



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, September 9, 2025, at 5:00 PM

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

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

1. Pg. 4 - Water Alliance Resolution

- Discussion
- Staff Presentation: Shani Porter, Planning Director

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

1. Roll Call

2. Pledge of Allegiance

3. Proclamation

a. Pg. 8 - Constitution Week Proclamation

b. Pg. 9 - Suicide Awareness Month Proclamation

4. Agenda Review by Town Manager

5. Consent Calendar

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

a. Pg. 10 - Severance High School Grant Request

6. Approval of Agenda

7. Public Comment

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

decisions or take action on comments but may choose to schedule the matter for a later discussion. Those addressing the Town Council, please state your name and address and sign-in.

8. Council Member Comments

9. Reports

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

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

C. TOWN COUNCIL

- 1. Pg. 49 - Resolution 2025-34R: A Resolution of the Town of Severance approving the first amendment to the Cobb Lake Regional Water Treatment Authority agreement**
 - Legislative
 - Staff Presentation: Nicholas Wharton, Town Manager
- 2. Pg. 59 - Ordinance 2025-20: An Ordinance of the Town Council of the Town of Severance, Colorado, amending various provisions within Chapter 8 of the Severance Municipal Code**
 - Legislative, Public Comment
 - Staff Presentation: Nicholas Wharton, Town Manager
- 3. Pg. 66 - Resolution 2025-35R: A Resolution of the Town of Severance approving the first amendment to the consolidated service plan of Severance Shores Metropolitan District no. 1, no. 2, no. 3 and no. 4 and authorizing the execution of an updated intergovernmental Agreement between the Town and the Districts**
 - Legislative
 - Staff Presentation: Nicholas Wharton, Town Manager
- 4. Pg. 105 - Ordinance 2025-21: An emergency Ordinance of the Severance Town Council extending the 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**
 - Legislative, Public Comment
 - Staff Presentation: Betsy Stewart
- 5. Pg. 111 - PUBLIC HEARING**
Ordinance 2025-2022: An Ordinance of the Severance Town Council adopting a new article 21 in chapter 16 regarding local regulation of natural medicine and amending section 16.6.40.3 regarding development nodes uses
 - Legislative, Public Comment
 - Staff Presentation: Betsy Stewart
- 6. Pg. 124 - Ordinance 2025-23: An Ordinance of the Town Council of the town of Severance, Colorado, adding Article 7, Youth Council, to Chapter 2 of the Severance Municipal Code**
 - Legislative, Public Comment

- Staff Presentation: Nicholas Wharton, Town Manager

7. Pg. 128 - Resolution 2025-36R: A Resolution of the Town Council of the Town of Severance, Colorado, authorizing the Town Manager to enter into an agreement with the Colorado Department of Local Affairs concerning a housing planning grant

- Legislative
- Staff Presentation: Nicholas Wharton, Town Manager

8. Pg. 133 - Resolution 2025-37R: A Resolution of the Town Council of the Town of Severance, Colorado, approving an Intergovernmental Agreement between the Town of Severance and the City of Longmont concerning training facility use

- Legislative
- Staff Presentation: Kenneth Chavez, Chief of Police

D. COUNCIL MEMBER PETITIONS

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

E. EXECUTIVE SESSION

1. For determining positions relative to matters that may be subject to negotiations; developing a strategy for negotiations; and instructing negotiators, pursuant to C.R.S. 24-6-402(4)(b), concerning the North Weld County Water District Water Service Agreement.
2. For determining positions relative to matters that may be subject to negotiations; developing a strategy for negotiations; and instructing negotiators, pursuant to C.R.S. 24-6-402(4)(b), and concerning the purchase, acquisition, lease, transfer or sale of a property interest, pursuant to C.R.S. 24-6-402(4)(a), concerning Tract A, Tailholt Subdivision Third Filling

F. ADJOURN

Town Council MEETING

Tuesday, September 9, 2025, 5:00 PM (MDT)

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

Registration URL

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

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



AGENDA ITEM SUMMARY

AGENDA ITEM	SUBMITTED BY	PRESENTED BY
Pg. 4 - Water Alliance Resolution	Shani Porter, Planning Director	Shani Porter, Planning Director
ACTION REQUESTED		
Discuss and provide direction to staff regarding adopting the Water Alliance principles by resolution, as attached.		<u>Discussion</u>
BRIEF HISTORY OF ITEM		
Water providers in the region face a series of risks and challenges that prompted the formation of the Alliance. These include communication-focused challenges, such as siloed water knowledge and complex regional systems, as well as governance challenges, such as tensions between different types of water users. Challenges also include those beyond members' direct control, such as concerning hydrological conditions, users' increasing demand for water, and economic conditions increasing the cost of infrastructure projects. Municipal members also face the risk of rising water costs' impacts on the cost of development, which may impede their housing affordability goals. This underscores another challenge: different types of water providers' varying levels of involvement in local land use planning/control. Recent purchases of water rights from entities outside of the region present another risk to protecting the region's water supplies. Because the Alliance itself is not a decision-making body, takeaways from discussions are intended to inspire member organizations to adopt new approaches and techniques to mitigate the water-related risks and challenges affecting the region as a whole or individual communities within it.		
BRIEF SUMMARY		
The Northern Colorado Water Alliance (NoCO WA) is a collaborative forum for representatives of water providers in the northern Colorado Front Range region. The forum is used to discuss, learn about, and take action on not only the water-focused issues affecting the region's communities but also each organization's approach to addressing these challenges. Members recognize that there are mutual interests across water providers in the region and that a collaborative approach is needed to achieve the group's goal of successfully protecting water.		
PUBLIC SUPPORT/CONCERN		
None at this time.		
ANALYSIS AND RECOMMENDATION		
It is the intent of staff and the Water Alliance that the Town will support efforts to retain water for local beneficial use by discouraging the further transfer of water to entities within the Denver metropolitan area and will support efforts to seek appropriate mitigation to offset impacts to affected communities in circumstances where water must be transferred.		
MATERIALS SUBMITTED		
The following materials were submitted and included in this packet: - NoCO WA 2024 Overview One-Pager (November 2024) - Northern Colorado Water Principles 2025-05-27 Draft (1)		

Northern Colorado Water Alliance

ABOUT THE ALLIANCE

The Northern Colorado Water Alliance (NoCO WA) is a collaborative forum for representatives of water providers in the northern Colorado Front Range region. The forum is used to discuss, learn about, and take action on not only the water-focused *issues* affecting the region's communities but also each organization's *approach* to addressing these challenges. Members recognize that there are mutual interests across water providers in the region and that a collaborative approach is needed to achieve the group's goal of successfully protecting water.

Water providers in the region face a series of risks and challenges that prompted the formation of the Alliance. These include communication-focused challenges, such as siloed water knowledge and complex regional systems, as well as governance challenges, such as tensions between different types of water users. Challenges also include those beyond members' direct control, such as concerning hydrological conditions, users' increasing demand for water, and economic conditions increasing the cost of infrastructure projects. Municipal members also face the risk of rising water costs' impacts on the cost of development, which may impede their housing affordability goals. This underscores another challenge: different types of water providers' varying levels of involvement in local land use planning/control. Recent purchases of water rights from entities outside of the region present another risk to protecting the region's water supplies.

Because the Alliance itself is not a decision-making body, takeaways from discussions are intended to inspire member organizations to adopt new approaches and techniques to mitigate the water-related risks and challenges affecting the region as a whole or individual communities within it.

The mission of the Northern Colorado Water Alliance:

Collaborating and educating for the protection of water resources and systems to ensure a resilient future for the northern Colorado Front Range.

MEMBERSHIP

The Alliance is convened by the **Community Foundation of Northern Colorado** and has 17 diverse member organizations, including the following local municipalities, water districts, counties, and other special districts:

Municipalities:

- | | | |
|-------------------------|----------------------|-----------------------|
| → Berthoud, Town of | → Greeley, City of | → Severance, Town of |
| → Eaton, Town of | → Johnstown, Town of | → Timnath, Town of |
| → Evans, City of | → Loveland, City of | → Wellington, Town of |
| → Fort Collins, City of | → Milliken, Town of | → Windsor, Town of |

Water Districts:

- North Weld County WD
- Little Thompson WD

Other Special Districts:

- Platte River Power Authority
- Northern Water

Counties:

- Larimer County

Northern Colorado Water Principles

Updated May 27, 2025

WHEREAS, Members of the Northern Colorado Water Alliance represent a variety of special districts, municipal and county governments, and utilities facing different **jurisdictional opportunities and challenges** regarding the protection of water;

WHEREAS, The citizens, civic leaders, water providers, and other water users of Northern Colorado have gone to **extraordinary lengths since the 1860s** to responsibly plan for, develop, and operate complex water systems that are essential to the region's economy and quality of life;

WHEREAS, The citizens, civic leaders, water providers, and other water users of Northern Colorado are **currently making significant investments** in additional projects to increase water system resiliency, meet future demands, and provide a greater level of water security in the region;

WHEREAS, Northern Colorado's **high quality of life** is tied to the health and well-being of communities and depends directly on the availability of water resources;

WHEREAS, **Nothing in this resolution is intended to cause harm** to Northern Colorado communities or infringe on the ability of members to fulfill their organizational missions;

WHEREAS, Water is a building block of the **regional economy** and is critical to the further economic development of the region;

WHEREAS, **Collaboration and partnerships** among water providers and other entities in Northern Colorado enable agreements to develop, maintain, and improve water storage, delivery, and treatment infrastructure that benefit water users in the region;

WHEREAS, Each water provider has the **right to acquire** sufficient water resources to meet its water users' current and future demand;

WHEREAS, Each individual water right owner has the **right to sell and/or transfer** their water rights;

WHEREAS, It is the intent of the Northern Colorado Water Alliance to be **transparent** with water right owners and mutual ditch companies that manage water rights and not to diminish the value of those rights or alter the water market;

WHEREAS, We respect Colorado's **current system of water rights** that is based on the doctrine of prior appropriation and other federal, state, and local laws and regulations that honor rights and obligations under existing permits, approvals, and agreements;

WHEREAS, Availability of water for **agricultural, environmental, and recreational** uses is tied to the **economic and cultural value and character** of the region; and

WHEREAS, The parties will, in their discretion and in **good faith**, interpret and implement the stated goals; therefore, be it

RESOLVED, That **[insert organization name here]** will support efforts to **retain water for local beneficial use** by discouraging the further transfer of water to entities within the Denver metropolitan area; and will support efforts to seek **appropriate mitigation to offset impacts** to affected communities in circumstances where water must be transferred to the Denver metropolitan area.

[Name, Title]

ATTEST:

[Name, Title]

DRAFT



**CONSTITUTION WEEK
SEPTEMBER 17 – 23, 2025**

WHEREAS, September 17, 2025, marks the two hundred and thirty-eight anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America, designating September 17 through 23 as Constitution Week,

NOW, THEREFORE, BE IT RESOLVED, *we, the Town Council of Severance*, do hereby proclaim the week of September 17 through 23 as Constitution Week and urge all citizens to study the Constitution and reflect on the privilege of being American with all the rights and responsibilities which that privilege involves.

IN WITNESS WHERE OF, I have hereto set my hand and caused the seal of the Town of Severance, Colorado to be affixed this 9th day of September 2025.

[Seal]

Matthew Fries, Mayor



SUICIDE AWARENESS AND PREVENTION MONTH SEPTEMBER 2025

WHEREAS, suicide can affect anyone, regardless of age, gender, race, orientation, income level, or background; and

WHEREAS, over 49,000 deaths annually are attributed to suicide; with suicide rates in Colorado ranking 6th nationally, and 67 Weld County lives lost to suicide in 2024; and;

WHEREAS, through the collaborative efforts of North Range Behavioral Health, Suicide Education and Support Services (SESS), Imagine Zero of Weld County, and others, support is available; and

WHEREAS, September is recognized as National Suicide Awareness and Prevention Month with the goal of challenging stigma around mental health and promoting awareness around suicide prevention; and

WHEREAS, helping others feel seen, valued, and supported is one of the most important things we can do to prevent suicide. We encourage all residents to learn how to talk about mental health, become familiar with national and local suicide prevention resources, such as 988, and check in on your family, friends, and neighbors.

NOW, THEREFORE, *we, the Town Council of Severance*, do hereby proclaim September 2025 as

Suicide Awareness and Prevention Month

in Severance and call upon the citizens, government agencies, public and private institutions, businesses, and schools to commit to increasing awareness and understanding of behavioral health, and the need for appropriate and accessible services for all.

IN WITNESS WHERE OF, I have hereto set my hand and caused the seal of the Town of Severance, Colorado to be affixed this 9th day of September 2025.

[Seal]

Matthew Fries, Mayor



AGENDA ITEM SUMMARY

AGENDA ITEM	SUBMITTED BY	PRESENTED BY
Pg. 10 - Severance High School Grant Request	Nicholas Wharton, Town Manager	Nicholas J. Wharton
ACTION REQUESTED		
Management is asking Town Council to consider the grant request for Severance High School's school-based enterprise store.		<u>Action Requested</u>
BRIEF SUMMARY		
The Citizen Advisory Board reviewed the grant application at their meeting on September 3, 2025 and recommends approving the grant for \$2500 to the School-Based Enterprise to assist in the store's start-up costs. Representatives from Severance High School presented information on the project the funds would be used for and it will fill education needs in accounting and business.		
PUBLIC SUPPORT/CONCERN		
None at this time.		
ANALYSIS AND RECOMMENDATION		
Town Management recommends approval of the \$2500.00 grant request.		
MATERIALS SUBMITTED		
The following materials were submitted and included in this packet: 1. SHS Grant Request 2. SHS The Armory Survey		



Outlook

Online Form Submission #585 for Community Grant Application

From noreply@civicplus.com <noreply@civicplus.com>

Date Mon 8/18/2025 3:46 PM

To Nicholas Wharton <nwharton@townofseverance.org>; Lindsay Radcliff Coombes <lcoombes@townofseverance.org>; Sarah Jacobsen <SJacobsen@townofseverance.org>

Community Grant Application

Step 1

Step 2

Name of Requesting Organization	Severance High School School Based Enterprise
Email Address	lee.oldenburg@weldre4.org
Phone Number	9708337100
Contact Name	Lee Oldenburg
Address	1200 Hidden Valley Parkway
If Mailing Address is Different	<i>Field not completed.</i>
City	Severance
State	Colorado
Zip Code	80550

Step 3

Please describe how the grant, if awarded, would be used and how this use relates to any of the award criteria in the Town's Grant to Community Organizations Policy	We are requesting the grant to be used to launch Severance High Schools's school based enterprise. The funding would be utilized to implement a POS system, store setups such as displays and racks, and initial product launch items.
Requested Grant Amount	\$2,000
Has the Town of Severance contributed to the Requesting Organization in the past?	No
If yes, what amount(s) and when?	<i>Field not completed.</i>
If yes to the above, please provide detailed accounting of how the funds were used and describe how the funds benefitted the community (attach documentation if needed)	<i>Field not completed.</i>

Step 4

List your organization's top five funding sources and amounts that were received from the sources broken down in the last two fiscal years (corporate, government, and/or individual contributions)	We only have one funding source which is fundraising. We are competing with Windsor and Severance schools, clubs, activities, and sports.
Does the IRS classify you (the requesting organization) as a 501(c)3 organization?	No

Please attach the following information to complete your grant request

1. Along with this application, include a brief description of the requesting organization (including its mission and leadership) and any other information relevant to this request.
2. Most recent year's actual income and expenses for the organization and for the specific event or project for which the funds will be used.
3. Most recent budget for the organization and for the specific event or project for which the funds will be used.
4. Names and addresses of all board members, including designated officers.
5. Any other documents that will support the application.

Requested document upload *Field not completed.*

Affirmation of Application

By submitting this application, you are certifying that **a)** the information in the application and supporting documents are correct to the best of your knowledge, and **b)** the Internal Revenue Service (IRS) 501(c)3 determination, if applicable, has not been revoked, canceled, or modified; and **c)** funds will be used for the projects outlined in this Community Grant Application.

X

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

CITIZEN ADVISORY BOARD

"THE ARMORY"



WEDNESDAY SEPTEMBER 3, 2025

Executive Summary

Severance High School has 961 students in grades nine through twelve, and we are hoping to get support from the Town of Severance to help start a student-run school store. Our goal is to create something that gives students real-world experience while also making school a little more fun and convenient.

The store will be run by students and will sell things like drinks, snacks, school spirit wear, and products made in different classes (like welding, shop, FACS, culinary, and more). Running the store will teach students about customer service, marketing, money management, and leadership.

We are asking for funding support. This money will help us buy the basic things we need to get started, like a checkout system, shelves, first inventory, and some marketing. Getting this help will give us a boost while we're building up our student customer base.

We plan to start organizing in September 2025, and if everything goes well, we want to open the store by January 2026. Over time, we think it will become a self-sustaining project that not only teaches important life skills but also brings our school together.

Introduction

Severance High School is focused on preparing students for the future, not just through academics but also with real-world experiences. One way we want to do that is by starting a student-run school store. To make this possible, we're asking the Town of Severance to consider supporting us with funding.

This proposal will explain how the store will benefit students, the school, and the community, as well as what the money would go toward.

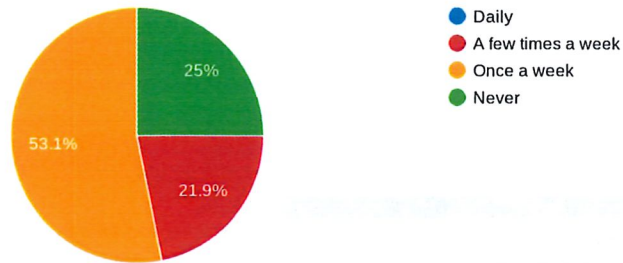
Closing

On behalf of Severance High School, we want to thank the Town of Severance for looking at our idea. Support in the range of \$2,000–\$9,000 would help us cover the start-up costs and give our student-run store the chance to succeed while we build up a solid customer base. We really believe this project will help students learn and give our community something to be proud of. Thanks again for considering our request!

Freshman class of 2029:

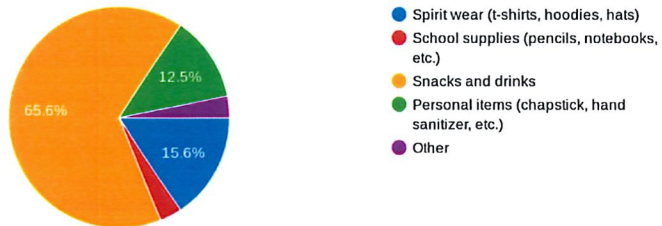
How often do you think you would shop at the student store?

32 responses



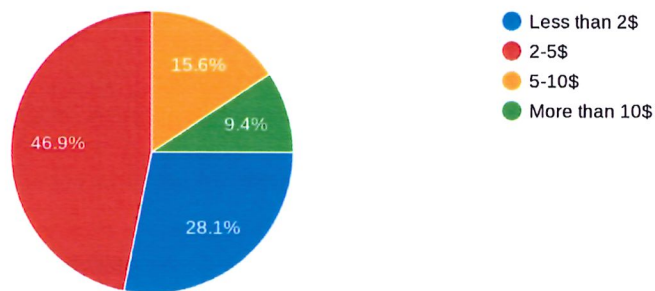
What type of items would you be most interested in buying?

32 responses



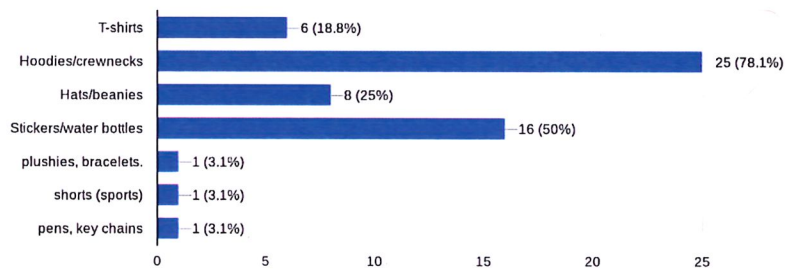
What price range do you usually spend on snacks/drinks at school?

32 responses



What school spirit items would you like to see sold?

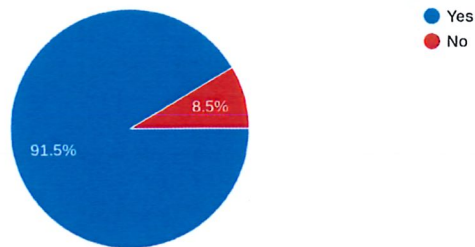
32 responses



Sophomore class of 2028:

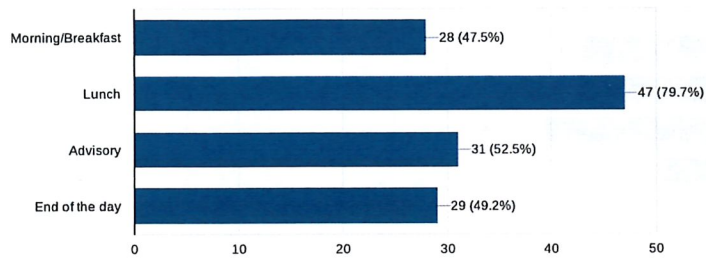
Do you want a student store here at severance?

59 responses



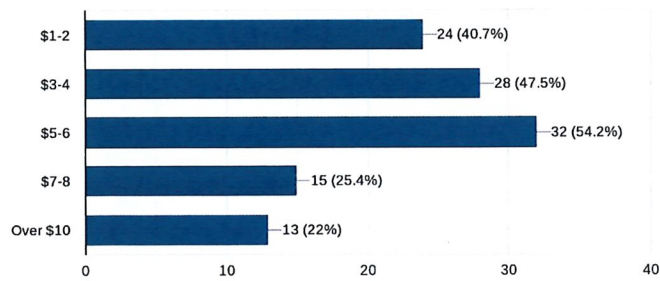
When would you want us to be open throughout the day?

59 responses



How much would you spend at the school store? (check all that apply)

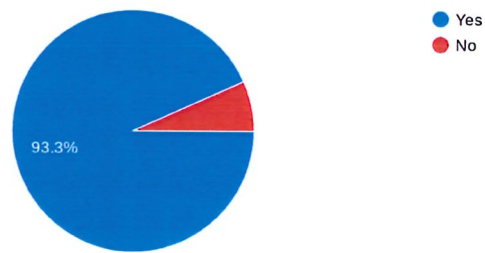
59 responses



Junior class of 2027:

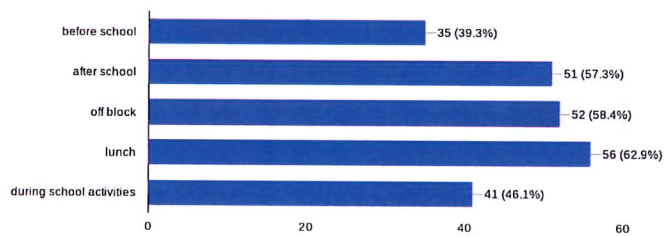
Do you want a student store at Severance High School?

