



MONUMENT TOWN COUNCIL
STUDY SESSION & REGULAR MEETING AGENDA
MONDAY, JANUARY 6, 2025 – 5:30 PM
Monument Town Hall - Council Chambers
645 Beacon Lite Road - Monument, CO 80132
[Participate Via Microsoft Teams](#)
Telephone: 719-300-6099 ID 458 478 453#
[Council Packet](#)

1. Study Session Starting at 5:30 PM:

- a. Legislative Policy Review

2. Call Regular Meeting to Order at 6:30 PM, Pledge of Allegiance, Roll Call:

3. Disclosures of Conflicts of Interest:

- a. Disclosures of Potential Conflicts of Interest
- b. Vote on Excluding Council Members With Potential Conflicts of Interest From Consideration, Discussion and Voting on Identified Matters

4. Approval of the Consent Agenda:

- a. Agenda - January 6, 2025
- b. Meeting Minutes - December 16, 2024
- c. Resolution No. 01-2025 - A Resolution Approving a Professional Services Agreement for Comprehensive Plan and Stormwater Management Plan Services
- d. Resolution No. 02-2025 - A Resolution Approving a Professional Services Agreement for Development Impact Fee Nexus Study Services
- e. Resolution No. 03-2025 - A Resolution to Approve and Intergovernmental Agreement Between the Town of Monument and the Monument Fire Protection District Regarding the Wildfire Mitigation Demonstration Project

5. Oaths of Office:

- a. Councilmembers Marco Fiorito, Kenneth Kimple, Laura Kronick, and Jim Romanello

6. Selection of Mayor Pro Tem:

7. Recognition:

- a. Employees of the Year
- b. Completion of the F.B.I. Academy

8. Resolutions:

- a. Resolution No. 04-2025 - A Resolution Adopting A Vision Statement
- b. Resolution No. 05-2025 - A Resolution Appointing Members of the Planning Commission - Martin Trujillo, Daniel Ours, Ray Egley & Donna Hatch

- c. PUBLIC HEARING on Resolution No. 55-2024 - A Resolution Approving the Preliminary and Final Plat Subdivision for Jackson Creek North PMD Filing No. 1
- d. PUBLIC HEARING on Resolution No. 06-2025 - A Resolution Approving a Final Plat for Falcon Commerce Center Filing No. 4

9. Ordinances: *Public Hearings Required*

- a. PUBLIC HEARING on Ordinance No. 01-2025 - An Ordinance Approving a Final Planned Unit Development for Falcon Commerce Center Filing No 4
- b. PUBLIC HEARING on Ordinance No. 02-2025 - An Ordinance Approving Panda Express Final PUD
- c. Ordinance No. 03-2025 - An Ordinance Adding Section 18.03.395 and Amending Section 18.07.110 of the Monument Municipal Code Setting Minimum Requirements for Owner Occupied Units Within Multifamily Dwellings to Promote Affordable Homeownership and a Diverse Mix of Housing Options in Multifamily Projects

10. Ratification of Adopted Budget Resolutions:

- a. PUBLIC HEARING on Resolution No. 56-2024 - A Resolution Adopting a Restated Budget for the Purpose Set Forth Below For the Town of Monument, Colorado, Beginning on the First Day of January 2024 and Ending on the Last Day of December 2024
- b. Resolution No. 57-2024 - A Resolution Appropriating Sums of Money to the Various Funds in the Amounts Set Forth Below for the Town of Monument, Colorado, Beginning on the First Day of January 2024 and Ending on the Last Day of December 2024
- c. PUBLIC HEARING on Resolution No. 58-2024 - A Resolution Adopting a Budget for the Purposes Set Forth Below For the Town of Monument, Colorado, Beginning on the First Day of January 2025 and Ending on the Last Day of December 2025
- d. Resolution No. 59-2024 - A Resolution Appropriating Sums of Money to the Various Funds in the Amounts Set Forth Below for the Town of Monument, Colorado, Beginning on the First Day of January 2025 and Ending on the Last Day of December 2025
- e. Resolution No. 60-2024 - A Resolution to Authorize the Certification of the Property Tax Mill Levy to the El Paso County Assessor for the Budget Year 2025 Beginning on the First Day of January 2025, and Ending on the Last Day of December 2024

11. Discussion Items:

- a. Update on Self-Collection of Sales Tax
- b. Review Ordinance No. 19-2014
- c. Review of Standards of Conduct
- d. Councilmember Committee Assignments

12. Public Comments For Items Not on the Agenda: *Individuals attending in person may raise their hand to indicate their desire to comment. Individuals attending via Teams may "raise their hand" digitally to comment via connected devices. Please lower your hand when finished with your comments. Comments are limited to 3 minutes.*

13. Future Agenda Item Authorization:

14. Council Comments:

15. Executive Session:

- a. Executive Session Pursuant to 24-6-402(4)(b), C.R.S. for a Conference with the Town Attorney for the Purpose of Receiving Legal Advice Regarding Town Employment Practices

16. Other Action Items:

- a. General Release and Settlement Agreement

17. Adjournment:



Town of Monument

2025 Legislative Platform

WORKING DRAFT – January 6, 2025

Purpose

The Town of Monument's Legislative Platform, formally adopted by the Town Council, establishes the Town's positions on legislative matters that have the potential to significantly impact the Town of Monument. This includes legislative matters that are under consideration by the Colorado General Assembly or the U.S. Congress. It also includes various non-legislative matters that may be under consideration at the federal, state and regional levels, including but not limited to those before Colorado agencies (*i.e.*, Air Quality Control Commission, Public Utilities Commission, Department of Transportation, Department of Regulatory Affairs), federal agencies (*i.e.*, Environmental Protection Agency, Department of Transportation, the Federal Communications Commission), regional governments (*i.e.*, Regional Transportation District) and intergovernmental coalitions (*i.e.*, Colorado Municipal League, Pikes Peak Area Council of Governments).

The Legislative Platform reflects those legislative matters in which the Council authorizes the Mayor and Town Manager to engage in legislative advocacy on behalf of the Town without the need for further Council review or authority. Legislative and non-legislative matters can arise and change quickly, and this Legislative Platform provides the Town with the ability to respond in a timely manner on behalf of the Town Council and in the best interest of the Town.

The Council's authorization extends only to advocacy for or against generally applicable legislative proposals (including those pertaining to budget, regulations, policies, and programs) being considered by local, regional, state and/or federal policy makers or regulators consistent with this Legislative Platform and adopted by Town policy. It does not otherwise extend to advocacy for or against any individual project, program, or entitlement application pending before any decision-making body.

Departures from these criteria can be made in unique circumstances as formally determined by the Town Council, such as when adoption of a Town position is important to support its regional partners, even while the policy in question is otherwise of limited consequences to the Town.

The Legislative Platform shall be updated on an annual basis. The Legislative Platform shall be published and disseminated widely to promote transparency and awareness among the public. For emerging issues or situations not outlined in the Legislative Platform, Town staff will work with the Town Council to receive further direction.

Overarching Themes

Support local control

As a home rule municipality, the Town of Monument believes the authority to address issues that pertain to the Town must reside within. Local governments are best suited to identify solutions to local issues particularly regarding the services provided and land use decisions we make. Local authority also includes the flexibility to determine use of funding locally and precludes unfunded mandates from the state or federal government.

No Unfunded Mandates

The Town Council does not support Legislation or other State actions that create unfunded mandates or mandates that are funded with a source that could affect the Town Tabor's limit.

PRIORITIES

Protect and Enhance Transportation

Transportation is a critical issue that impacts our community's health and economic base. As such, the Town of Monument supports legislation and funding that:

- Maintains or increases the level of funding provided by the state or passed through the state by the federal government for transportation activities at the local level.
- Supports efforts to improve safety in all transportation modes; drivers, transit riders, pedestrians and bicyclists.
- Supports an appropriate statewide transportation plan that not only funds repair and maintenance needs, but also commits to network improvements and expansions, including actions that address congestion relief.
- Supports PPACG's Legislative Efforts relative to Transportation.

The Town of Monument opposes legislation that:

- Transfers maintenance responsibility of state-owned roads to municipalities without adequate short and long-term funding from the state to meet these additional responsibilities.

Health, Safety and General Welfare

The Town of Monument strives to provide for the health, safety, and general welfare of our community through the provision of core municipal services, including water utilities, police, fire & emergency medical services, parks & recreation, land-use planning, code enforcement, economic development, etc. The Town supports legislation and funding that:

- Supports local law enforcement efforts.
- Provides for local control over land use and development regulations which guarantee the Town of Monument's ability to implement planning, zoning, and design controls on the built environment, and assess impact fees and other exactions on development activities to deliver community goods and off-set the impacts from development.
- Ensures equitable distribution of resources needed to provide critical municipal functions.

- Protects the ability of municipal utilities to provide quality, adequate, and efficient utility services to their local community.
- Provides additional or strengthens existing tools for economic development.
- Minimizes or eliminates off-loading of State or Federal funding or operational responsibilities onto our local level.
- Addresses the unintended challenges created by the passage of SB 20-217, including the significant impacts on municipal taxpayers related to uncapped fees and damages.
- Protects the Public Safety Spectrum (4.9Ghz) to provide a nationwide, interoperable, wireless broadband network.
- Protects society against Identity (ID) Theft.

Telecommunications

The Town of Monument supports legislative and funding proposals that:

- Offers the opportunity to develop municipally owned or managed telecommunications utilities infrastructure and franchises, including cellular and broadband services.
- Ensures equitable and affordable access to high-speed, quality mobile and broadband telecommunications services.
- Maintains the retention of municipal franchising and regulatory authority over cable television systems.
- Preserves municipal control and autonomy over public rights-of-way and other assets, along with the right of local governments to receive fair and reasonable compensation for their use.

The Town of Monument opposes legislation that:

- Restricts municipal franchising, regulatory, and taxing authority over telecommunications systems.
- Limits the Town of Monument's use of technology to serve its residents and improve its operations.
- Preempts municipal control over access to and regulation of infrastructure and development within public rights-of-way and the preemption of imposition of design controls over utilities infrastructure.

Artificial Intelligence

The Town of Monument supports legislative and funding proposals that:

- Encourages the adoption of AI technologies: Supports legislative and funding proposals that promote the integration of AI technologies to enhance telecommunications infrastructure, ensuring improved efficiency, reliability, and service quality.
- Promotes AI-driven digital inclusion initiatives: Backs the use of AI to bridge the digital divide, providing underserved and rural communities with access to high-speed, affordable broadband and mobile services.
- Advocates for AI ethics and transparency: Endorses the implementation of ethical AI guidelines in telecommunications to ensure transparent, fair, and accountable use of AI-driven systems and processes.

The Town of Monument opposes legislation that:

- Restricts AI development: Stands against legislation that limits the ability of municipalities to develop and implement AI technologies to improve telecommunications services and operations.
- Rejects measures that undermine AI privacy protections: Opposes any legislative efforts that would weaken privacy protections related to the use of AI in telecommunications, ensuring residents' data and communications remain secure and private.
- Creates barriers to AI-driven innovation: Rejects regulations that impede the deployment and advancement of AI technologies in telecommunications, hindering progress and limiting the potential benefits to the community.

Cybersecurity

The Town of Monument supports legislative and funding proposals that:

- Enhances cybersecurity measures: Supports legislative and funding proposals that bolster cybersecurity defenses for municipally owned telecommunications utilities, protecting against cyber threats and ensuring the resilience of services.
- Promotes cybersecurity education and awareness: Advocates for initiatives that increase public and municipal staff knowledge about cybersecurity best practices, helping to prevent cyberattacks and safeguard sensitive information.
- Encourages collaboration on cybersecurity: Endorses partnerships between municipal governments, telecommunications providers, and cybersecurity experts to develop and implement comprehensive cybersecurity strategies.

The Town of Monument opposes legislation that:

- Reduces cybersecurity funding: Stands against legislative measures that cut funding for cybersecurity initiatives, which could weaken the municipality's ability to protect its telecommunications infrastructure.
- Hinders cybersecurity innovation: Opposes legislative efforts that impose restrictions on the development and implementation of advanced cybersecurity technologies, limiting the town's ability to stay ahead of emerging threats.
- Results in inadequate cybersecurity standards: Stands against legislation that sets insufficient cybersecurity standards for telecommunications systems, which could expose the municipality and its residents to increased risk of cyberattacks.

Water and Air Quality

Providing a safe, legal and reliable water supply to the Town's water customers is necessary for supporting a vibrant community. Water, especially in the West, is a precious resource that must be diligently protected. The Town supports legislative and funding proposals that:

- Supports long-range planning efforts to identify future water needs and projects.

- Protects the Town's water rights and the ability to use them with the flexibility needed for Town purposes.
- Supports Conservation programs that promote efficient water use.
- Coordinates responses for drought management.
- Proactively reduces storm water risk.
- Protects the air and water quality of the Pikes Peak Region.

The Town of Monument opposes legislation that:

- Creates undue regulatory burdens on small communities.

Support and Protect our Military Partners

The Town of Monument is a direct neighbor to the United States Air Force Academy and is the home to many active-duty military personnel, veterans, and their respective families. We ascribe to our community/military covenant and support legislative and funding proposals that:

- Provides additional support to military veterans, families and active-duty members.
- Strengthens our military's ability to fulfill its mission.
- Supports efforts to attract and expand military operations in Colorado.

Governmental Immunity

The Town of Monument recognizes that the complexity and diversity of Town operations and services required to meet the needs of residents may expose the Town, its officers, and employees to liability for damage and injury. The Town strongly believes that public officers and employees need to be assured that municipal liability will not impair the lawful and proper provision of necessary services to the public. Therefore, the Town of Monument supports legislative and funding proposals that:

- Provides new and continued State and Federal funding for school safety, disaster preparedness, Homeland Security, and hazardous material response.
- Protects the interests of municipalities, their officers, and their employees in the lawful and proper performance of their duties and responsibilities.
- Discourages baseless and frivolous claims and demands made against municipalities, their officers, and their employees.

The Town of Monument opposes legislation that:

- Expands or increases municipal liability, or, conversely, further limits municipal immunity.

General Finance

The Town of Monument strives to be a good steward of public trust. While sales and use tax revenue comprises the primary funding source for general government services, the Town's wide variety of services are also funded through an array of other taxes, user fees, and other financing sources. Consequently, the Town of Monument supports legislative and funding proposals that:

- Maintains local control over imposition, collection and administration of sales and use taxes.

- Allows state and local governments to require businesses to collect state and local sales and use taxes on remote sales.
- Allows the continuation of existing local government financing methods and the addition of new methods for local government to support the provision of municipal services to residents.
- Enables equitable sharing with municipalities of existing and future State revenues derived from traditional state-collected, locally shared revenues, such as the cigarette tax, Highway Users Tax Fund, and the lottery.

The Town of Monument opposes legislation that:

- Enables State actions or exemptions that erode municipal sales taxes, use taxes, property taxes, and other revenue sources unless the State provides adequate replacement revenues.
- Enables State-mandated reductions to the current property tax structure without specific revenue replacement provisions.

**MONUMENT TOWN COUNCIL
REGULAR MEETING MINUTES**

Monday December 16, 2024 – 6:30 PM

Monument Town Hall – 645 Beacon Lite Rd., Monument CO 80132

Hybrid Meeting – Remote Participation Via Teams

- 1. Call to Order, Pledge of Allegiance, Roll Call:** Mayor LaKind called to order the regular meeting of the Monument Town Council and led those assembled in the Pledge of Allegiance. Proper notice of the meeting was posted for more than 24 hours in the designated posting locations. The following Council members were present for the meeting:

TOWN COUNCIL	TOWN STAFF
PRESENT: Mayor Mitch LaKind Mayor Pro Tem Steve King Councilmember Sana Abbott Councilmember Laura Kronick Councilmember Kenneth Kimple Councilmember Jim Romanello	Madeline VanDenHoek, Interim Town Manager Patrick Regan, Police Chief Tina Erickson, Town Clerk Bob Cole, Town Attorney arrived at 6:35 Will Williams, Director of IT Thomas Tharnish, Director of Public Works Jennifer Phillips, Director of Finance
ATTENDED REMOTELY:	Laura Hogan, Director of Administration
ABSENT WITH PRIOR NOTICE: Councilmember Marco Fiorito.	Dan Ungerleider, Director of Planning
ABSENT WITHOUT PRIOR NOTICE:	

2. Disclosures of Conflicts of Interest:

- a. Disclosures of Potential Conflicts of Interest
- b. Vote on Excluding Council Members with Potential Conflicts of Interest from Consideration, Discussions and Voting on Identified Matters.
 - None were submitted.

3. Approval of the Consent Agenda:

- Agenda – December 16, 2024.
- Meeting Minutes – December 2, 2024.
- Invoices Over \$25K
- Resolution No. 54-2024 – A Resolution Adopting a Town of Monument Employee Handbook.
- Resolution No. 61-2024 – A Resolution Approving an Agreement with Elite Surface Infrastructure for the APRA Stormwater Improvement Project.
- Resolution No. 62-2024 – A Resolution Approving an Agreement with Barnard Constructors Inc. for the Distribution System Upgrades Project.

Kronick moved to approve the consent agenda as presented. Abbott seconded the motion. Roll call vote was taken, and the motion passed 6 to 0.

- The Council recessed for 2 minutes to allow the Town Attorney to get set up.
- The council resumed the regular meeting at 6:36pm

4. Ordinance(s):

- Ordinance No. 24-2024 – An Ordinance Amending Section 18.03.380 and Adding Article 5 to Chapter 18.04 of the Monument Municipal Code Concerning the Regulation of Natural Medicine Businesses. Cole presented ordinance No. 24-2024 as included in the council packet. LaKind opened the public hearing,

Vincent Bruno spoke on the effects of natural medicine for individuals with PTSD, discussed how it would be handled, dispensed; is not in favor of this specific ordinance, wants to have a regulated facility with transparency, stated his concerns with unregulated facilities. The Council provided Mr. Bruno information for the map that was inserted in the 12/02/2024 meeting packet. LaKind closed the public hearing. Romanello moved to approve Ordinance No. 24-2024. Kimple seconded the motion. Roll call vote was taken, and the motion passed 6 to 0.

- Ordinance No. 25-2024 – An Ordinance Authorizing the Execution and Delivery of a Lease Purchase Agreement and Other Documents Related Thereto in Connection with the Completing of Energy Performance Improvements for the Town of Monument Facilities. VanDenHoek presented ordinance No. 25-2024 as included in the council packet. Nate Ecklof with Piper Sandler spoke regarding the Lease purchase COP's and the terms outlined in the ordinance. LaKind opened the public hearing, none were received. LaKind closed the public hearing. Romanello moved to approve Ordinance No. 25-2024. Kronick seconded the motion. Roll call vote was taken, and the motion passed 6 to 0.
- Ordinance No. 26-2024 – An Ordinance Authorizing the Mayor or Interim Town Manager to Sign All Documents Related to a Real Property Transfer with I-25 Properties and Comcast of Colorado/Pennsylvania/West Virginia, LLC., Related to the Town's Water Tank Located on Beacon Lite Road, El Paso County. Tharnish presented ordinance No. 26-2024 as included in the council packet. LaKind questioned if this would be the last of documents or ordinances to follow. Cole clarified this should be all of the documents to be completed aside from easements that will be platted with The County, The County should have incentive to move quickly. LaKind opened the public hearing, none were received. LaKind closed the public hearing. Kronick moved to approve Ordinance No. 26-2024. Abbott seconded the motion. Roll call vote was taken, and the motion passed 6 to 0.

5. Resolution(s):

- PUBLIC HEARING Resolution No. 55-2024 – A Resolution Approving the Preliminary and Final Plat Subdivision for Jackson Creek North PMD Filing No 1. Ungerleider requested the council continue the resolution as all parties will be available for a presentation on January 6th 2025. LaKind opened the public hearing, none were received. LaKind closed the public hearing. King moved to continue Resolution No. 55-2024 to January 6th, 2024. Kronick seconded the motion. Roll call vote was taken and the motion to continue passed 6 to 0.
- Resolution No. 63-2024 – A Resolution Approving an Energy Performance Contract with Veregy West, LLC. VanDenHoek presented resolution 63-2024 as included in the council packet. Cole spoke on revisions to the contract. Kronick moved to approve Resolution No. 63-2024 including documents with non-substantive revisions Abbott seconded the motion. Roll call vote was taken and the motion passed 6 to 0.

6. Public Comment for Items Not on the Agenda:

- None were received.

7. Future Agenda Item Authorization(s):

- committee assignments on January 6, 2024.
- Council Retreat as part of strategic planning- VanDenHoek will send out follow up email with suggestive topic items and dates.

- Legislative policy for Council – Study Session on January 6th 2024.

8. Council Comment(s):

- Kimple along with all the council gave appreciation to Town Staff, public works and Police Department, all gave well wishes to everyone for a blessed holiday, gave appreciation to citizens who support and join meetings in person as well as online.
- LaKind gave appreciation to staff for inviting councilmembers to the end of the year holiday dinner, looking forward to future gatherings.
- Kronick felt it was encouraging, refreshing and positive to see how the awards were generated, happy hearing the cheering for the staff receiving the awards.

9. Executive Session:

- Romanello moved to enter into executive session pursuant to 24-6-402 (4)(b), C.R.S. for a Conference with the Town Attorney for Purpose of Receiving Legal Advice on Specific Legal Questions Regarding Pending Legal Projects. Kronick seconded the motion. Roll call vote was taken and the motion passed 6 to 0.
- Kronick moved to enter into executive session pursuant to 24-6-402 (4)(b) for a Conference with the Town Attorney for the Purpose of Receiving Legal Advice Regarding Town Employment Practices. LaKind seconded the motion. Roll call vote was taken and the motion passed 6 to 0.
- The Council took a 5-minute recess.
- The Council entered executive session at 7:25 pm.
- The Council concluded executive session at 8:22 pm.

10. Adjournment:

- LaKind moved to adjourn the regular meeting prior to entering into executive session, the motion passed unanimously, the meeting was adjourned at 7:15pm.

Respectfully Submitted,

Tina Erickson, Town Clerk



MEMORANDUM

TO: The Honorable Mayor and Town Council
FROM: Dan Ungerleider, AICP, Director of Planning
DATE: January 6, 2025
SUBJECT: Professional Service Agreement for Consultant Services to Update the Comprehensive Plan and Stormwater Management Plan – The Lakota Group

Overview. The Town of Monument's Comprehensive Plan was last adopted on 2/8/2017. Since then, the Town of Monument has seen an increase in development, population, and citizen interest in growth and development. With the financial support of a planning grant issued by the State Department of Local Affairs (DOLA) on July 6, 2023, the Town Council directed the Planning Department to pursue proposals from qualified consultant teams having expertise in developing and updating comprehensive plans in the State of Colorado. On October 8, 2024, the Planning Department issued a request for proposals (RFP) for consultant services (Attachment A) to update the Town's 2017 Comprehensive Plan. In addition to the required standard items commonly covered by a comprehensive plan, the RFP outlined a scope of services addressing the development of a downtown master plan, a parks plan, and a placemaking and design sub-plan. The RFP also contemplated the option of updating the Town's Stormwater Management Plan, subject to the availability of funding.

Proposal Evaluation and Selection. On November 22, 2024, the Town received eight (8) quality proposals. These proposals were reviewed and evaluated on Friday, December 6, 2024, in accordance with the RFP established criteria, by an internal proposal evaluation committee comprised of Town Staff, Mayor Pro Tem King, Councilor Kronick, and Planning Commission Member Smith. At the conclusion of their analysis, the Committee unanimously agreed to pursue a service agreement with the Lakota Group for Comprehensive Plan Update services, and to further investigate having the Lakota Group's consultant team also facilitate an update to the Town's Stormwater Management Program, described below.

The professional services agreement (the "Agreement"), Exhibit A of the proposed resolution (Attachment B), includes a copy of Lakota Group's response to the Comprehensive Plan Update RFP and Stormwater Management Plan addendum, describing the consultant team and, scope and schedule of services for comprehensive plan update and stormwater management plan development services. The Agreement is consistent with Town's established template agreement developed by the Town Attorney and conforms with the scope of work and project expectations outlined in the RFP.

The Agreement provides for a not-to-exceed cost of services of \$512,858 for services provided for comprehensive plan update and stormwater management plan services. The Town will be

reimbursed for an amount not to exceed \$200,000 by the aforementioned DOLA grant. The remaining expense will be drawn from the General Fund.

With the Council's approval, the Planning Department will immediately begin coordinating with the Lakota Group to conduct a project kick-off in February 2025.

Requested Action. Motion to Approve Resolution 01-2025, a resolution approving the professional Services Agreement for Comprehensive Plan and Stormwater Management Plan services between the Town of Monument and the Lakota Group.

Proposal Summary

Consultant Team:

- The Lakota Group. A national planning and urban design consultant firm, based in Chicago
- SB Friedman. A real estate and economic development consultant firm, based in Chicago
- V3. A national civil and environmental engineering consultant, with offices in Denver
- Rollins Consult. Transportation and Traffic Engineering Consultant, based in Fort Collins

Project Cost: \$ 512,858 (not to exceed)

Project Duration: February 2025 – May 2026

**Professional Services Agreement for Comprehensive Plan and Stormwater Management Plan
January 6, 2025**

Attachment A

Request for Proposals (RFP) for Consultant Services

Posted October 8, 2024

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**Professional Services Agreement for Comprehensive Plan and Stormwater Management Plan
January 6, 2025**

Attachment B

Resolution 01-2025

**A Resolution Approving a Professional Service Agreement for Comprehensive Plan and
Stormwater Management Plan Services between the Town of Monument and The Lakota Group**

With associated Exhibits:

- A. Professional Services Agreement for Comprehensive Plan and Stormwater Plan Services
 - A(1). Lakota Group's Response to RFP Scope of Services for Comprehensive Plan Update, dated 11/22/2024
 - A(2). Scope of Services Addendum for Stormwater Management Plan Update, dated 12/12/2024

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**Professional Services Agreement for Comprehensive Plan and Stormwater Management Plan
January 6, 2025**

Attachment A

Request for Proposals (RFP) for Consultant Services

Posted October 8, 2024

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[ATTACHMENT A]

TOWN OF MONUMENT
645 Beacon Lite Road
Monument, CO 80132



PLANNING DEPARTMENT
719-884-8015
www.townofmonument.org/planning

REQUEST FOR PROPOSALS COMPREHENSIVE PLAN UPDATE (MONUMENT2040)

ISSUED OCTOBER 8, 2024

INTRODUCTION

The Town of Monument is located along I-25 just twenty miles north of Colorado's second-largest city, Colorado Springs, and is an easy drive to Denver, just fifty-three miles to the north. The Town is a rapidly growing community, with excellent schools, beautiful surroundings, and easy access to outdoor recreation, all with that small-town feel that provides the quality of life that makes Monument so desirable.

The Town of Monument seeks proposals from qualified consultant teams with expertise in comprehensive plans in Colorado. These teams should have a proven track record of effective community engagement and outreach, a commitment to developing implementable plans that consider community expectations of smart growth, and a focus on creating a user-friendly, marketable, and readable plan that is also a living document that can be regularly evaluated and amended by the Town as needed.

The ideal consultant team should have experience in creating visionary and aspirational comprehensive plans that are implementable with quantifiable tools for evaluating the compatibility of future proposed development to meet the expectations of the community.

Finally, the preferred consultant team should possess the capability and capacity to create a final suite of deliverables that are beautiful and of high quality so that the final deliverables will serve as reliable marketing tools for economic development and grant pursuits for the Town.

The current plan was adopted in 2017 and is due for an update. The purpose of the update is to meet Colorado statutes for home-rule municipalities, ensure that the plan continues to reflect the Town's goals and priorities for the future, and that it reflects and supports the collective voice of the Town of Monument community. The Town is also interested in incorporating a Stormwater Management Plan; a Parks, Trails, and Open Space Plan; and a Downtown Master Plan into this process and the final Comprehensive Plan document. A list of relevant documentation and planning resources is posted on the Town's Monument2040 project page at www.townofmonument.org/monument2040.

SCOPE OF WORK

The Town has initiated an update to the 2017 Comprehensive Plan to address evolving land use and economic conditions. As a result, the Town of Monument invites qualified consultants to submit proposals for the holistic update to the Town's 2017 Comprehensive Plan.

The Plan should create a clear, graphically appealing vision, which will provide the community with guidance as to the types of development opportunities compatible with existing uses within the

Town. The Plan should also properly address development pressures in the Town's business parks, commercial corridors, and downtown, and establish a community vision for the future of these areas. Furthermore, the Plan should consider opportunities for rehabilitation or redevelopment of certain underutilized commercial properties, and the streets, trails and open spaces connecting existing with the new.

PLAN COMPONENTS

The update to the Town's Comprehensive Plan shall include the following minimum components:

Phase I - Discovery and Discussion

1. Update community demographics and history.
2. Incorporate impacts of home rule governance on planning and development.
3. Include State and local planning and economic development initiatives and regulations.
4. Combine infrastructure and facility assets and capacity.
5. Housing needs and affordability assessment.
6. Integrate relations with:
 - a. Local districts (metropolitan, school, library, utility, Fountain Creek Water Shed, etc.)
 - b. Local Partners (Colorado DOT, El Paso County, United States Air Force Academy, Douglas County, National Forest, etc.)
 - c. Municipal neighbors (Colorado Springs, Palmer Lake, etc.)
7. Consider the natural environment.
8. Cover the existing stormwater management and capacity.
9. Feature Monument's place in the marketplace (residential, commercial, and industrial).
10. Understand the Town's current vision and values.

Phase II - Design and Development

1. Economic sustainability strategies.
2. Environmental sustainability, including conservation, water quality and supply resiliency.
3. Social sustainability, including aging in place, social services, etc.
4. Placemaking and design Sub-Plan.
5. Trails, parks, and open space Sub-Plan.
 - a. Improving walkability.
 - b. Preserving and enhance natural amenities.
 - c. Establishing view corridors.
 - d. Maintaining and improving dark sky initiatives.
 - e. Recreation and tourism.
 - f. Encouraging green infrastructure (GBI, LEED, Solar, Electric Vehicles, etc.)
6. Corridors and Special Area Sub-Plans, including:
 - a. Beacon Lite North.
 - b. Old Santa Fe Trail.
 - c. Dellacroce Ranch.
 - d. Regency Park.
 - e. Jackson Creek Parkway Corridor.

7. Public Facilities and Services, including:
 - a. Police and Emergency Services.
 - b. Public Facilities.
 - c. Streets, Roads, and Trails.
 - d. Water.
8. Three-Mile Plan.

Phase III - Decipher and Deliver

1. Define the Vision and Values for Tomorrow.
2. Future Land Use and Annexation (Three-Mile) Plan.
3. Downtown Master Plan.
4. Parks, Trails, and Open Space Master Plan.
5. Stormwater Management Plan.
6. Sub-Area Design Standards Plan.
7. Implementation Strategy.

Priority No. 1 – Public Engagement

We can all agree that public engagement and outreach is essential during the development of a comprehensive plan. Public engagement is even more important in this case given that the Town of Monument is bifurcated by Highway I-25, has areas associated with multiple metropolitan and special area districts, and in many cases, it can be difficult to determine whether or not certain properties are within or outside of incorporated Town of Monument. For this reason, the Town is interested, at a minimum, in the following forms of public outreach:

1. Surveys
2. Stakeholder interviews
3. Community workshops
4. Pop-up idea booths at community events
5. Listening sessions
6. Student engagement
7. Open houses
8. Project website and social media
9. Public meetings
10. Other options proposed by the Consultant.

REQUIRED PROPOSAL CONTENTS

1. A cover letter summarizing the key points of a firm's proposal stressing the firm's approach to addressing the scope of work.
2. A title page that includes the following information:
 - a. Name of the firm.
 - b. Organization of the firm (individual, corporation, partnership, joint venture).
 - c. Local address.
 - d. Telephone number.
 - e. Name of contact person.

- f. Location of branch office, if any.
3. The names of principals, key personnel, and any subcontractors who will be assigned to the project, their experience, qualifications, and periods of service with the firm.
4. A table of contents that includes a clear identification of the material contained in the proposal by section and page number.
5. A detailed account of the firm's approach to the successful completion and implementation of this project. Although the Town identified the general nature of services required, the Town shall provide the consultant broad leeway in establishing an approach and methodology to supplying the requested services and is encouraged to modify the approach based on experience or past successes in previous projects.
6. A statement of projected deliverables: reports, models, traditional graphics, computer-generated graphics, etc. This statement should specify the type, number, and format (hard copy, electronic, etc.) of graphics to be produced through this project.
7. Identification of any anticipated tasks and/or Plan components not outlined in this request for proposal yet are necessary for the successful completion of this project.
8. A description of the firm's anticipated availability and relationship/involvement with the Town's professional staff.
9. A description of proposed public engagement methods to be used.
10. A description of methods used to validate the viability of development recommendations (developer interviews, density studies, etc.)
11. A description of three major development issues facing the Town and how those issues can be addressed through the Comprehensive Plan. The description should be no more than one page in total while summarizing all three major development issues.
12. Short resumes for professional individuals who will be working on this project.
13. A timetable for the project, including submittal dates and a project completion date.
14. A statement of availability from the firm(s) and sub-consultants to undertake this project with specific reference to the personnel described above. This statement must include a commitment to complete this project in accordance with the project timeline described above. The Town desires to have the entire planning effort completed, including adoption, on or before **June 1, 2026**, with possibility of extension if warranted.
15. Writing and/or design samples from team members who will be responsible for preparing writing documents and/or designing elements of the plan.
16. A budget indicating fees to complete the work items and a separate cost detail for specific activities that includes an estimate of the number of work hours (by team member) that will be required to complete a task. An hourly rate (by team member) for work performed outside the scope of contract should also be included. (Based on cost, the Town may elect to have its own staff undertake specific portions of the work program.)
17. A list of at least three (3) municipal clients the Town may contact regarding a project the firm completed for that client. Please include name, title, address, and phone number of contact person for each project listed.

EVALUATION CRITERIA

Critical factors that will be considered in evaluating proposals include:

1. The firm's specific approach to the successful completion and implementation of this project and its responsiveness to the Town's objectives for this project. Priority will be given to firms that demonstrate sensitivity to the needs of the public sector.
2. Qualifications of individuals who would have direct involvement in tasks on this project. Despite a team's overall capabilities and experience, attention will be focused directly on the personnel assigned to the project and the way they will be organized and managed.
3. Capabilities and experience in comparable previous projects and the specialized experience and technical competence of the consultant.
4. Creative use of infographics, graphics, and tables that demonstrate planning recommendations while limiting extensive reliance on text.
5. Costs to complete the project based on the services required as detailed in the firm's project description.
6. Past record of performance on contracts with other governmental agencies of public bodies, including such factors as control of costs, quality of work, and ability to meet schedules from past and existing clients. References will be utilized to determine past record of performance.
7. Capacity of the candidate to perform the work within the time limitations.

SELECTION PROCESS

The Planning Department will serve as the principal contact between the Town and the consultant. A small group of Town staff will review all submittals based on the criteria described above. Town staff will interview a select group or firm to evaluate qualifications. Based on this evaluation, the most qualified firm(s) will participate in an interview before the Proposal Review Committee during the week of **December 16, 2024**.

Based on the proposal and interview, the Proposal Review Committee will select the firm they judge to be the most responsive, responsible, and qualified, and will submit a service contract agreement for approval at the **January 6, 2025**, Town Council meeting.

MISCELLANEOUS

The Town reserves the right to reject any and all proposals and the right in its sole discretion to accept the proposal it considers most favorable to the Town's interest. The Town further reserves the right to reject all proposals and seek new proposals when such procedure is deemed reasonable and in its best interest.

The Town shall not be liable for any expenses incurred by the applicant including, but not limited to, expenses associated with the preparation of the proposal, attendance at interviews, preparation of a cost statement, or final contract negotiations.

All responses to the request for proposal will become the property of the Town. Reasonable precautions will be taken to ensure the confidentiality of the material subject to any disclosure requirements that may apply pursuant to the Colorado Open Records Act. Each respondent shall

denote and clearly indicate any proprietary information that is submitted as part of their proposal. The successful proposal will become public information after selection.

SUBMITTAL INSTRUCTIONS

Proposals must be submitted to:

Department of Planning

Town of Monument

645 Beacon Lite Rd.

Monument, Colorado 80132

Planning@tomgov.org

A virtual pre-submittal meeting (via an MS Teams [link](#)) will be held on **Tuesday, October 15, 2024, at 3 pm** to answer questions regarding the RFP. Please email planning@tomgov.org to confirm your interest in attending this meeting.

One (1) copy of the proposal, in pdf format, must be received no later than **1 pm on Friday, November 22, 2024**. It is suggested that the proposal be formatted in a standard 8.5" x 11" format for ease of review and reproduction. No size larger than 11" x 17" can be accepted to allow for Town reproduction.

**Professional Services Agreement for Comprehensive Plan and Stormwater Management Plan
January 6, 2025**

Attachment B

Resolution 01-2025

**A Resolution Approving a Professional Service Agreement for Comprehensive Plan and
Stormwater Management Plan Services between the Town of Monument and The Lakota Group**

With associated Exhibits:

- A. Professional Services Agreement for Comprehensive Plan and Stormwater Plan Services
 - A(1). Lakota Group's Response to RFP Scope of Services for Comprehensive Plan Update, dated 11/22/2024
 - A(2). Scope of Services Addendum for Stormwater Management Plan Update, dated 12/12/2024

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TOWN OF MONUMENT

RESOLUTION NO. 01-2025

**A RESOLUTION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT FOR
COMPREHENSIVE PLAN AND STORMWATER MANAGEMENT PLAN SERVICES**

WHEREAS, the Town of Monument (“Town”) is a home rule municipality duly organized and existing under Article XX of the Colorado Constitution and the Town’s Home Rule Charter approved by the electors on November 8, 2022 (“Charter”); and

WHEREAS, the Town’s Comprehensive Plan was last adopted on February 2, 2017, and since then, the Town has experienced an increase in development, population, and citizen interest in growth and development.

WHEREAS, the Town is required to have and maintain an up-to-date comprehensive plan, and 3-mile annexation plan, and housing needs and affordability plan per State Statute;

WHEREAS, the Town is required to have and maintain an up-to-date stormwater management plan in compliance with the State’s MS4 Permit (CDPHE MS4 General Permit COR090000);

WHEREAS, the Town applied for and received a \$200,000, 50/50 planning grant from the State Department of Local Affairs (DOLA) for consultant services to revise the Town’s official Comprehensive Plan, including its 3-mile Annexation Plan, Housing Needs and Affordability Plan in accordance with State Statute;

WHEREAS, on September 25, 2024, Town Council and the Planning Commission held a joint-workshop to develop and agree upon a scope of work and expectations for updating the comprehensive plan;

WHEREAS, on October 8, 2024, the Town published a request for proposals (RFP) seeking third-party consultant services for comprehensive plan update services and received eight (8) proposals; and

WHEREAS, on December 6, 2024, a proposal evaluation committee including two council members, a planning commission member and Town Staff convened, considered the proposals, and recommended the Lakota Group be selected as the consultant firm to provide the Town comprehensive plan update and stormwater management plan services.

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

Section 1. Incorporation. The recitals set forth above are incorporated and resolved as if set forth in the section in full.

Section 2. Selection of Professional Service Provider. The Professional Service Provider is selector to provide the Services based on the evaluation and selection criteria contained in the contract and Procurement Policy and the solicitation for services.

Section 3. Approval of Professional Services Agreement. The Professional Services Agreement (“Agreement”), in the form attached hereto and incorporated herein as Exhibit A, is approved, and with

additional, non-substantive changes as may be approved by the Town Attorney. The Mayor and Town Manger are authorized to execute and sign the Agreement indicating it is approved as to form, and the Town Clerk is authorized to attest such signatures.

Section 4. Authorization of Expenditure. The expenditure of funds provided in the Agreement for the scope of services identified in the Agreement is not to exceed \$512,858.00 is approved.

Section 5. Effective Date. This Resolution shall become effective and be in full force and effect immediately upon approval.

Section 6. Severability. If any portion of this Resolution or the application thereof shall be found to be invalid by a court, such invalidity shall not affect the remaining portions or applications which can be given effect without the invalid portion or application, provided such remaining portions or applications are not determined by the court to be inoperable.

PASSED AND RESOLVED by the Town of Monument, El Paso County, Colorado, this 6th day of January 2025, by a vote of ____ for and ____ against.

TOWN OF MONUMENT

By: _____
Mitch LaKind, Mayor

ATTEST:

Tina Erickson, Town Clerk

Exhibit A

**PROFESSIONAL SERVICES AGREEMENT FOR
COMPREHENSIVE PLAN AND STORMWATER MANAGEMENT PLAN SERVICES
BETWEEN**

**TOWN OF MONUMENT
and
THELAKOTA GROUP**

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**PROFESSIONAL SERVICES AGREEMENT FOR
COMPREHENSIVE PLAN AND STORMWATER MANAGEMENT PLAN SERVICES
BETWEEN**

**TOWN OF MONUMENT
and
THE LAKOTA GROUP**

THIS SERVICES AGREEMENT (“Agreement”) is made and entered into on December 17, 2024 by and between the **TOWN OF MONUMENT**, a home-rule municipality organized under the laws of the State of Colorado (“Town”), whose mailing address 645 Beacon Lite Road, Monument, CO 80132, and **The Lakota Group, Inc.**, an Illinois Corporation (“Contractor”), whose mailing address is 1 E. Wacker Drive, Chicago, Illinois 60601. The Town and the Contractor are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

WITNESSETH:

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the Parties as follows:

1. Scope of Services. The Contractor agrees to provide Comprehensive Planning and Stormwater Management Master Planning services, as further described in **Exhibit A**, attached hereto and incorporated herein by this reference (“Scope of Services”). All provisions of **Exhibit A**, comprised of the scope of work for the Comprehensive Plan and the Stormwater Management Plan, including without limitation any terms and conditions included therein, shall be subject to the provisions of this Agreement. In the event of a conflict or inconsistency between a provision in the body of this Agreement and a provision in **Exhibit A** or any other exhibit or schedule attached hereto, the provision in the body of this Agreement shall control.

2. Time of Commencement and Completion of Services. The services to be performed pursuant to this Agreement shall be initiated no later than February 2025 and completed no later than May 2026. Any modifications to such deadlines must be agreed upon in writing by the Parties prior to the applicable deadline.

3. Early Termination by Town. Notwithstanding the time periods contained herein, the Town may terminate this Agreement at any time without cause by providing written notice of termination to the Contractor. Such notice shall be delivered at least three (3) days prior to the termination date contained in said notice unless otherwise agreed in writing by the Parties. In the event of any such early termination by the Town, the Contractor shall be paid for services rendered prior to the date of termination, subject only to the satisfactory performance of the Contractor’s obligations under this Agreement. Contractor understands and agrees that such payment shall be the Contractor’s sole right and remedy for such termination.

4. Suspension. Without terminating this Agreement or breaching its obligations hereunder, the Town may, at its convenience, suspend the services of the Contractor by giving the Contractor written notice one (1) day in advance of the suspension date. Upon receipt of such notice, the Contractor shall cease its work in as efficient a manner as possible so as to keep its total charges

to the Town for services under this Agreement to the minimum, but in no circumstance later than three (3) business days after receipt of the notice of suspension. No work shall be performed during such suspension except with prior written authorization by the Town Representative (as defined below). If a suspension is still in effect thirty (30) calendar days after the Contractor's receipt of the notice of suspension, the Contractor may terminate this Agreement by providing the Town with written notice of termination. Upon the Town's receipt of such notice of termination from Contractor, this Agreement will be deemed terminated.

5. Compensation. In consideration of the services to be performed pursuant to this Agreement, the Town agrees to pay the Contractor the amounts set forth in Exhibit A. Total compensation shall not exceed five hundred twelve thousand and eight hundred fifty eight Dollars (\$512,858). The Town shall provide no benefits to the Contractor other than the compensation stated above. The Contractor shall bill its charges to the Town periodically, but no more frequently than once a month.

6. Qualifications on Obligations to Pay. No partial payment made by the Town shall be considered final acceptance or approval of that part of the Scope of Services paid for or shall relieve the Contractor of any of its obligations under this Agreement. Notwithstanding any other terms of this Agreement, the Town may withhold any payment (whether a progress payment or final payment) to the Contractor if any one or more of the following conditions exists:

a. The Contractor is in default of any of its obligations under this Agreement, including without limitation the obligation to maintain insurance and provide Certificates of Insurance to the Town in accordance with Section 13 (Insurance).

b. Any part of such payment is attributable to services that are not performed in accordance with the terms of this Agreement and its associated exhibit(s). The Town will pay for any portion of the services performed in conformance with this Agreement and its associated exhibit(s).

c. The Contractor has failed to make payments promptly to any third-party used to perform any portion of the services hereunder, subject to Paragraph 9, for which the Town has made payments to the Contractor.

7. Town Representative. The Town will designate, prior to commencement of work, its project representative (the "Town Representative") who shall make, within the scope of his or her authority, all necessary and proper decisions with reference to the Scope of Services. All requests for contract interpretations, change orders, and other clarification or instruction shall be directed to the Town Representative.

8. Independent Contractor. The Contractor agrees that the services to be performed by the Contractor are those of an independent contractor and associated subconsultants and not of an employee of the Town. **The Contractor is obligated to pay federal and state income tax on any moneys earned pursuant to this Agreement. Neither the Contractor nor its employees, if any, are entitled to workers' compensation benefits from the Town for the performance of the services described in this Agreement.**

9. Assignment. The Contractor shall neither assign any responsibilities nor delegate any duties arising under this Agreement to a third party without the prior written consent of the Town, which may be granted or denied in Town's sole discretion.

10. Standard of Care. The Contractor shall perform the services hereunder at or above the standard of care of those in its profession or industry providing similar services in the Town's local area; provided, however, that in the event the standard of care is higher in the local area where the Contractor's office primarily responsible for providing the services is located, then the standard of care applicable to the local area where the Contractor's office is located shall be applicable to such services.

11. Accuracy of Work. The Contractor represents, covenants, and agrees that its work will be accurate and free from any material errors. The Contractor shall correct any errors or deficiencies in the Contractor's services of which it becomes aware promptly and without additional compensation unless such corrective action is directly attributable to errors or deficiencies in information furnished by the Town. The Town's approval of the Contractor's services shall not diminish or release the Contractor's duties or obligations hereunder, since the Town is ultimately relying upon the Contractor's skill and knowledge to perform the Scope of Services. The obligations contained in this Section 11 shall survive for a period of two (2) years following termination or expiration of this Agreement.

12. Duty to Warn. The Contractor agrees to call to the Town's attention errors in any drawings, plans, sketches, instructions, information, requirements, procedures, and other data supplied to the Contractor by the Town or a third-party that it becomes aware of and believes may be unsuitable, improper, or inaccurate in a material way. However, the Contractor shall not independently verify the validity, completeness, or accuracy of such information unless otherwise expressly engaged to do so by the Town. Nothing shall detract from this obligation unless the Contractor advises the Town in writing that such data may be unsuitable, improper, or inaccurate and the Town nevertheless confirms in writing that it wishes the Contractor to proceed according to such data as originally given.

13. Insurance.

a. During the term of this Agreement, the Contractor shall purchase and maintain, at its own cost and expense, the following:

i. Workers' compensation insurance for its employees, if any, as required by Colorado law with limits of at least \$500,000 per injury or illness an employee suffers as a result of providing the services hereunder, with a \$500,000 aggregate per occurrence.

ii. Employer's liability insurance with limits of at least \$500,000 per employee/accident and \$1,000,000 aggregate.

iii. Commercial general liability insurance covering, without limitation, premises operations, products-completed operations, contractual liability insuring the obligations assumed by the Contractor under this Agreement, personal and advertising injury, and broad form property damage, with limits of at least \$2,000,000 per occurrence for bodily injury, death or damage to property; \$2,000,000 per occurrence for personal and advertising injury; \$2,000,000 products-completed operations; and \$2,000,000 general aggregate; and

iv. Automobile liability insurance covering all owned, hired and non-owned vehicles used in the performance of the Contractor's services under this Agreement with a limit of at least \$2,000,000 combined per accident for bodily injury and property damage; and

b. The insurance required herein may be satisfied through any combination of primary and excess/umbrella liability policies.

c. The insurance required herein shall be written by an insurance company or companies that (i) have an A.M. Best Company rating of “A-VII” or better, and (ii) are authorized to issue insurance in the State of Colorado.

d. The Town, the Town Representative, and the Town’s directors, officers, employees, and Planning Commission members, shall be endorsed as “Additional Insureds” under the (i) commercial general liability insurance policy for both ongoing and completed services for a period of two (2) years ; and (ii) automobile liability policy.

e. The Contractor shall provide a waiver of subrogation endorsement, or its equivalent, under the (i) workers’ compensation; (ii) commercial general liability; and (iii) automobile liability insurance policies in favor of the Town, its directors, officers, agents, and employees.

f. All liability insurance policies required herein shall provide that the coverage is primary and non-contributory to other insurance available to the Town and its directors, officers, agents, and employees. Any insurance maintained by the Town and its directors, officers, agents, and employees shall be excess of and shall not contribute with the Contractor’s insurance.

g. Prior to commencement of performance, the Contractor shall provide certificates of insurance satisfactory to the Town that clearly evidence all insurance coverages required herein, including but not limited to endorsements (individually and collectively, “Certificates of Insurance”). The Contractor agrees that, until the Town is supplied with Certificates of Insurance, no payment under this Agreement will be made by the Town. The Contractor will provide the Town with updated Certificates of Insurance within ten (10) calendar days of the anniversary of the effective date of coverage should that date fall during the term of this Agreement. Failure of the Town to require Certificates of Insurance or to identify a deficiency in coverage shall not relieve the Contractor of its responsibility to provide the specific insurance coverages set forth herein.

h. Subject to Section 9 (Assignment), the Contractor shall require each subcontractor and/or third-party performing work for the Contractor related to the Scope of Services to purchase and maintain insurance of the types and with policy limits no less than those required of Contractor under this Section 13. All general liability policies carried by a subcontractor and/or third-party shall be endorsed to include the Additional Insureds identified above. Each subcontractor and/or third-party shall be required to provide Contractor, upon request, with certificates of insurance evidencing such coverage prior to commencement of work by a subcontractor and/or third party.

i. The insurance policies afforded hereunder shall not be cancelled or allowed to expire unless at least thirty (30) days’ prior written notice has been delivered to the Town, except in the event of cancellation due to non-payment of a premium, in which case notice shall be given to the Town no later than ten (10) days prior to cancellation of the policy. Upon receipt of any notice of cancellation or non-renewal, the Contractor shall, within five (5) days, procure other policies of insurance as necessary to comply with this Section 13 and provide Certificates of Insurance evidencing the same to the Town. Notwithstanding the provisions contained in Section 18 (Remedies), if the Contractor fails to procure the required insurance or provide the Town with Certificates of Insurance within the timeframe provided, the Town may terminate or suspend this Agreement upon written notice to the Contractor.

14. Intentionally Deleted.
15. Compliance with Laws. The Contractor is obligated to familiarize itself and comply with all laws applicable to the performance of the Scope of Services, including without limitation all state and local licensing and registration requirements.
16. Acceptance Not Waiver. The Town's approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights or benefits provided to the Town under this Agreement.
17. Default. Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either Party should fail or refuse to perform according to the terms of this Agreement, such Party may be declared in default.
18. Remedies. Except as provided in Section 13(i) (Insurance), in the event a Party declares a default by the other Party, such defaulting Party shall be allowed a period of ten (10) days within which to cure said default. In the event the default remains uncorrected, the Party declaring default may elect to (a) terminate the Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (c) avail itself of any other remedy at law or equity. If the non-defaulting Party commences legal or equitable actions against the defaulting Party, the defaulting Party shall be liable to the non-defaulting Party for the non-defaulting Party's reasonable attorney fees and costs incurred because of the default.
19. Indemnification; No Waiver of Liability or Immunity. The Contractor agrees to indemnify, , and hold harmless the Town and its officers, directors, employees, agents, engineers/architects and attorneys from any and all damages and liabilities arising from the Contractor's performance of the Scope of Services to the extent caused by the negligent acts, errors, or omissions of the Contractor in the performance of the Scope of Services. The Contractor's obligations under this Section 19 shall be to the fullest extent permitted by law and shall survive termination or expiration of this Agreement. **Notwithstanding any other provision contained in this Agreement, including but not limited to Exhibit A, the Town does not agree to defend, indemnify, or hold harmless the Contractor or waive or limit the Contractor's liability (either by type of liability or amount).** The Town is relying on and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, defenses, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as from time to time amended, or otherwise available to the Town or its officers or employees.
20. Binding Effect. This writing constitutes the entire agreement between the Parties and shall be binding upon the Parties, their officers, employees, agents and assigns and shall inure to the benefit of the Parties' respective survivors, heirs, personal representatives, successors and permitted assigns.
21. Amendment. No amendment or modification of this Agreement shall be binding upon the Parties unless the same is in writing and approved by a duly authorized representative of each Party.
22. Law; Venue. The laws of the State of Colorado shall govern the construction, interpretation, execution, and enforcement of this Agreement. Venue for any dispute between the Parties arising out of or relating to this Agreement shall be in the State of Colorado District Court for El Paso County.

23. Severability. In the event any term or condition of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

24. Annual Appropriation. The Town's obligations hereunder are subject to the annual appropriation of funds necessary for the performance thereof, which appropriations shall be made in the sole discretion of the Town Council of the Town.

25. Township of Work Product. All documents such as reports, plans, drawings and contract specifications, information, and other materials prepared or furnished by the Contractor (or the Contractor's independent professional associates, permitted subcontractors, and consultants) and paid for pursuant to this Agreement are instruments of public information and property of the Town. All internal documents which support the public information such as field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by the Contractor as instruments of service shall be provided to the Town. The Town understands such documents are not intended or represented to be suitable for reuse by the Town or others for purposes outside the specific scope and conditions of the Scope of Services. Any reuse without written verification or adaptation by the Contractor for the specific purpose intended will be at the Town's sole risk and without liability or legal exposure to the Contractor, or to the Contractor's independent professional associates, permitted subcontractors, or consultants.

26. Taxes. The Town is a governmental entity and is therefore exempt from state and local sales and use tax. The Town will not pay for or reimburse any sales or use tax that may not directly be imposed against the Town. The Contractor shall use the Town's sales tax exemption for the purchase of any and all products and equipment on behalf of the Town.

27. Time is of the Essence. All times stated in this Agreement are of the essence.

28. Notices. All notices which are required, or which may be given under this Agreement shall be effective when mailed via registered or certified mail, postage prepaid and sent to the address first set forth above.

29. Counterparts, Electronic Signatures and Electronic Records. This Agreement may be executed in multiple counterparts, each of which shall be an original, but all of which, together, shall constitute one and the same instrument. The Parties consent to the use of electronic signatures and agree that the transaction may be conducted electronically pursuant to the Uniform Electronic Transactions Act, § 24-71.3-101, et seq., C.R.S.

30. No Third-Party Beneficiaries. The Parties to this Agreement do not intend to benefit any person not a party to this Agreement. No person or entity, other than the Parties to this Agreement, shall have any right, legal or equitable, to enforce any provision of this Agreement.

31. Section Headings. The section headings in this Agreement have been inserted for convenience of reference only and shall not affect the meaning or interpretation of any part of this Agreement.

32. Not Construed Against Drafter. Each Party acknowledges that it has had an adequate opportunity to review each and every provision contained in this Agreement, including the opportunity to consult with legal counsel. Based on the foregoing, no provision of this Agreement shall be construed against either Party by reason of such Party being deemed to have drafted such provision.

[Signature Pages Follow]

TOWN:

TOWN OF MONUMENT, a home-rule municipality
organized under the laws of the State of Colorado

By: _____
Name: _____
Title: _____
Date: _____

CONTRACTOR:

NAME OF CONTRACTOR



By: _____
Name: Scott Freres, PLA, ASLA
Title: President
Date: 12/16/24

**Professional Services Agreement – The Lakota Group
Comprehensive Plan and Stormwater Management Plan Services**

EXHIBIT B

SCOPE OF SERVICES AND COMPENSATION

(Attach proposals or other documentation if available and intended for incorporation into the Agreement)

TOWN OF

MONUMENT

COMPREHENSIVE PLAN

RFP Response | November 22, 2024

**THE
LAKOTA
GROUP.**

SB Friedman
V3
Rollins
Radian



Our journey is driven by a singular purpose - to leave a lasting positive impact on the places we touch, creating better communities for generations to come, fostering a brighter and more connected future for all.

COMPREHENSIVE PLAN UPDATE
TOWN OF MONUMENT, COLORADO

THE LAKOTA GROUP

1 E. Wacker Dr. 27th Fl. | Chicago, Illinois 60601

Contact: Scott Freres, PLA, ASLA, President

E: sfreres@thelakotagroup.com

P: (312) 467-5445 x 202

OUR SERVICES

Planning
Urban Design
Landscape Architecture
Historic Preservation
Community Engagement



HISTORIC DOWNTOWN
MONUMENT

Small Town
**ART
HOP**
Celebrate the Arts

**Third
Thursday**
May thru Sept.
5-8pm

Shops ↔ ↑
Dining ← ↑
Limbach Park ↑
Monument Lake ↑

135
Second Street

**THE
REST**

Vintage / Antiques
Home Decor
Gifts

{good things for all}

November 22, 2024

Department of Planning
Town of Monument
645 Beacon Lite Road
Monument, CO 80132
planning@tomgov.org



RE: Monument 2040 Comprehensive Plan Proposal

Town of Monument Selection Committee,

The **Lakota Group**, along with our partners, **SB Friedman Development Advisors, V3, Rollins LLC**, and **Radian**, is excited to submit the following proposal to partner with the Town of Monument in developing Monument 2040, a transformative update to the community's 2017 comprehensive plan. We believe that our extensive experience in community planning and design uniquely positions us to support Monument's journey toward positive growth and a unified identity as a special historic town with a vibrant future.

Why is the Monument 2040 comprehensive plan process so important?

Simply put, the Monument community sits at the crossroads of direction...a tipping point between looking back and looking forward. Who do we want to be? The Town has the opportunity to carefully write its own script for managing and balancing graceful change. It needs an updated vision that shares community voice, educates on the value-add to current and future residents and sets in motion strategies for all residents to experience the highest quality of life in housing choice, affordability, public services and health and wellness. Monument needs a long-term vision plan, call it 20 years, or call it 100 years, it doesn't matter as long as it represents a common voice and focuses the community on positive dialogue to understanding the critical topics that are being faced now and will continue into the future. It must provide a road map and clear and actionable items that can be moved forward within its means.

Challenges, opportunities, and important decisions abound in Monument's future. Growth and development are top concerns among residents and they are eager to share ideas about the shape future development should take. As we embark on a process to hear the community's voice, it is important to remember ***there is no stock approach to making a plan or creating a vision.*** It starts with selecting the right partners, setting the appropriate work plan and targeting a messaging and outreach program that fills the void with answers, education and factual data to soften the road bumps along the way.

Here is why the Lakota Group Team is the right partner to help craft the Monument 2040 Comprehensive Plan:

- » **We are creative planners and strategic thinkers**, experienced in working with communities large and small to address critical issues, including sustainability and resiliency, achievable economic development, context-sensitive community design, multi-modal transportation/connectivity, attainable housing choices, and local quality-of-life. Our creativity, passion, and expertise are perfectly suited for addressing the needs of this plan in a meaningful and impactful way.
- » **We are multi-faceted**. Our qualifications show, the Lakota Group and our team have significant public and private experience in comprehensive planning initiatives, community visioning and engagement, engineering for infrastructure and stormwater, and other targeted detailed planning and urban design activities, including downtown master plans, neighborhood & corridor plans, and historic preservation plans. We are not a mass production comprehensive planning firm. ***Why? Because it requires focus and commitment to do it right.***
- » **Not only do we bring national and regional-based experience, but we also intimately understand the local issues**. Our team has worked around the country, which allows us to bring experience and objective thought to the issues that currently face the Monument community, while ensuring that the plan will be steeped in everything that is “uniquely Monument.”
- » **We roll up our sleeves and work** with community leaders, organizations, business owners, residents, developers, and other stakeholders to create positive dialogue from the beginning. We strive to pinpoint the qualities that make each place special and to build ideas and visions from those assets. This is your town, your friends and neighbors. We are your partners in writing this success story.
- » **We ensure our plans are implementable**. Our plans and concepts not only generate excitement and community consensus, but they are also written by experienced planners and accompanied by realistic implementation actions that ensure that the plan vision, goals, and initiatives—whether a corridor bike plan or a new downtown festival—come to fruition.

The result of our work is proven. It's been built and implemented – we've helped to transform communities throughout the country, resulting in significant economic development initiatives, programmed quality environments, and connected neighborhoods. But our greatest pride is the transformed community spirit that we resurrect.

Warm regards,



Scott Freres, PLA, ASLA
President, The Lakota Group
sfreres@thelakotagroup.com
312.467.5445 x 202

GET INTO IT

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Why Lakota?

The Lakota Group is a premier planning firm based in Chicago with a national portfolio of work. The boutique nature of the firm means we provide highly personal and customized client services, with each project led and supported by senior staff. We understand that planning is not just about creating spaces; it's about crafting experiences, shaping communities, and leaving a lasting impact. This is why our boutique nature allows us to immerse ourselves in the nuances of every project, dedicating the time, expertise, and attention necessary to create solutions that truly resonate.

We bring to Monument a long familiarity with the community that allows us to understand the place deeply, as well as the perspective of having worked in top tier communities in almost every state. Planning requires a focused effort that has produced impactful, long-lasting results in cities throughout the Midwest and on both coasts.

Of all the commitments we make to the communities we serve, the most important is **listening**. We know how critical it is to meet people where they are and to ensure their voices are heard and valued.

Our defining attribute is fostered through a team-based approach to project management centered on positive dialogue. Led by our drive to institute change in a sustainable way, Lakota associates abide by a process that combines critical thinking and community engagement. The result? A practice that seeks to produce the most effective solutions, carefully balancing the real with the ideal.

The Lakota Group enjoys the opportunity to work with local communities, which is reflected in its name: "Allies," the English translation of the Native American word, Lakota.

Though based in Chicago with strong roots in the Midwest, we have worked in communities ranging from Maui, Hawaii to Denton, Texas to Albany, New York. Every new city we work in provides insight into the characteristics that make our communities different, and also often very similar.

PROPOSED TEAM

THE LAKOTA GROUP



SCOTT FRERES
President &
Principal In Charge



SIRAJ ASFAHANI
Vice President



ANDY CROSS
Senior Planner



HANNAH BADER
Senior Associate



ALEXIS STEIN
Associate Planner

SB FRIEDMAN



FRAN LEFOR ROOD
Partner



CAREN KAY, AICP
Senior Vice President

V3



NOAH NEMMERS, P.E.
Regional Office Manager



CHRISTIAN SMITH, P.E.
Contract Senior
Project Manager



**JENNIFER
MAERCKLEIN, P.E., CFM**
Project Manager



PETER REINHOFER, P.E.
Senior Project Manager

ROLLINS



RUTH ROLLINS
Principal/Owner

RADIAN



DEE DEE DEVUYST
Executive Director



ALEIYA EVISON
Project Manager,
Design Justice



ANN DANG
Project Manager,
Architecture



ANA COLÓN QUIÑONES
Designer + Community
Engagement Specialist



SB Friedman Development Advisors, LLC (SB Friedman) is a specialized real estate, community and economic development, and public-private finance advisory firm in Chicago. Now in our 33rd year of operation, we develop and assist in implementing strategies to revitalize communities, downtowns, corridors and sites. We have established a reputation for producing ambitious but achievable strategies that are rooted in market reality, financial feasibility and effective implementation.

Our mission is to help our clients create equitable, resilient and well-designed communities through the practice of real estate economics, development finance and urban planning.

SB FRIEDMAN DEVELOPMENT ADVISORS, LLC
70 W MADISON ST, SUITE 3700
CHICAGO, IL 60602
312-424-4250
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WWW.SBFRIEDMAN.COM

EXTENSIVE MARKET ANALYSIS EXPERIENCE

Our firm is recognized for truly understanding both the public and private perspectives on development issues. We have expertise in market and economic analysis related to a wide variety of development types, including residential, retail, office, entertainment, senior housing, mixed-use facilities, industrial, and research and development facilities. We analyze real estate market trends, competitive position, market niche and concept, absorption and pricing, development conditions, physical requirements, configuration and integration of uses and users, and tenant mix and leasing parameters. Particular attention is paid to the demographic and economic changes underlying market demand.

FOCUS ON IMPLEMENTABLE PLANS

We have served hundreds of clients in planning, financing and implementing development projects. Successful development results from the synthesis of community goals and input, market and financial considerations, and physical constraints. Our work begins with including all stakeholders to create a shared vision and continues with preparing plans to execute the vision. We collaborate with planning and design firms to identify market-feasible uses for a development program and provide guidance on pre-development actions, development partnerships and financing sources. Our expertise has been applied to comprehensive, corridor, downtown and subarea plans, site redevelopment, mixed-use projects, and implementation strategies.

EXPERTISE IN HOUSING ANALYSIS & STRATEGIES

SB Friedman brings in-depth experience in conducting region-wide and site-specific housing needs analyses, formulating housing strategies, and leading policy planning assignments. Our clients include, among others, the Cities of Chicago, IL, Glen Ellyn, IL, Kansas City, MO, Naperville, IL, Sun Prairie, WI, and Wauwatosa, WI, Dane County, WI, and the Berkeley-Charleston-Dorchester Council of Governments in South Carolina. Our work builds upon our experience in analyzing the market and financial feasibility of all types of residential development, including demand for market-rate and affordable housing. We have conducted residential market assessments throughout the country and in various locational contexts.

ABOUT V3

VISIO, VERTERE, VIRTUTE ... THE VISION TO TRANSFORM WITH EXCELLENCE



Launched in 1983, V3 Companies strongly adheres to our original vision to provide our clients with technical excellence and high-caliber project performance. Our name is indicative of that mindset, representing three Latin “V” words – “Visio,” “Vertere,” “Virtute” or “The Vision to Transform with Excellence.”

Our focus on client service is designed to facilitate communication, encourage long-term relationships and allow us to better deliver the projects you expect. The key is for us to provide seamless, coordinated execution on our end, marshalling and deploying the right talent through a single point of contact so you can always get the information you need, when you need it.

Being employee owned, we view our obligation to excel on your project from a very personal viewpoint. This ownership structure provides all of our team members with the opportunity to serve you — and your transportation and infrastructure, site development and environment, water and natural resource project needs — with the care and concern of an owner.

QUICK FACTS

- Founded in 1983
- 413 Employees
- Corporation

OWNERSHIP

- V3 is employee owned, providing our team members with the opportunity to serve you from an owner’s perspective.

FIRM CAPABILITIES

- Construction Engineering
- Highways & Traffic
- Railroads
- Structural
- Water Resources
- Wetlands & Ecology
- Landscape Architecture
- Sustainable Design & Consulting
- Geosciences
- Environmental
- Site Civil
- Municipal Consulting
- Planning
- Surveying
- Contracting & Construction Management

OFFICE REGIONS

- Charlotte
- Chicago
- Columbus
- Denver
- Edmonton
- Indianapolis

Rollins Consult LLC

Ruth Rollins, the principal at Rollins Consult, has been involved in transportation planning and traffic engineering for over 30 years. Experience in a wide range of professional responsibilities: conducting traffic impact studies, traffic operations engineer for the City of Fort Collins, project manager for multi-agency and small area transportation plans, creation of a cross-jurisdictional signal coordination effort in Denver, instructor for FHWA, and numerous signal retiming studies.

Currently, she is working on numerous transportation planning and engineering projects. Two key projects are:

- The City and County of Denver, DOTI, evaluation and revisions to the traffic engineering standards. Review of traffic studies associated with large projects such as River Mile, Fox Park, and United Airlines Campus.
- The City and County of Denver, DOTI, working on incorporating the goals of Denver Moves Everyone (Denver's Transportation Plan) into Mobility Study Guidelines to be used by developers, City projects, and CDOT.
- Transportation consultant for the numerous development proposals in Colorado.

Additional projects include signal retiming studies for the City and County of Denver, CDOT, and the City of Greeley. Traffic safety study evaluating the effects related to modification of the yellow change intervals on Hampden Avenue, pedestrian/bicycle safety at elementary schools, and developing Baseline Conditions and Assessment, Priority Setting, for the Central Platte Valley/I-25 project in Denver.

She is also skilled in neighborhood outreach and presentations to Planning Boards and City Councils. Ruth served as a Planning and Zoning Board member for the City of Fort Collins for over six years and currently serves as Chair of the Larimer County Parks Advisory Board.

She is passionate about the current data collection options that are available to the profession and how to communicate data simply and compellingly. She developed visualizations of the outcomes of signal timing projects that captivated Planning and Transportation Boards. The outcome was an immediate understanding of signal timing projects and the support by the Boards to see more signal retiming projects.

**HOMETOWN****Northbrook, Illinois****EDUCATION****University of Wisconsin-Madison***Bachelor of Science in Landscape**Architecture**Madison, WI**(1986)***ORGANIZATIONS**

- American Society of Landscape Architects
- American Planning Association
- American Institute of Architects
- Wisconsin Alumni Association - Alumni Park Design Committee
- Lambda Alpha International
- Urban Land Institute
- Illinois Park & Recreation Association
- Society for Environmental Graphic Design
- Winnetka Parks Foundation
- Teaching Professional Architect - State of Illinois
- Village of Winnetka Plan Commission & Design Review Board - Former Member
- Skokie/Crow Island/Hubbard Woods Schools - Former Member

EXPERIENCE

Years with Lakota: 30

Years of Practice: 37

THE
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PLACE

SCOTT FRERES

PLA ASLA

PRESIDENT | 1993 - PRESENT

Scott is the President and co-founder of The Lakota Group, and has over 30 years of experience in designing and shaping communities and open spaces around the country. As an industry leader in sustainable design, Scott has worked with cities, towns, developers, institutions, and non-profit agencies, using his skills placemaking and urban design to create beautiful and engaging places. Scott's ability to take a fresh, simple, and inclusive approach to problem solving has established The Lakota Group's reputation as a creative leader in the industry.

SIGNATURE PROJECTS**Comprehensive Planning**

- Moline Comprehensive Plan Update - Moline, IL
- Pryor Creek Comprehensive Plan - Pryor Creek, OK
- Yorkville Comprehensive Plan - Yorkville, IL
- Burlington 2040 Vision - Burlington, WI
- Winnetka Futures 2040 Plan - Winnetka, IL

Open Space and Park District Planning

- Hubbard Woods Park Master Plan - Winnetka, IL
- Skokie Playfields Master Plan - Winnetka, IL
- Lakefront Master Plan - Winnetka, IL
- FCEC Feasibility Study - Chicago, IL
- Park District of Highland Park Comprehensive Plan - Highland Park, IL

Streetscape & Urban Design

- Downtown Open Space and Streetscape - Homewood, IL
- Lockport Street Streetscape - Plainfield, IL
- Pleasant District Streetscape - Oak Park, IL
- Park Ridge Uptown Streetscape - Park Ridge, IL
- Marion Street Streetscape - Oak Park, IL

Park District Planning

- Hubbard Woods Park Master Plan - Winnetka, IL
- FCEC Feasibility Study - Chicago, IL
- Park District of Highland Park Comprehensive Plan - Highland Park, IL
- Skokie Playfields Master Plan - Winnetka, IL
- Lakefront Master Plan - Winnetka, IL

Urban & Regional Planning

- Illinois Route 53/120 Land Use Strategy - Lake County, IL
- Riverfront Neighborhoods Comprehensive Plan Update - Moline, IL
- MedQuarter Master Plan - Cedar Rapids, IA
- Downtown Strategic Development Plan - Kenosha, WI
- Illinois Medical District Master Plan - Chicago, IL
- Willow Road Corridor Plan - Northfield/Winnetka, IL
- State of Oregon Main Street Revitalization Services - OR
- Village Center Master Plan - Wilmette, IL
- San Antonio Strategic Historic Preservation Plan - San Antonio, TX



SIRAJ ASFHANI AIA

VICE PRESIDENT | 2016 - PRESENT

HOMETOWN

Beirut, Lebanon

EDUCATION

DePaul University

*Master of Sustainable Urban
Development
Chicago, IL
(2017)*

Harvard School of Design

*Master of Sustainable Urban Executive
Studies in Urban Design
Boston, MA
(2016)*

Lebanese American University

*Bachelor of Architecture
Minor in Graphic Design
Beirut, Lebanon
(2015)*

ORGANIZATIONS

- American Institute of Architects
- American Planning Association
- Chicago Architecture Foundation

EXPERIENCE

Years with Lakota: 7
Years of Practice: 10

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PLACE**

Siraj is an architect and urban planner with diverse design experience. His portfolio includes projects in downtown planning, placemaking, park and recreational master plans, wayfinding, and urban restoration. With a strong focus on community engagement, Siraj believes in innovative, practical, and enduring planning and design. Raised in Beirut, Lebanon, he advocates for community resiliency and the power of unconventional design. He holds a degree in Architecture from the Lebanese American University and a master's degree from DePaul University in Chicago. Siraj has participated in and won multiple design challenges in Lebanon, Dubai, and more recently in Chicago.

SIGNATURE PROJECTS

Winnetka Futures 2040 Comprehensive Plan - Winnetka, IL

In 2019, the Village of Winnetka initiated the Winnetka Futures 2040 Comprehensive Plan, a collaborative effort to shape the village's trajectory for years ahead. By engaging in discussions with diverse community groups, the plan strikes a balance between preserving Winnetka's cherished traditions and embracing innovation. Meetings with the Plan Commission played a pivotal role in refining each aspect of the plan, ensuring a cohesive vision that addresses economic, environmental, and social considerations. Siraj co-managed the Winnetka Futures 2040 Plan, alongside Lakota's President, Scott Freres.

It's Hobart's Time | Comprehensive Plan & Park Plan - Hobart, IN

The Hobart Comprehensive Plan Update will comprise three phases each with key tasks and community engagement elements. The ideas, concepts, and strategies must be sensitive to the multiple needs of the community and responsive to its land use, environmental, physical and market constraints and overall revitalization potential. This integrated Comprehensive Plan and Park and Recreation Plan was led by Siraj, working through multiple community engagement sessions, Plan Commission working sessions and more. This plan is scheduled to be adopted in September of 2023.

Vision Clark Street Master Plan - Chicago, IL

Lakota is working with the Rogers Park Business Alliance to help engage the community and create a shared vision for the revitalization of their downtown. Branded materials created for the project brought visual unity to the engagement and planning process and were woven into concepts for placemaking and urban design improvements. Siraj aided the team in producing renderings, marketing for the public events, and facilitating the community open house.

Tinley Park Downtown Placemaking Study and Plaza Design - Tinley Park, IL

As part of the overall Placemaking Plan for downtown Tinley Park, The Lakota Group is currently studying and developing several land planning scenarios for key downtown opportunity sites, including mixed-use and multi-family residential buildings. Lakota is designing and illustrating desired and appropriate form, massing, orientation, and character necessary to support functional, attractive and activated public space. After the downtown development phase, Lakota is designing Harmony Square, a plaza in downtown Tinley Park. Siraj is assisting in research, design, graphics production and the public engagement process.

Burlington 2040 Plan - Burlington, WI

Libertyville Comprehensive Plan Update - Libertyville, IL

Louisburg Comprehensive Plan - Louisburg, KS



ANDY CROSS AICP

SENIOR PLANNER | 2022 - PRESENT

HOMETOWN

Rochester, Minnesota

EDUCATION

University of Wisconsin - Milwaukee

*Master of Urban Planning
Milwaukee, WI
(2003)*

University of St. Thomas

*Bachelors in Geography
Bachelors in German
St. Paul, MN
(1998)*

ORGANIZATIONS

- American Planning Association
- American Institute of Certified Planners
- LAI-Ely Chapter
- Chaddick Institute (DePaul Univ.)

EXPERIENCE

Years with Lakota: 2
Years of Practice: 20

Andy is an experienced community planner with two decades of hands-on experience in long range planning and guiding community decisions. Starting as a planner in the Twin Cities then moving on to become Highland Park, Illinois' Senior Planner, Andy has worked with Plan Commissions, Architecture Review Commissions, Preservation Commissions, and City Councils, shaping policy and helping citizen planners make effective decisions through dedicated leadership and training. Having worked as a city planner, Andy understands the importance of clear, implementable planning documents and works cooperatively with communities to achieve them.

SIGNATURE PROJECTS

LiveOna 2040 Comprehensive Plan - Onalaska, WI

Located in the bluffs of the Mississippi River, Onalaska is a built-out community facing growth pressures and a need for more diverse housing options. Defined by thriving commercial corridors, a historic downtown, and recreational opportunities along the waterfront, the comprehensive plan focuses on developing more housing opportunities while maintaining Onalaska's small town character, increasing non-motorized connectivity, and guiding development in key opportunity sites around the City. Andy is the lead planner and project manager for the LiveOna 2040 Comprehensive Plan.

It's Hobart's Time | Comprehensive Plan & Park Plan - Hobart, IN

This integrated Comprehensive Plan and Park and Recreation Plan update was a community-led effort that guided growth in Hobart, an exurban Indiana community. With market pressures guiding land use decisions, the city needed a plan that reflected residents' long-term vision for undeveloped rural areas, a historic downtown on Lake George, and bustling commercial corridors. The ideas, concepts, and strategies were sensitive to the diverse needs of the community and responsive to its land use, market constraints, and overall revitalization potential. Andy developed commercial corridor revitalization strategies and housing policies that addressed needs identified in the planning process.

Hickory Hills Comprehensive Plan - Hickory Hills, IL

Hickory Hills is a suburban community defined by single-family residential neighborhoods. The Lakota Group teamed with the Chicago Metropolitan Agency for Planning (CMAP) to create a comprehensive plan and long-term vision for Hickory Hills. The City was challenged by a lack of a central downtown or commercial core and few alternatives to detached single-family residences. Andy reviewed the City's zoning code and made specific recommendations to facilitate "missing middle" housing and defined opportunities for multifamily housing.

Consulting Planner Services - Various Communities

Andy provides municipal planning services on an on-call basis to communities in the Chicago and southeast Wisconsin region. This typically requires appearing before Planning & Zoning Commissions, Common Councils and Village Boards, reviewing large development plans, making policy recommendations, working with staff and applicants, and implementing improvements to the Zoning Code and other regulatory mechanisms in the community.

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H A N N A H B A D E R

SENIOR ASSOCIATE | 2020 - PRESENT

HOMETOWN

Cincinnati, Ohio

EDUCATION

University of Illinois

Master of Urban Planning and Policy
Chicago, IL
(2020)

University of Colorado

Bachelors in Environmental Design
Minor in Business Administration
Boulder, CO
(2016)

ORGANIZATIONS

- American Planning Association
- Women in Planning and Development

EXPERIENCE

Years with Lakota: 3

Years of Practice: 7

Hannah is a dedicated planner and designer who has worked on a diverse range of project types from community-informed comprehensive and strategic plans to site planning and park designs. With a keen eye for detail and a commitment to excellence, Hannah excels in managing high-profile planning projects and coordinating all aspects of the process. Her expertise encompasses analytic and creative writing, community engagement, and visual communication. Passionate about the intersection of design and public engagement, Hannah fosters meaningful dialogue and cultivates innovative, community-specific solutions to complex problems to drive positive change.

SIGNATURE PROJECTS

Burlington Vision 2040 Comprehensive Plan - Burlington, WI

The City of Burlington sought to tackle the long-term vision for a range of core community aspects including land use and development, the Downtown, housing and neighborhoods, open space and natural resources, transportation, historic preservation, quality of life, infrastructure and capital improvements, and community sustainability and resiliency. They partnered with The Lakota Group in a collaborative planning process with community residents and stakeholders to create the Comprehensive Plan. Hannah led the community engagement efforts, facilitated community workshops, and supported the research, analysis, and synthesis of findings into illustrious documents and presentations.

Niles 2040 Comprehensive Plan - Niles, IL

As a suburban community that developed largely in the 1950s through the 1980s, the Village of Niles needed to update its Comprehensive Plan to address issues including an older housing stock, commercial districts framed around enclosed malls, and commercial corridors that lacked pedestrian amenities. The Lakota Group developed strategies to revitalize major corridors, establish more contemporary and impactful commercial districts, and maintain and improve the community's post-war housing stock. Hannah managed the community engagement and research, analysis, and production of the final report.

Hickory Hills Comprehensive Plan - Hickory Hills, IL

Hickory Hills is a suburban community defined by single-family residential neighborhoods. The Lakota Group teamed with the Chicago Metropolitan Agency for Planning (CMAP) to create a comprehensive plan and long-term vision for Hickory Hills. The City was challenged by a lack of a central downtown or commercial core and few alternatives to detached single-family residences. Hannah led the community engagement efforts and was an integral part of the research, analysis, writing, and graphic production of the report.

Gretna Nebraska Comprehensive Plan - Gretna, NE

Gretna is one of the fastest growing cities in the State of Nebraska facing significant growth and development pressure and a need for housing diversity and job creation. The City of Gretna is updating its Comprehensive Plan to guide growth over the next 10 to 20 years and create a holistic, forward-looking plan that can help Gretna create the future its community desires. The plan will capitalize on what makes Gretna unique, helping to maintain its charming small-town feel, while still welcoming new opportunities for its residents and businesses. Hannah is the project manager coordinating with the client and internal team to lead the community engagement, graphic production, and research, writing, and analysis of the report.

THE
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ALEXIS STEIN

ASSOCIATE | 2021 - PRESENT

HOMETOWN

Denver, Colorado

EDUCATION

University of Illinois

Master of Urban Planning and Policy
Chicago, IL
(2019)

DePaul University

Bachelor of Arts
International Studies and Geography
Chicago, IL
(2016)

ORGANIZATIONS

- American Planning Association
- Women in Planning & Development

EXPERIENCE

Years with Lakota: 2
Years of Practice: 4

Alexis is a planner and designer who has experience working on a wide range of project types, from mixed-use development master planning to placemaking initiatives to community-informed framework plans. She has worked on numerous comprehensive planning projects, assisting with all stages of plan development from community engagement to analysis to final plan writing and design. She believes that innovative planning is best achieved through comprehensive public engagement processes and is committed to working alongside communities to cultivate places that are sustainable and livable.

SIGNATURE PROJECTS

Palatine Comprehensive Plan - Palatine, IL

The Village of Palatine is a Chicago suburb with a growing population, but little room to expand its boundaries. It is also defined by commercial corridors along State highways and an established downtown. The Lakota Group worked with property owners, students, and community leaders to identify growth priorities, future housing needs, and a vision for their downtown, key corridors, and development opportunity sites throughout the Village. Palatine Comprehensive Plan. Alexis is co-managing this ongoing planning process and is assisting with community engagement, formation of goals and strategies, design, and mapping.

DuPage County Mobility Plan - DuPage County, IL

The Regional Transportation Authority and DuPage County Division of Transportation engaged the Lakota Group to create a comprehensive mobility plan focused on forming a coordinated vision for the future of mobility in the county. The plan establishes strategies for inter-agency collaboration, funding and investment, mobility connectivity, land use, equity and access, and more. Alexis was responsible for project management, vision, goal and strategy creation, the production of graphics, maps, and writing, as well as the creation of the final document.

Hobart Comprehensive Plan - Hobart, IN

The City of Hobart worked with the Lakota group to update its Comprehensive Plan to help guide the future of development, recreation, sustainability, housing, and other key community initiatives. The Plan helps the City to address economic, demographic, environmental, and physical changes occurring within Hobart and harness the opportunity to create a resilient, well-designed, and livable community. Alexis assisted with the overall land use strategy, as well as planning strategies and action items. She also supported the production of master planning concepts, graphics, and maps for the final Plan.

Niles Comprehensive Plan - Niles, IL

As a suburban community that developed largely in the 1950s through the 1980s, the Village of Niles needed to update its Comprehensive Plan to address issues like an older housing stock, commercial districts framed around enclosed malls, and commercial corridors that lacked pedestrian amenities. The Lakota Group created strategies to revitalize commercial corridors, establish more contemporary and impactful commercial districts, and maintain and improve the community's post-war housing stock. Alexis assisted with the creation of planning strategies, graphics, and mapping.

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FRAN LEFOR ROOD, AICP

PARTNER

Fran offers customized development advice grounded in her understanding of real estate markets and extensive experience in guiding clients to reach their development and community goals. Her relevant experience includes leading market analyses and housing strategies as part of comprehensive plan updates in Chicago, Libertyville and Winnetka, Illinois. She is currently leading the development of a regional housing strategy in Dane County, Wisconsin, including facilitating monthly Housing Advisory Committee meetings and providing expertise around housing market, demographic and economic trends.

EDUCATION

Master in Urban Planning and Policy,
University of Illinois at Chicago

Bachelor of Arts in Public Policy,
University of Chicago

PROFESSIONAL ORGANIZATIONS

American Planning Association (APA)/
American Institute of Certified Planners
(AICP)

Council of Development Finance Agencies
(CDFA)

Illinois Housing Council

Illinois Tax Increment Association (ITIA) –
Board Member

Lambda Alpha International – Ely Chapter

SELECT PUBLICATIONS

2019, "The Nexus Between Land Use and
Fiscal Balance" (with R. Bose), APA Zoning
Practice

2014, "(Re-) Development Strategy: The
Bridge from Goals to Implementation"
(with S. Friedman & G. Dickinson), ILCMA
Newsletter

SELECT PRESENTATIONS

"Future of Housing Trends and the
Housing Market: Housing Affordability
and Mixed Housing Strategies" (Illinois
Financial Forecast Forum, 2020)

"Elevated Chicago: Connecting People,
Building Equity" (APA National, 2019)

PROJECT EXPERIENCE

Comprehensive Plan Update & Corridor Strategy • Libertyville, IL

Led a market analysis as part of a comprehensive plan update and led the development of an implementation strategy for the South Milwaukee Avenue corridor

Comprehensive Plan Update • Winnetka, IL

Led a market analysis and housing strategy for the Village of Winnetka as part of their comprehensive plan update

We Will Chicago Citywide Plan • Chicago, IL

Co-led a multidisciplinary team to research and prepare a policy framework through a participatory process for the first citywide comprehensive plan in over 50 years

Chicago Central Area Plan Update • Chicago, IL

Co-leading the development of a vision for the City of Chicago's Central Area Plan including a robust community engagement process and existing conditions report

Milwaukee Avenue Corridor Market Study • Chicago, IL

Directing a market analysis and developing marketing materials to attract business development in the Milwaukee Avenue corridor in northwest Chicago

Regional Housing Strategy • Dane County, WI

Leading the development of a regional housing strategy; leading monthly Housing Advisory Committee meetings with 80 stakeholders; and conducting research into existing housing policies, programs and resources presently available to identify gaps that should be addressed

Citywide Housing Needs Assessment and Toolkit • Naperville, IL

Directed a data-driven assessment to determine whether existing housing stock meets current and projected needs, identified housing-related issues and unmet needs, and identified programs and policies to address housing issues; currently evaluating potential inclusionary zoning ordinance

New Circle Corridor Study • Lexington, KY

Led a market assessment and redevelopment strategy for residential, retail, industrial and office uses along a predominantly commercial corridor in Lexington

Northwest Atlanta Industrial Freight Study • Atlanta, GA

Led an industrial development and jobs analysis to highlight the economic significance of maintaining and supporting industrial clusters in Northwest Atlanta



CAREN KAY, AICP

SENIOR VICE PRESIDENT

Caren specializes in urban economics, land use planning and real estate development. She is passionate about helping communities achieve development objectives through creative economic development or public assistance strategies. She is currently managing two projects in Denver, CO: a market assessment for the Denver Downtown Area Plan and an economic impact analysis of proposed improvements to the Civic Center and Skyline Parks. She also has national experience in conducting market analyses and formulating implementable strategies, including for comprehensive planning efforts in the Chicago, IL, region and Nassau County, FL.

