District

Building Materials	**Zone District**		
	SP	**DN**	**TC**
Primary Materials Required*	20% Minimum	30% Minimum	
Secondary Materials Required*	80% Maximum	70% Maximum	
Accent Materials*	5-10% Building Facades		
Building Colors	**Zone District**		
	SP	**DN**	**TC**
Colors shall be compatible with character of the surrounding area.	X		
Colors shall be of subdued and muted tones.	X		
Earth-tone colors and neutral colors are encouraged as the primary building color.	X		
Reflective or neon primary and secondary colors shall not be permitted as exterior paint colors on any structure. Reflective or neon colors may be allowed for trim and accent elements as approved by the Town Manager.	X		
Roof material colors should be darker and warm, earth-toned hues that accent and complement other building colors.	X		

(a) Supplemental building materials~~Building Materials~~ provisions for multi-family residential.

1. Permitted Materials. Exterior materials shall be permitted as follows:
   a. Primary Materials:
      (1) Brick, unpainted.
      (2) Stone, unpainted
   b. Secondary Materials:
      (1) Any primary materials
      (2) Glass
      (3) Metal Siding
      (4) Color Concrete
      (5) Stucco (or equal or better simulated material)
      (6) Horizontal Wood Clap board (or equal or better simulated material)
   c. Accent Materials:

(1) Any Primary or Secondary Materials may be used as an accent material

(2) Wood trim (or equal or better simulated material)

(3) Precast stone, or wood moldings or similar architectural details (or equal or better simulated material)

(4) Prohibited Materials:

- Vinyl Siding
- Exterior Insulation Finishing Systems (EIFS)

d. Material Changes. Except for accent materials, changes in the façade material shall only occur at horizontal expression lines, with the heavier material below the lighter material. Alternatively, changes in the material may occur at differentiated structural bays that meet the horizontal massing requirements.

Table 16.6.110.b. Architectural Variety and Details for Multi-Family Residential Uses by Zone District

Architectural Variety	**Zone District**		
	SP	**DN**	**TC**
Shall have varied building heights, styles, colors, and building details.	X		
Shall incorporate one (1) model for every four (4) buildings at a minimum. Models shall be evenly utilized to the maximum extent practicable.	X		
Distinct building designs, as required above, shall be easily distinguished through a minimum of two (2) of the following criteria. • A variation in length of 30% or more • A variation in the footprint of the building of 30% or more • A distinct variation in use of materials • A variation in the type of dwelling unit contained in the building that results in a significantly different scale and mass (i.e., apartments vs. townhomes vs. duplexes) • A distinct variation in building height and roof form	X		
For developments of three (3) or more stacked buildings, a floor plan may be repeated; however, identical building facades shall not be replicated more than twice within the development.	-	X	
Architectural Details	**Zone District**		
	SP	**DN**	**TC**

Facades shall be articulated through the incorporation of four (4) or more of the following elements within every thirty-five-foot (35') length of the façade and on a minimum of seventy-five percent (75%) of the façade area. • Balconies • Bay or box windows • Recesses, projections, or significant offsets in the wall plane • Porches • Dormers • Variations in materials • Variations in roof forms • Each building shall feature walls that are articulated by distinct, individualized, and covered entrances • Chimneys that project from the wall plane • Balconies and/or other outdoor living space • Bay or box windows	X
All buildings shall have a fifteen-foot (15') step-back on all floors over two (2) stories when adjacent to single-family residential uses.	X
All facades shall have a clear base, middle, and cap.	X
Facades shall be designed to incorporate visually heavier and more massive elements at the building base, and lighter elements above the base. Upper stories shall not appear heavier or demonstrate greater mass than the lower stories of the building.	X
Buildings shall provide concentrated dwelling unit access points. Monotonous access balconies and corridors running the length of a building shall be prohibited.	X
Blocky, uniform facades are prohibited.	X
Buildings shall feature a combination of primary and secondary roof forms. Primary pitched roof forms shall be articulated by at least one (1) of the following elements. • Changes in plane and elevations • Dormers, gables, or clerestories • Transitions to secondary roofs over entrances, garages, porches, or bay windows	X
Roofs shall incorporate pitches of between 3:12 and 12:12; however, alternative roof forms may be permitted at the discretion of the Manager.	X
Roofing materials shall be appropriate to the architectural style of a building.	X
Where exposed to public view, roof materials shall be selected from enameled standing seam metal, concrete or clay tiles, copper metal, wood textured (architectural grade), or composition asphalt shingles.	X
The use of plastic, fiberglass, other metal, or glass visible to public view is prohibited.	X

(b) Supplemental architectural design detail for multi-family residential.

1. Rooftop amenities are not permitted within the suburban perimeter zone district. These amenities are permitted within the development node and town core zone districts.

a. Rooftop open space areas shall be included in all open space requirements and calculations.
b. Rooftop open spaces shall maintain adequate safety features to reduce the possibility of harm to residents, guests, and employees during use. These safety mechanisms shall be shown on the site plan submittal.

2. Ground floor active uses are required within the development node and town core zone districts.

~~(c) Building Materials~~

~~3. Permitted Materials. Exterior materials shall be permitted as follows:~~

~~a. Primary Materials:~~
~~(3) Brick, unpainted.~~
~~(4) Stone, unpainted~~

~~b. Secondary Materials:~~
~~(1) Any primary materials~~
~~(2) Glass~~
~~(3) Metal Siding~~
~~(4) Color Concrete~~
~~(5) Stucco (or equal or better simulated material)~~
~~(6) Horizontal Wood Clap board (or equal or better simulated material)~~

~~c. Accent Materials:~~
~~(1) Any Primary or Secondary Materials may be used as an accent material~~
~~(2) Wood trim (or equal or better simulated material)~~
~~(3) Precast stone, or wood moldings or similar architectural details (or equal or better simulated material)~~
~~(4) Prohibited Materials:~~
- ~~Vinyl Siding~~
- ~~EIFS~~

~~d. Material Changes. Except for accent materials, changes in the façade material shall only occur at horizontal expression lines, with the heavier material below the lighter material. Alternatively, changes in the material may occur at differentiated structural bays that meet the horizontal massing requirements.~~

Sec. 16.6.120. Multi-family landscaping and streetscape standards

The following Table 16.6.120.a establishes the landscape and streetscape design standards for all multi-family development and mixed-use development that incorporates multi-family housing. Additional regulations pertaining to open space, buffering, and pedestrian circulation can be found in Article 5, Division 1 of this Code. Using the Table:

- (X) denotes a requirement for that zone district
- (-) reflects that the associated standard does not apply for the specific zone district
- (*) denotes additional standards apply and are specified below the table
- Information other than an (X) or a (-) indicates specific development standards as specified in the cell
- SP column is the Suburban Perimeter Zone District
- DN column is the Development Node Zone District (including the Industrial Subzone)

- TC column is the Town Core Zone District
- The Rural Residential Zone District is not included as it does not permit Multi-Family Development

Table 16.6.120.a.~~10.b –~~ Multi-family ~~Open Space,~~ Landscaping and Streetscaping ~~Amenity~~ Design and Development Standards by Zone District

Landscaping	**Zone District**		
	SP	**DN**	**TC**
A minimum of 1 tree / 1,000 sqft of landscaped area shall be provided, subject to adopted water conservation policies.		X	
A minimum of 1 shrub / 150 sqft of landscaped area shall be provided and must be grouped and distributed throughout the site. With the Town Manager's approval, trees may be substituted for up to ½ of the required shrubs at the rate of 1 tree for every 10 shrubs.		X	
Irrigated turf or an alternative as approved by the Town Manager, shall be utilized for active recreation areas, and maintained to appropriate industry standards.		X	
Native grass is highly encouraged for areas that will not function as active recreation areas. Native grass must be weed-free and maintained at a maximum height of eight inches (8") following industry standard establishment timeframes.		X	
Live materials shall be located between the front of the building and adjacent roadways at the following minimum rates.	65%	50%	10%
Streetscaping	**Zone District**		
	SP	**DN**	**TC**
Perimeter treatment adjacent to roadways should include a landscape buffer of varying widths, with a minimum width of ten feet (10') and a maximum width of twenty feet (20'). An exception may be granted by the Town Manager for infill town center projects.		X	
A pathway at least six feet (6') in width shall be provided parallel to the street.		X	
A landscape strip ten feet (10') in width shall be planted with at least 1-large tree per thirty-five feet (35') of frontage between the street and pedestrian pathway. An exception may be granted by the Town Manager for infill town center projects.		75% shade / deciduous species 25% other approved species	
Coniferous / evergreen trees must be placed a minimum of ten feet (10') off the southern edge of a bike path or curb to minimize shading and icing concerns where possible.		X	

Sec. 16.6.130. ~~Supplemental Provisions –~~ Amenity ~~P~~points for multi-family residential *(Sec. 16.18.30(c))*

Amenities for residents should include active and passive spaces that are age-appropriate for current and future residents of all abilities. Credit shall be given for incorporated features as listed below. Credit may be provided for amenity features not included in this list. Such credit shall be based on the determination of the Town Manager, based on a review of the variety of amenities proposed. Final decision by the Town Manager may be appealed in accordance with the appeals procedures of this Code.

Table 16.6.140.a. Amenity Point Calculations for Multi-family Developments

<table>
<tr><th rowspan="2">Residential Unit Breakdown</th><th colspan="3">Zone District</th></tr>
<tr><th>SP</th><th>DN</th><th>TC</th></tr>
<tr><td>Up to 10 dwelling units</td><td colspan="3">1</td></tr>
<tr><td>11-30 Units</td><td>2</td><td>3</td><td>2</td></tr>
<tr><td>31-50 Units</td><td>3</td><td colspan="2">5</td></tr>
<tr><td>51-150 Units</td><td>5</td><td colspan="2">6</td></tr>
<tr><td>More than 151 dwelling units</td><td colspan="3">7</td></tr>
</table>

(a) Two (2) Amenity Points each
1. Pool
2. Community Clubhouse with Fitness Center included – large (more than 2,500 sqft)
3. Multifunctional playgrounds with commercial grade equipment – large (greater than 2,500 sqft playground zone area)

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

(c) One-half (.5) Amenity Points each
1. Dog Run
2. Fitness Center (fewer than 5 pieces of equipment)
3. Plazas, courtyards, community gazebo, or community gardens with irrigation systems and defined garden edges of at least 1,000 sqft in size
4. Public Art, as approved by the Town Manager
5. Picnic / Barbeque areas with commercial grade equipment
6. Multifunctional playgrounds with commercial grade equipment - small (less than 1,000 sqft playground zone area)
7. Rooftop solar arrays

Division 2 – Non-Residential Commercial and Office Design and Development ~~Criteria~~ Standards *(Ord. 2023-02, pg. 1, Article 19 "Non-Residential Use Design and Development Standards")*

Sec. 16.6.200. Overview.

(a) *Purpose.* The intent of this section is to apply enhanced design criteria and guidelines to all non-residential development within the Town.

(b) *Provisions.* The provisions of this section are in addition to the requirements of the underlying zone district and supersede the zone district requirements. In the event of a discrepancy between the two, the Town Manager's decision shall be final.

(c) *Applicability.* These standards apply to:
1. New nonresidential commercial and office development.
2. Modifications or additions to existing nonresidential commercial and office development, but only the portion of the development being modified.
3. Mixed-use developments that incorporate multi-family housing shall be subject to the multi- family design criteria of this code.

(d) *Site Design Considerations*
1. Buildings shall be arranged to frame, enclose, or give prominence to pedestrian corridors, outdoor gathering spaces, main street pedestrian or vehicle access corridors, or the corners of street intersections or entry points into the development.
2. Elements that shall be coordinated between adjacent sites include:
    a. Shared driveways for access;
    b. Linkages of internal vehicular and pedestrian circulation systems;
    c. Linkages of open space systems;
    d. Areas and access for refuse and recycling collection;
    e. Drainage and detention facilities; and
    f. Other improvements where a coordinated approach benefits the larger area.
3. Rooftop open space shall be included in all open space requirements.
    a. Rooftop open spaces shall maintain adequate safety features to reduce the possibility of harm during their use. These safety mechanisms shall be shown on the site plan submittal and shall be approved by the Town Manager.

Commented [JO1]: Relocated here from under the tables

Sec. 16.6.210. Non-Residential Commercial and Office Design and Development Standards *(Ord. 2023-02, pg. 2, Sec. 16.19.20)*

The following Tables 16.6.210.a., 16.6.210.b., and 16.6.210.c. establish the design standards for all non-residential commercial and office development. The tables capture building materials, colors, entrance features, vertical and horizontal articulation, transparency, and roof form. Using the Tables:

- (X) denotes a requirement for that zone district
- (-) reflects that the associated standard does not apply for the specific zone district
- (*) denotes additional standards apply and are specified below the table
- Information other than an (X) or a (-) indicates specific development standards as specified in the cell
- SP column is the Suburban Perimeter Zone District
- DN column is the Development Node Zone District (including the Industrial Subzone)
- TC column is the Town Core Zone District
- The Rural Residential Zone District is not included as it does not permit Non-Residential Commercial and Office Development

Table 16.6.210.a. Non-Residential Building Materials and Colors Design and Development Standards by Zone District

Building Materials*	Zone District		
	SP	DN	TC
Simple material finishes are encouraged, and matte finishes are preferred.			
Primary Materials Required	50% to 90%		
Secondary Materials Required	20% to 40%		
Accent Materials	10% to 30%		
Building Colors	**Zone District**		
	SP	**DN**	**TC**
Colors shall complement one another and fit the overall architectural character of the area and be context sensitive to surrounding buildings.	X		
Intense, bright, or fluorescent colors and glossy finishes shall not be used as the predominant color on any exterior wall or roof of any structure.	X		

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

1. Permitted Materials. No more than four (4) materials should be used, including the use of secondary and accent materials. Exterior materials shall be permitted as follows:
   a. Primary Materials:
      (1) Brick, unpainted
      (2) Natural Stone, unpainted
      (3) Other quality materials, such as repurposed materials
   b. Secondary Materials:
      (1) Any primary materials may be used as a secondary material
      (2) Glass *(i.e., clear, and semi-transparent)*
      (3) Metal Siding *(twenty five percent (25%) maximum per building façade)*
      (4) Color Concrete

(5) Stucco *(masonry)*
(6) Quality wood or composite siding or panels
(7) Architectural tiles
(8) Fiber cement board
(9) Other quality materials, such as repurposed materials

c. Accent Materials:
(1) Any Primary or Secondary Materials may be used as an accent material
(2) Wood trim *(or equal or better simulated material)*
(3) Precast stone, or wood moldings or similar architectural details *(or equal or better simulated material)*

d. Prohibited Materials:
(1) Vinyl Siding
(2) Exterior Insulation and Finish Systems *(EIFS)*
(3) Reflective or mirror glass

Table 16.6.210.b. Non-Residential Building Entrance Designs, Vertical and Horizontal Articulation Design and Development Standards by Zone District

Building Entrances	**Zone District**		
	SP	**DN**	**TC**
Building facades fronting a public street or civic open space shall include a primary entrance feature at ground level that is directly accessible from an adjacent sidewalk or pedestrian pathway.~~Facades that face a public street or civic open space shall contain a single-story primary entrance feature.~~		X	
Primary entrances must be clearly identifiable and directly oriented toward adjacent sidewalks or designated pedestrian routes to ensure convenient and visible pedestrian access~~Primary entrances shall be clearly defined and oriented to the sidewalk and primary pedestrian ways.~~		X	
Entrance features shall occur along a building frontage.	Every 75’		Every 50’
For a single-tenant building, façades shall be differentiated by horizontal massing techniques.		X	
Public entryways shall create architectural interest and variation from other portions of the building by incorporating the following features: • Changes in building plane through recesses and/or projections a minimum of two feet (2’) in dimension; • Canopies, awnings, arcades, galleries, or other overhangs; • Raised corniced parapets over the door; • Peaked roof forms; • Display windows; • Integrated architectural embellishments such as moldings; • Changes in building material, color, and/or texture; • Special paving treatments; • Other substantial design elements that add visual interest.	Minimum of 3 features		Minimum of 5 features

Commented [JO2]: Rephrase these two to capture the intent - ability to access via a sidewalk or other areas.

Corner buildings to be designed with angled entrances at the corner.	-	In an urban / walkable context	
Horizontal Articulation	**Zone District**		
	SP	**DN**	**TC**
Building façades greater than fifty feet (50') in length shall incorporate variations in the wall plane with projections, recesses, or other variations from the main mass having a depth of at least two feet (2').		X	
Building façades shall incorporate a change of materials as follows: • At least three (3) materials for street facing façades or when facing other public areas; and • At least two (2) materials for all other facades.		X	
Each building façade shall incorporate the following elements: • Change in building colors; • Change in textures; • Variation in window design; or • Other substantial design elements that add visual interest.	Minimum of 2 elements		Minimum of 3 elements
Remaining blank wall areas shall be broken-up by patterns of windows and doors, ornamental architectural details or changes in materials that are consistent with the architectural style of the building.		X	
Vertical Articulation	**Zone District**		
	SP	**DN**	**TC**
Buildings taller than twenty feet (20') shall be designed so the massing or façade articulation of the building presents a clear base, middle, and top.		X	
Visually heavier and more massive elements shall be incorporated at the building base with lighter elements above the base. Upper stories shall not appear heavier or demonstrate greater mass than the lower stories of the building.		X	
Lower levels of multi-story buildings are to be differentiated by incorporating elements such as the following: • Veneer banding or wainscot; • Change in materials and/or change in textures; • Heavier materials and darker colors on lower levels; • Integrated covered walkways, trellises, or architectural awnings; • Low planters and walls; or • Other substantial design elements that distinguish lower levels.		X	
Buildings shall incorporate four-sided design where all parts are perceived as a coordinated part of a unified whole. Specifically: • All sides shall exhibit the same quality, continuity, and durability of design including the same primary and secondary materials. Important sides can reflect priority in the allocation of materials. • All sides visible from streets, public spaces, or active portions of adjacent sites shall have a similar level of trim, accent material, details, and ornamentation. Greater importance shall be given to areas closest to the public realm or with greater visibility. Parts not exposed to the public may be designed for utility.		X	

Table 16.6.210.c. Non-Residential Transparency and Roof Form Design and Development Standards by Zone District

Commented [JO3]: Create intent and lead in to table.

Transparency *(windows, doors, and openings)*	Zone District		
	SP	DN	TC
Ground floor façades facing a public street or other public area shall contain windows and/or doorways.	50% minimum of the total area		
Upper floor facades facing a public street or other public area shall contain windows and/or doorways.	15% minimum of the total area		
Storefront display windows and doors shall allow visibility into and out of the store.	X		
Windows shall be accented and defined with detail elements, such as frames, sills, and lintels.	X		
Roof Form	**Zone District**		
	SP	**DN**	**TC**
No roofline along any building elevation shall exceed 30 feet in length without a visual variation that incorporates any of the following: • Projections or recessions of at least two feet (2') in depth; • Dormers; • Change in roof height of at least two feet (2'); or • Distinct architectural features.	X		
Roofs of buildings shall have parapets or enclosures concealing flat roofs and roof-top equipment from public view and be constructed of materials that match the building in quality and detail. Three-dimensional cornice treatments shall be incorporated as part of the architectural design.	X		
Roofs shall be designed to accommodate solar energy systems to the maximum extent practical.	X		
Roofing materials shall be appropriate to the building architecture.	X		

Sec. 16.6.220. Screening of ancillary uses and utilities

(a) Ancillary uses such as outdoor storage areas, trash and recycling areas, loading, and unloading areas, service areas, HVAC equipment, and on-site utilities shall be screened to the greatest extent possible from view of public rights-of-way, amenity and public spaces, and adjacent properties by a combination of walls, fences, landscaping, or other similar device and be incorporated into the overall site and building design.

(b) Building mounted utilities and equipment shall be screened from view of public rights-of-way, amenity and public spaces, and adjacent properties by a combination of walls, fences, landscaping, or other similar devices, and shall be painted to match the adjacent wall color, when applicable.

(c) Ancillary uses shall be located to the rear of the property or in a way that mitigates their potential impacts on surrounding properties and the public realm.

(d) Views of ancillary uses shall be separated from sidewalks and on-site pedestrian ways. Screening structures shall be made of the same materials as the principal structure if not placed behind the building.

(e) Outdoor display and storage areas shall not encroach on any portion of a walkway, drive aisles, required parking spaces, or landscape area unless otherwise authorized by this Code.

Sec. 16.6.230. Non-Residential Commercial and Office Landscaping and Streetscape Design and Development Standards ***(Ord. 2023-02, pg. 2, Sec. 16.19.20)***

Table 16.6.230.a. below establishes the landscaping and streetscape design standards for all non-residential commercial and office developments. Additional regulations pertaining to open space, buffering, and pedestrian circulation can be found in Article 5, Division 1 of this Code. Using the Tables:

- (X) denotes a requirement for that zone district
- (-) reflects that the associated standard does not apply for the specific zone district
- (*) denotes additional standards apply and are specified below the table
- Information other than an (X) or a (-) indicates specific development standards as specified in the cell
- SP column is the Suburban Perimeter Zone District
- DN column is the Development Node Zone District (including the Industrial Subzone)
- TC column is the Town Core Zone District
- The Rural Residential Zone District is not included as it does not permit Non-Residential Commercial and Office Development

Table 16.6.230.a – Non-Residential Landscaping and Streetscaping Design and Development Standards by Zone District

Landscaping	**Zone District**		
	SP	**DN**	**TC**
The following areas are required to be landscaped: • Bufferyards; • Plazas and courtyards; • Parking areas using islands/medians/perimeter plantings; • Streetscapes; • Stormwater areas; and • Unused portions of a site not already occupied by site features.	X	X	Site Dependent ~~Context Sensitive~~
A minimum of 1 tree / 1,000 sqft of landscaped area shall be provided, subject to adopted water conservation policies.	Minimum 50% shade/ deciduous Minimum 25% coniferous		

Commented [JO4]: Fix verbiage throughout - consider new icon that can be described above? Or another word.

<table>
<tr><td>A minimum of 1 shrub / 150 sqft of landscaped area shall be provided and must be grouped and distributed throughout the site. With approval, trees may be substituted for up to ½ of the required shrubs at the rate of 1 tree / 10 shrubs.</td><td colspan="3">X</td></tr>
<tr><td>Irrigated turf or an alternative as approved, shall be utilized for active recreation areas and maintained to appropriate industry standards.</td><td colspan="3">X</td></tr>
<tr><td>Native grass is highly encouraged for areas that will not function as active recreation areas. Native grass must be weed-free and maintained at a maximum height of eight inches (8") following industry standards for establishment timeframes.</td><td colspan="3">X</td></tr>
<tr><td>Landscaped areas shall be covered with live irrigated, lower water consuming ground cover, except for areas where additional hardscape is allowed or an alternative as approved.</td><td colspan="2">Minimum 75% of landscape area</td><td>~~Context Sensitive~~Site Dependent</td></tr>
<tr><td>Pedestrian walks and other hardscape landscape features and amenities may comprise the required landscape areas. Includes features such as outdoor seating areas, plazas with recreation and entertainment areas, water features, public art, and approved permeable pavement.</td><td colspan="2">Maximum 50% of landscape area</td><td>Maximum 75% of landscape area</td></tr>
<tr><td>Landscape buffers shall be provided in accordance with the buffering criteria of this Code.</td><td colspan="2">X</td><td>~~Context Sensitive~~Site Dependent</td></tr>
<tr><td>Parking lot landscaping shall be provided in accordance with the parking lot design criteria of this Code.</td><td colspan="3">X</td></tr>
<tr><td>Plazas and courtyards shall include following amenity element types:</td><td colspan="2">Minimum of 3 element types</td><td rowspan="2">Minimum of 4 element types</td></tr>
<tr><td>• Seating at 1 space / 150 square feet of plaza/courtyard area (seating may be provided with chairs and tables, benches, and/or seating walls);
• Trees appropriate for the space planted at 1 tree / 750 square feet of plaza or courtyard area;
• Art or creative features (i.e., water features, fire features, interactive features for families and kids);
• Areas and facilities for recreation, entertainment, or educational activities;
• Other appropriate amenities or design elements.</td><td colspan="2"></td></tr>
<tr><th rowspan="2">Streetscaping</th><th colspan="3">Zone District</th></tr>
<tr><th>SP</th><th>DN</th><th>TC</th></tr>
<tr><td>Perimeter treatment adjacent to roadways should include a landscape buffer of varying widths, with a minimum width of ten feet (10’) and a maximum width of twenty feet (20’). An exception may be granted by the Town Manager for infill town core projects.</td><td colspan="3">X</td></tr>
<tr><td>A pathway at least six feet (6’) in width shall be provided parallel to the street. The pathway shall be designed to provide adequate space for pedestrians, street furniture, outdoor seating areas, landscaping, and other amenities to enhance the pedestrian experience.</td><td>X</td><td>X</td><td>~~Context Sensitive~~Site Dependent</td></tr>
</table>

A landscape strip ten feet (10') in width shall be planted with at least 1 tree / 35 feet of frontage between the street and pedestrian pathway. The landscape strip, where applicable, shall be landscaped with irrigated lower water-consuming grass or other material suitable for the area. An exception may be granted by the Town Manager for infill town core projects.	75% shade / deciduous species 25% other approved species
Coniferous / evergreen trees shall be placed a minimum of ten feet (10') off the southern edge of a public street, sidewalk, or trail to minimize winter icing concerns where possible.	X

Sec. 16.6.240. Supplemental Provisions – Open Space and Landscaping ***(Ord. 2023-02, pg. 10, Sec. 16.19.40)***

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

(a) Open Space and Landscaping

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

Article 7 – Wireless Telecommunication Services and Facilities *(Chapter 16, Article 10)*

Sec. 16.7.10. Reserved. *(Sec. 16.10.10)*

Sec. 16.7.20. Use permitted by special review. *(Sec. 16.10.20)*

It is unlawful for any person to install or operate a wireless telecommunication service facility unless a use by special review has first been approved by the Town Council, as provided in Article 2, Chapter 16 of this Code. The approval of such use by special review does not relieve the operator from otherwise complying with all applicable regulatory requirements of the Town, state and federal governments.

