



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

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**AGENDA**

**Tuesday, May 12, 2026, 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. 3 - Mobile Food Vendor Licensing Discussion**

- Discussion
- Staff Presentation: Andrew Rogers, Town Attorney

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

**1. Roll Call**

**2. Pledge of Allegiance**

**3. Pg. 10 - Proclamation: Public Works Week**

**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. 11 - Town Council Meeting Minutes 4.28.26**

**b. Pg. 15 - Resolution 2026-13R: A Resolution of the Town Council of the Town of Severance, Colorado, amending the Code of Conduct and Ethics in accordance with section 3.06 of the Home Rule Charter**

**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. SafeBuilt Scholarship Presentation**

- Discussion
- Staff Presentation: Russ Weber, Chief Building Inspector

**2. Pg. 63 - Resolution 2026-14R IGA Windsor Wastewater**

- Legislative
- Staff Presentation: Andrew Rogers, Town Attorney

**D. COUNCIL MEMBER PETITIONS**

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

**E. ADJOURN**

**F. EXECUTIVE SESSION**

- 1. Concerning the purchase, acquisition, lease, transfer, or sale of any real, personal, or other property interest, pursuant to C.R.S. 24-6-402(4)(a), and for conferences with the Town Attorney for purposes of receiving legal advice on specific legal questions, pursuant to 24-6-402(4)(b), with regard to the Buffalo Creek Annexation**

**Town Council Meeting**  
*Tuesday, May 12, 2026, 5:00 PM (MDT)*

*The Town Council reserves the right to adjourn to a virtual-only meeting at its 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. 3 - Mobile Food Vendor Licensing Discussion	Andrew Rogers, Town Attorney	Andrew Rogers
<b>ACTION REQUESTED</b>		
Town staff is asking the Council to provide guidance on this topic. Staff will consider the Council's input when drafting an ordinance specific to Severance.	<b><u>Discussion</u></b>	
<b>BRIEF HISTORY OF ITEM</b>		
This is the first time the Council has considered significant regulation of mobile food vendors within the Town.		
<b>BRIEF SUMMARY</b>		
<p>The Severance Municipal Code does not address mobile food vendors (commonly known as "food trucks") in any meaningful way, but these vendors are becoming increasingly common throughout Colorado. As Severance considers regulating mobile food vendors, we must decide whether additional regulations are warranted and, if so, which type is best for Severance. The Town Attorney has prepared a summary of the existing state laws regarding food trucks and a short outline of the proposed regulations. This is intended as a reference for Council. Staff will draft an ordinance specific to Severance based on the Council's feedback.</p> <p>Council should consider the following factors:</p> <ul style="list-style-type: none"> <li>• How will we define "mobile food vendors"? Will this be limited to food trucks, or will we allow trailers?</li> <li>• Will we have a single license type, or will we have multiple?</li> <li>• How will we address traditional ice cream trucks?</li> <li>• Will we have an exception for "minor businesses" such as children's lemonade stands?</li> <li>• Will we allow both "hot" and "cold" food service?</li> <li>• Will we limit the hours of operation?</li> <li>• How will this ordinance account for the Colorado Cottage Foods Act?</li> <li>• How will this impact the rest of the Severance Municipal Code?</li> <li>• Where will we allow food vendors to operate?</li> <li>• Will we require specific site approval by Town staff?</li> <li>• Will we allow exceptions for active construction sites?</li> <li>• Will we require a buffer between mobile vendors and existing restaurants, schools, or parks?</li> <li>• How will this ordinance impact special events permits?</li> <li>• Must vendor signage comply with existing sign regulations for traditional businesses?</li> <li>• What kind of insurance will we require?</li> <li>• What kind of penalties will we impose?</li> </ul>		

**PUBLIC SUPPORT/CONCERN**

None.

**ANALYSIS AND RECOMMENDATION**

None.

**MATERIALS SUBMITTED**

The following materials were submitted and included in this packet:

1. Food Truck Ordinance Framework



## SEVERANCE FOOD TRUCK ORDINANCE

### EXECUTIVE SUMMARY

The Severance Municipal Code currently lacks meaningful regulations for food trucks. At this stage in the drafting process, we are concerned with general guidance regarding how the Town should approach food truck regulations. The Council should consider whether this is something the Town should encourage or whether it requires strict regulation. The Severance ordinance should consider existing state laws, such as HB25-1295 and the Colorado Cottage Foods Act, which are discussed in more detail below. A sample ordinance framework is provided in the final section, and I recommend that the Council focus attention there. The Town will draft the food truck ordinance based on the Council's feedback. This ordinance will specifically address mobile food vendors. We can address retail vendors in another ordinance.

### EXISTING SEVERANCE ORDINANCES

The Severance Municipal Code does not address food trucks in a significant way. It mentions food trucks in Chapter 8, Article 1, the Model Traffic Code. This language broadly defines a "food truck" as "a motorized or towed, self-contained, readily movable vehicle, that is designed and equipped to prepare and sell beverages and/or food to the general public while parked in a fixed location." It prohibits food trucks from conducting business on any public street or right-of-way within the town, except for activity connected to special event permits. This also prohibits moving the vehicle within the right-of-way to cure the violation.

Chapter 6, Article 1 of the Severance Municipal Code covers business licenses. This ordinance applies to those not operating at a fixed location, but it does not specifically address mobile food vendors.

Chapter 6, Article 4 of the Severance Municipal Code covers special events permits, but it does not specifically address commercial activity or vendors at these events.

## **APPLICABLE STATE LAWS**

[HB25-1295](#) became effective on January 1, 2026. This bill allows food truck vendors to obtain a single food safety license from the Colorado Department of Public Health & Environment and a single fire safety permit. The documents are then reciprocal with all municipalities across the state. Previously, vendors were required to obtain separate inspections (both food safety and fire) for each municipality or county.

[CDPHE](#) establishes state-wide food safety rules. Individual counties and municipalities can perform their own food safety inspection. The Weld County Department of Public Health and Environment conducts local food safety inspections of vendor vehicles.

[The Fire Marshals Association of Colorado](#) collaborates with local fire marshals across the state to promote consistency in fire and life safety inspections. [Windsor Severance Fire Rescue](#) offers local mobile food truck permits.

The [Colorado Cottage Foods Act](#) was passed in 2012, and it allows home kitchen producers to sell certain foods directly to consumers without licensing or inspections. The covered foods are non-potentially hazardous, meaning they are shelf-stable and do not require refrigeration for food safety. Covered foods include pickled fruits and vegetables, dry spices, dry teas, dehydrated produce, honey, jams, candies, tortillas, eggs, baked goods, and freeze-dried produce. Meat products are specifically excluded. However, [HB26-1033](#) is currently under consideration to expand the Cottage Foods Act to allow refrigerated foods, including meat products. The bill would also remove the net revenue cap for each eligible food product (currently \$10,000 per calendar year).

Vendors must also register the vehicle with a county Motor Vehicle Department and maintain valid insurance.

## **INITIAL ORDINANCE FRAMEWORK**

Below is a recommended framework for the mobile food vendor ordinance. Each subsection includes a summary of the relevant issues to consider. This will help us draft an ordinance that better aligns with the Council's goals.

### **§10. Purpose and Legislative Intent.**

- Summarize the Town's goals regarding mobile food vendors.
- Limits regulation to mobile food vendors, but it excludes "pop-up" retail vendors.

- Nothing will limit the Town’s authority to regulate zoning or other standards.

**§20. Definitions.**

- How many categories of food vendors do we create? Should we have a single category, or should we include pushcarts, neighborhood vendors, and temporary food stands?
- Should we include a “minor business” exception for child businesses?
- We should define Commissary and Commissary-Prepared Food to align with other Colorado laws.
- Refer to special events permits in Chapter 6, Article 4 of the Severance Municipal Code.
- We should define Cottage Food Vendors operating under the Colorado Cottage Foods Act.
- We should define Open Restaurants and Schools if we include a buffer for these entities.

**§30. Reciprocal Food Safety and Fire Safety Credentials.**

- Address HB25-1295 and the new credential reciprocity.
- Address the Cottage Foods Act exception.
- Explain the relationship with state-law commissaries for food preparation.
- Vendors operating under reciprocal credentials or under the Cottage Foods Act must comply with Severance’s regulations.

**§40. Mobile food vendor license required.**

- No business may operate as a mobile food vendor in Severance without a current license.
- Establish a single, annual license that covers all locations within Severance for a single commercial enterprise. Vendors are not required to obtain a separate Severance business license.
- Describe the application. Which department will be responsible?
- License renewal is treated as a new application, and prior violations are considered.
- Mobile food vendors operating under this ordinance are not considered solicitors or canvassers.

#### **§50. Special Event Vendor Permit.**

- Do we prohibit multiple vendors from operating at any time at a single location? Should these require a Special Events Permit?
- Are vendors operating under a valid special events permit required to obtain a mobile food vendor license, or does the special event permit cover these vendors?

#### **§60. Permitted Locations.**

- How do we address vendors on private property? Do we require written consent from the property owner?
- How do we address vendors on the public right-of-way or on public property?
- Do we limit vendors to certain areas within Severance? Are certain vendors allowed in residential zones (example: ice cream trucks)?
- Do we allow an exception for active construction sites?
- Does relocating cure the violation?

#### **§70. Operational Standards.**

- Do we require a buffer from existing restaurants?
- Do we require a buffer from schools?
- Do we limit hours of operation, and do those differ based on the area?
- We should include some anti-permanency language. Will this include private property? If not, is this a way to avoid existing zoning regulations?
- Signage must comply with existing signage regulations.
- Prohibited acts: no alcohol service, no overnight storage, no patron furnishings, etc.
- Vendors must comply with all other town ordinances and state and federal laws.

#### **§80. Insurance Requirements.**

- Do we require different insurance limits for activity on private property than on public property? What are those requirements?
- Lapse in coverage is grounds for license suspension.

#### **§90. Relationship to Other Code Provisions.**

- To the extent that any other provision of the Severance Municipal Code conflicts with this ordinance, this ordinance will control.
- Location requirements in §60 of this ordinance operate alongside with, and do not override, Severance's Land Use Code.
- Relocating within the right-of-way does not cure the violation.

**§100. Enforcement, Suspension, and Revocation.**

- Administrative penalty is separate and in addition to non-criminal citations.
- Operating without a valid license is a non-criminal citation. Each day of violation, and each location constitutes a separate offense.
- Should we consider a graduated penalty?
- License may be suspended for material misrepresentation on the application.
- Immediate suspension (pending corrective action) for any violation of food safety, fire safety, or imminent risk of harm.
- Should the town impound vendor equipment for noncompliance or if left abandoned on the public right-of-way?

**§110. Appeals.**

- All administrative appeals to the Town Manager or designee.
- Appeal must be filed within 10 days of the adverse action.
- Town Manager's decision is final.



**NATIONAL PUBLIC WORKS WEEK  
MAY 17 – 23, 2026**

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

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

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

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

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

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

**IN WITNESS WHERE OF**, I have hereto set my hand and caused the seal of the Town of Severance, Colorado to be affixed this 12th day of May, 2026.

[ Seal ]

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Matthew Fries, Mayor



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

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**WORK SESSION & MEETING MINUTES**  
**Tuesday, April 28, 2026, at 5:00 PM**

**Mayor:** Matthew Fries  
**Mayor Pro-tem:** Brittany Vandermark  
**Council Members:** David Bruen  
Craig Joseph  
Stephen Gagliardi  
Karen Hessler  
Josh Ochs  
**Audience:** Clearview Library Director Erica Rose, Nicole Fritz, Jenna Mills, Severance Chamber Representatives: Lisa Myklak, Gary Martin, Deborah Maresca  
**Staff:** Nicholas Wharton, Town Manager  
Sarah Jacobsen, Town Clerk  
Ken Chavez, Police Chief  
Andrew Rogers, Town Attorney

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

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

**1. Pg. 4 - Council Member Petition Policy**

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

**1. Roll Call**

Present:

Mayor Matthew Fries, Mayor Pro Tem Brittany Vandermark, Council Member David Bruen, Council Member Craig Joseph, Council Member Karen Hessler, Council Member Josh Ochs

Absent:

Council Member Stephen Gagliardi

**2. Pledge of Allegiance**

**3. Proclamation**

- a. **Pg. 6 - Mental Health Month**
- b. **Pg. 7 - National Police Week**
- c. **Pg. 8 - Professional Municipal Clerks Week**
- d. **Pg. 9 - Small Business Week**

**4. Pg. 10 - Arbor Day Winners**

**5. Agenda Review by Town Manager**

**6. Consent Calendar**

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

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

**MOTION PASSED**

- a. **Pg. 11 - Town Council Meeting Minutes 4.14.26**
- b. **Pg. 15 - March 2026 Financial Statements**
- c. **Pg. 56 - March 2026 Payables**

**7. Approval of Agenda**

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

**MOTION PASSED**

**8. 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.*

## 9. Council Member Comments

## 10. Reports

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

a. Town Attorney

b. Town Staff

c. Town Management

Town Manager Nicholas Wharton informed the Town Council that there are no meeting items for May 26th, 2026, and asked if the Council would like to cancel the meeting. The Town Council agreed to cancel the May 26, 2026, meeting. Also, the June 23, 2026, meeting will be canceled due to the Town Council attending the annual Colorado Municipal League conference in Westminster.

d. Council Members Liaisons

e. Mayor

## C. TOWN COUNCIL

### 1. Pg. 98 - Clearview Library Presentation

- Discussion
- Staff Presentation: Nicholas Wharton, Town Manager  
Clearview Library Director Erica Rose presented to Council statistics and library use data.