89 responses



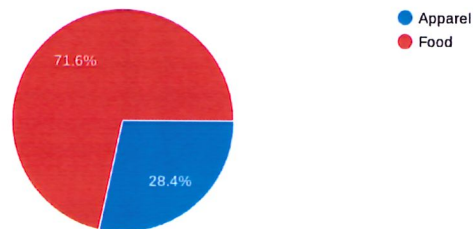
When would you be more likely to come to our store? (Please mark all that apply)

89 responses



What would you rather have sold?

88 responses

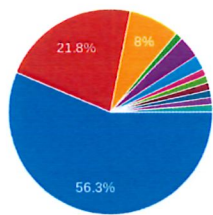


Would you rather

88 responses



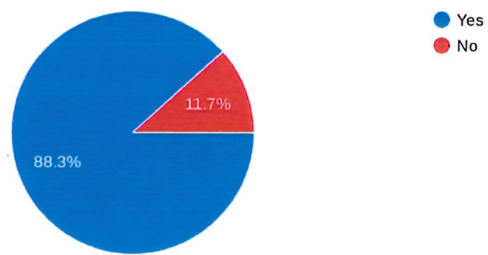
What drinks would you buy?
87 responses



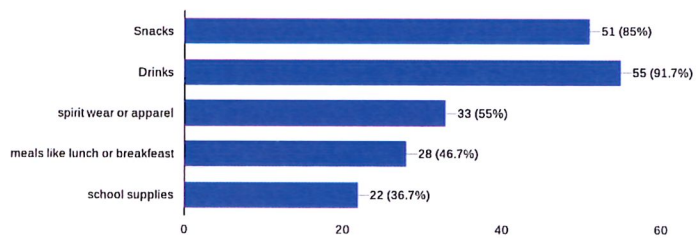
- Energy Drinks
 - Soda
 - Coffee
 - Tea
 - all
 - Water
 - you could sell severance themed reu...
 - Everything
- ▲ 1/2 ▼

Senior class of 2026:

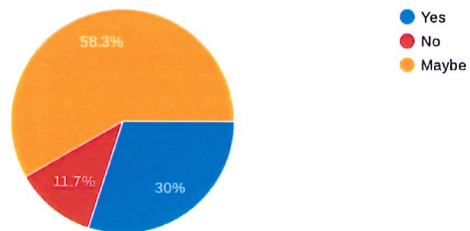
Would you Shop at a student store
60 responses



What Items would you most like to see? Click all that apply
60 responses



If classes like FACS, Welding, and construction, were to sell items would you consider buying them?
60 responses





ENGINEERING REPORT

This Engineering report was submitted on August 26, 2025, by Chris Messersmith and Shar Sadowen, Colorado Civil Group, Inc. (CCG)

Capital Improvement Projects

E Harmony Road – WCR 19 Intersection Improvements

Coulson Excavating Company, Inc. is scheduled to have the major intersection work completed by August 29th and Sturgeon Electric Company, Inc. is scheduled to have traffic signal installation completed by September 3rd. The traffic signal will be placed into flash mode for a minimum of 72 hours after the installation is completed. Additional minor project work will be completed within the first three (3) weeks of September. This project is currently tracking ahead of the following completion dates:

Substantial Completion: September 30, 2025

Ready for Final Payment: October 14, 2025

South Water Line Loop

CCG has prepared preliminary 60% construction drawings and has reviewed the proposed alignment through the Severance Community Park with the Public Works Department. The Town of Severance recently acquired right-of-way and utility easements associated with the Waterfowl Way Extension project and needs to acquire one additional water line easement across another property. Negotiations with this property owner have not moved forward. This project may be split into two (2) phases in order to provide water service for the CXT restroom in the Severance Community Park as soon as possible.

Great Western Trail (East Harmony Road to WCR 23

The Town received a CDOT grant to design and construct a concrete trail along the Great Western Trail between East Harmony Road and WCR 23. CCG is currently in the design stage of the project and anticipate a FIR/FOR submittal to CDOT for review by the end of August/early September. Construction start is targeted for early 2026 and is dependent on the review and approval of CDOT.

Water System Monitoring

CCG has been working with the Public Works Department and the NWCWD staff on a weekly basis to monitor the Town's water distribution system and performance (pressure and flowrates) continuously since June 2022. The annual Average Day Demand (ADD), Maximum Day Demand (MDD), MDD Factor, and Maximum Annual Delivery Volume



ENGINEERING REPORT

(MADV) are listed below along with the capacity purchased from the NWCWD:

2022 (calendar year)

ADD (customer): 584,843 GPD

MDD (customer): 1,200,371 GPD (17-Jul-22), MDD Factor: 2.05

MDD (NWCWD): 1,177,710 GPD (17-Jul-22)

MADV (NWCWD): 233,378,000 GPY

2023 (calendar year)

ADD (customer): 505,128 GPD

MDD (customer): 1,099,238 GPD (16-Jul-23), MDD Factor: 2.18

MDD (NWCWD): 1,097,402 GPD (12-Jul-23)

MADV (NWCWD): 201,112,000 GPY

2024 (calendar year)

ADD (customer): 558,410 GPD

MDD (customer): 1,053,251 GPD (29-Jul-24), MDD Factor: 1.89

MDD (NWCWD): 1,061,232 GPD (13-Jul-24)

MADV (NWCWD): 220,127,000

2025 (calendar year)

MDD (customer): 1,019,443 GPD (4-Aug-25)

MDD (NWCWD): 1,295,187 GPD (11-Jun-24)

CAPACITY (PURCHASED) BASED ON 1,040 ASPITs

MDD (NWCWD): 1,497,600 GPD

MADV (NWCWD): 237,120,000 GPY

CCG has been working with the Public Works Department and the NWCWD to make seasonal adjustments to Master Meters No. 1 and No. 2 to meet water quality requirements.

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

CCG has completed the potable water system hydraulic modeling for the full build out of the Town of Severance's current water service area, which may require updates based on revisions to the Town of Severance Land Use Code. Data has been requested from Stantec/NWCWD at the Master Meter No. 1 location. Future upgrades to Master Meter No. 1 may allow the Town of Severance to serve the full build out of the water service area. On January 6, 2023, Stantec confirmed that they have all the information they need



ENGINEERING REPORT

from the Town of Severance. Once a response is provided by Stantec/NWCWD, CCG will coordinate with Town Management on the final Potable Water System Master Plan since it is unknown, at this time, what additional capacity the NWCWD can provide to the Town of Severance. Multiple DRAFTs of the new Water Service Agreement from the NWCWD have been provided to Town staff for review. Currently, Town Management is considering an expansion of the Town of Severance water service area. CCG worked with Town Management and the CLRWTA on these water demand projections, which have been completed.

Wastewater Projections

Town Management and CCG have reached out to the Town of Windsor (TOW) regarding future wastewater treatment capacity with their planned Wastewater Treatment Facility (WWTF) expansion. Additional wastewater capacity is dependent on three items; (1) Additional capacity at the TOW WWTF, (2) a new sanitary sewer interceptor from Severance South to the Town of Windsor WWTF, and (3) a Utility Plan Amendment/208 Boundary Amendment that the Town will need to prepare and submit to the North Front Range Water Quality Planning Association (NFRWQPA) for review and approval. The Town Managers for Severance and Windsor are negotiating the additional wastewater treatment capacity that may be available. The Town of Windsor received conditional approval of the 208 Boundary Adjustment from the NFRWQPA in March 2025, which also benefits the Town of Severance.

CCG monitors the wastewater flowrates on a monthly basis. Below is a summary since the Town of Windsor wastewater flowmeter was recalibrated:

2024 (calendar year)

Average wastewater flowrate: 406,552 GPD (March 1, 2024 – December 31, 2024)

Max Day wastewater flowrate: 572,000 GPD (March 17, 2024)

2025 (calendar year)

Average wastewater flowrate: 395,206 GPD (January 1, 2025 – July 31, 2025)

May Day wastewater flowrate (Severance WWTF): 182,936 GPD (June 8, 2025)

May Day wastewater flowrate (Windsor WWTF): 514,000 GPD (March 2, 2025)

May Day wastewater flowrate (Combined): 514,000 GPD (March 2, 2025)

Currently, the Town of Severance has purchased 515,000 GPD of treatment capacity from the Town of Windsor. Since March 1, 2024, The Town of Severance has exceeded the purchased capacity on three (3) occasions, all occurring in 2024. At this time, no additional capacity is available for purchase/treatment.



Planning Department

September 2025 Department Update

The following development applications are currently under review by the Town:

Northgate Lake – Final Plat

Northgate Lake is located north of Harmony Road and east of CR 21/Teller Street. A Final Plat has been submitted and is currently under review. The development is on 315 acres and is planned for a mix of 600 single-family units, and future multi-family, commercial, a school site, and open space. This project will be scheduled for public hearings with Planning Commission and Town Council for consideration.

Bower North Annexation/Zoning

The Town Council approved the Bower North Annexation and Zoning at its July 8th meeting. The property is located south of Hunters Crossing and west of CR 22. The development proposes a mixture of single-family homes on estate lots and smaller lots, along with multi-family housing that includes townhomes and attached units, and a minimum of four acres of commercial. The next step for this development is the submittal of a Preliminary Plat, which will be scheduled for public hearings with both the Planning Commission and Town Council for consideration.

Buffalo Creek Preliminary Plat

Buffalo Creek is approximately 270 acres south of WCR 78 and east of Lathim Parkway (aka WCR 13, LCR 1, Colorado Boulevard). They are proposing 510 single-family lots and 140 duplex residential lots on 102 acres with approximately 121 acres of open space. Staff is reviewing an application for a Preliminary Plat.

Cordero Estates Annexation/Zoning

An application for Annexation and Zoning has been received and is currently under review. The property is located south of Belmont Farms along CR 80 and a ½ mile east of CR 23. The development proposes 35 Rural Residential lots on 119 acres. The project will be scheduled for public hearings with both the Planning Commission and Town Council for consideration.

WinDance Preliminary Plat

WinDance is located north of Highway 392, east of CR21, west of CR23, and south of CR70. The development area is 168 acres; 99 acres are slated for approximately 569 single-family residential lots; 34 acres are reserved for open space. The Preliminary Plat is currently under staff review. The project will be scheduled for public hearings with both the Planning Commission and Town Council for consideration.

Platte Valley Veterinary Clinic Site Plan

A site plan application for 335 West 4th Avenue, located in the Scotch Pine Business Center, is currently under staff review. The proposed development consists of a two-story 7856 square foot building with parking and will access onto Blue Spruce Drive and Mahogany Way.

Saddle Ridge Tracts 9 & 10 Final Plat

Saddler Ridge Tracts 9 & 10 is located in the Saddler Ridge Development north of State Highway 14 and East of CR 17. The development proposal is on 11 acres and includes 52 lots of paired homes and 6 lots of single family detached. The project will be scheduled for public hearings with both the Planning Commission and Town Council for consideration

Schlagel Minor Subdivision

The Schlagel Development is located on 165 acres west of CR 21 and one mile north of CR 74. The development proposes 4 rural lots for residential uses.

The following Town of Severance residents have been recently appointed to the Town Planning Commission:

Josh Ochs
Jennifer Shaw
Jennifer Roe

We extend a warm welcome and thank you to each of these individuals as they begin their four-year terms volunteering on the Planning Commission.

The Planning Department was successful in receiving a Housing Planning Grant award for \$15,000 from the State of Colorado Division of Local Affairs to support the Severance Housing Needs Assessment Update as established by SB24-174. The grant will support our ongoing efforts to develop actionable and compliant housing needs assessments, housing action plans and comprehensive plan elements.

Revenue Type Summary

Period: 8/1/2025 - 8/31/2025
Created by: JO ANN ALANIZ on 9/2/2025 4:36:44 PM

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

Payment Amounts by Type

Type	Amount
COURT COSTS	\$360.00
FINES	\$8,351.00
SUR-CHARGE	\$1,080.00
Payments Total	\$9,791.00

Revenue Summary

Period: 8/1/2025 - 8/31/2025
Created by: JO ANN ALANIZ on 9/2/2025 4:37:37 PM

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

Docket #	Total Fines	Restitution	Total Payments
D2500172	\$320.00	\$0.00	\$320.00

Payment Details

Date	Amount	Type	Notes
8/1/2025	\$320.00	CREDIT CARD	

Fines/Fees Details

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

Docket #	Total Fines	Restitution	Total Payments
D2500196	\$170.00	\$0.00	\$170.00

Payment Details

Date	Amount	Type	Notes
8/14/2025	\$170.00	CHECK (#2245)	

Fines/Fees Details

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

Docket #	Total Fines	Restitution	Total Payments
D2500170	\$170.00	\$0.00	\$170.00

Payment Details

Date	Amount	Type	Notes
8/1/2025	\$170.00	CREDIT CARD	

Fines/Fees Details

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



Docket #	Total Fines	Restitution	Total Payments
D2500188	\$170.00	\$0.00	\$170.00

Payment Details

Date	Amount	Type	Notes
8/11/2025	\$170.00	CREDIT CARD	

Fines/Fees Details

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



Docket #	Total Fines	Restitution	Total Payments
D2500085	\$320.00	\$0.00	\$320.00

Payment Details

Date	Amount	Type	Notes
8/6/2025	\$320.00	CREDIT CARD	

Fines/Fees Details

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



Docket #	Total Fines	Restitution	Total Payments
D2500106	\$350.00	\$0.00	\$350.00

Payment Details

Date	Amount	Type	Notes
8/29/2025	\$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
D3296	\$350.00	\$0.00	\$141.00

Payment Details

Date	Amount	Type	Notes
8/7/2025	\$141.00	CASH	

Fines/Fees Details

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

[REDACTED]

Docket #	Total Fines	Restitution	Total Payments
D100251	\$70.00	\$0.00	\$70.00

Payment Details

Date	Amount	Type	Notes
8/8/2025	\$70.00	CREDIT CARD	

Fines/Fees Details

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

[REDACTED]

Docket #	Total Fines	Restitution	Total Payments
D2500169	\$170.00	\$0.00	\$170.00

Payment Details

Date	Amount	Type	Notes
8/1/2025	\$170.00	CREDIT CARD	

Fines/Fees Details

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



Docket #	Total Fines	Restitution	Total Payments
D100262	\$70.00	\$0.00	\$70.00

Payment Details

Date	Amount	Type	Notes
8/22/2025	\$70.00	CREDIT CARD	

Fines/Fees Details

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



Docket #	Total Fines	Restitution	Total Payments
D100268	\$70.00	\$0.00	\$70.00

Payment Details

Date	Amount	Type	Notes
8/26/2025	\$70.00	CREDIT CARD	

Fines/Fees Details

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



Docket #	Total Fines	Restitution	Total Payments
D2500198	\$170.00	\$0.00	\$170.00

Payment Details

Date	Amount	Type	Notes
8/19/2025	\$170.00	CREDIT CARD	

Fines/Fees Details

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

[REDACTED]

Docket #	Total Fines	Restitution	Total Payments
D2500042	\$200.00	\$0.00	\$200.00

Payment Details

Date	Amount	Type	Notes
8/27/2025	\$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
D3289	\$75.00	\$0.00	\$75.00

Payment Details

Date	Amount	Type	Notes
8/22/2025	\$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
D2500176	\$170.00	\$0.00	\$170.00

Payment Details

Date	Amount	Type	Notes
8/11/2025	\$170.00	CREDIT CARD	

Fines/Fees Details

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



Docket #	Total Fines	Restitution	Total Payments
D2500167	\$320.00	\$0.00	\$320.00

Payment Details

Date	Amount	Type	Notes
8/11/2025	\$100.00	CASH	
8/14/2025	\$170.00	CASH	
8/15/2025	\$50.00	CASH	

Fines/Fees Details

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



Docket #	Total Fines	Restitution	Total Payments
D100276	\$50.00	\$0.00	\$50.00

Payment Details

Date	Amount	Type	Notes
8/11/2025	\$50.00	CREDIT CARD	

Fines/Fees Details

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



Docket #	Total Fines	Restitution	Total Payments
D2500202	\$320.00	\$0.00	\$320.00

Payment Details

Date	Amount	Type	Notes
8/22/2025	\$320.00	CHECK (#1630)	

Fines/Fees Details

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



Docket #	Total Fines	Restitution	Total Payments
D2500179	\$170.00	\$0.00	\$170.00

Payment Details

Date	Amount	Type	Notes
8/4/2025	\$170.00	CHECK (#252)	

Fines/Fees Details

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



Docket #	Total Fines	Restitution	Total Payments
D2500143	\$350.00	\$0.00	\$350.00

Payment Details

Date	Amount	Type	Notes
8/7/2025	\$350.00	CHECK (#1935)	

Fines/Fees Details

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



Docket #	Total Fines	Restitution	Total Payments
D2500158	\$350.00	\$0.00	\$350.00

Payment Details

Date	Amount	Type	Notes
8/7/2025	\$350.00	CREDIT CARD	

Fines/Fees Details

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



Docket #	Total Fines	Restitution	Total Payments
D2500131	\$650.00	\$0.00	\$300.00

Payment Details

Date	Amount	Type	Notes
8/7/2025	\$300.00	CREDIT CARD	

Fines/Fees Details

Fine / Fee	Amount
COURT COSTS	\$30.00
FINES	\$600.00
SUR-CHARGE	\$20.00



Docket #	Total Fines	Restitution	Total Payments
D3225	\$100.00	\$0.00	\$100.00

Payment Details

Date	Amount	Type	Notes
8/7/2025	\$100.00	CASH	

Fines/Fees Details

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



Docket #	Total Fines	Restitution	Total Payments
D2500195	\$170.00	\$0.00	\$170.00

Payment Details

Date	Amount	Type	Notes
8/13/2025	\$170.00	CREDIT CARD	

Fines/Fees Details

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

[REDACTED]

Docket #	Total Fines	Restitution	Total Payments
D2500127	\$170.00	\$0.00	\$170.00

Payment Details

Date	Amount	Type	Notes
8/1/2025	\$170.00	CREDIT CARD	

Fines/Fees Details

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

[REDACTED]

Docket #	Total Fines	Restitution	Total Payments
D2500206	\$170.00	\$0.00	\$170.00

Payment Details

Date	Amount	Type	Notes
8/29/2025	\$170.00	CHECK (#1009)	

Fines/Fees Details

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

[REDACTED]

Docket #	Total Fines	Restitution	Total Payments
D100257	\$70.00	\$0.00	\$50.00

Payment Details

Date	Amount	Type	Notes
8/25/2025	\$50.00	CREDIT CARD	

Fines/Fees Details

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

[REDACTED]

Docket #	Total Fines	Restitution	Total Payments
D2500191	\$320.00	\$0.00	\$320.00

Payment Details

Date	Amount	Type	Notes
8/24/2025	\$320.00	CREDIT CARD	

Fines/Fees Details

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

[REDACTED]

Docket #	Total Fines	Restitution	Total Payments
D2500186	\$170.00	\$0.00	\$170.00

Payment Details

Date	Amount	Type	Notes
8/12/2025	\$170.00	CHECK (#3715)	

Fines/Fees Details

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

[REDACTED]

Docket #	Total Fines	Restitution	Total Payments
D2500199	\$170.00	\$0.00	\$170.00

Payment Details

Date	Amount	Type	Notes
8/19/2025	\$170.00	CHECK (#142)	

Fines/Fees Details

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

[REDACTED]

Docket #	Total Fines	Restitution	Total Payments
D100008	\$70.00	\$0.00	\$70.00

Payment Details

Date	Amount	Type	Notes
8/29/2025	\$70.00	CREDIT CARD	

Fines/Fees Details

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

[REDACTED]

Docket #	Total Fines	Restitution	Total Payments
D25VMU00184	\$170.00	\$0.00	\$170.00

Payment Details

Date	Amount	Type	Notes
8/14/2025	\$170.00	CREDIT CARD	

Fines/Fees Details

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

[REDACTED]

Docket #	Total Fines	Restitution	Total Payments
D3230	\$170.00	\$0.00	\$170.00

Payment Details

Date	Amount	Type	Notes
8/4/2025	\$170.00	CREDIT CARD	

Fines/Fees Details

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



Docket #	Total Fines	Restitution	Total Payments
D3409	\$70.00	\$0.00	\$70.00

Payment Details

Date	Amount	Type	Notes
8/25/2025	\$70.00	CASH	

Fines/Fees Details

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



Docket #	Total Fines	Restitution	Total Payments
D2500102	\$350.00	\$0.00	\$350.00

Payment Details

Date	Amount	Type	Notes
8/7/2025	\$350.00	CREDIT CARD	

Fines/Fees Details

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



Docket #	Total Fines	Restitution	Total Payments
D2500021	\$350.00	\$0.00	\$250.00

Payment Details

Date	Amount	Type	Notes
8/6/2025	\$250.00	CASH	

Fines/Fees Details

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



Docket #	Total Fines	Restitution	Total Payments
D3379	\$200.00	\$0.00	\$200.00

Payment Details

Date	Amount	Type	Notes
8/14/2025	\$200.00	CHECK (#1639)	

Fines/Fees Details

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



Docket #	Total Fines	Restitution	Total Payments
D2500205	\$170.00	\$0.00	\$170.00

Payment Details

Date	Amount	Type	Notes
8/26/2025	\$170.00	CREDIT CARD	

Fines/Fees Details

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



Docket #	Total Fines	Restitution	Total Payments
D2500190	\$170.00	\$0.00	\$170.00

Payment Details

Date	Amount	Type	Notes
8/21/2025	\$170.00	CASH	

Fines/Fees Details

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



Docket #	Total Fines	Restitution	Total Payments
D2500173	\$170.00	\$0.00	\$170.00

Payment Details

Date	Amount	Type	Notes
8/14/2025	\$170.00	CREDIT CARD	

Fines/Fees Details

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



Docket #	Total Fines	Restitution	Total Payments
D3256	\$75.00	\$0.00	\$75.00

Payment Details

Date	Amount	Type	Notes
8/7/2025	\$75.00	CASH	

Fines/Fees Details

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



Docket #	Total Fines	Restitution	Total Payments
D2500201	\$170.00	\$0.00	\$170.00

Payment Details

Date	Amount	Type	Notes
8/26/2025	\$170.00	CREDIT CARD	

Fines/Fees Details

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

[REDACTED]

Docket #	Total Fines	Restitution	Total Payments
D2400080	\$200.00	\$0.00	\$30.00

Payment Details

Date	Amount	Type	Notes
8/5/2025	\$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
D2500118	\$350.00	\$0.00	\$350.00