EDUCATION

Master of City and Regional Planning
Cornell University

Bachelor of Arts in Urban & Regional
Planning and Public Administration
Miami University

PROFESSIONAL ORGS & LICENSES

American Planning Association (APA)/
American Institute of Certified Planners
(AICP)

Illinois Real Estate Broker License

SELECT PUBLICATIONS

"Creating a More Prosperous and
Resilient Economy"
Illinois City / County Management
Association (ILCMA) Newsletter, 2022

"15-Minute Suburb? Expanding on the
Strengths of the Suburban Communities
to Attract Millennials"
ILCMA Newsletter, 2021

SELECT PRESENTATIONS

"Tackling Housing Affordability and
Racial Equity Through Regional Strategic
Planning"
Panelist, APA WI State Conference, 2024

"The Basics of TIF Underwriting and
Deal-Making"
Presenter, Council of Development Finance
Agencies Summer School, 2024

"Risk and Reward of Using Cell Phone
Data"
Presenter, APA National Conference, 2024

"One Region Roadmap: Economic
Recovery Planning in Charleston"
Moderator, APA National Conference,
2023

PROJECT EXPERIENCE

Downtown Area Plan • Denver, CO

Managing a downtown market assessment for a variety of land uses, assessing demographic and economic trends, and conducting key informant interviews as part of a downtown master planning process

Parks Economic Impact Analysis • Denver, CO

Managing and advising on an economic impact analysis of improvements to be made to the Civic Center and Skyline Parks

Comprehensive Plan Update • Winnetka, IL

Analyzed the residential and retail market position of Winnetka relative to other North Shore communities; conducted stakeholder and focus group interviews as part of the comprehensive planning process

Comprehensive Plan Update • Monee, IL

Analyzed the spatial distribution of transportation and logistics superclusters in Will County and identified the competitive position of Monee; evaluated market area housing stock and identified future housing opportunities in the village

Countywide Comprehensive Plan • Nassau County, FL

Led the market analysis for the Nassau County 2050 Vision Plan, including an assessment of residential, retail, industrial and hospitality market potential

Urban Renewal Area Feasibility Studies • Boise, ID

Conducted market assessments for three Urban Renewal Areas in Boise, Idaho to inform TIF projections over a 20-year period; modeled the cost of planned public improvements within the district(s) against proposed revenue streams to determine project feasibility

Economic Resiliency & Recovery Plan • Charleston Region, SC

Managed the development of an economic resiliency and recovery plan in the Charleston region, with a focus on adapting to economic shifts and shocks; managed an extensive engagement process to understand the impact of COVID-19 on local businesses and families

Consolidated Plan and CEDS • Cook County, IL

Managing the preparation of the 2025-2029 Consolidated Plan and Comprehensive Economic Development Strategy (CEDS) for Cook County; includes regional housing needs, market and industry cluster analyses, and steering committee engagement to create informed economic development goals and strategies

Regional Housing Strategy • Dane County, WI

Managed the development of a regional housing strategy; led monthly Housing Advisory Committee meetings with 80 stakeholders; and conducted research into existing housing policies, programs and resources presently available to identify gaps that should be addressed

NOAH NEMMERS, P.E.

REGIONAL OFFICE MANAGER



Noah is the Denver Regional Office Manager overseeing multi-disciplinary transportation, infrastructure, energy, and large-scale land development projects. He has an advanced knowledge in sustainable design practices, regulatory compliance, and construction technology as well as an understanding of the land entitlement, planning, and regulatory process.



YEARS OF EXPERIENCE

V3: 11 | Total: 25



EDUCATION

Bachelor of Science, Civil Engineering,
Southern Illinois University
Carbondale



CONTINUING EDUCATION

ACEC Subsurface Utility Engineering
for Governmental Agencies



REGISTRATIONS

Professional Engineer: Colorado,
#PE.39820, 2005

Town Of Berthoud On-Call Engineering, Town of Berthoud – Berthoud, Colorado

| Project Manager for general engineering services including private development plan reviews, design guideline updates, and public infrastructure construction oversight. Acted as the owner's representative for multiple projects, including the Town's Bike Park, Wagoner Farm Recreation Center, and Town Park Rehabilitation. Other key projects include the Berthoud Parkway Trails, where Noah handled full design and construction oversight for trail extensions, as well as Safe Routes to School, administering CDOT grants, and ensuring ADA-compliant sidewalk improvements. The Main Street Roundabout project involved redevelopment to enhance ADA accessibility and landscaping. Additionally, hydraulic modeling and sewer capacity evaluations were conducted for future developments as part of the 1st Street East Sewer Analysis.*

Gregory Street Plaza, City of Black Hawk – Black Hawk, Colorado

| Project Manager for the civil design services for the Gregory Street Master Plan, a multi-faceted project that balanced historical preservation with modern infrastructure upgrades. The project included flume reconstruction and realignment, which also served as the new storm drainage system for the plaza. Surface improvements and utility connections were designed

to support historical buildings, while development plans for horizontal components and grading ensured ADA compliance. Utility and landscaping plans were developed to meet both aesthetic and functional requirements. I managed access improvements to the Bobtail Building and parking garage, as well as the design of the Grand Staircase, a central feature of the plan. Topographic mapping and boundary survey services were conducted to ensure accuracy in design. The project required close collaboration with City staff and stakeholders to meet preservation goals while adhering to modern engineering standards, resulting in a successfully integrated master plan.*

Non-Road Projects, CDOT – Various Cities, Colorado

| Project Manager for the multi-year contract with CDOT to provide civil engineering services for multiple building projects statewide, including new facilities and remodels. Work involves drainage design, stormwater management, and water quality features for CDOT sites, following all review processes (FIR/FOR). Completed designs for facilities in Arvada, Franktown, Wolcott, and Sedgwick, with sewer upgrades at Sugar City and Hudson. Key projects include MS4 compliance retrofits and vehicle storage facility designs, floodproofing, sight distance evaluations, and snowplow access.*

*Work performed at previous firm



Central Gathering Facility, Crestone Peak Energy – Erie, Colorado | Project Manager for civil engineering and land surveying services for Crestone Peak Resources' centralized gathering facility, "The Hub," serving several well sites in and around Erie, Colorado. The project involved significant earthmoving, with a focus on minimizing cuts and fills to achieve site balance. The facility was designed to centralize collection and processing equipment, reducing truck traffic, dust, and noise for nearby communities. Led permitting, site grading, drainage, and stormwater design, along with roadway improvements and a watermain extension through the Town. Key components included ALTA/ACSM land survey, earthmoving and site balancing, storm drainage and grading design, water quality detention ponds, roadway and waterline plans, site development plans, and as-built certifications.*

WCR 398 Rehabilitation & Natural Gas Transloading Facility, Plains All American Pipeline, LP – Keenesburg, Colorado | Project Manager for civil design, grading, and drainage for Plains All American Pipeline's new transloading facility near Keenesburg, Colorado. Worked closely with the rail design team to coordinate site layout, ensuring seamless integration with rail operations and efficient truck access. Designed the site's grading and drainage systems to manage stormwater and support facility operations. Provided site approval support, permitting, topographic mapping, surveying, and construction management. In addition, managed upgrades for approximately four miles of CR 398 to support haul traffic, including minor widening, overlay, and erosion control.*

Town Center Roundabouts, Town of Erie – Erie, Colorado | Project Manager for the design for Erie North and South Roundabout Gateways in collaboration with Fox Tuttle Transportation Group. Developed three design alternatives, finalized one, and provided full construction design and cost estimates. Project scope included property acquisitions, pedestrian access, snow management, utility relocations, drainage analysis, and traffic control. Coordinated with stakeholders and presented the final design to the Town of Erie Board of Trustees. Design validated for future expansion of County Line Road to four lanes. Also oversaw utility coordination and design in conformance with Subsurface Utility Engineering standards (ACSE 38).*

2nd Street Reconstruction, Town of Berthoud – Berthoud, Colorado | Project Manager for the project revitalizing 1,600+ feet of roadway. Addressed poor drainage and road deterioration through full-depth milling and reclamation which minimized cost and allowed for a new cross section. The new design includes roll curbs, gutters, and sidewalks to improve drainage, pedestrian access, and reduce impervious surfaces. Phased construction minimized disruption, with proactive communication to local homeowners. Provided survey, design, drainage analysis, and construction management.*

Squaw Pass Road Widening, Clear Creek County – Clear Creek County, Colorado | Project Manager to accommodate this historic, mountainous road's increase in bike traffic through planning and designing its widening (seven miles) while preserving its 100-year-old, cobblestone retaining walls. The multi-modal corridor included pedestrian and bicycle facilities. The project included drainage improvements, surveying, and coordination of field engineering. The final engineering design required redefining necessary right-of-way on the roadway alignment with the USFS. Coordinated with County staff, utility providers, and property owners in completing identification of all necessary easements in order to begin construction of roadway improvements.*

6th Avenue Entrance Gate Traffic Security Improvements, Buckley Air Force Base – Aurora, Colorado | Project Manager for the surveying and engineering design for a traffic control project at the 6th Avenue gate, including lane realignment, anti-terrorist barriers, and drainage improvements. Delivered 35%, 65%, and 100% design drawings, managed construction staking, demolition plans, stormwater design, and QA/QC. Services included 3D modeling, utility surveys, and compliance with Department of Defense Antiterrorism/Force Protection Standards.*

Jefferson County Open Space On Call Contract, Jefferson County – Jefferson County, Colorado | Project Manager for on-call civil engineering providing a wide range of services across multiple projects. Role involved grading, drainage, erosion control, and accessibility improvements, ensuring compliance with county and regulatory standards.*

*Work performed at previous firm

CHRISTIAN SMITH, P.E.

CONTRACT SENIOR PROJECT MANAGER



Christian is a Senior Project Manager responsible for complex water resources modeling using hydrologic/hydraulic software programs. He is an expert in unsteady flow analysis utilizing HEC-RAS 1-D and 2-D Unsteady, XP-SWMM, EPA SWMM, HEC-HMS, ArcSWAT, and FEQ. His responsibilities include analysis and reporting of drainage and flooding from concept and planning-level through as-built conditions, watershed and wetland hydrology, hydraulic analyses for stream restoration and design, and analysis of stormwater management systems. Christian also provides services in connection with updates or conversion of studies involving legacy hydrologic/hydraulic models.



YEARS OF EXPERIENCE

V3: 20 | Total: 32



EDUCATION

Master of Science, Civil Engineering,
Illinois Institute of Technology

Bachelor of Science, Civil Engineering,
Illinois Institute of Technology



REGISTRATIONS

Professional Engineer: Illinois,
#062-049583, 1995



SPECIALIZED SKILLS

Construction Assistance involving
Water Management Plans &
Temporary Water Bypass Solutions

Dam Breach Modeling

Dam Safety Inspections & Reports

Drainage/Flooding Mitigation Plans &
Floodplain

Flood Forecasting Solutions

Floodway Conditional Letter of Map
Revision, Letter of Map Revision
Permitting

Pump Station Design

Stormwater & Drainage Masterplans

Stormwater Sizing & Evaluation

Watershed & Floodplain Studies

Quality Assurance & Quality Control

Crossroads Boulevard Extension, REDLAND – Windsor, Colorado |

Project Manager for the hydraulic modeling and report used for the development of 60 percent design plans for a new Crossroads Boulevard extension involving a roadway and bridge crossing of the Cache la Poudre River, just east of SR 257. In addition, the project involved the bridge and culvert sizing for local drainage and the river's discharge rates of approximately 11,500 cfs.

Mustang Run Stream Restoration, REDLAND – Thornton, Colorado |

Project Manager for the design of a naturalized, high-function, low-maintenance stream to restore, expand, and improve a flood corridor for an industrial development. The project included a conditional letter of map revision and formal map revision submittals for alterations of floodway/floodplain.

Lower John Law Ditch Study, Great Western Industrial Park – Windsor,

Weld County, Colorado | Senior Project Engineer responsible for re evaluation of the hydrology and hydraulic modeling developed for the 62-square-mile John Law Ditch watershed. Study involved analysis of the complex flow interactions resulting from flow junctions and modeling efforts involved expansion of the original EPA SWMM hydrology model to include significant hydraulic features that were not well expressed in the regulatory steady HEC-RAS model. The resultant study proposed recommended changes to the regulatory EPA SWMM hydrology and HEC-RAS hydraulic models to better describe the flood risk present in the lower John Law Ditch floodplain corridor.

Conditional Letter of Map Revision (CLOMR) Request Peer Review, Delaware & Powers – Littleton,

Colorado | Senior Project Engineer responsible for review of CLOMR submittal documents and evaluation of proposed HEC-RAS updates to a regulatory legacy HEC-2 hydraulic model to establish a more accurate understanding of the floodplain impacting the project. Christian provided recommendations for revisions to the model to better describe flow relationships present in the urban floodplain corridor.



Stormwater Master Plan for Roberts Road Drainage Area, Metropolitan Water Reclamation District of Greater Chicago – Justice, Palos Hills, Hickory Hills, & Bridgeview, Illinois

| Senior Project Engineer for a stormwater study and master plan for a 12-square-mile area in the Cal-Sag Watershed of southern Cook County, including five sub-watersheds. Project identified and evaluated drainage and flooding problem areas and recommended alternatives to provide a 100-year-level of protection to all structures. Christian was responsible for setting up hydrologic and hydraulic modeling in HEC-RAS, and XP-SWMM for this twelve-square-mile watershed.

Lacey Creek Watershed Plan, DuPage County Stormwater Management – DuPage County, Illinois

| Senior Project Manager for the preparation of the Lacey Creek Watershed Plan. The project involved data collection, hydraulic modeling, identification and evaluation of flood problem areas and associated mitigation alternatives, coordination with impacted municipalities and watershed stakeholders, public outreach and the preparation of a final Plan to be adopted by the County.

Melvina Ditch Reservoir Expansion, Metropolitan Water Reclamation District of Greater Chicago – Bedford Park & Burbank, Illinois

| Senior Project Engineer providing creative engineering and technology solutions to address significant flooding, including the vertical expansion of the Melvina Ditch Reservoir and retrofitting the existing pump station. This minimized the footprint for resident buyouts and created cost-effective storage solutions in an urbanized community with limited open space. Christian was responsible for setting up hydrologic and hydraulic modeling in XP-SWMM for this large, eight-square-mile watershed.

FEQ Hydraulic Modeling Projects | Christian has performed FEQ modeling on the following streams within DuPage County:

- 63rd Street Ditch (Flagg Creek Tributary - Des Plaines River Watershed)
- Addison Creek (Des Plaines River Watershed)
- Bronswood Creek (Salt Creek Watershed)
- East Branch DuPage River Mainstem (East Branch DuPage River Watershed)
- Ginger Creek (Salt Creek Watershed)
- Klein Creek (West Branch DuPage River Watershed)
- Oak Brook Tributary (Salt Creek Watershed)
- Prentiss Creek (East Branch DuPage River Watershed)
- Salt Creek Mainstem (Salt Creek Watershed)
- Sawmill Creek (Sawmill Creek Watershed)
- Spring Brook Creek (DuPage River Watershed)
- St. Joseph Creek (East Branch DuPage River Watershed)
- Sugar Creek (Salt Creek Watershed)
- West Branch DuPage River Mainstem (West Branch DuPage River Watershed)
- West Branch Tributary #1 (Keeneyville Tributary - West Branch DuPage River Watershed)
- Winfield Creek (West Branch DuPage River Watershed)

*Other projects have been performed outside the DuPage County area using FEQ modeling for floodplain management, dam breach analysis, stormwater management analysis and design, and storm sewer analysis and design.

East Branch DuPage River Resiliency Project, DuPage County – Wheaton, Illinois

| Senior Project Engineer for evaluation of stormwater resiliency projects along the East Branch DuPage River corridor. Projects will help prepare for future extreme weather events and improve the quality of life in the community. Alternatives include buy-outs, levee repairs and modifications, lot specific flood proofing incentive programs, infrastructure modifications, and storage creation using HEC-RAS/FEQ floodplain modeling. Christian was responsible for the FEQ hydraulic implementation of the various projects within the FEQ model framework for the East Branch DuPage River system.

Indian Creek Watershed Study, Kane County Environmental Management Department – Aurora, Illinois

| Drainage Engineer for identifying solutions to alleviate severe flooding in this 15-square-mile watershed. Project included extensive hydrologic and hydraulic modeling, alternatives analysis, and coordination of the economic damage analysis completed by the IDNR. Christian was responsible for remapping the floodplain in concert with the FEMA using HEC-1 hydrology and HEC-RAS and FEQ hydraulic models.

JENNIFER MAERCKLEIN, P.E., CFM

PROJECT MANAGER



Jennifer is a licensed Professional Engineer and Certified Floodplain Manager. Jennifer has extensive experience managing complex project teams of engineers, scientists, surveyors and technical experts, including projects with a large number of subconsultants and multi-million dollar design fees. She is a great communicator and strives to keep her team and clients fully informed of the progress on a project. She also has program manager experience, modeling experience including unsteady, dynamic and three-dimensional models and permitting experience for local, county, state and federal permits.



YEARS OF EXPERIENCE

V3: 18 | Total: 27



EDUCATION

Bachelor of Science with Honors,
Civil & Environmental Engineering,
University of Wisconsin at Madison
Technical Communications Certificate,
University of Wisconsin at Madison



REGISTRATIONS

Professional Engineer:

- *Colorado, #P43413, 2009*
- *Illinois, #062-055729, 2002*
- *Indiana, #PE10911055, 2009*
- *Ohio, #PE87155, 2021*
- *North Carolina, #053977, 2022*

Certified Floodplain Manager:
#IL-06-00237, 2006

Kane County Qualified Review
Specialist



ASSOCIATIONS

Illinois Association of Stormwater &
Floodplain Management



OFFICES HELD

Committee Chair, Illinois Association
of Stormwater & Floodplain
Management, January 2007-Present

Stormwater Program Manager, Metropolitan Water Reclamation District of Greater Chicago – *Cook*

County, Illinois | Project Manager
providing program management
services for a new, multi-year
stormwater master planning (SMP)
program which included preparation
of individual study profiles for
incorporation into the Cook County
SMP. The program looks beyond
traditional stormwater and green
infrastructure solutions and consider
instead unique, innovative, and holistic
approaches to address urban flooding
in conjunction with other community
needs. Jennifer worked with the Client
to create the program and also co-
authored a guidance document for
planning in Cook County, reviewed
countywide flood data and socio-
economic data to prioritize areas for
study, and managed the creation of
study profiles for three separate sewer
areas of Cook County, each 25-30
square miles in size.

Stormwater Master Plan for Roberts Road Drainage Area, Metropolitan Water Reclamation District of Greater Chicago – *Justice, Palos Hills, Hickory*

Hills, & Bridgeview, Illinois | Project
Manager for a stormwater study and
master plan for a 12-square-mile area
in the Cal-Sag Watershed of southern
Cook County, including five separate
sub-watersheds. Project identified
and evaluated drainage and flooding
problem areas and recommended
alternatives to provide a 100-year level
of protection to all structures. Jennifer
managed a large team of scientists,
engineers, and subconsultants with
a \$1.5-million design budget. She
developed and evaluated conceptual
design alternatives and led a significant
public involvement process.

Bedford Park Mini Stormwater Master Plan, Metropolitan Water Reclamation District of Greater Chicago – *Bedford Park, Illinois* |

Project Manager for the development
of a mini stormwater master plan
for the Village of Bedford Park
which experiences flooding within the
combined sewer area and has limited
options to mitigate flooding due to
a lack of combined sewer capacity
and lack of separate sewer outlets
from the Village. V3 explored several
opportunities to improve the drainage
problems, including two alternatives
which were advanced for further
analysis.



Williston Basin Tributary Area Drainage Analysis, City of Wheaton – *Wheaton, Illinois* | Project Manager to perform XP-SWMM drainage analysis of a watershed with significant depressional storage areas. Focus of the analysis was to determine the area of inundation during a 100-year storm event, determine the 100-year flood elevation, and determine which existing residential structures and accessory structures are at risk of flooding. Jennifer reviewed the XP-SWMM modeling of storm sewers, depressional storage areas, overland flow routes, and inlet capacity.

DuPage County Campus Stormwater Pond Improvements, DuPage County – *Wheaton, Illinois* | Project Manager performing a campus-wide drainage and detention study as part of several building projects throughout the 180-acre government campus. Using XPSWMM modeling, the analysis showed that regional stormwater detention was a feasible option. V3 prepared construction documents to expand two existing ponds to create storage for the current building projects as well as excess storage for future projects. This included conversion of a wet-bottom pond and a dry-bottom pond, each to wetland-bottom ponds, to provide best management practices.

Melvina Ditch Reservoir Expansion, Metropolitan Water Reclamation District of Greater Chicago – Bedford Park & Burbank, Illinois | Project Manager providing creative engineering and technology solutions to address significant flooding, including the vertical expansion of the Melvina Ditch Reservoir and retrofitting the existing pump station. This minimized the footprint for resident buyouts and created cost-effective storage solutions in an urbanized community with limited open space. Jennifer developed context sensitive solutions, assisted at public meetings, and provided QA/QC for design and technical documents.

Lacey Creek Watershed Infrastructure Improvement Plan, Village of Downers Grove – Downers Grove, Illinois | Project Manager for stormwater and flood control planning services to identify areas with flooding or drainage problems in the Lacey Creek watershed, as well as determine the cause of flooding in each area and develop alternatives to mitigate issues. Jennifer developed alternatives, permitting requirements, cost options, and construction time line. She also provided quality assurance for the hydraulic and hydrologic modeling and delivered the project on an aggressive time line.

Erie Street & Mayo Avenue Flood Prone Area Studies, City of Wheaton – *Wheaton, Illinois* | Project Manager for this flood prone area study to determine the locations and causes of flooding within the Erie and Mayo Drainage Basins. V3 modeled approximately 150 acres of area to determine runoff rates, flow paths, and locations of flooding. Seven separate problem areas were identified with structural flooding. Proposed alternatives to mitigate the flooding included storage, conveyance, buyouts and floodproofing.

Sunnyland Storm Sewer Improvements, Will County Land Use Department – Will County, Illinois | Project Manager for concept-level analysis and design of stormwater improvements. This residential neighborhood experienced significant flooding in recent storm events, including several homes with first floor flooding due to significant runoff and insufficient infrastructure. Jennifer managed the XP-SWMM modeling of complex overflow routing, assisted with submitting a resident survey to gather important information and participated in public meetings to present the results of the existing conditions analysis and describe the various alternatives to the residents and other stakeholders.

Powerhouse Marsh Treatment Wetlands, Metropolitan Water Reclamation District of Greater Chicago – Lockport, Illinois | Project Manager for phase I and II services. Project involved converting land at two separate locations not amenable for other purposes into treatment wetlands to remove nutrients from waterways that receive effluent from two water reclamation plants. Jennifer's management responsibilities included coordinating with nine subconsultants; developing site layout and grading plans; meeting floodplain, waterway and high-quality wetland regulatory requirements; providing hydraulic modeling and; preparing construction documents.

PETER REINHOFER, P.E.

SENIOR PROJECT MANAGER



Peter is a Senior Project Manager with experience in transportation engineering, urban planning, traffic engineering, and transportation planning working with both public and private sector clients. Through his work on numerous projects at the state and regional level mixed with local community and private development studies, Peter has been a leader in creating a balanced approach to transportation planning that serves transit, pedestrians, bicyclists, and motorists while creating a safe and comfortable environment for all users.



YEARS OF EXPERIENCE

V3: 15 | Total: 26



EDUCATION

Bachelor of Science, Civil Engineering,
Marquette University



CONTINUING EDUCATION

ACEC Illinois: IDOT Phase I Training
PSMJ: Project Manager Bootcamp
Northwestern University: Highway
Capacity Workshop
University of Wisconsin: Timing Traffic
Signals
Wisconsin DOT: Paramics Training



REGISTRATIONS

Professional Engineer: Illinois,
#062-056323, 2003



ASSOCIATIONS

American Public Works Association
Institute of Transportation Engineers

San Leandro Boulevard/BART Pedestrian Interface Plan, City of San Leandro – San Leandro, California

Project Manager for the implementation and design of the first public sector project from the City's transit-oriented development strategy which included preparing a San Leandro Boulevard and the Bay Area Rapid Transit (BART) Station Street interface plan. This plan envisioned reducing the number of travel lanes along San Leandro Boulevard from seven to five lanes and reallocating additional roadway width to transform the roadway into a pedestrian and bicycle friendly street with improved pedestrian connections between the Downtown San Leandro BART Station and Downtown San Leandro. Peter also assisted the City in procuring more than \$6 million in construction grants.*

State Street Multimodal Implementation Plan, City of Lockport – Lockport, Illinois

Project Manager for a complete streets project to provide solutions to the current design of State Street, which is an impediment to the growth of downtown Lockport and acts as a barrier that separates the east side of downtown from the west side. Peter led the effort to meet with local stakeholders and IDOT and held a community workshop to introduce the purpose of the project, gain an understanding of community concerns, and develop goals and visions for the area.

El Camino Real/Chestnut Avenue Area Plan & EIR – San Francisco, California

Project Manager providing guidance for the redevelopment of a 98-acre-area plan along El Camino Real, approximately one half mile south of the City's Bay Area Rapid Transit (BART) station. The plan involved transforming the area into a walkable and bikeable environment while still maintaining several major traffic spines through the area, including the routing of a linear park and bike path that connected to the BART station, several street extensions, and new pedestrian and bicycle connections to connect the local neighborhoods to the planned open spaces and civic uses.*

Bailey Road Pedestrian & Bicycle Improvement Project, Contra Costa County – Bay Point, California

Project Manager for a new complete street concept to provide a safe, walkable and bikeable, transit-oriented, and visually attractive roadway for this major arterial that acted not only as a main street for the community, but also as a regional roadway connecting to the State Route 4 freeway and Pittsburg/Bay Point BART Station. The plan recommended to narrow travel lanes, remove travel lanes, and narrow medians to provide a better pedestrian and bicycle environment and connections to transit as well as modification of the freeway interchange to create safer pedestrian and bicycle facilities.*

*Work performed at previous firm



I-80 & Wolf Road Interchange Concept Feasibility Study, Village of Orland Park – Orland Park, Illinois

| Project Manager for the concept study of a new interchange at I-80 and Wolf Road. Currently, there is an eight-mile gap between existing local access interchanges along I-80 from US Route 30 to LaGrange Road. A total of eight interchange alternatives were developed, which sought to provide new access to/from I-80 while minimizing impacts to adjacent properties, environmental resources, and major utilities.

Eola Road Realignment at US Route 30 Phase I, City of Aurora – Aurora, Illinois

| Project Engineer responsible for the preparation of a Phase I study and Project Manager for Phase II design of roadway improvements and traffic signal improvements for the proposed realignment of Eola Road at US Route 30. Improvements include a new, three-lane roadway that will intersect US Route 30 at a right angle with a new traffic signal that has been designed to accommodate a future fourth leg to the intersection. The project achieved ACEC – Illinois 2021 Engineering Excellence Special Achievement Award and an APWA Public Works – Fox Valley Branch 2021 Project of the Year Award. Peter worked with IDOT, the City, and the local property owners to develop a realignment plan to minimize impacts to the local environment while maintaining development opportunities for adjacent properties. Peter also worked with IDOT Bureau of Local Roads and Streets and the City for approval of the construction documents and plats of highway.

Madison Street Road Diet Assessment, Village of Oak Park – Oak Park, Illinois

| Project Manager for the assessment of pre- and post-road diet conditions along Madison Street as well as adjacent roadways and intersections

Various Transportation Studies – Illinois & Indiana | Project Manager/Engineer for numerous traffic engineering studies. The scope of work for the traffic studies included data collection, existing and future intersection capacity analyses, traffic signal warrant analysis, development of alternatives to mitigate impacts, and feasibility analyses of alternatives. Submittal to local villages, towns, cities, counties, and IDOT was required. Provided below is a representative list of completed traffic impact studies:

- *IL Route 83 Widening & Improvements at 10 N. Main Street – Mount Prospect, Illinois*
- *Greater Chicago Food Depository TIS – Chicago, Illinois*
- *Oak Brook Medical Office TIS – Oak Brook, Illinois*
- *7-Eleven Fuel Store TIS – Downers Grove, Illinois*
- *7-Eleven Fuel Store TIS – Alsip, Illinois*
- *Northbrook Court Macy's Redevelopment TIS – Northbrook, Illinois*
- *IBLP Redevelopment TIS – Hinsdale, Illinois*
- *Downtown Highwood Mixed-Use Redevelopment TIS – Highwood, Illinois*
- *Pulte Kildeer Development Roadway Design – Kildeer, Illinois*
- *IL Route 47 Warehouse Development TIS – Morris, Illinois*
- *Deer Crossing of Joliet TIS – Joliet, Illinois*
- *Authentix Residential Development TIS – McHenry, Illinois*
- *Authentix Residential Development TIS – Cottage Grove, Wisconsin*
- *Downtown Elmhurst Multi-Family Redevelopment TIS – Elmhurst, Illinois*
- *1241 W. Division Street Redevelopment TIS – Chicago, Illinois*
- *Molto Properties 75th Street Redevelopment TIS – Woodridge, Illinois*
- *Kroger Fuel Site TIS – Findlay, Ohio*
- *Christ Church of Oak Brook TIS – Oak Brook, Illinois*
- *Central DuPage Hospital Traffic Analysis – Winfield, Illinois*
- *YRC Freight Truck Terminal TIS – Chicago Ridge, Illinois*
- *King Abdulaziz City for Science & Technology – Riyadh, Saudi Arabia*
- *Lisle Transitional Care TIS – Lisle, Illinois*
- *ITW David Speer Academy High School TIS – Chicago, Illinois*
- *Industrial Redevelopment TIS & Roadway/Signal Plans, IL Route 53 – Romeoville, Illinois*
- *Main Street Village TIS & Traffic Signal Plans – Lisle, Illinois*
- *American Academy of Pediatrics TIS – Itasca, Illinois*
- *Pedestrian Signal Modifications – Mount Prospect, Illinois*
- *Children's Learning Academy TIS – Aurora, Illinois*
- *Weber & Normantown Retail Center – Romeoville, Illinois*

through the Village. A Synchro model of Madison Street and adjacent signalized intersections was developed to improve the traffic flow and efficiency of the corridor.

Main Street & 63rd Street Redevelopment, Vequity (7-Eleven)

– Downers Grove, Illinois | Traffic Engineer for the redevelopment of an existing gas station that, using access management best practices, consolidated the four existing

driveways to one full access driveway on Main Street and one full access driveway on 63rd Street. Peter completed a traffic impact study that analyzed the signalized intersection and the site driveways for the proposed redevelopment, including collecting traffic counts which were utilized in the intersection capacity analyses. The traffic study was approved by the Village and by DuPage County DOT.

**Work performed at previous firm*

Ruth Rollins

Principal Rollins Consult

Ruth has been involved in transportation planning and engineering for over three decades. Experience in a wide range of professional responsibilities: performance of traffic impact studies, project manager for multi-agency and small area transportation plans, creation of a cross-jurisdictional signal coordination effort in Denver, instructor for FHWA, project manager on numerous signal retiming studies, and traffic operations engineering.

Professional Experience:

Principal, Rollins Consult. Provide transportation consulting for a wide variety of projects. This includes:

- Performance of Traffic Impact Studies.
- Revisions to City and County of Denver, DOTI, traffic engineering standards.
- Presentations to neighborhoods, Planning Boards, and City Councils.
- Development of transportation and engineering design standards (City of Fort Collins). The focus was on standards that were related to transportation policy and design for vehicles, pedestrians, and bicycles.
- Crash analysis of modification to yellow change interval on Hampden Avenue (sub-consultant to Stantec for the City of Denver).
- Signal retiming studies for the City of Denver, CDOT, and City of Greeley (Stantec).
- Project manager for Alameda Trestle Bridge Study – assessment of future pedestrian and bicycle needs near the Alameda Station TOD area in Denver (Stantec).
- Principal in charge of developing visualizations of signal timing projects.

Public Service Experience:

Served on the **City of Fort Collins, Planning and Zoning Board** (2019 to July 2020 and 2006 to 2009). Appointed to the **Larimer County Parks Advisory Board** (2018 to Current). Served on the **Neighborhood Engagement Advisory Group** to address growth and development in neighborhoods.

Public Participation:

Due to an interest in the effective participation of the public, completed training in Planning, Communications, and Techniques for Effective Public Participation. Received Certificate in Public Participation from the International Association for Public Participation (IAP2).

Professional Affiliations:

Licensed Professional Engineer in Colorado #27002
Member of the Institute of Transportation Engineers

Education: BS in Civil Engineering, Colorado State University, 1984.

RESUME: DEE DEE DEVUYST | EXECUTIVE DIRECTOR



Education

Master of Environmental Engineering
University of South Florida

Master of Architecture
Washington University in St. Louis

Bachelor of Design, Architecture
Minor Spanish
University of Florida

Boards and Commissions

City of Denver Commissioner
Commission of Nonprofit Engagement

Board Member
All in Denver

Board Member
Denver Board of Adjustment for Zoning

Professional Licenses & Trainings

Foundations in Design Thinking
IDEO

Intersection of Diversity, Agency,
and Design, BlackSpace

Becoming a Redeisgner for Justice
Creative Reaction Lab

Intersections of Justice
Association for Community Design

Pathways to Equity
Open Architecture Collaborative

Dee Dee serves as Radian's Executive Director. With Master's degrees in Architecture and Environmental Engineering, she brings more than 10 years of management experience in the nonprofit, private, and government sectors and has spent her career leveraging design and community advocacy in the pursuit of equitable outcomes.

Dee Dee leads a team of architects, urban planners, and other design professionals to advance social equity in the built environment by co-creating spaces, places, and policies of belonging. She finds joy in building teams and designing tools that inspire radical empathy, increase representation, and support design justice.

Prior to her current role, Dee Dee created and led the Equitable Development Studio, spearheading community-driven initiatives and managing projects that center the voices, lived experiences, and expertise of under-represented communities in Denver. She developed and implemented multilateral initiatives within the equitable development sector that include equitable development plans, equity toolkits, and equitable policy advocacy.

PROJECTS

Colorado Community Engagement

- NW JeffCo Public Library
- 2030 Colorado Preservation Plan
- Colorado Equity Compass
- Colorado Zoning Atlas
- Lyons Main Street Placemaking

Denver Community Engagement

- Denver Downtown Area Plan
- 38th & Blake Equitable Development Plan
- The 303 Artway Heritage Trail
- The Rose on Colfax
- Affordable Housing + ECE
- La Tela | Affordable Housing
- RNO Equity Toolkit
- Westwood Visioning Session

SPEAKING EVENTS

AIA Colorado CKLDP | *Community Engagement in Architecture*, 2024

Designing for Equity | *AIA Colorado*, 2021

Women in Design 8x8 | *Activating Community Through Design*, 2020

AIA Colorado CKLDP | *Community Engagement in Architecture*, 2019

Rocky Mountain Green, USGBC | *Building Resilience through Equitable Development Planning*, 2019

In the Game, DCI | *Establishing a Plan for Equitable Development*, 2019

Colorado Equity Forum, DDPHE | *The Game of Life: Redline Edition*, 2019

PRESS

Denverite | An architect creates a game to help us understand how racism built our environment, 2019

Energy & Climate Partnership of the Americas (ECPA) News | ECPA Initiatives advance Biomass and Solar Energy in Rural Peru, 2013

Amaray Magazine: Energy & Development for Rural Areas | Driving Progress in Rural Areas, 2013

PROFESSIONAL EXPERIENCE

Radian | Denver, CO

Executive Director 2020-PRESENT
Program Manager 2018-2020

Design for Impact | Denver, CO

Founder & Director 2017 - 2019

Clara Vista Foundation |

Costa Rica, Denver

Program Manager 2016 - 2017

Clarion Associates | Denver, Colorado

Marketing Manager 2014 - 2017

Peace Corps | Otuzco, Peru

Project Manager 2011 - 2013

RADIAN

RESUME: ALEIYA EVISON | PROJECT MANAGER, DESIGN JUSTICE



Education

Master of Design Studies
Art, Design, and the Public Domain
Harvard Graduate School of Design

Bachelor of Arts
Ethnic Studies
University of Oregon

Boards and Committees

Advisory Board Member
Philanthropiece Foundation
2020-2023

Board Member and Secretary
Radian
2022-2023

Speaker Outreach Chair
Black in Design Conference
2019

Professional Trainings

The Embodiment Institute
101 Course

Sunrise Movement People of
Color Training

The People's Institute for Survival
and Beyond

The Leadershape Institute

Aleiya is the Design Justice Project Manager at Radian, with a BA in Ethnic Studies from University of Oregon and a Master's in Design Studies from Harvard Graduate School of Design.

Originally from Colorado, she is passionate about storytelling, design justice, and the radical imagination. Aleiya is committed to creating the conditions for equity and abundance through community engagement and facilitation, and believes that design can be a tool for healing.

Aleiya's work and research center on facilitating workshops, summits, and engagement strategies that elevate community voice in equitable design processes and outcomes. She is passionate about collaborating with youth and community partners in fun, engaging ways.

Aleiya works across disciplines, supporting folks in education, design, architecture, and local government on equitable design processes as a facilitator, program strategist, researcher, and curriculum developer.

PROJECT MANAGEMENT

Community Engagement + Advocacy

- Denver Downtown Area Plan
- The 303 Artway Heritage Trail
- RNO Equity Toolkit
- BUILD Community Engagement
- Community Playspaces (San Luis, Wray, and Log Lane, Colorado)

FACILITATION

Design Justice + Equitable Practice

- Open Architecture Collaborative Pathways to Equity Fellowship and Equity in Practice Fellowship
- Boulder Library Foundation Design for Belonging Training
- Boulder County Behavioral Health Services Equity Roadmap
- BlackSpace Urbanist Collective Program Strategy
- The Village Institute Teen Program Spatial Design

MOONSHOT EDVENTURES FELLOWSHIP

Design Justice

- Completed Fellowship: Explore, Cultivate, and Prepare to Launch Stages
- Facilitation: Designing Just Futures and Designing Sustainable Futures Workshops

EQUITY MEETS DESIGN PROJECTS

Organizational Change + Equity

- Facilitation: equitable design trainings with The Thacher School, Lean Lab, 100Kin10, Leadership in Education Equity, and The Aspen Institute
- Project Management
- Curriculum Design

AWARDS

Abolitionist Teaching Network Grant
2021

Harvard Graduate School of Design
Community Service Fellowship
2019

University of Oregon MLK Jr. Award
for Diversity, Equity, and Inclusion
2017

SPEAKING EVENTS

Guest Facilitator
*Design Futures Forum
Faculty Workshop*
2023

Guest Facilitator
*Co:census Community Conference
Strategies for Sustained Community
Engagement*
2023

PROFESSIONAL EXPERIENCE

Radian | Denver, CO
Project Manager
2023 - PRESENT

Collective Design Lab | Denver, CO
Founder
2022 - 2023

Moonshot edVentures | Denver, CO
Fellow
2022 - 2023

RADIAN

RESUME: ANN DANG | PROJECT MANAGER, ARCHITECTURE



Education

Coursework toward
Master of Architecture
Washington University in St Louis

Bachelor of Environmental Design
Architecture
University of Colorado Boulder

Study Abroad
Architecture Studio
Danish Institute of Scandinavia

Boards and Committees

Programs Co-Chair
AIA STL J.E.D.I Committee

Designer/Researcher
DissentXDesign

Member
*Design As Protest
Academic Organizing Team*

Boards and Committees

Programs Co-Chair
AIA STL J.E.D.I Committee

Designer/Researcher
DissentXDesign

Member
*Design As Protest
Academic Organizing Team*

Ann is an Architecture Project Manager at Radian with a Bachelor's degree in Environmental Design with an emphasis in Architecture. She strives to create thoughtful designs that take the community, environment, and health & well-being into consideration. From the initial schematic phase to the construction phase, Ann is detail oriented and translates community voice into inclusive designs that reflect the diversity of Colorado perspectives.

Prior to her role at Radian, Ann was involved in commercial, multi-family housing, and education projects. Currently, Ann focuses on community-driven architecture projects including community markets, community play spaces, and equitable education space design.

PROJECT MANAGEMENT + DESIGN

Community Engagement + Advocacy

- NW JeffCo Public Library
- RNO Equity Toolkit
- El Tianguis Community Market
- ECE Development Handbook
- SOS Launch Kit
- Community Play Spaces (San Luis, Wray, and Log Lane, Colorado)
- Education Space Programming, Design, and TA

DISSENTXDESIGN PROJECTS

Design + Research

- Little Saigon Denver Walking Tour
- Frames: Seeing Colorblind Racism in Architecture Exhibit
- Infringe: Race and Gender in Architecture booklet

ARCTURIS PROJECTS

Housing + Higher Education

- St Louis Community College Center for Emerging Technology
- The Flats at Wildhorse Village

AWARDS

ENVD Alumni Young Designer Award
2021

Sam Fox Ambassador Fellowship
2020

SPEAKING EVENTS

Guest Panelist
Open Conversations: Mental Health, Well-Being & Design
2022

Commencement Speaker
ENVD Graduation Ceremony
2022

Panel Discussion - Moderator
AIAS Forum | Infringe: Race and Gender in Architecture
2018

PUBLICATIONS

Association for Collegiate Schools of Architecture | Forming Anti-racist Spaces, 2019

PRESS

Daily Camera | Racism in Architecture, 2020

PROFESSIONAL EXPERIENCE

Radian | Denver, CO
Project Manager
2023 - PRESENT

DissentxDesign | Boulder, CO
Designer/Researcher
2018 - PRESENT

Arcturis | St Louis, MO
Architectural Designer, 2020 - 2023

LOA Architecture | Denver, CO
Job Captain Designer, 2018-2021

RADIAN

RESUME: ANA COLÓN QUIÑONES | DESIGNER + COMMUNITY ENGAGEMENT SPECIALIST



Education

Bachelor of Environmental Design
Architecture
University of Colorado Boulder

Boards and Committees

Designer
DissentXDesign

Awards

C. Gordon Sweet Scholarship

Continuing Education/Trainings

Becoming a Redeisgner for Justice
Creative Reaction Lab

Intersections of Justice
Association for Community Design

Ana is a bilingual Designer and Community Engagement Specialist at Radian with a Bachelor's degree in Environmental Design, specializing in Architecture. Her experiences growing up in Denver have led her to think critically and engage in conversations about the intersections of architecture, design, and social justice.

Prior to her role at Radian, Ana worked for Boulder County as a Community Outreach and Engagement Specialist, translating community voice into design solutions, and as a member of the DissentXDesign Collaborative, developing interventions and solutions that challenge design norms and raise awareness of the social injustices in the built environment.

At Radian, Ana creates community-specific branding and graphics that are tailored to reflect the culture and voice of each community project.

COMMUNITY DESIGN

Community Engagement + Advocacy

- 303 Artway Heritage Trail
- Safe Outdoor Space Launch Kit
- RNO Equity Toolkit
- Education Land Use Framework
- El Tianguis Community Market
- 2030 Colorado Preservation Plan

DISSENTXDESIGN PROJECTS

Design + Research

- Federal Blvd Walking Tour
- MAS Context: Vigilantism Graphics
- FRAMES: Framing Colorblind Racism in Architecture Exhibit
- *infringe: Race and Gender in Architecture* booklet

BOULDER COUNTY PROJECTS

Community Outreach + Engagement

bcWorkshop PROJECTS

Community Outreach + Design

SPEAKING EVENTS

Panel Discussion | AIAS:
Forum | infringe: Race and Gender in Architecture
2018

PUBLICATIONS

Association for Collegiate
Schools of Architecture | *Forming Anti-racist Spaces*, 2019

PRESS

Daily Camera | *Racism in Architecture*, 2020

KGNU | TRENDS Podcast: Diversity,
Inclusion & Equity, 2020

PROFESSIONAL EXPERIENCE

Radian | Denver, CO
Designer 2022 - PRESENT

DissentxDesign | Boulder, CO
Designer/Researcher
2018 - PRESENT

Boulder County | Boulder, CO
Community Outreach and Engagement Specialist, 2020 - 2022

bcWorkshop | Brownsville, TX
Architectural Designer, 2019





Team Experience

At The Lakota Group, our mission revolves around the transformation of communities, breathing life into corridors and districts, and integrating the art of placemaking. With a rich history of crafting transformative plans, we offer a holistic approach that empowers communities to envision and build vibrant futures.

Our journey, marked by a commitment to honor history while fostering growth, has left a lasting impact on diverse communities. Deeply rooted in our heritage-driven approach, these samples are some of our success stories. With each endeavor, we have learned that the transformation of streets is not merely about bricks and mortar but about infusing life into the very essence of a community. These projects, exemplify our commitment to preserving heritage while catalyzing growth. We're poised to continue this legacy with the Town of Monument, infusing life into the streets and crafting communities that thrive.



City of Gretna Comprehensive Plan

In 2023, the City of Gretna, Nebraska, partnered with the Lakota Group to create a new Comprehensive Plan—a visionary roadmap aimed at guiding the city's physical, economic, and social growth over the next 10 to 20 years. Gretna, one of the fastest-growing cities in Nebraska's most rapidly expanding county, is poised for remarkable change. With its population already exceeding 10,000 and projected to surpass 30,000 within the Plan's time frame, crafting a long-term vision for the community was both timely and essential.

A defining feature of this planning process was the development of concept plans and massing studies, which illustrated Gretna's future redevelopment potential, high-level visions, and guiding objectives for growth and reinvestment. These plans build upon the future land use strategy, offering tailored guidance for notable sites across the community.

The Comprehensive Plan is the product of a thorough analysis of Gretna's current conditions—its downtown, housing, economic landscape, infrastructure, and urban design—paired with extensive input from residents and stakeholders. Together, this collaborative effort has charted a clear and ambitious path to ensure Gretna continues to thrive as it grows.

GRETNA,  NE

STATISTICS

Start Date: April 2023

Completed: Ongoing

REFERENCE

Kristine Stokes
Development Services Director
(402) 332-3336
kristine@cityofgretna.com



Onalaska Comprehensive Plan - Live Ona 2040

Onalaska is a unique city nestled in the bluffs of the Mississippi River valley. In response to residents' strong desire to shape the city's future, the City engaged The Lakota Group to update the community's comprehensive plan. Building upon the community's "LiveOna" branding, the planning process encouraged residents to reflect on the unique qualities that define Onalaska and consider how the city could continue to grow while preserving the small-town character they value.

Faced with growth pressures, rising housing costs, and limited land available for new development, the plan explored growth strategies, infill development, and urban design initiatives that leveraged the city's existing assets. The Comprehensive Plan is organized around key pillars, including Community, Commerce & Development, and Nature & Recreation, that highlight the core elements of Onalaska's identity. Each pillar includes strategies designed to support these values, while also aligning with the requirements of Wisconsin's Smart Growth Law. This approach provides a clear framework for guiding Onalaska's future growth in a sustainable and balanced way.

ONALASKA, WI 

STATISTICS

Start Date: June 2023

Completed: August 2024

REFERENCE

Katie Aspenson, AICP

City of Onalaska

Planning Director

(608) 781-9590

kaspenson@onalaskawi.gov



Downtown Itasca Strategic Action Plan

In 2020, the Village of Itasca and the Regional Transportation Authority (RTA) embarked on the creation of a new Downtown Strategic Action Plan, an important policy document to guide future investment and development activity within and near the Downtown. The Lakota Group, a Chicago-based planning and urban design firm, was engaged by the Village and RTA to lead the development of the plan, along with real estate market and economic development consultant, Market and Feasibility Advisors, and transportation consultant, Fish Transportation Group. The Downtown Strategic Action Plan process was designed to maximize opportunities for community input, with various check points to gather ideas and feedback.

The adopted Action Plan outlines key actions for economic development, public open space and urban design, and access and mobility to create a roadmap to actively improve and develop the Downtown and form a comprehensive vision for Downtown Itasca.

ITASCA, IL 

STATISTICS

Start Date: October 2020

Completed: March 2022

REFERENCE

Mo Kahn, Village Planner

Village of Itasca

(630) 228-5631

mkhan@itasca.com



DENVER DOWNTOWN AREA PLAN

DOWNTOWN DENVER PARTNERSHIP / CITY OF DENVER

LOCATION

Denver, CO

DATES OF SERVICE

Sep 2024 – Ongoing

SB Friedman is working as part of a team to develop a Downtown Area Plan for the City of Denver. The plan aims to create an achievable and informed vision for a future downtown with more residents, thriving retail nodes and a re-energized office workforce.

Downtown Denver is the geographic center of the city and has historically served as Colorado's dominant employment and retail core. Denver's robust public transportation system, proximity to an international airport, and access to highly desirable outdoor recreation opportunities created a thriving downtown environment for much of the last decade—exemplified by the highly successful redevelopment of Union Station and surrounding areas into a thriving neighborhood. However, the acute impacts of the COVID-19 pandemic on office vacancy, rising cost of living, and ongoing public health and safety concerns require a new vision for Downtown Denver.

To support the Downtown Area Plan process, SB Friedman is currently preparing a market assessment by:

- » Synthesizing recent market studies and conducting additional analyses to better understand recent market trends;
- » Conducting key informant interviews to better understand drivers of and barriers to growth and new development, competitive locations for development projects, and opportunities to catalyze development; and
- » Researching and formulating economic development strategies to advance implementation of the Denver Downtown Plan's vision.

Results: SB Friedman conducted stakeholder engagement and a field assessment of the downtown Denver market in October 2024. Targeted market analysis work will continue through the end of 2024. The final plan is anticipated in mid-2025.

WE WILL CHICAGO



WE WILL CHICAGO CITYWIDE FRAMEWORK PLAN CITY OF CHICAGO DEPARTMENT OF PLANNING AND DEVELOPMENT

LOCATION
Chicago, IL

DATES OF SERVICE
Jun 2021 – Jul 2022

AWARDS
Daniel Burnham Award
for a Comprehensive Plan
American Planning
Association - Illinois
Chapter, 2023

SB Friedman led the research process for Phase II of We Will Chicago, a historic effort to develop the first citywide comprehensive plan in over 50 years.

As the first citywide plan of its type since 1966, “We Will Chicago” is a three-year planning initiative to encourage neighborhood growth and vibrancy while addressing social and economic inequities that impair Chicago’s legacy as a global city. SB Friedman led a multi-disciplinary team of subject matter experts, communications professionals and documenters to advance policy recommendations for eight quality of life pillars. Senior SB Friedman personnel served as the research leads for the Housing & Neighborhoods and Economic Development Pillars. We conducted a participatory planning process that included eight volunteer teams, community organization representatives, and City and sister agency staff. Our role included:

- » Developing and implementing a Pillar meeting strategy for 14 meetings for each Pillar, which includes developing all content, advancing agendas, and coordinating with the City, facilitators, and other advisors;
- » Managing a consulting team of 12+ subject matter experts and all research, work products, and related efforts required to support the eight Pillars;
- » Developing and implementing a strategy for engaging the Advisory Council, Interagency Council and other key City stakeholders to communicate recommendations from the Pillar teams;
- » Synthesizing policy recommendations for each of the eight Pillars and developing an overall report to inform the final plan document; and
- » Developing accessible and understandable documentation of meeting summaries and report-outs to ensure consistency and transparency of the public process.

Results: The consulting team completed the Pillar team meetings and developed a set of goals, objectives and draft policies for each Pillar through a participatory process. We Will Chicago was officially adopted by the City in February 2023. View the plan [here](#).



URD DESIGNATION & AMENDMENT AND DEVELOPMENT ADVISORY

CAPITAL CITY DEVELOPMENT CORPORATION

LOCATION
Boise, ID

DATES OF SERVICE
Jun 2017 – Dec 2021

SB Friedman has provided development advisory services to the Capital City Development Corporation (CCDC) to help facilitate growth in key areas of Boise, Idaho, including assisting in the designation processes of four Urban Renewal Districts (URDs).

As part of CCDC's efforts to facilitate growth in greenfield and redevelopment areas of the city, SB Friedman conducted eligibility studies for three URDs: the Shoreline District, the Gateway East District, and the Westside District (for an amendment). Two of these districts lie within mixed-use downtown neighborhoods, and the other is an industrial corridor on the city periphery.

As part of the URD designation process, we also prepared feasibility studies for the three districts, including:

- » Preparing market assessments of retail, residential (for-sale and for-rent), office, industrial and hospitality uses to prepare a 20-year development program for each district.
- » Coordinated with planners and engineers to identify needed public improvements.
- » Developed a URD feasibility model which accounts for district revenues and expenses projected over the 20-year life of each URD.

Additionally, SB Friedman prepared a feasibility study for the State Street URD.

Results: The CCDC Board approved SB Friedman's URD Eligibility Study and Feasibility Studies for the Shoreline District and the Gateway East District. Both districts were adopted by City Council in December 2018. The Westside District Amendment Area Eligibility Study was approved by the Board and City Council in 2019 and the feasibility study was approved in the fall of 2020. The State Street URD was approved by Boise City Council in December 2021.



URBAN RENEWAL DISTRICT ELIGIBILITY ANALYSES

POCATELLO DEVELOPMENT AUTHORITY

LOCATION
Pocatello, ID

DATES OF SERVICE
Oct 2023 – Ongoing

SB Friedman is supporting the Pocatello Development Authority (PDA) by assessing the feasibility of establishing three Urban Renewal Areas in and around the City of Pocatello, based on the presence of eligibility criteria and required tests as outlined in Idaho Law.

The PDA engaged SB Friedman to assess the feasibility of three potential Urban Renewal Areas (URAs) within and immediately adjacent to the City of Pocatello (the "City"). These potential URAs encompass much of the City's historic downtown and adjacent neighborhoods, as well as a gateway corridor on the City's south side consisting of primarily commercial and industrial uses. SB Friedman assessed each proposed URA for the presence of eligibility factors, as well as required tests for designation, as outlined in Idaho Law. The designation of a URA would allow for future incremental property tax generation to be redirected toward infrastructure and other improvements in the districts to encourage (re)development.

SB Friedman collected information from local governments and third-party resources and conducted fieldwork to evaluate on a parcel basis the presence of eligibility factors. These factors included building deterioration, site deterioration, obsolete platting, and inadequate street layout. Additionally, to satisfy required tests of economic and social liability, SB Friedman analyzed recent assessed value trends and community goals as outlined in public planning documents.

SB Friedman concluded from these analyses that all three districts would meet the eligibility criteria and required tests for URA designation.

Results: SB Friedman documented the results of our analyses and conclusions and presented our findings to the board of commissioners of the PDA in April 2024 for feedback. In June, the PDA board of commissioners directed SB Friedman to move forward with a feasibility study for the proposed South 5th Study Area. That work is ongoing.



DOWNTOWN DENVER AREA PLAN

Community Engagement

Radian is collaborating with the City of Denver and Sasaki to create an equitable and inclusive Downtown Area Plan, co-designing a “downtown for everyone.”

As the lead on community engagement, Radian focuses on equitable strategies to connect with traditionally underrepresented communities and neighborhoods often excluded from planning processes. Through a multi-pronged approach, Radian engages diverse

voices by partnering with trusted community organizations and leaders, participating in cultural events, hosting intimate focus groups, and facilitating one-on-one interviews.

To ensure diverse perspectives are heard, Radian has developed a robust monitoring and evaluation framework. Our engagement practices include bilingual materials in Spanish and English and offering compensation to participants for their time and contributions.

YEAR

2024

LOCATION

Denver

WEBSITE

radianinc.org



720-397-0037
deedee@radianinc.org

3264 Larimer St Suite D
Denver, Colorado 80205

RADIAN

NW JEFFERSON COUNTY LIBRARY

Community Engagement

Radian is collaborating with Jefferson County Public Libraries and Anderson Hallas Architects to lead community engagement and co-design for the new public library in Arvada.

We are spearheading an inclusive engagement plan with creative, meaningful, and responsive strategies to involve the entire Jefferson County community in shaping a library where everyone feels welcome and experiences a sense of belonging.

Our efforts emphasize bilingual engagement materials and tailored approaches to connect with families, youth, and seniors. By co-designing with these key groups, we aim to bring the community's vision to life, directly integrating their feedback into the library's spatial and programmatic design.

Our bilingual engagement activities include interactive voting, Mad Libs, surveys, and collaging. These efforts have built awareness and excitement about the project while reinforcing that community perspectives are valued and will guide the design process.



YEAR
2024

720-397-0037
deedee@radianinc.org

LOCATION
Arvada, Colorado

3264 Larimer St Suite D
Denver, Colorado 80205

WEBSITE
radianinc.org

RADIAN

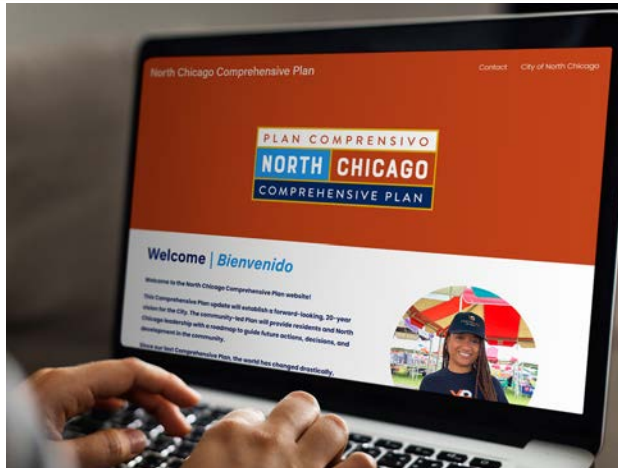




Engagement & Outreach

A successful approach should serve as a catalyst for meaningful dialogue, aiding in decision-making while fostering enthusiasm and support for the ideas under consideration. It should be an enjoyable endeavor, even if it entails embracing some unpredictability. Beyond mere listening, community meetings possess the potential to reshape conversations altogether. We fully acknowledge that a uniform approach cannot address the unique dynamics of each situation. That's why we present a range of tried-and-tested pathways for engagement, harnessing the involvement of diverse stakeholders as collaborative partners in the process, with the overarching objective of ensuring a comprehensive representation of voices. Our collaborative effort with the Town of Monument will entail creating a tailored engagement strategy that engages residents and property owners impacted by changes in the subareas, cultivates widespread participation across all sectors, accommodates diverse perspectives, and aligns harmoniously with Monument's economic and social fabric. Town staff's local knowledge and familiarity with key stakeholders, civic organizations, and property owners will be an important part of assembling meaningful groups to convene, as well as identifying efficient means of communication with them.

The strategies outlined here provide a range of outreach possibilities that demonstrate adaptability, fuse tradition with innovation, embrace both predictability and spontaneity, bridge in-person and digital realms, and seamlessly navigate the formal and informal worlds. Our inspiration stems from the diverse cities and clients we've partnered with, igniting our passion to pioneer fresh approaches to engagement. We will tailor the most fitting approach to suit Monument.



PROJECT BRAND & WEBSITE

We're all about creating project brands and websites that capture the essence of what the planning process is about. What's the goal? Delivering an accessible process under a cohesive brand and marketing approach that makes the whole journey smooth and fun to be a part of. This platform will serve as the project's information clearinghouse where we cultivate inspiration, disseminate information, promote engagement opportunities, capture survey results, and broadcast general announcements. Social media and marketing collateral, designed as expansions of the project brand, will be developed by our graphic team to promote all engagement opportunities.

VIRTUAL & DIGITAL TOOLS

We're constantly seeking out technologies that expand our outreach and intensify our online presence. Virtual workshops, social media platforms, and interactive forums have transformed how people connect and voice their opinions. An intensive online presence not only ensures that information reaches a wider audience but also enables real-time engagement, allowing participants to join discussions, provide feedback, and actively contribute to the conversation.

VIDEO CONTENT

Through carefully crafted videos, we share the project's progress, transforming complex information into easily digestible content. We use video content to increase engagement and build enthusiasm for the planning process. Visual storytelling increases public understanding, making information more relatable and captivating. By visually showcasing key strategies, milestones, and insights, we create a compelling narrative that resonates with a wide audience.

OPEN HOUSES

These gatherings are vibrant and enjoyable community events that go beyond rote presentations - they are highly interactive and become platforms for celebration, dialogue, and the advancement of the planning process. Imagine a scenario where attending a public meeting isn't just a checkbox on a to-do list, but an eagerly anticipated event. By infusing an element of enjoyment and engagement, public meetings evolve into occasions that resonate with the community. We're not just sharing data; we're transforming the dialogue and crafting an experience that leaves a positive imprint on attendees.





POP-UP WORKSHOPS

Beyond the scope of conventional community workshops, we're all about taking the planning process to where the heart of the Town beats. Working with the Town of Monument, we can study the events calendar for a diverse group of engagements, from Farmers Markets, Block Parties, Parades to events at schools, churches, and even setting up a booth at a local grocery store. By converging with these local events, we break free from the constraints of traditional meeting spaces and venture into the heart of the community. We meet people where they're already gathered, tapping into the comfort and familiarity of their surroundings.

WALKSHOPS / BIKE TOURS

Introducing vibrant and community-driven experiences that take engagement to new heights. We'll stroll or cycle through the Town, stopping at key sites to discuss issues and opportunities, and scenario planning. It's dynamic dialogue, making urban exploration a catalyst for shaping Monument's future. These experiences create connections between spaces and conversations, turning ideas into actions.

COMMUNITY BARBECUES

An occasion that goes beyond just grilling and gathering. We'll work with the Town and local vendors to create a vibrant scene where residents come together in a relaxed and inviting atmosphere. Typically, a local restaurant or the Town would sponsor the event. It's a space where we discuss goals, strategies, and action steps to make the Town-wide vision a reality. Here, over sizzling grills, we foster vibrant conversations that shape our shared future.

LAKOTA ON THE STREET

Inspired by the infectious energy of "Billy on the Street," we introduce "Lakota on the Street" - an interactive engagement tool that brings spontaneity to community connection. We set up with a video camera rolling and a microphone in hand. We catch people as they're off to brunch, shopping, or strolling downtown, surprising them with quick, thought-provoking questions. It's the unexpected, spirited interaction that adds a vibrant touch to Saturdays and Sundays, making engagement dynamic and memorable. This on-the-spot exchange isn't just about answers; it's about capturing candid perspectives.





DYNAMIC URBANISM

In today's fast-paced world, waiting for long-term plans to materialize can be frustrating. Through urban prototyping, we bring ideas to life immediately, fostering innovation while planning unfolds. This process empowers us to test concepts. It's not just about quick wins – it's about sparking conversations, igniting creativity, and giving life to the Town's future. It's about re-imagining spaces and activating underutilized areas. From parklets to pop-up exhibits to pavement-to-parks transformations, these experiments allow us to initiate change.

STEERING COMMITTEE

The Steering Committee guides the vision and planning process. We'll meet with this group throughout the process to discuss key issues and review draft plan documents.

FOCUS GROUPS

In key subject areas, we find that targeted one-on-one or small group interviews and focus groups are the most effective way to explore topics in more depth. Our team will work with the Town to determine which key organizations, commissions, and personnel will most logically be approached with this method.

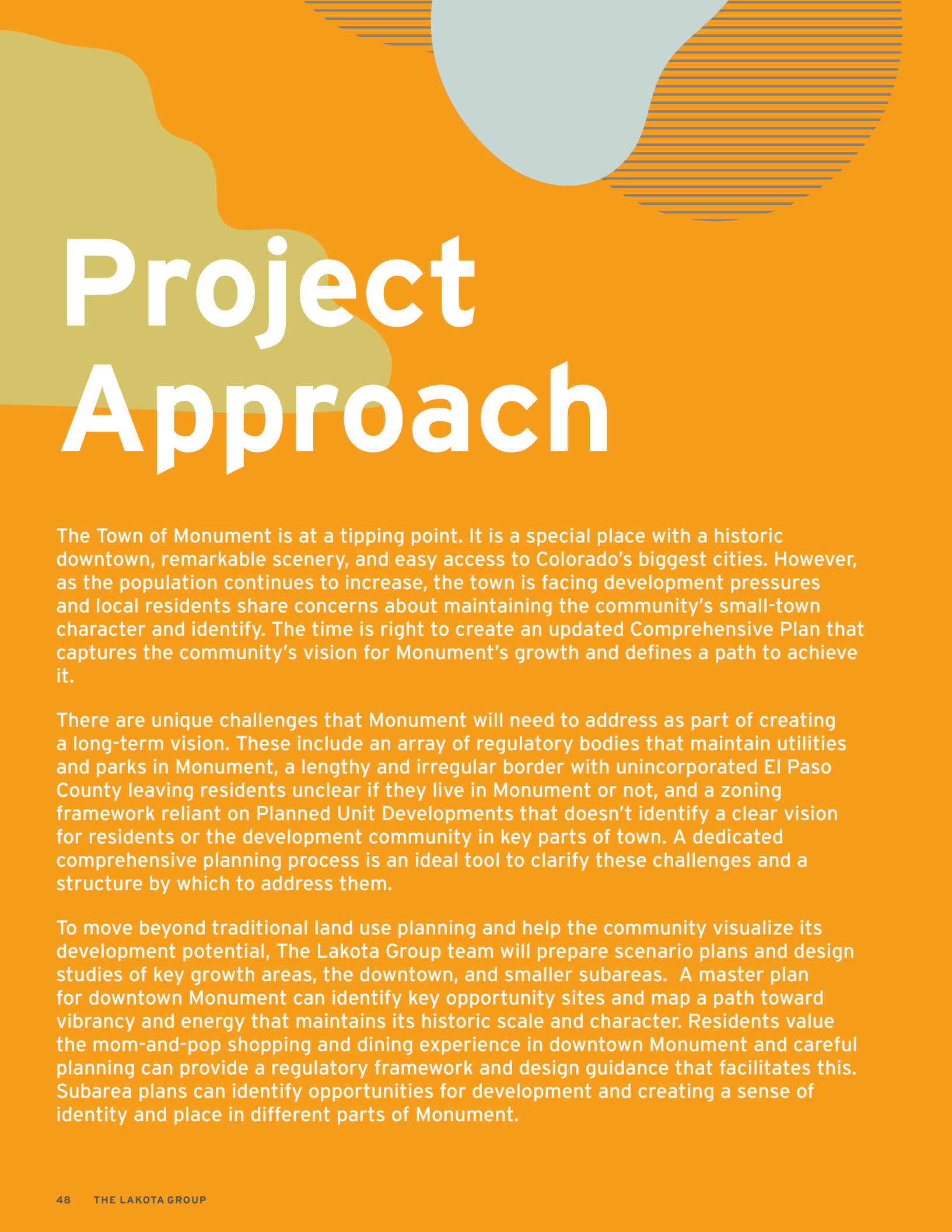
EXPERT PANEL

Think of a panel where we gather thought leaders to participate in a moderated discussion on topics central to Monument's future, such as affordable housing or economic development. The panel moderator poses incisive questions and guides the conversation to bring forward the most relevant ideas. When opposing ideas may emerge, it often means we're getting to core issues and it presents an opportunity to engage more deeply. Audience members can step up to a microphone to ask their own questions of the panel, providing a 360-degree format for the free exchange of ideas.

COMMUNITY GROUPS

Existing community groups represent key opportunities to gather input from important stakeholders. Examples are a Rotary organization, Chamber of Commerce, or other business alliances. We can schedule time to meet and speak with groups at established meeting times where participation and scheduling is easier and more effective.

& MORE



Project Approach

The Town of Monument is at a tipping point. It is a special place with a historic downtown, remarkable scenery, and easy access to Colorado's biggest cities. However, as the population continues to increase, the town is facing development pressures and local residents share concerns about maintaining the community's small-town character and identity. The time is right to create an updated Comprehensive Plan that captures the community's vision for Monument's growth and defines a path to achieve it.

There are unique challenges that Monument will need to address as part of creating a long-term vision. These include an array of regulatory bodies that maintain utilities and parks in Monument, a lengthy and irregular border with unincorporated El Paso County leaving residents unclear if they live in Monument or not, and a zoning framework reliant on Planned Unit Developments that doesn't identify a clear vision for residents or the development community in key parts of town. A dedicated comprehensive planning process is an ideal tool to clarify these challenges and a structure by which to address them.

To move beyond traditional land use planning and help the community visualize its development potential, The Lakota Group team will prepare scenario plans and design studies of key growth areas, the downtown, and smaller subareas. A master plan for downtown Monument can identify key opportunity sites and map a path toward vibrancy and energy that maintains its historic scale and character. Residents value the mom-and-pop shopping and dining experience in downtown Monument and careful planning can provide a regulatory framework and design guidance that facilitates this. Subarea plans can identify opportunities for development and creating a sense of identity and place in different parts of Monument.

Lakota is recognized for its “Min-Mid-Max” approach to development planning, which presents multiple concepts for subareas or key sites, enabling community leaders, residents, and stakeholders to visualize the physical scale, character, and context of new development. This method will be especially useful for the corridors and subareas in Monument, including the Old Santa Fe Trail, Regency Park, and the Jackson Creek Parkway Corridor. Growth areas in the 3-Mile Plan can also benefit from this approach as we balance development potential with the need to preserve community character.

Our comprehensive planning strategies are designed to be interconnected, addressing multiple aspects of community development simultaneously. For example, market and housing strategies will be aligned to ensure that new residential growth meets the needs of both current and future residents while stimulating local economic activity. Similarly, transportation and housing solutions will be developed in tandem to improve connectivity between neighborhoods and ensure that new developments are well-integrated with existing infrastructure. This holistic approach also incorporates arts and culture, historic preservation, and environmental sustainability, recognizing that each of these elements plays a critical role in shaping Monument's future. It will also be important to speak with the development community and understand their perspective on market realities and the demands of building new housing in Monument. By weaving these strategies together, we ensure that the Comprehensive Plan is not only functional but also responsive to the town's unique character and aspirations.

The ideas, concepts, and strategies will also be sensitive to the diverse needs of the community and responsive to addressing the city's dynamic land use and overall revitalization potential. Ultimately, the new Comprehensive Plan will serve as a key tool for guiding the community and its decision-makers moving forward.

The scope of work set forth to develop Monument's Comprehensive Plan consists of three phases, each with key tasks and community engagement components. While our team has found great success with this phased methodology, we are flexible and can tailor the individual tasks and overall scope to meet the unique needs and circumstances of Monument. Our extensive experience with past and current planning projects, combined with this tailored approach, ensures that we can address both broad strategic goals and specific planning challenges that are unique to the Town.

PARKS & OPEN SPACE PLANNING

Focused planning efforts on the Town's parks will be an important part of the comprehensive planning process. Monument's network of parks and open spaces is an important community asset, but many are maintained by either the TriView, Village Center, or Forest Lakes Metropolitan District. This system of control results in inconsistent funding for the parks, as well as a lack of connectivity and uniformity among these facilities in Monument. The Lakota Group team has extensive experience in open space planning and design and has included park plans in many of the comprehensive plans we've developed around the country.

LAND USE PLANNING & REGULATION

The Monument 2040 Comprehensive Plan needs to evaluate growth and development within the town, as well as around the periphery. Land use planning inside Monument's borders will mean redefining the vast areas zoned PUD – Planned Unit Development. Zoning does more than just limit land use and bulk; it broadcasts a community's vision and intent for different parts of the Town. It also sets clearer expectations with the development community about the nature and scale that development should take in Monument, whether its residential density and building style to achieve design goals or the incorporation of open space and connectivity.

An important element of creating the Monument 2040 plan will be establishing a clear vision for development opportunity sites and ensuring the regulatory framework facilitates redevelopment that aligns with the community's vision for growth. Monument's 2023 Three Mile Plan identifies land in El Paso County that could be annexed into the Town in the future. These areas may offer ideal opportunities to expand the local housing supply, but residential development can take many forms. Part of the comprehensive planning process will be defining the community's vision for residential growth in and around Monument, determining the infrastructure needed to support these opportunities, and identifying funding mechanisms to ensure it is constructed.

PUBLIC ENGAGEMENT

Monument's residents and Coloradans living in nearby El Paso County are eager to have a voice and participate in planning the Town's future. Nearly one thousand residents took the Community Survey in 2021 and gave thoughtful input about the Town's strengths and weaknesses. Community engagement will leverage this interest and be a hallmark of this planning process, spanning all three phases.

We have partnered with **Radian**, a Denver-based community engagement and design firm, to lead the public engagement program for the Monument 2040 Comprehensive Plan. They are woman-founded, -led, and -driven, and committed to advancing social equity in the built environment. **Radian** specializes in tailoring public engagement approaches to meet community members on their terms, building upon established community networks, processes, and practices by fostering partnerships with trusted leaders and community groups.

Radian will facilitate an inclusive, multilingual public engagement plan that incorporates accessibility, and engages stakeholders, a diverse range of community groups, teens and youth, and residents with a focus on those who may have been historically underrepresented. It is important that all stakeholders feel included, respected, and valued and have a sense of belonging, pride, and ownership in the Monument 2040 Comprehensive Plan. The value of our team's approach to community engagement includes:

- » Demonstrating integrity by infusing project values into the planning process;
- » Developing relationships, goodwill, and buy-in with communities, residents, and youth that strengthen their understanding that their ideas matter;

- » Creating culturally relevant and meaningful opportunities to incorporate community priorities, identity, and culture into the space;
- » Building awareness and generating enthusiasm about the project throughout the planning process; and
- » Designing a more welcoming and inclusive Monument that benefits from a diversity of input.

STORMWATER MANAGEMENT

Our approach to stormwater management aligns seamlessly with Monument’s comprehensive planning objectives, laying the groundwork for a future detailed Stormwater Management Plan. While the full scope is too extensive to complete within the comprehensive plan, the research, analysis, and planning conducted during this process will significantly inform the new Stormwater Management Plan for Monument.

Team member **V3**, with over 25 years of local expertise in utility, infrastructure, and stormwater planning, will play an active role throughout the Comprehensive Plan process. This includes engaging the public and gathering important input from Monument residents, positioning **V3** perfectly to approach stormwater planning after the comprehensive plan is complete.

V3 is committed to reducing the complexity of subsequent stormwater efforts through proactive measures during the comprehensive planning process. This includes a thorough assessment of existing stormwater infrastructure, evaluation of current and future needs, and identification of key areas for improvement. Engaging stakeholders, including Town Staff and the community, ensures the plan addresses local needs while complying with state and federal standards. Our strategy integrates these efforts with the comprehensive plan, aligning stormwater management initiatives with Monument’s long-term water resiliency goals and sustainable community growth objectives.

Furthermore, **V3** will identify and pursue potential funding sources and leverage their grant writing experience in Colorado to secure funding for the new Stormwater Management Plan. This integrated approach supports the immediate goals of the comprehensive plan and lays a solid foundation for a robust and actionable Stormwater Management Plan, ensuring Monument is well-prepared for future challenges and opportunities. **V3** has prepared a budget estimate for this as a standalone project and identified potential grants.

KEY DEVELOPMENT ISSUES

Below are three issues and challenges that lay ahead in the Town of Monument. The Monument 2040 Comprehensive Plan is the right tool to address them in a holistic way that reflects residents' vision for the town's growth.

Managing Rapid Growth and Development Pressures: Monument has experienced swift residential and commercial growth. The population grew by nearly 90% between 2010 and 2020 and increases by nearly 5% annually, placing increasing demands on infrastructure, public services, and housing availability.

The updated Comprehensive Plan can help guide this growth by identifying appropriate directions for outward expansion of the town borders, as well as opportunities for residential development within Town limits. Beyond finding places where growth can occur, the Monument 2040 plan can identify mechanisms that support the infrastructure needed to support new residential and commercial development. There is a nexus between the need for additional housing and the Town's fiscal responsibility to provide roads, water systems, and public services wherein resources from the development community can support the provision of required infrastructure.

Development must also reflect the culture and character of the community and the Comprehensive Plan can facilitate that process. Plans for the corridors and subareas will identify opportunities for development and also provide direction on the scale and design of future construction to ensure it is in harmony with the existing built environment and consistent with community character.

Environmental and Water Resource Sustainability: With an increased focus on sustainability, Monument faces challenges related to water resource management and environmental preservation. The future of the aquifer and water supply system is uncertain. The TriView Metropolitan District has plans in motion to address this, but the broader issue will be a part of Monument's foreseeable future.

The Lakota Group's team for the Monument 2040 Comprehensive Plan includes local engineering experts that navigate natural resource and utility issues for communities around the Denver region. They will play a key role in creating strategies and approaches in the Comprehensive Plan that will address water quality, supply resilience, and incorporate green infrastructure strategies to support sustainable development. These might include rain gardens, permeable pavements, or broader education initiatives that raise awareness of the issue and suggest simple ways to contribute. Monument's location, surrounded by natural resources and recreational spaces, requires ongoing environmental stewardship to maintain these assets for future generations. The Comprehensive Plan provides the perfect tool to engage the public about the issues and establish an achievable framework to address them.

Enhancing Connectivity and Community Cohesion: Monument residents will benefit from having a stronger sense of identity as a community and establishing a shared vision for how their town will grow into the future. A key concern in the residents survey was the shape of growth and development would take. There were worries about losing the small town character and the things that make Monument a special place to live, work, and raise a family. The Monument 2040 Comprehensive Plan can help residents find a voice in shaping how the community grows, establishing a shared idea of what makes Monument great and fostering a strong sense of pride and identity.

The Comprehensive Plan can also help address physical connectivity in the community. Interstate 25 divides Monument and creates unique connectivity and accessibility challenges. Parks and open spaces are located throughout the town, but are not well-connected. Strategies in the Comprehensive Plan can improve walkability, identify opportunities to expand trail networks, and focus on community-centered development and design to bridge gaps in connectivity. This could include enhancing public transit options, creating pedestrian-friendly corridors, and planning for new recreational spaces that promote community engagement and accessibility across the town.

PHASE 1

ENGAGE & ASSESS

January 2025 - May 2025

The focus of Phase 1 is to establish a dynamic community planning process that involves a wide range of community stakeholders, committees, and public agency representatives, and to create a comprehensive information base and analysis maps to facilitate discussion and understanding of existing conditions. During this phase, we will develop an existing conditions report and general framework defining how findings will inform planning goals and strategies. This initial phase will include robust community engagement opportunities, including open houses, pop-up events, and more.

MEETINGS:

Team Kick Off Visit: 1

Steering Committee: 2

Community Open Houses: 1

Stakeholder Conversations: 2

TASK 1.1: Kick-Off & Tour (Visit 1)

The Lakota Team will hold a project start meeting with Town staff and elected officials. Discussion topics will include:

- » Comprehensive Planning Goals and Objectives / Growth Strategies
- » Community Engagement Plan
- » Work Scope and Schedule
- » Ongoing, Current, and Recent Projects
- » Available Data, Resources, and Resource People / Agencies
- » Steering Committee & Town Staff Contacts

As part of this Kick-Off, we will guide the Town through our engagement options to determine the most effective approach for Monument, drawing from successful strategies employed previously. Our team's civil engineering partner V3 will leverage its extensive local experience to provide insights into Monument's existing stormwater and transportation infrastructure, identifying key areas for improvement and integration into the comprehensive plan. Our transportation specialist Ruth Rollins from Rollins Consult LLC will join the kick-off meeting and tour to provide local insights into transportation infrastructure hear from Town staff on their concerns for key areas of improvement.

On the same day as the Kick-Off, we will schedule a driving tour of Monument and the surrounding area in El Paso County. Through this we'll identify and document important land-use, urban design, real estate market, and infrastructure considerations and limitations. Throughout the process, our team will continue to conduct additional driving and walking tours as necessary to gain a comprehensive understanding of the Town, key corridors and neighborhoods, and unincorporated areas with high growth potential.

Following the Kick-Off meeting, we will refine the work plan and schedule based on the input received. This will involve creating a more detailed calendar of meeting dates and outlining the expected work products. Concurrently, we will develop a community engagement program to ensure active participation throughout the process.

TASK 1.2: Community Engagement Program

The Lakota Group Team will create a community engagement plan that describes the engagement activities planned for the project. This plan will be flexible and can change throughout the process but will focus on "meeting people where they are" to talk about the Comprehensive Plan and their vision for Monument. The Engagement Program, led by Radian, will establish shared expectations and provide a description and schedule of all activities, including meetings with the Steering Committee. V3 will lead technical discussions on stormwater management and transportation planning, ensuring community concerns and suggestions are integrated into the planning process.

Similarly, SB Friedman will participate actively and lead discussions with the real estate community, including local / regional developers, brokers, and other professionals to ascertain demand, potential, and key considerations.

TASK 1.3: Project Brand & Website

Building off the Monument 2040 logo and branding, our team will develop a unique website for the comprehensive plan update project. This is all about breaking down barriers and making sure the community can get involved easily. Social media posts, email campaigns, and signs and cards with QR codes direct people to the website for further participation. The logo and branding will set this process apart from other planning activities and give it a distinct identity. Using this online platform, we will keep everyone informed about the process and generate excitement within the community, motivating them to contribute their ideas.

TASK 1.4: Steering Committee Meeting (Visit 1)

We will conduct a kick-off meeting with the Steering Committee to introduce the entire planning team, discuss the overarching goals and objectives of the comprehensive planning initiative, and establish their role in the process. As part of the kick-off, we will facilitate open discussions with the Committee to gain a thorough understanding of key issues and opportunities in Monument and gain an understanding of how residents feel about growth and development and other factors that contribute to quality of life, economic development, and community character.

TASK 1.5: Tours, Field Work and Land Use Inventory (Visit 1)

Field investigations will be conducted in all areas of the Town and surrounding unincorporated area to assess existing conditions, land use characteristics and patterns, and help determine planning opportunities and constraints. We will review all previous land use inventories and studies prepared for the Town and field verify all existing land uses and targeted development goals. As part of our field work, we will visit the subareas and corridors identified in the RFP, as well as growth areas identified in the 3-Mile Plan. Attention will also be given to the municipal border of Monument and how it is identified along transportation corridors and the town's periphery. V3 will conduct detailed assessments of existing stormwater systems and transportation networks, identifying opportunities for enhancements and integration with future development plans.

TASK 1.6: Mapping & GIS Analysis

We will develop maps that tell stories, including land use, zoning, opportunity sites, parks and open space, level of service, traffic volumes, and other existing condition maps, as needed. The Team will work with the town and other agencies to supplement our data with other materials for use in developing exhibit maps for the State of the Town and Final Comprehensive Plan reports. Maps and exhibits will be refined during the planning process as additional data and information is gathered.

In addition to all relevant plans, studies, land use regulatory codes, and ordinances will be reviewed. As part of the analysis, our team will utilize advanced GIS technology to create detailed maps and analyses of stormwater and transportation systems, providing a comprehensive understanding of existing conditions and future needs. A summary of base data and relevant recommendations will be compiled to be later incorporated into the State of the Town analysis. V3 will review updated floodplain mapping, soil erosion mapping, and identify priority intervention areas for stormwater improvements both as updates to existing condition and future resiliency items.

TASK 1.7: Stakeholder Conversations (Visit 1)

We will conduct interviews with local leaders, Town staff, institutions, members of the real estate and development community, key stakeholders, agency representatives, and property and business owners to discuss town issues and gain insight into key topics. Stakeholders will include the School District 38, TriView and Village Center Metropolitan Districts, the Air Force Academy, Tri-Lakes Chamber of Commerce, local business groups, market rate and affordable housing developers, industrial and commercial developers and brokers, and other interested commissions and groups. It will be critically important to ensure all sectors of the population are represented in this process, and additional outreach will be conducted to reach various groups. The purpose of the interviews and sessions is to gain a thorough understanding of how residents feel about growth and development and other factors that contribute to quality of life and economic development. It is anticipated that stakeholder interview sessions will include six to ten one-hour small group interviews over the course of two days. We can have additional virtual meetings, as needed.

TASK 1.8: Research & Analysis

In the following components, Lakota will lead land-use planning, SB Friedman will lead market / economic analysis, and V3 and Rollins Consulting will lead transportation and mobility. Ruth Rollins will leverage her local expertise to develop innovative and sustainable transportation solutions, ensuring alignment with Monument's growth and development goals.

» **Land Use, Zoning, and Development Analysis**

Analyze existing land use, zoning, physical conditions, land ownership patterns, streetscape and rights-of-way, building fabric, urban design, floodplain and watershed, and road networks to establish a baseline of information for proposing planning strategies. We will consider how these factors influence opportunities for future growth, particularly in the 3-Mile areas and along the I-25 corridor. Our analysis will be presented in a regional context, highlighting 's position between major hubs like Denver and Colorado Springs. Based on the analysis, the Team will develop exhibits that place Monument within its larger regional context and highlight land-use, boundary, and jurisdictional relationships on a large scale.

» **Demographics and Market / Economic Analysis**

The Town of Monument's proximity to Colorado Springs, the Air Force Academy and Denver has led to rapid growth, as new residents seek to take advantage of relative affordability and employment opportunities outside major metro areas. Monument has seen remarkable population growth in the last 15 years with a population of 5,500 in 2010 nearly doubling to 10,500 by 2020 and continuing to increase since. El Paso County continues to grow dramatically, though Monument's growth rate has exceeded the County's since 2010. Both median household incomes (\$103,000) and home values (\$498,000) in Monument exceed the County's, pointing to the attractiveness of the Town (2022 US Census Bureau ACS 5-Year Estimates). This increased desire to live in Monument has strained the housing supply and challenged affordability. Monument has also added about 1,500 jobs since 2010, with substantial growth in health care, education, professional & technical services and retail jobs (LEHD, 2010-2021). Manufacturing also continues to be a strong employment sector. Additional demographic and economic analyses will shed light on the key trends and shifts within these and other metrics to understand the future needs for housing, supportive services, amenities, and business support.

