



TOWN COUNCIL WORK SESSION & MEETING

Zoom Webinar and Town Council Chamber
3 S. Timber Ridge Parkway, Severance, CO 80550

AGENDA

TOWN COUNCIL WORK SESSION & MEETING 2022-03

Tuesday, February 8, 2022, at 6:00 p.m.

A. CALL TO ORDER WORK SESSION

The Goal of Work Sessions are 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. **Ordinance 2022-04: Publishing Ordinance (pg. 3)**

- Discussion

2. **Ordinance 2022-05: Compensation Ordinance (pg. 7)**

- Discussion

B. CALL TO ORDER REGULAR MEETING

1. **Roll Call**

2. **Pledge of Allegiance**

3. **Agenda Review by Town Manager**

4. **Consent Calendar**

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

A. **Minutes- M2022-02, January 25, 2022 (pg. 10)**

5. **Approval of Agenda**



6. Public Comment:

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

C. TOWN COUNCIL

1. Resolution 2022-06R: Contract Award for Auditor (pg. 14)

- Legislative Action
- Staff Presentation: Nancy Mueller, Finance Director

2. Resolution 2022-07R: Manager Authority for Grants (pg. 25)

- Legislative Action
- Staff Presentation: Nicholas Wharton, Town Manager

3. Ethics and Conduct Council Policies (pg. 27)

- Legislative Action
- Staff Presentation: Nicholas Wharton, Town Manager

D. COUNCIL MEMBER PETITIONS

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

- Town Attorney
- Town Staff
- Town Management
- Town Council Members
- Mayor

E. EXECUTIVE SESSION

Pursuant to Colorado Revised Statutes section 24-6-402(4)(b) for the purpose of receiving legal advice from the Town Attorney on specific legal questions regarding the North Weld County Water District's (NWCWD) moratorium on new water taps and the lawsuit filed against NWCWD by Eagle View Farms, LLC.

F. ADJOURN

TOWN COUNCIL MEETING

Tuesday, February 8, 2022, 6:00 PM (MDT)

Registration URL

https://us02web.zoom.us/webinar/register/WN_GSL5tq02RNOARXxagWeWpA



AGENDA ITEM SUMMARY

AGENDA ITEM	SUBMITTED BY	PRESENTED BY
Ordinance 2022-04	Nicholas J. Wharton, MPA	Nicholas J. Wharton, MPA
ACTION REQUESTED		
<p>Management asks that the Town Council review and discuss Ordinance 2022-04 and provide any changes they deem necessary.</p>	<input type="checkbox"/> Annexation <input type="checkbox"/> Zoning <input type="checkbox"/> Concept Plan <input type="checkbox"/> Final Plat <input checked="" type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Report <input type="checkbox"/> Action Requested	
BRIEF SUMMARY		
<p>As mentioned in the November 1, 2021 memo to the Town Council, there are several actions which need to be taken Per Article XIII, Section Seven our Severance Home Charter; “All acts required by this Charter to be performed by the new Town Council shall be performed within one hundred eighty (180) days of the effective date of this Charter.” This ordinance would address the requirement of Section 6.03(7) “the method of official Town publication of ordinances shall be set by ordinance” of the Severance Home Rule Charter.</p>		
PUBLIC SUPPORT/CONCERN		
<p>None at this time.</p>		
ANALYSIS AND RECOMMENDATION		
<p>Management recommends that the Town Council provide any changes they deem necessary, and Management will bring this ordinance to Town Council on the next consent calendar.</p>		
MATERIALS SUBMITTED		
<p>The following materials were submitted and included in this packet:</p> <ul style="list-style-type: none"> • Ordinance 2022-04 		

**TOWN OF SEVERANCE
ORDINANCE NO. 2022-04**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF SEVERANCE
COLORADO, PRESCRIBING THE MEANS OF PUBLICATION IN CONJUNCTION
WITH THE ENACTMENT OF LOCAL LEGISLATION AND OTHER MATTERS**

WHEREAS, the Town of Severance is a home-rule municipality existing pursuant to the provisions of the Colorado Constitution; and

WHEREAS, Article VI of the Severance Home Rule Charter establishes the procedure to be followed by the Town Council when enacting ordinances; and

WHEREAS, Section 6.03 of the Severance Home Rule Charter require “The method of official Town publication of ordinances shall be set by ordinance;” and

WHEREAS, the Section 1-3-60 of the Severance Municipal Code currently prescribes or otherwise addresses the manner by which such “publication” is to occur; and

WHEREAS, historically the Town of Severance has “published” such notices and ordinances in a newspaper published outside the limits of the Town of Severance, or in some newspaper of general circulation in the Weld County, as contemplated for statutory towns and cities pursuant to Section 31-16-105, C.R.S.; and

WHEREAS, the Colorado Courts have ruled that the manner by which a home-rule Town enacts legislation is a matter of purely local concern; and

WHEREAS, with the advent of the internet and other electronic communication means, Town Council believes and finds that the use of a newspaper is no longer the most effective and efficient means to notify the citizens of Severance and the general public of proposed legislation, or of adopted legislation; and

WHEREAS, the Town Council of the Town of Severance interprets the “publication” requirement in Severance Home Rule Charter to include such means as may be reasonably calculated to provide notice of the actions of Town Council pertaining to the enactment of legislation; and

WHEREAS, Town Council wishes to authorize the use of electronic publication, including posting of notices and ordinances on the Town’s official internet webpage, as a permissible means to publicize the actions of the Town and Town Council, including without limitation, notices of public hearings, proposed legislative actions and final legislative enactments.

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

Section 1. Section 1.3.60 of the Severance Municipal Code is repealed in its entirety and re-enacted to read as follows:

Sec. 1.3.60 – Publication of ordinances.

- (a) Whenever the publication of any proposed or adopted ordinance, or any notice of a hearing, is required by the provisions of the Severance Home Rule Charter, such publication may be achieved through the posting of such notice, legislation, or proposed legislation, by means of printed newspaper, electronic media, or such other media, including posting on the Town’s official website. Except as otherwise provided by ordinance, the Town Manager shall determine the appropriate means of publication through the issuance of an administrative order.
- (b) In the event that such publication is by a means other than publication in a newspaper having general circulation within the limits of Severance, publication shall include posting in the lobby of Town Hall, the front entryway at Town Hall, and the Town’s Website.
- (c) The Town is authorized to publish all ordinances passed by the Town Council by title only, rather than by publishing the full text of the ordinances, provided that each such ordinance is made available for review at the Town Hall during regular business hours.

