MONUMENT TOWN COUNCIL

STUDY SESSION & REGULAR MEETING AGENDA

MONDAY, FEBRUARY 3, 2025 – 6:00 PM

Monument Town Hall - Council Chambers
645 Beacon Lite Road - Monument, CO 80132
Participate Via Microsoft Teams
Participate Via Telephone: 1(719)300-6099 Mtg. ID: 559 512 400#
Council Packet

1. Study Session Starting at 6:00 PM:

a. Code Enforcement - *(Chief Regan)*

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 - *(Bob Cole)*

b. Vote on Excluding Council Members With Potential Conflicts of Interest From Consideration, Discussion and Voting on Identified Matters - *(Bob Cole)*

4. Approval of the Consent Agenda:

a. Agenda - February 3, 2025

b. Meeting Minutes - January 21, 2025

c. Invoices Over $25K

5. Oath of Office:

a. Officer Corbiere, Officer Robinson, and Sergeant Rios - *(Chief Regan)*

6. Ordinances: *Public Hearing(s) Required*

a. 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 - *(Bob Cole)*

7. Resolutions:

a. PUBLIC HEARING on Resolution No. 09-2025 - A Resolution Approving a Final Plat for Woodmoor Placer Replat B Subdivision - *(Dan Ungerleider)*

b. PUBLIC HEARING on Resolution No. 10-2025 - A Resolution Approving a Final Plat for Falcon Commerce Center Park and Signage Final Plat - *(Dan Ungerleider)*

c. Resolution No. 11-2025 - A Resolution Authorizing an Agreement for Auditing Services for the Town of Monument With DMC Auditing and Consulting, LLC for the 2024 Fiscal Year Audit with Town's Sole Discretion to Extend Auditing Services for an Additional Two 1-Year Periods 2025 and 2026 - *(Jennifer Phillips)*

d. Resolution No. 12-2025 - A Resolution Approving an IGA Between CDOT and the Town of Monument for Highway 105 and North Bound Off-Ramp off I-25 - *(Thomas Tharnish)*

8. 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.*

9. Future Agenda Item Authorization:

10. Council Comments:

11. Executive Sessions:

a. Executive Session Pursuant to §24-6-402(4)(b), C.R.S. for a Conference with the Assistant Town Attorney and the Town's Water Attorney to Receive Legal Advice on Specific Legal Questions Regarding Water Supply; and Pursuant to §24-6-402(4)(e), C.R.S., to Determine Positions Relative to Matters That May Be Subject to Negotiation, Developing Strategy for Negotiations, and Instructing Negotiators Regarding Proposed Agreements with the Loop Water Authority and the Northern Delivery System - *(Bob Cole)*

12. Adjournment:

MONUMENT TOWN COUNCIL
REGULAR MEETING MINUTES
Tuesday January 21, 2025 – 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 Fiorito Councilmember Jim Romanello	Madeline VanDenHoek, Interim Town Manager Tina Erickson, Town Clerk Doug Stallworthy, Town Attorney Will Williams, Director of IT Thomas Tharnish, Director of Public Works Jennifer Phillips, Director of Finance Laura Hogan, Director of Administration Dan Ungerleider, Director of Planning
ATTENDED REMOTELY:	
ABSENT WITH PRIOR NOTICE:	
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.

- The Council took a short recess due to technical difficulties with audio.

3. **Approval of the Consent Agenda:**
   a. Agenda – January 21, 2025
   b. Meeting Minutes – January 6, 2025.
   c. Resolution No. 01-2025 – A Resolution for the Town Council to Approve the Purchase of Two (2) Chevrolet Tahoe Sport Utility Vehicles (SUV) and Once (1) Chevrolet Blazer SUV or the Monument Police Department.
   LaKind requested to move executive session b. regarding requirements for subdivision public improvements before resolutions, continue Fountain Creek Watershed Grant recognition and to continue Ordinance 03-2025 regarding adding section 18.03.395 and Amending Section 18.07.110 of the Monument Municipal Code to February 3rd the agenda Kronick moved to approve the agenda as modified. Romanello seconded the motion. Roll call vote was taken, and the motion passed 7 to 0.

4. **Recognition:**
   a. VanDenHoek presented the Employees of the Year 2024, James Schubauer and Joe Castellano.

5. **Ordinance(s):**

a. 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 Diverse Mix of Housing Options in Multifamily Projects.

6. Executive Session:

b. Romanello moved to enter executive session pursuant to 24-6-402 (4)(b) for a conference with the Town Attorney to receive legal advice on specific legal questions regarding requirements for subdivision public improvements. Abbott seconded the motion. Roll call vote was taken and the motion passed 7 to 0.
- The Council entered executive session at 6:44pm.
- The Council exited the executive session at 7:21pm.
- The Council resumed the regular meeting at 7:25pm.

7. Resolution(s):

a. Resolution No. 55-2024 – A Resolution Approving the Preliminary and Final Plat Subdivision for Jackson Creek North PMD Filing No 1. Ungerleider presented Resolution No. 55-2024 as included in the council packet. LaKind opened the public hearing, none were received. LaKind closed the public hearing. Romanello moved to approve Resolution No. 55-2024 with the condition that the land development permit be issued that, funding for Higby Road had been secured, and subject to legal review. Fiorito seconded the motion. Roll call vote was taken, King stated his concerns with traffic, catastrophe evacuation routes and future developments along Jackson Creek with potential evacuations, and the motion passed 7 to 0

b. Resolution No. 08-2025 – A Resolution Adopting 2025 Legislative Platform. Phillips presented Resolution No. 08-2025 as included in the council packet. Abbott moved to approve resolution No. 08-2025. Romanello seconded the motion. Roll call vote was taken, and the motion passed 7 to 0.

8. Public Comment for Items Not on the Agenda:

a. None received.

9. Future Agenda Item Authorization(s):

a. VanDenHoek asked to have a Study Session on February 3, 2025 and starting at 6:00pm for Code Enforcement processes.
b. PPRBD annual presentation February 18, 2025.
c. FHU Jackson Creek roadway design presentation on February 18, 2025.
d. Erickson asked to schedule mock meetings to practice using CivicClerk live meetings on February 18, 2025 at 5:30pm.
e. Erickson asked to schedule a fully remote mock meeting to practice using CivicClerk live meetings on February 25, 2025 at 3:00pm.

10. Council Comment(s):

a. Romanello gave a huge commendation to Commander Lupton for his achievement with completing the FBI Training.
b. Fiorito will be remote February 3, 2025, council meeting.
c. Kimple made comment on the Mister Mister carwash being lit up at night and homes are being washed out with lighting. Arlene’s Beans is holding the Heart of

Monument fundraiser on 1/22/24, Jarrito Loco is holding a Tri-Lakes fundraiser on 1/24/25.

d. Abbott asked about updates with Elite Cranes.
e. LaKind inquired about speed limit signs at Knollwood coming out of Monument Junction towards HWY 105. February 12th -March 2nd second will be remote, Mayor Pro Tem King will be present for meetings.

11. Executive Session:

a. Romanello moved to enter into executive session pursuant to 24-6-402 (4)(b) for a conference with the Town Attorney to receive legal advice concerning the procedures for municipal annexation and adjourn the regular meeting at conclusion of executive session. Abbott seconded the motion. Roll call vote was taken and the motion passed 7 to 0.
    - The Council took a 5-minute recess prior to executive session.
    - The Council entered executive session at 8:05pm.
    - The Council concluded executive session at 8:33pm.

12. Adjournment:

a. The Council adjourned the regular meeting prior to entering executive session at 7:58pm.

Respectfully Submitted,

____

Tina Erickson, Town Clerk

Statement of Account

Collins Cole Winn & Ulmer, PLLC
165 S. Union Blvd, Suite 785
Lakewood, CO 80228

Town of Monument
645 Beacon Lite Road
Monument, Colorado 80132

Date: 01/28/2025
Matter: Town of Monument-General-20028-0001

Responsible Attorney Split Attorney

Date	Activity	Due Date	Invoice Amount	Payments	Credit	Balance
Invoice #7132	Balance: $26,368.00					
01/28/2025	Invoice #7132	02/27/2025	$26,368.00			$26,368.00
Totals:			**$26,368.00**	**$0.00**	**$0.00**	**$26,368.00**

Matter: Town of Monument-Water-20028-0002

Responsible Attorney Robert Cole

Date	Activity	Due Date	Invoice Amount	Payments	Credit	Balance
Invoice #7132	Balance: $6,123.00					
01/28/2025	Invoice #7132	02/27/2025	$6,123.00			$6,123.00
Totals:			**$6,123.00**	**$0.00**	**$0.00**	**$6,123.00**

Matter: Town of Monument-PD-20028-0003

Responsible Attorney Robert Cole

Date	Activity	Due Date	Invoice Amount	Payments	Credit	Balance
Invoice #7132	Balance: $756.00					
01/28/2025	Invoice #7132	02/27/2025	$756.00			$756.00
Totals:			**$756.00**	**$0.00**	**$0.00**	**$756.00**

Matter: Town of Monument-Plannning-20028-0008

Responsible Attorney Robert Cole

Date	Activity	Due Date	Invoice Amount	Payments	Credit	Balance
Invoice #7132	Balance: $6,166.00					
01/28/2025	Invoice #7132	02/27/2025	$6,166.00			$6,166.00
Totals:			**$6,166.00**	**$0.00**	**$0.00**	**$6,166.00**
Totals for all Client Matters:			**$39,413.00**	**$0.00**	**$0.00**	**$39,413.00**

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 <u>or condominium</u>.

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 3rd day of February, 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
645 Beacon Lite Road
Monument, CO 80132

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

MEMORANDUM

TO: The Honorable Mayor and Town Council
FROM: Dan Ungerleider, AICP, Director of Planning
DATE: February 3, 2025
SUBJECT: PUBLIC HEARING on Resolution No. 09-2025 - A Resolution Approving the Final Plat for Woodmoor Placer Replat B

Overview. The Applicant, Mr. Brett Behnke of CSI Development Inc is seeking approval of a Final Plat known as Woodmoor Placer Replat B Subdivision, located at 17360 Jackson Creek Parkway, for the purpose of subdividing individual lots for sale and future development, dedicating public utility easements, dedicating private drainage easements, and creating private access that will support the individual lots (see Attachment 1 – Location, Zoning and Future Land Use Map.)

On December 11, 2024, the Planning Commission conducted a public hearing and approved Planning Commission Resolution No. 01-2024, a resolution approving the sketch plan for Woodmoor Placer Replat B [link] as provided for in Chapter 18 – Land Development Code, Article 2, Section 18.02.240.

On January 8, 2025, the Planning Commission conducted a public hearing for the Applicant's request to approve a Final Plat known as Woodmoor Placer, Replat B [link]. Consistent with the previously approved Sketch Plan, the Final Plat subdivides the 11.65-acre property, located north and adjacent to the Tri-Lakes YMCA, from one (1) lot to a six (6) lot commercial subdivision with a one (1) tract reserved for stormwater management. 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 in accordance with the aforementioned approved Sketch Plan.

At the conclusion of the hearing, the Planning Commission, by vote of 6 to 0, recommended **APPROVAL** of the Final Plat known as Woodmoor Placer Replat B Subdivision, subject to the Findings of Fact as outlined in the attached draft Resolution 09-2025 (Attachment 3 – Resolution No. 09-2025.)

Requested Action. A motion to **APPROVE** Resolution No. 09-2025 (Attachment 3), a resolution approving the Final Plat known as Woodmoor Placer Replat B Subdivision, located at 17360 Jackson Creek Parkway, supported by the following exhibits on file in the Monument Planning Department:

A. Legal Description.
B. Final Plat known as Woodmoor Placer Replat B Subdivision, prepared by LWA Land Surveying, Inc., dated 5/8/2024 [link].

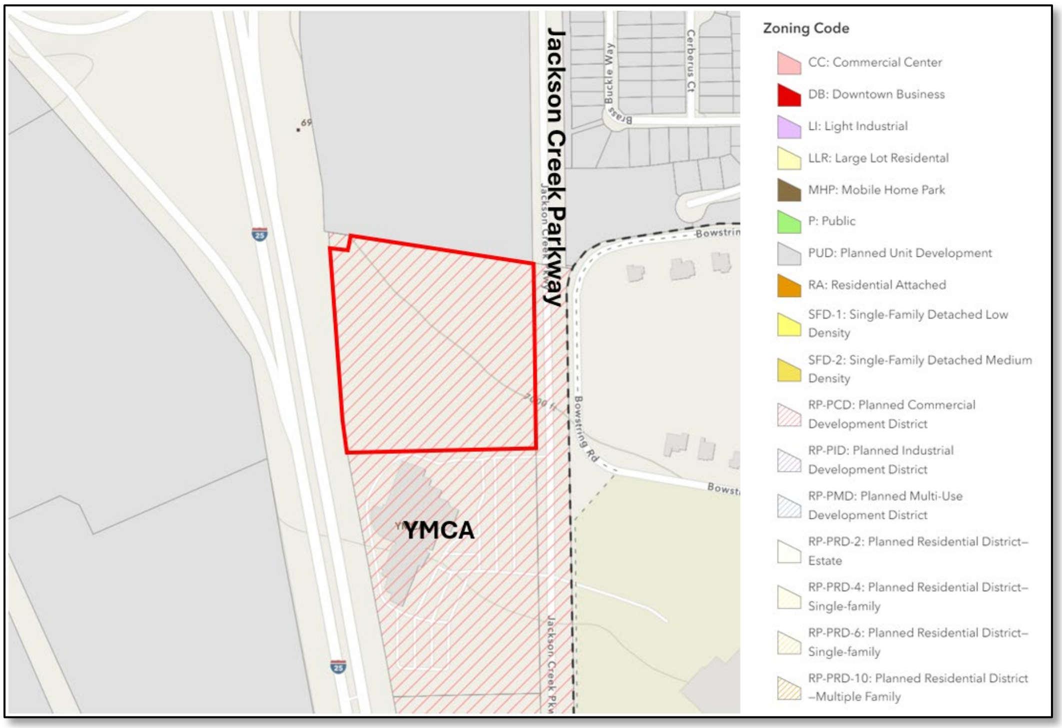
C. Preliminary Drainage Report, by WestWorks Engineering, dated 6/30/2024, provided by reference only [link].
D. Traffic Impact Study, by LSC Transportation Consultants, dated 8/30/2024, provided by reference only [link].
E. Project Narrative, by CSI Development, dated 8/28/2024 [link], provided by reference only [link]
F. Planning Commission Resolution No. 01-2024, a resolution approving a sketch plan for Woodmoor Placer Replat B, approved December 11, 2024, provided by reference only [link].
G. Planning Commission Findings of Fact, dated 1/8/2025 [Resolution 09-2025, Exhibit B].