» **Housing Assessment** A majority of residential units in Monument are detached single-family houses, though approximately one third of recent residential development has been multifamily units, reflecting the importance of providing a variety of housing types to meet the needs of residents. As the town faces rising development pressure, it needs to take steps to ensure that its housing stock is diverse, adaptable, and attainable to residents and workers. We will assess Monument's existing housing stock, condition, mix, and occupancy status, including how the inventory fits with market trends and resident - both homeowner and renter - needs. We will also compare its housing profile to nearby communities and El Paso County to assess regional housing demand characteristics. Further, we'll leverage additional information from local housing organizations, realtors, developers, and other sources to enrich these local and regional housing analyses. Lakota will also evaluate potential housing opportunity sites in Monument that can be leveraged to meet future housing demand while respecting the scale and character valued by residents.

» **Retail & Industrial Assessment** It will be important to capture Monument's place in the regional economic landscape. Monument's commercial contexts range from highway-oriented suburban franchises near the Interstate to small-scale restaurants and local retail establishments in an approachable downtown. Brick-and-mortar retail has changed dramatically as a result of online and omnichannel sales. This has put a particular pinch on small businesses and changed the demand outlook for commercial space in nearly all environments. Despite these macroeconomic factors, Monument has seen about 140,000 square feet of new retail development in the past 10 years, reflecting its rapid population and employment growth. Industrial development has also been strong, with over 100,000 square feet delivered in the past 10 years and more than 150,000 square feet in the pipeline. We will assess how broader real estate development trends and local on-the-ground factors impact the potential for retail and industrial space going forward, and identify the best opportunities for future retail and industrial development.

» **Transportation Assessment** Interstate 25 is a defining roadway for Monument and will continue to be its primary connection to the region. However, smaller roads and highways connect the town's neighborhoods and establish important commercial corridors. Our team will assess transportation capacity and connectivity, including future transportation projects and how they may influence land use.

Analyses will include current and future regional transportation services, significant roadway corridors and how they influence land use, bicycle and pedestrian facilities, and current and desired complete streets policy. By continually evaluating and adapting its transportation infrastructure to changing needs and technological advancements, Monument can promote wellness, reduce environmental impact, and enhance the overall quality of life for its residents.

» **Infrastructure & Stormwater Management**

Assessment Our team will review and analyze existing utility infrastructure, roadway, and environmental conditions and long-range improvements or policy needed to accommodate projected future growth. This will include water and sewer utilities, road and mobility networks, wetlands, floodplains, and environmental corridors in the community. A detailed review of the town's existing stormwater management plan and a review of future development scenarios will inform V3 on how best to approach a new updated Stormwater Management Plan for the Town of Monument that is both comprehensive and aligns with future growth and enhance community resilience that will alleviate flooding and enhance water quality. Research will include identifying potential grant funding sources for a stormwater management plan. V3 will evaluate eligibility for FEMA Flood Mitigation Assistance (FMA) grants, WaterSMART planning grants, and other relevant funding opportunities.

TASK 1.9: Community Open House & Speak Out #1 (Visit 1)

The Lakota Team will conduct our first Community Open House where we will present our initial findings and encourage community participation through interactive place-based activities. This event is intended to introduce the comprehensive planning process to the Monument community and provide a casual platform for discussing the Town's planning challenges and opportunities in a "Speak-Out" format.

Lakota prides itself on getting the community involved in a fun, collaborative process. We may use such tools or exercises as interactive planning issue booths, written questionnaires, facilitated visioning exercises, visual preference survey exhibits, "piggy bank" voting, mapping stations, and more. These elements are strategically designed to collect community feedback on the Town's planning concerns and possible strategies and solutions. While the format will be informal and open-ended to make it easy for residents to participate, our team will also deliver a brief presentation to welcome residents and introduce the information.

To ensure broader accessibility, we will develop an online version of these interactive exercises available on the project website, providing additional opportunities for community input.

In preparation for the Community Open House & Speak-Out, we will create outreach marketing materials including posters, press releases, and social media posts to raise awareness about the event. We will also support Town Staff with coordinating email invitations to local stakeholders. Collaboration with the marketing team will be essential for effective outreach, although the responsibility for promotions will lie with the Town.

TASK 1.10: State of the Town Report

At the conclusion of Phase 1, our Team will prepare a State of the Town Report summarizing all public input from the community engagement events and all our team's analysis, including demographics, land use, zoning, physical conditions, transportation, infrastructure, natural resources, and growth / development issues and opportunities. The draft Report will be delivered electronically, though hard copies can be produced if needed. After review by the Steering Committee and Town Staff, the project website will be updated with a downloadable version of the report. The State of the Town Report will act as our baseline for information moving forward with Phases 2 and 3 - Visioning and Strategies and the Final Plan.

TASK 1.11: Steering Committee Meeting #2

The Lakota Team will conduct an additional meeting with the Steering Committee to review the draft State of the Town Report and to discuss revisions and the final version of the report. The Lakota Team will revise the Report accordingly. A meeting with the Town Council should be considered, as well, to present the State of the Town Report, review the project timeline, and discuss next steps.



PHASE 2

ENVISION

June 2025 - September 2025

During this phase, the Lakota team, together with the Steering Committee and staff will generate a range of land use strategies and comprehensive planning ideas and scenarios through visioning sessions and workshops. From this idea exchange, a series of short- and long-range planning options will evolve that address community growth and planning issues, housing, economic development, downtown, neighborhood, and corridor improvements, natural resources and open space, and thoroughfares and mobility. The integration of these planning topics in a comprehensive plan creates a holistic approach to community development, fostering a well-balanced, sustainable, and vibrant future for the area. It aligns various aspects of planning to work in harmony, promoting efficient land use, enhancing quality of life, and achieving the community's long-term goals.

MEETINGS:

Steering Committee: 2

Community Open Houses: 2

TASK 2.1: Policy Objectives and Planning Strategies

Based on the engagement and analysis in Phase 1, our Team will prepare a set of draft growth policy approaches and land-use planning strategies that the Town of Monument would support. They will cover key elements the Town has identified:

- » Economic development and sustainability strategies
- » Parks and open space planning and connectivity
- » Placemaking and identity-building
- » Managed growth in the surrounding El Paso County unincorporated areas
- » Public facilities and infrastructure needs
- » Downtown master planning
- » Stormwater management planning
- » Corridor and sub-area planning and design

Policy objectives in these focus areas would guide the development of goals in later tasks of this planning process.

These policies and strategies provide the Steering Committee, stakeholders, and Town residents with insight on the direction, key topics and the basis for developing an updated land use framework of the Comprehensive Plan. The documents will be reviewed and refined throughout Phase 2 based on input from the Task Force and public, and will form the foundation for the updated Comprehensive Plan document. We will summarize the information in a highly graphic, easy-to-read format that will further establish and effectively communicate the vision and direction of Monument's comprehensive plan. V3 will develop policy objectives and strategies for stormwater management and collaborate with Ruthie Rollins for transportation planning, ensuring sustainable and resilient infrastructure that supports Monument's growth and development goals.

TASK 2.2: Steering Committee Meeting #3

Our Team will conduct a working session with the Steering Committee to discuss the overall plan and policy objectives and initial strategies. The results of this working session will define the framework for goals and strategy development based on a preferred long-term vision for Monument.

TASK 2.3: Draft Vision and Preferred Land Use Strategy

After review and input from the Steering Committee and Town Staff on the Draft Planning Goals and Strategies, a range of Preferred Land Use Strategies will be developed. This will provide the land use foundation and overall policy framework for the comprehensive plan and will reference the planning and visioning work in the four neighborhood plans the Town has already prepared. As noted earlier, our planning will address the entire community, but break the study into the subareas and community edges. The depth and expertise of our whole team will ensure the development of land use strategies integrates stormwater management and transportation planning, promoting sustainable growth and enhancing community connectivity. Strategies will include long-term goals for stormwater management and land use planning. They will reference best management practices (BMPs) for water quality enhancement, such as bio-retention areas and detention basins that address runoff volume and pollutant removal.

TASK 2.4: Steering Committee Meeting #4 (Visit 2)

The Steering Committee will meet to review these preliminary strategies before they are shared with the public. These policy and strategies will be refined and further developed by the Team before being presented at the second Community Open House and other engagement events.

TASK 2.5: Community Open House & Pop Ups (Visit 2)

The Lakota Team will conduct a second Community Open House to share the Draft Planning Goals and Strategies. This Open House will also include topic and issue stations for participants to provide input on specific topics and land use strategies. Topic and issue stations can include Land Use / Growth Framework, Urban Design, Housing, Open Space & Natural Resource Planning and Protection, Sustainability Initiatives, Transportation and Mobility, and Community Health and Wellness.

The primary purpose of the Open House and other engagement events is to educate residents on suggested scenarios for future land use strategy and balanced growth, goals and objectives, and demonstrate how they align with Monument's vision for the future. Additionally, the events provides unique opportunities to convey to Town residents and stakeholders what a clearly-communicated Comprehensive Plan means as a tool for the Town's future.

Event announcements will be crafted, posted and distributed, and the project website will be updated. An online version of the workshop will also be prepared.

TASK 2.6: Systems Thinking

The concept of a livable and holistic Monument serves as a foundation for comprehensive plan integration through a multidimensional approach to critical topics, such as economic vitality, housing diversity, transportation options, open space distribution and connectivity, sustainability measures, climate action, and more. Systems Thinking recognizes the intricate relationships and dependencies between different planning topics and emphasizes the need to consider how changes in one area can impact other interconnected components of a community. For instance, altering transportation patterns can influence land use decisions, which in turn impacts housing demand and economic activity.

Based on the predefined policy objectives, and through leveraging the town's ongoing initiatives and planning efforts, we will collaborate closely to establish tailored goals, benchmarks, and metrics. Working sessions with the Steering Committee and the Monument community will identify interconnections and discuss what critical areas will require attention when it comes to Systems Thinking.

TASK 2.7: Shared Vision, Goals, and Recommendations

After review and input from Town staff, leadership, the Steering Committee, stakeholders, and area residents on the draft preliminary goals and strategies, a refined and shared community vision statement and associated goals and strategies will be drafted. This portion of the update to the Comprehensive Plan will define the preferred Land Use Strategy direction and overall policy framework for the plan, as well as key recommendations. Lakota will provide an interim overview and update of the planning process and draft strategies to the Town Council and the Steering Committee for review and comment.

TASK 2.8: Community Goals & Strategies - Final

Utilizing the feedback received to date, we will create a draft of the plan sub-chapters and goals and strategies for each topic and planning subject area. This draft framework document encapsulates the essence of Phase 2: Envision in the planning process and will be vetted by Town staff and / or the Steering Committee prior to being made available on the project website.

PHASE 3

PLAN IMPLEMENTATION

October 2025 - February 2026

In Phase 3, we will start crafting actionable recommendations to support the goals and strategies previously developed. During this phase, the Lakota team, together with town leaders and stakeholders, will finalize the overall community vision and develop preferred development strategies and concepts. To ensure longevity of the plan, we will create an accountability framework that identifies performance metrics and assign departments to each action, as well as identify local partners for collaborative initiatives. Implementation will be secured through a phasing approach and recommendations roadmap.

MEETINGS:

Steering Committee: 1

Plan Commission: 1

Town Council: 1

TASK 3.1: Community Open House (Visit 3)

We will conduct comprehensive outreach across Monument to workshop actionable recommendations and solicit overall feedback. Community members will weigh in on the list of goals and strategies and will take part in the decision-making process by brainstorming action steps to help bring ideas to fruition. Based upon feedback received during the outreach process, we will work closely with the town and others as appropriate to iteratively refine the actionable recommendations.

TASK 3.2: Comprehensive Plan - Subsections

We will develop a set of actionable recommendations based on ideas provided by the community and feedback gathered through conversations with town staff. This document will be structured into distinct subsections, each centered around a specific topic. Collaborative working sessions will be arranged with the steering committee and other invested stakeholders to deliberate on each set of goals and strategies in a progressive manner. Meanwhile, town staff, in coordination with the planning team, will refine individual chapters, while the steering committee concurrently reviews successive chapters and topics.

TASK 3.3: Steering Committee Working Session

We will host a steering committee working session to focus on refining actionable recommendations and evaluating their priority. This evaluation includes assessing potential trade-offs, estimating the resources needed to advance specific strategies, and establishing implementation timeframes.

TASK 3.4: Comprehensive Plan - Draft

Once consensus on both the shared vision plan and actionable recommendations is achieved, we will create the draft plan report. After vetting the report with town staff and Steering Committee, the report will be distributed to the community for review and posted to the project website, with opportunities to comment online. We will work with the town to determine the desire for a web-based plan to supplement the hard-copy format for final documentation. We believe that plans should be highly accessible and graphic. We often supplement technical documentation with creative solutions such as graphic maps, brochures, or web material.

The initial draft of the comprehensive plan will include responsible parties for implementation, timeframes and an implementation roadmap, as well as levels of priority at the strategy level.

TASK 3.5: Comprehensive Plan – Final

After the completion of the Draft Plan, we will refine and develop additional compelling graphics and diagrams that convey the vision, ideas, and proposed strategies of the plan in both 2D and 3D formats. Illustrative drawings, eye level perspectives, and aerial renderings combined with key diagrams and detailed narrative will help convey the message of the plan to the residents, property owners, and stakeholders in Monument. These deliverables will be made available to the broader community and will serve as a guiding document for town's future growth and development.

TASK 3.6: Amplify Plan Awareness

As part of the development of the final plan, our internal team of internal experts and designers will develop one or two pilot project(s) that engage and inspire the broader community and garner support for the adoption of the plan. Large posters, GIFs, or accessible QR codes directing the community to the final plan focus areas will also be offered to create enthusiasm and excitement and showcase the breadth of the planning effort.

TASK 3.7: Approvals

We will work closely with town staff on the approvals process which may include public hearings and presentations to the Planning Commission and the Town Council.

TASK 3.8: Post-Adoption Strategy Review & Facilitation

Following the adoption of the comprehensive plan, The Lakota Group will lead a working session with Monument department heads. This session will serve as a platform to review and evaluate the adopted strategies, identifying opportunities for cross-departmental and thematic collaboration. Additionally, this process can establish a precedent for conducting an annual review of the comprehensive plan, ensuring its relevance and adaptability over time.





**MONUMENT TOWN HALL
POLICE DEPARTMENT**

PROPOSED BUDGET

Town of Monument, CO Comprehensive Plan		The Lakota Group			
Friday, November 22, 2024					
		Staff Hours			
Work Scope/Phases/Tasks/Hours/Fees		A	B	C	D
PHASE 1: ENGAGE & ASSESS	TASK 1.1: Project Kick Off & Tour	4	4	8	4
	TASK 1.2: Community Engagement Program	2	4	4	
	TASK 1.3: Project Brand & Website	2	2	4	4
	TASK 1.4: Steering Committee Meeting	2	2	2	4
	TASK 1.5: Tours, Field Work, and Land Use Inventory	8	8	8	14
	TASK 1.6: Mapping and GIS Analysis		2	4	16
	TASK 1.7: Stakeholder Conversations	8	16	16	
	TASK 1.8: Research & Analysis	4	8	8	24
	TASK 1.9: Community Open House & Engagement	2	4	8	16
	TASK 1.10: State of the Town Report	4	8	16	32
	TASK 1.11: Steering Committee Meeting	4	4	8	8
	Subtotal Phase 1 Hours	40	62	86	122
	Subtotal Phase 1 Fees	\$12,600	\$14,880	\$18,060	\$19,520
Total Phase 1 Fee: \$158,810		\$65,060			
PHASE 2: ENVISION	TASK 2.1: Policy Objectives and Land Use Strategy	4	16	32	16
	TASK 2.2: Steering Committee Meeting	2	2	4	6
	TASK 2.3: Draft Vision & Preferred Land Use Strategy	6	16	24	8
	TASK 2.4: Steering Committee Meeting	2	2	2	4
	TASK 2.5: Community Open House & Engagement	2	4	8	16
	TASK 2.6: Systems Thinking	4	4	4	8
	TASK 2.7: Shared Vision, Goals, and Recommendations	4	16	16	12
	TASK 2.8: Community Goals & Strategies - Final	4	4	8	8
	Subtotal Phase 2 Hours	28	64	98	78
	Subtotal Phase 2 Fees	\$8,820	\$15,360	\$20,580	\$12,480
Total Phase 2 Fee: \$109,355		\$57,240			
PHASE 3: PLAN & IMPLEMENT	TASK 3.1: Community Open House	2	4	4	16
	TASK 3.2: Comprehensive Plan Subsections	6	16	16	12
	TASK 3.3: Steering Committee Working Session	6	6	6	12
	TASK 3.4: Comprehensive Plan - Draft	6	24	32	32
	TASK 3.5: Comprehensive Plan - Final	6	16	16	24
	TASK 3.6: Amplify Plan Awareness		2	4	6
	TASK 3.7: Approvals	2	2	2	2
	TASK 3.8: Post-Adoption Strategy Review & Facilitation	4	8	8	
	Subtotal Phase 3 Hours	32	78	88	104
	Subtotal Phase 3 Fees	\$10,080	\$18,720	\$18,480	\$16,640
Total Phase 3 Fee: \$95,090		\$63,920			
Fee by Firm		\$186,220			
Project Fee Total =		\$363,255	A. President / Principal		\$315
7% Expense Estimate =		\$25,428	B. Vice President		\$240
Total Project Budget =		\$388,683	B. Senior Associate / PM		\$210
			C. Associate		\$160

Total Project Budget = \$388,683

We are receptive to discussing the project budget, and should the need arise to make adjustments, we are open to exploring potential modifications within the scope to ensure a balanced approach.

SB Friedman			V3 Engineering			Rollins LLC		Radian	
Staff Hours			Staff Hours			Staff Hours		Staff Hours	
A	B	C	A	B	C	A	A	D	
2	2		2	2		2	4	6	
							4	8	
							2	20	
2	2	2	2	2	2	2	4	8	
4	4	8	4	16	14	8			
2	2	8	4	6	16	8			
8	8		2	16		4	0	20	
8	24	50	4	4	12	8			
4	4		1	4		4	8	8	
2	4	8	2	2		12			
2	2		2	2		2	4	8	
34	52	76	23	54	44	50	26	78	
\$12,750	\$15,600	\$18,620	\$5,520	\$9,990	\$6,160	\$9,250	\$4,550	\$11,310	
\$46,970			\$21,670			\$9,250		\$15,860	
8	12	12	1	4		12			
2	4		2	2		2	4	8	
	4		2	10	16	4			
	2	2	2	2		2	4	8	
	2	2	2	2		2			
2	2	2	2	2		2			
4	4		2	16	45	16			
	2	2	1	1		4	2	2	
16	32	20	14	39	61	44	10	18	
\$6,000	\$9,600	\$4,900	\$3,360	\$7,215	\$8,540	\$8,140	\$1,750	\$2,610	
\$20,500			\$19,115			\$8,140		\$4,360	
2	8	12	2	14	8	12	4	8	
			2	2		2			
2	8		2	6	2	12			
2	4	4	2	6	2	8			
							2	6	
6	20	16	10	30	12	34	6	14	
\$2,250	\$6,000	\$3,920	\$2,400	\$5,550	\$1,680	\$6,290	\$1,050	\$2,030	
\$12,170			\$9,630			\$6,290		\$3,080	
\$79,640			\$50,415			\$23,680		\$23,300	
A. Partner	\$375		A. Director / Manager	\$240		A. Trans.Engineer \$185	A. Executive Director	\$175	
B. Senior Vice President	\$300		B. Senior PM	\$185			D. Engagement Specialist	\$145	
C. Associate Project Manager	\$245		C. Project Engineer	\$140					

THE LAKOTA GROUP.





Dan Ungerleider, AICP
Director of Planning - Town of Monument
dungerleider@tomgov.org
645 Beacon Lite Road, Monument, CO 80132

Dear Mr. Ungerleider and Town staff,

We are pleased to submit our proposal for the Town of Monument's Stormwater Management Plan update. Our team is committed to providing a comprehensive and integrated approach that aligns with the Town's Comprehensive Plan updates and future land use goals. Our work will be in collaboration with Lakota Group and our key partners.

Proposal Overview

Our proposal outlines a detailed approach to updating and expanding the existing 2006 Stormwater Management Plan, ensuring compliance with El Paso County standards and current criteria. We will leverage the latest data, including the El Paso 2018 LiDAR data, to enhance basin delineation accuracy and incorporate the southern tributaries to Monument Creek, such as Teachout Creek and Jackson Creek, which were not evaluated in the previous study.

Project Costs

The total cost for the Stormwater Management Plan update is detailed in the attached fee proposal. Our cost-efficient approach prioritizes the use of existing data, best practices, and the evaluation of grant funding to keep expenses within budget while delivering high-quality results.

Combined Approach

By working alongside Lakota Group and the rest of the team supporting the Comprehensive Plan effort, we ensure that our stormwater management solutions are fully integrated with the Town's broader planning objectives. This collaboration allows us to gain valuable insights through the Comprehensive Plan process, engage with Town staff and residents, and ensure that our updated Stormwater Management Plan aligns seamlessly with the Comprehensive Plan updates and future land uses.

Key Benefits of Our Approach:

- **Integrated Planning:** Ensures stormwater management solutions align with the Town's Comprehensive Plan, El Paso County criteria, and supports sustainable growth and development.
- **Stakeholder Engagement:** Prioritizes transparent communication and active engagement with Town Staff and the community, addressing local needs and concerns.
- **Data-Driven Solutions:** Utilizes the latest data and advanced modeling techniques for accurate, enduring, and reliable stormwater management solutions.
- **Cost Efficiency:** Includes a clear and detailed cost breakdown with efficiency gained through the Comprehensive Master Plan effort while delivering high-quality results.

We are excited about the opportunity to work with the Town of Monument and contribute to the community's watershed resiliency and sustainability. Please feel free to contact us if you have any questions or require further information. Thank you for considering our proposal.

Sincerely,

Noah J Nemmers, PE
Colorado Regional Manager
V3 Companies

Andy Cross, AICP
Senior Planner
The Lakota Group



STORMWATER MANAGEMENT PLAN – MONUMENT, COLORADO

Introduction

We understand that the Town of Monument is committed to enhancing its stormwater management infrastructure to address current and future challenges. Our comprehensive Stormwater Management Plan scope is designed to be adaptive, structured, and highly collaborative, ensuring that each phase aligns with Monument's comprehensive planning and stormwater objectives. With a strong focus on stakeholder engagement, both from Town Staff and the community, we prioritize transparent communication to ensure the plan addresses local needs and complies with state and El Paso County standards. This approach is intended to align with the Comprehensive Plan Amendment while identifying grant opportunities to support the Stormwater Management Plan preparation and guide future infrastructure upgrades for capacity, water quality, and sustainability. By adhering to El Paso County standards and criteria, we ensure that our solutions are effective and compliant with local regulations, fostering a resilient and sustainable community.

Existing Comprehensive Planning Tasks

Our Comprehensive Planning effort through The Lakota Group already includes the following tasks:

- Project Management and Goal Setting: Establishing clear objectives and deliverables to guide the planning process.
- Community Engagement: Actively involving the community to gather input and ensure the stormwater plan addresses local needs.
- Funding Source Identification for Grant Opportunities: Identifying and prioritizing funding sources to support the planning and implementation stages.
- Mapping and GIS Analysis: Utilizing GIS technology for detailed mapping and analysis to support stormwater planning.
- Meetings and Community Engagement: Conducting regular meetings with stakeholders and the community to ensure transparent communication and collaboration.

Compliance with El Paso County Standards

The updated Stormwater Management Plan will adhere to the standards and criteria set forth by El Paso County. This includes incorporating hydrologic and hydraulic procedures derived from the Mile High Flood District (MHFD) resource manuals, ensuring that all stormwater management solutions are in compliance with El Paso County's regulatory requirements. By aligning with these standards, we ensure that the plan meets the necessary criteria for effective stormwater management and regulatory compliance.

Approach to Successful Completion and Implementation

Our approach is designed to be adaptive, structured, and highly collaborative, ensuring that each phase aligns with Monument's comprehensive planning and stormwater objectives. With a strong focus on stakeholder engagement (both from Town Staff and the community), we prioritize transparent communication to ensure the plan addresses local needs and complies with state and federal standards. This approach is intended to align with the Comprehensive Plan Amendment while looking at grant opportunities both to support the Stormwater Management Plan preparation as well as act as a guide for future grant opportunities to support infrastructure upgrades, for capacity, water quality, and sustainability.



In the interest of balancing cost efficiency, V3 will limit the scope within the limits of the previous 2006 study to accommodate changes within the study watersheds, precipitation depths, and Town stormwater management priorities. We will also address any known deficiencies with the previous study or its findings. The 2006 study did not extend south of the Dirty Woman tributary, so V3 will expand the scope of the previous master plan to extend the limits to the southern Town boundary. Storm modeling will incorporate contemporary modeling preferences as prescribed in the El Paso County Drainage Criteria Manual. This should allow for better opportunities to foster an improved in-depth understanding of potential flooding issues within the Town and provide overlap with the Comprehensive Master Plan.

1. Key Phases of Updating the Stormwater Management Plan:

Phase 1: Project Kick-Off and Community Engagement

- Establish clear goals, deliverables, and communication channels with Monument's officials and community stakeholders.
- Launch a public engagement strategy to gather local insights, focusing on community-reported flood areas, environmental concerns, and future needs to address smart growth.
- Identify and prioritize funding sources, such as FEMA Flood Mitigation Assistance (FMA) grants and WaterSMART planning grants, to support the planning and implementation stages. These are grants that we are familiar with and have had success securing in the past. Keep in mind that these type of grant applications are typically accepted in the fall and awards are announced in late summer so a 6 to 9 month time frame.

Baseline Assessment and Data Collection with GIS Integration

- Focus Areas: Validate and update the findings from the 2006 Stormwater Master Plan. Expand the limits focusing on development pressures within the Town's Business Parks, Commercial Corridors, and potential redevelopment opportunities within the Downtown.
- Floodplain Analysis: Utilize GIS to overlay hydrologic and hydraulic models with updated topographic data, identifying flood-prone areas within Monument's Growth Management Area (GMA). Incorporate LiDAR data from El Paso 2018 to enhance accuracy in mapping water flow and pooling during storm events.
- Erosion Mapping: Employ GIS-based mapping of existing drainage structures and land use to locate areas vulnerable to erosion, especially in natural watercourses and near development sites. This data will pinpoint areas requiring erosion control measures or streambank stabilization.
- Data Visualization: Generate GIS-based visualizations of watershed boundaries, land use, and soil types, aiding in flood risk and water quality assessments. These visuals will help stakeholders easily interpret data, supporting informed decision-making.
- Stormwater Planning: GIS will be essential for detailed subwatershed delineation, dividing the town's area into manageable drainage catchments. This will build off of the work performed in 2006 but validated to include recent and targeted infrastructure upgrades and optimize locations for detention basins, storm drains, and outfalls.

Phase 2: Design and Development

- Develop Stormwater Management Solutions: Integrate advanced stormwater management solutions with Monument's comprehensive plan to support sustainable growth and enhance water resilience.



- Use updated NOAA Atlas 14 rainfall depths to update the existing 2006 Stormwater Master Plan precipitation data to accurately reflect regional storm intensities. The impacts of rainfall on the Fountain Creek watershed are closely tied to the updated rainfall data from NOAA Atlas 14. This data helps us understand how much rain we can expect during different storm events. Design these solutions around critical storm events, specifically targeting 2-, 5-, 10-, 50-, and 100-year return periods, to mitigate flood risks across various scenarios.
- Define Measurable Objectives for Stormwater Management: Establish clear objectives that align with Monument’s development and community resilience goals. Focus on:
 - Flood Mitigation: V3 will develop runoff hydrographs, route them through Monument’s subwatersheds, and identify areas where infrastructure upgrades can prevent or reduce flooding. The models will simulate varying storm events (2- through 100-year) to assess stormwater capacity needs, inform infrastructure prioritization, and guide long-term resilience planning.
 - MS4 Compliance: Ensure solutions meet MS4 permit requirements, including stormwater conveyance and pollutant removal.
 - Water Quality: Employ best management practices (BMPs) for water quality enhancement, such as bio-retention areas and detention basins that address runoff volume and pollutant removal for each modeled design storm.
- Draft Plan Development with Infographics and Visuals: Create a draft plan with GIS-based visualizations—maps, infographics, and tables—that simplify complex data for effective communication with stakeholders. Facilitate a public review process, ensuring community feedback shapes the plan’s development and aligns with Monument’s goals.

Phase 3: Final Plan, Implementation Strategy, and Funding Roadmap

- Ensure the final plan and strategy are in alignment with stakeholder feedback and water resiliency goals of the community and align with the growth strategy.
- Finalize the plan with a clear implementation strategy, including project timelines, cost estimates, and prioritized funding sources for each stormwater project.
- Provide a roadmap for post-award funding access and implementation, ensuring long-term financial sustainability and resilience for the community.

This GIS-integrated approach enhances the precision and utility of Monument’s Stormwater Management Plan, supporting resilient, informed, and community-focused stormwater management. We emphasize the use of visually engaging graphics to present complex data clearly and effectively, ensuring that stakeholders and the public can easily understand and support the plan’s recommendations.

Exclusions

- Survey data will not be included in this scope. Instead, LiDAR data will be used along with structure measurements obtained in the field where needed.
- This scope anticipates one round of review. Collaboration with Town staff will be ongoing to avoid excessive revisions and ensure alignment with local needs and priorities.



2. Qualifications of Key Personnel

Our team brings a depth of experience in stormwater management, urban planning, and public engagement, uniquely positioning us to deliver a comprehensive plan tailored to Monument's needs.

- **Principal: Noah Nemmers, P.E.**- As Regional Office Manager with 25 years of experience in civil engineering and project management 11 years with V3 and 20 years in Colorado focused on sustainable design practices, stormwater quality, regulatory compliance. He has been focused on serving municipalities along the front range.
- **Project Manager: Christian Smith, P.E.** – A Senior Project Manager with extensive experience in water resources modeling, specializing in hydrologic and hydraulic software programs such as HEC-RAS, HEC-HMS, XP-SWMM, and EPA SWMM. Christian holds a Master of Science and a Bachelor of Science in Civil Engineering from the Illinois Institute of Technology and has over 32 years of experience. Christian has managed numerous projects involving stormwater management, floodplain studies, and hydraulic analyses for stream restoration and design
- **Quality Control: Jennifer Maercklein, P.E, CFM:** With 18 years at V3 and 27 years managing complex projects including evaluating large watersheds for Metropolitan Water Reclamation District of Greater Chicago. Extensive experience in advanced hydrologic modeling and innovative stormwater infrastructure design.
- **Engineering and GIS Specialists:** V3 will utilize our skilled in floodplain analysis team, erosion mapping, and data visualization, with a track record of using GIS to enhance stormwater planning.

All team members are dedicated to delivering a plan that meets Monument's unique needs, while maximizing the use of available grant funding to offset costs.

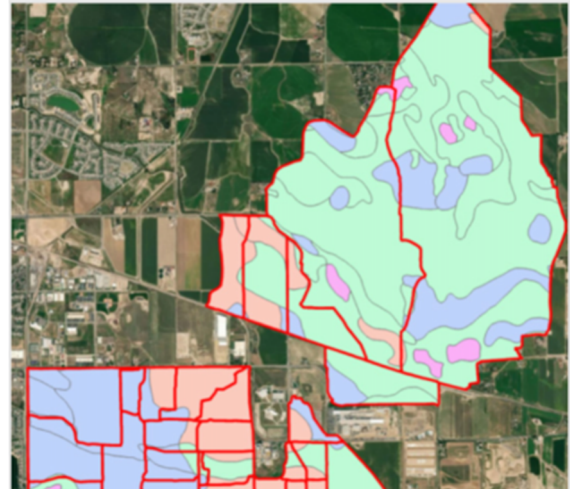
3. Capabilities and Experience in Comparable Projects

Our team has a proven track record of success in creating stormwater management plans for growing Colorado communities, consistently delivering projects within budget and on time.

- **Town of Berthoud:** Noah previously served as the Town Engineer under and on call contract for a period of 5 years and managed and implemented the Towns existing Stormwater Master Plan, served as the Floodplain Administrator, and managed the Towns MS4 compliance program and annual reporting in alignment with the town's rapid expansion, improving water quality and flood control.
- **Village of Downers Grove:** V3 Managed stormwater and flood control planning services for the Lacey Creek watershed identifying areas with flooding or drainage problems, determined the causes, and developed alternatives to mitigate these issues. V3 also handled permitting requirements, cost and grant options, construction timelines, providing quality assurance for hydraulic and hydrologic modeling. This project highlights the expertise in managing stormwater planning at the municipal level, developing effective flood mitigation strategies, and ensuring timely project delivery.



- **Great Western Industrial Park (Town of Windsor):** V3 assisted with review and revision of the hydrologic and hydraulic modeling for the lower John Law Ditch watershed. The review involved evaluation of FEMA effective flow rates within the watershed and proposed hydrologic and hydraulic updates for this 62 square mile watershed. Further, V3 also assisted with the Great Western Industrial Park (GWIP) Master Plan through development of an accompanying Stormwater Master Plan (SMP) involving subdivision of the approximately 3 square miles into regional and parcel-by-parcel subbasins for evaluation of stormwater flows and proposed detention systems. The GWIP SMP included evaluation of alternatives for channelization and routing of the off-site lower John Law Ditch flows through the GWIP.



- **Pinery Village, Filing No.2 (Douglas County):** V3 assisted with stormwater planning and design for an approximately 100-acre mixed use development involving management of bypass flows from approximately 2-square-mile North Pinery Creek and creation of a new meandering naturalized stream corridor on the floodplain shelf of Cherry Creek. Review of the existing OSP for partial revision of the hydrology and hydraulics was necessary in order for integration of the site stormwater with detention, bypass flows and establishment of the receiving naturalized stream corridor.

- **Metropolitan Water Reclamation District of Greater Chicago (MWRD):** V3 Managed a multi-year stormwater master planning program for Cook County, Illinois and generated a guidance document for planning, reviewed countywide flood study profiles for three sewer areas, each 25-30 square miles in size. The program emphasized innovative and holistic approaches to urban flooding, integrating green infrastructure solution showcasing a large-scale, complex planning effort that address urban flooding while considering community needs and sustainability.

Our extensive experience demonstrates our ability to deliver effective, financially sustainable solutions that support community growth.

4. Project Costs

To ensure cost-efficiency, we will prioritize using existing data, employ best practices from similar projects, and evaluate grant funding opportunities. We are also combining our assessment efforts with the Comprehensive Master Plan scope. By leveraging these strategies, we will strive to keep costs within budget, maximizing the Town's return on investment. Project costs are broken down by phase and the Comprehensive Master Plan effort is highlighted in the overall costs. We aim to identify funding sources early that may reduce Monument's financial commitment to a matching funds grant that aligns best with the goals and known issues.



5. Past Record of Performance

We have an established record of successful collaborations with public sector clients, demonstrated by our:

- Strong budget adherence and successful grant acquisition.
- High-quality project outcomes, evidenced by client references and successful stormwater plans.
- Commitment to meeting or exceeding project timelines, ensuring prompt delivery within contractual terms.

Our references from Colorado and Chicagoland municipalities can attest to our commitment to quality, cost control, and timeline adherence.

6. Capacity to Perform Work Within Time Limitations

Our team is structured to handle tight timelines without sacrificing quality. With dedicated resources and a project-tracking system, we ensure continuous progress monitoring and regular updates, enabling proactive adjustments and transparent communication with Monument stakeholders.

7. Grant Funding Opportunities

Our team has identified a series of funding opportunities that may be able to help the Town offset costs associated with updating the 2006 Stormwater Management Plan. Some of these are 1:1 matching grants and some may not require any matching, though this often depends on the purpose and use of funds. Keep in mind that these type of grant applications are typically accepted in the fall and awards are announced in late summer so a 6 to 9 month time frame.

1. Water Quality Improvement Fund (WQIF) – Colorado Department of Public Health & Environment (CDPHE)

- **Purpose:** Supports stormwater projects and water quality improvements, prioritizing small and economically disadvantaged communities.
- **Funding Use:** Includes funding for planning, training, and best practices to reduce stormwater pollution and manage runoff.
- **Applicability:** WQIF grants are well-suited for Monument as they can cover both new stormwater management planning and training initiatives.
- **Eligibility:** Governmental entities, including municipalities.
- **Deadline:** Typically updated in early fiscal year, with funding announcements released annually

2. WaterSMART Cooperative Watershed Management Program – Bureau of Reclamation

- **Purpose:** Assists in forming watershed groups to enhance water resource management and develop local solutions for stormwater.



- **Funding Use:** Can fund the development of a comprehensive watershed management plan, including stormwater aspects.
- **Applicability:** This program is ideal for Monument if they wish to address stormwater issues through collaborative, regional watershed planning.
- **Eligibility:** Local governments and watershed groups.
- **Deadline:** Annual, typically announced early in the year with rolling deadlines for various phases

3. FEMA Hazard Mitigation Assistance (HMA) Grants

- **Purpose:** Provides support for projects that reduce disaster risks, including flood resilience, which aligns closely with stormwater management needs.
- **Funding Use:** Can fund risk assessments, stormwater planning, and design for flood-prone areas, including stormwater improvements.
- **Applicability:** Ideal for Monument's planning and mitigation needs, as it can help address flood hazards exacerbated by increased runoff.
- **Eligibility:** State and local governments.
- **Deadline:** Annual cycle, with applications typically due by September.

4. Energy and Mineral Impact Assistance Fund (EIAF) – Colorado Department of Local Affairs (DOLA)

- **Purpose:** Supports infrastructure projects in communities impacted by energy extraction but is available more broadly to growing communities needing critical infrastructure.
- **Funding Use:** Can be used for stormwater infrastructure and planning projects, making it a good fit for a new or updated stormwater master plan.
- **Applicability:** For Monument, this fund can address stormwater infrastructure needs driven by growth.
- **Eligibility:** Local governments in Colorado.
- **Deadline:** Two to three application cycles each year.

5. EPA Clean Water State Revolving Fund (CWSRF)

- **Purpose:** Provides low-interest loans and some grants to municipalities for water quality projects, including stormwater management.
- **Funding Use:** Monument could use these funds to support comprehensive stormwater planning, infrastructure, and construction if necessary.
- **Applicability:** The revolving loan feature makes it a sustainable funding option for long-term planning and infrastructure needs.
- **Eligibility:** State, tribal, and local governments.
- **Deadline:** Ongoing applications accepted at the state level.

Each of these sources can help Monument address the current and future stormwater challenges brought on by its rapid growth.

8. Conclusion

Our phased, funding-integrated approach to Monument's Comprehensive Plan and Stormwater Master Plan Update prioritizes resilience, community engagement, and financial sustainability. By aligning each project phase with Monument's growth and resilience goals and utilizing state and federal funding resources, we will deliver a community-centered, forward-thinking, and actionable plan for Monument's future.



8. Project Fees

Town of Monument, CO STORM WATER MASTER PLAN											
	Task	HOURS				RATES				Labor Budget	
		DM Hours	PM Hours	Engineer Hours	Drafting Hours	DM Rate	PM Rate	Engineer Rate	Drafting Rate		
PHASE 1: ENGAGE & ASSESS	1 Project Management, meetings, and Goal Setting	7	10	0	0	240	185	140	105	\$3,530	
	2 Community Engagement and Public Strategy Launch	2	2	2	0	240	185	140	105	\$1,130	
	3 Tours, Field Work, Etc	4	16	0	0	240	185	140	105	\$3,920	
	4 Research, Mapping, and GIS Analysis	6	6	8	8	240	185	140	105	\$4,510	
	5 Data Visualization for Stakeholders	4	20	13	20	240	185	140	105	\$8,580	
PHASE 1 TOTAL= \$21,670		23	54	23	28	\$1,200	\$925	\$700	\$525	\$21,670	
PHASE 2: ENVISION	6 Stormwater Planning using 2006 data (validation & updates) and additional basin delineation	4	20	40	10	240	185	140	105	\$11,310	
	7 Erosion Mapping with GIS	2	15	30	10	240	185	140	105	\$8,505	
	8 Stormwater Management Solution Development	4	40	80	0	240	185	140	105	\$19,560	
	9 Defining Flood Mitigation Objectives with Modeling	16	60	120	20	240	185	140	105	\$33,840	
	10 MS4 Compliance and Water Quality Management	3	13	22	8	240	185	140	105	\$7,045	
	11 Vision, and Land Use, and recommendations	3	13	35	0	240	185	140	105	\$8,025	
	12 Meetings and Community Engagement	8	10	0	0	240	185	140	105	\$3,770	
	13 Draft Plan Creation with GIS-based Visuals	3	16	26	0	240	185	140	105	\$7,320	
PHASE 2 TOTAL= \$99,375		43	187	353	48	\$1,920	\$1,480	\$1,120	\$840	\$99,375	
PHASE 3: PLAN AND IMPLEMENT	14 Comprehensive Plan Sections	10	30	12	0	240	185	140	105	\$9,630	
	15 Finalizing Plan with Implementation Strategy	10	32	40	0	240	185	140	105	\$13,920	
	16 Facilitating Public Review Process	10	20	40	0	240	185	140	105	\$11,700	
	17 Finalizing Plan with Implementation Strategy	10	32	40	0	240	185	140	105	\$13,920	
	18 Funding Roadmap Development	2	15	8	0	240	185	140	105	\$4,375	
PHASE 3 TOTAL= \$53,545		42	129	140	0	\$1,200	\$925	\$700	\$525	\$53,545	
Project Fee Totals		108	370	516	76	\$4,320	\$3,330	\$2,520	\$1,890	\$174,590	
Comp Plan Effort		47	123	96	28					Subtract Comp Plan Effort	\$50,415
										Project Remaining Fee	\$124,175



MEMORANDUM

TO: The Honorable Mayor and Town Council
FROM: Dan Ungerleider, AICP, Director of Planning
DATE: January 6, 2025
SUBJECT: Professional Service Agreement for Consultant Services for Development Impact Fee Nexus Study Services – Economic & Planning Systems, Inc

Overview. The Town assesses a limited variety of development impact fees to new developments to mitigate town-wide public improvements, public services and community amenities. On October 8, 2024, the Planning Department issued a request for proposals (RFP) for consultant services (Attachment A) to conduct a Development Impact Fee Nexus Study. The RFP outlined a scope which includes the development and provision of a Development Impact Nexus study and the necessary findings to help the Town update its Development Impact Fee Program based on proposed infrastructure requirements to support the Town's General Plan growth projections.

Proposal Evaluation and Selection. On November 22, 2024, the Town received five (5) quality proposals. These proposals were reviewed and evaluated on Friday, December 6, 2024, in accordance with the RFP established criteria, by an internal proposal evaluation committee comprised of Town Staff, Mayor Pro Tem King, Councilor Kronick, and Finance Director Phillips. At the conclusion of their analysis, the Committee unanimously agreed to pursue a service agreement with Economic & Planning Services, Inc. (EPS), for the aforementioned services.

The professional services agreement (the "Agreement"), Exhibit B of the proposed resolution (Attachment A), includes a copy of EPS's response to the Development Impact Fee Nexus Study RFP describing the consultant team and, scope and schedule of services for the Development Impact Fee Nexus Study and Developer Outreach services. The Agreement is consistent with Town's established template agreement developed by the Town Attorney and conforms with the scope of work and project expectations outlined in the RFP.

The Agreement provides for a not-to-exceed cost of services of \$110,510 for services provided for Development Impact Fee Nexus Study and Developer Outreach services. The Study is expected to take approximately eight (8) months to complete. With the Council's approval, the Planning Department will immediately begin coordinating with EPS to conduct a project kick-off in February 2025.

Requested Action. Motion to Approve Resolution 02-2025, a resolution approving the professional Services Agreement for Development Impact Fee Nexus Study services with Economic & Planning Services, LLC.

Attachment A

**Request for Proposals (RFP) for Consultant Services
Posted October 8, 2024**

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Attachment B

Resolution 02-2025

A Resolution Approving a Professional Service Agreement for Development Impact Fee Nexus Study Services between the Town of Monument and Economic & Planning Services, LLC.

With associated Exhibits:

- A. Professional Services Agreement for Development Impact Fee Nexus Study Services.
 - A(1). Response to RFP Scope of Services for Development Impact Fee Nexus Study Services, dated 11/22/2024

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REQUEST FOR PROPOSALS DEVELOPMENT IMPACT FEE NEXUS STUDY

(Posted October 23, 2024)

INTRODUCTION

The Town of Monument is located along I-25 just twenty miles north of Colorado's second-largest city, Colorado Springs, and is an easy drive to Denver, just fifty-three miles to the north. The Town is a rapidly growing community, with excellent schools, beautiful surroundings, and easy access to outdoor recreation, all with that small-town feel that provides the quality of life that makes Monument so desirable.

The Town is a home rule incorporated community, serving a population of 11,000 residents in north El Paso County. The Town operates under a council-manager format of government consisting of a Mayor, Mayor Pro-Tem, five councilmembers and a Town Manager.

OBJECTIVE

The Town of Monument is seeking proposals from qualified consultant firms to update the Town's development impact fee (DIF) structure. The Town assesses a limited variety of development impact fees to new developments to mitigate town-wide public improvements, public services and community amenities. The Town's impact fee program must comply with Colorado Revised Statutes [§29-20-104.5](#), pursuant to [§29-20-104](#) (1)(g).

SCOPE OF SERVICES

This Request for Proposals (RFP) is a procurement process by which to competitively acquire services to complete the Town's Development Impact Fee Nexus study. Firms considering responding to this RFP are expected to prepare and perform the work necessary to execute the services described within three to four months from the selection and signing of the professional services agreement. The scope of services consists of furnishing all labor, materials, equipment, tools, supervision, and travel necessary to complete the tasks outlined.

1. Document Review

At the request of the consultant, the Town will provide the available supporting documentation.

2. Finding and Fees

Provide a completed Nexus study and the necessary findings to help the Town update the Development Impact Fee Program based on proposed infrastructure requirements to support the Town's General Plan growth projections. The Firm will work with Town Staff to determine the infrastructure and or services that should rightfully be included in the fee program to ensure the costs of such supporting infrastructure are paid for by related development.

3. Meetings

The Firm shall include the following meetings and identify any meetings necessary to achieve results beyond the meetings listed below. It should be noted the Town prefers on site, in person meetings. On occasion, the Town will accept virtual meetings, however, virtual meetings may not be the primary form of communication with the Town staff and Council presentation. Meetings should include but not be limited to the following:

- a. Kick-off meeting with Town staff to review study objectives, agree to methodology, confirm project schedule, milestones and discuss data needs.
- b. Data collection meetings with Town staff to obtain relevant information or clarify information required to complete the Nexus Study.
- c. Review findings meeting with Town staff.
- d. Town Council study sessions and Town Council meetings to present draft Nexus Study and recommended fee updates. Discussion for methodology and findings provide via a formal presentation, answer questions, and collect input to prepare the final draft.
- e. If needed, additional Town Council meetings.

4. Best Practices

Recommend best practices to help ensure effective and accurate assumptions for the Nexus Study, accurate DIF collections, and efficient tracking and reporting on DIF activities. Best practices should include but not be limited to:

- a. Evaluate the Town's current system of fee accounting and administration.
- b. Evaluate the Town's current reporting practices and recommend best practices for annual reports to the Town Council.
- f. Recommendations for future fee considerations and methodology for subsequent years outside of the Nexus Fee Study including consideration of benchmark analysis for Consumer Price Indexes, the Colorado Construction Cost Index, or other considerations consistent and allowable with State law.

5. Report Deliverables

Prepare a DIF Nexus Study and recommend DIF fee updates for submittal to the Town Council containing background information, methodology, findings, and recommendations. More specifically the selected firm shall fulfill the following minimum requirements:

Administrative Draft. The Firm will prepare and provide a comprehensive administrative draft, including but not limited to technical reports for each fee category, methodology, findings, supporting justification, recommended Development Impact Fees, recommendation for the elimination/consolidation of existing fees based on the creation of new fees, methodology for calculating and applying fee credits in each category, and calculations that provide the legal nexus between the fee recommendations and new development as required by law. This draft will include and provide:

- a. Documentation for work assumptions, analysis procedures, findings, graphics, impacts, and recommendations, with technical documentation in appendices. The administrative draft will include an executive summary and conclusion.
- b. Generally, the administrative draft will consist of a discussion of the framework, project description, applicable statutory/legal framework, methodologies used, analysis, a list of project description, list of projects to fund and their prioritization by type and fee and fee credit methodology recommendations.
- c. The administrative draft will include strategies and options for Town Council consideration. Development Impact fee revenue may not be insufficient to address infrastructure needs, as envisioned. The Firm should anticipate working with Town staff to refine the project lists and cost estimates and prioritize improvement items to balance revenue generation and economic feasibility considerations. The Firm is to include strategies and options for the Town Council to keep fee levels reasonable and analyze how these options would impact the Town's current Capital improvement Program.
- d. Revise the administrative draft according to consolidated comments on the draft report from Town staff.

Public Review Draft. The Firm will develop and present a Public Review Draft at the Town Council meetings, study sessions, and meetings as described in Section 3(d) of the RFP. The purpose of these meetings is to solicit community and stakeholder input. The Firm shall develop summary information, such as visual presentations and printable handouts, for these meetings that summarize the findings and analysis from the Public Review Draft.

Final Draft. After incorporating input from the administrative and public review drafts, the Prosper shall prepare a final report draft. The Firm will present the final study to the Town Council during a public hearing and make any revisions requested by the Town Council. The Firm will assist Town staff and participate in the presentation to Council if any additional follow-up meetings are needed to complete the adoption of the DIF.

6. Public Notice.

The Firm shall prepare all required public notices and draft resolutions and ordinances required for Town Council public hearings related to adopting the new fees.

7. Additional Tasks.

If the Firm determines additional deliverables are warranted, the deliverables must be identified in the proposal.

RESPONSE SUBMITTAL

Interested Firms shall submit one electronic copy of the proposal to planning@tomgov.org by **12:00 p.m. on Friday, November 22, 2024**, for the proposal to be considered. Any requests for clarification or other questions concerning this RFP must be submitted via email to planning@tomgov.org no later than **Tuesday, November 5, 2024**. Responses to questions will be posted at www.townofmonument.org/planning on **Friday, November 8, 2024**.

GENERAL REQUIREMENTS

The Town of Monument reserves the right to reject any or all responses, to waive any informality in any responses, and to select the vendor that best meets the Town's needs.

There is no expressed or implied obligation for the Town to reimburse the responding firms for any expenses incurred in preparing proposals in response to this request. Materials submitted by respondents are subject to public inspection under the Colorado Open Records Act (CORA) CRS § 24-72-201 et seq.) unless exempt. Any language purporting to render the entire proposal confidential or proprietary will be ineffective and will be disregarded.

All property rights, including publication rights of all reports produced by respondents in connection with services performed under the agreement will be vested in the Town. In addition, respondents will not publish or release any of the results of its examination without the express written permission of the Town.

Responses must be submitted no later than the date and time stated on this RFP. Responses shall be reviewed and rated as set forth in the Selection Process section of this RFP. The Town will then determine which firm best meets the Town's requirements.

During the evaluation process, the Town reserves the right (where it may serve the Town's best interest) to request additional information or clarification from respondents. At the discretion of the Town, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The Town reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether the proposal was selected. Submission of a proposal indicated acceptance by the Firm of the conditions contained in the Request for Proposals, unless clearly and specifically noted in the proposal as submitted and confirmed in the contract between the Town and the Firm selected.

The Town reserves the right to negotiate final pricing with the most qualified firm. The Town may invite selected firms to meet with the evaluation team on or around the week of **Monday, December 9, 2024**, at no additional cost to the Town.

The Town's standard Professional Services Agreement is included as Attachment A. Upon award of the agreement, it is expected the successful Firm accept the Agreement terms and conditions "as is" without modification. Any contract modifications are to be stated upfront, at the time of the submission. Any costs incurred in the preparation of the response, presentation to the Town, travel in conjunction with such presentations, or samples of items shall be the responsibility of the respondent. The Town assumes no responsibility and no liability for costs incurred by respondents prior to the issuance of contract.

PROPOSAL REQUIREMENTS

The Town requests responses be organized in the manner shown below. The responses shall also be concise, excluding excessive or irrelevant material, and should contain the following:

1. **Experience and Technical Competence.** The proposal shall provide a description of how the Proposer's experience, technical and professional skills will meet the goals and fulfill the requirements identified in this RFP. The proposal shall provide the number of years the Firm has conducted the services in the RFP and at least three references including the name and telephone number of each reference.
2. **Proposed Method and Timing to Accomplish Services Requested in RFP.** The proposal shall describe the management approach in partnership with the Town and the timeline associated with the services from inception to completion of project. The proposer shall consider the scope of the goals of the Town and general functions required. In reviewing the scope of services, the proposer may identify additional necessary tasks and is invited to bring these to the Town's attention within the discussion of the proposed method to accomplish the services.
3. **Proposal Format.**
 - a. **Cover Letter** - The cover letter shall identify the Proposer has a clear understanding of the scope of services, timing and a list of names of the individuals who will be primary contacts.
 - b. **Qualifications** - A list of qualifications relating to the scope of services and a list of similar services provided by the proposer.
 - c. **Staffing** - Provide a list of individuals that will be assigned to the professional service engagement working directly with the Town.
 - d. **Scope of Services and Schedule** - Provide a detailed work schedule including specific milestones.
 - e. **Development Impact Fee Schedule** - Provide cost breakdown for all professional services including all incidentals and reimbursables. The development impact fee schedule shall be categorized.
 - f. **References** - A list of at least three references comprised of cities or other public agencies in which similar services were provided in the last three years.
 - g. **Samples** - Provide samples of reports provided to other public agencies and municipalities similar to scope and scale of the Town of Monument.

SELECTION PROCESS

Evaluation of the proposals will be made by the Town. The written proposal will be evaluated by the following criteria:

- Experience and knowledge to other similar projects
- Staffing
- References and samples
- Services time schedule
- Fee Schedule

It is the Town's intent to select a firm best evidencing demonstrated competence and professional qualifications to perform the described services. The Town will review the proposal based on the criteria. At the option of the Town, staff will conduct interviews to include a brief presentation by each

firm. The proposer will be selected based on information provided in the RFP, interviews and presentations.

Upon selection of a firm, the Town will endeavor to negotiate a mutually agreeable professional service agreement with the selected firm. In the event the Town is unable to reach an agreement, the Town will proceed at its sole discretion, to negotiate with the next firm selected by the Town. If contract negotiations are not successful, negotiations will be terminated. The process will be followed until an agreement can be reached with one of the proposing firms; however, the Town reserves the right to reject all proposals, select by proposal review only or interview as needed. Once negotiations have been successfully completed, Town staff will prepare a formal contractual agreement. After the agreement has been reviewed, accepted and executed by the selected proposer, the agreement will be submitted to the Town Council for final approval and execution.

The Town may require proposers to participate in additional rounds of refining submittals prior to the ultimate selection. These rounds could encompass revisions to the submittal criteria. The Town reserves the right to contract for services in the manner that most benefits the Town including awarding more than one contract if desired.

All costs for preparing the proposals are the sole responsibility of the proposer. The Town reserves the right to reject any or all proposals, to request additional information for clarification, to accept or negotiate modifications to any proposal following the deadline for receipt of the proposal and to waive any irregularity if such serves the best interest of the Town.

ATTACHMENT A

DRAFT - STANDARD PROFESSIONAL SERVICES AGREEMENT
BETWEEN

TOWN OF MONUMENT
and
NAME OF CONTRACTOR

THIS SERVICES AGREEMENT ("Agreement") is made and entered into the most recent day and year set forth below by and between the **TOWN OF MONUMENT**, a home-rule municipality organized under the laws of the State of Colorado ("Town"), whose mailing address 645 Beacon Lite Road, Monument, CO 80132, and **NAME OF CONTRACTOR**, [Form of Entity] ("Contractor"), whose mailing address is [Contractor Mailing Address]. The Town and the Contractor are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

WITNESSETH:

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the Parties as follows:

1. Scope of Services. The Contractor agrees to provide Type of Service services, as further described in **Exhibit A**, attached hereto and incorporated herein by this reference ("Scope of Services"). All provisions of **Exhibit A**, including without limitation any terms and conditions included therein, shall be subject to the provisions of this Agreement. In the event of a conflict or inconsistency between a provision in the body of this Agreement and a provision in **Exhibit A** or any other exhibit or schedule attached hereto, the provision in the body of this Agreement shall control.

2. Time of Commencement and Completion of Services. The services to be performed pursuant to this Agreement shall be initiated no later than [Commencement Date] and completed no later than [Completion Date]. Any modifications to such deadlines must be agreed upon in writing by the Parties prior to the applicable deadline.

3. Early Termination by Town. Notwithstanding the time periods contained herein, the Town may terminate this Agreement at any time without cause by providing written notice of termination to the Contractor. Such notice shall be delivered at least three (3) days prior to the termination date contained in said notice unless otherwise agreed in writing by the Parties. In the event of any such early termination by the Town, the Contractor shall be paid for services rendered prior to the date of termination, subject only to the satisfactory performance of the Contractor's obligations under this Agreement. Contractor understands and agrees that such payment shall be the Contractor's sole right and remedy for such termination.

4. Suspension. Without terminating this Agreement or breaching its obligations hereunder, the Town may, at its convenience, suspend the services of the Contractor by giving the Contractor written notice one (1) day in advance of the suspension date. Upon receipt of such notice, the Contractor shall cease its work in as efficient a manner as possible so as to keep its total charges to the Town for services under this Agreement to the minimum, but in no circumstance later than three (3) business days after receipt of the notice of suspension. No work shall be performed during such suspension except with prior written authorization by the Town Representative (as defined

below). If a suspension is still in effect thirty (30) calendar days after the Contractor's receipt of the notice of suspension, the Contractor may terminate this Agreement by providing the Town with written notice of termination. Upon the Town's receipt of such notice of termination from Contractor, this Agreement will be deemed terminated.

5. Compensation. In consideration of the services to be performed pursuant to this Agreement, the Town agrees to pay the Contractor the amounts set forth in Exhibit A. Total compensation shall not exceed Amount spelled out Dollars (\$Numeric amount). The Town shall provide no benefits to the Contractor other than the compensation stated above. The Contractor shall bill its charges to the Town periodically, but no more frequently than once a month.

6. Qualifications on Obligations to Pay. No partial payment made by the Town shall be considered final acceptance or approval of that part of the Scope of Services paid for or shall relieve the Contractor of any of its obligations under this Agreement. Notwithstanding any other terms of this Agreement, the Town may withhold any payment (whether a progress payment or final payment) to the Contractor if any one or more of the following conditions exists:

a. The Contractor is in default of any of its obligations under this Agreement, including without limitation the obligation to maintain insurance and provide Certificates of Insurance to the Town in accordance with Section 13 (Insurance).

b. Any part of such payment is attributable to services that are not performed in accordance with the terms of this Agreement and its associated exhibit(s). The Town will pay for any portion of the services performed in conformance with this Agreement and its associated exhibit(s).

c. The Contractor has failed to make payments promptly to any third-party used to perform any portion of the services hereunder, subject to Paragraph 9, for which the Town has made payments to the Contractor.

7. Town Representative. The Town will designate, prior to commencement of work, its project representative (the "Town Representative") who shall make, within the scope of his or her authority, all necessary and proper decisions with reference to the Scope of Services. All requests for contract interpretations, change orders, and other clarification or instruction shall be directed to the Town Representative.

8. Independent Contractor. The Contractor agrees that the services to be performed by the Contractor are those of an independent contractor and not of an employee of the Town. **The Contractor is obligated to pay federal and state income tax on any moneys earned pursuant to this Agreement. Neither the Contractor nor its employees, if any, are entitled to workers' compensation benefits from the Town for the performance of the services described in this Agreement.**

9. Assignment. The Contractor shall neither assign any responsibilities nor delegate any duties arising under this Agreement to a third party without the prior written consent of the Town, which may be granted or denied in Town's sole discretion.

10. Standard of Care. The Contractor shall perform the services hereunder at or above the standard of care of those in its profession or industry providing similar services in the Town's local area; provided, however, that in the event the standard of care is higher in the local area where the Contractor's office primarily responsible for providing the services is located, then the standard of

care applicable to the local area where the Contractor's office is located shall be applicable to such services.

11. Accuracy of Work. The Contractor represents, covenants, and agrees that its work will be accurate and free from any material errors. The Contractor shall correct any errors or deficiencies in the Contractor's services of which it becomes aware promptly and without additional compensation unless such corrective action is directly attributable to errors or deficiencies in information furnished by the Town. The Town's approval of the Contractor's services shall not diminish or release the Contractor's duties or obligations hereunder, since the Town is ultimately relying upon the Contractor's skill and knowledge to perform the Scope of Services. The obligations contained in this Section 11 shall survive for a period of two (2) years following termination or expiration of this Agreement.

12. Duty to Warn. The Contractor agrees to call to the Town's attention errors in any drawings, plans, sketches, instructions, information, requirements, procedures, and other data supplied to the Contractor by the Town or a third-party that it becomes aware of and believes may be unsuitable, improper, or inaccurate in a material way. However, the Contractor shall not independently verify the validity, completeness, or accuracy of such information unless otherwise expressly engaged to do so by the Town. Nothing shall detract from this obligation unless the Contractor advises the Town in writing that such data may be unsuitable, improper, or inaccurate and the Town nevertheless confirms in writing that it wishes the Contractor to proceed according to such data as originally given.

13. Insurance.

a. During the term of this Agreement, the Contractor shall purchase and maintain, at its own cost and expense, the following:

i. Workers' compensation insurance for its employees, if any, as required by Colorado law with limits of at least \$500,000 per injury or illness an employee suffers as a result of providing the services hereunder, with a \$500,000 aggregate per occurrence.

ii. Employer's liability insurance with limits of at least \$500,000 per employee/accident and \$1,000,000 aggregate.

iii. Commercial general liability insurance covering, without limitation, premises operations, products-completed operations, contractual liability insuring the obligations assumed by the Contractor under this Agreement, personal and advertising injury, and broad form property damage, with limits of at least \$2,000,000 per occurrence for bodily injury, death or damage to property; \$2,000,000 per occurrence for personal and advertising injury; \$2,000,000 products-completed operations; and \$2,000,000 general aggregate; and

iv. Automobile liability insurance covering all owned, hired and non-owned vehicles used in the performance of the Contractor's services under this Agreement with a limit of at least \$2,000,000 combined per accident for bodily injury and property damage; and

b. The insurance required herein may be satisfied through any combination of primary and excess/umbrella liability policies.

c. The insurance required herein shall be written by an insurance company or companies that (i) have an A.M. Best Company rating of "A-VII" or better, and (ii) are authorized to issue insurance in the State of Colorado.

d. The Town, the Town Representative, and the Town's directors, officers, employees, and ____ shall be endorsed as "Additional Insureds" under the (i) commercial general liability insurance policy for both ongoing and completed services for a period of two (2) years ; and (ii) automobile liability policy.

e. The Contractor shall provide a waiver of subrogation endorsement, or its equivalent, under the (i) workers' compensation; (ii) commercial general liability; and (iii) automobile liability insurance policies in favor of the Town, its directors, officers, agents, and employees.

f. All liability insurance policies required herein shall provide that the coverage is primary and non-contributory to other insurance available to the Town and its directors, officers, agents, and employees. Any insurance maintained by the Town and its directors, officers, agents, and employees shall be excess of and shall not contribute with the Contractor's insurance.

g. Prior to commencement of performance, the Contractor shall provide certificates of insurance satisfactory to the Town that clearly evidence all insurance coverages required herein, including but not limited to endorsements (individually and collectively, "Certificates of Insurance"). The Contractor agrees that, until the Town is supplied with Certificates of Insurance, no payment under this Agreement will be made by the Town. The Contractor will provide the Town with updated Certificates of Insurance within ten (10) calendar days of the anniversary of the effective date of coverage should that date fall during the term of this Agreement. Failure of the Town to require Certificates of Insurance or to identify a deficiency in coverage shall not relieve the Contractor of its responsibility to provide the specific insurance coverages set forth herein.

h. Subject to Section 9 (Assignment), the Contractor shall require each subcontractor and/or third-party performing work for the Contractor related to the Scope of Services to purchase and maintain insurance of the types and with policy limits no less than those required of Contractor under this Section 13. All general liability policies carried by a subcontractor and/or third-party shall be endorsed to include the Additional Insureds identified above. Each subcontractor and/or third-party shall be required to provide Contractor, upon request, with certificates of insurance evidencing such coverage prior to commencement of work by a subcontractor and/or third party.

i. The insurance policies afforded hereunder shall not be cancelled or allowed to expire unless at least thirty (30) days' prior written notice has been delivered to the Town, except in the event of cancellation due to non-payment of a premium, in which case notice shall be given to the Town no later than ten (10) days prior to cancellation of the policy. Upon receipt of any notice of cancellation or non-renewal, the Contractor shall, within five (5) days, procure other policies of insurance as necessary to comply with this Section 13 and provide Certificates of Insurance evidencing the same to the Town. Notwithstanding the provisions contained in Section 18 (Remedies), if the Contractor fails to procure the required insurance or provide the Town with Certificates of Insurance within the timeframe provided, the Town may terminate or suspend this Agreement upon written notice to the Contractor.

14. Intentionally Deleted.

15. Compliance with Laws. The Contractor is obligated to familiarize itself and comply with all laws applicable to the performance of the Scope of Services, including without limitation all state and local licensing and registration requirements.

16. Acceptance Not Waiver. The Town's approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights or benefits provided to the Town under this Agreement.

17. Default. Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either Party should fail or refuse to perform according to the terms of this Agreement, such Party may be declared in default.

18. Remedies. Except as provided in Section 13(i) (Insurance), in the event a Party declares a default by the other Party, such defaulting Party shall be allowed a period of ten (10) days within which to cure said default. In the event the default remains uncorrected, the Party declaring default may elect to (a) terminate the Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (c) avail itself of any other remedy at law or equity. If the non-defaulting Party commences legal or equitable actions against the defaulting Party, the defaulting Party shall be liable to the non-defaulting Party for the non-defaulting Party's reasonable attorney fees and costs incurred because of the default.

19. Indemnification; No Waiver of Liability or Immunity. The Contractor agrees to indemnify, defend, and hold harmless the Town and its officers, directors, employees, agents, engineers/architects and attorneys from any and all damages and liabilities arising from the Contractor's performance of the Scope of Services. As part of this obligation, the Contractor shall compensate the Town for the time, if any, spent by its legal counsel in connection with such claims or actions. The Contractor's obligations under this Section 19 shall be to the fullest extent permitted by law and shall survive termination or expiration of this Agreement. **Notwithstanding any other provision contained in this Agreement, including but not limited to Exhibit A, the Town does not agree to defend, indemnify, or hold harmless the Contractor or waive or limit the Contractor's liability (either by type of liability or amount).** The Town is relying on and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, defenses, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as from time to time amended, or otherwise available to the Town or its officers or employees.

20. Binding Effect. This writing constitutes the entire agreement between the Parties and shall be binding upon the Parties, their officers, employees, agents and assigns and shall inure to the benefit of the Parties' respective survivors, heirs, personal representatives, successors and permitted assigns.

21. Amendment. No amendment or modification of this Agreement shall be binding upon the Parties unless the same is in writing and approved by a duly authorized representative of each Party.

22. Law; Venue. The laws of the State of Colorado shall govern the construction, interpretation, execution, and enforcement of this Agreement. Venue for any dispute between the Parties arising out of or relating to this Agreement shall be in the State of Colorado District Court for El Paso County.

23. Severability. In the event any term or condition of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

24. Annual Appropriation. The Town's obligations hereunder are subject to the annual appropriation of funds necessary for the performance thereof, which appropriations shall be made in the sole discretion of the Town Council of the Town.

25. Township of Work Product. All documents such as reports, plans, drawings and contract specifications, information, and other materials prepared or furnished by the Contractor (or the Contractor's independent professional associates, permitted subcontractors, and consultants) and paid for pursuant to this Agreement are instruments of public information and property of the Town. All internal documents which support the public information such as field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by the Contractor as instruments of service shall be provided to the Town. The Town understands such documents are not intended or represented to be suitable for reuse by the Town or others for purposes outside the specific scope and conditions of the Scope of Services. Any reuse without written verification or adaptation by the Contractor for the specific purpose intended will be at the Town's sole risk and without liability or legal exposure to the Contractor, or to the Contractor's independent professional associates, permitted subcontractors, or consultants.

26. Taxes. The Town is a governmental entity and is therefore exempt from state and local sales and use tax. The Town will not pay for or reimburse any sales or use tax that may not directly be imposed against the Town. The Contractor shall use the Town's sales tax exemption for the purchase of any and all products and equipment on behalf of the Town.

27. Time is of the Essence. All times stated in this Agreement are of the essence.

28. Notices. All notices which are required, or which may be given under this Agreement shall be effective when mailed via registered or certified mail, postage prepaid and sent to the address first set forth above.

29. Counterparts, Electronic Signatures and Electronic Records. This Agreement may be executed in multiple counterparts, each of which shall be an original, but all of which, together, shall constitute one and the same instrument. The Parties consent to the use of electronic signatures and agree that the transaction may be conducted electronically pursuant to the Uniform Electronic Transactions Act, § 24-71.3-101, et seq., C.R.S.

30. No Third-Party Beneficiaries. The Parties to this Agreement do not intend to benefit any person not a party to this Agreement. No person or entity, other than the Parties to this Agreement, shall have any right, legal or equitable, to enforce any provision of this Agreement.

31. Section Headings. The section headings in this Agreement have been inserted for convenience of reference only and shall not affect the meaning or interpretation of any part of this Agreement.

32. Not Construed Against Drafter. Each Party acknowledges that it has had an adequate opportunity to review each and every provision contained in this Agreement, including the opportunity to consult with legal counsel. Based on the foregoing, no provision of this Agreement shall be construed against either Party by reason of such Party being deemed to have drafted such provision.

[Signature Pages Follow]

TOWN:

TOWN OF MONUMENT, a home-rule municipality
organized under the laws of the State of Colorado

By: _____
Name: _____
Title: _____
Date: _____

CONTRACTOR:

NAME OF CONTRACTOR

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A
SCOPE OF SERVICES AND COMPENSATION

(Attach Contractor's proposal or other documentation if available and intended for incorporation into the Agreement)

TOWN OF MONUMENT

RESOLUTION NO. 02-2025

**A RESOLUTION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT FOR
DEVELOPMENT IMPACT FEE NEXUS STUDY SERVICES**

WHEREAS, the Town of Monument (“Town”) is a home rule municipality duly organized and existing under Article XX of the Colorado Constitution and the Town’s Home Rule Charter approved by the electors on November 8, 2022 (“Charter”); and

WHEREAS, the Town has experienced an increase in development, population, and citizen interest in growth and development;

WHEREAS, The Town assesses a limited variety of development impact fees to new developments to mitigate town-wide public improvements, public services and community amenities;

WHEREAS, the Town has authority to collect development impact fees in accordance with Colorado Revised Statutes §29-20-104.5, pursuant to §29-20-104 (1)(g);

WHEREAS, on October 8, 2024, the Town published a request for proposals (RFP) seeking third-party consultant services for development impact fee nexus study services and received five (5) proposals; and

WHEREAS, on December 6, 2024, a proposal evaluation committee including two council members, and Town Staff convened, considered the proposals, and recommended Economic & Planning Services, Inc. be selected as the consultant firm to provide the Town development impact fee nexus study services, including economic development and real estate outreach services.

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

Section 1. Incorporation. The recitals set forth above are incorporated and resolved as if set forth in the section in full.

Section 2. Selection of Professional Service Provider. The Professional Service Provider is selector to provide the Services based on the evaluation and selection criteria contained in the contract and Procurement Policy and the solicitation for services.

Section 3. Approval of Professional Services Agreement. The Professional Services Agreement (“Agreement”), in the form attached hereto and incorporated herein as Exhibit A, is approved, and with additional, non-substantive changes as may be approved by the Town Attorney. The Mayor and Town Manger are authorized to execute and sign the Agreement indicating it is approved as to form, and the Town Clerk is authorized to attest such signatures.

Section 4. Authorization of Expenditure. The expenditure of funds provided in the Agreement for the scope of services identified in the Agreement is not to exceed \$110,510.00 is approved.

Section 5. Effective Date. This Resolution shall become effective and be in full force and effect immediately upon approval.

Section 6. Severability. If any portion of this Resolution or the application thereof shall be found to be invalid by a court, such invalidity shall not affect the remaining portions or applications which can be given effect without the invalid portion or application, provided such remaining portions or applications are not determined by the court to be inoperable.

PASSED AND RESOLVED by the Town of Monument, El Paso County, Colorado, this 6th day of January 2025, by a vote of ____ for and ____ against.

TOWN OF MONUMENT

By:

Mitch LaKind, Mayor

ATTEST:

Tina Erickson, Town Clerk

Exhibit A

**PROFESSIONAL SERVICES AGREEMENT FOR
DEVELOPMENT IMPACT FEE NEXUS STUDY SERVICES
BETWEEN**

**TOWN OF MONUMENT
and
ECONOMIC & PLANNING SYSTEMS, INC.**

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**PROFESSIONAL SERVICES AGREEMENT FOR
DEVELOPMENT IMPACT FEE NEXUS STUDY SERVICES
BETWEEN**

**TOWN OF MONUMENT
and
ECONOMIC & PLANNING SYSTEMS, INC.**

THIS SERVICES AGREEMENT ("Agreement") is made and entered into the most recent day and year set forth below by and between the **TOWN OF MONUMENT**, a home-rule municipality organized under the laws of the State of Colorado ("Town"), whose mailing address 645 Beacon Lite Road, Monument, CO 80132, and **Economic & Planning Systems, Inc.**, [A California Corporation] ("Contractor"), whose mailing address is 730 17th Street Suite 630; Denver, CO 80202. The Town and the Contractor are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

WITNESSETH:

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the Parties as follows:

1. Scope of Services. The Contractor agrees to provide Type of Service services, as further described in **Exhibit A**, attached hereto and incorporated herein by this reference ("Scope of Services"). All provisions of **Exhibit A**, including without limitation any terms and conditions included therein, shall be subject to the provisions of this Agreement. In the event of a conflict or inconsistency between a provision in the body of this Agreement and a provision in **Exhibit A** or any other exhibit or schedule attached hereto, the provision in the body of this Agreement shall control.

2. Time of Commencement and Completion of Services. The services to be performed pursuant to this Agreement shall be initiated no later than [Commencement Date] and completed no later than [Completion Date]. Any modifications to such deadlines must be agreed upon in writing by the Parties prior to the applicable deadline.

3. Early Termination by Town. Notwithstanding the time periods contained herein, the Town may terminate this Agreement at any time without cause by providing written notice of termination to the Contractor. Such notice shall be delivered at least three (3) days prior to the termination date contained in said notice unless otherwise agreed in writing by the Parties. In the event of any such early termination by the Town, the Contractor shall be paid for services rendered prior to the date of termination, subject only to the satisfactory performance of the Contractor's obligations under this Agreement. Contractor understands and agrees that such payment shall be the Contractor's sole right and remedy for such termination.

4. Suspension. Without terminating this Agreement or breaching its obligations hereunder, the Town may, at its convenience, suspend the services of the Contractor by giving the Contractor written notice one (1) day in advance of the suspension date. Upon receipt of such notice, the Contractor shall cease its work in as efficient a manner as possible so as to keep its total charges to the Town for services under this Agreement to the minimum, but in no circumstance later than

three (3) business days after receipt of the notice of suspension. No work shall be performed during such suspension except with prior written authorization by the Town Representative (as defined below). If a suspension is still in effect thirty (30) calendar days after the Contractor's receipt of the notice of suspension, the Contractor may terminate this Agreement by providing the Town with written notice of termination. Upon the Town's receipt of such notice of termination from Contractor, this Agreement will be deemed terminated.

5. Compensation. In consideration of the services to be performed pursuant to this Agreement, the Town agrees to pay the Contractor the amounts set forth in Exhibit A. Total compensation shall not exceed Amount spelled out Dollars (\$Numeric amount). The budget by task and staff member shown in Exhibit A is for estimating purposes only. The Contractor may allocate the cost of the project across project staff and tasks so long as the total contract amount is not exceeded. The Town shall provide no benefits to the Contractor other than the compensation stated above. The Contractor shall bill its charges to the Town periodically, but no more frequently than once a month.

6. Qualifications on Obligations to Pay. No partial payment made by the Town shall be considered final acceptance or approval of that part of the Scope of Services paid for or shall relieve the Contractor of any of its obligations under this Agreement. Notwithstanding any other terms of this Agreement, the Town may withhold any payment (whether a progress payment or final payment) to the Contractor if any one or more of the following conditions exists:

a. The Contractor is in default of any of its obligations under this Agreement, including without limitation the obligation to maintain insurance and provide Certificates of Insurance to the Town in accordance with Section 13 (Insurance).

b. Any part of such payment is attributable to services that are not performed in accordance with the terms of this Agreement and its associated exhibit(s). The Town will pay for any portion of the services performed in conformance with this Agreement and its associated exhibit(s).

c. The Contractor has failed to make payments promptly to any third-party used to perform any portion of the services hereunder, subject to Paragraph 9, for which the Town has made payments to the Contractor.

7. Town Representative. The Town will designate, prior to commencement of work, its project representative (the "Town Representative") who shall make, within the scope of his or her authority, all necessary and proper decisions with reference to the Scope of Services. All requests for contract interpretations, change orders, and other clarification or instruction shall be directed to the Town Representative.

8. Independent Contractor. The Contractor agrees that the services to be performed by the Contractor are those of an independent contractor and not of an employee of the Town. **The Contractor is obligated to pay federal and state income tax on any moneys earned pursuant to this Agreement. Neither the Contractor nor its employees, if any, are entitled to workers' compensation benefits from the Town for the performance of the services described in this Agreement.**

9. Assignment. The Contractor shall neither assign any responsibilities nor delegate any duties arising under this Agreement to a third party without the prior written consent of the Town, which may be granted or denied in Town's sole discretion.

10. Standard of Care. The Contractor shall perform the services hereunder at or above the standard of care of those in its profession or industry providing similar services in the Town's local area; provided, however, that in the event the standard of care is higher in the local area where the Contractor's office primarily responsible for providing the services is located, then the standard of care applicable to the local area where the Contractor's office is located shall be applicable to such services.

11. Accuracy of Work. The Contractor represents, covenants, and agrees that its work will be accurate and free from any material errors. The Contractor shall correct any errors or deficiencies in the Contractor's services of which it becomes aware promptly and without additional compensation unless such corrective action is directly attributable to errors or deficiencies in information furnished by the Town. The Town's approval of the Contractor's services shall not diminish or release the Contractor's duties or obligations hereunder, since the Town is ultimately relying upon the Contractor's skill and knowledge to perform the Scope of Services. The obligations contained in this Section 11 shall survive for a period of two (2) years following termination or expiration of this Agreement.

12. Duty to Warn. The Contractor agrees to call to the Town's attention errors in any drawings, plans, sketches, instructions, information, requirements, procedures, and other data supplied to the Contractor by the Town or a third-party that it becomes aware of and believes may be unsuitable, improper, or inaccurate in a material way. However, the Contractor shall not independently verify the validity, completeness, or accuracy of such information unless otherwise expressly engaged to do so by the Town. Nothing shall detract from this obligation unless the Contractor advises the Town in writing that such data may be unsuitable, improper, or inaccurate and the Town nevertheless confirms in writing that it wishes the Contractor to proceed according to such data as originally given.

13. Insurance.

a. During the term of this Agreement, the Contractor shall purchase and maintain, at its own cost and expense, the following:

i. Workers' compensation insurance for its employees, if any, as required by Colorado law with limits of at least \$500,000 per injury or illness an employee suffers as a result of providing the services hereunder, with a \$500,000 aggregate per occurrence.

ii. Employer's liability insurance with limits of at least \$500,000 per employee/accident and \$1,000,000 aggregate.

iii. Commercial general liability insurance covering, without limitation, premises operations, products-completed operations, contractual liability insuring the obligations assumed by the Contractor under this Agreement, personal and advertising injury, and broad form property damage, with limits of at least \$2,000,000 per occurrence for bodily injury, death or damage to property; \$2,000,000 per occurrence for personal and advertising injury; \$2,000,000 products-completed operations; and \$2,000,000 general aggregate; and

iv. Automobile liability insurance covering all owned, hired and non-owned vehicles used in the performance of the Contractor's services under this Agreement with a limit of at least \$2,000,000 combined per accident for bodily injury and property damage; and

b. The insurance required herein may be satisfied through any combination of primary and excess/umbrella liability policies.

c. The insurance required herein shall be written by an insurance company or companies that (i) have an A.M. Best Company rating of “A-VII” or better, and (ii) are authorized to issue insurance in the State of Colorado.

d. The Town, the Town Representative, and the Town’s directors, officers, employees, and ____ shall be endorsed as “Additional Insureds” under the (i) commercial general liability insurance policy for both ongoing and completed services for a period of two (2) years ; and (ii) automobile liability policy.

e. The Contractor shall provide a waiver of subrogation endorsement, or its equivalent, under the (i) workers’ compensation; (ii) commercial general liability; and (iii) automobile liability insurance policies in favor of the Town, its directors, officers, agents, and employees.

f. All liability insurance policies required herein shall provide that the coverage is primary and non-contributory to other insurance available to the Town and its directors, officers, agents, and employees. Any insurance maintained by the Town and its directors, officers, agents, and employees shall be excess of and shall not contribute with the Contractor’s insurance.

g. Prior to commencement of performance, the Contractor shall provide certificates of insurance satisfactory to the Town that clearly evidence all insurance coverages required herein, including but not limited to endorsements (individually and collectively, “Certificates of Insurance”). The Contractor agrees that, until the Town is supplied with Certificates of Insurance, no payment under this Agreement will be made by the Town. The Contractor will provide the Town with updated Certificates of Insurance within ten (10) calendar days of the anniversary of the effective date of coverage should that date fall during the term of this Agreement. Failure of the Town to require Certificates of Insurance or to identify a deficiency in coverage shall not relieve the Contractor of its responsibility to provide the specific insurance coverages set forth herein.

h. Subject to Section 9 (Assignment), the Contractor shall require each subcontractor and/or third-party performing work for the Contractor related to the Scope of Services to purchase and maintain insurance of the types and with policy limits no less than those required of Contractor under this Section 13. All general liability policies carried by a subcontractor and/or third-party shall be endorsed to include the Additional Insureds identified above. Each subcontractor and/or third-party shall be required to provide Contractor, upon request, with certificates of insurance evidencing such coverage prior to commencement of work by a subcontractor and/or third party.

i. The insurance policies afforded hereunder shall not be cancelled or allowed to expire unless at least thirty (30) days’ prior written notice has been delivered to the Town, except in the event of cancellation due to non-payment of a premium, in which case notice shall be given to the Town no later than ten (10) days prior to cancellation of the policy. Upon receipt of any notice of cancellation or non-renewal, the Contractor shall, within five (5) days, procure other policies of insurance as necessary to comply with this Section 13 and provide Certificates of Insurance evidencing the same to the Town. Notwithstanding the provisions contained in Section 18 (Remedies), if the Contractor fails to procure the required insurance or provide the Town with Certificates of Insurance within the timeframe provided, the Town may terminate or suspend this Agreement upon written notice to the Contractor.

14. Intentionally Deleted.

15. Compliance with Laws. The Contractor is obligated to familiarize itself and comply with all laws applicable to the performance of the Scope of Services, including without limitation all state and local licensing and registration requirements.

16. Acceptance Not Waiver. The Town's approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights or benefits provided to the Town under this Agreement.

17. Default. Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either Party should fail or refuse to perform according to the terms of this Agreement, such Party may be declared in default.

18. Remedies. Except as provided in Section 13(i) (Insurance), in the event a Party declares a default by the other Party, such defaulting Party shall be allowed a period of ten (10) days within which to cure said default. In the event the default remains uncorrected, the Party declaring default may elect to (a) terminate the Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (c) avail itself of any other remedy at law or equity. If the non-defaulting Party commences legal or equitable actions against the defaulting Party, the defaulting Party shall be liable to the non-defaulting Party for the non-defaulting Party's reasonable attorney fees and costs incurred because of the default.

19. Indemnification; No Waiver of Liability or Immunity. The Contractor agrees to indemnify, defend, and hold harmless the Town and its officers, directors, employees, agents, engineers/architects and attorneys from any and all damages and liabilities arising from the Contractor's negligent acts or intentional omissions. The Contractor's obligations under this Section 19 shall be to the fullest extent permitted by law and shall survive termination or expiration of this Agreement. **Notwithstanding any other provision contained in this Agreement, including but not limited to Exhibit A, the Town does not agree to defend, indemnify, or hold harmless the Contractor or waive or limit the Contractor's liability (either by type of liability or amount).** The Town is relying on and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, defenses, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as from time to time amended, or otherwise available to the Town or its officers or employees.

20. Binding Effect. This writing constitutes the entire agreement between the Parties and shall be binding upon the Parties, their officers, employees, agents and assigns and shall inure to the benefit of the Parties' respective survivors, heirs, personal representatives, successors and permitted assigns.

21. Amendment. No amendment or modification of this Agreement shall be binding upon the Parties unless the same is in writing and approved by a duly authorized representative of each Party.

22. Law; Venue. The laws of the State of Colorado shall govern the construction, interpretation, execution, and enforcement of this Agreement. Venue for any dispute between the Parties arising out of or relating to this Agreement shall be in the State of Colorado District Court for El Paso County.

23. Severability. In the event any term or condition of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

24. Annual Appropriation. The Town's obligations hereunder are subject to the annual appropriation of funds necessary for the performance thereof, which appropriations shall be made in the sole discretion of the Town Council of the Town.