Section 2. If any article, section, paragraph, sentence, clause or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The Town Council hereby declares that it would have passed this ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 3. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof is hereby repealed to the extent of such inconsistency or conflict.

Section 4. The repeal or modification of any provision of the Municipal Code of the Town of Severance by this ordinance shall not release, extinguish, alter, modify or change in whole or in part any penalty, forfeiture or liability, either civil or criminal, which shall have been incurred under such provision. Each provision shall be treated and held as still remaining in force for the purpose of sustaining any and all proper actions, suits, proceedings and prosecutions for enforcement of the penalty, forfeiture or liability, as well as for the purpose of sustaining any judgment, decree or order which can or may be rendered, entered or made in such actions, suits, proceedings or prosecutions.

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

INTRODUCED, READ, ADOPTED, APPROVED, AND ORDERED PUBLISHED IN FULL this 8th day of February 2022.

TOWN OF SEVERANCE, COLORADO

Matthew Fries, Mayor

ATTEST:

Leah Vanarsdall, MMC, Town Clerk

APPROVED AS TO FORM:

Hayashi & Macsalka, LLC, Town Attorney



AGENDA ITEM SUMMARY

AGENDA ITEM	SUBMITTED BY	PRESENTED BY
Ordinance 2022-05	Nicholas J. Wharton, MPA	Nicholas J. Wharton, MPA
ACTION REQUESTED		
<p>Management asks that the Town Council review and discuss Ordinance 2022-05 and provide any changes they deem necessary.</p>		<ul style="list-style-type: none"> <input type="checkbox"/> Annexation <input type="checkbox"/> Zoning <input type="checkbox"/> Concept Plan <input type="checkbox"/> Final Plat <input checked="" type="checkbox"/> <u>Ordinance</u> <input checked="" type="checkbox"/> <u>Report</u> <input type="checkbox"/> Action Requested
BRIEF SUMMARY		
<p>As mentioned in the November 1, 2021 memo to the Town Council, there are several actions which need to be taken Per Article XIII, Section Seven our Severance Home Charter; "All acts required by this Charter to be performed by the new Town Council shall be performed within one hundred eighty (180) days of the effective date of this Charter." This ordinance would address the requirement of Section 3.07 (1) "The Mayor and Council Members shall receive such compensation as prescribed by ordinance." of the Severance Home Rule Charter.</p>		
PUBLIC SUPPORT/CONCERN		
<p>None at this time.</p>		
ANALYSIS AND RECOMMENDATION		
<p>Management recommends that the Town Council provide any changes they deem necessary, and Management will bring this ordinance to Town Council on the next consent calendar.</p>		
MATERIALS SUBMITTED		
<p>The following materials were submitted and included in this packet:</p> <ul style="list-style-type: none"> • Ordinance 2022-05 		

**TOWN OF SEVERANCE
ORDINANCE NO. 2022-05**

**AN ORDINANCE PROVIDING FOR REVISED COMPENSATION TO TOWN
COUNCIL AND SETTING FORTH REQUIREMENTS FOR THE PAYMENT OF SUCH
COMPENSATION AND REPEALING PRIOR ORDINANCES OR PROVISIONS
THEREOF INVOLVING THE SAME SUBJECT MATTER**

WHEREAS, the Town of Severance is a home-rule municipality existing pursuant to the provisions of the Colorado Constitution; and

WHEREAS, Article III of the Severance Home Rule Charter establishes the procedure to be followed by the Town Council for Compensation of Mayor and Council Members; and

WHEREAS, Section 3.07 (1) of the Severance Home Rule Charter require “The Mayor and Council Members shall receive such compensation as prescribed by ordinance;” and

WHEREAS, Section 3.07 (2) of the Severance Home Rule Charter states the “The Council shall neither increase nor decrease the compensation of any member of Council, including the Mayor, during his or her term of office.”

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

Section 1. Compensation for the Mayor shall be a total of Three-Hundred U.S. Dollars (\$300.00) for each regular bimonthly meeting. Compensation for all other members of the Town Council shall be a total of Fifty U.S. Dollars (\$50.00) for each regular bimonthly meeting. In the event of a special meeting request, a fee will be assessed as set forth in the Town’s Fee Schedule. For any other special work sessions, the Mayor and Town Council shall be paid Fifty U.S. Dollars (\$50.00) per meeting.

Section 2. The compensation described in this ordinance shall be paid monthly and at the same time as the second regular monthly payroll check. The compensation set forth in this ordinance will be reduced by mandatory state and federal withholdings.

Section 3. The increases in compensation, if any, set forth in this ordinance shall take effect upon the expiration of the terms of office of the current mayor, mayor pro tem, and each remaining councilor.

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

Section 5. The repeal or modification of any provision of the Municipal Code of the Town of Severance by this ordinance shall not release, extinguish, alter, modify or change in whole or in part any penalty, forfeiture or liability, either civil or criminal, which shall have been incurred under such provision. Each provision shall be treated and held as still remaining in force

for the purpose of sustaining any and all proper actions, suits, proceedings and prosecutions for enforcement of the penalty, forfeiture or liability, as well as for the purpose of sustaining any judgment, decree or order which can or may be rendered, entered or made in such actions, suits, proceedings or prosecutions.

Section 6. This Ordinance shall take effect thirty (30) days after its publication.

INTRODUCED, READ, ADOPTED, APPROVED, AND ORDERED PUBLISHED IN FULL this 22nd day of February 2022.

TOWN OF SEVERANCE, COLORADO

Matthew Fries, Mayor

ATTEST:

Leah Vanarsdall, MMC, Town Clerk

APPROVED AS TO FORM:

Hayashi & Macsalka, LLC, Town Attorney



TOWN COUNCIL MEETING
Zoom Webinar and Town Council Chamber
3 S. Timber Ridge Parkway, Severance, CO

MINUTES
REGULAR MEETING 2022-02
Tuesday, January 25, 2022
7:02 p.m.

