



MONUMENT TOWN COUNCIL REGULAR MEETING AGENDA

MONDAY, APRIL 7, 2025 – 6:30 PM

Monument Town Hall - Council Chambers
645 Beacon Lite Road - Monument, CO 80132

[Participate Via Microsoft Teams](#)

Participate Via Telephone: 1-719-300-6099 ID: 786 720 292#

[Council Packet](#)

1. Call to Order, Pledge of Allegiance, Roll Call:

2. Disclosures of Conflicts of Interest:

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

3. Approval of the Consent Agenda:

- a. Agenda - April 7, 2025
- b. Meeting Minutes - March 17, 2025
- c. Invoices Over \$25K
- d. Resolution No 19-2025 - A Resolution Authorizing an Agreement With Accessibility Consulting Partners, INC., for Consultant Services to Conduct an Americans With Disability Self-Evaluation and Transition Plan - (*Jennifer Phillips*)

4. Executive Sessions:

- a. Executive Session Pursuant to §§ 24-6-402(4)(f) and (4)(g), C.R.S. for Consideration of Personnel Matters and Documents Protected by the Mandatory Nondisclosure Provisions of the Colorado Open Records Act (Application Records) for Town Manager Candidate #1, Who Has Been Notified of and Consented to the Executive Session - (*Emily Trujillo and Town Attorney*)
- b. Executive Session Pursuant to §§ 24-6-402(4)(f) and (4)(g), C.R.S. for Consideration of Personnel Matters and Documents Protected by the Mandatory Nondisclosure Provisions of the Colorado Open Records Act (Application Records) for Town Manager Candidate #2, Who Has Been Notified of and Consented to the Executive Session - (*Emily Trujillo and Town Attorney*)
- c. Executive Session Pursuant to §§ 24-6-402(4)(g), C.R.S. for Consideration of Documents Protected by the Mandatory Nondisclosure Provisions of the Colorado Open Records Act With Respect to Application Records for Town Manager Candidates - (*Emily Trujillo and Town Attorney*)

5. Action Items:

- a. Designation of Finalists for Town Manager - (*Emily Trujillo*)

6. Triview Promontory Pointe Water Tank Facility Expansion: *Public Hearing(s) Required*

- a. Resolution No. 22-2025 - A Resolution Approving a Final Plat for Triview Utility Subdivision - *(Dan Ungerleider)*
- b. Ordinance No. 07-2025 - An Ordinance Approving a Major Planned Unit Development Amendment for Sanctuary Pointe Phase 3 and a Rezone of 1.1 Acres From Planned Unit Development (PUD) to Public (P) For Triview Metropolitan District Promontory Pointe Water Tank Facility - *(Dan Ungerleider)*
- c. Resolution No 23-2025 - A Resolution Approving a Site Plan for Triview Utility Subdivision - *(Dan Ungerleider)*

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

- a. Ordinance No. 06-2025 - An Ordinance Amending Chapter 18.03.110 of the Municipal Code to Reference the Approved Official Zoning Map By a Date Certain - *(Dan Ungerleider)*

8. Resolutions:

- a. Resolution No. 20-2025 - A Resolution Approving an Amendment to the IGA Establishing the Loop Water Authority - *(Thomas Tharnish)*
- b. Resolution No. 21-2025 - A Resolution Authorizing an Agreement With GOVOS for Consultant Services to Business Tax Renewal Software and Maintenance Services - *(Jennifer Phillips)*
- c. Resolution No. 24-2025 - A Resolution Authorizing Filing of a Petition for Annexation of Old Denver Road - *(Madeline VanDenHoek)*

9. Discussion Items:

- a. Silver Key Active Adult Center - *(Madeline VanDenHoek)*

10. 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.*

11. Future Agenda Item Authorization:

12. Council Comments:

13. Adjournment:

**MONUMENT TOWN COUNCIL
REGULAR MEETING MINUTES**

Monday March 17, 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 Laura Kronick Councilmember Kenneth Kimple Councilmember Marco Fiorito Councilmember Jim Romanello arrived @ 6:34 pm Councilmember Sana Abbott	Madeline VanDenHoek, Interim Town Manager Tina Erickson, Town Clerk John Lupton, Police Commander Bob Cole, Town Attorney Will Williams, Director of IT Thomas Tharnish, Director of Public Works Jennifer Phillips, Director of Finance Laura Hogan, Director of Administration
ATTENDED REMOTELY:	Dan Ungerleider, Director of Planning
ABSENT WITH PRIOR NOTICE:	Sylvia Simpson, Deputy Clerk
ABSENT WITHOUT PRIOR NOTICE:	

2. Disclosures of Conflicts of Interest:

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

3. Approval of the Consent Agenda:

- a. Agenda – March 17, 2025
- b. Meeting Minutes – March 3, 2025.
- c. Resolution No. 16-2025 - A Resolution Authorizing the Issuance of a Special Event Permit for Conducting the Annual Monument Hill Kiwanis 4th of July Parade.
- d. Resolution No. 17-2025 - A Resolution Authorizing the Issuance of a Special Event Permit for Conducting the Annual 4th of July Street Fair and Beer Garden.
Fiorito moved to approve the agenda as presented. Kronick seconded the motion. Roll call vote was taken, and the motion passed 6 to 0.

4. Report(s):

- a. 2024 Annual Report.

5. Resolution(s):

- a. Resolution No. 18-2025 – A Resolution Approving an Amendment to an Engineering Contract for Design and Engineering Services for an Iron Removal System for Wells #11, 12, and 13. Tharnish presented Resolution No. 18-2025 as included in the council packet. The Council was all in favor to move forward and approve the

design of all three wells at one time for the full amount. Fiorito moved to approve Resolution No. 18-2025. Romanello seconded the motion. Roll call vote was taken and the motion passed 6 to 0.

6. Public Comment for Items Not on the Agenda:

- a. Haley Chapin - Taste of Tri-Lakes cares on May 14th at Spruce Mountain Ranch at 5:30pm.

7. Future Agenda Item Authorization(s):

- a. Child abuse awareness month proclamation April 21, 2025.
- b. Arbor day proclamation April 21, 2025.
- c. Mitigation tour with Monument Fire date to be determined.
- d. Mobile A/V unit testing on March 27, 2025 @ 3:00 pm at Monument Community Presbyterian Church.

8. Council Comment(s):

- a. Romanello – PD awards banquet was amazing.
- b. LaKind – El Paso/Teller 911 authority vacancy on the board. Discussed the process with hiring a permanent Town Manager. Next steps to include interviews to be conducted at the April 7, 2025, council meeting during an executive session, publication of finalists on April 8, 2025, with posting for 14 days, and hiring of a new Town Manager on April 22, 2025.
Romanello recommended instead of having a special meeting to be held on April 22nd to move the regular meeting to Tuesday 22, 2025 with staff approval/confirmation on April 7, 2025.

9. Executive Session:

- a. Romanello moved to enter executive session pursuant to 24-6-402 (4)(b) C.R.S. for a conference with the 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. Kronick seconded the motion. Roll call vote was taken and the motion passed 7 to 0.
- b. moved to enter executive session pursuant to 24-6-402 (4)(b) C.R.S., for a conference with the Town Attorney for the purpose of receiving legal advice on specific legal questions regarding pending legal projects and to adjourn upon conclusion of executive session. Abbott seconded the motion Roll call vote was taken and the motion passed 7 to 0.
 - The Council took a 10-minute recess prior to entering executive session.
 - The Council entered executive session at 7:15 pm.
 - The Council concluded executive session at 9:17pm.

10. Adjournment:

- a. The Council adjourned the regular meeting prior to entering the executive session at 7:02 pm.

Respectfully Submitted,

Tina Erickson, Town Clerk

DRAFT

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: 03/17/2025

Matter: Town of Monument-General-20028-0001

Responsible Attorney Split Attorney

Date	Activity	Due Date	Invoice Amount	Payments	Credit	Balance
Invoice #7404	Balance: \$28,220.50					
03/17/2025	Invoice #7404	04/16/2025	\$28,220.50			\$28,220.50
Totals:			\$28,220.50	\$0.00	\$0.00	\$28,220.50

Matter: Town of Monument-Water-20028-0002

Responsible Attorney Robert Cole

Date	Activity	Due Date	Invoice Amount	Payments	Credit	Balance
Invoice #7404	Balance: \$6,574.50					
03/17/2025	Invoice #7404	04/16/2025	\$6,574.50			\$6,574.50
Totals:			\$6,574.50	\$0.00	\$0.00	\$6,574.50

Matter: Town of Monument-Plannning-20028-0008

Responsible Attorney Robert Cole

Date	Activity	Due Date	Invoice Amount	Payments	Credit	Balance
Invoice #7404	Balance: \$3,976.50					
03/17/2025	Invoice #7404	04/16/2025	\$3,976.50			\$3,976.50
Totals:			\$3,976.50	\$0.00	\$0.00	\$3,976.50

Totals for all Client Matters:	\$38,771.50	\$0.00	\$0.00	\$38,771.50
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MEMORANDUM

TO: The Mayor and Town Council
FROM: Jennifer Phillips, Finance Director
DATE: April 21, 2025
RE: Approving payment of a community partnership contribution to Tri-Lakes Cares in the amount of \$25,000.

BACKGROUND:

Tri-Lakes Cares is dedicated to making a positive impact on families and individuals in need in northern El Paso County. People typically come to Tri-Lakes Cares to shop at their no-cost Market, where they find a variety of fresh and non-perishable foods, everyday household items, and a warm welcome from staff and volunteers. Eligible neighbors may also access housing, transportation, medical, and referral services. Looking to the future, Tri-Lakes Cares aims to be the catalyst for creating a strong and compassionate community safety net to ensure everyone has the support they need.

The Adopted 2025 includes \$25,000 as a community partnership contribution to Tri-Lakes Cares.

INVOICE

Tri-Lakes Cares
235 Jefferson St PO Box 1301
Monument, CO 80132-9188

info@tri-lakescares.org
+1 (719) 481-4864
www.tri-lakescares.org



Town of Monument (Account #491)
Bill to
Portia Hermann
Town of Monument
645 Beacon Lite Rd
Monument, CO 80132 USA

Invoice details
Invoice no.: Bloom63539 (2)
Terms: Net 30
Invoice date: 03/20/2025
Due date: 04/19/2025

#	Product or service	Description	Qty	Rate	Amount
1.	Business Contribution	General Operating Donation	1	\$25,000.00	\$25,000.00
Total				\$25,000.00	



MEMORANDUM

TO: The Mayor and Town Council
FROM: Jennifer Phillips, Finance Director
DATE: April 7, 2025
RE: Adoption of Resolution 19-2025 Approving an Agreement with Accessibility Consulting Partners, Inc., for consultant services to conduct an ADA Self-Evaluation and Transition Plan

BACKGROUND:

The Americans with Disabilities Act (ADA) of 1990 is a civil rights statute (hereinafter referred to as the Act) that prohibits discrimination against people who have disabilities. There are five separate Titles (sections) of the Act relating to different aspects of potential discrimination. Title II of the Act specifically addresses the subject of making public services and public transportation accessible to those with disabilities. With the advent of the Act, designing and constructing facilities for public use that are not accessible by people with disabilities constitutes discrimination.

The Act applies to all facilities, including both facilities built before and after 1990. As a necessary step to a program access plan to provide accessibility under the ADA, state and local government, public entities or agencies are required to perform self-evaluations of their current facilities, relative to the accessibility requirements of the ADA. The agencies are then required to develop a Transition Plan, to address any deficiencies. The Plan is intended to achieve the following:

- (1) identify physical obstacles that limit the accessibility of facilities to individuals with disabilities,
- (2) describe the methods to be used to make the facilities accessible,
- (3) provide a schedule for making the access modifications, and
- (4) identify the public officials responsible for implementation of the Transition Plan.

The Plan is required to be updated periodically until all accessibility barriers are removed. The Town of Monument does not have a Transition Plan.

DISCUSSION

On January 27, 2025, the Town issued a Request for Proposals for consultant services to conduct an ADA self-assessment and transition plan. Proposals were due on February 28, 2025. The Town received eight (8) proposals by the due date. Evaluation criteria were developed prior to the proposal submission deadline along with identifying staff members to serve on the proposal review committee.

On March 11, 2025, the review committee, with representatives from Finance, Human Resources and Public Works met to discuss the proposals and select the top consultant firm. Accessibility Consulting Partners, Inc., was selected and an in-person interview was subsequently scheduled. This meeting was expanded to include staff representatives from Administration and Planning. Following this interview meeting, the entire team agreed that Accessibility Consulting Partners, Inc., are the most qualified and best suited to provide an ADA self-assessment and transition plan

RESOLUTION: Staff have submitted Resolution 19-2025 approving an Agreement with Accessibility Consulting Partners, Inc., in the not to exceed amount of \$66,460 for consultant services to conduct an ADA Self-Evaluation and Transition Plan.



**PROFESSIONAL SERVICES AGREEMENT FOR
ADA PLAN SERVICES
BETWEEN
TOWN OF MONUMENT
and
ACCESSIBILITY CONSULTING PARTNERS, INC**

THIS SERVICES AGREEMENT ("Agreement") is made and entered into the most recent day and year set forth below by and between the **TOWN OF MONUMENT**, a home-rule municipality organized under the laws of the State of Colorado ("Town"), whose mailing address 645 Beacon Lite Road, Monument, CO 80132, and **ACCESSIBILITY CONSULTING PARTNERS, INC** ("Contractor"), whose mailing address is 1055 Big Valle Drive, Colorado Springs, CO 80919. 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 April 15, 2025 and completed no later December 31, 2025. Any modifications to such deadlines must be agreed upon in writing by the Parties prior to the applicable deadline.

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

4. Suspension. Without terminating this Agreement or breaching its obligations hereunder, the Town may, at its convenience, suspend the services of the Contractor by giving the Contractor written notice one (1) day in advance of the suspension date. Upon receipt of such notice, the Contractor shall cease its work in as efficient a manner as possible 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 **\$66,460** in Exhibit A. The Town shall provide no benefits to the Contractor other than the compensation stated above. The Contractor shall bill its charges to the Town periodically, but no more frequently than once a month.

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

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

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

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

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

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

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

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

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

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

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

13. Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

14. Intentionally Deleted.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signature Pages Follow]

TOWN:

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

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

CONTRACTOR:

NAME OF CONTRACTOR

By: Accessibility Consulting Partners, Inc.
Name: Nicholas Kelley *Nicholas Kelley*
Title: Principal | Project Manager
Date: 03/24/2025

EXHIBIT A
SCOPE OF SERVICES AND COMPENSATION



EMPOWERING ACCESS | ADVANCING COMPLIANCE
YOUR PARTNERS IN ACCESSIBILITY

February 28th, 2025

MONUMENT, CO

RFP # 25-001 ADA Self-Evaluation & Transition Plan



Prepared By:

Accessibility Consulting Partners, Inc.

Accessibility Consulting Partners | Nicholas Kelley
1055 Big Valley Dr, Colorado Springs, CO 80919
719.659.6412 | nkelley@acpco-inc.com



Jennifer Phillips, Director of Finance
Town of Monument, Colorado

In response to the Town of Monument's need for an accessibility partner to conduct a Town-wide Self-Evaluation and Transition Plan, Accessibility Consulting Partners, Inc., henceforth referred to as ACP, is eager to offer our expertise. Our proposal aims to address the Town's specific ADA consulting needs.

The ACP Team has extensive experience assisting municipalities of all sizes in fulfilling their ADA obligations and addressing concerns related to accessibility. Our objective is to enhance the Town's accessibility, promote a culture of non-discrimination, ensure accommodations for individuals with disabilities, and assist the Town in its endeavor to be a safe, thriving, premier place to live for all residents.

With decades of collective experience and a diverse array of certifications—including Certified Access Specialist (CASP), Registered Accessibility Specialist (RAS), and Certified ADA Coordinators (ADAC)—our team is well-prepared to assist the Town with its accessibility goals. ACP will conduct a comprehensive Self-Evaluation followed by a Transition Plan. The SETP process includes an assessment of the Town's facilities and parks, a review of the public right-of-way, as well as a review of the Town's policies, programs, services, activities, and website. We intend to collaborate with the Town to identify any barriers or deficiencies that may hinder access to individuals with disabilities. Our proposed approach includes providing a clear remediation strategy, estimated costs for remediation, and a prioritization method for the Town to follow.

Our proposal includes a brief overview of the ACP Firm, highlighting our firm's extensive experience and qualifications. Also provided is an introduction to our team members along with their backgrounds and expertise. Additionally, the proposal details ACP's project approach, references, and examples of our proven project experience. Concluding this proposal is our proposed project timeline and implementation schedule for phased work and a transparent breakdown of ACP's cost schedule to perform the services requested by the Town.

We look forward to collaborating with the Town of Monument to advance its commendable accessibility initiatives. ACP eagerly awaits your response and the chance to contribute to the development and implementation of an effective ADA Self-Evaluation and Transition Plan.

Warm Regards,



Nick Kelley | Principal - Project Manager | Contact: 719.659.6412

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SCHEDULE

ACP projects the following timeline for the Town of Monument's ADA Self-Evaluation and Transition Plan: The total duration of the project is expected to be seven months, contingent upon receiving a signed contract in April 2025. April will serve as the planning phase, with the on-site survey and assessment commencing in May and concluding by the end of July. By the end of September, a draft transition plan will be completed and submitted to the town for input and feedback. Any feedback received will be incorporated into the final transition plan, which will be delivered by the end of October.

	Year						
Project Tasks	Apr	May	Jun	Jul	Aug	Sep	Oct
Kick-Off/ Bi-weekly Meetings							
Policy Assessment							
Facilities Assessment							
PROW Assessment							
Staff Training							
Website Assessment							
Self-Evaluation							
Transition Plan							

COST PROPOSAL

At ACP, we take pride in providing ADA accessibility assessments, particularly for complex projects like the comprehensive Self-Evaluation and Transition Plan within the Town of Monument. Our rates and allocated time for data collection reflect our dedication to excellence and thoroughness in every aspect of our work.

Our team of expert ADA Accessibility Specialists is renowned for their meticulous approach to identifying and documenting potential barriers within each facility and within the public right-of-way. Each team member is highly qualified and brings extensive practical knowledge in ADA compliance, ensuring our assessments are thorough and align with the latest standards and best practices.

The lump sum cost for a complete ADA Self-Evaluation and Transition Plan is **\$66,460.00**. This cost includes all reimbursable related expenses.