Sec. 16.7.30. Application requirements. *(Sec. 16.10.30)*

(a) Site plans. The site plans for a wireless telecommunication service facility shall be submitted on one (1) or more plats or maps at a scale not less than 1" = 50', showing the following information:

1. Proposed size, location and boundaries of the commercial mobile radio service facility site, including existing and proposed topography at two (2)-foot intervals, referenced to USGS data, state plane coordinates and a legal description of the proposed site.
2. Elevations of all towers and equipment, indicating materials, overall exterior dimensions and colors.
3. True north arrow.
4. Locations and size of existing improvements and existing vegetation, if any, and location and size of proposed improvements, including any landscaping.
5. Existing utility easements and other rights-of-way of record, if any.
6. Location of access roads.
7. Names of abutting subdivisions or the names of owners of abutting, unplatted property within five hundred (500) feet of the site, zoning and uses of adjacent parcels.
8. Proof of ownership in a form acceptable to the Town.

(b) Vicinity maps. The vicinity maps submitted with an application under this article shall include one (1) or more maps showing the location of existing and planned commercial mobile radio service facilities belonging to the applicant that are within five (5) miles of the proposed facility. Planned facilities may be identified in general terms and need not be addressed specifically.

(c) Written narrative. The application shall include the following in narrative form:

1. The applicant's and surface owner's names, addresses, signatures and designation of agent, if applicable.
2. An explanation of the need for such a facility, operating Plan and proposed coverage area.

3. If a freestanding facility is proposed, an analysis of alternatives to a freestanding facility within a one (1)-mile radius of the facility.
4. A list of all permits or approvals obtained or anticipated to be obtained from local, state or federal agencies other than the Federal Communications Commission (FCC).
5. Affirmation that the proposed facility, alone or in combination with other like facilities, will comply with current FCC standards for cumulative field measurements of radio frequency power densities and electromagnetic fields.
6. Affirmation that the facility will comply at all times with current FCC regulations prohibiting localized interference with reception of television and radio broadcasts.
7. Affirmation that the facility will not interfere with any public safety frequencies servicing the Town's GMA and its residents.
8. Affirmation that, if approved, the applicant and surface owner will make the facility available on a reasonable basis to other service providers.
9. An explanation of compatibility with the Comprehensive Plan.

Sec. 16.7.40. Review criteria. *(Sec. 16.10.40)*

(a) The recommendation of the Planning Commission and the decision of the Town Council shall be based on whether the applicant has demonstrated that the proposed wireless telecommunication service facility meets the following standards:
  1. The site Plan complies with the foregoing requirements.
  2. The vicinity map complies with the foregoing requirements.
  3. The narrative for the application complies with the foregoing requirements.
  4. When applicable, complies with the setback and height requirements.
  5. When applicable, complies with the accessory building requirements.
  6. When applicable, complies with special review mitigation co-location requirements as set forth in Section 16.7.90 of this article.

(b) The review criteria shall be included in the ordinance granting approval of the special use.

Sec. 16.7.50. Height and setback requirements. *(Sec. 16.10.50)*

The following shall apply:

(a) Roof-mounted or building-mounted commercial mobile radio service facilities, including antennae, may not protrude above the parapet line of the building or structure nor more than eighteen (18) inches outside of the building wall, unless sufficient screening or other camouflage methods are demonstrated and accepted as part of the approval.

(b) Applicable zoning setback requirements of this article must be met. At a minimum, all freestanding facilities shall be set back at least five hundred (500) feet from all residentially zoned properties or residential structures on properties otherwise zoned.

Sec. 16.7.60. Accessory building requirements. *(Sec. 16.10.60)*

(a) Accessory buildings located on the ground shall be no larger than four hundred (400) square feet and must be constructed of durable, low-maintenance materials and must be architecturally compatible and integrated with existing buildings and structures. Sites with greater than one hundred (100) cubic feet of cabinet area that are visible from a public right-of-way or residentially zoned or used area must enclose the equipment in accessory structures acceptable to the Town.

(b) Accessory buildings and facilities are to be screened, to the extent possible, from public streets and sidewalks, either by screening, landscaping, location or other techniques deemed sufficient.

Sec. 16.7.70. Building-mounted or roof-mounted facilities. *(Sec. 16.10.70)*

Building-mounted or roof-mounted facilities shall be screened from public view, either by screening, location or other techniques deemed sufficient.

Sec. 16.7.80. Freestanding wireless telecommunication service facilities requirements. *(Sec. 16.10.80)*

All freestanding wireless telecommunication facilities shall be designed and constructed in such a manner that they are:

(a) Capable of serving, through original construction, expansion or replacement, a minimum of two (2) users.

(b) Constructed as a monopole, which tapers toward the top of the pole to the degree allowed by structural requirements, unless some other decorative or camouflage type of structure is proposed and approved.

(c) Of a neutral color, including fencing, buildings and cabinets or matching existing buildings.

(d) Holding only lighting required by the Federal Aviation Administration and no signage.

(e) No higher than fifty (50) feet from the ground, with an additional twenty (20) feet per co-locating user permitted, up to seventy (70) feet (exceptions may be granted upon request by the applicant).

(f) Constructed in accordance with a certified engineer's specifications and in compliance with all applicable building Code provisions.

Sec. 16.7.90. Special review mitigation measures for co-location. *(Sec. 16.10.90)*

(a) Unless demonstrated to be impractical, the Town shall require co-location of wireless telecommunication service facilities to minimize the number of sites.

(b) No wireless telecommunication service facility owner or operator shall unfairly exclude a competitor from using the same facility or location. Unfair exclusion of use by a competitor may result in the revocation of the use by special review or site development Plan.

Sec. 16.7.100. Application fees. *(Sec. 16.10.100)*

Each applicant shall submit a land use application (example available upon request from Town Staff) and pay applicable fees based on the current fee schedule. No approval will be issued until all fees are paid.

Sec. 16.7.110. Abandonment. *(Sec. 16.10.110)*

At the request of the Town, the operator must furnish a statement to the Town indicating the operational status of the facility. If the use has been discontinued, the date on which the facility was last used shall also be provided. Commercial mobile radio service facilities not used for a continuous period of six (6) months shall be disassembled within twelve (12) months of the last use.

Sec. 16.7.120. Penalty. *(Sec. 16.10.120)*

Any person who constructs, installs or uses, or who causes to be constructed, installed or used, any wireless telecommunication service facility in violation of any provision of this article or the conditions and requirements of the use by special review approval, may be punished as provided in Article 1, Chapter 16 of this Code. Each day of unlawful operation constitutes a separate violation.

Sec. 16.7.130. Civil action. *(Sec. 16.10.130)*

In the event that any building or structure is or is proposed to be erected, constructed, reconstructed, altered or used, or in the event that any land is or is proposed to be used in violation of any provision of this article or the conditions and requirements of the use by special review approval, the Town, in addition to the other remedies provided by law, ordinance or resolution, may institute an injunction, mandamus, abatement or other appropriate action or proceeding to prevent, enjoin, abate or remove such unlawful erection, construction, reconstruction, alteration or use.

Article 7 – Wireless Telecommunication Services and Facilities *(Chapter 16, Article 10)*

Sec. 16.7.10. ~~Prohibited zoning districts~~Reserved. *(Sec. 16.10.10)*

~~Wireless telecommunication service facilities shall not be permitted in residential zoning districts.~~

Sec. 16.7.20. Use permitted by ~~conditional~~ special review. *(Sec. 16.10.20)*

It is unlawful for any person to install or operate a wireless telecommunication service facility unless a ~~use by conditional review~~use by special review has first been approved by the Town Council, as provided in Article 2, Chapter 16 of this Code. The approval of such ~~use by conditional review~~use by special review does not relieve the operator from otherwise complying with all applicable regulatory requirements of the Town, state and federal governments.

Sec. 16.7.30. Application requirements. *(Sec. 16.10.30)*

(a) Site plans. The site plans for a wireless telecommunication service facility shall be submitted on one (1) or more plats or maps at a scale not less than 1" = 50', showing the following information:

1. Proposed size, location and boundaries of the commercial mobile radio service facility site, including existing and proposed topography at two (2)-foot intervals, referenced to USGS data, state plane coordinates and a legal description of the proposed site.
2. Elevations of all towers and equipment, indicating materials, overall exterior dimensions and colors.
3. True north arrow.
4. Locations and size of existing improvements and existing vegetation, if any, and location and size of proposed improvements, including any landscaping.
5. Existing utility easements and other rights-of-way of record, if any.
6. Location of access roads.
7. Names of abutting subdivisions or the names of owners of abutting, unplatted property within five hundred (500) feet of the site, zoning and uses of adjacent parcels.
8. Proof of ownership in a form acceptable to the Town.

(b) Vicinity maps. The vicinity maps submitted with an application under this article shall include one (1) or more maps showing the location of existing and planned commercial mobile radio service facilities belonging to the applicant that are within five (5) miles of the proposed facility. Planned facilities may be identified in general terms and need not be addressed specifically.

(c) Written narrative. The application shall include the following in narrative form:

1. The applicant's and surface owner's names, addresses, signatures and designation of agent, if applicable.

2. An explanation of the need for such a facility, operating Plan and proposed coverage area.
3. If a freestanding facility is proposed, an analysis of alternatives to a freestanding facility within a one (1)-mile radius of the facility.
4. A list of all permits or approvals obtained or anticipated to be obtained from local, state or federal agencies other than the Federal Communications Commission (FCC).
5. Affirmation that the proposed facility, alone or in combination with other like facilities, will comply with current FCC standards for cumulative field measurements of radio frequency power densities and electromagnetic fields.
6. Affirmation that the facility will comply at all times with current FCC regulations prohibiting localized interference with reception of television and radio broadcasts.
7. Affirmation that the facility will not interfere with any public safety frequencies servicing the Town's GMA and its residents.
8. Affirmation that, if approved, the applicant and surface owner will make the facility available on a reasonable basis to other service providers.
9. An explanation of compatibility with the Comprehensive Plan.

Sec. 16.7.40. Review criteria. *(Sec. 16.10.40)*

(a) The recommendation of the Planning Commission and the decision of the Town Council shall be based on whether the applicant has demonstrated that the proposed wireless telecommunication service facility meets the following standards:
1. The site Plan complies with the foregoing requirements.
2. The vicinity map complies with the foregoing requirements.
3. The narrative for the application complies with the foregoing requirements.
4. When applicable, complies with the setback and height requirements.
5. When applicable, complies with the accessory building requirements.
6. When applicable, complies with ~~conditional~~ special review mitigation co-location requirements as set forth in Section 16.7.90 of this article.

(b) The review criteria shall be included in the ordinance granting approval of the special~~conditional~~ use.

Sec. 16.7.50. Height and setback requirements. *(Sec. 16.10.50)*

~~In all performance districts where wireless telecommunication service facilities are allowed as uses by conditional review, t~~The following shall apply:

(a) Roof-mounted or building-mounted commercial mobile radio service facilities, including antennae, may not protrude above the parapet line of the building or structure nor more than eighteen (18) inches outside of the building wall, unless sufficient screening or other camouflage methods are demonstrated and accepted as part of the approval.

(b) Applicable zoning setback requirements of this article must be met. At a minimum, all freestanding facilities shall be set back at least five hundred (500) feet from all residentially zoned properties or residential structures on properties otherwise zoned.

Sec. 16.7.60. Accessory building requirements. *(Sec. 16.10.60)*

(a) Accessory buildings located on the ground shall be no larger than four hundred (400) square feet and must be constructed of durable, low-maintenance materials and must be architecturally compatible and integrated with existing buildings and structures. Sites with greater than one hundred (100) cubic feet of cabinet area that are visible from a public right-of-way or residentially zoned or used area must enclose the equipment in accessory structures acceptable to the Town.

(b) Accessory buildings and facilities are to be screened, to the extent possible, from public streets and sidewalks, either by screening, landscaping, location or other techniques deemed sufficient.

Sec. 16.7.70. Building-mounted or roof-mounted facilities. *(Sec. 16.10.70)*

Building-mounted or roof-mounted facilities shall be screened from public view, either by screening, location or other techniques deemed sufficient.

Sec. 16.7.80. Freestanding wireless telecommunication service facilities requirements. *(Sec. 16.10.80)*

All freestanding wireless telecommunication facilities shall be designed and constructed in such a manner that they are:

(a) Capable of serving, through original construction, expansion or replacement, a minimum of two (2) users.

(b) Constructed as a monopole, which tapers toward the top of the pole to the degree allowed by structural requirements, unless some other decorative or camouflage type of structure is proposed and approved.

(c) Of a neutral color, including fencing, buildings and cabinets or matching existing buildings.

(d) Holding only lighting required by the Federal Aviation Administration and no signage.

(e) No higher than fifty (50) feet from the ground, with an additional twenty (20) feet per co-locating user permitted, up to seventy (70) feet (exceptions may be granted upon request by the applicant).

(f) Constructed in accordance with a certified engineer's specifications and in compliance with all applicable building Code provisions.

Sec. 16.7.90. Special review~~Conditional~~ mitigation measures for co-location. *(Sec. 16.10.90)*

(a) Unless demonstrated to be impractical, the Town shall require co-location of wireless telecommunication service facilities to minimize the number of sites.

(b) No wireless telecommunication service facility owner or operator shall unfairly exclude a competitor from using the same facility or location. Unfair exclusion of use by a competitor may result in the revocation of the ~~use by conditional review~~use by special review or site development Plan.

Sec. 16.7.100. Application fees. *(Sec. 16.10.100)*

Each applicant shall submit a land use application (example available upon request from Town Staff) and pay applicable fees based on the current fee schedule. No ~~permit~~ approval will be issued until all fees are paid.

Sec. 16.7.110. Abandonment. *(Sec. 16.10.110)*

At the request of the Town, the operator must furnish a statement to the Town indicating the operational status of the facility. If the use has been discontinued, the date on which the facility was last used shall also be provided. Commercial mobile radio service facilities not used for a continuous period of six (6) months shall be disassembled within twelve (12) months of the last use.

Sec. 16.7.120. Penalty. *(Sec. 16.10.120)*

Any person who constructs, installs or uses, or who causes to be constructed, installed or used, any wireless telecommunication service facility in violation of any provision of this article or the conditions and requirements of the ~~conditional~~ use by special ~~use~~ review approval~~permit~~, may be punished as provided in Article 1, Chapter 16 of this Code. Each day of unlawful operation constitutes a separate violation.

Sec. 16.7.130. Civil action. *(Sec. 16.10.130)*

In the event that any building or structure is or is proposed to be erected, constructed, reconstructed, altered or used, or in the event that any land is or is proposed to be used in violation of any provision of this article or the conditions and requirements of the use by special review ~~special use permit~~approval, the Town, in addition to the other remedies provided by law, ordinance or resolution, may institute an injunction, mandamus, abatement or other appropriate action or proceeding to prevent, enjoin, abate or remove such unlawful erection, construction, reconstruction, alteration or use.

Article 8 – Oil and Gas Drilling and Production Facilities *(Chapter 16, Article 11)*

Sec. 16.8.10. Purpose. *(Sec. 16.11.10)*

(a) These regulations are enacted to provide for the safety, preserve the health, promote the prosperity, and improve the morals, order, comfort, and convenience of the present and future residents of the Town. By enacting these regulations, the Town' intends to facilitate the development of oil and gas resources within the Town while mitigating potential land use conflicts between such development and existing and planned land uses.

(b) It is recognized that, under state law, the surface and mineral estates are separate and distinct interests in land and that one (1) may be severed from the other. Owners of subsurface mineral interests have certain legal rights and privileges, including the right to use that part of the surface estate reasonably required to extract and develop their subsurface mineral interests, subject to compliance with the provisions of these regulations and any applicable statutory and regulatory requirements.

(c) The state has a recognized interest in fostering the efficient development, production and utilization of oil and gas resources and the prevention of waste and protection of the correlative rights of common source owners and producers to a fair and equitable share of production profits. Similarly, owners of the surface estate have certain legal rights and privileges, including the right to have the mineral estate developed in a reasonable manner.

(d) Municipal governments have a recognized, traditional authority and responsibility to regulate land use within their jurisdiction. These regulations are intended as an exercise of this land use authority.

Sec. 16.8.20. Definitions. *(Sec. 16.11.20)*

All terms used in this article that are defined in the Act or in commission regulations and not otherwise defined in this section are defined as provided in the Act or in such regulations as of the effective date of this article. All other words used in this article are given their usual, customary, and accepted meaning, and all words that are of a technical nature or peculiar to the oil and gas industry shall be given the meaning that is generally accepted in the oil and gas industry. When not otherwise clearly indicated by the context of the matter, the following words and phrases used in this article have the following meanings:

- *Act* means the Oil and Gas Conservation Act of the state.
- *Commission* or *ECMC* means the Colorado Energy and Carbon Management Commission.
- *Day* means a period of twenty-four (24) consecutive hours.

- *Injection well* means any hole drilled into the earth into which fluids are injected for the purposes of secondary recovery, storage, or disposal, pursuant to authorizations granted by the Commission.
- *Inspector* means any person designated by the Town or the Town's designee, who shall have the authority to inspect well sites to determine compliance with this article and other applicable ordinances of the Town.
- *Management Plan* refers to the required use by special review site plan submittal item addressing specific aspects of the oil and gas operation.
- *Oil and gas well* means any hole drilled into the earth for the purpose of exploring for or extracting oil, gas, or other hydrocarbon substances.
- *Operating Plan* means a general description of a well site or production site identifying purpose, use, typical staffing, seasonal or periodic considerations, routine hours of operating, source of services/infrastructure and any other information related to regular functioning of that facility.
- *Operator* means the person designated by the working interest owners as operator and named in Commission Form 2 or a subsequently filed Commission Form 10.
- *Owner* means a person possessing a mineral interest or a leasehold interest in minerals.
- *Production site* means the area surrounding proposed or existing production pits or other accessory equipment required for oil and gas production, at which may also be located tanks and tank batteries, exclusive of transmission and gathering pipelines.
- *Reclamation and Landscape Plan* refers to the required submittal items illustrating long-term plans for site treatments and function. See Section 16.8.40 for a full definition
- *Reentering* means accessing an existing well bore for either the original or amended purpose, provided that such well has not been abandoned.
- *Sidetracking* means entering the same well head from the surface but not necessarily following the same well bore throughout its subsurface extent when operational deviation from such well bore is necessary to reach the objective depth because of an engineering problem.
- *Twinning* means the drilling of a well within a radius of fifty (50) feet from an existing well bore when the well cannot be drilled to the objective depth or produced because of an engineering problem, such as a collapsed casing or formation damage.
- *Use tax* means the tax paid by a consumer for using, storing, distributing or otherwise consuming tangible personal property or taxable services inside the Town.
- *Well* means an oil and gas well or an injection well.
- *Well site* means that area surrounding a proposed or existing well and accessory structures and equipment necessary for drilling, completion, recompletion, work-over, development and production activities.

- *Wellhead* means the equipment attaching the surface equipment to the well bore equipment at the well.

Sec. 16.8.30. Requirements and procedures. *(Sec. 16.11.30)*

(a) Proposed new wells, redrilling certain wells and other specific enhancements.

1. It shall be unlawful for any person to drill a well that has not been previously approved under this article, reactivate a plugged or abandoned well or perform initial installation of accessory equipment or pumping systems (in cases where a well is not being drilled), unless a use by special review approval has first been granted by the Town in accordance with the procedures defined in this Article and Article 2.
2. The granting of such use by special review shall not relieve the operator from otherwise complying with all applicable regulatory requirements of the Town, the state, and the United States.
3. When a use by special review has been granted for a well, reentry of such well for purposes of sidetracking, twinning, deepening, recompleting or reworking shall not require a separate use by special review approval.
4. The use by special review is limited to the current proposed facilities as shown in the approved plan. After initial completion of a well, to place additional equipment on a tank battery or wellhead location that was not shown in the approved plan, the applicant must notify the Town of installation of such additional equipment, except in a situation where additional equipment is necessary for a period of fourteen (14) days or less.
5. Within thirty (30) days after completion of operations, the applicant shall provide to the Town "as-built" drawings that show all facilities, pipelines, flow lines and gathering lines that the applicant has placed on the land subject to this process.

(b) Right of entry. For the purpose of implementing and enforcing this article, duly authorized Town personnel or contractors may enter onto the subject property upon notification of the operator, applicant, lessee or other party holding a legal interest in the property. If entry is denied, the Town shall have the authority to discontinue application processing, revoke approvals and applications or obtain an order from a court to obtain entry.

(c) Inspection. The operator or applicant shall provide the telephone number of a contact person who may be reached twenty-four (24) hours a day, seven (7) days a week for purposes of being notified of any proposed Town inspection under this section or in case of emergency. Any approved oil and gas operations and facilities may be inspected by the Town at any time to ensure compliance with the requirements of the approval, provided that at least one (1) hour's prior notice is given to the contact person at the telephone number supplied by the operator or applicant. Calling the number (or leaving a message on an available answering machine or voice mail service at the number) at least one (1) hour in advance of the proposed inspection shall constitute sufficient prior notice if the contact person does not answer. By accepting the Town's use by special review approval, the operator or applicant consents to such inspections. The cost of any Town inspection deemed reasonable and necessary to implement or enforce this article shall be borne by the operator or applicant.

(d) Use tax. All operators must conform to applicable provisions of this Code and the municipal Code relating to taxation.

(e) Application fee. A nonrefundable fee in the amount set in the current Town fee schedule shall accompany the application.

Sec. 16.8.40. Application elements. *(Sec. 16.11.40)*

An application for a use by special review pursuant to Article 2 and the supplemental requirements of this Article shall be filed with the Town and shall include the following information:

(a) Application requirements, site plan. The site plans for a well site submitted with an application for a use by special review shall be submitted on one (1) or more plats or maps, at a scale not less than 1" = 50', showing the following information:

1. The proposed location of production site facilities or well site facilities associated with the well in the event production is established, if applicable. Future development of the resource shall be considered in the location of the tank battery. Existing tank batteries and transmission and gathering lines within six hundred sixty (660) feet of the well site shall be shown.
2. The location of layout, including, without limitation, the position of the drilling equipment and related facilities and structures including appropriate sound walls to be installed throughout drilling process. Sound wall determination will be based on a sound study provided by the applicant and reviewed by the Town.
3. True north arrow.
4. Existing improvements, if any, within a radius of six hundred sixty (660) feet of the proposed well.
5. Existing utility easements and other rights-of-way of record, if any, within a radius of six hundred sixty (660) feet of the proposed well.
6. Existing irrigation or drainage ditches within six hundred sixty (660) feet of the well site or production site, if any.
7. Existing FEMA one hundred (100)-year floodplains or floodway within six hundred sixty (660) feet of the well site or production site, if any.
8. The applicant's drainage and erosion control plans for the well site or production site and the area immediately adjacent to such site, if applicable.
9. Location of access roads.
10. Well site or production site and existing lease boundaries.

11. The names of abutting subdivisions or the names of owners of abutting, unplatted property within six hundred sixty (660) feet of the well site or production site.
12. The name and address of the operator and the name of the person preparing the site plan or map.

(b) Application requirements, vicinity maps. The vicinity maps for a well site or production site submitted with an application for a use by special review shall be submitted on one (1) or more plats or maps showing the following information:
1. Location of all existing water bodies and watercourses, including direction of water flow. This information shall be submitted on USGS 7.5-minute series or assessor base maps that indicate topographic detail and show all existing water bodies and watercourses with a physically defined channel within a four hundred (400)-foot radius of the proposed well.
2. Location of existing oil and gas wells as reflected in ECMC records. This information shall be submitted on a map and shall include all wells within a one thousand (1,000)-foot radius of the proposed location for the well.
3. Location of drill site. The information to be submitted shall be ECMC Form 2 and shall include the parcel tax identification number.

(c) Application requirement, narrative. In addition to the site plans and the vicinity maps required in subsection (b) of this Section, the application shall include the following elements called out with clearly delineated headers or sections:
1. The operator's and surface owner's names and addresses, copies of any required ECMC Form 2 and designation of agent, if applicable.
2. An operating plan.
3. Landscape and Reclamation Plan. All applications for a use by special review to construct, drill and operate any oil and gas operations within the jurisdiction of the Town shall include a reclamation and landscape plan (“plan") for the area used for production after drilling, fracking, finishing and the installation of tanks, separators, pipelines, compressors, pump-jacks or other equipment used for production on the site ("pad site"). Such plan shall show fencing, berming, screening, landscaping, and access roadways, along with other improvements necessary to screen and buffer the pad site from surrounding properties.
    a. Any pad site, or a portion of a pad site that is located within two hundred feet (200') of a public roadway shall require berming, irrigated landscaping with trees (one and one-half inch (1.5") caliper, deciduous; six foot (6') tall conifer, minimum), clustered and/or spaced thirty feet (30') OC, fencing and/or other improvements that adequately screen the view from the roadway, mitigate sound and add aesthetic elements consistent with surrounding properties or approved development concept plans within the Town. These improvements shall run the entire length of any roadway facing side and shall extend a minimum of fifty feet (50') outside the boundary of the pad site.

   b. Pad sites located farther than two hundred feet (200') from any roadway or sides of Pad Sites that are within two hundred feet (200') but do not face a roadway shall be fenced with solid metal or wood fencing that is a minimum of six feet (6') high on all perimeter boundary lines of the pad site. The area outside the pad site shall be planted with drought-tolerant grasses. Weed-free hay or straw mulch shall be crimped into the soil.
   c. All fencing and/or landscaping shall be included in an overall reclamation and landscape plan submitted with any use by special review application. The plan must show both short- and long-term production components and their relationship to the surrounding landscape and must accurately represent the information requested in the management plan. Landscaping, fencing, irrigation, and seeding shall be warranted for a minimum of one (1) year, and as a part of the management plan, the applicant will include a long-term plan for maintenance of these components.
4. A list of all permits or approvals obtained or yet to be obtained from local, state, or federal agencies other than the ECMC.
5. An emergency response plan that is mutually acceptable to the operator and the appropriate fire district that includes a list of local telephone numbers of public and private entities and individuals to be notified in the event of an emergency, the location of the well and provisions for access by emergency response entities.
6. A plan for weed control at the well site.
7. A fire protection plan that is mutually acceptable to the operator and the appropriate fire district that includes planned actions for possible emergency events and any other pertinent information. Prior to application to the Town, a proposed fire protection plan and emergency response plan shall be submitted to and reviewed by the fire district.
8. Sanitary facilities must comply with ECMC regulations.
9. Completed management plan that thoroughly addresses all elements listed as follows and on the land use application. These items should be called out with headers in the document and shall include timelines of installation, removal, or impact, if applicable:
   a. Enumerate the components of the well site.
   b. Define the layout of the oil and gas components in this development.
   c. Define clearly how the proposed oil and gas development interfaces with the following:
      (1) The Comprehensive Plan (all sections).
      (2) Land use.
      (3) The zoning district.
      (4) Connectivity.
      (5) Density.
      (6) Open space.
   d. Define the proposed access for this oil and gas development as follows:
      (1) Define the treatments that will be applied to the roadways on the perimeter and internal to the site.