Present:

Mayor:

Matthew Fries

Mayor Pro-tem:

Stephen Gagliardi

Council Members:

Bruce Florquist
Frank Baszler
Dennis'Zeke'Kane
Michelle Duda
Tad Stout

Absent:

Audience: Jay Mendoza-PVREA

Staff:

Nicholas Wharton, Town Manager
Lindsay Radcliff-Coombes, Deputy Town Manager
John Zacklene, Public Works Director
Nancy Mueller CPA, Finance Director
Jim Gerdeman, Chief of Police
Mary Lynn Macsalka, Town Attorney
Chris Messersmith, Town Engineer

A. CALL TO ORDER WORK SESSION

1. Training with Sam Light, CIRSA General Counsel-Suggestions for Success

B. CALL TO ORDER REGULAR MEETING

1. Roll Call - 7:02 pm

2. Pledge of Allegiance

3. Agenda Review: Town Manager

4. Consent Calendar

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

- A. Minutes- January 11, 2022 2022-01**
- B. October Financials**
- C. November Financials**

MOTION WAS MADE BY COUNCIL MEMBER BASZLER, second by Council Member Stout to approve the Consent Calendar, All Council Members present voting Yes,

MOTION PASSED

5. Approval of Agenda

MOTION WAS MADE BY COUNCIL MEMBER FLORQUIST, second by Council Member Kane to approve the Agenda. All Council Members present voting Yes,

MOTION PASSED

6. Public Comment: 7:04

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.

C. TOWN COUNCIL

1. Resolution 2022-02R: Northern Water Section 131 Contracts

- Legislative Action
- Staff Presentation: Nicholas Wharton, Town Manager

MOTION WAS MADE BY COUNCIL MEMBER BASZLER, second by Mayor Pro-Tem Gagliardi to approve Resolution 2022-02R Northern Water Section 131 Contracts. All Council Members present voting Yes,

MOTION PASSED

2. Ordinance 2022-02: Building Code Amendments

- Legislative Action
- Staff Presentation: Russ Weber, Chief Building Official

MOTION WAS MADE BY COUNCIL MEMBER BASZLER, second by Council Member Duda/Kane to adopt Ordinance 2022-02: Building Code Amendments. All Council Members present voting Yes,

MOTION PASSED

3. Ordinance 2022-03: Poudre Valley REA Agreement

- Legislative Action
- Staff Presentation: Nicholas Wharton, Town Manager

MOTION WAS MADE BY COUNCIL MEMBER DUDA, second by Council Member Kane to adopt Ordinance 2022-03: Poudre Valley REA Agreement as revised and outlined by the Town Attorney, Section 5.2 and 5.7 as discussed. All Council Members present voting Yes,

MOTION PASSED

4. Resolution 2022-03R: Budget Reappropriation for 2021

- Quasi-Judicial Action
- Staff Presentation: Nancy Mueller, Finance Director

MOTION WAS MADE BY COUNCIL MEMBER KANE, second by Council Member Stout to approve Resolution 2022-03R: To Appropriate and Reappropriate Funds for 2021 Projects that were Approved but not Completed by December 31, 2021. All Council Members present voting Yes,

MOTION PASSED

5. Resolution 2022-04R: Budget Reappropriation for Summit View and Water Tank Roof Rehab Projects

- Legislative Action
- Staff Presentation: Nancy Mueller, Finance Director

MOTION WAS MADE BY COUNCIL MEMBER BASZLER, second by Mayor Pro-Tem Gagliardi to approve Resolution 2022-04R: Budget Reappropriation for Summit View and Water Tank Roof Rehab Projects. All Council Members present voting Yes,

MOTION PASSED

6. Resolution 2022-05R: Budget Reappropriation for Police Department Vehicles

- Legislative Action
- Staff Presentation: Nancy Mueller, Finance Director and Jim Gerdeman, Chief of Police

MOTION WAS MADE BY COUNCIL MEMBER BASZLER, second by Mayor Pro-Tem Gagliardi to approve Resolution 2022-05R: Budget Reappropriation for Police Department Vehicles in the amount of \$144,260.00. All Board Members present voting **YES**,

MOTION PASSED

D. COUNCIL MEMBER PETITIONS

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

E. STAFF REPORTS

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

- **Town Attorney**
- **Town Staff**
- **Town Management - Donations approved by Council: \$500-4-H Annual Conference & \$1000-Severance After-Prom**
- **Town Council Members**
- **Mayor**

F. ADJOURN – 8:26 pm

TOWN OF SEVERANCE

Matthew Fries, Mayor

ATTEST:

Leah Vanarsdall, MMC, Town Clerk



AGENDA ITEM SUMMARY

AGENDA ITEM	SUBMITTED BY	PRESENTED BY
Resolution 2022-06R Professional Services Agreement for 2021 Audit Services with The Adams Group, LLC	Nancy E. Mueller, CPA Finance Director	Nancy E. Mueller, CPA Finance Director
ACTION REQUESTED		
<p>Administration asks that the Town Board review and discuss the Professional Services Agreement for 2021 Audit Services and Resolution 2022-06R.</p> <p>Actions that may be taken:</p> <ul style="list-style-type: none"> • Move to approve the Professional Services Agreement for 2021 Audit Services with The Adams Group, LLC, and Resolution 2022-06R. • Take no action 		<input type="checkbox"/> Annexation <input type="checkbox"/> Zoning <input type="checkbox"/> Concept Plan <input type="checkbox"/> Final Plat <input checked="" type="checkbox"/> Agreement <input type="checkbox"/> Report <input checked="" type="checkbox"/> Action Requested
BRIEF SUMMARY		
<p>This agreement is to confirm that The Adams Group, LLC will provide the Town of Severance, Colorado audit services for the year ended December 31, 2021. They will audit the financial statements of the governmental activities, the business-type activities, and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of the Town as of and for the year ended December 31, 2021.</p>		
PUBLIC SUPPORT/CONCERN		
<p>None currently.</p>		
RECOMMENDATION		
<p>Administration recommends that the Town Council act and move to approve the Professional Services Agreement for 2021 Audit Services with The Adams Group, LLC and Resolution 2022-06R.</p>		
MATERIALS SUBMITTED		
<p>The following materials were additionally submitted:</p> <ul style="list-style-type: none"> • Professional Services Agreement for 2021 Audit Services with The Adams Group, LLC. • Resolution 2022-06R 		

RESOLUTION NO. 2022-06R

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SEVERANCE, COLORADO,
APPROVING THE PROFESSIONAL SERVICES AGREEMENT FOR 2021 AUDIT SERVICES
WITH THE ADAMS GROUP, LLC.**

WHEREAS, the Town of Severance issued a Request for Proposal (RFP) for audit services; and

WHEREAS, the proposals were scored, and the top two firms were interviewed; and

WHEREAS, the Audit Committee has selected The Adams Group, LLC; and

WHEREAS, it is required by Colorado Revised Statutes Title 29. Government Local § 29-1-603.
Audits Required to conduct an annual audit.