COST PROPOSAL

ADA Transition Plan	COST
Policy Assessment	\$ 5,000.00
Facilities Assessment	\$ 4,800.00
PROW Assessment	\$ 33,100.00
Staff Training	\$ 2,280.00
Website Assessment	\$ 12,000.00
Self-Evaluation Report	\$ 2,080.00
Transition Plan Database and Report	\$ 5,200.00
Project Management/Quality/Admin	\$ 2,000.00
TOTAL	\$ 66,460.00

The below provided schedule of rates outlines the categories and titles of employees designated to support our consulting projects.

CATEGORY/JOB TITLE	RATE/HR
Expert ADA Technical Advisor	\$155.00
Project Manager	\$130.00
ADA Technical Advisor	\$125.00
Accessibility Specialist	\$95.00



Welcome to ACP, where we are your partners in accessibility, assisting you by empowering access and advancing compliance.

Fueled by a commitment to accessibility across all ADA Covered entities, ACP was founded to fill this crucial gap. The company's inception was rooted in the belief that compliance with ADA regulations should not be treated as a mere checkbox but as a fundamental pillar of ethical business practice and social responsibility. ACP's team is comprised of renowned leaders in ADA compliance, with a strong record of 30+ successful ADA Self-Evaluation and Transition Plan Projects. This mission is deeply personal to our team, as one of our founders has firsthand experience navigating life with a disability, providing a unique insight into the real-world impact of accessibility barriers. ACP and our staff are nestled in the vibrant landscape of Colorado Springs. Our team members carry a decade-long legacy of collaboration and have a combined 40+ years of experience in the ADA consulting industry, ensuring a depth of knowledge that translates into meaningful, actionable solutions for our clients.

ACP was incorporated in the state of Colorado in May of 2024. We currently employ five employees. While our company has only been in business for a short time, our employees have a combined 40+ years of experience in the accessibility consulting world and include former employees of the Rocky Mountain ADA Center located in Colorado Springs. Since May of 2024, we have been engaged for a total of 20 projects totaling \$384,780, with four of those projects located within El Paso County, totaling \$10,800.

We specialize in tackling the challenges posed by disability law compliance, extending our expertise to municipalities, schools, and businesses, nationwide. With ACP as the town's trusted partner, navigating the journey to accessibility will be done with confidence, ensuring not only a positive impact on Monument's growing community of 10,888 residents but also with peace of mind knowing your town is on the way to becoming fully ADA compliant for the 493 community members living with a disability.

Knowledge:

ADA Titles (I) (II) (III) | Architectural Barriers Act (ABA) | California Building Code (CBC) Sections 11A and 11B | Accessible and Usable Buildings and Facilities (ANSI) A117.1 | Fair Housing Act (FHA) Public Right-of-Way Accessibility Guidelines (PROWAG) | Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) | Outdoor Developed Areas (ODA) | Web Content Accessibility Guidelines (WCAG)

Services:

WCAG Assessments
Policies and Procedures
Facility Assessments
Public-Right-of-Way Assessments
Staff Knowledge Assessments
Public Engagement
Transition Plan Development
On-Going Consulting



SIMILAR PROJECT EXPERIENCE

ACP has a demonstrated track record of successfully completing projects across the United States. Presented below are relevant projects of comparable size and scope within the same region.

Name	Location	Type of Project
ACP Projects		
Town of Breckenridge	CO	SETP/PROW
City of Lakewood	CO	On-Call
Larimer County	CO	On-Call
Gilpin County	CO	FAC
Fort Collins Railroad	CO	PROW
Colorado Commercial Real Estate	CO	FAC
Nectar Equities	CO	FAC
Lee' Summit R-7 School District	MO	SETP
City of Independence	MO	SETP
San Bernardino County	CA	On-Call
City of Eau Claire	WI	SETP
Projects Completed by ACP Staff		
City and County of Denver	CO	PCA
Foothill Parks and Recreation	CO	SETP
South Suburban Parks and Recreation	CO	SETP
Town of Castle Rock	CO	SETP
City of Centennial	CO	PROW
Evergreen Parks and Recreation	CO	SETP
City of Wheat Ridge	CO	SETP
City of Arvada	CO	SETP/PROW
City of Trinidad	CO	SETP/PROW

Name	Location	Type of Project
Lumpkin County	GA	PCA
City of Cheyenne	WY	SETP
City of Loveland	CO	SETP/PROW
City of Fort Morgan	CO	PCA
Greeley Parks and Recreation	CO	FAC
Town of Silverthorne	CO	SETP/PROW
Town of Oro Valley	AZ	PROW
City of Seattle	WA	SETP
South Dakota Department of Human Services	SD	SETP
University of Oklahoma College of Medicine	OK	FAC
New York City Metropolitan Transportation Authority	NY	FAC
Boulder County	CO	SETP
Town of Silverthorne	CO	SETP
Transient Lodging Facility – Pagosa Springs	CO	FAC
Transient Lodging Facility – Durango	CO	FAC
Transient Lodging Facility – Avon	CO	FAC
City of Bristol	TN	SETP

SETP: Self Evaluation & Transition Plan

FAC: Facility Assessment

On-Call: As Need Basis

PROW: Public Right-of-Way

PCA: Project Civic Access





City of Lakewood, Colorado | SETP

All key members of the ACP team collaborated with Lakewood's ADA Advisory Team to develop a comprehensive Self-Evaluation and Transition Plan as part of phase I of the project, covering 38 facilities, 75 parks, and 1 trail. Additionally, members of the ACP team helped to refine Lakewood's ADA policies to align with Title II regulations, provided specialized training to Lakewood staff, and engaged with the disability community through extensive public outreach.

Start / End Date:

Aug 2022 – Aug 2023

Contract Value:

\$325,000.00

Project Type:

SETP

Reference:

ADA Coordinator

Billy Cooper

(303) 987-7612

wilco@lakewood.org

480 South Allison

Parkway, Lakewood,

CO 80226



Town of Breckenridge, Colorado | SETP

ACP collaborated with the Town of Breckenridge, Colorado, by implementing an ADA Transition Plan aligned with ADA and PROWAG guidelines. Included in this project was surveying 67 facilities and 26 miles of sidewalks. This comprehensive plan aimed to make Breckenridge more inclusive and accessible to all community members. The process has been characterized by innovative solutions, extensive community engagement, data-driven decision-making, efficient fiscal management, and streamlined interdepartmental collaboration. We believe these approaches are positively transforming the landscape of Breckenridge for all its residents and visitors.

Start / End Date:

June 2023 – Nov 2024

Contract Value:

\$230,022.00

Project Type:

SETP

Reference:

ADA Coordinator

Dannie York

(970) 547-3127

danniey@townofbreck

enridge.com

150 Ski Hill Road

Breckenridge, CO

80424



Larimer County, Colorado | SETP

All key members from the ACP Team had a successful collaboration with Larimer County on an extensive ADA Self-Evaluation and Transition Plan project. This partnership demonstrated members of the current ACP Team's dedication to accessibility, inclusivity, and precision. ACP team members meticulously analyzed existing ADA policies, engaged with county staff through interviews and surveys, and audited 16 facilities, 14 parks, 207 intersections, and 150 miles of sidewalks. The comprehensive Transition Plan Database, a result of this effort, will serve Larimer County as a valuable tool for guiding ADA implementation and monitoring barrier removal progress. ACP's staff has proven excellence and unwavering commitment that make us the ideal candidate to enhance the Town of Monument's accessibility and community well-being.

Start / End Date:

Jun 2019 – Sep 2020
(Currently contracted for on-call consulting)

Contract Value:

Variable Fee for On-Call Projects

Project Type:

SETP

Reference:

Risk Manager
Jeffrey L Green
(970) 498-5962
jlgreen@larimer.org
200 West Oak Street,
Suite 4000 Fort
Collins, Co 80521



City of Independence, MO | SETP

ACP has conducted an in-depth assessment of 50 City-owned facilities for the City of Independence and is developing a comprehensive Self-Evaluation and Transition Plan. Additionally, we are establishing clear procedures for addressing grievances related to accessibility. These efforts will equip the City with a valuable framework for ADA compliance and the effective removal of barriers. ACP's unwavering commitment to excellence makes us the ideal partner to enhance the Town's accessibility, ensuring a more welcoming community.

Start / End Date:

Sep 2024 – Jan 2025

Contract Value:

\$99,599

Project Type:

SETP

Reference:

ADA Coordinator
Charles Harvey
(816) 325-7768
CRHarvey@indepmo.org
17221 East 23rd St. S
Independence, MO
64057



SIMILAR PROJECT EXPERIENCE



Lee's Summit R-7 School District, MO | FAC

ACP thoroughly assessed 33 district facilities for Lee's Summit R-7 School District, resulting in a comprehensive Self-Evaluation Assessment Report and a detailed Transition Plan data table. These tools will assist the district in effectively implementing ADA improvements and tracking progress on barrier removal. ACP's commitment to excellence and our proven track record in delivering meaningful accessibility solutions position us as an ideal partner in advancing the district's inclusivity and overall community well-being.

Start / End Date:

May 2024 – September 2024

Contract Value:

\$149,350

Project Type:

Facility Assessment

Reference:

Director of Facilities

Kyle Gorrell

(816) 986-2425

Kyle.gorrell@lsr7.net

301 NE Tudor Rd.

Lee's Summit, MO 64086

PROJECT SPECIFIC INFORMATION

Project Management Approach

Our project management methodology ensures effective oversight and seamless execution. Through structured organization and data-driven prioritization, we deliver sustainable accessibility improvements that align with regulatory standards and community expectations.

Kick-off Meeting:

ACP recognizes the importance of a well-structured kick-off meeting to establish clear expectations and ensure alignment between all stakeholders. This meeting will set the foundation for the project by defining objectives, methodologies, and deliverables while ensuring transparency and collaboration from the start.

During the kick-off, ACP will work closely with the town to clarify project expectations, survey methodology, key priorities, and ADA compliance challenges specific to the project scope. This meeting will also serve as an opportunity to introduce ACP staff and familiarize the town with the team's roles and expertise. By ensuring all involved parties understand their responsibilities, we establish a strong foundation for seamless coordination throughout the project.

Through this structured kick-off meeting, ACP and the town will collaboratively establish a well-defined schedule for project deliverables, ensuring a focused and efficient approach to improving accessibility within the town's infrastructure.



Major Decision Making:

Our project manager will collaborate closely with the town to identify essential decision points and establish a timely decision-making process, evaluating options and presenting recommendations based on expertise and project requirements. This process will involve a collaborative discussion with town staff, where options will be evaluated, and the ACP team will impart recommendations based on our breadth of knowledge and understanding of the town's goals.

Internal Control Procedures:

We maintain robust internal control procedures to safeguard work products and ensure compliance with project requirements, including quality assurance processes, document management protocols, and data security measures. All deliverables are rigorously examined and reviewed by multiple members of our team, ensuring that product deliverables are clear, concise, and easy to understand.

Flexibility and Problem Resolution:

ACP emphasizes flexibility in adapting to changes and addressing problems proactively, working closely with the town to implement necessary adjustments and ensure project completion. We understand that project scope may change, and unexpected challenges may arise. Our team is well equipped and experienced to manage these changes, pivot, and offer the town smart solutions.

Contingency Planning:

ACP develops detailed contingency plans to anticipate and mitigate potential delays, outlining alternative courses of action and backup resources to ensure timely project completion. Our project manager will proactively identify and address any potential concerns with town staff to minimize interruptions to the project timeline. This approach safeguards the town from adverse situations, keeping the project on time and within budget.

Ongoing Monitoring and Adjustments:

From project kick-off to the concluding action items, our project manager diligently monitors progress. By tracking key milestones, performance indicators, and conducting regular evaluations and status meetings, our project manager can assess potential risks, identify early signs of delay, and keep the project on track.

PROJECT UNDERSTANDING AND APPROACH

The project scope for the Town of Monument is tailored to address barriers systematically, providing clear guidance and cost estimates for barrier removal efforts. By prioritizing actionable items and leveraging innovative technologies, ACP will pave the way for transformative change and lasting accessibility for the Town of Monument.

Within the project scope there are seven main tasks comprised of the following:



1. Policy Assessment
2. Facility Assessment
3. Public Right-of-Way Assessment
4. Staff Training
5. Website Assessment
6. Self-Evaluation Report
7. Transition Plan Report and Data Table

Policy Assessment

ACP will conduct a comprehensive policy assessment for the Town of Monument, utilizing our extensive expertise in ADA compliance. Our approach involves meticulously reviewing existing policies, standards, and guidelines for public infrastructure accessibility. The 16 key policies ACP will examine are:

- | | |
|--|--|
| 1. Information and Communication Technology (ICT*) | 8. Mobility Device Policy |
| 2. Contracting Policy | 9. Non-Discriminatory Eligibility Criteria |
| 3. Designation of ADA Coordinator | 10. Public Notice under the ADA |
| 4. Effective Communications | 11. Reasonable Accommodation Policy |
| 5. Emergency Management Policies and Procedures | 12. Reasonable Modification Policy |
| 6. Equal Employment Policy | 13. Self-Evaluation Policy |
| 7. General Program Access Policy | 14. Service Animal Policy |
| | 15. Ticketing Policy |
| | 16. Transportation Access Policy |

Through collaborative efforts with Town staff and key stakeholders, we will identify gaps and deficiencies and propose comprehensive updates to ensure complete alignment with ADA requirements. ACP will provide the Town with templates to assist in the revision or creation of key ADA policy documents. ACP's thorough assessment will address current compliance issues and provide strategic recommendations for future improvements, ensuring that the Town of Monument remains proactive in creating an accessible and inclusive environment for all its residents.

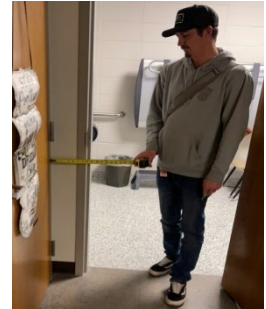


Facility Assessment

On September of 2010, the Department of Justice (DOJ) adopted the new 2010 ADA Standards for Accessible Design. ACP bases its data collection on this set of standards. For outdoor facilities, such as parks, ACP utilizes Outdoor Developed Areas Guidelines as best practices, as they have not yet been fully incorporated into the ADA standards. Our team has a nuanced understanding of these standards and best practices, which allows us to provide the town with a well-rounded and comprehensive approach.



Part of our audit process of town facilities encompasses a strategic method for facility prioritization, including looking into non-structural alternatives. Prioritizing accessibility across buildings and facilities entails a nuanced approach that considers various factors. ACP will conduct a comprehensive assessment of not only the town's facilities but also their programs to give a high-level overview of accessibility barriers. After this assessment, ACP will categorize barriers into a well-defined ranked list.



For the on-site audit process, ACP will leverage our extensive experience and advanced tools such as smart levels, tape measures, door pressure gauges, and GNSS receivers, for precise geolocation of exterior spaces, to conduct an audit of Monument's existing facilities. This includes parks, streets, intersections, and other publicly accessible outdoor infrastructures. Our comprehensive assessment will document and provide detailed recommendations for remedying any identified deficiencies to ensure these spaces meet accessibility standards, thereby enhancing usability for all community members. Using our proprietary in-house data collection software, ACP will meticulously document findings and prioritize actions to improve overall accessibility within these public areas, supporting Monument in fostering more accessible environments.

Recreation Programs and Facilities

Among the diverse services, programs, and activities offered by public entities, recreation programs are uniquely tied to and reliant on physical access to various facilities, elements, and features. This dependence covers various locations, including recreation centers, parks, open spaces, multi-use paths, trails, libraries, and performance venues. Ensuring access to recreation programs goes beyond just physical spaces; it also involves making catalogs and applications, whether in print or online, accessible to individuals with disabilities. Recreation providers must also know their responsibilities to provide auxiliary aids and services to ensure effective communication.

Parks and Open Spaces

Outdoor facilities pose unique challenges for ensuring program accessibility. For example, parks must ensure that amenities like picnic tables provide equal opportunities for individuals with disabilities. Parks encompass a variety of features and elements, including playgrounds, swimming pools, fishing piers, exercise equipment, sports fields, and facilities such as concession stands and restrooms, all of which have distinct accessibility requirements.

Trails

Trails offer a variety of ground surfaces intended to present various levels of physical challenge. Paving these trails would significantly alter the character of the programs they support. Despite minimal accessibility requirements, it is vital to ensure that these facilities are accessible to qualified individuals with disabilities. The federal Architectural Barriers Act Accessibility Standards (ABAAS) include scoping and technical provisions that specifically address outdoor developed areas, such as trails. We will achieve this by carefully balancing the preservation of trail character with the implementation of accessibility enhancements, ensuring compliance with ABAAS while maintaining the intended physical challenges.

Public Right-of-Way

ACP will work with the town to identify the public right-of-way facilities subject to ADA requirements. Generally, all provided pedestrian facilities located within the public right-of-way (PROW), such as public sidewalks, crosswalks, curb ramps, bus stops, etc., are essential components of the public transportation infrastructure and should comply with accessibility requirements for title II entities. Public sidewalks, designed primarily for transportation, play a pivotal role in facilitating travel. However, inadequate accessibility for individuals with disabilities on these sidewalks can significantly hinder their ability to reach local services, public accommodations, and fixed-route public transit, even over short distances. While no formally adopted technical standards have been put in place, The Federal Highway Administration recognizes the Public Right-of-Way Accessibility Guidelines as “recommended best practices.” The primary goal is to address barriers effectively and efficiently to enhance accessibility within public programs. Prioritizing barrier removal within the public right-of-way is closely tied to location and activity. ACP will assist the town in determining areas of high priority by assessing the proximity to ADA covered entities.

Staff Training

ACP is dedicated to promoting accessibility and inclusivity. We can offer specialized training for your staff on the accessibility requirements outlined in the Americans with Disabilities Act (ADA), including in the field trainings for data collection. This training will empower your team with the essential knowledge and practical skills to ensure compliance with these important regulations. Additionally, we have contacts with regional ADA Centers and professional individuals who provide training sessions on a variety of topics including website accessibility, disability etiquette, service animals, etc.

Following the delivery of the Self-Evaluation and Transition Reports, Transition Plan Data Table, and ArcGIS geodatabase and hosted feature class layers, a one-hour recorded training session per report will be conducted by our project manager. These sessions will provide an in-depth review of the report’s findings, recommendations, methodology, and functionality for each deliverable, ensuring that town staff clearly understand how to interpret and apply the information.