### 2. Pg. 104 - Resolution 2026-06R: A Resolution of the Town Council of the Town of Severance, Colorado, approving an Intergovernmental Agreement between the Town of Severance, Colorado, and the City of Thornton, Colorado, for an Emergency Raw Water Interconnection

- Legislative
- Staff Presentation: Shani Porter, Planning Director  
Town Attorney Andrew Rogers presented the item and answered questions.

**MOTION WAS MADE BY Council Member Hessler**, seconded by Mayor Pro-tem Vandermark to Approve Resolution 2026-06R: A Resolution of the Town Council of the Town of Severance, Colorado, approving an Intergovernmental Agreement between the Town of Severance, Colorado, and the City of Thornton, Colorado, for an Emergency Raw Water Interconnection. All Council Members present voting Yes.

**MOTION PASSED**

**D. COUNCIL MEMBER PETITIONS**

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

**E. ADJOURN**

Adjourned into Executive Session at 7:00 p.m.

**F. EXECUTIVE SESSION**

- 1. **Considering the purchase, acquisition, lease, transfer, or sale of any real, personal, or other property interest, pursuant to §24-6-402(4)(a), C.R.S., with regard to certain property in downtown Severance.**

**MOTION WAS MADE BY Council Member Bruen**, seconded by Mayor Pro-tem Vandermark to ADJOURN INTO Considering the purchase, acquisition, lease, transfer, or sale of any real, personal, or other property interest, pursuant to §24-6-402(4)(a), C.R.S., with regard to certain property in downtown Severance. All Council Members present voting Yes.

**MOTION PASSED**

- 2. **Concerning the purchase, acquisition, lease, transfer, or sale of any real, personal, or other property interest, pursuant to C.R.S. §24-6-402(4)(a), and for the purpose of 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)(e)(I), and conferences with Town Attorney for the purposes of receiving legal advice on specific legal questions, pursuant to C.R.S. §26-6-402(4)(b), with regard to the Wastewater Treatment Service Agreement with the Town of Windsor**

**MOTION WAS MADE BY Mayor Pro-tem Vandermark**, seconded by Council Member Hessler to ADJOURN INTO Concerning the purchase, acquisition, lease, transfer, or sale of any real, personal, or other property interest, pursuant to C.R.S. §24-6-402(4)(a), and for the purpose of 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)(e)(I), and conferences with Town Attorney for the purposes of receiving legal advice on specific legal questions, pursuant to C.R.S. §26-6-402(4)(b), with regard to the Wastewater Treatment Service Agreement with the Town of Windsor. All Council Members present voting Yes.

**MOTION PASSED**

TOWN OF SEVERANCE

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Matthew Fries, Mayor

ATTEST

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Sarah Jacobsen, Town Clerk



## AGENDA ITEM SUMMARY

AGENDA ITEM	SUBMITTED BY	PRESENTED BY
Pg. 15 - Resolution 2026-13R: A Resolution of the Town Council of the Town of Severance, Colorado, amending the Code of Conduct and Ethics in accordance with section 3.06 of the Home Rule Charter	Andrew Rogers, Town Attorney	Town Attorney Andrew Rogers
<b>ACTION REQUESTED</b>		
Staff is asking for the Town Council to approve on consent.		<b><u>Resolution Attorney Approved</u></b>
<b>BRIEF SUMMARY</b>		
This Resolution was approved at the Town Council meeting on April 14, 2026, and had a minor error in the Resolution number. The only change is that the Resolution number has been updated from 2026-12R to the corrected Resolution 2026-13R. All of the supporting documents are the previously approved Code of Conduct and Ethics.		
<b>PUBLIC SUPPORT/CONCERN</b>		
None at this time.		
<b>ANALYSIS AND RECOMMENDATION</b>		
Staff is asking for the Town Council to approve on consent.		
<b>MATERIALS SUBMITTED</b>		
<p>The following materials were submitted and included in this packet:</p> <ol style="list-style-type: none"> <li>1. Res 2026-13R - Res to Adopt Revised Code of Ethics</li> <li>2. Code of Conduct and Ethics - 2026 Council Approved</li> </ol>		

**TOWN OF SEVERANCE  
RESOLUTION NO. 2026-13R**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SEVERANCE,  
COLORADO, AMENDING THE CODE OF CONDUCT AND ETHICS IN  
ACCORDANCE WITH SECTION 3.06 OF THE HOME RULE CHARTER**

**WHEREAS**, the Town of Severance (the “Town”) is a Colorado home rule municipality organized under the Town Home Rule Charter (the “Charter”); and

**WHEREAS**, section 3.06 of the Charter provides that the Town Council for the Town of Severance (the “Council”) “shall adopt by resolution or ordinance a Code of Conduct and Ethics (the “Code”), which shall address Council conflicts of interest and behavior;”

**WHEREAS**, on February 24, 2026, the Council met to discuss updates to the Code to address the hearing process, eliminating the hearing officer, encouraging participation by members accused of misconduct, and generally clarifying the responsibilities of individual Council members as opposed to the responsibilities of the entire Council; and

**WHEREAS**, on March 10, 2026, the Council met to discuss a possible social media policy for the Council; and

**WHEREAS**, at the direction of the Council, the Town Attorney incorporated the requested provisions into an updated and revised Code, a copy of the revised Code of Conduct and Ethics is incorporated herein and attached hereto as **Exhibit A**; and

**WHEREAS**, the revised Code includes various general updates, new definitions in §4, a robust description of the Council’s fiduciary duty in §5, an updated §6.A Confidential information, a new §6.H Representing the Council, a new §6.I Limited authority, a new §6.J Duty to uphold official actions, a new §6.K Social Media, a new §6.N Obligation to cooperate with investigation, and an expanded §9 Advisory Opinions, a revised §10 Enforcement, and the addition of §12 and §13 as grounds for misconduct; and

**WHEREAS**, the Council has reviewed and considered the amended Code and finds that the updates and revisions meet the requirements of the Charter and, further, that the new provisions will serve the purposes of fostering public trust and promoting public confidence in the integrity of the Town government, ensuring that government decisions and policy are made in proper channels of the government structure, and by prohibiting the use of public office for private gain; and

**WHEREAS**, the Council desires to adopt the attached Code, as amended, in accordance with §3.06 of the Charter.

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

**Section 1.** The Council hereby adopts the amended Code of Conduct and Ethics, in the form attached to this resolution and incorporated herein by this reference.

**Section 2.** The amended Code of Conduct and Ethics shall replace all previous versions of the Code of Conduct and Ethics.

**RESOLVED AND APPROVED THIS 12<sup>TH</sup> DAY OF MAY 2026.**

TOWN OF SEVERANCE, COLORADO

\_\_\_\_\_  
Matthew Fries, Mayor

ATTEST

\_\_\_\_\_  
Sarah Jacobsen, Town Clerk

## CODE OF CONDUCT AND ETHICS<sup>1</sup>

### 1. Intent.

This Code of Conduct and Ethics (“Ethics Code”) is adopted in accordance with Section 3.06 of the Home Rule Charter for the Town of Severance (the “Charter”) and is intended to govern the conduct of elected and appointed officials of the Town with respect to conflicts of interest and the performance of their official duties on behalf of the Town and its residents.

### 2. Purpose.

- A. The Town Council recognizes that the holding of public office is a public trust and that public officials have a Fiduciary Duty to carry out the responsibilities of their office for the benefit of the Town. The Town Council finds that ethical standards among its members and the members of the Town’s boards and commissions are essential to the public affairs of the Town. In pursuit of such goals, the Town Council adopts the following rules, regulations, standards, and procedures as set forth in this Ethics Code.
- B. The purposes of this Ethics Code are to foster public trust and promote public confidence in the integrity of the Town government, and to provide guidance in the event of conflicts of interest to members of the Town Council and to the boards and commissions operating on behalf of the Town. This Ethics Code is further intended to foster public trust by ensuring that government decisions and policies are made through proper channels within the government structure and by prohibiting the use of public office for private gain.
- C. This Ethics Code establishes guidelines for standards of conduct by setting forth those acts or actions that are incompatible with the best interests of the Town; by directing disclosure of private, financial, or other substantial interests in matters affecting the Town; and by imposing appropriate sanctions upon elected or appointed officials who violate the provisions of this Ethics Code.
- D. While it is critical that elected and appointed officials of the Town follow both the letter and spirit of this Ethics Code, it is equally important that they strive to avoid situations that may create public perceptions of violations of this Ethics Code. Perceptions of such violations can have the same negative impact on public trust as actual violations.

### 3. Scope of coverage.

The provisions of this Ethics Code shall apply to all members of the Town Council and all appointed members of the Town's Boards.

### 4. Definitions.

As used in this Ethics Code, the following terms shall have the following meanings, except where the context clearly requires a different meaning:

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<sup>1</sup> Adopted Feb. 22, 2022, Res. 2022-08R; amended March 22, 2022, Res. 2022-15R (adding § 12); amended January 10, 2023, Res. 2023-01R (adding § 13); amended April 14, 2026, Res. 2026-12R (expanding §5, §6.A, §9, §10; adding §6.H, §6.I, §6.J, §6.K, §6.N).

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"Accused" means a Council member or Board member who is the subject of a verified complaint as described in section 10 below.

"Appear on behalf of" means to act as a witness, advocate, or expert, or otherwise to support the position of another person.

"Board" means the Town planning commission, the Town tree board, and any other appointed board or commission, including advisory and appeal boards, created by ordinance of the Town Council or as set forth in the Town Charter or Town Code.

"Board member" means an appointed regular or alternate member of a Town board.

"Business" means any corporation, limited liability company, trust, partnership, association, sole proprietorship, firm, venture, or other legal entity carrying on a business, whether or not operated for profit.

"Confidential Information" means any information that is not available to the general public or is deemed confidential in accordance with local, state or federal law, and which is obtained by reason of a Council member's or Board member's status as a member of the Council or Board, or under any other circumstances by which a reasonable person could anticipate that such information not be disclosed. Information discussed in an executive session and in an advisory opinion issued by the Town Attorney is Confidential Information. However, information otherwise available to the general public does not become "confidential" merely because it was discussed in an executive session or in an advisory opinion.

"Conflict of Interest" means a Financial Interest or personal interest of the Council or Board member or of any relative of such member that interferes with or influences or may interfere with or influence the conduct of the duties or the exercise of the powers of the Council or Board member on behalf of the Town. The term "Conflict of Interest" includes the restrictions set forth in Section 6 of this Ethics Code.

"Contract" means an arrangement or agreement, including the bidding or negotiation process therefor, pursuant to which any land, goods, materials, services, or other thing of value is to be furnished to the Town for a valuable consideration to be paid by the Town or is to be sold or transferred by the Town, provided the amount involved is more than one hundred dollars. The term "contract" shall include any subcontract thereof.

"Council" means the Town Council of the Town of Severance.

"Council member" means a member of the Town Council of the Town of Severance, including the Mayor.

"Day" means working days. "Day" does not mean calendar days.

"Fiduciary Duty" means the common definition generally under Colorado law and specifically Title 24, Article 18, Part 1 of the Colorado Revised Statutes. This is one of the highest duties recognized by law, reflecting the significant trust and confidence a beneficiary places in the fiduciary. A fiduciary must act in the utmost good faith and in the best interest of their beneficiary.

"Financial Interest" means a pecuniary, property, or commercial interest or any other interest, the primary significance of which is economic gain or the avoidance of economic loss, held by a Council or Board member or his or her relative. A "Financial Interest" includes, without limitation:

1. An ownership interest in a business, including ownership of securities of a corporation, or of any beneficial interest in a business;
2. A creditor interest in an insolvent business;
3. Employment or a prospective employment for which negotiations have begun, or a contractual relationship that directly relates to a matter under consideration;

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4. An ownership interest in real or personal property;
  5. A loan or any other debtor interest; or
  6. A position as a director, manager, or officer in a business.

However, the term "Financial Interest" shall not include any matter involving the common public good or necessity, or any matter in which a similar benefit is conferred to all persons or property similarly situated.

"Matter" or "matters" includes, without limitation, any contract, any sale, lease, or purchase of an interest in land, goods, materials, supplies, or services, and any processing or granting of a development right, license, permit, application, inspection, or administrative approval.

"Misconduct" means an allegation that an Accused has violated the terms of this Ethics Code or the Charter, as amended, which is contained in a verified complaint. Misconduct can include a finding by the Council that an Accused has violated the terms of this Ethics Code or the Charter, after an investigation and hearing. Misconduct does not include an act by an Accused that occurred before the Accused was elected as a Council member or appointed as a Board member. However, disclosure of Confidential Information by an individual Council or Board member after leaving office may constitute an act of Misconduct. Failure by an Accused to participate in the Misconduct investigation process can, by itself, constitute an act of Misconduct. An investigation of Misconduct or a finding of Misconduct by the Council is intended as an internal process to maintain the ethical, professional, and fiduciary standards expected by the Town and its residents. It is in no way intended to prevent, interfere with, or limit any criminal investigation or prosecution for Official Misconduct as defined in §18-8-404, 405, C.R.S., or any other applicable crime.

"Official Act" or "Official Action" means any vote, decision, discussion, determination, recommendation, approval, disapproval, or other action, including inaction, of any individual Council member or Board member or that of the Town Council or of any Board of the Town. This includes any motion, position, resolution, ordinance, or other formal action by the Council or Board on the record during a meeting. This definition does not include the personal, individual opinion that an individual Council member or Board member may have regarding the Official Action taken by the Council or Board as a whole.

"Pending" means those matters before the Town for an Official Act or Official Action. Such matters shall not be considered "pending" if no application or request for such Official Act or Official Action has been filed with or received by the Town.

"Person" means any individual, corporation, government, or governmental subdivision or agency, business trust, estate, trust, limited liability company, partnership, association, or other legal entity.