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

The Professional Services Agreement for 2021 Audit Services with The Adams Group, LLC is approved in substantially the same form as the copy attached hereto and made a part of this resolution. The Mayor is authorized to execute the Professional Services Agreement for 2021 Audit Services with The Adams Group, LLC on behalf of the Town of Severance.

RESOLVED AND APPROVED this 8th day of February, 2022.

TOWN OF SEVERANCE, COLORADO

Matthew Fries, Mayor

ATTEST:

Leah Vanarsdall, Town Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this 8th day of February 2022 (the "Effective Date"), by and between the **TOWN OF SEVERANCE**, a Colorado municipal corporation with an address of 3 S. Timber Ridge Parkway, Severance, CO 80550 (the "Town"), and, The Adams Group, LLC an independent contractor with a principal place of business at 400 S. Colorado Blvd. #690, Denver, CO 80246, ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services; and

WHEREAS, Contractor has held itself out to the Town as having the requisite expertise and experience to perform the required professional services.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. SCOPE OF SERVICES

A. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference and known as: **Town of Severance, 2021 Audit Services**.

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. TERM AND TERMINATION

A. This Agreement shall commence on February 8, 2022 and shall continue until Contractor completes the Scope of Services to the satisfaction of the Town, or until terminated as provided herein.

B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay Contractor for all work previously authorized and completed as of the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

C. Effect of Termination. In the event of termination, Contractor shall immediately discontinue performance, and deliver to the Town all Work Product (as defined herein). Without prejudice to any other rights or remedies it may have hereunder or at law or in equity, the Town may itself or through another service provider take over any unfinished Services and Deliverables by whatever reasonable method it may deem expedient. In addition, at the Town's request, Contractor shall timely: (a) document in reasonable detail the status of the terminated Services; and (b) deliver to TOWN OF SEVERANCE copies of all documents and data reasonably required for the completion of any unfinished Services and Deliverables.

III. COMPENSATION

A. In consideration for the completion of the Scope of Services by Contractor, the Town shall pay the Contractor an amount not to exceed \$26,350. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for such fees, costs, and expenses. Contractor may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

B. Contents of Invoices. Invoices shall include the basis upon which payment is requested, such as actual time, number of hours worked, materials and expenses, along with a general description of the Services performed, the start and completion dates of any such services performed, and who performed such services. Contractor shall provide appropriate supporting documentation with each invoice.

C. Disputes. If there exists a good faith dispute with regard to an item appearing on an invoice, the Town has the right to withhold payment on any amounts that are disputed while the Parties attempt to resolve the dispute, provided that the Town provides Contractor with notice of such dispute within thirty (30) days after receipt of the invoice and pays all undisputed amounts by the due date. The Town's withholding of such disputed amount shall not constitute a breach of this Agreement, nor shall it be grounds for Contractor to suspend or terminate its performance of undisputed Services.

D. Set Off: In addition to any other rights the Town has under this Agreement to indemnification or recoupment, Contractor agrees that the Town is entitled to set off any amounts it may owe Contractor under this Agreement against such claims for indemnity or recoupment.

IV. PROFESSIONAL RESPONSIBILITY

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

B. Contractor further warrants and acknowledges as follows: (1) Contractor shall not access, process or otherwise use Dependency Information other than as necessary to facilitate Services; (2) shall not give any third party access to Dependency Information, including without limitation Contractor's other customers or clients; (3) shall exercise commercially reasonable efforts to prevent unauthorized exposure or disclosure of Dependency Information, and shall implement administrative, technical and physical safeguards for managing unauthorized disclosure or exposure of Dependency Information stored by Contractor; and (4) in the event that Contractor has on-site or remote access to Town systems or networks in connection with the Services hereunder, Contractor will comply with the Town's security requirements.

C. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

D. Because the Town has hired Contractor for its professional expertise, Contractor agrees not to employ subcontractors to perform any work except as expressly set forth in the Scope of Services.

V. OWNERSHIP

A. Client Materials. All right, title and interest in and to any materials provided by the Town to Contractor, including without limitation, Dependency Information, hardware, software, equipment and other pre-existing technology, other materials of any kind and nature, and any trademarks, service marks, trade logos or other pre-existing intellectual property rights ("Client Materials") are and shall remain the sole property of the Town. Town grants to Contractor a limited, nontransferable, fully-paid, royalty-free, non-sublicensable, nonexclusive right during the term of this Agreement to copy, store, record, transmit, display, view, print or otherwise use the Client Materials solely to the extent necessary to perform its obligations under this Agreement. No Client Materials shall be removed from the Town's premises without the Town's prior written consent. All Client Materials shall be returned upon the earlier of (a) the Town's request for their return; and (b) completion or termination of the Services. Contractor shall maintain such materials in good condition.

B. Work Product. Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Contractor ("Work Product") have been or will have been specially ordered or commissioned by the Town, and accordingly, each is and will be a "work made for hire" (as such term is used in 17 U.S.C. § 201) for the Town, effective as of the moment each such item is fixed in a tangible medium, whether or not such item is complete. Contractor hereby transfers and assigns to the Town all of its all right, title, and interest in and to all Work Product, including, but not limited to, all United States and foreign copyright, patent, trademark, trade secret and any other proprietary rights pertaining to such Work Product held by Contractor To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Contractor. The forgoing shall not apply to previously created and/or owned intellectual property of Contractor. Nothing in this Agreement will prevent Contractor from retaining copies of documents for the lawful use in its own business purposes. Contractor will provide the Town with a ten (10) day written notice prior to disposal of documents it has retained, during which time the Town may take physical possession of same

VI. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a Town employee for any purposes.