25. Township of Work Product. All documents such as reports, plans, drawings and contract specifications, information, and other materials prepared or furnished by the Contractor (or the Contractor's independent professional associates, permitted subcontractors, and consultants) and paid for pursuant to this Agreement are instruments of public information and property of the Town. All internal documents which support the public information such as field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by the Contractor as instruments of service shall be provided to the Town. The Town understands such documents are not intended or represented to be suitable for reuse by the Town or others for purposes outside the specific scope and conditions of the Scope of Services. Any reuse without written verification or adaptation by the Contractor for the specific purpose intended will be at the Town's sole risk and without liability or legal exposure to the Contractor, or to the Contractor's independent professional associates, permitted subcontractors, or consultants.

26. Taxes. The Town is a governmental entity and is therefore exempt from state and local sales and use tax. The Town will not pay for or reimburse any sales or use tax that may not directly be imposed against the Town. The Contractor shall use the Town's sales tax exemption for the purchase of any and all products and equipment on behalf of the Town.

27. Time is of the Essence. All times stated in this Agreement are of the essence.

28. Notices. All notices which are required, or which may be given under this Agreement shall be effective when mailed via registered or certified mail, postage prepaid and sent to the address first set forth above.

29. Counterparts, Electronic Signatures and Electronic Records. This Agreement may be executed in multiple counterparts, each of which shall be an original, but all of which, together, shall constitute one and the same instrument. The Parties consent to the use of electronic signatures and agree that the transaction may be conducted electronically pursuant to the Uniform Electronic Transactions Act, § 24-71.3-101, et seq., C.R.S.

30. No Third-Party Beneficiaries. The Parties to this Agreement do not intend to benefit any person not a party to this Agreement. No person or entity, other than the Parties to this Agreement, shall have any right, legal or equitable, to enforce any provision of this Agreement.

31. Section Headings. The section headings in this Agreement have been inserted for convenience of reference only and shall not affect the meaning or interpretation of any part of this Agreement.

32. Not Construed Against Drafter. Each Party acknowledges that it has had an adequate opportunity to review each and every provision contained in this Agreement, including the opportunity to consult with legal counsel. Based on the foregoing, no provision of this Agreement shall be construed against either Party by reason of such Party being deemed to have drafted such provision.

[Signature Pages Follow]

TOWN:

TOWN OF MONUMENT, a home-rule municipality
organized under the laws of the State of Colorado

By: _____
Name: _____
Title: _____
Date: _____

CONTRACTOR:

NAME OF CONTRACTOR

By: B. L. Ouffany
Name: Brian L. Ouffany
Title: Principal
Date: 12/20/2024

By: Daniel R. Guiverson
Name: DANIEL R. GUIVERSON
Title: SENIOR PRINCIPAL
Date: 12-20-24

**EXHIBIT A
SCOPE OF SERVICES AND COMPENSATION**

(Attach Contractor's proposal or other documentation if available and intended for incorporation into the Agreement)

PROPOSAL

DEVELOPMENT IMPACT FEE NEXUS STUDY

Prepared by:

Economic & Planning Systems, Inc.

Prepared for:

Town of Monument

November 22, 2024

EPS #243153

730 17th Street, Suite 630
Denver, CO 80202
303 623 3557 tel

Denver
Los Angeles
Oakland
Sacramento

epsys.com

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November 22, 2024

Mr. Dan Ungerleider, AICP
Director of Planning
Town of Monument
submitted via email to planning@tomgov.org

Subject: Development Impact Fee Nexus Study; EPS #243153

Dear Dan:

Economic & Planning Systems (EPS) is pleased to submit a proposal to prepare a Development Impact Fee Nexus Study for the Town of Monument.

EPS is a national land economics consulting firm that has provided services to public and private sector clients for nearly 40 years. We provide a full spectrum of services related to real estate development, the financing of public infrastructure and government services, land use and transportation, economic development, and housing economics and policy. Our staff of 56 includes economists and planners with a passion for helping our clients achieve the best outcomes for their communities.

EPS has completed hundreds of impact fee studies. In this work, EPS draws from our broad range of practice areas. This enables us to understand and approach impact fee assignments holistically with the policy issues and objectives and end game in mind. Impact fee studies are not simply “math exercises,” they have important implications on community and economic development and fiscal sustainability. Our approach, comprehensive practice areas, and collaborative style allows us to give our clients the most value, plus confidence and ownership in the recommendations coming from our work.

Brian Duffany, Principal, will lead and manage the project from our Denver, Colorado office. Brian has over 20 years of consulting experience in economic and community development; impact fees and cost of growth analyses; and housing strategies and policies. He has lead the cities of Aurora, Commerce City, Brighton, Fort Collins, and Littleton through recent impact fee updates including the technical studies and City Council processes.

Colton Harguth, Senior Associate, will co-manage the project with Christian Carroll, Associate. Colton has six years of experience, the past three at EPS in which he has contributed to several impact fee studies. He also has experience developing rigorous pro forma cash flow models that test project feasibility and estimate profits among partners in real estate transactions.

The Economics of Land Use



*Economic & Planning Systems, Inc.
730 17th Street, Suite 630
Denver, CO 80202-3511
303 623 3557 tel
303 623 9049 fax*

*Denver
Los Angeles
Oakland
Sacramento*

www.epsys.com

Colton is skilled at collecting, analyzing, and presenting data to deliver findings that support the overall project narrative and resonate with both public and private sector stakeholders. Christian has experience as a current and long-range planner for a municipality, and experience at EPS on park and fire district impact fee studies, and fiscal and economic impact analysis.

We are excited about the opportunity to work with the Town and look forward to discussing our proposal and experience with you. Our proposal follows this letter including our proposed scope of work, qualifications, and key personnel. If you have any questions or would like additional information, please contact Brian Duffany at (720) 460-3302 or bduffany@epsdenver.com.

We are pleased to partner with Bohannon Huston, Inc. (BHI). BHI is a full service planning and engineering firm providing civil, water and wastewater, and transportation engineering in addition to community and neighborhood planning. Conducting the impact fee program with the Comprehensive Plan creates opportunities to align the Town's capital improvement plan (CIP) with community values. The impact fee program then becomes part of the implementation steps from the Comprehensive Plan. EPS and BHI are both proposing on the Comprehensive Plan project which creates consistency and efficiencies.

Sincerely,

ECONOMIC & PLANNING SYSTEMS, INC.

A handwritten signature in black ink, reading "Brian L. Duffany". The signature is fluid and cursive, with the first name "Brian" being larger and more prominent than the last name "Duffany".

Brian L. Duffany
Principal

Project Understanding

The Town of Monument would like to update its current Development Impact Fee Program, which has not been evaluated in many years. The Town therefore needs a new nexus study to establish the relationship between the fees being charged and growth-related projects. In addition, the entire program may need to be reevaluated and recalibrated. EPS' experience is that older impact fee programs need to be reviewed thoroughly against best practices, but also to verify that the fee program is still a good fit for the types of projects that need to be funded and for the growth and land use context. Impact fees must meet strict legal standards, so the project will ensure that the Town's fee program meets the requirements of Colorado law and overarching federal case law, particularly *Scheetz vs. Eldorado County, CA*, a 2024 US Supreme Court decision.

The project is anticipated to result in an updated development impact fee program and fee schedule, and potentially other exaction policies or approaches to help fund a range of transportation, Town facilities and fleet, parks and recreation, and school facilities projects important to the Town's future and quality of life. The proposed fee program will supplement and complement existing funding sources by having new development pay a proportional share of the costs of these needed facilities. The fee program can also support economic development and quality of life by helping the Town provide the infrastructure needed to support quality of life and economic competitiveness.

Successful impact fee and exaction programs are underpinned by thoughtful planning; reasonable expectations of the percentage of costs that can be recovered from fees; sound technical analysis; and most importantly a transparent process that builds understanding leading to support of the adopted fee program. The process is a particularly important aspect of this study.

Project Approach

Based on our understanding of Monument and the background leading up to this study, we believe the key issues are related to creating an understandable and defensible methodology, and communicating the results, as outlined below.

- **Level of Service Standards and Costs** – This study needs to document the Town's service and facility provision standards and clearly identify specific projects or types of projects to be funded with impact fees.

- **Understandable Fee Levels** – We will clearly identify specific projects and types of projects to be included in a fee program. Collecting fees is a pledge to the public to spend them on identifiable projects.
- **Legally Defensible** - The Nexus Study will comply with applicable State law and federal and state case law. The fees should be based on explicit growth and cost assumptions and sound nexus arguments that ensure the types of improvements and facilities, and the costs of the improvements and facilities are directly attributable to benefiting land uses.
- **Financially Effective** - The fees developed should provide a meaningful amount of revenue to fund the required capital facilities. We have recommended to some clients that they remove certain fee categories because revenue expectations are not sufficient to be worthwhile collecting (i.e., if you collect the fee, can you spend it on an eligible project?)

Proposed Scope of Work

Our proposed Scope of Work is presented below. Nexus studies like this can take many directions and we welcome your feedback on any areas where we may need to calibrate the scope and budget to best meet your needs. Regular check-in meetings with the Town's project manager are included in this Scope of Work. We are assuming that EPS will prepare a nexus study for the following fee categories:

- Parks and Open Space
- Police
- Town facilities
- Town fleet
- Schools
- Transportation (roads and multimodal facilities)

We have not included water connection fees in this proposal. We do not feel there is sufficient information provided in the RFP and Q&A responses to scope a water impact fee. Updating water impact fees may need to be done with a rate study to ensure the right balance of O&M costs are assigned to rates and capital costs assigned to connection fees. The scope of a water connection fee study may be substantially larger, or not, depending on the state of the Town's water resource and infrastructure planning. BHI has the expertise to conduct this work for the Town if desired.

Task 1: Kickoff and Project Management

This task covers time for a kickoff meeting, ongoing coordination with the Town, and data collection. During the kickoff call, we will discuss the Town's capital needs, growth patterns, and funding structure. This information will inform our evaluation of the appropriate method for calculating the impact fees in Task 4.

Some of the following types of information will be requested:

- Asset inventories, replacement costs, estimated depreciation
- Outstanding debt and cash reserves, any revenues dedicated to debt payments
- Capital improvement and fleet replacement schedules or plans

Task 2: Study and Fee Program Parameters

Since this is an update to an older impact fee study and program, many assumptions and guidelines may need to be reexamined. This task covers research and evaluations by EPS, and conversations with Town staff to frame up the key initial parameters of the study. There will inevitably be follow-up and revisiting of assumptions later as nexus studies typically require some iterations of analysis to arrive at the best methodology.

- **Time Horizon for Fee Calculation:** Nexus studies can consider Comprehensive Plan buildout or shorter time periods. In either case the list of capital needed must be consistent with the timeframe under consideration. The choice of timeframe will be based in part on an assessment of the accuracy and availability of land use and project cost data.
- **Land Use Categories:** Verify the land use categories for which separate fees will be calculated. The consultant team will also define the operative land use assumptions such as persons per household and employees per square foot to be used to forecast growth and facility demand.
- **Growth Projections:** If selected for the comprehensive development plan update, EPS will prepare growth forecasts, which could be used in this study so that there is a consistent set of growth assumptions in the Town. EPS can also work with the selected consultant to ensure that the Comp Plan provides these key inputs, or to understand if EPS will need to develop them.
- **Criteria for Eligible Capital Facilities:** Defining the criteria is an important step to ensure that Town staff come to a consensus on the purpose of the fee program. Projects to be included are typically those that are not fully funded by other sources, are not the specific responsibility of one development project's mitigation and meet the legal requirements for impact fees. We will work with Town staff to obtain their input on how project eligibility should be determined and establish a set of criteria that is responsive to those needs.

Other parameters

- Determine the drivers of demand for capital equipment (e.g., new homes, new commercial space, and new people).
- Discuss on what unit of development the fee will be collected.
- Determine the time period for the study and plan-based method, if needed.

- Evaluate how other funding sources (dedicated infrastructure taxes, grants, debt, developer commitments) will affect the fee program and calculations.

Task 3: Capital Project Inventory and Analysis

Capital Projects List

Working closely with the Town, the EPS Team will develop a list of capital facilities improvements to be potentially funded in full or in part by the fee program. The key documents that will serve as a basis for this effort are expected to include the existing Capital Improvement Program, the updated Comprehensive Plan, and applicable plans and studies for other public facilities (e.g., parks and recreation, public safety, and municipal facilities). It is important to document the Town's service standards and needs for each major capital project category. If there are no formally adopted service standards, the analysis may need to use the current level of service for each facility type.

Projects that are clearly ineligible for impact fee revenues, such as those designed to correct existing deficiencies, those related to ongoing operations and maintenance, or those with existing funding in place, will not be included. If there are hybrid projects that will repair existing deficiencies and expand capacity, we will allocate the portion of the project that is growth-related and eligible for impact fee funding. The outcome of this task will be a list of capital projects for:

- Parks & Open Space
- Police
- Town facilities
- Town fleet
- Schools
- Transportation (roads and multimodal facilities)

Task 4: Select Nexus Study Methodologies

The Study will use one or both of the most commonly used methods for impact fees. The best method will be selected for each fee category depending on the nature of project cost information and project timing, and growth expectations affecting that service category.

Incremental Expansion or Standards-Based Method

The incremental expansion method converts the value of the Town's assets into a cost per service demand unit (e.g., per dwelling unit, per square foot of development, per capita). The fee is calculated as the cost per service demand unit net of outstanding debt. This method is the most commonly used and is also a good fit when capital needs are uncertain and/or when growth is unpredictable.

Plan-Based Method

The plan-based method is best suited to cases where there are a defined set of projects or capital purchases needed and there is a fair degree of certainty on future development patterns. This method requires more detailed capital planning, which small jurisdictions do not always have the resources to do. This approach may be more feasible given that the Town is planning to update its Comprehensive Development Plan in conjunction with this study. In this method, the fee is essentially the capital improvement costs divided by the amount of growth over the defined time period.

Task 5: Land Use Inputs and Forecasts

This task establishes the land use and socioeconomic inputs for the fee calculations: population, demographics and household characteristics, growth forecasts, and existing and forecasted land use. If EPS and BHI are selected for the Comprehensive Plan Update, these inputs can be captured as part of that project and used to create land use forecasts for the nexus study. EPS can also work with the selected consultant on the Comprehensive Plan to ensure the right information comes out of the Plan to inform this study. The following analyses and research are anticipated:

- Assemble a GIS parcel database with land use and improvement information.
- Estimate the current land use inventory in the town (e.g., the number of dwelling units and square feet of nonresidential development).
- Estimate growth trends in the town through building permits, parcel records, and any other relevant data the Town may be able to identify.

Task 6: Fee Category Nexus Studies

The Nexus Study will document the analysis supporting the maximum justifiable impact fees for parks and open space, police, Town facilities, Town fleet, schools, and transportation using the selected methodology. Since this work will vary based on the methodology selected, some highlights for this task are outlined below.

- **Level of service data** – Compile and summarize facility and equipment inventories and replacement costs to define the level of service.
- **Service population** – Determine the appropriate service population or unit of development for a standards-based approach, accounting for commuting patterns.
- **Housing unit size calibrations** – Collect and analyze local and secondary data to justify a gradation of fees based on unit size.

- **Nonresidential calculation or occupancy factors** – Develop factors for calculating fees based on the occupancy and service demand characteristics of nonresidential space.
- **Student generation rates** – Consult the School District on enrollment trends, facility needs, student generation rates, and standards of facility space per student. Develop or apply student generation rates to major land use categories to estimate facility demand and cost per unit of development.
- **Credits** – Account for current and future debt, and other funding sources (e.g., grants) in fee calculations to ensure there is no “double paying.”

The general approach for each impact fee category is outlined below, using the incremental expansion method as an example. This workflow will vary if the plan-based method is used.

Task 6.1 – Parks & Open Space

- Gather asset costs of any facilities and recent development costs of any new parks
- Understand any debt that parks & open space may have and deduct the remaining principal from the replacement cost
- Summarize total park acreage
- Develop a total park replacement cost and land replacement cost
- Determine the replacement cost per capita

Task 6.2 – Police

- Gather replacement costs of any facilities and fleet (including a replacement schedule)
- Understand any debt that police may have and deduct the remaining principal from the replacement cost
- Develop a total replacement cost
- Determine a replacement cost per capita

Task 6.3 – Facilities

- Gather replacement costs of any Town facilities
- Understand any debt that the Town may have and deduct the remaining principal from the replacement cost
- Develop a total replacement cost
- Determine a replacement cost per capita

Task 6.4 – Fleet

- Gather replacement costs of all Town fleet
- Understand any debt that the Town may have and deduct the remaining principal from the replacement cost

- Develop a total replacement cost
- Determine a replacement cost per capita

Task 6.5 – Schools

- Gather replacement costs of any School Facilities and Fleet
- Understand any debt that the School District may have and deduct the remaining principal from the replacement cost
- Determine the number of students in the school district
- Develop a total replacement cost
- Determine a replacement cost per capita

Task 6.6 – Transportation

Similarly, we will determine the best method or combination for calculating a roadway capacity fee and a multimodal facilities impact fee.

- **CIP Approach** – This may depend on how much transportation planning is included in the Comprehensive Plan. The general approach is to forecast growth by major land use category, and determine the projects needed to accommodate that growth. The costs are converted to a cost per trip, and the fee is calculated on trip generation rates of each land use type using the ITE Manual. This is a data-intensive approach that may not be realistic in Monument.
- **Consumption Approach** – This is the transportation equivalent of the incremental expansion method. It charges new development the average cost of transportation capacity used by each increment of new development. The fees are based on either the vehicle miles travelled (VMT) or vehicle miles of capacity (VMC) used characteristics of different land use types.

Task 7: Nexus Study Report

EPS will compile the key findings and required elements of the technical analysis into a Draft and Final Nexus Study.

Task 8: Adoption Process

This task includes two in-person meetings with Town Council or other appropriate body to present and discuss the study and its recommendations. EPS has found that Council members ask complex policy questions when considering impact fees. Having a senior EPS staff person present to facilitate these meetings helps the decision process.

Optional Add-On Tasks

Below are tasks that the Town may consider including in this study, if necessary. These tasks are above and beyond the tasks listed above and are not included in the total proposed budget for the project.

Economic Development and Real Estate Stakeholder Outreach

Economic development and real estate interests may have questions or concerns about the impact fee program changes. We can work with the Town to design an outreach process to engage these or other groups, if desired.

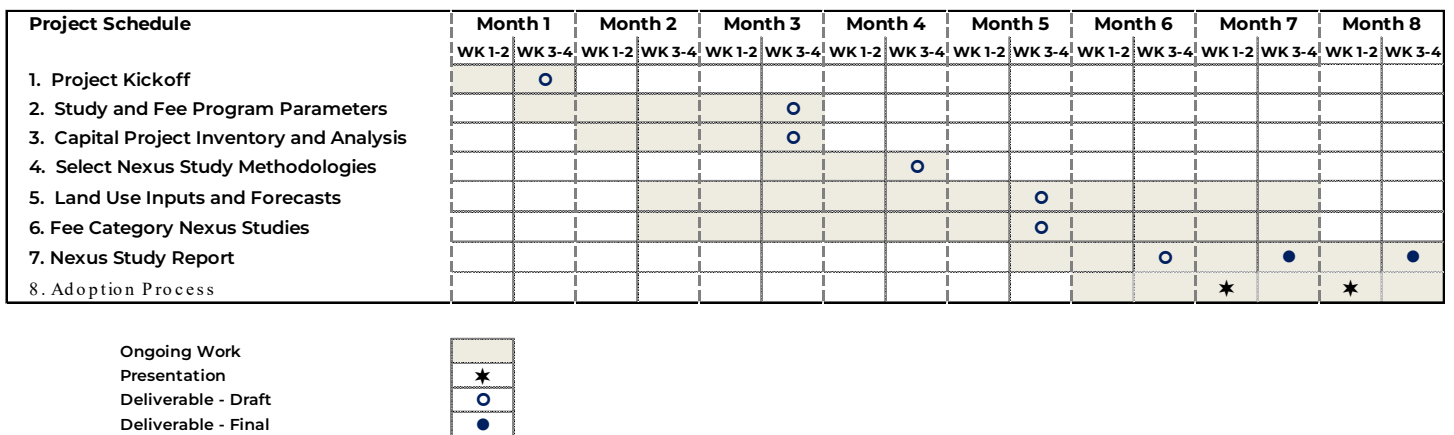
Water Impact Fee and/or Rate Study

If requested by the Town, EPS and BHI will develop a scope of work and cost estimate for a water impact fee study. We will convene (at no charge) scoping discussions with the Town.

Proposed Schedule

The approximate timeline in number of months is shown below. We may want to consider with you where the schedule for the impact fee study fits with the Comprehensive Plan Update. If awarded the project, we will work with you to define a more specific timeline by month.

Figure 1. Proposed Schedule



Proposed Fee

The cost is not to exceed **\$103,550** without authorization from the Town, as shown in **Table 1**. The hours and costs by staff level and task are estimates; EPS may allocate the budget across tasks and staff levels as needed so long as the total budget is not exceeded without authorization. As stated on page 4, water fees are not included in the proposed budget.

Table 1. Proposed Budget by Task and Staff

Description	EPS					BHI			Total
	Principal	Senior Associate	Associate	Research/Support	Total	Transport. Engineer	Transport. Planner	Total	
Billing Rate (2025 rates)	\$255	\$180	\$160	\$120		\$215	\$145		
Task 1: Kickoff and Project Management	4	8	8	0	\$3,740	4	4	\$1,440	\$5,180
Task 2: Study and Fee Program Parameters	2	4	12	0	\$3,150	4	8	\$2,020	\$5,170
Task 3: Capital Project Inventory and Analysis	8	8	12	0	\$5,400	8	20	\$4,620	\$10,020
Task 4: Select Nexus Study Methodology(ies)	2	4	8	0	\$2,510	4	4	\$1,440	\$3,950
Task 5: Land use inputs and forecasts	2	16	8	16	\$6,590	0	8	\$1,160	\$7,750
Task 6: Nexus Studies									
Parks & Open Space	2	0	32	16	\$7,550	0	0	\$0	\$7,550
Police	2	12	0	8	\$3,630	0	0	\$0	\$3,630
Facilities	2	12	0	8	\$3,630	0	0	\$0	\$3,630
Fleet	2	12	0	8	\$3,630	0	0	\$0	\$3,630
Schools	8	24	0	8	\$7,320	0	0	\$0	\$7,320
Transportation	<u>16</u>	<u>0</u>	<u>24</u>	<u>0</u>	<u>\$7,920</u>	<u>20</u>	<u>60</u>	<u>\$13,000</u>	<u>\$20,920</u>
Subtotal	32	60	56	48	\$33,680	20	60	\$13,000	\$46,680
Task 7: Nexus Study Report	12	16	16	8	\$9,460	4	20	\$3,760	\$13,220
Task 8: Adoption Process									
Council Workshop (incl. preparation)	8	6	6	0	\$4,080	8	0	\$1,720	\$5,800
Council Regular Meeting (incl. preparation)	<u>8</u>	<u>6</u>	<u>6</u>	<u>0</u>	<u>\$4,080</u>	<u>0</u>	<u>0</u>	<u>\$0</u>	<u>\$4,080</u>
Subtotal	16	12	12	0	\$8,160	8	0	\$1,720	\$9,880
Expenses									
Data and Misc. Expenses					\$500			\$500	\$1,000
Local Travel					<u>\$350</u>			<u>\$350</u>	<u>\$700</u>
Subtotal					\$850			\$850	\$1,700
Total Scope of Work	78	128	132	72	\$73,540	52	124	\$30,010	\$103,550
Optional Add-On Tasks									
Economic Development and Real Estate Stakeholder Outreach	16	16	0	0	\$6,960	0	0	\$0	\$6,960
Water Impact Fee and/or Rate Study				To be scoped			To be scoped		To be scoped

Source: Economic & Planning Systems



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Denver | Los Angeles | Oakland | Sacramento

Qualifications

About Economic & Planning Systems

Economic & Planning Systems, Inc. (EPS) is a land economics consulting firm experienced in the full spectrum of services related to real estate development, the financing of public infrastructure and government services, land use and conservation planning, and government organization.

EPS was founded on the principle that real estate development and land use-related public policy should be built on realistic assessment of market forces and economic trends, feasible implementation measures, and recognition of public policy objectives, including provisions for required public facilities and services.

AREAS OF EXPERTISE

- ▶ Real Estate Economics
- ▶ Public Finance
- ▶ Land Use & Transportation
- ▶ Economic Development & Revitalization
- ▶ Fiscal and Economic Impact Analysis
- ▶ Housing Policy
- ▶ Public-Private Partnership (P3)
- ▶ Parks and Open Space Economics

Clients Served

Since 1983 EPS has provided consulting services to hundreds of public- and private-sector clients in Colorado and throughout the United States. Clients include cities, counties, special districts, multi-jurisdictional authorities, property owners, developers, financial institutions, and land use attorneys.

Staff Capabilities

The professional staff includes specialists in public finance, real estate development, land use and transportation planning, government organization, and computer applications. The firm excels in preparing concise analyses that disclose risks and impacts, support decision making, and provide solutions to real estate development and land use-related problems.

Experience

EPS assembles comprehensive financing plans, funding sources, and tools for public infrastructure and services and economic development incentives analyses including:

- **Impact Fee Studies** - EPS prepares impact fee nexus studies to establish the nexus and proportionality requirements needed by law to levy impact fees. EPS is familiar with and uses both standards-based and plan-based methods. We select the appropriate methodology depending on the growth and land use context, types of capital projects to be funded, and available land use and project data. We are also mindful of other policy objectives such as potential impacts to housing costs and economic development and have tools to modify the fee structure so that smaller less expensive homes pay less. For nonresidential fees, we consider the competitive landscape and fee levels in surrounding communities, and other available local incentives.
- **Infrastructure Financing Strategies** - EPS provides a range of services necessary to fund and build community facilities and capital improvements and provide for their ongoing operation and maintenance. We strive to prepare achievable financing plans that respond to public and private objectives and make creative use of available financing.
- **Special Tax and Assessment Districts** - EPS offers extensive expertise in the full range of economic and financial services related to formation and funding of Special Tax and Assessment Districts. EPS prepares assessment rates, special tax formulas, hearing reports, and other documents required for a Resolution of Intention, such as the List of Authorized Services.

Project Profiles

Capital Expansion Fee Nexus Study

Fort Collins, Colorado

The City of Fort Collins hired EPS to update the Nexus Study supporting its Capital Expansion Fee (CEF) program. The CEF study process was done in the context of high housing costs that continue to increase, concerns about economic and racial equity, and a major update to its water and wastewater connection fees and user rates. EPS helped facilitate conversations with the City Council Finance Committee, drawing on our broad practice areas in affordable housing and community economics to help the City understand the rationale for the fees and the impacts on development, compared to existing residents (only new development pays impact fees).

The technical study included a full inventory of capital facilities and equipment, replacement cost estimates, and the demographic and land use inputs to the fee calculations. EPS explored different fee schedule approaches ranging from a flat fee to graduated fees based on home size to recognize that smaller homes on average have a lower impact on service demand. The impact fees will be considered for adoption 1Q 2024.

Development Cost Impact Fee Nexus Study

Aurora, Colorado

Aurora is a fast-growing city of 374,000 people with a diverse population and diverse real estate and land use conditions. With several new City Council members and a new mayor, staff was directed to update the City's Capital Impact Fee (CIF) that was originally established in 2008 through a joint study led by City staff with close oversight from a development advisory group (DAG). The 2008 impact fee study resulted in residential fees totaling approximately \$1,500 per unit due to the methodology used to credit fees for other revenue or funding sources, based on budget and growth policy at the time. These fees were far below any other community in Metro Denver.

In recent years, Aurora has been a more desirable place to develop as it has a robust water supply and well-located undeveloped land between DIA and I-70. Staff was directed by Council to update the CIF program and hired EPS to conduct the required nexus study. EPS' review of the 2008 study indicated that an entirely new impact fee study was warranted based on changes in budget policy and the City's level of service. EPS reestablished the level of service to be used in the CIF calculations and prepared an updated nexus study.

The City's offices and facilities for staff and fleet are at capacity, and the City needed to incorporate a municipal facilities fee in the impact fee program. EPS developed a staff and space demand model linked to facilities cost estimates (per sq. ft.) to calculate a new facilities impact fee.

The most challenging and most important aspect of the project was leading and facilitating a process with City Council and the Homebuilders Association on the merits of the new fee program and pros and cons of various approaches and policies. The new impact fees were adopted by City Council in June 2019.

Impact Fee Update

Littleton, Colorado

The City of Littleton adopted its first impact fees in 2013 using an acceptable but simplified nexus study. The City made minor updates to this study over the years, but needed a refreshed approach to more accurately reflect current costs, levels or service, housing policy goals, and a new Transportation Master Plan (TMP). In particular, the TMP contained several multimodal projects that the City wished to

fund partially with impact fees. A major issue also needed to be addressed in the current fee schedule. The impact fees were charged at a flat rate per dwelling unit and per nonresidential square foot. In order to be more proportional to the impact by land use category, changes in methodology were needed to establish a better nexus between the fees charged and impacts by land use.

EPS completed a new fee study with an updated methodology reflecting current best practices. Residential fees are now varied by housing unit type, and transportation fees are graduated based on trip generation characteristics rather than a flat rate. In addition, EPS devised calculations for a new multimodal improvements fee to fund projects the community desires, and identified in the TMP, to move more travel to nonmotorized options. The fees were adopted in 2021.

Impact Fee Nexus Study

Brighton, Colorado

The City of Brighton needed a new impact fee study to re-establish the nexus of its impact fees since its fee program and nexus study predated most of the staff responsible for implementing impact fees. EPS prepared a new nexus study for Police, General Fund facilities and fleet, and transportation and multimodal improvements. A creative approach was used that combined three different methodologies for different fee categories based on available data and the uncertainty of the timing of some capital expenditures. EPS used a standards-based approach for police, facilities, and fleet since capital needs and timing of costs were hard to predict in this case. For roads, EPS used an incremental capacity method based on VMT and the cost of providing incremental capacity. The roadway fee was combined with a plan-based method based on their recent 20-year trails and multimodal Transportation Master Plan.

After completing the technical work, EPS supported staff with Council education in two study sessions. EPS continues to assist the City in developing the ordinance (expected Spring 2023) and phase-in recommendations since the new fees will be substantially higher than the current fees which have been in place for more than 10 years.

Capital Impact Fee and Level of Service Study

Santa Fe County, New Mexico

Santa Fe County has a growth management policy that establishes levels of service in infrastructure and capital facilities that it strives to maintain when considering new development proposals and planning for future growth. Developing and implementing this growth management policy has been a lengthy and complex process. The last step in implementation is establishing capital impact fees to generate funding to help the County keep up with the demands of growth to help maintain the level of service in infrastructure and related facilities.

The County hired EPS to design the County's first impact fee program, covering roads, multimodal transportation, fire, sheriff, and open space, trails, and parks (OSTP). The Study is approximately 95 percent complete at this time and is expected to be presented to the County Commission in the Summer of 2022.

EPS began the study with an inventory process to define and calculate the actual level of service being provided, expressed in dollars of capital investment per unit of service population. The impact fees are calculated using an incremental expansion approach that maintains the level of service with each increment of new development. For roads, a consumption-based approach is used that links vehicle-miles traveled (VMT) for each increment of new development, varying by land use type, to the cost of road infrastructure needed to provide a vehicle-mile of capacity.

EPS integrated the Land Use Assumptions (LUA) report required by New Mexico Law in establishing the level of service and forecasting future infrastructure demand over a 10-year time period. An Impact Fee Capital Improvement Program (IFCIP) is also required by New Mexico Law and defines which projects impact fee revenue will be spent on. EPS worked closely with department heads to help define the IFCIPs and then to calibrate the impact fee calculations so that fee revenue would not exceed what could be realistically spent based on project readiness.

Impact Fee Nexus Study

Castle Rock, Colorado

The Town of Castle Rock relies heavily on the private sector to pay for the costs of capital facilities and infrastructure to serve new development through developer construction of most local roadways and development impact fees to pay for transportation system improvements along with other capital facilities. The Town retained EPS and a transportation planning and engineering firm to conduct a nexus study to identify supportable impact fees for the 2019 impact fee program including fee calculations for Parks and Recreation, Fire and Emergency Medical Services, Police, Municipal Facilities, and Transportation.

EPS calculated the 2019 impact fees following a process including forecasts of the amount of population, housing, and job growth over the 11-year 2019 to 2030 fee program time period; identification of new facility requirements needed to serve new development; cost estimates from multiple sources including recent bids, recent similar projects, and supplemental case study research; and an apportionment of capital costs between existing and new development, based on their nexus to growth measured in terms of per-capita, per-service population, or other factors. Facilities for general government, public safety, and public works staff and equipment were a major focus of this study. EPS worked closely with Town Finance and Facilities staff to develop facilities and staffing inventories by department for use in the fee calculations.

The proposed fees were vetted with a 20-person steering committee including senior department staff for all fee categories and a representative group of private sector stakeholders including the HBA, developers, and homebuilders. Town council adopted the maximum justifiable fees with a four-year phase in period to mitigate the impacts of the higher fees on developments currently in the pipeline.

Pagosa Springs Capital and Housing Impact Fee Process

Pagosa Springs, Colorado

Pagosa Springs is a community of 2,000 on Highway 160 on the west side of Wolf Creek Pass. It is known for its well developed and high-quality hot springs, proximity to Wolf Creek Ski Area, and ranching heritage. Like other places in Southern Colorado, it is increasingly a vacation home destination for Texans and Oklahomans and elsewhere, which has driven home prices up above what the local workforce can afford.

EPS developed the Town's first impact fee program in 2005 as a joint-town and county fee program, as most development was occurring in the county surrounding the town. The County never adopted what was supposed to be a joint-fee program, and the Town decided to reevaluate its entire fee program in 2018. With affordable housing being an increasingly difficult challenge, the Town wanted to explore new tools for funding affordable housing. The Town hired EPS to conduct a study and process of updating its existing impact fees and exploring the option of replacing the capital impact fees with an affordable housing impact fee (linkage fee).

Capital Impact Fees – EPS prepared a new nexus analysis and new fee calculations for Town Council to consider. The fee categories were municipal facilities, parks and recreation, trails, Town fleet, and police. EPS and staff determined that transportation should be eliminated because it was determined that there were few, if any roadway capacity projects appropriate for impact fees.

Housing Linkage Fees – To address affordable housing, EPS performed a housing linkage nexus study using an economic impact model. The model estimates the jobs and households generated by AMI range from new market rate housing development. Linkage fees were calculated on a per square foot basis.

Revenue Projections – EPS prepared growth projections and impact fee collection projections tied to the growth projections. These projections indicated to Council that the Town would not collect a significant enough amount of revenue to be worth the political risk of increasing fees.

Council Decision – The Council decided to eliminate the capital impact fees and explored the housing linkage fees further with EPS. Council ultimately decided not to adopt any new fees out of concerns of the impact on downtown redevelopment costs. EPS provided objective analysis and facilitated discussions to help Council reach the decision that they felt was right for the Town.

Fire Impact Fee Program

Gilpin and Boulder Counties, Colorado

Timberline Fire District serves most of unincorporated Gilpin County and the top of Coal Creek Canyon in Boulder County. The District was created by absorbing two previous districts that comprise the current service area. One of the previous districts, with Boulder County, required that new development in certain areas either construct a cistern for fire water supply or pay a fee-in-lieu. When Timberline Fire District was created, this fee was not carried over to Gilpin County due to a record keeping error. The District wanted to charge a consistent fee for cisterns, facilities, and fleet replacement in both Counties and replace the fee-in-lieu with an impact fee that could be used for broader purposes. The District hired EPS to develop its first impact fee calculations.

EPS had to work creatively and collaboratively to address data availability and data quality issues in the service area. The County does not have a robust GIS system for land use data, and the district had not performed a comprehensive facility, land, and fleet inventory recently. EPS worked with District Staff to leverage local contacts at the County to develop custom land use and property queries from the Assessor's office for use in buildout estimates and growth projections. EPS also helped the district develop the necessary facility inventories and cost estimates for the fee calculations. EPS completed the impact fee study using the buy-in method. The District Board adopted the fees, and District staff and attorneys are now working with Gilpin and Boulder Counties to draft the IGAs necessary for the Counties to collect the fire impact fees and convey them to the District.

East Grand County Fire District Impact Fee Nexus Study

Grand County, Colorado

East Grand Fire Protection District No. 4 (EGFPD) is centered on the towns of Winter Park and Fraser and covers approximately 200 square miles. Within its boundary, it offers fire protection and prevention services to residential and commercial entities in Winter Park and Fraser as well as in unincorporated parts of the county.

EPS completed a nexus study to establish impact fees to address the District's long-term capital needs and to provide analysis of potential fire impact fees to help cover these future expenses. The initial impact fee study was prepared by EPS in 2010 and updated in 2014. Changes in growth expectations resulted in another update in 2019. In addition, state law changed, and special districts could no longer collect their own impact fees. The new impact fee study used the buy-in method, which was judged to be more appropriate for the District that could serve significantly more development with its existing capital investment. EPS evaluated and projected residential and nonresidential growth over a long-term (17-year) planning horizon and utilized these projections to assess likely development impacts within the District. EPS was subsequently hired in 2019 to update the fee study.

Local Financing Study

Adams County, Colorado

EPS was retained by Adams County to develop an approach to funding long range capital facilities and infrastructure project needs. EPS worked closely with County staff to identify, summarize, and categorize all relevant infrastructure projects documented in existing County plans. The corresponding costs for each of these projects were estimated based on existing information as well as estimates provided by the project team engineer. Total capital and infrastructure project costs were then compared to existing revenue sources currently used to fund capital and infrastructure projects. This analysis identified a funding gap between the total amount of costs identified and the future estimates of existing revenue sources.

Following this analysis, EPS developed a summary of available and potential funding tools and financing strategies that the County could use to supplement existing funding sources and address the projected funding shortfall. Multiple funding strategies were evaluated in terms of their applicability to various project types, total revenue generating potential, ease of administration, and political viability. EPS then worked with staff and the Board of County Commissioners to formulate a capital needs funding plan to help to guide future decisions regarding specific infrastructure investment strategies.

Transportation Funding and Level of Service Strategy

La Plata County, Colorado

Land use policy in La Plata County has allowed significant dispersed growth to occur along gravel county roads. Some of this development pattern dates back to the 1970s when numerous paper subdivisions were platted and gradually developed over time on well and septic. This development pattern is now having a major impact on transportation level of service, maintenance costs, and safety as the gravel roads were not designed to handle the traffic volumes they carry today. La Plata County commissioned a transportation study to identify priority capacity and safety projects, and to develop a funding strategy for paying for needed improvements. EPS worked as the funding and economic subconsultant to Felsburg Holt & Ullevig on this project.

EPS prepared a financial toolkit for the County to use in evaluating projects and funding options. The toolkit included a variety of tax mechanisms, fees, and special assessments, and impact fees allowed in Colorado. A key issue was upgrading and paving gravel roads to handle higher traffic volumes and to reduce maintenance costs from frequent grading and dust mitigation. FHU and EPS developed a methodological framework for calculating impact fees for gravel road upgrades that are capacity projects. The County is currently considering a new road impact fee program under this framework under a separate contract.

East Aurora Annexation Study

Aurora, Colorado

The Aurora City Council directed City staff to evaluate moving the City's planning and annexation boundary to encompass an additional 30 square miles of exurban and rural agricultural land in Arapahoe County. This study followed a previous study by the City that evaluated the feasibility of becoming a consolidated city and county similar to Broomfield and Denver, upon which no further annexation is allowed under Colorado law. There were also several development and annexation applications just outside the city's eastern boundary. The City's policy does not favor unincorporated development on its boundaries because it can impact future service provision by creating enclaves, and affects community character through inconsistent development standards. EPS worked with a team of land and community planners, and civil and transportation engineers to develop the land use and infrastructure assumptions needed to prepare the required Comprehensive Plan Amendment and supporting Fiscal Impact Analysis, with EPS being the lead on the Fiscal Impact Analysis.

EPS' work began with an analysis of regional and city level growth trends and development capacity to evaluate the market need for potential new annexations. This analysis found that the City had at least a 50-year supply of unbuilt lots and developable land in the eastern portion of the city. This analysis identified a concern that additional annexations would create more competition for existing residential projects that were still building out, and whose metropolitan districts depended on continued development to generate the necessary property tax revenues to make bond payments that financed infrastructure costs.

The fiscal impact analysis estimated that new annexations in the study area would result in a 36 percent increase in population and a 28 percent increase in General Fund expenditures, creating an annual deficit of \$15.1 million per year. The analysis included detailed department level costs and revenues, and capital cost impacts to the City's water plan and transportation plans. Senior EPS staff presented findings and participated in discussions with City Council and Department heads throughout the study. The City Council ultimately voted against the proposal to expand the city's planning boundary, citing the fiscal impacts, the balance between supporting infill and redevelopment, and the cost of acquiring the necessary water rights to serve the project.

Transportation Funding Strategy

Lincoln, Nebraska

The City of Lincoln hired a multidisciplinary team of planners, engineers, and communications and governance strategists to develop a strategy for funding transportation at a sustainable level. The City of Lincoln, like many U.S. cities has struggled with keeping up with the demands of new growth while balancing the preservation and optimization of the existing transportation system. The consultant team facilitated several workshops with the Mayor's Coalition on Transportation to recommend a funding package to City Council and to voters.

EPS's role was to support the team and Coalition with understandable information on current state and local funding sources, cost of growth metrics, and economic development considerations. The team's analysis showed that the City has a major deferred maintenance backlog that has developed through favoring spending on new roadways, and not adequately recovering the cost of growth from new development. Detailed evaluations of exaction and impact fee policies resulted in several recommendations to modify these practices. Specifically, fees were being used to reimburse developers for project specific off-site impacts rather than funding citywide capacity enhancements. Also, the zone structure of the City's impact fees resulted in a situation where too little fee revenue was collected in each zone to fund meaningful improvements, and it was difficult and costly to administer. EPS also developed a revenue modeling tool for use in workshops, and prepared cost of growth analyses for prototypical development patterns in the city.

References

Dave Lenz
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City of Fort Collins
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Greg Hays
Budget Manager
City of Aurora
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Catrina Asher, CPA, CPFO
Finance Director
City of Brighton
303.655.2130 | casher@brightonco.gov

Samples

EPS has provided four report samples prepared for other entities similar to this project for the Town's review, including:

[Brighton Impact Fee Nexus Study](#)

[Fort Collins 2023 Capital Expansion Fee Study](#)

[Littleton 2020 Impact Fee Study](#)

[Aurora Impact Fee Proposal Summary Council Spring Workshop](#)

Staffing

Resumes for key personnel assigned to this project follow.



Education

Master of Regional Planning, Cornell University

Bachelor of Arts, Geology, Colby College

Employment History

20 Years with EPS

25 Years Experience

Affiliations

American Planning Association

Urban Land Institute

Colorado Municipal League

Awards

Downtown Colorado, Inc. Governor's Best Plan Award – *City of Englewood Economic Development Strategic Plan*

American Planning Association, Colorado Chapter – West Vail Master Plan



Economic & Planning Systems, Inc.

The Economics of Land Use

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Brian Duffany

Principal

Brian Duffany is an economist and planner with over 20 years of experience in land economics. Brian has a broad base of experience in local government finance, fiscal impact analysis, transportation planning, demographic analysis, real estate development feasibility analysis, and financial and economic modeling. Brian has led complex fiscal impact and annexation studies, and real estate pro forma feasibility analyses of real estate development projects.

IMPACT FEE AND OTHER NEXUS STUDIES

- Impact Fee and other Nexus Studies
- Capital Expansion Fee Study | Fort Collins, CO
- Impact Fee Nexus Study | Castle Rock, CO
- Impact Fee Study Update | Burlington, VT
- Impact Fee Nexus Study | Brighton, CO
- Impact Fee Nexus Study | Littleton, CO
- Impact Fee Nexus Study | Castle Rock, CO
- Impact Fee Nexus Study | Aurora, CO
- Capital and Affordable Housing Impact Fees | Pagosa Springs, CO
- Timberline Fire District Impact Fees | Gilpin County, CO
- Fire District Impact Fee Studies | Grand County, CO
- Capital Impact Fee and Level of Service Study | Santa Fe County, NM
- Short Term Rental Regulatory Fee Study | Breckenridge, CO

COST OF GROWTH AND FISCAL IMPACTS

- Cost of Growth Study | Commerce City, CO
- East Aurora Annexation Study | Aurora, CO
- West Steamboat Neighborhood Annexation | Steamboat Springs, CO
- Transportation Funding Strategy | Lincoln, NE
- Tax Increment Financing Policy Study | Larimer County, CO
- Annexation Policy Study | San Antonio, TX

HOUSING AND LAND USE POLICY

- Transfer of Development Rights Program Feasibility Study | Brighton and Adams County, CO
- Inclusionary Housing Ordinance and Housing Linkage Fee Study | Fort Collins, CO
- Inclusionary Housing Ordinance and Housing Linkage Fee Study | Erie, CO
- Housing Prototype Feasibility Testing | Borough of State College, PA
- Housing Prototype Feasibility Testing | Burlington, VT



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Education

B.A. in Economics
University of Colorado at
Colorado Springs, Magna
Cum Laude, 2018

Python for Data Science
Certificate, Cornell
University

Certified Economic
Developer (CEcD),
Oklahoma University
Economic Development
Institute (in progress)

Employment History

3 Years with EPS

Previous Experience

City of Littleton, Economic
Development Specialist,
2018-2021



Economic & Planning Systems, Inc.

The Economics of Land Use

www.epsys.com

Colton Harguth

Senior Associate

Colton Harguth joined EPS in 2021 after three years with the City of Littleton's Economic Development Department. Colton has expertise in all of EPS's core practice areas, with a specific focus on economic development, fiscal and economic impact analysis, real estate economics, and public finance. He has worked on a variety of projects across the western United States and has a strong appetite for complexity and formulating creative solutions. Colton is skilled collecting, analyzing, and presenting data to deliver findings that support the overall project narrative.

COST OF GROWTH AND FISCAL IMPACTS

- La Plata Communities Amara Annexation Fiscal and Economic Impacts | Colorado Springs, CO
- Fiscal Impact Analysis | Littleton, CO
- On-Call Fiscal Analyses | Castle Rock, CO
- Peak Innovation Park Economic Impact Analysis | Colorado Springs, CO
- Blue River Annexation Fiscal Impact Analysis | Blue River, CO

MARKET STUDIES AND AREA PLANS

- Market and Revenue Study | Glendale, CO
- Ladera Development Incentive Analysis | Timnath, CO
- Uplands Equity Evaluation | Westminster, CO
- Retail and Mixed-Use Market Analysis | Littleton, CO
- Future Legends BID Market Valuation | Windsor, CO
- Economic Incentive Policy Review | Timnath, CO
- 48th and Harvest Road Industrial Market Analysis | Aurora, CO
- Inland Port Industrial Market Study | Salt Lake City, UT

FINANCIAL FEASIBILITY STUDIES

- P3 Confluence Gap Analysis | Parker, CO
- Tax Increment Financing (TIF) Review | Bozeman, MT
- URA Ralston Commons Commercial Property Valuation | Arvada, CO
- Winrock Revenue Forecasts | Albuquerque, NM



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charguth@epsdenver.com



Education

Master of Urban and Regional Planning, University of Michigan

Bachelor of Science in Geography from Grand Valley State University

Certificate in Geographic Information Systems (GIS), Grand Valley State University

Certificate in Real Estate Development, University of Michigan

Employment History

6 Years Experience

Affiliations

American Institute of Certified Planners

American Planning Association



Economic & Planning Systems, Inc.

The Economics of Land Use

www.epsys.com

Christian Carroll, AICP

Associate

Christian Carroll joined EPS in 2023 after nearly five years of public planning work with the City of Novi and DeWitt Charter Township in Michigan. His work focuses on projects that aim to promote public well-being through innovative financing mechanisms, public-private partnerships, and collaborative decision-making. Christian has a broad range of professional experience including impact fee work, real estate feasibility studies, and housing policy.

IMPACT FEE AND OTHER NEXUS STUDIES

- Capital Facilities Funding and Impact Fee Study | Fort Collins, CO
- Poudre Valley Fire Protection District Impact Fee Nexus Study | Fort Collins, CO
- Grand Fire Impact Fee Nexus Study | Grand County, CO

PUBLIC FINANCE AND FEASIBILITY STUDIES

- Tax Increment Financing Application Reviews | Bozeman, MT
- Manitou Special Tax District Feasibility Study | Manitou Springs, CO
- Northglenn Economic Feasibility Study | Northglenn, CO

MARKET STUDIES AND ECONOMIC IMPACT ANALYSIS

- Mesa Media Film Studio Economic Impact Analysis | Albuquerque, NM
- Aurora Sagebrush Industrial Market Valuation | Aurora, CO
- Denver South I-25 Corridor Study | Denver, CO
- Tooele County 84 Eighty Market and Valuation PID Study | Tooele County, UT

AREA PLANS

- VIA Real Estate Portfolio Strategic Options | San Antonio, TX
- Spokane Hillyard Subarea Plan & Public Finance | Spokane, WA
- Centennial Midtown Area Redevelopment Plan | Centennial, CO
- Northglenn Civic Center Master Plan Update | Northglenn, CO



730 17th Street, Suite 630, Denver, CO 80202



303 623 3557



ccarroll@epsdenver.com



Derrick Webb, AICP – Transportation Planner

Experience: 14 years total, 4 years with BHI; Registration: American Institute of Certified Planners #027364; Education: MS Information and Communication Technology, Master of Urban and Regional Planning, BA Architecture

Derrick is a Senior Planner who has managed a variety of planning projects for numerous communities, including transportation plans, land use code development, design standard updates, corridor studies, and housing assessments. He is skilled in long and short-range planning and is knowledgeable in federal procurement and helping clients coordinate federal funding during the planning and implementation stages of infrastructure development. Derrick's experience includes data analysis, socioeconomic research, regional and scenario planning, project management, professional writing, and public outreach facilitation.

Derrick built his regional planning experience as a planner with regional council of governments in both Colorado and New Mexico. As a Planner with Denver Regional Council of Governments (DRCOG) his experience included the 2050 Metro Vision Regional Transportation Plan (RTP), the Community Mobility Planning and Infrastructure Program (CMPI), and the Boomer Bond Program. With DRCOG, Derrick simultaneously managed and organized multiple projects with a variety of State and Federal requirements, providing accurate oversight and reporting. He also developed implementation strategies and recommendations for affordable housing. Derrick also worked for the Mid-Region Council of Governments (MRCOG) in New Mexico, where he was responsible for its Local Planning Assistance Program (LPA).

Derrick brings direct DOLA contract management experience, having provided targeted technical assistance to a variety of Colorado communities through the Energy and Mineral Impact Assistance Fund program.

Project Experience:

- Design Standards Update: Town of Monument
- Master Plan Update: Town of Cedaredge
- Housing Needs Assessment: Town of Nederland
- Transportation Master Plan: Town of Firestone
- Comprehensive Planning Efforts: City of Gallup, NM
- Design and Construction Standards Update: Los Alamos County, NM
- Land Use Code Update: Gilpin County
- Hudson Land Use Code Update: Town of Hudson
- Regional Resiliency & Recovery Roadmaps (5 total): Colorado Department of Local Affairs



Clare Haley, AICP – Transportation Planner

Experience: 3 years total, 3 years with BHI; Registration: American Institute of Certified Planners #035080; Education: Master Community and Regional Planning, BA International Studies

Clare is a transportation planner with experience in multi-modal (pedestrian and bicycle), micro mobility, and active transportation planning and analysis. She has deep knowledge of transportation research in the field of mode choice behavior and transportation barriers. She brings comprehensive skills in data analysis and written/visual communication. She is involved in community bicycle advocacy and mobility justice work and recently presented on bicycle crossing facilities at the Association of Pedestrian and Bicycle Professionals (APBP) national conference. Clare's outreach skills include facilitating focus groups, conducting one-on-one interviews, and developing engaging presentations.

Project Experience:

- Transportation Master Plan (TMP): Town of Firestone
- Comprehensive Plan Update: Valencia County, NM
- Transportation Master Plan (TMP): City of Gallup, NM
- Pedestrian Safety Action Plan and Trainings: NMDOT
- Vision Zero Action Plan: City of Albuquerque, NM
- Bicycle and Trail Crossing Guide: City of Albuquerque, NM
- Bridge Blvd./Avenida Cesar Chavez Bikeway Facility Improvements: City of Albuquerque, NM
- Irving Blvd. Traffic Calming Study: City of Albuquerque, NM
- Silver Ave. Bike Boulevard Review from Yale Blvd. SE to the Paseo del Bosque Trail: City of Albuquerque, NM

Nathan Roberts, PE – Water Systems Engineer

Experience: 15 years total, 15 years with BHI; Registration: Professional Engineer: CO #49375, NM #21847, AZ #57698; Education: BS Civil Engineering

Nathan is a BHI Vice President who loves working in the water sector. His experience includes hydraulic modeling, master planning, design, and construction services. He uses his experience to quickly identify key issues to better understand the big picture and then to develop and coordinate the details with his clients to meet their specific objectives.

Nathan's hydraulic modeling experience allows him to analyze various options to solve problems, whether it be identifying a new transmission line alignment to avoid culturally sensitive areas, simplifying booster station operations to make the system more efficient, or strategically placing new storage to optimize water age or pump cycling to balance capital and non-capital improvements.



Nathan's big picture understanding, along with his familiarity with hydraulic systems, allows him to communicate clearly with his clients, as well as with other stakeholders and team members. He enjoys bringing things from the digital world into the real world and tangibly solving problems with contractors and understanding how to practically get things built. Additionally, he is skilled in multiple software platforms including GIS, FME, AutoCAD, and Microsoft, which help streamline processes to better serve BHI clients.

Project Experience:

- Water Model Development: City of Greeley
- Aspen Ski Company Hydraulic Analysis: City of Aspen
- Backwash Supply Tank and PS Conceptual Design: City of Aspen
- Lumberyard Development Analysis Update: City of Aspen
- Lumber Yard Development Water Modeling Analysis: City of Aspen
- Moore Parcel Development Water Availability: City of Aspen
- West Reds Analysis: City of Aspen
- Willoughby Way Analysis: City of Aspen
- Water Distribution System Hydraulic Model: City of Aspen
- Water Quality Hydraulic Model and Study for Denver Water: Denver Water
- Water Master Plan: City of Scottsdale, AZ
- Water Model Update: City of Scottsdale, AZ
- Model Optimization: City of Scottsdale, AZ
- Infrastructure Build Out Plan/Capital Improvement Plan: Santa Fe County, NM
- Comprehensive Transportation Plan: Sandoval County, NM
- Water System Master Plan: Jicarilla Apache Utility Authority, NM
- Water Modeling and System Planning Assistance: City of Rio Rancho, NM

TOWN OF MONUMENT

RESOLUTION NO. 03-2025

**A RESOLUTION TO APPROVE AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE TOWN OF MONUMENT AND THE MONUMENT FIRE
PROTECTION DISTRICT REGARDING THE WILDFIRE
MITIGATION PROJECT**

WHEREAS, the Town of Monument has determined the need to perform wildfire mitigation on the property south of Monument Lake; and

WHEREAS, the Town of Monument has partnered with the Monument Fire Protection District to perform the needed mitigation work; and

WHEREAS, the Town of Monument will coordinate with the Monument Fire Protection District to complete mitigation work and support the District's public education efforts.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF
MONUMENT, COLORADO THAT**

The Town Council hereby approves the intergovernmental agreement between the Town of Monument and the Monument Fire Protection District.

PASSED AND RESOLVED by the Town Council of Monument, El Paso County, Colorado, this 6th day of January 2025 by a vote of _____ for and ____ against.

TOWN OF MONUMENT

Mitch LaKind, Mayor

ATTEST:

Tina Erickson, Town Clerk

**TOWN OF MONUMENT
AND
TRI-LAKES MONUMENT FIRE PROTECTION DISTRICT
D/B/A MONUMENT FIRE DISTRICT
FIRE MITIGATION DEMONSTRATION AREA AGREEMENT**

This Agreement for Fire Mitigation Services (“**Agreement**”) is entered into and effective this 6 day of January, 2025, (“**Effective Date**”) by and between the Town of Monument (the “**Town**”) and Tri-Lakes Monument Fire Protection District (the “**District**”), a quasi-municipal corporation and political subdivision of the State of Colorado (each a “**Party**” and jointly, the “**Parties**”).

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the Parties as follows:

1. Scope of Services. The District agrees to prepare, maintain, and provide a fire mitigation demonstration area in the designated area of the Town (“**Fire Mitigation Demonstration Area**”) and to provide the services related thereto as set forth in **Exhibit A** which is incorporated herein by reference.

2. Commencement and Completion of Work. The District shall begin providing the service on or about January 6, 2025 and shall open the Fire Mitigation Demonstration Area to the public no later than May 1, 2025.

3. Compensation. No payment or compensation shall be made by either Party to this Agreement to the other Party. All costs for the preparation and maintenance of the Fire Mitigation Demonstration Area shall be borne solely by the District.

4. Hazardous Materials. The Town represents to the District that there exists no Hazardous Materials on or within the Fire Mitigation Demonstration Area as of the Effective Date. The District shall not cause or knowingly permit any Hazardous Substance to be brought upon, kept or used in or about the Fire Mitigation Demonstration Area without the specific prior written consent of the Town. If the presence of any Hazardous Substance on the Fire Mitigation Demonstration Area is caused or knowingly permitted by the District and results in any contamination of the Fire Mitigation Demonstration Area, the District shall promptly take all actions at its sole expense as are necessary to return the Fire Mitigation Demonstration Area to the condition existing prior to the introduction of any such Hazardous Substance to the Fire Mitigation Demonstration Area; provided that the Town’s approval of such actions shall first be obtained. In the case of such contamination, the District shall, to the extent allowed by law, indemnify, defend, and hold the Town harmless from any and all claims, judgments, damages, penalties, fines, costs,

liabilities or losses, including, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial removal, or restoration work required by any federal, state, or local governmental agency because of Hazardous Substance present in the soil or Town water supply. As used herein, the term “Hazardous Substance” means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of Colorado, or the United States Government, including without limitation, any material or substance that is defined as a “hazardous substance” or “hazardous material” under appropriate state law provisions, Section 311 of the Federal Water Pollution Control Act (33 U.S.C. § 1321), the Conservation and Recovery Act (42 U.S.C. § 6903), Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601), or defined as a “regulated substance” pursuant to Subchapter IX, Solid Waste Disposal Act (Regulation of Underground Storage Tanks) (42 U.S.C. § 6991).

5. Term and Termination. This Agreement shall remain in place for 1 year(s), unless otherwise terminated by the District or Town. Either Party may terminate this agreement at any time with or without cause by providing sixty (60) days’ notice to the other Party prior to termination.

6. Independent Contractor. The District is an independent contractor and the services to be performed by the District are those of an independent contractor. Nothing herein shall constitute or designate the District as an employee or agent of the Town. **As an independent contractor, the District acknowledges that there is no entitlement to worker’s compensation benefits or unemployment benefits through the Town and the District is obligated to pay all applicable federal and state income taxes for services performed under this Agreement.**

7. Personal Services. It is understood that the Town enters into this Agreement based on the special abilities of the District and that this Agreement shall be considered an agreement for personal services. Accordingly, the District shall neither assign any responsibilities nor delegate any duties arising under this Agreement without the prior written consent of the Town. The District accepts the relationship of trust and confidence established between the Parties. The District shall use its best efforts and shall perform the services hereunder at or above the standard of care of those in its profession or industry providing similar services in the local area.

8. Indemnification. To the extent permitted by law, the District shall indemnify and hold harmless the Town, its members, directors, officials, and employees from and against any and all claims, demands, suits, actions, judgments, losses, damages, injuries, penalties, costs, expenses (including attorney’s fees) and liabilities to the extent they are alleged to arise from the intentional misconduct or negligent acts or omissions of the District. The obligations of this indemnification clause shall survive termination of this Agreement. The District shall require any third party entity performing work on or within the Fire Mitigation Demonstration Area to indemnify and hold

harmless the Town, its members, directors, officials, and employees from and against any and all claims, demands, suits, actions, judgments, losses, damages, injuries, penalties, costs, expenses (including attorney's fees) and liabilities to the extent they are alleged to arise from the intentional misconduct or negligent acts or omissions of the entity and its subcontractors and/or employees thereof. As part of this obligation, the District, or third-party entity, shall compensate the Town for time, if any, spent by its legal counsel in connection with such claims or actions.

9. Insurance. The Fire Mitigation Demonstration Area shall at all times remain the property of the Town and the Town shall provide and continue in force such Town-selected fire and extended coverage casualty insurance for the Fire Mitigation Demonstration Area, with such comprehensive endorsements and in such amounts as the Town may deem reasonably necessary, and which shows the Town and the District as the insured thereon, and shall provide the District with copies of any policies or certificates evidencing such coverage.

10. Notice. Any notice or other communications required or permitted by this Agreement or by law to be served on, given to, or delivered to either of the Parties hereto by the other party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or in lieu of such personal service, when deposited in the United States' mail, first-class, postage prepaid, addressed to:

TOWN:

Town of Monument
Attn: Town Manager
645 Beacon Lite Road
Monument, CO 80132

DISTRICT:

Tri-Lakes Monument Fire Protection District
Attn: Fire Chief
16055 Old Forest Point, Suite 102
Monument, CO 80132

11. Compliance with Law. The District and any entity performing work pursuant to this Agreement shall be informed of and comply with all applicable federal, state and local laws, regulations, and ordinances in addition to the rules and regulations of the Town.

12. Law and Venue. The laws of the State of Colorado shall govern the construction, interpretation, execution and enforcement of this Agreement. Venue for any dispute between the Parties arising out of or relating to this Agreement shall be in the State of Colorado, El Paso County District Court.

13. Entire Agreement. This Agreement, together with its exhibits and attachments, represents the complete understanding between the Parties. Any amendments or modifications must be in writing and signed by both Parties. No prior or contemporaneous addition, deletion, or modification hereto shall have any force or effect whatsoever.

14. No Waiver. A waiver of any provision in this Agreement does not imply a waiver of any other provision, nor does it constitute a continuous waiver unless expressly stated. Waiving a default does not mean waiving any future default. No failure by either Party to exercise any right it may have shall be deemed to be a waiver of that right or the right to demand exact compliance with the terms of this Agreement.

15. Approval and Compliance with Authority. This Agreement has been approved by the appropriate governing authorities of each of the Parties in compliance with all statutes and governing documents concerning open meetings and manner of acting. The Parties will execute such further documents and assurances to fully perform their obligations hereunder and carry out the intent of this Agreement.

16. Governmental Immunity. This Agreement does not waive, limit, or modify the monetary limitations or any other rights, immunities, and protections available to the District or the Town, or their respective officials, employees, contractors, agents, or any person acting on their behalf, provided by the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S. or otherwise available to the Town or the District.

17. Signatory Authority. Each person signing this Agreement in a representative capacity expressly represents that the signatory has the subject Party's authority to sign, and that the subject Party will be bound by the signatory's execution of this Agreement.

18. Severability. If any part of this Agreement is declared invalid, it will not affect the rest of the Agreement. A similar and enforceable provision will replace any invalid provision.

19. No Third-Party Beneficiaries. Enforcement of this Agreement and all related rights are reserved to the Parties. Any non-party receiving benefits under this Agreement is an incidental beneficiary. Nothing in this Agreement shall be construed to create any rights in or duties to any third party, nor any liability or standard of care with reference to any third party. This Agreement shall not confer any right or remedy upon any person other than the Parties.

20. Open Records. All material under this Agreement may be subject to the Colorado Open Records Act, §§ 24-72-202, *et seq.*, C.R.S.

21. Headings for Convenience Only. The provision headings, captions, and titles in this Agreement are for convenience and reference only and are not intended to define, limit, or describe any provisions scope or intent.

22. Counterpart Execution. This Agreement can be executed in several counterparts, all together constituting one instrument. Executed copies delivered by facsimile or PDF email are deemed original, binding upon the signatories, and hold the same force and effect as the original, including for court proceedings.

IN WITNESS WHEREOF, the parties have executed this Agreement on the effective date set forth above.

**TRI-LAKES MONUMENT FIRE
PROTECTION DISTRICT**

By: 
Title: FIRE CHIEF

TOWN:
TOWN OF MONUMENT, a political
subdivision of the State of Colorado

Town Councilmember

ATTEST:

EXHIBIT A

*To Agreement for Fire Mitigation Services Between the Town of Monument and Tri-Lakes
Monument Fire Protection District d/b/a Monument Fire District dated December __, 2024*

Fire Mitigation Demonstration Area



Vicinity Map

*EXHIBIT A To Agreement for Fire Mitigation Services Between the Town of Monument and Tri-Lakes
Monument Fire Protection District d/b/a Monument Fire District dated December __, 2024*



Fuel Treatment Demonstration Areas, Units 1 and 2. Approx. 3.25 acres m/l

Scope of Work (Specifications)

Purpose

This project is intended to serve as a demonstration area for wildfire mitigation practices necessary to manage wildfire behavior and intensity. Other outcomes include restoration of a decadent and declining ponderosa pine and Gambel oak plant community that promotes long-term restoration of wildlife habitats. When completed, the site will be more fire adapted and allow fire to burn at a more natural and less damaging intensity. Rapid recovery after a fire can occur, often within one season.

Fuel Treatment Criteria

Access to the Fire Mitigation Demonstration Area (FMDA) treatment area shall be from the _____ access road or _____, unless other access points are approved. Equipment storage and material yarding shall be at agreed upon locations within the treatment area. The Contractor shall use its best efforts to minimize conflicts with users of the access roads and trails. Appropriate warning or closure signage should be placed along trails at least 50 feet or greater from the work zone in each direction as warranted by the type of machinery.

The boundaries of this unit are flagged where no fence, meadow, or prior treatment is present. Additional marking can be provided upon request.

This treatment area contains both timber and Gambel oak stands. Trees to be removed may be marked with timber marking paint. Standing dead trees, earmarked for retention as wildlife trees or seed trees, shall be flagged with yellow flagging. Understory vegetation shall be removed at least ten feet from their bases.

Harvestable material will belong to the Town unless other arrangements are made. If logs are to be skidded, specific corridors must be approved by the project forester. If removed for harvest, volumes (cubic feet, cords or board feet) must be reported to the project forester.

Special Conditions: Traffic control measures may be required to include warning signs and traffic cones. Personnel operating in the right-of-way shall wear appropriate personal protective equipment. Coordination with property owners adjacent to right-of-way is required. Old fences exist on the property. These should be identified prior to treatment. The Contractor is responsible for location of any above-ground and/or below-ground utilities that could be damaged by its equipment.

Additional Conditions:

- Equipment storage and material yarding shall be at agreed upon locations within the FMDA.
- Contractor shall use appropriate signage and traffic cones when operating along roadways and accessing the FMDA.
- Contractor is responsible for location of any above or below ground utilities that could be damaged by its equipment.

- Old fences exist on the FMDA and should be identified prior to treatment.
- Contractor shall operate its equipment in a safe manner to protect its employees, the public and any adjoining properties from harm.
- Contractor shall use its best efforts to minimize soil disturbance from its activities.
- Contractor shall use its best efforts to minimize damage to the FMDA. Contractor shall not create new roads or trails and shall not grade existing trails or roadways.
- Disturbed areas outside of the project area shall be reseeded using an appropriate wildland grass seed mix approved by the Forester.
- Contractor shall clean its equipment before entering the FMDA and shall use care while on the FMDA to minimize the spreading of noxious weeds from one area to another.
- Prior to commencement of the work, Forester will provide initial training for Contractor's employees.
- At the end of each workday the area shall be in compliance with contract specifications. No untreated slash or unmasticated wood shall remain on the site overnight or over weekends unless approved by the project manager. In no instance, should trails or access routes be blocked while no work is in progress. Any wood retained by the owner shall be decked in a designated area on a weekly basis.
- Any infrastructure on the site damaged by the contractor shall be repaired to a like or better condition by the contractor.

Methods of Treatment

Treatment shall be by a combination of hand cutting and mechanical treatment (mastication and/or chipping). Both small and large mastication equipment may be used. All hand cut materials shall be removed, masticated, chipped, or stacked for wood utilization. Chips may be placed back on the site but shall not be concentrated more than four inches (4") in depth. Masticated materials may be left in place. However, concentrations of material shall be distributed evenly in the treatment area and no deeper than six inches (6"). Tree stumps shall not be taller than 2" above ground level, measured on the uphill side and shall be cut flat. Pruning cuts shall not damage branch bark collars or the main trunk.

More fire-resistant vegetation shall be retained where possible. These include choke cherry, plum, currant, thimbleberry, hawthorn, serviceberry, mountain maple, willow, cottonwood, and snowberry. Gambel oak shall be generally retained in clumps.

Tree marking paint may be used to indicate tree removals. Blue (or agreed upon color) flagging will indicate unit boundaries. Other flagging may be used as needed to clearly delineate treatment areas as necessary.

One fuel type is found in the forest management areas: ponderosa pine forest with Gambel oak understory. The following criteria shall be followed:

1. Crown separation of five (5) to ten (10) feet between crowns of trees will be implemented except in areas where trees may remain in clumps. If clumps of pines are to be retained, an average of twenty (20) feet of crown separation will be the target crown spacing between clumps, with minimum of 15 feet. Clumps may contain a minimum of two and a maximum of seven trees.
2. Ladder fuels under retained pines shall be removed beyond the dripline.
3. Gambel oak clumps and young pines (seedlings, saplings, poles) should only be retained in openings, but must be at least ten feet from the dripline of retained mature pines. Exceptions may occur where all ladder fuels are removed around retained pines and young pines, and ladder fuels have been pruned to a height three times the understory vegetation.
4. Gambel oak clumps with average stem diameters greater than five (5) inches shall be favored for retention as future firewood and wildlife cover. However, these clumps must meet the criteria of item 3 above.
5. Gambel oak clumps retained in these areas shall not exceed .1 acre in size. Gambel oak continuity shall be broken up regularly with gaps between clumps at least 2.5 times the height of retained clumps.
6. Target basal area is between 50 sq. ft. per acre and 70 sq. ft. per acre with an overall average of 60 sq. ft. per acre.
7. Wildlife trees may be retained in the fuel treatment areas. If encountered, these should be at least 14 inches DBH (diameter breast high, 4.5 feet above ground level measured on the uphill side). Brush shall be cleared away from around the tree's trunk a minimum distance of 10 feet.
8. NOTE: Height to Diameter (H:D) ratios, in some areas, are well be in excess of 50%. Opening stands of this nature will result in significant windthrow and breakage. Dominants and Co-dominants shall be targeted for retention. Crown separation may be reduced to five (5) feet or less, so long as the target basal areas are met. Overtopped and suppressed trees are targeted for removal.
9. Pockets of low-quality pines damaged by snow loading shall be treated as ladder fuels and removed.
10. Preferred method of treatment is by "mastication." Pines logs may be harvested for use by the Town and considered a project cost. If the Town relinquishes ownership of the wood to the contractor, it may be temporarily stockpiled in large openings within the property. However, all felled or cut materials, not retained by the ownership, shall be removed, chipped or masticated within six weeks of cutting to reduce Ips engraver beetle populations.
11. Sapling and pole size pines shall be retained in canopy openings or meadow edges. However, brush removal will be necessary around individual trees and thinned clumps.

12. If areas of highly erodible soils are encountered, these should be avoided where possible. In these areas, oak clumps may be retained to protect soils. Separation shall be provided either above or below sensitive areas per the following Table 1:

% Slope	Brush/Shrub Clump Spacing
0-10%	2 ½ x shrub height
11-20%	3 x shrub height
21-40%	4 x shrub height
>40%	6 x shrub height

Table 1, Shrub Clump Spacing (Source: CSFS)

13. Gambel oak clumps retained along residential areas or along roads and trails shall be treated as follows:
- Clumps will be flagged if they are to be retained.
 - Dead branches and stems will be removed.
 - Overtopped oak stems shall be removed.
 - Oak stems around clump edges, if leaning outward at less than 60 degrees above ground level, shall be removed. Wherever possible, oak stems on the outer edge of the oak canopy should be pruned up a minimum of five feet above ground level. If retained oak stems are tall enough, branches should be pruned up to three times the height of the fuels below them.
 - Clump canopies should remain intact to maintain crown closure.
 - The duff layer of organic material (leaves, decaying matter) under oak clumps is to be retained. However, if found to be deeper than six inches (6”), loose leaves may be removed using a leaf blower. These shall be identified prior to bidding.



Before Treatment of Oak Within the Home Ignition Zone of the Abutting Residence.



After Treatment of Area in Photo Above.

Strategic Planning

Monument, Colorado

Monument Vision Statement Approval

2026-2028
Strategic Plan



John J. Trylch
JTrylch Strategy and Consulting, LLC



Strategic Planning Monument, Colorado

OUR GOAL: Together develop a Strategic Plan for Monument that is:

- ✓ **SIMPLE:** Written in plain language, that everyone can easily read and understand.
- ✓ **FOCUSED:** Prioritize and focus on what will most support the vision.
- ✓ **ACCOUNTABLE:** Assign clear responsibility, track progress and share with the community if the strategy is getting anything done!



Strategic Plan Approach and Elements



DRAFT Vision Statement DRAFT

What is the Vision of the Town of Monument, Colorado?

Situated at the gateway to the Pikes Peak region, the Town of Monument stands out as a friendly, close-knit community that offers both a sense of small town charm and access to the conveniences and amenities of modern living. In recent years, the popularity and opportunities available in this area of Colorado, including Monument, have resulted in significant growth and development. Amidst this change, the vision and commitment of the Town of Monument remains steady: **To ensure a safe, welcoming and productive community that empowers individuals and families to prosper together and enjoy the quality lifestyle that they desire.** Forecasting into the future, Monument will remain prepared and capable of balancing responsible growth and development while continually meeting the needs of its residents and preserving its unique small town character all have come to admire and appreciate, including protecting the inspiring natural surroundings which the community values and respects. ~~Looking to the future, Monument will remain prepared and capable of balancing responsible growth and development and meeting the needs of its residents, while also preserving its unique small town character and protecting the inspiring natural surroundings that the community values and appreciates.~~

Because of our Vision, the Town of Monument will always do the following things:

- Set conditions for responsible and thoughtfully planned community growth, while maintaining Monument's small town charm ~~feeling~~ and appeal.
- Protect Monument's natural resources and beauty while enabling community enjoyment of open spaces and recreation opportunities.
- Ensure cooperative, transparent and inclusive Town governance.
- Deliver professional, high quality town services that the community deserves and expects.
- Consider the interests and perspective of Monument's neighboring communities and residents.



John J. Trych

JTrych Strategy and Consulting, LLC



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John J. Trylch

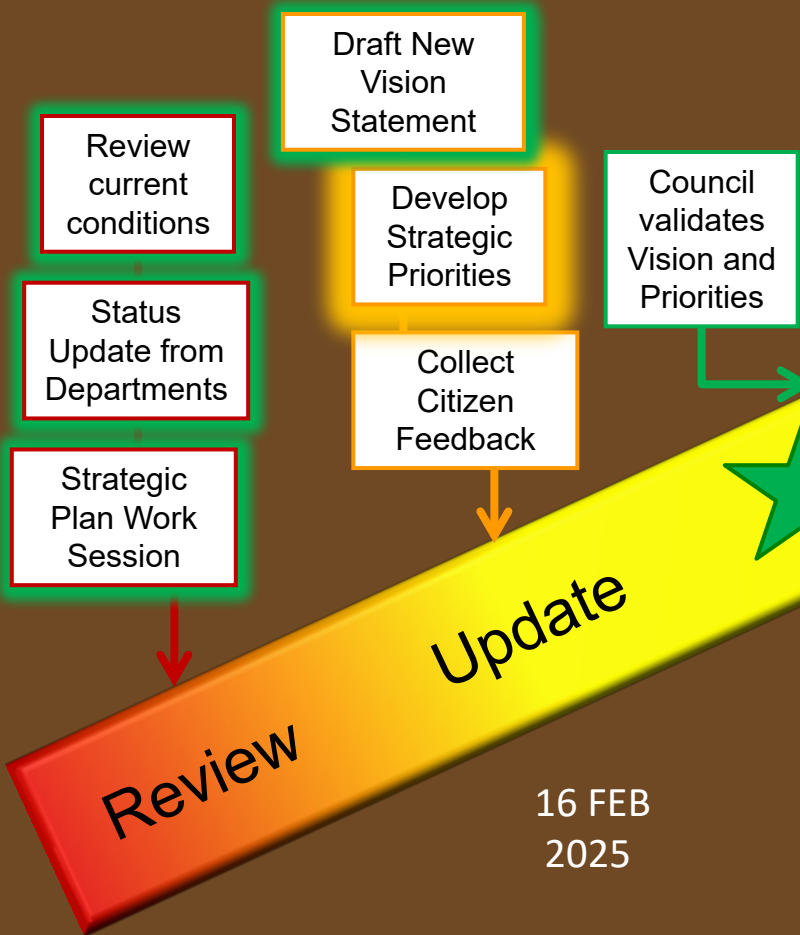
JTrylch Strategy and Consulting, LLC



Strategy Model Planning Timeline

POLICY

- Vision
- Strategic Priorities



ADMINISTRATION

- Objectives
- Tasks



TBD

Present

TBD 2025

TBD 2025

TBD 2025

Four Phase Process:

- ❑ Review of current situation
 - ❑ Update of strategic statements
 - ❑ Development of supporting mechanisms
 - ❑ Presentation of updated strategy
- ** Up to one year to complete Strategy



**TOWN OF MONUMENT
RESOLUTION NO. 04-2025**

**A RESOLUTION ADOPTING A TOWN OF MONUMENT VISION
STATEMENT**

WHEREAS, the Town of Monument (“Town”) is a home rule municipality duly organized and existing under Article XX of the Colorado Constitution and the Town’s Home Rule Charter approved by the electors on November 8, 2022 (“Charter”); and

WHEREAS, the Town Council desires to establish a clear vision statement that shares a sense of who the community is and what they want to be in the future; and

WHEREAS, the vision statement has been developed to reflect the shared goals and aspirations of the residents of Monument.

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

Section 1. Adoption of a Town of Monument Vision Statement. The vision statement attached hereto as Exhibit A is hereby adopted as the official vision for the Town of Monument.

Section 2. Implementation. The Interim Town Manager and relevant staff are directed to incorporate the vision statement into the Town’s strategic planning process, guiding future decision-making initiatives to align with the stated vision.

Section 4. Communication. The Town shall actively communicate the vision statement to the community through various channels, including the Town’s website, publications, and meetings.

PASSED AND RESOLVED by the Town Council of the Town of Monument, El Paso County, Colorado, this 6th day of January 2025, by a vote of for and against.

TOWN OF MONUMENT, COLORADO

By: _____
Mitch LaKind, Mayor

Attest:

Tina Erickson, Town Clerk

EXHIBIT A – TOWN OF VISION STATEMENT

Town of Monument Vision Statement

Situated at the gateway to the Pikes Peak region, the Town of Monument stands out as a friendly, close-knit community that offers both a sense of small-town charm and access to the conveniences and amenities of modern living. In recent years, the popularity and opportunities available in this area of Colorado, including Monument, have resulted in significant growth and development.

Amidst this change, the vision and commitment of the Town of Monument remains steady:

To ensure a safe, welcoming and productive community that empowers individuals and families to prosper together and enjoy the quality lifestyle that they desire.

Forecasting into the future, Monument will remain prepared and capable of balancing responsible growth and development while continually meeting the needs of its residents and preserving its unique small-town character all have come to admire and appreciate, including protecting the inspiring natural surroundings which the community values and respects.

Because of our Vision, the Town of Monument will always do the following things:

- Set conditions for responsible and thoughtfully planned community growth, while maintaining Monument's small-town charm and appeal.
- Protect Monument's natural resources and beauty while enabling community enjoyment of open spaces and recreation opportunities.
- Ensure cooperative, transparent and inclusive Town governance.
- Deliver professional, high-quality town services that the community deserves and expects.
- Consider the interests and perspective of Monument's neighboring communities and residents.





MEMORANDUM

TO: The Honorable Mayor and Town Council
FROM: Dan Ungerleider, AICP, Director of Planning
DATE: January 6, 2025
SUBJECT: Planning Commission Appointments – Martin Trujillo, Daniel Ours, Ray Egley & Donna Hatch.

BACKGROUND: The Town of Monument Planning Commission is to consist of seven (7) regular members and two (2) alternate members, the terms of which are staggered. Alternate members are utilized to ensure a quorum at each meeting and are appointed to serve as regular members in the absence of one or two regular Commissioners. All members are appointed for a two-year term.

As of January 2, 2025, the Town of Monument Planning Commission consists of seven (7) regular members and one (1) alternate member. Recently, Greg Collins, a Planning Commissioner, notified the Planning Department that he would no longer like to serve on the Planning Commission. As a result, there are six (6) members of the commission and one (1) alternate. With the staggered reappointing of existing members: Martin Trujillo, Daniel Ours and Ray Egley; planning staff request the appointment of the current alternate, Donna Hatch, to full Planning Commissioner. The Planning Department will advertise the two (2) alternate vacancies until filled. To date no applications have been received.

STAFF RECOMMENDATION: Appointment of Martin Trujillo, Daniel Ours, Ray Egley and Donna Hatch as members to the Planning Commission for a two-year term effective January 8, 2025, through December 31, 2026.

REQUESTED ACTION: A motion to approved Resolution No. 05-2025, a resolution appointing Martin Trujillo, Daniel Ours, Ray Egley and Donna Hatch to serve as members of the Town of Monument Planning Commission for the remainder of a two-year term beginning January 8, 2025, and expiring December 31, 2026.

ATTACHMENTS:

1. Planning Commission Membership Roster – Updated 12/18/2024
2. Resolution No. 05-2025 - A Resolution Appointing Members to the Planning Commission - Martin Trujillo, Daniel Ours, Ray Egley and Donna Hatch

Planning Commission Appointments
January 6, 2025

Attachment 1
Planning Commission Membership Roster
(Updated 12/18/2024)

Name	Term Expiration	Renewable (Y/N)	Terms Remaining
Martin Trujillo, Chair	12/31/2026	Y	1
Daniel Ours, Vice Chair	12/31/2026	N	NA
Cathy Green	12/31/2025	Y	3
Ray Egley	12/31/2026	Y	2
Chad Smith	12/31/2025	Y	3
Corey Petersen	12/31/2025	Y	3
Donna Hatch	12/31/2026	Y	3
Vacant, Alternate	na	Y	4
Vacant, Alternate	na	Y	4

2.40.020 - Membership—Terms—Term limit—Vacancies.

The planning commission shall consist of seven regular members and two alternates. The term of each planning commission member and alternates shall be two years, ending December 31 of the year immediately following the year of his or her appointment, or until his or her successor is appointed. Terms shall be staggered with three members being appointed during the same year for terms of two years, and four members being appointed the following year for terms of two years. Members shall serve no more than four consecutive terms. Terms are considered consecutive unless they are at least a term apart. Current members who have served in excess of four consecutive terms shall serve until their current term expires.

Vacancies occurring otherwise than through the expiration of term shall be filled for the remainder of the unexpired term by appointment by the Board of Trustees.

(Ord. 27-2007 § 1; Ord. 21-2000 § 1; Ord. 6-97: prior code § 2-10-2)

(Ord. No. 04-2013, § 1, 2-4-2013; Ord. No. 12-2017, § 1, 6-19-17)

**Planning Commission Appointments
January 6, 2025**

Attachment 2

**Resolution No. 05-2025 - A Resolution Appointing Members to the Planning Commission
(Martin Trujillo, Daniel Ours, Ray Egley and Donna Hatch)**

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**Town of Monument
Resolution 05-2025**

**A RESOLUTION APPOINTING MEMBERS OF THE PLANNING COMMISSION – MARTIN TRUJILLO,
DANIEL OURS, RAY EGLEY & DONNA HATCH**

WHEREAS, pursuant to Section 2.40.020 of the Monument Municipal Code, the Planning Commission shall consist of seven (7) regular members and two (2) alternate members; and

WHEREAS, Planning Commission terms are for two (2) years, required to be staggered, and Commissioners shall serve no more than four (4) consecutive terms; and

WHEREAS, one (1) alternate member position remains vacant; and

WHEREAS, staggered reappointments for Martin Trujillo, Daniel Ours and Ray Egley have been applied in consideration of their appointment to the Planning Commission; and

WHEREAS, with the appointment of Donna Hatch as a full member, two (2) alternate member vacancies will remain on the Planning Commission; and

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

Martin Trujillo, Daniel Ours, Ray Egley and Donna Hatch are hereby appointed to the position of member of the Town of Monument Planning Commission. The term of this appointment shall commence on January 8, 2025, and shall terminate on December 31, 2026, thereby completing the remaining portion of a two-year term.

PASSED AND RESOLVED by the Town of Monument, El Paso County, Colorado, this 6th day of January 2025, by a vote of ___ for and ___ against.

TOWN OF MONUMENT

Mitch LaKind, Mayor

ATTEST:

Tina Erickson, Town Clerk



MEMORANDUM

TO: The Honorable Mayor and Town Council
FROM: Dan Ungerleider, AICP, Director of Planning
DATE: January 6, 2025
SUBJECT: Case No. FPD-23-017
Approval of a Preliminary and Final Plat known as Jackson Creek North PMD
Filing No.1.

During the December 2, 2024, regular Town Council meeting, the Council received the Planning Commission's recommendations and initiated a public hearing for the Final Plat, formally known as Jackson Creek North PMD Filing No. 1. Following the discussion, the Council continued the public hearing to December 16, 2024, to give the Applicant and Triview Metropolitan District time to address concerns raised about the planned Higby Road improvements outside and north of the Higby Road right of way and the Town's municipal boundary.

On December 16, 2024, the Town Council, at the Applicant's and Triview Metropolitan District's request, continued the public hearing to January 6, 2025. Given the holidays, it has been difficult to bring all parties together to appropriately address those concerns expressed on December 2, 2024. As a result, the Applicant is requesting the public hearing be continued to January 21, 2025.

Requested Action: A motion to **CONTINUE** the Town Council Public Hearing, which started on December 2, 2024, continued to December 16, 2024, and January 6, 2025, for the Preliminary and Final Plat for Jackson Creek North PMD Filing No. 1, to January 21, 2025.

Note - As previously requested by the Town Council, Triview Metropolitan District will be providing a brief update on the design, financing and construction of the Higby Road Improvements during the January 6, 2025, meeting. A copy of Triview's presentation can be found [\[here\]](#), posted on Triview's Higby Road Improvement's webpage [\[link\]](#).