"Personal interest" shall mean a direct or indirect interest, not shared by the general public, having value peculiar to a particular Council or Board member, whether or not the value is related to monetary, financial, commercial, or property matters, which value may accrue to such Council or Board member or result in such Council or Board member deriving or potentially deriving a personal benefit as a result of the approval or denial of any ordinance, resolution, order, or other Official Action, or the performance or nonperformance thereof, by the Town. Personal interest does not include any matter in which a similar benefit is conferred to all persons or property similarly situated to that of the Council or Board member.

"Relative" means a Council or Board member's spouse, domestic partner, child, parent, brother, sister, any dependent, or any person assuming a relationship being the substantial equivalent of those listed herein. "Domestic partner" shall mean an unmarried adult, unrelated by blood, with whom an unmarried Council or Board member has an exclusive, committed relationship, maintains a mutual residence, and shares basic living expenses.

"Staff Member", "Staff Members", or "Town Staff" means any employee of the Town, including the Town

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Manager, the Town Attorney, the Town Municipal Judge, the Town Prosecutor, and contract consultants performing services for the Town. Council members and Board members are not considered Staff Members unless, in addition to their position on the Council or on a Board, they are directly employed by the Town.

“Social Media” means internet-based applications and websites that enable users to create, share, and exchange content, ideas, and messages within visual communication networks. Common examples of social media include, but are not limited to, Facebook, Instagram, Snapchat, TikTok, Nextdoor, X (formerly Twitter), LinkedIn, and Reddit.

“Town” means the Town of Severance, Colorado, a Colorado home rule municipal corporation. However, “Town” shall not include the Town Council, Town Boards, individual Council members, or individual Board members.

## **5. General duties.**

All Council and Board members have a duty to use their public positions to contribute to the public good. This Ethics Code shall not prevent such persons from acting in any manner consistent with their official duties or from providing assistance or public services to anyone who is entitled to them. All Council and Board members, however, also have a Fiduciary Duty to the Town. Council and Board members must be mindful that the appearance of impropriety can be as corrosive of public confidence as an actual impropriety and must strive to avoid situations that may create an appearance of impropriety.

This Code of Ethics recognizes that holding public office is a public trust, created by the confidence the electorate places in the integrity of local elected and appointed officials. Local elected and appointed officials owe a Fiduciary Duty to the residents of the Town of Severance. Should an official's conduct depart from their Fiduciary Duty, they may be subject to Misconduct under this Code of Ethics as well as potential criminal charges. The Fiduciary Duty is a general duty encompassing the duty of loyalty, duty of care, duty of impartiality, and duty of disclosure.

The duty of loyalty requires the public official to act solely in the public's best interest and to value the public interest above all else. This means the public official must avoid actions that would personally benefit the public official, would benefit any party other than the public, or would harm the public. Examples of the duty of loyalty include using Confidential Information for personal financial gain or accepting gifts that could influence the public official's decision.

The duty of care requires the public official to exercise reasonable diligence, skill, and prudence in the performance of their official duties. This requires public officials to make informed decisions, consider the consequences of their actions, and act in the public's best interest. A public official who makes well-reasoned, informed decisions that ultimately prove unwise has not necessarily violated their duty of care. A public official who acts carelessly, without adequate information, or without reasonable care has likely violated this duty. Examples of the duty of care include failing to adequately research or consider the consequences of a policy and using public funds in an excessive or wasteful manner.

The duty of impartiality means public officials must avoid bias in their decision-making. Public officials must act fairly and equitably. They must serve the interests of the entire community, not just those of specific individuals or groups. Examples of the duty to act impartially include favoring a particular contractor without a legitimate reason or making decisions that disproportionately benefit a specific neighborhood over the entire Town.

The duty of disclosure means public officials must disclose all material information in a full, fair, open, and honest way. In this context, material information is any information that might reasonably affect the public's interest or impact the public official's decision. This also requires public officials to disclose

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potential Conflicts of Interest and to protect Confidential Information. An example of the duty of disclosure is that a government official serving on the board of a nonprofit organization must publicly disclose their relationship with the nonprofit before voting on matters that affect the nonprofit.

## **6. Rules of conduct for Council members and Board members.**

### **A. Confidential Information.**

1. No Council or Board member may disclose to third parties any Confidential Information unless authorized to do so by a two-thirds vote of the applicable Council members and Board members in office, except as required by law.
2. No Council or Board member may waive any confidence or privilege of the Council or the Board unless authorized to do so by a two-thirds vote of the applicable Council or Board members in office, except as required by law.
3. Any information discussed in an executive session is Confidential Information and protected by privilege. No individual Council or Board member may attempt to record an executive session, except that individual Council and Board members may take notes during an executive session for their personal recollection to assist with their Fiduciary Duty to the Town. Except as authorized under subsection 6.A or by an order from a court of competent jurisdiction, disclosure of information discussed in an executive session or contained in an advisory opinion may be grounds for Misconduct. Notwithstanding the rest of this subsection, information otherwise available to the public does not become confidential merely because it was discussed in an executive session or in an advisory opinion.
4. The obligations and requirements of this subsection 6.A. continue to apply to Council members and Board members after leaving office.
5. Whether or not it shall involve disclosure, no Council or Board member shall use or permit the use of any Confidential Information to advance his or her personal or Financial Interest or those of any other person, unless such information is available to the public at large.

### **B. Gifts.** No Council or Board member may solicit or accept from any person or entity a present or future gift, favor, loan, service, honorarium, or thing of value, whose cumulative value is more than sixty-five dollars (\$65) per annum, or of any value whatsoever under circumstances that would lead a reasonable person to believe that such gift, favor, loan, service, honorarium, or thing of value was made or given primarily for the purpose of influencing or attempting to influence such Council or Board member in connection with an Official Act, or as a reward for Official Action he or she has previously taken. This prohibition shall not apply to:

1. Campaign contributions and contributions in kind reported in full compliance with the Colorado Fair Campaign Practices Act.
2. Admission and reasonable expenses for attendance at conferences, meetings, seminars, training sessions, cultural events, award ceremonies, or conventions related to or in connection with Town business.
3. Acceptance of food and refreshment at conferences, meetings, seminars, training sessions, luncheon and dinner meetings, special occasions, and other instances in conjunction with Town business.
4. An unsolicited item of trivial value less than fifty dollars (\$50), such as a pen, calendar, plant, book, note pad, or other similar item, or an unsolicited token or award of appreciation in the

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- form of a plaque, trophy, desk item, wall memento, or similar item.
5. A gift given by an individual who is a relative or personal friend of the recipient on a special occasion.
  6. Payment of salary from employment, including other government employment, in addition to any that may be earned from being a Council or Board member, and reimbursement of necessary and reasonable expenses directly related to such employment.
- C. *Conflict of Interest.* No Council or Board member may participate in any discussion of, or take any Official Action on, any matter in relation to which the Council or Board member has a Conflict of Interest, as provided in Section 7 of this Ethics Code. In addition, a Council or Board member must not perform an Official Act that directly and substantially affects to its economic benefit a business or other undertaking in which such Council or Board member has a substantial personal or financial interest, or that directly and substantially affects to its economic detriment any business or other undertaking when such Council or Board member has a substantial personal or Financial Interest in a competing business or undertaking.
- D. *Appearances before Council and Boards.* No Council or Board member may appear on behalf of a private party before the Council or Board, unless otherwise permitted by the Town Code, except that any Council member or Board member may appear before the Council or any board to address that Council or Board member's own personal interest. Nothing in this subsection shall preclude a Council or Board member, in the same manner and under the same circumstances as any other person, from appearing before the Council or any board on an application of the Council or Board member for a permit, license, or other approval of the Council or Board required by law.
- E. *Civil litigation.* No Council or Board member may appear on behalf of or represent any private interests, other than the Council member's or Board member's own interest, against the interests of the Town in any civil litigation to which the Town is or may become a party, unless the consent of the Council or applicable board is first obtained, except that any Council or Board member may testify under oath if subpoenaed.
- F. *Service on other governmental entities or associations.* A Council or Board member may serve on a board of another governmental entity or association as long as the Council or Board member (1) first requests the consent of the Council to apply for, run for, or seek appointment to the board of the other governmental entity or association and a majority of the Council members in office approve the request, (2) does not receive any personal pecuniary benefit from such service, other than reimbursement for expenses directly related to such service, (3) explicitly discloses such service through a conflict-of-interest disclosure as to type of position, compensation, and role, to be kept on file with the Town and with the other governmental entity, (4) discloses a conflict and recuses themselves from an Official Act of the Council or Board that may directly or substantially affect the other governmental entity or association, and (5) discloses a conflict and recuses themselves from an Official Act of the other governmental entity or association that may directly or substantially affect the Town.
- G. *Personal benefit.* No Council or Board member may use any Town property, equipment, or employee services for personal or private purposes, gain, or advantage except in the same manner and under the same circumstances as any other person who is not a Council member or Board member of the Town.
- H. *Representing the Council.* Individual Council and Board members shall not represent, imply, or otherwise suggest that they are speaking on behalf of the Council or Board unless expressly authorized by a formal action of the Council or Board. When speaking about Town matters,
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individual members must clearly distinguish their personal views and opinions from those adopted or expressed by the Council or Board. Individual members may, to the best of their ability, accurately summarize or repeat Official Actions by the Council, including actions by the Town. Authority to represent the Council or Board may be granted only through an official resolution passed by the Council or Board, which clearly defines the scope, limitations, and subject matter of the approved authority. Nothing in this subsection is intended to restrict or otherwise limit an individual Council member's or Board member's rights to the freedom of speech under the First Amendment of the United States Constitution or Article 2, Section 10 of the Colorado Constitution.

- I. *Limited authority.* Individual members have no independent authority to bind the Council. No individual Council member or Board member may make any promise, provide any assurance, or enter into any agreement or commitment that may bind the Council or the Town. Similarly, no individual Council member or Board member may make any promise, provide any assurance, or otherwise suggest that they know how the Council will vote on any Official Act. Authority to represent and bind the Council or Board may be granted only through an official resolution passed by the Council or Board, which clearly defines the scope, limitations, and subject matter of the approved authority. Individual Council members and Board members must take reasonable steps to prevent misunderstandings about their limited authority whenever they interact with the public, outside organizations, or other governmental bodies.
- J. *Duty to uphold Official Actions.* When the Council takes an Official Action, each individual Council member or Board member owes a duty to the entire Council or Board to uphold the Official Action. Individual members retain the ability to disagree with the Council or Board Official Action, and they maintain their individual Constitutional rights to speak freely concerning such Official Action. However, individual Council or Board members must not contradict or undermine the Official Action in any manner that suggests or implies that the Council or Board holds a different or contrary view.
- K. *Social Media.* The Town's image as a professional organization is critical to maintaining the respect of its constituents. Official Town, Council, or Board Social Media accounts shall be operated and maintained by Town Staff. Individual Council members and Board members may choose to maintain personal Social Media accounts. Personal accounts should include the following disclaimer: "The opinions expressed are my own and do not necessarily reflect those of the Severance Town Council or the Town of Severance." Although the Town recognizes that individual Council members and Board members may choose to express themselves by posting personal information on Social Media platforms or by making comments on Social Media sites hosted by other people, groups, or organizations, this right of expression should not interfere with the operation of the Town. Individual Council members and Board members should not personally criticize or make personal attacks on other Council members, Board members, Staff Members, or members of the public. Nothing in this subsection is intended to restrict or otherwise limit an individual Council member's or Board member's rights to the freedom of speech under the First Amendment of the United States Constitution or Article 2, Section 10 of the Colorado Constitution.
- L. *Special consideration.* No Council or Board member may request from or grant to any person any special consideration, treatment, or advantage beyond that which is available to every other person in similar circumstances or need.
- M. *Voting on matters involving one's own conduct.* No Council member or Board member may take any Official Action or vote on any question concerning the member's own conduct.
- N. *Obligation to cooperate with the investigation.* As part of their Fiduciary Duty to the Town and its residents, all Council members and Board members owe an ongoing duty to cooperate with any

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investigation of Misconduct under §10 below. Such obligation shall continue even after Council members and Board members leave office, except as described in §10(K) (Resignation in lieu of Hearing) below. Failure to cooperate with such an investigation is itself a violation of this Ethics Code and may subject the Accused to sanctions as described in §10 below. This includes failure of an Accused to timely respond to a special investigator regarding a certified complaint.

- O. *Other conduct.* It shall be a violation of this Code of Conduct for any Council member or Board member to engage in other conduct which threatens the public confidence in the integrity of the Town government, including but not limited to illegal conduct, conduct which puts self-interest before public interest, willful or persistent failure to perform his or her duties, engaging in any form of harassment or unlawful discrimination, or any other conduct involving dereliction of duties.

## **7. Conflict of interest—Disclosure; Recusal.**

- A. No Council or Board member may vote on any matter if the member has a Conflict of Interest as defined above. If a Council or Board member has a Conflict of Interest in any matter proposed or pending before the Council or Board, of which he or she is a member, the member shall disclose the Conflict of Interest in a public meeting and shall not vote, participate in, or take any Official Action on the matter.
- B. If any Council or Board member is aware that he or she could reasonably be perceived as having such a Conflict of Interest or is unsure of the existence of such a conflict, the member shall nevertheless disclose the possibility of such Conflict of Interest to the Council or Board. The member may request an advisory opinion pursuant to Section 9 of this Ethics Code. If the Town Attorney determines that such member has a Conflict of Interest, the member shall disclose such Conflict of Interest to the relevant Council or Board and shall not vote, participate in, or take any Official Action on the matter.
- C. A Council or Board member with a Conflict of Interest shall physically remove himself or herself from the room in which the Council or Board is meeting and shall refrain from attempting to influence the decisions of the other members of the Council or Board of which the person is a member. The conflicted member shall exit the room before any discussion by the Council or Board related to the conflicted matter. No vote shall be recorded for a Council or Board member who refrains from voting due to a Conflict of Interest. After the Council or Board has completed consideration of the matter, the member may return and resume his or her duties as a member of the Council or Board.
- D. A Council or Board member who has a Conflict of Interest may vote notwithstanding the requirements and restrictions of this section, but only if his or her participation is necessary to obtain a quorum or otherwise enable the Council or Board to act. The conflicted Council or Board member must comply with the disclosure procedures in sections 7.A, 7.B, and 7.C before voting or otherwise participating in any discussion related to the conflicted matter.