Payment Details

Date	Amount	Type	Notes
8/7/2025	\$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
D100177	\$50.00	\$0.00	\$50.00

Payment Details

Date	Amount	Type	Notes
8/11/2025	\$50.00	CREDIT CARD	

Fines/Fees Details

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



Docket #	Total Fines	Restitution	Total Payments
D100260	\$70.00	\$0.00	\$70.00

Payment Details

Date	Amount	Type	Notes
8/18/2025	\$70.00	CREDIT CARD	

Fines/Fees Details

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



Docket #	Total Fines	Restitution	Total Payments
D100267	\$70.00	\$0.00	\$70.00

Payment Details

Date	Amount	Type	Notes
8/25/2025	\$70.00	CREDIT CARD	

Fines/Fees Details

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



Docket #	Total Fines	Restitution	Total Payments
D2500089	\$170.00	\$0.00	\$170.00

Payment Details

Date	Amount	Type	Notes
8/5/2025	\$170.00	CREDIT CARD	

Fines/Fees Details

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

[REDACTED]

Docket #	Total Fines	Restitution	Total Payments
D100271	\$70.00	\$0.00	\$70.00

Payment Details

Date	Amount	Type	Notes
8/19/2025	\$70.00	CREDIT CARD	

Fines/Fees Details

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

[REDACTED]

Docket #	Total Fines	Restitution	Total Payments
D2500211	\$170.00	\$0.00	\$170.00

Payment Details

Date	Amount	Type	Notes
8/29/2025	\$170.00	CHECK (#103)	

Fines/Fees Details

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

[REDACTED]

Docket #	Total Fines	Restitution	Total Payments
D100270	\$70.00	\$0.00	\$70.00

Payment Details

Date	Amount	Type	Notes
8/26/2025	\$70.00	CREDIT CARD	

Fines/Fees Details

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



Docket #	Total Fines	Restitution	Total Payments
D2500178	\$170.00	\$0.00	\$170.00

Payment Details

Date	Amount	Type	Notes
8/14/2025	\$170.00	CHECK (#4097)	

Fines/Fees Details

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



Docket #	Total Fines	Restitution	Total Payments
D2500197	\$170.00	\$0.00	\$170.00

Payment Details

Date	Amount	Type	Notes
8/8/2025	\$170.00	CHECK (#4399)	

Fines/Fees Details

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



Docket #	Total Fines	Restitution	Total Payments
D100273	\$70.00	\$0.00	\$70.00

Payment Details

Date	Amount	Type	Notes
8/22/2025	\$70.00	CASH	

Fines/Fees Details

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



Docket #	Total Fines	Restitution	Total Payments
D100254	\$70.00	\$0.00	\$70.00

Payment Details

Date	Amount	Type	Notes
8/18/2025	\$70.00	CREDIT CARD	

Fines/Fees Details

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



Docket #	Total Fines	Restitution	Total Payments
D100263	\$70.00	\$0.00	\$70.00

Payment Details

Date	Amount	Type	Notes
8/25/2025	\$70.00	CREDIT CARD	

Fines/Fees Details

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



Docket #	Total Fines	Restitution	Total Payments
D2500182	\$170.00	\$0.00	\$170.00

Payment Details

Date	Amount	Type	Notes
8/21/2025	\$170.00	CHECK (#5273)	

Fines/Fees Details

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



Docket #	Total Fines	Restitution	Total Payments
D2500185	\$170.00	\$0.00	\$170.00

Payment Details

Date	Amount	Type	Notes
8/2/2025	\$170.00	CREDIT CARD	

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	\$360.00
DEFAULT FEE	\$0.00
FINE	\$0.00
FINES	\$8,351.00
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	\$1,080.00
WARNING LETTER	\$0.00

Total Fees	\$10,500.00
Over Charged Amount	\$0.00
Total Paid	\$9,791.00

Fines Paid by Pay Method

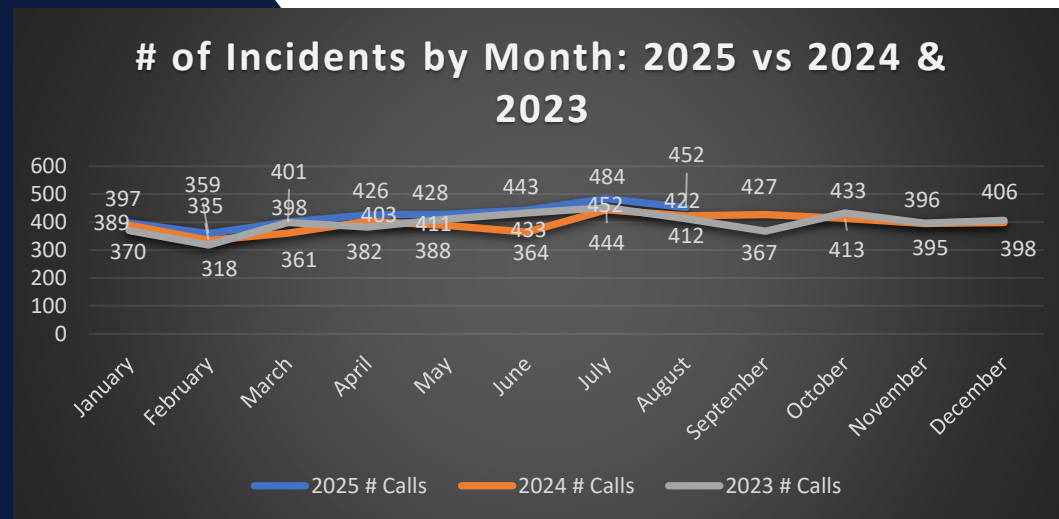
Description	Amount
CASH	\$1,196.00
CHECK	\$2,400.00
CREDIT CARD	\$6,195.00

Overpaid Cases

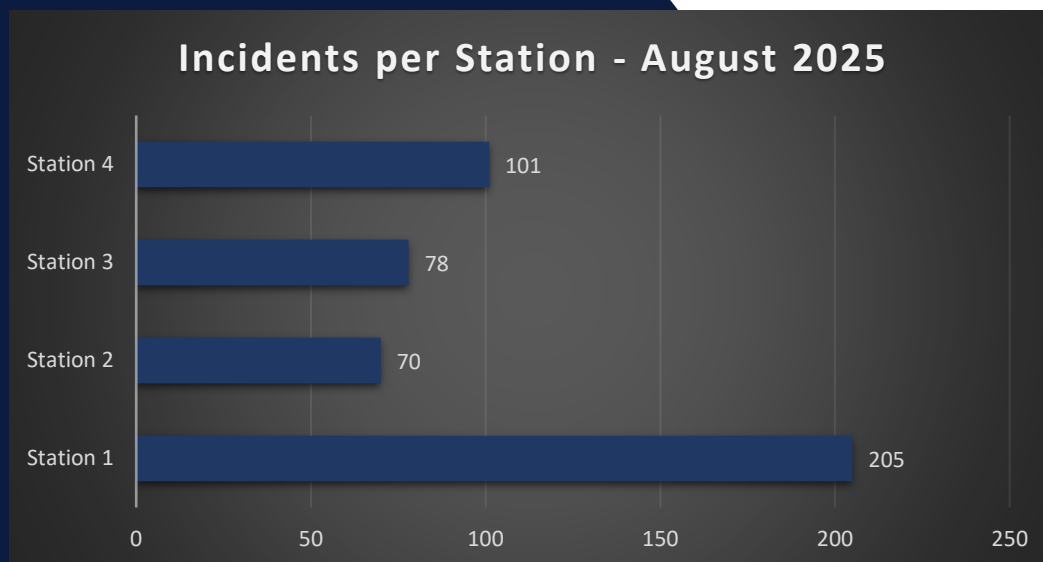
Case	OverPaid
------	----------

MAJOR INCIDENT TYPE	# INCIDENTS											
	Jan	Feb	Mar	April	May	June	July	Aug	YTD 2025	YTD 2024	YTD 2023	
Fires	1	11	7	11	8	9	13	8	68	51	58	
Overpressure rupture, explosion, overhear - no fire	1	0	0	0	2	0	1	1	5	5	2	
Rescue & Emergency Medical Service	263	237	231	274	278	260	275	261	2079	1940	1908	
Hazardous Condition (No Fire)	13	10	11	3	8	4	4	6	59	69	82	
Service Call	56	37	54	49	56	70	76	72	470	329	487	
Good Intent Call	37	32	54	47	50	66	71	65	422	339	328	
False Alarm & False Call	26	32	43	42	26	33	44	39	285	370	309	
Severe Weather & Natural Disaster	0	0	0	0	0	1	0	0	1	2	1	
Special Incidents	0	0	1	0	0	0	0	0	1	1	1	
TOTAL	397	359	401	426	428	443	484	452	3390	3106	3176	
Mutual Aid/Auto Aid Given	15	13	12	9	11	10	12	7	89	59	81	
Mutual Aid/Auto Aid Received	3	10	7	9	9	16	16	9	79	21	40	

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



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



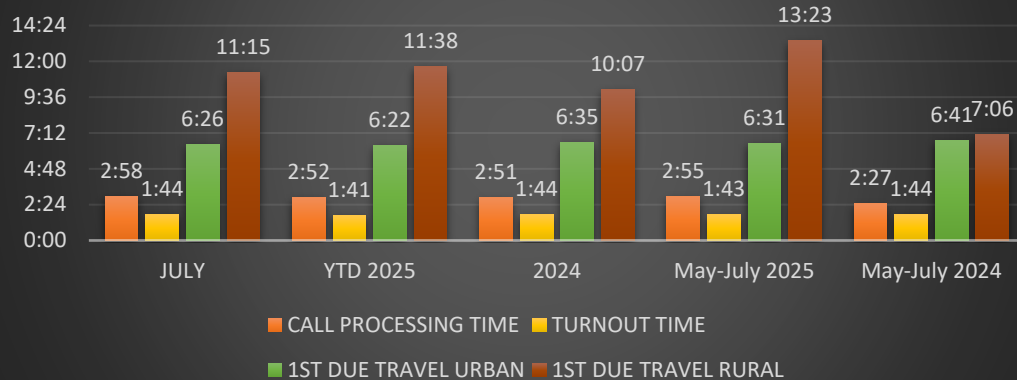
WSFR tracks incidents by the location of the incident based on which station is the closest.



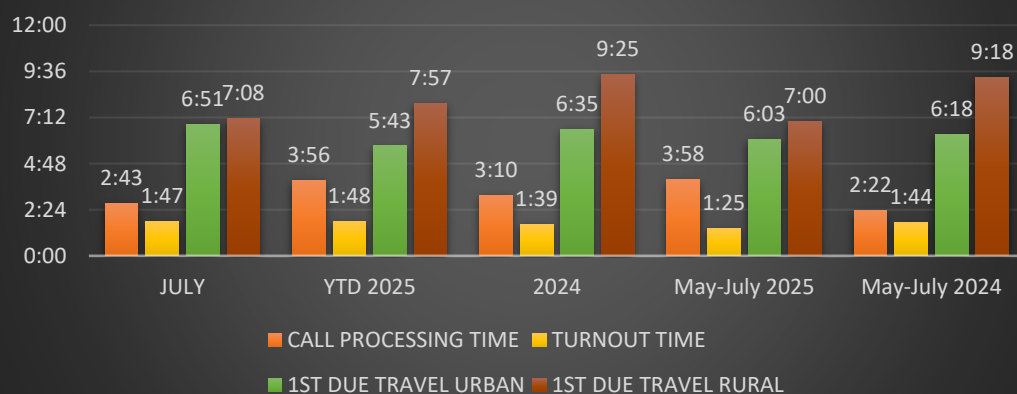
WSFR Response Report: September 2025



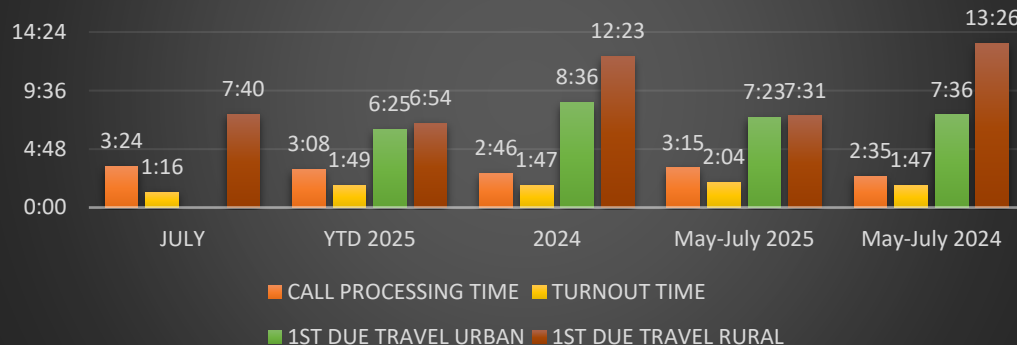
EMS Response Times - 90th Percentile for July 2025



MVA Response Times - 90th Percentile for July 2025



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



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



WSFR Response Report: September 2025





AGENDA ITEM SUMMARY

AGENDA ITEM	SUBMITTED BY	PRESENTED BY
Pg. 49 - Resolution 2025-34R: A Resolution of the Town of Severance approving the first amendment to the Cobb Lake Regional Water Treatment Authority agreement	Nicholas Wharton, Town Manager	Nicholas J. Wharton, Town Manager
ACTION REQUESTED		
Management asks that the Town Council review and discuss Resolution 2025-34R: A Resolution of the Town of Severance approving the first amendment to the Cobb Lake Regional Water Treatment Authority agreement and take action. • Actions that may be taken: ○ Move to approve Resolution 2025-34R ○ Move to approve Resolution 2025-34R with amendments ○ Take No Action		<u>Resolution</u> <u>Attorney Approved</u> <u>Action Requested</u>
BRIEF HISTORY OF ITEM		
BRIEF SUMMARY		
This first amendment to the Cobb Lake Regional Water Treatment Authority agreement addresses items the Authority Board believes were either initially left out or needed clarification regarding Operations Funding, General Powers and Eminent Domain, the Colorado Open Records Act, and Service Contracts.		
PUBLIC SUPPORT/CONCERN		
None at this time.		
ANALYSIS AND RECOMMENDATION		
Management recommends that the Town Council take action and move to approve Resolution 2025-34R A Resolution of the Town of Severance approving the first amendment to the Cobb Lake Regional Water Treatment Authority agreement.		
MATERIALS SUBMITTED		
The following materials were submitted and included in this packet: 1. Resolution 2025-34R First Amendment to Cobb Lake Agreement 2. CLRWTA - First Amendment to Creation Agreement		

TOWN OF SEVERANCE, COLORADO

RESOLUTION NO. 2025-34R

**A RESOLUTION OF THE TOWN OF SEVERANCE APPROVING THE FIRST
AMENDMENT TO THE COBB LAKE REGIONAL WATER TREATMENT
AUTHORITY AGREEMENT**

WHEREAS, in January of 2024, the Town of Severance (“Town”) entered into an agreement with the towns of Windsor and Eaton along with the Fort Collins – Loveland Water District to create the Cobb Lake Regional Water Treatment Authority (“Authority”); and

WHEREAS, the Authority was created to provide water treatment for the Town and for surrounding areas; and

WHEREAS, since the Authority was established, it has become necessary to amend the agreement to add clarifying language to how the Authority is funded, what the Authority’s eminent domain powers are, how the Authority processes CORA requests received by its member entities, and to clarify the timeline for and components of the service contracts between the Authority and each member entity; and

WHEREAS, Town staff has reviewed and approved the changes made to the Authority’s agreement; and

WHEREAS, the Town Council believe that it is in the best interest of the health, safety, and wellbeing of the Town to adopt this First Amendment to the Cobb Lake Regional Water Treatment Authority Agreement to continue to benefit from the services provided by the Authority.

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

SECTION 1. The above and foregoing recitals are incorporated herein by reference and are adopted as findings and determinations of the Town Council.

SECTION 2. The Town Council of the Town of Severance, Colorado hereby approves the First Amendment to the Cobb Lake Regional Water Treatment Authority Agreement, attached to this Resolution as Exhibit A. Any material departure by the Authority from the provisions of the First Amendment must be approved by resolution of the Town Council as applicable.

SECTION 3. The officers of the Town are authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution.

SECTION 4. This Resolution shall be in full force and effect upon its passage and approval.

SECTION 5. The Mayor and Town Clerk are hereby authorized to execute, on behalf of the Town of Severance, the First Amendment to the Cobb Lake Regional Water Treatment Authority Agreement in substantially the form presented at this meeting, with such technical additions, deletions, and variations as the Town Attorney may deem necessary or appropriate and not inconsistent with this Resolution.

SECTION 6. A certified copy of this Resolution shall be filed in the records of the Town and submitted to the petitioners for the purpose of filing in the District Court of Weld County, Colorado.

SECTION 7. Repealer. All acts, orders, resolutions, or parts thereof, of the Town that are inconsistent or in conflict with this Resolution, are hereby repealed to the extent only of such inconsistency or conflict.

SECTION 8. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason to be held invalid or unenforceable, the invalidity or unenforceability of any such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

This Resolution was introduced, read and adopted upon a motion duly made, second and passed by the Town Council on this 9th day, September, 2025.

TOWN OF SEVERANCE, COLORADO

Mathew Fries, Mayor

ATTEST:

Sarah Jacobsen, Town Clerk

COBB LAKE REGIONAL WATER TREATMENT AUTHORITY CREATION AGREEMENT FIRST AMENDMENT

This **COBB LAKE REGIONAL WATER TREATMENT AUTHORITY CREATION AGREEMENT FIRST AMENDMENT** (the “**First Amendment**”) is made and entered into by and among the **TOWN OF EATON**, a statutory town and political subdivision of the County of Weld, State of Colorado, the **TOWN OF SEVERANCE**, a home rule municipality and political subdivision of the County of Weld, State of Colorado, the **TOWN OF WINDSOR**, a home rule municipality and political subdivision of the Counties of Larimer and Weld, State of Colorado, and the **FORT COLLINS- LOVELAND WATER DISTRICT**, a quasi-municipal corporation and political subdivision of the Counties of Larimer and Weld, State of Colorado (individually, “**Party**” and, collectively, the “**Parties**”). This First Amendment shall become effective on the date when executed by all Parties.

RECITALS

A. The Parties entered into the “Cobb Lake Regional Water Treatment Authority Creation Agreement” in January 2024 (the “**Creation Agreement**”), creating the Cobb Lake Regional Water Treatment Authority pursuant to § 29-1-204.2, C.R.S. (the “**Authority**”); and

B. The Authority has been operating since its creation to perform the purposes for which it was organized; and

C. The Board of Directors of the Authority, composed of those members as set forth in the Creation Agreement, have recommended certain amendments to the Creation Agreement to assist with the continued operation of the Authority, namely the addition of language to clarify (a) the funding of the Authority’s operations; (b) the power of the Authority to exercise its statutory power of eminent domain; (c) the treatment of records of the Authority by and between the Authority and member entities; and (d) the timeline and components of Service Contracts between the Authority and member entities; and

D. Section X of the Agreement states that the Creation Agreement may be amended only by a written document approved by the formal authority of the governing bodies of all the Parties; and

E. The Parties desire to amend the Creation Agreement to add the terms set forth in this First Amendment.

NOW THEREFORE, incorporating the Recitals herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

TERMS AND CONDITIONS

1. **Operations Funding.** Prior to the determination of each Party’s Treatment Capacity Share and pro rata share funding obligations, each Party shall fund the operating expenses of the Authority in an equal amount based on the Authority’s budget and amended budget, if any, for each fiscal year. Such operating expenses shall include costs and expenses for

management, legal, accounting, public relations, website design and administration, statutory compliance, meetings, and other reasonable administrative activities. Payment of each Party's share shall be provided to the Authority no later than the last day of February of each year or thirty days after approval of an amended budget. Pursuant to Article X, Section 20 of the Colorado Constitution and § 29-1-110, C.R.S., each member entity's obligation hereunder is subject to the annual appropriation of funds necessary for the performance thereof, which appropriations will be made in the sole discretion of each member entity's governing body.

2. General Powers and Eminent Domain.

a. The Authority shall have all of the powers set forth in § 29-1-204.2, C.R.S., including, *inter alia*, the power to condemn property for the installation, construction, operation, maintenance and repair of any water delivery lines and appurtenances thereto, and the acquisition of any required property rights, but only if such property is not owned by any public utility and devoted to such public use pursuant to state authority.

3. Colorado Open Records Act. Each member entity of the Authority is a Colorado governmental entity, and the Board of Directors of the Authority is composed of representatives from each member entity. The Authority was created for the purpose of constructing, operating, and maintaining a water treatment facility, including developing transmission lines, to treat and deliver water from NISP and other water resources to each of the member entities at the master meters or by exchange or other transmission agreement. Accordingly, each member entity may have a need for documentation prepared for the Authority related to the performance of such Party's obligations related to the purposes of the Authority. To ensure that the member entities can meet their obligations as it relates to their membership in the Authority, all member entities are entitled to receive copies of records of the Authority that are not Public Records as defined in the Colorado Open Records Act, part 2 of article 72, C.R.S., and the provision of such records to the member entities shall not waive or change the non-public status of such records. Provision and receipt of the records by member entities requires each member entity to maintain the non-public status of each record by ensuring that the records are not used in any way that would render the records "Public Records" without the express written consent of the Authority. Notwithstanding the foregoing, the member entities shall not be entitled to any documents that may be protected by the attorney-client privilege or are attorney work-product unless such privilege is expressly waived by the Board of Directors of the Authority. Any accidental disclosure of any non-public documents by any member entity shall not be deemed consent by the Authority to the document being made public.

4. Service Contracts. Section VII.A of the Creation Agreement is replaced in its entirety by the following:

- A. Each Party shall enter into a Service Contract before the construction of any portion of the System, Treatment Facility, or Treatment Facility Improvements. Such Service Contract shall address the contracting Party's individual Treatment Capacity Share and pro rata share funding obligations related to operation of the Treatment Facility, Treatment Facility Improvements, and Treatment Facility Capital Improvements. The Service Contracts may be amended from time to time as agreed upon by

the Parties.

5. Prior Provisions Effective. Unless amended by this First Amendment, the terms and conditions of the Creation Agreement remain in full force and effect.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed as follows:

Executed this _____ day of _____ 2025 by the Town of Eaton.

TOWN OF EATON

Scott E. Moser, Mayor

Attest:

Margaret Jane Winter, Town Clerk

Town of Eaton
223 1st Street
Eaton, CO 80615

Executed this _____ day of _____ 2025 by the Town of Severance.