Website Accessibility

The website accessibility assessment aims to identify and address barriers across the town’s digital assets, ensuring compliance with WCAG 2.1 AA standards, ADA requirements, and other relevant accessibility guidelines. ACP



utilizes Able IT Pros as a sub-consultant for the website accessibility task. The scope of this project includes a thorough evaluation of the following:

Website: The main Town of Monument website, assessing its navigation, structure, content, and functionality.

Digital Documents: PDFs, Word documents, and other downloadable resources, ensuring compliance with accessibility standards for digital files.

This assessment is designed to uncover accessibility barriers, evaluate usability across various user scenarios, and provide actionable recommendations for achieving compliance and improving user experience. By addressing these issues, Monument can ensure equal access to its digital resources for all community members.

Objectives

The primary objectives of this accessibility assessment are as follows:

Compliance with Accessibility Standards

- Evaluate all digital assets to ensure alignment with WCAG 2.1 AA standards, ADA requirements, and other relevant guidelines for accessibility.
- Identify non-compliance areas and prioritize issues for remediation.

Identify Accessibility Barriers

- Uncover barriers that may prevent individuals with disabilities from effectively accessing and using Monument's digital assets.
- Assess how well the website and digital documents accommodate users relying on assistive technologies such as screen readers, keyboard navigation, and switch devices.

Enhance Usability and Inclusion

- Improve the overall user experience by ensuring that digital assets are intuitive and accessible to all, regardless of ability.
- Address usability challenges for individuals with visual, auditory, motor, or cognitive disabilities.

Provide Actionable Recommendations

- Deliver a comprehensive report that identifies issues and provides practical solutions to improve accessibility across the website and digital documents.
- Include a prioritized remediation roadmap to guide implementation efforts effectively.

Scope of Assessment

This accessibility assessment will evaluate the website and digital documents associated with Monument. The testing process will identify accessibility barriers, provide actionable recommendations, and guide remediation efforts to ensure compliance with WCAG 2.1 AA standards and ADA requirements.



The website assessment will focus on identifying accessibility issues affecting navigation, structure, content, and multimedia elements. Testing will include:

- **Automated Testing:** Using tools to identify common WCAG violations, such as missing alt text, color contrast issues, and improper ARIA usage.
- **Internal Testing:** Conducting manual evaluations for keyboard navigation, focus management, and screen reader compatibility.
- **External User Testing:** Involving real users with disabilities to assess the website's usability and accessibility, ensuring it accommodates diverse needs.
- **Optional Focus Groups:** Conducting focus groups with users with disabilities to gather in-depth feedback on the website's functionality and accessibility. This service is available for an additional fee.

Methodology

The accessibility assessment for Monument will be conducted using a combination of automated tools, manual testing, and external user feedback to ensure comprehensive and accurate results. The following steps outline our methodology:

Planning and Discovery

- Conduct an initial review of the website (<https://townofmonument.org>) to understand the structure, content, and functionality.
- Collaborate with the Town of Monument to identify key areas of focus and any high-priority content or features.

Automated Testing

- Use industry-standard tools for website assessments to identify common accessibility issues like:
 - Missing alternative text for images.
 - Inadequate color contrast.
 - Improper use of ARIA roles and attributes.

Manual Testing

Conduct in-depth manual evaluations to uncover issues that automated tools might miss, such as:

- Keyboard navigation and focus order.
- Screen reader compatibility.
- Usability of forms, buttons, and other interactive elements.
- Dynamic content functionality and responsiveness across devices.

External User Testing



- Involve users with disabilities, such as individuals with visual, auditory, motor, or cognitive impairments, to perform real-world testing on the website.
- Gather insights into how accessible and intuitive the digital platforms are for diverse users.

Reporting

Compile a comprehensive report for the website that includes:

- Identified accessibility issues categorized by severity and impact.
- Recommendations for remediation and compliance improvements.
- A prioritized roadmap to guide implementation efforts.

Self-Evaluation Report

Prioritizing Buildings and Facilities

The DOJ prioritizes addressing significant barriers, such as inaccessible entrances, over minor issues like a grab bar mounted too high. Achieving program accessibility does not always require structural changes—ACP may recommend relocating programs, services, or activities online to better serve the community.

If awarded the project, ACP will collaborate with the town to refine prioritization using detailed data and community input. Our prioritization matrix focuses on effective remediation by considering usage levels. Facilities are categorized as follows: "0 - High" for the top three facilities with the highest pedestrian volume, "1 - High" for public facilities with high pedestrian volume, "2 - Moderate" for shared facilities with moderate pedestrian volume, and "3 - Low" for employee-only facilities. This approach ensures critical areas are addressed first, maximizing benefits for individuals with disabilities.

Draft and Final Plan

ACP will develop a comprehensive draft of the Self-Evaluation, which thoroughly analyzes the town's ADA compliance within its Facilities and Parks. As this is a draft report it will change and be updated overtime. This evolving report will identify areas of non-compliance, detailing specific barriers and obstacles that hinder accessibility. Each identified issue will be prioritized based on its impact on accessibility, allowing for the most critical obstacles to be addressed first. ACP will prioritize barriers based on a variety of factors including volume of public presence and program activity, as well as feedback received from the community. By providing detailed findings and actionable recommendations, ACP aims to facilitate Monument's goal of achieving full ADA compliance. This report will serve as a vital tool for the town, guiding its efforts to enhance accessibility in a structured and efficient manner.

Link to Sample Self-Evaluation Assessment Report: [Self-Evaluation Assessment Report - Sample](#)

Transition Plan Data Report and Data Table

Transition Plan Report

ACP will create a detailed Transition Plan draft, as this is a living and breathing document which will be altered over time, outlining the necessary steps to address identified accessibility barriers. This plan will include clear



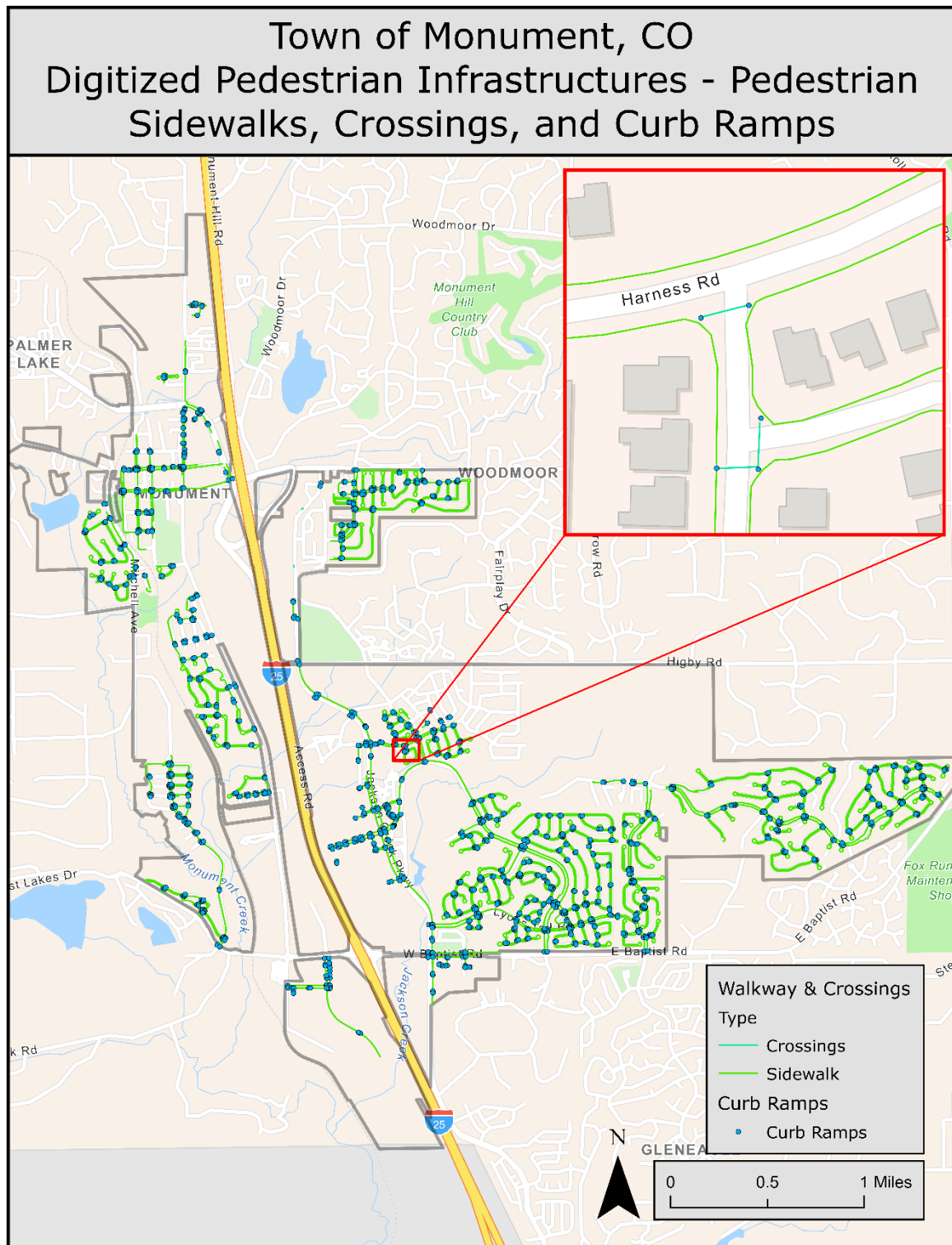
timelines, delineating when each action should be completed, and identifying responsible parties to ensure accountability. The draft report will serve as a clear roadmap for the town to achieve ADA compliance, ensuring a systematic and practical approach to improving accessibility. This structured plan will help the town prioritize resources and actions, leading to more efficient and impactful accessibility enhancements.

This report will serve as the capstone of our assessment process. This document will encapsulate the rigor, methodology, and standards employed during our extensive data collection and analysis phases as well as harmonize findings, recommendations, and actionable insights drawn from all assessments.

Within the Assessment Report, our prioritization methodology will be made clear which is particularly reflected in the Transitions Plan Data Table (TPD). The TPD employs a systematic approach to prioritizing accessibility issues, all while taking the town's budgetary constraints into account.

This multi-dimensional view allows stakeholders to understand not only the scope but also the critical nature of each accessibility challenge. To ensure a robust and transparent review process, each assessment will be incorporated as appendices at the end of the Assessment Report to serve as both stand-alone resources and essential backdrops to the overarching recommendations. ACP will collaborate closely to develop a realistic and strategically phased timeline for barrier removal that will reflect a nuanced understanding of budgetary considerations, enabling the town to make informed decisions as it moves towards full ADA compliance.

	Location: SAMPLE Total Attributes Assessed: 35 Total Non-Compliant Attributes: 35 Total Estimated Cost: \$76,340.00
	Location: SAMPLE Total Attributes Assessed: 65 Total Non-Compliant Attributes: 65 Total Estimated Cost: \$71,135.00
	Location: SAMPLE Total Attributes Assessed: 48 Total Non-Compliant Attributes: 48 Total Estimated Cost: \$36,530.00



Link to Sample Geodatabase & Hosted Feature Class Deliverable:

[Public Right-of-Way - Sample Deliverable](#)

The above cartographic map represents the digitized pedestrian infrastructure for the Town of Monument, CO, developed using ArcGIS Pro. The dataset was derived from raster imagery and town zoning feature class layers and processed through geospatial techniques to ensure accuracy, including raster reclassification, vector extraction, and manual refinement.

The analysis estimates 1,318 curb ramps across the town, supporting accessibility improvements and ADA compliance. The digitized sidewalk network spans approximately 89.31 miles, measured using sidewalk centerlines, with an additional 5.2 miles of pedestrian crossings, totaling 94.51 miles of pedestrian right-of-way.

Digitizing the feature class layers within a geodatabase will allow seamless integration into the town's existing Cartegraph asset management system, enhancing data accessibility and operational efficiency.

This map is a critical tool for town planners, engineers, and accessibility consultants, offering valuable insights into the pedestrian landscape. The estimated curb ramps and sidewalk data can help prioritize future upgrades and ensure equitable mobility for all residents and visitors.

Transition Plan Data Table (TPD)

The Transition Plan Data Table (TPD) serves as a cornerstone in the development and ongoing management of the Barrier Assessment. Hosted in a highly versatile and user-friendly Microsoft Excel format, the TPD aggregates all the crucial data points needed for a comprehensive understanding of accessibility issues with the ability to search, sort, filter, and edit with ease. The town's team will be able to meticulously document, track, and update the resolution status of each identified accessibility barrier. Through an array of customizable fields, the TPD can also capture additional context, such as priority rankings, estimated costs, and responsible parties, turning it into an invaluable tool for project management and budgetary oversight. Furthermore, the TPD can serve as a real-time dashboard for stakeholders, providing instantaneous updates on project milestones. Given its centrality in the Assessment and Transition Plan, the TPD also plays a vital role in compliance auditing, offering an evidentiary trail for regulatory reviews and public inquiries. With its exhaustive detail and interoperable features, the TPD forms a data repository and a living document that evolves along with the Town of Monument's ongoing efforts to achieve ADA compliance.

Link to Sample Transition Plan Data Table: [Transition Plan Data Table \(TPD\) - Sample](#)

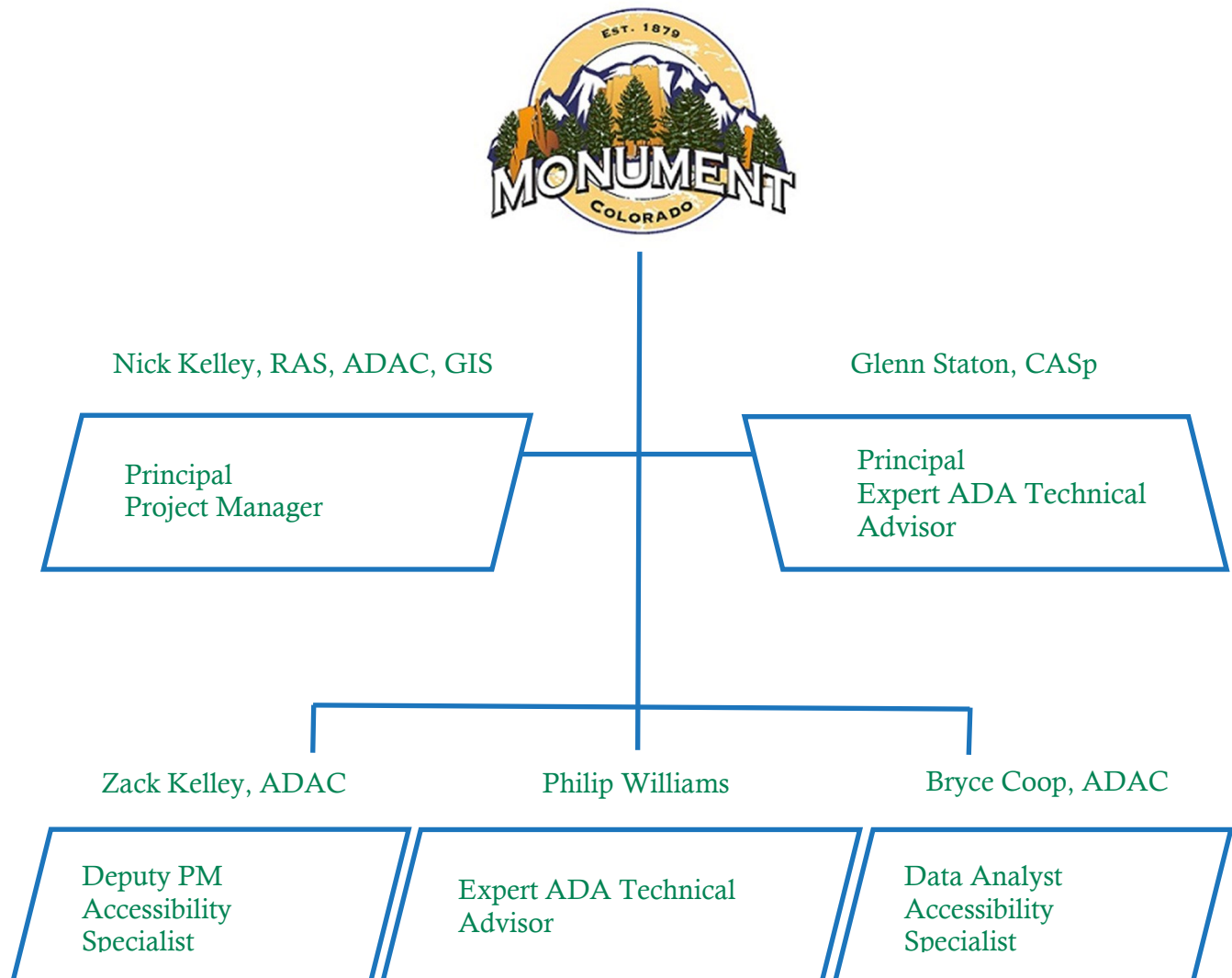
Link to Sample Transition Plan: [Transition Plan - Sample](#)

Components of the Transition Plan Data Table:

- » **Action Items:** Detailed action steps designed to address the identified accessibility barriers in accordance with priority rankings set by the ACP Team and the Project Manager.
- » **Responsible Parties:** Identification of key individuals responsible for the implementation of barrier removal.
- » **Estimated Costs:** Budgetary projections for each proposed modification, facilitating better financial planning.
- » **Schedule:** A realistic and strategically phased timeline will be developed for the implementation of accessibility improvements, factoring in the town's budgetary and operational considerations.
- » **Monitoring & Evaluation:** Mechanisms for regularly evaluating and updating the Transition Plan based on achieved milestones and/or changes in federal, state, or local regulations.



Our dedicated project team operates with a strong local presence, supported by offices in two different regions and our headquarters situated in the beautiful landscape of Colorado Springs. At ACP, we are committed to making communities more inclusive and accessible to all. This regional presence allows us to offer competitive pricing, ensuring cost-effective solutions for the Town, while also providing responsive service and timely onsite support. With a deep understanding of the unique needs of Monument and its surrounding areas, we are well-positioned to deliver high-quality results that contribute to the long-term success and well-being of the communities we serve.



Nick Kelley, RAS, ADAC, GIS | Principal | Project Manager

Nick will fulfil the role as Project Manager and central point of contact for the SETP process. With over six years of experience in ADA project management and data analysis, he has a proven track record of successfully leading complex projects. Nick will develop data collection tools, analyze the results using advanced methods, and produce a comprehensive Field Survey Report. His deep understanding of industry standards and the ADA remediation process ensures project success.