## **8. Quasi-judicial decisions.**

- A. *Duty to remain impartial.* Each Council and Board member shall be and remain impartial when making any quasi-judicial decision. Any Council or Board member who cannot be impartial in making a quasi-judicial decision shall follow the disclosure and recusal procedures in Section 7 of this Ethics Code.
- B. *No investigation or ex parte communications.* No Council or Board member shall receive nor shall any Town employee or member of the public provide to any Council or Board member any substantive oral or written information, except for legal advice, regarding a matter which is pending before the Council

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or board on which the member sits, and which is the subject of a quasi-judicial hearing before the Council or board, outside of the quasi-judicial hearing process. The term "quasi-judicial hearing process" includes, but is not limited to, preparations necessary for such a hearing, including written staff reports, scheduling, agendas, proposed resolutions and ordinances, posting or publishing notice, and legal advice. The Town Attorney shall provide affected Council or Board members with advice on what constitutes a quasi-judicial decision.

- C. *Disclosure.* In the event a Council or Board member shall inadvertently or unintentionally receive any substantive oral or written information outside of the quasi-judicial hearing process, as prohibited in this section, the Council or Board member shall fully and completely disclose such substantive oral or written information received at the start of the quasi-judicial public hearing process. The Council or Board member shall comply with the requirements of this subsection by making such full and complete disclosure. Failure to make such full and complete disclosure shall be a violation of this section.

## **9. Advisory opinions.**

- A. The Town Attorney represents the Council and owes a Fiduciary Duty to the Council as a whole. The Town Attorney does not represent any individual Council member, nor is the Town Attorney able to provide legal advice to any individual Council member. The Town Attorney's Fiduciary Duty to the Council includes a duty to disclose full, accurate, and honest information to the Council. Therefore, the Town Attorney is unable to withhold relevant information from the Council to the benefit of any individual Council member. Nevertheless, an individual Council member may request an advisory opinion from the Town Attorney as provided in sections 7, 9, and 12. Any advisory opinion by the Town Attorney will be issued in writing to the relevant Council or Board, but no advisory opinion will be issued to an individual member.
- B. Any Council or Board member may request an advisory opinion from the Town Attorney regarding a legal question concerning any matter pending before the Council or Board for an Official Action, which is reasonably likely to come before the Council or Board for an Official Action within the next six (6) months, or a matter of general concern to the Council or the Town.
- C. An advisory opinion by the Town Attorney is Confidential Information in accordance with section 6.A above. Disclosure of an advisory opinion by an individual Council or Board member may qualify as an act of Misconduct. An individual Council or Board member does not have the authority to waive attorney/client privilege on behalf of the entire Council or Board.
- D. Any Council or Board member may request from the Town Attorney an advisory opinion whenever a question arises as to the applicability of this Ethics Code to a particular situation. In determining whether a Council or Board member has a Conflict of Interest, consideration may be given to the following:
1. The purposes and provisions of this Ethics Code;
  2. Whether the potential Conflict of Interest would impede independence of judgment;
  3. The effect of the member's participation on public confidence in the integrity of the Council or Board and of the Town government;
  4. Whether the member's participation is likely to have any significant effect on the ultimate disposition of the matter; and
  5. The member's Fiduciary Duty to the Town.

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- E. Should the Town Attorney at any time determine that he or she has a conflict of interest in carrying out the duties of this section, the Town Attorney shall request that the Town Council appoint special counsel to undertake such duties. A majority vote of the Council must engage special counsel, and his or her reasonable fees and expenses shall be paid by the Town.

## 10. Enforcement.

- A. *Council to enforce.* The Town Council shall have exclusive responsibility for the enforcement of Misconduct as to Council members and Board members. The Council shall have the power to investigate any complaint and to initiate any civil action on behalf of the Town where it believes such action is appropriate. If the Accused is a Council member, the procedures in Subsection 7.C. shall apply, except that the Accused Council member may participate as a party in a hearing on a complaint under this section. An investigation of Misconduct or a finding of Misconduct by the Council under this section is intended as an internal process to maintain the ethical, professional, and fiduciary standards expected by the Town and its residents. It is in no way intended to prevent, interfere with, or limit any criminal investigation or prosecution for Official Misconduct as defined in §18-8-404, 405, C.R.S., or any other applicable crimes.
- B. *Verified complaint.* Any person who believes that a Council member or Board member has committed an act of Misconduct and wishes to initiate proceedings on such alleged Misconduct shall file a written complaint with the Town Clerk, who shall forthwith forward the complaint to the Council. The Town Clerk shall, within ten days of receipt of a complaint, serve a copy of the complaint upon the Accused. The complaint must state in detail the facts of the alleged Misconduct, must specify the provisions of this Ethics Code or the Charter alleged to have been violated, and must contain a sworn or verified statement signed by the complainant and stating under penalty of perjury that the information in the complaint is true and accurate, and that the complaint is filed in good faith and not out of malice or any other improper motive or purpose. Any complaint that does not contain such a signed statement shall be returned forthwith to the complainant without action.
- C. *Dismissal.* If the Council determines that the verified complaint does not allege facts sufficient to constitute an act of Misconduct, it shall dismiss the complaint and notify the complainant and the Accused.
- D. *Investigation.* Following the receipt of a complaint or upon the receipt of other information, whether or not under oath, that provides a reasonable basis to believe that an act of Misconduct has been committed or that an investigation of possible Misconduct is warranted, the Council may cause an investigation to be made of the circumstances concerning the possible Misconduct. An investigation shall be conducted by a special investigator, who shall be a qualified disinterested party recommended by the Town Attorney, and who shall be engaged by a majority vote of the Council. The Town shall pay the reasonable fees and expenses of the special investigator. Before invoking its investigatory powers, the Council shall approve a motion that states the nature and purpose of the investigation, the actions or activities to be investigated, and the persons who are the subject of the investigation. The Council shall, within five days, serve a copy of the motion on the Accused together with a notice informing the person that he or she is the subject of the investigation and a general statement of the applicable provisions for which violations are being investigated.
- E. *Special investigator.* The special investigator shall have the following duties:
1. *Notice to the Accused.* The special investigator shall notify the Accused and request a written response to the verified complaint. This request shall be in writing and shall be served upon the

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Accused no later than 10 days after the Council appoints the special investigator. The Accused's response shall be in writing, under oath, and subject to perjury in accordance with §§ 18-8-501, 802, C.R.S. The response shall address each act of Misconduct alleged in the verified complaint and shall provide as much detail as necessary to reasonably address the allegations of Misconduct. The Accused shall serve the response on the special investigator at Town Hall or at an address identified by the special investigator within 30 days of request by the special investigator, except that the special investigator shall grant an additional 15 days upon request by the Accused. Failure of the Accused to timely serve a written response upon the special investigator and/or otherwise cooperate with the investigation may constitute an additional act of Misconduct, and it may subject the Accused to additional sanctions.

2. *Investigation.* The special investigator shall interview witnesses and request documents relevant to the investigation. Before completing the investigation, and in addition to the response detailed above, the special investigator shall provide the Accused an opportunity to provide information concerning the complaint. Such information must be provided in writing, under oath, and subject to perjury in accordance with §§ 18-8-501, 802, C.R.S. The Accused may provide the special investigator with the names and contact information for witnesses who may have information relevant to the investigation, and the special investigator shall make reasonable efforts to interview these witnesses.
  3. *Investigation report.* Upon completion of the investigation, the special investigator shall provide a written investigation report to the Council summarizing the verified complaint, the Accused's response, a list of relevant witnesses, a list of relevant documents or other evidence, the results of the investigation, and the special investigator's conclusions. The report shall indicate whether the special investigator believes there is probable cause to support the violation(s) of Misconduct alleged in the verified complaint, whether the investigation revealed that there is probable cause to believe that different or additional violations of Misconduct occurred, or recommend dismissal of the complaint. The investigation report shall detail the basis for the special investigator's conclusions. A copy of the investigation report shall be provided to the Council and served on the Accused.
- F. *Dismissal or hearing.* Upon completion of the investigation, the Council shall review the investigation report and dismiss the complaint if it determines there was no Misconduct. If the Council determines, based on the investigation report, that there is probable cause that Misconduct occurred, it shall, by motion, set a hearing date, time, and place. The investigative report and notice of the hearing shall be served on the Accused not less than thirty days before the hearing. The notice of hearing shall include a complete list of all counts of alleged Misconduct to be addressed at the hearing.
- G. *Hearing.* The following shall apply to Misconduct hearings:
1. The Mayor or Mayor Pro Tem shall preside over the hearing on the complaint and shall determine all procedural issues with the assistance of the Town Attorney. If both the Mayor and Mayor Pro Tem are accused of Misconduct in the verified complaint, the remaining Council members shall vote by simple majority to select a Council member to preside over the hearing. Under no circumstances shall an Accused preside over a hearing to determine their own Misconduct, nor shall the Accused participate in the deliberation or vote concerning the finding of Misconduct.
  2. The hearing shall be open to the public and subject to the standard public notice requirements, though the public shall not participate in the hearing unless called to testify as a witness.
  3. The hearing shall be conducted to provide fundamental fairness, although strict rules of

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- procedure and evidence need not be followed.
4. All witness testimony shall be provided under oath and subject to perjury in accordance with §18-8-501, C.R.S.. Witness testimony shall be subject to cross-examination.
  5. Documentary evidence that can be reasonably authenticated shall be admitted for consideration.
  6. The special investigator shall present the case against the Accused, including calling and questioning any relevant witnesses and entering relevant evidence.
  7. The Accused may be represented pro se or by any attorney, licensed to practice law in the State of Colorado and in good standing, of the Accused's choice.
  8. The Accused shall have the right to address the Council prior to deliberation. The Council may consider the Accused's failure to testify as evidence against the Accused.
  9. In accordance with relevant law, the right against self-incrimination, under both the Fifth Amendment of the U.S. Constitution and Article 2 Section 18 of the Colorado Constitution, shall apply only if the speaker is the subject of a criminal investigation or the defendant in a criminal prosecution, or if the presiding Council member finds that such criminal investigation or criminal prosecution is likely to result from the speaker's testimony.
- H. *Findings.* At the conclusion of the hearing regarding the alleged Misconduct, the Council shall deliberate on the record as necessary until the Council can pass a motion to dismiss the charges, a motion finding Misconduct, or a motion finding Misconduct is unproven. The Council shall enter such findings as to each count of Misconduct alleged in the notice of hearing. An act of Misconduct shall be proven by a preponderance of the evidence as determined by two-thirds of all the voting members of the Council (excluding the Accused). In the event the Council, after deliberation, is unable to agree on an individual act of Misconduct by a two-thirds majority of the voting members of the Council, the presiding Council member shall enter a finding of "unproven" regarding the individual act of Misconduct in question. Upon finding that the Accused committed an act of Misconduct, the Council may continue the hearing to discuss and, in its discretion, to receive additional evidence regarding the appropriate sanction. The Council shall serve on the Accused a written finding and order within thirty days after conclusion of the hearing, including any continuance to consider sanctions.
- I. *Sanctions.* Upon a finding of Misconduct, the Council may impose an oral or written reprimand, a public censure, non-financial restorative justice measures, or other sanctions as the Council deems just and appropriate, depending on the seriousness of the Misconduct and any mitigating circumstances. The Council may also remove an Accused from such person's appointed positions, including removal from any committees, boards, or other special or ex officio appointments. When imposing any sanctions for Misconduct, the Council may consider any evidence from the hearing, including testimony or documentary evidence, arguments from the special investigator, arguments from the Accused, arguments from the Accused's attorney, as well as any additional evidence from the sentencing hearing.
- J. *Service.* Service of any notice or other document pursuant to this section or this Code of Conduct and Ethics is complete upon mailing certified mail, return receipt requested, postage prepaid, to the person's last known address, or upon personal service. Service also includes mailing certified mail, return receipt requested, postage prepaid, to a licensed attorney who is retained to represent the person. A person may waive formal service under this section by notifying the sender in writing that electronic service via electronic mail ("e-mail") or facsimile is acceptable and by acknowledging receipt of the document.
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- K. *Resignation in lieu of hearing.* An Accused may choose to resign their position as a Council member or Board member in lieu of a formal finding of Misconduct. This subsection shall apply only if the Accused resigns their position, in writing, at any time before the Council enters deliberations per subsection 10.H above. Once an Accused resigns under this subsection, the Council shall stop any additional investigation and take no further action under this section 10. If the Accused resigns before the special investigator completes their report, the special investigator shall complete their report based on the evidence obtained at the time of the resignation. Should an Accused choose to resign under this subsection, the Council may still issue a public statement that the Accused resigned during an investigation for alleged Misconduct, including the specific or general acts of Misconduct alleged in the verified complaint, the special investigator's report, or the notice of hearing. However, the Council shall not state that the Accused committed Misconduct, or that the alleged Misconduct was proven. Should an Accused resign under this subsection, they shall not be eligible for reimbursement of attorney fees under section 10.L below.
- L. *Reimbursement of attorney fees.* The Accused may retain an attorney to represent them at their own expense. If the final outcome of any verified complaint is dismissal or in the event the Council finds the Accused not to commit Misconduct, then, in that event, the Accused may request reimbursement for any attorney fees expended by the Accused in their defense of the complaint. The Accused seeking such reimbursement of attorney fees as provided for herein shall file a complete and detailed request for reimbursement with the Council showing amounts expended and specific legal services received. The Council shall then review the request and determine its appropriateness under this section. The Council shall approve reimbursement of reasonable attorney fees, and the Town shall reimburse them within 60 days of receipt of the request for reimbursement, subject to appropriation. However, if the Accused is found to have committed a single count of Misconduct, then the Accused shall not be entitled to any reimbursement for attorney fees.
- M. *Records.* The Town Clerk shall record and maintain copies of the verified complaint, response, investigation report, dismissal, notice of hearing, hearing record, hearing exhibits, hearing findings, and/or sanctions as part of the official town records. Such files shall be maintained indefinitely.
- N. *Other actions not precluded.* Nothing in this section or this Ethics Code shall be construed to preclude other actions that may be available at law against an Accused for violations of this Ethics Code or the Charter.