MEMORANDUM

TO: The Honorable Mayor and Town Council
FROM: Dan Ungerleider, AICP, Director of Planning
DATE: January 6, 2025
SUBJECT: PUBLIC HEARING on Resolution No. 06-2025 - A Resolution Approving the Final Plat for Falcon Commerce Center Filing No. 4

Overview. The Applicant, Forest Lakes LLC, is requesting approval of a Final Planned Unit Development and Final Plat to develop two industrial/warehouse/distribution facility buildings on the approximately 23.1 acres Parcel at Falcon Commerce Center (FCC). Falcon Commerce Center is situated south of Baptist Road, west of I-25, and north of the United States Air Force Academy. The subject property is located at the southwest corner of Terrazzo Drive and Squadron Drive, east of the existing UPS distribution center, north of the Eagle Rock distribution center currently finishing construction, and south of the recently opened QuikTrip convenience store/gas station [Attachment 1 – Location, Zoning and Future Land Use Maps].

On December 11, 2024, the Planning Commission conducted a public hearing in consideration of the request to approve the Final Plat for Falcon Commerce Center Filing No. 4 (Attachment 2 – Planning Commission draft minutes, dated 12/11/2024.) During the public hearing, Staff presented a Staff Report summarizing the Applicant’s request and confirmed that the Town’s Development Review Team and its partners found the proposed plat and related warehouse development to be consistent with the Town’s Comprehensive Plan, Town’s Development Code, and the Preliminary Planned Unit Development governing the subject property.

At the conclusion of the hearing, the Planning Commission, by vote of 4 to 3, recommended **APPROVAL** of the Final Plat for Falcon Commerce Center Filing No. 4, subject to the Findings of Fact heretofore attached as Attachment 3, Exhibit J.

Requested Action. A motion to **APPROVE** Resolution No. 06-2025 (Attachment 4), a resolution approving the Final Plat for Falcon Commerce Center Filing No. 4, supported by the following exhibits:

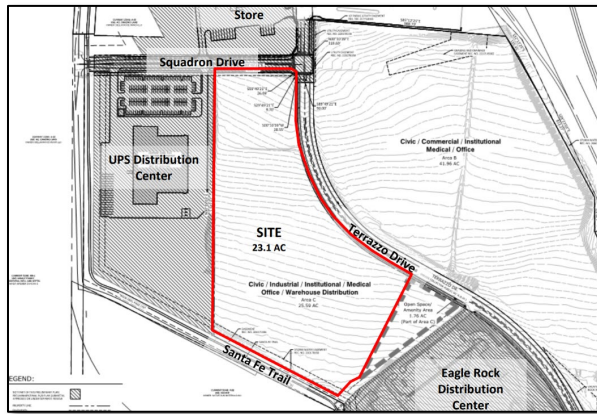
- A. Legal Description [[link](#)].
- B. Falcon Commerce Center Filing No. 4 Final Plat, prepared by Edward-James Surveying Inc, last revised 12/23/2024 [[link](#)].
- C. Falcon Commerce Center Filing No. 4 Final PUD Plan, prepared by NES Inc, last revised 12/23/2024, provided by reference only [[link](#)].
- D. Building Renderings, dated 10/1/2024, provided by reference only [[link](#)].

- E. Falcon Commerce Center Filing No. 4 Final Drainage Report, prepared by Kiowa Engineering Corporation, dated 10/28/2024, provided by reference only [\[link\]](#).
- F. Squadron & Terrazzo Industrial/Traffic Generation Analysis, prepared by SM Rocha Traffic and Transportation Consultants, dated 5/21/2024, provided by reference only [\[link\]](#).
- G. Falcon Commerce Center Geologic Hazards Evaluation, prepared by CTL Thomson Inc, dated 2/26/2020, provided by reference only [\[link\]](#).
- H. Falcon Commerce Center Environmental Assessment Report, prepared by Bristlecone Ecology LLC, dated 4/23/2020, provided by reference only [\[link\]](#).
- I. Falcon Commerce Center Filing No. 4 Project Narrative, prepared by NES Inc, revised 10/1/2024, provided by reference only [\[link\]](#).
- J. Planning Commission Findings of Fact, dated 12/11/2024 [\[link\]](#).

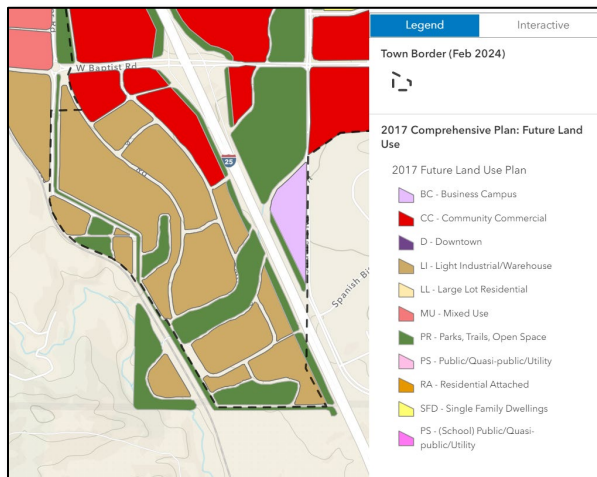
Attachments

- 1. Location, Zoning and Future Land Use Maps
- 2. Planning Commission draft minutes, dated 12/11/2024
- 3. Resolution 06-2025 and Exhibits (listed above)

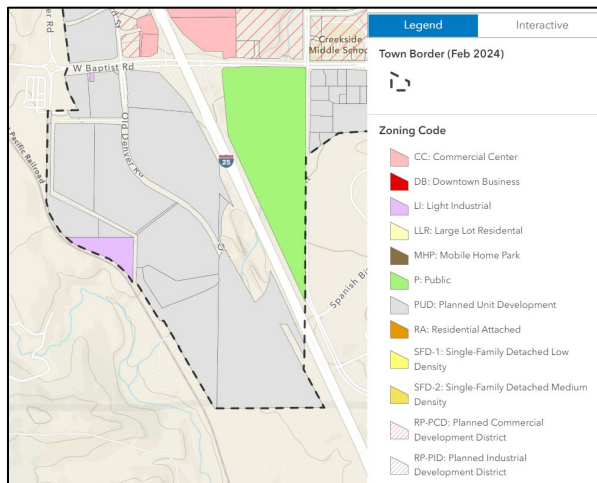
Attachment 1
Location, Zoning and Comprehensive Plan Land Use Maps



location



future land use



zoning map



**TOWN OF MONUMENT PLANNING COMMISSION - DRAFT
REGULAR MEETING**

Wednesday December 11th, 2024

Hybrid Meeting-In person and remote participation Via Microsoft TEAMS

1. Call to order, Pledge of Allegiance, Roll Call:

- a. Vice-Chair Ours called the meeting/hearing of the Planning Commission of the Town of Monument, Colorado, to order at 6:00 pm at Monument Town Hall and led those assembled in the Pledge of Allegiance.

PLANNING COMMISSION	TOWN STAFF
PRESENT: Chair Martin Trujillo Commissioner Greg Collins Commissioner Ray Egley Commissioner Cathy Green Commissioner Chad Smith Commissioner Corey Petersen Alternate Commissioner Donna Hatch	Rey Medina, Planner I Dan Ungerleider, Planning Director Doug Stallworthy (Town Attorney)
ATTENDED REMOTELY:	
ABSENT: Vice Chair Daniel Ours	

2. Approval of Minutes/Agenda Modification

- a. Move to approve the minutes from the November 13th, 2024, Planning Commission Meeting.
Commissioner Green motioned to approve the minutes; Commissioner Egley seconded; passed 7-0

3. Hearing/Meeting Items

3a. PUBLIC HEARING: *Case No 2023-045-FPD: a request for APPROVAL of a Final Planned Unit Development for Panda Express, legally described as Lot 5A, Monument Marketplace North Filing No. 1A, and located at 16481 Cinematic View.*

- i. Public Hearing was open and closed with members of the public present.
- ii. Staff Presentation: Director, Dan Ungerleider presented the project to the Planning Commission.
- iii. Public Comments: n/a
- iv. Commissioner Comments:
 - a) Green – Voices her concern about building orientation. Urban design principals would guide the front of the building to face Jackson Creek Parkway.
 - Staff response: Code nor Preliminary PUD do not enforce the requirement of building orientation. The requirement of orientation can come in future conversations during the comprehensive plan update.
 - b) Egley – Sidewalk off Jackson Creek Parkway will be ADA compliant. Answer: Yes.
 - c) Egley – Concerned about connectivity between all sites in the Monument Marketplace North.
 - Connectivity occurs along the sidewalk of Jackson Creek Parkway. Connecting the sites internally would cause pedestrians to move through parking lots.

- d) Petersen – Questioned why there is no sidewalk being proposed along Cinematic View.
 - Staff: The preliminary PUD did not identify a sidewalk, additionally, Cinematic View is not a public road that the Town can enforce the requirements of sidewalks.
- e) Hatch – Is provided clarity of the site plan from the applicant.
- f) Trujillo – Is there going to be any issues with water retention in this area?
 - Staff: The applicant's Stormwater Drainage report identifies that drainage will not be an issue.

i. Commissioner Smith made a motion:

- a) Motion: "I make a motion to recommend **APPROVAL** of the applicant's request to approve the Final Planned Unit Development for Panda Express, legally described as Lot 5A, Monument Marketplace North Filing No. 1A, and located at 16481 Cinematic View, based upon the Findings of Fact attached hereto as Exhibit 4 in the Staff Report."
- b) Commissioner Collins seconded the motion; motion passed (7-0).

3b. PUBLIC HEARING: Case No 2024-010-FPD: A request for APPROVAL of a Final Planned Unit Development and Final Plat for Falcon Commerce Center Filing 4.

- i. Public Hearing was open and closed with members of the public present.
- ii. Staff Presentation: Director, Dan Ungerleider presented the project to the Planning Commission.
- iii. Public Comments: n/a
- iv. Commissioner Comments:
 - a) Green – disputes the validity of this development following the guidelines set in the Comprehensive Plan.
 - b) Egley – Can you describe the type and size of truck and trailers?
 - Applicant responds 13 feet.
 - c) Egley – Did we receive comments from the AFA?
 - Staff – Yes, we received general comments.
 - d) Egley – How would the Town enforce the removal of truck spaces?
 - We would need to discuss with the applicant how they plan to address overnight parking and prevent this from occurring. The applicant's proposed parking is intended for trucks actively utilizing the space.
 - e) Petersen – Is this area gated?
 - Potentially, if required.
 - f) Smith – question about land dedication. Is the applicant providing the land dedication requirement provided in code?
 - The applicant responds explaining the land dedication requirement is either provided or a park fee in lieu must be provided, therefore the payment is being made.
 - g) Collins – How many loading doors are you presenting tonight?
 - Building B – 24 dock positions; Building A-54 spaces. Total 78
 - Trailer parking doesn't seem to adequately work for 78 docks.
 - Discussion ensues.
 - h) Trujillo – What is the staff reasoning for not wanting trailer parking?
 - There are concerns about the number of trucks currently traveling in this area and staff wanted to ensure that the Planning Commission was able to hear the applicants' reasoning and decide for themselves, not to skip the conversation.
 - i) Trujillo – Voices concern of transient crime. What type of security will you be providing?
 - Security is broken down to companies that are leasing the space.
 - g) Trujillo – To staff, how do we plan to tackle the traffic concerns in this area.
 - The applicant paid into the CDOT traffic circle to mitigate the traffic concerns that were occurring in this area.
 - h) Egley – Requests the building height not exceed 41 feet.
 - Applicant requests a 5-foot buffer on height.

- i) Green – In the preliminary PUD were these buildings shown exactly as presented today?
 - No, but very similar.
- j) Smith – Concerns about intersection at Terrazzo because he feels the roundabout is currently inadequate.

ii. Commissioner Collins made a motion:

- a) Motion: “I make A motion to make a recommendation to recommend **APPROVAL** of the Final Planned Unit Development and Final Plat for Falcon Commerce Center Filing No. 4, based upon the Findings of Fact attached hereto as Exhibit 4 in the Staff Report.”
- b) Commissioner Hatch seconded the motion; motion passed (4-3).

3c. PUBLIC HEARING: Case No. 2024-015-SK: A request for Sketch Plan Review **Approval for Woodmoor Placer Replat B, a proposed six (6) lot planned commercial development.**

- v. Public Hearing was open and closed with members of the public present.
- vi. Staff Presentation: Director, Dan Ungerleider presented the project to the Planning Commission.
- vii. Public Comments: n/a
- viii. Commissioner Comments:
 - a) Green – Requests a breakdown of the entitlement process, assuming this project is approved.
 - Applicant and Green discuss the interest in having a site design requirement that makes buildings face into Jackson Creek Parkway.
 - b) Egley – Voices traffic concerns. The proposed single entry is located just before the traffic light in front of the YMCA. This could cause traffic concern for the development. The Traffic Report should address these concerns.
 - c) Petersen – continues the orientation discussion from earlier. However, he is of the opinion that 4-sided architecture is more favorable rather than requiring a building orientation.
 - d) Collins – What is the vision for commercial space at this location?
 - Mix of uses, office, retail, etc.
 - k) Egley – Is it possible to limit the subdivision to 6 lots?
 - Staff explains the applicant must prove how the future submittal is consistent with the approved sketch plan.
 - l) Hatch – Are there any established walkways in this project.
 - Applicant responds with yes and describes the established walkway connections.
 - m) Green – Can we set a height limit?
 - The height limit is stated from the Town Code.
 - n) Trujillo – We need to take a better interest in the Town’s needs for this type of site. Signage should be well considered, height, etc. “Provide the community with something valuable.”

iii. Commissioner Smith made a motion:

- c) Motion: “I make A motion to **APPROVE** by resolution the Applicant’s Sketch Plan for Woodmoor Placer Replat B, based upon approval criteria listed in Monument Land Development Code Section 18.02.240.C., with the following conditions: 1) a unified sign program, 2) buildings shall have four-sided architecture.”
- d) Chair Trujillo seconded the motion; motion passed (6-1).

4. Other Topics:

- a. The annual vote for Chair and Co-chair will occur during the January 8th PC Meeting.

5. Adjournment: Chair Trujillo moved to adjourn the meeting/hearing of the Planning Commission at 8:44 pm.

Next Planning Commission Meeting: January 8th, 2025.

The public is welcome to attend either in person or online for the Planning Commission meetings. Town of Monument meetings/hearings Live Stream or video Meetings Online

- **Monument meetings/hearings live stream or video meeting recordings can be found online** - Please follow this (YouTube) link to view all PC meetings/hearings: <http://bit.ly/2uZxjfa>
- **Streaming meetings:** Instructions can be found on the Town website: <https://www.townofmonument.org/263/Planning-Commission-Board-of-Adjustment>
- **Meeting Minutes:** Minutes taken by staff are action summaries. As per the Planning Commission Bylaws, all public meetings of the Commission shall be recorded by electronic device. Any person desiring to have a meeting recorded by a stenographic reporter, at his or her expense, may do so, provided that it does not otherwise disrupt the proceedings.

IMPORTANT NOTE: Accommodations for the hearing impaired can be made upon request with 24 hours' notice. Please call 719-481-2954.

Reference: All Development project information can be found on the town website at <https://www.townofmonument.org/235/Development-Projects>.

Note that each project that is applied for with the Town of Monument is reviewed fully by the Planning Department Staff prior to allowing a submission to the Planning Commission or Town Council. At the meetings/hearings, applicants and Staff will provide details such as possible conditions, density, development capacity and all current and previous approvals. This will include project referrals, which are completed prior to all projects to verify conformance and approval criteria before being brought forth to the Planning Commission.

**TOWN OF MONUMENT
RESOLUTION NO. 06-2025**

**A RESOLUTION APPROVING A FINAL PLAT FOR
FALCON COMMERCE CENTER FILING NO. 4**

WHEREAS, Andy Crimmins of Van Trust, has applied for Final Plat of the property known as Falcon Commerce Center Filing No. 4; and

WHEREAS, the Monument Planning Commission conducted a public hearing on this application on December 11, 2024, and made a recommendation for APPROVAL by a vote of 4 to 3;

WHEREAS, the Monument Town Council received the Planning Commission's recommendation and conducted a public hearing on January 6, 2025;

WHEREAS, the Monument Town Council hereby determines that the Final Plat is in conformance with the review and approval criteria for a Final Plat as outlined in Municipal Code Section 18.02.260.

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

Section 1. Incorporation. The recitals set forth above are incorporated and resolved as if set forth in the section in full.

Section 2. Approval. The approval is for the property known as Falcon Commerce Center Filing No. 4, consisting of approximately 23.11 acres, located at the southwest corner of Terrazzo Drive and Squadron Drive and legally described in Exhibit A attached hereto. The Town Council approves the Final Plat for Falcon Commerce Center Filing No. 4, attached hereto as Exhibit B, and supported by the following exhibits:

- Exhibit A. Legal Description - Falcon Commerce Center Filing No. 4
- Exhibit B. Falcon Commerce Center Filing No. 4 Final Plat, prepared by Edward-James Surveying Inc, last revised 12/23/2024.
- Exhibit C. Falcon Commerce Center Filing No. 4 Final PUD Plan, prepared by NES Inc, last revised 12/23/2024 (by reference only).
- Exhibit D. Building Renderings, dated 10/1/2024 (by reference only).
- Exhibit E. Falcon Commerce Center Filing No. 4 Final Drainage Report, prepared by Kiowa Engineering Corporation, dated 10/28/2024 (by reference only).
- Exhibit F. Squadron & Terrazzo Industrial/Traffic Generation Analysis, prepared by SM Rocha Traffic and Transportation Consultants, dated 5/21/2024 (by reference only).
- Exhibit G. Falcon Commerce Center Geologic Hazards Evaluation, prepared by CTL Thomson Inc, dated 2/26/2020 (by reference only).
- Exhibit H. Falcon Commerce Center Environmental Assessment Report, prepared by Bristlecone Ecology LLC, dated 4/23/2020 (by reference only).

Exhibit I. Falcon Commerce Center Filing No. 4 Project Narrative, prepared by NES Inc, revised 10/1/2024 (by reference only).

Exhibit J. Planning Commission Findings of Fact, dated 12/11/2024.

Section 4. Effective Date. This Resolution shall become effective and be in full force and effect immediately upon approval.

Section 5. Severability. If any portion of this Resolution or the application thereof shall be found to be invalid by a court, such invalidity shall not affect the remaining portions or applications which can be given effect without the invalid portion or application, provided such remaining portions or applications are not determined by the court to be inoperable.

PASSED AND RESOLVED by the Town Council of the Town of Monument, El Paso County, Colorado, this 6th day of January 2025, by a vote of ___ for and ___ against.

TOWN OF MONUMENT

Mitch LaKind, Mayor

ATTEST:

Tina Erickson, Town Clerk

Falcon Commerce Center Filing No. 4**LEGAL DESCRIPTION:**

A TRACT OF LAND BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS; THE EASTERLY BOUNDARY LINE OF LOT 1, UNITED PARCEL SERVICE DISTRIBUTION CENTER FILING NO. 1, AS RECORDED UNDER RECEPTION NO. 221714740, BEING MONUMENTED ON EACH END BY A NO. 5 REBAR AND ORANGE PLASTIC CAP STAMPED PLS 38141 BARRON LAND" AT GROUND LEVEL, PLATTED AS BEARING N00°18'03"E, A DISTANCE OF 1,347.61 FEET.

COMMENCING AT THE NORTHEAST CORNER OF LOT 1, UNITED PARCEL SERVICE DISTRIBUTION CENTER FILING NO. 1, AS RECORDED UNDER RECEPTION NO. 221714740, SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SQUADRON DRIVE AS PLATTED IN FALCON COMMERCE CENTER FILING NO. 1, RECORDED UNDER RECEPTION NUMBER 220714637, SAID POINT BEING THE POINT OF BEGINNING; THENCE ON SAID SOUTHERLY AND WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES;

1. S89°49'19"E A DISTANCE OF 386.90 FEET;
2. S59°49'21"E A DISTANCE OF 26.09 FEET;
3. S29°49'21"E A DISTANCE OF 9.70 FEET;
4. S00°10'39"W A DISTANCE OF 28.55 FEET TO THE NORTHWEST CORNER OF TERRAZZO DRIVE AS PLATTED IN FALCON COMMERCE CENTER FILING NO. 2, RECORDED UNDER RECEPTION NUMBER 222715027;

THENCE ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID TERRAZZO DRIVE THE FOLLOWING THREE (3) COURSES:

1. S00°10'39"W A DISTANCE OF 155.52 FEET TO A POINT OF CURVE;
2. ON THE ARC OF A CURVE TO THE LEFT, HAVING A DELTA OF 60°53'12", A RADIUS OF 870.00 FEET A DISTANCE OF 924.52 FEET TO A POINT OF TANGENT;
3. S60°42'33"E A DISTANCE OF 175.42 FEET;

THENCE S27°40'07"W A DISTANCE OF 576.20 FEET; THENCE S37°07'32"E A DISTANCE OF 9.76 FEET TO A POINT ON THE NORTHERLY BOUNDARY LINE OF TRACT A AS PLATTED IN SAID FALCON COMMERCE CENTER FILING NO. 2; THENCE ON SAID NORTHERLY LINE THE FOLLOWING TWO (2) COURSES:

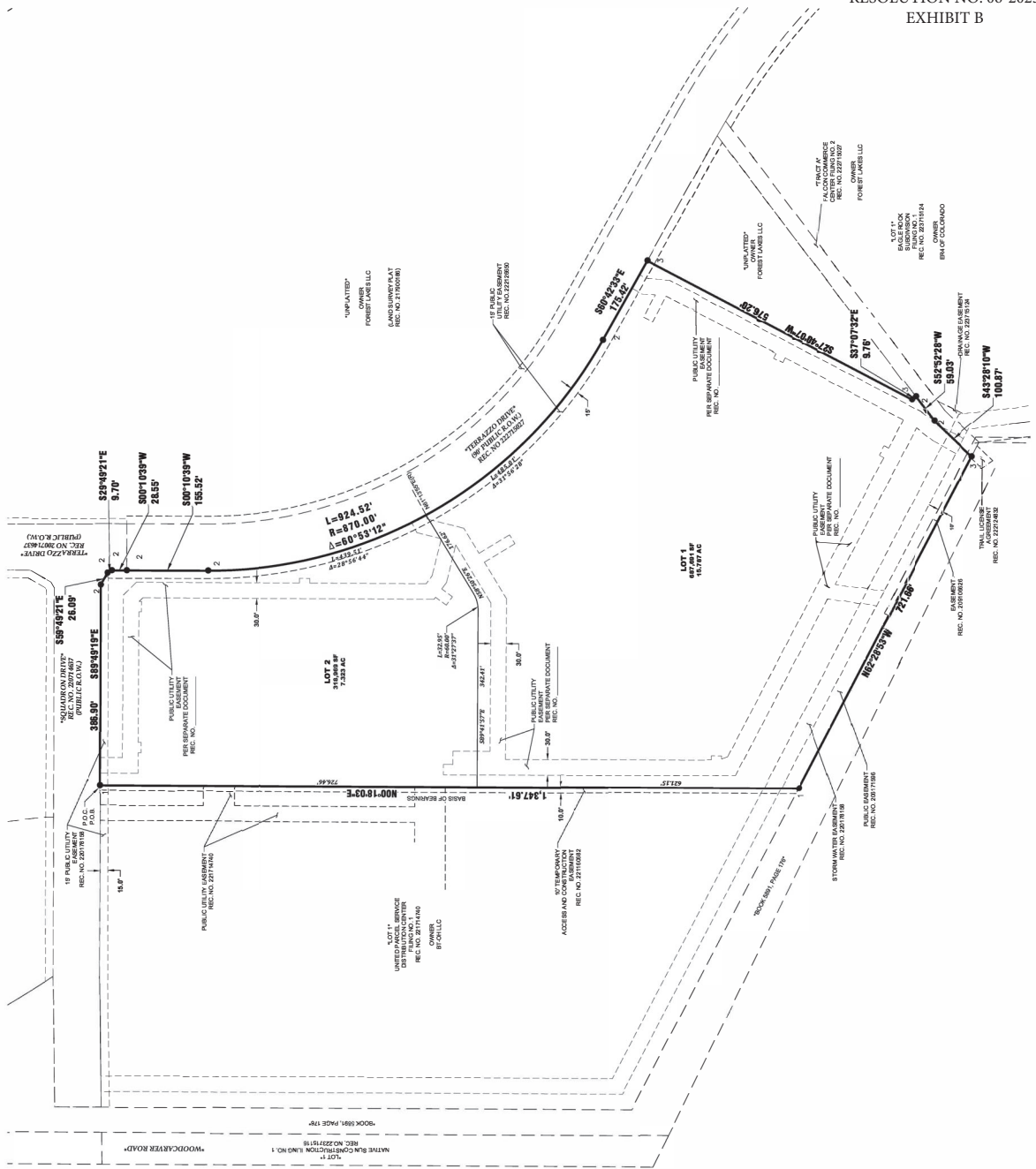
1. S52°52'28"W A DISTANCE OF 59.03 FEET;
2. S43°28'10"W A DISTANCE OF 100.87 FEET TO A POINT ON THE WESTERLY BOUNDARY LINE OF THE LAND SURVEY RECORDED UNDER RECEPTION 217900186 SAID POINT BEING ON THE NORTHEASTERLY BOUNDARY LINE OF THE PARCEL OF LAND DESCRIBED IN BOOK 5891 AT PAGE 176;

THENCE N62°28'53"W ON SAID BOUNDARY LINE A DISTANCE OF 721.66 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 1, UNITED PARCEL SERVICE DISTRIBUTION CENTER FILING NO. 1, AS RECORDED UNDER RECEPTION NO. 221714740; THENCE N00°18'03"E ON THE EASTERLY BOUNDARY LINE OF SAID LOT 1 A DISTANCE OF 1,347.61 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 1,006,660 SQUARE FEET OR 23.110 ACRES.

FALCON COMMERCE CENTER FILING NO.4

FINAL PLAT



NO.	REVISIONS	DATE
1	INITIAL SURVEY	06-20-2025

EDWARD-JAMES
SURVEYING, INC.
926 Elkton Drive
Pueblo, CO 81008
Office: (719) 545-6240
Fax: (719) 545-6247



A PORTION OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 11 SOUTH,
RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF MOUNTAIN, COUNTY OF EL PASO, STATE OF COLORADO

OWNER BY	JMT
CREATED BY	JMT
FILED BY	JMT
DATE	06-20-2025
TIME	10:00
SHEET NO.	2 OF 2

RESOLUTION NO. 06-2025
EXHIBIT B

Exhibits included by reference only:

- Exhibit C. Falcon Commerce Center Filing No. 4 Final Plat, prepared by Edward-James Surveying Inc, last revised 12/23/2024 [by reference only.]
- Exhibit D. Building Renderings, dated 10/1/2024 [by reference only.]
- Exhibit E. Falcon Commerce Center Filing No. 4 Final Drainage Report, prepared by Kiowa Engineering Corporation, dated 10/28/2024 [by reference only].
- Exhibit F. Squadron & Terrazzo Industrial/Traffic Generation Analysis, prepared by SM Rocha Traffic and Transportation Consultants, dated 5/21/2024 [by reference only].
- Exhibit G. Falcon Commerce Center Geologic Hazards Evaluation, prepared by CTL Thomson Inc, dated 2/26/2020 [by reference only].
- Exhibit H. Falcon Commerce Center Environmental Assessment Report, prepared by Bristlecone Ecology LLC, dated 4/23/2020 [by reference only].
- Exhibit I. Falcon Commerce Center Filing No. 4 Project Narrative, prepared by NES Inc, revised 10/1/2024 [by reference only].

FINDINGS OF FACT

Falcon Commerce Center Filing No. 4 - Final Plat

1. The proposed use meets the intent of Comprehensive Plan designation for the property.
2. The final planned unit development is consistent with the approved preliminary planned unit development.
3. Onsite circulation and access are designed for the anticipated type of pedestrian and vehicular traffic generated by the restaurant and drive through.
4. Building design in terms of orientation, spacing, materials, exterior color and texture, storage and lighting result in a quality architectural design is compatible with the existing and anticipated area commercial and industrial developments.
5. The landscaping is a quality design that enhances the site and is compatible with the surrounding neighborhood as shown by amount, types, and materials used.
6. Adequate off-street parking, both standard and ADA accessible, is provided.
7. The Final Planned Unit Development fits within the context of the planned land use pattern and roadway and utility systems of the larger surrounding area.



MEMORANDUM

TO: The Honorable Mayor and Town Council
FROM: Dan Ungerleider, AICP, Director of Planning
DATE: January 6, 2025
SUBJECT: PUBLIC HEARING on Ordinance No. 01-2025 – An Ordinance Granting Approval of a Final Planned Unit Development for Falcon Commerce Center Filing No. 4

Overview. The Applicant, Forest Lakes LLC, is requesting approval of a Final Planned Unit Development to develop two industrial/warehouse/distribution facility buildings on the approximately 23.1 acres Parcel at Falcon Commerce Center (FCC). Falcon Commerce Center is situated south of Baptist Road, west of I-25, and north of the United States Air Force Academy. The subject property is located at the southwest corner of Terrazzo Drive and Squadron Drive, east of the existing UPS distribution center, north of the Eagle Rock distribution center currently finishing construction, and south of the recently opened QuikTrip convenience store/gas station (Attachment 1 – Location, Zoning and Future Land Use Maps.)

On December 11, 2024, the Planning Commission conducted a public hearing in consideration of the request to approve the Final Plat for Falcon Commerce Center Filing No. 4 (Attachment 2 – Planning Commission draft minutes, dated 12/11/2024.) During the public hearing, Staff presented a Staff Report summarizing the Applicant's request and confirmed that the Town's Development Review Team, and its partners, finding the proposed plat and related warehouse development to be consistent with the Town's Comprehensive Plan, Town's Development Code, and the Preliminary Planned Unit Development governing the subject property.

At the conclusion of the hearing, the Planning Commission, by vote of 4-3, recommended **APPROVAL** of the Final Planned Unit Development for Falcon Commerce Center Filing No. 4, subject to the Findings of Fact and exhibits listed below. A copy of the proposed Ordinance No. 01-2025 is attached hereto (Attachment 3.)

Requested Action. A motion to **APPROVE** Ordinance No. 01-2025, an Ordinance approving a Final Planned Unit Development for Falcon Commerce Center Filing No. 4, supported by the following exhibits.

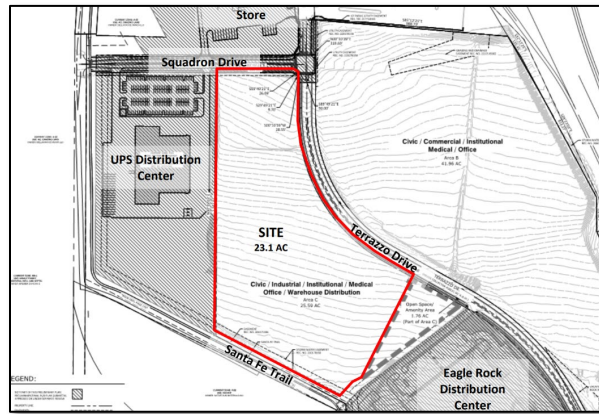
- A. Legal Description [[link](#)].
- B. Falcon Commerce Center Filing No. 4 Final PUD Plan, prepared by NES Inc, last revised 12/23/2024 [[link](#)].
- C. Falcon Commerce Center Filing No. 4 Final Plat, prepared by Edward-James Surveying Inc, last revised 12/23/2024, provided by reference only [[link](#)].
- D. Building Renderings, dated 10/1/2024, provided by reference only [[link](#)].
- E. Falcon Commerce Center Filing No. 4 Final Drainage Report, prepared by Kiowa Engineering Corporation, dated 10/28/2024, provided by reference only [[link](#)].

- F. Squadron & Terrazzo Industrial/Traffic Generation Analysis, prepared by SM Rocha Traffic and Transportation Consultants, dated 5/21/2024, provided by reference only [[link](#)].
- G. Falcon Commerce Center Geologic Hazards Evaluation, prepared by CTL Thomson Inc, dated 2/26/2020, provided by reference only [[link](#)].
- H. Falcon Commerce Center Environmental Assessment Report, prepared by Bristlecone Ecology LLC, dated 4/23/2020, provided by reference only [[link](#)].
- I. Falcon Commerce Center Filing No. 4 Project Narrative, prepared by NES Inc, revised 10/1/2024, provided by reference only [[link](#)].
- J. Planning Commission Findings of Fact, dated 12/11/2024 [[link](#)].

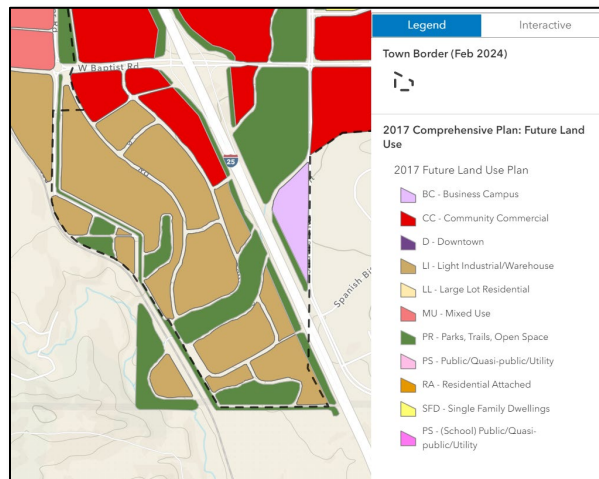
Attachments

- 1. Location, Zoning and Future Land Use Maps
- 2. Planning Commission draft minutes, dated 12/11/2024
- 3. Ordinance No. 01-2025 and Exhibits (listed above)

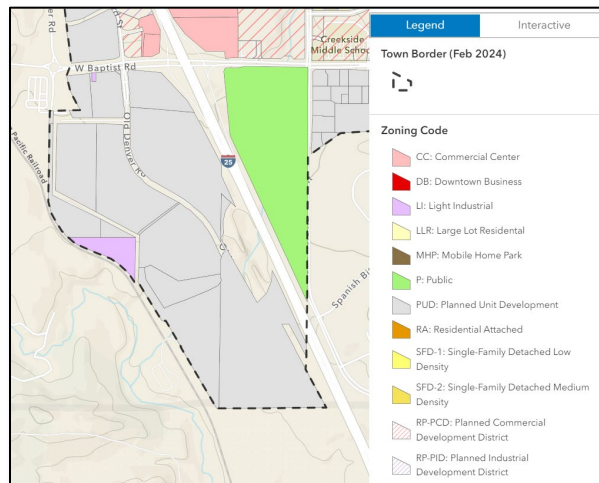
Attachment 1
Location, Zoning and Comprehensive Plan Land Use Maps



location



future land use



zoning map



**TOWN OF MONUMENT PLANNING COMMISSION - DRAFT
REGULAR MEETING**

Wednesday December 11th, 2024

Hybrid Meeting-In person and remote participation Via Microsoft TEAMS

1. Call to order, Pledge of Allegiance, Roll Call:

- a. Vice-Chair Ours called the meeting/hearing of the Planning Commission of the Town of Monument, Colorado, to order at 6:00 pm at Monument Town Hall and led those assembled in the Pledge of Allegiance.

PLANNING COMMISSION	TOWN STAFF
PRESENT: Chair Martin Trujillo Commissioner Greg Collins Commissioner Ray Egley Commissioner Cathy Green Commissioner Chad Smith Commissioner Corey Petersen Alternate Commissioner Donna Hatch	Rey Medina, Planner I Dan Ungerleider, Planning Director Doug Stallworthy (Town Attorney)
ATTENDED REMOTELY:	
ABSENT: Vice Chair Daniel Ours	

2. Approval of Minutes/Agenda Modification

- a. Move to approve the minutes from the November 13th, 2024, Planning Commission Meeting.
Commissioner Green motioned to approve the minutes; Commissioner Egley seconded; passed 7-0

3. Hearing/Meeting Items

3a. PUBLIC HEARING: *Case No 2023-045-FPD: a request for APPROVAL of a Final Planned Unit Development for Panda Express, legally described as Lot 5A, Monument Marketplace North Filing No. 1A, and located at 16481 Cinematic View.*

- i. Public Hearing was open and closed with members of the public present.
- ii. Staff Presentation: Director, Dan Ungerleider presented the project to the Planning Commission.
- iii. Public Comments: n/a
- iv. Commissioner Comments:
 - a) Green – Voices her concern about building orientation. Urban design principals would guide the front of the building to face Jackson Creek Parkway.
 - Staff response: Code nor Preliminary PUD do not enforce the requirement of building orientation. The requirement of orientation can come in future conversations during the comprehensive plan update.
 - b) Egley – Sidewalk off Jackson Creek Parkway will be ADA compliant. Answer: Yes.
 - c) Egley – Concerned about connectivity between all sites in the Monument Marketplace North.
 - Connectivity occurs along the sidewalk of Jackson Creek Parkway. Connecting the sites internally would cause pedestrians to move through parking lots.

- d) Petersen – Questioned why there is no sidewalk being proposed along Cinematic View.
 - Staff: The preliminary PUD did not identify a sidewalk, additionally, Cinematic View is not a public road that the Town can enforce the requirements of sidewalks.
- e) Hatch – Is provided clarity of the site plan from the applicant.
- f) Trujillo – Is there going to be any issues with water retention in this area?
 - Staff: The applicant's Stormwater Drainage report identifies that drainage will not be an issue.

i. Commissioner Smith made a motion:

- a) Motion: "I make a motion to recommend **APPROVAL** of the applicant's request to approve the Final Planned Unit Development for Panda Express, legally described as Lot 5A, Monument Marketplace North Filing No. 1A, and located at 16481 Cinematic View, based upon the Findings of Fact attached hereto as Exhibit 4 in the Staff Report."
- b) Commissioner Collins seconded the motion; motion passed (7-0).

3b. PUBLIC HEARING: Case No 2024-010-FPD: A request for APPROVAL of a Final Planned Unit Development and Final Plat for Falcon Commerce Center Filing 4.

- i. Public Hearing was open and closed with members of the public present.
- ii. Staff Presentation: Director, Dan Ungerleider presented the project to the Planning Commission.
- iii. Public Comments: n/a
- iv. Commissioner Comments:
 - a) Green – disputes the validity of this development following the guidelines set in the Comprehensive Plan.
 - b) Egley – Can you describe the type and size of truck and trailers?
 - Applicant responds 13 feet.
 - c) Egley – Did we receive comments from the AFA?
 - Staff – Yes, we received general comments.
 - d) Egley – How would the Town enforce the removal of truck spaces?
 - We would need to discuss with the applicant how they plan to address overnight parking and prevent this from occurring. The applicant's proposed parking is intended for trucks actively utilizing the space.
 - e) Petersen – Is this area gated?
 - Potentially, if required.
 - f) Smith – question about land dedication. Is the applicant providing the land dedication requirement provided in code?
 - The applicant responds explaining the land dedication requirement is either provided or a park fee in lieu must be provided, therefore the payment is being made.
 - g) Collins – How many loading doors are you presenting tonight?
 - Building B – 24 dock positions; Building A-54 spaces. Total 78
 - Trailer parking doesn't seem to adequately work for 78 docks.
 - Discussion ensues.
 - h) Trujillo – What is the staff reasoning for not wanting trailer parking?
 - There are concerns about the number of trucks currently traveling in this area and staff wanted to ensure that the Planning Commission was able to hear the applicants' reasoning and decide for themselves, not to skip the conversation.
 - i) Trujillo – Voices concern of transient crime. What type of security will you be providing?
 - Security is broken down to companies that are leasing the space.
 - g) Trujillo – To staff, how do we plan to tackle the traffic concerns in this area.
 - The applicant paid into the CDOT traffic circle to mitigate the traffic concerns that were occurring in this area.
 - h) Egley – Requests the building height not exceed 41 feet.
 - Applicant requests a 5-foot buffer on height.

- i) Green – In the preliminary PUD were these buildings shown exactly as presented today?
 - No, but very similar.
- j) Smith – Concerns about intersection at Terrazzo because he feels the roundabout is currently inadequate.

ii. Commissioner Collins made a motion:

- a) Motion: “I make A motion to make a recommendation to recommend **APPROVAL** of the Final Planned Unit Development and Final Plat for Falcon Commerce Center Filing No. 4, based upon the Findings of Fact attached hereto as Exhibit 4 in the Staff Report.”
- b) Commissioner Hatch seconded the motion; motion passed (4-3).

3c. PUBLIC HEARING: Case No. 2024-015-SK: A request for Sketch Plan Review **Approval for Woodmoor Placer Replat B, a proposed six (6) lot planned commercial development.**

- v. Public Hearing was open and closed with members of the public present.
- vi. Staff Presentation: Director, Dan Ungerleider presented the project to the Planning Commission.
- vii. Public Comments: n/a
- viii. Commissioner Comments:
 - a) Green – Requests a breakdown of the entitlement process, assuming this project is approved.
 - Applicant and Green discuss the interest in having a site design requirement that makes buildings face into Jackson Creek Parkway.
 - b) Egley – Voices traffic concerns. The proposed single entry is located just before the traffic light in front of the YMCA. This could cause traffic concern for the development. The Traffic Report should address these concerns.
 - c) Petersen – continues the orientation discussion from earlier. However, he is of the opinion that 4-sided architecture is more favorable rather than requiring a building orientation.
 - d) Collins – What is the vision for commercial space at this location?
 - Mix of uses, office, retail, etc.
 - k) Egley – Is it possible to limit the subdivision to 6 lots?
 - Staff explains the applicant must prove how the future submittal is consistent with the approved sketch plan.
 - l) Hatch – Are there any established walkways in this project.
 - Applicant responds with yes and describes the established walkway connections.
 - m) Green – Can we set a height limit?
 - The height limit is stated from the Town Code.
 - n) Trujillo – We need to take a better interest in the Town’s needs for this type of site. Signage should be well considered, height, etc. “Provide the community with something valuable.”

iii. Commissioner Smith made a motion:

- c) Motion: “I make A motion to **APPROVE** by resolution the Applicant’s Sketch Plan for Woodmoor Placer Replat B, based upon approval criteria listed in Monument Land Development Code Section 18.02.240.C., with the following conditions: 1) a unified sign program, 2) buildings shall have four-sided architecture.”
- d) Chair Trujillo seconded the motion; motion passed (6-1).

4. Other Topics:

- a. The annual vote for Chair and Co-chair will occur during the January 8th PC Meeting.

5. Adjournment: Chair Trujillo moved to adjourn the meeting/hearing of the Planning Commission at 8:44 pm.

Next Planning Commission Meeting: January 8th, 2025.

The public is welcome to attend either in person or online for the Planning Commission meetings. Town of Monument meetings/hearings Live Stream or video Meetings Online

- **Monument meetings/hearings live stream or video meeting recordings can be found online** - Please follow this (YouTube) link to view all PC meetings/hearings: <http://bit.ly/2uZxjfa>
- **Streaming meetings:** Instructions can be found on the Town website: <https://www.townofmonument.org/263/Planning-Commission-Board-of-Adjustment>
- **Meeting Minutes:** Minutes taken by staff are action summaries. As per the Planning Commission Bylaws, all public meetings of the Commission shall be recorded by electronic device. Any person desiring to have a meeting recorded by a stenographic reporter, at his or her expense, may do so, provided that it does not otherwise disrupt the proceedings.

IMPORTANT NOTE: Accommodations for the hearing impaired can be made upon request with 24 hours' notice. Please call 719-481-2954.

Reference: All Development project information can be found on the town website at <https://www.townofmonument.org/235/Development-Projects>.

Note that each project that is applied for with the Town of Monument is reviewed fully by the Planning Department Staff prior to allowing a submission to the Planning Commission or Town Council. At the meetings/hearings, applicants and Staff will provide details such as possible conditions, density, development capacity and all current and previous approvals. This will include project referrals, which are completed prior to all projects to verify conformance and approval criteria before being brought forth to the Planning Commission.

**TOWN OF MONUMENT
ORDINANCE NO. 01-2025**

**AN ORDINANCE APPROVING A FINAL PLANNED UNIT DEVELOPMENT
FOR FALCON COMMERCE CENTER FILING NO. 4**

WHEREAS, the Town of Monument (“Town”) is a home rule municipality duly organized and existing under Article XX of the Colorado Constitution and the Town’s Home Rule Charter approved by the electors on November 8, 2022 (“Charter”); and

WHEREAS, Andy Crimmins of Van Trust, applied for Final Planned Unit Development (PUD) for Falcon Commerce Center Filing No. 4, consisting of approximately 23.11 acres (the “Property”), located at the southwest corner of Terrazzo Drive and Squadron Drive and legally described in Exhibit A attached hereto; and

WHEREAS, the Monument Planning Commission conducted a public hearing on this application on December 11, 2024, and made a recommendation of APPROVAL by a vote of 4 to 3 subject to the attached Findings of Fact (Exhibit J); and

WHEREAS, on January 6, 2025, the Monument Town Council received the Planning Commission’s recommendation and conducted a public hearing, and hereby determined that the Final PUD was generally consistent with the approved Preliminary PUD for Falcon Commerce Center Phase 2, approved by Resolution 56-2022 on July 18, 2022; and

WHEREAS, this Ordinance was introduced by title, considered at public hearing, and voted upon at the regular meeting on the Town Council on January 6, 2025.

**THE TOWN COUNCIL OF THE TOWN OF MONUMENT, COLORADO,
ORDAINS:**

Section 1. Incorporation. The recitals set forth above are incorporated and ordained as if set forth in this section in full.

Section 2. Approval. The Town Council approves the above-identified Final PUD for the property known as Falcon Commerce Center Filing No. 4, consisting of approximately 23.11 acres, located at the southwest corner of Terrazzo Drive and Squadron Drive and legally described in Exhibit A attached hereto and supported by the following exhibits:

Exhibit A. Legal Description - Falcon Commerce Center Filing No. 4.

Exhibit B. Falcon Commerce Center Filing No. 4 Final PUD Plan, prepared by NES Inc, last revised 12/23/2024.

Exhibit C. Falcon Commerce Center Filing No. 4 Final Plat, prepared by Edward-James Surveying Inc, last revised 12/23/2024 [by reference only.]

Exhibit D. Building Renderings, dated 10/1/2024 [by reference only.]

- Exhibit E. Falcon Commerce Center Filing No. 4 Final Drainage Report, prepared by Kiowa Engineering Corporation, dated 10/28/2024 [by reference only].
- Exhibit F. Squadron & Terrazzo Industrial/Traffic Generation Analysis, prepared by SM Rocha Traffic and Transportation Consultants, dated 5/21/2024 [by reference only].
- Exhibit G. Falcon Commerce Center Geologic Hazards Evaluation, prepared by CTL Thomson Inc, dated 2/26/2020 [by reference only].
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- Exhibit I. Falcon Commerce Center Filing No. 4 Project Narrative, prepared by NES Inc, revised 10/1/2024.
- Exhibit J. Planning Commission Findings of Fact, dated 12/11/2024.

Section 3. Publication. Pursuant to Subsection 6.5, 3. Of the Town of Monument Home Rule Charter and Subsection 2.04.030, G, of the Monument Municipal Code, upon approval this Ordinance shall be published on the Town's official website in full for not less than ten (10) days.

Section 4. Authentication and Filing. Upon passage of this Ordinance, it shall be authenticated by the Mayor and Town Clerk and maintained by the Town Clerk in such form as is sufficient to assure reasonable access by the public. Failure to authenticate any ordinance shall not invalidate it or suspend its operation.

Section 5. Effective Date. This Ordinance shall become effective and be in full force and effect ten (10) days after final publication.

Section 7. Severability. If any portion of this Resolution or the application thereof shall be found to be invalid by a court, such invalidity shall not affect the remaining portions or applications which can be given effect without the invalid portion or application, provided such remaining portions or applications are not determined by the court to be inoperable.

The Town Council approves the Final Plat for Falcon Commerce Center Filing No. 4, attached hereto as Exhibit B, and supported by the following exhibits:

PASSED AND RESOLVED by the Town Council of the Town of Monument, El Paso County, Colorado, this 6th day of January 2025, by a vote of ___ for and ___ against.

TOWN OF MONUMENT

Mitch LaKind, Mayor

ATTEST:

Tina Erickson, Town Clerk

Falcon Commerce Center Filing No. 4**LEGAL DESCRIPTION:**

A TRACT OF LAND BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS; THE EASTERLY BOUNDARY LINE OF LOT 1, UNITED PARCEL SERVICE DISTRIBUTION CENTER FILING NO. 1, AS RECORDED UNDER RECEPTION NO. 221714740, BEING MONUMENTED ON EACH END BY A NO. 5 REBAR AND ORANGE PLASTIC CAP STAMPED PLS 38141 BARRON LAND" AT GROUND LEVEL, PLATTED AS BEARING N00°18'03"E, A DISTANCE OF 1,347.61 FEET.

COMMENCING AT THE NORTHEAST CORNER OF LOT 1, UNITED PARCEL SERVICE DISTRIBUTION CENTER FILING NO. 1, AS RECORDED UNDER RECEPTION NO. 221714740, SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SQUADRON DRIVE AS PLATTED IN FALCON COMMERCE CENTER FILING NO. 1, RECORDED UNDER RECEPTION NUMBER 220714637, SAID POINT BEING THE POINT OF BEGINNING; THENCE ON SAID SOUTHERLY AND WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES;

1. S89°49'19"E A DISTANCE OF 386.90 FEET;
2. S59°49'21"E A DISTANCE OF 26.09 FEET;
3. S29°49'21"E A DISTANCE OF 9.70 FEET;
4. S00°10'39"W A DISTANCE OF 28.55 FEET TO THE NORTHWEST CORNER OF TERRAZZO DRIVE AS PLATTED IN FALCON COMMERCE CENTER FILING NO. 2, RECORDED UNDER RECEPTION NUMBER 222715027;

THENCE ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID TERRAZZO DRIVE THE FOLLOWING THREE (3) COURSES:

1. S00°10'39"W A DISTANCE OF 155.52 FEET TO A POINT OF CURVE;
2. ON THE ARC OF A CURVE TO THE LEFT, HAVING A DELTA OF 60°53'12", A RADIUS OF 870.00 FEET A DISTANCE OF 924.52 FEET TO A POINT OF TANGENT;
3. S60°42'33"E A DISTANCE OF 175.42 FEET;

THENCE S27°40'07"W A DISTANCE OF 576.20 FEET; THENCE S37°07'32"E A DISTANCE OF 9.76 FEET TO A POINT ON THE NORTHERLY BOUNDARY LINE OF TRACT A AS PLATTED IN SAID FALCON COMMERCE CENTER FILING NO. 2; THENCE ON SAID NORTHERLY LINE THE FOLLOWING TWO (2) COURSES:

1. S52°52'28"W A DISTANCE OF 59.03 FEET;
2. S43°28'10"W A DISTANCE OF 100.87 FEET TO A POINT ON THE WESTERLY BOUNDARY LINE OF THE LAND SURVEY RECORDED UNDER RECEPTION 217900186 SAID POINT BEING ON THE NORTHEASTERLY BOUNDARY LINE OF THE PARCEL OF LAND DESCRIBED IN BOOK 5891 AT PAGE 176;

THENCE N62°28'53"W ON SAID BOUNDARY LINE A DISTANCE OF 721.66 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 1, UNITED PARCEL SERVICE DISTRIBUTION CENTER FILING NO. 1, AS RECORDED UNDER RECEPTION NO. 221714740; THENCE N00°18'03"E ON THE EASTERLY BOUNDARY LINE OF SAID LOT 1 A DISTANCE OF 1,347.61 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 1,006,660 SQUARE FEET OR 23.110 ACRES.

FINAL PUD PLAN

Vicinity Map

[illegible]

OFF-STREET PARKING REQUIRED PER TABLE 5.1 OF SECTION 18.05.015		
REQUIREMENT	SPACES REQUIRED	
1.1 AND 1.2 SPACE PER EMPLOYEE	215 Employees (Estimate)	324
LOT 1	124 Employees (Estimate)	186
LOT 2	92 Employees (Estimate)	138
TOTAL REQUIRED		324
TOTAL PROVIDED		376

ENTITLEMENT

TRACT OF LAND BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 35 TOWNSHIP 36 NORTH RANGE 10 EAST, COUNTY OF EL PASO, STATE OF TEXAS, BEING MORE PARTICULARLY DESCRIBED

Owner:	Contractor:	Architect:	Engineer:	Surveyor:
Forest Lanes, LLC 1201 Walnut St STE 1100 Kansas City, MO 64106	Landmark Homeside Structures	NES Inc. 10000 Capitola Avenue, Suite 200 Colorado Springs, CO 80903	Kiewit Engineering Corporation 5915 S. Middlefield RD STE 200 Littleton, CO 80120	Edward James Surveying, Inc. 8007
1 OF 20:	1 OF 20:	1 OF 20:	1 OF 20:	1 OF 20:
Final P&ID Sheet	Final P&ID Sheet	Final P&ID Sheet	Final P&ID Sheet	Final P&ID Sheet
4 OF 20:	4 OF 20:	4 OF 20:	4 OF 20:	4 OF 20:
Preliminary	Preliminary	Preliminary	Preliminary	Preliminary
6 OF 20:	6 OF 20:	6 OF 20:	6 OF 20:	6 OF 20:
Building A Floor	Building A Floor	Building A Floor	Building A Floor	Building A Floor
9 OF 20:	9 OF 20:	9 OF 20:	9 OF 20:	9 OF 20:
Building B Floor	Building B Floor	Building B Floor	Building B Floor	Building B Floor
11 OF 20:	11 OF 20:	11 OF 20:	11 OF 20:	11 OF 20:
Plumbing D	Plumbing D	Plumbing D	Plumbing D	Plumbing D
13 OF 20:	13 OF 20:	13 OF 20:	13 OF 20:	13 OF 20:
Initial	Initial	Initial	Initial	Initial
15 OF 20:	15 OF 20:	15 OF 20:	15 OF 20:	15 OF 20:
Irregular Plan	Irregular Plan	Irregular Plan	Irregular Plan	Irregular Plan
16 OF 20:	16 OF 20:	16 OF 20:	16 OF 20:	16 OF 20:
Irregular Plan	Irregular Plan	Irregular Plan	Irregular Plan	Irregular Plan
18 OF 20:	18 OF 20:	18 OF 20:	18 OF 20:	18 OF 20:
Irregular Plan	Irregular Plan	Irregular Plan	Irregular Plan	Irregular Plan
20 OF 20:	20 OF 20:	20 OF 20:	20 OF 20:	20 OF 20:

OF 20

ORDINANCE NO. 01-2025
EXHIBIT B

OWNERSHIP CERTIFICATION:

REFERENCE | LEGAL DESCRIPTION

STATE OF MISSOURI)

SIGNED THIS ____ DAY OF _____, 20____, COUNTY _____, STATE _____

ITY COMMISSION EXPIRES

_____, AN AUTHORIZED REPRESENTATIVE
 A. I AND MY CLERK ARE IMPARTIAL

AUTHORIZED SIGNATURE (NOTARIZED SIGNATURE)

JSS: COUNTY OF EL PASO)

NOTARY SIGNATURE

TOWN CERTIFICATION
THE FINAL PLANNED U

THE FINAL PUDD FOR THE

MAYOR

TOWN CLERK

COLORADO, DO HEREB

INTERNATIONAL JOURNAL OF

NAME _____

EXTENSION, OR CONNE

Legal De:

COMMENCING AT THE
RECEPTION NO. 2217 M7.

2. 52974921'E A DIST
3. 52974921'E A DIST

1. 500°10'39"W A DIST

TRACTA AS PLATTED IN

HENCE N62°28'53"W ON
DISTRIBUTION CENTER F



NES, Inc.
619 N. Cascade, Suite 200
Colorado Springs, CO 80903
Tel: 719.471.0373
Fax: 719.471.0267
www.nes-inc.com
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FALCON COMMERCE
CENTER FILING NO. 4
FINAL PUD PLAN

TERRAZZO DRIVE &
SQUADRON DRIVE
DATE: 12.23.2024
DRAWN BY: [Name]
PREPARED BY: [Name]

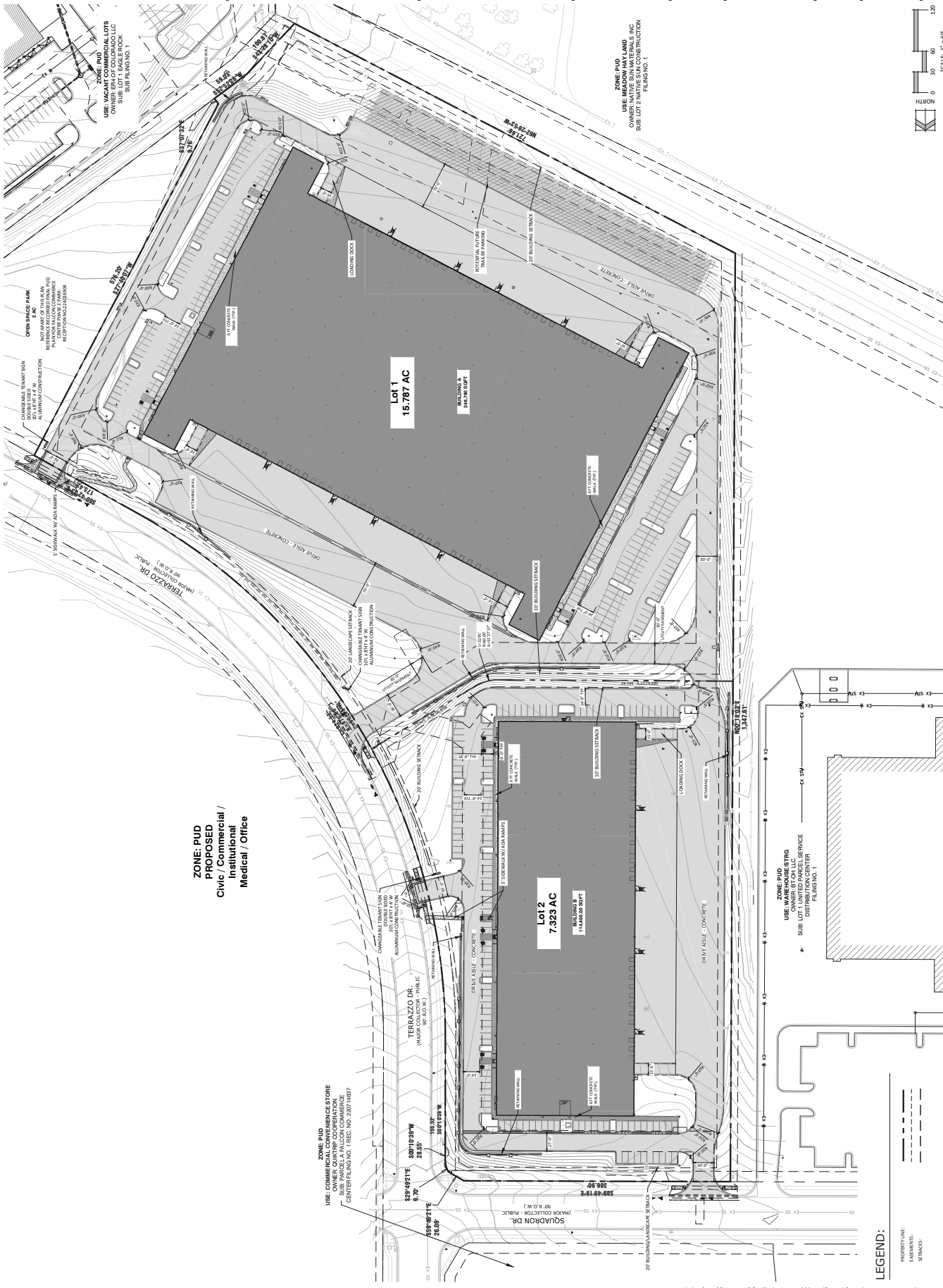
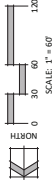
ENTITLEMENT

DATE	BY	REVISION
06.14.2024	SSS	SUBMITTAL TO TOWN OF
07.26.2024	SSS	APPROVAL
08.13.2024	SSS	APPROVAL
10.13.2024	SSS	APPROVAL
10.29.2024	SSS	APPROVAL
12.23.2024	SSS	FINAL PUD PLAN

FINAL PUD SITE PLAN

2

2 OF 20



LEGEND:

PROPERTY LINE:
BUILDING FOOTPRINT
SETBACKS:

ZONE: PUD
OWNER: STONELANDS DEVELOPMENT, LLC
SUB: PARGELA FALCON COMMERCE
CENTER FILING NO. 1 (TRC NO. 2597 H007)

ZONE: PUD
PROPOSED
Civic / Commercial /
Institutional
Medical / Office

ZONE: PUD
OWNER: STONELANDS DEVELOPMENT, LLC
SUB: LOGAN BLVD. COMMERCIAL SERVICE
CENTER FILING NO. 1

FALCON COMMERCE CENTER FILING NO. 4

TOWN OF MONUMENT, COLORADO

FINAL PUD PLAN



NES, Inc.
619 N. Cascade Avenue, Suite 200
Colorado Springs, CO 80903
Tel. 719.471.0273
Fax 719.471.0267
www.nesinc.com

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5991 Middlebrook Road, Suite 200
Littleton, Colorado 80120
(303) 682-0389

FALCON COMMERCE
CENTER FILING NO. 4
FINAL PUD PLAN

THIS PLAN IS FOR THE
SQUADRON DRIVE
DATE: 9/10/2014
PROJECT NO: 14-0007
DRAWN BY: JLM

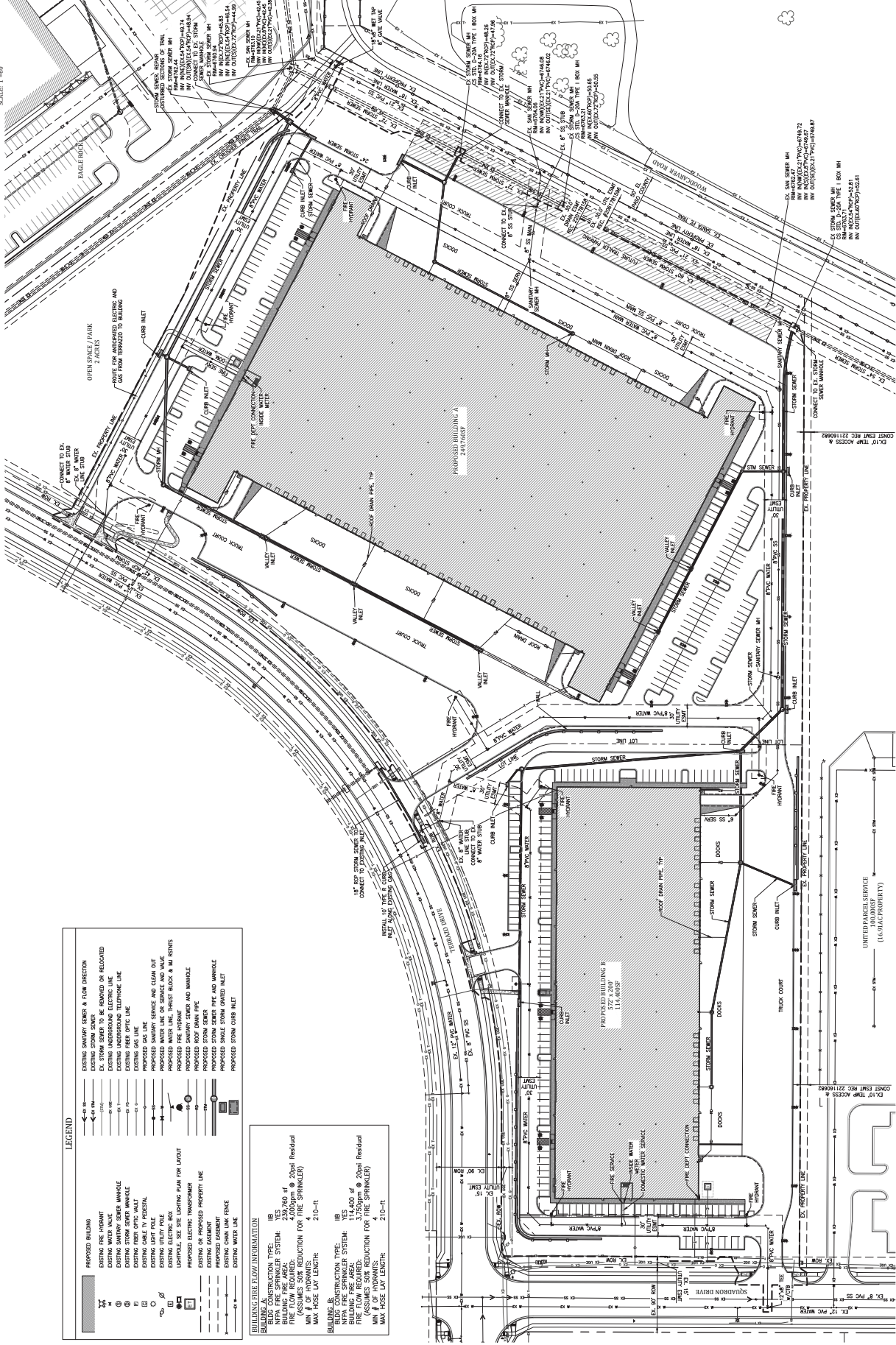
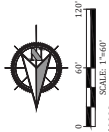
ENTITLEMENT

PRELIMINARY UTILITY
PLAN

3

3 OF 20

DC #



LEGEND

- PROPOSED BUILDING
- EXISTING FIRE HYDRANT
- EXISTING WATER VALVE
- EXISTING SANITARY SEWER MANHOLE
- EXISTING UNDERGROUND TELEPHONE LINE
- EXISTING FIRE HYDRANT
- EXISTING FIRE OPTIC WAVE
- EXISTING CABLE TV PERMIT
- EXISTING LIGHT POLE
- EXISTING ELECTRIC BOX
- EXISTING ELECTRIC BOX
- EXISTING ELECTRIC TRANSFORMER
- EXISTING OR PROPOSED PROPERTY LINE
- EXISTING CHAIN LINK FENCE
- EXISTING WATER LINE

BUILDING FIRE FLOW INFORMATION

BUILDING A
NFA FIRE SPRINKLER TYPE: YES
BUILDING FIRE AREA: 230,760 sq ft
NFA FIRE SPRINKLER SYSTEM: 230,760 sq ft @ 20psi Residual
(ASSUMES 50% REDUCTION FOR FIRE SPRINKLER)
MAX # OF HYDRANTS: 4
MAX HOSE LAY LENGTH: 210'-R

BUILDING B
NFA FIRE SPRINKLER TYPE: YES
BUILDING FIRE AREA: 114,400 sq ft
NFA FIRE SPRINKLER SYSTEM: 114,400 sq ft @ 20psi Residual
(ASSUMES 50% REDUCTION FOR FIRE SPRINKLER)
MAX # OF HYDRANTS: 4
MAX HOSE LAY LENGTH: 210'-R

A RECON WALL - GRAVITY SECTION
- GRAY ROCK WEATHERED EDGE FINISH



NES, Inc.
619 N. Cascade Avenue, Suite 200
Colorado Springs, CO 80903
Tel. 719.471.0273
Fax 719.471.0267
www.neslandscapes.com
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LANDSCAPE ARCHITECT

PROFESSIONAL SEAL

FALCON
COMMERCE CENTER
FILING NO. 4

FINAL PUD

W. BAPTIST ROAD
DATE: 12.23.2014
PROJECT NO.: 14-000000
DRAWN BY: A. BARNUM
CHECKED BY: B. BARNUM
APPROVED BY: B. BARNUM

ENTITLEMENT

DATE: 06-14-2014
SUBMITTAL TO FCC DIB
07-26-2014
SUBMITTAL TO TOWN OF
08-15-2014
SUBMITTAL TO TOWN OF
10-13-2014
SUBMITTAL TO TOWN OF
12-23-2014
SUBMITTAL TO TOWN OF
12-23-2014
SUBMITTAL TO TOWN OF

PRELIMINARY
LANDSCAPE PLAN
NORTH

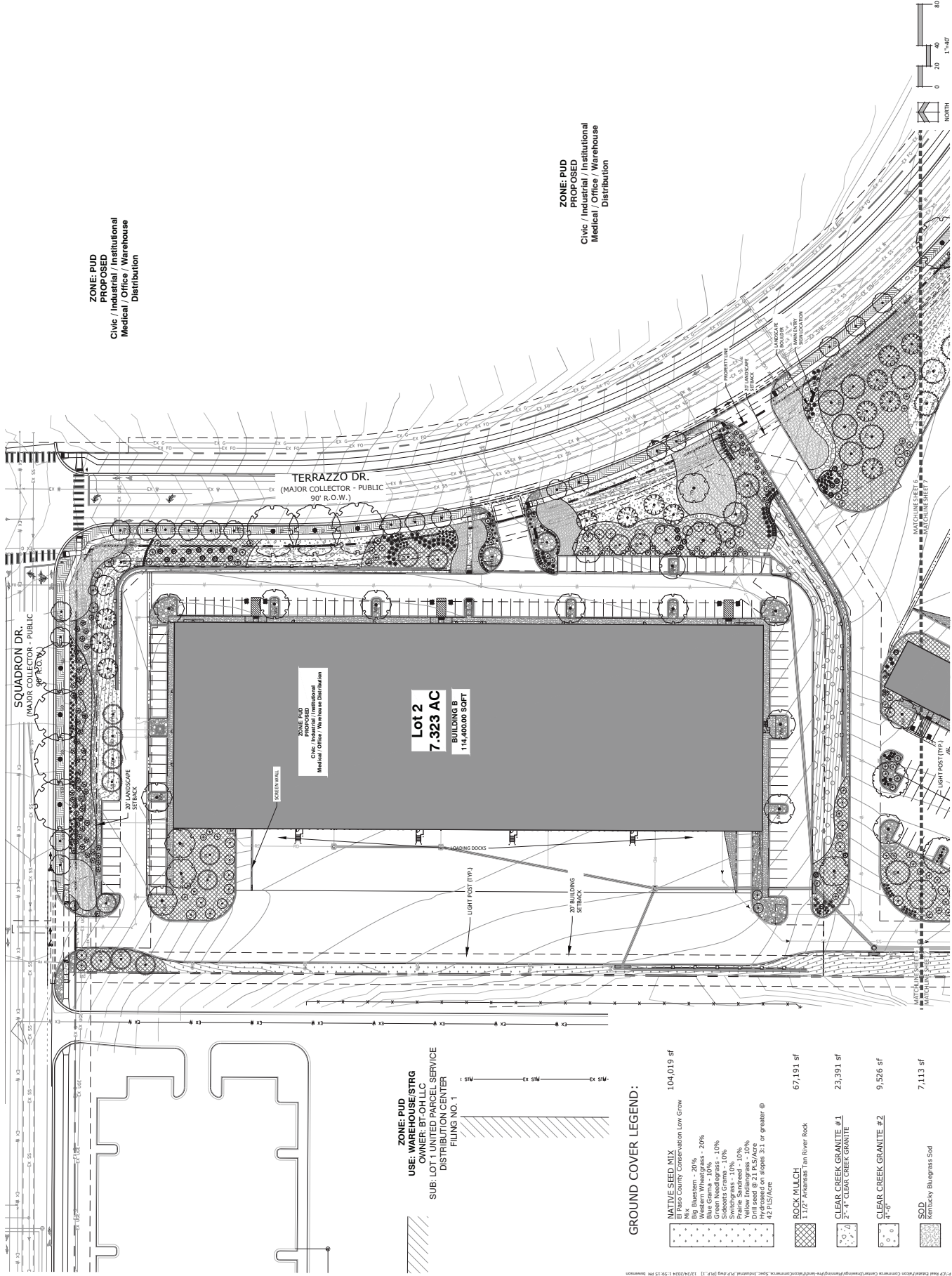
6 OF 20

6 OF 20

14-000000

ZONE: PUD
PROPOSED
Civic / Industrial / Institutional
Medical / Office / Warehouse
Distribution

ZONE: PUD
PROPOSED
Civic / Industrial / Institutional
Medical / Office / Warehouse
Distribution

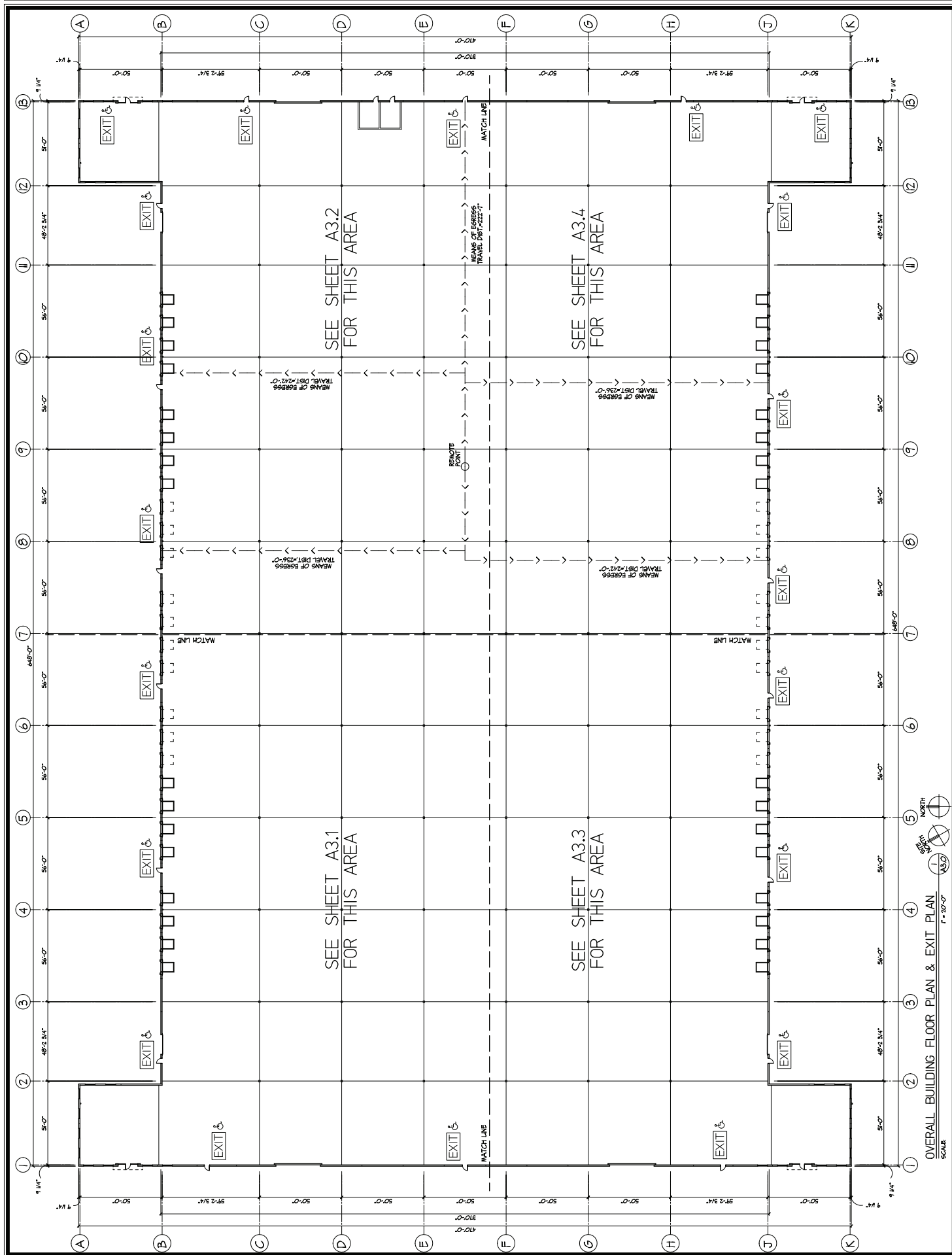


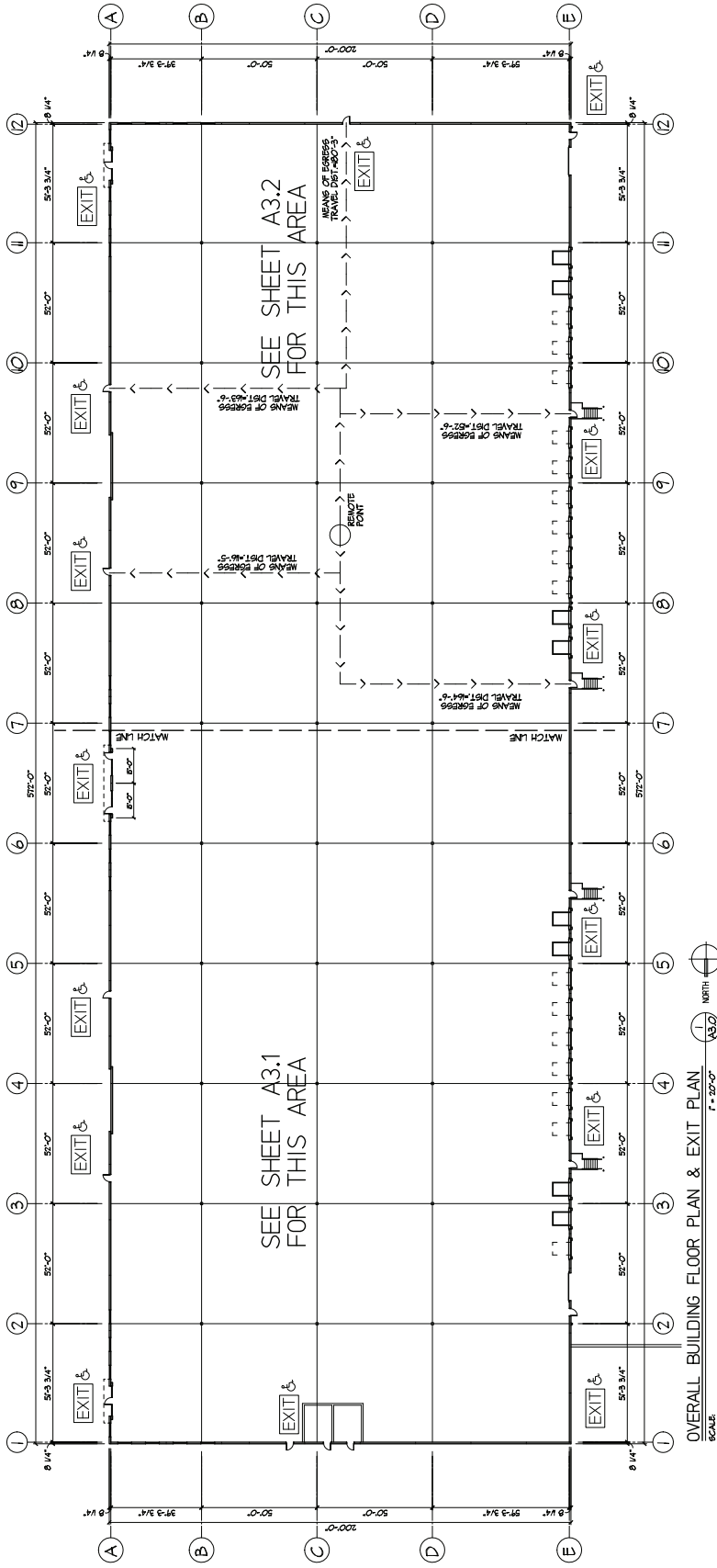
ZONE: PUD
USE: WAREHOUSE/STRG
OWNER: BT-OH LLC
SUB: LOT 2 (7.323 AC) & LOT 3 (114.400 AC)
DISTRIBUTION CENTER
FILING NO. 1

GROUND COVER LEGEND:

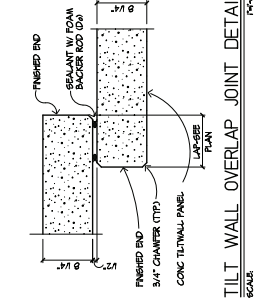
NATIVE SEED MIX Mix of native seed mix Big Bluestem - 20% Blue Grama - 10% Green Needlegrass - 10% Switchgrass - 10% Prairie Sandreed - 10% Drill seed @ 25 PLS/Acre Hydroseed on slopes 3:1 or greater @ 42 PLS/Acre	104,019 sf
ROCK MULCH 1 1/2" Arkansas Tan River Rock	67,191 sf
CLEAR CREEK GRANITE #1 2" - 4" CLEAR CREEK GRANITE	23,391 sf
CLEAR CREEK GRANITE #2 4" - 6"	9,526 sf
SOD Kentucky Bluegrass Sod	7,113 sf

SOUTH ELEVATION
SCALE: 1"=20'-0"

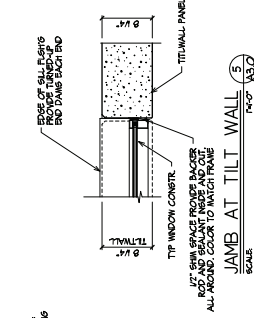




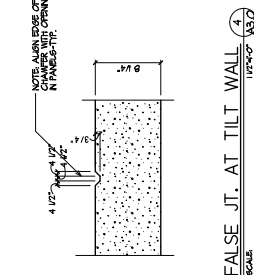
OVERALL BUILDING FLOOR PLAN & EXIT PLAN
SCALE: 1" = 20'-0"



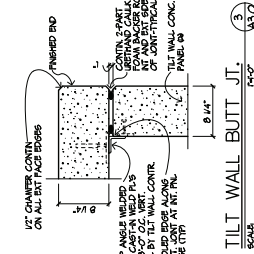
TILT WALL OVERLAP JOINT DETAIL
SCALE: 1/4" = 1'-0"



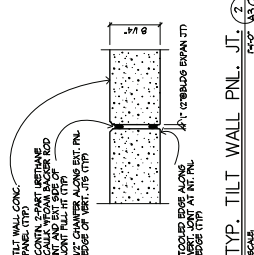
JAMB AT TILT WALL
SCALE: 1/4" = 1'-0"



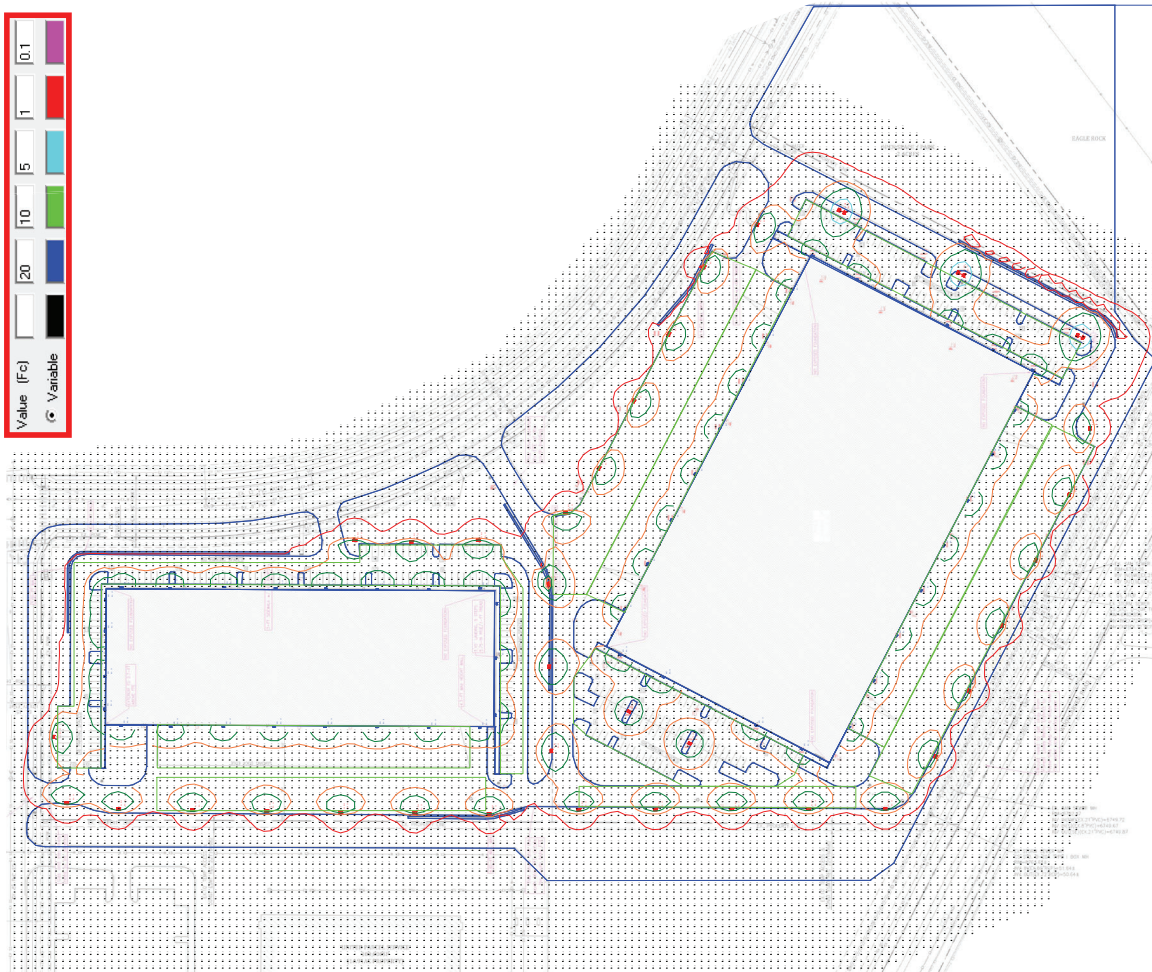
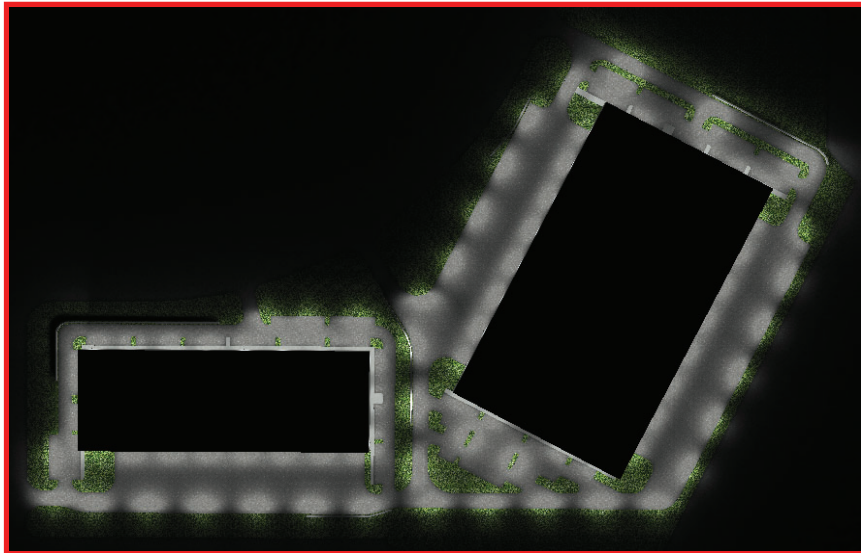
FALSE JT. AT TILT WALL
SCALE: 1/4" = 1'-0"