(2) Define how the oil and gas site functions with the proposed access(s).
(3) Define what improvements will be made to the streetscape (if applicable).
(4) Define how entries to the oil and gas development are enhanced.

e. Define the setbacks proposed for these facilities both during initial operation and long term.
f. Define the fencing plan for the oil and gas development, both during drilling and long term.
g. Define how the oil and gas improvements will be managed.
h. Define the planned truck routes and how the oil and gas traffic will affect Severance transportation.
i. Define how the landscape design will be achieved.
j. Define the irrigation system and explain sources of water.
k. Explain how stormwater will be managed.
l. Explain how the landscape will be maintained.
m. Explain how parking will be addressed.
n. Explain how exterior lighting will be addressed.
o. Enumerate the potential impact on adjacent neighborhoods.
p. If noise or smells are associated with the development, define the plans for mitigation.

Sec. 16.8.50. Review criteria. *(Sec. 16.11.50)*

(a) The Town Council shall approve an application for a use by special review for a well site if the application conforms to the following requirements:
1. The site plans for a well site application comply with the requirements of this Article.
2. The vicinity maps for a well site application comply with the requirements of this Article.
3. The narrative for a well site application complies with the requirements of this Article.
4. When applicable, complies with the provisions for geologic hazards, floodplains or floodway required in Section 16.8.100 of this Article.
5. When applicable, complies with the provisions for wildlife mitigation procedures required in Section 16.8.130 of this Article.

(b) Town Council public hearing and action. The Town Council shall review and act on the recommendation of the Planning Commission regarding the use by special review site plan as a regular agenda item. The Town Council may choose to approve, approve with conditions, or take no action on the use by special review site plan. The standard appeal process will apply to any applicant dispute with the final action. This process is described in Article 2, Chapter 16 of this Code.

Sec. 16.8.60. Notice to proceed. *(Sec. 16.11.60)*

Prior to commencement of operations for which a use by special review has been approved, a "Notice to Proceed" shall be obtained from the Town. The Town shall issue the "Notice to Proceed" upon receipt of the following:

(a) A copy of the resolution approving a use by special review for a well or wells

(b) A copy of the approved site plan

(c) A copy of an approved extra-legal vehicle or load permit issued by the Town pursuant to this Code, if applicable

(d) Copies of any necessary state or federal permits issued for the operation, if not previously submitted

Sec. 16.8.70. Building permit. *(Sec. 16.11.70)*

Building permits must be obtained for all aboveground structures to which the International Building Code applies.

Sec. 16.8.80. Development setbacks from wells and facilities. *(Sec. 16.11.80)*

(a) When wells are existing, buildings shall not be constructed within the following distances:
   1. Buildings not necessary to the operation of the well shall not be constructed within three hundred and fifty (350) feet of any such well and/or facility.
   2. Buildings to be used as places of assembly, institutions or schools shall not be constructed within five hundred (500) feet of any well and/or facility.

(b) When wells are existing, lots and roads shall not be platted within the following distances:
   1. Lots shall not be platted within three hundred and fifty (350) feet of an existing oil or gas well or its production facilities.
   2. Lots intended to be used as places of assembly, institutions or schools shall not be platted to allow a building site within five hundred (500) feet of an existing oil or gas well or its production facilities.
   3. Streets shall not be platted within one hundred and fifty (150) feet of an existing oil or gas well or its production facilities, provided that streets may cross collection flowlines at right angles.
   4. Lots shall not be platted within fifty (50) feet of well and production sites that have been plugged, abandoned, and reclaimed. Such platting shall only occur after the completion of the plugging, abandonment, and reclamation process. Plugged and abandoned wells shall be platted in their own separate non-buildable tract with adequate access.

Commented [JO1]: Mary Lynn to check.

Commented [AS2R1]: The local government gets to choose the setback from a well for new development. The state gets to choose how close a well can go to an existing development.

5. Plugged and abandoned wells that are not visible shall be exposed, with the facility owner's permission, and their exact location shall be surveyed by a professional land surveyor. The plugged and abandoned well shall be backfilled and compacted. The location of the plugged and abandoned well shall be permanently marked with a visible post indicating the ECMC and American Petroleum Institute (API) well number.
6. Oil and gas pipelines shall be located within a minimum thirty-foot-wide (30') non-buildable tract or easement and no closer than fifty (50) feet to an occupied structure. The oil and gas pipeline shall be centered in the tract and in no case less than ten (10) feet from the edge of the tract. Oil and gas pipelines shall not be placed within public right-of-way, other public lands and/or lots intended for future development. This requirement does not apply to natural gas pipelines that provide retail service.

Sec. 16.8.90. Compliance with state environmental requirements. *(Sec. 16.11.90)*

The approval of an oil and gas use by special review shall not relieve the operators from complying with all current applicable state and federal regulations and standards concerning air quality, water quality and waste disposal. Additionally, applicant must adhere to all Town of Severance fugitive dust requirements.

Sec. 16.8.100. Geologic hazard, floodplain, floodway location restrictions. *(Sec. 16.11.100)*

All equipment at well sites and production sites in geological hazard and floodplain areas shall be anchored to the extent necessary to resist flotation, collapse, lateral movement, or subsidence and to the extent necessary to comply with the Federal Emergency Management Act.

Sec. 16.8.110. Access roads. *(Sec. 16.11.110)*

All private roads used to maintain access to the tank batteries, or the well site shall be improved and maintained according to the following standards:

(a) Tank battery access roads. Access roads to tank batteries shall be subject to review by the Town Engineering accordance with the following minimum standards:

   1. A graded gravel roadway having a prepared subgrade and an aggregate base course surface a minimum of eight (8) inches thick. Subgrade section shall be scarified a minimum depth of nine (9) inches, moisture conditioned to within +/- two percent (2%) of the material's optimum moisture content as determined by ASTM Specification D698 and compacted to at least ninety-five percent (95%) of the material's maximum dry density as determined by the standard Proctor test. The aggregate material, at a minimum, shall meet the requirements for Class 5 or 6, Aggregate Base Course as specified for aggregate base course materials in the Colorado Department of Transportation's "Standard Specifications for Road and Bridge Construction," latest

edition. Additional requirements may be imposed dependent on the type and frequency of vehicles using the access roads.

2. Graded so as to provide drainage from the roadway surface and constructed to allow for cross-drainage of waterways (such as roadside swales, gulches, rivers, creeks, and the like) by means of an adequate culvert pipe (adequacy of pipe subject to approval by the Town Engineer)
3. Maintained so as to provide a passable roadway free of ruts at all times

(b) Wellhead access roads. Access roads to wellheads shall be subject to review by the Town Engineer accordance with the following minimum standards:
1. A graded, dirt roadway shall be scarified a minimum depth of nine (9) inches, moisture conditioned to within +/- two percent (2%) of the material's optimum moisture content as determined by ASTM Specification D698 and compacted to at least ninety-five percent (95%) of the material's maximum dry density as determined by the standard Proctor test. Additional requirements may be imposed dependent on the type and frequency of vehicles using the access roads.
2. Graded so as to provide drainage from the roadway surface and constructed to allow for cross-drainage of waterways by means of an adequate culvert pipe (adequacy of pipe subject to approval by the Town Engineer)
3. Maintained so as to provide a passable roadway generally free of ruts

(c) Public access roads. An extra-legal vehicle or load permit shall be required for all extra-legal vehicles or loads that use Town streets, as defined in Sections 42-4-401 through 42-4-414, CRS. Said permit, if required, shall be obtained from the Town prior to such use. The applicant shall comply with all Town and state regulations regarding weight limitations on streets within the Town, and the applicant shall minimize extra-legal truck traffic on streets within the Town.

Sec. 16.8.120. Public roads impact. *(Sec. 16.11.120)*

(a) Every permit issued by the Town shall require the applicant or operator to pay a fee that is sufficient to pay the estimated cost for all impacts that the proposed operation may cause to facilities owned or operated by the Town or used by the general public, including but not limited to:
1. Repair and maintenance of roads.
2. Bridges and other transportation infrastructure.
3. Improvements made or to be made by the Town to accommodate the operations and to protect public health, safety, and welfare.
4. Costs incurred to process and analyze the application, including the reasonable expenses paid to independent experts or consultants.

(b) The Town shall establish a mechanism to assess and obtain payment of such fees, subject to the right of the Town to request additional funds if the fees prove to be insufficient or to refund surplus funds to the operator if the fees paid exceed the true cost of the impacts.

(c) The Town may further require that the applicant or operator or both post a bond in an amount to be set during the site plan phase as security in the event that additional damages occur to facilities owned or operated by the Town or used by the general public.

(d) As a condition of issuance of the permit and on an as-needed basis, the Town may require that additional site-specific measures be undertaken by the applicant or operator in order to protect and preserve facilities owned or operated by the Town or used by the general public.

(e) Applicant or operator shall provide tracking pad at any point of access to public right-of-way.

(f) Applicant or operator is responsible for any damage to the public roads adjacent to proposed access. Public works department will inspect access upon completion and monitor throughout its use.

Sec. 16.8.130. Wildlife impact mitigation. *(Sec. 16.11.130)*

applicant will be required to conform with any regulations of the Colorado Wildlife Commission regarding any wildlife impacts that are a direct result of the proposed well site.

Sec. 16.8.140. Emergency response costs. *(Sec. 16.11.140)*

The operator shall reimburse the Town or the responsible fire district for any emergency response costs incurred by the Town or the responsible fire district in connection with activity at the well site or production site, except that the operator shall not be required to pay for emergency response costs where the response was precipitated by a mistake of the Town.

Sec. 16.8.150. Violation and enforcement. *(Sec. 16.11.150)*

(a) Unlawful to construct or install unapproved oil and gas facilities. Except as otherwise provided in this article, it is unlawful to construct, install or cause to be constructed or installed any oil and gas facility within the Town unless approval has been granted by the Town Council. The unlawful drilling or redrilling of any well or the production therefrom is a violation of this article.

(b) Penalty. Any person, firm, corporation or legal entity that constructs, installs or uses or causes to be constructed, installed or used any oil, gas or injection well, well site or production site or commits any act or omission in violation of any provision of this article or the conditions and requirements of the oil and gas use by special review approval may be punished by a fine of not more than one thousand dollars ($1,000.00). Each day of such unlawful operation constitutes a separate violation.

1. Suspension of approval. If the Town determines at any time that there is a violation of the conditions of the use by special review approval or that there are material changes in an oil and gas operation or facility as approved, the Town may, for good cause, temporarily suspend the use by special review approval. In such cases, upon oral or written notification by the Town, the operator shall cease operations immediately. The Town shall provide the operator with written notice of the violation or identification of the changed conditions. The operator shall have a maximum of fifteen (15) days to correct the violation. If the violation is not timely corrected, the approval may be further suspended pending a revocation hearing. The operator may request an immediate hearing regarding the suspension before the Town Council or committee, which shall hold the hearing within ten (10) days of the operator's written request.
2. Revocation of approval. The Town Council or committee may, following notice and hearing, revoke a Town-approved use by special review granted pursuant to this article if any of the activities conducted by the operator violate the conditions of the approval or this article or constitute material changes in the oil and gas operation approved by the Town. The Town shall provide to the operator written notice of the violation or the material changes and the time and date of the hearing. No less than thirty (30) days prior to the revocation hearing, the Town shall provide to the applicant and operator written notice setting forth the violation and the time and date of the revocation hearing. Public notice of the revocation hearing shall be published in a newspaper of general circulation not less than thirty (30) days prior to the hearing. Following the hearing, the Town may revoke the approval or specify a time by which action shall be taken to correct any violations of the approval to avoid revocation.
3. Transfer of approval. A use by special review approval may be transferred only with the written consent of the Town.
4. Judicial review. Any action seeking judicial review of a final administrative decision of the Town shall be initiated within twenty-eight (28) days after the decision was made.

(c) Civil action. In case any building or structure is or is proposed to be erected, constructed, reconstructed, altered or used or any land is or is proposed to be used in violation of any provision of this article or the conditions and requirements of the oil and gas use by special review approval, the Town Attorney, in addition to the other remedies provided by law, ordinance or resolution, may institute an injunction, mandamus, abatement or other appropriate action or proceeding to prevent, enjoin, abate or remove such unlawful erection, construction, reconstruction, alteration or use.

(d) False or inaccurate information. The Town Council may revoke an oil and gas use by special review approval if it is determined, after an administrative hearing held on at least ten (10) days' notice to the applicant, that the applicant provided information and/or documentation upon which approval was based and which the applicant, its agents, servants or employees knew or reasonably should have known was materially false, misleading, deceptive or inaccurate.

(e) Prospective application. Unless specifically provided otherwise, this article shall apply only to wells that are drilled in the Town on and after the date that this article is adopted. The reentering of a well in existence prior to the date of adoption of this article for purposes of deepening, recompleting, or reworking shall not require approval of a use by special review.

(f) Recovery of fees. Should the Town prevail in any action for legal or equitable relief for a violation of the provisions of this article, the Town shall be entitled to recover any damages, costs of action, expert witness fees and reasonable attorneys' fees incurred in addition to any other penalties or remedies that may be available.

Article 8 – Oil and Gas Drilling and Production Facilities *(Chapter 16, Article 11)*

Sec. 16.8.10. Purpose. *(Sec. 16.11.10)*

(a) These regulations are enacted to provide for the safety, preserve the health, promote the prosperity, and improve the morals, order, comfort, and convenience of the present and future residents of the Town. By enacting these regulations, the Town' intends to facilitate the development of oil and gas resources within the Town while mitigating potential land use conflicts between such development and existing and planned land uses.

(b) It is recognized that, under state law, the surface and mineral estates are separate and distinct interests in land and that one (1) may be severed from the other. Owners of subsurface mineral interests have certain legal rights and privileges, including the right to use that part of the surface estate reasonably required to extract and develop their subsurface mineral interests, subject to compliance with the provisions of these regulations and any applicable statutory and regulatory requirements.

(c) The state has a recognized interest in fostering the efficient development, production and utilization of oil and gas resources and the prevention of waste and protection of the correlative rights of common source owners and producers to a fair and equitable share of production profits. Similarly, owners of the surface estate have certain legal rights and privileges, including the right to have the mineral estate developed in a reasonable manner.

~~(a)~~(d) Municipal governments have a recognized, traditional authority and responsibility to regulate land use within their jurisdiction. These regulations are intended as an exercise of this land use authority.

Sec. 16.8.20. Definitions. *(Sec. 16.11.20)*

All terms used in this article that are defined in the Act or in commission regulations and not otherwise defined in this section are defined as provided in the Act or in such regulations as of the effective date of this article. All other words used in this article are given their usual, customary, and accepted meaning, and all words that are of a technical nature or peculiar to the oil and gas industry shall be given the meaning that is generally accepted in the oil and gas industry. When not otherwise clearly indicated by the context of the matter, the following words and phrases used in this article have the following meanings:

- *Act* means the Oil and Gas Conservation Act of the state.
- *Commission* or *~~OGCC~~ ECMC* means the ~~Oil and Gas Conservation Commission of the state~~Colorado Energy and Carbon Management Commission.
- *Day* means a period of twenty-four (24) consecutive hours.

- *Injection well* means any hole drilled into the earth into which fluids are injected for the purposes of secondary recovery, storage, or disposal, pursuant to authorizations granted by the Commission.
- *Inspector* means any person designated by the Town or the Town's designee, who shall have the authority to inspect well sites to determine compliance with this article and other applicable ordinances of the Town.
- *Management Plan* refers to the required ~~conditional use~~ use by special review site plan submittal item addressing specific aspects of the oil and gas operation.
- *Oil and gas well* means any hole drilled into the earth for the purpose of exploring for or extracting oil, gas, or other hydrocarbon substances.
- *Operating Plan* means a general description of a well site or production site identifying purpose, use, typical ~~Staffing~~staffing, seasonal or periodic considerations, routine hours of operating, source of services/infrastructure and any other information related to regular functioning of that facility.
- *Operator* means the person designated by the working interest owners as operator and named in Commission Form 2 or a subsequently filed Commission Form 10.
- *Owner* means a person possessing a mineral interest or a leasehold interest in minerals.
- *Production site* means the area surrounding proposed or existing production pits or other accessory equipment required for oil and gas production, at which may also be located tanks and tank batteries, exclusive of transmission and gathering pipelines.
- *Reclamation and Landscape Plan* refers to the required submittal items illustrating long-term plans for site treatments and function. See Section 16.8.40 for a full definition
- *Reentering* means accessing an existing well bore for either the original or amended purpose, provided that such well has not been abandoned.
- *Sidetracking* means entering the same well head from the surface but not necessarily following the same well bore throughout its subsurface extent when operational deviation from such well bore is necessary to reach the objective depth because of an engineering problem.
- *Twinning* means the drilling of a well within a radius of fifty (50) feet from an existing well bore when the well cannot be drilled to the objective depth or produced because of an engineering problem, such as a collapsed casing or formation damage.
- *Use tax* means the tax paid by a consumer for using, storing, distributing or otherwise consuming tangible personal property or taxable services inside the Town.
- *Well* means an oil and gas well or an injection well.
- *Well site* means that area surrounding a proposed or existing well and accessory structures and equipment necessary for drilling, completion, recompletion, work-over, development and production activities.

- *Wellhead* means the equipment attaching the surface equipment to the well bore equipment at the well.

Sec. 16.8.30. Requirements and procedures. *(Sec. 16.11.30)*

(a) Proposed new wells, redrilling certain wells and other specific enhancements.

1. It shall be unlawful for any person to drill a well that has not been previously ~~permitted~~ approved under this article, reactivate a plugged or abandoned well or perform initial installation of accessory equipment or pumping systems (in cases where a well is not being drilled), unless a use by special review approval~~conditional use permit~~ has first been granted by the Town in accordance with the procedures defined in this ~~article~~Article and Article 2.
2. The granting of such ~~conditional use permit~~use by special review shall not relieve the operator from otherwise complying with all applicable regulatory requirements of the Town, the state, and the United States.
3. When a ~~conditional use permit~~use by special review has been granted for a well, reentry of such well for purposes of sidetracking, twinning, deepening, recompleting or reworking shall not require a separate ~~conditional use permit~~use by special review approval.
4. The ~~conditional use permit~~use by special review is limited to the current proposed facilities as shown in the approved plan. After initial completion of a well, to place additional equipment on a tank battery or wellhead location that was not shown in the approved plan, the applicant must notify the Town of installation of such additional equipment, except in a situation where additional equipment is necessary for a period of fourteen (14) days or less.
5. Within thirty (30) days after completion of operations, the applicant shall provide to the Town "as-built" drawings that show all facilities, pipelines, flow lines and gathering lines that the applicant has placed on the land subject to this ~~permit~~process.

(b) Right of entry. For the purpose of implementing and enforcing this article, duly authorized Town personnel or contractors may enter onto the subject property upon notification of the operator, ~~permittee~~applicant, lessee or other party holding a legal interest in the property. If entry is denied, the Town shall have the authority to discontinue application processing, revoke ~~approved permits~~approvals and applications or obtain an order from a court to obtain entry.

(c) Inspection. The operator or applicant shall provide the telephone number of a contact person who may be reached twenty-four (24) hours a day, seven (7) days a week for purposes of being notified of any proposed Town inspection under this section or in case of emergency. Any ~~permitted~~ approved oil and gas operations and facilities may be inspected by the Town at any time to ensure compliance with the requirements of the ~~approved permit~~approval, provided that at least one (1) hour's prior notice is given to the contact person at the telephone number supplied by the operator or applicant. Calling the number (or leaving a message on an available answering machine or voice mail service at the number) at least one (1) hour in advance of the proposed inspection shall constitute sufficient prior notice if the contact person does not answer. By accepting the Town's ~~approved~~ use by special review approval~~conditional use permit~~, the operator or applicant consents to such inspections. The cost of any Town inspection deemed reasonable and necessary to implement or enforce this article shall be borne by the operator or applicant.

(d) Use tax. All operators must conform to applicable provisions of this Code and the municipal Code relating to taxation.

(e) Application fee. A nonrefundable fee in the amount set in the current Town fee schedule shall accompany the application.

Sec. 16.8.40. Application elements. *(Sec. 16.11.40)*

Commented [JO1]: Mary Lynn - please double check radius requirements below and throughout per statute or other State rules.

An application for a use by special review~~conditional use permit~~ pursuant to Article 2 and the supplemental requirements of this ~~a~~Article shall be filed with the ~~Town Clerk~~Town and shall include the following information:

(a) Application requirements, site plan. The site plans for a well site submitted with an application for a use by ~~conditional~~ special review shall be submitted on one (1) or more plats or maps, at a scale not less than 1" = 50', showing the following information:

1. The proposed location of production site facilities or well site facilities associated with the well in the event production is established, if applicable. Future development of the resource shall be considered in the location of the tank battery. Existing tank batteries and transmission and gathering lines within six hundred sixty (660) feet of the well site shall be shown.
2. The location of layout, including, without limitation, the position of the drilling equipment and related facilities and structures including appropriate sound walls to be installed throughout drilling process. Sound wall determination will be based on a sound study provided by the applicant and reviewed by ~~Staff~~the Town.
3. True north arrow.
4. Existing improvements, if any, within a radius of six hundred sixty (660) feet of the proposed well.
5. Existing utility easements and other rights-of-way of record, if any, within a radius of six hundred sixty (660) feet of the proposed well.
6. Existing irrigation or drainage ditches within six hundred sixty (660) feet of the well site or production site, if any.
7. Existing FEMA one hundred (100)-year floodplains or floodway within six hundred sixty (660) feet of the well site or production site, if any.

8. The applicant's drainage and erosion control plans for the well site or production site and the area immediately adjacent to such site, if applicable.
9. Location of access roads.
10. Well site or production site and existing lease boundaries.
11. The names of abutting subdivisions or the names of owners of abutting, unplatted property within six hundred sixty (660) feet of the well site or production site.
12. The name and address of the operator and the name of the person preparing the site plan or map.

(b) Application requirements, vicinity maps. The vicinity maps for a well site or production site submitted with an application for a use ~~permitted by conditional review~~by special review shall be submitted on one (1) or more plats or maps showing the following information:
1. Location of all existing water bodies and watercourses, including direction of water flow. This information shall be submitted on USGS 7.5-minute series or assessor base maps that indicate topographic detail and show all existing water bodies and watercourses with a physically defined channel within a four hundred (400)-foot radius of the proposed well.
2. Location of existing oil and gas wells as reflected in ~~OGCC~~ECMC records. This information shall be submitted on a map and shall include all wells within a one thousand (1,000)-foot radius of the proposed location for the well.
3. Location of drill site. The information to be submitted shall be ~~OGCC~~ECMC Form 2 and shall include the parcel tax identification number.

(c) Application requirement, narrative. In addition to the site plans and the vicinity maps required in ~~Paragraphs (1) and (2) above~~subsection (b) of this Section, the application shall include the following elements called out with clearly delineated headers or sections:
1. The operator's and surface owner's names and addresses, copies of any required ~~OGCC~~ECMC Form 2 and designation of agent, if applicable.
2. An operating plan.
3. Landscape and Reclamation Plan. All applications for a ~~conditional use permit~~use by special review to construct, drill and operate any oil and gas operations within the jurisdiction of the Town shall include a reclamation and landscape plan (“plan") for the area used for production after drilling, fracking, finishing and the installation of tanks, separators, pipelines, compressors, pump-jacks or other equipment used for production on the site ("pad site"). Such plan shall show fencing, berming, screening, landscaping, and access roadways, along with other improvements necessary to screen and buffer the ~~Pad~~ pad ~~Site~~ site from surrounding properties.
   a. Any ~~Pad~~ pad ~~Site~~site, or a portion of a pad site that is located within two hundred feet (200') of a public roadway shall require berming, irrigated landscaping with trees (one and one-half inch (1.5") caliper, deciduous; six foot (6') tall conifer, minimum), clustered and/or spaced thirty feet (30') OC, fencing and/or other improvements that adequately screen the view from the

roadway, mitigate sound and add aesthetic elements consistent with surrounding properties or approved development concept plans within the Town. These improvements shall run the entire length of any roadway facing side and shall extend a minimum of fifty feet (50') outside the boundary of the ~~Pad~~ pad ~~Site~~site.

b. Pad ~~Sites~~ sites located farther than two hundred feet (200') from any roadway or sides of Pad Sites that are within two hundred feet (200') but do not face a roadway shall be fenced with solid metal or wood fencing that is a minimum of six feet (6') high on all perimeter boundary lines of the ~~Pad~~ pad ~~Site~~site. The area outside the ~~Pad~~ pad ~~Site~~ site shall be ~~Planted~~ planted with drought-tolerant grasses. ~~Weed~~ Weed-free hay or straw mulch shall be crimped into the soil.

c. All fencing and/or landscaping shall be included in an overall reclamation and landscape plan submitted with any ~~conditional use permit~~use by special review application. The plan must show both short- and long-term production components and their relationship to the surrounding landscape and must accurately represent the information requested in the management plan. Landscaping, fencing, irrigation, and seeding shall be warranted for a minimum of one (1) year, and as a part of the management plan, the applicant will include a long-term plan for maintenance of these components.