## **11. Compliance with other laws.**

The requirements of this Ethics Code shall be in addition to the applicable requirements of the Town Charter, the Town Code, the Colorado Constitution, and the laws of the state. To the extent any conflict exists between the requirements of this Ethics Code and the requirements of the Town Code, the Colorado Constitution, or the laws of the state, the more restrictive provision shall apply.

## **12. Conduct with Town Staff.**

- A. When interacting with Town Staff, Council members and Board members shall:
1. Treat all Staff Members as professionals;
  2. Not disrupt Staff Members in the performance of their duties;
  3. Not publicly criticize individual Staff Members;
  4. Direct all questions of staff members through the Town Manager; and

- 
5. Not attend staff meetings unless invited by the Town Manager.
  - B. Individual Council members and Board members are prohibited from giving a direct order to any Staff Member, and from soliciting political support from any Staff Member for any Council member's or Board member's campaign for any elected or appointed office.
  - C. If a Council member wishes to discuss matters relating to Town operations and administrative services with Town Staff, the Council member must first advise the Town Manager. The Town Manager may either arrange a time and place for the Council member to discuss the matter with the appropriate Staff Member, or arrange for the appropriate Staff Member to attend a Town Council meeting to discuss the matter with the entire Council, as appropriate.
  - D. Council members and Board members may only request information from Staff Members through the Town Manager. If, in the Town Manager's determination, more than 60 minutes of Staff Member time per calendar week will be required to obtain or compile the requested information, the request will not be processed unless the matter is placed on the Town Council's agenda for consideration at an upcoming regular or special meeting. The Town Manager will direct Staff Member to fulfill the request only if so directed by a majority vote of the Council present.

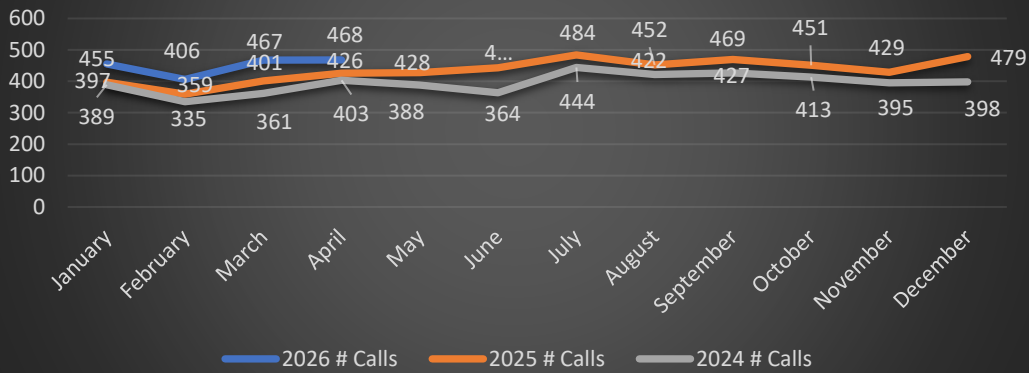
**13. Council and Board Meeting Conduct.**

- A. When interacting during public meetings, Council members and Board members shall strive to:
  1. Treat all Council members and Board members as professionals;
  2. Stay on topic; focus on the issue or topic;
  3. Not use profanity directed at Council members, Board members, Town Staff, or the public;
  4. Not personally criticize or make personal attacks on Council members, Board members, Town Staff, or the public.

MAJOR INCIDENT TYPE	# INCIDENTS				
	Jan	Feb	March	April	YTD 2026
Fires	8	13	9	8	38
Hazardous Situation	26	24	26	17	93
Law Enforcement Support	4	6	3	5	18
Medical	250	233	246	278	1007
No Emergency	89	69	101	90	349
Public Service	77	60	81	68	286
Rescue	1	1	1	2	5
<b>TOTAL</b>	<b>455</b>	<b>406</b>	<b>467</b>	<b>468</b>	<b>1796</b>
Mutual Aid/Auto Aid Given	4	4	12	3	23
Mutual Aid/Auto Aid Received	7	8	0	6	21

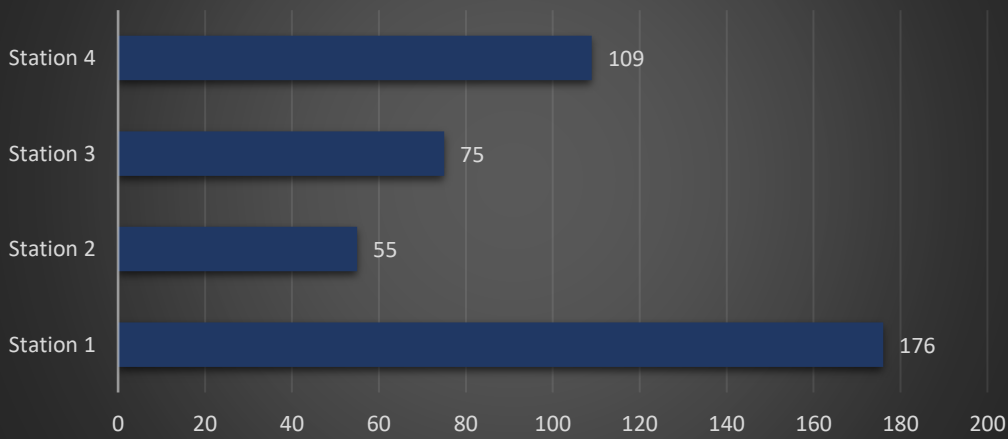
The National Emergency Response Information System (NERIS) uses these 7 categories to track emergency response incidents nationally.

### # of Incidents by Month: 2026 vs 2025 & 2024



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

### Incidents per Station - April 2026



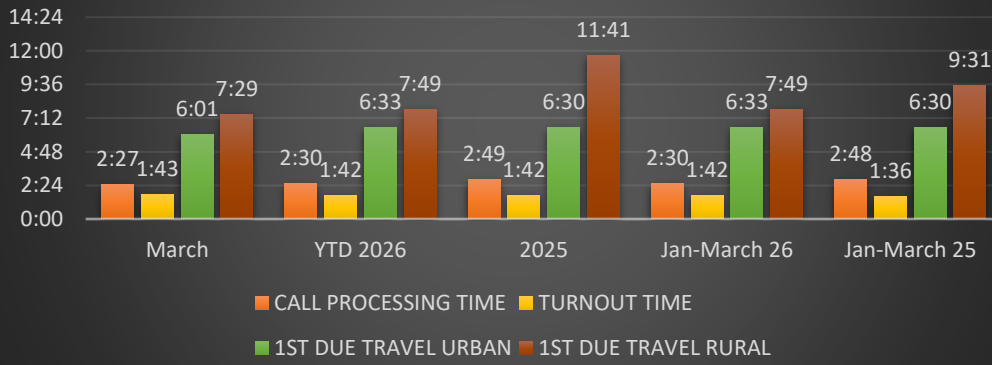
WSFR tracks incidents by the location of the incident based on which station is the closest.



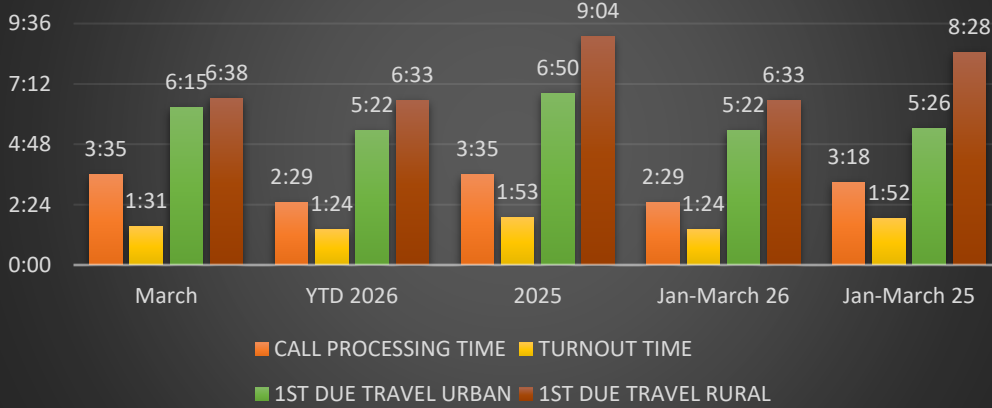
## WSFR Response Report: May 2026



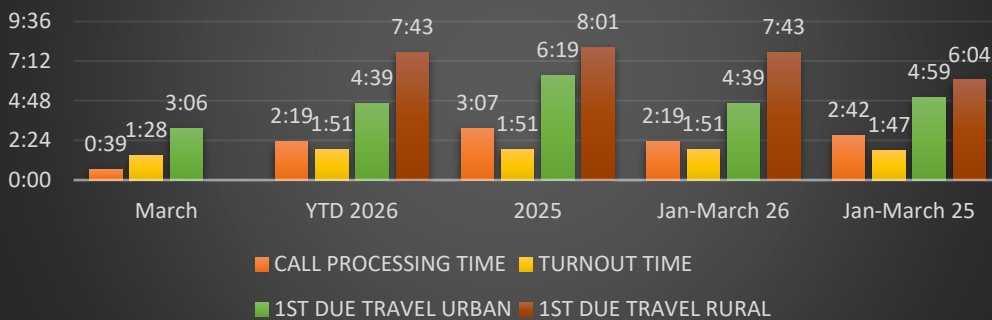
## EMS Response Times - 90th Percentile for March 2026



## MVA Response Times - 90th Percentile for March 2026



## Fire, Wildland, Hazmat and Technical Rescue Response Times - 90th Percentile for March 2026



These graphs are looking at the average (90<sup>th</sup> percentile) for the following 3 segments: Call Processing times (911 answering), Turnout Times (time it takes WSRF/UCH units to begin to respond), and 1<sup>st</sup> 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. WSRF also looks at our response data at the 90<sup>th</sup> percentile as a measure of greater accuracy as part of our accreditation data analysis.



## WSRF Response Report: May 2026





# Police Chief Report

Kenneth Chavez, Chief of Police

March 2026

## Projects & Updates

- The Severance Police Department is currently fully staffed by thirteen Officers, a Community Service Officer, and two Administrative Staff members.
- On March 4<sup>th</sup>, Chief Chavez and several Severance Officers & the CSO ate donuts with contest winning students at Rangeview Elementary School.
- On March 5<sup>th</sup> & 6<sup>th</sup>, Officers Yanke and Mallory attended and completed a two-day Advanced Roadside Impaired Driving Enforcement (ARIDE) class at Windsor PD.
- On March 9<sup>th</sup> thru 13<sup>th</sup>, Officers Martinez and Bosick attended and completed a five-day Field Training Officer course at Greeley PD.
- On March 11<sup>th</sup> & 12<sup>th</sup>, Chief Chavez, Sgt. Tucker, and Sgt. Arvisais attended the Colorado Police Officer Standards & Training (POST) annual conference in Arvada, CO. Sgt. Arvisais was selected to be a Subject Matter Expert (SME) for the POST Driving Committee.
- On March 14<sup>th</sup>, Severance Officers provided security at the Run Windsor Lucky Brew Race at Severance Community Park.
- On March 24<sup>th</sup>, Chief Chavez and SRO Yanke attended a Weld RE-4 Safety Task Force Tabletop Exercise at District HQ.
- On March 27<sup>th</sup>, Chief Chavez served as an Assessor in the Weld County Sheriff's Office Lieutenant Selection Board.

## Community Support and Relations

- Chief Chavez met with numerous key local government and law enforcement officials this month to include the following:
  - Attended a Run Windsor Lucky Brew Race coordination meeting on March 5<sup>th</sup>.
  - Attended the monthly Active Shooter Full Scale Exercise planning committee meeting on March 9<sup>th</sup> & 23<sup>rd</sup>.

- Attended a lunch meeting with Greeley Police Chief Adam Turk on March 13<sup>th</sup>.
- Attended a monthly Police/Fire Chiefs lunch meeting with Windsor PD Chief Stephen Garrison and WSFR Chief Chris Angermuller on March 16<sup>th</sup>.
- Attended the Weld County Chiefs of Police Assoc. lunch meeting on March 18<sup>th</sup>.
- Attended the North Weld Co-Responder meeting on March 23<sup>rd</sup>.
- Attended the Weld County Communications Board Meeting on March 24<sup>th</sup>.