TILT WALL BUTT JT.
SCALE: 1/4" = 1'-0"



TYP. TILT WALL PNL. JT.
SCALE: 1/4" = 1'-0"



Category	Unlabeled	AVG	Max	Min	AVG ME1	Max ME1
501 types	FC	1.51	1.5	0.5	2.5	3.5
502 types	FC	1.51	1.5	0.5	2.5	3.5
503 types	FC	1.51	1.5	0.5	2.5	3.5
504 types	FC	1.51	1.5	0.5	2.5	3.5
505 types	FC	1.51	1.5	0.5	2.5	3.5
506 types	FC	1.51	1.5	0.5	2.5	3.5
507 types	FC	1.51	1.5	0.5	2.5	3.5
508 types	FC	1.51	1.5	0.5	2.5	3.5
509 types	FC	1.51	1.5	0.5	2.5	3.5
510 types	FC	1.51	1.5	0.5	2.5	3.5
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516 types	FC	1.51	1.5	0.5	2.5	3.5
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[illegible]

FALCON COMMERCE
CENTER FILING NO. 4

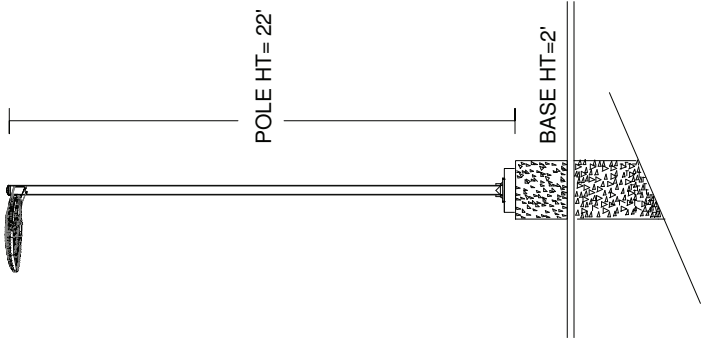
TERRAZO DRIVE &
SQUADRON DRIVE

ENTITLEMENT

DATE	BY	DESCRIPTION
06.07.2024	JBS	SUBMITTAL TO RCC D38



Area Luminaire



Calculation Summary									
Label	Qty	Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Ground calcs			Illuminance	FC	0.46	8.5	0.0	N.A.	N.A.
Ground calcs			Illuminance	FC	1.01	3.7	0.4	2.53	9.28
Ground calcs			Illuminance	FC	1.10	3.8	0.3	3.67	12.67
Ground calcs			Illuminance	FC	1.52	4.0	0.3	5.07	13.33
Ground calcs			Illuminance	FC	1.39	7.0	0.2	6.95	35.00
Ground calcs			Illuminance	FC	1.16	3.9	0.2	5.80	19.50
Ground calcs			Illuminance	FC	1.16	3.9	0.2	5.80	19.50
Ground calcs			Illuminance	FC	0.99	4.3	0.1	3.90	41.00
Ground calcs			Illuminance	FC	0.93	4.2	0.2	4.65	21.00
Ground calcs			Illuminance	FC	1.31	3.9	0.3	4.37	13.00
Ground calcs			Illuminance	FC	1.14	3.8	0.4	2.85	9.50

Luminaire Schedule					Luminaire		Luminaire	
Symbol	Qty	Label	Arrangement	Description	Lumens	Watts	Lumens	Watts
	2	AL TS SGL	Single	NTA-A-WN-T5-111-40K-UL-BZ/NTA-DA-BZ-U	19200	130	19200	130
	3	AL SGL	Single	NTA-A-WN-T4-111-40K-UL-BZ/NTA-DA-BZ-U	19200	130	19200	130
	10	AL DBL	Back-Back	NTW-A-WN-T3-7L-40K-UL-BZ	17100	111	17100	111
	3	AL BUS	Single	NTA-A-WN-T4-111-40K-UL-BZ/NTA-DA-BZ-U	19200	130	19200	130
	28	AL BUS	Single	NTA-A-WN-T4-111-40K-UL-BZ/NTA-BUSF-19L/NTA-DA-BZ-U SINGLE HEAD	12675	130	12675	130
	38	AL BUS	Single	NTW-A-WN-T3-7L-40K-UL-BZ	22458	143.3	22458	143.3

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ENTITLEMENT							



N.E.S., Inc.
619 N. Cascade Avenue, Suite 200
Colorado Springs, CO 80903
Tel. 719.471.0273
Fax 719.471.0267
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Manning Design, LLC
1000 North Cascade Avenue
Suite 200
Colorado Springs, CO 80903
Tel. 719.471.0273
Fax 719.471.0267

FALCON
COMMERCE CENTER
FILING NO. 4

FINAL PUD

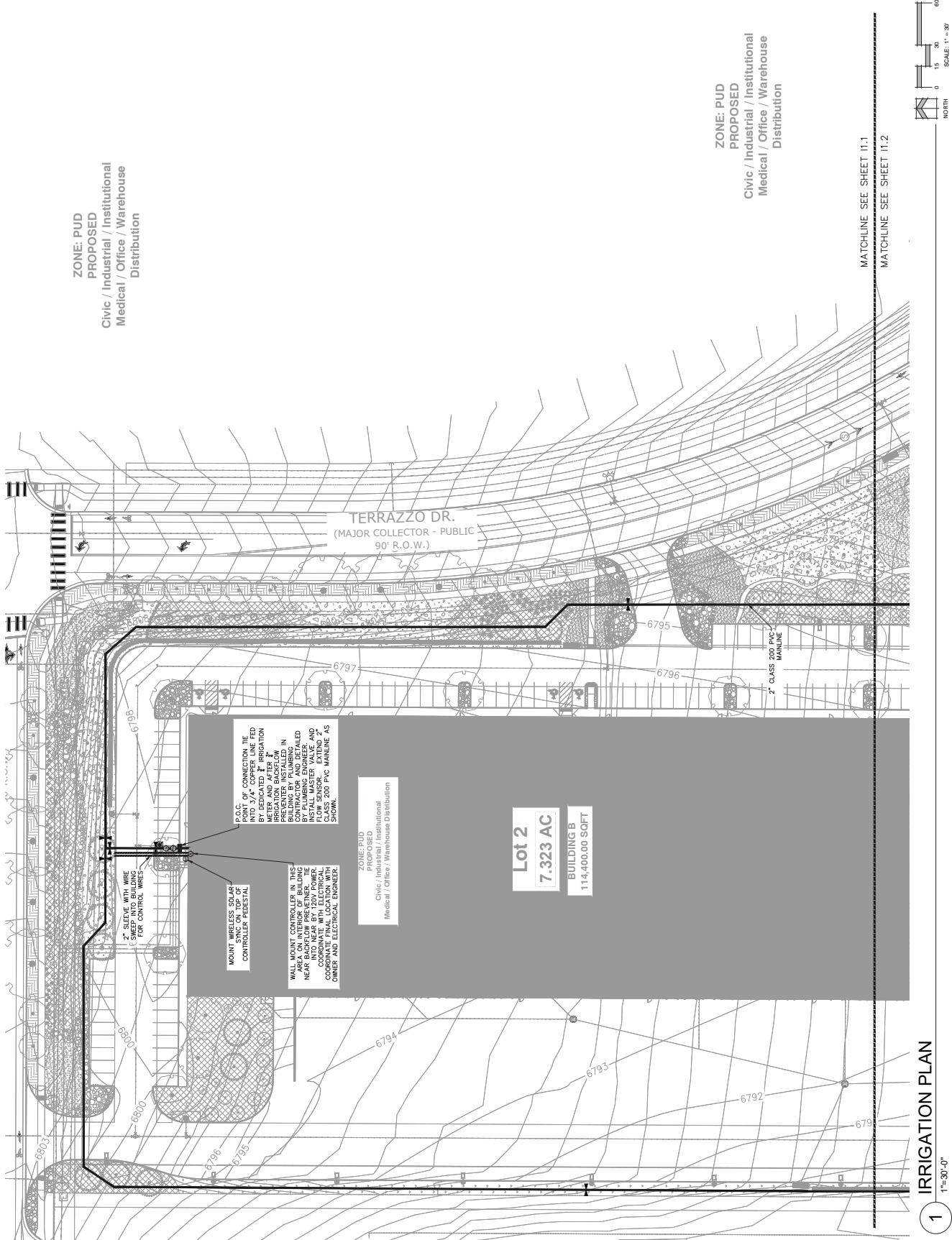
W. BAPTIST ROAD
DATE: 08.15.2024
PROJECT NO.: 24-0001
DRAWN BY: JLM

ENTITLEMENT

ZONE: PUD
PROPOSED
Civic / Industrial / Institutional
Medical / Office / Warehouse
Distribution

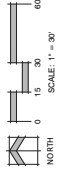
IRRIGATION PLAN

11.1
16 OF 20



1 IRRIGATION PLAN

1"=30'-0"



MATCHLINE SEE SHEET 11.1
MATCHLINE SEE SHEET 11.2



FALCON
COMMERCE CENTER
FILING NO. 4

FINAL PUD

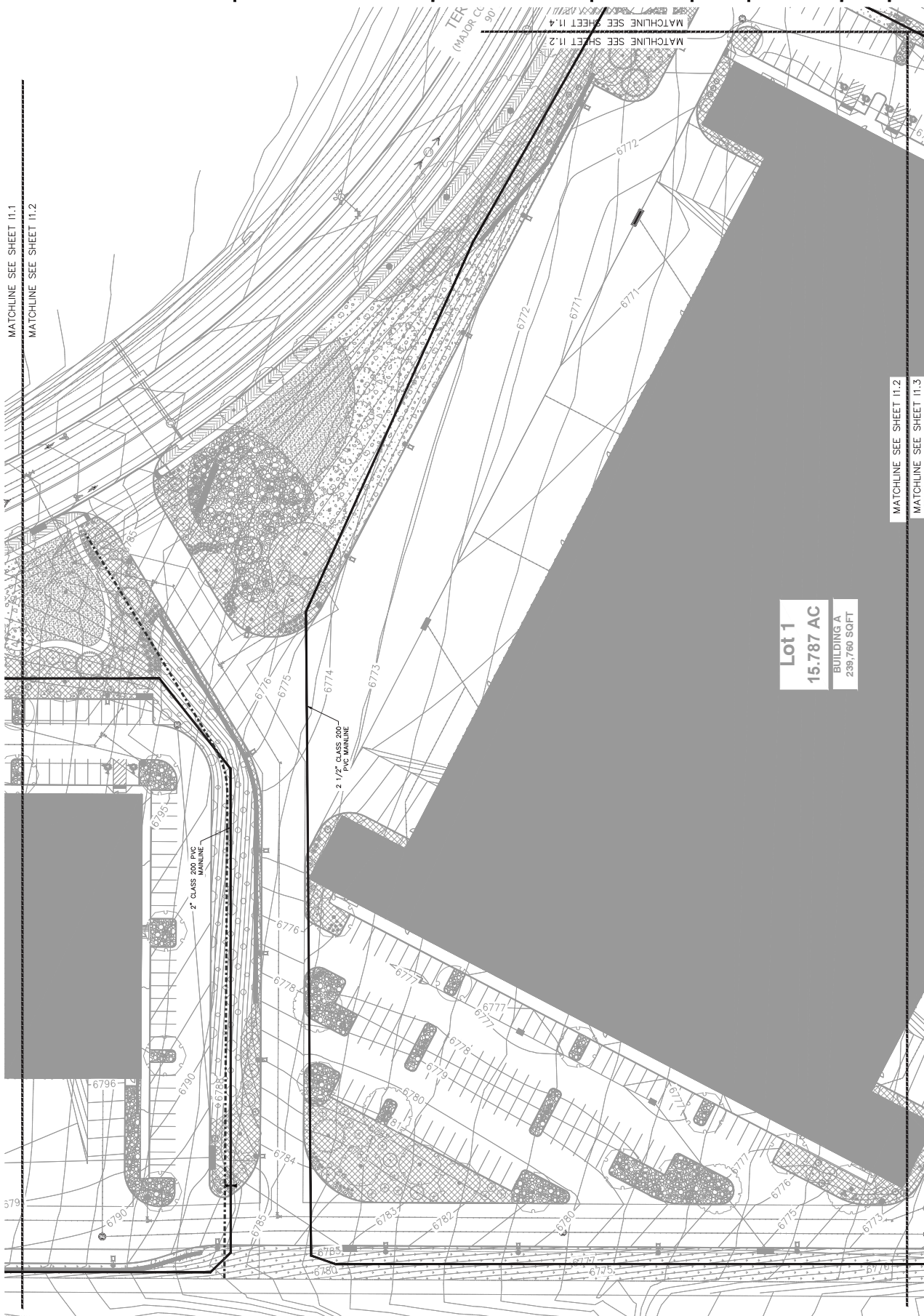
DATE: 08.15.2024
PROJECT MGR: KJM
PREPARED BY: KJM

ENTITLEMENT

IRRIGATION PLAN

I1.2

17 0E 20



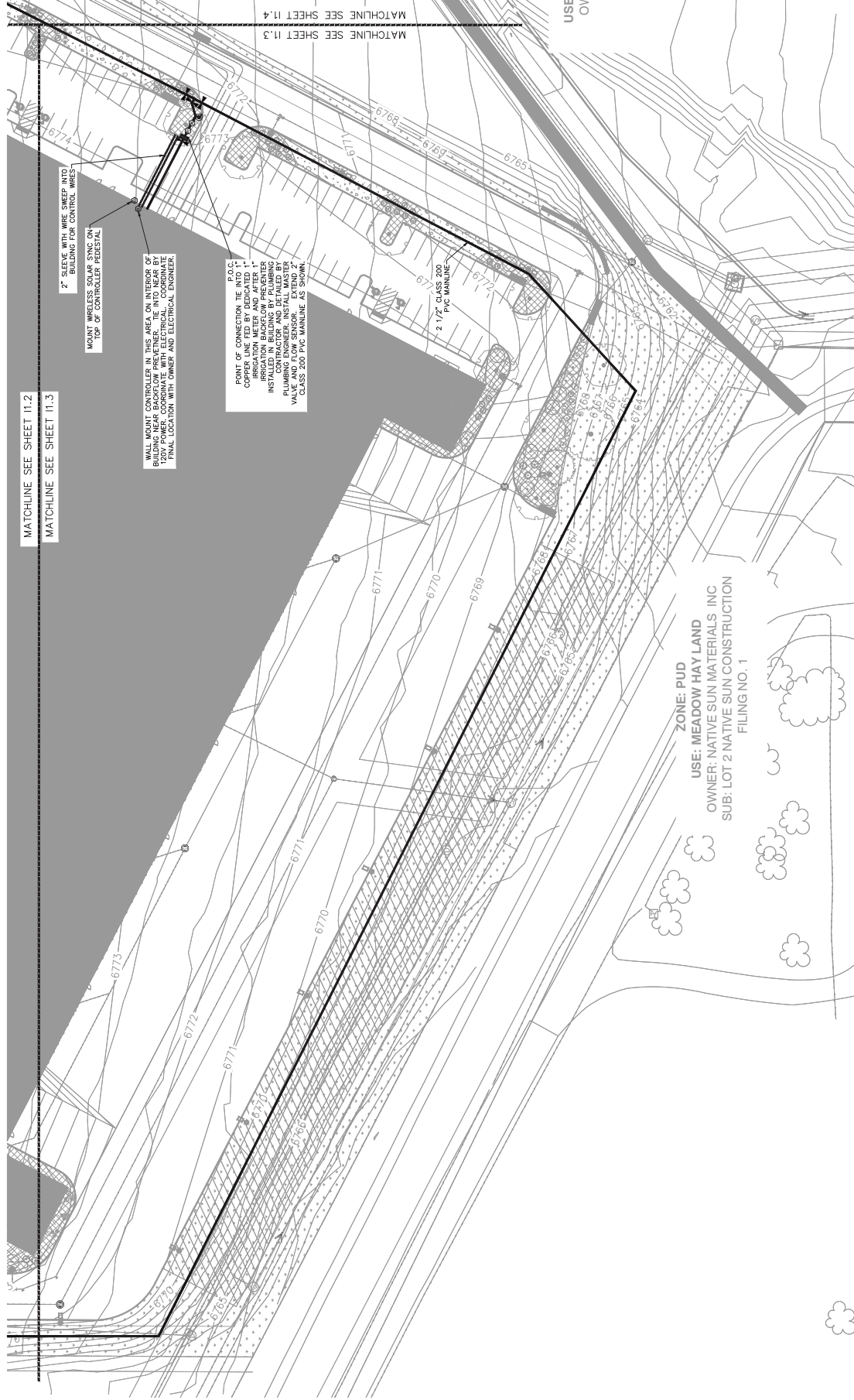
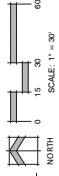
IRRIGATION PLAN

 $1''=30'-0''$

MATCHLINE SEE SHEET I1.2

MATCHLINE SEE SHEET I1.3

Lot 1
15.787 AC
BUILDING A
239.760 SQFT





NES, Inc.
619 N. Cascade Avenue, Suite 200
Colorado Springs, CO 80903
Tel. 719.471.0073
Fax 719.471.0267
www.nesdesign.com



Manning Design, LLC
Landscape Architecture
1700 North Cascade Avenue
Colorado Springs, CO 80908
720.273.3864

FALCON COMMERCE CENTER FILING NO. 4

FINAL PUD

W. BAPTIST ROAD

DATE: 08.13.2024
PROJECT NO: 15
DRAWN BY: JMM

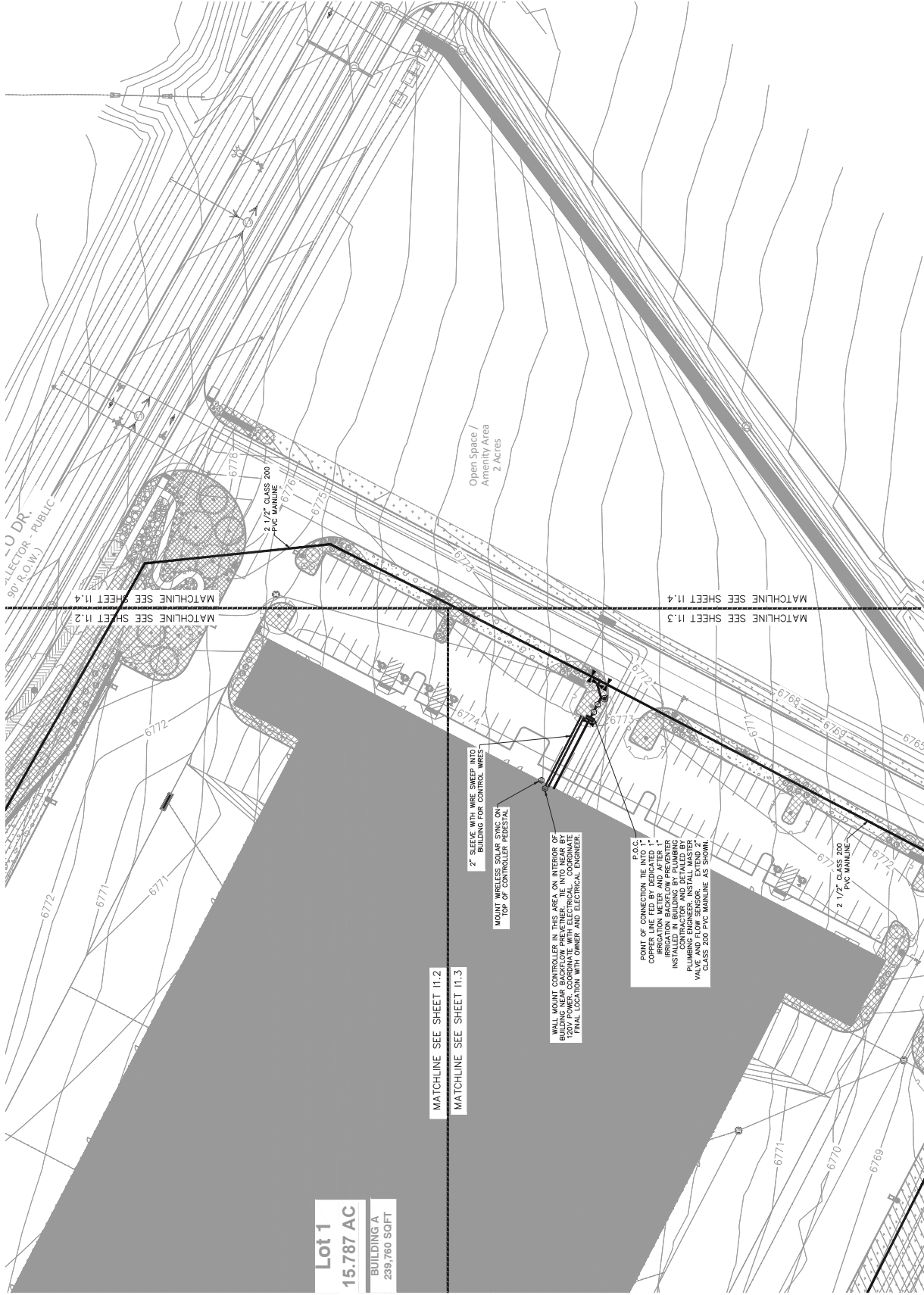
ENTITLEMENT

ENTITLEMENT

IRRIGATION PLAN

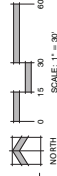
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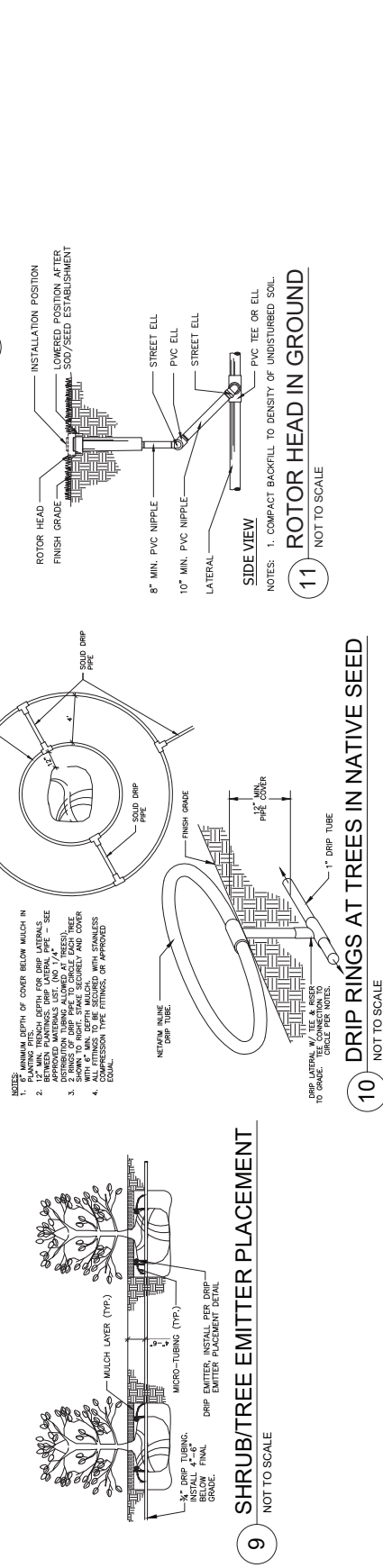
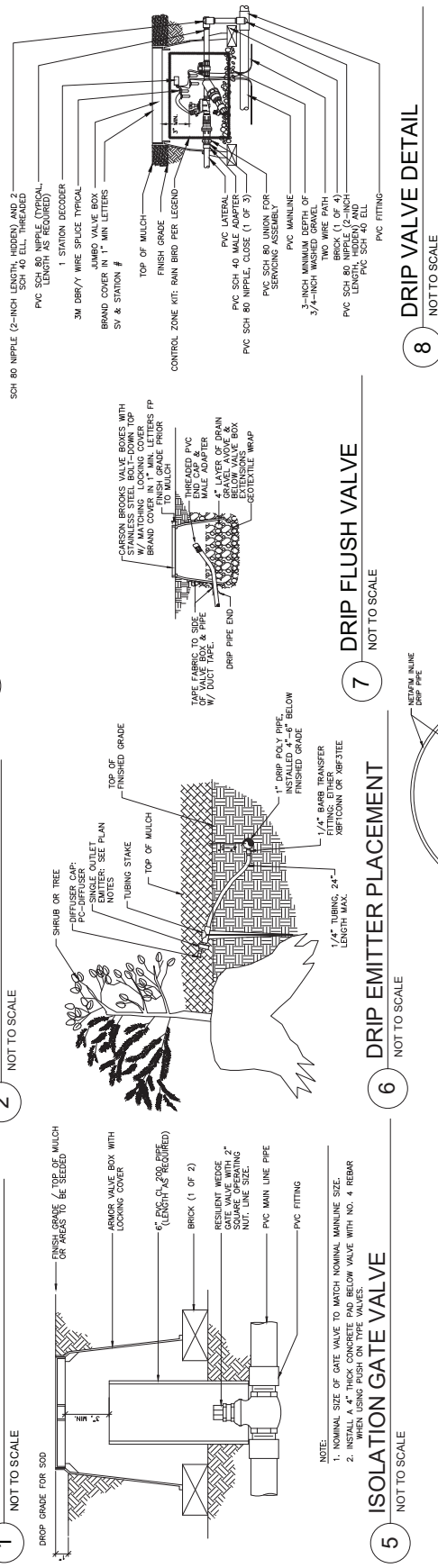
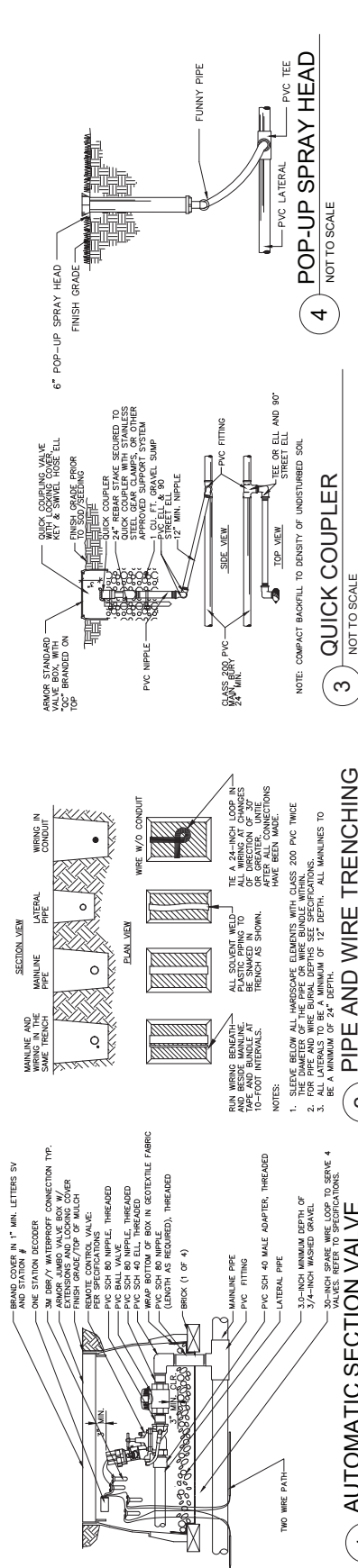
19 OF 20



1 IRRIGATION PLAN

1"=30'-0"





Exhibits included by reference only:

- Exhibit C. Falcon Commerce Center Filing No. 4 Final Plat, prepared by Edward-James Surveying Inc, last revised 12/23/2024 [by reference only.]
- Exhibit D. Building Renderings, dated 10/1/2024 [by reference only.]
- Exhibit E. Falcon Commerce Center Filing No. 4 Final Drainage Report, prepared by Kiowa Engineering Corporation, dated 10/28/2024 [by reference only].
- Exhibit F. Squadron & Terrazzo Industrial/Traffic Generation Analysis, prepared by SM Rocha Traffic and Transportation Consultants, dated 5/21/2024 [by reference only].
- Exhibit G. Falcon Commerce Center Geologic Hazards Evaluation, prepared by CTL Thomson Inc, dated 2/26/2020 [by reference only].
- Exhibit H. Falcon Commerce Center Environmental Assessment Report, prepared by Bristlecone Ecology LLC, dated 4/23/2020 [by reference only].
- Exhibit I. Falcon Commerce Center Filing No. 4 Project Narrative, prepared by NES Inc, revised 10/1/2024 [by reference only].

Falcon Commerce Center Filing No. 4 - Final Planned Unit Development

1. The plat conforms with the Town's Comprehensive Plan; Parks, Trails, and Open Space Plan; and other plans adopted by the Town from time to time.
2. The plat proposes a harmonious development and lot pattern that is compatible with the neighborhood and community.
3. The lot and development pattern ensures there will be adequate light, air, parks, open space, and other places for public use.
4. The plat design provides for adequate access to all lots and tracts proposed in the subdivision.
5. Adequate, safe, and efficient public improvements, utilities, and community facilities and services will be provided with sufficient capacity to serve the subdivision.
6. The plat design provides for adequate protection from fire, flood, geologic hazards, significant soil constraints, and other dangers, and provides for proper design of stormwater drainage, erosion control, and streets.
7. The plat conforms to all applicable provisions of these regulations and any other applicable provisions of the Monument Municipal Code, and all applicable County, State, and Federal Regulations.
8. The plat design provides for the preservation and conservation of unique or distinctive natural areas, scenic areas and views, natural landmarks, including rock outcroppings and unique landforms, significant wildlife habitats and migration areas, drainage areas, riparian areas, wetlands, historic features and archaeologically sensitive sites, recognizing the irreplaceable character of such resources and their importance to the quality of life in Monument.
9. The plat design provides for the preservation and conservation of significant stands of vegetation; and
10. The final plat is generally consistent with the approved preliminary planned unit development for Falcon Commerce Center.



MEMORANDUM

TO: The Honorable Mayor and Town Council
FROM: Dan Ungerleider, AICP, Director of Planning
DATE: January 6, 2025
SUBJECT: PUBLIC HEARING on Ordinance 02-2025 - An Ordinance Granting Approval of a Final Planned Unit Development for Panda Express at 16481 Cinematic View

Overview. Monument Marketplace North is located at the southwest corner of Harness Road and Cinematic View. Each parcel within the Monument Marketplace North Subdivision is required to obtain Final Planned Unit Development approval prior to the issuance of a land development and building permit for that subject parcel. The Applicant, Mr. Henry C. Klover of H.C. Klover Architect, on behalf of the owner and developer of the subject property, is seeking approval of a Final Planned Unit Development (PUD) for Lot 5A, Monument Market Place North for the construction and operation of Panda Express [Attachment 1.]

On December 11, 2024, the Planning Commission conducted a public hearing in consideration of a request to approve a Final PUD for Panda Express at 16481 Cinematic View (see Attachment 2 – Planning Commission draft minutes, dated 12/11/2024.) During the public hearing, Staff presented a Staff Report summarizing the Applicant’s request and confirmed that the Town’s Development Review Team, and its partners, found the proposed development to be consistent with Town’s Comprehensive Plan, Town’s Development Code, and the Preliminary PUD governing the subject property.

At the conclusion of the hearing the Planning Commission unanimously voted, by a vote of 7-0, recommended **APPROVAL** of a Final Planned Unit Development (PUD) for Lot 5A, Monument Market Place North for the construction and operation of Panda Express. A copy of the proposed Ordinance 02-2025 is attached hereto (Attachment 3.)

Requested Action. A motion to **APPROVE** Ordinance 02-2025, an ordinance granting approval of a Final Planned Unit Development for Lot 5A, Monument Market Place North – Panda Express, for the construction of a Panda Express restaurant and drive-through, supported by the following exhibits.

- A. Legal Description
- B. Final Planned Unit Development, Lot 5A – Monument Market Place North Filing No. 1A, prepared by H.C. Klover Architect, last revised 8/20/2024.
- C. Final Drainage Report, prepared by Wallace Design Collective, dated 10/29/2024, by reference only [[link](#)].
- D. Updated Traffic Impact Study, last updated 11/13/2024, by reference only [[link](#)].
- E. Planning Commission Findings of Fact, dated 12/11/2024.

Attachments.

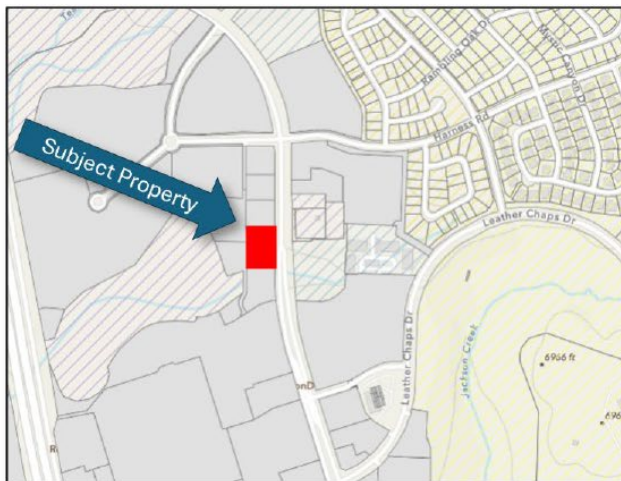
1. Location, Zoning and Future Land Use Maps
2. Draft Minutes from Planning Commission Meeting, dated 12/11/2024
3. Ordinance No. 02-2025 – An Ordinance Granting a Final Planned Unit Development for Lot 5A, Monument Market Place North - Panda Express

ATTACHMENT 1
LOCATION MAP, ZONING MAP AND FUTURE LAND USE MAP



AERIAL

4/12/2024



ZONING MAP

11/1/2024

-  Subject property
-  PUD: Planned Unit Development
-  RP-PMD: Planned Multi-Use Development District
-  RP-PRD-4: Planned Residential District–Single-family



FUTURE LAND USE MAP

11/1/2024



**TOWN OF MONUMENT PLANNING COMMISSION - DRAFT
REGULAR MEETING**

Wednesday December 11th, 2024

Hybrid Meeting-In person and remote participation Via Microsoft TEAMS

1. Call to order, Pledge of Allegiance, Roll Call:

- a. Vice-Chair Ours called the meeting/hearing of the Planning Commission of the Town of Monument, Colorado, to order at 6:00 pm at Monument Town Hall and led those assembled in the Pledge of Allegiance.

PLANNING COMMISSION	TOWN STAFF
PRESENT: Chair Martin Trujillo Commissioner Greg Collins Commissioner Ray Egley Commissioner Cathy Green Commissioner Chad Smith Commissioner Corey Petersen Alternate Commissioner Donna Hatch	Rey Medina, Planner I Dan Ungerleider, Planning Director Doug Stallworthy (Town Attorney)
ATTENDED REMOTELY:	
ABSENT: Vice Chair Daniel Ours	

2. Approval of Minutes/Agenda Modification

- a. Move to approve the minutes from the November 13th, 2024, Planning Commission Meeting.
Commissioner Green motioned to approve the minutes; Commissioner Egley seconded; passed 7-0

3. Hearing/Meeting Items

3a. PUBLIC HEARING: *Case No 2023-045-FPD: a request for APPROVAL of a Final Planned Unit Development for Panda Express, legally described as Lot 5A, Monument Marketplace North Filing No. 1A, and located at 16481 Cinematic View.*

- i. Public Hearing was open and closed with members of the public present.
- ii. Staff Presentation: Director, Dan Ungerleider presented the project to the Planning Commission.
- iii. Public Comments: n/a
- iv. Commissioner Comments:
 - a) Green – Voices her concern about building orientation. Urban design principals would guide the front of the building to face Jackson Creek Parkway.
 - Staff response: Code nor Preliminary PUD do not enforce the requirement of building orientation. The requirement of orientation can come in future conversations during the comprehensive plan update.
 - b) Egley – Sidewalk off Jackson Creek Parkway will be ADA compliant. Answer: Yes.
 - c) Egley – Concerned about connectivity between all sites in the Monument Marketplace North.
 - Connectivity occurs along the sidewalk of Jackson Creek Parkway. Connecting the sites internally would cause pedestrians to move through parking lots.

- d) Petersen – Questioned why there is no sidewalk being proposed along Cinematic View.
 - Staff: The preliminary PUD did not identify a sidewalk, additionally, Cinematic View is not a public road that the Town can enforce the requirements of sidewalks.
- e) Hatch – Is provided clarity of the site plan from the applicant.
- f) Trujillo – Is there going to be any issues with water retention in this area?
 - Staff: The applicant's Stormwater Drainage report identifies that drainage will not be an issue.

i. Commissioner Smith made a motion:

- a) Motion: "I make a motion to recommend **APPROVAL** of the applicant's request to approve the Final Planned Unit Development for Panda Express, legally described as Lot 5A, Monument Marketplace North Filing No. 1A, and located at 16481 Cinematic View, based upon the Findings of Fact attached hereto as Exhibit 4 in the Staff Report."
- b) Commissioner Collins seconded the motion; motion passed (7-0).

3b. PUBLIC HEARING: Case No 2024-010-FPD: A request for APPROVAL of a Final Planned Unit Development and Final Plat for Falcon Commerce Center Filing 4.

- i. Public Hearing was open and closed with members of the public present.
- ii. Staff Presentation: Director, Dan Ungerleider presented the project to the Planning Commission.
- iii. Public Comments: n/a
- iv. Commissioner Comments:
 - a) Green – disputes the validity of this development following the guidelines set in the Comprehensive Plan.
 - b) Egley – Can you describe the type and size of truck and trailers?
 - Applicant responds 13 feet.
 - c) Egley – Did we receive comments from the AFA?
 - Staff – Yes, we received general comments.
 - d) Egley – How would the Town enforce the removal of truck spaces?
 - We would need to discuss with the applicant how they plan to address overnight parking and prevent this from occurring. The applicant's proposed parking is intended for trucks actively utilizing the space.
 - e) Petersen – Is this area gated?
 - Potentially, if required.
 - f) Smith – question about land dedication. Is the applicant providing the land dedication requirement provided in code?
 - The applicant responds explaining the land dedication requirement is either provided or a park fee in lieu must be provided, therefore the payment is being made.
 - g) Collins – How many loading doors are you presenting tonight?
 - Building B – 24 dock positions; Building A-54 spaces. Total 78
 - Trailer parking doesn't seem to adequately work for 78 docks.
 - Discussion ensues.
 - h) Trujillo – What is the staff reasoning for not wanting trailer parking?
 - There are concerns about the number of trucks currently traveling in this area and staff wanted to ensure that the Planning Commission was able to hear the applicants' reasoning and decide for themselves, not to skip the conversation.
 - i) Trujillo – Voices concern of transient crime. What type of security will you be providing?
 - Security is broken down to companies that are leasing the space.
 - g) Trujillo – To staff, how do we plan to tackle the traffic concerns in this area.
 - The applicant paid into the CDOT traffic circle to mitigate the traffic concerns that were occurring in this area.
 - h) Egley – Requests the building height not exceed 41 feet.
 - Applicant requests a 5-foot buffer on height.

- i) Green – In the preliminary PUD were these buildings shown exactly as presented today?
 - No, but very similar.
- j) Smith – Concerns about intersection at Terrazzo because he feels the roundabout is currently inadequate.

ii. Commissioner Collins made a motion:

- a) Motion: “I make A motion to make a recommendation to recommend **APPROVAL** of the Final Planned Unit Development and Final Plat for Falcon Commerce Center Filing No. 4, based upon the Findings of Fact attached hereto as Exhibit 4 in the Staff Report.”
- b) Commissioner Hatch seconded the motion; motion passed (4-3).

3c. PUBLIC HEARING: Case No. 2024-015-SK: A request for Sketch Plan Review **Approval for Woodmoor Placer Replat B, a proposed six (6) lot planned commercial development.**

- v. Public Hearing was open and closed with members of the public present.
- vi. Staff Presentation: Director, Dan Ungerleider presented the project to the Planning Commission.
- vii. Public Comments: n/a
- viii. Commissioner Comments:
 - a) Green – Requests a breakdown of the entitlement process, assuming this project is approved.
 - Applicant and Green discuss the interest in having a site design requirement that makes buildings face into Jackson Creek Parkway.
 - b) Egley – Voices traffic concerns. The proposed single entry is located just before the traffic light in front of the YMCA. This could cause traffic concern for the development. The Traffic Report should address these concerns.
 - c) Petersen – continues the orientation discussion from earlier. However, he is of the opinion that 4-sided architecture is more favorable rather than requiring a building orientation.
 - d) Collins – What is the vision for commercial space at this location?
 - Mix of uses, office, retail, etc.
 - k) Egley – Is it possible to limit the subdivision to 6 lots?
 - Staff explains the applicant must prove how the future submittal is consistent with the approved sketch plan.
 - l) Hatch – Are there any established walkways in this project.
 - Applicant responds with yes and describes the established walkway connections.
 - m) Green – Can we set a height limit?
 - The height limit is stated from the Town Code.
 - n) Trujillo – We need to take a better interest in the Town’s needs for this type of site. Signage should be well considered, height, etc. “Provide the community with something valuable.”

iii. Commissioner Smith made a motion:

- c) Motion: “I make A motion to **APPROVE** by resolution the Applicant’s Sketch Plan for Woodmoor Placer Replat B, based upon approval criteria listed in Monument Land Development Code Section 18.02.240.C., with the following conditions: 1) a unified sign program, 2) buildings shall have four-sided architecture.”
- d) Chair Trujillo seconded the motion; motion passed (6-1).

4. Other Topics:

- a. The annual vote for Chair and Co-chair will occur during the January 8th PC Meeting.

5. Adjournment: Chair Trujillo moved to adjourn the meeting/hearing of the Planning Commission at 8:44 pm.

Next Planning Commission Meeting: January 8th, 2025.

The public is welcome to attend either in person or online for the Planning Commission meetings. Town of Monument meetings/hearings Live Stream or video Meetings Online

- **Monument meetings/hearings live stream or video meeting recordings can be found online** - Please follow this (YouTube) link to view all PC meetings/hearings: <http://bit.ly/2uZxjfa>
- **Streaming meetings:** Instructions can be found on the Town website: <https://www.townofmonument.org/263/Planning-Commission-Board-of-Adjustment>
- **Meeting Minutes:** Minutes taken by staff are action summaries. As per the Planning Commission Bylaws, all public meetings of the Commission shall be recorded by electronic device. Any person desiring to have a meeting recorded by a stenographic reporter, at his or her expense, may do so, provided that it does not otherwise disrupt the proceedings.

IMPORTANT NOTE: Accommodations for the hearing impaired can be made upon request with 24 hours' notice. Please call 719-481-2954.

Reference: All Development project information can be found on the town website at <https://www.townofmonument.org/235/Development-Projects>.

Note that each project that is applied for with the Town of Monument is reviewed fully by the Planning Department Staff prior to allowing a submission to the Planning Commission or Town Council. At the meetings/hearings, applicants and Staff will provide details such as possible conditions, density, development capacity and all current and previous approvals. This will include project referrals, which are completed prior to all projects to verify conformance and approval criteria before being brought forth to the Planning Commission.

**TOWN OF MONUMENT
ORDINANCE NO. 02-2025**

**AN ORDINANCE APPROVING A FINAL PLANNED UNIT DEVELOPMENT
FOR PANDA EXPRESS**

WHEREAS, the Town of Monument (“Town”) is a home rule municipality duly organized and existing under Article XX of the Colorado Constitution and the Town’s Home Rule Charter approved by the electors on November 8, 2022 (“Charter”); and

WHEREAS, Mr. Xavier Gavin of H.C. Klover Architect applied for approval of a Final Planned Unit Development (“PUD”) for Panda Express, supporting the development of a fast-food restaurant with a drive-through on Lot 5A, Monument Market Place North Filing No. 1A as recorded under Reception No 7126101008 of the Records of El Paso County, Colorado (the “Property”); and

WHEREAS, the Monument Planning Commission conducted a public hearing on this application on November 13, 2024, and continued to December 11, 2024, and made a recommendation of APPROVAL by a vote of 7 to 0 subject to the Finding of Facts, attached hereto as Exhibit E; and

WHEREAS, on January 6, 2025, the Monument Town Council received the Planning Commission’s recommendation and conducted a public hearing, and hereby determined that the Final PUD was generally consistent with the approved Preliminary PUD for Monument Market Place North Filing No. 1A, approved by Ordinance No. 24-2019 on July 1, 2019; and

WHEREAS, this Ordinance was introduced by title and voted upon at the regular meeting of the Town Council on January 6, 2025.

THE TOWN COUNCIL OF THE TOWN OF MONUMENT, COLORADO, ORDAINS:

Section 1. Incorporation. The recitals set forth above are incorporated and ordained as if set forth in this section in full.

Section 2. Approval. The Town Council approves the above-identified Final PUD for the property consisting of approximately 47,014 square feet and located on South of Harness Road, on the east side of Cinematic View, and legally described hereto on Exhibit A attached hereto, and supported by the following exhibits:

- | | |
|------------|--|
| Exhibit A. | Legal Description |
| Exhibit B. | Final Planned Unit Development, Lot 5A – Monument Market Place North Filing No. 1A, prepared by H.C. Klover Architect, last revised 8/20/2024. |
| Exhibit C. | Final Drainage Report, prepared by Wallace Design Collective, dated 10/29/2024, by reference only. |
| Exhibit D. | Updated Traffic Impact Study, last updated 11/13/2024, by reference only. |
| Exhibit E. | Planning Commission Findings of Fact, dated 12/11/2024. |

Ordinance No. 02-2025

An Ordinance Approving a Final Planned Unit Development for Panda Express

Section 3. Publication. Pursuant to Subsection 6.5, 3. of the Town of Monument Home Rule Charter and Subsection 2.04.030, G. of the Monument Municipal Code, upon approval this Ordinance shall be published on the Town's office website in full for not less than ten (10) days.

Section 4. Authentication and Filing. Upon passage this Ordinance shall be authenticated by the Mayor and Town Clerk and maintained by the Town Clerk in such form as is sufficient to assure reasonable access by the public. Failure to authenticate any ordinance shall not invalidate it or suspend its operation.

Section 5. Effective Date. This Ordinance shall become effective and be in full force and effect ten (10) days after final publication.

Section 6. Severability. If any portion of this Ordinance or the application thereof to any person or circumstances shall be found to be invalid by a court, such invalidity shall not affect the remaining portions or applications of the ordinance which can be given effect without the invalid portion or application, provided such remaining portions or applications are not determined by the court to be inoperable.

INTRODUCED, PASSED, and ADOPTED/REJECTED, by the Town Council of the Town of Monument, Colorado this 6th day of January 2025 by a vote of ____ for and ____ against.

TOWN OF MONUMENT, COLORADO

By: _____
Mitch LaKind, Mayor

Attest:

Tina Erickson, Town Clerk

LOT 5A, MONUMENT MARKET PLACE NORTH (AKA PANDA EXPRESS)

LEGAL DESCRIPTION

LOT 5A, MONUMENT MARKETPLACE NORTH FILING NO. 1A, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 23, AND THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE 6TH P.M., IN THE TOWN OF MONUMENT, EL PASO COUNTY, COLORADO.

OWNER:
PANDA EXPRESS, INC.
1683 WALNUT GROVE AVENUE
ROSEMEAD, CALIFORNIA 91770
626-799-8888

APPLICANT:
H.C. KLOVER ARCHITECT
8813 PENROSE LANE, SUITE 400
DENVER, COLORADO 80231
303-755-1200

wallace design collective

wallace design collective, pc
1101 Wyndolene Street, Suite 200
Kennesaw City, Mississippi 4100
706-433-4266
www.wallacedesign.com

APPLICANT:
H.C. KLOVER ARCHITECT
8813 PENROSE LANE, SUITE 400
LENEXA, KANSAS 66219
913-649-8181
HCPERMITTING@KLOVER.NET

PREPARED BY:
WALLACE DESIGN COLLECTIVE
1703 WYANDOTTE STREET, SUITE 200
KANSAS CITY, MISSOURI 64108
816-421-8282
MARYCI ARE AMER@WALLACEDESIGN

CIVIL SHEET INDEX:

C1	COVER SHEET
C2	SITE PLAN
C3	SIGN PLAN
A-100.0	PHOTOMETRIC SITE PLAN
A-200	EXTERIOR ELEVATIONS
A-201	EXTERIOR ELEVATIONS
A-407	TRASH ENCLOSURE DETAILS

KNOW ALL MEN BY THESE PRESENTS, THAT

OWNER(S) SIGNATURE(S) (NOTARIZED):

ss: COUNTY OF EL PASO)

MY COMMISSION EXPIRES

MY COMMISSION EXPIRES

I, _____, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY AND LEGAL DESCRIPTION REPRESENTED BY THE _____ PUD WAS MADE UNDER MY SUPERVISION AND THE MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THIS PUD ACCURATELY REPRESENTS THAT SURVEY.

RECORDING STAMP

THE FINAL PID FOR THE (NAME) PLANNED UNIT DEVELOPMENT IS APPROVED BY
THE TOWN COUNCIL OF THE TOWN OF MONUMENT, COLORADO, ON THIS ___ DAY
OF _____, 20__.

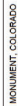
MAYOR _____ DATE _____

Know what's below.
Call before you dig.

CAUTION

NOTICE TO CONTRACTOR

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS ARE BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST LOCATE THE LOCAL UTILITY LOCATION CENTER AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO



Telephone: 626.799.9898
Facsimile: 626.372.8288

All ideas, designs, arrangement and plans indicated or represented by this drawing are the property of Panda Express Inc. and were created for use on this specific project. None of these ideas, designs, arrangements or plans may be used by or disclosed to any person, firm, or corporation without the written permission of Panda Express Inc.

DEVELOPER COMMENTS	09.1.23
PUD SUBMITTAL COMMENTS	10.30.23
PUD COMMENTS	03.12.24
PUD COMMENTS	08.20.24

ISSUE DATE:		08.04.23
1st	SUBMITTAL	

DRAWN BY: JCW
CHECKED BY: MCA

PANDA PROJECT #:	S8-24-D26223
PANDA STORE #:	.
ARCH PROJECT #:	22.044.043



PANDA EXPRESS
TRUE WARM & WELCOME
16481 CINEMATIC VW
MONUMENT, CO 80132

COVER SHEET
C1

PANDA HOME 2600 R1

LOCATION MAP



MONUMENT, COLORADO
N.T.S.

FINAL PUD SITE PLAN FOR
PANDA EXPRESS
LOT 5A, MONUMENT MARKETPLACE NORTH, FILING NO. 1A,
EL PASO COUNTY, COLORADO



Wallace Design Collective, Inc.
10000 E. Harvard Avenue, Suite 100
Denver, CO 80231
Telephone: 303.755.8888
Fax: 303.755.8889
www.wallacedesign.com



PANDA EXPRESS, INC.
1683 Walnut Grove Ave.
Fremont, CO 80005
Telephone: 303.799.8888
Fax: 303.799.8889

All Plans, Specifications and other information
submitted by the owner and the engineer shall be
the property of the engineer and shall not be
reproduced or used in any way without the
written consent of the engineer. The engineer
shall not be responsible for any errors or
omissions in the plans or specifications.

REVISIONS:
1. DEVELOPER COMMENTS 09.12.23
2. PUD SUBMITTAL COMMENTS 10.30.23
3. PUD COMMENTS 03.12.24
4. PUD COMMENTS 09.12.24

ISSUE DATE: 08.14.23
1st SUBMITTAL

DRAWN BY: JGW
CHECKED BY: MCA

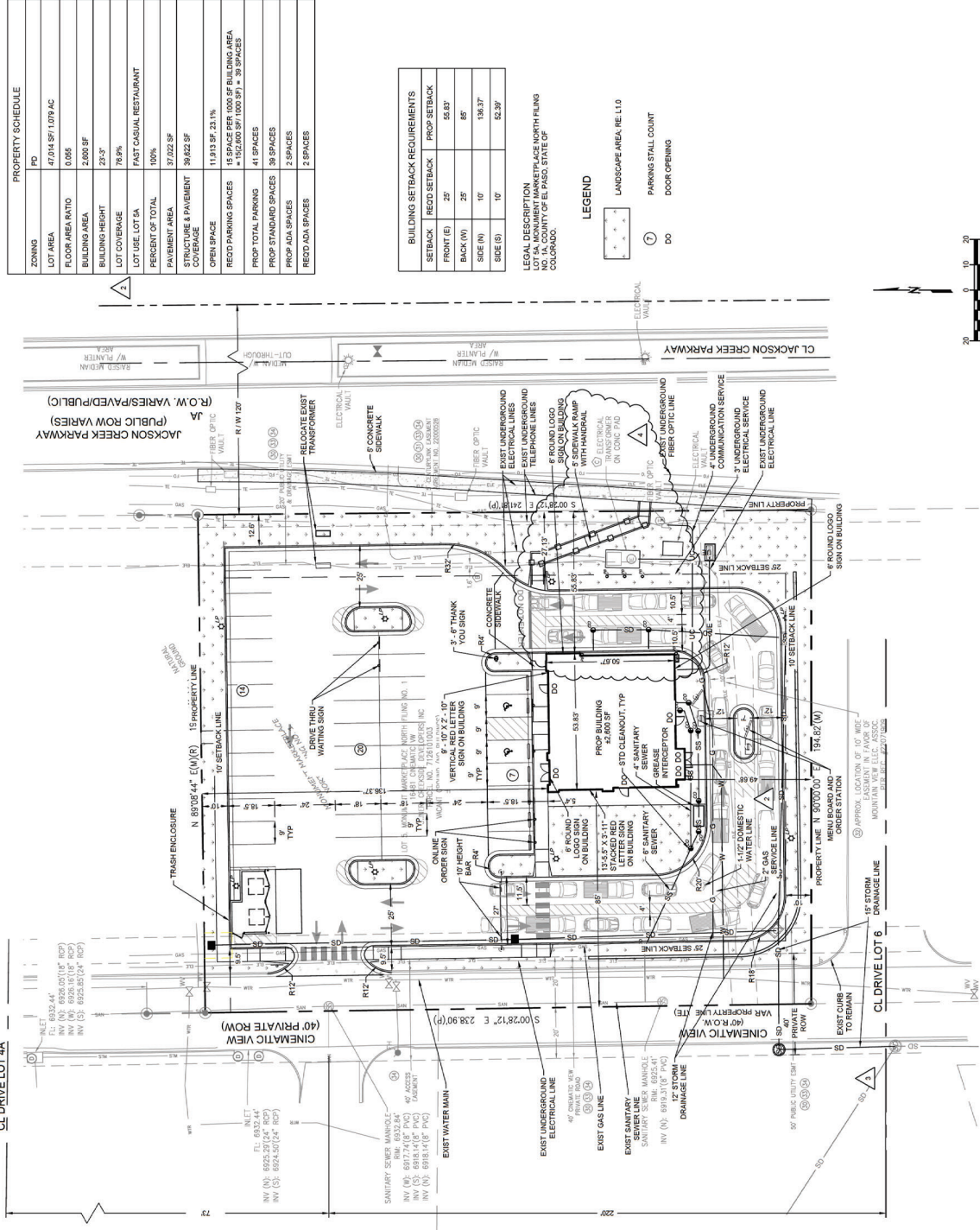
PANDA PROJECT #: 58-24-02023
PANDA STORE #: 22.044.043

hckloverarchitect
6813 E. Harvard Avenue, Suite 400
Denver, CO 80231
Phone: 913.668.8181 • Fax: 913.668.1275

PANDA EXPRESS
TRUE WARM & WELCOME
RESTAURANT
MONUMENT, CO 80132

SITE PLAN
C2

PANDA HOME 2001 91



BUILDING SETBACK REQUIREMENTS		
SETBACK	RECD SETBACK	PROP SETBACK
FRONT (E)	25'	55.83'
BACK (W)	25'	85'
SIDE (N)	10'	138.37'
SIDE (S)	10'	52.39'

LEGAL DESCRIPTION
PANDA HOME 2001 91
NO. 1A, COUNTY OF EL PASO, STATE OF
COLORADO.

LEGEND

- LANDSCAPE AREA, REL L.O
- PARKING STALL COUNT
- DOOR OPENING

NOTICE TO CONTRACTOR
THE CONTRACTOR SHALL BE RESPONSIBLE FOR
VERIFYING THE LOCATION AND DEPTH OF ALL
UTILITIES AS SHOWN ON THESE PLANS. THE
INFORMATION IS NOT TO BE RELIED ON AS
BEING EXACT OR COMPLETE. THE CONTRACTOR
SHALL BE RESPONSIBLE FOR VERIFYING THE
LOCATION AND DEPTH OF ALL UTILITIES
AT LEAST 72 HOURS BEFORE ANY EXCAVATION
REQUEST EXACT FIELD LOCATIONS OF THE UTILITIES

Know what's below.
Call before you dig.
811



PANDA EXPRESS INC.
1883 Walnut Grove Ave.
Rosemead, California
Telephone: 626.799.8666
Facsimile: 626.372.6268

Notice: This is a preliminary plan. It is not to be used for construction. It is the property of Panda Express Inc. and is loaned to you for your use only. It is not to be reproduced, copied, or distributed without the written permission of Panda Express Inc.

REVISIONS:
1. DEVELOPER COMMENTS 09.12.23
2. P.D. SUBMITTAL COMMENTS 10.12.23
3. P.D. COMMENTS 03.12.24
4. P.D. COMMENTS 09.12.24

ISSUE DATE: 08.02.23
1st SUBMITTAL

DRAWN BY: JCW
CHECKED BY: MCA

PANDA PROJECT #: 58-24-06223
PANDA STORE #: 22.04.143
ARCH PROJECT #:



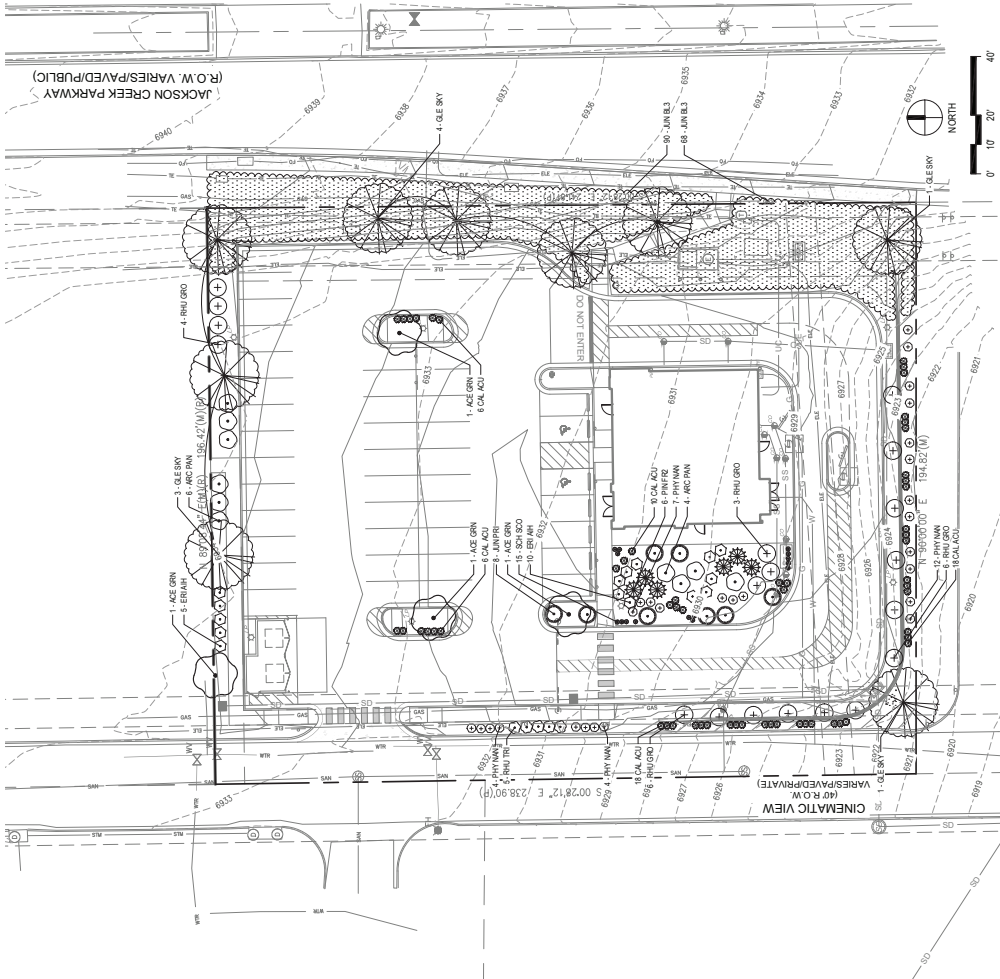
06/21/24



PANDA EXPRESS
TRUE WARM & WELCOME
MONUMENT, CO 80132

LANDSCAPE
PLAN
L01.0

PANDA HOME 2001 R1



PLANTING NOTES

1. ALL PLANTING SHALL BE DONE BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL UTILITY LOCATIONS AND THE LOCAL HEALTH DEPARTMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL HEALTH DEPARTMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL HEALTH DEPARTMENT.
2. TO THE OWNER: THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL UTILITY LOCATIONS AND THE LOCAL HEALTH DEPARTMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL HEALTH DEPARTMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL HEALTH DEPARTMENT.
3. FINISH GRADE FOR SHRUB, GROUND COVER, AND LAWN AREAS SHALL BE HELD 1" BELOW TOP OF ADJACENT FIELD STAKE LOCATIONS OF PROPOSED TREES FOR REVIEW AND APPROVAL BY OWNER'S REPRESENTATIVE PRIOR TO DELIVERY OF TREES TO THE SITE.
4. FIELD STAKE LOCATIONS OF PROPOSED TREES FOR REVIEW AND APPROVAL BY OWNER'S REPRESENTATIVE PRIOR TO DELIVERY OF TREES TO THE SITE.
5. BY SUBMITTING A BID, THE CONTRACTOR ACKNOWLEDGES HAVING VISITED THE SITE AND BECOME FAMILIAR WITH THE CONDITIONS RELATED TO THE INSTALLATION OF SITE IMPROVEMENTS.

IRRIGATION NOTES

1. ALL LANDSCAPE AREAS SHALL BE WATERED BY A WATER-CONSERVING IRRIGATION SYSTEM INCLUDING DRIP, SPRINKLER, OR FLOOD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL UTILITY LOCATIONS AND THE LOCAL HEALTH DEPARTMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL HEALTH DEPARTMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL HEALTH DEPARTMENT.
2. IRRIGATION DESIGN AND CONSTRUCTION BY OTHERS.

ROCK MULCH

1. WRITTEN APPROVAL OF THE CONSENTING OWNERS, THE MATERIAL SHALL BE FREE OF ORGANIC AND INORGANIC DEBRIS.



Know what's below.
Call before you dig.

CAUTION

NOTICE TO CONTRACTOR: THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL UTILITY LOCATIONS AND THE LOCAL HEALTH DEPARTMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL HEALTH DEPARTMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL HEALTH DEPARTMENT.

LANDSCAPE REQUIREMENTS

- GRASS: 4,702 SF
REQUIRED: TOTAL SITE 47,016 SF X 10%
PROVIDED: 4,702 SF
IMPROVED LOT COVERAGE: 25,119 SF (75%)
- TREE: 13 TREES
REQUIRED: 13 TREES
PROVIDED: 13 TREES
- LANDSCAPE ISLANDS: 107 SF / ISLAND
PROVIDED: 107 SF / ISLAND
- PLANTING AREAS: 5,319 SF (45%)
PROVIDED: 5,319 SF (45%)
- AREAS: 5,319 SF (45%)
PROVIDED: 5,319 SF (45%)
- REQUIRED: 4,702,100.9 SF
PROVIDED: 4,702,100.9 SF
- REQUIRED: 316
PROVIDED: 316

1. HEIGHT OF CANOPY TO GROUND SHALL BE EQUAL TO PLANT TAG HEIGHT. PLANT TAG HEIGHT SHALL BE CONSIDERED GENERAL GUIDELINE ONLY AND MAY BE MODIFIED TO SUIT ON-SITE CONDITIONS.
2. CANOPY SPACING TO BE EQUAL TO PLANT TAG HEIGHT. PLANT TAG HEIGHT SHALL BE CONSIDERED GENERAL GUIDELINE ONLY AND MAY BE MODIFIED TO SUIT ON-SITE CONDITIONS.
3. QUANTITIES ON PLANT LIST ARE FOR CONVENIENCE ONLY. CONTRACTOR IS RESPONSIBLE FOR ALL PLANTS SHOWN ON PLANTING PLANS AND COVERAGE OF ALL AREAS.
4. REUNITE: WHEN DISCREPANCIES OCCUR BETWEEN PLANT LIST AND PLANTING PLANS, THE PLANTS ARE TO SUPERSEDE THE PLANT LIST.
5. ALL TREES TO HAVE A SINGLE CENTRAL LEADER UNLESS OTHERWISE NOTED.



PANDA EXPRESS, INC.
1683 Walnut Grove Ave.
Rosemead, California
Telephone: 626.799.8888
Facsimile: 626.372.8288

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REVISIONS:

ISSUE DATE:
1st FINAL PLOT SET 07.27.23

DRAWN BY:

PANDA PROJECT #: 58-34-02023
PANDA STORE #: -
ARCH PROJECT #: 22.044.043

CONCEPTUAL
FOR
REFERENCE

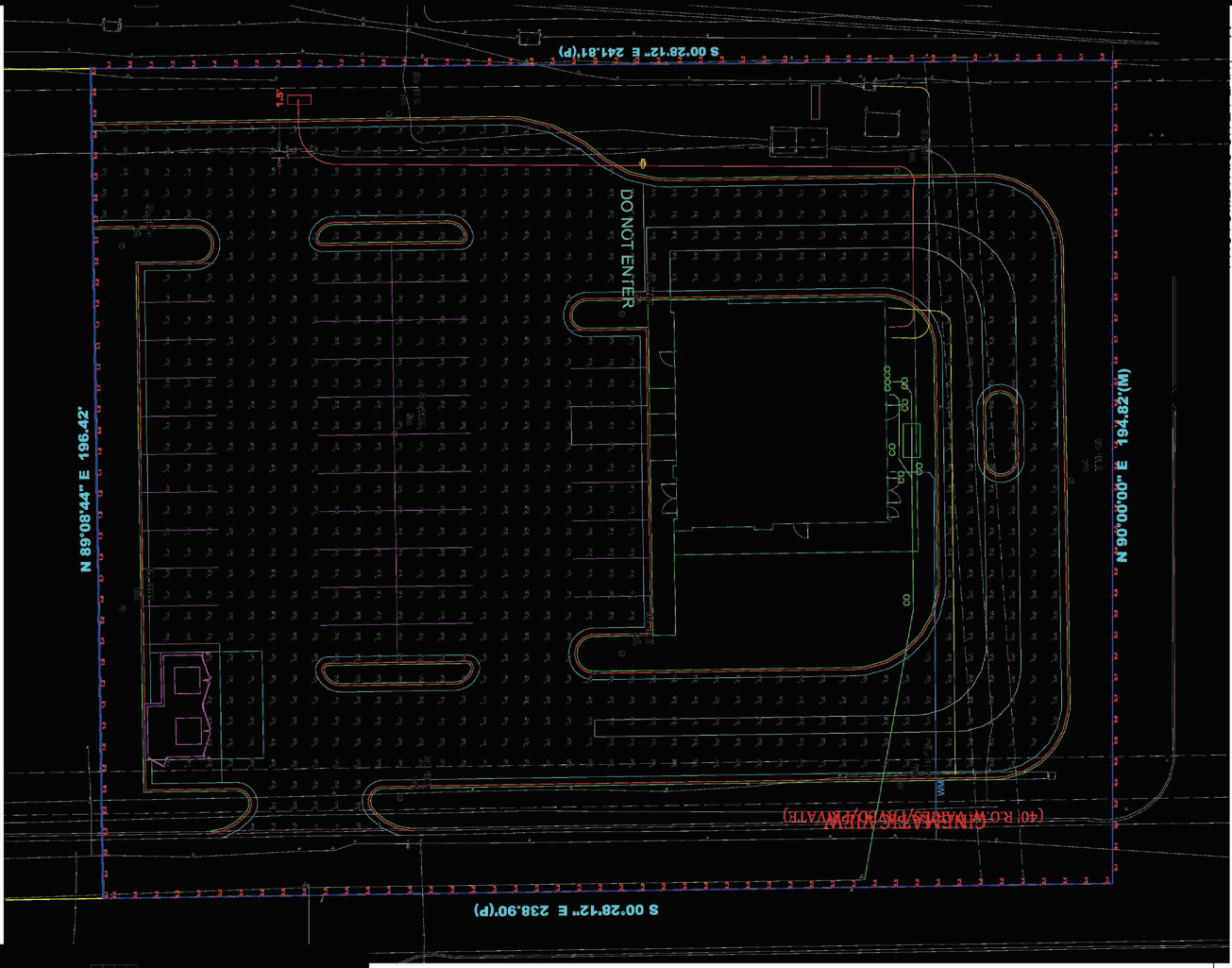
hickoverarchitect
6015 Wilshire Blvd., Suite 400,
Los Angeles, CA 90048
PH: 310.648.8181 • FX: 310.648.1275

PANDA EXPRESS
PANDA HOME 2000
1683 WALNUT GROVE AVENUE
ROSEMEAD, CA 91762

A-100.1

SITE PLAN
ARCHITECTURAL

PANDA HOME 2000 R4



Scale= NTS

A-100.1



PANDA EXPRESS INC.
1883 Walnut Grove Ave.
Rosemead, California
Telephone: 626.799.9888
Facsimile: 626.737.0388

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REVISIONS:

ISSUE DATE: 07.07.23
1st FINAL PUD SET

DRAWN BY:

PANDA PROJECT #: SS24-02623
PANDA STORE #: 22.04.043
ARCH PROJECT #:

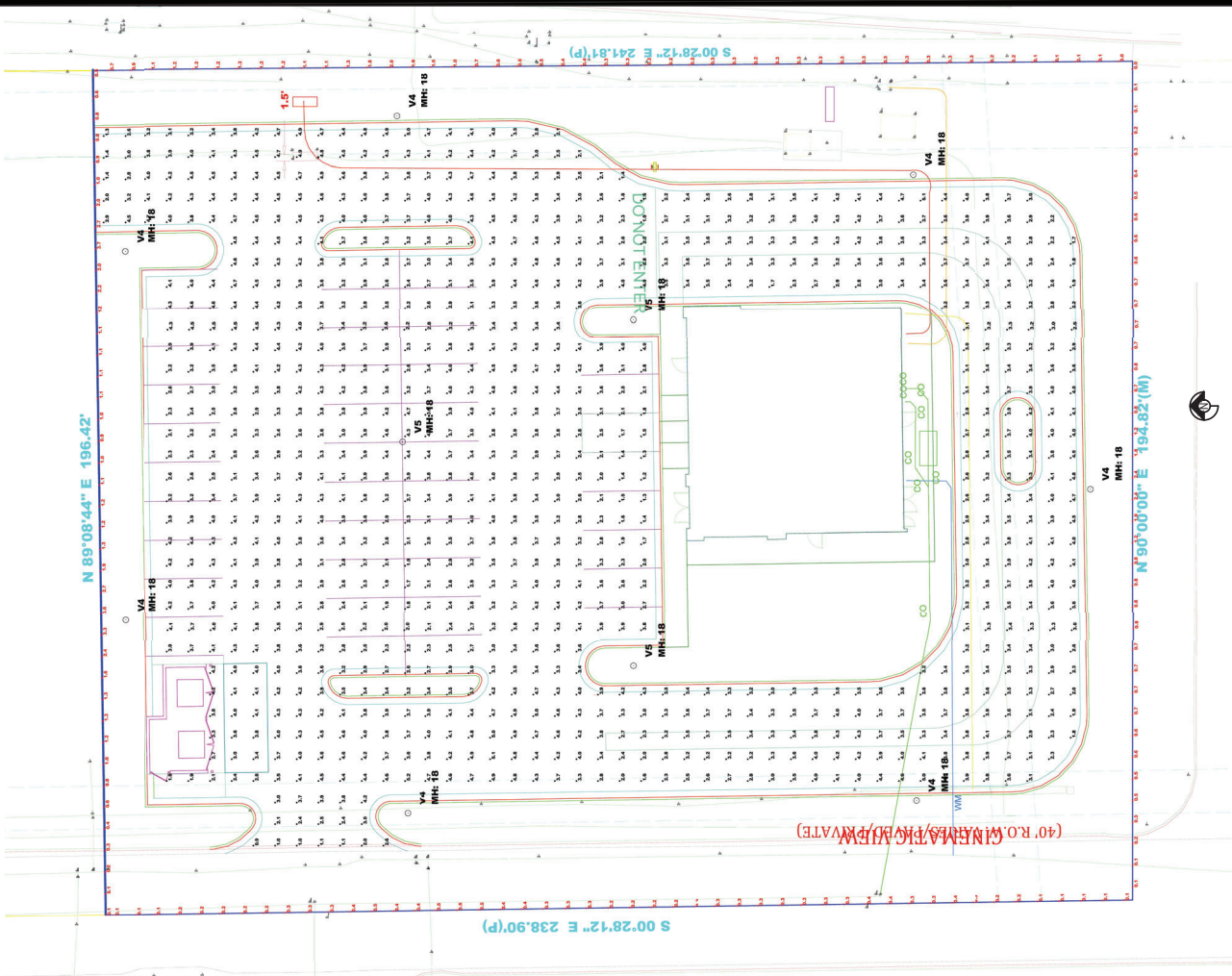
CONCEPTUAL
FOR
REFERENCE



PANDA EXPRESS
PANDA HOME 2000
10000 MONUMENT
MONUMENT, CO 80132

A-100.1

SITE PLAN
ARCHITECTURAL
PANDA HOME 2000 R4



PHOTOMETRIC SITE PLAN A
Scale: NTS A-100.1

Luminaire Schedule	Qty	Label	Description	Luminaire Watts	BUG Rating
○	7	V4	VPR-R-VLED-IV-10LED-480-525mA- NW-PTB23-RAL-70M4-3	160	B2-UG-C3
○	3	V5	VPR-R-VLED-IV-10LED-480-525mA- NW-PTB23-RAL-70M4-3	160	B4-UG-C2

Calculation Summary	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Property Line	Illuminance	FC	0.72	1.2	0.0	3.90	5.78
Property Line	Illuminance	FC	0.72	1.7	0.0	N/A	N/A

Luminaires & Lamps Furnished By Villa Lighting Inc. 81 Louis, MO. 63103
www.villalighting.com
(800)325-0893

The electrical contractor shall be responsible for receiving, storage, installation and wiring of light fixtures.

The electrical contractor shall report any damaged light fixtures or missing parts to Villa Lighting within 48 hours of receipt of light fixture package.

Design is based on current information provided at the time of request. Any changes in mounting height, mounting location, lamp voltage, lamp type, and existing field conditions shall be reported to Villa Lighting within 48 hours of receipt of light fixture package. No request and recalculation. Calculations are based upon a computer simulation and actual field calculations may vary.