Attachments

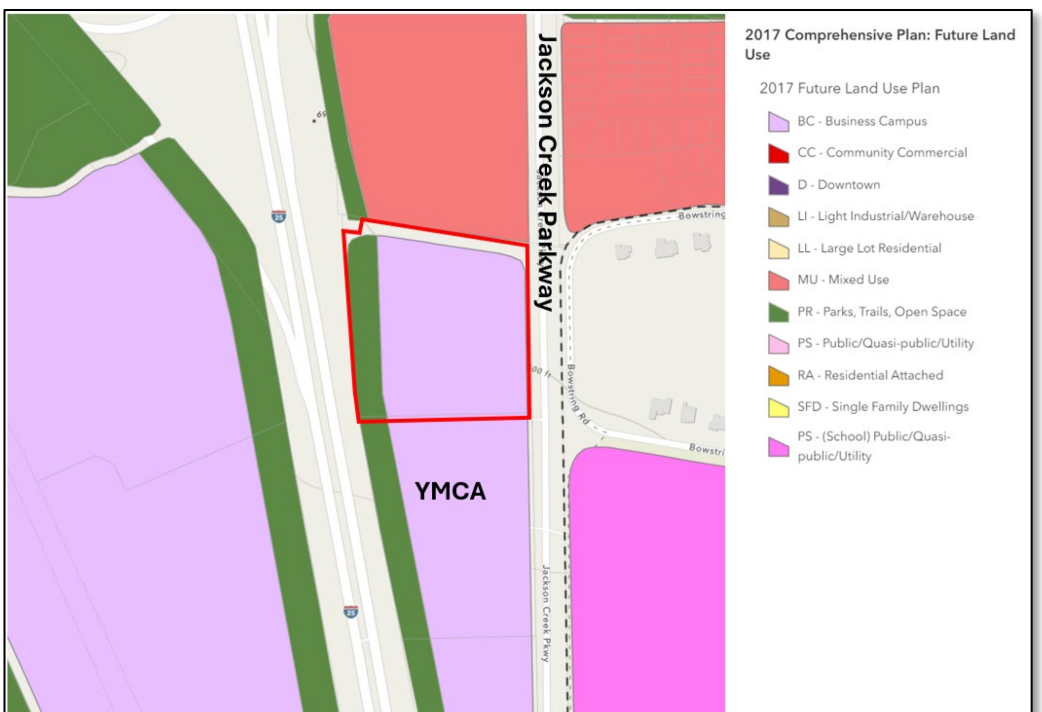
1. Location, Zoning and Future Land Use Maps
2. Planning Commission draft minutes, dated 1/8/2025
3. Resolution No. 09-2025, a resolution approving a Final Plat known as Woodmoor Placer Replat B, located at 17360 Jackson Creek Parkway.

ATTACHMENT 1
Location, Zoning and Future Land Use Maps

Location & Zoning Map



Future Land Use Map



ATTACHMENT 2

Planning Commission draft minutes, dated 12/11/2024

TOWN OF MONUMENT PLANNING COMMISSION - DRAFT
REGULAR MEETING
Wednesday January 8th, 2025
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: Commissioner Ray Egley Commissioner Cathy Green Commissioner Chad Smith Commissioner Corey Petersen Commissioner Donna Hatch	Rey Medina, Planner I Dan Ungerleider, Planning Director Doug Stallworthy (Town Attorney)
ATTENDED REMOTELY: Vice Chair Danny Ours	
ABSENT: Chair Martin Trujillo	

2. **Approval of Minutes/Agenda Modification**
   a. Move to approve the minutes from the December 11th, 2024, Planning Commission Meeting.
   Commissioner Smith motioned to approve the minutes; Commissioner Green seconded; passed 6-0

3. **Annual Vote for Planning Commission Chair and Vice-Chair**
   a. Chair Martin Trujillo
      i. Motion by Commissioner Egley, seconded by Ours (5-1)
   b. Vice-Chair Chad Smith
      i. Motion by Commissioner Egley, seconded by Ours (6-0)
4. **Hearing/Meeting Items**

   4a. PUBLIC HEARING: *Case No 2024-013-FP: a request for APPROVAL of a Final Plat known as Woodmoor Placer Replat B.*
      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) Egley – Why are you abiding by design standards placed by the Woodmoor improvement association? Applicant Response, Protective covenants were placed on the property when it was originally platted. Town Attorney further breaks down the protective covenants.
         b) Egley – Major concern over the traffic entering the property. Two stop lights potentially being within 300 feet of one another. Egley stated that he would only be comfortable voting yes if the property received a right in-right out at the entry.

c) Petersen – Discusses utilities and ROW concerns with Staff and Applicant.
d) Petersen – Voices an opinion believing a comparison made earlier by commissioner Egley may not be a perfect 1 to 1 example. Further discussion regarding traffic concerns.
e) Green – Reiterates a prior comment to staff regarding the zoning of the Regency Park Overlay District. Despite being a PUD zone district, Town Code sets the uses and regulations as if the location was straight zoned. "When you do your site plan review, can you ensure the architecture is similar to that of the existing YMCA."
f) Ours – Traffic concerns, when the lights are operative, will there be a time when the lights are not signaled to match one another? The applicant responds by explaining the traffic signal phasing and scheduling will be as in unison as possible.
g) Smith – Is the study for this intersection based on a 2-lane road or 4-lane? Applicant responds with a 4-lane road, if the road remains 2 lanes, they'll have to investigate the plan again.
h) Egley – Did you ever consider a traffic circle? Applicant response, the roundabout wouldn't be effective.
i) Egley – before his vote, requests that staff look closely at site plan review to consider traffic safety.
j) Ours – similar traffic concerns before voting.

i. Commissioner Green made a motion:

a) Motion: "I make a motion to recommend **APPROVAL** of the applicant's request to approve the *Final Plat known as Woodmoor Placer Replat B*, based upon the Findings of Fact attached hereto as Exhibit 4 in the Staff Report."
b) Commissioner Hatch seconded the motion; motion passed (6-0).

4b. PUBLIC HEARING: *Case No 2024-015-FP: A request for APPROVAL of a Final Plat known as Falcon Commerce Center Park and Signage.*

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) Egley – Why is El Paso County listed as the owner of Terrazzo Drive? Response: error made in staff report.

ii. Commissioner Egley made a motion:

a) Motion: "I make A motion to make a recommendation to recommend **APPROVAL** of the *Final Plat known as Falcon Commerce Center Park and Signage*, based upon the Findings of Fact attached hereto as Exhibit 4 in the Staff Report."
b) Commissioner Ours seconded the motion; motion passed (6-0).

4c. PUBLIC HEARING: *Case No. 2025-001-SK: A request for Sketch Plan Review **Approval** for Conexus Lot 2, a proposed residential subdivision and component of the Conexus PUD.*

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:

iii. Commissioner Egley made a motion:

c) Motion: "I make A motion to **Continue** the Applicant's Sketch Plan for *Conexus Lot 2, a proposed residential subdivision and component of the Conexus PUD, due to the applicant's request to continue.*
d) Vice-Chair Smith seconded the motion; motion passed (6-0).

5. **Other Topics:**

a. Green voices her concern that Planning Commission minutes do not adequately stress the concerns made by commissioners during the voting of projects.
b. Town Staff: Comprehensive Plan update and Stormwater Management Plan update for the Planning Commission. Town Staff will put together a full calendar for Commissioners to be aware of.

6. **Adjournment:** Chair Smith moved to adjourn the meeting/hearing of the Planning Commission at 7:42 pm.

Next Planning Commission Meeting: February 12th, 2025.

ATTACHMENT 3

Resolution 09-2025, a resolution approving a Final Plat known as Woodmoor Placer Replat B, located at 17360 Jackson Creek Parkway.

(Cover Page, Intentionally Blank)

TOWN OF MONUMENT
RESOLUTION NO. 09-2025

A RESOLUTION APPROVING A FINAL PLAT FOR WOODMOOR PLACER REPLAT B SUBDIVISION

WHEREAS, Robert Oldach of Jackson Creek Land Company LLC (the "Applicant"), has applied for Final Plat of the property (the "Property") known as Woodmoor Placer Replat B, at 17360 Jackson Creek Parkway and legally described as follows:

> A REPLAT OF LOT 1, WOODMOOR PLACER REPLAT A, A PART OF THE NORTH HALF OF SECTION 23, TOWNSHIP SOUTH, RANGE 67 WEST OF THE 6^{TH} P.M. TOWN OF MONUMENT, EL PASO COUNTY, COLORADO.

WHEREAS, the Monument Planning Commission conducted a public hearing on this application on January 8, 2025, and made a recommendation for APPROVAL by a vote of 6-0;

WHEREAS, the Monument Town Council received the Planning Commission's recommendation and conducted a public hearing on February 3, 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 Woodmoor Placer Replat B, consisting of approximately 11.65 acres, located at 17360 Jackson Creek Parkway. The Town Council approves the Final Plat known as Woodmoor Placer Replat B Subdivision, attached hereto as Exhibit A, and supported by the following Exhibits C through E on file in the Town of Monument Planning Department:

Exhibit A. Final Plat known as Woodmoor Placer Replat B Subdivision, prepared by LWA Land Surveying, Inc., dated 5/8/2024.

Exhibit B. Planning Commission Findings of Fact, dated 12/11/2024

Exhibit C. Preliminary Drainage Report, by WestWorks Engineering, dated 6/30/2024, on file in the Monument Planning Department.

Exhibit D. Traffic Impact Study, by LSC Transportation Consultants, dated 8/30/2024, on file in the Monument Planning Department.

Exhibit E. Project Narrative, by CSI Development, dated 8/28/2024, on file in the Monument Planning Department.

Section 3. Effective Date. This Resolution shall become effective and be in full force and effect immediately upon approval.

Section 4. 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 3rd day of February 2025, by a vote of ___ for and ____against.

TOWN OF MONUMENT

____
Mitch LaKind, Mayor

ATTEST:

____
Tina Erickson, Town Clerk

EXHIBIT A

Final Plat known as Woodmoor Placer Replat B Subdivision

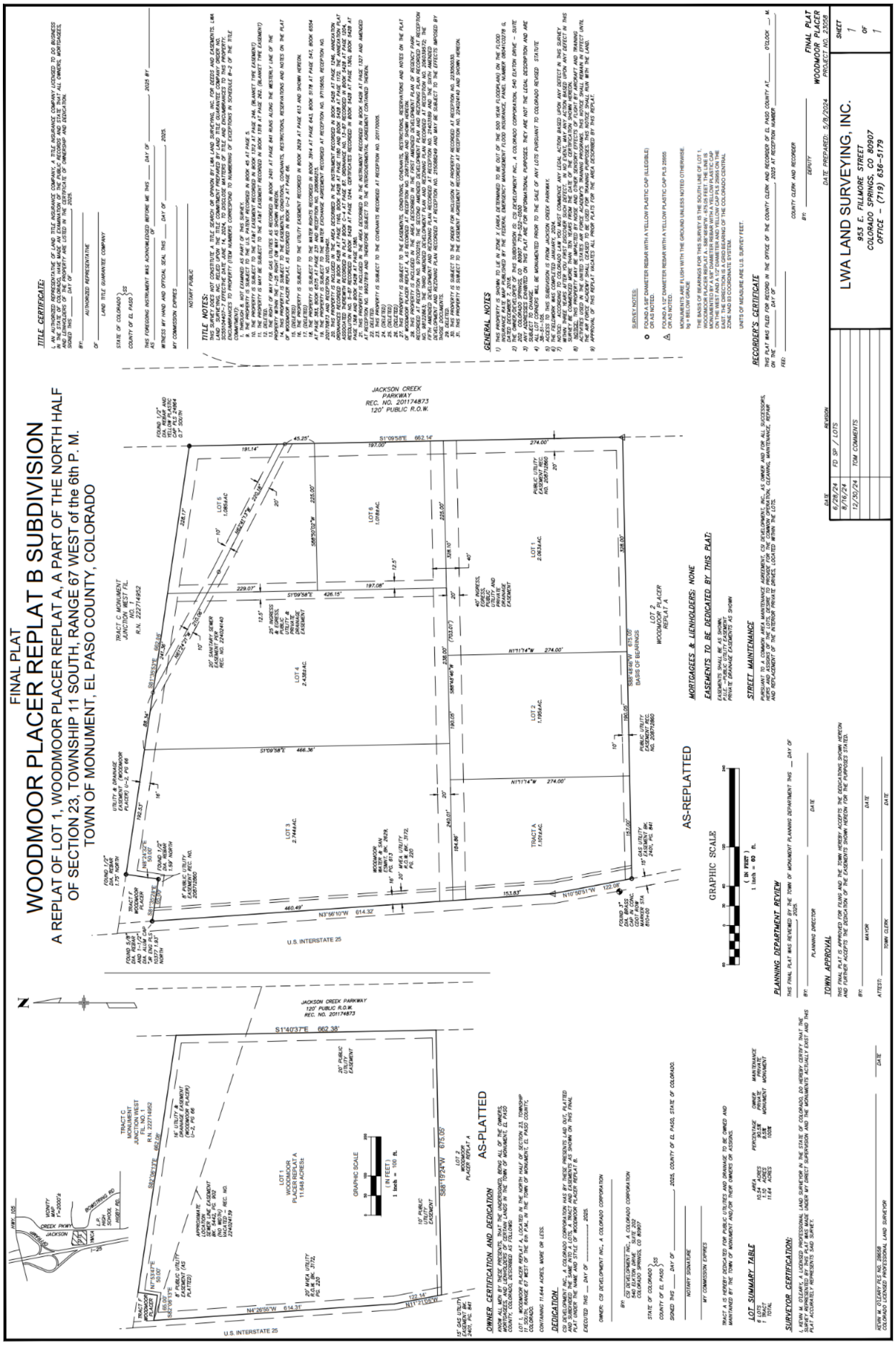


EXHIBIT B
Findings of Fact

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. A sufficient supply of water is available and sufficient water rights have been dedicated to the Town or applicable district, in conformance with the applicable district's water standards.
7. The owners and/or developers of the property will bear the cost of improvements which benefit the land being developed and pay their fair share of any community improvements and/or facilities.
8. 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;
9. 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; and
10. The plat design provides for the preservation and conservation of significant stands of vegetation.

Exhibits included by reference only:

Exhibit C.	Preliminary Drainage Report, by WestWorks Engineering, dated 6/30/2024, on file in the Monument Planning Department.
Exhibit D.	Traffic Impact Study, by LSC Transportation Consultants, dated 8/30/2024, on file in the Monument Planning Department.
Exhibit E.	Project Narrative, by CSI Development, dated 8/28/2024, on file in the Monument Planning Department.

TOWN OF MONUMENT
645 Beacon Lite Road
Monument, CO 80132

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

MEMORANDUM

TO: The Honorable Mayor and Town Council
Madeline VanDenHoek, Interim Town Manager
FROM: Dan Ungerleider, AICP, Director of Planning
DATE: February 3, 2025
SUBJECT: PUBLIC HEARING on Resolution No. 10-2025 - A Resolution Approving the Falcon Commerce Center Park and Signage Final Plat

---

Overview. The Applicant, Mr. Tom Blunk of Forest Lakes, LLC, is seeking approval of the Final Plat known as Falcon Commerce Center Park and Signage Final Plat for the 1.911-acre park tract and 0.034-acre sign tract located in the Falcon Commerce Center (see Attachment A – Location, Zoning and Future Land Use Map, and Attachment B – Falcon Commerce Center Park and Signage Final Plat.) The applicant is seeking approval of a Final Plat so that they may take two tracts of land and transfer ownership from Forest Lakes, LLC to the Forest Lakes Metropolitan District.