4. A list of all permits or approvals obtained or yet to be obtained from local, state, or federal agencies other than the ~~OGCC~~ECMC.
5. An emergency response plan that is mutually acceptable to the operator and the appropriate fire district that includes a list of local telephone numbers of public and private entities and individuals to be notified in the event of an emergency, the location of the well and provisions for access by emergency response entities.
6. A plan for weed control at the well site.
7. A fire protection plan that is mutually acceptable to the operator and the appropriate fire district that includes planned actions for possible emergency events and any other pertinent information. Prior to application to the Town, a proposed fire protection plan and emergency response plan shall be submitted to and reviewed by the fire district.
8. Sanitary facilities must comply with ~~Section 602(f) of the OGCC~~ECMC regulations.
9. Completed management plan that thoroughly addresses all elements listed as follows and on the land use application. These items should be called out with headers in the document and shall include timelines of installation, removal, or impact, if applicable:
    a. Enumerate the components of the well site.
    b. Define the layout of the oil and gas components in this development.
    c. Define clearly how the proposed oil and gas development interfaces with the following:
        (1) The Comprehensive Plan (all sections).
        (2) Land use.
        (3) The zoning district.

(4) Connectivity.
(5) Density.
(6) Open space.

d. Define the proposed access for this oil and gas development as follows:
   (1) Define the treatments that will be applied to the roadways on the perimeter and internal to the site.
   (2) Define how the oil and gas site functions with the proposed access(s).
   (3) Define what improvements will be made to the streetscape (if applicable).
   (4) Define how entries to the oil and gas development are enhanced.

e. Define the setbacks proposed for these facilities both during initial operation and long term.

f. Define the fencing plan for the oil and gas development, both during drilling and long term.

g. Define how the oil and gas improvements will be managed.

h. Define the planned truck routes and how the oil and gas traffic will affect Severance transportation.

i. Define how the landscape design will be achieved.

j. Define the irrigation system and explain sources of water.

k. Explain how stormwater will be managed.

l. Explain how the landscape will be maintained.

m. Explain how parking will be addressed.

n. Explain how exterior lighting will be addressed.

o. Enumerate the potential impact on adjacent neighborhoods.

p. If noise or smells are associated with the development, define the plans for mitigation.

Sec. 16.8.50. Review criteria. *(Sec. 16.11.50)*

(a) The Town Council shall approve an application for a use ~~permitted by conditional review~~by special review for a well site if the application conforms to the following requirements:

1. The site plans for a well site application comply with the requirements of ~~Paragraph 16.11.40(1) above~~this Article.
2. The vicinity maps for a well site application comply with the requirements of ~~Paragraph 16.11.40(2) above~~this Article.
3. The narrative for a well site application complies with the requirements of ~~Paragraph 16.11.40(3) above~~this Article.
4. When applicable, complies with the provisions for geologic hazards, floodplains or floodway required in Section 16.8.100 of this Article.
5. When applicable, complies with the provisions for wildlife mitigation procedures required in Section 16.8.130 of this Article.

(b) Town Council public hearing and action. The Town Council shall review and act on the recommendation of the Planning Commission regarding the ~~conditional use~~use by special review site plan as a regular agenda item. The Town Council may choose to approve, approve with conditions, or take no action on the ~~conditional use~~use by special review site plan. The standard appeal process will apply to any applicant dispute with the final action. This process is described in Article 2, Chapter 16 of this Code.

Sec. 16.8.60. Notice to proceed. *(Sec. 16.11.60)*

Prior to commencement of operations for which a use ~~permitted by conditional~~by special review has been approved, a "Notice to Proceed" shall be obtained from the Town ~~Clerk~~. The Town ~~Clerk~~ shall issue the "Notice to Proceed" upon receipt of the following:

(a) A copy of the resolution approving a use ~~permitted~~ by ~~conditional~~ special review for a well or wells

(b) A copy of the approved site plan

(c) A copy of an approved extra-legal vehicle or load permit issued by the Town ~~Clerk~~ pursuant to this Code, if applicable

(d) Copies of any necessary state or federal permits issued for the operation, if not previously submitted

Sec. 16.8.70. Building permit. *(Sec. 16.11.70)*

Building permits must be obtained for all aboveground structures to which the International Building Code applies.

Sec. 16.8.80. Development setbacks from wells and facilities. *(Sec. 16.11.80)*

(a) When wells are existing, buildings shall not be constructed within the following distances:
   1. Buildings not necessary to the operation of the well shall not be constructed within three hundred and fifty (350) feet of any such well and/or facility.
   2. Buildings to be used as places of assembly, institutions or schools shall not be constructed within five hundred (500) feet of any well and/or facility.

(b) When wells are existing, lots and roads shall not be platted within the following distances:
   1. Lots shall not be platted within three hundred and fifty (350) feet of an existing oil or gas well or its production facilities.

Commented [JO2]: Mary Lynn to check.

Commented [AS3R2]: The local government gets to choose the setback from a well for new development. The state gets to choose how close a well can go to an existing development.

2. Lots intended to be used as places of assembly, institutions or schools shall not be platted to allow a building site within five hundred (500) feet of an existing oil or gas well or its production facilities.
3. Streets shall not be platted within one hundred and fifty (150) feet of an existing oil or gas well or its production facilities, provided that streets may cross collection flowlines at right angles.
4. Lots shall not be platted within fifty (50) feet of well and production sites that have been plugged, abandoned, and reclaimed. Such platting shall only occur after the completion of the plugging, abandonment, and reclamation process. Plugged and abandoned wells shall be platted in their own separate non-buildable tract with adequate access.
5. Plugged and abandoned wells that are not visible shall be exposed, with the facility owner's permission, and their exact location shall be surveyed by a professional land surveyor. The plugged and abandoned well shall be backfilled and compacted. The location of the plugged and abandoned well shall be permanently marked with a visible post indicating the ~~OGCC~~ECMC ~~well~~ ECMC and American Petroleum Institute (API) well number.
6. Oil and gas pipelines shall be located within a minimum ~~thirty (30') foot~~thirty-foot-wide (30') ~~wide~~ non-buildable tract or easement and no closer than fifty (50) feet to an occupied structure. The oil and gas pipeline shall be centered in the tract and in no case less than ten (10) feet from the edge of the tract. Oil and gas pipelines shall not be placed within public right-of-way, other public lands and/or lots intended for future development. This requirement does not apply to natural gas pipelines that provide retail service.

Sec. 16.8.90. Compliance with state environmental requirements. *(Sec. 16.11.90)*

The approval of an oil and gas ~~conditional use permit~~use by special review shall not relieve the operators from complying with all current applicable state and federal regulations and standards concerning air quality, water quality and waste disposal. Additionally, applicant must adhere to all Town of Severance fugitive dust requirements.

Sec. 16.8.100. Geologic hazard, floodplain, floodway location restrictions. *(Sec. 16.11.100)*

All equipment at well sites and production sites in geological hazard and floodplain areas shall be anchored to the extent necessary to resist flotation, collapse, lateral movement, or subsidence and to the extent necessary to comply with the Federal Emergency Management Act.

Sec. 16.8.110. Access roads. *(Sec. 16.11.110)*

All private roads used to maintain access to the tank batteries, or the well site shall be improved and maintained according to the following standards:

(a) Tank battery access roads. Access roads to tank batteries shall be subject to review by the Town Engineering accordance with the following minimum standards:
   1. A graded gravel roadway having a prepared subgrade and an aggregate base course surface a minimum of eight (8) inches thick. Subgrade section shall be scarified a minimum depth of nine (9) inches, moisture conditioned to within +/- two percent (2%) of the material's optimum moisture content as determined by ASTM Specification D698 and compacted to at least ninety-five percent (95%) of the material's maximum dry density as determined by the standard Proctor test. The aggregate material, at a minimum, shall meet the requirements for Class 5 or 6, Aggregate Base Course as specified for aggregate base course materials in the Colorado Department of Transportation's "Standard Specifications for Road and Bridge Construction," latest edition. Additional requirements may be imposed dependent on the type and frequency of vehicles using the access roads.
   2. Graded so as to provide drainage from the roadway surface and constructed to allow for cross-drainage of waterways (such as roadside swales, gulches, rivers, creeks, and the like) by means of an adequate culvert pipe (adequacy of pipe subject to approval by the Town Engineer)
   3. Maintained so as to provide a passable roadway free of ruts at all times

(b) Wellhead access roads. Access roads to wellheads shall be subject to review by the Town Engineer accordance with the following minimum standards:
   1. A graded, dirt roadway shall be scarified a minimum depth of nine (9) inches, moisture conditioned to within +/- two percent (2%) of the material's optimum moisture content as determined by ASTM Specification D698 and compacted to at least ninety-five percent (95%) of the material's maximum dry density as determined by the standard Proctor test. Additional requirements may be imposed dependent on the type and frequency of vehicles using the access roads.
   2. Graded so as to provide drainage from the roadway surface and constructed to allow for cross-drainage of waterways by means of an adequate culvert pipe (adequacy of pipe subject to approval by the Town Engineer)
   3. Maintained so as to provide a passable roadway generally free of ruts

(c) Public access roads. An extra-legal vehicle or load permit shall be required for all extra-legal vehicles or loads that use Town streets, as defined in Sections 42-4-401 through 42-4-414, CRS. Said permit, if required, shall be obtained from the Town ~~Clerk~~ prior to such use. The applicant shall comply with all Town and state regulations regarding weight limitations on streets within the Town, and the applicant shall minimize extra-legal truck traffic on streets within the Town.

Sec. 16.8.120. Public roads impact. *(Sec. 16.11.120)*

(a) Every permit issued by the Town shall require the applicant or operator to pay a fee that is sufficient to pay the estimated cost for all impacts that the proposed operation may cause to facilities owned or operated by the Town or used by the general public, including but not limited to:

1. Repair and maintenance of roads.
2. Bridges and other transportation infrastructure.
3. Improvements made or to be made by the Town to accommodate the operations and to protect public health, safety, and welfare.
4. Costs incurred to process and analyze the application, including the reasonable expenses paid to independent experts or consultants.

(b) The Town shall establish a mechanism to assess and obtain payment of such fees, subject to the right of the Town to request additional funds if the fees prove to be insufficient or to refund surplus funds to the operator if the fees paid exceed the true cost of the impacts.

(c) The Town may further require that the applicant or operator or both post a bond in an amount to be set during the site plan phase as security in the event that additional damages occur to facilities owned or operated by the Town or used by the general public.

(d) As a condition of issuance of the permit and on an as-needed basis, the Town may require that additional site-specific measures be undertaken by the applicant or operator in order to protect and preserve facilities owned or operated by the Town or used by the general public.

(e) Applicant or operator shall provide tracking pad at any point of access to public right-of-way.

(f) Applicant or operator is responsible for any damage to the public roads adjacent to proposed access. Public works department will inspect access upon completion and monitor throughout its use.

Sec. 16.8.130. Wildlife impact mitigation. *(Sec. 16.11.130)*

Commented [JO4]: Mary Lynn - relevant or new?

~~Based on Colorado House Bill HB07-1298,~~ applicant will be required to conform with any regulations of the Colorado Wildlife Commission regarding any wildlife impacts that are a direct result of the proposed well site.

Sec. 16.8.140. Emergency response costs. *(Sec. 16.11.140)*

The operator shall reimburse the Town or the responsible fire district for any emergency response costs incurred by the Town or the responsible fire district in connection with activity at the well site or production site, except that the operator shall not be required to pay for emergency response costs where the response was precipitated by a mistake of the Town.

Sec. 16.8.150. Violation and enforcement. *(Sec. 16.11.150)*

(a) Unlawful to construct or install unapproved oil and gas facilities. Except as otherwise provided in this article, it is unlawful to construct, install or cause to be constructed or installed any oil and gas facility within the Town unless approval has been granted by the Town Council. The unlawful drilling or redrilling of any well or the production therefrom is a violation of this article.

(b) Penalty. Any person, firm, corporation or legal entity that constructs, installs or uses or causes to be constructed, installed or used any oil, gas or injection well, well site or production site or commits any act or omission in violation of any provision of this article or the conditions and requirements of the oil and gas ~~conditional use permit~~use by special review approval may be punished by a fine of not more than one thousand dollars ($1,000.00). Each day of such unlawful operation constitutes a separate violation.

1. Suspension of ~~permit~~approval. If the Town determines at any time that there is a violation of the conditions of the ~~conditional use permit~~use by special review approval or that there are material changes in an oil and gas operation or facility as approved ~~by the permit~~, the Town may, for good cause, temporarily suspend the ~~conditional use permit~~use by special review approval. In such cases, upon oral or written notification by the Town, the operator shall cease operations immediately. The Town shall provide the operator with written notice of the violation or identification of the changed conditions. The operator shall have a maximum of fifteen (15) days to correct the violation. If the violation is not timely corrected, the ~~permit~~ approval may be further suspended pending a revocation hearing. The operator may request an immediate hearing regarding the suspension before the Town Council or committee, which shall hold the hearing within ten (10) days of the operator's written request.
2. Revocation of ~~permit~~approval. The Town Council or committee may, following notice and hearing, revoke a Town-approved ~~conditional use permit~~use by special review granted pursuant to this article if any of the activities conducted by the operator violate the conditions of the ~~permit~~ approval or this article or constitute material changes in the oil and gas operation approved by the Town. The Town shall provide to the operator written notice of the violation or the material changes and the time and date of the hearing. No less than thirty (30) days prior to the revocation hearing, the Town shall provide to the ~~permit holder~~applicant and operator written notice setting forth the violation and the time and date of the revocation hearing. Public notice of the revocation hearing shall be published in a newspaper of general circulation not less than thirty (30) days prior to the hearing. Following the hearing, the Town may revoke the ~~permit~~ approval or specify a time by which action shall be taken to correct any violations of the ~~permit~~ approval to avoid revocation.
3. Transfer of ~~permit~~approval. A use by special review approval~~conditional use permit~~ may be transferred only with the written consent of the Town.

Commented [JO5]: Mary Lynn - double check and possibly change the language to align with general penalty verbiage.

4. Judicial review. Any action seeking judicial review of a final administrative decision of the Town shall be initiated within ~~thirty~~ twenty-eight (~~30~~28) days after the decision was made.

(c) Civil action. In case any building or structure is or is proposed to be erected, constructed, reconstructed, altered or used or any land is or is proposed to be used in violation of any provision of this article or the conditions and requirements of the oil and gas ~~conditional use permit~~use by special review approval, the Town Attorney, in addition to the other remedies provided by law, ordinance or resolution, may institute an injunction, mandamus, abatement or other appropriate action or proceeding to prevent, enjoin, abate or remove such unlawful erection, construction, reconstruction, alteration or use.

(d) False or inaccurate information. The Town Council may revoke an oil and gas ~~conditional use permit~~use by special review approval if it is determined, after an administrative hearing held on at least ten (10) days' notice to the applicant, that the applicant provided information and/or documentation upon which approval was based and which the applicant, its agents, servants or employees knew or reasonably should have known was materially false, misleading, deceptive or inaccurate.

(e) Prospective application. Unless specifically provided otherwise, this article shall apply only to wells that are drilled in the Town on and after the date that this article is adopted. The reentering of a well in existence prior to the date of adoption of this article for purposes of deepening, recompleting, or reworking shall not require approval of a use ~~permitted~~ by ~~conditional~~ special review.

(f) Recovery of fees. Should the Town prevail in any action for legal or equitable relief for a violation of the provisions of this article, the Town shall be entitled to recover any damages, costs of action, expert witness fees and reasonable attorneys' fees incurred in addition to any other penalties or remedies that may be available.

Article 9 – Solar Facilities Development *(Chapter 16, Article 11)*

Sec. 16.9.10. Purpose. *(Sec. 16.11.160)*

These regulations are enacted to provide for the safety, preserve the health, promote the prosperity, and improve the morals, order, comfort, and convenience of the present and future residents of the Town. By enacting these regulations, the Town' intends to facilitate the development of solar facilities within the Town while mitigating potential land use conflicts between such development and existing, as well as Planned, land uses.

Sec. 16.9.20. Definitions. *(Sec. 16.11.160)*

All terms used in this article that are defined in the Act or in commission regulations and not otherwise defined in this section are defined as provided in the Act or in such regulations as of the effective date of this article. All other words used in this article are given their usual, customary, and accepted meaning, and all words that are of a technical nature or peculiar to the solar energy development industry shall be given the meaning that is generally accepted in that industry. When not otherwise clearly indicated by the context of the matter, the following words and phrases used in this article have the following meanings:

- *Ground-mounted solar energy facility* means a solar energy system that is structurally mounted to the ground and is not roof-mounted. Ground-mounted systems include parking lot or parking canopy solar.
- *Roof-mounted solar energy facility* means a solar energy system that is structurally mounted to the roof of a building or structure not solely designed to support the solar energy system.
- *Single-family residential solar* means any device or structural design feature with the primary purpose of providing for the collection, storage, or distribution of solar energy for space heating, space cooling, electricity generation or water heating for personal use must conform to all IRC building Codes and will be permitted through the Town of Severance Building Department.
- *Solar energy facility* means any device or structural design feature with the primary purpose of providing for the collection, storage, or distribution of solar energy for space heating, space cooling, electricity generation or water heating.
- *Solar facility, small scale* means a facility used for the production of electrical energy from energy produced by and collected from the sun, including solar energy collectors, power generation facilities, facilities for storing and transforming energy, other appurtenant facilities and any transmission lines under one hundred fifteen (115) kilovolts, which is developed for the purpose of supplying or distributing electrical energy to users, a customer or customers and is located on less than twenty (20) acres.
- *Solar facility, medium scale* means a facility used for the production of electrical energy from energy produced by and collected from the sun, including solar energy collectors, power

generation facilities, facilities for storing and transforming energy, other appurtenant facilities and any transmission lines under one hundred fifteen (115) kilovolts, which is developed for the purpose of supplying or distributing electrical energy to users, a customer or customers and is located on twenty (20) acres or more.

- *Solar facility, large scale* means a facility used for the production of electrical energy from energy produced by and collected from the sun, including solar energy collectors, power generation facilities, facilities for storing and transforming energy, other appurtenant facilities and any transmission lines, which is developed for the purpose of supplying or distributing electrical energy to users, a customer or customers and has a rated capacity greater than thirty (30) megawatts.

Sec. 16.9.30. Application elements. *(Sec. 16.11.160)*

The Town shall consider the following in making a determination for approving or denying a use by special review for a solar facility:

(a) A site plan. An approved site plan, following the procedures of Article 2 of this Code, is required for all small, medium, and large-scale solar facilities prior to building permit approval. In addition to the submittal requirements listed in Article 2 of this Code for a site plan application, the following shall be included:
   1. Property lines and physical features, including roads, for the project site
   2. Proposed changes to the landscape of the site, grading, vegetation clearing and Planting, exterior lighting, screening vegetation or structures
   3. Location of layout, including without limitation blueprints or drawings of the solar energy system showing the proposed layout of the system, the distance between the proposed solar collection facilities and all property lines and the tallest finished height of the solar collection facilities.
   4. Name, address, and contact information for proposed system installer
   5. Name, address, phone number and signature of the project proponent and all co-proponents or property owners, if any.
   6. Lot coverage: The area covered by ground-mounted solar energy systems, where the ground beneath is permeable or pervious, shall not be included in calculations for lot coverage for purposes of zoning.

(b) A decommissioning plan. Adequate financial assurance to cover the decommissioning of the facility may be required as a condition of approval of the decommissioning plan which financial assurance may be posted over the life of the project.

(c) A landscape/irrigation plan. Landscaping is extremely important for enhancing the quality of development in the area. Trees, shrubs, and other plantings add greatly to the aesthetic appeal while reducing glare. As no single landscaping plan can be prescribed for all developments due to differing land features, solar access, topography and soils, these guidelines encourage flexible and creative landscape designs. Landscaping/screening shall include, at a minimum, decorative fencing, berming and/or vegetation such that the facility is aesthetically pleasing as viewed from adjacent properties and rights-of-way. Native grasses and wildflower mixes are encouraged.

(d) Property maintenance plan. A property maintenance plan may be required for the facility. The property maintenance plan shall address dust, weeds, and erosion. The property shall be maintained in such a manner as to control dust, weeds and drainage that could cause erosion.

(e) Stormwater/erosion mitigation plans. For ground-mounted systems, regardless of size, applicant must provide plan(s) showing what measures or best management practices will be used to prevent and/or contain erosion under the drip line of the solar panels.

Sec. 16.9.40. Site and operational requirements. *(Sec. 16.11.160)*

(a) Except during construction, no outdoor storage of any materials and equipment, including but not limited to solar panels and support structures not in operation will be allowed.

(b) All solar panels and equipment (excluding fencing, poles, buried cables and wires necessary to connect to facilities of the electric utility) shall meet the minimum setbacks. Setbacks shall be measured from the edge of the solar panels and equipment. Per Section 16.9.50, additional setbacks may be required to mitigate noise and visual impacts or to provide for designated road or utility corridors, as identified through the review process.

(c) Maximum height: The height shall be measured from the highest grade below each solar panel. Ground-mounted solar energy systems shall not exceed twenty (20) feet in height.

(d) Signage: Clearly visible warning signs shall be placed on the fence, barrier, or facility perimeter to inform individuals of potential voltage hazards.

(e)

Sec. 16.9.50. Additional setbacks. *(Sec. 16.11.160)*

Additional setbacks may be required to mitigate noise and visual impacts or to provide for designated road or utility corridors, as identified through the review process. Where appropriate, landscaped berms may be used to reduce setback requirements with Town approval.

(a) Small-scale.

1. Front: thirty (30) feet.
2. Side: ten (10) feet.
3. Side corner: thirty (30) feet.
4. Rear: twenty (20) feet.
5. Arterial or state highway: fifty (50) feet.
6. Local or collector: fifty (50) feet.

(b) Medium-scale.

1. Front: fifty (50) feet.
2. Side: ten (10) feet.
3. Side corner: fifty (50) feet.
4. Rear: twenty (20) feet.
5. Arterial or state highway: one hundred (100) feet.

6. Local or collector: fifty (50) feet.

(c) Large-scale.

1. Front: fifty (50) feet.
2. Side: ten (10) feet or one (1) foot per two (2) feet height, whichever is greater.
3. Side corner: fifty (50) feet.
4. Rear: twenty (20) feet.
5. Arterial or state highway: one hundred (100) feet.
6. Local or collector: fifty (50) feet.

Sec. 16.9.60. Decommissioning requirements. *(Sec. 16.11.160)*

Any solar energy system that is no longer producing energy or has been abandoned shall be removed, not including a temporary cease in production for maintenance. The owner or operator shall physically remove the installation within ninety (90) days after the date of discontinued operations or as otherwise provided in the decommissioning plan. Decommissioning shall consist of:

(a) Physical removal of all solar energy systems, structures, and equipment from the site.

(b) Disposal of all solid and hazardous waste in accordance with local, state, and federal waste disposal regulations.

(c) For ground-mounted solar energy systems, stabilization, or revegetation of the site as necessary to minimize erosion. The Town may allow the owner or operator to leave landscaping or designated below-grade foundations in order to minimize erosion and disruption to vegetation.

Article 9 – Solar Facilities Development *(Chapter 16, Article 11)*

Sec. 16.9.10. Purpose. *(Sec. 16.11.160)*

These regulations are enacted to provide for the safety, preserve the health, promote the prosperity, and improve the morals, order, comfort, and convenience of the present and future residents of the Town. By enacting these regulations, the Town' intends to facilitate the development of solar facilities within the Town while mitigating potential land use conflicts between such development and existing, as well as Planned, land uses.

Sec. 16.9.20. Definitions. *(Sec. 16.11.160)*

Commented [JO1]: Mary Lynn - add introductory language similar to O&G about these definitions being specific to this Article.

All terms used in this article that are defined in the Act or in commission regulations and not otherwise defined in this section are defined as provided in the Act or in such regulations as of the effective date of this article. All other words used in this article are given their usual, customary, and accepted meaning, and all words that are of a technical nature or peculiar to the solar energy development industry shall be given the meaning that is generally accepted in that industry. When not otherwise clearly indicated by the context of the matter, the following words and phrases used in this article have the following meanings:

- *Ground-mounted solar energy facility* means a solar energy system that is structurally mounted to the ground and is not roof-mounted. Ground-mounted systems include parking lot or parking canopy solar.
- *Roof-mounted solar energy facility* means a solar energy system that is structurally mounted to the roof of a building or structure not solely designed to support the solar energy system.
- *~~Single~~ Single-family residential solar* means any device or structural design feature with the primary purpose of providing for the collection, storage, or distribution of solar energy for space heating, space cooling, electricity generation or water heating for personal use must conform to all IRC building Codes and will be permitted through the Town of Severance Building Department.
- *Solar energy facility* means any device or structural design feature with the primary purpose of providing for the collection, storage, or distribution of solar energy for space heating, space cooling, electricity generation or water heating.
- *Solar facility, small scale* means a facility used for the production of electrical energy from energy produced by and collected from the sun, including solar energy collectors, power generation facilities, facilities for storing and transforming energy, other appurtenant facilities and any transmission lines under one hundred fifteen (115) kilovolts, which is developed for the purpose of supplying or distributing electrical energy to users, a customer or customers and is located on less than twenty (20) acres.