TOWN OF SEVERANCE

Matthew Fries, Mayor

Attest:

Sarah Jacobsen, Town Clerk

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

Executed this _____ day of _____ 2025 by the Town of Windsor.

TOWN OF WINDSOR

Julie Cline, Mayor

Attest:

Karen Frawley, Town Clerk

Town of Windsor
301 Walnut Street
Windsor, CO 80550

Executed this _____ day of _____ 2025 by the Town of Windsor.

FORT COLLINS-LOVELAND
WATER DISTRICT

William Dieterich, Chairman

Attest:

Chris Pletcher, Secretary

Fort Collins-Loveland Water District
5150 Snead Drive
Fort Collins, CO 80525



AGENDA ITEM SUMMARY

AGENDA ITEM	SUBMITTED BY	PRESENTED BY
Pg. 59 - Ordinance 2025-20: An Ordinance of the Town Council of the Town of Severance, Colorado, amending various provisions within Chapter 8 of the Severance Municipal Code	Nicholas Wharton, Town Manager	Nicholas J. Wharton, Town Manager
ACTION REQUESTED		
Town Management asks that the Town Council review and discuss Ordinance 2025-20: An Ordinance of the Town Council of the Town of Severance, Colorado, amending various provisions within Chapter 8 of the Severance Municipal Code, and take action. - Action that may be taken: - Adopt Ordinance 2025-20 - Adopt Ordinance 2025-20 with amendments - Take No Action		<u>Ordinance</u> <u>Attorney Approved</u> <u>Action Requested</u>
BRIEF HISTORY OF ITEM		
BRIEF SUMMARY		
Since the Town Council passed Ordinance No. 2025-04 and the Municipal Court has taken over these tickets, minor changes to the Code have become necessary to clarify certain procedures and provide clarity to the Court and the public regarding parking tickets and procedures.		
PUBLIC SUPPORT/CONCERN		
None at this time.		
ANALYSIS AND RECOMMENDATION		
Management recommends that the Town Council take action and consider approving Ordinance 2025-20: An ordinance of the Town Council of the Town of Severance, Colorado, amending various provisions within Chapter 8 of the Severance Municipal Code.		
MATERIALS SUBMITTED		
The following materials were submitted and included in this packet: Ordinance 2025-20 Amending Parking Code		

**TOWN OF SEVERANCE
ORDINANCE NO. 2025-20**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF SEVERANCE,
COLORADO, AMENDING VARIOUS PROVISIONS WITHIN CHAPTER 8 OF THE
SEVERANCE MUNICIPAL CODE**

WHEREAS, the Town of Severance (“Town”) has enacted parking regulations and vehicle parking enforcement procedures in Chapter 8, “Vehicles and Traffic,” of the Severance Municipal Code (“Code”); and

WHEREAS, on February 11, 2025 the Town Council passed Ordinance No. 2025-04 to amend the “Vehicle Parking Enforcement” procedures in Article 4 of Chapter 8 of the Code to implement procedures for the municipal court to enforce violations of the Town’s parking ordinances, rules, and regulations; and

WHEREAS, since the Council passed Ordinance No. 2025-04 and the Municipal Court has taken over these tickets it has become necessary to make minor changes to the Code to clarify certain procedures and to provide clarity to the Court and the public regarding parking tickets and procedures; and

WHEREAS, this ordinance is enacted pursuant to the Town of Severance’s home rule authority under Article XX, § 6 of the Constitution of the State of Colorado, and pursuant to the Town of Severance’s police powers, in order to safeguard and preserve the public health, safety and welfare of the community.

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

Section 1. Section 8-1-390 of the Severance Municipal Code entitled "Section 1701, Traffic offenses and infractions classified – penalties – penalty and surcharge schedule – repeal." is hereby added to read as:

Sec. 8-1-390. – Section 1701, Traffic offenses and infractions classified – penalties – penalty and surcharge schedule – repeal.

Section 1701(6) of the Model Traffic Code is hereby repealed in its entirety.

Section 2. Section 8-4-20 of the Severance Municipal Code entitled "Parking violations – civil infractions; trial to municipal court" is hereby amended to read as follows:

Sec. 8-4-20. Parking violations – civil infractions; trial to municipal court.

- (a) Notwithstanding any provision to the contrary in this Code, all violations of the parking ordinances, rules, and regulations promulgated by the Town shall be civil matters and not criminal violations. The Colorado Municipal Court Rules shall apply to parking violations, except as provided otherwise in this Chapter.

- (b) ~~Parking violations shall be tried only to the municipal court. The municipal court shall have the discretion to uphold, reduce, or dismiss a parking citation and waive or reduce any fines or costs based on the evidence and arguments submitted before the court.~~
- (e) A defendant brought to trial solely upon a parking violation or violations shall **be tried only to the municipal court and shall** have no right to a trial by jury as contemplated by C.R.S. § 13-10-114, or Rule 223, Colorado Municipal Court Rules, and trial of parking violations shall be to the court. No defendant found liable for a parking violation shall be punished by imprisonment.

Section 3. Section 8-4-30 of the Severance Municipal Code entitled "Citation procedure; commencement of action" is hereby amended to read as follows:

Sec. 8-4-30. Citation procedure; commencement of action.

- (a) Whenever any motor vehicle is found parked, standing, or stopped in violation of the parking ordinances or parking rules promulgated by the Town, the citing parking enforcement officer shall note the vehicle's registration number, vehicle identification number, license plate, and any other information concerning the vehicle which will identify its driver or owner. The parking enforcement officer may commence the enforcement of the provisions of this Chapter in any of the following ways:
 - (1) A parking citation may be served by leaving it under the windshield wiper or otherwise conspicuously attaching the citation to the vehicle, or handing it to the driver or owner if the driver or owner is present, or mailing it by first class or certified mail to the address of the owner of the vehicle as shown in the motor vehicle ownership records of the state of registration; ~~or~~
 - ~~(2) A summons and complaint may be served on the owner of the vehicle as provided in the Colorado Municipal Court Rules of Civil Procedure.~~
- (b) The parking enforcement officer shall file a copy of the charging document with the municipal court.
- ~~(c) No more than one fine or penalty may be collected for each parking violation.~~

Section 4. Section 8-4-40 of the Severance Municipal Code entitled "Information to be included in parking citation" is hereby amended to read as follows:

Sec. 8-4-40. Information to be included in parking citation.

- (a) The form of the parking citation or other charging document shall be determined by the Town, but shall contain in substance the following information:
 - (1) A statement that a parking violation has been committed by the owner or operator of the motor vehicle and that the determination shall be final unless contested as provided in this Article;

- (2) A statement that a parking violation may result in impoundment or immobilization of the motor vehicle for which the owner may be liable for a fine and towing, handling, and storage charges or fees;
 - (3) A statement of the specific parking violation(s) for which the citation was issued;
 - (4) A statement of the monetary fine established for the parking violation; and
 - (5) A statement directing the driver to respond to the parking citation by either paying the fine(s) or by appearing in the municipal court on a date, time, and place specified in the citation, and the procedures necessary to exercise each option.
- ~~(b) The parking citation or charging document represents a determination that a parking violation has been committed, and such determination shall be final unless contested as provided in this Article.~~

Section 5. Section 8-4-50 of the Severance Municipal Code entitled "Responsibilities of person who receives citation; liability of vehicle owner" is hereby amended to read as follows:

Sec. 8-4-50. Responsibilities of person who receives citation; liability of vehicle owner.

- (a) *Person receiving citation.* Any person who receives a parking citation shall respond to such citation within ten (10) days of the date of the issuance of the citation by either paying the fine set forth in the citation or by appearing before the municipal court on the date and time set forth in the citation.
- (b) *Vehicle owner.* If the owner of a vehicle cited for a parking violation has not responded to or paid the fine(s) in the parking citation within ten (10) days, as provided in this Article, the owner shall be subject to the fines and fees established in accordance with this Article.
- (c) *Owner liable.* The registered owner of a vehicle at the time the violation occurred shall be liable for all unpaid fines and fees.
- ~~(d) *Defense for theft.* It is a specific defense to the liability of the owner that the vehicle was parked or stopped by a thief at the time of the violation.~~

Section 6. Section 8-4-60 of the Severance Municipal Code entitled "Notice and procedure for parking violations" is hereby amended to read as follows:

Sec. 8-4-60. Notice and procedure for parking violations.

- ~~(1)~~ **(a)** In any prosecution regarding a violation of any provision of the Code governing the parking, stopping, or standing of a vehicle, proof that the particular vehicle described in the complaint was parked in violation of any such parking ordinance or rule promulgated by the Town, ~~together with proof that the defendant named in the complaint was at the time of the issuance of the citation the registered owner of such vehicle,~~ shall constitute an evidentiary *prima facie* presumption that the registered owner of such vehicle was the person who parked or caused or permitted to be placed such vehicle at a location where and for the time during which such violation occurred.

- (2) ~~Any person charged with a parking, stopping, or standing violation under this Code for which a parking citation may be issued and for which payment of a fine may be made to the Town shall have the option of paying such fine within ten (10) days of the date of the issuance of the citation at a place specified in the parking citation upon entering a plea of guilty and upon waiving appearance in court; or may have the option of depositing any required lawful bail, and upon a plea of not guilty shall be entitled to a hearing before the municipal court.~~
- (a) ~~Payment of a parking citation by the person to whom the notice is served shall constitute an acknowledgment of guilt by such person of his or her violation of the offense stated in such notice.~~
- (b) ~~Payment of the prescribed fine shall be deemed a complete satisfaction for the violation, and the Town clerk of the municipal court or their designee, upon accepting the prescribed fine, shall issue a receipt to the violator acknowledging payment thereof.~~
- (3) (b) If the person charged with a violation of any parking, stopping, or standing provision of the Code fails to respond to a parking citation affixed to such vehicle, or served or mailed to him or her, by payment or plea of not guilty in accordance with subsection (2) of this section, the Town clerk of the municipal court or their designee shall send a notice by mail to the registered owner of the vehicle to which the original parking citation was affixed, warning him or her that a default judgment may enter and, in addition, in the event such notice is disregarded for a period of thirty (30) twenty (20) days from the date of mailing, the balance shall be sent to collections, and the vehicle is subject to impoundment ~~or immobilization~~ and the procedures in this Chapter.

Section 7. Section 8-4-80 entitled "Establishment of fines and fees; late fee" is hereby enacted to read as follows:

Sec. 8-4-70. Establishment of fines and fees; late fee.

- (a) *Amount of fines and fees.* The Municipal Court ~~Town Council~~ shall ~~by resolution~~ establish the amount of all fines and fees prescribed in this Article.
- (b) *Late fee.* Whenever enforcement is initialed by issuance of a parking citation or other charging document, and payment of the fine(s) and fee(s) is not received by the municipal court or the owner or driver does not appear in the municipal court to set a hearing on the citation on the date and time set forth in the citation, the penalty shall be increased by a late fee in an amount to be established by resolution of the Town Council.

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

Section 9. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

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

Section 11. In accordance with Section 6.03(6) of the Town of Severance Home Rule Charter, this ordinance shall be effective thirty (30) days after publication.

Section 12. Violations of this ordinance shall be punishable in accordance with Section 1-4-20 of the Severance Municipal Code.

INTRODUCED, READ, ADOPTED, APPROVED, AND ORDERED PUBLISHED IN FULL this 9th day of September 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, do solemnly swear and affirm that I published in full a true and correct copy of Ordinance No. 2025-20 enacted by the Town Council on September 9 2025, on the Town of Severance's website, <https://www.townofseverance.org/255/Ordinances>, on _____, 2025.

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

Sarah Jacobsen, Town Clerk

[Town Seal]



AGENDA ITEM SUMMARY

AGENDA ITEM	SUBMITTED BY	PRESENTED BY
Pg. 66 - Resolution 2025-35R: A Resolution of the Town of Severance approving the first amendment to the consolidated service plan of Severance Shores Metropolitan District no. 1, no. 2, no. 3 and no. 4 and authorizing the execution of an updated intergovernmental Agreement between the Town and the Districts	Nicholas Wharton, Town Manager	Nicholas J. Wharton, Town Manager
ACTION REQUESTED		
Town Management asks that the Town Council discuss Resolution 2025-35R: A Resolution of the Town of Severance approving the first amendment to the consolidated service plan of Severance Shores Metropolitan District no. 1, no. 2, no. 3 and no. 4 and authorizing the execution of an updated intergovernmental Agreement between the Town and the Districts and take action. - Action that can be taken: - Move to approve Resolution 2025-35R - Move to approve Resolution 2025-35R with amendments - Take no action		<u>Resolution</u> <u>Attorney Approved</u> <u>Action Requested</u>
BRIEF HISTORY OF ITEM		
BRIEF SUMMARY		
The Town Council previously approved the First Amendment to the Service Plan for Severance Shores Metropolitan District Nos. 1–4 on November 5, 2019, but due to an administrative oversight no formal resolution of approval was adopted or executed at that time, and the Town now desires to correct that error and formally approve and ratify the First Amendment to the Service Plan.		
PUBLIC SUPPORT/CONCERN		
None at this time.		
ANALYSIS AND RECOMMENDATION		
Management recommends that the Town Council take action and move to approve Resolution 2025-35R: A Resolution of the Town of Severance approving the first amendment to the consolidated service plan of Severance Shores Metropolitan District no. 1, no. 2, no. 3 and no. 4 and authorizing the execution of an updated intergovernmental Agreement between the Town and the Districts.		
MATERIALS SUBMITTED		

The following materials were submitted and included in this packet:

1. Resolution 2025-35R Adopting Amended Service Plan Sev Shores
2. Severance Shores MD - Amended and Restated Town IGA
3. First Amendment to Service Plan SSMD 1-4

**TOWN OF SEVERANCE, COLORADO
RESOLUTION NO. 2025-35R**

**A RESOLUTION OF THE TOWN OF SEVERANCE APPROVING THE FIRST
AMENDMENT TO THE CONSOLIDATED SERVICE PLAN OF SEVERANCE
SHORES METROPOLITAN DISTRICT NO. 1, NO. 2, NO. 3 AND NO. 4 AND
AUTHORIZING THE EXECUTION OF AN UPDATED INTERGOVERNMENTAL
AGREEMENT BETWEEN THE TOWN AND THE DISTRICTS**

WHEREAS, pursuant to the provisions of the “Special District Control Act”, Part 2 of Article 1, Title 32, of the Colorado Revised Statutes, the Town Council of the Town of Severance (the “Town”) on August 31, 2015 approved the Consolidated Service Plan (“Service Plan”) for Severance Shores Metropolitan District Nos. 1, No. 2, No. 3 and No. 4 (the “Districts”) which outlines the terms and conditions under which the Districts will be authorized to exist; and

WHEREAS, pursuant to the provisions of the “Special District Control Act”, Part 2 of Article 1, Title 32, of the Colorado Revised Statutes, the representatives of Severance Shores Metropolitan District Nos. 1, No. 2, No. 3 and No. 4 (the “Districts”) submitted to the Town of Severance (the “Town”) a First Amendment to the Service Plan for Severance Shores Metropolitan District Nos. 1-4 dated October 25, 2019 (the “First Amendment Service Plan”) which amendment adopted language changes to increase the Districts debt cap to \$7.7 million including contingencies, and updated the Service Plan to the current Town Model Service Plan, its approved format and content, but did not change the service area, outer boundaries, powers or authorities provided for in the original Service Plan or the Amendment to the Service Plan of the Districts; and

WHEREAS, the First Amendment asks for increases in maximum debt authorization to \$7.7 million and limits the mill levy debt to 50 mills (gallagherized to the year of formation) and limits the mill levy operations and maintenance to 10 mills (gallagherized to the year of formation) as defined and outlined in the First Amendment based upon a Financial Plan that demonstrates the financial feasibility of both operations and maintenance costs as well as discharge of any proposed debt of the Districts in the structure and format provided for in the text of the current Town Model Service Plan and current Town form of Intergovernmental Agreement with the Districts; and

WHEREAS, pursuant to Sections 32-1-203 and 204.5, C.R.S., as amended, the First Amendment to the Service Plan for the Districts has been reviewed and recommended for approval by the Town Attorney and the Town Planning Department, and has now been submitted to the Town Council for the Town of Severance, Weld County, Colorado for its final approval; and

WHEREAS, pursuant to the provisions of Title 32, Article 1, C.R.S., as amended, the Town Council scheduled and held a public hearing on the First Amendment to the Service Plan on November 5, 2019 at which hearings all interested parties were afforded an opportunity to be heard and all other testimony and evidence was presented; and

WHEREAS, the Town Council once again held a public hearing on the re-adoption of this matter on 9, September, 2025; and

WHEREAS, the territory of the proposed Districts is located wholly within the corporate limits of the Town; and

WHEREAS, the members of the Town Council of the Town have been duly elected, chosen and qualified; and

WHEREAS, Town Council approval of the Service Plan is subject to and based upon these conditions and limitations contained in the First Amendment to the Service Plan and attached to this Resolution, if any; and

WHEREAS, the Town Council further finds that it is in the best interest of the citizens of the Town to enter into an Amended and Restated Intergovernmental Agreement with the Districts at the time of the next meeting of the Boards of Directors of the Districts for the purpose of assigning the relative rights and responsibilities between the Town and the Districts with respect to the amended and restated terms, conditions, limitations and certain functions, operations and obligations of the Districts.

WHEREAS, the Town Council previously approved the First Amendment to the Service Plan for Severance Shores Metropolitan District Nos. 1–4 on November 5, 2019, but due to an administrative oversight no formal resolution of approval was adopted or executed at that time, and the Town now desires to correct that error and formally approve and ratify the First Amendment to the Service Plan.

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

SECTION 1. The above and foregoing recitals are incorporated herein by reference and are adopted as findings and determinations of the Town Council.

SECTION 2. The Town Council further finds that all of the jurisdictional and other requirements of Section 32-1-202(2) and 32-1-204.5(1), C.R.S., have been fulfilled, including those relating to the filing and form of the First Amendment to the Service Plan for the Districts and that notice of the public hearing before the Town Council was given in the time and manner required by the laws of the State of Colorado.

SECTION 3. The Town Council further finds and determines that all pertinent facts, matters and issues were submitted at the public hearing; that all interested parties were heard or had the opportunity to be heard; and that evidence satisfactory to the Town Council of each of the following was presented:

- a. There is sufficient existing and projected need for continued organized service in the area to be served by the proposed Districts;
- b. The existing service in the area to be served by the proposed Districts is not adequate for present and projected needs;

- c. The proposed Districts are capable of providing economic and sufficient service to the area within their proposed boundaries;
- d. The area to be included in the proposed Districts has or will have the financial ability to discharge the proposed indebtedness on a reasonable basis;
- e. The creation and continued existence of the Districts will be in the best interests of the area to be served.

SECTION 4. The Town Council of the Town of Severance, Colorado hereby approves the First Amendment to the Service Plan for Severance Shores Metropolitan Districts No. 1, No. 2, No. 3 and No. 4 in substantially the form presented at this hearing and the powers provided by the Districts shall be subject to the limitations expressed in the First Amendment. Any material departure by the Districts from the provisions of the First Amendment and the Service Plan must be approved by resolution of the Town Council as applicable.

SECTION 5. The officers of the Town are authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution.

SECTION 6. This Resolution shall be in full force and effect upon its passage and approval.

SECTION 7. The Mayor and Town Clerk are hereby authorized to execute, on behalf of the Town of Severance, the Amended and Restated Intergovernmental Agreement between the Town of Severance, Colorado and Severance Shores Metropolitan Districts Nos. 1, 2, 3 and 4 (the “Town IGA”) in substantially the form presented at this meeting, with such technical additions, deletions, and variations as the Town Attorney may deem necessary or appropriate and not inconsistent with this Resolution.

SECTION 8. A certified copy of this Resolution shall be filed in the records of the Town and submitted to the petitioners for the purpose of filing in the District Court of Weld County, Colorado.

SECTION 9. Repealer. All acts, orders, resolutions, or parts thereof, of the Town that are inconsistent or in conflict with this Resolution, are hereby repealed to the extent only of such inconsistency or conflict.

SECTION 10. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason to be held invalid or unenforceable, the invalidity or unenforceability of any such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

This Resolution was introduced, read and adopted upon a motion duly made, second and passed by the Town Council on this 9th day, September, 2025.

TOWN OF SEVERANCE, COLORADO

Mathew Fries, Mayor

ATTEST

Sarah Jacobsen, Town Clerk

**AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
THE TOWN OF SEVERANCE, COLORADO AND
SEVERANCE SHORES METROPOLITAN DISTRICT NOS. 1-4**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into to be effective as of the 15th day of November, 2019 by and between the TOWN OF SEVERANCE, COLORADO, a municipal corporation of the State of Colorado (the "Town"), and SEVERANCE SHORES METROPOLITAN DISTRICT NOS. 1-4, quasi-municipal corporations and political subdivisions of the State of Colorado (individually "District", collectively the "Districts"). The Town and the Districts are collectively referred to as the Parties.

RECITALS

WHEREAS, pursuant to Article XIV, Section 18(2)(a) of the Colorado Constitution, and Section 29-1-201, *et seq.*, C.R.S., the Parties may cooperate or contract with each other to provide any function, service or facility each is lawfully authorized to provide; and

WHEREAS, the Districts were organized and authorized to provide certain capital facilities and services and to exercise powers as are more specifically set forth in the Service Plan of Severance Shores Metropolitan Districts No. 1, No. 2, No. 3 and No. 4 approved by the Town on August 31, 2015 ("Service Plan"); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental agreement between the Town and the Districts; and

WHEREAS, the Service Plan was amended and execution of an Amended and Restated Intergovernmental Agreement between the Town and the Districts was authorized and approved by the Town on November 5, 2019 in order to update the current Intergovernmental Agreement with the Town to adopt the current Town policies and procedures and to conform to the current structure for other metropolitan district agreements with the Town (the "Town IGA"); and

WHEREAS, the Parties have determined that any capitalized term not specifically defined in this Agreement shall have that meaning as set forth in the Service Plan, as amended; and

WHEREAS, the boundaries of the Districts generally encompass the property and development of property annexed to the Town under an annexation agreement and proposed to be developed into a community to be known as Severance Shores, located within the Town; and

WHEREAS, in accordance with its Service Plan, the Districts are authorized to provide for the design, financing, acquisition, installation, construction, relocation, redevelopment, operation, and maintenance of the Public Improvements and services needed for the development, including but not limited to, potable and non-potable water, sanitary and storm sewer, streets and roadways, transportation, and park and recreation facilities and other related improvements and appurtenances (collectively the "Public Improvements") for the proposed development; and

WHEREAS, the developer or developers of the property within the Districts ("Developer") shall cooperate with the Districts in order to undertake that portion of the design, construction, installation, acquisition, funding, operations and maintenance of public improvements contemplated in the annexation agreement(s) and/or subdivision improvements agreement(s) with the Town which the Districts are allowed to perform under Title 32 of the Colorado Revised Statutes and under the Service Plan; and

WHEREAS, the Districts are expected to acquire certain Public Improvements by separate infrastructure acquisition agreement between the Districts and Developer, and retain ownership and responsibility for certain of those Public Improvements, and is expected to convey or dedicate certain other of those Public Improvements to other public entities including the Town, North Weld County Water District, Weld County, the State of Colorado, and other jurisdictional authorities; and

WHEREAS, the Town and the Districts have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Agreement to set forth their agreements and understandings specifically regarding the Public Improvements as set forth herein.