On January 8, 2025, the Planning Commission conducted a public hearing for the Applicant's request to approve a Final Plat known as Falcon Commerce Center Park and Signage Final Plat. 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 to be consistent with the Town's Comprehensive Plan, Town's Development Code, the Falcon Commerce Center Phase 1 Preliminary PUD (Ordinance No 24-2020) and Falcon Commerce Center Phase 2 Final PUD (Ordinance No. 06-2024).

At the conclusion of the hearing, the Planning Commission, by vote of 6 to 0, recommended **APPROVAL** of the Final Plat known as Falcon Commerce Center Park and Signage Final Plat, subject to the Findings of Fact as outlined in the attached draft Resolution No. 10-2025.

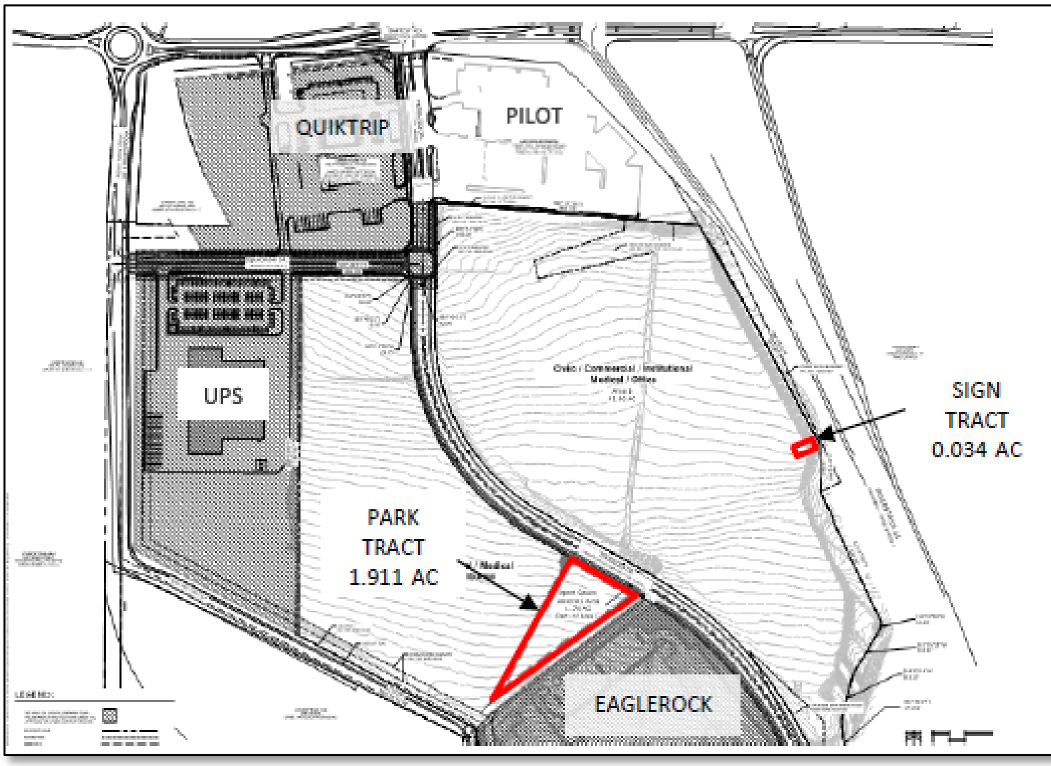
Requested Action. A motion to **APPROVE** Resolution No. 10-2025 (Attachment 3), A Resolution approving the Final Plat known as Falcon Commerce Center Park and Signage Final Plat.

Attachments:

1. Location, Zoning and Future Land Use Maps
2. Planning Commission draft minutes, dated 1/8/2024
3. Resolution 10-2025, A Resolution approving a Final Plat known as Falcon Commerce Center Park and Signage Final Plat.

ATTACHMENT 1
Location, Zoning and Future Land Use Maps

Location Map



Future Land Use Map

ATTACHMENT 2

Planning Commission draft minutes, dated 1/8/2025

TOWN OF MONUMENT PLANNING COMMISSION - DRAFT
REGULAR MEETING
Wednesday January 8th, 2025
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: Commissioner Ray Egley Commissioner Cathy Green Commissioner Chad Smith Commissioner Corey Petersen Commissioner Donna Hatch	Rey Medina, Planner I Dan Ungerleider, Planning Director Doug Stallworthy (Town Attorney)
ATTENDED REMOTELY: Vice Chair Danny Ours	
ABSENT: Chair Martin Trujillo	

2. **Approval of Minutes/Agenda Modification**
   a. Move to approve the minutes from the December 11th, 2024, Planning Commission Meeting.
   Commissioner Smith motioned to approve the minutes; Commissioner Green seconded; passed 6-0

3. **Annual Vote for Planning Commission Chair and Vice-Chair**
   a. Chair Martin Trujillo
      i. Motion by Commissioner Egley, seconded by Ours (5-1)
   b. Vice-Chair Chad Smith
      i. Motion by Commissioner Egley, seconded by Ours (6-0)
4. **Hearing/Meeting Items**

   4a. PUBLIC HEARING: *Case No 2024-013-FP: a request for APPROVAL of a Final Plat known as Woodmoor Placer Replat B.*
      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) Egley – Why are you abiding by design standards placed by the Woodmoor improvement association? Applicant Response, Protective covenants were placed on the property when it was originally platted. Town Attorney further breaks down the protective covenants.
         b) Egley – Major concern over the traffic entering the property. Two stop lights potentially being within 300 feet of one another. Egley stated that he would only be comfortable voting yes if the property received a right in-right out at the entry.

c) Petersen – Discusses utilities and ROW concerns with Staff and Applicant.
d) Petersen – Voices an opinion believing a comparison made earlier by commissioner Egley may not be a perfect 1 to 1 example. Further discussion regarding traffic concerns.
e) Green – Reiterates a prior comment to staff regarding the zoning of the Regency Park Overlay District. Despite being a PUD zone district, Town Code sets the uses and regulations as if the location was straight zoned. "When you do your site plan review, can you ensure the architecture is similar to that of the existing YMCA."
f) Ours – Traffic concerns, when the lights are operative, will there be a time when the lights are not signaled to match one another? The applicant responds by explaining the traffic signal phasing and scheduling will be as in unison as possible.
g) Smith – Is the study for this intersection based on a 2-lane road or 4-lane? Applicant responds with a 4-lane road, if the road remains 2 lanes, they'll have to investigate the plan again.
h) Egley – Did you ever consider a traffic circle? Applicant response, the roundabout wouldn't be effective.
i) Egley – before his vote, requests that staff look closely at site plan review to consider traffic safety.
j) Ours – similar traffic concerns before voting.

i. Commissioner Green made a motion:

a) Motion: "I make a motion to recommend **APPROVAL** of the applicant's request to approve the *Final Plat known as Woodmoor Placer Replat B*, based upon the Findings of Fact attached hereto as Exhibit 4 in the Staff Report."
b) Commissioner Hatch seconded the motion; motion passed (6-0).

4b. PUBLIC HEARING: *Case No 2024-015-FP: A request for APPROVAL of a Final Plat known as Falcon Commerce Center Park and Signage.*

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) Egley – Why is El Paso County listed as the owner of Terrazzo Drive? Response: error made in staff report.

ii. Commissioner Egley made a motion:

a) Motion: "I make A motion to make a recommendation to recommend **APPROVAL** of the *Final Plat known as Falcon Commerce Center Park and Signage*, based upon the Findings of Fact attached hereto as Exhibit 4 in the Staff Report."
b) Commissioner Ours seconded the motion; motion passed (6-0).

4c. PUBLIC HEARING: *Case No. 2025-001-SK: A request for Sketch Plan Review* ***Approval*** *for Conexus Lot 2, a proposed residential subdivision and component of the Conexus PUD.*

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:

iii. Commissioner Egley made a motion:

c) Motion: "I make A motion to **Continue** the Applicant's Sketch Plan for *Conexus Lot 2, a proposed residential subdivision and component of the Conexus PUD, due to the applicant's request to continue.*
d) Vice-Chair Smith seconded the motion; motion passed (6-0).

5. **Other Topics:**

a. Green voices her concern that Planning Commission minutes do not adequately stress the concerns made by commissioners during the voting of projects.
b. Town Staff: Comprehensive Plan update and Stormwater Management Plan update for the Planning Commission. Town Staff will put together a full calendar for Commissioners to be aware of.

6. **Adjournment:** Chair Smith moved to adjourn the meeting/hearing of the Planning Commission at 7:42 pm.

Next Planning Commission Meeting: February 12th, 2025.

ATTACHMENT 3

Resolution 09-2025, a resolution approving a Final Plat known as Falcon Commerce Center Park and Signage Final Plat.

(Cover Page, Intentionally Blank)

TOWN OF MONUMENT
RESOLUTION NO. 10-2025

A RESOLUTION APPROVING A FINAL PLAT FOR FALCON COMMERCE CENTER PARK AND SIGNAGE FINAL PLAT

WHEREAS, Tom Blunk of Forest Lakes, LLC (the "Applicant"), has applied for Final Plat of the property (the "Property") known as Falcon Commerce Center Park and Signage Final Plat legally described attached hereto as Exhibit A.

WHEREAS, the Monument Planning Commission conducted a public hearing on this application on January 8, 2025, and made a recommendation for APPROVAL by a vote of 6-0;

WHEREAS, the Monument Town Council received the Planning Commission's recommendation and conducted a public hearing on February 3, 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 Park and Signage Final Plat. The Town Council approves the Final Plat known as Falcon Commerce Center Park and Signage Final Plat, attached hereto as Exhibit B, and supported by the Findings of Fact, attached hereto as Exhibit C.

Section 3. **Effective Date.** This Resolution shall become effective and be in full force and effect immediately upon approval.

Section 4. **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 3rd day of February 2025, by a vote of ___ for and ____against.

(signatures on following page)

TOWN OF MONUMENT

____
Mitch LaKind, Mayor

ATTEST:

____
Tina Erickson, Town Clerk

EXHIBIT A

LEGAL DESCRIPTION:

TRACT A:

A TRACT OF LAND BEING A PORTION OF 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: THAT COURSE ON THE NORTHERLY LINE OF TRACT A, FALCON COMMERCE CENTER FILING NO. 2, AS RECORDED UNDER RECEPTION NUMBER 222715027, RECORDS OF EL PASO COUNTY, COLORADO, THAT IS PLATTED TO BEAR S52°52'28"W, A DISTANCE OF 691.75 FEET, BEING MONUMENTED ON EACH END BY A NO. 5 REBAR AND YELLOW PLASTIC CAP STAMPED "EDWARD-JAMES PLS 33196" FOUND A GROUND LEVEL.

COMMENCING AT THE MOST NORTHERLY CORNER OF TRACT A, FALCON COMMERCE CENTER FILING NO. 2, AS RECORDED UNDER RECEPTION NUMBER 222715027, RECORDS OF EL PASO COUNTY, COLORADO, SAID POINT BEING THE POINT OF BEGINNING; THENCE S52°52'28"W, ON THE NORTHERLY LINE OF SAID TRACT A, A DISTANCE OF 632.72 FEET; THENCE N37°07'32"W A DISTANCE OF 9.76 FEET; THENCE N27°40'07"E A DISTANCE OF 576.20 FEET TO A POINT ON THE WESTERLY RIGHT-OF-LINE OF TERRAZZO DRIVE AS PLATTED IN SAID FALCON COMMERCE CENTER FILING NO. 2; THENCE S60°42'33"E ON SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 278.40 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 83,263 SQUARE FEET OR 1.911 ACRES

TRACT B:

A TRACT OF LAND BEING A PORTION OF 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 EAST LINE OF TERRAZZO DRIVE AS PLATTED IN FALCON COMMERCE CENTER FILING NO. 1, RECORDED UNDER RECEPTION NUMBER 220714637 RECORDS OF EL PASO COUNTY, PLATTED AS BEARING S00°10'39"W, A DISTANCE OF 319.69 FEET, BEING MONUMENTED AT EACH END BY A NO. 5 REBAR AND YELLOW PLASTIC CAP STAMPED "EDWARD-JAMES PLS 33196".

COMMENCING AT THE NORTHEAST CORNER OF TERRAZZO DRIVE AS PLATTED IN FALCON COMMERCE CENTER FILING NO. 1, RECORDED UNDER RECEPTION NUMBER 220714637 RECORDS OF EL PASO COUNTY, COLORADO; THENCE S85°12'25"E ON THE SOUTHERLY BOUNDARY LINE OF LOT 1, PILOT TRAVEL CENTER FILING NO. 1, AS RECORDED UNDER RECEPTION NUMBER 217714044, A DISTANCE OF 988.73 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 25, AS DESCRIBED IN THE DOCUMENT RECORDED IN BOOK 1959 AT PAGE 742 AND REFERENCED IN THE LAND SURVEY PLAT RECORDED UNDER RECEPTION NUMBER 217900186, THENCE ON SAID RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES:

1. S32°13'25"E A DISTANCE OF 125.45 FEET;
2. S28°23'02"E A DISTANCE OF 778.53 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING S28°23'02"E ON SAID RIGHT-OF-WAY LINE A DISTANCE OF 30.00 FEET; THENCE S61°36'58"W A DISTANCE OF 50.00 FEET; THENCE N28°23'02"W A DISTANCE OF 30.00 FEET; THENCE N61°36'58"E A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 1,500 SQUARE FEET OR 0.034 ACRES.

EXHIBIT B

Final Plat known as Falcon Commerce Center Park and Signage Final Plat

FALCON COMMERCE CENTER PARK AND SIGNAGE

FINAL PLAT

A PORTION OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF MONUMENT, COUNTY OF EL PASO, STATE OF COLORADO

VICINITY MAP
NOT TO SCALE

KNOW ALL MEN BY THESE PRESENTS:

THAT FOREST LAKES, LLC A COLORADO LIMITED LIABILITY COMPANY, BEING THE OWNER OF THE FOLLOWING DESCRIBED TRACTS OF LAND, TO WIT:

LEGAL DESCRIPTION:

TRACT A:

A TRACT OF LAND BEING A PORTION OF 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: THAT COURSE ON THE NORTHERLY LINE OF TRACT A, FALCON COMMERCE CENTER FILING NO. 2, AS RECORDED UNDER RECEPTION NUMBER 222715027, RECORDS OF EL PASO COUNTY, COLORADO, THAT IS PLATTED TO BEAR S52°52'28"W, A DISTANCE OF 691.75 FEET, BEING MONUMENTED ON EACH END BY A NO. 5 REBAR AND YELLOW PLASTIC CAP STAMPED "EDWARD-JAMES PLS 33196" FOUND A GROUND LEVEL.