- *Solar facility, medium scale* means a facility used for the production of electrical energy from energy produced by and collected from the sun, including solar energy collectors, power generation facilities, facilities for storing and transforming energy, other appurtenant facilities and any transmission lines under one hundred fifteen (115) kilovolts, which is developed for the purpose of supplying or distributing electrical energy to users, a customer or customers and is located on twenty (20) acres or more.
- *Solar facility, large scale* means a facility used for the production of electrical energy from energy produced by and collected from the sun, including solar energy collectors, power generation facilities, facilities for storing and transforming energy, other appurtenant facilities and any transmission lines, which is developed for the purpose of supplying or distributing electrical energy to users, a customer or customers and has a rated capacity greater than thirty (30) megawatts.

Sec. 16.9.30. Application elements. *(Sec. 16.11.160)*

The ~~Staff, Planning Commission and Town Council~~Town shall consider the following ~~criteria~~ in making ~~their~~ a determination for approving or denying a ~~permit~~ use by special review for a solar facility:

(a) A site plan. An approved site plan, following the procedures of Article 2 of this Code, ~~review~~ is required for all small, medium, and large-scale solar facilities prior to building permit approval. In addition to the ~~criteria~~ submittal requirements listed in ~~Section 16.5.10~~Article 2 of this Code for a site plan application, the ~~site plan~~following ~~documents~~ shall be included:

1. Property lines and physical features, including roads, for the project site
2. Proposed changes to the landscape of the site, grading, vegetation clearing and Planting, exterior lighting, screening vegetation or structures
3. Location of layout, including without limitation blueprints or drawings of the solar energy system showing the proposed layout of the system, the distance between the proposed solar collection facilities and all property lines and the tallest finished height of the solar collection facilities.
4. Name, address, and contact information for proposed system installer
5. Name, address, phone number and signature of the project proponent and all co-proponents or property owners, if any.
6. Lot ~~Coverage~~coverage: The area covered by ground-mounted solar energy systems, where the ground beneath is permeable or pervious, shall not be included in calculations for lot coverage for purposes of zoning.

(b) A decommissioning plan. Adequate financial assurance to cover the decommissioning of the facility may be required as a condition of approval of the decommissioning plan which financial assurance may be posted over the life of the project.

(c) A landscape/irrigation plan. Landscaping is extremely important for enhancing the quality of development in the area. Trees, shrubs, and other plantings add greatly to the aesthetic appeal while reducing glare. As no single landscaping plan can be prescribed for all developments due to differing land features, solar access, topography and soils, these guidelines encourage flexible and creative landscape designs. Landscaping/screening shall include, at a minimum, decorative fencing, berming and/or vegetation such that the facility is aesthetically pleasing as viewed from adjacent properties and rights-of-way. Native grasses and wildflower mixes are encouraged.

(d) Property maintenance plan. A property maintenance plan may be required for the facility. The property maintenance plan shall address dust, weeds, and erosion. The property shall be maintained in such a manner as to control dust, weeds and drainage that could cause erosion.

~~(d)~~(e) Stormwater/erosion mitigation plans. For ground-mounted systems, regardless of size, applicant must provide plan(s) showing what measures or best management practices will be used to prevent and/or contain erosion under the drip line of the solar panels.

Sec. 16.9.40. Site and operational ~~R~~requirements. *(Sec. 16.11.160)*

(a) Except during construction, no outdoor storage of any materials and equipment, including but not limited to solar panels and support structures not in operation will be allowed.

(b) All solar panels and equipment (excluding fencing, poles, buried cables and wires necessary to connect to facilities of the electric utility) shall meet the minimum setbacks. Setbacks shall be measured from the edge of the solar panels and equipment. Per Section 16.9.50, ~~Additional~~ additional setbacks may be required to mitigate noise and visual impacts or to provide for designated road or utility corridors, as identified through the review process.

(c) Maximum height: The height shall be measured from the highest grade below each solar panel. Ground-mounted solar energy systems shall not exceed twenty (20) feet in height.

(d) Signage: Clearly visible warning signs shall be placed on the fence, barrier, or facility perimeter to inform individuals of potential voltage hazards.

(e) ~~Stormwater/erosion mitigation plans. For ground-mounted systems, regardless of size, applicant must provide Plan(s) showing what measures or best management practices will be used to prevent and/or contain erosion under the drip line of the solar panels.~~

~~**Sec. 16.9.50. Decommissioning.** *(Sec. 16.11.160)*~~

~~Any solar energy system that is no longer producing energy or has been abandoned shall be removed, not including a temporary cease in production for maintenance. The owner or operator shall physically remove the installation within ninety (90) days after the date of discontinued operations or as otherwise provided in the decommissioning Plan. Decommissioning shall consist of:~~

~~(a) Physical removal of all solar energy systems, structures, and equipment from the site.~~

~~(b) Disposal of all solid and hazardous waste in accordance with local, state, and federal waste disposal regulations.~~

~~(c) For ground-mounted solar energy systems, stabilization, or revegetation of the site as necessary to minimize erosion. The Town of Severance may allow the owner or operator to leave landscaping or designated below-grade foundations in order to minimize erosion and disruption to vegetation.~~

Sec. 16.9.~~60~~50. Additional ~~Setbacks~~setbacks. *(Sec. 16.11.160)*

Additional setbacks may be required to mitigate noise and visual impacts or to provide for designated road or utility corridors, as identified through the review process. ~~As provided in 16.11.160(d)(2), setbacks shall be measured from the edge of the solar panels and equipment.~~ Where appropriate, landscaped berms may be used to reduce setback requirements with ~~Board~~ Town approval.

(a) Small ~~S~~ scale.
1. Front: thirty (30) feet.
2. Side: ten (10) feet.
3. Side corner: thirty (30) feet.
4. Rear: twenty (20) feet.
5. Arterial or state highway: fifty (50) feet.
6. Local or collector: fifty (50) feet.

(b) Medium ~~S~~ scale.
1. Front: fifty (50) feet.
2. Side: ten (10) feet.
3. Side corner: fifty (50) feet.
4. Rear: twenty (20) feet.
5. Arterial or state highway: one hundred (100) feet.
6. Local or collector: fifty (50) feet.

(c) Large ~~S~~ scale.
1. Front: fifty (50) feet.
2. Side: ten (10) feet or one (1) foot per two (2) feet height, whichever is greater.
3. Side corner: fifty (50) feet.
4. Rear: twenty (20) feet.
5. Arterial or state highway: one hundred (100) feet.
6. Local or collector: fifty (50) feet.

Sec. 16.9.60. Decommissioning requirements. *(Sec. 16.11.160)*

Any solar energy system that is no longer producing energy or has been abandoned shall be removed, not including a temporary cease in production for maintenance. The owner or operator shall physically remove the installation within ninety (90) days after the date of discontinued operations or as otherwise provided in the decommissioning plan. Decommissioning shall consist of:

(a) Physical removal of all solar energy systems, structures, and equipment from the site.

(b) Disposal of all solid and hazardous waste in accordance with local, state, and federal waste disposal regulations.

(c) For ground-mounted solar energy systems, stabilization, or revegetation of the site as necessary to minimize erosion. The Town may allow the owner or operator to leave landscaping or designated below-grade foundations in order to minimize erosion and disruption to vegetation.

Article 10 – Flood Damage Prevention *(Chapter 16, Article 14)*

Division 1 – General Provisions and Applicability.

Sec. 16.10.100. Statutory authorization. *(Sec. 16.14.10)*

The legislature of the State has, in Article 20 of Title 29, C.R.S., delegated the responsibility of local governmental units to adopt regulations designed to minimize flood losses. Therefore, the Town Council hereby adopts the following floodplain management regulations.

Sec. 16.10.105. Findings of fact. *(Sec. 16.14.20)*

(a) The flood hazard areas of the Town are subject to periodic inundation, which can result in loss of life and property, health and safety hazards, disruption of commerce and governmental services and extraordinary public expenditures for flood protection and relief, all of which adversely affect the health, safety and general welfare of the public.

(b) These flood losses are created by the cumulative effect of obstructions in floodplains, which cause an increase in flood heights and velocities. Flood losses are also created by the occupancy of flood hazard areas by uses vulnerable to floods and hazardous to other lands because they are inadequately elevated, floodproofed or otherwise protected from flood damage.

Sec. 16.10.110. Statement of purpose. *(Sec. 16.14.30)*

It is the purpose of this article to promote public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

(a) Protect human life and health.

(b) Minimize expenditure of public money for costly flood control projects.

(c) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public.

(d) Minimize prolonged business interruptions.

(e) Minimize damage to critical facilities, infrastructure and other public facilities, such as water, sewer and gas mains, electric and communications stations and streets and bridges located in floodplains.

(f) Help maintain a stable tax base by providing for the sound use and development of flood-prone areas in such a manner as to minimize future flood blight areas.

(g) Ensure that potential buyers are notified that property is located in a flood hazard area.

Sec. 16.10.115. Methods of reducing flood losses. *(Sec. 16.14.40)*

In order to accomplish its purposes, this article uses the following methods:

(a) Restricts or prohibits uses that are dangerous to health, safety or property in times of flood or cause excessive increases in flood heights or velocities.

(b) Requires that uses vulnerable to floods, including facilities that serve such uses, are protected against flood damage at the time of initial construction.

(c) Controls the alteration of natural floodplains, stream channels and natural protective barriers that are involved in the accommodation of floodwaters.

(d) Controls filling, grading, dredging and other development that may increase flood damage.

(e) Prevents or regulates the construction of flood barriers that will unnaturally divert floodwaters or that may increase flood hazards to other lands.

Sec. 16.10.120. Lands to which article applies. *(Sec. 16.14.120)*

This article shall apply to all special flood hazard areas (SFHAs) and areas removed from the floodplain by the issuance of a FEMA LOMR-F within the jurisdiction of the Town.

Sec. 16.10.130. Basis for establishing SFHA. *(Sec. 16.14.130)*

The SFHAs identified by FEMA in the scientific and engineering report *The FIS for the Town of Severance, Colorado*, dated May 31, 2013, with accompanying FIRMs and/or FBFMs and the revisions thereto as shown on those portions of FIRM Number 08123C1185E, Number 08123C1205E, Number 08123C1211E, Number 08123C1213E, and Number 08123C1501E, Weld County, Colorado, effective January 20, 2016, that are currently within the corporate limits of the Town are hereby adopted by reference and declared to be a part of this article. These SFHAs identified by the FIS and attendant mapping are the minimum area of applicability of this article and may be supplemented by studies designated and approved by the Town. The floodplain administrator shall keep a copy of the FIS, DFIRMs, FIRMs and/or FBFMs on file and available for public inspection.

Sec. 16.10.140. Establishment of floodplain development permit. *(Sec. 16.14.140)*

A floodplain development permit shall be required to ensure conformance with the provisions of this article.

Sec. 16.10.150. Compliance. *(Sec. 16.14.150)*

No structure or land shall hereafter be located, altered or have its use changed within the SFHA without full compliance with the terms of this article and other applicable regulations. Nothing herein shall prevent the Town from taking such lawful action as is necessary to prevent or remedy any violation. These regulations meet the minimum requirements as set forth by the Colorado Water Conservation Board and NFIP.

Sec. 16.10.160. Abrogation and greater restrictions. *(Sec. 16.14.160)*

This article is not intended to repeal, abrogate or impair any existing easements, covenants or deed restrictions. However, where this article and another ordinance, easement, covenant or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

Sec. 16.10.170. Interpretation. *(Sec. 16.14.170)*

In the interpretation and application of this article, all provisions shall be:

(a) Considered as minimum requirements.

(b) Liberally construed in favor of the governing body.

(c) Deemed neither to limit nor repeal any other powers granted under state statutes.

Sec. 16.10.180. Warning and disclaimer of liability. *(Sec. 16.14.180)*

(a) The degree of flood protection required by this article is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. On rare occasions, greater floods can and will occur, and flood heights may be increased by human-made or natural causes.

(b) This article does not imply that land outside the SFHA or uses permitted within such areas will be free from flooding or flood damages. This article shall not create liability on the part of the community or any official or employee thereof for any flood damages that result from reliance on this Article, or any administrative decision lawfully made thereunder.

Sec. 16.10.190. Severability. *(Sec. 16.14.190)*

This article and the various parts thereof are hereby declared to be severable. Should any section of this article be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the article as a whole or any portion thereof, other than the section so declared to be unconstitutional or invalid.

Division 2 – Definitions. *(Division 1, Sec. 16.14.110)*

Sec. 16.10.210. Definitions. *(Sec. 16.14.110)*

- All terms used in this article that are defined in the Act or in commission regulations and not otherwise defined in this section are defined as provided in the Act or in such regulations as of the effective date of this article. All other words used in this article are given their usual, customary, and accepted meaning. When not otherwise clearly indicated by the context of the matter, the following words and phrases used in this article have the following meanings: *100-year flood* means a flood having a recurrence interval that has a one-percent (1%) chance of being equaled or exceeded during any given year (one-percent-annual-chance flood). The terms *one-hundred-year flood* and *one-percent-chance flood* are synonymous with the term *100-year flood.* The term does not imply that the flood will necessarily happen once every one hundred (100) years.
- *100-year floodplain* means the area of land susceptible to being inundated as a result of the occurrence of a one-hundred-year flood.
- *500-year flood* means a flood having a recurrence interval that has a 0.2-percent chance of being equaled or exceeded during any given year (0.2-percent-chance-annual flood). The term does not imply that the flood will necessarily happen once every five hundred (500) years.
- *500-year floodplain* means the area of land susceptible to being inundated as a result of the occurrence of a five-hundred (500)-year flood.
- *Addition* means any activity that expands the enclosed footprint or increases the square footage of an existing structure.
- *Alluvial fan flooding* means a fan-shaped sediment deposit formed by a stream that flows from a steep mountain valley or gorge onto a plain or the junction of a tributary stream with the main stream. Alluvial fans contain active stream channels and boulder bars and recently abandoned channels. Alluvial fans are predominantly formed by alluvial deposits and are modified by infrequent sheet flood, channel avulsions and other stream processes.
- *Area of shallow flooding* means a designated Zone AO or AH on a community's flood insurance rate map (FIRM) with a one-percent (1%) chance or greater annual chance of flooding to an average depth of one (1) to three (3) feet where a clearly defined channel does not exist, where

the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

- *Base Flood Elevation (BFE)* means the elevation shown on a FEMA FIRM for Zones AE, AH, A1-A30, AR, AR/A, AR/AE, AR/A1-A30, AR/AH, AR/AO, V1-V30 and VE that indicates the water surface elevation resulting from a flood that has a one-percent (1%) chance of equaling or exceeding that level in any given year.
- *Basement* means any area of a building having its floor subgrade (below ground level) on all sides.
- *Channel* means the physical confine of a stream or waterway consisting of a bed and stream banks, existing in a variety of geometries.
- *Channelization* means the artificial creation, enlargement or realignment of a stream channel.
- *Code of Federal Regulations (CFR)* means the codification of the general and permanent rules published in the Federal Register by the executive departments and agencies of the Federal Government. It is divided into fifty (50) titles that represent broad areas subject to federal regulation.
- *Community* means any political subdivision in the State that has authority to adopt and enforce floodplain management regulations through zoning, including but not limited to cities, Towns, unincorporated areas in the counties, Indian tribes and drainage and flood control districts.
- *Conditional Letter of Map Revision (CLOMR)* means FEMA's comment on a proposed project, which does not revise an effective floodplain map and which would, upon construction, affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodplain.
- *Critical Facility* means a structure or related infrastructure but not the land on which it is situated that, if flooded, may result in significant hazards to public health and safety or interrupt essential services and operations for the community at any time before, during and after a flood.
- *Development* means any human-made change in improved and unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.
- *DFIRM (Digital Flood Insurance Rate Map) database* means a database (usually spreadsheets containing data and analyses that accompany DFIRMs). The FEMA mapping specifications and guidelines outline requirements for the development and maintenance of DFIRM databases.
- *Digital Flood Insurance Rate Map (DFIRM)* means a FEMA digital floodplain map. These digital maps serve as "regulatory floodplain maps" for insurance and floodplain management purposes.
- *Elevated building* means a non-basement building (i) built, in the case of a building in Zones A1-30, AE, A, A99, AO, AH, B, C, X and D, to have the top of the elevated floor above the ground

level by means of pilings, columns (posts and piers) or shear walls parallel to the flow of the water and (ii) adequately anchored so as not to impair the structural integrity of the building during a flood of up to the magnitude of the base flood. In the case of Zones A1-30, AE, A, A99, AO, AH, B, C, X and D, *elevated building* also includes a building elevated by means of fill or solid foundation perimeter walls with openings sufficient to facilitate the unimpeded movement of floodwaters.

- *Federal Register* means the official daily publication for rules, proposed rules and notices of federal agencies and organizations, as well as executive orders and other presidential documents.

Commented [AS1]: These definitions could conflict with other definitions in the chapter and will not affect FEMA compliance.

- *FEMA* means the Federal Emergency Management Agency, the agency responsible for administering the National Flood Insurance Program (NFIP).
- *Flood* or *flooding* means a general and temporary condition of partial or complete inundation of normally dry land areas from:
    1. The overflow of water from channels and reservoir spillways.
    2. The unusual and rapid accumulation or runoff of surface waters from any source.
    3. Mudslides or mudflows that occur from excess surface water that is combined with mud or other debris that is sufficiently fluid so as to flow over the surface of normally dry land areas (such as earth carried by a current of water and deposited along the path of the current).
- *Flood control structure* means a physical structure designed and built expressly or partially for the purpose of reducing, redirecting or guiding flood flows along a particular waterway. These specialized flood-modifying works are those constructed in conformance with sound engineering standards.
- *Flood Insurance Rate Map (FIRM)* means an official map of a community on which FEMA has delineated both the special flood hazard areas and the risk premium zones applicable to the community.
- *Flood Insurance Study (FIS)* means the official report provided by FEMA. The report contains the FIRM and flood profiles for studied flooding sources that can be used to determine BFEs for some areas.
- *Floodplain* or *flood-prone area* means any land area susceptible to being inundated as the result of a flood, including the area of land over which floodwater would flow from the spillway of a reservoir.
- *Floodplain Administrator* means the community official designated by title to administer and enforce the floodplain management regulations.
- *Floodplain Development Permit* means a permit required before construction or development begins within any special flood hazard area (SFHA). If FEMA has not defined the SFHA within a community, the community shall require permits for all proposed construction or other

development, including the placement of manufactured homes, so that it may determine whether such construction or other development is proposed within flood-prone areas. Permits are required to ensure that proposed development projects meet the requirements of the NFIP and this article.

- *Floodplain management* means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness Plans, flood control works and floodplain management regulations.
- *Floodplain management regulations* means zoning ordinances, subdivision regulations, building Codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance and erosion control ordinance) and other applications of police power. The term describes such state or local regulations, in any combination thereof, that provide standards for the purpose of flood damage prevention and reduction.
- *Floodproofing* means any combination of structural and/or nonstructural additions, changes or adjustments to structures that reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.
- *Floodway (regulatory floodway)* means the channel of a river or other watercourse and adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height. The statewide standard for the designated height to be used for all newly studied reaches shall be one-half (½) foot (six [6] inches). Letters of Map Revision to existing floodway delineations may continue to use the floodway criteria in place at the time of the existing floodway delineation.
- *Freeboard* means the vertical distance in feet above a predicted water surface elevation intended to provide a margin of safety to compensate for unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood, such as debris blockage of bridge openings and the increased runoff due to urbanization of the watershed.
- *Functionally dependent use* means a use that cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers and ship building and ship repair facilities but does not include long-term storage or related manufacturing facilities.
- *Highest adjacent grade* means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.
- *Historic structure* means any structure that is:
    1. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register

2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary of the Interior to qualify as a registered historic district
3. Individually listed on a state inventory of historic places in states with historic preservation programs that have been approved by the Secretary of the Interior
4. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
    a. By an approved state program as determined by the Secretary of the Interior.
    b. Directly by the Secretary of the Interior in states without approved programs.

- *Letter of Map Revision (LOMR)* means FEMA's official revision of an effective FIRM or Flood Boundary and Floodway Map (FBFM) or both. LOMRs are generally based on the implementation of physical measures that affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective BFEs or the SFHA.
- *Letter of Map Revision Based on Fill (LOMR-F)* means FEMA's modification of the SFHA shown on the FIRM based on the placement of fill outside the existing regulatory floodway.
- *Levee* means a human-made embankment, usually earthen, designed and constructed in accordance with sound engineering practices to contain, control or divert the flow of water so as to provide protection from temporary flooding. For a levee structure to be reflected on the FEMA FIRMs as providing flood protection, the levee structure must meet the requirements set forth in 44 CFR 65.10.
- *Levee system* means a flood protection system that consists of a levee or levees and associated structures such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.
- *Lowest floor* means the lowest floor of the lowest enclosed area (including basement). Any floor used for living purposes that includes working, storage, sleeping, cooking and eating or recreation or any combination thereof. This includes any floor that could be converted to such a use, such as a basement or crawl space. The lowest floor is a determinate for the flood insurance premium for a building, home or business. An unfinished or flood-resistant enclosure, usable solely for parking or vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirement of Section 60.3 of the NFIP regulations.
- *Material Safety Data Sheet (MSDS)* means a form with data regarding the properties of a particular substance. An important component of product stewardship and workplace safety, it is intended to provide workers and emergency personnel with procedures for handling or working with that substance in a safe manner and includes information such as physical data

(melting point, boiling point, flash point, etc.), toxicity, health effects, first aid, reactivity, storage, disposal, protective equipment and spill-handling procedures.

- *Mean sea level* means, for purposes of the NFIP, the North American Vertical Datum (NAVD) of 1988 or other datum to which BFEs shown on a community's FIRM are referenced.
- *National Flood Insurance Program (NFIP)* means FEMA's program of flood insurance coverage and floodplain management administered in conjunction with the Robert T. Stafford Relief and Emergency Assistance Act. The NFIP has applicable federal regulations promulgated in Title 44 of the CFR. The U.S. Congress established the NFIP in 1968 with the passage of the National Flood Insurance Act of 1968.
- *New manufactured home park or subdivision* means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.
- *No-rise certification* means a record of the results of an engineering analysis conducted to determine whether a project will increase flood heights in a floodway. A no-rise certification must be supported by technical data and signed by a registered Colorado professional engineer. The supporting technical data should be based on the standard step-backwater computer model used to develop the 100-year floodway shown on the FIRM or FBFM.
- *Physical Map Revision (PMR)* means FEMA's action whereby one (1) or more map panels are physically revised and republished. A PMR is used to change flood risk zones, floodplain and/or floodway delineations, flood elevations and/or Planimetric features.
- *Recreational vehicle* means a vehicle that is:
    1. Built on a single chassis.
    2. Four hundred (400) square feet or less when measured at the largest horizontal projections.
    3. Designed to be self-propelled or permanently towable by a light duty truck.
    4. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel or seasonal use.
- *Special Flood Hazard Area* means the land in the floodplain within a community subject to a one percent (1%) or greater chance of flooding in any given year, i.e. the one hundred (100)-year floodplain.
- *Start of construction* means the date the building permit was issued, including substantial improvements, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement or other improvement was within one hundred eighty (180) days of the permit date. The *actual start* means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the

construction of columns or any work beyond the stage of excavation or the placement of a manufactured home on a foundation. *Permanent construction* does not include land preparation, such as clearing, grading and filling, nor does it include the installation of streets and/or walkways, nor does it include excavation for basement, footings, piers or foundations or the erection of temporary forms, nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

- *Structure* means a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home.
- *Substantial damage* means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed fifty percent (50%) of the market value of the structure just prior to when the damage occurred.
- *Substantial improvement* means any reconstruction, rehabilitation, addition or other improvement of a structure, the cost of which equals or exceeds fifty percent (50%) of the market value of the structure before start of construction of the improvement. The value of the structure shall be determined by the local jurisdiction having land use authority in the area of interest. This includes structures that have incurred substantial damage, regardless of the actual repair work performed. The term does not, however, include either:
    1. Any project for improvement of a structure to correct existing violations of state or local health, sanitary or safety Code specifications that have been identified by the local Code enforcement official and that are the minimum necessary conditions.
    2. Any alteration of a "historic structure", provided that the alteration will not preclude the structure's continued designation as a "historic structure."
- *Threshold Planning Quantity (TPQ)* means a quantity designated for each chemical on the list of extremely hazardous substances that triggers notification by facilities to the State that such facilities are subject to emergency Planning requirements.
- *Variance* means a grant of relief to a person from the requirement of this article when specific enforcement would result in unnecessary hardship. A variance, therefore, permits construction or development in a manner otherwise prohibited by this article. (For full requirements, see Section 60.6 of the NFIP regulations).
- *Violation* means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications or other evidence of compliance required in Section 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4) or (e)(5) [of the NFIP regulations] is presumed to be in violation until such time as that documentation is provided.

- *Water surface elevation* means the height, in relation to the NAVD of 1988 (or other datum, where specified) of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

Division 3 – Administration

Sec. 16.10.310. Designation of floodplain administrator. *(Sec. 16.14.310)*

The Town is hereby appointed as the floodplain administrator to administer, implement and enforce the provisions of this article and other appropriate sections of 44 CFR (NFIP regulations) pertaining to floodplain management.

Sec. 16.10.320. Duties and responsibilities of floodplain administrator. *(Sec. 16.14.320)*

Duties and responsibilities of the floodplain administrator shall include but not be limited to the following:

(a) Maintain and hold open for public inspection all records pertaining to the provisions of this article, including the actual elevation (in relation to mean sea level) of the lowest floor (including basement) of all new or substantially improved structures and any floodproofing certificate.

(b) Review, approve or deny all applications for floodplain development permits required by adoption of this article.

(c) Review floodplain development permit applications to determine whether a proposed building site, including the placement of manufactured homes, will be reasonably safe from flooding.