VII. INSURANCE

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

1. Worker's Compensation insurance as required by law.
2. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed

operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

3. Professional liability insurance with minimum limits of \$1,000,000 each claim and \$2,000,000 general aggregate.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C. Contractor shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

VIII. INDEMNIFICATION

A. Contractor agrees to indemnify, defend and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor.

B. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to indemnify and hold harmless the Town may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. ILLEGAL ALIENS

A. Certification. By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, who will perform work under this Agreement and that Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment to confirm the employment eligibility of all employees who are newly hired to perform work under this Agreement.

B. Prohibited Acts. Contractor shall not knowingly employ or contract with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, to perform work under this Agreement, or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, to perform work under this Agreement.

C. Verification.

1. If Contractor has employees, Contractor has confirmed the employment eligibility of all employees who are newly hired to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

2. Contractor shall not use the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

3. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, who is performing work under this Agreement, Contractor shall: notify the subcontractor and the Town within 3 days that Contractor has actual knowledge that the subcontractor is employing or contracting with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, who is performing work under this Agreement; and terminate the subcontract with the subcontractor if within 3 days of receiving the notice required pursuant to subsection 3 hereof, the subcontractor does not stop employing or contracting with the worker without authorization who is performing work under this Agreement; except that Contractor shall not terminate the subcontract if during such 3 days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, who is performing work under this Agreement.

D. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

X. TOWN OBLIGATIONS/CONFIDENTIALITY

A. Dependency Information. The Town shall provide Contractor with data, information, reports and such other documentation (“Dependency Information”) as may be available to the Town, and reasonably required by Contractor perform the Services.

B. Access to Property and Records. The Town shall provide Contractor with access to its property as required and necessary to perform the radio infrastructure maintenance and management services or the Special Professional Services or to complete the Deliverables set forth in a particular SOW. To the extent required by law, the Town and Contractor agree to make this Agreement and any related records available for public disclosure pursuant to any open records law, including, without limitation, the Colorado Open Records Act, C.R.S. §§ 24-72-200.1, *et seq.* Contractor agrees to hold the Town harmless from the disclosure of any records that the Town reasonably believes it is legally required to disclose.

C. Confidentiality; Protection. From time to time during the Term, either party may disclose or make available to the other party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information,

whether orally or in written, electronic, or other form or media, and whether or not marked, designated or otherwise identified as "confidential" (collectively, "Confidential Information"). Confidential Information does not include information that, at the time of disclosure is: (i) in the public domain; (ii) known to the receiving party at the time of disclosure; (iii) rightfully obtained by the receiving party on a non-confidential basis from a third party; or (iv) independently developed by the receiving party. The receiving party shall not disclose the disclosing party's Confidential Information to any person or entity, except to the receiving party's employees who have a need to know the Confidential Information for the receiving party to exercise its rights or perform its obligations hereunder. Contractor expressly recognizes that the Town is subject to the Colorado Open Records Act and may be required to disclose certain information pursuant to the requirements of that Act. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party so that the disclosing party may interpose an objection to such disclosure or take such other action as it deems appropriate to protect the Confidential Information; or (ii) to establish a party's rights under this Agreement, including to make required court filings.

D. Return of Materials. Upon expiration or termination of this Agreement, except as necessary to exercise the rights granted by the Town to Contractor pursuant to Section III, each Party will return promptly or, at the other Party's request, destroy all documents and other tangible objects containing or representing Confidential Information of the other Party except to the extent that such documents must be retained to satisfy auditing or regulatory requirements. If requested by the other Party, each Party will provide the other Party with written certification of compliance with the foregoing obligations under this Section X.D

XI. MISCELLANEOUS

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Weld County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. Third Parties. There are no intended third-party beneficiaries to this Agreement.

E. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail to the Party at the address set forth on the first page of this Agreement.

F. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. Modification. This Agreement may only be modified upon written agreement of the Parties.

H. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

I. Governmental Immunity. The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

J. Rights and Remedies. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

L. Representative Authority. Each person signing this Agreement represents and warrants that he or she is duly authorized and has the legal capacity to execute the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

TOWN OF SEVERANCE, COLORADO

Matthew Fries, Mayor

ATTEST:

Leah Vanarsdall, Town Clerk

APPROVED AS TO FORM:

Hayashi & Macsalka, LLC, Town Attorney

CONTRACTOR

By: _____

EXHIBIT A

A) SCOPE OF WORK TO BE PERFORMED

The Town of Severance desires the auditor to express an opinion on the fair presentation of its governmental activities, its business-type activities, its aggregate discretely presented component units, each of its major funds, and its aggregate remaining fund information in conformity with generally accepted accounting principles.

The Town of Severance desires the auditor to prepare Audited Financial Statements in the first year. In each subsequent year the auditor will prepare and bind the Annual Comprehensive Financial Report (ACFR) document. In the second year, the auditor will also complete a Single Audit related to Federal funds received by The Town. The Town will prepare and send the following schedules for the auditor to include in the Audited Financial Statements and the ACFR:

Management's Discussion and Analysis
Local Highway Finance Report

The auditor shall also be responsible for performing certain limited procedures involving required supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards. Required budget to actual statements are presented as required supplementary information.

The primary entries prepared by the auditors that is expected to continue each year are the GASB 68 entries to record the Town's portion for the FPPA liability.

B) AUDITING STANDARDS TO BE FOLLOWED

To meet the requirements of this request for proposals, the audit shall be performed in accordance with generally accepting auditing standards as set forth by the American Institute of Certified Public Accountants, the standards for financial audits set forth in *Government Auditing Standards* issued by the Comptroller General of the United States, and the audit requirements of Title 2 *US Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* (Uniform Guidance), the provisions of the Single Audit Act of 1984 (as amended in 1996) and the provisions of U.S. Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, Audits of State and Local Governments, including any future changes or replacement of these requirements applicable to the audit period in question.