Glenn Staton, CASp | Principal | Expert ADA Technical Advisor

Glenn, our in-house CASp expert, brings extensive experience in consulting, data collection, and assessment reporting. As the primary consultant for this project, Glenn is a key asset to ACP's compliance efforts. His expertise allows him to address technical and procedural questions while ensuring smooth collaboration throughout the Self-Evaluation and Transition Plan process. Glenn will actively contribute to data collection, review, and reporting, ensuring the project's success and full compliance.

Zack Kelley, ADAC | Deputy Project Manager | Accessibility Specialist

As Deputy Project Manager, Zack will oversee the data collection process, including scheduling, team coordination, and on-site participation. He will also lead the development of Field Survey Reports, ensuring they are prepared for presentation and delivery. Zack's leadership will ensure the collected data translates into actionable insights, supporting project objectives and delivering impactful results.

Philip Williams | Expert ADA Technical Advisor

Philip will play a key role as a consultant, addressing the client's specific needs and concerns. As an active member of the data collection team, his hands-on approach, attention to detail, and expertise ensure efficient and accurate data gathering in compliance with ADA standards. Additionally, he will provide expert guidance and mentorship to support smooth project operations.

Bryce Coop, ADAC | Data Analyst | Accessibility Specialist

Bryce will play a key role in data collection and analysis, working closely with the project manager to uncover valuable insights. His expertise will help identify and prioritize significant accessibility barriers, providing critical support for the Town's remediation efforts and shaping strategies to achieve its accessibility goals.

Nick Kelley, RAS, ADAC, GIS

Principal | Project Manager

Nick brings over 9 years of expertise in developing ADA Transition Plans for facilities and public right-of-way, specializing in the 2010 ADA Standards for Accessible Design and PROWAG. Beyond compliance, he provides clear guidance on disability rights laws to a diverse range of clients. As a project manager, Nick oversees data analysis and serves as the lead trainer for ADA Coordinator development. His in-depth knowledge of accessibility regulations and strong project management skills ensure effective communication, seamless coordination, and successful project outcomes that promote inclusivity and accessibility.

Project Experience:

Town of Breckenridge, CO

ADA SETP

City of Lakewood, CO

ADA SETP

Boulder County, CO

ADA SETP

Carter County School District, TN

ADA SETP

City & County of Denver, CO

PCA

City of Arvada, CO

ADA SETP

City of Fort Morgan, CO

ADA SETP

City of Lakewood, CO

ADA SETP

Years Of Experience: 9



Education

Bachelors in Geospatial Science

Certification

RAS | ADAC | GIS Certification | Foundations of GIS



Glenn Staton, CAsp

Principal | Expert ADA Technical Advisor

Glenn's tenure in the accessibility realm spans over a decade, accumulating more than 13 years of invaluable experience. Throughout his journey, he has solidified his reputation as a seasoned expert, revered and respected by peers and clients alike for his unparalleled depth of knowledge and unwavering commitment to the field. Glenn is responsible for providing guidance and interpretation of rights and responsibilities related to all disability rights laws for government agencies, architects, engineers, attorneys, and business owners. His responsibilities include project management, project planning, scheduling, coordinating, and communication, as well as field data collection, data analysis, and report generation for physical accessibility surveys under a variety of disability rights laws.

Project Experience:

City & County of Denver, CO

PCA

State of Georgia DNR, GA

ADA SETP

City of Seattle, WA

ADA SETP

U.S. Olympic Training Center, CO Springs, CO

ADA SETP

Lee's Summit R-7 Schools, MO

FAC

University of Oklahoma Medical Campus, OK

FAC

Fort Collins, CO

ADA SETP

Independence, MO

ADA SETP

Years Of Experience: 14



Education

Master of Science in Biology - University of Colorado

Certification

Licensed CAsp

Zack Kelley, ADAC

Deputy Project Manager | Accessibility Specialist

Project Experience:

Town of Breckenridge, CO

ADA SETP

City of Lakewood, CO

ADA SETP

City of Bristol, TN

ADA SETP

City of Seattle, WA

ADA SETP

Years Of Experience: 7



Certification

ADAC | EMT-B | FEM ICS 100,200,700

Bryce Coop, ADAC

Data Analyst | Accessibility Specialist

Project Experience:

Town of Breckenridge, CO

ADA SETP

City of Lakewood, CO

ADA SETP

Murrieta, CA

PROW

Independence, MO

ADA SETP

Years Of Experience: 5



Certification

ADAC

Philip Williams

Expert ADA Technical Advisor

Project Experience:

Kaiser Permanente Facilities, CO

Plan Review/Construction Admin

Denver Airport, CO

Plan Review/Construction Admin

New York City, NY

FAC

Various U.S. Hospitality Facilities

FAC

Years Of Experience: 11



Education

Bachelor of Architecture

Sub Consultant

CEO | Owner Able IT Pros

Nick is the founder and owner of Able IT Pros. Nick Sinagra has been a technologist for 30 years. At five years old, he started his computer learning journey on an Apple IIc and created his first website when he was ten. Nick attended Duquesne University and graduated Magna Cum Laude in 2006 with a B.A. degree in Multimedia Arts and an M.S. in Media Arts and Technology in 2008. The majority of the ABLE IT Pros team is made up of disabled, highly skilled IT professionals. Able IT Pros started with the misconception that people with disabilities cannot work or add value to a business. Their team is breaking that stereotype and proving that having a disability does not mean delivering lower quality work. Able IT Pros is dedicated to helping businesses thrive by hiring a diverse pool of employees who are experts in IT.

Project Experience:

Years of Experience: 21

Anago of Western PA

Website

Disability Media Network

Website

National Road Heritage Corridor

Website

Central Catholic High School

Website

Education

Master of Science in Media Arts and Technology –
Duquesne University, Pittsburgh, PA





This is to verify that

Glenn Staton

Having given satisfactory demonstration of competence of the laws and regulations mandating non-discriminating access to the built environment by persons with disabilities,
is hereby granted status as a

Certified Access Specialist

Certification No: CASp-868

Ida A. Clair, AIA
State Architect



Certification Date: November 29, 2018
Expiration Date: November 29, 2024

CASp Renewal Certificate Order

From: casprogram@dgs.ca.gov

To: glenn_staton13@yahoo.com

Date: Friday, November 15, 2024 at 11:40 AM MST

Glenn Staton,

The Division of the State Architect (DSA), Certified Access Specialist (CASp) program has received your \$200.00 certification renewal fee for certification number CASp-868. DSA updated your certification expiration date on the published list and you will receive a mailed certificate in the near future.

Stay up to date on the CASp program by signing up for [DSA's email notification list](#) and joining the DSA topic "Certified Access Specialist."

If you have questions, please email CASprogram@dgs.ca.gov.

Sincerely,

Certified Access Specialist Program Certification Unit

We are still awaiting receipt of an updated certification with an expiration of November 29, 2027. You can access a list of registered CASp at the following link, which includes proof of my updated status. https://www.apps2.dgs.ca.gov/DSA/CASP/casp_certified_list.aspx





TEXAS DEPARTMENT OF LICENSING AND REGULATION

P.O. Box 12157
Austin, Texas 78711-2157
1-800-803-9202 (512) 463-6599
www.tdlr.texas.gov

If you cut around the border of the license it will fit in a
standard 5" x 7" frame.

NICHOLAS ANDREW KELLEY
3225 TEMPLETON GAP RD STE 110
COLORADO SPRINGS CO 80907-8729

Rick Figueroa
Chair

Thomas F. Butler
Vice Chair



Gerald R. Callas, M.D., F.A.S.A.
Nora Castañeda
Sujeeth Draksharam
Lori High, RN, NP, Retired
Gary F. Wesson, D.D.S., M.S.

**REGISTERED ACCESSIBILITY
SPECIALIST**

NICHOLAS ANDREW KELLEY

License Number: 1703

The person named above is registered by the Texas Department of Licensing and Regulation

License Expires: JULY 14 2024

Mike Arismendez, Jr.
Executive Director

11c-080 dfr

STATE OF TEXAS
NICHOLAS ANDREW KELLEY

REGISTERED ACCESSIBILITY
SPECIALIST



LICENSE NUMBER 1703
EXPIRES 07/14/2025

TEXAS DEPARTMENT OF LICENSING & REGULATION





University of Missouri



This certificate verifies that

Nick Kelley

has met the requirements for the completion of the

ADA Coordinators' Training Certification Program

*This certificate is effective Tuesday, November 26, 2024
and is valid for one (1) year from the effective date.*



**GREAT PLAINS
ADA CENTER**



Architectural Studies
College of Human Environmental Sciences
University of Missouri

Certificate ID: 68142454-3985

Issued by: Great Plains ADA Center



City of Lakewood | Billy Cooper

ADA Coordinator
480 South Allison Parkway
Lakewood, CO 80226
303.987.7612 | wilcoo@lakewood.org

Town of Breckenridge | Dannie York

ADA Coordinator
150 Ski Hill Road
Breckenridge, CO 80424
970.547.3127 | danniey@townofbreckenridge.com

City of Independence | Charles R. Harvey III

ADA Coordinator
17221 East 23rd St. S.
Independence, MO 64057
816.325.7768 | crharvey@indepmo.org

Larimer County | Jeffery Green

Risk Manager
200 West OAK Street, Suite 4000
Fort Collins, CO 80521
970.498.5962 | jlgreen@larimer.org

Lee's Summit School District | Kyle Gorrell

Director of Facilities
301 N.E. Tudor Road
Lee's Summit, MO 64086
816.986.2425 | kyle.gorrell@lsr7.net

A photograph of five men standing outdoors in front of a mountain range. The men are of various ages and are smiling. They are wearing casual to semi-formal attire. The background shows a clear sky and some evergreen trees.

**ADA Compliance:
A Journey Beyond Infrastructure**



Thank you for considering ACP for your ADA consulting needs for the Town of Monument. We are dedicated to delivering outstanding results that not only meet but surpass the Town's expectations.

At ACP, we bring a unique blend of expertise, passion, and innovation to every project we undertake. With our extensive experience in ADA compliance, we are enthusiastic about partnering with the Town to find customized solutions to fit the specific ADA requirements for the Town of Monument.

Selecting ACP as your partner guarantees more than mere compliance. Our entire team is committed to delivering projects that are timely, budget-friendly, and not only adhere to ADA standards but also actively contribute to creating a more inclusive and welcoming environment for all current and future Monument residents. Transparency, honesty, and integrity are the cornerstones of our partnership approach, guiding us as we assist the Town in making significant strides toward improved accessibility and compliance. Furthermore, our deliverables are designed to be user-friendly and straightforward, ensuring smooth implementation.

We are excited about the opportunity to collaborate with the Town to achieve these accessibility goals. Thank you once again for considering ACP, we eagerly await the opportunity to partner with the Town of Monument.

Warm Regards,

The ACP Team



TOWN OF MONUMENT

RESOLUTION NO. 19-2025

**A RESOLUTION AUTHORIZING AN AGREEMENT WITH ACCESSIBILITY
CONSULTING PARTNERS, INC., FOR CONSULTANT SERVICES
TO CONDUCT AN AMERICANS WITH DISABILITY SELF-
EVALUATION AND TRANSITION PLAN**

WHEREAS, the Americans with Disabilities Act (ADA) of 1990 is a civil rights statute (hereinafter referred to as the Act) that prohibits discrimination against people who have disabilities; and

WHEREAS, there are five separate Titles (sections) of the Act relating to different aspects of potential discrimination; and

WHEREAS, Title II of the Act specifically addresses the subject of making public services and public transportation accessible to those with disabilities; and

WHEREAS, a necessary step to a program access plan is to provide accessibility under the ADA, state and local government, public entities or agencies are required to perform self-evaluations of their current facilities, relative to the accessibility requirements of the ADA; and

WHEREAS, agencies are then required to develop a Transition Plan, to address any deficiencies; and

WHEREAS, the Town of Monument issued a Request for Proposals (RFP) for such ADA self-evaluation and transition plan services; and

WHEREAS, the Town received eight (8) proposals for said services; and

WHEREAS, Staff has evaluated the proposals for audit self-evaluation and transition plan services and recommends that Accessibility Consulting Partners, Inc. be awarded the contract for ADA self-evaluation and transition plan 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 ADA self-evaluation and transition services in the not-to-exceed amount of \$66,460 and authorizes the Town Manager to execute said agreement.

PASSED AND RESOLVED by the Town Council of the Town of Monument, El Paso County, Colorado, this 7th day of April 2025, by a vote of ____ for and _____ against.

TOWN OF MONUMENT

Mitch LaKind, Mayor

ATTEST:

Tina Erickson, Town Clerk



MEMORANDUM

TO: The Honorable Mayor and Town Council
Madeline VanDenHoek, Interim Town Manager

FROM: Dan Ungerleider, AICP, Director of Planning

DATE: April 7, 2025

SUBJECT: PUBLIC HEARING Resolution No. 22-2025, A Resolution Approving the Triview Utilities Subdivision Subdividing for the Expansion of the Triview Promontory Pointe Water Tank Facility.

Overview. The Applicant, N.E.S. Inc., on behalf of the Triview Metropolitan District, is seeking approval of a Major Planned Unit Development (PUD) Amendment, Rezone, Final Plat and Site Plan for the expansion of the existing Triview Promontory Pointe Water Tank Facility. The existing facility is located at the terminus of St. Lawrence Way, off Gleneagle Drive in the Promontory Pointe neighborhood (Attachment 1 - Location and Zoning Maps.) The Applicant's request is to expand Triview's existing Promontory Pointe Water Tank Facility site by transferring 1.1 acres from the neighboring Sanctuary Pointe PUD open space to the existing facilities from 1.37 acres. The expanded 2.47-acre facility will be large enough to accommodate an additional 1.5 MG water storage tank behind and directly to the east of their existing tank (See Attachment 2 - Triview Utilities Subdivision and Attachment 3 - Triview Promontory Pointe Water Tank Facility Site Plan.)

On March 12, 2025, the Planning Commission conducted a public hearing (Attachment 4 - Public Notice) for the Applicant's requests. During the public hearing, Staff presented a Staff Report (Attachment 5 - Staff Report) summarizing the Applicant's request and confirming that the Town's Development Review Team and its partners found the proposed PUD amendment, rezoning, plat of subdivision plat and Site Plan for the proposed facility expansion to be consistent with the Town's Comprehensive Plan, and in compliance the Town's Land Development Code. A copy of the Applicant's presentation is included as Attachment 6.

At the conclusion of the hearing, the Planning Commission, by vote of 7 to 0, recommended **APPROVAL** of the Major PUD Amendment to the Sanctuary Pointe Final PUD, rezoning lot 1 of the Triview Utilities Subdivision to Public (P) zoning, the Final Plat to be known as Triview Utilities Subdivision and a Site Plan for Lot 1 of the Triview Utilities Subdivision, as described by the proposed Ordinance No. 07-2025 (Attachment 8), and the proposed Resolution No. 22-2025 (Attachment 9) and Resolution 23-2025 (Attachment 10.) The draft Planning Commission minutes from the March 12, 2025, meeting are (Attachment 7).

Requested Actions.

A motion to **APPROVE** Resolution No. 22-2025, a resolution approving the Triview Utilities Subdivision Subdividing Tract C of Sanctuary Point Filing No. 8 into the Triview Utilities Subdivision containing Tract A (24.4 acres) and Lot 1 (1.1 acres) and consolidating Tract A with the existing Triview Metropolitan District Promontory Pointe Water Tank Facility property to form a single 2.47-acre parcel.

Attachments:

1. Location and Zoning Maps [[link](#)]
2. Triview Utilities Subdivision [[link](#)]
3. Triview Promontory Pointe Water Tank Site Plan [[link](#)]
4. Public Hearing Notice[[link](#)].
5. Staff Report, dated 3/12/2025 [[link](#)]
6. Applicants Presentation, dated 3/12/2025 [[link](#)]
7. Draft Plan Commission Minutes, dated 4/12/2025 [[link](#)]
8. Resolution No. 22-2025, a resolution approving the Triview Utilities Subdivision Subdividing Tract C of Sanctuary Point Filing No. 8 into the Triview Utilities Subdivision containing Tract A (24.4 acres) and Lot 1 (1.1 acres) and consolidating Tract A with the existing Triview Metropolitan District Promontory Pointe Water Tank Facility property to form a single 2.47-acre parcel.

**TOWN OF MONUMENT
RESOLUTION NO. 22-2025**

**A RESOLUTION APPROVING A FINAL PLAT
FOR TRIVIEW UTILITY SUBDIVISION**

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, Andrea Barlow of N.E.S. Inc, on behalf of Triview Metropolitan District (Triview), applied for a Final Plat for Triview Utilities Subdivision, a 2-lot subdivision containing Lot 1 (2.4 acres), a consolidation of two un-platted parcels (TSN 6130200007 and TSN 6130200008) and 1.1 acres of Sanctuary Pointe Phase 3 and Tract A (24.4 acres) of Sanctuary Pointe Phase 3, for the expansion of the Triview Promontory Pointe Water Tank Facility (the “Property”) located at the terminus of St. Lawrence Way, as legally described on Exhibit A, attached hereto; and

WHEREAS, the Monument Planning Commission conducted a public hearing on this application on March 12, 2024, and made a recommendation for APPROVAL by a vote of 7-0; and

WHEREAS, the Monument Town Council received the Planning Commission’s recommendation and conducted a public hearing on April 7, 2025; and

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 Triview Utilities Subdivision, consisting of Lot 1 and Tract A, located at the terminus of St. Lawrence Way, as legally described on Exhibit A, attached hereto as Exhibit B, and supported by the following exhibits:

- | | |
|------------|---|
| Exhibit A. | Legal Description. |
| Exhibit B. | Triview Utilities Subdivision (Final Plat), prepared by Centennial Land Surveying, last revised 1/17/2025. |
| Exhibit C. | Drainage Report for Triview Promontory Pointe Water Tank, prepared by RESPEC, dated December 2024 (provided by reference only). |
| Exhibit D. | Sanctuary Pointe Major PUD Amendment 1, prepared by NES Inc, dated 2/14/2025 (provided by reference only). |
| Exhibit E. | Triview Promontory Pointe Water Tank Site Plan, prepared by RESPEC, dated December 2024 (provided by reference only). |

Exhibit F. Planning Commission Findings of Fact, dated March 12, 2025 (provided by reference only).

Section 4. Effective Date. This Resolution shall become effective and be in full force and effect immediately upon approval.