(d) Review permits for proposed development to assure that all necessary permits have been obtained from those federal, state or local governmental agencies (including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. § 1334) from which prior approval is required.

(e) Inspect all development at appropriate times during the period of construction to ensure compliance with all provisions of this article, including proper elevation of the structure.

(f) Where interpretation is needed as to the exact location of the boundaries of the SFHA(for example, where there appears to be a conflict between a mapped boundary and actual field conditions) the floodplain administrator shall make the necessary interpretation.

(g) When BFE data has not been provided in accordance with this article, the floodplain administrator shall obtain, review and reasonably utilize any BFE data and floodway data available from a federal, state or other source, in order to administer the provisions of this article.

(h) For waterways with BFEs for which a regulatory floodway has not been designated, no new construction, substantial improvements or other development (including fill) shall be permitted within Zones A1-30 and AE on the community's FIRM unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one-half (½) foot at any point within the community.

(i) Under the provisions of 44 CFR Chapter 1, Section 65.12 of the NFIP regulations, a community may approve certain development in Zones A1-30, AE or AH on the community's FIRM that increases the water surface elevation of the base flood by more than one-half (½) foot, provided that the community first applies for a conditional FIRM revision through FEMA (conditional LMR), fulfills the requirements for such revisions as established under the provisions of Section 65.12 and receives FEMA approval.

(j) Prior to any alteration or relocation of a watercourse, notify, in riverine situations, adjacent communities and the state coordinating agency, which is the Colorado Water Conservation Board, and submit evidence of such notification to FEMA.

(k) Ensure that the flood-carrying capacity within the altered or relocated portion of any watercourse is maintained.

Sec. 16.10.330. Permit procedures. *(Sec. 16.14.330)*

(a) Application for a floodplain development permit shall be presented to the floodplain administrator on forms furnished by him or her and may include but not be limited to Plans in duplicate drawn to scale showing the location, dimensions and elevation of proposed landscape alterations, existing and proposed structures, including the placement of manufactured homes, and the location of the foregoing in relation to SFHA. Additionally, the following information is required:
   1. Elevation (in relation to mean sea level) of the lowest floor (including basement) of all new and substantially improved structures.
   2. Elevation (in relation to mean sea level) to which any nonresidential structure shall be floodproofed.
   3. A certificate from a registered Colorado professional engineer or architect that the nonresidential floodproofed structure shall meet the floodproofing criteria of Paragraph 16.10.420(2) of this Article.
   4. Description of the extent to which any watercourse or natural drainage will be altered or relocated as a result of proposed development.
   5. A record of all such information.

(b) Approval or denial of a floodplain development permit by the floodplain administrator shall be based on all of the provisions of this article and the following relevant factors:
   1. The danger to life and property due to flooding or erosion damage.
   2. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner.

3. The danger that materials may be swept onto other lands to the injury of others.
4. The compatibility of the proposed use with existing and anticipated development.
5. The safety of access to the property in times of flood for ordinary and emergency vehicles.
6. The costs of providing governmental services during and after flood conditions, including maintenance and repair of streets and bridges and public utilities and facilities such as sewer, gas, electrical and water systems.
7. The expected heights, velocity, duration, rate of rise and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site.
8. The necessity to the facility of a waterfront location, where applicable.
9. The availability of alternative locations not subject to flooding or erosion damage for the proposed use.
10. The relationship of the proposed use to the comprehensive Plan for that area.

Sec. 16.10.340. Variance procedures. *(Sec. 16.14.340)*

(a) The Appeal Board, as established by the community, shall hear and render judgment on requests for variances from the requirements of this article.

(b) The Appeal Board shall hear and render judgment on an appeal only when it is alleged there is an error in any requirement, decision or determination made by the floodplain administrator in the enforcement or administration of this article.

(c) Any person or persons aggrieved by the decision of the Appeal Board may appeal such decision in the courts of competent jurisdiction.

(d) The floodplain administrator shall maintain a record of all actions involving an appeal and shall report variances to FEMA upon request.

(e) Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic Places or the State Inventory of Historic Places, without regard to the procedures set forth in the remainder of this article.

(f) Variances may be issued for new construction and substantial improvements to be erected on a lot of one-half (½) acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing the relevant factors in Section 16.10.130 of this Article have been fully considered. As the lot size increases beyond the one-half (½) acre, the technical justification required for issuing the variance increases.

(g) Upon consideration of the factors noted above and the intent of this article, the Appeal Board may attach such conditions to the granting of variances as it deems necessary to further the purpose and objectives of this Article as stated in Section 16.10.130.

(h) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

(i) Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.

(j) Prerequisites for granting variances:

1. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
2. Variances shall only be issued upon:
    a. A good and sufficient cause.
    b. A determination that failure to grant the variance would result in exceptional hardship to the applicant.
    c. A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety or extraordinary public expense, will not create nuisances and will not cause fraud on or victimization of the public or conflict with existing local laws or ordinances.
3. Any applicant to whom a variance is granted shall be given written notice that the structure will be permitted to be built with the lowest floor elevation below the BFE and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.

(k) Variances may be issued by a community for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that:
1. The criteria outlined in Section 16.10.130 are met.
2. The structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.

Division 4 – Flood Hazard Reduction.

Sec. 16.10.410. General standards. *(Sec. 16.14.410)*

In all SFHAs, the following provisions are required for all new construction and substantial improvements:

(a) All new construction or substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.

(b) All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damage.

(c) All new construction or substantial improvements shall be constructed with materials resistant to flood damage.

(d) All new construction or substantial improvements shall be constructed with electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.

(e) All manufactured homes shall be installed using methods and practices that minimize flood damage. For the purposes of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse or lateral movement. Methods of anchoring may include but are not limited to the use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable state and local anchoring requirements for resisting wind forces.

(f) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system.

(g) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the system and discharge from the systems into floodwaters.

(h) On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

Sec. 16.10.420. Specific standards. *(Sec. 16.14.420)*

In all SFHAs where BFE data has been provided as set forth in Section 16.10.320, the following provisions are required:

(a) Residential construction. New construction and substantial improvement of any residential structure shall have the lowest floor (including basement), electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities (including ductwork) elevated to one (1) foot above the BFE. Upon completion of the structure, the elevation of the lowest floor, including basement, shall be certified by a registered Colorado professional engineer, architect or land surveyor. Such certification shall be submitted to the floodplain administrator.

(b) Nonresidential construction.

1. With the exception of critical facilities, new construction and substantial improvements of any commercial, industrial or other nonresidential structure shall either have the lowest floor (including basement), electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities (including ductwork) elevated to one (1) foot above the BFE or, together with attendant utility and sanitary facilities, be designed so that at one (1) foot above the BFE, the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy.
2. A registered Colorado professional engineer or architect shall develop and/or review structural design, specifications and Plans for the construction and shall certify that the design and methods of construction are in accordance with accepted standards of practice as outlined in this Subsection. Such certification shall be maintained by the floodplain administrator.

(c) Enclosures.

1. New construction and substantial improvements with fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area other than a basement and that are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters.
2. Designs for meeting this requirement must either be certified by a registered Colorado professional engineer or architect or meet or exceed the following minimum criteria:
    a. A minimum of two (2) openings having a total net area of not less than one (1) square inch for every square foot of enclosed area subject to flooding shall be provided.
    b. The bottom of all openings shall be no higher than one (1) foot above grade.

    Openings may be equipped with screens, louvers, valves or other coverings or devices, provided that they permit the automatic entry and exit of floodwaters.

(d) Manufactured homes.

1. All manufactured homes that are placed or substantially improved within Zones A1-30, AH and AE on the community's FIRM on sites (i) outside of a manufactured home park or subdivision, (ii) in a new manufactured home park or subdivision, (iii) in an expansion to an existing manufactured home park or subdivision or (iv) in an existing manufactured home park or subdivision on which manufactured home has incurred "substantial damage" as a result of a flood, shall be elevated on a permanent foundation such that the lowest floor of the manufactured home, electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities (including ductwork) are elevated to one (1) foot above the BFE and securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement.

2. All manufactured homes placed or substantially improved on sites in an existing manufactured home park or subdivision within Zones A1-30, AH and AE on the community's FIRM that are not subject to the provisions of the above subparagraph shall be elevated so that either:
    a. The lowest floor of the manufactured home, electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities (including ductwork) are one (1) foot above the BFE.
    b. The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than thirty-six (36) inches in height above grade and securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement.

(e) Recreational vehicles. All recreational vehicles placed on sites within Zones A1-30, AH and AE on the community's FIRM shall either:
1. Be on the site for fewer than one hundred eighty (180) consecutive days.
2. Be fully licensed and ready for highway use.
3. Meet the permit requirements of Section 16.10.330 of this Article and the elevation and anchoring requirements for "manufactured homes" in Paragraph (4) of this section.

A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices and has no permanently attached additions.

(f) Prior approved activities. Any activity for which a floodplain development permit was issued by the Town or a CLOMR was issued by FEMA may be completed according to the standards in place at the time of the permit or CLOMR issuance and will not be considered in violation of this article if it meets such standards.

Sec. 16.10.430. Standards for areas of shallow flooding (AO/AH zones). *(Sec. 16.14.430)*

Located within the SFHA established in Section 16.10.130 of this Article are areas designated as shallow flooding. These areas have special flood hazards associated with base flood depths of one (1) to three (3) feet where a clearly defined channel does not exist and where the path of flooding is unpredictable and velocity flow may be evident. Such flooding is characterized by ponding or sheet flow; therefore, the following provisions apply:

(a) Residential construction. All new construction and substantial improvements of residential structures must have the lowest floor (including basement), electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities (including ductwork) elevated above the highest adjacent grade at least one (1) foot above the depth number specified in feet on the community's FIRM (at least three [3] feet if no depth number is specified). Upon completion of the structure, the elevation of the lowest floor, including basement, shall be certified by a registered Colorado professional engineer, architect or land surveyor. Such certification shall be submitted to the floodplain administrator.

(b) Nonresidential construction. With the exception of critical facilities, all new construction and substantial improvements of nonresidential structures must have the lowest floor (including basement), electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities (including ductwork) elevated above the highest adjacent grade at least one (1) foot above the depth number specified in feet on the community's FIRM (at least three [3] feet if no depth number is specified) or, together with attendant utility and sanitary facilities, be designed so that the structure is watertight to at least one (1) foot above the base flood level with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads of effects of buoyancy. A registered Colorado professional engineer or architect shall submit a certification to the floodplain administrator that the standards of this section are satisfied.

Within Zones AH or AO, adequate drainage paths around structures on slopes are required to guide floodwaters around and away from proposed structures.

Sec. 16.10.440. Floodways. *(Sec. 16.14.440)*

Floodways are administrative limits and tools used to regulate existing and future floodplain development. The State has adopted floodway standards that are more stringent than the FEMA minimum standard (see definition of floodway, Section 16.10.210 of this article). Located within SFHA established in Section 16.10.130 of this article are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of floodwaters that carry debris, potential projectiles and erosion potential, the following provisions shall apply:

(a) Encroachments are prohibited, including fill, new construction, substantial improvements and other development within the adopted regulatory floodway unless it has been demonstrated through hydrologic and hydraulic analyses performed by a licensed Colorado professional engineer and in accordance with standard engineering practice that the proposed encroachment would not result in any increase (requires a no-rise certification) in flood levels within the community during the occurrence of the base flood discharge.

(b) All new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions.

(c) Under the provisions of 44 CFR Chapter 1, Section 65.12 of the National Flood Insurance Regulations, a community may permit encroachments within the adopted regulatory floodway that would result in an increase in BFEs, provided that the community first applies for a CLOMR and floodway revision through FEMA.

Sec. 16.10.450. Alteration of watercourse. *(Sec. 16.14.450)*

For all proposed developments that alter a watercourse within a SFHA, the following standards apply:

(a) Channelization and flow diversion projects shall appropriately consider issues of sediment transport, erosion, deposition and channel migration and properly mitigate potential problems through the project as well as upstream and downstream of any improvement activity. A detailed analysis of sediment transport and overall channel stability should be considered, when appropriate, to assist in determining the most appropriate design.

(b) Channelization and flow diversion projects shall evaluate the residual one hundred (100)-year floodplain.

(c) Any channelization or other stream alteration activity proposed by a project proponent must be evaluated for its impact on the regulatory floodplain and comply with all applicable federal, state and local floodplain rules, regulations and ordinances.

(d) Any stream alteration activity shall be designed and sealed by a registered Colorado professional engineer or certified professional hydrologist.

(e) All activities within the regulatory floodplain shall meet all applicable federal, state and Town floodplain requirements and regulations.

(f) Within the regulatory floodway, stream alteration activities shall not be constructed unless the project proponent demonstrates through a floodway analysis and report, sealed by a registered Colorado professional engineer, that there is not more than a 0.00-foot rise in the proposed conditions compared to existing conditions in the floodway resulting from the project, otherwise known as a no-rise certification, unless the community first applies for a CLOMR and floodway revision in accordance with Section 16.10.440.

(g) Maintenance shall be required for any altered or relocated portions of watercourses so that the flood-carrying capacity is not diminished.

Sec. 16.10.460. Properties removed from floodplain by fill. *(Sec. 16.14.460)*

A floodplain development permit shall not be issued for the construction of a new structure or addition to an existing structure on a property removed from the floodplain by the issuance of a FEMA (LOMR-F) unless such new structure or addition complies with the following:

(a) Residential construction. The lowest floor (including basement), electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities (including ductwork) must be elevated to one (1) foot above the BFE that existed prior to the placement of fill.

(b) Nonresidential construction. The lowest floor (including basement), electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities (including ductwork) must be elevated to one (1) foot above the BFE that existed prior to the placement of fill or, together with attendant utility and sanitary facilities, be designed so that the structure or addition is watertight to at least one (1) foot above the base flood level that existed prior to the placement of fill with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy.

Sec. 16.10.470. Standards for subdivision proposals. *(Sec. 16.14.470)*

(a) All subdivision proposals that include the placement of manufactured home parks and subdivisions shall be reasonably safe from flooding. If a subdivision or other development proposal is in a flood-prone area, the proposal shall minimize flood damage.

(b) All proposals for the development of subdivisions that include the placement of manufactured home parks and subdivisions shall meet floodplain development permit requirements.

(c) BFE data shall be generated for subdivision proposals and other proposed development, including the placement of manufactured home parks and subdivisions that is greater than fifty (50) lots or five (5) acres, whichever is lesser.

(d) All subdivision proposals that include the placement of manufactured home parks and subdivisions shall have adequate drainage provided to reduce exposure to flood hazards.

(e) All subdivision proposals that include the placement of manufactured home parks and subdivisions shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.

Sec. 16.10.480. Standards for critical facilities. *(Sec. 16.14.480)*

A critical facility is a structure or related infrastructure, but not the land on which it is situated, as specified in Rule 6 of the Rules and Regulations for Regulatory Floodplains in Colorado, that, if flooded, may result in significant hazards to public health and safety or interrupt essential services and operations for the community at any time before, during and after a flood.

(a) Classification of critical facilities. Critical Facilities are classified under the following categories: (a) essential services; (b) hazardous materials; (c) at-risk populations; and (d) vital to restoring normal services. It is the responsibility of the Town to identify and confirm that specific structures in their community meet the following criteria:

1. Essential services facilities include public safety, emergency response, emergency medical, designated emergency shelters, communications, public utility Plant facilities and transportation lifelines. These facilities consist of:
    a. Public safety (police stations, fire and rescue stations, emergency vehicle and equipment storage, and emergency operation centers).
    b. Emergency medical (hospitals, ambulance service centers, urgent care centers having emergency treatment functions and non-ambulatory surgical structures but excluding clinics, doctors' offices and non-urgent care medical structures that do not provide these functions).
    c. Designated emergency shelters.
    d. Communications (main hubs for telephone, broadcasting equipment for cable systems, satellite dish systems, cellular systems, television, radio and other emergency warning systems but excluding towers, poles, lines, cables and conduits).
    e. Public utility Plant facilities for generation and distribution (hubs, treatment Plants, substations and pumping stations for water, power and gas but excluding towers, poles, power lines, buried pipelines, transmission lines, distribution lines and service lines).
    f. Air transportation lifelines (airports [municipal and larger], helicopter pads and structures serving emergency functions and associated infrastructure [aviation control towers, air traffic-control centers and emergency equipment aircraft hangars]).
    g. Specific exemptions to this category include wastewater treatment Plants (WWTP), non-potable water treatment and distribution systems and hydroelectric power generating Plants and related appurtenances.

    Public utility Plant facilities may be exempted if it can be demonstrated to the satisfaction of the Town that the facility is an element of a redundant system for which service will not be interrupted during a flood. At a minimum, it shall be demonstrated that redundant facilities are available (either owned by the same utility or available through an intergovernmental agreement or other contract) and connected, the alternative facilities are either located outside of the one hundred (100)-year floodplain or are compliant with the provisions of this article and that an operations Plan is in effect that states how redundant systems will provide service to the affected area in the event of a flood. Evidence of ongoing redundancy shall be provided to the Town on an as-needed basis upon request.

2. Hazardous materials facilities include facilities that produce or store highly volatile, flammable, explosive, toxic and/or water-reactive materials.
    a. These facilities may include:
        (1) Chemical and pharmaceutical Plants (chemical Plant, pharmaceutical manufacturing).

(2) Laboratories containing highly volatile, flammable, explosive, toxic and/or water-reactive materials.
(3) Refineries.
(4) Hazardous waste storage and disposal sites.
(5) Above ground gasoline or propane storage or sales centers.

b. Facilities shall be determined to be critical facilities if they produce or store materials in excess of threshold limits. If the owner of a facility is required by the Occupational Safety and Health Administration (OSHA) to keep a MSDS on file for any chemicals stored or used in the work place and the chemicals are stored in quantities equal to or greater than the TPQ for that chemical, then that facility shall be considered to be a critical facility. The TPQ for these chemicals is either five hundred (500) pounds or the TPQ listed (whichever is lower) for the three hundred fifty-six (356) chemicals listed under 40 CFR § 302 (2010), also known as extremely hazardous substances or ten thousand (10,000) pounds for any other chemical. This threshold is consistent with the requirements for reportable chemicals established by the Colorado Department of Public Health and Environment. OSHA requirements for MSDS can be found in 29 CFR § 1910 (2010). The Environmental Protection Agency (EPA) regulation "Designation, Reportable Quantities, and Notification," 40 CFR § 302 (2010), and OSHA regulation "Occupational Safety and Health Standards," 29 CFR § 1910 (2010), are incorporated herein by reference and include the regulations in existence at the time of the promulgation this article but exclude later amendments to or editions of the regulations.

c. Specific exemptions to this category include:
(1) Finished consumer products within retail centers and households containing hazardous materials intended for household use and agricultural products intended for agricultural use.
(2) Buildings and other structures containing hazardous materials for which it can be demonstrated to the satisfaction of the local authority having jurisdiction by hazard assessment and certification by a qualified professional (as determined by the local jurisdiction having land use authority) that a release of the subject hazardous material does not pose a major threat to the public.
(3) Pharmaceutical sales, use, storage and distribution centers that do not manufacture pharmaceutical products.

These exemptions shall not apply to buildings or other structures that also function as critical facilities under another category outlined in this article.

3. At-risk population facilities include medical care, congregate care and schools. These facilities consist of:
   a. Elder care (nursing homes).

b. Congregate care serving twelve (12) or more individuals (day care and assisted living).
c. Public and private schools (pre-schools, K-12 schools) and before-school and after-school care serving twelve (12) or more children.

4. Facilities vital to restoring normal services, including government operations.
   a. These facilities consist of:
      (1) Essential government operations (public records, courts, jails, building permitting and inspection services, community administration and management, maintenance and equipment centers).
      (2) Essential structures for public colleges and universities (dormitories, offices and classrooms only).
   b. These facilities may be exempted if it is demonstrated to the Town that the facility is an element of a redundant system for which service will not be interrupted during a flood. At a minimum, it shall be demonstrated that redundant facilities are available (either owned by the same entity or available through an intergovernmental agreement or other contract), that alternative facilities are either located outside of the 100-year floodplain or are compliant with this article and that an operations Plan is in effect that states how redundant facilities will provide service to the affected area in the event of a flood. Evidence of ongoing redundancy shall be provided to the Town on an as-needed basis upon request.

(b) Protection for critical facilities. All new and substantially improved critical facilities and new additions to critical facilities located within the SFHA shall be regulated to a higher standard than structures not determined to be critical facilities. For the purposes of this article, protection shall include one (1) of the following:
   1. Location outside the SFHA.
   2. Elevation of the lowest floor or floodproofing of the structure, together with attendant utility and sanitary facilities, to at least two (2) feet above the BFE.

(c) Ingress and egress for new critical facilities. New critical facilities shall, when practicable as determined by the Town, have continuous non-inundated access (ingress and egress for evacuation and emergency services) during a one hundred (100)-year flood event.

Article 10 – Flood Damage Prevention *(Chapter 16, Article 14)*

Division 1 – ~~Title and Purpose~~General Provisions and Applicability.

Sec. 16.10.100. Statutory authorization. *(Sec. 16.14.10)*

The legislature of the State has, in Article 20 of Title 29, C.R.S., delegated the responsibility of local governmental units to adopt regulations designed to minimize flood losses. Therefore, the Town Council hereby adopts the following floodplain management regulations.

Sec. 16.10.105. Findings of fact. *(Sec. 16.14.20)*

(a) The flood hazard areas of the Town are subject to periodic inundation, which can result in loss of life and property, health and safety hazards, disruption of commerce and governmental services and extraordinary public expenditures for flood protection and relief, all of which adversely affect the health, safety and general welfare of the public.

(b) These flood losses are created by the cumulative effect of obstructions in floodplains, which cause an increase in flood heights and velocities. Flood losses are also created by the occupancy of flood hazard areas by uses vulnerable to floods and hazardous to other lands because they are inadequately elevated, floodproofed or otherwise protected from flood damage.

Sec. 16.10.110. Statement of purpose. *(Sec. 16.14.30)*

It is the purpose of this article to promote public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

(a) Protect human life and health.

(b) Minimize expenditure of public money for costly flood control projects.

(c) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public.

(d) Minimize prolonged business interruptions.

(e) Minimize damage to critical facilities, infrastructure and other public facilities, such as water, sewer and gas mains, electric and communications stations and streets and bridges located in floodplains.

(f) Help maintain a stable tax base by providing for the sound use and development of flood-prone areas in such a manner as to minimize future flood blight areas.

(g) Ensure that potential buyers are notified that property is located in a flood hazard area.

Sec. 16.10.115. Methods of reducing flood losses. *(Sec. 16.14.40)*

In order to accomplish its purposes, this article uses the following methods:

(a) Restricts or prohibits uses that are dangerous to health, safety or property in times of flood or cause excessive increases in flood heights or velocities.

(b) Requires that uses vulnerable to floods, including facilities that serve such uses, are protected against flood damage at the time of initial construction.

(c) Controls the alteration of natural floodplains, stream channels and natural protective barriers that are involved in the accommodation of floodwaters.

(d) Controls filling, grading, dredging and other development that may increase flood damage.

(e) Prevents or regulates the construction of flood barriers that will unnaturally divert floodwaters or that may increase flood hazards to other lands.

~~**Sec. 16.9.110. Definitions.** *(Sec. 16.14.110)*~~

~~Unless specifically defined in the following list, words or phrases used in this Article shall be interpreted to give them the meaning they have in common usage and to give this Article its most reasonable application.~~

Commented [JO1]: Mary Lynn - update to match O&G and Solar verbiage.