Fixtures mounted on 4' pole and 2' concrete base
Light level calculated on the ground



PANDA EXPRESS, INC.
1883 Walnut Grove Ave.
Rosemead, California
91770
Telephone: 626.799.8888
Fax: 626.799.8888
E-mail: info@pandaexpress.com

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REVISIONS

ISSUE DATE:

DRAWN BY:
PANDA PROJECT #: SS-24-02823
PANDA STORE #: -
ARCH PROJECT #: 22.044.043

CONCEPTUAL FOR REFERENCE

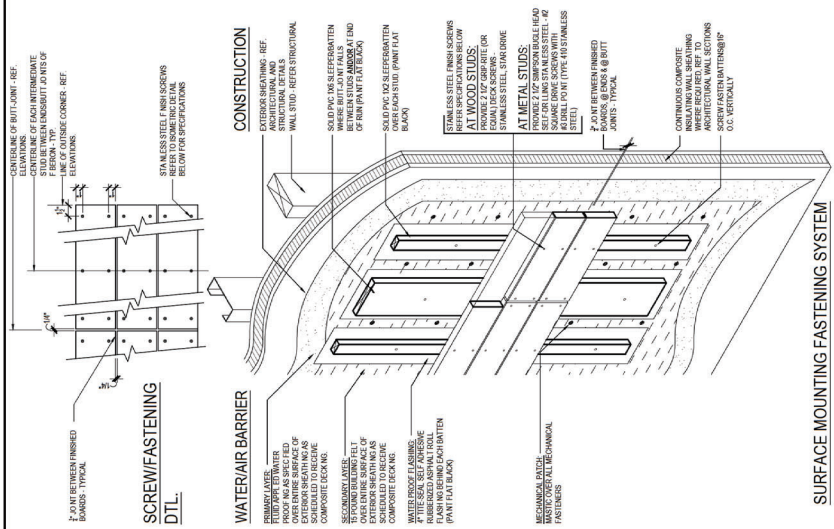
hckloverarchitect
8813 Penrose Lane, Suite 400,
Denver, Colorado 80231
ph: 303.449.8181 • fx: 303.449.1279

PANDA EXPRESS
PANDA HOME 2800
16481 CINEMATIC YW
MONUMENT, CO 80132

A-201

EXTERIOR
ELEVATIONS

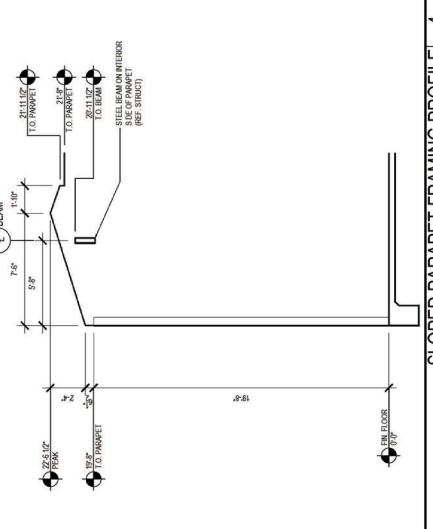
PANDA HOME 2800 RA



COMPOSITE DECK FASTENING & WATER PROOFING 3

Scale: 1 1/2" = 1'-0"

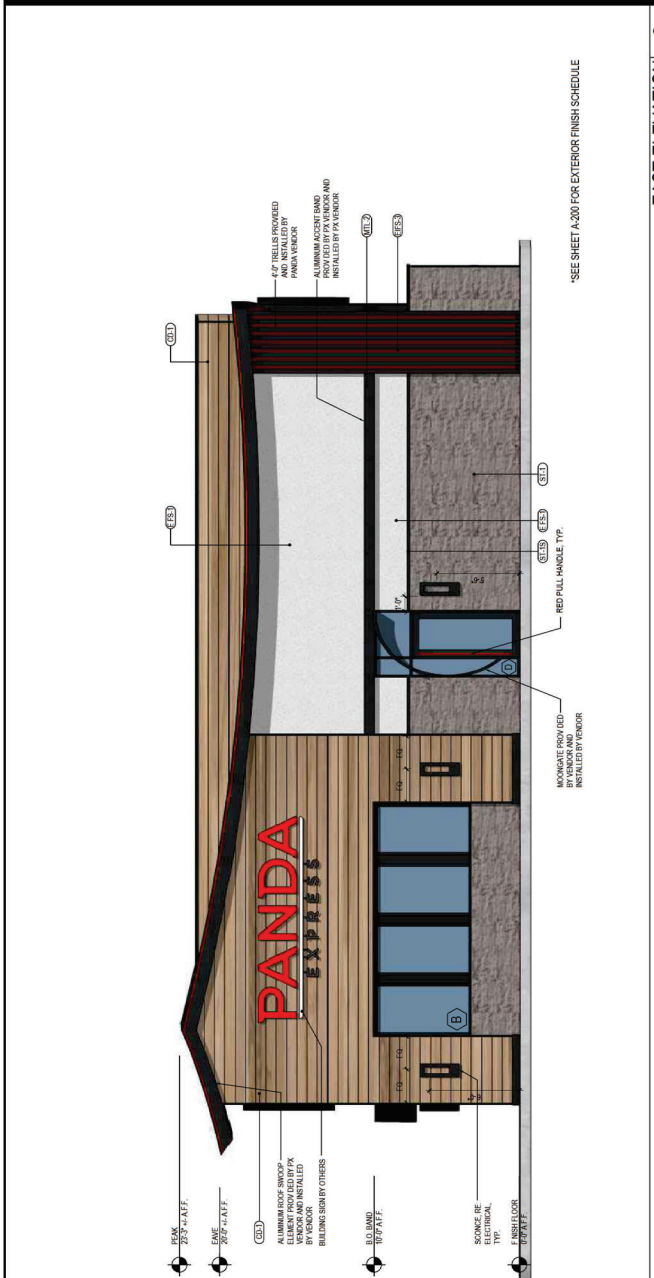
A-201



SLOPED PARAPET FRAMING PROFILE 4

Scale: 1 1/4" = 1'-0"

A-201



EAST ELEVATION 2

Scale: 1/4" = 1'-0"

A-201

*SEE SHEET A-200 FOR EXTERIOR FINISH SCHEDULE

*SEE SHEET A-200 FOR EXTERIOR FINISH SCHEDULE

*SEE SHEET A-200 FOR EXTERIOR FINISH SCHEDULE

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*SEE SHEET A-200 FOR EXTERIOR FINISH SCHEDULE

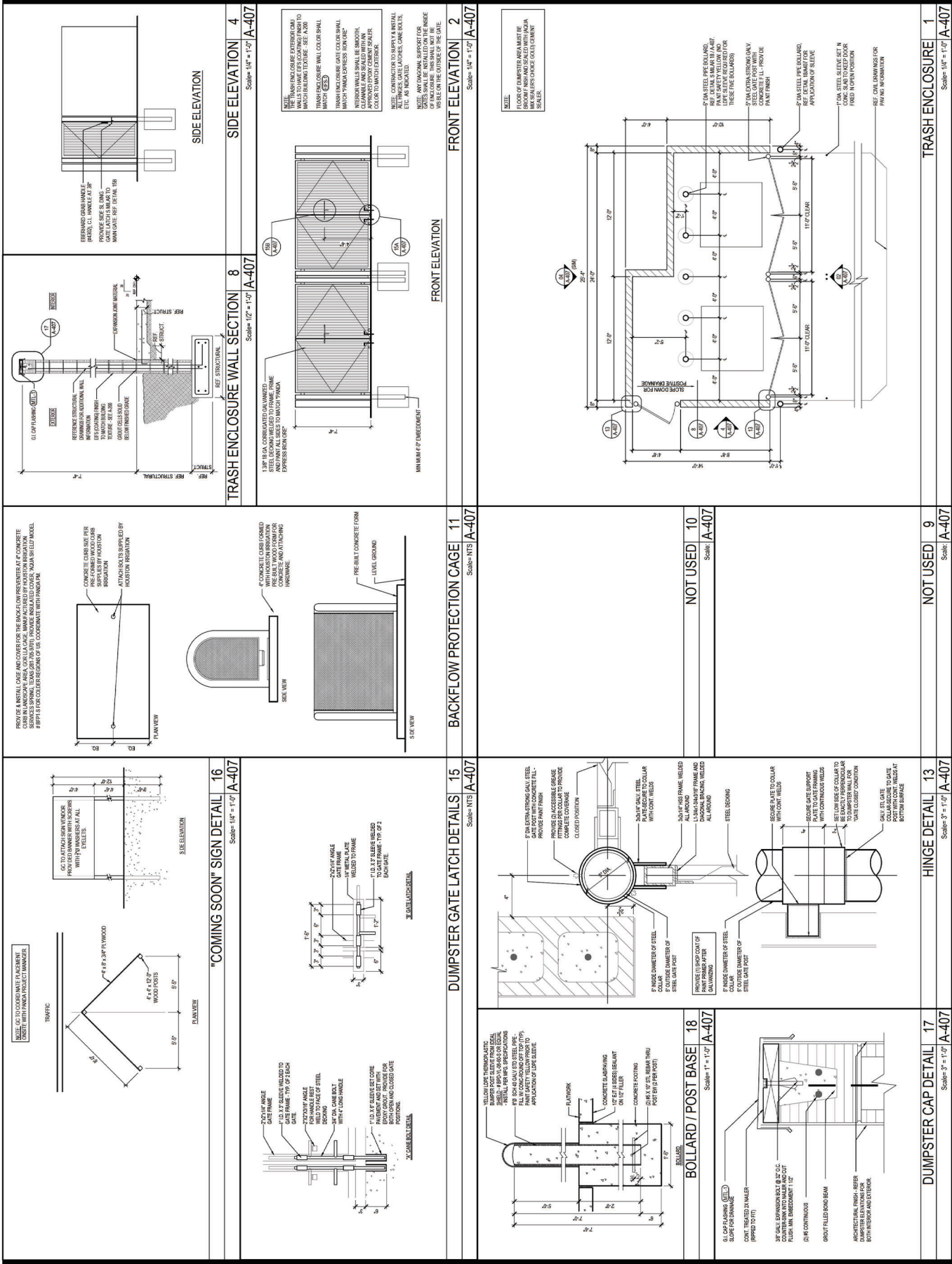
*SEE SHEET A-200 FOR EXTERIOR FINISH SCHEDULE

*SEE SHEET A-200 FOR EXTERIOR FINISH SCHEDULE

*SEE SHEET A-200 FOR EXTERIOR FINISH SCHEDULE

*SEE SHEET A-200 FOR EXTERIOR FINISH SCHEDULE

*SEE SHEET A-200 FOR EXTERIOR FINISH SCHEDULE





Proposed Sign Package
Monument, CO
16481 Cinematic View

01.19.2023

Revisions:

- 1.30.2023 | Update to S10 monument sign
- 2.15.2023 | created const. dwg for S10
- 6.2.2023 | Updated site plan, elevations, code and sign placement
- 6.7.2023 | Added AFF install height to S2, S3 & S4
- 7.28.2023 | Updated D7, D8, D10 to have lighter bamboo colored wood panels. Added S1, S2, S3, S4, S6, D7, D8, D9, and D10 pages to the brand book.
- 7.31.2023 | Updated mounting specs for S11 and S12.
- 1.9.2024 | Updated the site plan
- 01/17/24 | Updated S5 w/thank you
- 02.16.2024 | Updated site plan
- 12.05.2024 | Added S13 the art sculpture to the brandbook

C77747

Code Summary

SIGN	LOCATION	TYPE	HEIGHT	WIDTH	ALLOWED	PROPOSED	BALANCE
S1	MAIN STOREFRONT	VERTICAL RED LETTERSET	9'-10 3/8"	2'-10"	81.8	27.95	53.85
S2	MAIN STOREFRONT	LOCKUP LOGO	6'-0"	6'-0"	53.85	36	17.85
S3	SIDE STOREFRONT	STACKED RED LETTERSET	3'-11 1/4"	13'-5 1/2"	77.1	53.19	23.91
S4	DRIVE THRU ELEVATION	LOCKUP LOGO	6'-0"	6'-0"	77.1	36	41.1
S5	DRIVE THRU ELEVATION	FCO LETTERSET	VARIOUS	VARIOUS	41.1	40.4	0.7
S6	REAR ELEVATION	LOCKUP LOGO	6'-0"	6'-0"	0.7	36	-35.3
S13	SIDE STOREFRONT	ART SCULPTURE	3'-6"	2'-2"	TBD not street facing	7.58	TBD

Code Allowance	Elevation	Allowed	Elevation	Allowed
Wall signs: 1.5 sf per ft of building frontage	Main Storefront	54.5831 x 1.5 = 81.8	Drive Thru	51.4165 x 1.5 = 77.1
F/S Sign: Per PUD	Side Storefront	51.4165 x 1.5 = 77.1	Rear	54.5831 x 1.5 = 81.8

S1



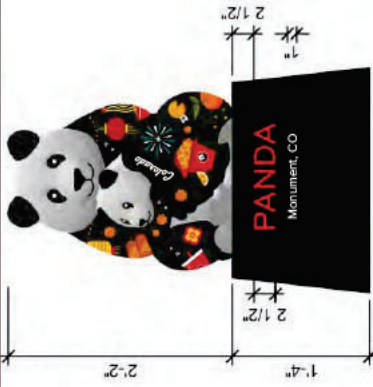
6' Lock Up
Logo



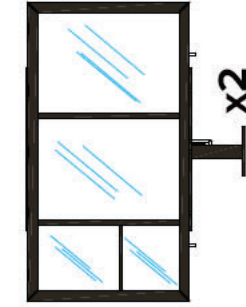
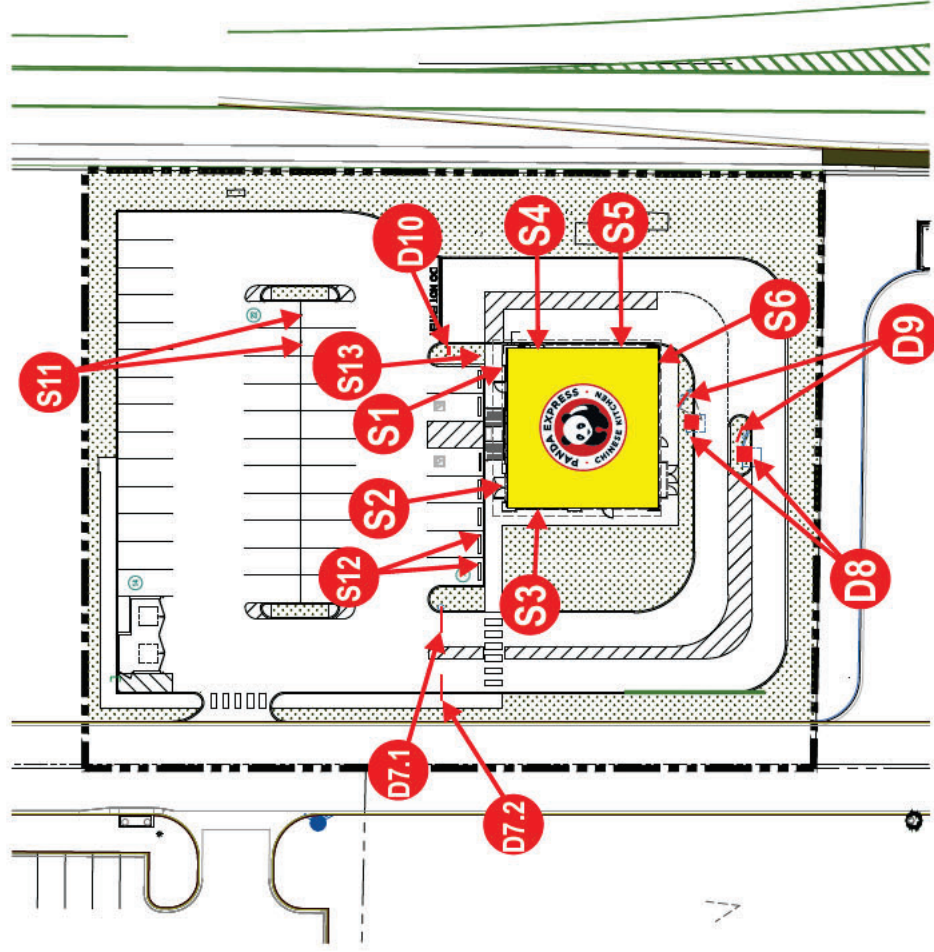
100
90
80
70
60
50
40

EXPRESS

S3 2'-6" stacked red letterset



S13 Art Sculpture



S11

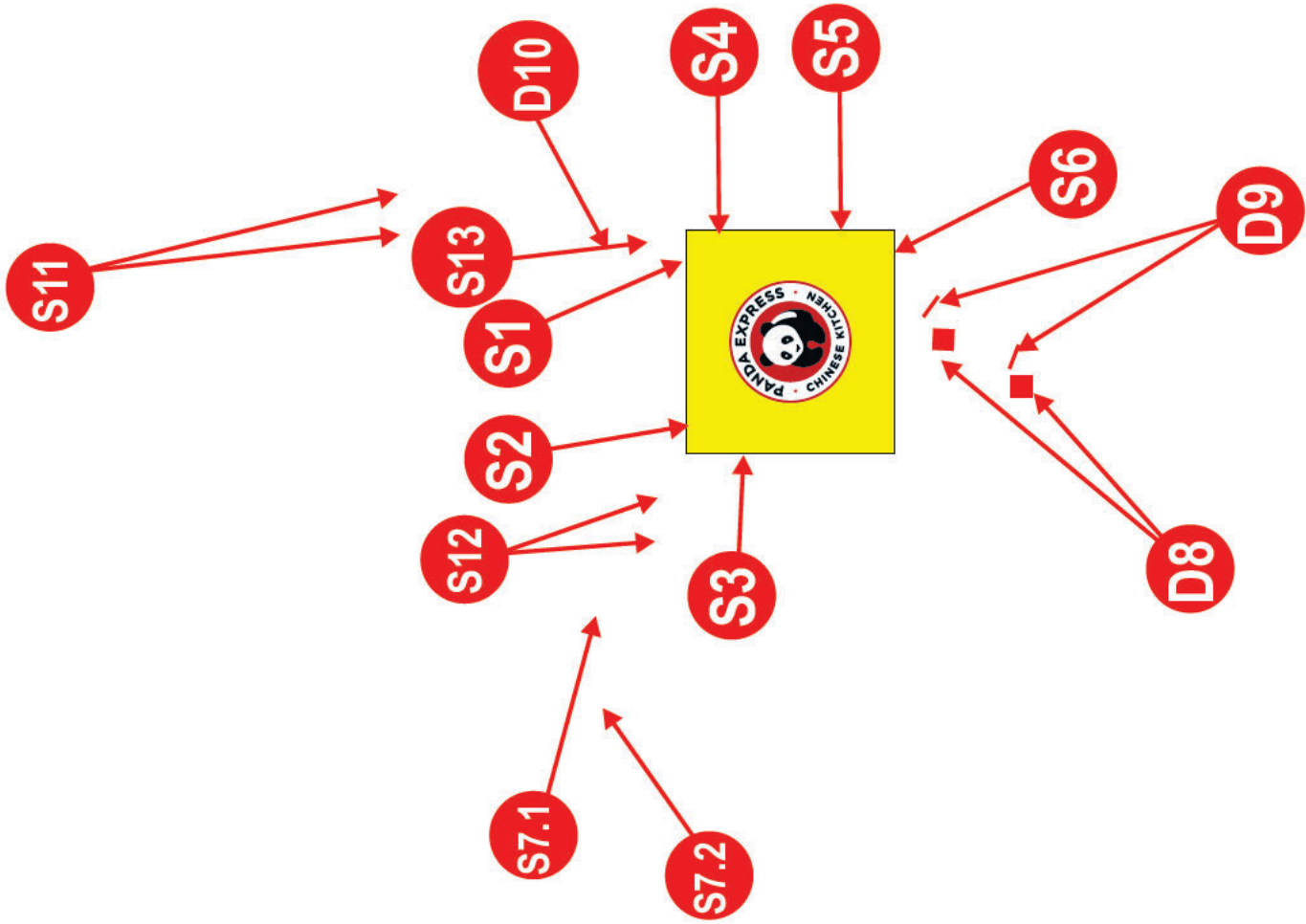
Qty: 2

S12

Qty: 2

30 OE#

Site Plan



Revisions:			
Updated S10 placement PV 1.30.23	X		
	X		
	X		
	X		

File Location:	STND	CS1M
Drive/Clients/		
	☐ AS	☐ CR
	☐ EN	☐ EN

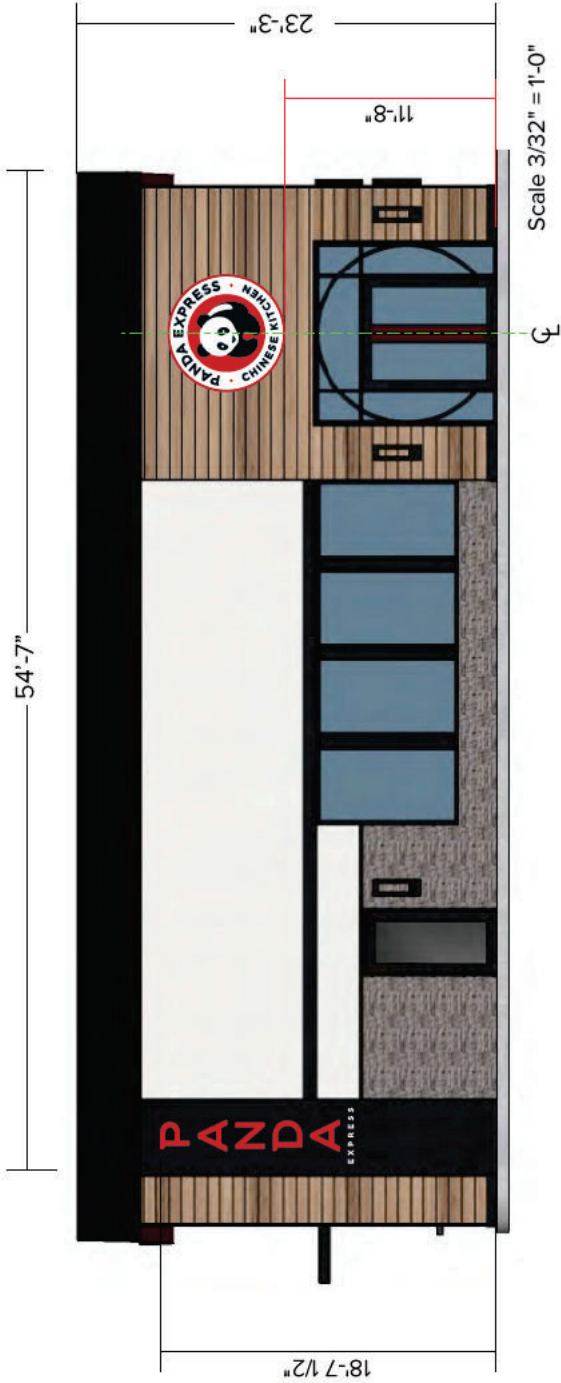
Date:	01/19/2023
Designer:	KB
PM:	SN

City/State:	Monument CO
Address:	16481 Cinematic View

Drawing #	C77747-1
OE #	159883

Elevations

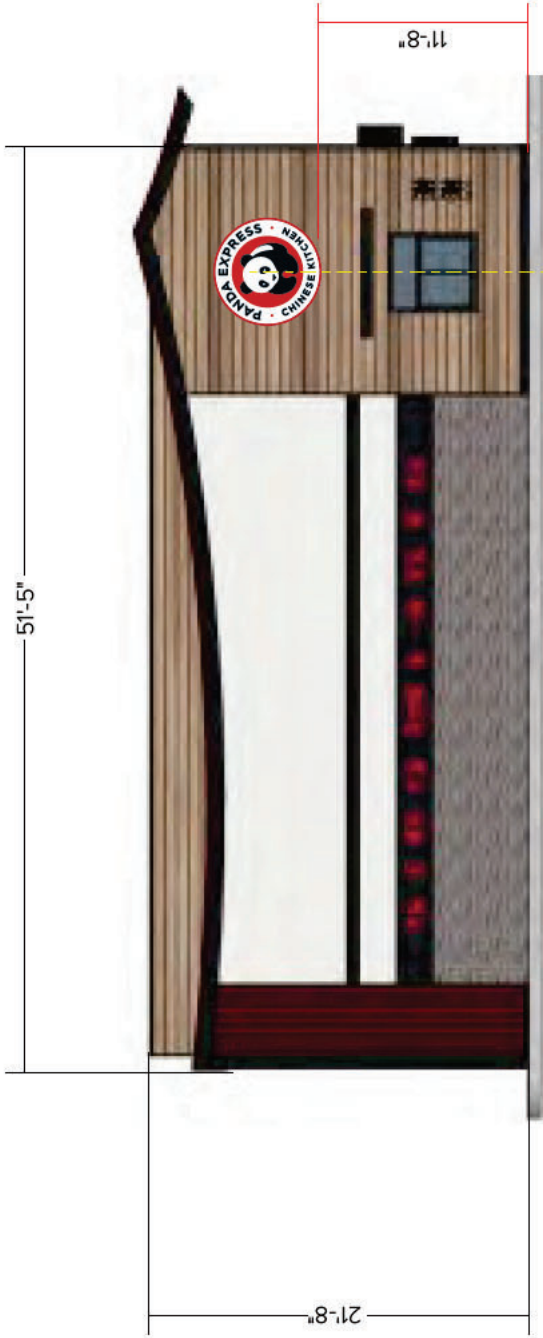
Scale | 3/32" = 1'



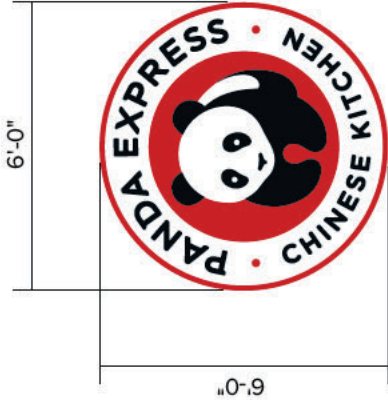
SIGN	LOCATION	TYPE	HEIGHT	WIDTH	ALLOWED	PROPOSED	BALANCE
S1	MAIN STOREFRONT	VERTICAL RED LETTERSET	9'-10 3/8"	2'-10"	81.8	27.95	53.85
S2	MAIN STOREFRONT	LOCKUP LOGO	6'-0"	6'-0"	53.85	36	17.85

Elevations

Scale | 3/32" = 1'



Scale 3/32" = 1'-0"



Scale | 1/4" = 1'

SIGN	LOCATION	TYPE	HEIGHT	WIDTH	ALLOWED	PROPOSED	BALANCE
S4	DRIVE THRU ELEVATION	LOCKUP LOGO	6'-0"	6'-0"	77.1	36	41.1
S5	DRIVE THRU ELEVATION	FCO LETTERSET	VARIOUS	VARIOUS	41.1	40.4	0.7

Revisions:				
X				
X				
X				



File Location: STND CSTM
Drive/Clients/

☐ AS ☐ CR ☒ EN

Date: 01/19/2023
Designer: KB PM: SN

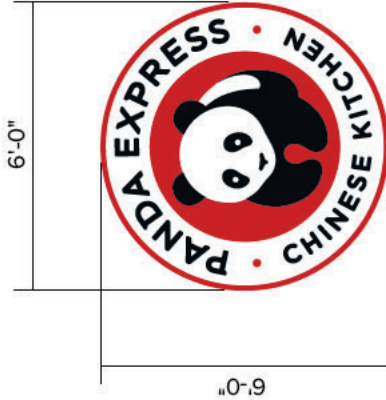
City/State: Monument CO
Address: 16481 Cinematic View

Drawing #
OE #

C77747
159883

Elevations

Scale | 3/32" = 1'



Scale | 1/4" = 1'

SIGN	LOCATION	TYPE	HEIGHT	WIDTH	ALLOWED	PROPOSED	BALANCE
S6	REAR ELEVATION	LOCKUP LOGO	6'-0"	6'-0"	0.7	36	-35.3

Revisions:

X	
X	
X	
X	

File Location: STND ☐ CS TM ☐

☐ AS ☐ CR ☒ EN

Date: 01/19/2023

Designer: KB PM: SN

City/State: Monument CO

Address: 16481 Cinematic View

Drawing #

OE #

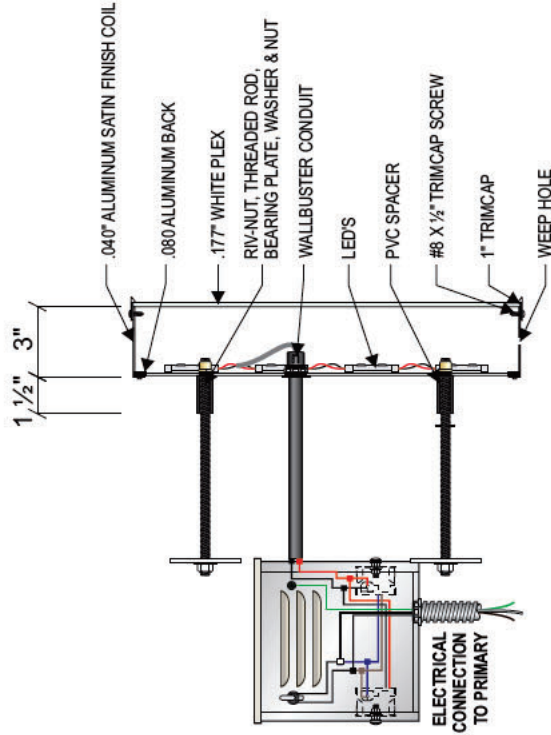
Vertical Face-Lit Letterset - Qty: 1

GENERAL SPECIFICATIONS:

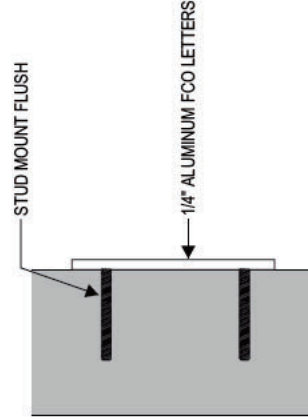
TRIMCAP... 1" BLACK

BACKS..... .080" ALUMINUM

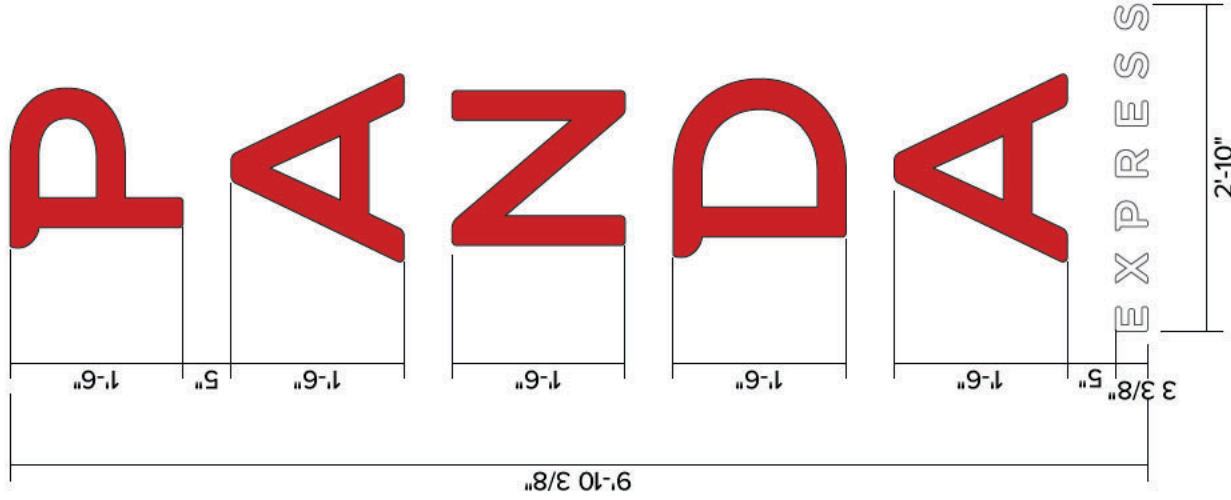
EXPRESS.....1/4" THICK ALUMINUM PLATE LETTERS PAINTED N202SP WHITE, SATIN FINISH



FACE LIT CHANNEL LETTER



FCO "EXPRESS" LETTERS



PE-FL-18-Vert
SCALE | 1:20
SQ FT | 27.95

X	
X	
X	
X	
	Revisions:
	Added page to brand book - RF - 7/28/23
X	
X	

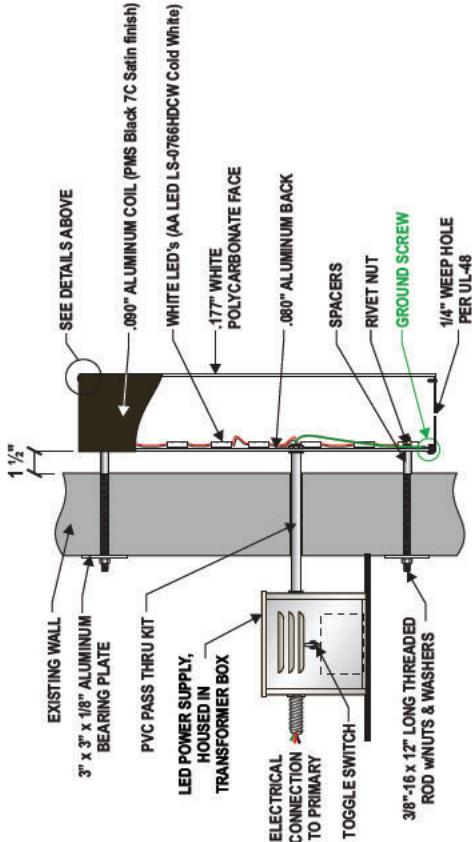
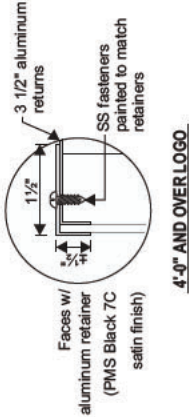
S2
S4
S6

Face Illuminated Lockup Logo - Qty: 1

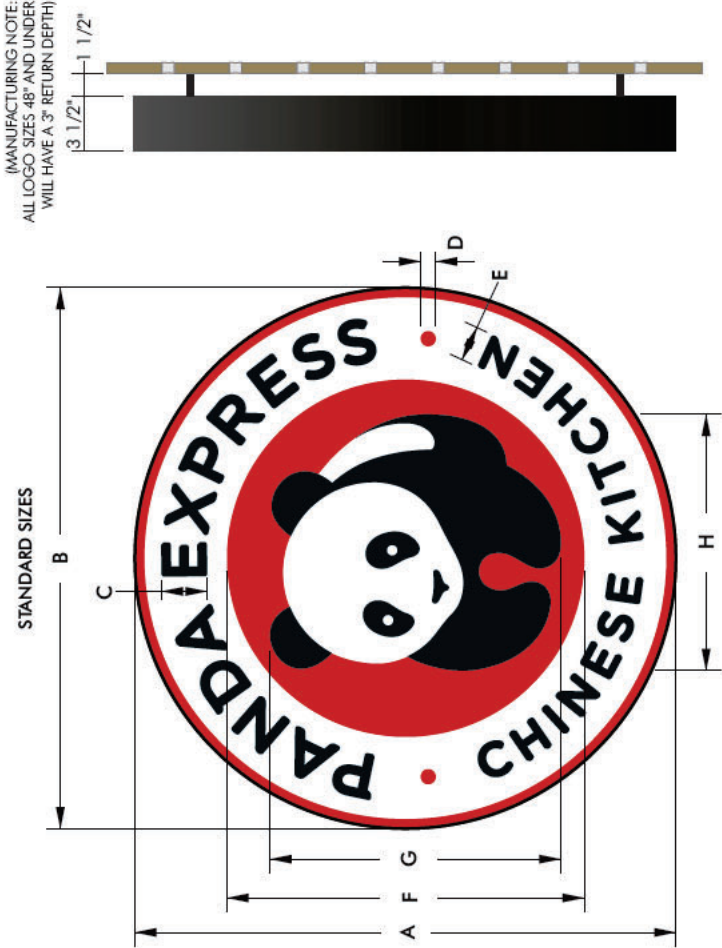
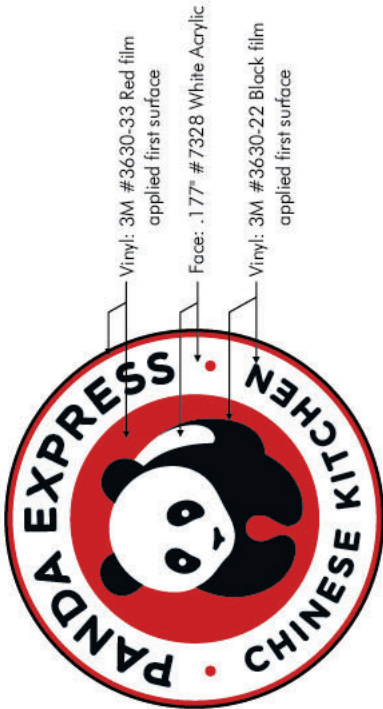
Install new face-lit lockup logo as shown.

GENERAL SPECIFICATIONS:

FACES:..... .177" WHITE POLYCARBONATE W/APPLIED VINYL GRAPHICS
RETAINER:.... 1 1/2" ALUMINUM RETAINER (SEE DETAILS BELOW)
RETURNS:.. .040" X 3" BLACK / WHITE COIL PAINTED TO MATCH BLACK 7C SATIN FINISH



COLOR SPECIFICATIONS FOR FACE



PE-FL-72-FULL										SF (A x B)	
A	B	C	D	E	F	G	H				
6'-0"	6'-0"	6'-11/16"	2'	4'-11/16"	3'-11 1/2"	3'-2 11/16"	2'-10 1/16"			36.0	

Revisions:		X
Added page to brand book - RF - 7/28/23	X	
	X	
	X	

File Location:	STND X
Drive/Clients/	CSTM
AS	△ CR
EN	EN

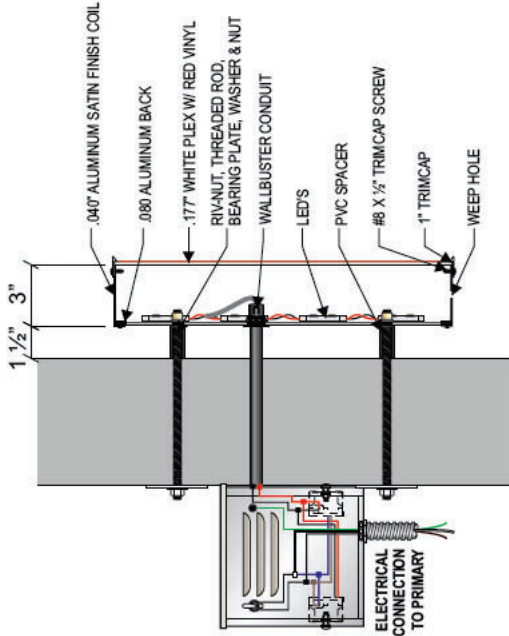
Date:	0119.2023
Designer:	KB
PM:	SN

City/State:	Monument CO
Address:	16481 Cinematic View

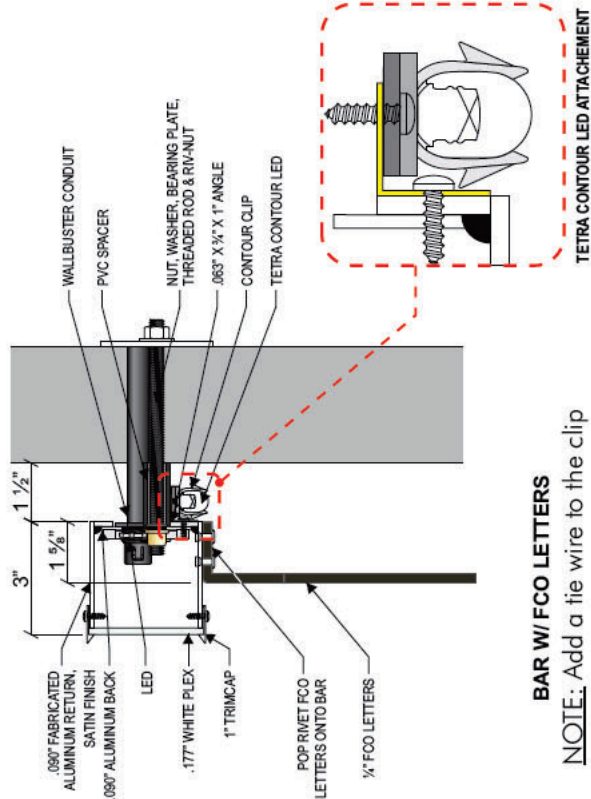
Drawing #	C77747
OE #	159883

Red Face-Lit Letterset - Qty: 1

Install new face-lit illuminated letterset pin-mounted to wall with aluminum FCO tagline.



DUAL LIT CHANNEL LETTER



BAR W/ FCO LETTERS

NOTE: Add a tie wire to the clip that holds the LED strip in

GENERAL SPECIFICATIONS:

FACE-LIT LETTERS:

FACES..... .177" WHITE #7328 PLEX W/ 1ST SURFACE 3M #3630-33 RED

TRIMCAP..... 1" BLACK

RETURNS.. .040" X 3" BLACK / WHITE COIL PAINTED TO MATCH BLACK 7C, SATIN FINISH

BACKS..... .080" ALUMINUM

BAR W/ FCO LETTERS:

FACES......177" WHITE #7328 PLEX

TRIMCAP.....1" WHITE

RETURNS.....125" X 3" FABRICATED WHITE COIL RETURN, SATIN FINISH

BACKS......090" ALUMINUM, INTERIOR PAINTED WHITE

DOWNLIGHT...063" BRAKE FORMED ALUMINUM BOX BEHIND THE BAR WITH DOWNLIGHT LENS AND WHITE LED'S

EXPRESS.....25" FCO ALUMINUM LETTER PAINTED TO MATCH BLACK 7C SATIN FINISH



PE CL 30R							SF (F x B)	
A	B	C	D	E	F			
2' 6"	13' 5 1/2"	9 1/8"	7' 7 11/16"	3"	3' 11 3/8"			53.13

Revisions:

X	
X	
X	
X	

Added page to brand book - RF - 7/28/23

File Location: STND X

Drive/Clients/ CSTM

AS

CR

EN

Date: 01/19/2023

City/State: Monument CO

Designer: KB

PM: SN

Address: 16481 Cinematic View

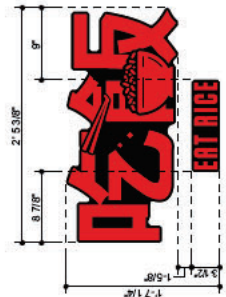
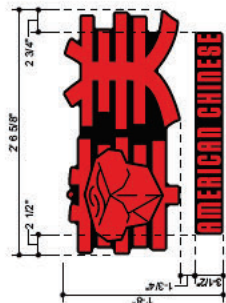
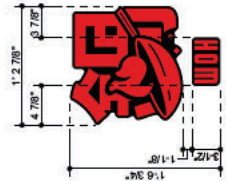
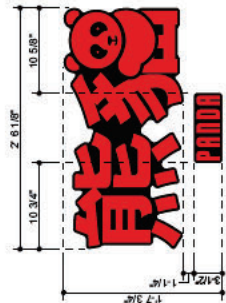
Drawing #

C77747

OE #

159883

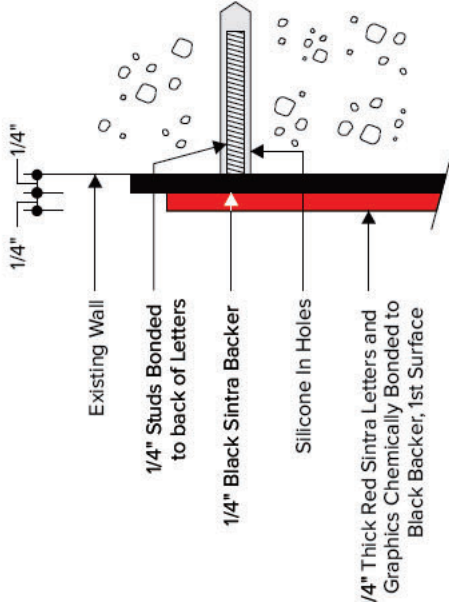
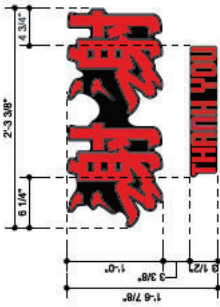
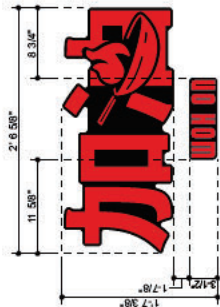
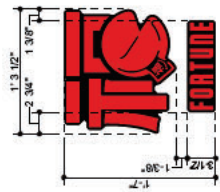
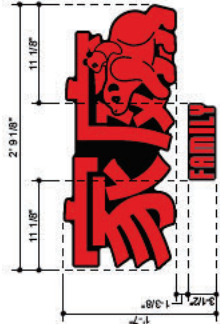
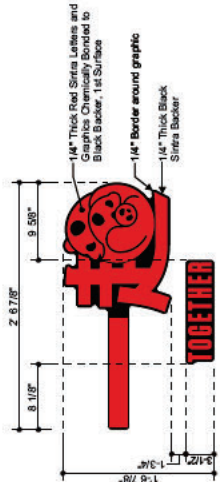
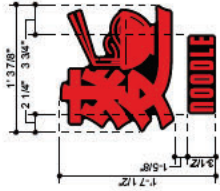
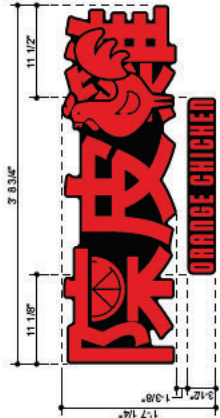
1/4" thick FCO lettersets to be provided and installed by others.



Black
Iron Ore - SW7069

Red - Pantone 200C

Clear Coat TBD

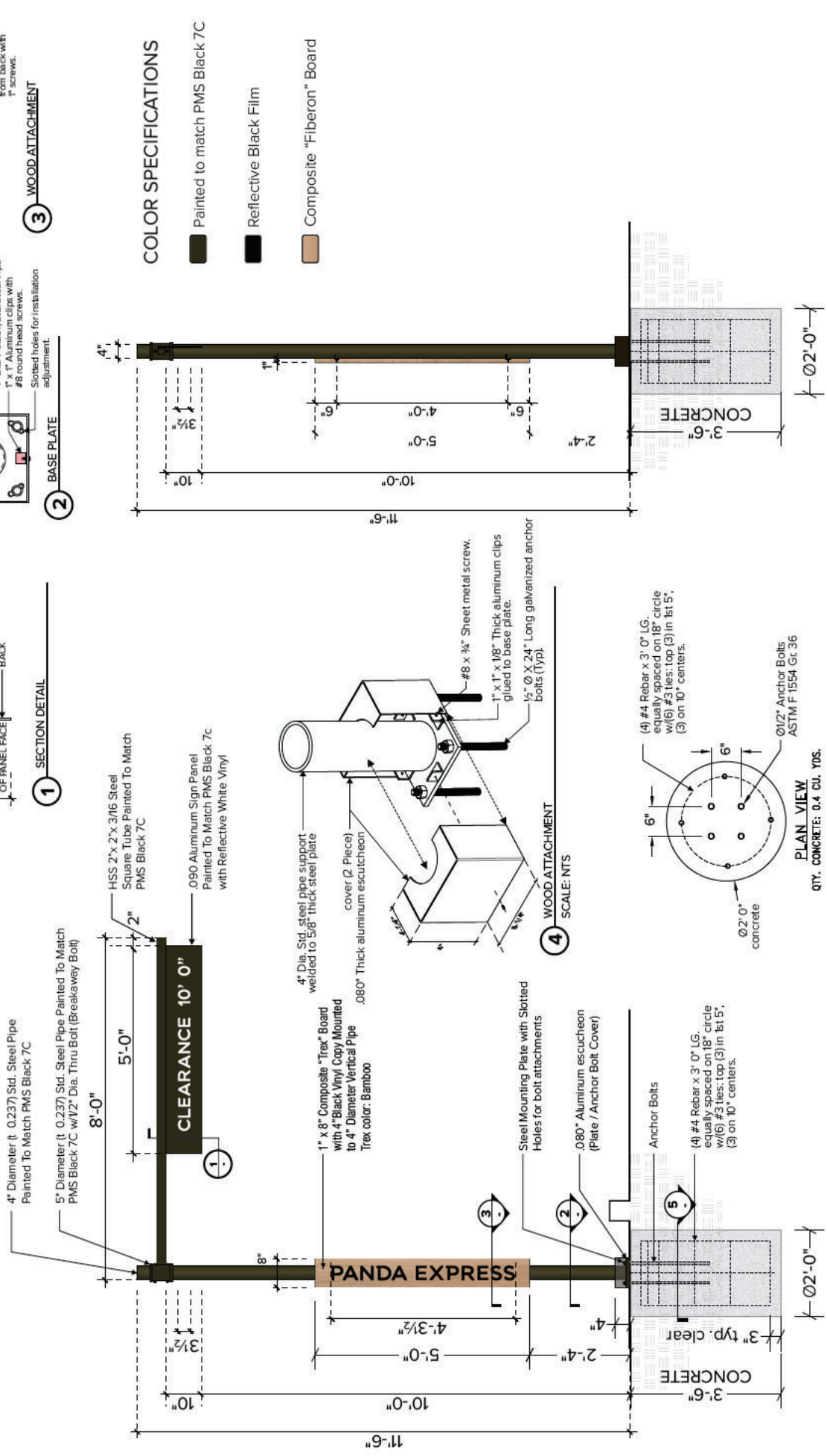


Scale 1/2" = 1'

Total 39.68 sf

DT-L Clearance Bar - (Qty: 1)

Install new DT-L Clearance Bar sign. Refer to site plan for exact location.
NOTE: Wind Load: 115 mph wind speed / Snow Load: 60 PSF ground snow load.



NON-ILLUMINATED CLEARANCE BAR
QUANTITY: ONE (1) SET REQUIRED
SCALE: 1:40

SIDE VIEW NON ILLUMINATED CLEARANCE BAR
SCALE: 1:40

DT-R Clearance Bar - (Qty: 1)

NOTE: Wind Load: 115 mph wind speed / Snow Load: 60 PSF ground snow load.



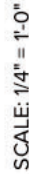
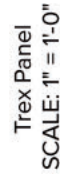
Drawing #	OE #
-----------	------

8D

equally spaced on 24" circle
w/7" #3 rebar ties: top (3) in 1st 5";
(1) on 12" centers, remaining (3) on
14" centers.

■ Opaque Black Vinyl (ORDER HERE TEXT ONLY)

Aluminum painted to match
Matthews Brushed Silver



	X	X	X	X
Revisions:				
Added page to brand book - RF - 7/28/23				
	X			
	X			

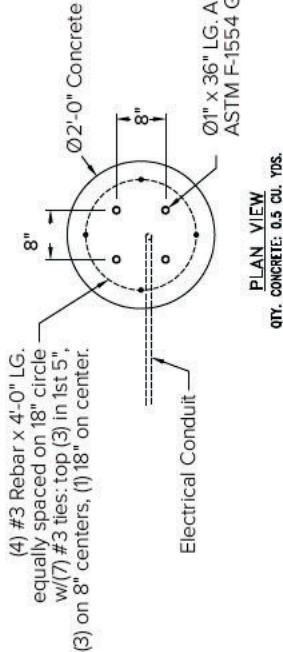
DT Menu Board - (Qty: 2)

Install new DT Menu Board. Refer to site plan for exact location.
NOTE: Wind Load: 115 mph wind speed

COLOR SPECIFICATIONS

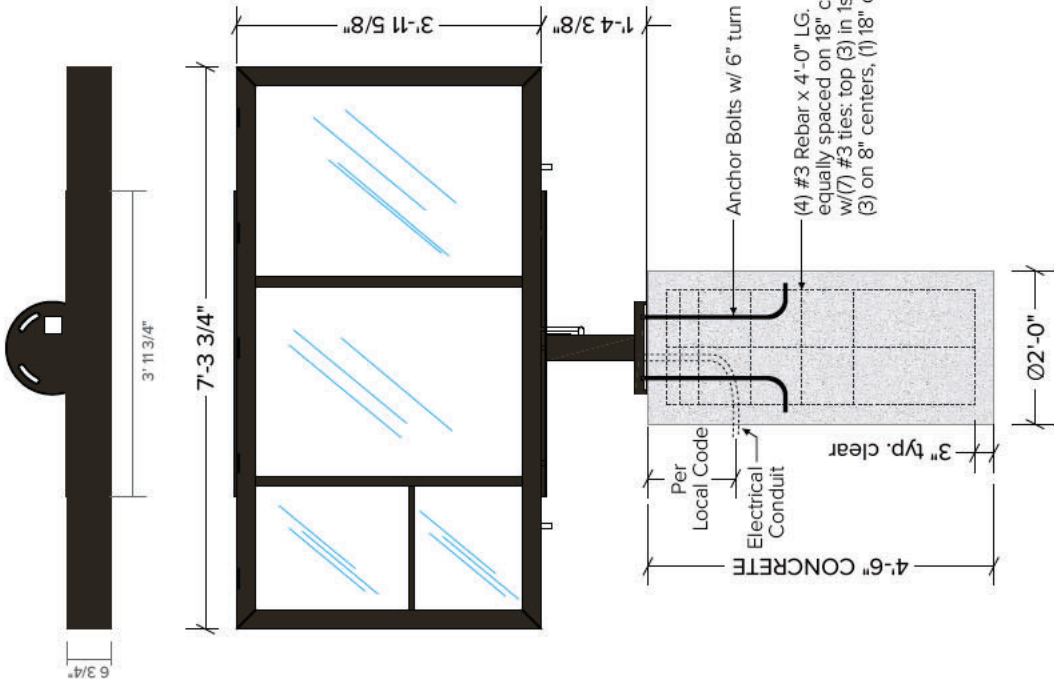
MAIN CABINET

Painted to match PMS Black 7C



FOOTING DETAIL

nts



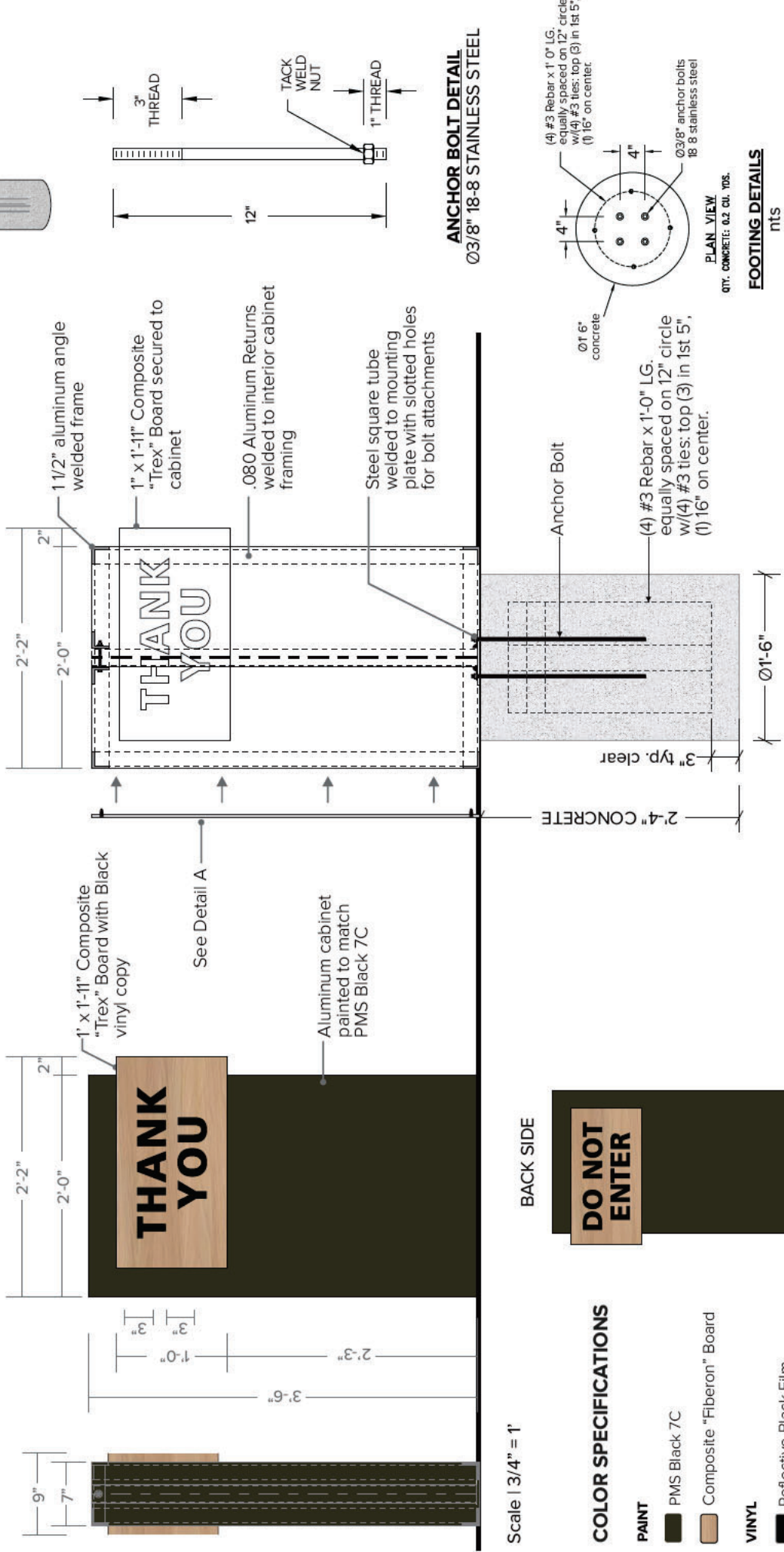
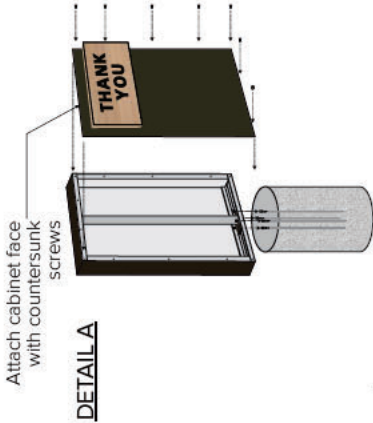
SCALE | 1:30

PRIORITY

SCALE | 1:30

Non-Illuminated Directional - (Qty: 1)

Install new non-illuminated directional. Refer to site plan for exact location.
NOTE: Wind Load: 115 mph wind speed



COLOR SPECIFICATIONS

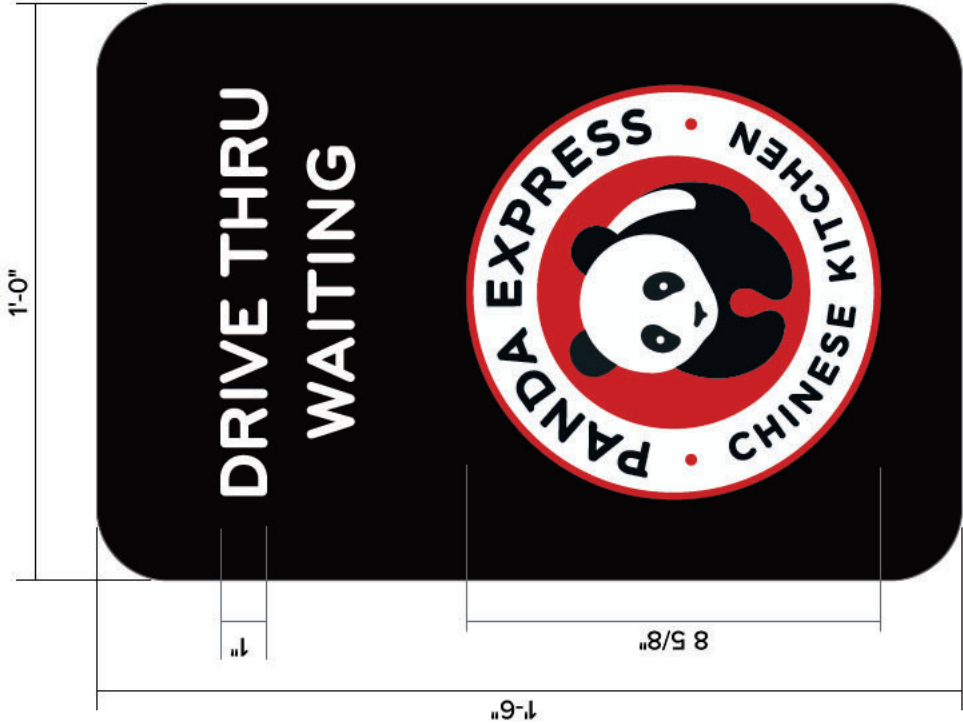
- PAINT**
- PMS Black 7C
 - Composite "Fibron" Board
- VINYL**
- Reflective Black Film

Revisions:

X	
X	Added page to brand book - RF - 7/28/23
X	
X	

Aluminum Parking Panel - (Qty: 2)

Install new aluminum parking panels with new posts.
Refer to site plan for exact location.



PE-Park-DT

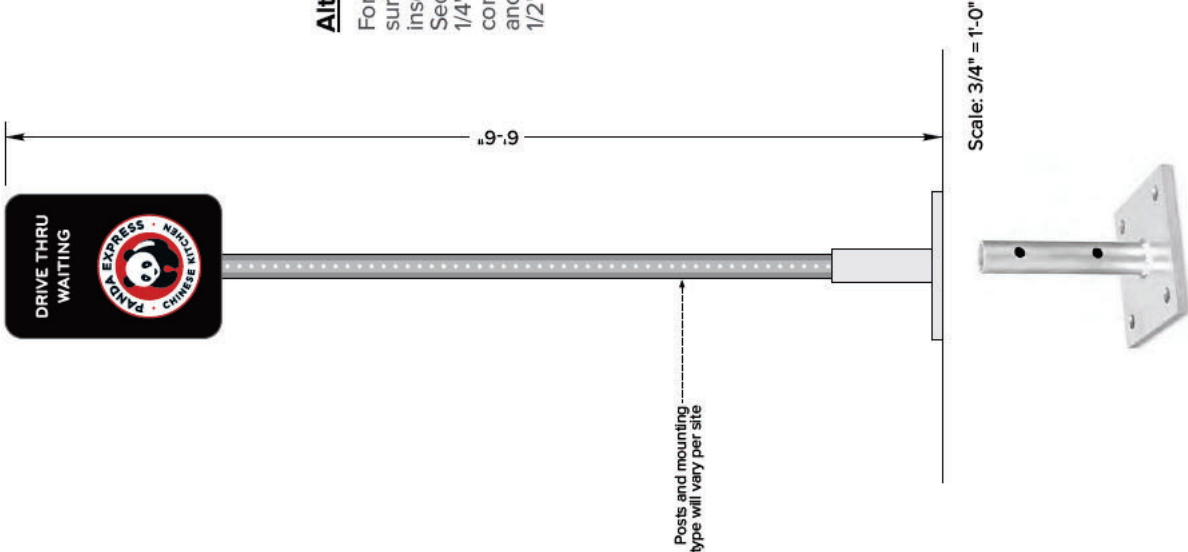
Scale | 1:4

COLOR SPECIFICATIONS

- 3M #680-10 White Scotchlite reflective vinyl
- Background painted to match Akzo-Nobel Black, satin finish
- Digitally printed graphics on 3M #680-10 White Scotchlite reflective vinyl to match Pantone 711C Red and Pantone Black C

Alternate Install w/ Mounting Plate

For mounting to concrete or paved surfaces. Cut post down to 6'-6" and insert into surface mount base. Secure post to base with two 5/16 x 2 1/4" bolts and nuts. Install base in concrete using (4) 1/2" concrete anchors. Install base in asphalt using (4) 1/2" x 14" steel spikes.



Uline U-Channel Post Anchor
Model H-10496

Revisions:	X
Updated specs, qty, mounting - RF - 7/28/23	X
Updated mounting specs RF 7/31/23	X
	X

File Location:	STND X
Drive/Clients/	CSTM
AS	△ CR
	EN

Date:	01/19/2023
Designer:	KB
PM:	SN

City/State:	Monument CO
Address:	16481 Cinematic View

Drawing #	C77747-2
OE #	159883

Aluminum Parking Panel - (Qty: 2)

Install new aluminum parking panels with new posts.
Refer to site plan for exact location..



PE-Park-Online

Scale 1:4

Revisions:		
Updated specs, qty, mounting - RF - 7/28/23	X	
Updated mounting specs RF 7/31/23	X	
X		X

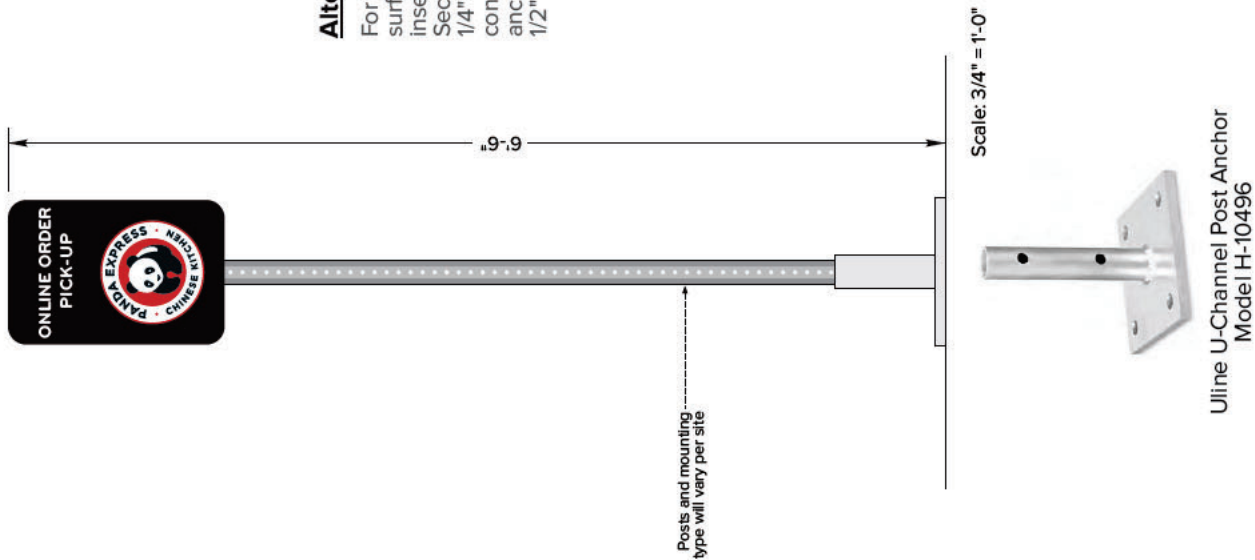


COLOR SPECIFICATIONS

- 3M #680-10 White Scotchlite
reflective vinyl
- Background painted to match
Akzo-Nobel Black, satin finish
- Digitally printed graphics on
3M #680-10 White Scotchlite
reflective vinyl to match Pantone 711C Red
and Pantone Black C

Alternate Install w/ Mounting Plate

For mounting to concrete or paved surfaces. Cut post down to 6'-6" and insert into surface mount base. Secure post to base with two 5/16 x 2 1/4" bolts and nuts. Install base in concrete using (4) 1/2" concrete anchors. Install base in asphalt using (4) 1/2" x 14" steel spikes.



File Location: Drive/Clients/	STND. X CSTM	Date: 01/19/2023	City/State: Monument CO	Drawing #
		Designer: KB	Address: 16481 Cinematic View	OE #
	AS  CR  EN 	PM: SN		

C77747-2

159883

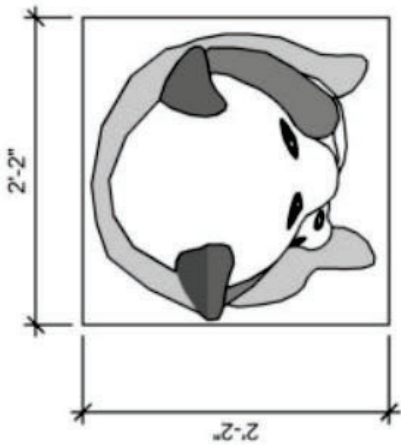
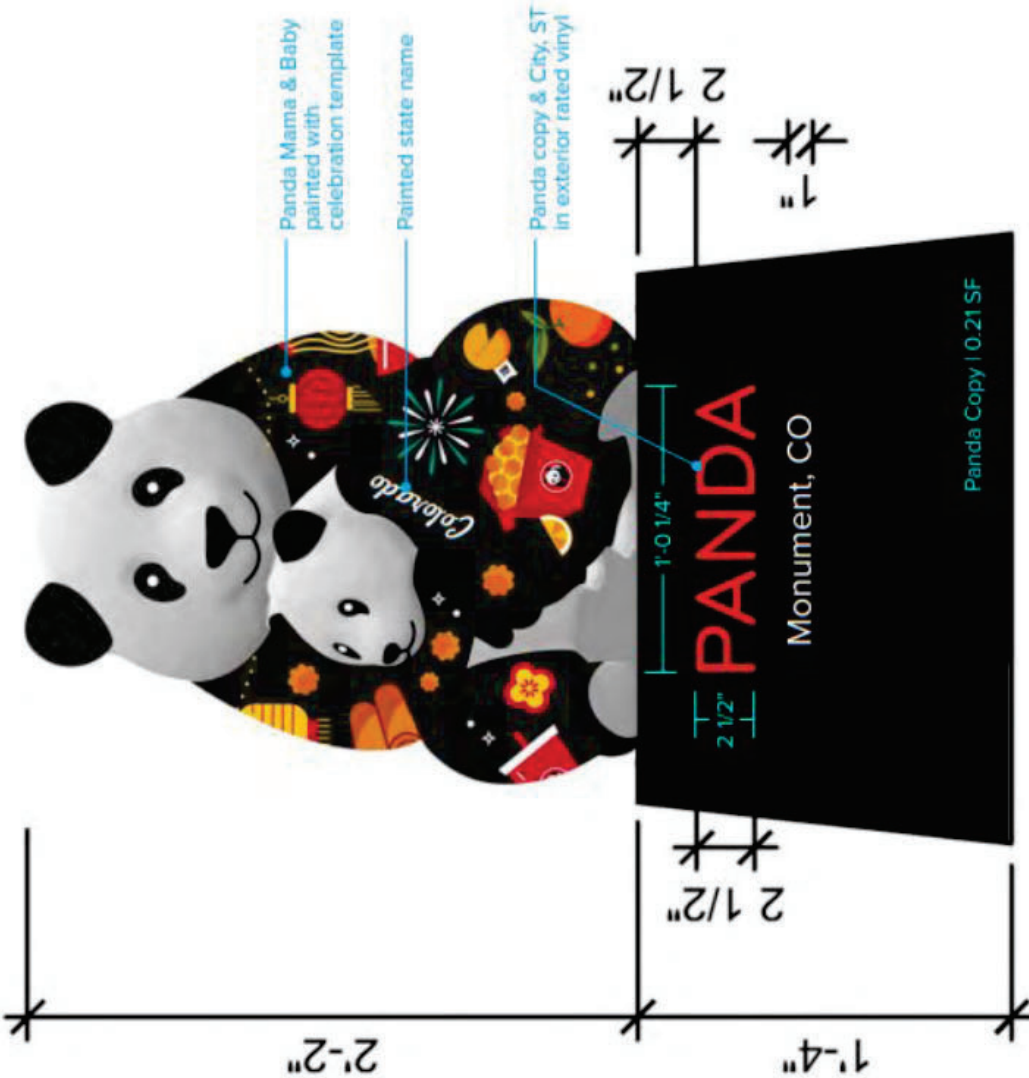
C77747-2

159883

S13

Panda Sculpture - (Qty: 1)

Sculpture installed by others on a poured 3ft x 3ft concrete pad.
NOTE: See site plan for install location.



TOP VIEW
Scale | 1:16

SCALE | 1:8 - Total Weight | 97 lbs - 7.58 SF

Exhibits included by reference only:

Exhibit C. Final Drainage Report, prepared by Wallace Design Collective, dated 10/29/2024, by reference only.

Exhibit D. Updated Traffic Impact Study, last updated 11/13/2024, by reference only.

FINDINGS OF FACT

1. The proposed use meets the intent of Comprehensive Plan designation for the property.
2. The final planned unit development is consistent with the approved preliminary planned unit development.
3. Onsite circulation and access are designed for the anticipated type of pedestrian and vehicular traffic generated by the restaurant and drive through.
4. Building design in terms of orientation, spacing, materials, exterior color and texture, storage and lighting result in a quality architectural design is compatible with the existing and anticipated area commercial developments.
5. The landscaping is a quality design that enhances the site and is compatible with the surrounding neighborhood as shown by amount, types, and materials used.
6. Adequate off-street parking, both standard and ADA accessible, is provided.
7. The Final Planned Unit Development fits within the context of the planned land use pattern and roadway and utility systems of the larger surrounding area.

TOWN OF MONUMENT
ORDINANCE NO. 03-2025

**AN ORDINANCE ADDING SECTION 18.03.395 AND AMENDING
SECTION 18.07.110 OF THE MONUMENT MUNICIPAL CODE
SETTING MINIMUM REQUIREMENTS FOR OWNER OCCUPIED
UNITS WITHIN MULTIFAMILY DWELLINGS TO PROMOTE
AFFORDABLE HOMEOWNERSHIP AND A DIVERSE MIX OF
HOUSING OPTIONS IN MULTIFAMILY PROJECTS**

WHEREAS, the Town of Monument (“Town”) is a home rule municipality duly organized and existing under Article XX of the Colorado Constitution and the Town’s Home Rule Charter approved by the electors on November 8, 2022 (“Charter”); and

WHEREAS, the Governor of the State of Colorado has mandated the promotion of affordable housing, with a specific focus on encouraging home ownership opportunities, especially for first time homebuyers; and

WHEREAS, the Colorado Legislature has enacted legislation regulating development or redevelopment to promote the construction of new affordable housing units; and

WHEREAS, the Town Council recognizes the importance of promoting a diverse mix of housing units for current and future residents, as outlined in the Town of Monument Comprehensive Plan (“Comprehensive Plan”), and seeks to provide a greater choice in the cost of housing and more affordable housing for new homeowners; and

WHEREAS, the housing market in Monument is notably void of affordable first-time homebuyer options, which have been largely overlooked in new development; and

WHEREAS, single family dwelling units constitute the largest percentage of all housing units in the Town, and all existing and proposed multifamily housing projects consist entirely of apartment rental units and no condominium units; and

WHEREAS, the Town has considered the availability of affordable housing and the obstacles to the development of affordable housing within the Town and determines that condominiums are a critical form of non-subsidized affordable housing that is particularly vital for first-time home buyers as a viable pathway to home ownership in today’s market and economy; and

WHEREAS, diversifying multi-family housing to include both apartments and condominiums will promote more affordable housing for the Town’s residents and will not create an excessive burden on property owners, nor will it prevent all economically viable use of properties; and

WHEREAS, the Town recognizes and affirms the importance of creating a stable, long-term residential community which will help increase local economic participation and investment, foster civic engagement and community stability, and strengthen the local economy; and

WHEREAS, the Town Council of the Town of Monument desires to enact this ordinance to require new construction of multifamily dwellings to include condominiums and thereby increase competition in the housing market to promote affordable housing, and first-time home ownership; and

WHEREAS, this Ordinance was introduced by title, considered at public hearing, and voted upon at the regular meeting of the Town Council on January 6, 2025.

THE TOWN COUNCIL OF THE TOWN OF MONUMENT, COLORADO, ORDAINS:

Section 1. Incorporation. The recitals set forth above are incorporated and ordained as if set forth in this section in full.

Section 2. Addition of Section 18.03.395. to the Monument Municipal Code. Section 18.03.095 is hereby added to the Monument Municipal Code as follows:

18.03.395 – Multifamily Residential Uses, Minimum Owner-Occupancy Condominium Units.

- A. Any zoning, rezoning, subdivision, or resubdivision, involving more than six (6) multifamily dwelling units approved on or after February 1, 2025, shall provide not less than fifty-one percent (51%) of the multifamily dwelling units to be owner-occupied condominium units (“minimum owner-occupied condominium unit requirement”). The remainder of the units may be rented or leased apartments.
- B. The minimum owner-occupied condominium unit requirement may be met on a per building basis or based on the entirety of the multifamily units permissible within the area included within the zoning, rezoning, subdivision, or resubdivision. On a preliminary plat or sketch plan basis the minimum owner-occupied condominium unit requirement may be satisfied

through a combination of final plat approvals, so long as requirements and restrictions are placed on all final plats involved to ensure the requirement is met.

- C. Where more than one multifamily building is involved in meeting the minimum owner-occupied condominium unit requirement, building permits may not be issued for more than 30% of the total apartment rental units until building permits have been issued and construction commenced on at least 30% of the total owner-occupied condominium units, and building permits may not be issued for more than 60% of the total apartment rental units until building permits have been issued and construction commenced on at least 60% of the total owner-occupied condominium units.
- D. The restrictions and requirements set forth in this section shall be placed on final plats, although failure to place them on final plats shall not relieve property owners of such restrictions and requirements.
- E. No approval shall be sought or given under this Title to evade the minimum owner-occupied condominium unit requirement for multifamily dwelling units.

Section 3. Amendment of Section 18.07.110. of the Monument Municipal Code.

The definition of the term “*Dwelling, Multifamily*” contained in Section 18.03.095 of the Monument Municipal Code is hereby amended by the addition of the underlined text to read as follows:

Dwelling, Multifamily. Multifamily dwelling means a residential building containing three or more dwelling units, each of which are attached to each other by party walls without openings. The term is intended primarily for such dwelling types as an apartment or condominium.

Section 4. Publication. Pursuant to Section 6.5, 3 of the Town of Monument Home Rule Charter and Subsection 2.04.030, G of the Monument Municipal Code, upon approval this Ordinance shall be published on the Town’s official website in full for not less than ten (10) days.

Section 5. Authentication and Filing. Upon passage, this Ordinance shall be authenticated by the Mayor and Town Clerk and maintained by the Town Clerk in such form as is sufficient to assure reasonable access by the public. Failure to authenticate any ordinance shall not invalidate it or suspend its operation.

Section 6. Effective Date. This Ordinance shall become effective and be in full force and effect ten (10) days after final publication.

Section 7. Headings. The headings to the various sections and paragraphs to this Ordinance have inserted solely for convenience of the reader, are not part of this Ordinance, and shall not be used in any manner to interpret this Ordinance.

Section 8. Severability. If any portion of this Ordinance or the application thereof to any person or circumstances shall be found to be invalid by a court, such invalidity shall not affect the remaining portions or applications of the ordinance which can be given effect without the invalid portion or application, provided such remaining portions or applications are not determined by the court to be inoperable.

INTRODUCED, **PASSED, and ADOPTED/REJECTED**, by the Town Council of the Town of Monument, Colorado, this 6th day of January, 2025 by a vote of _____ for and _____ against.

TOWN OF MONUMENT, COLORADO

By:

Mitch LaKind, Mayor

Attest:

Tina Erickson, Town Clerk

CERTIFICATE OF PUBLICATION

I, the duly qualified and Town Clerk of the Town of Monument, Colorado, do hereby certify the foregoing Ordinance No. __-2025 was approved by the Town Council of the Town of Monument at its *regular* meeting held on the 6th day of January, 2025, and was published on _____, 2025, on the Town's official website for not less than ten (10) days, as shown on the Attached Exhibit A.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town of Monument, Colorado, this _____ day of _____, 2025.

Tina Erickson, Town Clerk

(S E A L)

TOWN OF MONUMENT
RESOLUTION NO. 56-2024

**A RESOLUTION ADOPTING A RESTATED BUDGET FOR THE PURPOSES SET FORTH BELOW
FOR THE TOWN OF MONUMENT, COLORADO,
BEGINNING ON THE FIRST DAY OF JANUARY 2024
AND ENDING ON THE LAST DAY OF DECEMBER 2024**

WHEREAS, The Town Council of the Town of Monument has instructed Town staff to prepare and submit a restated budget to said governing body at the proper time; and

WHEREAS, a proposed budget has been timely submitted to the governing body for its consideration; and

WHEREAS, planning fees came in lower than budgeted, investment earnings exceeded budget, reduced funding from Triview for comprehensive plan; and beginning fund balance for police budget was higher than budgeted. The water enterprise fund expenditures were reduced due to the postponement of a major capital project and the beginning fund balance was amended to reflect the available cash fund balance instead of the fund's net position.

WHEREAS, upon due and proper notice, published in accordance with the law, said proposed restated budget was open for inspection by the public at Monument Town Hall, Monument, CO, a public hearing was conducted on December 2, 2024, and interested citizens were given the opportunity to file or register any objections to said budget; and

WHEREAS, whatever increases may have been made in the expenditures, corresponding increases were added to the revenues or will be expended from reserves/fund balances so that the budget remains in balance as required by law; and

WHEREAS, the following summary of the 2024 Restated Budget by Fund is submitted for Town Council approval.

General Fund

Beginning Fund Balance	\$ 7,842,055
Revenue	\$ 9,922,995
Expenditures	(\$ 11,637,058)
Reserved Fund Balance (TABOR @ 3%)	(\$ 338,684)
Reserved Fund Balance (ARPA Grant)	(\$ 2,035,179)
Ending Fund Balance (32.26%)*	<u>\$ 3,754,128</u>

**GFOA suggests this be a minimum of 15%*

Capital Projects Fund

Beginning Fund Balance	\$ 2,730,608
Revenue	\$ 1,337,503
Expenditures	(\$ 1,878,001)
Ending Fund Balance	<u>\$ 2,190,110</u>

2F Police Fund

Beginning Fund Balance	\$ 1,063,029
Revenue	\$ 4,756,768
Expenditures	(\$ 5,026,862)
Ending Fund Balance	<u>\$ 792,934</u>

2A Water ASD Fund

Beginning Fund Balance	\$ 8,141,059
Revenue	\$ 2,311,649
Expenditures	<u>(\$ 3,003,887)</u>
Ending Fund Balance	<u>\$ 7,448,821</u>

Community Development Fund

Beginning Fund Balance	\$ 121,686
Revenue	\$ 98,400
Expenditures	<u>(\$ 111,972)</u>
Ending Fund Balance	<u>\$ 108,114</u>

Traffic Impact Fee Fund

Beginning Fund Balance	\$ 356,703
Revenue	\$ 78,263
Expenditures	<u>(\$ 100,000)</u>
Ending Fund Balance	<u>\$ 334,966</u>

Storm Drainage Impact Fee Fund

Beginning Fund Balance	\$ 266,257
Revenue	\$ 60,250
Expenditures	<u>(\$ 100,00)</u>
Ending Fund Balance	<u>\$ 226,507</u>

Water Enterprise Fund

Beginning Fund Balance	\$ 13,165,750
Revenue	\$ 4,854,646
Expenditures	<u>(\$ 8,122,627)</u>
Reserved Fund Balance (Water Storage)	<u>(\$ 756,442)</u>
Ending Fund Balance	<u>\$ 9,141,327</u>

Park Fee Fund

Beginning Fund Balance	\$ 235,194
Revenue	\$ 25,100
Expenditures	<u>(\$ 83,500)</u>
Ending Fund Balance	<u>\$ 176,794</u>

Conservation Trust Fund

Beginning Fund Balance	\$ 119,841
Revenue	\$ 96,780
Expenditures	<u>(\$ 81,500)</u>
Ending Fund Balance	<u>\$ 135,121</u>

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

Section 1. Budget Approval. That the restated budget as submitted, amended,
and herein summarized by fund, is approved and adopted as the budget of the
Town of Monument for the year stated above.

Section 2. Signature Authority. That the budget hereby approved and
adopted shall be signed by the Mayor and the Town Clerk and made part of
the public records of the Town.

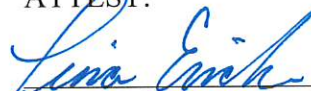
PASSED AND RESOLVED by the Town Council of the Town of Monument, Colorado,
this 2nd day of December 2024, by a vote of 7 for and 0 against.

TOWN OF MONUMENT



Mitch LaKind, Mayor

ATTEST:



Tina Erickson, Town Clerk



TOWN OF MONUMENT
RESOLUTION NO. 57-2024

A RESOLUTION APPROPRIATING SUMS OF MONEY TO THE VARIOUS FUNDS
IN THE AMOUNTS SET FORTH BELOW FOR THE TOWN OF MONUMENT, COLORADO,
BEGINNING ON THE **FIRST DAY OF JANUARY 2024** AND
ENDING ON THE **LAST DAY OF DECEMBER 2024**

WHEREAS, the Town Council of the Town of Monument must appropriate sums of money to fund the approved restated budget for the purposes set forth within said budget; and

WHEREAS, the Council hereby finds it in the best interests of the citizens of the Town of Monument to re-appropriate sums of money to the general fund, capital projects fund, 2F police fund, 2A water fund and water enterprise fund.

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

Section 1. Restated Appropriation for the Operating Budgets.

The appropriations for the various funds in the Fiscal Year 2024 Restated Budget are hereby approved as follows:

General Fund	\$ 11,637,058
Capital Projects Fund	\$ 1,878,001
2F Police Fund	\$ 5,026,862
2A Water ASD Fund	\$ 3,003,887
Community Development Fund	\$ 111,972
Traffic Impact Fee Fund	\$ 100,000
Storm Drainage Impact Fee Fund	\$ 100,000
Water Enterprise Fund	\$ 8,122,627

Parks Fee Fund

\$ 83,500

Conservation Trust Fund

\$ 81,500

PASSED AND RESOLVED by the Town Council of the Town of Monument, Colorado, this 2nd day of December 2024, by a vote of 7 for and 0 against.

TOWN OF MONUMENT


Mitch LaKind, Mayor

ATTEST:


Tina Erickson, Town Clerk



TOWN OF MONUMENT
RESOLUTION NO. 58-2024

**A RESOLUTION ADOPTING A BUDGET FOR THE PURPOSES SET FORTH BELOW
FOR THE TOWN OF MONUMENT, COLORADO,
BEGINNING ON THE FIRST DAY OF JANUARY 2025
AND ENDING ON THE LAST DAY OF DECEMBER 2025**

WHEREAS, The Town Council of the Town of Monument has instructed Interim Town Manager Madeline VanDenHoek, to prepare and submit a proposed budget to said governing body at the proper time; and

WHEREAS, a final proposed budget has been timely submitted to the governing body for its consideration; and

WHEREAS, upon due and proper notice, published in accordance with the law, said final proposed budget was open for inspection by the public at Monument Town Hall, Monument, Colorado, public meetings were conducted on July 15, 2024, August 5, 2024, September 3, 2024, September 16, 2024 and November 4, 2024, and interested taxpayers were given the opportunity to file or register any objections to said budget; and

WHEREAS, whatever increases have been made in the expenditures are offset by revenues and fund balance therefore, presenting a balanced budget as required by law; and

WHEREAS, the council will approve in accordance with the 2025 budget the Capital Project Program for 2025 – 2029, with the expectation that staff will development and present a Long-Range Financial Plan in Spring 2025; and

WHEREAS, the following summary of the 2025 Budget by Fund is submitted for Town Council approval.

General Fund

Beginning Fund Balance	\$ 6,369,307
Revenue	\$ 11,613,483
Expenditures	(\$ 15,480,303)
Reserved Fund Balance (TABOR @ 3%)	(\$ 452,692)
Ending Fund Balance (13.37%)*	<u>\$ 2,069,795</u>

**GFOA suggests this be a minimum of 15%*

Capital Projects Fund

Beginning Fund Balance	\$ 2,190,110
Revenue	\$ 1,868,472
Expenditures	<u>(\$ 4,040,000)</u>

Ending Fund Balance	\$ 18,582
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2F Police Fund

Beginning Fund Balance	\$ 300,000
Revenue	\$ 2,002,314
Expenditures	(\$ 2,266,568)
Ending Fund Balance	\$ 35,746

2A Water ASD Fund

Beginning Fund Balance	\$ 7,448,821
Revenue	\$ 2,595,486
Expenditures	(\$ 8,603,287)
Ending Fund Balance	\$ 1,441,020

Community Development Fund

Beginning Fund Balance	\$ 108,114
Revenue	\$ 94,320
Expenditures	(\$ 179,747)
Ending Fund Balance	\$ 22,687

Traffic Impact Fee Fund

Beginning Fund Balance	\$ 334,966
Revenue	\$ 78,263
Expenditures	(\$ 100,000)
Ending Fund Balance	\$ 313,229

Storm Drainage Impact Fee Fund

Beginning Fund Balance	\$ 226,507
Revenue	\$ 2,095,429
Expenditures	(\$ 2,142,765)
Ending Fund Balance	\$ 179,171

Water Enterprise Fund

Beginning Fund Balance	\$ 9,897,770
Revenue	\$ 4,822,246
Expenditures	(\$ 7,430,818)
Reserved Fund Balance (Water Storage)	(\$ 756,442)
Ending Fund Balance	\$ 6,532,756

Park Fee Fund

Beginning Fund Balance	\$ 176,794
Revenue	\$ 90,100
Expenditures	(\$ 263,000)
Ending Fund Balance	\$ 3,894

Conservation Trust Fund

Beginning Fund Balance	\$ 135,121
Revenue	\$ 96,780
Expenditures	<u>(\$ 81,500)</u>
Ending Fund Balance	<u>\$ 150,401</u>

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

Section 1. Budget Approval. That the budget as submitted and herein summarized by fund, hereby is approved, and adopted as the budget of the Town of Monument for the year stated above.

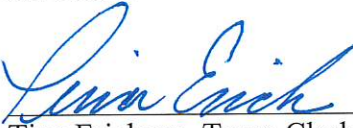
Section 2. Signature Authority. That the budget hereby approved and adopted shall be signed by the Mayor and the Town Clerk and made part of the public records of the Town.

PASSED AND RESOLVED by the Town Council of the Town of Monument, Colorado, this 2nd day of December 2024, by a vote of 7 for and 0 against.

TOWN OF MONUMENT


 Mitch LaKind, Mayor

ATTEST:


 Tina Erickson, Town Clerk



TOWN OF MONUMENT
RESOLUTION NO. 59-2024

A RESOLUTION APPROPRIATING SUMS OF MONEY TO THE VARIOUS FUNDS IN THE
AMOUNTS SET FORTH BELOW FOR THE TOWN OF MONUMENT, COLORADO,
BEGINNING ON THE **FIRST DAY OF JANUARY 2025** AND
ENDING ON THE **LAST DAY OF DECEMBER 2025**

WHEREAS, the Town Council of the Town of Monument must appropriate sums of money to fund the approved budget for the purposes set forth within said budget; and

WHEREAS, the Council hereby finds it in the best interests of the citizens of the Town of Monument to appropriate sums of money to the various funds;

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

Section 1. Appropriation for the Operating Budgets. The appropriation for the various funds in the Fiscal Year 2025 Budget are hereby approved as follows:

General Fund	\$ 15,480,303
Capital Projects Fund	\$ 4,040,000
2F Police Fund	\$ 2,266,568
2A Water ASD Fund	\$ 8,603,287
Community Development Fund	\$ 179,747
Traffic Impact Fee Fund	\$ 100,000
Storm Drainage Impact Fee Fund	\$ 2,142,765
Water Enterprise Fund	\$ 7,430,818

Park Fee Fund

\$ 263,000

Conservation Trust Fund

\$ 81,500

PASSED AND RESOLVED by the Town Council of the Town of Monument, Colorado, this 2nd day of December 2024, by a vote of 7 for and 0 against.

TOWN OF MONUMENT



Mitch LaKind, Mayor

ATTEST:



Tina Erickson, Town Clerk



TOWN OF MONUMENT
RESOLUTION NO. 60-2024

A RESOLUTION TO AUTHORIZE THE CERTIFICATION OF THE PROPERTY TAX MILL LEVY TO THE EL PASO COUNTY ASSESSOR FOR THE FISCAL YEAR 2025 BEGINNING ON THE FIRST DAY OF JANUARY 2025, AND ENDING ON THE LAST DAY OF DECEMBER 2025.

WHEREAS, the Town Council of the Town of Monument has appropriated the necessary monies to fund the final proposed budget by Ordinance; and

WHEREAS, the Division of Local Government and the Director of Finance of the Town of Monument have determined the Tax Year 2024 (Fiscal Year 2025) "Statutory Property Tax Revenue Limitation" attached is correct; and

WHEREAS, it is necessary for the Town Council to approve the property tax mill levy and to certify the same to the El Paso County Assessor.

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

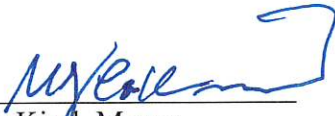
Section 1. Mill levy approved. The Property Tax Mill Levy for fiscal year 2025 shall be 5.000 mills, which will result in property tax revenues to the Town of Monument in the amount of \$1,583,242 during said fiscal year. In the event that the county assessor's final Certification of Valuation changes the fiscal 2025 year revenue limit, or the resulting property tax revenues, the Town Council does hereby certify the highest millage allowable per charter limitations.

Section 2. Levy certified to County Assessor.

The mill levy of 5.000 mills is hereby certified to the El Paso County Assessor. In the event that the county assessor's final Certification of Valuation changes the fiscal year 2025 revenue limit, or the resulting property tax revenues, the Town Council does hereby certify the highest millage allowable per statutory limitations and home rule charter.

PASSED AND RESOLVED this 2nd day of December 2024, by the Town Council of the Town of Monument by a vote of 7 for and 0 against.

TOWN OF MONUMENT


Mitch LaKind, Mayor

ATTEST:


Tina Erickson, Town Clerk



The background image shows a scenic view of a valley with mountains in the distance. In the foreground, there is a stone monument sign that reads "HISTORIC MONUMENT". To the left of the sign are three flagpoles. The first pole has the American flag, the second has the Colorado state flag, and the third has a white flag with "HISTORIC MONUMENT" and "COLORADO" written on it. The monument sign is surrounded by colorful flowers.

Sales Tax Self-Collection Implementation Update January 6, 2025

HISTORIC MONUMENT

Overview

- Fall 2024 Steps Completed
- January 2025 Next Steps
- February 2025 Go-Live Phase
- Future Phases
- Questions



**Steps
Completed
(Oct-Dec 2024)**

ORDINANCE PASSED FOR SALES TAXES

SELF COLLECTION NOTICE SENT TO STATE
FOR JAN 1 CHANGE FROM STATUTORY

COLORADO SUTS AGREEMENT SIGNED

GOVOS PROGRAMMING FOR SOFTWARE
SYSTEM & TESTING

WEBSITE AND PUBLIC INFORMATION
DRAFTING

Next Steps (January 2025)

- GOVOS TO SEND ACTIVATION LETTERS MID JANUARY VIA EMAIL
- PHYSICAL LETTERS TO PREVIOUS FILERS
- TAX WEBSITE PUBLISHED
- FAQ AVAILABLE FOR TOWN STAFF AND PUBLIC
- FORMS & RESOURCES ONLINE FOR VARIOUS TAX NEEDS
- NEWSLETTER TO TOWN BUSINESSES

Go-Live Phase (February 2025)

- Deploy operation of the system
 - On-boarding new businesses
 - Collections
 - Return processing
 - Monthly Reporting/Compliance
 - Delinquency
 - Handling assessments/appeals
 - Customer service
 - Incorporated Returns from SUTS filings
 - Amended return processing
 - Refunds/Credits processing
 - Tax Registration processing

January sales return due February 20, 2025

Future Phases (2025)

- Ensure compliance and revenue collections
- Initiate and explore
 - Audits
 - Voluntary Disclosure Agreements (VDAs)
 - Construction Use Tax Compliance
 - STR compliance – sales taxes

Questions



MEMORANDUM

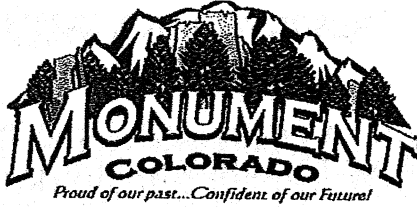
TO: The Honorable Mayor and Town Council
FROM: Thomas A. Tharnish, Director of Public Works
DATE: January 6, 2025
RE: Discussion of Ordinance 19-2014 and Resolutions 17-2014, Resolution 18-2014

The Honorable Mayor and Town Council, the purpose of this memo is to discuss the purpose and history of Resolution 17-2014, Resolution 18, 2014, and Ordinance 19-2014. The documents, including the IGA, came about as a result of a request from the Triview Board of Directors, in early 2014, asking for an Intergovernmental Agreement to use Monument Lake as a storage location. The purpose of this was to address any, “injurious post-pumping depletions” which may occur pursuant to a Plan for Augmentation to be adjudicated utilizing the Denver Basin groundwater supplies acquired from Jackson Creek through the use of the Town’s senior Beaver Creek Water Rights and through storage in Monument Lake. The Town itself is not responsible for meeting any such post-pumping replacement obligations, except as provided in this 2014 IGA and Water Agreement.

I can provide a little bit of history on this topic. Back in early 2014, Triview Metro District was trying to acquire some space in the Bristlecone Reservoir in the Forest Lakes Metro District just South of Monument. My recollection of that acquisition was that Forest Lakes Metro was new to the development community and therefore did not allow Triview Metro District to acquire storage space in their reservoir. It was at that time that Triview came to the Town to ask about storage availability in Monument Lake. The Town and Triview Metro District, after many discussions with water attorneys and other consultants, agreed to draw up an IGA Agreement to clarify what the rights and responsibilities of each entity would be in the provision, delivery, storage, and use of a water supply sufficient to support a plan for augmentation.