Section 5. Severability. If any portion of this Resolution or the application thereof shall be found to be invalid by a court, such invalidity shall not affect the remaining portions or applications which can be given effect without the invalid portion or application, provided such remaining portions or applications are not determined by the court to be inoperable.

PASSED AND RESOLVED by the Town Council of the Town of Monument, El Paso County, Colorado, this 7th day of April 2025, by a vote of ___ for and ___ against.

TOWN OF MONUMENT

Mitch LaKind, Mayor

ATTEST:

Tina Erickson, Town Clerk

EXHIBIT A - LEGAL DESCRIPTION

TRACT C, SANCTUARY POINTE FILING NO. 8, AS RECORDED UNDER RECEPTION NO. 221714667, OF THE RECORDS OF EL PASO COUNTY, COLORADO, TOGETHER WITH A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 11 SOUTH, RANGE 66 WEST OF THE 6TH P.M. MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE TRACT OF LAND AS RECORDED IN BOOK 5513 AT PAGE 1702 OF THE RECORDS OF EL PASO COUNTY; THENCE N90°00'00"W (ALL BEARINGS ARE RELATIVE TO THE EASTERLY LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, ASSUMED TO BEAR S00°08'13"E), 177.35 FEET ON THE NORTHERLY LINE OF SAID TRACT, TO THE NORTHWEST CORNER THEREOF; THENCE LEAVING SAID NORTHERLY LINE RUN N00°00'00"E, ON THE NORTHERLY EXTENSION OF THE WESTERLY LINE OF SAID TRACT, 81.88 FEET; THENCE N90°00'00"E, 177.15 FEET TO A POINT ON SAID EASTERLY LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; THENCE S00°08'13"E, 81.88 FEET TO THE POINT OF BEGINNING; AND TOGETHER WITH A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 11 SOUTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF EL PASO, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: (THE BASIS OF BEARING THE FOR THE FOLLOWING DESCRIBED LEGAL DESCRIPTION IS BASE UPON THE CONSIDERATION THAT THE NORTH-SOUTH CENTERLINE OF SAID SECTION 30 BEARS S00°08'13"E); COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; THENCE S00°08'13"E ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 30, 586.93 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S00°08'13"E ALONG A FOREMENTIONED COURSE, 269.50 FEET; THENCE N90°00'00"W, 26.00 FEET; THENCE N82°08'48"W, 43.91 FEET; THENCE N44°32'14"W, 13.50 FEET; THENCE N67°45'47"W, 76.00 FEET; THENCE N29°06'04"W, 58.96 FEET; THENCE N00°00'00"E, 173.59 FEET; THENCE N90°00'00"E, 177.35 FEET TO THE POINT OF BEGINNING.

BASIS OF BEARING:

THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 11 SOUTH, RANGE 66 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, BEING MONUMENTED AT THE NORTH END BY A FOUND 3-1/4" ALUMINUM CAP, PLS 10377 AND AT THE SOUTH END BY A FOUND 2-1/2" ALUMINUM CAP, PLS 30118, MEASURED AS BEARING S00°58'58"W, WITH A DISTANCE OF 1295.23 FEET;

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 30;

THENCE S00°58'58"W ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, A DISTANCE OF 393.33 TO THE SOUTHWEST CORNER OF TRACT E, SANCTUARY POINTE FILING NO. 9, AS RECORDED UNDER RECEPTION NO. 221714729 OF THE RECORDS OF EL PASO COUNTY, COLORADO AND BEING THE POINT OF BEGINNING;

THENCE ALONG THE BOUNDARY OF TRACT C, SANCTUARY POINTE FILING NO. 8 AS RECORDED UNDER RECEPTION NO. 221714667 OF SAID RECORDS, THE FOLLOWING TWENTY FIVE (25) COURSES:

1. S89°01'02"E, A DISTANCE OF 266.27 FEET; S89°01'02"E, A DISTANCE OF 266.27 FEET;

2. S44 19'55"E, A DISTANCE OF 188.35 FEET; S44°19'55"E, A DISTANCE OF 188.35 FEET;
3. N45 40'05"E, A DISTANCE OF 436.69 FEET; N45°40'05"E, A DISTANCE OF 436.69 FEET;
4. N00 37'36"W, A DISTANCE OF 154.31 FEET; N00°37'36"W, A DISTANCE OF 154.31 FEET;
5. N44 13'31"E, A DISTANCE OF 30.00 FEET TO A POINT ON A NON-TANGENT CURVE;
N44°13'31"E, A DISTANCE OF 30.00 FEET TO A POINT ON A NON-TANGENT CURVE;
6. ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 430.00 FEET, A
CENTRAL ANGLE OF ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS
OF 430.00 FEET, A CENTRAL ANGLE OF 52°18'40", WHOSE CHORD BEARS
S71°55'49"E, 379.10 FEET, FOR A LENGTH OF 392.59 FEET;
7. S11 25'08"E, A DISTANCE OF 30.05 FEET TO A POINT ON A NON-TANGENT CURVE;
S11°25'08"E, A DISTANCE OF 30.05 FEET TO A POINT ON A NON-TANGENT CURVE;
8. ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 460.00 FEET, A
CENTRAL ANGLE OF ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS
OF 460.00 FEET, A CENTRAL ANGLE OF 14°18'44", WHOSE CHORD BEARS
S88°51'10"W, 114.61 FEET, FOR A LENGTH OF 114.91 FEET;
9. S52 38'10"W, A DISTANCE OF 167.01 FEET; S52°38'10"W, A DISTANCE OF 167.01 FEET;
10. S11 34'20"E, A DISTANCE OF 299.28 FEET; S11°34'20"E, A DISTANCE OF 299.28 FEET;
11. S01 48'25"W, A DISTANCE OF 171.25 FEET; S01°48'25"W, A DISTANCE OF 171.25 FEET;
12. S39 36'00"E, A DISTANCE OF 75.00 FEET; S39°36'00"E, A DISTANCE OF 75.00 FEET;
13. S81 00'26"E, A DISTANCE OF 189.49 FEET; S81°00'26"E, A DISTANCE OF 189.49 FEET;
14. N21 11'35"E, A DISTANCE OF 212.84 FEET; N21°11'35"E, A DISTANCE OF 212.84 FEET;
15. S45 41'27"E, A DISTANCE OF 149.95 FEET; S45°41'27"E, A DISTANCE OF 149.95 FEET;
16. N71 46'47"E, A DISTANCE OF 174.99 FEET TO A POINT ON A NON-TANGENT CURVE;
N71°46'47"E, A DISTANCE OF 174.99 FEET TO A POINT ON A NON-TANGENT CURVE;
17. ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 275.00 FEET, A
CENTRAL ANGLE OF ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS
OF 275.00 FEET, A CENTRAL ANGLE OF 05°04'23", WHOSE CHORD BEARS
S15°41'02"E, 24.34 FEET, FOR A LENGTH OF 24.35 FEET;
18. S13 08'50"E, A DISTANCE OF 31.20 FEET TO A POINT OF CURVE; S13°08'50"E, A
DISTANCE OF 31.20 FEET TO A POINT OF CURVE;
19. ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 45.00 FEET, A
CENTRAL ANGLE OF ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS
OF 45.00 FEET, A CENTRAL ANGLE OF 05°11'04", WHOSE CHORD BEARS S10°33'18"E,
4.07 FEET, FOR A LENGTH OF 4.07 FEET;
20. S71 39'33"W, A DISTANCE OF 179.66 FEET; S71°39'33"W, A DISTANCE OF 179.66 FEET;
21. S00 25'58"E, A DISTANCE OF 415.93 FEET; S00°25'58"E, A DISTANCE OF 415.93 FEET;
22. N89 34'02"E, A DISTANCE OF 386.43 FEET; N89°34'02"E, A DISTANCE OF 386.43 FEET;
23. S07 43'14"W, A DISTANCE OF 49.42 FEET; S07°43'14"W, A DISTANCE OF 49.42 FEET;
24. S89 34'02"W, A DISTANCE OF 1730.94 FEET TO A POINT ON THE EASTERLY LINE OF
TRACT M-A, S89°34'02"W, A DISTANCE OF 1730.94 FEET TO A POINT ON THE

EASTERLY LINE OF TRACT M-A, PROMONTORY POINTE REPLAT A, AS RECORDED UNDER RECEPTION NO. 213713348, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 30;

25. N00 58'58"E, ALONG THE COMMON LINE OF SAID TRACT M-A AND TRACT C AND BEING THE EAST LINE N00°58'58"E, ALONG THE COMMON LINE OF SAID TRACT M-A AND TRACT C AND BEING THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 30, A DISTANCE OF 439.06 FEET;

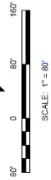
THENCE ALONG THE SUBDIVISION BOUNDARY OF SAID PROMONTORY POINTE REPLAT A, THE FOLLOWING EIGHT (8) COURSES:

1. N88 52'49"W, A DISTANCE OF 26.15 FEET; N88°52'49"W, A DISTANCE OF 26.15 FEET;
2. N81 01'37"W, A DISTANCE OF 43.91 FEET; N81°01'37"W, A DISTANCE OF 43.91 FEET;
3. N43 25'03"W, A DISTANCE OF 13.50 FEET; N43°25'03"W, A DISTANCE OF 13.50 FEET;
4. N66 38'36"W, A DISTANCE OF 76.00 FEET; N66°38'36"W, A DISTANCE OF 76.00 FEET;
5. N27 58'53"W, A DISTANCE OF 58.96 FEET; N27°58'53"W, A DISTANCE OF 58.96 FEET;
6. N01 07'11"E, A DISTANCE OF 255.47 FEET; N01°07'11"E, A DISTANCE OF 255.47 FEET;
7. S88 52'49"E, A DISTANCE OF 177.36 FEET TO INTERSECT ON THE WESTERLY LINE OF SAID TRACT C; S88°52'49"E, A DISTANCE OF 177.36 FEET TO INTERSECT ON THE WESTERLY LINE OF SAID TRACT C;
8. N00 58'58"E, ALONG THE COMMON LINE OF SAID TRACT M-A AND TRACT C, A DISTANCE OF 111.47 N00°58'58"E, ALONG THE COMMON LINE OF SAID TRACT M-A AND TRACT C, A DISTANCE OF 111.47 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 1,171,702.6 SQUARE FEET (26.89 ACRES) MORE OR LESS.

A REPLAT OF TRACT C, SANCTUARY POINTE FILING NO. 8,
TOGETHER WITH A PARCEL OF LAND, BOTH LOCATED
IN THE NORTH HALF OF SECTION 30, TOWNSHIP 11 SOUTH,

TOWN OF MONUMENT, EL PASO COUNTY, COLORADO
FINAL PLAT

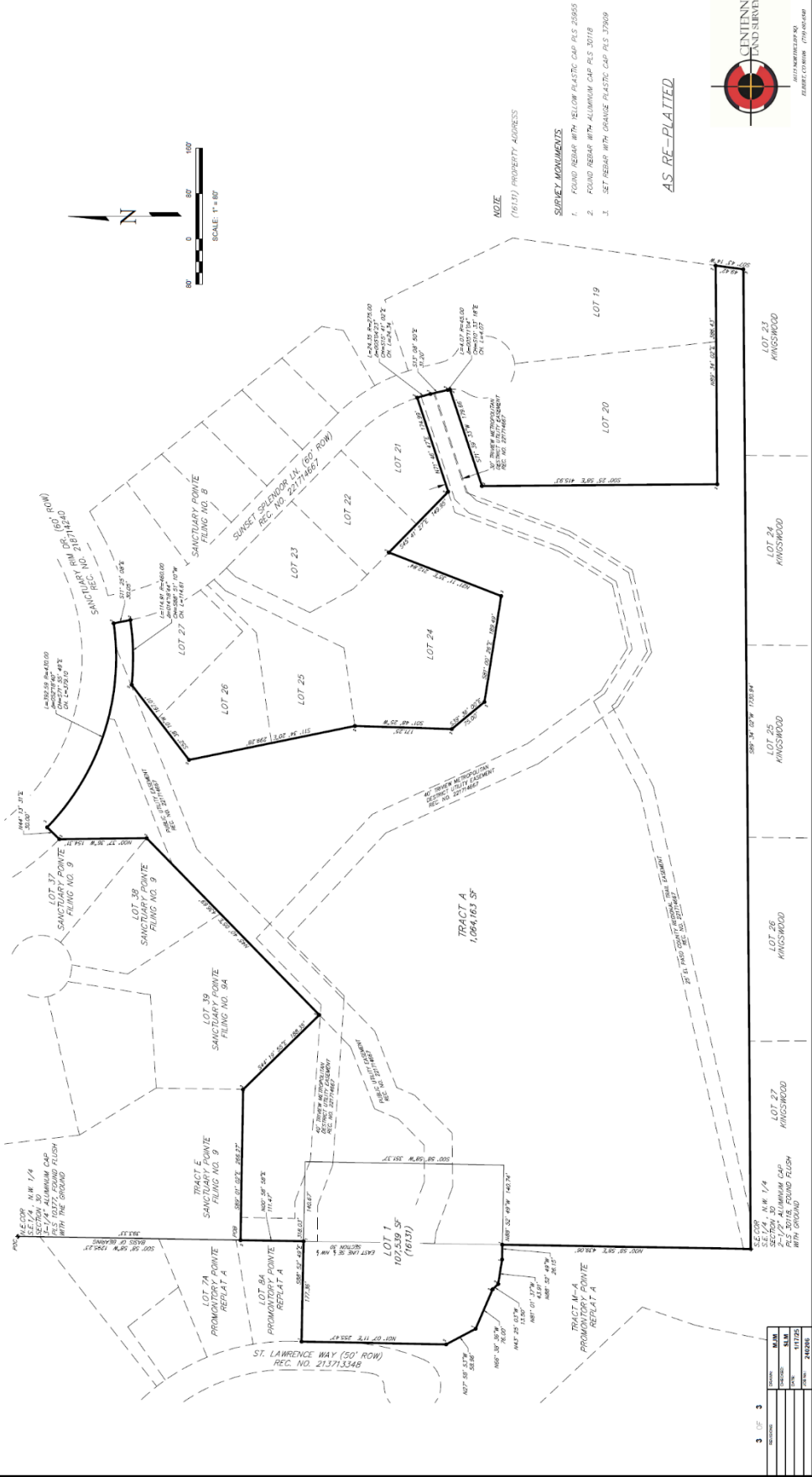


CENTENNIAL
LAND SURVEYING

16115 NORTHERLY DR. SQ.
SU. 100 PT. CYRUS, OH. 43082-6500

TRIVIEW UTILITIES SUBDIVISION

A REPLAT OF TRACT C, SANCTUARY POINTE FILING NO. 8,
TOGETHER WITH A PARCEL OF LAND, BOTH LOCATED
IN THE NORTH HALF OF SECTION 30, TOWNSHIP 11 SOUTH,
RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF MONUMENT, EL PASO COUNTY, COLORADO
FINAL PLAT





MEMORANDUM

TO: The Honorable Mayor and Town Council
Madeline VanDenHoek, Interim Town Manager

FROM: Dan Ungerleider, AICP, Director of Planning

DATE: April 7, 2025

SUBJECT: PUBLIC HEARING Ordinance No. 07-2025, An Ordinance Granting a Major Planned Unit Development Amendment for Sanctuary Pointe Phase 3, and a Rezone of 1.1 Acres from PUD (Planned Unit Development) to P (Public) for the Expansion of the Triview Promontory Pointe Water Tank Facility.

Overview. The Applicant, N.E.S. Inc., on behalf of the Triview Metropolitan District, is seeking approval of a Major Planned Unit Development (PUD) Amendment, Rezone, Final Plat and Site Plan for the expansion of the existing Triview Promontory Pointe Water Tank Facility. The existing facility is located at the terminus of St. Lawrence Way, off Gleneagle Drive in the Promontory Pointe neighborhood (Attachment 1 - Location and Zoning Maps.) The Applicant's request is to expand Triview's existing Promontory Pointe Water Tank Facility site by transferring 1.1 acres from the neighboring Sanctuary Pointe PUD open space to the existing facilities from 1.37 acres. The expanded 2.47-acre facility will be large enough to accommodate an additional 1.5 MG water storage tank behind and directly to the east of their existing tank (See Attachment 2 - Triview Utilities Subdivision and Attachment 3 - Triview Promontory Pointe Water Tank Facility Site Plan.)

On March 12, 2025, the Planning Commission conducted a public hearing (Attachment 4 - Public Notice) for the Applicant's requests. During the public hearing, Staff presented a Staff Report (Attachment 5 - Staff Report) summarizing the Applicant's request and confirming that the Town's Development Review Team and its partners found the proposed PUD amendment, rezoning, plat of subdivision plat and Site Plan for the proposed facility expansion to be consistent with the Town's Comprehensive Plan, and in compliance the Town's Land Development Code. A copy of the Applicant's presentation is included as Attachment 6.

At the conclusion of the hearing, the Planning Commission, by vote of 7 to 0, recommended **APPROVAL** of the Major PUD Amendment to the Sanctuary Pointe Final PUD, rezoning lot 1 of the Triview Utilities Subdivision to Public (P) zoning, the Final Plat to be known as Triview Utilities Subdivision and a Site Plan for Lot 1 of the Triview Utilities Subdivision, as described by the proposed Ordinance No. 07-2025 (Attachment 8), and the proposed Resolution No. 22-2025 (Attachment 9) and Resolution 23-2025 (Attachment 10.) The draft Planning Commission minutes from the March 12, 2025, meeting are (Attachment 7).

Ordinance No. 07-2025 - Triview Promontory Pointe Water Tank PUD Amendment and Rezoning

Requested Actions.

A motion to **APPROVE** Ordinance No. 07-2025, an ordinance granting a Major Planned Unit Development Amendment for Sanctuary Pointe Phase 3, and a Rezone of 1.1 acres from PUD (Planned Unit Development) to P (Public) for the expansion of Triview Promontory Pointe Water Tank Facility.

Attachments:

1. Location and Zoning Maps [[link](#)]
2. Triview Utilities Subdivision [[link](#)]
3. Triview Promontory Pointe Water Tank Site Plan [[link](#)]
4. Public Hearing Notice[[link](#)].
5. Staff Report, dated 3/12/2025 [[link](#)]
6. Applicants Presentation, dated 3/12/2025 [[link](#)]
7. Draft Plan Commission Minutes, dated 4/12/2025 [[link](#)]
8. Ordinance No 07-2025, An Ordinance Granting a Major Planned Unit Development Amendment for Sanctuary Pointe Phase 3, and a Rezone of 1.1 Acres from PUD (Planned Unit Development) to P (Public) for the Expansion of the Triview Promontory Pointe Water Tank Facility.