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

COVENANTS AND AGREEMENTS

1. Ownership, Operations and Maintenance of Facilities. The Districts shall dedicate the required Public Improvements under the Subdivision Improvement Agreements for Severance Shores between the Developer, the Town, the Districts or other appropriate jurisdictional authority. The Districts shall undertake ownership, operation and maintenance of those public facilities, and shall furnish related services, or shall dedicate and convey to the Town or other appropriate jurisdictional authority those facilities shown for such dedication and conveyance as set forth in the schedule of disposition of facilities attached hereto as **Schedule 1** and incorporated herein by reference. Except for those Public Improvements required to be dedicated to another public entity or its designee in accordance with the final approved plat for any phase of development or this Agreement, the Districts shall be authorized to operate and maintain any part or all of the Public Improvements provided for in the Service Plan.

2. Landscaped Areas. The Districts shall maintain all landscaped areas in and around the reservoir, irrigation water storage and distribution areas, storm water and drainage facilities and improvements unless otherwise agreed upon by the Town. Delineation of responsibilities to maintain said facilities and improvements shall be identified with each plat.

3. Parks and facilities. The Districts shall build and maintain all park areas and facilities within the designated areas in accordance to the approved construction documents. In addition, the Districts will provide the appropriate amenities identified in the construction documents to allow for proper use of any proposed athletic fields until which time the Town has established a Parks and Recreation Department and agrees to furnish said items.

4. Construction Standards. The Districts will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the Town and of other governmental entities having proper jurisdiction, and of those special districts that qualify as "interested parties" under Section 32-1-204(1), C.R.S., as applicable. The Districts will obtain the Town's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

5. Nature of Operating District. Severance Shores Metropolitan District No. 1, the "Operating District," agrees that it is organized for the purpose of coordinating the construction, installation, acquisition, operations and maintenance, and financing of certain public improvements for the service area designated as the Severance Shores development in accordance with the Service Plan for the Districts and this Agreement.

6. Non-Potable Irrigation System – Ownership. The Operating District shall own and operate a Non-potable Irrigation System either directly or through a District “Water Enterprise” for the purposes of irrigating parks, common areas, greenbelts, parkways, lots, tracts, out lots or other irrigated areas. On any parcel that includes a dwelling, multi-family building(s), commercial building(s) or other improvement that requires a potable water supply provided by the Town, and the Operating District provides non-potable water for irrigation, the Raw Water payment in lieu of dedication of water to the Town that is typically attributable to said improvement shall be reduced to one-third (1/3) of the then applicable Raw Water fee. The owner of the developed parcel shall pay the Town’s reduced Raw Water fee at the time an application for a building permit is submitted to the Town. The District may also charge a Raw Water fee for the irrigation water and facilities supplied by the District.

a. Ownership of Surface Water Rights. Because the Operating District or the Water Enterprise will own and operate all non-potable system infrastructure, the requirement that all surface rights be dedicated to the Town is waived for this development, subject to the following specific limitations:

- i. All such water rights shall be conveyed to the Operating Districts or Water Enterprise prior to the start of any phase of development requiring access and availability of non-potable irrigation water;
- ii. Should dedication or reservation of water be required prior to the creation of an Operating District or Water Enterprise, the raw water for irrigation may be held by the Town and leased back to the Operating District for \$1 per year until such time as the District or Water Enterprise is formed and the raw water needed can be dedicated to the District or Water Enterprise for the Districts non-potable irrigation purposes. The lease shall have an annually renewable one-year term;
- iii. The Operating District shall pledge that:
 1. It owns, has acquired, leased or is in the process of acquiring water sufficient to fully supply the requirements of the non-potable system for each phase to be developed, prior to beginning construction of such phase, including drought years;
 2. The water to be owned by the District or Water Enterprise cannot be transferred or encumbered by any creditor other than the Town without the express written approval of the Town;
 3. Upon default by the District or Water Enterprise in any of its obligations under this Agreement, Town shall have the right to require either transfer of the water owned by the District or Water Enterprise to the Town or dedication of additional water sufficient to make up the credit granted Developer against normal water dedications as set forth above.

b. The Operating District or Water Enterprise shall develop and operate a reservoir or other water storage facilities and improvements and shall operate and maintain, upon completion certain pump and pressurization, and distribution systems and other facilities and improvements within and outside the boundaries of the Districts, for the purposes of providing non-potable irrigation water to each of the properties within the Districts subject to approved development plans of the Town.

JB

c. Pursuant to any executed Subdivision Improvements Agreement between the Town, District and a Developer in conjunction with any final plan approval, the Developer agrees to provide an improvements guarantee and to warrant the Improvements. If the Developer actually constructs and/or installs or causes to be installed the Improvements, security shall be required pursuant to the terms of the Town Development Code. If the Developer cannot or wishes not to perform and/or construct some or all of the Subdivision Improvements, then the Parties agree that the District shall be permitted to construct and complete the proposed Improvements in place of the Developer if: (1) the District is legally permitted to construct such Improvements, (2) is ready, willing and able to construct those Improvements, and (3) can demonstrate the financial ability to complete the construction in a manner deemed to be sufficient to meet the improvements guarantee requirements for such portion of the project. If the District has issued and sold the bonds needed to construct and/or install such Improvements and furnishes evidence of the placement of such bonds, then the District will be automatically deemed to have the financial ability needed to construct and/or install such Improvements, and will not be required to provide any evidence required under Subsections (B)(i)-(iv), below. Otherwise, if the District provides evidence of its financial ability to construct and/or install the Improvements and the Town is satisfied with the same, then the improvements guarantee requirements for this project shall be met. In order to demonstrate its ability to construct and/or install the Improvements, the District shall submit the following materials to the Town in connection with each phase of the development:

- (i) Most-recent monthly financial statement of the District;
- (ii) Most-recent annual audit of the District;
- (iii) A letter bearing the signature of the District's financial advisor containing the advisor's statement that the funds for this project are available and that the District is financially viable, is reasonably implementing its general plan of finance contained in its service plan, and is reasonably capable of constructing and/or installing the Improvements for which the waiver of security is sought;
- (iv) Monthly draw statements on the project showing the Developer's request for payment and what the Metro District actually paid.

e. Upon completion of each phase of any Development, the Developer or the District shall provide a 10% warranty guarantee or by letter of credit for all items required under the Subdivision Improvements Agreement to be dedicated to the Town.

7. Changes in Boundaries or Service Area. Except as provided in the Service Plan, internal boundary adjustments between the Districts, the inclusion of property located within the Town into, and the exclusion of property from each District, and the furnishing of services outside the Service Area (as defined in the Service Plan) of the Districts, shall be subject to the approval of the Town. No inclusion or exclusion of property conforming to this Section 7 shall constitute a material modification of the Service Plan.

8. Total Debt Issuance. Unless otherwise approved by the Town Board of Trustees, the Districts shall not issue Debt, in excess of Seven Million, Seven Hundred Thousand Dollars (\$7,700,000).

8. Disclosure to Purchasers. The Districts will work with the Developer to record the Order of the District Court organizing the Districts in the real property records of the Clerk and Recorder of Weld County, Colorado so that all future property owners will have notice regarding the existence of the Districts.

9. Annual Report. The Districts shall be responsible for submitting an annual report to the Town Administrator's Office no later than September 1st of each year following the year in which the Order and Decree creating the District has been issued, in accordance with applicable Town policies and pursuant to the Town Code and containing the information set forth in the Service Plan.

10. Maximum Mill Levies. The Districts may impose a "Maximum Debt Mill Levy," which shall be the maximum mill levy the Districts are permitted to impose upon the taxable property within the Districts for payment of pay the costs of Public Improvements and related Debt. With respect to each District, the "Maximum Debt Mill Levy" shall be the maximum mill levy a District is permitted to impose upon the taxable property within such District for payment of Debt. The Maximum Debt Mill Levy, shall be fifty (50.0) mills as provided in the Service Plan; provided that, on or after January 1, 2015, the mill tax rate for debt may be increased to compensate for any decreases in the assessed valuation of the property within the District necessitated by state law pursuant to Article X, Section 3 of the Colorado Constitution commonly referred to as the Gallagher Amendment or any other legislation causing a reduction in the assessed valuation of residential properties. In the event of legislation implementing changes in the ratio of actual valuation to assessed valuation for residential real property, pursuant to Article X, Section 3(1)(b) of the Colorado Constitution, the mill levy limitation provided herein will be increased or decreased as to all taxable property in the District to reflect such changes; so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation. All Debt issued by the Districts must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State or Federal law.

Obligations of the Districts in the intergovernmental agreements discussed herein will not count against the debt limitation, but will be subject to the Maximum Debt Mill Levy set forth herein. Any change in the debt limitation shall be considered a material modification of the Service Plan. The debt limitation shall not otherwise be increased unless approved by the Town and as permitted by statute.

To the extent that the District is composed of or subsequently organized into one or more sub-districts as permitted under Section 32-1-1101, C.R.S., the term "District" as used herein shall be deemed to refer to the District and to each such sub-district separately, so that each of the sub-districts shall be treated as a separate, independent district for purposes of the application of this definition.

An "Operations and Maintenance Mill Levy" may be imposed upon the taxable property within the Districts for payment of administration, operations, and maintenance costs and to fund basic District administrative, operations, and maintenance costs. The Operations and Maintenance Mill Levy is permitted to be up to ten (10) mills, however, if it is anticipated that the Districts may need additional operations and maintenance mill levy for operating and maintaining the non-potable water system, the District parks and open spaces, offsite improvements and the reservoir and water storage and distribution system facilities, land and improvements for the benefit of the Districts, it shall be permitted to be up to fifteen (15) mills with approval of the Town. If there are changes in the method of calculating assessed valuation or any constitutionally mandated or statutorily authorized tax credit, cut or abatement, then the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2015, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation to assessed valuation shall be deemed to be a change in the method of calculating assessed valuation.

The "Maximum Aggregate Mill Levy" shall be the maximum mill levy the District or any combination of Districts is permitted to impose upon taxable property for any purpose, including payment of Debt, capital improvements costs, administration, operations, and maintenance costs. The Maximum Aggregate Mill Levy shall be sixty-five (65) mills. However, if, on or after January 1, 2015, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement, then the preceding mill levy limitations may be increased or decreased to reflect such changes, with such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2015, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation to assessed valuation shall be deemed to be a change in the method of calculating assessed valuation. By way of example, if a District has imposed a Debt Mill Levy of 50 mills, the maximum Operations and Maintenance Mill Levy that it can simultaneously impose is 15 mills.

11. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the Districts: Severance Shores Metropolitan District Nos. 1 - 4
c/o Larry Buckendorf, President
7251 W. 20th Street, L-200
Greeley, CO 80634
Phone: (970) 352-7072
Fax: (970) 330-5357

With copy to: Spencer Fane LLP
Attn: David S. O'Leary
1700 Lincoln Street, Suite 2000
Denver, Colorado 80203
Phone: (303) 839-3800
Fax: (303) 839-3838

To the Town: Town of Severance
Attn: Town Administrator
Severance Town Hall
3 South Timber Ridge Parkway,
P.O. Box 339
Severance, Colorado 80546
Phone: (970) 686-1218
Fax: (970) 686-6250

With copy to: Bell, Gould, Linder & Scott, P.C.
Attn: Gregory S. Bell, Esq.
322 E. Oak Street
Fort Collins, Colorado 80524-2915
Phone: (970) 493-8999
Fax: (970) 224-9188

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

12. Precedence. Recognizing that full development of The Overlook property may take up to twenty (20) years or more, the Town approved the Service Plan with sufficient flexibility to accommodate and enable the Districts to respond to changed conditions over time, while still relying upon the provisions of this Agreement to enable it to exercise appropriate control and supervision of the Districts as provided by state law. Accordingly, any conflict or inconsistency between the Service Plan and this Agreement shall be resolved in favor of the provisions of this Agreement.

13. Effective Date. This Agreement shall be in full force and effect and be legally binding upon final approval of the governing bodies of the Parties and the final execution of Subdivision Improvements Agreements for both Hunters Crossing and The Overlook.

14. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Service Plan.

15. Assignment. No Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of all other Parties, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

16. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Parties shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages.

17. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado, and any legal action hereunder shall be decided in Weld County District Court.

18. Governmental Immunity Act. No term or condition of this Agreement shall be construed or interpreted as a waiver by the Water Enterprise, express or implied, of any of the notice requirements, immunities, limitations to liability, rights, benefits, protections, or other provisions under the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 et seq. or under any other law as applicable.

19. District Board Meetings and District Board Representation. All metropolitan district meetings shall be held within the Town limits or with reasonable access to residents to participate within the Town limits. To that end, the Town shall make Town hall available for an alternate location should there not be a location available within the boundaries of the District for meetings. Residents of each metropolitan District shall also have the right to be representatives on the District Board. The Board of Directors of each District shall provide notice and publication of any vacancies and invitations to the District residents to encourage or invite resident participation on the Board of Directors of the District in which they reside. All appointments and elections shall be held in accordance with statutory requirements with proper notice, publication and mailing regarding any vacancies, election and potential for residents to serve on the Board of Directors. Once the project is completed, residents shall have the right to represent the Board in its entirety.

20. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

21. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the Districts and the Town any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the Districts and the Town shall be for the sole and exclusive benefit of the Districts and the Town.

21. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

22. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

23. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

23. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Service Plan.

[The remainder of this page is left blank intentionally]



IN WITNESS WHEREOF, the Districts and the Town have caused this Agreement to be duly executed to be effective as of the day first above written.

SEVERANCE SHORES
METROPOLITAN DISTRICT NOS. 1-4

By: [Signature]
President

Attest:

[Signature]
Secretary

IN WITNESS WHEREOF, the Districts and the Town have caused this Agreement to be duly executed to be effective as of the day first above written.

TOWN OF SEVERANCE, COLORADO

By: [Signature]

, Mayor

Attest:

By: [Signature]

Town Clerk



SCHEDULE 1

SCHEDULE OF FACILITIES DISPOSITION

1. Streets and Roadways.

Upon acceptance, conveyed to the Town for ownership, operation and maintenance as appropriate unless otherwise addressed in a final development plan

2. Traffic and Safety Protection.

Unless otherwise agreed to between Town and Districts, upon acceptance, conveyed to the Town for ownership, operation and maintenance.

3. Drainage/Stormwater Facilities.

Hard surface Drainage/Stormwater facilities, owned operated and maintained by the Town upon acceptance. All other Drainage/Stormwater facilities, owned operated and maintained by the District.

4. Sanitation.

Upon acceptance, conveyed to Town for ownership, operation and maintenance.

5. Water.

a. Potable water facilities: Upon acceptance, conveyed to the Town of Severance for ownership, operation and maintenance pursuant to service agreements complying with all of their applicable rules and regulations.

b. Non-potable water facilities: Owned, operated and maintained by District or Water Enterprise.

6. Parks and Recreation and Open Areas.

Owned, operated and maintained by Districts in accordance with the Approved Development Plan or otherwise agreed to by the Parties.

7. Transportation.

(If applicable) Owned, operated and maintained by District unless accepted and conveyed to the Town for ownership, operation and maintenance.

8. Mosquito Control; Miscellaneous

Owned, operated and maintained by Town, unless otherwise agreed by both parties.

FIRST AMENDMENT TO SERVICE PLAN
FOR
SEVERANCE SHORES METROPOLITAN DISTRICT NOS. 1-4
TOWN OF SEVERANCE, COLORADO

Prepared by:

SPENCER FANE BRITT & BROWNE LLP
1700 Lincoln Street, Suite 2000
Denver, CO 80203-4554

Submitted: October 25, 2019

Approved: November 5, 2019

LIST OF EXHIBITS

EXHIBIT E Revised and Updated Financial Plan

I. INTRODUCTION

This First Amendment to Service Plan (the “First Amendment”) for the Severance Shores Metropolitan District Nos. 1-4 (the “Districts”) is proposed to:

A. revise the projected financial plan from the original service plan from \$5,200,000 to \$6,908,000 to reflect new projected capacity and needs of the development to provide Public Improvements and services to the boundaries of District Nos. 1-4 and to reflect updated pricing to current market values and update the financing due to a higher capacity corresponding to a mill levy consistent with current metropolitan districts and development plans within the Town of Severance (the “Town”). The Districts were approved in by Resolution 2015-14R on August 31, 2015 with a different owner/developer who utilized a more conservative modeling and sold the project to the current owner/developer. The revised and updated Financial Plan is attached hereto as an updated **Exhibit E**; and

B. amend the current Maximum Debt Authorization established in the Service Plan for the District from \$5,200,000 of financing authorization to \$7,700,000, which provides 110% coverage for the debt as demonstrated in the updated financial plan. There are no current residents within the Districts and the additional capacity will allow for the financing of the improvements needed for the entire development with mill levies for debt consistent with other districts and projects in the Town of Severance (at 50 mills for debt) and to complete the public infrastructure needed and required by the Town of Severance and the Districts; and

C. adopt the current Town policies regarding mill levy limitations for debt at fifty (50) mills for debt and ten (10) mills for operations and maintenance (there is no O&M Mill levy limitation in the current plan) and the Districts are willing to have all board meetings within the Town boundaries, consistent with other Districts.

This First Amendment is submitted pursuant to §§ 32-1-201, et seq., C.R.S., as amended, (the “Special District Act”) and the requirements of the Town.

The Districts are quasi-municipal corporations and political subdivisions of the State of Colorado. The Town of Severance, Colorado (the “Town”) Board of Trustees approved the Service Plan for District Nos. 1-4 on August 31, 2015 (the “Service Plan”) pursuant by Resolution and the Weld County District Court ordered the organization of District Nos. 1-4 after the November 2015 election pursuant to the requirements of the Special District Control Act.

II. PURPOSE OF FIRST AMENDMENT

The purposes of this First Amendment to the Service Plan are as follows.

First, the financial plan for the Districts are proposed to be updated (i) to provide for the proposed development, improvements, and amenities, which differ slightly from those originally

planned for the Districts as a result of changes in ownership and updated development plans approved by the Town; (ii) to provide for financing capacity from updated financing plan from 40 mills originally projected to fifty (50) mills for debt, which is consistent with other metropolitan districts in the Town and will not result in a change in the current mill levy caps or limitations in the service plan; the financing plan was originally modeled by the prior owner/developer at a more conservative forty (40) mill rate; (iii) previously, there was not projected to be a non-potable water system or infrastructure related to non-potable water service, those improvements have been or will be installed to reduce the amount of raw water required and reduce the potable water demands of the entire community. Those changes result in increases in capital costs from when the Service Plan was originally approved in 2015; (iv) to provide additional debt capacity to allow for financing of the proposed improvements and amenities which estimated and projected at the time of the Service Plan and which now the actual costs and expenses are known; and (v) to provide additional debt capacity to allow for financing of public improvement acquisition costs, and costs related to the non-potable irrigation water system which were not known when the Service Plan was originally approved, all in accordance with approved development plans and current or future approvals and development agreements approved by the Town of Severance (the "Town"). An updated financial plan is attached hereto as an updated Exhibit E.

Second, due to the changes in the capital needs and financial plan for the Districts, the previously approved debt limit of the Service Plan is insufficient to accommodate the changes to the needs of the Project. Therefore, the First Amendment will increase the approved debt limit from approximately \$5,200,000 to \$7,700,000, which will provide 110% coverage of the proposed debt as demonstrated in the updated financial plan. The District anticipates receiving substantial funding for capital costs from developer advances, which will not be repaid by the District due to the capacity constraints of the financial plan.

Third, since the time of approval in 2015 the Town has updated its policies and models to provide for updated limitations, requirements of board meetings within the Town Boundaries and updated Town IGAs consistent for all new metropolitan districts. The proponents for the Districts desire to be consistent and compliant with the updated Town policies and on even footing and with similar requirements as other projects and metropolitan districts within the Town.

These changes will result in an increase in the previously approved debt limit and allow for financing the capital improvements which are now approved by the Town and which differ slightly from the estimates of the original Service Plan to accommodate the public improvements construction and district development, revised financing and to provide some amenities and improvements for the development. The Districts are intended to be independent units of local government, separate and distinct from the Town, and, except as may otherwise be provided for by State or local law or this Service Plan, its activities are subject to review by the Town as

provided by Town Code and any Intergovernmental Agreements with the Town and the requirements of this Service Plan.

III. REVISED TOTAL DEBT ISSUANCE LIMITATION LANGUAGE

The following language shall replace, in its entirety the language of the Original Service Plan of Article V, Subsection A, Powers of the Districts and Service Plan Amendment Section, sub-matter 6 as follows:

“6. Total Debt Issuance Limitation. The Districts shall not issue Debt in excess of \$7.7 Million.”

IV. REVISED FINANCING PLAN GENERAL MATTERS LANGUAGE

The following language shall replace, in its entirety the language of the Original Service Plan of Article VI, Subsection A, General Section as follows:

“VI. FINANCIAL PLAN

A. General.

The Districts shall be authorized to provide the District Activities from any legally available revenue source or financing mechanism permitted under the Special District Act. The Financial Plan for the Districts shall be to issue such Debt as the Districts can reasonably pay from revenues derived from the Maximum Debt Mill Levy and other legally available revenues. The total combined Debt that the Districts shall be permitted to issue shall not exceed \$7.7 Million, which Debt shall be permitted to be issued on a schedule and in such year or years as the Boards of Directors of the Districts determine shall meet the needs of the Financial Plan referenced above and shall be phased to serve development as it occurs. All Debt issued by the Districts may be payable from any and all legally available revenues of the Districts, including but not limited to general ad valorem taxes to be imposed upon all taxable property within the Districts. The Districts will also rely upon various other revenue sources authorized by law to pay Debt and other District Activities. These will include but not be limited to revenues from Fees. It is anticipated that the developer of the Project and/or other parties may incur costs for Public Improvements, either in the form of direct payments for such costs, or by means of advances to the Districts; these direct payments and/or advances shall be reimbursable by the Districts from Debt, contractual reimbursement agreements and/or any legally available revenue source.