C) REPORTS TO BE ISSUED

Following the completion of the audit of the fiscal year's financial statements, the auditor shall issue:

1. A report on the fair presentation of the financial statements in conformity with generally accepted accounting principles, including an opinion on the fair presentation of the supplementary schedule of expenditures of federal awards in relation to the audited financial statements.
2. A report on compliance and internal control over compliance based upon an audit of financial statements preformed in accordance with *Government Auditing* standards.

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3. A report on compliance for each major federal program, report on internal control over compliance, and report on the schedule of expenditures of federal awards required by the Uniform Guidance.
 4. A separate management letter communicating other comments or suggestions not included in the reports above.
 5. Additional reports as may become necessary from changes or replacement of the audit regulations and requirements indicated in II c) above.

Reporting to the audit committee. Auditors shall assure themselves that the Town of Severance's audit committee is informed of each of the following:

1. The auditor's responsibility under generally accepted auditing standards
2. Significant accounting policies
3. Management judgments and accounting estimates
4. Significant audit adjustments
5. Auditor's judgments about the quality of the entity's accounting principles
6. Other information in documents containing audited financial statements
7. Disagreements with management
8. Management consultation with other accountants
9. Major issues discussed with management prior to retention
10. Difficulties encountered in performing the audit

D) SPECIAL CONSIDERATIONS

1. The auditor shall furnish one (1) hard copy of the ACFR as well as an electronic version in PDF format. The Town of Severance will file copies of said report with the Colorado State Auditor's office and other appropriate agencies.
2. The schedule of expenditures of federal awards and related auditor's report, as well as the reports on compliance and internal controls are to be issued as part of a single bound ACFR.

E) WORKING PAPER RETENTION AND ACCESS TO WORKING PAPERS

All working papers and reports must be retained, at the auditor's expense, for a minimum of three (3) years, unless the firm is notified in writing by the Town of Severance of the need to extend the retention period. The auditor will be required to make working papers available, upon request, to the following parties or their designees:

- The Town of Severance
- U.S. Government Accountability Office (GAO)
- Parties designated by the federal or state governments or by the Town of Severance as part of an audit quality review process
- Auditors of entities of which the Town of Severance is a subrecipient of grant funds

In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.



AGENDA ITEM SUMMARY

AGENDA ITEM	SUBMITTED BY	PRESENTED BY
Resolution 2022-07R	Nicholas J. Wharton, MPA	Nicholas J. Wharton, MPA
ACTION REQUESTED		
<p>Management asks that the Town Council review and discuss Resolution 2022-07R: A resolution of the Town Council of the Town of Severance, Colorado, authorizing the Town Manager to apply for grants; and directing the town manager to sign said grant applications and take action.</p> <ul style="list-style-type: none"> • Actions that may be taken: <ul style="list-style-type: none"> • Move to approve Resolution 2022-07R • Take no action 	<ul style="list-style-type: none"> <input type="checkbox"/> Annexation <input type="checkbox"/> Zoning <input type="checkbox"/> Concept Plan <input type="checkbox"/> Final Plat <input checked="" type="checkbox"/> <u>Resolution</u> <input type="checkbox"/> Report <input checked="" type="checkbox"/> <u>Action Requested</u> 	
BRIEF SUMMARY		
<p>As noted on several occasions, the Town Council strongly supports the Town Manager, or staff, to apply for grant applications. However, several applications require permission from the Town Council to allow Town officers authorization to sign and bind the Town of Severance to any grant application. This Resolution would allow Management and Staff to apply for grant funding.</p> <p>Please note, the Town Council will, by separate resolution, still authorize the expenditure of funds necessary to meet the terms and obligations of any grant awarded pursuant to a Grant Agreement.</p>		
PUBLIC SUPPORT/CONCERN		
None at this time.		
ANALYSIS AND RECOMMENDATION		
<p>Management recommends that the Town Council take action and move approve Resolution 2022-07R: A resolution of the Town Council of the Town of Severance, Colorado, authorizing the Town Manager to apply for grants; and directing the town manager to sign said grant applications.</p>		
MATERIALS SUBMITTED		
<p>The following materials were submitted and included in this packet:</p> <ul style="list-style-type: none"> • Resolution 2022-07R 		

TOWN OF SEVERANCE

RESOLUTION NO. 2022- 07R

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SEVERANCE,
COLORADO, AUTHORIZING THE TOWN MANAGER TO APPLY FOR GRANTS;
AND DIRECTING THE TOWN MANAGER TO SIGN SAID GRANT APPLICATIONS**

WHEREAS, the Town of Severance is a political subdivision of the State of Colorado, and therefore an eligible applicant for a grant funding; and

WHEREAS, Several organizations, state and federal entities offer grant funding through various programs that Town staff has determined to be good funding sources for a variety of efforts designed to address or promote public facility and service needs for the community; and

WHEREAS, the Town Council believes it is in the best interest of the Town to apply for grant funds; and

WHEREAS, should the Town receive a grant for any eligible projects, staff will ask the Town Council, by a separate resolution, to authorize the Town to enter into a Grant Agreement.

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

Section 1. The Town Council strongly supports and authorizes the Town Manager, or designee, to sign and submit, for or on behalf of the Town, grant applications, and the appropriate Town officers are hereby authorized and directed to sign and bind the Town of Severance to any grant application.

Section 2. The Town Council will, by separate resolution, authorize the expenditure of funds necessary to meet the terms and obligations of any grant awarded pursuant to a Grant Agreement.

RESOLVED AND APPROVED this 8th day of February, 2022.