**TOWN OF MONUMENT
ORDINANCE NO. 07-2025**

**AN ORDINANCE APPROVING A MAJOR PLANNED UNIT DEVELOPMENT AMENDMENT
FOR SACTUARY POINTE PHASE 3 AND A REZONE OF 1.1 ACRES FROM PLANNED UNIT
DEVELOPMENT (PUD) TO PUBLIC (P) FOR TRIVIEW METROPOLITAN DISTRICT
PROMONTORY POINTE WATER TANK FACILITY**

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, Andrea Barlow of N.E.S. Inc (the “Applicant”), on behalf of Triview Metropolitan District (Triview), applied for a Major Planned Unit Development (PUD) for Sanctuary Pointe Phase 3, a rezone of 1.1 acres from PUD to P-Public and consolidate with and expand the Triview Promontory Pointe Water Tank Facility (the “Property”) located at the terminus of St. Lawrence Way, as legally described on Exhibit A, attached hereto; and

WHEREAS, the Monument Planning Commission conducted a public hearing on this application on March 12, 2025, and made a recommendation of APPROVAL by a vote of 7 to 0 subject to the attached Findings of Fact (Exhibit B); and

WHEREAS, on April 7, 2025, the Monument Town Council received the Planning Commission’s recommendation and conducted a public hearing, and hereby determined that the purpose of the Major PUD Amendment and rezoning was generally consistent the comprehensive plan and the proposed use for the property; and

WHEREAS, this Ordinance was introduced by title, considered at public hearing, and voted upon at the regular meeting on the Town Council on April 7, 2025.

THE TOWN COUNCIL OF THE TOWN OF MONUMENT, COLORADO, ORDAINS:

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

Section 2. Approval. The Town Council approves the above-identified a Major Planned Unit Development Amendment for Sanctuary Pointe Phase 3, and a Rezone of 1.1 acres from PUD (Planned Unit Development) to P (Public) for the expansion of Triview Promontory Pointe Water Tank Facility and legally described in Exhibit A, attached hereto and supported by the following exhibits:

- Exhibit A. Legal Description.
- Exhibit B. Rezoning Exhibit, from PUD to P-Public
- Exhibit C. Sanctuary Pointe Major PUD Amendment 1, prepared by NES Inc, dated 2/14/2025 (provided by reference only).
- Exhibit D. Planning Commission Findings of Fact, dated March 12, 2025 (provided by reference only.)

Section 3. Publication. Pursuant to Subsection 6.5, 3. Of the Town of Monument Home Rule Charter and Subsection 2.04.030, G, of the Monument Municipal Code, upon approval this Ordinance shall be

published on the Town's official website in full for not less than ten (10) days.

Section 4. Authentication and Filing. Upon passage of this Ordinance, it shall be authenticated by the Mayor and Town Clerk and maintained by the Town Clerk in such form as is sufficient to assure reasonable access by the public. Failure to authenticate any ordinance shall not invalidate it or suspend its operation.

Section 5. Effective Date. This Ordinance shall become effective and be in full force and effect ten (10) days after final publication.

Section 7. Severability. If any portion of this Ordinance 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 7th day of April 2025, by a vote of ___ for and ___ against.

TOWN OF MONUMENT

Mitch LaKind, Mayor

ATTEST:

Tina Erickson, Town Clerk

EXHIBIT A - LEGAL DESCRIPTION

TRACT C, SANCTUARY POINTE FILING NO. 8, AS RECORDED UNDER RECEPTION NO. 221714667, OF THE RECORDS OF EL PASO COUNTY, COLORADO, TOGETHER WITH A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 11 SOUTH, RANGE 66 WEST OF THE 6TH P.M. MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE TRACT OF LAND AS RECORDED IN BOOK 5513 AT PAGE 1702 OF THE RECORDS OF EL PASO COUNTY; THENCE N90°00'00"W (ALL BEARINGS ARE RELATIVE TO THE EASTERLY LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, ASSUMED TO BEAR S00°08'13"E), 177.35 FEET ON THE NORTHERLY LINE OF SAID TRACT, TO THE NORTHWEST CORNER THEREOF; THENCE LEAVING SAID NORTHERLY LINE RUN N00°00'00"E, ON THE NORTHERLY EXTENSION OF THE WESTERLY LINE OF SAID TRACT, 81.88 FEET; THENCE N90°00'00"E, 177.15 FEET TO A POINT ON SAID EASTERLY LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; THENCE S00°08'13"E, 81.88 FEET TO THE POINT OF BEGINNING; AND TOGETHER WITH A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 11 SOUTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF EL PASO, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: (THE BASIS OF BEARING FOR THE FOLLOWING DESCRIBED LEGAL DESCRIPTION IS BASE UPON THE CONSIDERATION THAT THE NORTH-SOUTH CENTERLINE OF SAID SECTION 30 BEARS S00°08'13"E); COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; THENCE S00°08'13"E ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 30, 586.93 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S00°08'13"E ALONG A FOREMENTIONED COURSE, 269.50 FEET; THENCE N90°00'00"W, 26.00 FEET; THENCE N82°08'48"W, 43.91 FEET; THENCE N44°32'14"W, 13.50 FEET; THENCE N67°45'47"W, 76.00 FEET; THENCE N29°06'04"W, 58.96 FEET; THENCE N00°00'00"E, 173.59 FEET; THENCE N90°00'00"E, 177.35 FEET TO THE POINT OF BEGINNING.

BASIS OF BEARING:

THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 11 SOUTH, RANGE 66 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, BEING MONUMENTED AT THE NORTH END BY A FOUND 3-1/4" ALUMINUM CAP, PLS 10377 AND AT THE SOUTH END BY A FOUND 2-1/2" ALUMINUM CAP, PLS 30118, MEASURED AS BEARING S00°58'58"W, WITH A DISTANCE OF 1295.23 FEET;

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 30;

THENCE S00°58'58"W ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, A DISTANCE OF 393.33 TO THE SOUTHWEST CORNER OF TRACT E, SANCTUARY POINTE FILING NO. 9, AS RECORDED UNDER RECEPTION NO. 221714729 OF THE RECORDS OF EL PASO COUNTY, COLORADO AND BEING THE POINT OF BEGINNING;

THENCE ALONG THE BOUNDARY OF TRACT C, SANCTUARY POINTE FILING NO. 8 AS RECORDED UNDER RECEPTION NO. 221714667 OF SAID RECORDS, THE FOLLOWING TWENTY FIVE (25) COURSES:

1. S89°01'02"E, A DISTANCE OF 266.27 FEET; S89°01'02"E, A DISTANCE OF 266.27 FEET;

2. S44 19'55"E, A DISTANCE OF 188.35 FEET; S44°19'55"E, A DISTANCE OF 188.35 FEET;
3. N45 40'05"E, A DISTANCE OF 436.69 FEET; N45°40'05"E, A DISTANCE OF 436.69 FEET;
4. N00 37'36"W, A DISTANCE OF 154.31 FEET; N00°37'36"W, A DISTANCE OF 154.31 FEET;
5. N44 13'31"E, A DISTANCE OF 30.00 FEET TO A POINT ON A NON-TANGENT CURVE;
N44°13'31"E, A DISTANCE OF 30.00 FEET TO A POINT ON A NON-TANGENT CURVE;
6. ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 430.00 FEET, A
CENTRAL ANGLE OF ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS
OF 430.00 FEET, A CENTRAL ANGLE OF 52°18'40", WHOSE CHORD BEARS
S71°55'49"E, 379.10 FEET, FOR A LENGTH OF 392.59 FEET;
7. S11 25'08"E, A DISTANCE OF 30.05 FEET TO A POINT ON A NON-TANGENT CURVE;
S11°25'08"E, A DISTANCE OF 30.05 FEET TO A POINT ON A NON-TANGENT CURVE;
8. ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 460.00 FEET, A
CENTRAL ANGLE OF ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS
OF 460.00 FEET, A CENTRAL ANGLE OF 14°18'44", WHOSE CHORD BEARS
S88°51'10"W, 114.61 FEET, FOR A LENGTH OF 114.91 FEET;
9. S52 38'10"W, A DISTANCE OF 167.01 FEET; S52°38'10"W, A DISTANCE OF 167.01 FEET;
10. S11 34'20"E, A DISTANCE OF 299.28 FEET; S11°34'20"E, A DISTANCE OF 299.28 FEET;
11. S01 48'25"W, A DISTANCE OF 171.25 FEET; S01°48'25"W, A DISTANCE OF 171.25 FEET;
12. S39 36'00"E, A DISTANCE OF 75.00 FEET; S39°36'00"E, A DISTANCE OF 75.00 FEET;
13. S81 00'26"E, A DISTANCE OF 189.49 FEET; S81°00'26"E, A DISTANCE OF 189.49 FEET;
14. N21 11'35"E, A DISTANCE OF 212.84 FEET; N21°11'35"E, A DISTANCE OF 212.84 FEET;
15. S45 41'27"E, A DISTANCE OF 149.95 FEET; S45°41'27"E, A DISTANCE OF 149.95 FEET;
16. N71 46'47"E, A DISTANCE OF 174.99 FEET TO A POINT ON A NON-TANGENT CURVE;
N71°46'47"E, A DISTANCE OF 174.99 FEET TO A POINT ON A NON-TANGENT CURVE;
17. ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 275.00 FEET, A
CENTRAL ANGLE OF ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS
OF 275.00 FEET, A CENTRAL ANGLE OF 05°04'23", WHOSE CHORD BEARS
S15°41'02"E, 24.34 FEET, FOR A LENGTH OF 24.35 FEET;
18. S13 08'50"E, A DISTANCE OF 31.20 FEET TO A POINT OF CURVE; S13°08'50"E, A
DISTANCE OF 31.20 FEET TO A POINT OF CURVE;
19. ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 45.00 FEET, A
CENTRAL ANGLE OF ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS
OF 45.00 FEET, A CENTRAL ANGLE OF 05°11'04", WHOSE CHORD BEARS S10°33'18"E,
4.07 FEET, FOR A LENGTH OF 4.07 FEET;
20. S71 39'33"W, A DISTANCE OF 179.66 FEET; S71°39'33"W, A DISTANCE OF 179.66 FEET;
21. S00 25'58"E, A DISTANCE OF 415.93 FEET; S00°25'58"E, A DISTANCE OF 415.93 FEET;
22. N89 34'02"E, A DISTANCE OF 386.43 FEET; N89°34'02"E, A DISTANCE OF 386.43 FEET;
23. S07 43'14"W, A DISTANCE OF 49.42 FEET; S07°43'14"W, A DISTANCE OF 49.42 FEET;
24. S89 34'02"W, A DISTANCE OF 1730.94 FEET TO A POINT ON THE EASTERLY LINE OF
TRACT M-A, S89°34'02"W, A DISTANCE OF 1730.94 FEET TO A POINT ON THE

EASTERLY LINE OF TRACT M-A, PROMONTORY POINTE REPLAT A, AS RECORDED UNDER RECEPTION NO. 213713348, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 30;

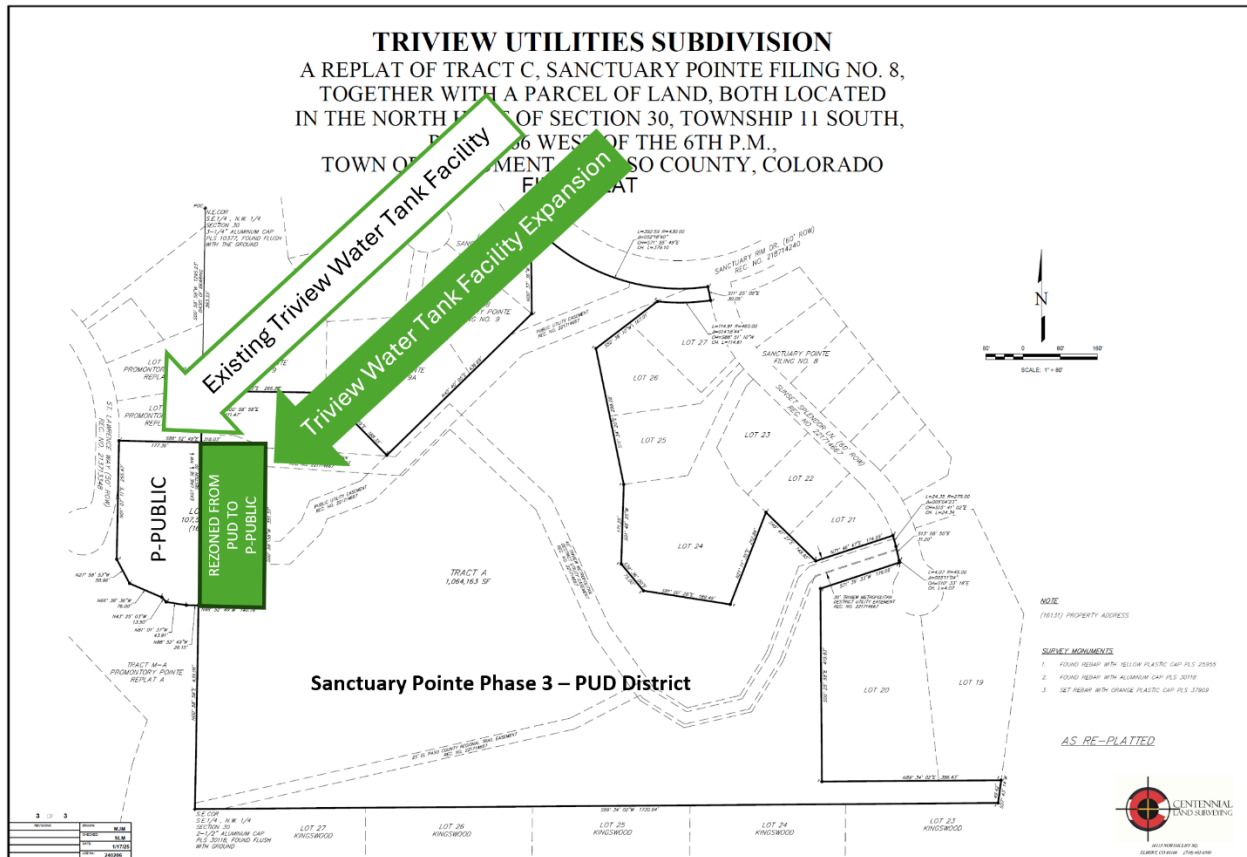
25. N00 58'58"E, ALONG THE COMMON LINE OF SAID TRACT M-A AND TRACT C AND BEING THE EAST LINE N00°58'58"E, ALONG THE COMMON LINE OF SAID TRACT M-A AND TRACT C AND BEING THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 30, A DISTANCE OF 439.06 FEET;

THENCE ALONG THE SUBDIVISION BOUNDARY OF SAID PROMONTORY POINTE REPLAT A, THE FOLLOWING EIGHT (8) COURSES:

1. N88 52'49"W, A DISTANCE OF 26.15 FEET; N88°52'49"W, A DISTANCE OF 26.15 FEET;
2. N81 01'37"W, A DISTANCE OF 43.91 FEET; N81°01'37"W, A DISTANCE OF 43.91 FEET;
3. N43 25'03"W, A DISTANCE OF 13.50 FEET; N43°25'03"W, A DISTANCE OF 13.50 FEET;
4. N66 38'36"W, A DISTANCE OF 76.00 FEET; N66°38'36"W, A DISTANCE OF 76.00 FEET;
5. N27 58'53"W, A DISTANCE OF 58.96 FEET; N27°58'53"W, A DISTANCE OF 58.96 FEET;
6. N01 07'11"E, A DISTANCE OF 255.47 FEET; N01°07'11"E, A DISTANCE OF 255.47 FEET;
7. S88 52'49"E, A DISTANCE OF 177.36 FEET TO INTERSECT ON THE WESTERLY LINE OF SAID TRACT C; S88°52'49"E, A DISTANCE OF 177.36 FEET TO INTERSECT ON THE WESTERLY LINE OF SAID TRACT C;
8. N00 58'58"E, ALONG THE COMMON LINE OF SAID TRACT M-A AND TRACT C, A DISTANCE OF 111.47 N00°58'58"E, ALONG THE COMMON LINE OF SAID TRACT M-A AND TRACT C, A DISTANCE OF 111.47 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 1,171,702.6 SQUARE FEET (26.89 ACRES) MORE OR LESS.

TRIVIEW UTILITIES SUBDIVISION
A REPLAT OF TRACT C, SANCTUARY POINTE FILING NO. 8,
TOGETHER WITH A PARCEL OF LAND, BOTH LOCATED
IN THE NORTH 1/4 OF SECTION 30, TOWNSHIP 11 SOUTH,
RANGE 106 WEST OF THE 6TH P.M.,
TOWN OF FLEMING, EL PASO COUNTY, COLORADO





MEMORANDUM

TO: The Honorable Mayor and Town Council
Madeline VanDenHoek, Interim Town Manager

FROM: Dan Ungerleider, AICP, Director of Planning

DATE: April 7, 2025

SUBJECT: Resolution No 23-2025, A Resolution Approving the Site Plan for the Expansion of the Triview Promontory Pointe Water Tank Facility to Accommodate the Addition of a 1.5 MG Water Tank, Landscape Screening and Fence Improvements.

Overview. The Applicant, N.E.S. Inc., on behalf of the Triview Metropolitan District, is seeking approval of a Major Planned Unit Development (PUD) Amendment, Rezone, Final Plat and Site Plan for the expansion of the existing Triview Promontory Pointe Water Tank Facility. The existing facility is located at the terminus of St. Lawrence Way, off Gleneagle Drive in the Promontory Pointe neighborhood (Attachment 1 - Location and Zoning Maps.) The Applicant's request is to expand Triview's existing Promontory Pointe Water Tank Facility site by transferring 1.1 acres from the neighboring Sanctuary Pointe PUD open space to the existing facilities from 1.37 acres. The expanded 2.47-acre facility will be large enough to accommodate an additional 1.5 MG water storage tank behind and directly to the east of their existing tank (See Attachment 2 - Triview Utilities Subdivision and Attachment 3 - Triview Promontory Pointe Water Tank Facility Site Plan.)