Resolutions 17-2014, Resolution 18-2014 and the IGA Agreement were approved by the Board of Trustees on April 7, 2014, The Triview Metro District appropriated \$675,000 to be given to the Town for the purposes of securing storage and diverting Beaver Creek water rights if needed to store in Monument Lake to provide water for the augmentation plan. Ordinance 19-2014 was then sent to the Board of Trustees for approval creating the establishment of an Ancillary Fund to be known as the “Monument Lake Water Storage Fund” into which the \$675,000 was deposited. The uses of that fund are detailed in the IGA Agreement.

Thomas A. Tharnish
Director of Public Works
(719) 499-1126



BOARD OF TRUSTEES
BACKGROUND PAPER

RESOLUTION 17-2014

Title: **A RESOLUTION APPROVING AN
INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN
TRIVIEW METROPOLITAN DISTRICT AND THE TOWN
OF MONUMENT FOR WATER USE AND STORAGE**

Date: April 7, 2014

Department: Administration

Contact: Pamela Smith, Town Manager

Background: The above parties have negotiated and agreed to certain stipulations regarding the best course of action to alleviate the post-pumping depletion replacement obligation of Triview Metropolitan District and the ability to maintain development in the Jackson Creek area of the Town of Monument.

Financial Impact: \$675,000 as consideration for the Monument Lake storage of a maximum of 75 af to cover post-pumping depletions.

**Motion
Recommendation:** I recommend approval of Resolution No. 17-2014, A resolution approving the Water Use and Storage IGA between the Town of Monument and Triview Metropolitan District as attached as Exhibit A hereto.

RESOLUTION NO. 17-2014

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN TRIVIEW METROPOLITAN DISTRICT AND THE TOWN OF MONUMENT FOR WATER USE AND STORAGE

WHEREAS, the above parties are authorized to enter into intergovernmental agreements pursuant to Colo. Const., Art. XIV, §18(2), C.R.S. §29-1-203, and C.R.S. §32-1-1001(d); and

WHEREAS, C.R.S. §29-20-105 specifically authorizes and encourages local governments to contract with other units of government for the purposes of planning or regulating the development of land including, but not limited to, the joint exercise of planning, zoning, subdivision, building and related regulations; and

WHEREAS, Triview was duly formed for the purpose of providing the inhabitants of the district, among other services, water treatment, distribution and wastewater collection, and while Triview provides water and sewer services to developments within Triview's district boundaries, such developments and land use entitlements associated therewith are reviewed and approved by the Town; and

WHEREAS, Triview and the Town have, coincidentally with this "2014 IGA" entered into a "Water Agreement" along with the Jackson Creek Land Company, LLC, a Colorado limited liability company, and its affiliates (collectively "Jackson Creek"), concerning Triview's purchase of Denver Basin groundwater supplies from Jackson Creek, the Town's provision of additional water supply and storage thereof, adjudication of a plan for augmentation utilizing the same for Jackson Creek's benefit, and approval of certain development entitlements to Jackson Creek resulting therefrom; and

WHEREAS, while the Town through this 2014 IGA and the Water Agreement is facilitating Triview's ability to address any injurious post-pumping depletions which may occur pursuant a Plan for Augmentation to be adjudicated utilizing the Denver Basin groundwater supplies acquired from Jackson Creek through the use of the Town's senior Beaver Creek Water Rights and through storage in Monument Lake, the Town is itself not responsible for meeting any such post-pumping replacement obligations, except as provided in this 2014 IGA and the Water Agreement.

WHEREAS, the Water Agreement contemplates that Triview and the Town will enter into this 2014 IGA for purposes of clarifying the rights and responsibilities of each in the provision, delivery, storage, and use of a water supply sufficient to support a plan for augmentation allowing for Triview to provide water service to include the Jackson Creek developments, the scope and detail of which are more specifically described and contained in the Water Agreement; and

WHEREAS, the Town is the owner of certain surface water rights located on Beaver Creek, tributary to Monument Creek, tributary to Fountain Creek, tributary to the Arkansas River. Said "Beaver Creek Water Rights" were adjudicated for changed uses including augmentation in Case No. 83CW10, Water Division 2, with such water rights quantified for an average historical consumptive use of 75 annual acre feet; and

WHEREAS, the Town is also the owner of a water storage facility known as "Monument Lake"; and

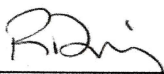
WHEREAS, the Town and Triview, consistent with the Water Agreement, wish to divert the Town's Beaver Creek Water Rights, or appropriate substitute supply, to storage in Monument Lake, for later release for replacement of any injurious post-pumping depletions which may result from Triview's use of water purchased from Jackson Creek, pursuant to any applicable plan for augmentation to be adjudicated by Triview for such purposes.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF MONUMENT, COLORADO THAT:

That the Intergovernmental Agreement by and between Triview Metropolitan District and the Town of Monument dated April 7, 2014 for Water Use and Storage is hereby approved as presented in Exhibit A.

PASSED AND RESOLVED by the Board of Trustees of the Town of Monument, El Paso County, Colorado, this 7th day of April, 2014 by a vote of 7 for and 0 against.

TOWN OF MONUMENT



Rafael Dominguez, Mayor

ATTEST:



Cynthia Sirochman, Town Clerk

TOWN OF MONUMENT

RESOLUTION NO. 18-2014

A RESOLUTION APPROVING A WATER AGREEMENT BY AND BETWEEN TRIVIEW METROPOLITAN DISTRICT; JACKSON CREEK LAND COMPANY, LLC; CENTRE DEVELOPMENT COMPANY, LLC; VISION DEVELOPMENT, INC. AND THE TOWN OF MONUMENT REGARDING THE TOWN'S SENIOR BEAVER CREEK WATER RIGHTS AND THE STORAGE OF SAME IN MONUMENT LAKE FOR THE POST-PUMPING DEPLETION REPLACEMENT OBLIGATION.

WHEREAS, the above entities have negotiated and come to an agreement on the use of the Town of Monument's senior Beaver Creek Water Rights and

WHEREAS, the above parties have negotiated and agreed to the storage of said water rights in Monument Lake; and

WHEREAS, said Water Agreement is attached to this Resolution as Exhibit 1 to be incorporated as part and parcel of this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF MONUMENT, COLORADO THAT the approval of the Water Agreement between by and between Triview Metropolitan District; Jackson Creek Land Company, LLC; Centre Development Company, LLC; Vision Development, Inc. and the Town of Monument as attached hereto as Exhibit A is hereby approved for execution.

PASSED AND RESOLVED by the Board of Trustees of the Town of Monument, El Paso County, Colorado, this 7th day of April, 2014 by a vote of 7 for and 0 against.

TOWN OF MONUMENT



Rafael Dominguez, Mayor

ATTEST:



Cynthia Sirochman, Town Clerk

Exhibit A

INTERGOVERNMENTAL AGREEMENT WATER USE AND STORAGE

THIS AGREEMENT is entered into this 7th day of April, 2014, by and between the TOWN OF MONUMENT, a Colorado municipal corporation located in El Paso County and organized and existing under and by virtue of the Constitution and laws of the State of Colorado (the "Town"), and the TRIVIEW METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado, duly organized and acting pursuant to the provisions of Article 1 of Title 32, Colorado Revised Statutes ("Triview").

WITNESS:

WHEREAS, the above parties are authorized to enter into intergovernmental agreements pursuant to Colo. Const., Art. XIV, §18(2), C.R.S. §29-1-203, and C.R.S. §32-1-1001(d); and

WHEREAS, C.R.S. §29-20-105 specifically authorizes and encourages local governments to contract with other units of government for the purposes of planning or regulating the development of land including, but not limited to, the joint exercise of planning, zoning, subdivision, building and related regulations; and

WHEREAS, Triview was duly formed for the purpose of providing the inhabitants of the district, among other services, water treatment, distribution and wastewater collection, and while Triview provides water and sewer services to developments within Triview's district boundaries, such developments and land use entitlements associated therewith are reviewed and approved by the Town; and

WHEREAS, Triview and the Town have, coincidentally with this "2014 IGA" entered into a "Water Agreement" along with the Jackson Creek Land Company, LLC, a Colorado limited liability company, and its affiliates (collectively "Jackson Creek"), concerning Triview's purchase of Denver Basin groundwater supplies from Jackson Creek, the Town's provision of additional water supply and storage thereof, adjudication of a plan for augmentation utilizing the same for Jackson Creek's benefit, and approval of certain development entitlements to Jackson Creek resulting therefrom; and

WHEREAS, while the Town through this 2014 IGA and the Water Agreement is facilitating Triview's ability to address any injurious post-pumping depletions which may occur pursuant a Plan for Augmentation to be adjudicated utilizing the Denver Basin groundwater supplies acquired from Jackson Creek through the use of the Town's senior Beaver Creek Water Rights and through storage in Monument Lake, the Town is itself not responsible for meeting any such post-pumping replacement obligations, except as provided in this 2014 IGA and the Water Agreement.

Initials ____, ____, ____

WHEREAS, the Water Agreement contemplates that Triview and the Town will enter into this 2014 IGA for purposes of clarifying the rights and responsibilities of each in the provision, delivery, storage, and use of a water supply sufficient to support a plan for augmentation allowing for Triview to provide water service to include the Jackson Creek developments, the scope and detail of which are more specifically described and contained in the Water Agreement; and

WHEREAS, the Town is the owner of certain surface water rights located on Beaver Creek, tributary to Monument Creek, tributary to Fountain Creek, tributary to the Arkansas River. Said "Beaver Creek Water Rights" were adjudicated for changed uses including augmentation in Case No. 83CW10, Water Division 2, with such water rights quantified for an average historical consumptive use of 75 annual acre feet; and

WHEREAS, the Town is also the owner of a water storage facility known as "Monument Lake"; and

WHEREAS, the Town and Triview, consistent with the Water Agreement, wish to divert the Town's Beaver Creek Water Rights, or appropriate substitute supply, to storage in Monument Lake, for later release for replacement of any injurious post-pumping depletions which may result from Triview's use of water purchased from Jackson Creek, pursuant to any applicable plan for augmentation to be adjudicated by Triview for such purposes.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:

1. Beaver Creek Water Rights.

A. Monument agrees to dedicate a maximum of 75 annual acre feet of fully consumable water attributable to the Beaver Creek Water Rights, at the original point of diversion, for Triview's use as a source of supply for augmentation and replacement of any injurious post-pumping depletions associated with applicable augmentation plans to be adjudicated by Triview to include pumping of water purchased from Jackson Creek pursuant to the Water Agreement (the "Augmentation Plan").

B. As-Needed. Triview's use of the Beaver Creek Water Rights shall be solely on an "as-needed" basis as a source of supply for replacement of any injurious post-pumping depletions. Such need is not anticipated to occur until such time as the State Engineer determines, on an aquifer by aquifer basis, that the post-pumping period has begun within the District, which is not likely to occur in the foreseeable future. Without limiting the Town's ability to comment pursuant to Paragraph 6 hereof, any

Initials ____, ____, ____

augmentation plans obtained by Triview utilizing the Beaver Creek Water Rights as such a post-pumping replacement source shall at a minimum:

- (i) reference aquifer lives of 100-years, though the parties acknowledge that post-pumping replacement could be required at an earlier date, based on actual aquifer conditions and actual water usage.
- (ii) contain provisions allowing the amount of water necessary to replace post-pumping depletions to be revised consistent with further development of applicable ground water models by the State Engineer or others, using language substantially to the effect that, "The Court retains continuing jurisdiction to reconsider the amount of required replacement water based on new and more accurate and reliable modeling upon a petition filed by the Applicant. The Applicant shall serve the petition, the proposed modeling, all modeling inputs, assumptions and data, and the proposed amount of required replacement water upon all opposers. Opposers shall have 60 days to file any objections to the petition. The Court shall allow discovery as appropriate and shall hold de novo proceedings to resolve any objections. The Applicant shall bear the burden of proof to show that the new modeling is more accurate and reliable than the modeling relied upon for this decree."

Should Triview not require the use of all or a portion of the Beaver Creek Water Rights, or such substitute supply available to the Town as may be utilized pursuant to Paragraph 2.D. of this IGA, for provision of water services/replacement of injurious post-pumping depletions, the Town may utilize such water rights for its own purposes.

2. Monument Lake Storage.

A. Monument agrees to dedicate and make available a maximum of 75 acre feet of storage in Monument Lake for the storage of the Beaver Creek Water Rights (or substitute water supply) and subsequent release therefrom, to allow for Triview's use of the same as a source of supply for augmentation and replacement of any injurious post-pumping depletions associated with applicable augmentation plans, and specifically to allow for replacement of any such depletions in proper time, place, and amount (the "Monument Lake Storage").

B. As-Needed. Triview's use of the Monument Lake Storage shall be solely on an "as-needed" basis as a source of stored water supply for replacement of any injurious post-pumping depletions. Such need is not anticipated to occur until such

Initials _____, _____, _____

time as the State Engineer determines, on an aquifer by aquifer basis, that the post-pumping period has begun within the District, which is not likely to occur in the foreseeable future. Any augmentation plans obtained by Triview utilizing the Monument Lake Storage for replacement of post-pumping depletions shall include reference to aquifer lives of 100-years, though the parties acknowledge that post-pumping replacement could be required at an earlier date, based on actual aquifer conditions and actual water usage. Should Triview not require the use of all or a portion of the Monument Lake Storage for provision of water services/replacement of injurious post-pumping depletions, the Town may utilize such storage for its own purposes.

C. Storage Funds. The Town shall be paid by Triview the sum of \$675,000 as consideration for the Monument Lake Storage (the "Storage Funds"), based on the successful adjudication of an augmentation plan to cover post-pumping depletions. The Parties acknowledge that the Storage Funds are being provided to Triview by Jackson Creek pursuant to the terms and conditions of the Water Agreement, and that Triview will promptly deliver such funds to the Town upon receipt of the same. Consistent with the terms of the Water Agreement, the Town will maintain the Storage Funds in a separate interest-bearing ancillary account, as part of the Town's general accounting, said fund to be titled the "Monument Lake Water Storage Fund". Any funds received from Triview pursuant to this IGA will be placed in this fund and a separate bank account will be maintained for said funds to segregate the funds from other General Fund revenues. The uses of this ancillary fund will be restricted to expenditures on infrastructure, improvements, including but not limited to, delivery of any/all augmentation water to Monument Lake for storage purposes. Should the Augmentation Plan benefitting Jackson Creek fail to be adjudicated, and Jackson Creek therefore denied the development entitlements associated therewith, per the terms of the Water Agreement, the Town shall refund the Storage Funds to Jackson Creek.

D. Substitute Water Supply. The Parties agree and acknowledge that it is in their mutual interests to complete the Augmentation Plan, and agree to cooperate in the prosecution of the same. To the extent the Parties cooperatively determine that alternate or substitute sources of replacement supply (i.e. other than the Beaver Creek Water Rights) may be stored in Monument Lake, may be more appropriate for augmentation uses, and may facilitate completion of the adjudication of the Augmentation Plan in a timely manner, the parties may use a water supply other than the Beaver Creek Water Rights for such purposes, in whole or in part, including but expressly not limited to any re-usable treated effluent available to either party, or other sources of consumable water which may otherwise be physically or legally deliverable to Monument Lake. Use of such substitute/alternate supply will not constitute a "failure" of the Augmentation Plan as concerns Jackson Creek, but rather an alternative means to such end.

Initials ____, ____, ____

3. Delivery and Storage Infrastructure.

A. Re-Use Pipeline. The Town anticipates its participation with other municipal and quasi-municipal entities in the construction of a pipeline from a point on Monument Creek below the Tri-Lakes Wastewater Treatment Plant ("WWTP") to Monument Lake for delivery of fully-consumable treated effluent discharged to Monument Creek by such parties, or other water supply physically and legally available, to storage in Monument Lake for the re-use thereof (the "Re-Use Pipeline"). Monument agrees to acquire/develop capacity in such Re-Use Pipeline sufficient for delivery of the 75 annual acre feet of the Beaver Creek Water Rights to Monument Lake, including for Triview's use, in addition to and in excess of, if necessary, any capacity therein necessary for the Town's re-use purposes, at such time as that capacity is necessary. The Town shall construct its portion of the Re-Use Pipeline including the excess capacity for the transmission of the Beaver Creek Water Rights or substitutes therefore, at its sole cost and expense. The Town shall complete such construction in advance of Triview's anticipated requirement to replace any injurious post-pumping depletions under any applicable augmentation plan, as contemplated herein. The parties agree to cooperate in determining all such capacities, and the necessary timing for completion of the Re-Use Pipeline to facilitate Triview's uses of water and storage, as contemplated herein. In the event that the Re-Use Pipeline is not constructed in concert with other municipal and quasi-municipal entities, as described above, or should the Town and Triview agree that alternate methods for the delivery of the Beaver Creek Water Rights or substitutes therefore may be more efficient than use of the Re-Use Pipeline, the Town and Triview shall work cooperatively in the design, construction, and financing of an alternate pipeline for delivery of the Beaver Creek Water Rights, or substitutes therefore, to Monument Lake to satisfy the purposes of this agreement and the use of said supply for Triview's augmentation purposes, all subject to Paragraph 11 below.

B. Beaver Creek Pipeline. Triview will construct a pipeline from the point of diversion of the Beaver Creek Water Rights on Beaver Creek to a point on Monument Creek at or above the site of the point of diversion of the Re-Use Pipeline discussed in Paragraph C.1., above (the "Beaver Creek Pipeline"), as well as such measuring and metering infrastructure as necessary for administration of the Beaver Creek Water Rights to facilitate their conveyance to Monument Lake in said Beaver Creek Pipeline and the Re-Use Pipeline, while minimizing any associated transit loss. The Beaver Creek Pipeline shall be constructed at Triview's sole cost and expense, at such time as Triview anticipates that delivery of the Beaver Creek Water Rights for replacement of post-pumping depletions may be imminently required pursuant to the terms and conditions of any applicable augmentation plan. The parties agree to cooperate in determining the specific location thereof so as to maximize the utility of the same while minimizing any associated land-acquisition and construction costs.

Initials ____, ____, ____

C. Monument Lake Infrastructure. The Parties agree and acknowledge that construction of additional infrastructure at Monument Lake, and potentially additional storage capacity therein, may be necessary for the full use of the Beaver Creek Water Rights and Monument Lake Storage discussed herein for Triview's uses. The Parties further agree and acknowledge that the Storage Funds may be utilized for any and all infrastructure necessary for the diversion, delivery, and storage of the Beaver Creek Water rights, or any substitute water supply, to Monument Lake, necessary infrastructure at Monument Lake itself is the primary and priority use of such Storage Funds. The Storage Funds may be utilized by the Town in its discretion for purposes consistent with this IGA and the Water Agreement.

4. Operation and Maintenance.

A. Triview shall be responsible for reimbursing the Town for any and all operation and maintenance costs and expenses ("O&M") associated with the operation and use of the Beaver Creek Water Rights, any substitute water supplies, the Beaver Creek Pipeline, the Re-Use Pipeline, and Monument Lake, as concerns Triview's use of the same for any applicable augmentation plan. Triview's O&M obligations shall in no instance occur until such time as actual infrastructure for delivery of water to Monument Lake for Triview's use are in place, and until water is actually required for use as post-pumping replacement supply. The Town shall invoice Triview monthly for all such O&M expense, and Triview shall timely pay all such invoices within 30 days of receipt of the same.

B. The Town, through its employees and/or consultants and contractors, shall be responsible for the actual operations of the relevant facilities, including diversion of the Beaver Creek Water Rights at their point of diversion, and the use, operation, and maintenance of the Beaver Creek Pipeline, the Re-Use Pipeline, and Monument Lake, as concerns the use of such resources and infrastructure for delivery of the Beaver Creek Water Rights (or any substitute supply) to Monument Lake for Triview's purposes, as contemplated herein. The Town shall cooperate with Triview and the State and Division Engineers to provide such measurements, accounting, and documentation necessary for administration of any applicable augmentation plan, and consistent with the terms and conditions which may be decreed therein.

5. Term. Due to the indeterminate period for which Triview will require the use of the Beaver Creek Water Rights, or substitutes therefore, and the Monument Lake Storage for use in yet-to-be-adjudicated plans for augmentation utilizing the same, and indeterminate terms and conditions in the same, this IGA shall be perpetual in term. This perpetual agreement is intended by the parties to be a cooperative effort to provide for future storage and use of the Beaver Creek Water Rights, or substitutes therefore,

Initials __, __, __

for replacement of any injurious post-pumping depletions which may be associated with to-be-adjudicated plans for augmentation for use of not-nontributary groundwater resources in Triview's water system. Notwithstanding the foregoing, the parties agree and acknowledge that it is estimated that Triview will not require the use of the Beaver Creek Water Rights or Monument Lake Storage until perhaps as long as 100 years in the future, when Triview ceases use of such not-nontributary groundwater supplies, and any injurious post-pumping depletions may occur. Triview shall therefore provide the Town with written advance notice, as far in advance as practicable, of any intent to cease use of not-nontributary supplies which may be augmented by the water rights and storage considered herein, and further shall provide the Town with written notice at such time as all injurious post-pumping depletions have been replaced thereby, at which time this IGA shall terminate and expire by its own terms, and the title and use of any and all infrastructure referenced herein shall be available to the Town for its own uses. Should no post-pumping depletion replacement be required under the plan for augmentation to be adjudicated by Triview utilizing the proffered water, or should no such plan for augmentation be adjudicated, this 2014 IGA shall terminate of its own terms.

6. Legal Approvals. Triview shall be responsible for any and all administrative and Water Court approvals required for the delivery to and storage of the Beaver Creek Water Rights (or substitute water supply) in Monument Lake, and the subsequent release and use thereof. The Parties shall, however, cooperate in obtaining any such necessary approvals, including of any appropriate substitute water supply. Triview shall provide the Town with opportunity to comment upon any draft application(s), and to the extent the final application filed is consistent with any such comments in the sole reasonable discretion of the Town, any statements of opposition or comments to such proceedings shall be limited to ensuring that such approvals and decrees are consistent with the terms of the Water Agreement and/or this IGA (i.e. "friendly" statements of opposition/comment).

7. Other Town Water Rights. This IGA does not grant or provide to Triview any interest in the Town's decreed water rights, except as expressly provided herein as pertains to the use of the Beaver Creek Water Rights, nor any interest in any of the Town's other water rights, whether associated with Monument Lake or otherwise. Triview shall make no such claims thereon inconsistent with this IGA and the Water Agreement.

8. Evaporative/Seepage Loss. The Parties agree and acknowledge that evaporative loss of water placed in storage can and does occur, and that seepage losses may occur as well. The Parties agree to share pro-rata in proportion to the quantities of water in storage for each parties' respective use in Monument Lake all evaporative and seepage losses occurring to such combined stored water rights, to be calculated on an annual basis, and the parties further agree to cooperate in

Initials ____, ____, ____

development of practices which may assist in reducing such evaporative and/or seepage losses. However, during the limited times when the entire 75 acre feet of storage may be necessary for replacement of post-pumping depletions associated with the plan for augmentation to be adjudicated on the basis of the proffered water, Triview may, instead of sharing in evaporative and seepage loss, provide the Town with payment on a per-acre-foot basis for such evaporative and seepage loss at a reasonable market rate to be agreed upon by the Parties at such time.

9. Carryover Storage. To the extent that not all of the Beaver Creek Water Rights delivered to and stored in Monument Lake for Triview's uses contemplated herein may be released therefrom in a given year, Triview shall be entitled to carryover storage of said amounts to subsequent years, provided that: (a) all carryover storage shall be subject to sharing in evaporative/seepage losses for the periods in storage, as provided in Paragraph H.1., above; and, (b) the maximum amount of storage shall not exceed 75 acre feet, including carryover, at any time. To the extent Triview utilizes less than the amount stored in any given year and carries such storage over to the next year, the Town shall be entitled to make use of a like amount of the Beaver Creek Water Rights for other purposes, to the extent Triview is unable to so store the full extent of such supplies in its storage allotment. Such carryover storage is intended to enable the Parties to take advantage of years of surplus supply and plan for years of shortage, while also allowing the Town to make maximum use of its Beaver Creek Water Rights even during the period of Triview's use of the same, to the extent that carryover storage might reduce Triview's demand in any given year.

10. Cooperation. The Parties agree to cooperate with each other in good faith in the performance of their obligations and requirements under this IGA and to fulfill the intent and purposes of this IGA.

11. Town/Triview Authority. Notwithstanding anything to the contrary in this 2014 IGA or the Water Agreement, the Parties understand, acknowledge and agree that while each Party is an independent municipal or quasi-municipal entity, as concerns the limited subject matter of this 2014 IGA and the associated Water Agreement the Parties expressly agree that: (a) Triview shall bear sole responsibility for securing sufficient legal and physical supplies of water to support any "will serve letters" issued pursuant to the Water Agreement, including in the event that the plan for augmentation to be obtained utilizing the Denver Basin groundwater acquired by Triview in the Water Agreement results in less supply than represented by the "water credits" discussed in the Water Agreement; (b) except as otherwise expressly provided by this 2014 IGA and/or the Water Agreement, the Town has no obligation to use water, water rights, or infrastructure not fully paid for or provided by the other parties to the Water Agreement, including Triview, nor does the Town have any obligation to provide water service to

Initials ____, ____, ____

development within Triview approved by the Town on the basis of such "will serve letters"; and, (c) on the basis of subsections (a) and (b) of this Paragraph 11, the Town will not independently evaluate the sufficiency of any such "will serve letters" issued by Triview pursuant to the Water Agreement, but rather will rely upon Triview's performance of its obligations pertaining thereto.

12. Entire Agreement. This IGA represents the entire agreement of the Parties with respect to the subject matter covered herein, excepting terms and conditions in the associated Water Agreement. To the extent any terms of this IGA may differ from or be potentially inconsistent with the Water Agreement, the terms of this IGA shall govern.

13. Consent to Judicial/Administrative Proceedings. Each of the Parties agrees and consents to those administrative and/or judicial proceedings that may be required of the Parties to make full use and utility of the water rights and water storage rights subject of this IGA, subject to conferral, incorporation of relevant comments, and limitations on the scope of any comments or statements of opposition which may be filed, as articulated in Paragraph 6, above.. In no instance shall either Party make claims in such administrative or judicial proceedings inconsistent with this IGA.

14. Construction.

A. The terms "herein", "hereunder", "hereby", "hereto", "hereof" and other similar terms, as may be utilized herein, refer to this IGA as a whole, and not to any particular articles, section, subsection or other subdivision hereof; the term "heretofore" means before the date of execution of this IGA and the term "hereafter" means after the date of execution of this IGA.

B. All definitions, terms and words utilized herein shall include both the singular and the plural.

C. Words of the masculine gender, as may be used herein, include correlative words of the feminine and neutral gender, and words utilized herein importing the singular number also shall include and indicate the plural, and vice versa.

D. The captions or headings of this IGA are for convenience only, and in no way define, limit, or describe the scope or intent of any provision, article, or section of this IGA.

15. Binding Effect. The covenants, agreements, and obligations contained herein shall extend to, bind, and inure to the benefit of the parties hereto, as well as any respective personal representatives, heirs, successors, and assigns.

Initials ____, ____, ____

16. Authority. The Parties to this IGA represent that they have the full power and authority to enter into and perform this IGA, and that resolutions of the Boards of Directors/Trustees of each Party expressly providing their undersigned representatives with such authority are incorporated herein by reference.

17. Notice. Any notice required or permitted by this IGA shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given, at the address set forth below, or at such other address as has been previously furnished in writing, to the other party. Such notice shall be deemed to have been given when deposited in the United States mail.

18. Contingencies. This 2014 IGA is expressly contingent upon execution of the Water Agreement with Jackson Creek being timely executed by all parties thereto on terms consistent with this 2014 IGA. Should said Water Agreement fail to be so timely executed, this 2014 IGA shall be null and void, and of no effect.

TOWN OF MONUMENT:

Town of Monument
Attn: Town Manager
645 Beacon Lite Road
Monument, Colorado 80132

TRIVIEW METROPOLITAN
DISTRICT:

Triview Metropolitan District
Attn: District Manager
16055 Old Forest Point, Ste. 300
Monument, Colorado 80132

19. Default/Remedies. A Party shall be in default hereunder in the event it fails to perform its obligations as required hereunder, and if such noncompliance is not cured within 60 days after written notice by the other party of the nature of the alleged noncompliance. In the event of default, the non-defaulting party shall have all remedies available under Colorado law, including the right to injunctive relief and specific performance.

20. Severability. Unenforceability of any provision contained in this IGA shall not affect or impair the validity of any other provision of this IGA.

21. Attorney's Fees. In the event of any dispute between the Parties concerning the rights and obligations under this IGA or in the event of any action to enforce said rights and obligations under this IGA or to collect damages on account of

Initials __, __, __

any breach of the obligations provided for herein, the prevailing party shall be entitled to recover from the other all costs and expenses, including reasonable attorney fees, incurred in such litigation or dispute, as well as all additional such costs and expenses incurred in enforcing and collecting any judgment rendered in such action or dispute.

22. Governing Law. The laws of the State of Colorado shall govern the validity, performance, and enforcement of rights and responsibilities under this IGA. Proper venue for any action shall be in the District Court for El Paso County, Colorado, unless such action shall constitute a "water matter", in which case venue shall be proper in Water Court of applicable jurisdiction.

23. Recording. This Agreement shall be recorded in the offices of the El Paso County Clerk and Recorder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

TOWN OF MONUMENT

By: _____
Rafael Dominguez, Mayor

ATTEST

By: _____

TRIVIEW METROPOLITAN DISTRICT

By: _____
Robert Fisher, District President

ATTEST

By: _____

TOWN OF MONUMENT

ORDINANCE NO. 19-2014

AN ORDINANCE AUTHORIZING THE ESTABLISHMENT OF AN ANCILLARY FUND TO BE KNOWN AS THE MONUMENT LAKE WATER STORAGE FUND

WHEREAS, The Board of Trustees of the Town of Monument approved an Intergovernmental Agreement by and between Triview Metropolitan District and the Town of Monument on April 7, 2014, with Resolution 17-2014;

WHEREAS, the Town of Monument shall provide both Triview Metropolitan District and Centre Development Company LLC with annual accountings of the fund's disbursements therefrom, or more frequently on request (maximum of monthly);

WHEREAS, the Intergovernmental Agreement stipulates that these funds be segregated from other general fund revenues. The uses of this fund will be restricted to expenditures on infrastructure, improvements and delivery of water as more particularly described in the 2014 IGA;

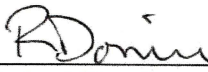
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF MONUMENT, COLORADO THAT:

Section 1. The Board of Trustees hereby authorizes the establishment of an Ancillary Fund to be known as the Monument Lake Water Storage Fund.

Section 2. The Board of Trustees hereby authorizes the accurate accounting for deposits and expenditures for infrastructure, improvements and delivery of water.

PASSED AND RESOLVED by the Board of Trustees of the Town of Monument, El Paso County, Colorado, this 19th day of May, 2014 by a vote of 4 for and 0 against.

TOWN OF MONUMENT



Rafael Dominguez, Mayor

ATTEST:



Cynthia Sirochman
Town Clerk

Sec. 2.10 Standards of Conduct.

1. The Town Council shall adopt an ordinance setting the standards of conduct for the Town Council. The code of conduct shall be reviewed and amended, if necessary, every January following an election.
2. The standards set forth in the ordinance shall include, but shall not be limited to, processes for disclosing and determining conflicts of interest, recusing from voting, process for censuring and attendance requirements, in accordance with this Charter. The censuring process shall require notice of the charge against the official and the right to a hearing before the Council.
3. Conflicts of Interest. No member of the Town Council shall vote on any question in which he or she has a conflict of interest. A conflict of interest occurs when a member of the Town Council has a substantial personal or financial interest in the outcome of the question, whether direct or indirect, or on any questions concerning his or her own conduct. A conflict of interest does not include general personal interest in the outcome of the matter. All members of Town Council are required to disclose and provide details regarding his or her conflict of interest to the Town Council.
 - a. Whether or not a disclosure is made by the member with the potential conflict, the other members of the Town Council shall determine, by a vote of the remaining members of the Town Council, whether the member shall be excluded from consideration, discussions, and voting on the issue.
 - b. If a conflict of interest is not disclosed and is established with respect to a matter already considered by the Town Council, the remaining members of the Town Council shall take any action they deem to be in the best interests of the Town, including, but not limited to, terminating the unperformed portion of any contract entered into when such a conflict of interest existed.
 - c. If the Town Council determines that a conflict does not exist, the member of Town Council is required to vote on the question. If the member of Town Council continues to refuse to vote, such abstention will constitute an affirmative vote on the question.
 - d. If a conflict is established that results in the recusal or excusal of a member of Town Council, that member shall physically leave the meeting and refrain from participation during all consideration, discussion, and voting on the issue on which the member has the conflict.
 - e. If a conflict is established that results in the recusal or excusal of more than one member of Town Council, so that less than a quorum remains to consider an issue, a member of Town Council may vote, notwithstanding subsection 3(d) of this Section.
4. Meeting Attendance.
 - a. Members of Town Council shall be required to attend all the regular Council meetings, either remotely, in person, or in a manner that permits the member of Town Council to effectively participate in the meeting.
 - b. If a member of Town Council fails to attend, either remotely, in person or in a manner that permits the member of Town Council to effectively participate in the meeting, two or more regular Council meetings in a calendar year without prior notice, that member of Town Council may be removed from office subject to Section 2.11.
 - c. If a member of Town Council fails to attend, either remotely, in person or in a manner that permits the member of Town Council to effectively participate in the meeting, four or more regular Council meetings in a calendar year, that member of Town Council may be removed from office subject to Section 2.11.

Chapter 2.60 STANDARDS OF CONDUCT

Article 1. Legislative Intent and Definitions

2.60.110 Legislative intent.

- A. The policy of the Town is to ensure that all elected and appointed officials and Town staff conduct themselves in an ethical and professional manner, in accordance with the highest ethical standards, as fiduciary representatives of the electorate or Employees of the Town, and in compliance with applicable federal, state, and local laws, ordinances, and regulations.
- B. It is the intent of the Town that its elected officials, appointees, and Employees adhere to high levels of ethical conduct, honesty, integrity, and accountability so that the public will have confidence that persons in positions of public responsibility are acting for the benefit of the public. Officials, appointees, and Employees should comply with both the letter and spirit of the Standards of Conduct and strive to avoid situations that create ethical conflicts or the appearance of ethical impropriety.
- C. Ethical issues will likely arise in the course of public service. To address ethical issues, it is the intent of the Standards of Conduct:
 - 1. To clarify actions that are allowed and those that constitute a breach of the public trust, specifically relating to the use of public office for private gain, employment, and supervision of family members, gifts, conflicts of interest, prior employment, outside employment, subsequent employment, improper use of confidential information or records, and other ethics matters consistent with the Charter;
 - 2. Without providing a private right of action, to establish a system that enables citizens to report possible wrongdoing and seek local enforcement such that any breach of the public trust may be discovered and addressed appropriately.
- D. The Standards of Conduct are supplemental to and intended to carry out the standards of conduct contained in the Charter, and specifically Charter Sections 2.10 and 6.3. In case of conflict between this Chapter and the Charter, the Charter shall control and to the extent possible the provisions of this Chapter shall be interpreted and applied in harmony with the Charter.
- E. The Standards of Conduct are hereby deemed to be a matter exclusively within the Town's Home Rule authority and a proper exercise of the Town Council's legislative authority on behalf of the Town of Monument. These Standards of Conduct supersede any other applicable Colorado law. Moreover, these Standards of Conduct comply with, and therefore supersede by their own terms, Colorado Constitution, Article XXIX, "Ethics in Government." The Town Council, through a proper exercise of its legislative authority, considered and evaluated all topics addressed in the Colorado Constitution, Article XXIX. To the extent the Standards of Conduct cover a topic also covered in the Colorado Constitution, Article XXIX, and to the extent the Standards of Conduct do not cover a topic covered in the Colorado Constitution, Article XXIX or cover a topic in a different manner, the Town Council in each case acted intentionally, considered the topic, and decided to address, not address or address in a different manner the topic.

(Ord. No. 1-2024, § 3(Exh. A), 1-2-2024)

2.60.120 Applicability.

These Standards of Conduct apply to public servants of the Town of Monument.

(Ord. No. 1-2024, § 3(Exh. A), 1-2-2024)

2.60.130 No private right of action.

These Standards of Conduct are not intended to, nor do they, create a private right of action against the Town or against any public servant based upon noncompliance with their provisions. Authority to enforce compliance with these Standards of Conduct is vested exclusively in the Town pursuant to the provisions of the Standards of Conduct.

(Ord. No. 1-2024, § 3(Exh. A), 1-2-2024)

2.60.140 Definitions.

For purposes of this Article, the following terms have the assigned meaning:

1. *Business* means a corporation, partnership, sole proprietorship, firm, enterprise, franchise, association, organization, self-employed individual, holding company, joint stock company, receivership, trust, activity, or entity.
2. *Conflict of Interest* means circumstances or conduct prohibited by Article 2 of the Standards of Conduct. A conflict of interest also occurs when a public servant has a substantial personal or financial interest in the outcome of the question, whether direct or indirect, or on any questions concerning his or her own conduct; a conflict of interest does not include general personal interest in the outcome of the matter. See Charter Section 2.10(3).
3. *Direct line of supervisions* means directly supervising an Employee or directly supervising the Employee's supervisor.
4. *Direct official action* means any action that involves:
 - a. Approving, disapproving, administering, negotiating, enforcing, or recommending for or against an application, contract, purchase order, lease, concession, franchise, grant, vendor, concessionaire, land use, or any other matter to which the Town is a party.
 - b. Enforcing laws or regulations, including the Charter and Municipal Code, or issuing, enforcing, or administering permits and licenses;
 - c. Appointing, supervising, managing, and terminating Employees, temporary workers, and independent contractors.

Direct official action does not include acts that are purely ministerial and mandated by law, including pro forma or perfunctory signing of documents on behalf of the Town and approval of documents as to form. Also, a person who abstains from a vote in compliance with the Charter and these Standards of Conduct is not exercising direct official action. See Charter, Sections 2.10(3) and 6.3 Voting.

5. *Employee* means any person in the employ of the Town or of any of its agencies or departments but excluding the Mayor, Town Councilmembers, Town Attorney, and Municipal Judge. Independent contractors and volunteers are not deemed Employees.
6. *Financial interest* means any interest equated with money or its equivalent. Financial interest shall not include:

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- a. The interest that a public servant or immediate family member has as an Employee of a business, or as a holder of an ownership interest in such business, in a decision of any public body, when the decision financially benefits or otherwise affects such business but entails no foreseeable, measurable financial benefit to the officer, Employee or immediate family member;
 - b. The interest that a public servant or immediate family member has as a non-salaried officer or member of a nonprofit corporation or association or of an educational, religious, charitable, fraternal, or civic organization in the holdings of such corporation, association, or organization;
 - c. The interest that a public servant or immediate family member has as a recipient of public services when such services are generally provided by the Town on the same terms and conditions to all similarly situated citizens, regardless of whether such recipient is a public servant or immediate family member;
 - d. The interest that a public servant or immediate family member has as a recipient of a commercially reasonable loan made in the ordinary course of business by a lawfully established financial or lending institution;
 - e. The interest that a public servant or immediate family member has as a shareholder in a mutual or common investment fund in the holdings of such fund unless the shareholder actively participates in the management of such fund;
 - f. The interest that a public servant or immediate family member has as a policyholder in an insurance company, a depositor in a duly established savings association or bank, or a similar interest-holder, unless the discretionary act of such person, as a public servant, could immediately, definitely and measurably affect the value of such policy, deposit, or similar interest;
 - g. The interest that a public servant or immediate family member has as an owner of government-issued securities unless the discretionary act of such owner, as a public servant, could immediately, definitely, and measurably affect the value of such securities; or
 - h. The interest that a public servant has in the compensation received from the Town for services provided to the Town as a public servant.
7. *Gift* means a payment, subscription, advance, favor, discount, promise of future employment, forbearance, or deposit of money, goods, services, or anything of value given, unless consideration of equal or greater value is received in exchange.
 8. *Immediate family member* means a spouse, civil union partner, domestic partner, fiancé/fiancée, parents, children, brothers, sisters, half-siblings, aunts, uncles, nieces, nephews, grandparents, grandchildren, great grandparents, great grandchildren, first cousins, including step relatives and in-laws, any person claimed as a dependent for income tax purposes, or any person residing in or cohabitating with or of the Public.
 9. *Personal interest* means any interest other than a financial interest by which a public servant, or an immediate family member of such public servant, would, in the judgment of a reasonably prudent person, realize or experience some direct and substantial benefit or detriment different in kind from that experienced by the general public. Personal interest shall not include:
 - a. The interest that a public servant or immediate family member has as a member of a board, commission, committee, or authority of another governmental entity or of a nonprofit corporation or association or of an educational, religious, charitable, fraternal, or civic organization;

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- b. The interest that a public servant or immediate family member has in the receipt of public services when such services are generally provided by the Town on the same terms and conditions to all similarly situated citizens; or
 - c. The interest that a public servant has in the compensation, benefits, or terms and conditions of his or her employment with the Town.

Examples of personal interest include an increase in the value of a real property interest or advancement of an employment opportunity.

- 10. *Public body* means the Town Council or any authority, board, committee, commission, department, or office of the Town.
- 11. *Public servant* means a person who is appointed or elected to a public office or employed by the Town, including:
 - a. The elected or appointed Mayor;
 - b. Any elected or appointed Councilmember;
 - c. Officials appointed by the Town Council to serve as: Town Manager, Town Attorney, Municipal Judge, or Associate or Assistant Municipal Judge;
 - d. Employees of the Town; and
 - e. Appointed officials including all members of all boards, commissions, councils, and bodies regardless of whether such member is a regular, alternate, or non-voting advisory member.
- 12. *Standards of Conduct* means this Chapter 2.60 of the Monument Municipal Code.
- 13. *Town* means the Town of Monument, Colorado.

(Ord. No. 1-2024, § 3(Exh. A), 1-2-2024)

2.60.150 Severability.

If any provision, article, section, sentence, clause or part of these Standards of Conduct, or the application thereof to any person or circumstances be held by any court of competent jurisdiction to be unconstitutional or invalid, such holding shall not affect, impair or invalidate the Standards of Conduct as a whole or any part hereof other than the part so held to be invalid, and to this end the provisions of these Standards of Conduct are declared to be severable.

(Ord. No. 1-2024, § 3(Exh. A), 1-2-2024)

Article 2. Prohibited Acts

2.60.210 Gifts.

- A. Gifts prohibited. A public servant shall not accept any gift if:
 - 1. The public servant is in a position to take direct official action with regard to the giver of the gift; or
 - 2. The Town has or has been known to have a transactional, business, or regulatory relationship with the giver of the gift.

A gift made to an immediate family member of the public servant shall be considered a gift made to the public servant notwithstanding the public servant's knowledge of such gift.

- B. Exceptions and items not considered gifts. Provided that the gift could not be reasonably considered a bribe or a means of improper influence on a direct official action, the following shall not be considered gifts for purposes of this Section:
1. Campaign contributions as permitted by law, or as may be modified from time to time by Town regulations or Ordinance.
 2. An unsolicited item or items of value less than the dollar amount established and adjusted periodically in accordance with Colorado Constitution, Article XXIX, Section 3(6), per vendor or third-party, per year. As of February 22, 2023, that amount is seventy-five dollars (\$75.00), see Independent Ethics Commission Position Statement 23-01. In valuing the unsolicited item or items:
 - a. The cost of the gift is the retail value of the item unless the receiver has knowledge that the giver paid more than the retail value, in which case the cost is the amount actually paid.
 - b. For a charity event, the cost of the event is the amount the event organizer reports to the Internal Revenue Service as the non-deductible portion of the event.
 - c. It is not permissible to pay part of the cost of a gift that is offered with a value exceeding the dollar amount set forth in this Section to reduce the value to less than the amount set in this Section in order to accept the gift.
 3. An unsolicited token or award of appreciation that is reasonable in value and purpose given the position and responsibility of the public servant, such as plaques and professional awards.
 4. Items of perishable or nonpermanent value, including, but not limited to, meals, lodging, travel expenses, or tickets to sporting, recreational, education, or cultural events provided that the value of the item is reasonable and would be customarily accepted when considering the public servant's position, responsibility, and role in the Town.
 5. Tickets or entry fees to an event expressly advertised for the purpose of benefiting and advancing the purpose of a nonprofit organization, e.g., greens fees for a golf event benefiting a recognized local charity.
 6. Unsolicited informational material, publications, or subscriptions related to the recipient's performance of duties within the scope of elected or appointed office or employment.
 7. Admission to, and the cost of food or beverages consumed at, a reception, meal, or meeting by an organization before whom the recipient appears in an official capacity as a representative of the Town to speak or to answer questions as part of a scheduled program.
 8. Reasonable expenses paid by a nonprofit organization or federal, state, or local government for attendance at a convention, fact-finding mission or trip, or other meeting if the person is scheduled to deliver a speech, make a presentation, participate on a panel, or represent the Town or State of Colorado, provided that the nonprofit organization receives less than five percent (5%) of its funding from for-profit organizations or entities.
 9. A gift from an individual who is an immediate family member or personal friend on a special occasion.
 10. A component of compensation paid or other recognition given in the normal course of employment, appointment, volunteer services, or business.
 11. Any scholarship or grant or other financial aid for education given to any public servant or immediate family member for any reason.
 12. Awards or prizes given at competitions or drawings at events open to the public.

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13. Discounts that are similarly available to all Employees of the Town, or discounts that are offered to the public generally or to a large segment of the public, such as all uniformed personnel, all government employees, or all first responders.
 14. Any exemption granted or exception recognized pursuant to federal or state law.
 15. Any other exceptions as may be specified in an advisory opinion as described in Section 2.60.420.

(Ord. No. 1-2024, § 3(Exh. A), 1-2-2024)

2.60.215 Fraudulent activity.

- A. A public servant shall not engage in any of the following activities:
 1. Receiving a bribe or kickback, or willing participation in a scheme of bribery;
 2. Misappropriating Town funds, supplies, assets, or resources;
 3. Falsifying Town records, including personnel records;
 4. Forging or altering any public record;
 5. Accepting, requesting, or seeking any material item or pecuniary benefit from contractors, vendors, or parties providing services or materials to the Town where such item or benefit may be reasonably viewed as intending to improperly influence the public servant.

(Ord. No. 1-2024, § 3(Exh. A), 1-2-2024)

2.60.220 Employment and supervision of immediate family members.

- A. Unless he or she obtains a waiver pursuant to Section 2.60.420(c), a public servant shall not appoint or hire a member of his or her immediate family for any type of employment, including, but not limited to, full-time employment, part-time employment, permanent employment, and temporary employment.
- B. A public servant shall not supervise or be in a direct line of supervision over a member of his or her immediate family. If a public servant comes into a direct line of supervision whether by employment or contractual relationship of a member of his or her immediate family, he or she shall have six months to come into compliance or to obtain a waiver pursuant to Section 2.60.420(c).

(Ord. No. 1-2024, § 3(Exh. A), 1-2-2024)

2.60.225 Conflict of interest.

- A. Conflict of interest as set forth by this Section are prohibited.
- B. Sales to the Town. A public servant, or immediate family member of such public servant, shall not have a financial interest in the sale to the Town of any real or personal property, equipment, material, supplies, or services, except personal services provided to the Town as a public servant, if:
 1. Such public servant is a member of Town Council;
 2. Such public servant exercises, directly or indirectly, any decision-making authority on behalf of the Town concerning such sale; or
 3. In the case of services, such public servant exercises any supervisory authority in his or her role as a Town officer or Employee over the services to be rendered to the Town.

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- C. Purchases from the Town. A public servant or immediate family member shall not, directly or indirectly, purchase any real or personal property from the Town, except such property as is offered for sale at an established price, and not by bid or auction, on the same terms and conditions as to all members of the general public.
 - D. Interests in other decisions. Any public servant who has, or who's immediate family member has, a financial or personal interest in any decision of any public body of which he or she is a member or to which he or she makes recommendations, shall comply with Section 2.60.410.
 - E. A public servant who determines that his or her actions arise to a Conflict of Interest is required to disclose the conflict in the manner prescribed in Section 2.60.410(a) and shall refrain from taking direct official action in the manner prescribed in Section 2.60.410(b).

(Ord. No. 1-2024, § 3(Exh. A), 1-2-2024)

2.60.230 Prior employment.

No person shall be disqualified from service with the Town as a public servant solely because of his or her prior employment with another government entity or private party. However, public servants shall not take any direct official action with respect to matters involving their former employers for a period of six months from the date of termination of the prior employment.

(Ord. No. 1-2024, § 3(Exh. A), 1-2-2024)

2.60.235 Outside employment or business activity.

- A. A public servant's outside employment and business activities may create ethical issues addressed by these Standards of Conduct and a potential conflict of interest addressed by Section 2.20.225.
- B. Disclosure of employment and other business activities: all public servants other than Employees shall report in writing to the Town Clerk any existing or proposed outside employment or other outside business interests such as membership on volunteer, nonprofit, or for-profit boards or commissions that may affect or conflict with their responsibilities to the Town. After being elected or appointed, all public servants shall report to the Town Clerk any changes of employment or changes to outside business interests that may affect or conflict with the person's responsibilities to the Town, within thirty (30) days after accepting the same. Employees shall adhere to the same reporting requirements except they shall report such information to the Town's Human Resources Department.
- C. The Town Clerk and Human Resources Department Director shall maintain for public inspection all reporting made by public servants pursuant to this Section.
- D. Town resources may not be used for any outside employment or outside business activity.

(Ord. No. 1-2024, § 3(Exh. A), 1-2-2024)

2.60.240 Discrimination and harassment prohibited.

- A. General rule. Town affairs must be conducted without bias or prejudice. A public servant shall not, in the performance of official duties, manifest by words or conduct bias or prejudice toward any person, group, or entity, including bias or prejudice based upon race, gender, religion, national origin, disability, age, sexual orientation, or socioeconomic status, and shall not permit others subject to his or her direction and control to do so.

B. Exceptions. A public servant is not liable under subsection (A) for:

1. Conduct undertaken in good faith:
 - a. To implement an existing Town policy; or
 - b. To carry out the direction of a superior; or
2. Conduct involving the legitimate advocacy of a position relating to race, gender, religion, national origin, disability, age, sexual orientation, or socioeconomic status:
 - a. In litigation or similar proceedings; or
 - b. Incidental to the formation of Town policy.

C. Definitions. For purposes of this Section:

1. Words or conduct manifesting bias or prejudice includes, but is not limited to, physical abuse, verbal abuse, threats, intimidation, harassment, coercion, assault, stalking, hate speech, and other conduct that threatens or endangers the health or safety of any person.
2. "Good faith" means that the public servant has a reasonable basis for believing, and does believe, that the conduct in question is lawful and not discriminatory.
3. "Legitimate advocacy" means that the position espoused is not frivolous.

(Ord. No. 1-2024, § 3(Exh. A), 1-2-2024)

2.60.245 Criminal offenses.

All public servants are expected to comply with the law. It is a violation of the Standards of Conduct to be convicted (including a plea of nolo contendere or no contest) of a crime that reasonably demonstrates an unfitness for public service or intentional disregard for public trust or public property. Such offenses include, but are not limited to, crimes against fellow public servants or their property, theft or vandalism of public property, offenses involving fraud (see Article 5, Title 18, C.R.S.), offenses relating to morals (see Article 7, Title 18, C.R.S.), or offenses involving governmental operations (see Article 8, Title 18, C.R.S.). It is not the intent of this Section to recognize as an ethical violation traffic offenses or misdemeanors that are unrelated to the public servant's official duties or employment.

(Ord. No. 1-2024, § 3(Exh. A), 1-2-2024)

2.60.250 Special consideration.

A public servant shall not request or grant to any person any special consideration, treatment, or advantage beyond that which would be made available to every other person in similar circumstances or need.

(Ord. No. 1-2024, § 3(Exh. A), 1-2-2024)

2.60.255 Use of public property.

A public servant shall not use or authorize the use of Town time, facilities, equipment, or supplies for personal or private benefit. It is not a violation of the Section to communicate or correspond with a public servant's constituents, family members, or co-workers.

(Ord. No. 1-2024, § 3(Exh. A), 1-2-2024)

2.60.260 Use of public office for private gain.

A public servant shall not use his or her public office or position or disclose or use confidential information to obtain private gain for himself or herself, for his or her immediate family, for any business entity with which he or she is affiliated or for any person or entity with whom the public servant is negotiating or has any arrangement concerning prospective employment.

(Ord. No. 1-2024, § 3(Exh. A), 1-2-2024)

2.60.265 Use of confidential records.

A public servant shall not disclose any information or records that are not available to the public, which were acquired in the course of official duties, except in the performance of official duties or as required by law or court order.

(Ord. No. 1-2024, § 3(Exh. A), 1-2-2024)

2.60.270 Aiding others.

A public servant shall not knowingly aid or assist any public servant in the violation of any provision of these Standards of Conduct.

(Ord. No. 1-2024, § 3(Exh. A), 1-2-2024)

Article 3. Discouraged Acts

2.60.310 Appearances of impropriety discouraged.

- A. An appearance of impropriety is created when a public servant will or may take a direct official action that, although not constituting a conflict of interest, will create a reasonable perception that the public servant's ability to perform his or her official duties with integrity, impartiality, and competency is impaired. As examples only, such appearance may be created in the following circumstances:
 - 1. When the direct official action will involve a close friend of the public servant.
 - 2. When the public servant is a recipient of an official notice of a quasi-judicial hearing due to the public servant's ownership or lease of property to be affected by such hearing.
 - 3. When the public servant will be called upon to consider taking official action of a quasi-judicial nature and the public servant has previously and publicly expressed an opinion, position, or bias regarding the matter.
- B. A public servant who determines that his or her actions may cause an appearance of impropriety should consider, but is not required to disclose the appearance of impropriety as provided by Section 2.60.410 and, if deemed appropriate by the public servant, to recuse him or herself from participation as provided by Section 2.60.410.
- C. Violations of this Section do not constitute a violation of these Standards of Conduct. Compliance with this Section shall not constitute a defense for violation of another subsection or section of the Standards of Conduct.

(Ord. No. 1-2024, § 3(Exh. A), 1-2-2024)

Article 4. Disclosure and Recusal Procedure

2.60.410 Disclosure and recusal procedure and challenges.

A. Disclosure.

1. Mandatory disclosure of a potential or actual conflict of interest, or a voluntary disclosure of an appearance of impropriety, including, but not limited to ex parte communications, shall be made when the conflict or appearance is first reasonably known to the public servant. Members of the Town Council shall disclose in compliance with Charter Section 6.3. The Town Manager or Town Attorney shall disclose either orally during a public meeting or in writing to the Town Council. Other appointed officials shall disclose either orally during a meeting or in writing to all other members of the board or commission on which they sit. Employees shall disclose in writing to their immediate supervisor.
2. A disclosure shall identify whether the matter is a conflict of interest or an appearance of impropriety, such as ex parte communications, the general nature of the interests involved, whether the matter will create or potentially create an economic, pecuniary, or financial benefit or detriment for the public servant, and the approximate value of any potential benefit or detriment.

B. Recusal. When recusal is required due to a conflict of interest or is voluntarily elected due to an appearance of impropriety, the public servant shall:

1. Refrain from participation during all consideration or discussion on the issue, and communicating with any other public servant regarding the matter and attempting to influence any other public servant's official action concerning the matter;
2. Refrain from voting upon or taking any official action concerning such matter; and
3. Physically leave meeting, room, or premises at which the matter is being considered.
4. Whether or not a disclosure is made by a Council member with a potential conflict, the other members of the Town Council shall determine, by a vote, whether the member shall be excluded from consideration, discussions, and voting on the issue in accordance with subsection (c)(1) below. The Town Manager may require the recusal of an Employee in accordance with subsection (c)(2) below.
5. Notwithstanding the prohibition against participation and voting where a conflict of interest exists, a Town Councilmember and any member of a board, committee, or commission may participate and vote on a matter notwithstanding a conflict of interest if participation is necessary to obtain a quorum or otherwise enable the Town Council, board, committee, or commission to act and if the conflicted member complies with the voluntary disclosure procedures of Section 24-18-110, C.R.S.

C. Challenges for conflict of interest.

1. Challenge of Town Councilmember. Any person may challenge a Town Councilmember's failure to declare a conflict of interest or failure to recuse himself or herself. A challenge must be submitted to the Town Council in writing or orally made during a public meeting stating the facts in support of the challenge. The Town Council shall promptly inquire into the basis and facts of the challenge and may request an opinion from the Town Attorney regarding the challenge. The Town Council may by majority vote of those present and voting, excluding the challenged member, render a determination whether a conflict of interest exists and whether the member shall be excluded from consideration, discussions, and voting on the issue. That determination is final and not subject to appeal.

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2. Challenge of Employee. Any person may challenge an Employee's failure to declare a conflict of interest or failure to recuse himself or herself. A challenge must be submitted in writing to the Town Manager stating the facts in support of the challenge, with a copy to the Mayor. The Town Manager shall promptly inquire into the basis and facts of the challenge and render a determination whether a conflict of interest exists and/or whether recusal of the Employee is required. That determination is final and not subject to appeal.
 3. Challenge of any other public servant. Any person may challenge any other public servant's failure to declare a conflict of interest or failure to recuse himself or herself. A challenge in writing or orally made during a public meeting must be submitted to that person's appointing authority or the chair of that person's board or commission. The written challenge must state the facts supporting the challenge. Either the Town Council or the person's board or commission shall promptly inquire into the basis and facts of the challenge and render a determination as to whether a conflict of interest exists and/or whether recusal is required. That determination is final and not subject to appeal.

(Ord. No. 1-2024, § 3(Exh. A), 1-2-2024)

2.60.420 Advisory opinions and waivers.

- A. Any public servant may submit a written request to the Town Attorney for and advisory opinion on whether any conduct by that person would constitute a violation of the Standards of Conduct. The Town Attorney shall render an advisory opinion. Provided that the factual basis of the Town Attorney's advisory opinion is accurate and the circumstances are fully disclosed to the Town Attorney by the public servant, the Town Attorney's advisory opinion shall provide the public servant a specific defense from enforcement of the standards of conduct or prosecution for the failure to disclose a conflict of interest or to recuse themselves as may be required by these Standards of Conduct.
- B. Noncompliance with advisory opinions. When the Town Attorney receives information supporting a belief that the advisory opinion has not been complied with, the Town Attorney shall inform the person and the Town Manager. The Town Manager, after consulting with the Town Attorney, shall take appropriate action to ensure compliance. In the case of the Mayor or a Town Council member the Town Attorney shall inform the Town Council.
- C. Waivers. Any current, former, or prospective public servant may submit a written request for a waiver of any provision of the Standards of Conduct in advance of taking any action that is subject to the waiver request. The Town Council is empowered to grant a waiver for public servants other than Employees if it finds that the waiver will serve the best interests of the Town. The Town Council shall issue provide notice through its meeting agenda of the consideration of the waiver request. The Town Manager is empowered to grant a waiver for Employees if he or she finds that the benefit to the Town in granting the waiver outweighs the potential harm.

(Ord. No. 1-2024, § 3(Exh. A), 1-2-2024)

Article 5. Enforcement Process for Standards of Conduct

2.60.510 Flexibility in enforcement process intended.

The purpose of the enforcement measures contained in this Article is to balance the severity of the alleged violation, the need for efficiency and effectiveness in reaching conclusions as to allegations of ethical wrongdoing, fairness to the parties, and the availability of public resources necessary to address alleged ethical wrongdoing. For that reason, this Section allows for flexibility in determining the appropriate means of enforcement to be

determined by the Town Council sitting as the Board of Ethics. Sections 2.60.515 through Section 2.60.550 apply to allegations of violation of the Standards of Conduct against all public servants except for Employees. Section 2.60.555 describes the process for enforcement of violations of the Standards of Conduct committed by Employees.

(Ord. No. 1-2024, § 3(Exh. A), 1-2-2024)

2.60.515 Definitions for enforcement process.

For purposes of the enforcement process, the following terms have the assigned meaning:

1. Business day means a day other than Saturday, Sunday, or a recognized Town holiday during which the Town offices are closed for public business.
2. Complainant means the person filing a verified complaint with the Town in accordance with Section 2.60.525.
3. Respondent means the person who is alleged by a verified complaint to have violated the Standards of Conduct.
4. Verified complaint means a written complaint meeting the content requirements of Section 2.60.525(b).

(Ord. No. 1-2024, § 3(Exh. A), 1-2-2024)

2.60.520 General provisions related to enforcement.

- A. The complainant shall not participate in the processing of the verified complaint except as a witness.
- B. Disqualification. The Mayor or a member of the Town Council shall disqualify him or herself from participating in any matter where that person is the Respondent.
- C. No Ex parte Communications. Neither Respondent nor complainant, or their representatives, may engage in ex parte communications with the Town Council, Board of Ethics, Hearing Body, or Hearing Officer on any matter pertaining to the verified complaint except as specifically provided by the Standards of Conduct. Correspondence or other general inquiries shall be directed only to the Town Attorney.
- D. The Town Attorney will serve as the advisor to the Board of Ethics. Where the Town Attorney is the Respondent in any verified complaint or is unable to participate due to a conflict of interest or a declaration of an appearance of impropriety, the Board of Ethics shall designate another person to serve as the Board's advisor.
- E. Members of the Board of Ethics shall be unbiased and neutral in their processing of the verified complaint. An appearance of impropriety does not arise solely from a professional relationship between a member of the Board of Ethics and the Respondent. However, if a member of the Board of Ethics is unable to remain unbiased and neutral or has a conflict of interest, this shall disqualify him or herself from participation in accordance with Section 2.60.410.
- F. General administrative meetings of the Board of Ethics will be held during a regular or special meeting of the Town Council. An informal administrative review or a formal hearing may be held on another date and time as set by the Board of Ethics. For all actions of the Board of Ethics, a majority of the members presently appointed to the Board of Ethics shall constitute a quorum, except that a member of the Board of Ethics who is the subject of a verified ethics complaint will not be counted for the purpose of determining a quorum at any Board of Ethics meeting that discusses such complaint. Unless otherwise provided by these Standards of

Conduct, a majority of the quorum that is both present and allowed to vote shall be required for any decision of the Board.

(Ord. No. 1-2024, § 3(Exh. A), 1-2-2024)

2.60.525 Filing a complaint.

A. Verified Ethics Complaint.

1. An ethics action is commenced by filing a formal written ethics complaint ("verified complaint") with the Town.
2. Any person, either individually or on behalf of an organization, may file a complaint with the Town.

B. Contents of the Verified Complaint. A verified complaint must set forth the following:

1. The name of the individual, either personally or on behalf of an organization, submitting the verified complaint, together with mailing address, telephone number and, if available, electronic mail address. A verified complaint may not be anonymously submitted.
2. The name of the person(s) alleged to have committed a violation of the Standards of Conduct.
3. A full description of the facts that are alleged to support a violation of the Standards of Conduct together with a specific citation to the Standards of Conduct alleged to be violated.
4. The specific provisions of the Standards of Conduct, including citation to the specific section, subsection, paragraph and subparagraph, alleged to have been violated.
5. The names of witnesses who have knowledge of such facts, together with information sufficient to contact the persons identified.
6. A signature of the person submitting the complaint with a verification stating the following:
"The undersigned hereby certifies or affirms that the information contained within this verified complaint is true to the best of my knowledge, information, and belief formed after reasonable reflection. I have not filed this verified complaint for the purpose of harassment or to falsely disparage the individual(s) claimed to have committed violations of the Monument Standards of Conduct."

C. Filing of the Verified Complaint. The complaint shall be deemed filed with the Town as of the date of receipt of the complaint by the Town Clerk, as outlined below.

1. Verified complaint is filed by delivery by mail or hand delivery to the Town Clerk.
2. Town Clerk disseminates the verified complaint to Town Council, Town Attorney, and any other parties whom Town Clerk deems appropriate.

D. A verified complaint is to be processed in the following manner:

1. Within five business days of the date filed with the Town, the Town Clerk shall cause to be mailed or otherwise delivered a copy of the verified complaint with a dated cover letter to the Respondent. The delivered verified complaint must include a copy of the Standards of Conduct.
2. The Respondent may submit a written explanation or response ("Answer") to the allegations within twenty-one (21) calendar days of the date on the cover letter. The Answer shall be submitted to the Town Clerk.
3. Within five business days of the date filed with the Town, the Town Clerk must deliver a copy of the verified complaint to all members of the Board of Ethics, the Town Manager, and the Town Attorney. Within three business days of receipt of the Answer, the Town Clerk will also deliver the Answer

received from Respondent to the Board of Ethics, the complainant, the Town Manager, and the Town Attorney.

(Ord. No. 1-2024, § 3(Exh. A), 1-2-2024)

2.60.530 Initial administrative review.

No sooner than thirty (30) calendar days following the date the complaint is filed with the Town, the Board of Ethics shall convene during a regular or special public meeting for a review of the verified complaint and Answer. The Board of Ethics shall meet in a regular or special meeting to perform this review and may meet in an executive session pursuant to Section 24-6-402, C.R.S. for the purposes of receiving legal advice related to the verified complaint. Based on the contents and allegations of the verified complaint and any Answer, the Board of Ethics may, make one or more of the following determinations:

- A. That the verified complaint alleges facts that may be sufficient to constitute a claim for violations of the Standards of Conduct.
- B. That a claim or claims stated in the verified complaint shall be dismissed without further action because:
 - 1. The Board has no jurisdiction over the individual(s) alleged to have violated the Standards of Conduct;
 - 2. The alleged violation, even if true, would not constitute a violation of these Standards of Conduct;
 - 3. The allegations of the verified complaint were previously asserted in another verified complaint and is already being considered or was resolved by the Board of Ethics;
 - 4. The complaint fails to include the information and statement required by Section 2.60.525.B.
 - 5. The alleged violation, even if true, is minor in nature and fails to justify the use of public resources to prosecute;
 - 6. The allegations of the verified complaint involve actions or events that occurred more than one year prior to the date of the filing of the verified complaint and, due to the passage of time and the likely unavailability of evidence, witnesses, and witnesses' recollections, prosecution of the verified complaint will not justify the use of public resources;
 - 7. The verified complaint is, on its face, frivolous, groundless, or brought for purposes of harassment;
 - 8. The alleged violation is unlikely to be proven by the required standard of preponderance of the evidence due to the evidence consisting of conflicting oral testimony and unverifiable statements;
 - 9. The person who is the subject of the verified complaint has admitted wrongdoing and made or committed to make sufficient redress or remedy satisfactory to the Board of Ethics;
 - 10. The matter has become or will become moot because the person who is the subject of the verified complaint is no longer a public servant or will no longer be a public servant prior to the conclusion of any consideration or investigation of the verified complaint's allegations;
 - 11. The person who is the subject of the verified complaint previously obtained an advisory opinion under Section 2.60.420 that identified the conduct as not being in violation of the Standards of Conduct;

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12. The Board of Ethics elected to refer the verified complaint to another agency, including, but not limited to, law enforcement, District Attorney, state or federal Attorney General, or Department of Justice, with jurisdiction over the allegations of the complaint and such referral will better serve the public interest; or
 13. Other reason based on legal principles in civil cases.

Dismissal of any claim and the reason for dismissal shall be made in writing and made available to the public. The Board of Ethics shall maintain continuing jurisdiction and authority to dismiss any allegations at any time.

(Ord. No. 1-2024, § 3(Exh. A), 1-2-2024)

2.60.535 Considerations of allegations.

Based on the initial administrative review, if the Board of Ethics determines the verified complaint alleges facts that may be sufficient to constitute violations of the Standards of Conduct, the Board of Ethics may direct that one or more of the following processes be initiated:

- A. Assignment to Investigation. Investigation may be warranted where there are serious and contested factual issues associated with ethical behavior that may be conclusively established through independent evidence review and the interview of witnesses.
- B. Informal Administrative Review. Informal administrative review may be appropriate to balance the need to resolve serious or important ethical allegations with the reasonable allocation of public funds. The informal administrative review process is intended as the more common procedure used in adjudicating ethical allegations.
- C. Formal Hearing. A formal hearing is for resolving serious and contested allegations of ethical behavior that necessitates the use of public funds to restore the public confidence in the Town's government and its public servants. Formal hearings shall be used when a complaint is alleging violations of Sections 2.60.240 (Discrimination and Harassment), 2.60.245 (Criminal Violations), 2.60.260 (Use of Public Office for Private Gain). The Board of Ethics is not prohibited from the use of a formal hearing when a complaint is received related to any other violation contained in the Standards of Conduct.

(Ord. No. 1-2024, § 3(Exh. A), 1-2-2024)

2.60.540 Investigation.

- A. Scope of Investigation. The Board of Ethics' referral for investigation must include the following:
 1. The person, firm, or agency assigned to perform the investigation;
 2. The scope and purpose of the investigation including the specific issues of importance to the Board of Ethics;
 3. A budget for the investigation;
 4. A timeline for completion of the investigation and delivery of any report or work product(s) of the investigation. The timeline may not exceed forty-five (45) days unless approved by the Board of Ethics;
 5. The Town staff member or contractor assigned to administer and oversee the investigator; and
 6. The Board of Ethics shall be authorized to enter into one or more contracts for the conduct of an investigation.

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- B. Confidential Work Product Investigation Report. If requested by the Board of Ethics, the appointed investigator must prepare a written report for the Board of Ethics. Such report is a confidential work product document and may not be subject to public disclosure as an inter-agency advisory or deliberative report assembled for the benefit of the Town Council, which expresses an opinion or is communicated for the purpose of assisting the Town Council in reaching a decision within the scope of the Council's authority. See Section 24-72-202(6.5), C.R.S.
 - C. Subpoena Power. The appointed investigator is authorized to prepare and serve an administrative subpoena in a form approved by the Town Attorney to compel an interview or to compel the production of evidence or documents. A party's failure to comply with a subpoena shall be noted in the investigator's report and the Board of Ethics may make reasonable inference from such failure as deemed appropriate by the Board of Ethics.
 - D. Upon conclusion of the investigation and production of the report, if requested, the investigator has no other role in the processing of a verified complaint other than as a witness.

(Ord. No. 1-2024, § 3(Exh. A), 1-2-2024)

2.60.545 Informal administrative review.

- A. Generally. An informal administrative review is intended to permit the Board of Ethics the opportunity to consider allegations of a verified complaint and use an expedited and cost-effective process to reach conclusions concerning allegations contained in a verified complaint. The informal administrative review process may be modified for any review without formally amending these Standards of Conduct at the Board's direction given the nature of the allegations.
- B. Notice. Notice of the date, time, place, and purpose of the informal administrative review hearing will be provided to the Respondent and the Complainant not less than twenty-one (21) days prior to the date of the hearing. Notice of the informal administrative review hearing may also be posted on the Town's website to advise those persons interested in the proceeding.
- C. The notice must also state the deadline for submission of affidavits or witness statements and any documentation supporting or refuting the allegations to the Board of Ethics. The Board of Ethics will not accept documentation after the submitted deadline. The notice must inform the parties that they may have in attendance at the administrative review hearing any persons available to respond to questions asked by the Board of Ethics provided, however, that no formal opportunity for testimony shall be scheduled.
- D. Administrative Review. At the designated time and place of the informal administrative review hearing, the Board of Ethics may consider timely submitted documentation related to the allegations in the verified complaint. The Board of Ethics may ask questions of individuals in attendance. No person shall have a right to present statements or testimony to the Board of Ethics and formal presentations are not required. Cross-examination is not permitted.
- E. At the conclusion of the informal administrative review, the Board of Ethics shall deliberate and reach conclusions as to whether the allegations of the verified complaint are established by a preponderance of evidence available to the Board. A majority vote of a quorum present shall be required for any decision made by the Board of Ethics. For those allegations that are established by a preponderance of evidence, the Board may impose one or more of the following penalties as approved by a majority of all members of the Board of Ethics:
 - 1. Oral or written reprimand delivered to the individual;
 - 2. Oral or written reprimand announced or read publicly during a meeting of the Town Council;

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3. Suspension or removal of the Respondent from any committee, board, liaison, or representative position of the Town;
 4. Payment of a monetary amount as restitution or reimbursement for all or a portion of actual damages incurred by the Town and/or another party damaged or harmed by the ethical violation of the Respondent, which amount shall not exceed the salary to be earned by the Respondent for their remaining term in office;
 5. Penalty of double the amount of the financial benefit obtained by the individual for a breach of the public trust for private gain; and/or
 6. Such penalty as deemed just and appropriate depending on the seriousness of the violation and the mitigating circumstances.

The Board of Ethics shall not issue a penalty involving suspension or removal from elected office following an informal administrative review.

(Ord. No. 1-2024, § 3(Exh. A), 1-2-2024)

2.60.550 Formal hearing.

- A. In the event that one or more allegations are not dismissed by the Board of Ethics, the Board of Ethics may direct that the matter proceeds to a formal hearing in accordance with the procedure set forth in this Section.
- B. Appointment of Ethics Prosecutor. Subject to contract approval by the Town Council, the Board of Ethics may appoint an attorney to serve as the Ethics Prosecutor of the verified complaint. The Ethics Prosecutor is authorized to perform in accordance with the provisions of this Section and a contract approved by the Town Council. Following the appointment of the Ethics Prosecutor, the name of the appointed Ethics Prosecutor will be hand delivered or mailed to the Respondent.
- C. Notice of formal hearing. A notice of formal hearing setting forth the alleged violations must be mailed to the Respondent and the Ethics Prosecutor. The notice of formal hearing will inform the Respondent that he or she may be represented by an attorney or other representative at his or her own cost. The notice will invite the Respondent to file an Answer to the allegations contained in the verified complaint, or to update any Answer previously filed pursuant to Section 2.60.525(d)(2), within twenty-one (21) calendar days of the date of the receipt of the notice. The received Answer will be mailed or delivered promptly to the Ethics Prosecutor.
- D. Appointment of Hearing Body and Chair or Hearing Officer. The Board of Ethics shall appoint one of the following to preside over and decide the alleged violation:
 1. A Hearing Officer; or
 2. A Hearing Body comprised of one of the following:
 - a. A three-person panel comprised of members of the Board of Ethics;
 - b. The Board of Ethics; or
 - c. An odd-numbered panel of residents of the Town (not to exceed seven selected at random from among persons expressing interest in serving as a Hearing Body for matters arising under the Standards of Conduct. The Board may select alternate members to be available if appointed members are later unavailable to participate.

The Hearing Body must designate a Chair. The Hearing Body Chair or the Hearing Officer shall be authorized to hear and decide pre-hearing matters and to function as Chair at the hearing. Following the Hearing Body or

Hearing Officer selection, notice of the name(s) of those persons appointed shall be mailed to the Respondent and the Ethics Prosecutor.

- E. Challenge of Hearing Officer, Hearing Body Members, or Ethics Prosecutor for Bias or Prejudice. The Respondent or complainant may challenge any appointed member of the Hearing Body, Hearing Officer, or the Ethics Prosecutor for bias or prejudice by submission of a written challenge containing the specific reasons for such challenge. A challenge must be made within seven business days of the date of notice of the appointment of the member of the Hearing Body, Hearing Officer, or Ethics Prosecutor; thereafter, no challenge shall be considered. The Board of Ethics shall consider all timely challenges and shall remove any appointed member or the Ethics Prosecutor upon a finding of reasonable bias or prejudice under Colorado law. The Board shall promptly appoint another member to fill the position of a removed person with notice of such appointment to the Respondent and complainant.
- F. Pre-hearing Matters.
1. Setting of Hearing Date. As a representative of the Hearing Body or Hearing Officer, the Town Attorney or a Board of Ethics appointed representative shall contact the Respondent and Ethics Prosecutor to set a date and place for the formal hearing taking into consideration the timeline for pre-hearing matters. A reasonable attempt will be made to accommodate the parties' schedules in selecting a hearing date. A notice of hearing will be mailed to the Hearing Body or Hearing Officer, the Respondent, the Ethics Prosecutor, and the Complainant. Rescheduling of the noticed date of formal hearing shall require approval of the Hearing Body or Hearing Officer.
 2. Pre-hearing Statements. The parties shall file their pre-hearing statements at least twenty-one (21) calendar days before the date of the formal hearing. The pre-hearing statements must list final witnesses (including a detailed summary of their offered testimony and the estimated time required for direct examination), final exhibits relevant to the issues being reviewed, and any agreed upon stipulations of the parties.

Evidence that was not disclosed timely by a party in a prehearing statement shall not be admissible at hearing absent a showing of good cause.
 3. Pre-hearing Conference. The Hearing Body Chair or Hearing Officer may choose to set a pre-hearing conference, at which time a schedule and hearing order may be adopted. Such hearing order shall include the exchange of proposed exhibits and witness lists. The Hearing Body Chair or Hearing Officer may determine any outstanding procedural or evidentiary issues at the pre-hearing conference.
 4. Subpoena Authorized. Subpoenas to compel the attendance of witnesses at hearing, whose testimony is determined by the Hearing Officer to be relevant and necessary to the proceeding, may be issued only by the Hearing Officer or Hearing Body upon the motion of either party and supported by an offer of proof as to the material facts that will be provided by the witness.
 - a. Subpoenas shall be served on the witness to whom it is directed in the same manner as subpoenas served in proceedings in the district courts for the State of Colorado pursuant to Colorado Rule of Civil Procedure (C.R.C.P.) 45. A subpoena for testimony at a hearing shall be served at least forty-eight (48) hours before the first day of hearing. Immediately following service of a subpoena, the party who requested the subpoena shall serve a copy of the return of service on all parties.
 - b. Any non-party or a representative thereof may move to quash or modify a subpoena. The Hearing Body Chair or the Hearing Officer in consultation with the Town Attorney or other representative assigned by the Board of Ethics to assist in the formal hearing process will decide the issues raised in the motion to quash.
 - c. If it is not feasible for a subpoenaed witness to appear at the hearing in person, upon motion the Hearing Officer or Hearing Body may require the witness to answer written interrogatories, to

appear at a deposition, or to testify remotely by telephone or other means. The Hearing Officer or Hearing Body shall require that the costs of such a deposition be paid by the party requesting the witness's testimony.

- d. Subpoenas issued pursuant to this Section may be enforced by the Municipal Court pursuant to Article 2, Chapter 2.36, Title 2 of the Town Code.

G. Hearing Process.

- 1. The Hearing Officer or the Hearing Body Chair shall conduct the hearing in as informal a manner as is consistent with a fair, efficient, and speedy presentation of the issues. The Hearing Body Chair or the Hearing Officer shall administer oaths or accept affirmations from witnesses and decide all points of order, procedure, and evidence unless overruled by the majority vote of the Hearing Body. Whether and how the Colorado Rules of Evidence are applied lies within the discretion of the Hearing Officer or Hearing Body.
- 2. Conduct of Hearing.
 - a. Any stipulated exhibits and facts shall be admitted into evidence at the beginning of hearing.
 - b. The party with the burden of proof shall proceed first and may call witnesses and seek the admission of evidence. The opposing party shall proceed second and may call witnesses and seek the admission of additional evidence. Witnesses may be called out of order as determined by the Hearing Officer or Hearing Body. The party with the burden of proof may present rebuttal evidence at the close of the opposing party's case.
 - c. The parties may present evidence and witnesses and may cross-examine the other party's witnesses.
 - i. Testimony shall be given under oath or affirmation.
 - ii. At the request of the opposing party, the Hearing Officer or Hearing Body may require an offer of proof before beginning the testimony of any witness to establish the witness's testimony is necessary to resolve the issues being reviewed.
 - iii. No witness shall be badgered, abused, insulted, or berated. The Hearing Officer or Hearing Body may cut short any examination being conducted in an unproductive or unprofessional manner. The Hearing Officer may examine that witness or direct the examiner to inquire only about topics germane to the resolution of the issues.
 - d. At the conclusion of the evidence, the parties may make closing arguments or, with the consent of the Hearing Body Chair or Hearing Officer, submit briefs or written summaries of their respective positions.

- H. Record of Hearing. An electronic or stenographic record of the hearing shall be made by the Town as the official record of proceedings and retained in the Office of the Town Clerk for two years after the matter is concluded. No other recording or record shall be made or recognized as official or accurate.

- I. Deliberation. As soon as practicable, the Hearing Body or Hearing Officer shall review the evidence and determine if the allegations in the Notice of Hearing have been proven by a preponderance of the evidence. The Hearing Body or Hearing Officer shall issue a written decision that includes findings of fact and application of the facts to the Standards of Conduct. Only members who have been present for the hearing may participate in the deliberations and contribute to the written opinion. Any findings and recommendations must be adopted by a two-thirds majority vote of a quorum of the Hearing Body present and voting. The Hearing Body or Hearing Officer shall dismiss any allegation or claim of the verified complaint if it determines the violation was not established by a preponderance of the evidence. The written decision of the Hearing Body or Hearing Officer shall be delivered to the Board of Ethics and scheduled for formal

acceptance and approval by the Board of Ethics at a public meeting. Such formal acceptance and approval shall require a two-thirds majority vote of a quorum of the Board of Ethics. The Board of Ethics shall mail a written copy of the Board's accepted and approved findings, conclusions, and order to the Respondent, complainant, and the Ethics Prosecutor.

- J. Available penalties. Following a formal hearing conducted in accordance with this Section and a finding of violation of one or more of the provisions of the Standards of Conduct, the Hearing Body or Hearing Officer may recommend any one or more of the following penalties:
1. Oral or written reprimand delivered to the individual;
 2. Oral or written reprimand announced or read publicly during a meeting of the Town Council;
 3. Leave from any committee, board, liaison, or representative position of the Town;
 4. Suspension or removal from any committee, board, liaison, or representative position of the Town;
 5. Prohibition against being eligible for any future appointment to a committee, board, liaison, or representative position of the Town (ineligibility for appointment as Mayor Pro Tem);
 6. Payment of a monetary amount as restitution or reimbursement for all or a portion of actual damages incurred by the Town or another party damaged or harmed by the ethical violation of the Respondent;
 7. Penalty of double the amount of the financial benefit obtained by the individual for a breach of the public trust for private gain; and/or
 8. Such penalty as deemed just and appropriate depending on the seriousness of the violation and the mitigating circumstances.
- K. Recommendations of Suspension or Removal. If the findings, conclusions, and order of the Hearing Body or Hearing Officer recommend suspension or removal of the Respondent from elected or appointed office or from an appointment as an officer of the Town, the Board of Ethics shall promptly consider such recommendation in a public meeting. Where the Respondent is the Mayor or a member of the Town Council, the Respondent shall be recused from participation due to a conflict of interest. Any decision by the Board of Ethics to suspend or remove a Respondent from public service shall require a unanimous vote of all Town Councilmembers present and voting, or as permitted by Town of Monument Charter, Section 2.11 - Removal from Office.
- L. Appeal. The Respondent or complainant may appeal any decision resulting from a formal hearing in accordance with C.R.C.P. 106(a)(4). For the purpose of appeal, the date of final decision shall be the date of hand delivery or certified mailing of the findings, conclusions, and order.

(Ord. No. 1-2024, § 3(Exh. A), 1-2-2024)

2.60.555 Enforcement of ethical violations committed by Employees.

The method and manner of enforcement of these Standards of Conduct for allegations made against Employees shall be subject to the discretion of the Town Manager who, pursuant to Monument Charter Section 7.3, is responsible for the supervision of Employees and the suspension, transfer, or termination of any Employee. When enforcing these Standards of Conduct for ethical allegations against Employees, the Town Manager may be guided by the purpose and intent of the enforcement section of the Standards of Conduct and its processes and procedures to effectuate a fair and effective result that instills confidence in the Employees. For the avoidance of doubt and with regard to Employees, the Town Manager is not required to enforce the Standards of Conduct and Employees are not subject to the enforcement mechanisms of Article 5 of these Standards of Conduct.

(Ord. No. 1-2024, § 3(Exh. A), 1-2-2024)

2.60.560 Removal from Office.

- A. The Mayor and any Councilmember may be removed from office through recall as provided in Section 5.1 of the Charter.
- B. The Town Council shall be authorized to remove any member of Town Council from office pursuant to Section 2.11 of the Charter subject to the following provisions:
 - 1. If the Mayor or any Councilmember fails to attend two or more regular Council meetings within a calendar year without prior notice, the Mayor or Councilmember may be removed by an affirmative vote of five members of the Town Council. If the Mayor or any Councilmember fails to attend four or more regular Council meetings within a calendar year, the Mayor or Councilmember may be removed by an affirmative vote of five members of the Town Council. No such removal shall be made without a charge in writing and an opportunity of hearing being given.
 - 2. If the Mayor or any Councilmember is censured twice during a term, the Mayor or Councilmember's position shall be deemed vacant at the next regular municipal election. The length of the term of the person elected as a result of the vacancy shall comply with Section 2.7(2)(b) of the Charter.
 - 3. For the purposes of this Subsection B, the Mayor or any Councilmember shall be deemed to have given "prior notice" of their absence from regular Council meetings if such notice is submitted to the Town Clerk via mail, hand delivery, email, text message or telephone call prior to the meeting. The Mayor or Councilmember shall confirm the Town's Clerk receipt of such prior notice no later than twenty-four (24) hours following such meeting. Such notice shall state the date of the meeting at which the Mayor or Councilmember expects to be absent and the reason for such absence. The Town Clerk shall note whether an absentee Mayor or Councilmember provided sufficient prior notice in the minutes for the meeting. In the absence of such notation, it shall be presumed that the Mayor's or subject Councilmember's absence was not excused.

(Ord. No. 1-2024, § 3(Exh. A), 1-2-2024)

Pikes Peak Regional Building Department	Sana Abbott- Primary; Steve King- Alternate
Pikes Peak Area Council of Governments	Mitch LaKind- Primary; Steve King- Alternate, Laura Kronick- Alternate alternate
PPACG Regional Advisory Council	Laura Kronick -Primary
Fountain Creek Watershed District	Jim Romanello- Primary
Monument/Fountain Legislative Committee	Mitch LaKind- Primary; Steve King- Alternate
Loop Water Authority	Marco Fiorito
ArtSites Committee	Marco Fiorito
2023-2024 CML Policy Committee	Ken Kimple- primary; Steve King- alternate
Loop Water Authority	Laura Kronick and Steve King
Comprehensive Plan and Impact Fee Committee*	Laura Kronick and Steve King

*short term committee assignment