The Maximum Debt Authorization is proposed to be \$7.7 million based is supported by the Financial Plan prepared by DA Davidson & Co, attached hereto as updated Exhibit E taking into consideration additional contingencies. The Developer of the Project has provided valuation

and absorption data it believes to be market-based and market comparable. The Financial Plan attached to this Service Plan satisfies the requirements of Section 19-1-20(i) of the Town Code.”

V. EFFECT OF FIRST AMENDMENT

The First Amendment of Service Plan is in addition to all of the provisions of the Service Plan. Except as specifically modified herein, the Service Plan of the Districts remains effective. There shall be no changes in the current mill levies, no changes or reductions in service and no changes in facilities or improvements within the Districts.

VI. RESOLUTION OF APPROVAL

The District incorporates the Town Board of Trustees’ Resolution approving this First Amendment, including any conditions of approval.

VII. CONCLUSION

It is submitted that this First Amendment to the Service Plan for the District, to the extent required by Section 32-1-203(2), C.R.S., establishes that:

1. There is sufficient existing and projected need for organized service in the area to be serviced by the Districts.
2. The existing service in the area to be served by the Districts is inadequate for present and projected needs.
3. The Districts are capable of providing economical and sufficient service to the area within its proposed boundaries.
4. The area to be included in the Districts does have, and will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.
5. Adequate service is not, and will not be, available to the area through the Town or County or other existing municipal or quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis.
6. The facility and service standards of the Districts are compatible with the facility and service standards of the Town.
7. The proposal is in substantial compliance with the Town’s Comprehensive Plan.
8. The proposal is in compliance with any duly adopted Town, regional or State long-range water quality management plan for the area.

9. The creation and continued existence of the Districts is in the best interests of the area proposed to be served and is in the best interests of the residents and future residents of the area proposed to be served.

10. The proposal will not foster urban development that is remote or incapable of being integrated with existing urban areas, and will not place a burden on the Town or adjacent jurisdictions to provide urban services to residents of the District.

11. The First Amendment will be in the best interests of the area to be served.

XI. CERTIFICATION

It is hereby respectfully requested that the Board of Trustees of the Town of Severance, Colorado, which has jurisdiction to approve this First Amendment by virtue of Sections 32-1-204.5 and 32-1-207(2), C.R.S., as amended, adopt a resolution of approval which approves this First Amendment to the Service Plan for The Severance Shores Metropolitan District Nos. 1-4 as submitted. The undersigned will cause notice of the Town's hearing on the proposed First Amendment to the Service Plan to be duly given as required by Town Code and statutory requirements, and will or has caused all other required filings to be made and all other applicable procedural requirements to be met.

SEVERANCE SHORES
METROPOLITAN DISTRICT NOS. 1-4

//s//

By: David S. O'Leary
Spencer Fane LLP
Counsel to the Severance Shores
Metropolitan District Nos. 1-4

EXHIBIT E

Updated and Revised Financial Plan

October 8, 2019

Severance Shores Metropolitan District Nos.1-4
Attention: David O'Leary
Spencer Fane LLP
1700 Lincoln St., Suite 2000
Denver, CO 80203

RE: Existing Severance Shores Metropolitan District Nos. 1-4 Service Plan

We have analyzed the bonding capacity within the existing Service Plan limitations for Severance Shores Metropolitan District No. 1-4 ("the Districts"). The analysis summarizes and presents information provided by Severance Shores Investments, LLC ("the Developer") and does not include independently verifying the accuracy of the information or assumptions.

Future Residential Plan Assumptions

The following assumptions have been provided by the Developer and form the basis of the analysis. All prices below reflect 2019 market values.

- a. The Districts development is planned for 267 single-family detached homes with an average price of \$375,000, to be completed between 2019 and 2020

Existing Service Plan Limits

1. The Maximum Debt Mill Levy shall be determined as follows:
 - a. For the portion of Debt which exceeds fifty percent (50%) of the District's assessed valuation, the Maximum Debt Mill Levy shall be 50 mills (currently 55.664 mills, as adjusted from January 1, 2015)
 - b. For the portion of Debt which is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy
2. The Maximum Debt Mill Levy for repayment of Debt shall not apply to the Districts' ability to increase their mill levy as necessary for provisions of operation and maintenance services.
3. The current debt limit under the existing Service Plan is \$5,200,000, calculated using a debt service mill levy of 40 mills when the Service Plan was approved originally.
4. There is no mill levy imposition end date.

Estimate of Potential Bonding Capacity

1. District No.1 is modeled to issue general obligation bonds in early 2020 with a senior bond estimated par of \$5,415,000 and subordinate bond estimated par of \$1,493,000, for a combined total par estimate of \$6,908,000.
2. Additional assumptions behind the capacity analysis include:
 - a. Debt service mill levy target and maximum of 55.664 mills (50 mills gallagherized from January 1, 2015)
 - b. Specific Ownership Tax revenues have been calculated based on applying a factor of 6.0% to annual property tax revenues.
 - c. It is projected that 98% of property taxes levied will be collected and available to the District.
 - d. Assumed interest rate of 5.00% for the senior bonds and 9.00% for the subordinate bonds

Based upon the development assumptions provided and the financial assumptions contained in the attached projected Financing Plan for Severance Shores Metropolitan District No. 1, the projected total par estimate exceeds the current Maximum Debt Mill Levy Limitation and would require a Service Plan Amendment to increase the Maximum Debt Mill Levy Limitation to proceed with the proposed bond issuance.

The assumptions disclosed in the Financial Plan are those of the Developer and have not been independently reviewed by D.A. Davidson. Those assumptions identified are believed to be the significant factors in determining financial feasibility; however, they are likely not to be all-inclusive. There will usually be differences between forecasted and actual results, because events and circumstances frequently do not occur as projected, and those differences may be material. Key assumptions, including those relating to market values of real property improvements and the build out schedule of such property, are particularly sensitive in terms of the timing necessary to create the tax base for the District. A small variation in these variables, and to their timing, can have a large effect on the forecasted results. There is a high probability that the forecasted results will differ from realized future tax base factors and such variations can be material. Additionally, other key assumptions relating to inflation, assessment ratios, interest rates, and infrastructure, administrative, and operating costs may, and likely will, vary from those projected.

Because D.A. Davidson has not independently evaluated or reviewed the assumptions that the financial model is based upon, we do not vouch for the achievability (and disclaim any opinion) of the information provided. Furthermore, because of the inherent nature of future events, which are subject to change and variation as events and circumstances change, the actual results may vary materially from the results presented here. D.A. Davidson has no responsibility or obligation to update this information or this financial model for events occurring after the date of this report.

Respectfully submitted,

D.A. DAVIDSON & CO. FIXED INCOME CAPITAL MARKETS



Sam Sharp

Managing Director, Public Finance

D.A. DAVIDSON
EQUINE-SPECIFIC CAPITAL MARKETS

Series 2020A, G.O. Bonds, Non-Rated, 130x, 30-yr. Maturity; plus Series 2020B(3) Cash-Flow Subs.



SEVERANCE SHORES METROPOLITAN DISTRICT #1

Development Projection at 55.664 (target) Mills for Debt Service – 09/10/2019

Series 2020A, G.O. Bonds, Non-Rated, 130x, 30-yr. Maturity; plus Series 2020B(3) Cash-Flow Subs.

YEAR	Net Available for Debt Svc @ 100%	Ser. 2020A \$5,416,000 Par [Net \$4,131 MM] Net Debt Service	Annual Surplus	Surplus Release to \$541,500	Cumulative Surplus to \$541,500 Target	Senior Debt/ Assessed Ratio	Senior Debt/ Act'l Value Ratio	Cov. of Net DS: @ 55.664 Target	Cov. of Net DS: @ 55.664 Cap
2017									
2018									
2019									
2020	\$11,451	\$0	\$11,451		\$11,451	162%	5%	0.0%	0.0%
2021	193,077	0	193,077	0	204,528	74%	5%	0.0%	0.0%
2022	424,716	320,750	103,966	0	308,494	73%	5%	132.4%	132.4%
2023	424,716	323,250	101,466	0	409,961	68%	5%	131.4%	131.4%
2024	450,199	330,500	119,699	0	529,660	67%	5%	136.2%	136.2%
2025	450,199	327,250	122,949	111,110	541,500	63%	4%	137.6%	137.6%
2026	477,211	334,000	143,211	143,211	541,500	62%	4%	142.9%	142.9%
2027	477,211	335,250	141,961	141,961	541,500	57%	4%	142.3%	142.3%
2028	505,844	341,250	164,594	164,594	541,500	56%	4%	148.2%	148.2%
2029	505,844	341,750	164,094	164,094	541,500	52%	4%	148.0%	148.0%
2030	536,195	347,000	189,195	189,195	541,500	51%	3%	154.5%	154.5%
2031	536,195	346,750	189,445	189,445	541,500	47%	3%	154.6%	154.6%
2032	568,366	356,250	212,116	212,116	541,500	46%	3%	159.5%	159.5%
2033	568,366	355,000	213,366	213,366	541,500	42%	3%	160.1%	160.1%
2034	602,468	363,500	238,968	238,968	541,500	41%	3%	165.7%	165.7%
2035	602,468	361,250	241,218	241,218	541,500	37%	2%	166.8%	166.8%
2036	638,617	368,750	269,867	269,867	541,500	35%	2%	173.2%	173.2%
2037	638,617	370,500	268,117	268,117	541,500	32%	2%	172.4%	172.4%
2038	676,934	376,750	300,184	300,184	541,500	30%	2%	179.7%	179.7%
2039	676,934	377,250	299,684	299,684	541,500	27%	2%	179.4%	179.4%
2040	717,550	387,250	330,300	330,300	541,500	25%	2%	185.3%	185.3%
2041	717,550	388,250	331,300	331,300	541,500	22%	1%	185.8%	185.8%
2042	760,603	394,750	365,853	365,853	541,500	20%	1%	192.7%	192.7%
2043	760,603	392,250	368,353	368,353	541,500	17%	1%	193.9%	193.9%
2044	808,239	399,250	408,989	408,989	541,500	15%	1%	201.9%	201.9%
2045	808,239	400,250	408,989	408,989	541,500	12%	1%	201.4%	201.4%
2046	854,613	410,500	444,113	444,113	541,500	10%	1%	208.2%	208.2%
2047	854,613	409,500	445,113	445,113	541,500	7%	0%	208.7%	208.7%
2048	905,890	417,750	488,140	488,140	541,500	5%	0%	216.8%	216.8%
2049	905,890	417,000	488,890	1,030,390	0	0%	0%	217.2%	217.2%
	18,055,418	10,281,750	7,763,668	7,763,668					

[BSEP0919 20 AURLFB]



SEVERANCE SHORES METROPOLITAN DISTRICT #1

Development Projection at \$5.664 (target) Mills for Debt Service -- 09/10/2019

Series 2020A, G.O. Bonds, Non-Rated, 130x, 30-yr. Maturity; plus Series 2020B(3) Cash-Flow Subs.

Ser. B(3) Cash-Flow Subs. > > >

	Surplus Available for Sub	Application of Prior Year Surplus	Total Available for Sub	Date Bonds Issued	Sub Bond Interest on Balance 9.000%	Less Payments Toward Sub Bond Interest	Accrued Interest + Int. on Bal. @ 9.000%	Less Payments Toward Accrued Interest	Balance of Accrued Interest	Sub Bonds Principal Issued	Less Payments Toward Bond Principal	Balance of Sub Bond Principal	Total Sub. Debt Pmts.	Surplus Cash Flow	Surplus Release	Cumulative Surplus
YEAR	Debt Service		Debt Service													
2017																
2018																
2019																
2020	\$0		\$0	1/16/20	\$122,799	\$0	\$122,799	\$0	\$122,799	\$1,493,000	\$0	\$1,493,000	\$0	0		0
2021	0	0	0		134,370	0	145,422	0	268,221	0	0	1,493,000	0	0	0	0
2022	0	0	0		134,370	0	158,510	0	426,731	0	0	1,493,000	0	0	0	0
2023	0	0	0		134,370	0	172,776	0	599,507	0	0	1,493,000	0	0	0	0
2024	0	0	0		134,370	0	188,326	0	787,833	0	0	1,493,000	0	0	0	0
2025	111,110	0	111,110		134,370	111,110	94,165	0	881,998	0	0	1,493,000	111,110	0	0	0
2026	143,211	0	143,211		134,370	134,370	79,380	8,841	952,536	0	0	1,493,000	143,211	0	0	0
2027	141,961	0	141,961		134,370	134,370	85,728	7,591	1,030,673	0	0	1,493,000	141,961	0	0	0
2028	164,594	0	164,594		134,370	134,370	92,761	30,224	1,093,209	0	0	1,493,000	164,594	0	0	0
2029	164,094	0	164,094		134,370	134,370	98,389	29,724	1,161,674	0	0	1,493,000	164,094	0	0	0
2030	189,195	0	189,195		134,370	134,370	104,569	54,825	1,211,618	0	0	1,493,000	189,195	0	0	0
2031	189,445	0	189,445		134,370	134,370	109,046	55,075	1,265,588	0	0	1,493,000	189,445	0	0	0
2032	212,116	0	212,116		134,370	134,370	113,903	77,746	1,301,745	0	0	1,493,000	212,116	0	0	0
2033	213,366	0	213,366		134,370	134,370	117,157	78,996	1,339,906	0	0	1,493,000	213,366	0	0	0
2034	238,968	0	238,968		134,370	134,370	120,591	104,598	1,355,899	0	0	1,493,000	238,968	0	0	0
2035	241,218	0	241,218		134,370	134,370	122,031	106,848	1,371,081	0	0	1,493,000	241,218	0	0	0
2036	269,867	0	269,867		134,370	134,370	123,397	135,497	1,358,982	0	0	1,493,000	269,867	0	0	0
2037	268,117	0	268,117		134,370	134,370	122,308	133,747	1,347,544	0	0	1,493,000	268,117	0	0	0
2038	300,184	0	300,184		134,370	134,370	121,279	165,814	1,303,009	0	0	1,493,000	300,184	0	0	0
2039	299,684	0	299,684		134,370	134,370	117,271	165,314	1,254,966	0	0	1,493,000	299,684	0	0	0
2040	330,300	0	330,300		134,370	134,370	112,947	195,930	1,171,984	0	0	1,493,000	330,300	0	0	0
2041	331,300	0	331,300		134,370	134,370	105,479	196,930	1,080,533	0	0	1,493,000	331,300	0	0	0
2042	365,853	0	365,853		134,370	134,370	97,248	231,483	946,298	0	0	1,493,000	365,853	0	0	0
2043	368,353	0	368,353		134,370	134,370	85,167	233,983	797,482	0	0	1,493,000	368,353	0	0	0
2044	406,989	0	406,989		134,370	134,370	71,773	272,619	596,637	0	0	1,493,000	406,989	0	0	0
2045	405,989	0	405,989		134,370	134,370	53,697	271,619	378,716	0	0	1,493,000	405,989	0	0	0
2046	444,113	0	444,113		134,370	134,370	34,084	309,743	103,057	0	0	1,493,000	444,113	0	0	0
2047	445,113	0	445,113		134,370	134,370	9,275	112,332	0	198,000	1,285,000	444,702	411	0	411	
2048	488,140	411	488,551		116,550	116,550	0	0	0	372,000	923,000	488,550	(410)	0	1	
2049	1,030,390	0	1,030,390		83,070	83,070	0	0	0	923,000	0	1,006,070	24,320	24,320	24,320	0
	7,763,668	411	7,764,078		3,950,409	3,266,870	2,979,477	2,979,477		1,493,000	1,493,000		7,739,347	24,320	24,320	

COI: 44,798
Project: 1,448,210

SEVERANCE SHORES METROPOLITAN DISTRICT #1

Development Projection -- Buildout Plan (updated 9/10/19)



YEAR	Residential Development					Residential Summary			
	<u>SFDs</u>								
	Incr/(Decr) in Finished Lot		# Units	per Sq Ft,		Total	Total	Value of Platted & Developed Lots	
	# Lots Devel'd	Value @ 10%	Completed 267 target	Inflated @ 2%	Market Value	Residential Market Value	Total Res'l Units	Adjustment ¹	Adjusted Value
2017	0	0			\$0	\$0	0	0	0
2018	40	1,500,000		\$375,000	0	0	0	(817,138)	682,862
2019	227	7,012,500	40	375,000	15,000,000	15,000,000	40	120,371	7,132,871
2020	0	(8,512,500)	227	382,500	86,827,500	86,827,500	227	696,767	(7,815,733)
2021	0	0	0	390,150	0	0	0	0	0
2022	0	0	0	397,953	0	0	0	0	0
2023	0	0	0	405,912	0	0	0	0	0
2024	0	0	0	414,030	0	0	0	0	0
2025	0	0	0	422,311	0	0	0	0	0
2026	0	0	0	430,757	0	0	0	0	0
2027	0	0	0	439,372	0	0	0	0	0
2028	0	0	0	448,160	0	0	0	0	0
2029	0	0	0	457,123	0	0	0	0	0
2030	0	0	0	466,265	0	0	0	0	0
2031	0	0	0	475,591	0	0	0	0	0
2032	0	0	0	485,102	0	0	0	0	0
2033	0	0	0	494,805	0	0	0	0	0
2034	0	0	0	504,701	0	0	0	0	0
2035	0	0	0	514,795	0	0	0	0	0
2036	0	0	0	525,091	0	0	0	0	0
2037		0	0	535,592	0	0	0	0	0
	267	0	267		101,827,500	101,827,500	267	0	0