COMMENCING AT THE MOST NORTHERLY CORNER OF TRACT A, FALCON COMMERCE CENTER FILING NO. 2, AS RECORDED UNDER RECEPTION NUMBER 222715027, RECORDS OF EL PASO COUNTY, COLORADO, SAID POINT BEING THE POINT OF BEGINNING; THENCE S52°52'28"W, ON THE NORTHERLY LINE OF SAID TRACT A, A DISTANCE OF 632.72 FEET; THENCE N37°07'32"W A DISTANCE OF 9.76 FEET; THENCE N27°40'07"E A DISTANCE OF 576.20 FEET TO A POINT ON THE WESTERLY RIGHT-OF-LINE OF TERRAZZO DRIVE AS PLATTED IN SAID FALCON COMMERCE CENTER FILING NO. 2; THENCE S60°42'33"E ON SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 278.40 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 83,263 SQUARE FEET OR 1.911 ACRES

TRACT B:

A TRACT OF LAND BEING A PORTION OF 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 EAST LINE OF TERRAZZO DRIVE AS PLATTED IN FALCON COMMERCE CENTER FILING NO. 1, RECORDED UNDER RECEPTION NUMBER 220714637 RECORDS OF EL PASO COUNTY, PLATTED AS BEARING S00°10'39"W, A DISTANCE OF 319.69 FEET, BEING MONUMENTED AT EACH END BY A NO. 5 REBAR AND YELLOW PLASTIC CAP STAMPED "EDWARD-JAMES PLS 33196".

COMMENCING AT THE NORTHEAST CORNER OF TERRAZZO DRIVE AS PLATTED IN FALCON COMMERCE CENTER FILING NO. 1, RECORDED UNDER RECEPTION NUMBER 220714637 RECORDS OF EL PASO COUNTY, COLORADO; THENCE S85°12'25"E ON THE SOUTHERLY BOUNDARY LINE OF LOT 1, PILOT TRAVEL CENTER FILING NO. 1, AS RECORDED UNDER RECEPTION NUMBER 217714044, A DISTANCE OF 988.73 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 25, AS DESCRIBED IN THE DOCUMENT RECORDED IN BOOK 1969 AT PAGE 742 AND REFERENCED IN THE LAND SURVEY PLAT RECORDED UNDER RECEPTION NUMBER 217900186, THENCE ON SAID RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES:

1. S32°13'25"E A DISTANCE OF 125.45 FEET;
2. S28°23'02"E A DISTANCE OF 778.53 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING S28°23'02"E ON SAID RIGHT-OF-WAY LINE A DISTANCE OF 30.00 FEET; THENCE S61°36'58"W A DISTANCE OF 50.00 FEET; THENCE N28°23'02"W A DISTANCE OF 30.00 FEET; THENCE N61°36'58"E A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 1,500 SQUARE FEET OR 0.034 ACRES.

DEDICATION:

THE UNDERSIGNED OWNER HAS CAUSED SAID TRACTS OF LAND TO BE PLATTED INTO TRACTS AS SHOWN ON THIS PLAT, UNDER THE NAME AND SUBDIVISION OF FALCON COMMERCE CENTER PARK AND SIGNAGE.

OWNER:

THE AFOREMENTIONED, FOREST LAKES, LLC A COLORADO LIMITED LIABILITY COMPANY, BY DANIEL L. DICKINSON, MANAGER OF CHILLICOTHE PROPERTIES, LLC, A DELAWARE LIMITED LIABILITY COMPANY, SOLE MEMBER OF FOREST LAKES, LLC, HAS EXECUTED THIS DOCUMENT ON THIS ______ DAY OF ________________, 20____ A.D.

____
DANIEL L. DICKINSON
MANAGER OF CHILLICOTHE PROPERTIES, LLC, A DELAWARE LIMITED LIABILITY COMPANY
SOLE MEMBER OF FOREST LAKES, LLC A COLORADO LIMITED LIABILITY COMPANY

NOTARIAL:

STATE OF MISSOURI)
) SS
COUNTY OF JACKSON)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ______ DAY OF ________________,20______
DANIEL L. DICKINSON AS MANAGER OF CHILLICOTHE PROPERTIES, LLC, A DELAWARE LIMITED LIABILITY COMPANY AS SOLE MEMBER OF FOREST LAKES, LLC A COLORADO LIMITED LIABILITY COMPANY.
WITNESS MY HAND AND OFFICIAL SEAL;

MY COMMISSION EXPIRES: ____________ ______________________________
NOTARY PUBLIC

ACCEPTANCE CERTIFICATE FOR TRACTS:

THE DEDICATION OF TRACTS A AND B ARE HEREBY ACCEPTED OF OWNERSHIP AND MAINTENANCE BY THE FOREST LAKES METROPOLITAN DISTRICT.

BY______________________________

______________________________,FOREST LAKES METROPOLITAN DISTRICT

NOTARIAL:

STATE OF COLORADO)
) SS
COUNTY OF EL PASO)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ______ DAY OF ________________,20______
______________________________OF, FOREST LAKES METROPOLITAN DISTRICT

WITNESS MY HAND AND OFFICIAL SEAL:
MY COMMISSION EXPIRES: ____________ ______________________________
NOTARY PUBLIC

GENERAL NOTES:

1. THE DATE OF PREPARATION IS OCTOBER 15, 2024.
2. FLOODPLAIN STATEMENT: THIS PROPERTY IS NOT LOCATED WITHIN A DESIGNATED FLOODPLAIN AS DETERMINED BY FEMA PER FIRM PANEL 08041CO0286G, EFFECTIVE DATE DECEMBER 7, 2018.
3. THIS PLAT, FALCON COMMERCE CENTER PARK AND SIGNAGE, IS SUBJECT TO THE DECLARATIONS OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS RECORDED UNDER RECEPTION NUMBER 217105250 ON AUGUST 31, 2017, RECORDS OF EL PASO COUNTY, COLORADO.
4. THIS PLAT DOES NOT CONSTITUTE A TITLE SEARCH BY EDWARD-JAMES SURVEYING, INC. TO: DETERMINE OWNERSHIP OF THESE TRACTS, VERIFY THE DESCRIPTION SHOWN, VERIFY THE COMPATIBILITY OF THIS DESCRIPTION WITH THAT OF ADJACENT TRACTS, OR VERIFY EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHT-OF-WAY, OR TITLE OF RECORD, EDWARD-JAMES SURVEYING, INC. RELIED UPON POLICY NUMBER SC55098191.1-5, PREPARED BY LAND TITLE GUARANTEE COMPANY WITH AN EFFECTIVE DATE OF DECEMBER 12, 2024 AT 5:00 P.M.
5. NOTICE; THIS PROPERTY MAY BE IMPACTED BY NOISE AND OTHER SIMILAR SENSORY EFFECTS OF FLIGHT CAUSED BY AIRCRAFT BOTH IN THE UNITED STATES AIR FORCE ACADEMY'S AIRMANSHIP PROGRAM AND DURING SPECIAL EVENTS. THIS NOTICE SHALL REMAIN IN EFFECT UNTIL THE AIR FORCE ACADEMY SHALL CEASE TO BE USED FOR FLIGHT TRAINING PURPOSES, OR UNTIL ALL AIRPORTS ON THE AIR FORCE ACADEMY SHALL CEASE TO BE ACTIVELY USED. THIS NOTICE SHALL RUN WITH THE LAND.
6. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS, OR DEFACES ANY PUBLIC LAND SURVEY MONUMENTS OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
7. THE LINEAL UNIT OF MEASURE IS THE U.S. SURVEY FOOT.

PLAT NOTES:

1. ALL PROPERTY WITHIN THIS SUBDIVISION IS INCLUDED WITHIN THE SERVICE AREA OF FOREST LAKES METROPOLITAN DISTRICT AND WITHIN THE BOUNDARIES OF PINON PINES METROPOLITAN DISTRICT NO. 3.
2. TRACTS A AND B WILL BE OWNED AND MAINTAINED BY FOREST LAKES METROPOLITAN DISTRICT OR PINON PINES METROPOLITAN DISTRICT #3. TRACT A FOR THE USE OF A PARK SITE, TRACT B FOR THE USE OF A SIGN.

NOTICE:

ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

SURVEYOR'S STATEMENT:

I, JONATHAN W. TESSIN, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS PLAT HAS BEEN PREPARED UNDER MY DIRECTION IN ACCORDANCE WITH THE COLORADO REVISED STATUTES, AS AMENDED, AND THAT THIS PLAT DOES ACCURATELY SHOW THE DESCRIBED TRACTS OF LAND AND THE SUBDIVISION THEREOF, AND THAT THE REQUIREMENTS OF TITLE 38 OF THE COLORADO REVISED STATUTES, 1973 AS AMENDED, HAVE BEEN MET TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DRAFT
JONATHAN W. TESSIN, PROFESSIONAL LAND SURVEYOR
COLORADO P.L.S. NO. 33196
FOR AND ON BEHALF OF EDWARD-JAMES SURVEYING, INC.

PLANNING DEPARTMENT REVIEW:

THIS PLAT WAS REVIEWED BY THE TOWN OF MONUMENT PLANNING DEPARTMENT THIS ____DAY OF ______________ 20___.

______________________________ ______________
PLANNING DIRECTOR DATE

TOWN APPROVAL:

THIS PLAT IS APPROVED FOR FILING AND THE TOWN HEREBY ACCEPTS THE DEDICATION SHOWN HEREON.

______________________________ ______________
MAYOR DATE

ATTEST:

______________________________ ______________
TOWN CLERK DATE

RECORDING:

STATE OF COLORADO)
) SS
COUNTY OF EL PASO)

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE AT

___ O'CLOCK ___M., THIS ______ DAY OF____________________, 20___A.D., AND

IS DULY RECORDED UNDER RECEPTION NUMBER ______________________ OF THE

RECORDS OF EL PASO COUNTY, COLORADO.

______________________________ STEVE SCHLEIKER, RECORDER

FEE: ______________________________

BY: ______________________________ SURCHARGE ____________
DEPUTY

APPLICANT: FOREST LAKES, LLC, A COLORADO LIMITED LIABILITY COMPANY

SURVEYOR: EDWARD-JAMES SURVEYING, INC, 926 ELKTON DRIVE, COLORADO SPRINGS, CO 80907

NO.	REVISIONS DESCRIPTION	DATE

EDWARD-JAMES SURVEYING, INC.
926 Elkton Drive
Colorado Springs, CO 80907
Office: (719) 576-1216
Fax: (719) 576-1206
4732 Eagleridge Circle
Pueblo, CO 81008
Office: (719) 545-6240
Fax: (719) 545-6247

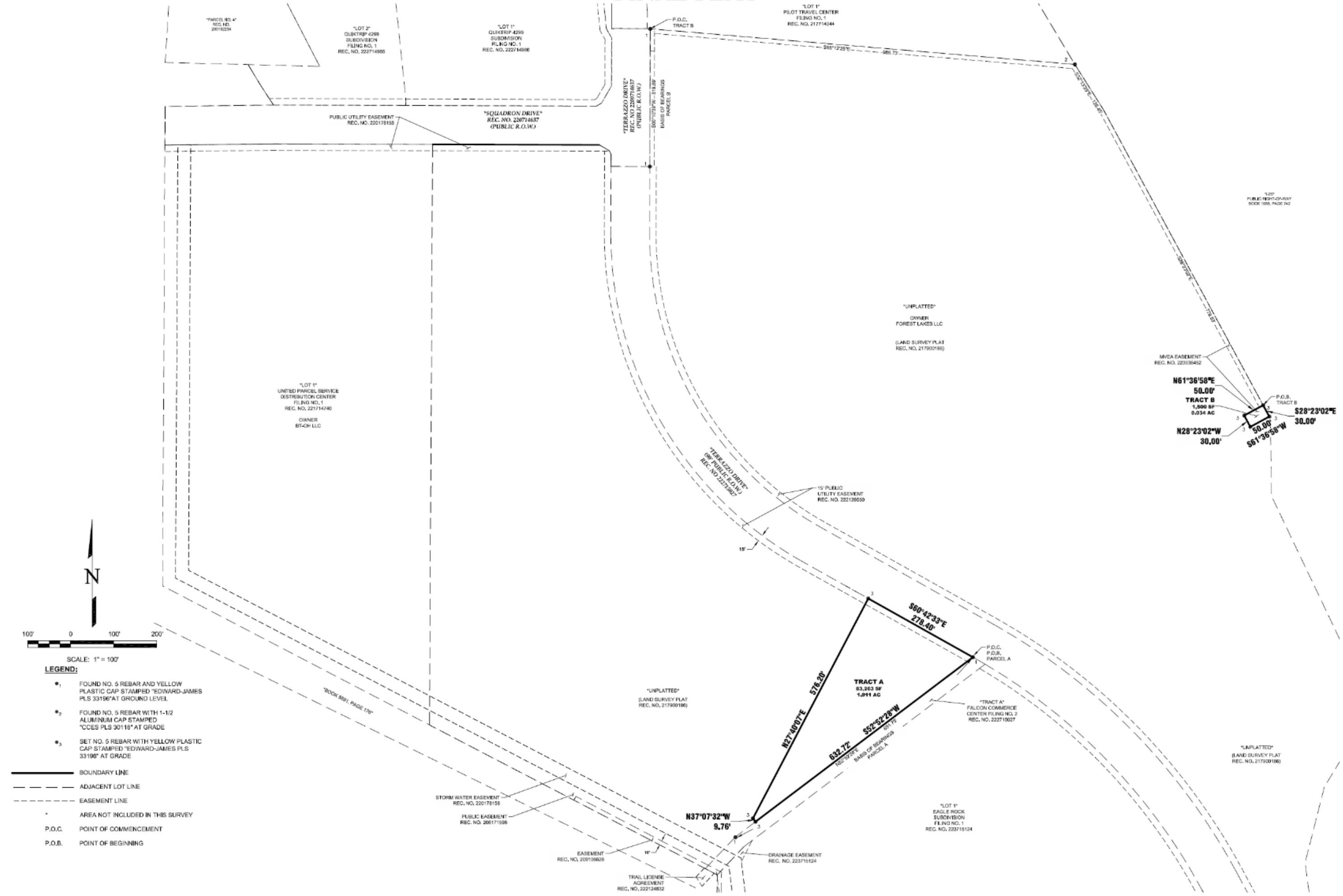
FALCON COMMERCE CENTER PARK AND SIGNAGE
FINAL PLAT

A PORTION OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF MONUMENT, COUNTY OF EL PASO, STATE OF COLORADO

DRAWN BY	JWT
CHECKED BY	ERF
H-SCALE	N/A
JOB NO.	2067-12
DATE CREATED	10/15/24
DATE ISSUED	DRAFT
SHEET NO	1 OF 2

FALCON COMMERCE CENTER PARK AND SIGNAGE

FINAL PLAT



NO.	REVISIONS DESCRIPTION	DATE

EDWARD-JAMES SURVEYING, INC.