On March 12, 2025, the Planning Commission conducted a public hearing (Attachment 4 - Public Notice) for the Applicant's requests. During the public hearing, Staff presented a Staff Report (Attachment 5 - Staff Report) summarizing the Applicant's request and confirming that the Town's Development Review Team and its partners found the proposed PUD amendment, rezoning, plat of subdivision plat and Site Plan for the proposed facility expansion to be consistent with the Town's Comprehensive Plan, and in compliance the Town's Land Development Code. A copy of the Applicant's presentation is included as Attachment 6.

At the conclusion of the hearing, the Planning Commission, by vote of 7 to 0, recommended **APPROVAL** of the Major PUD Amendment to the Sanctuary Pointe Final PUD, rezoning lot 1 of the Triview Utilities Subdivision to Public (P) zoning, the Final Plat to be known as Triview Utilities Subdivision and a Site Plan for Lot 1 of the Triview Utilities Subdivision, as described by the proposed Ordinance No. 07-2025 (Attachment 8), and the proposed Resolution No. 22-2025 (Attachment 9) and Resolution 23-2025 (Attachment 10.) The draft Planning Commission minutes from the March 12, 2025, meeting are (Attachment 7).

Requested Actions.

A motion to **APPROVE** Resolution No 23-2025, a resolution approving the Site Plan for the expansion of the Triview Promontory Pointe Water Tank Facility to accommodate the addition of a 1.5 MG water tank, landscape screening and fence improvements.

Attachments:

1. Location and Zoning Maps [[link](#)]
2. Triview Utilities Subdivision [[link](#)]
3. Triview Promontory Pointe Water Tank Site Plan [[link](#)]
4. Public Hearing Notice[[link](#)].
5. Staff Report, dated 3/12/2025 [[link](#)]
6. Applicants Presentation, dated 3/12/2025 [[link](#)]
7. Draft Plan Commission Minutes, dated 4/12/2025 [[link](#)]
8. Resolution No 23-2025, a resolution approving the Site Plan for the expansion of the Triview Promontory Pointe Water Tank Facility to accommodate the addition of a 1.5 MG water tank, landscape screening and fence improvements.

**TOWN OF MONUMENT
RESOLUTION NO. 23-2025**

**A RESOLUTION APPROVING A SITE PLAN
FOR TRIVIEW UTILITY SUBDIVISION**

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, Andrea Barlow of N.E.S. Inc (the “Applicant”), on behalf of Triview Metropolitan District (Triview), applied for a Final Plat for Triview Utilities Subdivision, a 2-lot subdivision containing Lot 1 (2.4 acres), a consolidation of two un-platted parcels (TSN 6130200007 and TSN 6130200008) and 1.1 acres of Sanctuary Pointe Phase 3 and Tract A (24.4 acres) of Sanctuary Pointe Phase 3, for the expansion of the Triview Promontory Pointe Water Tank Facility (the “Property”) located at the terminus of St. Lawrence WaY; and

WHEREAS, the Applicant applied for Site Plan Approval for the expansion of the existing Triview Promontory Pointe Water Tanks Facility to include an additional 1.5 MG water storage tank, landscape screening and fencing as illustrated on Exhibit E, attached hereto; and

WHEREAS, upon review, Staff determined that the aforementioned Site Plan for Triview Promontory Pointe Water Tank Facility, prepared by RESPEC, dated December 2024, conforms with the municipal code land development code standards; and

WHEREAS, the Monument Planning Commission conducted a public hearing on the entire application, including the Site Plan, on March 12, 2024, and made a recommendation for APPROVAL by a vote of 7-0; and

WHEREAS, the Monument Town Council received the Planning Commission’s recommendation and conducted a public hearing on April 7, 2025; and

WHEREAS, the Monument Town Council hereby reaffirmed that the Site Plan conforms with the review and approval criteria for a Site Plan as outlined in Municipal Code Section 18.03.150.

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 a resolution approving the Site Plan for the expansion of the Triview Promontory Pointe Water Tank Facility to accommodate the addition of a 1.5 MG water tank, landscape screening and fence improvements, supported by the following exhibits:

- | | |
|------------|---|
| Exhibit A. | Triview Promontory Pointe Water Tank Site Plan, prepared by RESPEC, dated December 2024 (provided by reference only). |
| Exhibit B. | Drainage Report for Triview Promontory Pointe Water Tank, prepared by RESPEC, dated December 2024 (provided by reference only). |

Exhibit C. Sanctuary Pointe Major PUD Amendment 1, prepared by NES Inc, dated 2/14/2025 (provided by reference only).

Exhibit D. Planning Commission Findings of Fact, dated March 12, 2025 (provided by reference only).

Section 4. Effective Date. This Resolution shall become effective and be in full force and effect immediately upon approval.

Section 5. Severability. If any portion of this Resolution or the application thereof shall be found to be invalid by a court, such invalidity shall not affect the remaining portions or applications which can be given effect without the invalid portion or application, provided such remaining portions or applications are not determined by the court to be inoperable.

PASSED AND RESOLVED by the Town Council of the Town of Monument, El Paso County, Colorado, this 7th day of April 2025, by a vote of ___ for and ___ against.

TOWN OF MONUMENT

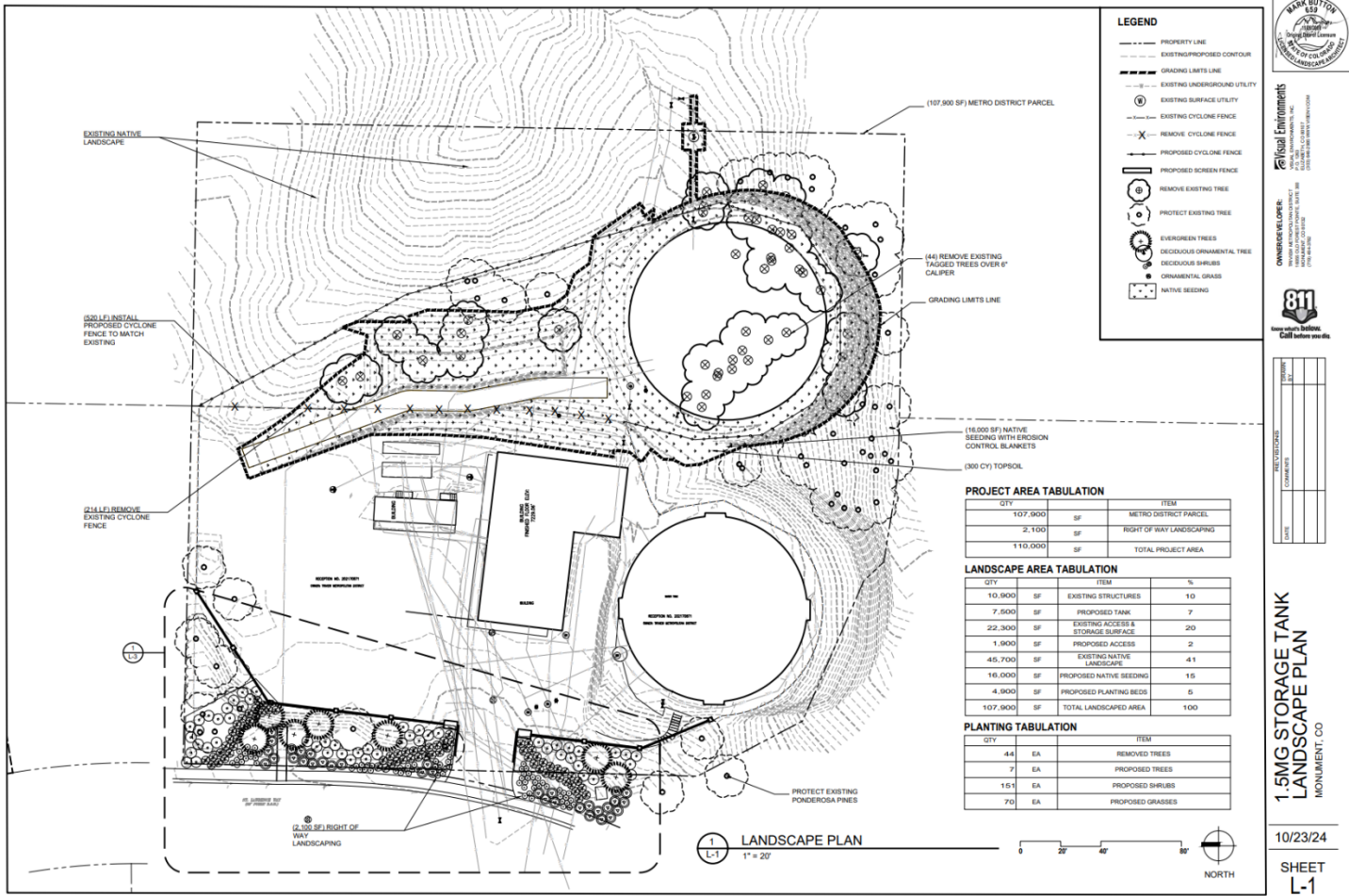
Mitch LaKind, Mayor

ATTEST:

Tina Erickson, Town Clerk

EXHIBIT A
TRIVIEW PROMONTORY POINTE WATER TANK SITE PLAN, PREPARED BY RESPEC,
DATED DECEMBER 2024

LANDSCAPE PLAN (provided for reference only)





MEMORANDUM

TO: The Honorable Mayor and Town Council
Madeline VanDenHoek, Interim Town Manager

FROM: Dan Ungerleider, AICP, Director of Planning

DATE: April 7, 2025

SUBJECT: Ordinance No. 06-2025, An Ordinance Amending Chapter 18.03.110 of the
Municipal Code to Reference the Approved Official Zoning Map by a Date Certain

Overview. Consistent with best practices, it is appropriate for a municipality to annually approve and publish its Official Zoning Map as it was revised by Town Council during the previous year. As so, the Staff presented draft Official Zoning Map to the Planning Commission for their review and acceptance on February 12, 2025. At the conclusion of their review, the Planning Commission unanimously approved a motion to recommend Town Council approve the Official Zoning Map as presented. The Official Zoning Map is attached as Exhibit A with Ordinance No. 06-2025 included with the memorandum.

Staff is also recommending that Section 18.03-

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.

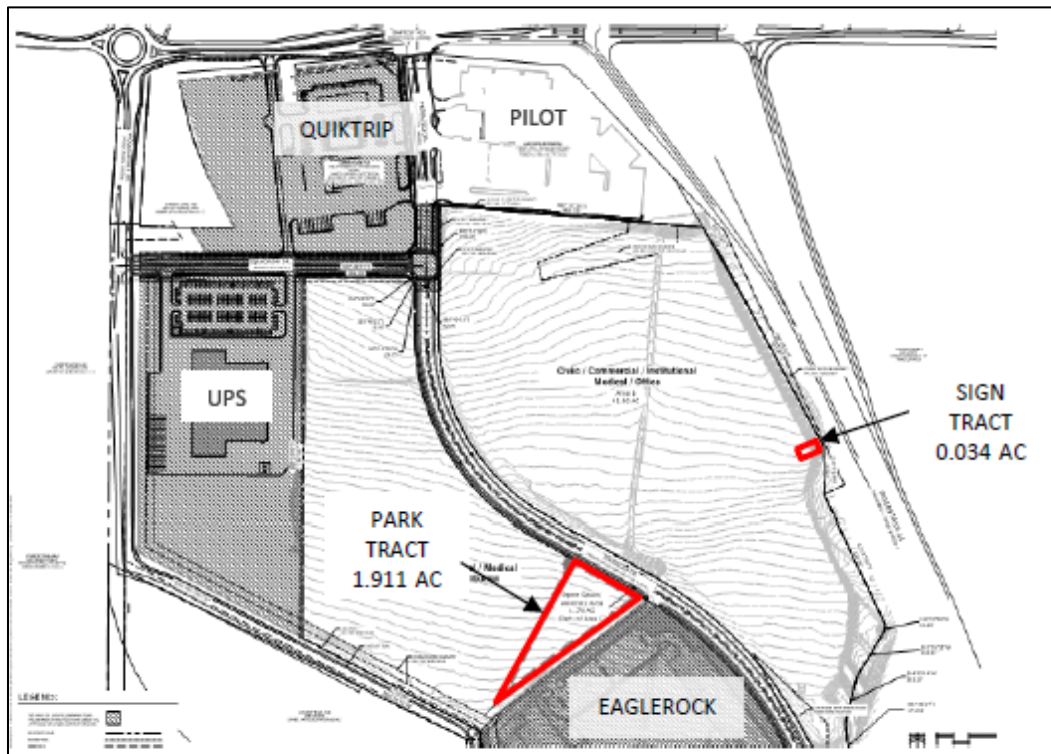
Requested Action. A motion to **APPROVE** Resolution No. 10-2025 (Attachment 3), A Resolution approving the Final Plat known as Falcon Commerce Center Park and Signage Final Plat.

Attachments:

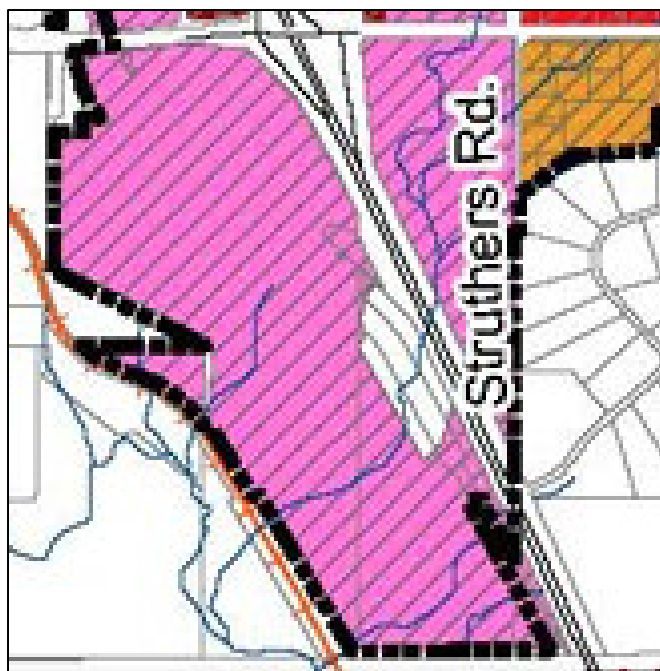
1. Location, Zoning and Future Land Use Maps
2. Planning Commission draft minutes, dated 1/8/2024
3. Resolution 10-2025, A Resolution approving a Final Plat known as Falcon Commerce Center Park and Signage Final Plat.

ATTACHMENT 1
Location, Zoning and Future Land Use Maps

Location Map



Future Land Use Map



Planned Industrial Development

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.

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**TOWN OF MONUMENT
ORDINANCE NO. 06-2025**

**AN ORDINANCE AMENDING CHAPTER 18.03.110 OF THE MUNICIPAL CODE TO
REFERENCE THE APPROVED OFFICIAL ZONING MAP BY A DATE CERTAIN**

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

WHEREAS, the Town Council has determined it to be reasonable and necessary to amend the Municipal Code regarding the Official Zoning Map be approved and kept on file in the office of the Town Clerk, and that it be referenced by date; and

WHEREAS, such amendments are in the best interests of the citizens of the Town of Monument; and

WHEREAS, on February 12, 2025, the Monument were presented a draft of the Official Zoning Map and unanimously recommended approval of the draft Official Zoning Map; and

WHEREAS, on April 7, 2025, Town Council received and concurred with the Plan Commission’s recommendation to approve the Official Zoning Map and make reference of the Official Zoning Map by date in Chapter 18.03.110 - Official Zoning Map;

**THE TOWN COUNCIL OF THE TOWN OF MONUMENT, COLORADO,
ORDAINS:**

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

Section 2. Approval. The Town Council approves the Official Zoning Map dated April 7, 2025, and signed by the Mayor and Planning Director, and attached hereto as Exhibit A; an approves Section 19.03.110 - Official Zoning Map be amended and replaced in its entirety as follows:

“The boundaries of the zoning district are established as shown on the Official Zoning Map, dated and approved April 7, 2025, and defined in Section 18.07.110. The Official Zoning Map, with all explanatory material thereon, is incorporated by reference and declared part of this title. A copy of the Official Zoning Map will be maintained in the office of the Town Clerk.”

Section 3. Publication. Pursuant to Subsection 6.5, 3. Of the Town of Monument Home Rule Charter and Subsection 2.04.030, G, of the Monument Municipal Code, upon approval this Ordinance shall be published on the Town’s official website in full for not less than ten (10) days.

Section 4. Authentication and Filing. Upon passage of this Ordinance, it shall be authenticated by the Mayor and Town Clerk and maintained by the Town Clerk in such form as is sufficient to assure reasonable access by the public. Failure to authenticate any ordinance shall not invalidate it or suspend its operation.

Section 5. Effective Date. This Ordinance shall become effective and be in full force and effect ten (10) days after final publication.

Section 7. Severability. If any portion of this Resolution or the application thereof shall be found to be invalid by a court, such invalidity shall not affect the remaining portions or applications which can be given effect without the invalid portion or application, provided such remaining portions or applications are not determined by the court to be inoperable.

PASSED AND RESOLVED by the Town Council of the Town of Monument, El Paso County, Colorado, this 7th day of April 2025, by a vote of ____ for and ____ against.