[1] Adj. to actual/prelim AV

SOURCES AND USES OF FUNDS

SEVERANCE SHORES METROPOLITAN DISTRICT #1 Combined Results

~~~~~ GENERAL OBLIGATION BONDS, SERIES 2019A SUBORDINATE BONDS, SERIES 2019B(3) ~~~~~

[Preliminary -- for discussion only]

Dated Date 01/16/2020
Delivery Date 01/16/2020

Sources:	SERIES 2020A	SERIES 2020B	Total
Bond Proceeds:			
Par Amount	5,415,000.00	1,493,000.00	6,908,000.00
	5,415,000.00	1,493,000.00	6,908,000.00
Uses:	SERIES 2020A	SERIES 2020B	Total
Project Fund Deposits:			
Project Fund	4,131,293.75	1,448,210.00	5,579,503.75
Other Fund Deposits:			
Capitalized Interest	507,656.25		507,656.25
Debt Service Reserve Fund	417,750.00		417,750.00
	925,406.25		925,406.25
Cost of Issuance:			
Other Cost of Issuance	250,000.00		250,000.00
Delivery Date Expenses:			
Underwriter's Discount	108,300.00	44,790.00	153,090.00
	5,415,000.00	1,493,000.00	6,908,000.00

SOURCES AND USES OF FUNDS

SEVERANCE SHORES METROPOLITAN DISTRICT #1 GENERAL OBLIGATION BONDS, SERIES 2020A

55.664 (target) Mills

Non-Rated, 130x, 30-yr. Maturity

[Preliminary -- for discussion only]

Dated Date	01/16/2020
Delivery Date	01/16/2020

Sources:

Bond Proceeds:	
Par Amount	5,415,000.00
	5,415,000.00

Uses:

Project Fund Deposits:	
Project Fund	4,131,293.75
Other Fund Deposits:	
Capitalized Interest	507,656.25
Debt Service Reserve Fund	417,750.00
	925,406.25
Cost of Issuance:	
Other Cost of Issuance	250,000.00
Delivery Date Expenses:	
Underwriter's Discount	108,300.00
	5,415,000.00

BOND SUMMARY STATISTICS

SEVERANCE SHORES METROPOLITAN DISTRICT #1 GENERAL OBLIGATION BONDS, SERIES 2020A

55.664 (target) Mills

Non-Rated, 130x, 30-yr. Maturity

[Preliminary -- for discussion only]

Dated Date	01/16/2020
Delivery Date	01/16/2020
First Coupon	06/01/2020
Last Maturity	12/01/2049
Arbitrage Yield	5.000454%
True Interest Cost (TIC)	5.162291%
Net Interest Cost (NIC)	5.000000%
All-In TIC	5.555433%
Average Coupon	5.000000%
Average Life (years)	21.430
Weighted Average Maturity (years)	21.430
Duration of Issue (years)	12.743
Par Amount	5,415,000.00
Bond Proceeds	5,415,000.00
Total Interest	5,802,156.25
Net Interest	5,910,456.25
Bond Years from Dated Date	116,043,125.00
Bond Years from Delivery Date	116,043,125.00
Total Debt Service	11,217,156.25
Maximum Annual Debt Service	834,750.00
Average Annual Debt Service	375,469.67
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	20.000000
Total Underwriter's Discount	20.000000
Bid Price	98.000000

Bond Component	Par Value	Price	Average Coupon	Average Life	Average Maturity Date	PV of 1 bp change
Term Bond due 2049	5,415,000.00	100.000	5.000%	21.430	06/21/2041	8,339.10
	5,415,000.00			21.430		8,339.10

	TIC	All-In TIC	Arbitrage Yield
Par Value	5,415,000.00	5,415,000.00	5,415,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount	-108,300.00	-108,300.00	
- Cost of Issuance Expense		-250,000.00	
- Other Amounts			
Target Value	5,306,700.00	5,056,700.00	5,415,000.00
Target Date	01/16/2020	01/16/2020	01/16/2020
Yield	5.162291%	5.555433%	5.000454%

BOND DEBT SERVICE

SEVERANCE SHORES METROPOLITAN DISTRICT #1 GENERAL OBLIGATION BONDS, SERIES 2020A

55.664 (target) Mills

Non-Rated, 130x, 30-yr. Maturity

[Preliminary -- for discussion only]

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/01/2020			101,531.25	101,531.25	
12/01/2020			135,375.00	135,375.00	236,906.25
06/01/2021			135,375.00	135,375.00	
12/01/2021			135,375.00	135,375.00	270,750.00
06/01/2022			135,375.00	135,375.00	
12/01/2022	50,000	5.000%	135,375.00	185,375.00	320,750.00
06/01/2023			134,125.00	134,125.00	
12/01/2023	55,000	5.000%	134,125.00	189,125.00	323,250.00
06/01/2024			132,750.00	132,750.00	
12/01/2024	65,000	5.000%	132,750.00	197,750.00	330,500.00
06/01/2025			131,125.00	131,125.00	
12/01/2025	65,000	5.000%	131,125.00	196,125.00	327,250.00
06/01/2026			129,500.00	129,500.00	
12/01/2026	75,000	5.000%	129,500.00	204,500.00	334,000.00
06/01/2027			127,625.00	127,625.00	
12/01/2027	80,000	5.000%	127,625.00	207,625.00	335,250.00
06/01/2028			125,625.00	125,625.00	
12/01/2028	90,000	5.000%	125,625.00	215,625.00	341,250.00
06/01/2029			123,375.00	123,375.00	
12/01/2029	95,000	5.000%	123,375.00	218,375.00	341,750.00
06/01/2030			121,000.00	121,000.00	
12/01/2030	105,000	5.000%	121,000.00	226,000.00	347,000.00
06/01/2031			118,375.00	118,375.00	
12/01/2031	110,000	5.000%	118,375.00	228,375.00	346,750.00
06/01/2032			115,625.00	115,625.00	
12/01/2032	125,000	5.000%	115,625.00	240,625.00	356,250.00
06/01/2033			112,500.00	112,500.00	
12/01/2033	130,000	5.000%	112,500.00	242,500.00	355,000.00
06/01/2034			109,250.00	109,250.00	
12/01/2034	145,000	5.000%	109,250.00	254,250.00	363,500.00
06/01/2035			105,625.00	105,625.00	
12/01/2035	150,000	5.000%	105,625.00	255,625.00	361,250.00
06/01/2036			101,875.00	101,875.00	
12/01/2036	165,000	5.000%	101,875.00	266,875.00	368,750.00
06/01/2037			97,750.00	97,750.00	
12/01/2037	175,000	5.000%	97,750.00	272,750.00	370,500.00
06/01/2038			93,375.00	93,375.00	
12/01/2038	190,000	5.000%	93,375.00	283,375.00	376,750.00
06/01/2039			88,625.00	88,625.00	
12/01/2039	200,000	5.000%	88,625.00	288,625.00	377,250.00
06/01/2040			83,625.00	83,625.00	
12/01/2040	220,000	5.000%	83,625.00	303,625.00	387,250.00
06/01/2041			78,125.00	78,125.00	
12/01/2041	230,000	5.000%	78,125.00	308,125.00	386,250.00
06/01/2042			72,375.00	72,375.00	
12/01/2042	250,000	5.000%	72,375.00	322,375.00	394,750.00
06/01/2043			66,125.00	66,125.00	
12/01/2043	260,000	5.000%	66,125.00	326,125.00	392,250.00
06/01/2044			59,625.00	59,625.00	
12/01/2044	280,000	5.000%	59,625.00	339,625.00	399,250.00
06/01/2045			52,625.00	52,625.00	
12/01/2045	295,000	5.000%	52,625.00	347,625.00	400,250.00
06/01/2046			45,250.00	45,250.00	
12/01/2046	320,000	5.000%	45,250.00	365,250.00	410,500.00
06/01/2047			37,250.00	37,250.00	
12/01/2047	335,000	5.000%	37,250.00	372,250.00	409,500.00
06/01/2048			28,875.00	28,875.00	
12/01/2048	360,000	5.000%	28,875.00	388,875.00	417,750.00
06/01/2049			19,875.00	19,875.00	
12/01/2049	795,000	5.000%	19,875.00	814,875.00	834,750.00
	5,415,000		5,802,156.25	11,217,156.25	11,217,156.25

NET DEBT SERVICE

**SEVERANCE SHORES METROPOLITAN DISTRICT #1
GENERAL OBLIGATION BONDS, SERIES 2020A
55.664 (target) Mills
Non-Rated, 130x, 30-yr. Maturity
[Preliminary -- for discussion only]**

Period Ending	Principal	Interest	Total Debt Service	Debt Service Reserve Fund	Capitalized Interest	Net Debt Service
12/01/2020		236,906.25	236,906.25		236,906.25	
12/01/2021		270,750.00	270,750.00		270,750.00	
12/01/2022	50,000	270,750.00	320,750.00			320,750
12/01/2023	55,000	268,250.00	323,250.00			323,250
12/01/2024	65,000	265,500.00	330,500.00			330,500
12/01/2025	65,000	262,250.00	327,250.00			327,250
12/01/2026	75,000	259,000.00	334,000.00			334,000
12/01/2027	80,000	255,250.00	335,250.00			335,250
12/01/2028	90,000	251,250.00	341,250.00			341,250
12/01/2029	95,000	246,750.00	341,750.00			341,750
12/01/2030	105,000	242,000.00	347,000.00			347,000
12/01/2031	110,000	236,750.00	346,750.00			346,750
12/01/2032	125,000	231,250.00	356,250.00			356,250
12/01/2033	130,000	225,000.00	355,000.00			355,000
12/01/2034	145,000	218,500.00	363,500.00			363,500
12/01/2035	150,000	211,250.00	361,250.00			361,250
12/01/2036	165,000	203,750.00	368,750.00			368,750
12/01/2037	175,000	195,500.00	370,500.00			370,500
12/01/2038	190,000	186,750.00	376,750.00			376,750
12/01/2039	200,000	177,250.00	377,250.00			377,250
12/01/2040	220,000	167,250.00	387,250.00			387,250
12/01/2041	230,000	156,250.00	386,250.00			386,250
12/01/2042	250,000	144,750.00	394,750.00			394,750
12/01/2043	260,000	132,250.00	392,250.00			392,250
12/01/2044	280,000	119,250.00	399,250.00			399,250
12/01/2045	295,000	105,250.00	400,250.00			400,250
12/01/2046	320,000	90,500.00	410,500.00			410,500
12/01/2047	335,000	74,500.00	409,500.00			409,500
12/01/2048	360,000	57,750.00	417,750.00			417,750
12/01/2049	795,000	39,750.00	834,750.00	417,750		417,000
	5,415,000	5,802,156.25	11,217,156.25	417,750	507,656.25	10,291,750

BOND SOLUTION

SEVERANCE SHORES METROPOLITAN DISTRICT #1 GENERAL OBLIGATION BONDS, SERIES 2020A

55.664 (target) Mills

Non-Rated, 130x, 30-yr. Maturity

[Preliminary -- for discussion only]

Period Ending	Proposed Principal	Proposed Debt Service	Debt Service Adjustments	Total Adj Debt Service	Revenue Constraints	Unused Revenues	Debt Serv Coverage
12/01/2020		236,906	-236,906		11,451	11,451	
12/01/2021		270,750	-270,750		193,077	193,077	
12/01/2022	50,000	320,750		320,750	422,236	101,486	131.64017%
12/01/2023	55,000	323,250		323,250	422,236	98,986	130.62207%
12/01/2024	65,000	330,500		330,500	430,681	100,181	130.31182%
12/01/2025	65,000	327,250		327,250	430,681	103,431	131.60598%
12/01/2026	75,000	334,000		334,000	439,294	105,294	131.52520%
12/01/2027	80,000	335,250		335,250	439,294	104,044	131.03480%
12/01/2028	90,000	341,250		341,250	448,080	106,830	131.30551%
12/01/2029	95,000	341,750		341,750	448,080	106,330	131.11340%
12/01/2030	105,000	347,000		347,000	457,042	110,042	131.71229%
12/01/2031	110,000	346,750		346,750	457,042	110,292	131.80725%
12/01/2032	125,000	356,250		356,250	466,182	109,932	130.85824%
12/01/2033	130,000	355,000		355,000	466,182	111,182	131.31901%
12/01/2034	145,000	363,500		363,500	475,506	112,006	130.81324%
12/01/2035	150,000	361,250		361,250	475,506	114,256	131.62800%
12/01/2036	165,000	368,750		368,750	485,016	116,266	131.52983%
12/01/2037	175,000	370,500		370,500	485,016	114,516	130.90857%
12/01/2038	190,000	376,750		376,750	494,717	117,967	131.31163%
12/01/2039	200,000	377,250		377,250	494,717	117,467	131.13760%
12/01/2040	220,000	387,250		387,250	504,611	117,361	130.30624%
12/01/2041	230,000	386,250		386,250	504,611	118,361	130.64360%
12/01/2042	250,000	394,750		394,750	514,703	119,953	130.38711%
12/01/2043	260,000	392,250		392,250	514,703	122,453	131.21813%
12/01/2044	280,000	399,250		399,250	524,997	125,747	131.49585%
12/01/2045	295,000	400,250		400,250	524,997	124,747	131.16732%
12/01/2046	320,000	410,500		410,500	535,497	124,997	130.44997%
12/01/2047	335,000	409,500		409,500	535,497	125,997	130.76853%
12/01/2048	360,000	417,750		417,750	546,207	128,457	130.74975%
12/01/2049	795,000	834,750	-417,750	417,000	546,207	129,207	130.98491%
	5,415,000	11,217,156	-925,406	10,291,750	13,694,066	3,402,316	

SOURCES AND USES OF FUNDS

**SEVERANCE SHORES METROPOLITAN DISTRICT #1
SUBORDINATE BONDS, SERIES 2020B(3)
Non-Rated, Cash-Flow Bonds, Annual Pay, 12/15/2049 (Stated) Maturity
(6% Bi-Annual Re-Assessment)
[Preliminary -- for discussion only]**

Dated Date	01/16/2020
Delivery Date	01/16/2020

Sources:

Bond Proceeds:	
Par Amount	1,493,000.00
	1,493,000.00

Uses:

Project Fund Deposits:	
Project Fund	1,448,210.00
Delivery Date Expenses:	
Underwriter's Discount	44,790.00
	1,493,000.00

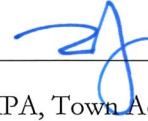
BOND PRICING

**SEVERANCE SHORES METROPOLITAN DISTRICT #1
SUBORDINATE BONDS, SERIES 2020B(3)
Non-Rated, Cash-Flow Bonds, Annual Pay, 12/15/2049 (Stated) Maturity
(6% Bi-Annual Re-Assessment)
[Preliminary -- for discussion only]**

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Term Bond due 2049:	12/15/2049	1,493,000	9.000%	9.000%	100.000
		1,493,000			

Dated Date	01/16/2020	
Delivery Date	01/16/2020	
First Coupon	12/15/2020	
Par Amount	1,493,000.00	
Original Issue Discount		
Production	1,493,000.00	100.000000%
Underwriter's Discount	-44,790.00	-3.000000%
Purchase Price	1,448,210.00	97.000000%
Accrued Interest		
Net Proceeds	1,448,210.00	

TOWN OF SEVERANCE



Nicholas J. Wharton MPA, Town Administrator

ATTEST:



Michael Jenner, Town Clerk



AGENDA ITEM SUMMARY

AGENDA ITEM	SUBMITTED BY	PRESENTED BY
Pg. 105 - Ordinance 2025-21: An emergency Ordinance of the Severance Town Council extending the 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	Betsy Stewart	Betsy Stewart, Senior Associate Attorney
ACTION REQUESTED		
The Town Attorney asks that the Town Council discuss Ordinance 2025-21: An emergency Ordinance of the Severance Town Council extending the 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 and take action. - Action that may be taken: - Move to adopt Ordinance 2025-21 - Move to adopt Ordinance 2025-21 with amendments - Take no action		<u>Ordinance</u> <u>Attorney Approved</u> <u>Action Requested</u>
BRIEF HISTORY OF ITEM		
BRIEF SUMMARY		
After ongoing review and analysis of the laws and regulations related to Natural Medicine, the staff finds and determines that this extension of the Temporary Moratorium is necessary for the immediate preservation of the public health, safety, and welfare and that this Ordinance should therefore become effective upon adoption, as authorized by C.R.S. § 31-16-105 and the Severance Home Rule Charter § 6.04.		
PUBLIC SUPPORT/CONCERN		
None at this time.		
ANALYSIS AND RECOMMENDATION		
Town Attorney recommends the Town Council consider approval of Ordinance 2025-21: An emergency Ordinance of the Severance Town Council extending the 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.		

MATERIALS SUBMITTED

The following materials were submitted and included in this packet:

1. Ordinance 2025-21 - Extension Temp Moratorium Natural Med

**TOWN OF SEVERANCE, COLORADO
ORDINANCE NO. 2025-21**

**AN EMERGENCY ORDINANCE OF THE SEVERANCE TOWN COUNCIL
EXTENDING THE 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**

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. § 31-16-105 and the Severance Home Rule Charter § 6.04 authorize the Town to enact and publish emergency ordinances; 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 Natural Medicine Health Act or the Natural Medicine Code 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, DORA and CDOR have now issued regulations pertaining to the NMHA and the Regulatory Act and the Town requires an appropriate amount of time to thoroughly review such regulations to determine what, if any, additional local regulations can and/or need to be adopted by the Town; and

WHEREAS, the Town requires additional time to prepare and propose for adoption any and all local regulations deemed necessary within its authority including, but not limited to, time, place, and manner of operation regulations for natural medicine healing centers and natural medicine businesses; and

WHEREAS, on March 11, 2025, Town Council adopted Ordinance No. 2025-09 which imposed a temporary moratorium on the submission, acceptance, processing, and approval of applications for the establishment of a business that cultivates, processes, or dispenses natural

medicine and the establishment of any business, occupation, or operation for healing centers in the Town of Severance, Colorado (“Temporary Moratorium”); and

WHEREAS, the Temporary Moratorium set forth in Ordinance No. 2025-09 expires on September 11, 2025; and

WHEREAS, the Town Council held a Work Session regarding local regulation of natural medicine on July 8, 2025, during which it provided policy guidance to the Town Attorney’s Office regarding local regulation of natural medicine; and

WHEREAS, the Planning Commission will make a recommendation to Town Council regarding the proposed Ordinance re: Natural Medicine following its August 20, 2025, Meeting; and

WHEREAS, Town Council will hold a Public Hearing regarding the proposed Natural Medicine Ordinance on September 9, 2025 and if a Natural Medicine Ordinance is adopted on that date, it will not go into effect until October 9, 2025, which is after the date the Temporary Moratorium is set to expire; and

WHEREAS, the Temporary Moratorium was imposed to prevent the operation of Natural Medicine and/or Healing Center businesses, facilities, and operations in the Town on a temporary basis in order to allow the Town to analyze and apply the state of the law and regulations, to draft an appropriate Ordinance pertaining to the same, and to allow public comment prior to adoption of any such Ordinance; to ensure that prospective operators and owners of Healing Centers and/or Natural Medicine businesses, facilities, and operations are able to make business and investment decisions with sufficient knowledge of local ordinances surrounding the same; and in order to protect the health, safety, and welfare of the residents of the Town; and

WHEREAS, extending the Temporary Moratorium for the aforementioned reasons is both urgent and necessary to preserve the status quo in order to allow the Town the time and ability to engage in a thorough review and analysis of Natural Medicine law and its attendant regulations, to ensure appropriate time for public engagement regarding local regulation, and to preserve the status quo during such time to promote the public health, safety, and welfare by allowing a deliberate and well-reasoned decision-making process; and

WHEREAS, the Town finds that the ongoing review and analysis of the law, its attendant regulations, and development of time, manner, and place regulations related to Natural Medicine risks being significantly delayed or altered in scope should the Town accept land development and use applications for Natural Medicine and/or Healing Center businesses, facilities, and operations that materially change the physical, natural, and economic fabric of the Town prior to the time final decisions are made regarding the adoption of local regulations regarding the same; and

WHEREAS, the Town also finds and determines that this extension of the Temporary Moratorium is necessary for the immediate preservation of the public health, safety, and welfare and that this Ordinance should therefore become effective upon adoption, as authorized by C.R.S. § 31-16-105 and the Severance Home Rule Charter § 6.04.

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

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

Section 2. Extension of Temporary Moratorium.

An extension of the Temporary Moratorium regarding natural medicine healing centers and natural medicine businesses set forth in Ordinance No. 2025-09 from September 11, 2025 to October 9, 2025 shall become effective immediately upon adoption of this Emergency Ordinance:

- (a) Restrictions. During the effective term of this Ordinance, there shall be no establishment or operation of natural medicine healing centers and natural medicine businesses in the Town nor shall the submission, acceptance, processing, or approval of applications for the establishment or operation of a natural medicine healing center or natural medicine business be permitted in the Town. For purposes of this Temporary Moratorium, the terms natural medicine, natural medicine healing center, natural medicine business, and the like are as defined by Colorado Revised Statutes and any applicable and authorized regulations.
- (b) Effective Date and Termination. This Temporary Moratorium shall be in effect immediately upon adoption and shall terminate on October 9, 2025 unless it is terminated at an earlier date or extended by further Ordinance by the Severance Town Council.

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

Section 4. Emergency Declaration. Pursuant to C.R.S. § 31-16-105 and the Severance Home Rule Charter § 6.04, the Town Council hereby finds, determines, and declares that an emergency exists and that this Ordinance is necessary for the immediate preservation of the public health, safety, and welfare of the Town because an analysis must be conducted on the impact on Town residents, property owners, workforce, visitors, and customers concerning the state law and regulations concerning Natural Medicine and the manner in which it should be regulated in the Town as permitted by law and any local ordinance surrounding the same must be clear and consistently applied among all residents and property owners without any gaps in enforcement or implementation and, therefore, this Ordinance must be passed as an Emergency Ordinance.

Section 5. In accordance with Section 6.04(3) of the Severance Home Rule Charter, this Ordinance shall take effect upon adoption and shall be published in full following adoption.

INTRODUCED, READ, ADOPTED, APPROVED, AND ORDERED PUBLISHED IN FULL THIS 9TH DAY OF SEPTEMBER, 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 Emergency Ordinance No. 2025-21, enacted by the Town Council on September 9, 2025, on the Town of Severance's website, <https://www.townofseverance.org/>, on the ____ day of _____, 2025.

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

Sarah Jacobsen, Town Clerk



AGENDA ITEM SUMMARY

AGENDA ITEM	SUBMITTED BY	PRESENTED BY
Pg. 111 - PUBLIC HEARING Ordinance 2025-2022: An Ordinance of the Severance Town Council adopting a new article 21 in chapter 16 regarding local regulation of natural medicine and amending section 16.6.40.3 regarding development nodes uses	Betsy Stewart	Besty Stewart, Senior Associate Attorney
ACTION REQUESTED		
Town Attorney asks that the Town Council review and discuss the Ordinance 2025-22: An Ordinance of the Severance Town Council adopting a new article 21 in chapter 16 regarding local regulation of natural medicine and amending section 16.6.40.3 regarding development nodes uses, and take action. - Action that may be taken: - Adopt Ordinance 2025-22 - Adopt Ordinance 2025-22 with amendments - Take No Action		<u>Ordinance</u> <u>Attorney Approved</u> <u>Action Requested</u>
BRIEF HISTORY OF ITEM		
BRIEF SUMMARY		
Colorado voters adopted citizen-initiated Proposition 122, which amended Title 12 of the Colorado Revised Statutes to include Article 170, now designated as the "Natural Medicine Health Act of 2022" (NMHA). This Ordinance will enact zoning, identifying location, and operation time where cultivation, manufacturing, testing, storage, distribution, transfer, and dispensation of natural medicine and natural medicine products may be permitted in the Town.		
PUBLIC SUPPORT/CONCERN		
None at this time.		
ANALYSIS AND RECOMMENDATION		
Town Attorney recommends that the Town Council consider approval of Ordinance 2025-2022: An Ordinance of the Severance Town Council adopting a new article 21 in chapter 16 regarding local regulation of natural medicine and amending section 16.6.40.3 regarding development nodes uses.		
MATERIALS SUBMITTED		
The following materials were submitted and included in this packet: - Ordinance 2025-22 Natural Medicine Development Nodes Uses - Legal Memo Ord 2025-22 Natural Medicine Act		

**TOWN OF SEVERANCE, COLORADO
ORDINANCE NO. 2025-22**

**AN ORDINANCE OF THE SEVERANCE TOWN COUNCIL
ADOPTING A NEW ARTICLE 21 IN CHAPTER 16 REGARDING LOCAL
REGULATION OF NATURAL MEDICINE AND AMENDING SECTION 16.6.40.3
REGARDING DEVELOPMENT NODES 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 Statutes 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, on September 9, 2025, Council adopted Ordinance No. 2025-21 titled *An Emergency Ordinance of the Severance Town Council Extending the 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 Extension); and

WHEREAS, Section 2(b) of the Temporary Moratorium Extension established that the Temporary Moratorium shall terminate on the 9th day of October, 2025 unless terminated at an earlier date or extended by further Ordinance by Council; and

WHEREAS, the Temporary Moratorium Extension 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:

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

Section 2. 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 a use permitted by right in the Development Nodes Zone Districts 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 shall be a use permitted by right in the Development Node Zone Districts 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 licensed childcare center, preschool, elementary, middle, junior, or high school, or a licensed residential childcare 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 Monday through Friday between 8:00 a.m. and 6:00 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.

Section 3. 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 Nodes – Uses.

- (a) Uses by right.

...

- (2) Mixed land uses:

- a. Live/work units and buildings
- b. Mixed-used buildings (residential, commercial, office, workshops, etc.)
- c. Agricultural uses (ranching, farming, grazing, etc.).
- d. **Natural medicine healing centers.**
- e. **Natural medicine businesses other than healing centers.**

Section 5. Severability. The provisions of this Ordinance are severable and the invalidity of any section, phrase, clause, or portion of the Ordinance as determined by a court of competent jurisdiction shall not affect the validity or effectiveness of the remainder of the ordinance.

Section 6. 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 7. This ordinance is deemed necessary for the immediate protection of the health, welfare, and safety of the community.

Section 8. 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 9TH DAY OF SEPTEMBER, 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. 2025-22, enacted by the Town Council on September 9 2025, on the Town of Severance's website, <https://www.townofseverance.org/255/Ordinances> , on the ____ day of _____, 2025.

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

Sarah Jacobsen, Town Clerk

MEMORANDUM

To: Mayor and Council
From: Town Attorney's Office – Nina P. Williams and Betsy L. Stewart
Date: September 2, 2025
Re: Local Regulation of Natural Medicine

A. Introduction

This memo contains an overview of the laws and regulations surrounding natural medicine and the manner in which it can be regulated by the Town.

At a minimum, the Town Attorney's Office recommends permitting the existence of natural medicine healing centers and natural medicine businesses as a use permitted by right in at least one Zoning District within the Town. The reason for this recommendation is because state law mandates that a municipality shall not adopt, enact, or enforce any ordinances, rules, or regulations that are unreasonable or in conflict with the Natural Medicine Act or the Natural Medicine Code. *See* C.R.S. §§ 12-170-112(2) and 44-50-903. While there is not yet case law interpreting these statutory provisions, we believe these requirements could be found to be analogous to first amendment freedom of expression case law, which holds that local governments cannot effectively prohibit certain uses out of practical existence.

As a result of the foregoing, our office recommends either (1) allowing natural medicine healing centers and businesses to operate by right in the development node; or (2) allowing the establishment of natural medicine healing centers and businesses as a use requiring additional review in the development node in addition to identifying another zoning area in the Town where natural medicine healing centers and businesses are permitted to operate by right. When given this recommendation, Planning Commission chose to recommend approval of the attached Ordinance to Council based on the understanding that it is the most restrictive the Town can be under the law.