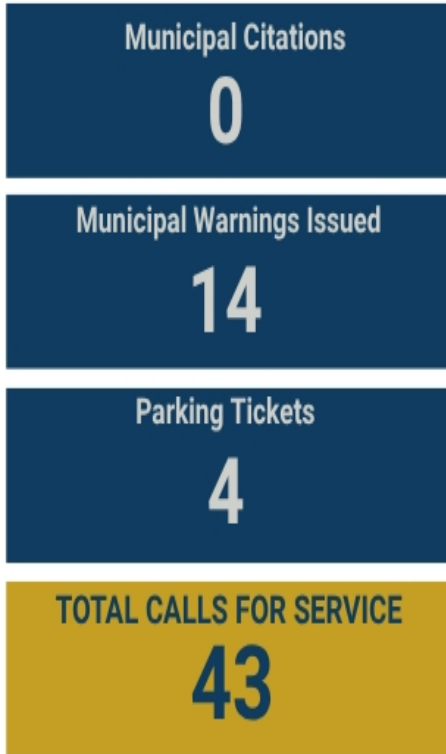


# TOWN OF SEVERANCE CODE ENFORCEMENT CALLS FOR SERVICE

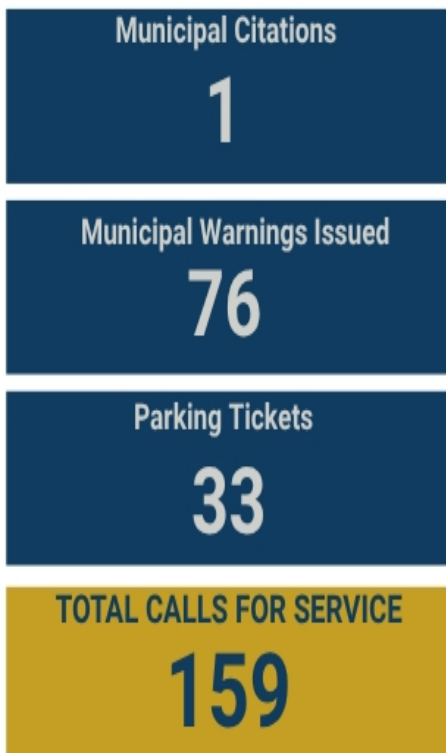
\*PLEASE NOTE THAT MONTHLY STATS MAY VARY DUE TO WHEN INFORMATION IS PROCESSED\*

## March 2026

THIS MONTH'S TOTALS



YEAR TO DATE TOTALS



Parking Violations 8



Animal Complaints 18



Animal Bites 0



Snow Removal 0



Weed Violation 0



Rubbish / Nuisance 0

To report a code violation or to speak with the Community Service Officer, please call the Weld County Dispatch 970-350-9600.

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



# Severance Police Department CALLS FOR SERVICE

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

## March 2026

THIS MONTH'S TOTALS

Municipal Ordinance Citations	<b>2</b>
Traffic Tickets	<b>50</b>
Traffic Warnings Issued	<b>61</b>
<b>TOTAL CALLS FOR SERVICE</b>	<b>648</b>

YEAR TO DATE TOTALS

Municipal Ordinance Citations	<b>85</b>
Traffic Tickets	<b>192</b>
Traffic Warnings Issued	<b>461</b>
<b>TOTAL CALLS FOR SERVICE</b>	<b>2058</b>

 Homicide	0	 Burglary	0
 Aggravated Assault	0	 Motor Vehicle Theft	0
 Sex Assault	1	 Theft From Motor Vehicle	0
 Domestic Violence	0	 Fraud / ID Theft	3
 Aggravated Robbery	0	 Vandalism/ Graffiti	5
 Strongarm Robbery	0	 Shoplifting	0
 Arrests	3	 Traffic Accidents	7

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

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

# Revenue Type Summary

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Period: 4/1/2026 - 4/30/2026  
Created by: DANIELLE CRAWFORD on 5/1/2026 8:29:57 AM

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

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## Payment Amounts by Type

Type	Amount
COURT COSTS	\$880.00
FINES	\$9,259.00
SUR-CHARGE	\$1,300.00
<b>Payments Total</b>	<b>\$11,439.00</b>

## Payment Amounts by Subtype

# Revenue Summary

Period: 4/1/2026 - 4/30/2026  
Created by: DANIELLE CRAWFORD on 5/1/2026 8:31:04 AM

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

<b>Docket #</b> D3724	<b>Total Fines</b> \$170.00	<b>Restitution</b> \$0.00	<b>Total Payments</b> \$170.00
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## Payment Details

Date	Amount	Type	Notes
4/1/2026	\$170.00	CREDIT CARD	

## Fines/Fees Details

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

<b>Docket #</b> D3669	<b>Total Fines</b> \$350.00	<b>Restitution</b> \$0.00	<b>Total Payments</b> \$350.00
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## Payment Details

Date	Amount	Type	Notes
4/2/2026	\$350.00	CREDIT CARD	

## Fines/Fees Details

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

<b>Docket #</b> D260014	<b>Total Fines</b> \$350.00	<b>Restitution</b> \$0.00	<b>Total Payments</b> \$150.00
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## Payment Details

Date	Amount	Type	Notes
4/14/2026	\$150.00	CREDIT CARD	

## Fines/Fees Details

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

<b>Docket #</b> D3679	<b>Total Fines</b> \$170.00	<b>Restitution</b> \$0.00	<b>Total Payments</b> \$170.00
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**Payment Details**

Date	Amount	Type	Notes
4/2/2026	\$170.00	CHECK (#1009)	

**Fines/Fees Details**

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

<b>Docket #</b> D2500315	<b>Total Fines</b> \$350.00	<b>Restitution</b> \$0.00	<b>Total Payments</b> \$200.00
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**Payment Details**

Date	Amount	Type	Notes
4/1/2026	\$200.00	CREDIT CARD	

**Fines/Fees Details**

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

<b>Docket #</b> D2600091	<b>Total Fines</b> \$75.00	<b>Restitution</b> \$0.00	<b>Total Payments</b> \$75.00
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**Payment Details**

Date	Amount	Type	Notes
4/2/2026	\$75.00	CREDIT CARD	

**Fines/Fees Details**

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

<b>Docket #</b> D2492	<b>Total Fines</b> \$75.00	<b>Restitution</b> \$0.00	<b>Total Payments</b> \$75.00
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**Payment Details**

Date	Amount	Type	Notes
4/3/2026	\$75.00	CREDIT CARD	

**Fines/Fees Details**

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

<b>Docket #</b> D2600077	<b>Total Fines</b> \$200.00	<b>Restitution</b> \$0.00	<b>Total Payments</b> \$200.00
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**Payment Details**

Date	Amount	Type	Notes
4/2/2026	\$200.00	CREDIT CARD	

**Fines/Fees Details**

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

<b>Docket #</b> D3735	<b>Total Fines</b> \$170.00	<b>Restitution</b> \$0.00	<b>Total Payments</b> \$170.00
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**Payment Details**

Date	Amount	Type	Notes
4/15/2026	\$170.00	CREDIT CARD	

**Fines/Fees Details**

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

<b>Docket #</b> D100630	<b>Total Fines</b> \$70.00	<b>Restitution</b> \$0.00	<b>Total Payments</b> \$70.00
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**Payment Details**

Date	Amount	Type	Notes
4/6/2026	\$70.00	CREDIT CARD	

**Fines/Fees Details**

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

<b>Docket #</b> D2600147	<b>Total Fines</b> \$170.00	<b>Restitution</b> \$0.00	<b>Total Payments</b> \$170.00
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**Payment Details**

Date	Amount	Type	Notes
4/21/2026	\$170.00	CREDIT CARD	

**Fines/Fees Details**

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

<b>Docket #</b> D2500303	<b>Total Fines</b> \$200.00	<b>Restitution</b> \$0.00	<b>Total Payments</b> \$70.00
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**Payment Details**

Date	Amount	Type	Notes
4/2/2026	\$70.00	CREDIT CARD	

**Fines/Fees Details**

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

<b>Docket #</b> D3113	<b>Total Fines</b> \$75.00	<b>Restitution</b> \$0.00	<b>Total Payments</b> \$75.00
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**Payment Details**

Date	Amount	Type	Notes
4/2/2026	\$75.00	CASH	

**Fines/Fees Details**

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

<b>Docket #</b> D3737	<b>Total Fines</b> \$170.00	<b>Restitution</b> \$0.00	<b>Total Payments</b> \$170.00
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**Payment Details**

Date	Amount	Type	Notes
4/10/2026	\$170.00	CREDIT CARD	

**Fines/Fees Details**

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

<b>Docket #</b> D2600146	<b>Total Fines</b> \$170.00	<b>Restitution</b> \$0.00	<b>Total Payments</b> \$170.00
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**Payment Details**

Date	Amount	Type	Notes
4/30/2026	\$170.00	CREDIT CARD	

**Fines/Fees Details**

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

<b>Docket #</b> D3296	<b>Total Fines</b> \$350.00	<b>Restitution</b> \$0.00	<b>Total Payments</b> \$209.00
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**Payment Details**

Date	Amount	Type	Notes
4/2/2026	\$209.00	CASH	

**Fines/Fees Details**

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

<b>Docket #</b> D3716	<b>Total Fines</b> \$170.00	<b>Restitution</b> \$0.00	<b>Total Payments</b> \$170.00
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**Payment Details**

Date	Amount	Type	Notes
4/3/2026	\$170.00	CHECK (#1244)	

**Fines/Fees Details**

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

<b>Docket #</b> D3687	<b>Total Fines</b> \$350.00	<b>Restitution</b> \$0.00	<b>Total Payments</b> \$350.00
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**Payment Details**

Date	Amount	Type	Notes
4/2/2026	\$350.00	CASH	

**Fines/Fees Details**

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

<b>Docket #</b> D3681	<b>Total Fines</b> \$200.00	<b>Restitution</b> \$0.00	<b>Total Payments</b> \$200.00
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**Payment Details**

Date	Amount	Type	Notes
4/2/2026	\$200.00	CASH	

**Fines/Fees Details**

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

<b>Docket #</b> D2600117	<b>Total Fines</b> \$320.00	<b>Restitution</b> \$0.00	<b>Total Payments</b> \$320.00
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**Payment Details**

Date	Amount	Type	Notes
4/7/2026	\$320.00	CHECK (#1024)	

**Fines/Fees Details**

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

<b>Docket #</b> D3240	<b>Total Fines</b> \$320.00	<b>Restitution</b> \$0.00	<b>Total Payments</b> \$320.00
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**Payment Details**

Date	Amount	Type	Notes
4/1/2026	\$320.00	CREDIT CARD	

**Fines/Fees Details**

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

<b>Docket #</b> D3720	<b>Total Fines</b> \$170.00	<b>Restitution</b> \$0.00	<b>Total Payments</b> \$170.00
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**Payment Details**

Date	Amount	Type	Notes
4/6/2026	\$170.00	CASH	

**Fines/Fees Details**

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

<b>Docket #</b> D3743	<b>Total Fines</b> \$170.00	<b>Restitution</b> \$0.00	<b>Total Payments</b> \$170.00
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**Payment Details**

Date	Amount	Type	Notes
4/30/2026	\$170.00	CREDIT CARD	

**Fines/Fees Details**

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

<b>Docket #</b> D100471	<b>Total Fines</b> \$70.00	<b>Restitution</b> \$0.00	<b>Total Payments</b> \$70.00
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**Payment Details**

Date	Amount	Type	Notes
4/2/2026	\$70.00	CREDIT CARD	

**Fines/Fees Details**

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

<b>Docket #</b> D3763	<b>Total Fines</b> \$170.00	<b>Restitution</b> \$0.00	<b>Total Payments</b> \$170.00
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**Payment Details**

Date	Amount	Type	Notes
4/30/2026	\$170.00	CREDIT CARD	

**Fines/Fees Details**

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

<b>Docket #</b> D3738	<b>Total Fines</b> \$170.00	<b>Restitution</b> \$0.00	<b>Total Payments</b> \$170.00
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**Payment Details**

Date	Amount	Type	Notes
4/24/2026	\$170.00	CREDIT CARD	

**Fines/Fees Details**

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

<b>Docket #</b> D3736	<b>Total Fines</b> \$170.00	<b>Restitution</b> \$0.00	<b>Total Payments</b> \$170.00
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**Payment Details**

Date	Amount	Type	Notes
4/10/2026	\$170.00	CREDIT CARD	

**Fines/Fees Details**

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

<b>Docket #</b> D3732	<b>Total Fines</b> \$170.00	<b>Restitution</b> \$0.00	<b>Total Payments</b> \$170.00
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**Payment Details**

Date	Amount	Type	Notes
4/13/2026	\$170.00	CREDIT CARD	

**Fines/Fees Details**

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

<b>Docket #</b> D3734	<b>Total Fines</b> \$170.00	<b>Restitution</b> \$0.00	<b>Total Payments</b> \$170.00
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**Payment Details**

Date	Amount	Type	Notes
4/29/2026	\$170.00	CREDIT CARD	

**Fines/Fees Details**

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

<b>Docket #</b> D3746	<b>Total Fines</b> \$100.00	<b>Restitution</b> \$0.00	<b>Total Payments</b> \$100.00
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**Payment Details**

Date	Amount	Type	Notes
4/25/2026	\$100.00		

**Fines/Fees Details**

Fine/Fee	Amount
FINES	\$80.00
SUR-CHARGE	\$20.00

<b>Docket #</b> D2600120	<b>Total Fines</b> \$70.00	<b>Restitution</b> \$0.00	<b>Total Payments</b> \$70.00
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**Payment Details**

Date	Amount	Type	Notes
4/16/2026	\$70.00	CREDIT CARD	

**Fines/Fees Details**

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

<b>Docket #</b> D3618	<b>Total Fines</b> \$200.00	<b>Restitution</b> \$0.00	<b>Total Payments</b> \$200.00
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**Payment Details**

Date	Amount	Type	Notes
4/3/2026	\$200.00	CREDIT CARD	

**Fines/Fees Details**

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

<b>Docket #</b> D100627	<b>Total Fines</b> \$70.00	<b>Restitution</b> \$0.00	<b>Total Payments</b> \$70.00
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**Payment Details**