TOWN OF SEVERANCE

BY: _____
Matthew Fries, Mayor

ATTEST:

Leah Vanarsdall, Town Clerk



AGENDA ITEM SUMMARY

AGENDA ITEM	SUBMITTED BY	PRESENTED BY
Town Council Code of Conduct and Ethics	Nicholas J. Wharton, MPA	Mary Lynn Macsalka
ACTION REQUESTED		
<p>Management and the Town Attorney ask that the Town Council review and discuss the proposed Code of Conduct and Ethics and provide feedback and any changes they deem necessary.</p>	<input type="checkbox"/> Annexation <input type="checkbox"/> Zoning <input type="checkbox"/> Concept Plan <input type="checkbox"/> Final Plat <input checked="" type="checkbox"/> <u>Policy</u> <input checked="" type="checkbox"/> <u>Report</u> <input type="checkbox"/> Action Requested	
BRIEF SUMMARY		
<p>As mentioned in the Novemeber 1, 2021 memo to the Town Council, there are several actions which need to be taken Per Article XIII, Section Seven our Severnace Home Charter; “All acts required by this Charter to be performed by the new Town Council shall be performed within one hundred eighty (180) days of the effective date of this Charter.”</p> <p>Section 3.06 of the Severnace Home Charter requires that “After every election the Council shall adopt by resolution a Code of Conduct and Ethics, which shall address Council conflicts of interest and behavior. The adopted Code of Conduct and Ethics shall specify penalties for violations of its provisions as well as for violations of this Charter. The previous Code of Conduct and Ethics Resolution will be in effect until the newly elected council adopts a new Resolution.”</p>		
PUBLIC SUPPORT/CONCERN		
None at this time.		
ANALYSIS AND RECOMMENDATION		
Management recommends that the Town Council review and discuss the proposed Code of Conduct and Ethics and provide feedback and any changes they deem necessary.		
MATERIALS SUBMITTED		
<p>The following materials were submitted and included in this packet:</p> <ul style="list-style-type: none"> Proposed Code of Conduct and Ethics 		

CODE OF CONDUCT AND ETHICS

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 various boards and commissions of the Town 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 purpose of this Ethics Code is to 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 defining the parameters of honest government; by ensuring that government decisions and policy be made in proper channels of 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 be applicable 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:

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

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

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

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

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

"Business" means any corporation, limited liability company, governmental entity, 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 official position or under circumstances by which a reasonable person could anticipate that such information not be disclosed. Confidential information shall also include matters discussed in executive sessions; however, information otherwise available to the general public does not become "confidential" merely because it was discussed in executive session.

"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.

"Day" means working days.

"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. A "financial interest" includes, without limitation:

- (1) An interest in real property that is owned, leased, or used by a Council or board member or any relative of the Council or board member if it is reasonably foreseeable that an action of the Council or board member will have a special economic effect on the value or use of the real property, distinguishable from its effect on the public;
- (2) An interest in a contract if the Council or board member or any relative of the Council or board member is an employee, a prospective employee for which employment negotiations have begun, a partner, an officer, a director, or a sales representative of the person with whom such contract is made;
- (3) Ownership individually or in a fiduciary capacity of any securities or of any beneficial interest in securities of a business if the aggregate amount of such securities, or interest in such securities, amounts to five percent or more of any class of the securities of the business entity then outstanding or constitutes a controlling interest in the 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.

"Official act" or "official action" means any vote, decision, discussion, recommendation, approval, disapproval, or other action, including inaction, of any Council or board member or of the Town Council or of any board of the Town.

"Pending" means those matters before the Town for an official act or action. Such matters shall not be considered "pending" if no application or request for such official act or 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.

"Town" means the Town of Severance, Colorado, a Colorado home rule municipal corporation.

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 preclude 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 refrain from using their positions in any manner for personal or private gain or which is detrimental to the public good. 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.

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.

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3. Whether or not it shall involve disclosure, no Council or board member shall use or permit the use of any confidential information to advance the personal or financial interest of himself or herself or any other person, unless such information is available to the public at large.
- B. *Gifts of substantial value.* No Council or board member may solicit or receive any compensation, gift, payment of expense, reward, gratuity, loan, reduced interest rate, or any item of value, with an aggregate value of more than sixty-five dollars (\$65.00) tendered by a person who has an interest in any matter pending before the Town which, in the judgment of a reasonably prudent person, would tend to impair the Council or board member's independence or impartiality of judgment in the performance of the Council or board member's official duties with regard to any such pending matter. This restriction also applies to any such items of value given after the pending matter is concluded if it reasonably appears that the giving of the item of value is related to the recipient's participation in the pending matter. The following shall not be prohibited under this subsection:
1. Campaign contributions to a candidate, candidate committee, political committee, and/or issue committee if reported as required by law.
 2. An occasional nonpecuniary gift, having fair market value of or aggregate actual cost of sixty-five dollars or less in value in any calendar year.
 3. A nonpecuniary award publicly presented in recognition of public service.
 4. Payment of or reimbursement for actual and necessary expenditures for travel, subsistence, and admission for attendance at conventions, conferences, seminars, training sessions, luncheon and dinner meetings, or other meetings in connection with Town business.
 5. Acceptance of food and refreshment at conventions, conferences, seminars, training sessions, luncheon and dinner meetings, special occasions, and other meetings in connection with Town business.
 6. Payment for speeches, debates or other public events, reported as honorariums.
 7. Reimbursement for or acceptance of an opportunity to participate in a social function or meeting which is offered to a Council or board member, which is not extraordinary when viewed in light of the position held by such Council or board member.
 8. Payment of salary from employment, including other government employment, in addition to any that may be earned from being a Council or board member.
 9. Items available for free to the general public at trade conventions, conferences, or other public exhibitions, and items offered at a discount, generally, to Council or board members or employees of governments.
- C. *Conflict of interest.* No Council or board member may participate in any discussion of, take any official action on, or vote to render any final decision or determination 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.
- 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 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
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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 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) does not receive any personal pecuniary benefit from such service, other than reimbursement for expenses directly related to such service, (2) 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, (3) 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 (4) 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 or board member of the Town.
- H. *Special consideration.* No Council or board member may request 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.
- I. *Voting on matters involving own conduct.* No Council or board member may take any official action on or vote on any question concerning the member's own conduct.
- J. *Other conduct.* It shall be a violation of this Code of Conduct for any Council 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.

- A. In the event that a Council or board member has a conflict of interest in any matter action proposed or pending before the Council or board of which he or she is a member, the member shall declare such conflict of interest in a public meeting to the Council or board and shall not vote, participate in, or take any official action on the matter.
- B. In the event that 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 11 of this Ethics Code and if it is determined that such member has a conflict of interest, the member shall declare such conflict of interest to the 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. 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. No vote shall be recorded for a Council or board member who refrains from voting due to a conflict of interest.