926 Elkton Drive
Colorado Springs, CO 80907
Office: (719) 576-1216
Fax: (719) 576-1206

4732 Eagleridge Circle
Pueblo, CO 81008
Office: (719) 545-6240
Fax: (719) 545-6247

FALCON COMMERCE CENTER PARK AND SIGNAGE

FINAL PLAT

A PORTION OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF MONUMENT, COUNTY OF EL PASO, STATE OF COLORADO

DRAWN BY	JWT
CHECKED BY	ERF
H-SCALE	1" = 100'
JOB NO.	2067-12
DATE CREATED	10/15/24
DATE ISSUED	DRAFT
SHEET NO.	2 OF 2

EXHIBIT C
Findings of Fact

1. The proposed Final Plat does not establish the ultimate use of the property and its conformance with the Comprehensive Plan; Parks, Trails, and Open Space Plan; and other plans adopted by the Town from time to time as required in 18.02.260.C - Review and Approval Criteria for a Final Plat.
2. Falcon Commerce Phase 2 Park PUD has been reviewed and approved. The proposed Final Plat does not affect compatibility with adjacent properties as required in 18.02.260.C - Review and Approval Criteria for a Final Plat.
3. The proposed Final Plat does not affect future development patterns or affect adequate light, air parks, open space, and other places for public uses as required in 18.02.260.C - Review and Approval Criteria for a Final Plat.
4. The proposed Final Plat effectively proves sufficient capacity of services through the planned unit development for Falcon Commerce Center Phase 2 Park, approved earlier this year.
5. Any possible or proposed improvements have already been implemented at the PUD approval of the park.
6. The proposed Final Plat does not contain tracts of land that may provide cause for concern regarding fire, flood, geologic hazards, etc., as required in 18.02.260.C - Review and Approval Criteria for a Final Plat.
7. The proposed Final Plat does not contain tracts of land that may provide for the future preservation and conservation of significant stands of vegetation as required in 18.02.260.C - Review and Approval Criteria for a Final Plat.
8. Development of the property was completed through approval of Ordinance 06-2024: Final PUD for Falcon Commerce Center Phase 2 Park. Development is complete and platting is being completed for the transfer of land.
9. Development of the property was completed through approval of Ordinance 06-2024: Final PUD for Falcon Commerce Center Phase 2 Park.

MEMORANDUM

TO: Mayor and Council Members
FROM: Jennifer Phillips, Finance Director
DATE: February 3, 2025
RE: Professional Services Agreement with DMC Auditing and Consulting, LLC, for Auditing Services

---

BACKGROUND: CRS 29-1-606 requires that an audit of the Town's records be completed, and the audit report thereon submitted by the auditor to the Town within six months after the close of the fiscal year

Monument Municipal Code Title 3 – Revenue and Finance, Chapter 3.04 Fiscal Provisions Generally, Section 3.04.070 Annual Audit states that the Town Council shall select a certified public accountant experienced in municipal accounting as auditor and cause to be made for an annual audit of the financial affairs and transactions of the Town in accordance with the requirements of the Charter and state. The Town Council must engage a new auditor every three years who may not be the same person or entity or have had any business or employee relationship with the auditor who has provided auditing services to the Town within the preceding six years.

DISCUSSION:

On November 18, 2024, staff issued a Request for Proposals (RFP) for Auditing Services. By December 20, 2024, the proposal submission due date, the Town received five proposals. On January 13, 2025, three members of the Finance Department along with two Town Council Members met to discuss and select, for recommendation to the full Town Council, a new audit firm for the Town. Based on pre-established criteria, DMC Auditing and Consulting, LLC was ranked as the top proposal. On January 16, Finance Department staff met with DMC Auditing and Consulting, LLC representatives to further discuss their proposal. Following that meeting, it was determined that DMC Auditing and Consulting, LLC is qualified and able to provide the services requested in the Town's RFP.

The professional services agreement, Exhibit A of the proposed resolution, includes DMC Auditing and Consulting, LLC's proposal, which provides the scope of services and information on the auditor's team who will perform the audit. The agreement provides for a not-to-exceed cost of services in the amount of $16,800 for Year 1 (2024 audit). At the Town's sole discretion, the agreement may be extended for up to two additional years, with Year 2 at the not-to-exceed cost of $17,976 and Year 3 at $19,234. In addition, the proposal includes the not-to-exceed cost of $3,500 to conduct a single audit, which is required for federal funds over $750,000.

RECOMMENDATION:

Motion to Approve Resolution __-2025, a resolution approving the professional services agreement for auditing services between the Town of Monument and DMC Auditing and Consulting, LLC.

TOWN OF MONUMENT
645 Beacon Lite Road
Monument, CO 80132

FINANCE DEPARTMENT
719-463-8114
www.townofmonument.org

**PROFESSIONAL SERVICES AGREEMENT FOR
ANNUAL AUDITING SERVICES
BETWEEN**

**TOWN OF MONUMENT
and
DMC AUDITING AND CONSULTING LLC**

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 **DMC AUDITING AND CONSULTING LLC**, ("Contractor"), whose mailing address is P.O Box 200006 Denver, CO 80220. 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 February 3rd, 2025, and completed no later than June 30th, 2025. Any modifications to such deadlines must be agreed upon in writing by the Parties prior to the applicable deadline. The Town retains sole discretion to extend the agreement with the auditor to audit the Town's financial statements for an additional two 1-year periods to align with the charter

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 of sixteen thousand right hundred Dollars ($16,800.00) for contract year 2024. With the Town's sole discretion to extend for option years 2025 and 2026 for the amount seventeen thousand nine hundred seventy-six ($17,976.00) and nineteen thousand two hundred and thirty-four (19,234.00). 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 (Steve Murray) 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 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, and employees, 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. <u>Intentionally Deleted</u>.

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: ______________________
Signature: ______________________

CONTRACTOR:

NAME OF CONTRACTOR

By: DMC Auditing and Consulting, LLC
Name: Dmitriy Chernyak
Title: Partner
Date: 1/27/2025
Signature: Dmitriy Chernyak, CPA

EXHIBIT A
SCOPE OF SERVICES AND COMPENSATION

See DMC Auditing and Consulting submitted proposal to the Town of Monument (Attachment)

DMC
AUDITING AND CONSULTING, LLC
(720) 422-1352
DCHERNYAK@DMCCPAS.NET

January 22, 2025

Honorable Mayor and Members of the Town Council
Town of Monument, Colorado
645 Beacon Lite Road
Monument, Colorado 80132

We are pleased to confirm our understanding of the services we will provide for Town of Monument (the Town) for the year ended December 31, 2024.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information, and the related notes to the financial statements, which collectively comprise the basic financial statements of the Town, as of and for the year ended December 31, 2024.

Accounting principles generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Town's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context.

As part of our engagement, we will apply certain limited procedures to the Town's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by accounting principles generally accepted in the United States of America and will be subjected to certain limited procedures, but will not be audited:

- Management's Discussion and Analysis
- Budgetary Comparison Schedules (General Fund and major Special Revenue Funds)
- Notes to the Required Supplementary Information
- Supplementary Pension Information

We have also been engaged to report on supplementary information other than RSI that accompanies the Town's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements.

- Combining and Individual Nonmajor Fund Financial Statements
- Schedule of Expenditures of Federal Awards, if necessary
- Local Highway Finance Report

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee.

Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement and they may bill you for responding to this inquiry.

Our audit of the financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Controls

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, Government Auditing Standards, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Town's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the Town's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit.

The purpose of these procedures will be to express an opinion on Town's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements and related notes to the financial statements of the Town in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is responsible for preparing and providing the information necessary to prepare the financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review in January 2025 or prior.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

With regard to publishing the financial statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations and schedules we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the Town; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of DMC Auditing and Consulting, LLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the requesting agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of DMC Auditing and Consulting, LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Town. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Dmitriy Chernyak, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit approximately during Spring 2025. Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed $16,800. Any required single audits will incur an additional fee of $3,500 per federal compliance audit (Single Audit). Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter, and our fees will be adjusted accordingly with Town approval of any additional costs.

Dropbox is used solely to transmit data and is not intended to store the Town's information. The Town is responsible for downloading any deliverables and other records from the Dropbox that it wishes to retain for its own records at the completion of the engagement. For multi-year engagements, such downloading should occur annually.

Reporting

We will issue written reports upon completion of our audit. Our reports will be addressed to the Honorable Mayor and the Members of the Town Council. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue reports, or withdrawing from the engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to Town of Monument, Colorado and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the letter and return it to us.

Response

This letter correctly sets forth the understanding of the Town of Monument, Colorado.

By____

Title____

Date____

TOWN OF MONUMENT, COLORADO

PROPOSAL FOR PROFESSIONAL AUDITING SERVICES

FOR THE FISCAL YEAR ENDING DECEMBER 31, 2024

PROPOSED BY:

DMC AUDITING AND CONSULTING, LLC

DMITRIY CHERNYAK, CPA
720-422-1352
BAILEY, CO 80421
dchernyak@dmccpas.net

December 20, 2024

Town of Monument, Colorado
645 Beacon Lite Road
Monument, Colorado 80132

Honorable Mayor and Town Council, Laurie Young, Steve Murray, Jennifer Phillips, and the Selection Committee:

DMC Auditing and Consulting, LLC is pleased to submit a proposal for audit services to the Town of Monument, Colorado (the "Town") for the year ending December 31, 2024, and additional years. We are proposing to provide audit services in accordance with auditing standards generally accepted in the United States of America (GAAS), as set forth by the American Institute of Certified Public Accountants and, if necessary, the standards for financial audits set forth in the U.S. General Accounting Office's *Government Auditing Standards*.

We will issue an independent auditor's report on the Town's financial statements and, if required, issue a similar report on the *Government Auditing Standards* (Yellow Book), and compliance audit under the Uniform Guidance and the Single Audit Act of 1984, as amended 1996, as of and for the year ending December 31, 2024. We will present a governance communications letter to management and the Mayor and the Town Council after the audit is completed. If necessary, we will present any issues and findings to management in a timely manner. Our goal is to perform the audit services, communicate effectively, and establish an audit and client relationship with management, staff, and the Mayor and the Town Council.

The professionals at DMC Auditing and Consulting, LLC understand the importance of a timely and quality audit service that is provided at a fair price. We also believe in serving our clients. We feel that our clients should receive more than just an audit opinion and be a resource for our clients year-round. Our goal is to help our clients achieve compliance with GASBs, federal grants, and other compliance requirements without compromising our independence.

Our staff have special experience with municipalities. Our firm partners and some of our staff have worked in the finance department at large cities, counties, and other government organizations. We have a great understanding on the resources and processes necessary to run a town. This allows us to understand town operations and the transactions behind the operations in great detail, which would allow us to complete the audit and test the compliance requirements smoothly as well as provide guidance to you, if needed.

We are a licensed Colorado CPA firm – license number FRM.5000708. Our firm specializes in audits and consulting for counties, cities, school districts, and local governments in the State of Colorado. Our partner, manager, and staff are experts in governmental accounting standards (GASB), Single Audit Act, Uniform Guidance, and Governmental Auditing Standards (Yellow Book) among others. Our firm partner, audit manager, and staff have many years of experience auditing cities and various types of local governments in the State of Colorado. Dmitriy Chernyak, Firm Partner, and David Gallagher, Senior Audit Manager, are CPAs in the State of Colorado and have been auditing local governments in the State of Colorado for over a decade. Our staff are trained and focused on performing audits, and we are members of the AICPA and the Colorado Society of CPAs.

DMC Auditing and Consulting, LLC is a professional CPA firm. Dmitriy Chernyak, Firm Partner, and David Gallagher, Audit Manager, are CPAs in the State of Colorado. Our firm is a member of the AICPA and the GAQC (Governmental Audit Quality Center). The firm partner and staff have over 30 years of local government audit and accounting experience in the State of Colorado. We have extensive knowledge of GASB and other accounting requirements.

We believe that our firm is large enough to provide the necessary high-quality audit services and financial statement preparation. However, we are small enough to recognize the Town's needs and provide that one-on-one attention during and after the audit. We pride ourselves on providing strong communication and keeping our clients informed of our progress as well as any issues we discover.

Dmitriy Chernyak, CPA

Dmitriy Chernyak, CPA
Firm Partner
145 Bristlecone Circle
Bailey, CO 80421
Phone: 720-422-1352
Email: dchernyak@dmccpas.net

GENERAL REQUIREMENTS

INDEPENDENCE

DMC Auditing and Consulting, LLC is fully independent from Town of Monument, Colorado (the "Town") and all of its component units in all matters, whether in fact or in appearance. Our firm does not have any relationships, whether personal or professional, with the Town, any of its component units, or personnel. We have not performed any work for the Town in the past five years.

LICENSED TO PRACTICE IN THE STATE OF COLORADO

The firm of DMC Auditing and Consulting, LLC is a licensed CPA firm in the State of Colorado – license number FRM.5000708. Dmitriy Chernyak, Partner / Owner, and David J. Gallagher, Audit Manager, listed in this proposal are licensed to practice public accounting in the State of Colorado. Dmitriy Chernyak's active CPA license number in the State of Colorado is 29527.

FIRM INFORMATION AND QUALIFICATIONS

DMC Auditing and Consulting, LLC is a boutique firm that specializes in providing quality audit and consulting services for local governments in the State of Colorado, including cities, counties, towns, school districts, charter schools, other types of local governments, and nonprofit organizations. Our firm separates itself from other firms by establishing a trusted relationship with our clients and by providing expertise in local government auditing and accounting. We provide professional audit services, establish effective communication, implement efficient processes, and offer professional guidance to generate a positive audit experience for our clients. As a result of our size and efficient operations, we are able to maintain reasonable fees for our clients.

DMC Auditing and Consulting, LLC consists of the firm Partner/Owner, Dmitriy Chernyak, and Audit Senior Manager, David J. Gallagher, who are Colorado-licensed CPAs and professionals with expertise in auditing and accounting for local governments. Our firm has a senior audit manager, an audit manager, two senior auditors, and five staff auditors that specialize in governmental audits. Collectively, we have over 30 years of auditing and accounting experience with local governments in the State of Colorado. We are specialists in governmental audits, financial statement preparation, governmental accounting standards board (GASB) pronouncements, Single Audits, and compliance audits. In addition, we work with specialists for certain areas of higher risk, including an information technology specialist. These specialists are experts in their area, address high-risk assertions, and offer our clients added value in unique areas and a comprehensive audit, which is something other firms may not provide. Our management and staff have expert knowledge of the constantly changing GAAP, GASB, GAAS, Yellow Book, FASB, Uniform Guidance, and certain IRS requirements to provide our clients with comprehensive and knowledgeable audit services through years of working for CPA firms in the State of Colorado.

In addition, our staff have worked in the local government side in management roles, such as accounting manager and finance director, at various local governments, including cities and counties. This distinctively separates us from other auditors and gives us a unique understanding of our clients and the challenges that our clients face. We are members of the national AICPA, Government Audit Quality Center (GAQC), and Colorado Society of CPAs.