Date	Amount	Type	Notes
4/17/2026	\$70.00	CREDIT CARD	

**Fines/Fees Details**

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

<b>Docket #</b> D100280	<b>Total Fines</b> \$70.00	<b>Restitution</b> \$0.00	<b>Total Payments</b> \$70.00
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**Payment Details**

Date	Amount	Type	Notes
4/17/2026	\$70.00	CREDIT CARD	

**Fines/Fees Details**

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

<b>Docket #</b> D3114	<b>Total Fines</b> \$75.00	<b>Restitution</b> \$0.00	<b>Total Payments</b> \$75.00
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**Payment Details**

Date	Amount	Type	Notes
4/2/2026	\$75.00	CREDIT CARD	

**Fines/Fees Details**

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

<b>Docket #</b> D2500266	<b>Total Fines</b> \$200.00	<b>Restitution</b> \$0.00	<b>Total Payments</b> \$170.00
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**Payment Details**

Date	Amount	Type	Notes
4/6/2026	\$170.00	CREDIT CARD	

**Fines/Fees Details**

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

<b>Docket #</b> D100628	<b>Total Fines</b> \$70.00	<b>Restitution</b> \$0.00	<b>Total Payments</b> \$70.00
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**Payment Details**

Date	Amount	Type	Notes
4/8/2026	\$70.00	CREDIT CARD	

**Fines/Fees Details**

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

<b>Docket #</b> D2600023	<b>Total Fines</b> \$200.00	<b>Restitution</b> \$0.00	<b>Total Payments</b> \$200.00
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**Payment Details**

Date	Amount	Type	Notes
4/2/2026	\$200.00	CHECK (#242)	

**Fines/Fees Details**

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

<b>Docket #</b> D2600050	<b>Total Fines</b> \$200.00	<b>Restitution</b> \$0.00	<b>Total Payments</b> \$100.00
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**Payment Details**

Date	Amount	Type	Notes
4/2/2026	\$100.00	CREDIT CARD	

**Fines/Fees Details**

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

<b>Docket #</b> D2466	<b>Total Fines</b> \$200.00	<b>Restitution</b> \$0.00	<b>Total Payments</b> \$200.00
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**Payment Details**

Date	Amount	Type	Notes
4/2/2026	\$200.00	CREDIT CARD	

**Fines/Fees Details**

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

<b>Docket #</b> D3500	<b>Total Fines</b> \$200.00	<b>Restitution</b> \$0.00	<b>Total Payments</b> \$200.00
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**Payment Details**

Date	Amount	Type	Notes
4/2/2026	\$200.00	CREDIT CARD	

**Fines/Fees Details**

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

<b>Docket #</b> D2600039	<b>Total Fines</b> \$150.00	<b>Restitution</b> \$0.00	<b>Total Payments</b> \$150.00
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**Payment Details**

Date	Amount	Type	Notes
4/2/2026	\$150.00	CREDIT CARD	

**Fines/Fees Details**

Fine/Fee	Amount
COURT COSTS	\$30.00
FINES	\$100.00
SUR-CHARGE	\$20.00

<b>Docket #</b> D2600125	<b>Total Fines</b> \$70.00	<b>Restitution</b> \$0.00	<b>Total Payments</b> \$70.00
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**Payment Details**

Date	Amount	Type	Notes
4/4/2026	\$70.00	CREDIT CARD	

**Fines/Fees Details**

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

<b>Docket #</b> D3697	<b>Total Fines</b> \$75.00	<b>Restitution</b> \$0.00	<b>Total Payments</b> \$75.00
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**Payment Details**

Date	Amount	Type	Notes
4/2/2026	\$75.00	CREDIT CARD	

**Fines/Fees Details**

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

<b>Docket #</b> D2600106	<b>Total Fines</b> \$100.00	<b>Restitution</b> \$0.00	<b>Total Payments</b> \$100.00
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**Payment Details**

Date	Amount	Type	Notes
4/2/2026	\$100.00	CREDIT CARD	

**Fines/Fees Details**

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

<b>Docket #</b> D3701	<b>Total Fines</b> \$200.00	<b>Restitution</b> \$0.00	<b>Total Payments</b> \$200.00
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**Payment Details**

Date	Amount	Type	Notes
4/2/2026	\$200.00	CREDIT CARD	

**Fines/Fees Details**

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

<b>Docket #</b> D2500327	<b>Total Fines</b> \$200.00	<b>Restitution</b> \$0.00	<b>Total Payments</b> \$200.00
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**Payment Details**

Date	Amount	Type	Notes
4/24/2026	\$200.00	CASH	

**Fines/Fees Details**

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

<b>Docket #</b> D2600015	<b>Total Fines</b> \$200.00	<b>Restitution</b> \$0.00	<b>Total Payments</b> \$200.00
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**Payment Details**

Date	Amount	Type	Notes
4/1/2026	\$200.00	CREDIT CARD	

**Fines/Fees Details**

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

<b>Docket #</b> D2600123	<b>Total Fines</b> \$70.00	<b>Restitution</b> \$0.00	<b>Total Payments</b> \$70.00
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**Payment Details**

Date	Amount	Type	Notes
4/3/2026	\$70.00	CREDIT CARD	

**Fines/Fees Details**

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

<b>Docket #</b> D2600138	<b>Total Fines</b> \$170.00	<b>Restitution</b> \$0.00	<b>Total Payments</b> \$170.00
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**Payment Details**

Date	Amount	Type	Notes
4/14/2026	\$170.00	CREDIT CARD	

**Fines/Fees Details**

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

<b>Docket #</b> D3450	<b>Total Fines</b> \$520.00	<b>Restitution</b> \$0.00	<b>Total Payments</b> \$520.00
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**Payment Details**

Date	Amount	Type	Notes
4/14/2026	\$520.00	CREDIT CARD	

**Fines/Fees Details**

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

<b>Docket #</b> D100605	<b>Total Fines</b> \$100.00	<b>Restitution</b> \$0.00	<b>Total Payments</b> \$100.00
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**Payment Details**

Date	Amount	Type	Notes
4/13/2026	\$100.00	CREDIT CARD	

**Fines/Fees Details**

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

<b>Docket #</b> D3698	<b>Total Fines</b> \$200.00	<b>Restitution</b> \$0.00	<b>Total Payments</b> \$200.00
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**Payment Details**

Date	Amount	Type	Notes
4/2/2026	\$200.00	CREDIT CARD	

**Fines/Fees Details**

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

<b>Docket #</b> D3725	<b>Total Fines</b> \$170.00	<b>Restitution</b> \$0.00	<b>Total Payments</b> \$170.00
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**Payment Details**

Date	Amount	Type	Notes
4/21/2026	\$170.00	CREDIT CARD	

**Fines/Fees Details**

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

<b>Docket #</b> D3742	<b>Total Fines</b> \$170.00	<b>Restitution</b> \$0.00	<b>Total Payments</b> \$170.00
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**Payment Details**

Date	Amount	Type	Notes
4/11/2026	\$170.00	CREDIT CARD	

**Fines/Fees Details**

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

<b>Docket #</b> D3745	<b>Total Fines</b> \$170.00	<b>Restitution</b> \$0.00	<b>Total Payments</b> \$170.00
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**Payment Details**

Date	Amount	Type	Notes
4/20/2026	\$170.00	CREDIT CARD	

**Fines/Fees Details**

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

<b>Docket #</b> D2600127	<b>Total Fines</b> \$170.00	<b>Restitution</b> \$0.00	<b>Total Payments</b> \$170.00
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**Payment Details**

Date	Amount	Type	Notes
4/22/2026	\$170.00	CREDIT CARD	

**Fines/Fees Details**

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

<b>Docket #</b> D2600096	<b>Total Fines</b> \$200.00	<b>Restitution</b> \$0.00	<b>Total Payments</b> \$200.00
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**Payment Details**

Date	Amount	Type	Notes
4/2/2026	\$200.00	CREDIT CARD	

**Fines/Fees Details**

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

<b>Docket #</b> D3739	<b>Total Fines</b> \$170.00	<b>Restitution</b> \$0.00	<b>Total Payments</b> \$170.00
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**Payment Details**

Date	Amount	Type	Notes
4/29/2026	\$170.00	CREDIT CARD	

**Fines/Fees Details**

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

<b>Docket #</b> D2600122	<b>Total Fines</b> \$170.00	<b>Restitution</b> \$0.00	<b>Total Payments</b> \$170.00
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**Payment Details**

Date	Amount	Type	Notes
4/5/2026	\$170.00	CREDIT CARD	

**Fines/Fees Details**

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

<b>Docket #</b> D3632	<b>Total Fines</b> \$200.00	<b>Restitution</b> \$0.00	<b>Total Payments</b> \$200.00
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**Payment Details**

Date	Amount	Type	Notes
4/2/2026	\$200.00	CREDIT CARD	

**Fines/Fees Details**

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

<b>Docket #</b> D2600009	<b>Total Fines</b> \$170.00	<b>Restitution</b> \$0.00	<b>Total Payments</b> \$170.00
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**Payment Details**

Date	Amount	Type	Notes
4/14/2026	\$170.00	CREDIT CARD	

**Fines/Fees Details**

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

<b>Docket #</b> D3727	<b>Total Fines</b> \$170.00	<b>Restitution</b> \$0.00	<b>Total Payments</b> \$170.00
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**Payment Details**

Date	Amount	Type	Notes
4/15/2026	\$170.00	CREDIT CARD	

**Fines/Fees Details**

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

<b>Docket #</b> D3749	<b>Total Fines</b> \$320.00	<b>Restitution</b> \$0.00	<b>Total Payments</b> \$320.00
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**Payment Details**

Date	Amount	Type	Notes
4/28/2026	\$320.00	CREDIT CARD	

**Fines/Fees Details**

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

<b>Docket #</b> D3696	<b>Total Fines</b> \$75.00	<b>Restitution</b> \$0.00	<b>Total Payments</b> \$75.00
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**Payment Details**

Date	Amount	Type	Notes
4/2/2026	\$75.00	CREDIT CARD	

**Fines/Fees Details**

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

<b>Docket #</b> D3676	<b>Total Fines</b> \$200.00	<b>Restitution</b> \$0.00	<b>Total Payments</b> \$200.00
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**Payment Details**

Date	Amount	Type	Notes
4/12/2026	\$200.00	CREDIT CARD	

**Fines/Fees Details**

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

<b>Docket #</b> D2600148	<b>Total Fines</b> \$70.00	<b>Restitution</b> \$0.00	<b>Total Payments</b> \$70.00
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**Payment Details**

Date	Amount	Type	Notes
4/30/2026	\$70.00	CREDIT CARD	

**Fines/Fees Details**

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

<b>Docket #</b> D2600092	<b>Total Fines</b> \$200.00	<b>Restitution</b> \$0.00	<b>Total Payments</b> \$200.00
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**Payment Details**

Date	Amount	Type	Notes
4/2/2026	\$200.00	CREDIT CARD	

**Fines/Fees Details**

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

<b>Docket #</b> D100634	<b>Total Fines</b> \$70.00	<b>Restitution</b> \$0.00	<b>Total Payments</b> \$70.00
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**Payment Details**

Date	Amount	Type	Notes
4/17/2026	\$70.00	CREDIT CARD	

**Fines/Fees Details**

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

<b>Docket #</b> D2600073	<b>Total Fines</b> \$200.00	<b>Restitution</b> \$0.00	<b>Total Payments</b> \$50.00
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#### Payment Details

Date	Amount	Type	Notes
4/2/2026	\$50.00	CASH	

#### Fines/Fees Details

Fine/Fee	Amount
COURT COSTS	\$30.00
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	\$880.00
DEFAULT FEE	\$0.00
FINE	\$0.00
FINES	\$9,259.00
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	\$1,300.00
WARNING LETTER	\$0.00
<b>Total Fees</b>	<b>\$12,180.00</b>
<b>Over Charged Amount</b>	<b>\$0.00</b>
<b>Total Paid</b>	<b>\$11,439.00</b>

#### Fines Paid by Pay Method

Description	Amount
CASH	\$1,254.00
CHECK	\$860.00
CREDIT CARD	\$9,225.00

#### Overpaid Cases

Case	OverPaid
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## AGENDA ITEM SUMMARY

AGENDA ITEM	SUBMITTED BY	PRESENTED BY
Pg. 63 - Resolution 2026-14R IGA Windsor Wastewater	Andrew Rogers, Town Attorney	Andrew Rogers
<b>ACTION REQUESTED</b>		
<p>The Town Attorney asks the Town Council to review the Resolution approving and adopting the First Amendment to the 2003 Wastewater Treatment Service Agreement by and between the Town of Windsor and the Town of Severance.</p> <p>Actions that may be taken:</p> <ul style="list-style-type: none"> <li>• Move to approve Resolution 2026-14R</li> <li>• Move to approve Resolution 2026-14R with amendments</li> <li>• Take no action and do not approve Resolution 2026-14R</li> </ul>		<p><b><u>Attorney Approved Resolution</u></b></p>
<b>BRIEF HISTORY OF ITEM</b>		
<p>The Town of Windsor and the Town of Severance previously entered into a 2003 Wastewater Treatment Service Agreement. This is the first amendment to that agreement.</p>		
<b>BRIEF SUMMARY</b>		
<p>The Town of Severance and the Town of Windsor previously entered into a Wastewater Treatment Service Agreement in 2003. Windsor is considering a new regional wastewater treatment facility with expanded capabilities, referred to as the liquid expansion project. The towns intend to work together to allow Windsor's liquid expansion project to accommodate the future wastewater demands for both Windsor and Severance. This cooperation benefits the residents of both Windsor and Severance.</p>		
<b>PUBLIC SUPPORT/CONCERN</b>		
<p>None.</p>		
<b>ANALYSIS AND RECOMMENDATION</b>		
<p>The Town Attorney asks the Town Council to review and approve the First Amendment to the 2003 Wastewater Treatment Service Agreement by and between the Town of Windsor and the Town of Severance</p>		
<b>MATERIALS SUBMITTED</b>		
<p>The following materials were submitted and included in this packet:</p> <ol style="list-style-type: none"> <li>1. Res 2026-14R - Resolution to Adopt the 1st Amnt to 2003 Wind Sev Wastewater Agmt</li> <li>2. Windsor Severance First Amendment Wastewater Agreement - FINAL</li> </ol>		