~~*100-year flood* means a flood having a recurrence interval that has a one-percent (1%) chance of being equaled or exceeded during any given year (one-percent-annual-chance flood). The terms *one-hundred-year flood* and *one-percent-chance flood* are synonymous with the term *100-year flood.* The term does not imply that the flood will necessarily happen once every one hundred (100) years.~~

~~*100-year floodplain* means the area of land susceptible to being inundated as a result of the occurrence of a one-hundred-year flood.~~

~~*500-year flood* means a flood having a recurrence interval that has a 0.2-percent chance of being equaled or exceeded during any given year (0.2-percent-chance-annual flood). The term does not imply that the flood will necessarily happen once every five hundred (500) years.~~

~~*500-year floodplain* means the area of land susceptible to being inundated as a result of the occurrence of a five-hundred (500)-year flood.~~

~~*Addition* means any activity that expands the enclosed footprint or increases the square footage of an existing structure.~~

~~*Alluvial fan flooding* means a fan-shaped sediment deposit formed by a stream that flows from a steep mountain valley or gorge onto a plain or the junction of a tributary stream with the main stream. Alluvial fans contain active stream channels and boulder bars and recently abandoned channels. Alluvial fans are predominantly formed by alluvial deposits and are modified by infrequent sheet flood, channel avulsions and other stream processes.~~

~~*Area of shallow flooding* means a designated Zone AO or AH on a community's flood insurance rate map (FIRM) with a one-percent (1%) chance or greater annual chance of flooding to an average depth of one (1) to three (3) feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.~~

~~*Base Flood Elevation (BFE)* means the elevation shown on a FEMA FIRM for Zones AE, AH, A1-A30, AR, AR/A, AR/AE, AR/A1-A30, AR/AH, AR/AO, V1-V30 and VE that indicates the water surface elevation resulting from a flood that has a one-percent (1%) chance of equaling or exceeding that level in any given year.~~

~~*Basement* means any area of a building having its floor subgrade (below ground level) on all sides.~~

~~*Channel* means the physical confine of a stream or waterway consisting of a bed and stream banks, existing in a variety of geometries.~~

~~*Channelization* means the artificial creation, enlargement or realignment of a stream channel.~~

~~*Code of Federal Regulations (CFR)* means the codification of the general and permanent rules published in the Federal Register by the executive departments and agencies of the Federal Government. It is divided into fifty (50) titles that represent broad areas subject to federal regulation.~~

~~*Community* means any political subdivision in the State that has authority to adopt and enforce floodplain management regulations through zoning, including but not limited to cities, Towns, unincorporated areas in the counties, Indian tribes and drainage and flood control districts.~~

~~*Conditional Letter of Map Revision (CLOMR)* means FEMA's comment on a proposed project, which does not revise an effective floodplain map and which would, upon construction, affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodplain.~~

~~*Critical Facility* means a structure or related infrastructure but not the land on which it is situated that, if flooded, may result in significant hazards to public health and safety or interrupt essential services and operations for the community at any time before, during and after a flood.~~

~~*Development* means any human-made change in improved and unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.~~

~~*DFIRM (Digital Flood Insurance Rate Map) database* means a database (usually spreadsheets containing data and analyses that accompany DFIRMs). The FEMA mapping specifications and guidelines outline requirements for the development and maintenance of DFIRM databases.~~

~~*Digital Flood Insurance Rate Map (DFIRM)* means a FEMA digital floodplain map. These digital maps serve as "regulatory floodplain maps" for insurance and floodplain management purposes.~~

~~*Elevated building* means a non-basement building (i) built, in the case of a building in Zones A1-30, AE, A, A99, AO, AH, B, C, X and D, to have the top of the elevated floor above the ground level by means of pilings, columns (posts and piers) or shear walls parallel to the flow of the water and (ii) adequately anchored so as not to impair the structural integrity of the building during a flood of up to the magnitude of the base flood. In the case of Zones A1-30, AE, A, A99, AO, AH, B, C, X and D, *elevated building* also includes a building elevated by means of fill or solid foundation perimeter walls with openings sufficient to facilitate the unimpeded movement of floodwaters.~~

~~*Existing manufactured home park or subdivision* means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.~~

~~*Expansion to an existing manufactured home park or subdivision* means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets and either final site grading or the pouring of concrete pads).~~

~~*Federal Register* means the official daily publication for rules, proposed rules and notices of federal agencies and organizations, as well as executive orders and other presidential documents.~~

~~*FEMA* means the Federal Emergency Management Agency, the agency responsible for administering the National Flood Insurance Program (NFIP).~~

~~*Flood* or *flooding* means a general and temporary condition of partial or complete inundation of normally dry land areas from:~~

1. ~~The overflow of water from channels and reservoir spillways.~~
2. ~~The unusual and rapid accumulation or runoff of surface waters from any source.~~
3. ~~Mudslides or mudflows that occur from excess surface water that is combined with mud or other debris that is sufficiently fluid so as to flow over the surface of normally dry land areas (such as earth carried by a current of water and deposited along the path of the current).~~

~~*Flood control structure* means a physical structure designed and built expressly or partially for the purpose of reducing, redirecting or guiding flood flows along a particular waterway. These specialized flood-modifying works are those constructed in conformance with sound engineering standards.~~

~~*Flood Insurance Rate Map (FIRM)* means an official map of a community on which FEMA has delineated both the special flood hazard areas and the risk premium zones applicable to the community.~~

~~*Flood Insurance Study (FIS)* means the official report provided by FEMA. The report contains the FIRM and flood profiles for studied flooding sources that can be used to determine BFEs for some areas.~~

~~*Floodplain* or*flood-prone area* means any land area susceptible to being inundated as the result of a flood, including the area of land over which floodwater would flow from the spillway of a reservoir.~~

~~*Floodplain Administrator* means the community official designated by title to administer and enforce the floodplain management regulations.~~

~~*Floodplain Development Permit* means a permit required before construction or development begins within any special flood hazard area (SFHA). If FEMA has not defined the SFHA within a community, the community shall require permits for all proposed construction or other development, including the placement of manufactured homes, so that it may determine whether such construction or other development is proposed within flood-prone areas. Permits are required to ensure that proposed development projects meet the requirements of the NFIP and this article.~~

~~*Floodplain management* means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness Plans, flood control works and floodplain management regulations.~~

~~*Floodplain management regulations* means zoning ordinances, subdivision regulations, building Codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance and erosion control ordinance) and other applications of police power. The term describes such state or local regulations, in any combination thereof, that provide standards for the purpose of flood damage prevention and reduction.~~

~~*Floodproofing* means any combination of structural and/or nonstructural additions, changes or adjustments to structures that reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.~~

~~*Floodway (regulatory floodway)* means the channel of a river or other watercourse and adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height. The statewide standard for the designated height to be used for all newly studied reaches shall be one-half (½) foot (six [6] inches). Letters of Map Revision to existing floodway delineations may continue to use the floodway criteria in place at the time of the existing floodway delineation.~~

~~*FreeBoard* means the vertical distance in feet above a predicted water surface elevation intended to provide a margin of safety to compensate for unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood, such as debris blockage of bridge openings and the increased runoff due to urbanization of the watershed.~~

~~*Functionally dependent use* means a use that cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers and ship building and ship repair facilities but does not include long-term storage or related manufacturing facilities.~~

~~*Highest adjacent grade* means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.~~

~~*Historic structure* means any structure that is:~~

1. ~~Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register~~
2. ~~Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary of the Interior to qualify as a registered historic district~~
3. ~~Individually listed on a state inventory of historic places in states with historic preservation programs that have been approved by the Secretary of the Interior~~
4. ~~Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:~~
    a. ~~By an approved state program as determined by the Secretary of the Interior.~~
    b. ~~Directly by the Secretary of the Interior in states without approved programs.~~

~~*Letter of Map Revision (LOMR)* means FEMA's official revision of an effective FIRM or Flood Boundary and Floodway Map (FBFM) or both. LOMRs are generally based on the implementation of physical measures that affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective BFEs or the SFHA.~~

~~*Letter of Map Revision Based on Fill (LOMR-F)* means FEMA's modification of the SFHA shown on the FIRM based on the placement of fill outside the existing regulatory floodway.~~

~~*Levee* means a human-made embankment, usually earthen, designed and constructed in accordance with sound engineering practices to contain, control or divert the flow of water so as to provide protection from temporary flooding. For a levee structure to be reflected on the FEMA FIRMs as providing flood protection, the levee structure must meet the requirements set forth in 44 CFR 65.10.~~

~~*Levee system* means a flood protection system that consists of a levee or levees and associated structures such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.~~

~~*Lowest floor* means the lowest floor of the lowest enclosed area (including basement). Any floor used for living purposes that includes working, storage, sleeping, cooking and eating or recreation or any combination thereof. This includes any floor that could be converted to such a use, such as a basement or crawl space. The lowest floor is a determinate for the flood insurance premium for a building, home or business. An unfinished or flood-resistant enclosure, usable solely for parking or vehicles, building~~

~~access or storage in an area other than a basement area is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirement of Section 60.3 of the NFIP regulations.~~

~~*Manufactured home* means a structure transportable in one (1) or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. The term *manufactured home* does not include a recreational vehicle.~~

~~*Manufactured home park or subdivision* means a parcel (or contiguous parcels) of land divided into two (2) or more manufactured home lots for rent or sale.~~

~~*Material Safety Data Sheet (MSDS)* means a form with data regarding the properties of a particular substance. An important component of product stewardship and workplace safety, it is intended to provide workers and emergency personnel with procedures for handling or working with that substance in a safe manner and includes information such as physical data (melting point, boiling point, flash point, etc.), toxicity, health effects, first aid, reactivity, storage, disposal, protective equipment and spill-handling procedures.~~

~~*Mean sea level* means, for purposes of the NFIP, the North American Vertical Datum (NAVD) of 1988 or other datum to which BFEs shown on a community's FIRM are referenced.~~

~~*National Flood Insurance Program (NFIP)* means FEMA's program of flood insurance coverage and floodplain management administered in conjunction with the Robert T. Stafford Relief and Emergency Assistance Act. The NFIP has applicable federal regulations promulgated in Title 44 of the CFR. The U.S. Congress established the NFIP in 1968 with the passage of the National Flood Insurance Act of 1968.~~

~~*New manufactured home park or subdivision* means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.~~

~~*No-rise certification* means a record of the results of an engineering analysis conducted to determine whether a project will increase flood heights in a floodway. A no-rise certification must be supported by technical data and signed by a registered Colorado professional engineer. The supporting technical data should be based on the standard step-backwater computer model used to develop the 100-year floodway shown on the FIRM or FBFM.~~

~~*Physical Map Revision (PMR)* means FEMA's action whereby one (1) or more map panels are physically revised and republished. A PMR is used to change flood risk zones, floodplain and/or floodway delineations, flood elevations and/or Planimetric features.~~

~~*Recreational vehicle* means a vehicle that is:~~

1. ~~Built on a single chassis.~~
2. ~~Four hundred (400) square feet or less when measured at the largest horizontal projections.~~

3. ~~Designed to be self-propelled or permanently towable by a light duty truck.~~
4. ~~Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel or seasonal use.~~

~~*Special Flood Hazard Area* means the land in the floodplain within a community subject to a one percent (1%) or greater chance of flooding in any given year, i.e. the one hundred (100)-year floodplain.~~

~~*Start of construction* means the date the building permit was issued, including substantial improvements, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement or other improvement was within one hundred eighty (180) days of the permit date. The *actual start* means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns or any work beyond the stage of excavation or the placement of a manufactured home on a foundation. *Permanent construction* does not include land preparation, such as clearing, grading and filling, nor does it include the installation of streets and/or walkways, nor does it include excavation for basement, footings, piers or foundations or the erection of temporary forms, nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building.~~

~~*Structure* means a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home.~~

~~*Substantial damage* means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed fifty percent (50%) of the market value of the structure just prior to when the damage occurred.~~

~~*Substantial improvement* means any reconstruction, rehabilitation, addition or other improvement of a structure, the cost of which equals or exceeds fifty percent (50%) of the market value of the structure before start of construction of the improvement. The value of the structure shall be determined by the local jurisdiction having land use authority in the area of interest. This includes structures that have incurred substantial damage, regardless of the actual repair work performed. The term does not, however, include either:~~

1. ~~Any project for improvement of a structure to correct existing violations of state or local health, sanitary or safety Code specifications that have been identified by the local Code enforcement official and that are the minimum necessary conditions.~~
2. ~~Any alteration of a "historic structure", provided that the alteration will not preclude the structure's continued designation as a "historic structure."~~

~~*Threshold Planning Quantity (TPQ)* means a quantity designated for each chemical on the list of extremely hazardous substances that triggers notification by facilities to the State that such facilities are subject to emergency Planning requirements.~~

~~*Variance* means a grant of relief to a person from the requirement of this article when specific enforcement would result in unnecessary hardship. A variance, therefore, permits construction or development in a manner otherwise prohibited by this article. (For full requirements, see Section 60.6 of the NFIP regulations).~~

~~*Violation* means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications or other evidence of compliance required in Section 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4) or (e)(5) [of the NFIP regulations] is presumed to be in violation until such time as that documentation is provided.~~

~~*Water surface elevation* means the height, in relation to the NAVD of 1988 (or other datum, where specified) of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.~~

Sec. 16.10.120. Lands to which article applies. *(Sec. 16.14.120)*

This article shall apply to all special flood hazard areas (SFHAs) and areas removed from the floodplain by the issuance of a FEMA LOMR-F within the jurisdiction of the Town.

Sec. 16.10.130. Basis for establishing SFHA. *(Sec. 16.14.130)*

The SFHAs identified by FEMA in the scientific and engineering report *The FIS for the Town of Severance, Colorado*, dated May 31, 2013, with accompanying FIRMs and/or FBFMs and the revisions thereto as shown on those portions of FIRM Number 08123C1185E, Number 08123C1205E, Number 08123C1211E, Number 08123C1213E, and Number 08123C1501E, Weld County, Colorado, effective January 20, 2016, that are currently within the corporate limits of the Town are hereby adopted by reference and declared to be a part of this article. These SFHAs identified by the FIS and attendant mapping are the minimum area of applicability of this article and may be supplemented by studies designated and approved by the Town. The floodplain administrator shall keep a copy of the FIS, DFIRMs, FIRMs and/or FBFMs on file and available for public inspection.

Sec. 16.10.140. Establishment of floodplain development permit. *(Sec. 16.14.140)*

A floodplain development permit shall be required to ensure conformance with the provisions of this article.

Sec. 16.10.150. Compliance. *(Sec. 16.14.150)*

No structure or land shall hereafter be located, altered or have its use changed within the SFHA without full compliance with the terms of this article and other applicable regulations. Nothing herein shall prevent the Town from taking such lawful action as is necessary to prevent or remedy any violation. These regulations meet the minimum requirements as set forth by the Colorado Water Conservation Board and NFIP.

Sec. 16.10.160. Abrogation and greater restrictions. *(Sec. 16.14.160)*

This article is not intended to repeal, abrogate or impair any existing easements, covenants or deed restrictions. However, where this article and another ordinance, easement, covenant or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

Sec. 16.10.170. Interpretation. *(Sec. 16.14.170)*

In the interpretation and application of this article, all provisions shall be:

(a) Considered as minimum requirements.

(b) Liberally construed in favor of the governing body.

(c) Deemed neither to limit nor repeal any other powers granted under state statutes.

Sec. 16.10.180. Warning and disclaimer of liability. *(Sec. 16.14.180)*

(a) The degree of flood protection required by this article is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. On rare occasions, greater floods can and will occur, and flood heights may be increased by human-made or natural causes.

(b) This article does not imply that land outside the SFHA or uses permitted within such areas will be free from flooding or flood damages. This article shall not create liability on the part of the community or any official or employee thereof for any flood damages that result from reliance on this Article, or any administrative decision lawfully made thereunder.

Sec. 16.10.190. Severability. *(Sec. 16.14.190)*

This article and the various parts thereof are hereby declared to be severable. Should any section of this article be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the article as a whole or any portion thereof, other than the section so declared to be unconstitutional or invalid.

Division 2 – Definitions. *(Division 1, Sec. 16.14.110)*

Sec. 16.10.210. Definitions. *(Sec. 16.14.110)*

All terms used in this article that are defined in the Act or in commission regulations and not otherwise defined in this section are defined as provided in the Act or in such regulations as of the effective date of this article. All other words used in this article are given their usual, customary, and accepted meaning. When not otherwise clearly indicated by the context of the matter, the following words and phrases used in this article have the following meanings: ~~Unless specifically defined in the following list, words or phrases used in this article shall be interpreted to give them the meaning they have in common usage and to give this article its most reasonable application.~~

- *100-year flood* means a flood having a recurrence interval that has a one-percent (1%) chance of being equaled or exceeded during any given year (one-percent-annual-chance flood). The terms *one-hundred-year flood* and *one-percent-chance flood* are synonymous with the term *100-year flood.* The term does not imply that the flood will necessarily happen once every one hundred (100) years.
- *100-year floodplain* means the area of land susceptible to being inundated as a result of the occurrence of a one-hundred-year flood.
- *500-year flood* means a flood having a recurrence interval that has a 0.2-percent chance of being equaled or exceeded during any given year (0.2-percent-chance-annual flood). The term does not imply that the flood will necessarily happen once every five hundred (500) years.
- *500-year floodplain* means the area of land susceptible to being inundated as a result of the occurrence of a five-hundred (500)-year flood.
- *Addition* means any activity that expands the enclosed footprint or increases the square footage of an existing structure.
- *Alluvial fan flooding* means a fan-shaped sediment deposit formed by a stream that flows from a steep mountain valley or gorge onto a plain or the junction of a tributary stream with the main stream. Alluvial fans contain active stream channels and boulder bars and recently abandoned channels. Alluvial fans are predominantly formed by alluvial deposits and are modified by infrequent sheet flood, channel avulsions and other stream processes.
- *Area of shallow flooding* means a designated Zone AO or AH on a community's flood insurance rate map (FIRM) with a one-percent (1%) chance or greater annual chance of flooding to an average depth of one (1) to three (3) feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.
- *Base Flood Elevation (BFE)* means the elevation shown on a FEMA FIRM for Zones AE, AH, A1-A30, AR, AR/A, AR/AE, AR/A1-A30, AR/AH, AR/AO, V1-V30 and VE that indicates the water surface elevation resulting from a flood that has a one-percent (1%) chance of equaling or exceeding that level in any given year.

- *Basement* means any area of a building having its floor subgrade (below ground level) on all sides.
- *Channel* means the physical confine of a stream or waterway consisting of a bed and stream banks, existing in a variety of geometries.
- *Channelization* means the artificial creation, enlargement or realignment of a stream channel.
- *Code of Federal Regulations (CFR)* means the codification of the general and permanent rules published in the Federal Register by the executive departments and agencies of the Federal Government. It is divided into fifty (50) titles that represent broad areas subject to federal regulation.
- *Community* means any political subdivision in the State that has authority to adopt and enforce floodplain management regulations through zoning, including but not limited to cities, Towns, unincorporated areas in the counties, Indian tribes and drainage and flood control districts.
- *Conditional Letter of Map Revision (CLOMR)* means FEMA's comment on a proposed project, which does not revise an effective floodplain map and which would, upon construction, affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodplain.
- *Critical Facility* means a structure or related infrastructure but not the land on which it is situated that, if flooded, may result in significant hazards to public health and safety or interrupt essential services and operations for the community at any time before, during and after a flood.
- *Development* means any human-made change in improved and unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.
- *DFIRM (Digital Flood Insurance Rate Map) database* means a database (usually spreadsheets containing data and analyses that accompany DFIRMs). The FEMA mapping specifications and guidelines outline requirements for the development and maintenance of DFIRM databases.
- *Digital Flood Insurance Rate Map (DFIRM)* means a FEMA digital floodplain map. These digital maps serve as "regulatory floodplain maps" for insurance and floodplain management purposes.
- *Elevated building* means a non-basement building (i) built, in the case of a building in Zones A1-30, AE, A, A99, AO, AH, B, C, X and D, to have the top of the elevated floor above the ground level by means of pilings, columns (posts and piers) or shear walls parallel to the flow of the water and (ii) adequately anchored so as not to impair the structural integrity of the building during a flood of up to the magnitude of the base flood. In the case of Zones A1-30, AE, A, A99, AO, AH, B, C, X and D, *elevated building* also includes a building elevated by means of fill or solid foundation perimeter walls with openings sufficient to facilitate the unimpeded movement of floodwaters.

~~*Existing manufactured home park or subdivision* means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.~~

~~*Expansion to an existing manufactured home park or subdivision* means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets and either final site grading or the pouring of concrete pads).~~

Commented [AS2]: These definitions could conflict with other definitions in the chapter and will not affect FEMA compliance.

- *Federal Register* means the official daily publication for rules, proposed rules and notices of federal agencies and organizations, as well as executive orders and other presidential documents.
- *FEMA* means the Federal Emergency Management Agency, the agency responsible for administering the National Flood Insurance Program (NFIP).
- *Flood* or *flooding* means a general and temporary condition of partial or complete inundation of normally dry land areas from:
    1. The overflow of water from channels and reservoir spillways.
    2. The unusual and rapid accumulation or runoff of surface waters from any source.
    3. Mudslides or mudflows that occur from excess surface water that is combined with mud or other debris that is sufficiently fluid so as to flow over the surface of normally dry land areas (such as earth carried by a current of water and deposited along the path of the current).
- *Flood control structure* means a physical structure designed and built expressly or partially for the purpose of reducing, redirecting or guiding flood flows along a particular waterway. These specialized flood-modifying works are those constructed in conformance with sound engineering standards.
- *Flood Insurance Rate Map (FIRM)* means an official map of a community on which FEMA has delineated both the special flood hazard areas and the risk premium zones applicable to the community.
- *Flood Insurance Study (FIS)* means the official report provided by FEMA. The report contains the FIRM and flood profiles for studied flooding sources that can be used to determine BFEs for some areas.
- *Floodplain* or *flood-prone area* means any land area susceptible to being inundated as the result of a flood, including the area of land over which floodwater would flow from the spillway of a reservoir.

- *Floodplain Administrator* means the community official designated by title to administer and enforce the floodplain management regulations.
- *Floodplain Development Permit* means a permit required before construction or development begins within any special flood hazard area (SFHA). If FEMA has not defined the SFHA within a community, the community shall require permits for all proposed construction or other development, including the placement of manufactured homes, so that it may determine whether such construction or other development is proposed within flood-prone areas. Permits are required to ensure that proposed development projects meet the requirements of the NFIP and this article.
- *Floodplain management* means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness Plans, flood control works and floodplain management regulations.
- *Floodplain management regulations* means zoning ordinances, subdivision regulations, building Codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance and erosion control ordinance) and other applications of police power. The term describes such state or local regulations, in any combination thereof, that provide standards for the purpose of flood damage prevention and reduction.
- *Floodproofing* means any combination of structural and/or nonstructural additions, changes or adjustments to structures that reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.
- *Floodway (regulatory floodway)* means the channel of a river or other watercourse and adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height. The statewide standard for the designated height to be used for all newly studied reaches shall be one-half (½) foot (six [6] inches). Letters of Map Revision to existing floodway delineations may continue to use the floodway criteria in place at the time of the existing floodway delineation.
- *Freeb~~B~~oard* means the vertical distance in feet above a predicted water surface elevation intended to provide a margin of safety to compensate for unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood, such as debris blockage of bridge openings and the increased runoff due to urbanization of the watershed.
- *Functionally dependent use* means a use that cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers and ship building and ship repair facilities but does not include long-term storage or related manufacturing facilities.
- *Highest adjacent grade* means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.
- *Historic structure* means any structure that is:

1. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register
2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary of the Interior to qualify as a registered historic district
3. Individually listed on a state inventory of historic places in states with historic preservation programs that have been approved by the Secretary of the Interior
4. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
    a. By an approved state program as determined by the Secretary of the Interior.
    b. Directly by the Secretary of the Interior in states without approved programs.

- *Letter of Map Revision (LOMR)* means FEMA's official revision of an effective FIRM or Flood Boundary and Floodway Map (FBFM) or both. LOMRs are generally based on the implementation of physical measures that affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective BFEs or the SFHA.
- *Letter of Map Revision Based on Fill (LOMR-F)* means FEMA's modification of the SFHA shown on the FIRM based on the placement of fill outside the existing regulatory floodway.
- *Levee* means a human-made embankment, usually earthen, designed and constructed in accordance with sound engineering practices to contain, control or divert the flow of water so as to provide protection from temporary flooding. For a levee structure to be reflected on the FEMA FIRMs as providing flood protection, the levee structure must meet the requirements set forth in 44 CFR 65.10.
- *Levee system* means a flood protection system that consists of a levee or levees and associated structures such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.
- *Lowest floor* means the lowest floor of the lowest enclosed area (including basement). Any floor used for living purposes that includes working, storage, sleeping, cooking and eating or recreation or any combination thereof. This includes any floor that could be converted to such a use, such as a basement or crawl space. The lowest floor is a determinate for the flood insurance premium for a building, home or business. An unfinished or flood-resistant enclosure, usable solely for parking or vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirement of Section 60.3 of the NFIP regulations.

~~*Manufactured home* means a structure transportable in one (1) or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. The term *manufactured home* does not include a recreational vehicle.~~

~~*Manufactured home park or subdivision* means a parcel (or contiguous parcels) of land divided into two (2) or more manufactured home lots for rent or sale.~~

- *Material Safety Data Sheet (MSDS)* means a form with data regarding the properties of a particular substance. An important component of product stewardship and workplace safety, it is intended to provide workers and emergency personnel with procedures for handling or working with that substance in a safe manner and includes information such as physical data (melting point, boiling point, flash point, etc.), toxicity, health effects, first aid, reactivity, storage, disposal, protective equipment and spill-handling procedures.
- *Mean sea level* means, for purposes of the NFIP, the North American Vertical Datum (NAVD) of 1988 or other datum to which BFEs shown on a community's FIRM are referenced.
- *National Flood Insurance Program (NFIP)* means FEMA's program of flood insurance coverage and floodplain management administered in conjunction with the Robert T. Stafford Relief and Emergency Assistance Act. The NFIP has applicable federal regulations promulgated in Title 44 of the CFR. The U.S. Congress established the NFIP in 1968 with the passage of the National Flood Insurance Act of 1968.
- *New manufactured home park or subdivision* means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.
- *No-rise certification* means a record of the results of an engineering analysis conducted to determine whether a project will increase flood heights in a floodway. A no-rise certification must be supported by technical data and signed by a registered Colorado professional engineer. The supporting technical data should be based on the standard step-backwater computer model used to develop the 100-year floodway shown on the FIRM or FBFM.
- *Physical Map Revision (PMR)* means FEMA's action whereby one (1) or more map panels are physically revised and republished. A PMR is used to change flood risk zones, floodplain and/or floodway delineations, flood elevations and/or Planimetric features.
- *Recreational vehicle* means a vehicle that is:
    1. Built on a single chassis.
    2. Four hundred (400) square feet or less when measured at the largest horizontal projections.
    3. Designed to be self-propelled or permanently towable by a light duty truck.

4. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel or seasonal use.

- *Special Flood Hazard Area* means the land in the floodplain within a community subject to a one percent (1%) or greater chance of flooding in any given year, i.e. the one hundred (100)-year floodplain.
- *Start of construction* means the date the building permit was issued, including substantial improvements, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement or other improvement was within one hundred eighty (180) days of the permit date. The *actual start* means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns or any work beyond the stage of excavation or the placement of a manufactured home on a foundation. *Permanent construction* does not include land preparation, such as clearing, grading and filling, nor does it include the installation of streets and/or walkways, nor does it include excavation for basement, footings, piers or foundations or the erection of temporary forms, nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building.
- *Structure* means a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home.
- *Substantial damage* means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed fifty percent (50%) of the market value of the structure just prior to when the damage occurred.
- *Substantial improvement* means any reconstruction, rehabilitation, addition or other improvement of a structure, the cost of which equals or exceeds fifty percent (50%) of the market value of the structure before start of construction of the improvement. The value of the structure shall be determined by the local jurisdiction having land use authority in the area of interest. This includes structures that have incurred substantial damage, regardless of the actual repair work performed. The term does not, however, include either:

  1. Any project for improvement of a structure to correct existing violations of state or local health, sanitary or safety Code specifications that have been identified by the local Code enforcement official and that are the minimum necessary conditions.
  2. Any alteration of a "historic structure", provided that the alteration will not preclude the structure's continued designation as a "historic structure."