We are uniquely able to stay up to date with developments within the Colorado Revised Statutes (C.R.S.) and local government and nonprofit industries to assist our clients with technical issues throughout the year. In addition, as part of our services, we will be available throughout the year to provide guidance to the Town on new accounting pronouncements and best practices.

We understand that timing in meeting requested audit timelines and deadlines is especially important to all of our clients. Therefore, we will collaborate with your staff to provide a quality and timely audit on or before the Town's preferred deadline, prior to GFOA's deadline for the Certificate of Achievement for Excellence in Financial Reporting. We plan to complete the audit fieldwork based on coordination with Town's Finance Department and when the accounting records are ready and available for audit.

ORGANIZATIONAL STRUCTURE

We consist of a partner, senior audit manager, audit manager, and five experienced and professional staff focused on providing exceptional audit services for local governments, including cities, counties, school districts, charter schools, other types of local governments, and nonprofit organizations in the State of Colorado. Our firm's office is located at 145 Bristlecone Circle, Bailey, Colorado 80421. However, majority of the work is performed remotely by our staff.

The firm is large enough to have the experience and resources available to provide excellent service to our clients and small enough to provide the personal service and partner access that is rarely available from larger firms. The staff perform the audit fieldwork and Single Audit Act compliance audits, which are reviewed by the audit manager and audit partner. Financial statements are generally prepared or reviewed by staff or audit manager and reviewed by the audit partner. A second/quality control review may be performed by another experienced CPA.

We plan the audit, establish timelines, and set up regular meetings with staff and the client to provide a timely and quality audit. We design our audits to have the partner, audit manager, senior auditor, and staff auditor available for every audit. Our goal is to keep the same audit team from year-to-year to provide continuity for our clients and maintain efficient audits. Our audit partner and audit manager are heavily involved in the planning of the audit, risk assessment, and design and selection of audit procedures, because our firm understands that this allows each audit to be specifically designed to meet the individual needs of our clients. We will notify and request approval of the client regarding any staffing changes.

FIRM PARTNER AND STAFF THAT WILL WORK ON YOUR AUDIT

Dmitriy Chernyak, Firm Partner/Owner, is a CPA licensed in the State of Colorado and has performed auditing and consulting services for various types of local governments such as cities, counties, towns, school districts, charter schools, various types of local governments, and nonprofit organizations in the State of Colorado for over 16 years. In addition, Dmitriy has over seven years of experience working in upper management and finance director roles at local governments and understands the financial, administrative, and political complexities of local governments and nonprofit organizations.

Dmitriy has vast experience and expertise in accounting principles generally accepted in the United State of America, financial statement preparation, GASB implementation, evaluation and implementation of internal controls, the Single Audit Act, and compliance with federal and state requirements. Dmitriy graduated from the University of Colorado at Denver in 2007 with two degrees: a Bachelor of Science in Accounting and a Bachelor of Science in Financial Management.

Dmitriy has worked as a finance director at a Town and understands the intricacies and unique processes of cities.

David J. Gallagher, Senior Audit Manager, is a CPA licensed in the State of Colorado and has performed auditing and consulting services for various local governments, including cities, counties, towns, school districts, charter schools, other types of local governments, and nonprofit organizations in the State of Colorado for over five years. David also brings local government and nonprofit accounting experience to our clients. David is highly experienced in accounting principles generally accepted in the United State of America, financial statement preparation, GASB implementation, evaluation and implementation of internal controls, single audits, and compliance with federal and state requirements. David graduated from the University of Colorado at Denver in 2013 with a Master of Science in Accounting.

Tyson Lund, Audit Manager, a licensed CPA that brings over 15 years of local government accounting experience in addition to his several years of audit experience with a state auditor's office. Tyson has expertise in governmental accounting, preparation of financial statements and annual comprehensive financial reports (ACFRs), GASB implementation, establishing internal controls and processes, and federal and state grant management and compliance. Tyson has worked almost two decades in local government, implemented various GASB pronouncements, solved complex accounting situations, and understands various situations and complexities of day-to-day operations of local governments. Tyson graduated from North Dakota State University with a Master of Business Administration in 2019.

Justin Schulz, Senior Auditor, has over five years of accounting experience in local government and private sector. Justin's knowledge and experience in local government accounting has provided value to our clients. He has proven that he is an adaptive learner, able to grasp complex accounting concepts, and works efficiently to meet client's deadlines. Justin graduated with a Bachelor of Science in Business Administration and Management from Dickinson State University in 2004.

Tandra Kraft, IT Audit Consultant, is the owner of Aud-IT Consulting, which is a subcontractor that we hire to perform IT-related audit procedures and provide value-added report to our clients. Tandra has over 20 years of IT experience in local government and private sector. Tandra graduated with a Master of Science in Information Systems from Minot State University in 2017.

Our firm is committed to continuing education. All professional staff have met or exceeded the continuing professional education requirements established by Government Auditing Standards. All members of the firm have participated in numerous hours of training through the Colorado Society of CPAs and American Institute of CPAs. Because the firm performs audits exclusively of government and nonprofit entities, most of our continuing education relates to these industries. We will obtain permission from the Town if any changes occur with the assigned audit staff prior to assigning other audit staff to the Town's audit.

PEER REVIEW

Most recent peer review letter is available upon request. DMC Auditing and Consulting, LLC has not received any federal or state desk reviews during the past three years.

SIMILAR CLIENT ENGAGEMENTS

CLIENT NAME / SERVICE TYPE (YEARS)	*LOCATION*
CITIES, COUNTIES, AND LOCAL GOVERNMENTS	
City of Cañon City (2023) (ACFR)	Cañon City, CO
Town of Mead (2023)	Mead, CO
Pueblo City-County Library District (2009-2016, 2023) (ACFR)	Leadville, CO
Lake County (2023) (in Progress)	Trinidad, CO
Las Animas County (2023)	Walsenburg, CO
Huerfano County (2022-2023)	Pueblo, CO
Allenspark Fire Protection District (2023)	Allenspark, CO
Upper Arkansas Area Council of Governments (2023)	Cañon City, CO
Adams County (2009-2012, 2016-2019)*	Brighton, CO
Clear Creek County (2009-2016)*	Georgetown, CO
City of Wheat Ridge (2009-2016)*	Wheat Ridge, CO
City of Lakewood (2009-2016)*	Lakewood, CO
City of Fountain (2009-2016)*	Fountain, CO
City of Woodland Park (2009-2016)*	Woodland Park, CO
SCHOOL DISTRICTS	
Eaton School District (Weld County SD RE-2) (2022-2024)	*Eaton, CO*
Delta School District (2023-2024)	*Delta, CO*
West End School District (2023-2024)	*Nucla, CO*
Norwood School District (2023-2024)	*Norwood, CO*
North Park Schol District (2023-2024)	*Walden, CO*
Hinsdale School District (2023-2024)	*Lake City, CO*
Morgan County School District (2009-2016, 2024)*	*Fort Morgan, CO*
Thompson School District (2011-2016)*	*Loveland, CO*
Boulder Valley School District (2009-2014)*	*Boulder, CO*
Eagle School District (2011-2016)*	*Eagle, CO*
CHARTER SCHOOLS	
Ricardo Flores Magón Academy (2023)	Denver, CO
Vista Charter School (2023)	Montrose, CO
University Preparatory Schools (2022, 2023)	Denver, CO
Monument View Montessori Charter School (2023)	Fruita, CO
Mountain Village Montessori Charter School (2023)	Steamboat Springs, CO
Ben Franklin Academy (2023)	Highlands Ranch, CO
Community Leadership Academy (2023)	Commerce City, CO
Vision Charter Academy (2023)	Delta, CO

*****Managed audit with prior firm. These clients were audited by the firm's partner and audit manager when they were employed with the prior firm, Swanhorst & Company, LLC. Swanhorst & Company's firm partner was Wendy Swanhorst (contact information noted in references on page 11 of this proposal).

SERVICES TO BE PROVIDED

DMC Auditing and Consulting, LLC will perform professional audit services, including the Town's annual financial statements. The audit will be performed in accordance with auditing standards generally accepted in the United States of America (GAAS) as established by the American Institute of Certified Public Accountants. We will issue the Independent Auditor's Report on the financial statements and provide a governance communications letter that will identify deficiencies, if any.

If necessary, we will also perform the Single Audit Act procedures on major federal programs and issue the required reports, as follows:

- Independent Auditor's Report on Compliance for Each Major Federal Program, Internal Control over Compliance, and the Schedule of Expenditures of Federal Awards as Required by the Uniform Guidance
- Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards

The Town prepares the financial statements and the Annual Comprehensive Financial Report (ACFR). However, if circumstances require, we would be willing to assist with the preparation of financial statements and the schedule of expenditures of federal awards (SEFA). The financial statements and the SEFA for the Town are the responsibility of the Mayor and the Town Council. It is our responsibility to express an opinion on the financial statements based on our audit. In addition, we will assist with the preparation of the required reports in connection with the audit services.

Our audit will include tests of the accounting records and other auditing procedures we consider necessary to express an opinion on the financial statements. We will perform a risk assessment on the Town and its financial statements and accounting records. As a normal part of the auditing process, we will document and test internal controls and review compliance with applicable laws and regulations.

Additional procedures are required to be performed based on the generally accepted auditing standards (GAAS) on the prior year financial statements and ACFR. This will include the review of material balance sheet items and review of the prior year auditor's workpapers if they are available. If the prior year auditor's workpapers are not available, then we may need to perform certain procedures on prior year balances to gain comfort over those amounts.

Our audit will include tests of the accounting records and other auditing procedures we consider necessary to express an opinion on the financial statements. We will perform a risk assessment on the Town and its financial statements and accounting records. As a normal part of the auditing process, we will document and test internal controls and review compliance with applicable laws and regulations.

We will perform limited procedures on management's discussion and analysis, if provided, and the required supplementary information. Other supplementary information will be audited to ensure it is fairly stated in relation to the basic financial statements as a whole. We do not contemplate a detailed examination of all transactions, nor do we expect that we will necessarily discover fraud, should any exist. We will, however, inform you of anything that we discover that appears in error, unusual, or fraudulent.

We will audit the Town's financial statements and, if necessary, provide assistance with new GASB implementation, provide suggestions on best practices, and provide other accounting guidance, as necessary. The financial statements for the Town are the responsibility of the governing board. It is our responsibility to express an opinion on the financial statements based on our audit. In addition, we will assist with the preparation of the financial statements and required reports in connection with the audit services.

We will evaluate the Town's schedule of expenditures of federal awards, other federal award information, and work with management to determine potential Single Audit Act and federal compliance requirements that need to be audited based on *Government Auditing Standards* and Compliance with the Uniform Guidance (2 CFR 200). If required, we will perform compliance audits in accordance with Uniform Guidance and the Single Audit Act based on federal award expenditures in excess $750,000. We will perform certain procedures to understand the internal controls at the Town's Office and verify certain cash and investment balances as of year-end.

Our IT consultant will review and evaluate the Town's IT-related risks and provide recommendations as they relate to the Town's financial systems and reporting. In addition, Aud-IT will provide a report to the Town with evaluation results and recommendations, if any, as a value-added service.

Lastly, we will be available to counsel our clients throughout the year beyond the audit on any new accounting pronouncements, compliance requirements, or new related developments. Our firm strongly believes that this is a particularly important part of our services to our clients. We will retain our workpapers for a minimum of five years.

<u>Communications</u>

We will communicate with Laurie Young, Finance Manager, Steve Murray, Senior Accountant, Finance Department staff, and the Mayor and the Town Council, if required, throughout the audit process, from planning to final presentations. Any issues we encounter will be discussed with management during our audit fieldwork.

After the audit is completed, we will provide a governance communications letter that we will submit to management, Mayor, and Town Council. This letter will discuss issues that arose during the audit and will address significant deficiencies in internal controls identified during the audit process, if any. We will attend any Town Council meetings, as requested.

AUDIT APPROACH

We would perform the audit fieldwork based on an agreed-upon schedule between our firm and management. Interim audit fieldwork will be performed remotely several months prior to final fieldwork. Final fieldwork may include some days on-site and the remainder performed remotely with communications via email and Dropbox. As mentioned previously, the first year of the audit may require more days on-site and additional testing. We will communicate with management to determine the audit schedule and determine when the accounting records are complete, and the necessary information is available for the audit. In addition, we will visit some of the site(s) each year that maintain financial processes in order to evaluate internal controls. We will work diligently to meet the Town's deadlines. We will assist with the implementation of new GASB pronouncements and be a resource for the Town during the year.

We will provide lists of information in advance of conducting the audit fieldwork for management's use in preparing for the audit. This information will primarily include schedules and reconciliations, supporting amounts presented in the financial statements, and general information that is readily available by the Town. We have reviewed the Town's budget, prior year audited financial statements, and other relevant documents to plan the audit. In addition, we will work with management to contact the prior year auditor to review the necessary workpapers and information from the prior year audit. If necessary, we will perform procedures on the prior year financial statements in accordance with auditing standards generally accepted in the United States of America (GAAS).

Audit information prepared by the Town may be provided electronically. We understand that certain documents are easier to provide than hard copies. Therefore, if necessary, certain information may be reviewed and tested on-site during fieldwork. Audit procedures will be performed remotely and on-site. A manager or partner of the firm will be available during the audit fieldwork. Any potential adjusting entries will be discussed with management during our fieldwork. The firm partner and managers will perform the final review of the audit workpapers and the financial statements.

Significant areas of the Town's accounting system, such as cash and investments, payroll, accounts payable, capital assets, debt, and single audit (will be audited using the most efficient and effective methods possible. Some segments will be audited using a substantive approach, including confirmation with third parties. Sampling will be used to verify expected results where applicable. Sampling used during fieldwork will be based on the GAAS and AICPA requirements. We will perform various analytical procedures in order to gain audit evidence for various accounts, including reasonableness tests, trend analysis, and year-to-year comparisons.

New accounting standards and requirements will be discussed with management prior to fieldwork and necessary information such as contract agreements and certain calculations will be requested. This information will be used to assist and guide the Town in implementing the new accounting pronouncement(s).

We will provide guidance to assist the client with new GASB or compliance requirements, if necessary. For example, the upcoming implementation of GASB 101 will require the Town to identify leave types from the personnel policy and situations that will require the identification of a possible liability to be recorded at year-end on the Town's accounting records.

Internal controls will be documented primarily in a narrative format based on discussions with the Town's personnel and other observations. Sampling for tests of compliance with specific laws and regulations will be utilized depending on the resources available at the Town.

Any deficiencies in internal control or other operating efficiency issues discovered during our audit work will be communicated to management during the audit fieldwork. The draft management letter and financial statements will be provided to management for review. The method of reporting to the governing board will be discussed with management before the final documents are distributed. Our presentations will focus on the results of the audit and the information presented in the management letter. We will be available for the audit presentation to the Mayor and Town Council at a scheduled meeting.

We would expect the Finance Department to provide us with the necessary financial information during audit fieldwork in order to audit the accounting records and review the financial statements / ACFR. We would also expect that the accounting records will be ready and completed on an accrual basis along with supporting worksheets and calculations necessary for audit as of the start of fieldwork, as agreed-upon by the Town and DMC Auditing and Consulting, LLC several months prior to start of fieldwork.