**TOWN OF SEVERANCE  
RESOLUTION NO. 2026-14R**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SEVERANCE,  
COLORADO, APPROVING AND ADOPTING THE FIRST AMENDMENT TO THE  
2003 WASTEWATER TREATMENT SERVICE AGREEMENT BY AND BETWEEN  
THE TOWN OF WINDSOR, COLORADO, AND THE TOWN OF SEVERANCE,  
COLORADO.**

**WHEREAS**, the Town of Severance (the “Town”) is a Colorado home rule municipality organized under the Town Home Rule Charter; and

**WHEREAS**, the Town of Windsor (“Windsor”) is a Colorado home rule municipality organized under the Windsor Home Rule Charter; and

**WHEREAS**, pursuant to Article XIV, Sec. 18(2)(a) of the Colorado Constitution and Sec. 29-1-201 of the Colorado Revised Statutes, the Town and Windsor are authorized and encouraged to cooperate with one another for purposes that include providing utility services; and

**WHEREAS**, on or about December 11, 2000, the Town and Windsor entered into an Intergovernmental Agreement for land use and development along certain portions of Highway 392 in Weld County, Colorado, and set forth their intention to cooperate to provide for a regional wastewater treatment facility; and

**WHEREAS**, Windsor operates a wastewater treatment facility (“WWTF”) that is geographically situated to serve the existing needs and current projected growth of Severance; and

**WHEREAS**, on April 14, 2003, the Parties entered into a thirty-five (35) year wastewater treatment service agreement (“2003 Agreement”), with Windsor providing wastewater capacity and treatment to Severance in return for Severance's obligation to reimburse Windsor for the cost of plant expansion; and

**WHEREAS**, Windsor is designing and undergoing a liquid expansion project (“Liquid Expansion Project”) that will allow the WWTF to serve a larger capacity than contemplated in the 2003 Agreement, and which can accommodate the future wastewater needs of both the Town and Windsor; and

**WHEREAS**, the Town operates a separate WWTF that services a portion of the Town’s wastewater needs, but which will be decommissioned following the completion of the Liquid Expansion Project; and

**WHEREAS**, the Town Council for the Town of Severance (the “Town Council”) finds that the “FIRST AMENDMENT TO THE 2003 WASTEWATER TREATMENT SERVICE AGREEMENT BY AND BETWEEN THE TOWN OF WINDSOR, COLORADO, AND THE TOWN OF SEVERANCE, COLORADO”, attached hereto and incorporated herein as **Exhibit A**, is in the best interest of the Town and its residents; and

**WHEREAS**, the Town Council finds and determines such action promotes the safety, security, and general welfare of the inhabitants of the Town of Severance.

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

**Section 1.** The above recitals and findings of the Town Council are incorporated herein and made a part of this resolution.

**Section 1.** The “FIRST AMENDMENT TO THE 2003 WASTEWATER TREATMENT SERVICE AGREEMENT BY AND BETWEEN THE TOWN OF WINDSOR, COLORADO, AND THE TOWN OF SEVERANCE, COLORADO” is hereby approved in substantially the same form as the copy attached hereto and made a part of this resolution.

**Section 1.** The Mayor is authorized to execute this agreement on the Town’s behalf.

**RESOLVED AND APPROVED THIS 12<sup>TH</sup> DAY OF MAY, 2026.**

TOWN OF SEVERANCE, COLORADO

\_\_\_\_\_  
Matthew Fries, Mayor

ATTEST

\_\_\_\_\_  
Sarah Jacobsen, Town Clerk

**FIRST AMENDMENT TO THE 2003 WASTEWATER TREATMENT SERVICE  
AGREEMENT BY AND BETWEEN THE TOWN OF WINDSOR, COLORADO, AND  
THE TOWN OF SEVERANCE, COLORADO**

THIS FIRST AMENDMENT TO THE 2003 WASTEWATER TREATMENT SERVICE AGREEMENT (“Amendment”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2026 by and between THE TOWN OF WINDSOR, a home rule municipality and political subdivision of the State of Colorado (“Windsor”) and THE TOWN OF SEVERANCE, a home rule municipality and political subdivision of the State of Colorado (“Severance”). Windsor and Severance may individually be referred to as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, Windsor and Severance are both home rule municipalities, with all powers and authority vested under Colorado law; and

WHEREAS, pursuant to Article XIV, Sec. 18(2)(a) of the Colorado Constitution and Sec. 29-1-201 of the Colorado Revised Statutes, Windsor and Severance are authorized and encouraged to cooperate with one another for purposes that include providing utility services; and

WHEREAS, on or about December 11, 2000, Windsor and Severance entered into an Intergovernmental Agreement for land use and development along certain portions of Highway 392 in Weld County, Colorado, and set forth their intention to cooperate to provide for a regional wastewater treatment facility; and

WHEREAS, Windsor operates a wastewater treatment facility (“WWTF”) that is geographically situated to serve the existing needs and current projected growth of Severance; and

WHEREAS, on April 14, 2003, the Parties entered into a thirty-five (35) year wastewater treatment service agreement (“2003 Agreement”), with Windsor providing wastewater capacity and treatment to Severance in return for Severance's obligation to reimburse Windsor for the cost of plant expansion; and

WHEREAS, under the 2003 Agreement, Windsor increased the East Side Interceptor Sewer by one million (1,000,000) gallons per day (“GPD”) for the benefit of Severance at a cost of Three Hundred Ninety-Five Thousand Dollars (\$395,000), and Severance reimbursed Windsor for that amount; and

WHEREAS, Windsor is designing and undergoing a liquid expansion project (“Liquid Expansion Project”) that will allow the WWTF to serve a larger capacity than contemplated in the 2003 Agreement, and which can accommodate the future wastewater needs of both Parties; and

WHEREAS, Windsor desires that Severance sell back to Windsor two hundred thousand (200,000) GPD of the five hundred ten thousand (510,000) GPD purchased to date of the one million

(1,000,000) GPD reserved and agreed upon in the 2003 Agreement, with the remaining three hundred and ten thousand (310,000) GPD being measured on a 30-day average; and

WHEREAS, the Parties have agreed that Windsor will purchase the two hundred thousand (200,000) GPD back from Severance for Two Million Eight Hundred Sixty-Five Thousand Nine Hundred Thirty-One Dollars (\$2,865,931) to be credited by Windsor to Severance for future wastewater needs, as detailed below; and

WHEREAS, Severance may purchase additional capacity at the then-current rates at the existing WWTF, not to exceed a total capacity of three hundred sixty thousand (360,000) GPD. This total capacity will be measured on a 30-day average, not to exceed a total capacity of three hundred sixty thousand (360,000) GPD. No capacity above three hundred sixty thousand (360,000) GPD will be sold to Severance until the Liquid Expansion Project is operational (anticipated in 2029), without Windsor's express written consent; and

WHEREAS, the Parties agree that once Windsor's new Liquid Expansion Project is operational, Windsor will increase the capacity and treatment afforded to Severance from one million (1,000,000) GPD to two million two hundred thousand (2,200,000) GPD being measured on a 30-day average; and

WHEREAS, Severance agrees to contribute Twenty Million Dollars (\$20,000,000) toward the Liquid Expansion Project in 2027. This payment to Windsor will be then credited against future plant investment fees ("PIF") at the 2027 PIF rate, with the purchased capacity amount to be confirmed by Windsor's consultant, Stantec. Windsor will provide Stantec's analysis supporting the determination; and

WHEREAS, the Parties agree that the new term of this Amendment will be for thirty-five (35) years with an automatic renewal, unless terminated for good cause shown, effectively ending the 2003 agreed-upon thirty-five (35) year term; and

WHEREAS, the Parties find that this Amendment is in the best interest of both the municipalities and their residents.

NOW, THEREFORE, in consideration of the covenants and obligations expressed herein, it is hereby agreed as follows:

Section 1. The Parties acknowledge that the recitals set forth above are true and correct, and those recitals are incorporated into the body of this Amendment.

Section 2. Severance shall sell back to Windsor two hundred thousand (200,000) GPD of the five hundred ten thousand (510,000) GPD purchased to date of the one million (1,000,000) reserved and agreed upon in the 2003 Agreement.

Section 3. Windsor shall provide Severance a credit of Two Million Eight Hundred Sixty-Five

Thousand Nine Hundred Thirty-One Dollars (\$2,865,931) for future wastewater capacity and treatment needs, representing: (a) Two Million Five Hundred Twelve Thousand Eight Hundred Dollars (\$2,512,800), which is the repurchase price for the two hundred thousand (200,000) GPD (120,000 GPD at \$12.08 per GPD and 80,000 GPD at \$13.29 per GPD), and (b) Three Hundred Fifty-Three Thousand One Hundred Thirty-One Dollars (\$353,131) in inflation/interest calculated using the Bureau of Labor Statistics CPI Inflation Calculator. This credit is a non-cash consideration and shall be applied as provided in this Amendment and the 2003 Agreement, as amended.

Section 4. Severance may purchase an additional capacity at the then-current rates at the existing WWTF, not to exceed an overall total capacity of three hundred sixty thousand (360,000) GPD. This total capacity will be measured on a 30-day average, not to exceed a total capacity of three hundred sixty thousand (360,000) GPD. No capacity above three hundred sixty thousand (360,000) GPD will be sold to Severance until the Liquid Expansion Project is operational (anticipated in 2029), without Windsor's express written consent.

Section 5. Upon the Liquid Expansion Project becoming operational, Windsor will increase the capacity and treatment available to Severance from one million (1,000,000) GPD to two million two hundred thousand (2,200,000) GPD being measured on a 30-day average.

Section 6. Any future capacity increases purchased by Severance shall be in increments of twenty-five thousand (25,000) GPD. When Severance's monthly average usage, measured on a 30-day average, is within five thousand (5,000) GPD remaining of its total purchased capacity, Severance may purchase one (1) additional increment of twenty-five thousand (25,000) GPD during that calendar year. However, Windsor shall not be obligated to sell capacity that is not then available. Severance may request additional increments beyond one (1) unit per calendar year, but Windsor shall have sole discretion whether to approve such requests. The twenty-five thousand (25,000) GPD increment shall exclude the decommissioning of the Severance WWTF discussed in Section 15 below.

Section 7. Severance shall contribute Twenty Million Dollars (\$20,000,000) toward the Liquid Expansion Project, made payable to Windsor on or before December 31, 2027. The payment will be credited against future PIF charges at the 2027 PIF rate. Upon Windsor's agreement, Severance may contribute additional funds for future capacity and treatment needs.

Section 8. The term of this Amendment is thirty-five (35) years, with an automatic renewal, unless terminated for good cause shown.

Section 9. Windsor and Severance agree to devote their best efforts towards and to exercise good faith in implementing and adhering to the provisions of this Amendment.

Section 10. This Amendment shall become effective upon its formal adoption by both municipalities.

Section 11. All modifications to this Amendment shall be in writing and approved by both Parties by resolution.

Section 12. Requirements of notice will be satisfied upon mailing to the Parties as follows:

To Windsor:  
Town Manager  
301 Walnut Street  
Windsor, CO 80550

Copy to:  
Town Attorney  
301 Walnut Street  
Windsor, CO 80550

To Severance:  
Town Manager  
3 South Timber Ridge Parkway  
Severance, CO 80550

Copy to:  
Town Attorney  
3 South Timber Ridge Parkway  
Severance, CO 80550

Section 13. This Amendment only applies to the capacity and treatment of wastewater addressed herein. Any portion of the 2003 Agreement that conflicts with this Amendment is hereby repealed and replaced by this Amendment. The remainder of the 2003 Agreement stays in full force and effect.

Section 14. The Parties understand and agree that this Amendment is contingent upon Windsor designing and completing the Liquid Expansion Project needed to provide the wastewater capacity and treatment described herein. If Windsor fails to construct the facilities required to fulfill the terms of this Amendment, this Amendment shall be null and void, and its terms shall revert to those of the 2003 Agreement.

Section 15. The parties agree and understand that once Windsor's Liquid Expansion Project is fully functional, if at any time Severance's WWTF may go off-line or be decommissioned that, Windsor will work with Severance to absorb the additional treatment capacity needed by Severance at the same purchase price agreed to in Section 4 above, as long as Windsor's WWTF has the capacity to service such need. Severance's anticipated volume at the time of Windsor's completed WWTF is expected to be around 200,000 GPD, which will be a portion of the two million two hundred thousand (2,200,000) GPD total treatment capacity.

Section 16. If any portion of this Amendment is held invalid or unenforceable by a court of competent jurisdiction as to either Party or as to both Parties, such invalidity or unenforceability shall not affect the remainder of this Amendment, except that if a requirement or limitation is declared invalid as to one Party, any corresponding requirements or limitation shall be deemed invalid as to the other Party.

IN WITNESS WHEREOF, the above Parties hereto have caused this Amendment to take effect on the day and year written above.

TOWN OF WINDSOR

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Julie Cline, Mayor

ATTEST:

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Karen Frawley, Town Clerk

[Seal]

APPROVED AS TO FORM:

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Daniel L. Money, Town Attorney

TOWN OF SEVERANCE

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Matthew Fries, Mayor

ATTEST:

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Sarah Jacobson, Town Clerk

[Seal]

APPROVED AS TO FORM:

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Andrew Rogers, Town Attorney