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)

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).

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

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 remuneration 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

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.

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*.

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.

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

⁹ C.R.S. §§ 12-170-104 and 44-50-103 and 4 CCR 755-1-1.4

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).

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.

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.

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.



AGENDA ITEM SUMMARY

AGENDA ITEM	SUBMITTED BY	PRESENTED BY
Pg. 124 - Ordinance 2025-23: An Ordinance of the Town Council of the town of Severance, Colorado, adding Article 7, Youth Council, to Chapter 2 of the Severance Municipal Code	Nicholas Wharton, Town Manager	Nicholas J. Wharton, Town Manager
ACTION REQUESTED		
Town Management asks that the Town Council consider Ordinance 2025-23: An Ordinance of the Town Council of the town of Severance, Colorado, adding Article 7, Youth Council, to Chapter 2 of the Severance Municipal Code, and take action. • Actions that may be taken: ○ Move to Adopt Ordinance 2025-23 ○ Move to adopt Ordinance 2025-23 with amendments ○ Take no action		<u>Ordinance</u> <u>Attorney Approved</u> <u>Action Requested</u>
BRIEF HISTORY OF ITEM		
BRIEF SUMMARY		
This item started as a Council Petition and was discussed at a recent work session. It was recommended that the Youth Council be created. Establishing a Youth Council will create a formal advisory body to represent the interests and perspectives of the community's youth and promote communication between young residents and the Town.		
PUBLIC SUPPORT/CONCERN		
None at this time.		
ANALYSIS AND RECOMMENDATION		
Management recommends that the Town Council take action and move to adopt Ordinance 2025-23: An Ordinance of the Town Council of the town of Severance, Colorado, adding Article 7, Youth Council, to Chapter 2 of the Severance Municipal Code.		
MATERIALS SUBMITTED		
The following materials were submitted and included in this packet: 1. Ordinance 2025-23 – Youth Council Creation		

**TOWN OF SEVERANCE, COLORADO
ORDINANCE NO. 2025-23**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF SEVERANCE,
COLORADO, ADDING ARTICLE 7, YOUTH COUNCIL, TO CHAPTER 2 OF THE
SEVERANCE MUNICIPAL CODE**

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

WHEREAS, the Severance Town Council (the “Council”) desires to establish and maintain a council of young people to advise and consult on the issues facing the community; and

WHEREAS, the Town Council of the Town of Severance (the “Council”) finds that providing opportunities for youth residents to participate in municipal government strengthens civic engagement, encourages leadership development, and fosters a greater sense of community responsibility; and

WHEREAS, the Council further finds that establishing a Youth Council will create a formal advisory body to represent the interests and perspectives of the community’s youth and promote communication between young residents and the Town; and

WHEREAS, the Council deems it in the best interests of the health, safety, and welfare of the community to amend the Severance Municipal Code to establish such a Youth Council.

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

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

Section 2. Chapter 2 of the Severance Municipal Code is hereby amended by the addition of a new Article 7, to read in its entirety as follows:

ARTICLE 7 – YOUTH COUNCIL

Sec. 2-7-10. Creation.

There is hereby created and established a Youth Council for the Town of Severance, Colorado.

Sec. 2-7-20. Purpose.

The Youth Council shall serve as an advisory body to the Town Council by representing the interests and perspectives of the community’s youth. The Youth Council shall provide recommendations on policies, programs, and initiatives impacting young residents, promote civic engagement, leadership, and community service among youth, and foster communication between young people and local government.

Sec. 2-7-30. Composition.

The Youth Council shall consist of five (5) regular members appointed by majority vote of the Town Council. All members must be bona fide residents of the Town and must have resided in the Town for at least one (1) year.

Sec. 2-7-40. Membership requirements.

- (a) Members shall serve without compensation and at the pleasure of the Town Council.
- (b) Members must be at least thirteen (13) years of age and no older than seventeen (17) years of age.
- (c) Members must maintain a 2.0 or higher GPA.

Sec. 2-7-50. Term of office; vacancies; removal.

- (a) Each appointment shall be for a one (1) year term.
- (b) Vacancies shall be filled by appointment for the unexpired term.
- (c) Attendance Expectations. All members are expected to regularly attend scheduled meetings and fully participate in their roles.
- (d) Definitions.
 - 1. Excused Absence: An absence is excused when a member notifies the Chair or staff liaison at least 24 hours in advance and provides a valid reason, including personal illness or family emergency, pre-approved vacation or travel, work or school-related conflict, or other extenuating circumstances approved by the Chair.
 - 2. Unexcused Absence: An absence is unexcused if no prior notice is given, the reason is not deemed valid by the Chair, or the member is habitually late or leaves early without good cause.
- (e) Removal for Attendance. A member shall be subject to removal if within a calendar year:
 - 1. The member accrues three (3) unexcused absences;
 - 2. The member accrues four (4) total absences (excused or unexcused), unless extenuating circumstances exist as determined by the Town Council; or
 - 3. The member fails to attend any required training or orientation sessions without prior approval.
- (f) Notice Requirement. After a second unexcused absence, the Mayor or Mayor's designee shall provide written notice outlining the attendance policy and warning that a subsequent unexcused absence may result in removal.
- (g) Removal Process. Any member meeting the above criteria may be removed by majority vote of the Town Council. Prior to removal, the member shall receive written notice at least seven (7) days in advance stating the reasons for removal and shall have an opportunity to respond in writing or in person before final action.
- (h) Discretion of the Council. Nothing in this section limits the Council's authority to remove members for other reasons, for any reason deemed in the public interest.

Sec. 2-7-60. Officers.

The Youth Council shall annually elect a Chair, Vice Chair, Secretary, and Treasurer from among its members.

Sec. 2-7-70. Meetings.

The Youth Council shall hold meetings as necessary. Three (3) members shall constitute a quorum.

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

Section 4. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

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

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

INTRODUCED, READ, ADOPTED, APPROVED, AND ORDERED PUBLISHED IN FULL THIS 9TH DAY OF SEPTEMBER, 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. 2025-23 enacted by the Town Council on September 9 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



AGENDA ITEM SUMMARY

AGENDA ITEM	SUBMITTED BY	PRESENTED BY
Pg. 128 - Resolution 2025-36R: A Resolution of the Town Council of the Town of Severance, Colorado, authorizing the Town Manager to enter into an agreement with the Colorado Department of Local Affairs concerning a housing planning grant	Nicholas Wharton, Town Manager	Nicholas J. Wharton, Town Manager
ACTION REQUESTED		
Town Management asks that the Town Council discuss Resolution 2025-36R: A Resolution of the Town Council of the Town of Severance, Colorado, authorizing the Town Manager to enter into an agreement with the Colorado Department of Local Affairs concerning a housing planning grant and take action. - Action that can be taken: - Move to approve Resolution 2025-36R - Move to approve Resolution 2025-36R with amendments - Take no action		<u>Resolution</u> <u>Attorney Approved</u> <u>Action Requested</u>
BRIEF HISTORY OF ITEM		
BRIEF SUMMARY		
Management applied for a Colorado Department of Local Affairs (DOLA) grant for housing planning and has been awarded the grant. Various deadlines and documents must be submitted to DOLA in the next two weeks to receive the grant and management is asking for authorization to enter into an agreement with DOLA.		
PUBLIC SUPPORT/CONCERN		
None at this time.		
ANALYSIS AND RECOMMENDATION		
Management recommends that the Town Council take action and move to approve Resolution 2025-36R: A Resolution of the Town Council of the Town of Severance, Colorado, authorizing the Town Manager to enter into an agreement with the Colorado Department of Local Affairs concerning a housing planning grant.		
MATERIALS SUBMITTED		
The following materials were submitted and included in this packet: - HPLN Award Letter - Severance - Resolution 2025-36R DOLA Housing Grant		



Matthew Fries, Mayor
Town of Severance
3 S Timber Ridge Parkway
Severance, CO 80550

August 26, 2025

RE: HPLN H25-015 - Severance Housing Needs Assessment Update

To Mayor Matthew Fries:

Congratulations! After a thorough review, I am excited to offer a Housing Planning Grant (HPLN) award in the amount of \$15,000 to support the Severance Housing Needs Assessment Update.

The HPLN grant program was established by SB24-174 (C.R.S. §§ 24-32-3701 – 24-32-3711) to support the efforts of local government and regional entities to develop actionable and compliant housing needs assessments (HNAs), housing action plans, and comprehensive plan elements.

Your project was reviewed based on a variety of scoring criteria, including readiness, political support, capacity, SB24-174 applicability, stakeholder engagement strategy, multijurisdictional efforts, and geographic diversity. [DOLA staff](#) are available to assist as needed with your project at any time. We support the design of your application and are excited to share your results with other local governments, regional entities, the Governor's Office, and the legislature.

The Program Manager, [Ashley Basham](#), will work with you on the contracting process to prepare your Grant Agreement. **Please refrain from spending grant funds until a grant agreement is executed.** Activities that occur before grant execution cannot be reimbursed. Grant agreements will be executed in the coming weeks. This award is contingent on the Town of Severance being compliant with election filing requirements within one year from the date of this award.



COLORADO
Department of Local Affairs
Division of Local Government

I wish you success with your project. Thank you for advancing efforts to build more attainable, affordable housing across the state.

Respectfully,

Maria De Cambra

DOLA Executive Director

cc: Byron Pelton, State Senator
Lori Sander, State Representative
Nicholas J. Wharton, Town Manager
Lindsay Radcliff-Coombes, Deputy Town Manager
Shani Porter, Planning Director
Chris La May, DLG Regional Manager



**TOWN OF SEVERANCE
RESOLUTION NO. 2025-36R**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SEVERANCE,
COLORADO, AUTHORIZING THE TOWN MANAGER TO ENTER INTO AN
AGREEMENT WITH THE COLORADO DEPARTMENT OF LOCAL AFFAIRS
CONCERNING A HOUSING PLANNING GRANT**

WHEREAS, the Severance Town Council has determined that it is in the best interests of the Town that the Town manager be authorized to take such steps as may be necessary to obtain a Housing Planning Grant from the Colorado Department of Local Affairs:

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

Section 1. The Town Manager of the Town of Severance is authorized to enter into and execute on behalf of the Town an agreement with the Colorado Department of Local Affairs concerning the Town's receipt of a Housing Planning Grant, and to take such necessary actions, make such additional agreements and execute such further documents as may be necessary to receipt of said grant.

RESOLVED AND APPROVED this 9th day of September, 2025.

TOWN OF SEVERANCE, COLORADO

Matthew Fries, Mayor

ATTEST:

Sarah Jacobsen, Town Clerk



AGENDA ITEM SUMMARY

AGENDA ITEM	SUBMITTED BY	PRESENTED BY
Pg. 133 - Resolution 2025-37R: A Resolution of the Town Council of the Town of Severance, Colorado, approving an Intergovernmental Agreement between the Town of Severance and the City of Longmont concerning training facility use	Kenneth Chavez, Chief of Police	Ken Chavez, Police Chief
ACTION REQUESTED		
The Chief of Police asks the Town Council to discuss Resolution 2025-37R: A Resolution of the Town Council of the Town of Severance, Colorado, approving an Intergovernmental Agreement between the Town of Severance and the City of Longmont concerning training facility use, and take action. - Action that may be taken: - Move to approve Resolution 2025-37R - Move to approve Resolution 2025-37R with amendments - Take no Action		<u>Resolution</u> <u>Attorney Approved</u> <u>Action Requested</u>
BRIEF HISTORY OF ITEM		
BRIEF SUMMARY		
The Police Department wishes to enter into an intergovernmental Agreement with the City of Longmont for the purpose of the Severance Police Department to utilize Longmont's training facilities in the interest of public safety and citizen wellbeing.		
PUBLIC SUPPORT/CONCERN		
None at this time.		
ANALYSIS AND RECOMMENDATION		
The Chief of Police recommends that the Town Council take action on Resolution 2025-37R: A Resolution of the Town Council of the Town of Severance, Colorado, approving an Intergovernmental Agreement between the Town of Severance and the City of Longmont concerning training facility use.		
MATERIALS SUBMITTED		
The following materials were submitted and included in this packet: - Resolution 2025-37R Longmont Training Facility Use IGA - Longmont PD Training Facility Agreement		

**TOWN OF SEVERANCE
RESOLUTION NO. 2025-37R**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SEVERANCE,
COLORADO, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE TOWN OF SEVERANCE AND THE CITY OF LONGMONT CONCERNING
TRAINING FACILITY USE**

WHEREAS, intergovernmental agreements between political subdivisions to provide functions and services including the sharing of costs of such functions or services are specifically authorized by C.R.S. § 29-1-203(1); and

WHEREAS, the Town of Severance and the City of Longmont desire to enter into an Intergovernmental Agreement (the “Agreement”) to allow the Town’s use of a training facility located in Longmont on specified dates; and

WHEREAS, the purpose of the Agreement is to provide the Town with access to specialized training resources and facilities, thereby enhancing public services and cooperation between the Parties; and

WHEREAS, Section 12.03 of the Town of Severance Charter provides that “The Council may by resolution enter into contracts or agreements with other governmental... or quasi-governmental entities”; and

WHEREAS, the Severance Town Council accordingly wishes to approve the Agreement attached hereto as Exhibit A and authorize the Mayor to sign such Agreement 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 attached Intergovernmental Agreement (Exhibit A) between the Town of Severance and the City of Longmont concerning training facility use is hereby approved.

Section 2. The Mayor is authorized to execute this Amendment on the Town’s behalf.

RESOLVED AND APPROVED this 9th day of September, 2025.

TOWN OF SEVERANCE, COLORADO

Matthew Fries, Mayor

ATTEST:

Sarah Jacobsen, Town Clerk



1. PURPOSE:

This Inter-Governmental Agreement (IGA) between the City of Longmont, Department of Public Safety, and (hereinafter "LOCAL AGENCY") establishes the terms and conditions for the use of the Longmont Firing Range and Training Center located at 10916 County Road 5, Longmont, CO. This IGA is a partnership between both parties, and both parties make every effort to meet the terms and conditions of this IGA, in order to better serve the general public.

2. OWNERSHIP, OPERATION, AND MAINTENANCE OF THE TRAINING CENTER AND PROPERTY:

- a) Longmont is the sole owner of the Training Center, associated structures and all fixed facilities and equipment on the property.
- b) Longmont shall manage all operations of the Training Center to include coordinating all scheduling.
- c) Longmont shall maintain in a safe working condition, any and all structures and/or property utilized in the operation of the Training Center.

3. RESPONSIBILITIES:

- a) LOCAL AGENCY will have full and exclusive access to its leased areas within the Training Center during its contracted times. Some co-use of the Training Center may take place outside of the leased area. For example, if one contracted agency has leased the range and another contracted agency has leased the Simunition House.
- b) Time will be leased in a minimum of one hour increments. Any partial hours used will be rounded to the next full hour for purposes of billing.
- c) LOCAL AGENCY will be awarded a bid position based on total paid use of the Training Center from year to date of the start of the bid process.
- d) The bid will generally be held between September and December of the preceding year to accommodate yearly shift rotations. Following the award of bids for scheduled times; LOCAL AGENCY will be allowed to schedule additional time for any open dates on a first come first serve basis.



- e) Longmont will accept cancellations for a use date with thirty (30) days' advance notice without charging LOCAL AGENCY a fee. If fewer than thirty (30) days' advance notice is given, this time will be advertised with other users. If this time can be leased by another agency, LOCAL AGENCY will not be charged the fees for the respective date; otherwise LOCAL AGENCY will remain responsible to pay for the assigned date.
- f) LOCAL AGENCY shall send a representative to quarterly law enforcement user group meetings to review terms and use of the Training Center, use of equipment and debrief any issues and/or address any concerns.
- g) LOCAL AGENCY will comply with the Rules and Regulations for the Training Facility (Rules and Regs) as amended from time to time, copies of which are available from Longmont and at the quarterly law enforcement meetings. Failure to comply with the Rules and Regs may result in immediate termination of this Agreement.
- h) LOCAL AGENCY shall be responsible for any damage to the Training Center except for that caused by routine use.
- i) LOCAL AGENCY shall report any damage immediately to the range coordinator.

Use of the Training Center

- a) Longmont and Boulder County will establish an Operating Management Committee to oversee the scheduling priorities and ensure the needs of the Longmont Police Department and Boulder County Sheriff's Office.
- b) LOCAL AGENCY will not lose its current bid position unless it fails to renew its current Use Agreement.
- c) LOCAL AGENCY shall send two or more range officers to yearly training provided by Longmont Police to review terms and use of the Training Center, use of equipment and debrief any issues and/or address any concerns.
- d) Any disputes regarding use of the Training Center that are not resolved by the range manager will be resolved by the Operation Management Committee.
- e) Any disputes regarding use of the Training Center that are not resolved by the range manager will be resolved by the Operation Management Committee.



f) LOCAL AGENCY will have full and exclusive access to its leased areas within the Training Center during its contracted days. Some co-use of the Training Center may take place if one contracted agency has leased the range and another contracted agency has leased the Simunition structure.

g) Following the award of bids for scheduled times the LOCAL AGENCY will be allowed to schedule additional time for any open dates.

Note: Longmont will always have emergency access to the range over any public use (open public shooting), with the exception of pre-scheduled tournaments and competitions.

h) Longmont retains the right to use those portions of the Training Center for non-shooting purposes at Longmont's discretion so long as they are not incompatible with the LOCAL AGENCY's scheduled use.

i) Nothing herein shall constitute a multiple fiscal year obligation of either party pursuant to Article X, Section 20, of the Colorado Constitution (TABOR). Each party's financial obligations under this Agreement are contingent upon its legislative body's annual appropriation funds to discharge the obligations set forth in this IGA.

j) LOCAL AGENCY agrees it will procure and maintain in full force and effect such insurance or self- insurance that will insure its obligations and liabilities under law, including workers' compensation and general liability.

k) Each party assumes responsibility for the actions and/or omissions of its agents and its employees in the performance or failure to perform under this agreement.

l) None of the terms or conditions in this agreement shall give or allow any claim, benefit, or right of action by any third person not a party hereto. Any person other than Longmont or the LOCAL AGENCY receiving services or benefits under this agreement shall be only an incidental beneficiary.

m) Any notice to the Parties required under this IGA shall be in writing, delivered to the person designated below for the Parties at the indicated address, unless otherwise designated in writing. Such notice may be delivered only by United States mail or hand delivery.

n) This IGA represents the entire agreement between the Parties and there are no oral or collateral agreements or understandings. This IGA may be amended only by an instrument in writing signed by the Parties. No representations or warranties are made by either party to this IGA except as specifically set forth in this IGA or in any instrument delivered pursuant to this IGA.



o) This IGA shall be governed by the laws of the State of Colorado. Venue for litigation to be in Boulder District Court.

4. AVAILABILITY AND RATES:

- a) LOCAL AGENCY may lease on a yearly basis, based on availability, secure storage space on-site for supplies and equipment (targets, cleaning supplies, props, etc.). This storage space (20' X 8') will cost \$1,000 per year and is located in Building 1.
- b) The Firing Range cost is \$100.00 per hour and is located in Building 1.
- c) The Simunition House cost is \$75.00 per hour and is located in Building 2.
- d) The Training Classroom cost is \$50.00 per hour and is located in Building 3.
- e) Longmont reserves the right to increase fees as it deems appropriate. These fees may be adjusted to include inflation and increased costs associated with personnel costs. A sixty (60) day written notification of any fees increases will be given to LOCAL AGENCY.

5. PERIOD OF PERFORMANCE:

- a) LOCAL AGENCY is requesting a long term agreement inclusive of a base period of performance and four (4) 12-month periods. This IGA has the option for renewal upon written agreement of both parties. Pricing for each option period shall be agreed upon by both parties prior to the beginning of the period of performance.

Base Period:	January 1, 2024 to December 31, 2024
Option Period One:	January 1, 2025 to December 31, 2025
Option Period Two:	January 1, 2026 to December 31, 2026
Option Period Three:	January 1, 2027 to December 31, 2027
Option Period Four:	January 1, 2028 to December 31, 2028

6. PAYMENT:

- a) LOCAL AGENCY may lease on a yearly basis, based on availability, secure storage space on-site for supplies and equipment (targets, cleaning supplies, props, etc.). This storage space (20' x 8') will cost \$1,000 per year and is located in Building 1.
- b) The Firing Range cost is \$100.00 per hour and is located in Building 1.



- c) The Simunition House cost is \$75.00 per hour and is located in Building 2.
- d) The Training Classroom cost is \$50.00 per hour and is located in Building 3.
- e) Longmont reserves the right to increase fees as it deems appropriate. These fees may be adjusted to include inflation and increased costs associated with personnel costs. A sixty (60) day written notification of any fee increases will be given.

7. BILLING PROCEDURES:

LOCAL AGENCY will be billed monthly for time leased, payment of which is due in full within thirty (30) days of receipt. Any payment not paid when due will be a default of this Agreement. If Longmont starts collection procedures or incurs any costs in collecting a payment, LOCAL AGENCY agrees to pay all of Longmont's expenses therewith, including reasonable attorneys' fees.

8. NOTICE:

Any notice to the Parties required under this Agreement shall be in writing, delivered to the person designated below for the Parties at the indicated address, unless otherwise designated in writing. Such notice may be delivered only by United States mail or hand delivery.

9. ENTIRE AGREEMENT:

This Agreement represents the entire agreement between the Parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the Parties. No representations or warranties are made by either party to this Agreement except as specifically set forth in this Agreement or in any instrument delivered pursuant to this Agreement.

10. MODIFICATION:

This Agreement may be modified only upon written agreement of both parties.

11. TERMINATION:

In addition to any other grounds for termination provided in this Agreement, this agreement may be terminated by either party upon a thirty (30) day written notice to other party.

CITY OF LONGMONT | Department of Public Safety

POLICE INFORMATION 303-651-8555 | **FIRE INFORMATION** 303-651-8437
PUBLIC SAFETY COLLABORATIVE SERVICES 303-774-3616
9-1-1 EMERGENCY COMMUNICATIONS CENTER 303-651-8501



12. ACCEPTANCE:

CITY OF LONGMONT:

MAYOR

ATTEST:

CITY CLERK

DATE

APPROVED AS TO CONTENT:

PUBLIC SAFETY CHIEF

DATE

APPROVED AS TO INSURANCE PROVISIONS:

RISK MANAGER

DATE

APPROVED AS TO FORM:

SENIOR ASSISTANT CITY ATTORNEY

DATE

CA File: 23-002422

CITY OF LONGMONT | Department of Public Safety

POLICE INFORMATION 303-651-8555 | **FIRE INFORMATION** 303-651-8437

PUBLIC SAFETY COLLABORATIVE SERVICES 303-774-3616

9-1-1 EMERGENCY COMMUNICATIONS CENTER 303-651-8501



LOCAL AGENCY

Name and Title