Partner, manager, and staff are available throughout the year to discuss and assist with accounting guidance and best practices. This service is performed at no additional cost to the Town because we believe this is an important service that we can provide for our clients to best serve their needs. Estimated schedule and hours are as follows for the Town:

Phase I – Interim Audit Fieldwork (20-30 hours) 1-2 staff
• Planning and risk assessment
• Understanding of internal controls
• Elementary and secondary school reviews
• Single audits (if necessary)
• Workpaper Review
Phase II – Final Audit Fieldwork (80-100 hours) 2-3 staff
• Risk-based substantive testing of various funds and accounts
• Single audit – follow-up and completion (if required)
• Workpaper Review
• Financial statement preparation
Phase III – Completion of Audit and Financial Statements (20-30 hours) Partner and Manager
• Final reviews and communications
• Review of the draft financial statements
• Review of governance communications letter
• Issuance of audit opinions and audit presentation to the Mayor and the Town Council

PROPOSED TIMELINE

The firm is available and committed to meeting the required timeline established by the Town. We will work with the Finance Department staff and Administration to establish a timeline that works best for the Town to perform the audit fieldwork during Spring 2025.

We intend to meet every date set by the Town in the RFP document, especially if the Town has all the necessary audit information prepared and available at the start of fieldwork.

At this point, our firm has the availability and capacity to complete the audit prior to the Town's deadline. In addition, Firm Partner, Dmitriy Chernyak, will be available to present the audit report to the Mayor and the Town Council when preferred.

REFERENCES

Eaton School District (Weld County SD RE-2)	Luke Gonzales – 970-590-2221
City of Cañon City, Colorado	Tammy Nordyke – 719-240-5273
Las Animas County, Colorado	Kristee Coberly – 719-845-2564
Huerfano County, Colorado	Carl Young – 719-225-3890
Delta County Joint School District 50J	Michael Madden – 970-874-4438
North Park School District R-1	Ryen Russell – 970-723-3300
Hinsdale County School District RE-1	Susan Thompson – 970-944-2314
Community Leadership Academy	Carolyn Peterson (Lueck) – 719-565-8104
Swanhorst & Company, LLC (Former Audit Firm)	Wendy Swanhorst – 303-638-3495
Stargate Charter School	Lynne Whitney – 303-475-4205

COST PROPOSAL

Firm Name: DMC Auditing and Consulting, LLC

Certification of Signature: Dmitriy Chernyak, CPA is the partner / owner of DMC Auditing and Consulting, LLC and has full authority to sign a contract with the Town.

Fees for the audit services and any single audits for the year ending December 31, 2024, including out-of-pocket expenses, will not exceed $16,800. If a Single Audit is required, an additional fee of $3,500 will be charged for each single audit program that is required to be tested based on the Single Audit Act, as Amended 1996, and Uniform Guidance. The following table provides a fee schedule for a five-year period by staff.

	Contract Year	Options	
	2024	**2025**	**2026**
All-Inclusive Fee	$ 16,800	$ 17,976	$ 19,234

Progress payments will be made based on the hours of work completed during the audit fieldwork.

Should our firm be selected for audit services, we would be honored to provide the Town of Monument, Colorado with audit services. We are looking forward to hearing from you.

Respectfully,

Dmitriy Chernyak, CPA

Dmitriy Chernyak, CPA
DMC Auditing and Consulting, LLC
Phone: 720-422-1352
Email: dchernyak@dmccpas.net
145 Bristlecone Circle
Bailey, CO 80421

TOWN OF MONUMENT

RESOLUTION NO. 11 - 2025

A RESOLUTION AUTHORIZING AN AGREEMENT FOR AUDITING SERVICES FOR THE TOWN OF MONUMENT WITH DMC AUDITING AND CONSULTING, LLC FOR THE 2024 FISCAL YEAR AUDIT WITH TOWN'S SOLE DISCRETION TO EXTEND AUDITING SERVICES FOR AN ADDITIONAL TWO 1-YEAR PERIODS 2025 AND 2026

WHEREAS, an annual audit of its financial statements is required for the Town of Monument for each Fiscal Year by an independent auditing firm; and

WHEREAS, the Town of Monument issued a Request for Proposals (RFP) for such Auditing Services; and

WHEREAS, the Town received five (5) proposals for said services; and

WHEREAS, Staff has evaluated the proposals for audit services and recommends that DMC Auditing and Consulting, LLC be awarded the contract for audit services.

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

The Town Council hereby awards an agreement for the 2024 Fiscal Year audit services to DMC Auditing and Consulting, LLC in the not-to-exceed amount of $16,800 and authorizes the Town Manager to execute said agreement. At the Town's sole discretion, the agreement may be extended for two additional one-year periods in the not-to-exceed amounts for option years 2025 and 2026 of $17,976.00 and $19,234.00 respectively.

PASSED AND RESOLVED by the Town Council of the Town of Monument, El Paso County, Colorado, this 3rd day of February 2025 by a vote of ___ for and ____ against.

TOWN OF MONUMENT

____
Mitch LaKind, Mayor

ATTEST:

____
Tina Erickson, Town Clerk

M E M O R A N D U M

TO: The Honorable Mayor and Town Council
FROM: Thomas A. Tharnish, Director of Public Works
DATE: February 3, 2025
RE: Resolution 12-2025 to approve an IGA between CDOT and the Town of Monument for Highway 105 and North Bound Off Ramp off I-25

BACKGROUND: The Town of Monument Public Works Department staff has evaluated the IGA between the Town and CDOT at Highway 105 and the North Bound Off-Ramp for the installation of new stormwater infrastructure. The IGA was written to describe the ultimate responsibility of maintenance and operations of this new infrastructure which is part of the bigger Jackson Creek Parkway stormwater project at the Jackson Creek Parkway / Highway 105 intersection improvements.

DISCUSSION: The Town of Monument Public Works senior staff have had multiple meetings with CDOT about the details of the scope of work and determining the ultimate responsibilities once the project is completed. CDOT is requiring the developer to obtain a permit from them to proceed with the installation of all the new stormwater infrastructure needed for this project. During the discussions with CDOT about the items listed on Exhibit "C" in the IGA, it was determined that there was a new culvert being installed at the Eastern end of new stormwater piping that could be a possible issue due to the current culvert not being attached to a stormwater pipe segment. The current stormwater culvert just dumps into a small drainage ditch next to Highway 105. The new one will attach to the new stormwater line next to Highway 105 and not into the drainage ditch as it is currently. The parcel that is draining into this culvert is currently in the County and it would make sense to annex this parcel into the Town soon since it is surrounded on three sides by the Town already. The expected flow into this culvert would be minimal at best since it is only a small parking lot. The thinking on this section, identified as "8A' on Exhibit "C", is that this would become ours to maintain soon, but we are not expecting any issues to arise for many years since all this "8A" section will be brand new infrastructure. The Public Works Department is very comfortable in our ability to maintain all the noted stormwater infrastructure as identified in, "Exhibit "B" of the IGA under the "Town of Monument" responsibilities. The two other sections of the IGA refer to "lighting" and "landscaping". The landscaping consists of maintaining the sloped section near the end of the NB Off Ramp and turning East up to the JCP Intersection. I have not seen any lighting sections in this current scope of this IGA.

PROS/CON'S: Pro's - By moving forward with this resolution to approve the IGA between CDOT and the Town of Monument for the Highway 105 and NB Off Ramp for the stormwater infrastructure needed to move the project forward, it will allow the developer to obtain the necessary permits from CDOT to start the infrastructure project. Cons – By not approving this resolution, the project will remain held up due to CDOT not issuing the necessary permits until the IGA is finalized. We would need to go back to CDOT to try and re-negotiate this IGA causing more delays.

FISCAL IMPACT: The cost for the installation of this new stormwater infrastructure is falling upon the developer and the Town is not currently expecting any costs until the warranty period has expired, and a maintenance schedule is developed as part of our stormwater budget process.

STAFF RECOMMENDATION: Recommend passage of Resolution 12-2025, approving an IGA between CDOT and the Town of Monument for the Highway 105 and the North Bound Off Ramp off I-25.

TOWN OF MONUMENT

RESOLUTION NO. 12 - 2025

A RESOLUTION APPROVING AN IGA BETWEEN CDOT AND THE TOWN OF MONUMENT FOR HIGHWAY 105 AND NORTH BOUND OFF RAMP OFF I-25

WHEREAS, the Town staff has evaluated the IGA between CDOT and the Town for Highway 105 and North Bound Off Ramp of I-25, and;

WHEREAS, the Town's staff has negotiated the areas of responsibility between CDOT and the Town staff regarding maintenance and operation of the sections of the proposed stormwater improvements needed to move the project forward, and;

WHEREAS, the Town staff is equipped to operate and maintain this new stormwater infrastructure once the warranty period expires, and;

WHEREAS, If the Town Council approves this IGA between CDOT and the Town of Monument, the developer will be able to obtain the necessary permits needed to move the project forward.

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

The Town Council hereby approves the IGA between CDOT and the Town of Monument to install the stormwater improvements needed to support the Jackson Creek Parkway Project. The developer is funding the improvements but needs the permits from CDOT to move ahead. By approving this IGA with CDOT, it will allow the developer to obtain the necessary permits to start construction of these improvements

PASSED AND RESOLVED by the Town Council of the Town of Monument, El Paso County, Colorado, this 3rd day of February 2025 by a vote of ___ for and ____ against.

TOWN OF MONUMENT

____
Mitch Lakind, Mayor

ATTEST:

____
Tina Erickson, Town Clerk

STATE OF COLORADO INTERGOVERNMENTAL AGREEMENT

Signature and Cover Page

State Agency Department of Transportation			**Agreement Routing Number** 24-HA2-XC-00094
Local Agency Town of Monument			**Agreement Effective Date** The Effective Date (Controller Signature Date, noted herein)
Agreement Description MTCE IGA CO 105 and NB I-25 Off Ramp			**Agreement End Date** End of the Useful Life of the Improvements
Project # N/A	**Region #** R2	**Contract Writer** CM	**Agreement Maximum Amount** $0.00

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Each person signing this Agreement represents and warrants that he or she is duly authorized to execute this Agreement and to bind the Party authorizing his or her signature.

Town of Monument ____________________ Signature ____________________ By: (Print Name and Title) Date: ________________	**STATE OF COLORADO** Jared S. Polis, Governor Department of Transportation Shoshana M. Lew, Executive Director ____________________ Keith Stefanik, P.E., Chief Engineer Date: ________________
2nd Signature Town of Monument ____________________ Signature ____________________ By: (Print Name and Title) Date: ________________	**LEGAL REVIEW** Philip J. Weiser, Attorney General ____________________ Assistant Attorney General ____________________ By: (Print Name and Title) Date: ________________

AGREEMENT

This Agreement, is entered into by and between the State of Colorado for the use and benefit of the COLORADO DEPARTMENT OF TRANSPORTATION, the ("State" or "CDOT"), and the TOWN OF MONUMENT, the ("Local Agency"); CDOT and the Local Agency individually shall be referred to as a ("Party"), and together shall be referred to as the ("Parties"). This Agreement shall not be valid or enforceable until the Effective Date as shown on the Signature and Cover Page of this Agreement.

RECITALS

CDOT and the Town of Monument has designed and constructed improvements for the CO 105 and NB I-25 Off Ramp in El Paso County, Colorado, also known as the ("Project") and CDOT has constructed several Permanent Water Quality ("PWQ") facilities and related elements for preventing stormwater pollution ("Facilities"); and

The Parties recognize the importance and benefit to their respective systems by the Local Agencies' operation and maintenance of a portion of the Project and Facilities; and

The Parties recognize that PWQ maintenance and operations is specific to the kind of Facility constructed. The Operation & Maintenance Plan Guidance ("O & M Guidance") is used to create the final Operations & Maintenance Plan ("O & M Plan"). The URL for the O & M Guidance is in **Exhibit E;** and

The Parties desire to agree upon the division of responsibility for their respective maintenance and operation obligations (the "Work") on the Project as shown in **Exhibit A** and on the Facilities as shown in **Exhibit B** and **Exhibit C** pursuant to §43-2-135, C.R.S.; and

The Local Agency is adequately staffed and suitably equipped to undertake and satisfactorily carry out its operations and maintenance responsibilities under this Agreement; and

Required approval, clearance and coordination has been accomplished from and with appropriate agencies; and

This Agreement is executed by the State under authority of §§43-1-106, 43-1-110, 43-1-201, et seq., 43-2-102, and 43-2-144, C.R.S., as amended; and

The Local Agency agrees by its execution hereof that it is duly authorized to enter into this Agreement. Authorization may be evidenced by an appropriate ordinance/resolution or authority letter. A copy of any such ordinance/resolution or authority letter may be attached as **Exhibit D**. The provision by the Local Agency to CDOT of such ordinance/resolution or authority letter is at the Local Agency's discretion; and

These recitals are hereby incorporated into the terms of this Agreement.

NOW, THEREFORE, it is hereby agreed that:

I. Scope of Work

The Work under this Agreement shall consist of the inspection, operations, maintenance, and repair responsibilities of the Project and Facilities as set forth and depicted in **Exhibit A, B and C.**

II. Exhibits

The Exhibits attached to this Agreement are:
Exhibit A- Scope of Work of the Project
Exhibit B- Scope of Work of PWQ Facilities
Exhibit C- Maintenance Plans
Exhibit D- Local Agency Resolution
Exhibit E- Preparation Guidelines for Operation & Maintenance Plans
Exhibit F- PII Certification

III. Order of Precedence

In the event of conflicts or inconsistencies between this Agreement and its exhibits, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

1. Special Provisions contained in Section IX of this Agreement
2. This Agreement
3. **Exhibit A**- Scope of Work of the Project
4. **Exhibit B**- Scope of Work of PWQ Facilities
5. **Exhibit C-** Maintenance Plans
6. **Exhibit E**- Preparation Guidelines for Operations & Maintenance Plans
7. **Exhibit D**- Local Agency Resolution
8. **Exhibit F**- PII Certification

IV. Term

This Agreement shall begin the date approved by all Parties and shall extend for the useful life of the improvements, unless earlier modified or terminated by written agreement of the Parties.

V. CDOT Commitments

A. CDOT shall accept inspection, operation, maintenance, and repair responsibilities for the portions of the Work identified as CDOT's area of responsibility shown in **Exhibit A, B and C.**

B. CDOT shall, at its own cost and expense, inspect, operate, maintain, repair, and make ample provision each year for said activities for those portions of the Work identified as CDOT's area of responsibility in **Exhibit A, B and C.**

C. CDOT grants the Local Agency access to enter CDOT Right of Way ("ROW") to perform inspection and maintenance duties. Though a separate access permit will not be required, notification to CDOT of a Local Agency approved and CDOT accepted Method of Handling Traffic shall be required for any work impacting traffic.