- *Threshold Planning Quantity (TPQ)* means a quantity designated for each chemical on the list of extremely hazardous substances that triggers notification by facilities to the State that such facilities are subject to emergency Planning requirements.

- *Variance* means a grant of relief to a person from the requirement of this article when specific enforcement would result in unnecessary hardship. A variance, therefore, permits construction or development in a manner otherwise prohibited by this article. (For full requirements, see Section 60.6 of the NFIP regulations).
- *Violation* means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications or other evidence of compliance required in Section 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4) or (e)(5) [of the NFIP regulations] is presumed to be in violation until such time as that documentation is provided.
- *Water surface elevation* means the height, in relation to the NAVD of 1988 (or other datum, where specified) of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

Division 3 – Administration

Sec. 16.10.310. Designation of floodplain administrator. *(Sec. 16.14.310)*

The Town is hereby appointed as the floodplain administrator to administer, implement and enforce the provisions of this article and other appropriate sections of 44 CFR (NFIP regulations) pertaining to floodplain management.

Sec. 16.10.320. Duties and responsibilities of floodplain administrator. *(Sec. 16.14.320)*

Duties and responsibilities of the floodplain administrator shall include but not be limited to the following:

(a) Maintain and hold open for public inspection all records pertaining to the provisions of this article, including the actual elevation (in relation to mean sea level) of the lowest floor (including basement) of all new or substantially improved structures and any floodproofing certificate.

(b) Review, approve or deny all applications for floodplain development permits required by adoption of this article.

(c) Review floodplain development permit applications to determine whether a proposed building site, including the placement of manufactured homes, will be reasonably safe from flooding.

(d) Review permits for proposed development to assure that all necessary permits have been obtained from those federal, state or local governmental agencies (including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. § 1334) from which prior approval is required.

(e) Inspect all development at appropriate times during the period of construction to ensure compliance with all provisions of this article, including proper elevation of the structure.

(f) Where interpretation is needed as to the exact location of the boundaries of the SFHA(for example, where there appears to be a conflict between a mapped boundary and actual field conditions) the floodplain administrator shall make the necessary interpretation.

(g) When BFE data has not been provided in accordance with this article, the floodplain administrator shall obtain, review and reasonably utilize any BFE data and floodway data available from a federal, state or other source, in order to administer the provisions of this article.

(h) For waterways with BFEs for which a regulatory floodway has not been designated, no new construction, substantial improvements or other development (including fill) shall be permitted within Zones A1-30 and AE on the community's FIRM unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one-half (½) foot at any point within the community.

(i) Under the provisions of 44 CFR Chapter 1, Section 65.12 of the NFIP regulations, a community may approve certain development in Zones A1-30, AE or AH on the community's FIRM that increases the water surface elevation of the base flood by more than one-half (½) foot, provided that the community first applies for a conditional FIRM revision through FEMA (conditional LMR), fulfills the requirements for such revisions as established under the provisions of Section 65.12 and receives FEMA approval.

(j) Prior to any alteration or relocation of a watercourse, notify, in riverine situations, adjacent communities and the state coordinating agency, which is the Colorado Water Conservation Board, and submit evidence of such notification to FEMA.

(k) Ensure that the flood-carrying capacity within the altered or relocated portion of any watercourse is maintained.

Sec. 16.10.330. Permit procedures. *(Sec. 16.14.330)*

(a) Application for a floodplain development permit shall be presented to the floodplain administrator on forms furnished by him or her and may include but not be limited to Plans in duplicate drawn to scale showing the location, dimensions and elevation of proposed landscape alterations, existing and proposed structures, including the placement of manufactured homes, and the location of the foregoing in relation to SFHA. Additionally, the following information is required:
   1. Elevation (in relation to mean sea level) of the lowest floor (including basement) of all new and substantially improved structures.
   2. Elevation (in relation to mean sea level) to which any nonresidential structure shall be floodproofed.
   3. A certificate from a registered Colorado professional engineer or architect that the nonresidential floodproofed structure shall meet the floodproofing criteria of Paragraph 16.10.420(2) of this Article.
   4. Description of the extent to which any watercourse or natural drainage will be altered or relocated as a result of proposed development.
   5. A record of all such information.

(b) Approval or denial of a floodplain development permit by the floodplain administrator shall be based on all of the provisions of this article and the following relevant factors:
   1. The danger to life and property due to flooding or erosion damage.
   2. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner.

3. The danger that materials may be swept onto other lands to the injury of others.
4. The compatibility of the proposed use with existing and anticipated development.
5. The safety of access to the property in times of flood for ordinary and emergency vehicles.
6. The costs of providing governmental services during and after flood conditions, including maintenance and repair of streets and bridges and public utilities and facilities such as sewer, gas, electrical and water systems.
7. The expected heights, velocity, duration, rate of rise and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site.
8. The necessity to the facility of a waterfront location, where applicable.
9. The availability of alternative locations not subject to flooding or erosion damage for the proposed use.
10. The relationship of the proposed use to the comprehensive Plan for that area.

Sec. 16.10.340. Variance procedures. *(Sec. 16.14.340)*

(a) The Appeal Board, as established by the community, shall hear and render judgment on requests for variances from the requirements of this article.

(b) The Appeal Board shall hear and render judgment on an appeal only when it is alleged there is an error in any requirement, decision or determination made by the floodplain administrator in the enforcement or administration of this article.

(c) Any person or persons aggrieved by the decision of the Appeal Board may appeal such decision in the courts of competent jurisdiction.

(d) The floodplain administrator shall maintain a record of all actions involving an appeal and shall report variances to FEMA upon request.

(e) Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic Places or the State Inventory of Historic Places, without regard to the procedures set forth in the remainder of this article.

(f) Variances may be issued for new construction and substantial improvements to be erected on a lot of one-half (½) acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing the relevant factors in Section 16.10.130 of this Article have been fully considered. As the lot size increases beyond the one-half (½) acre, the technical justification required for issuing the variance increases.

(g) Upon consideration of the factors noted above and the intent of this article, the Appeal Board may attach such conditions to the granting of variances as it deems necessary to further the purpose and objectives of this Article as stated in Section 16.10.130.

(h) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

(i) Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.

(j) Prerequisites for granting variances:

1. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
2. Variances shall only be issued upon:
    a. A good and sufficient cause.
    b. A determination that failure to grant the variance would result in exceptional hardship to the applicant.
    c. A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety or extraordinary public expense, will not create nuisances and will not cause fraud on or victimization of the public or conflict with existing local laws or ordinances.
3. Any applicant to whom a variance is granted shall be given written notice that the structure will be permitted to be built with the lowest floor elevation below the BFE and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.

(k) Variances may be issued by a community for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that:
1. The criteria outlined in Section 16.10.130 are met.
2. The structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.

Division 4 – ~~Provisions for~~ Flood Hazard Reduction.

Sec. 16.10.410. General standards. *(Sec. 16.14.410)*

In all SFHAs, the following provisions are required for all new construction and substantial improvements:

(a) All new construction or substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.

(b) All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damage.

(c) All new construction or substantial improvements shall be constructed with materials resistant to flood damage.

(d) All new construction or substantial improvements shall be constructed with electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.

(e) All manufactured homes shall be installed using methods and practices that minimize flood damage. For the purposes of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse or lateral movement. Methods of anchoring may include but are not limited to the use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable state and local anchoring requirements for resisting wind forces.

(f) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system.

(g) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the system and discharge from the systems into floodwaters.

(h) On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

Sec. 16.10.420. Specific standards. *(Sec. 16.14.420)*

In all SFHAs where BFE data has been provided as set forth in Section 16.10.320, the following provisions are required:

(a) Residential construction. New construction and substantial improvement of any residential structure shall have the lowest floor (including basement), electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities (including ductwork) elevated to one (1) foot above the BFE. Upon completion of the structure, the elevation of the lowest floor, including basement, shall be certified by a registered Colorado professional engineer, architect or land surveyor. Such certification shall be submitted to the floodplain administrator.

(b) Nonresidential construction.

1. With the exception of critical facilities, new construction and substantial improvements of any commercial, industrial or other nonresidential structure shall either have the lowest floor (including basement), electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities (including ductwork) elevated to one (1) foot above the BFE or, together with attendant utility and sanitary facilities, be designed so that at one (1) foot above the BFE, the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy.
2. A registered Colorado professional engineer or architect shall develop and/or review structural design, specifications and Plans for the construction and shall certify that the design and methods of construction are in accordance with accepted standards of practice as outlined in this Subsection. Such certification shall be maintained by the floodplain administrator.

(c) Enclosures.

1. New construction and substantial improvements with fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area other than a basement and that are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters.
2. Designs for meeting this requirement must either be certified by a registered Colorado professional engineer or architect or meet or exceed the following minimum criteria:
    a. A minimum of two (2) openings having a total net area of not less than one (1) square inch for every square foot of enclosed area subject to flooding shall be provided.
    b. The bottom of all openings shall be no higher than one (1) foot above grade.

    Openings may be equipped with screens, louvers, valves or other coverings or devices, provided that they permit the automatic entry and exit of floodwaters.

(d) Manufactured homes.

1. All manufactured homes that are placed or substantially improved within Zones A1-30, AH and AE on the community's FIRM on sites (i) outside of a manufactured home park or subdivision, (ii) in a new manufactured home park or subdivision, (iii) in an expansion to an existing manufactured home park or subdivision or (iv) in an existing manufactured home park or subdivision on which manufactured home has incurred "substantial damage" as a result of a flood, shall be elevated on a permanent foundation such that the lowest floor of the manufactured home, electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities (including ductwork) are elevated to one (1) foot above the BFE and securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement.

2. All manufactured homes placed or substantially improved on sites in an existing manufactured home park or subdivision within Zones A1-30, AH and AE on the community's FIRM that are not subject to the provisions of the above subparagraph shall be elevated so that either:
    a. The lowest floor of the manufactured home, electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities (including ductwork) are one (1) foot above the BFE.
    b. The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than thirty-six (36) inches in height above grade and securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement.

(e) Recreational vehicles. All recreational vehicles placed on sites within Zones A1-30, AH and AE on the community's FIRM shall either:
1. Be on the site for fewer than one hundred eighty (180) consecutive days.
2. Be fully licensed and ready for highway use.
3. Meet the permit requirements of Section 16.10.330 of this Article and the elevation and anchoring requirements for "manufactured homes" in Paragraph (4) of this section.

A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices and has no permanently attached additions.

(f) Prior approved activities. Any activity for which a floodplain development permit was issued by the Town or a CLOMR was issued by FEMA may be completed according to the standards in place at the time of the permit or CLOMR issuance and will not be considered in violation of this article if it meets such standards.

Sec. 16.10.430. Standards for areas of shallow flooding (AO/AH zones). *(Sec. 16.14.430)*

Located within the SFHA established in Section 16.10.130 of this Article are areas designated as shallow flooding. These areas have special flood hazards associated with base flood depths of one (1) to three (3) feet where a clearly defined channel does not exist and where the path of flooding is unpredictable and velocity flow may be evident. Such flooding is characterized by ponding or sheet flow; therefore, the following provisions apply:

(a) Residential construction. All new construction and substantial improvements of residential structures must have the lowest floor (including basement), electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities (including ductwork) elevated above the highest adjacent grade at least one (1) foot above the depth number specified in feet on the community's FIRM (at least three [3] feet if no depth number is specified). Upon completion of the structure, the elevation of the lowest floor, including basement, shall be certified by a registered Colorado professional engineer, architect or land surveyor. Such certification shall be submitted to the floodplain administrator.

(b) Nonresidential construction. With the exception of critical facilities, all new construction and substantial improvements of nonresidential structures must have the lowest floor (including basement), electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities (including ductwork) elevated above the highest adjacent grade at least one (1) foot above the depth number specified in feet on the community's FIRM (at least three [3] feet if no depth number is specified) or, together with attendant utility and sanitary facilities, be designed so that the structure is watertight to at least one (1) foot above the base flood level with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads of effects of buoyancy. A registered Colorado professional engineer or architect shall submit a certification to the floodplain administrator that the standards of this section are satisfied.

Within Zones AH or AO, adequate drainage paths around structures on slopes are required to guide floodwaters around and away from proposed structures.

Sec. 16.10.440. Floodways. *(Sec. 16.14.440)*

Floodways are administrative limits and tools used to regulate existing and future floodplain development. The State has adopted floodway standards that are more stringent than the FEMA minimum standard (see definition of floodway, Section 16.10.~~110~~ 210 of this article). Located within SFHA established in Section 16.10.130 of this article are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of floodwaters that carry debris, potential projectiles and erosion potential, the following provisions shall apply:

(a) Encroachments are prohibited, including fill, new construction, substantial improvements and other development within the adopted regulatory floodway unless it has been demonstrated through hydrologic and hydraulic analyses performed by a licensed Colorado professional engineer and in accordance with standard engineering practice that the proposed encroachment would not result in any increase (requires a no-rise certification) in flood levels within the community during the occurrence of the base flood discharge.

(b) All new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions.

(c) Under the provisions of 44 CFR Chapter 1, Section 65.12 of the National Flood Insurance Regulations, a community may permit encroachments within the adopted regulatory floodway that would result in an increase in BFEs, provided that the community first applies for a CLOMR and floodway revision through FEMA.

Sec. 16.10.450. Alteration of watercourse. *(Sec. 16.14.450)*

For all proposed developments that alter a watercourse within a SFHA, the following standards apply:

(a) Channelization and flow diversion projects shall appropriately consider issues of sediment transport, erosion, deposition and channel migration and properly mitigate potential problems through the project as well as upstream and downstream of any improvement activity. A detailed analysis of sediment transport and overall channel stability should be considered, when appropriate, to assist in determining the most appropriate design.

(b) Channelization and flow diversion projects shall evaluate the residual one hundred (100)-year floodplain.

(c) Any channelization or other stream alteration activity proposed by a project proponent must be evaluated for its impact on the regulatory floodplain and comply with all applicable federal, state and local floodplain rules, regulations and ordinances.

(d) Any stream alteration activity shall be designed and sealed by a registered Colorado professional engineer or certified professional hydrologist.

(e) All activities within the regulatory floodplain shall meet all applicable federal, state and Town floodplain requirements and regulations.

(f) Within the regulatory floodway, stream alteration activities shall not be constructed unless the project proponent demonstrates through a floodway analysis and report, sealed by a registered Colorado professional engineer, that there is not more than a 0.00-foot rise in the proposed conditions compared to existing conditions in the floodway resulting from the project, otherwise known as a no-rise certification, unless the community first applies for a CLOMR and floodway revision in accordance with Section 16.10.440.

(g) Maintenance shall be required for any altered or relocated portions of watercourses so that the flood-carrying capacity is not diminished.

Sec. 16.10.460. Properties removed from floodplain by fill. *(Sec. 16.14.460)*

A floodplain development permit shall not be issued for the construction of a new structure or addition to an existing structure on a property removed from the floodplain by the issuance of a FEMA (LOMR-F) unless such new structure or addition complies with the following:

(a) Residential construction. The lowest floor (including basement), electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities (including ductwork) must be elevated to one (1) foot above the BFE that existed prior to the placement of fill.

(b) Nonresidential construction. The lowest floor (including basement), electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities (including ductwork) must be elevated to one (1) foot above the BFE that existed prior to the placement of fill or, together with attendant utility and sanitary facilities, be designed so that the structure or addition is watertight to at least one (1) foot above the base flood level that existed prior to the placement of fill with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy.

Sec. 16.10.470. Standards for subdivision proposals. *(Sec. 16.14.470)*

(a) All subdivision proposals that include the placement of manufactured home parks and subdivisions shall be reasonably safe from flooding. If a subdivision or other development proposal is in a flood-prone area, the proposal shall minimize flood damage.

(b) All proposals for the development of subdivisions that include the placement of manufactured home parks and subdivisions shall meet floodplain development permit requirements.

(c) BFE data shall be generated for subdivision proposals and other proposed development, including the placement of manufactured home parks and subdivisions that is greater than fifty (50) lots or five (5) acres, whichever is lesser.

(d) All subdivision proposals that include the placement of manufactured home parks and subdivisions shall have adequate drainage provided to reduce exposure to flood hazards.

(e) All subdivision proposals that include the placement of manufactured home parks and subdivisions shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.

Sec. 16.10.480. Standards for critical facilities. *(Sec. 16.14.480)*

A critical facility is a structure or related infrastructure, but not the land on which it is situated, as specified in Rule 6 of the Rules and Regulations for Regulatory Floodplains in Colorado, that, if flooded, may result in significant hazards to public health and safety or interrupt essential services and operations for the community at any time before, during and after a flood.

(a) Classification of critical facilities. Critical Facilities are classified under the following categories: (a) essential services; (b) hazardous materials; (c) at-risk populations; and (d) vital to restoring normal services. It is the responsibility of the Town to identify and confirm that specific structures in their community meet the following criteria:

1. Essential services facilities include public safety, emergency response, emergency medical, designated emergency shelters, communications, public utility Plant facilities and transportation lifelines. These facilities consist of:
    a. Public safety (police stations, fire and rescue stations, emergency vehicle and equipment storage, and emergency operation centers).
    b. Emergency medical (hospitals, ambulance service centers, urgent care centers having emergency treatment functions and non-ambulatory surgical structures but excluding clinics, doctors' offices and non-urgent care medical structures that do not provide these functions).
    c. Designated emergency shelters.
    d. Communications (main hubs for telephone, broadcasting equipment for cable systems, satellite dish systems, cellular systems, television, radio and other emergency warning systems but excluding towers, poles, lines, cables and conduits).
    e. Public utility Plant facilities for generation and distribution (hubs, treatment Plants, substations and pumping stations for water, power and gas but excluding towers, poles, power lines, buried pipelines, transmission lines, distribution lines and service lines).
    f. Air transportation lifelines (airports [municipal and larger], helicopter pads and structures serving emergency functions and associated infrastructure [aviation control towers, air traffic-control centers and emergency equipment aircraft hangars]).
    g. Specific exemptions to this category include wastewater treatment Plants (WWTP), non-potable water treatment and distribution systems and hydroelectric power generating Plants and related appurtenances.

    Public utility Plant facilities may be exempted if it can be demonstrated to the satisfaction of the Town that the facility is an element of a redundant system for which service will not be interrupted during a flood. At a minimum, it shall be demonstrated that redundant facilities are available (either owned by the same utility or available through an intergovernmental agreement or other contract) and connected, the alternative facilities are either located outside of the one hundred (100)-year floodplain or are compliant with the provisions of this article and that an operations Plan is in effect that states how redundant systems will provide service to the affected area in the event of a flood. Evidence of ongoing redundancy shall be provided to the Town on an as-needed basis upon request.

2. Hazardous materials facilities include facilities that produce or store highly volatile, flammable, explosive, toxic and/or water-reactive materials.
    a. These facilities may include:
        (1) Chemical and pharmaceutical Plants (chemical Plant, pharmaceutical manufacturing).

(2) Laboratories containing highly volatile, flammable, explosive, toxic and/or water-reactive materials.
(3) Refineries.
(4) Hazardous waste storage and disposal sites.
(5) Above ground gasoline or propane storage or sales centers.

b. Facilities shall be determined to be critical facilities if they produce or store materials in excess of threshold limits. If the owner of a facility is required by the Occupational Safety and Health Administration (OSHA) to keep a MSDS on file for any chemicals stored or used in the work place and the chemicals are stored in quantities equal to or greater than the TPQ for that chemical, then that facility shall be considered to be a critical facility. The TPQ for these chemicals is either five hundred (500) pounds or the TPQ listed (whichever is lower) for the three hundred fifty-six (356) chemicals listed under 40 CFR § 302 (2010), also known as extremely hazardous substances or ten thousand (10,000) pounds for any other chemical. This threshold is consistent with the requirements for reportable chemicals established by the Colorado Department of Public Health and Environment. OSHA requirements for MSDS can be found in 29 CFR § 1910 (2010). The Environmental Protection Agency (EPA) regulation "Designation, Reportable Quantities, and Notification," 40 CFR § 302 (2010), and OSHA regulation "Occupational Safety and Health Standards," 29 CFR § 1910 (2010), are incorporated herein by reference and include the regulations in existence at the time of the promulgation this article but exclude later amendments to or editions of the regulations.

c. Specific exemptions to this category include:
(1) Finished consumer products within retail centers and households containing hazardous materials intended for household use and agricultural products intended for agricultural use.
(2) Buildings and other structures containing hazardous materials for which it can be demonstrated to the satisfaction of the local authority having jurisdiction by hazard assessment and certification by a qualified professional (as determined by the local jurisdiction having land use authority) that a release of the subject hazardous material does not pose a major threat to the public.
(3) Pharmaceutical sales, use, storage and distribution centers that do not manufacture pharmaceutical products.

These exemptions shall not apply to buildings or other structures that also function as critical facilities under another category outlined in this article.

3. At-risk population facilities include medical care, congregate care and schools. These facilities consist of:
a. Elder care (nursing homes).

b. Congregate care serving twelve (12) or more individuals (day care and assisted living).
c. Public and private schools (pre-schools, K-12 schools) and before-school and after-school care serving twelve (12) or more children.

4. Facilities vital to restoring normal services, including government operations.
   a. These facilities consist of:
      (1) Essential government operations (public records, courts, jails, building permitting and inspection services, community administration and management, maintenance and equipment centers).
      (2) Essential structures for public colleges and universities (dormitories, offices and classrooms only).
   b. These facilities may be exempted if it is demonstrated to the Town that the facility is an element of a redundant system for which service will not be interrupted during a flood. At a minimum, it shall be demonstrated that redundant facilities are available (either owned by the same entity or available through an intergovernmental agreement or other contract), that alternative facilities are either located outside of the 100-year floodplain or are compliant with this article and that an operations Plan is in effect that states how redundant facilities will provide service to the affected area in the event of a flood. Evidence of ongoing redundancy shall be provided to the Town on an as-needed basis upon request.

(b) Protection for critical facilities. All new and substantially improved critical facilities and new additions to critical facilities located within the SFHA shall be regulated to a higher standard than structures not determined to be critical facilities. For the purposes of this article, protection shall include one (1) of the following:
   1. Location outside the SFHA.
   2. Elevation of the lowest floor or floodproofing of the structure, together with attendant utility and sanitary facilities, to at least two (2) feet above the BFE.

(c) Ingress and egress for new critical facilities. New critical facilities shall, when practicable as determined by the Town, have continuous non-inundated access (ingress and egress for evacuation and emergency services) during a one hundred (100)-year flood event.

TOWN OF SEVERANCE PLANNING COMMISSION
RESOLUTION NO. PC-2025-09R

A RESOLUTION OF THE PLANNING COMMISSION OF THE TOWN OF SEVERANCE, COLORADO, MAKING A RECOMMENDATION TO THE TOWN COUNCIL TO APPROVE AMENDMENTS TO ARTICLE 6 OF CHAPTER 16, "LAND USE CODE," OF THE SEVERANCE MUNICIPAL CODE REGARDING ARCHITECTURE STANDARDS, WIRELESS, OIL & GAS, SOLAR AND FLOOD

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

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

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

WHEREAS, on June 18th, 2025, the Planning Commission held a duly noticed public hearing[1] to consider the Proposed Amendments; and

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

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

1. The Planning Commission recommends the Town Council approve the proposed amendments to Article 6 of Chapter 16, "Land Use Code," of the Severance Municipal Code, regarding Architecture Standards, Wireless, Oil and Gas, Solar and Flood, in substantially the same form attached to this resolution as **Exhibit A**.

RESOLVED AND APPROVED this 18th day of JUNE 2025.

PLANNING COMMISSION OF THE
TOWN OF SEVERANCE, COLORADO

Kris Quandt, Chair

Town of Severance Town Seal
Incorporated 1920
Severance, Colorado

ATTEST:

Sarah Jacobsen, Town Clerk

AGENDA ITEM SUMMARY

AGENDA ITEM	SUBMITTED BY	PRESENTED BY
Pg. 422 - Town Council Liaison Appointments	Nicholas Wharton, Town Manager	Nicholas J. Wharton, MPA

ACTION REQUESTED

Management asks that the Town Council discuss the appointment of liaisons to the boards and commissions listed below and take action.

- Actions that may be taken:
  - Move to appoint a liaison to the listed boards/commissions through the end of 2025

Discussion
Action Requested

BRIEF SUMMARY

Annually or when a council member appointment occurs, the Town Council should review and appoint liaisons to the following Boards and Commissions:

- Chamber of Commerce - Fries
- Citizen Advisory Board (1st Wednesday of Each Month at 6:00 pm) - Vandermark
- Clearview Library District (Last Thursday of Each Month at 5:30 pm) - Joseph
- Great Western Trail Authority (1st Thursday of Each Month at 5:30 pm) - Gagliardi
- North Front Range MPO (1st Thursday of Each Month at 6:00 pm) - Fries
- North Weld County Water District (2nd Monday of Each Month at 8:30 am) - Bruen
- Weld RE-4 School District (3rd Monday of Each Month at 7:00 pm) - Vacant
- Windsor-Severance Fire District (2nd Wednesday of Each Month at 6:00 pm) - Borrett
- Windsor-Severance Historical Society (4th Monday of Each Month at 10:00 am) - Vacant

PUBLIC SUPPORT/CONCERN

None at this time.

ANALYSIS AND RECOMMENDATION

Management recommends that the Town Council take action and move to appoint liaisons to the above commissions and boards.

MATERIALS SUBMITTED

The following materials were submitted and included in this packet:
None