- D. A Council or board member who has a conflict of interest may vote notwithstanding the requirements and restrictions of this section if his or her participation is necessary to obtain a quorum or otherwise enable the Council or board to act and if he or she complies with the disclosure procedures under subsection A or B of this section.

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 removal procedures described 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 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 hearing such as 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 advice on what constitutes a quasi-judicial decision.
- C. 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. By making such full and complete disclosure, the Council or board member shall be deemed to be in compliance with the requirements of this section. Failure to make such full and complete disclosure shall be a violation of this section.

9. Voting required.

Except as provided in the Town Charter, Town Code, state law, or this Ethics Code, each Council or board member who is present at a meeting shall vote on all issues presented for a vote. Any Council or board member who refuses to vote, except when required to refrain from voting, shall be deemed in violation of this Ethics Code, and the Town Clerk shall record an affirmative vote in the Council or board member's name in accordance with Section 3.05(4) of the Charter.

10. Advisory opinions.

- A. 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 or not a Council or board member has a conflict of interest, consideration may be given to the following:
1. Whether the potential conflict of interest would impede independence of judgment;

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2. The effect of the member's participation on public confidence in the integrity of the Council or board and of the Town government;
 3. Whether the member's participation is likely to have any significant effect on the ultimate disposition of the matter;
 4. The member's fiduciary obligations to the Town; and
 5. The purposes and provisions of this Ethics Code.
- B. 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. Special counsel must be engaged by a majority vote of the Council and his or her reasonable fees and expenses shall be paid by the Town.

11. Enforcement.

- A. *Council to enforce.* The Town Council shall have the responsibility for the enforcement of this Ethics Code and the Town's Charter as to Council 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.
- B. *Verified complaint.* Any person who believes that a Council or board member has violated any of the provisions of this Ethics Code or the Charter and wishes to initiate proceedings on such alleged violation 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 a receipt of a complaint cause to be personally served a copy of the complaint to the Council or board member who is the subject of the complaint. The complaint must state in detail the facts of the alleged violation, 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 a violation of this Ethics Code or the Charter, 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 a violation of this Ethics Code or the Charter has been committed or that an investigation of a possible violation is warranted, the Council may cause an investigation to be made of the circumstances concerning the possible violation. 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 reasonable fees and expenses of the special investigator shall be paid by the Town. Before invoking its investigatory powers, the Council shall approve a motion which shall state 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 may interview witnesses and request documents that may be relevant to the investigation. Before completing the investigation, the special investigator shall provide the Council or board member against whom the complaint is made an opportunity to provide information concerning the complaint. Such information must be provided in writing. Upon completion of the investigation, the special investigator shall provide a written investigation report to the Council stating whether there is probable cause to believe the violation(s) alleged in the complaint occurred, whether the investigation revealed that there is probable cause to believe that different or additional violations of this Ethics Code or the Charter occurred, or recommending dismissal of the complaint, and 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 violation of this Ethics Code or of the Charter. If the Council determines, based on the investigation report, that there is probable cause that a violation 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 prior to the hearing.
- G. *Hearing.* 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. The special investigator shall present the case against the accused. The accused may be represented pro se or by any person of the accused's choice. The hearing shall be conducted so as to provide fundamental fairness, although strict rules of procedure and evidence need not be followed. All witnesses shall be subject to cross-examination. Documentary evidence that can be reasonably authenticated shall be admitted for consideration. A violation of this Ethics Code or the Charter shall be proven by a preponderance of the evidence as determined by two-thirds of all the voting members of the Council. Upon finding that the accused violated this Ethics Code or the Charter, the Council may continue the hearing to discuss and, in its discretion, to receive additional evidence regarding the appropriate penalty.
- H. *Findings.* At the conclusion of the hearing regarding the alleged violation, the Council shall dismiss the charges or find that the accused violated this Ethics Code or the Charter. The Council shall serve on the accused a written findings and order within thirty days after conclusion of the hearing.
- I. *Sanctions.* Upon finding that a Council or board member has violated this Ethics Code or the Charter, 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 violation and any mitigating circumstances. The Council may also remove any board member from such person's appointed position. The Council may also remove a Council or board member from any committees, boards, or other special or ex officio appointments.
- J. *Service.* Service of any notice or other document pursuant to this section or this Ethics Code is complete upon mailing certified mail to the person's last known address, or upon personal service.
- K. *Reimbursement of attorney fees.* If the final outcome of any complaint filed pursuant to this section is dismissal or in the event the Council or board member against whom a complaint is filed is found by the Council not to be in violation of the provisions of this Ethics Code or the Charter, then, in that event, the Council or board member may request and the Town may reimburse the Council or board

member for any attorney fees actually expended by the Council or board member in his or her defense of the complaint, up to the amount of two thousand dollars (\$2,000.00). The Council or board member 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 and the Council shall then review the request and determine its appropriateness hereunder. In the event the Council has determined by resolution to reimburse such fees, the Town shall reimburse such fees within sixty days of receipt of the request for reimbursement.

- L. Nothing in this section or this Ethics Code shall be construed to preclude other actions that may be available at law against a Council or board member for violations of this Ethics Code or the Charter.

12. 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.

Issued Permits by Permit Type

Severance

01/01/2022 - 01/31/2022

Commercial New	Permits Issued	Valuation	Fees Paid
New Commercial	1	\$340,152.00	\$11,552.88
Subtotals:	1	\$340,152.00	\$11,552.88

One Stop	Permits Issued	Valuation	Fees Paid
AC/Furnace Combination	2	\$40,950.00	\$1,077.10
Furnace Replacement	1	\$1,939.35	\$134.91
Replacement Windows	2	\$41,447.00	\$946.05
Water Heater	2	\$7,241.00	\$310.34

Subtotals:	7	\$91,577.35	\$2,468.40
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Residential New	Permits Issued	Valuation	Fees Paid
Detached Single Family	4	\$1,519,499.30	\$73,731.63
Subtotals:	4	\$1,519,499.30	\$73,731.63

Residential One Stop	Permits Issued	Valuation	Fees Paid
Residential Roof - Asphalt	1	\$4,200.00	\$165.60
Subtotals:	1	\$4,200.00	\$165.60

Totals:	13	\$1,955,428.65	\$87,918.51
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