D. CDOT (and FHWA, if applicable) may make periodic inspections of the Project and/or Facilities to verify that they are being adequately operated, maintained, and repaired. If CDOT inspections indicate the Project and Facilities are not functioning as designed, CDOT may issue a written notice to the Local Agency to cure deficiencies. In the event the deficiencies are not remedied within the Project and/or Facilities timeline after written notice from CDOT to the Local Agency, CDOT may take whatever steps CDOT deems necessary to maintain the Project and Facilities. The Local Agency shall reimburse CDOT its actual and documented costs for such maintenance and repair work including labor, equipment, supplies, and materials. If CDOT repairs any deficiencies, it is under no obligation to maintain or repair in the future.

VI. Local Agency Commitments

A. The Local Agency shall accept inspection, operation, maintenance, and repair responsibilities for the portions of the Work identified as the Local Agency's area of responsibility for the Work shown in **Exhibit A, B and C.**

B. The Local Agency shall, at its own cost and expense, inspect, operate, maintain, repair, and make ample provision each year for those portions of the Work identified as the Local Agency's area of responsibility, as shown in **Exhibit A, B and C.**

C. All Work by the Local Agency must be performed by a person experienced in the inspection, operation, and maintenance of the Project and Facilities. This is to ensure that the Project and Facilities are operating as designed. Any inspection form may be used if it is acceptable by agreement of the Parties.

D. The Local Agency grants CDOT access to enter Local Agency ROW to perform CDOT's inspection, operation, maintenance, and repair duties of the Work.

E. If after inspection of the Project and Facilities, CDOT may issue a written notice to cure deficiencies if the Local Agency fails to inspect, report, or properly maintain the Project and Facilities identified in **Exhibit A** and **Exhibit B.** In the event the deficiencies are not remedied within the Project and Facilities timeline after written notice from CDOT to the Local Agency, CDOT may take whatever steps CDOT deems necessary to maintain the Project and Facilities. The Local Agency shall reimburse CDOT its actual and documented costs for such maintenance and repair work including labor, equipment, supplies, and materials. If CDOT repairs any deficiencies, it is under no obligation to maintain or repair in the future.

F. If Work includes PWQ Facilities, the Local Agency will create the O & M Plan utilizing the O & M Guidance referenced in **Exhibit E**. The O & M Plan will be submitted to CDOT for prior approval. Final invoice for the construction of the PWQ Facility will not be paid until the O & M Plan is approved and accepted by CDOT.

VII. Joint Commitments

A. CDOT and the Local Agency will provide liaison through the representatives listed below. If the representatives or contact information changes the Party is to give written notice regarding the substitution of representatives or contact information to the other Party's Liaisons.

CDOT Project and Facilities PWQ Liaison
Jason Nelson, P.E., Region 2 Traffic Program Engineer
CDOT, Region 2
5615 Wills Blvd.
Pueblo, CO 81008
Phone: 719-546-5411
Email: jason.nelson@state.co.us

Local Agency Project and Facilities PWQ Liaison
Thomas A. Tharnish, Director of Public Works
Town of Monument
259 Beacon Lite Rd.
Monument, CO 80132
Phone: 719-499-1126
Email: ttharnish@tomgov.org

B. If safety concerns are identified relating to the Project and Facilities, the Parties will partner with each other and any other affected local jurisdictions to identify the appropriate response to maintain safe and functional Project and Facilities.

C. Prior to commencing any activities, the Parties shall coordinate with each other to minimize impacts to landscaping and enhancements that were installed by the Local Agency. CDOT will not be responsible for replacing any enhanced landscaping or irrigation installed by the Local Agency.

D. If Work includes PWQ Facilities, the Parties agree they will not remove or alter the Facilities in such a way that reduces the documented treatment area as originally constructed. Should CDOT modify the Facilities to add additional area treated, the changed treatment area shall be documented via a drainage report and shared with the Local Agency.

E. In the event the Project and Facilities fail due to surpassing their useful life cycle, the Parties will be responsible for improvements that are not covered by maintenance responsibilities of the Local Agency pursuant to **Exhibit A, B and C**.

F. Any fines levied against CDOT, or the Local Agency shall be the responsibility of the Party whose action or inaction is the cause of the fine, regardless of which Party the fine is levied against.

G. The Parties shall make, keep, maintain, and allow inspection and monitoring by CDOT, of a complete file of all records, documents, communications, notes, and other written materials, electronic media files, and communications pertaining in any manner to the Work. The Parties shall maintain such records for the useful life of the Project and Facilities, following federal, State, and Local Agency record retention policies in either paper or electronic form.

VIII. General Provisions

A. Assignment

Local Agency's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Local Agency's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

C. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement.

D. Modification

The State may modify the terms and conditions of this Agreement by issuance of an updated Agreement, which shall be effective if Local Agency accepts Agreement Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Agreement in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

E. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Agreement Issuance Date. Local Agency shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Digital Signatures

If any signatory signs this Agreement using a digital signature in accordance with the Colorado State Controller Contract, Agreement and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

G. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under the Agreement in accordance with the intent of the Agreement.

H. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of the Agreement shall survive the termination or expiration of the Agreement and shall be enforceable by the other Party.

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.

J. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

K. Accessibility

i. Local Agency shall comply with and the work provided under this Agreement shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability,* as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. Local Agency shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the

State of Colorado technology standards.

ii. The State may require Local Agency's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Local Agency's work and software is in compliance with §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability* as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

IX. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all contracts (agreements). Contractor refers to Local Agency and Contract refers to Agreement.

A. Statutory Approval §24-30-202(1), C.R.S.

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(19), then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. Fund Availability §24-30-202(5.5), C.R.S., applicable Local Agency law, rule or regulation.

Financial obligations of the Parties payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. Governmental Immunity

Liability for claims for injuries to persons or property arising from the negligence of the Parties, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.* C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. Independent Contractor

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local**

head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.

E. Compliance with Law

Contractor shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Choice of Law, Jurisdiction, and Venue

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. Prohibited Terms

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S. Any term included in this Contract that limits Contractor's liability that is not void under this section shall apply only in excess of any insurance to be maintained under this Contract, and no insurance policy shall be interpreted as being subject to any limitations of liability of this Contract.

H. Software Piracy Prohibition

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. Employee Financial Interest/Conflict of Interest §§24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

<u>Exhibit A – SCOPE OF WORK</u>

Name of Project: CO 105 and I-25 NB Off Ramp

Project Number: N/A

SubAccount#: N/A

Scope of Work

The "Work" under this contract shall consists of maintenance responsibilities between CDOT and the Town of Monument for landscaping, lighting, stormwater facilities and drainage facilities adjacent to the I-25/CO 105 Interchange as set forth and depicted in Exhibit A.

Definitions

<u>RCP:</u> Reinforced Concrete Pipe

<u>CO:</u> Colorado

<u>MS4</u>: A conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains):

a. owned or operated by a state, city, town, borough, county, parish, district, association, or other public body (created by or pursuant to state law) having jurisdiction over disposal of sewage, industrial wastes, stormwater, or other wastes, including special districts under state law such as a sewer district, flood control district or drainage district, or similar entity, or an Indian tribe or an authorized Indian tribal organization, or a designated and approved management agency under section 208 of the Clean Water Act ("CWA") that discharges to waters of the United States;

b. designed or used for collecting or conveying stormwater;

c. which is not a combined sewer; and

d. which is not part of a Publicly Owned Treatment Works (POTW). See 5 CCR 1002-61.2(62).

<u>Drainage Facilities</u>: refers to the permanent facilities and improvements intended to capture, detain, convey, reduce and/or manage stormwater runoff. Examples include, but are not limited to, stormwater drain inlets and pipes, flood-control-only facilities, water control facilities designed for non-MS4 purposes (whether to meet TMDL/TMAL requirements or that do not meet MS4 design criteria), PWQ Stormwater Conveyance Facilities, and PWQ Facilities. Also referred to as Stormwater Facilities, Storm Drainage Systems or Facilities, or Storm Sewers.

Landscaping

CDOT shall be responsible for:

- Maintenance of native, dry land seeded slopes along the off-ramp areas <u>not</u> contained in the outlined area noted by 9A, Exhibit C.

Town of Monument shall be responsible for:

- All landscaping and irrigation systems as noted in outlined area 9A, Exhibit C.

Lighting

CDOT shall be responsible for:

- Maintenance and associated utility billings for lights outside of Town annexation limits and in accordance with *CRS 43-2-135 Division of Authority Over Streets*. CDOT will not accept the addition of any new lighting with the project unless written approval is received.

Town of Monument shall be responsible for:

The maintenance and cost of lighting installed with project as described within the division of authority.

<u>Exhibit B: Scope of Work-PWQ Facilities</u>

Name of Project: CO 105 and I-25 NB Off Ramp

Project Number: N/A

SubAccount#: N/A

Drainage Facilities

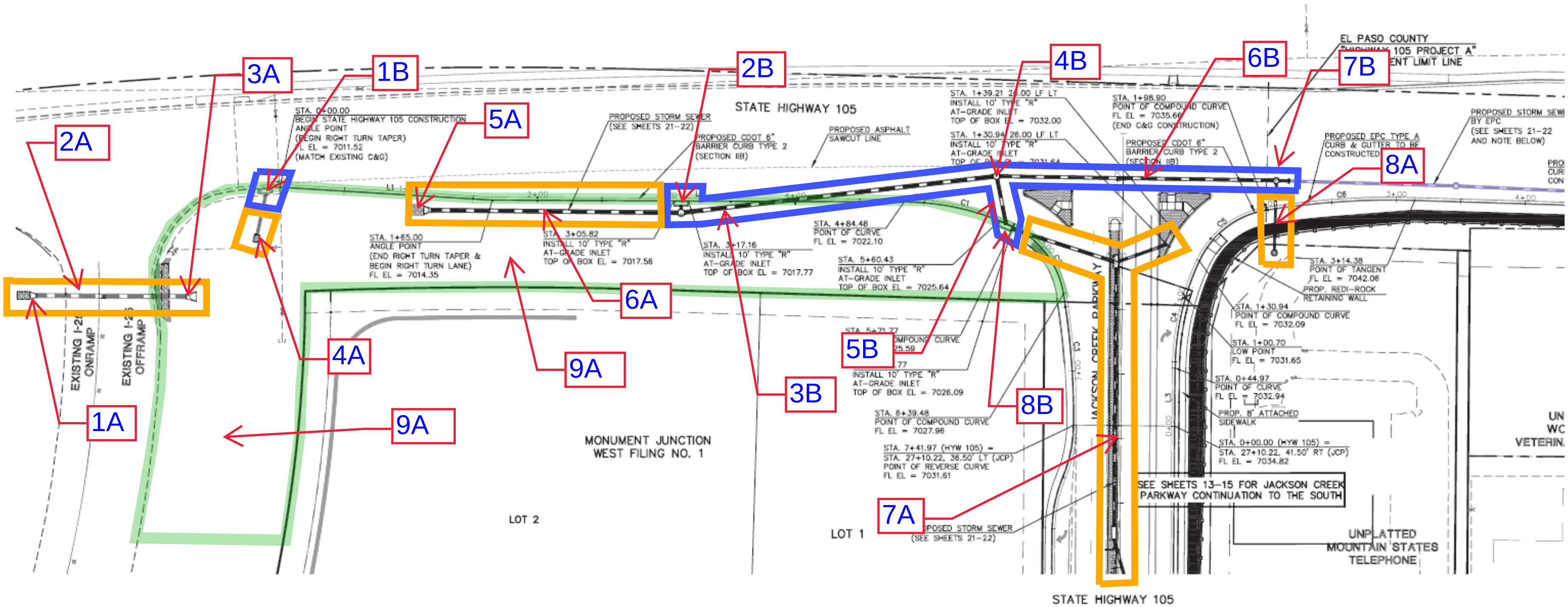
CDOT shall be responsible for:

- Existing 10' Type R inlet, located on east side of NB I-25 offramp at CO 105, noted as 1B, Exhibit C.
- Proposed 10' Type R inlet, located approximately mid-block between Jackson Creek Pkwy and NB I-25 offramp at CO 105 and connecting manhole, noted as 2B, Exhibit C.
- Proposed 24" RCPs installed under new pavement along CO 105 for the east bound to south bound Jackson Creek Pkwy right turn deceleration lane along with connecting manholes, as noted as 3B, 4B, 5B, 6B, and 7B, Exhibit C.
- Proposed 10' Type R inlet, located on the southwest corner of CO 105 and Jackson Creek Parkway, noted as 8B, Exhibit C.

Town of Monument shall be responsible for:

- Existing 36" RCP, end sections and riprap pads, noted as 1A, 2A and 3A, Exhibit C. This includes erosion adjacent and downstream to erosion pad noted as 1A, Exhibit C.
- Existing RCP, end section and riprap pad, located on east side of North Bound I-25 offramp at CO 105, noted as 4A, Exhibit C.
- Proposed 30" RCP, end section and riprap pad, running parallel to CO 105, noted as 5A and 6A, Exhibit C.
- Proposed 18" and 24" RCPs and 10' Type R inlet within Jackson Creek Parkway, noted as 7A, Exhibit C.
- Proposed 18" along with inlet manhole on the southeast corner of CO 105 and Jackson Creek Parkway, noted as 8A, Exhibit C.
- All associated conveyance infrastructure or land grading characteristics, not otherwise noted, contained in hatched area, noted as 9A, Exhibit C.

Exhibit C: Maintenance Plans



CDOT Maintenance Responsibilities

Town of Monument Responsibilities

Exhibit D: Local Agency Resolution
(If Applicable)

Exhibit E

Preparation Guidelines for Operation & Maintenance Plans

The Preparation Guidelines for Operations and Maintenance Plans should be used as reference in creating a plan tailored to this facility. There is a link for the guidelines below as well as links for a plan and notes.

PREPARATION GUIDELINES FOR OPERATIONS AND MAINTENANCE PLANS (O&M PLANS) FOR PERMANENT WATER QUALITY CONTROL MEASURES (PWQ CMs)
https://www.Preparation Guidelines for Operations and Maintenance Plans (O&M Plans) for Permanent Water Quality Control Measures (PWQ CMs)

EXAMPLE PWQ CM OPERATIONS & MAINTENANCE PLAN
https://www.codot.gov/programs/environmental/water-quality/stormwater-programs/pwq-permanent-water-quality/assets/example-pwq-cm-maintenance-plan-2019

EXAMPLE OF PWQ CM OPERATIONS & MAINTENANCE NOTES
https://www.codot.gov/programs/environmental/water-quality/stormwater-programs/pwq-permanent-water-quality/assets/example-pwq-cm-maintenance-notes-2019

EXHIBIT F

PII Certification

STATE OF COLORADO

LOCAL AGENCY CERTIFICATION FOR ACCESS TO PII THROUGH A DATABASE OR AUTOMATED NETWORK

Pursuant to § 24-74-105, C.R.S., I, _________________, on behalf of __________________________ (legal name of Local Agency) (the "Local Agency"), hereby certify under the penalty of perjury that the Local Agency has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Local Agency.

Signature: __________________________

Printed Name: __________________________

Title: __________________________

Date: ___________