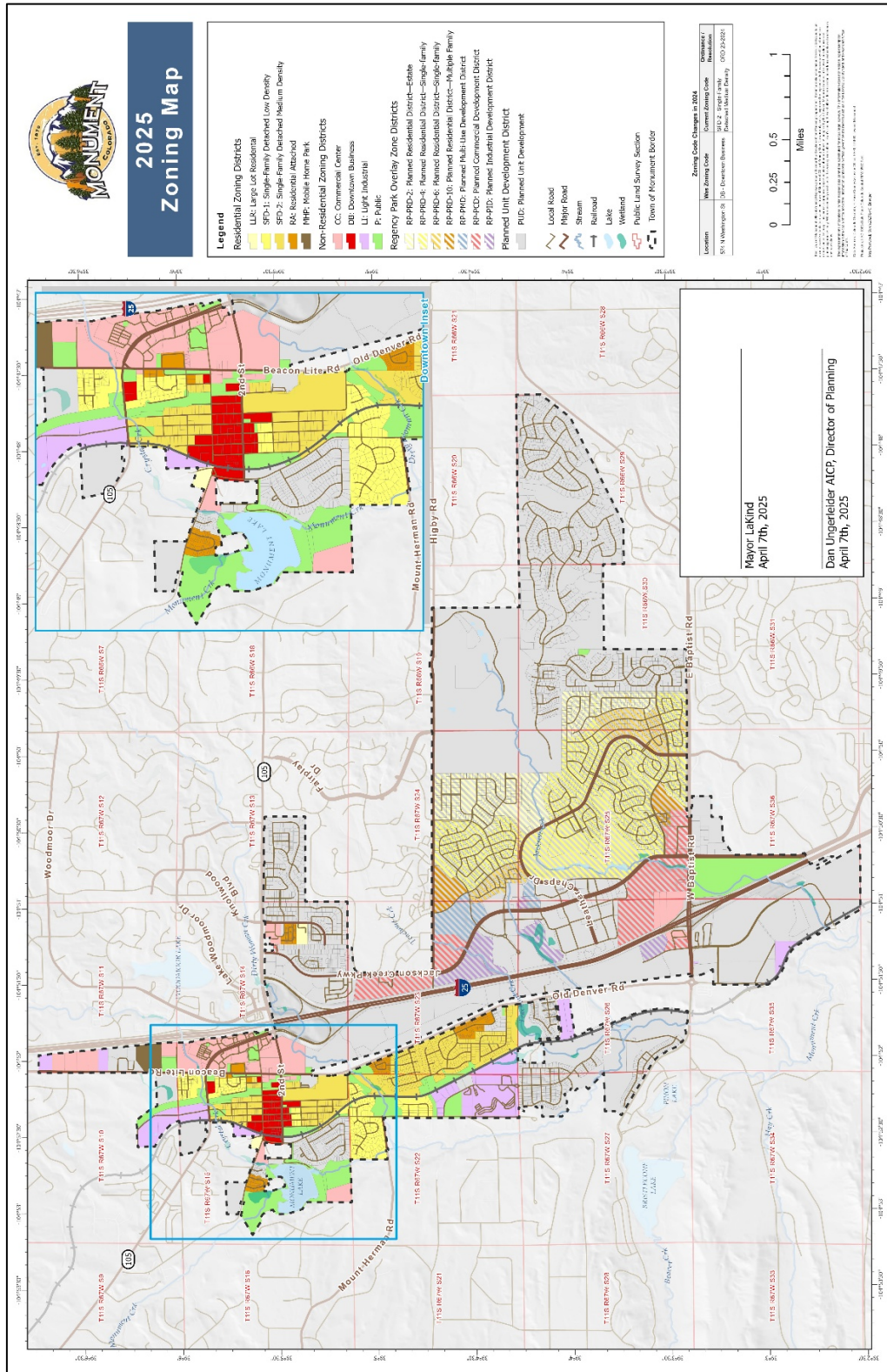
TOWN OF MONUMENT

Mitch LaKind, Mayor

ATTEST:

Tina Erickson, Town Clerk

EXHIBIT A OFFICIAL ZONING MAP, dated April 7, 2025



On file in the Town of Monument Planning Department and Office of the Town Clerk

MEMORANDUM

TO: The Honorable Mayor and Town Council
FROM: Thomas A. Tharnish, Director of Public Works
DATE: February 18, 2025
RE: Resolution 20-2025 to approve an amendment to the IGA establishing the Loop Water Authority

BACKGROUND: The Loop Water Authority currently has three (3) Member Agencies to conduct the business of the Loop Water Authority and currently is seeking a change to the establishing agreement to increase the number of members from 3 to 6 members to more efficiently conduct business of the Authority and allow for more discussion among a few members without having to have a quorum present. The issue of having only 3 members was due to the Cherokee Metro District resigning from the Authority several months ago.

DISCUSSION: By changing the Loop Water Authority establishing agreement, it is designed to have some flexibility if the situation changes in the future. If, in the future, the Authority adds another member, then the member requirements would change back to a 4-member agency authority. The current amendment will allow two appointed personnel per agency member to sit on the Loop Water Authority Board for a total of 6 members to conduct the business of the Authority. The Town of Monument's 2 members will be Thomas A. Tharnish and Madeline VanDenHoek. The alternate will be Jon Rigaud if needed. The other 2 member agencies have passed this resolution by approval of their governing bodies.

PROS/CON'S: Pro's - By moving forward with this resolution to approve this amendment to the establishing agreement, it will give the Loop Water Authority some flexibility to the current members to meet in smaller groups without having to meet the requirements of having a quorum and abiding by the open meeting rules that are established. Con's – by not approving this resolution to approve an amendment to the establishing agreement, then the Loop Water Authority will have to maintain the status having only 3 members and trying to conduct the business of the authority as we currently do.

FISCAL IMPACT: There is no fiscal impact associated with this resolution.

STAFF RECOMMENDATION: Recommend passage of Resolution 20-2025, approving an amendment to the IGA establishing the Loop Water Authority.

TOWN OF MONUMENT

RESOLUTION NO. 20 - 2025

**A RESOLUTION APPROVING AN AMMENDMENT TO THE IGA
ESTABLISHING THE LOOP WATER AUTHORITY**

WHEREAS, the Town's staff has been an established member of the Loop Water Authority since its inception and;

WHEREAS, the Town's staff has received a request from the Loop Water Authority to approve an amendment to the establishing agreement to change the number of members from 3 to 6 members, and;

WHEREAS, the Town staff has reviewed this amendment to the agreement and has determined that it would help the Loop Water Authority to conduct business in a more efficient manner, and;

WHEREAS, Town staff has determined that the designated personnel should be Thomas A. Tharnish and Madeline VanDenHoek with Jon Rigaud selected as the alternate, and;

WHEREAS, If the Town Council approves this amendment to the establishing agreement, the membership of the Loop Water Authority would increase from the 3 current members to 6 members with 2 members coming from each agency.

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

The Town Council hereby approves the amendment to the IGA establishing the Loop Water Authority to increase the number of members from 3 to 6 representatives.

PASSED AND RESOLVED by the Town Council of the Town of Monument, El Paso County, Colorado, this 7th day of April 2025 by a vote of ___ for and ___ against.

TOWN OF MONUMENT

Mitch Lakind, Mayor

ATTEST:

Tina Erickson, Town Clerk

FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT ESTABLISHING THE LOOP WATER AUTHORITY

This FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT ESTABLISHING THE LOOP WATER AUTHORITY (“Amendment”) is entered into on _____, 2025, among DONALA WATER AND SANITATION DISTRICT, the TOWN OF MONUMENT, and WOODMOOR WATER & SANITATION DISTRICT NO. 1 (collectively “Members” or “Parties,” or in the singular as “Member” or “Party”), each political subdivisions of the State of Colorado, hereby agree as follows:

RECITALS

WHEREAS, the Parties entered into an Intergovernmental Agreement Establishing the Loop Water Authority, dated December 23, 2022 (“Agreement”), which established the Loop Water Authority as a separate political subdivision of the State of Colorado; and

WHEREAS, Article VII of the Agreement allows for the Agreement to be amended or modified by action of the governing body of each Member; and

WHEREAS, the Members wish to amend the Agreement in order to modify the number of Directors that each Member may appoint; and

WHEREAS, the Members also desire to amend the Agreement to clarify that no business shall be conducted by the Authority without a unanimous vote of the Members present at the meeting.

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

1. The above recitals are hereby incorporated as if fully set forth herein.
2. Article IV, Section 1 of the Agreement shall be amended and replaced in its entirety with the following language:

“Board of Directors. The Authority shall be governed by a Board of Directors (“Board”) to be comprised as follows: (i) When there are three (3) or fewer Members, the Board shall be comprised of two Directors appointed by each Member (for example: if there are three Members, there shall be a total of six Directors on the Board (two from each Member)); and (ii) When there are four (4) or more Members, the Board shall be comprised of one Director to be appointed by each Member (for example: if there are four Members, there shall be a total of four Directors on the Board (one from each Member)). Appointments shall be made by each Members’s respective governing body. Each Member may also appoint alternate Directors, which each Member’s respective governing body shall identify and appoint. In the event additional Members join the Authority, each additional Member

shall be entitled to designate Director(s) and their alternates in the quantities set forth above.”

3. The following language shall be added as the last sentence of Article IV, Section 6 of the Agreement:

“No business shall be conducted in the absence of a quorum and no action shall be taken without a unanimous vote of the Members present at the meeting.”

4. The Parties acknowledge and agree that all other terms of the Agreement remain in full force and effect and this Amendment shall not amend, modify, or alter the Agreement in any respect except as provided for herein.

5. This Amendment may be executed in counterparts, each of which may be deemed an original but all of which taken together shall constitute one and the same instrument.

[Signature page to follow]

IN WITNESS WHEREOF, the Parties have executed this Amendment on the date first above written.

DONALA WATER AND SANITATION DISTRICT

President

ATTEST:

Secretary

WOODMOOR WATER & SANITATION DISTRICT NO. 1

President

ATTEST:

Secretary

TOWN OF MONUMENT

By: Mayor

ATTEST:

By:



MEMORANDUM

TO: The Mayor and Town Council
FROM: Jennifer Phillips, Finance Director
DATE: April 7, 2025
RE: Adoption of Resolution 21-2025 Approving an Agreement with GovOS for consultant services to provide business tax renewal software and maintenance services.

BACKGROUND:

On December 4, 2023, staff presented the Town Council with four options for transitioning the Town from a state collected municipality to a self-collected municipality. This item was discussed by the Town Council and was again placed on the February 5, 2024, Town Council agenda.

On February 5, 2024, the Town Council approved Resolution No. 06-2024 approving a hybrid solution for the self-collection of sales tax for the Town of Monument.

This resolution provided for:

1. Moving the Town from a state-collected municipality to a self-collected municipality.
2. Approval for the Finance Director to implement the hybrid tax collection model.
3. Acquiring the necessary software solution for self-collection of sales tax.
4. Engaging a third-party service provider (CoSalt Consulting Ltd) to oversee the administration and maintenance of the software.
5. Allocating funds from the budget for the implementation, acquisition of software and engagement of the third-party provider.
6. Ensuring the Finance Director and CoSalt provide periodic reports to the Town Council no less frequently than quarterly.

On February 12, 2024, the former Town Manager signed an agreement and addendum with GovOS in the amount of \$28,840 with GovOS to provide business licensing and tax filing software and maintenance services.

The self-collect sales tax implementation project was to begin with GovOS in February 2024, but GovOS delayed the start of the project until May 2024 with an agreed upon "go-live" date of October 1, 2024. Various delays caused the "go-live" date to be moved to February 1, 2025.

The development and implementation of a self-collect sales tax program has proven to be a significant project requiring far more staff time and resources than originally anticipated. Self-collection went live on February 1, thereby requiring Monument businesses to submit their January 2025 sales taxes through the GovOS portal. Information was provided to all Monument businesses via a letter through the postal service and emails, along with staff hand delivering flyers to our local businesses. The vast majority of

email and telephone inquiries were responded to on the same day they were received. As with many new programs, we have experienced challenges but continue to work methodically through each one. What makes this implementation process more complicated is the coordination between multiple payment vendors including GovOS, State of Colorado Sales and Use Tax Systems, Xpress Bill Pay, and Caselle.

February sales tax filing went smoother than the January filings, but improvements are still required and underway. As of March 31, sales tax collection is slower than normal, due to some remaining issues with the collection system. Staff are waiving late fees and working directly with businesses to support and guide them through the process, while continuing to make improvements to the GovOS system. First quarter filings along with March filings are due by April 20, 2025, and our goal is for a smooth filing process.

Staff have also initiated a few audits of Monument businesses. At this time, staff is not able to determine the financial impacts of implementing the self-collect sales tax program.

DISCUSSION

The original contract signed with GovOS on February 12, 2024, expired on February 12, 2025. Due to a variety of issues, staff held the invoice until the majority of issues were resolved and also requested a 50% discount. The renewal amount for the 2025-2026 contract with GovOS remains \$28,840 but the Town will be credited \$14,420. In addition, GovOS did not increase the contract amount from the previous year.

RESOLUTION: Staff have submitted Resolution 21-2025 approving an Agreement and Addendum with GovOS in the not to exceed amount of \$28,840, with a 50% credit resulting in the actual cost for 2025-2026 to be \$14,420 for consultant services to provide business tax renewal software and maintenance.

Proposed on: 2025-03-12

Business Licensing & Tax Renewal

Town of Monument, CO

Prepared for:

Steve Murray

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



8310 N. Capital of Texas Hwy.
Bldg. 2, Ste. 250, Austin, TX 78731

www.GovOS.com

Pricing Summary

Name	QTY	Price
BL&T Base System	1	\$14,926.00
Audit Assessment Module	1	\$6,500.00
Business Tax	1	\$5,522.00
Business Licensing	1	\$1,892.00

First Year Annual Contract Value: \$28,840.00

Additional Comments:

Subscription Start Date: 2/13/2025

Subscription End Date: 2/12/2026

Billing Frequency: Annual

Proposal Terms

General Information

Expiration of Proposal:

Without acceptance of this proposal (this **"Proposal"**), pricing provided herein is good until 2025-03-31.

After said date, if not accepted, this Proposal shall be void.

Defined Terms:

- **"Agreement"** means the Existing Contract, amendments thereto, and the TOU (if applicable related to New Services).
- **"Customer"** means the "Customer" identified below.
- **"Effective Date"** means the date this Proposal is signed by Customer.
- **"Existing Contract"** means the "Master Contract" described below, including amendments thereto.
- **"Existing Services"** means Services provided pursuant to the Existing Contract, which Services are described on the Pricing Summary page.
- **"New Services"** means the Additional Solutions described below (if any), which Services are provided to Customer subject to the TOU.
- **"Predecessor"** means GovOS's predecessor-in-interest that is a party to the Existing Contract.
- **"Services"** means the Existing Services and New Services (if applicable).
- **"Term"** shall mean the term that the Existing Services and/or New Services (as applicable) shall be provided to Customer hereunder.
- **"TOU"** means GovOS's standard terms of use, which can be found at www.govos.com/terms-of-use.

Customer Information

Organization Name

Town of Monument, CO

Primary Address

645 Beacon Lite Road
Monument, CO, Colorado, 80132

Primary Contact Name

Steve Murray

Primary Contact Email

smurray@tomgov.org

Existing Contract Information

Title of Master Contract:	The title of the Existing Contract or Proposal # is: 0061P00000cMuagQAC. *If the Existing Contract references GovOS's standard terms of use, then for purposes of this Agreement such terms of use are replaced by the TOU. Additionally, if the Existing Contract does not provide terms associated with the use of the Services, then the TOU shall apply.
Expiration Date of Master Contract:	2025-02-12 (the " Expiration Date ")
Original Parties (if applicable):	N/A * If GovOS is not an original party to the Existing Contract the Customer hereby consents to the assignment of the Existing Agreement from its Predecessor to GovOS and GovOS hereby assumes all rights and obligations of the Predecessor under the Existing Contract.
Cooperative Purchasing Contract Description:	N/A. If provided, this Proposal incorporates the terms of such cooperative purchasing contract.

Amendment(s) to Existing Contract

[Yes] Automatic Renewal:	Following the initial term, the Agreement will automatically renew for additional one-year periods unless earlier terminated pursuant to the Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term. GovOS shall send a renewal notice to Customer between twenty-five (25) and forty (40) days prior to the expiration of the Term.
Contract Extension Period:	Number of Month(s): 12 Beginning the day following the "Expiration Date" indicated above (the " Extension Period "). For the sake of providing clarity, the Extension Period will end on 2026-02-12.
Hardware:	If, prior to the Effective Date (indicated above), GovOS or its Predecessor provided hardware and/or maintenance services associated with the same to Customer, then following the Effective Date Customer will be solely responsible to maintain an adequate technical environment to utilize the Services including providing and maintaining any necessary hardware and equipment to meet the Services' requirements. Upon request, GovOS will identify hardware requirements and recommend hardware and equipment that meets Services requirements. Additionally, GovOS hereby conveys to Customer title and ownership "as is" and "where is" to any and all hardware and equipment previously provided to Customer under the Existing Agreement. GovOs makes no representations and disclaims any and all warranties with respect to such hardware or equipment.

Financial Terms

Fees:	Fees for the Services during the Term shall be at the rates indicated on the Pricing Summary page (the “ Fees ”) and are non-refundable once paid.
Payment Terms:	- Fees for the Services provided during initial Term (not including the Fees described below) are due upon acceptance of this Proposal. Unless otherwise indicated on the Pricing Summary page, annual Fees shall be invoiced and pre-paid prior to each anniversary of the Expiration Date. - Per transaction/document/image Fees are invoiced on a monthly basis. - Implementation Fees will be billed upon completion and delivery of the associated Services. All invoices are due net thirty (30) days of the invoice date, subject to prompt payment laws applicable to transactions with Customer. If there is a conflict between these payment terms and applicable law, then these payment terms will conform with such laws.
Annual Fee Increase:	Unless otherwise indicated in the table of Fees above (e.g. Fees being provided by year of the Term), on each anniversary date of the Agreement, the Fees will be increased by up to 10% based on the prior year’s Fees.
Late Payments:	Any undisputed amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable law, whichever is less, determined and compounded daily from the date due until the date paid.
Collection Costs; Suspension of Services:	Customer shall reimburse GovOS for all reasonable costs incurred by GovOS in collecting any late payments or interest, including attorney fees, court costs, and collection agency fees; and if such failure continues for thirty (30) days or more, GovOS may suspend Customer’s and its Authorized Users’ access to any portion or all of the Services until such amounts are paid in full.
Reinstatement Fee:	If the Agreement lapses and Customer and GovOS agree to reinstate the Agreement, such reinstatement will be subject to a “ Reinstatement Fee .” The Reinstatement Fee shall be calculated as follows: (1) on the day after the Term ends, a Reinstatement Fee of 5% of the annualized value of the Fees will be applied. An additional 5% of the annual value of the Fees will be applied every month thereafter until the Term is extended and/or the Agreement is formally renewed, until the cumulative Reinstatement Fee reaches 50% of annualized Fees, at which point it will be capped.

Miscellaneous Terms

Piggyback:	During the term of this Proposal, including any renewal terms: (1) other public corporations, entities, or agencies directly affiliated with Customer (each, a "Piggyback Entity") may request to piggyback on this Proposal to acquire solutions or services offered hereunder on the same terms and conditions set forth in this Proposal; and/or (2) Customer may acquire additional solutions or services offered by GovOS on the same terms and conditions set forth in this Proposal, other than pricing terms, which shall be negotiated in good faith by the parties hereto. If GovOS receives a request to piggyback on this Proposal, GovOS must provide written notice of the request to Customer within five (5) business days of receipt. If GovOS accepts, and Customer approves the request to piggyback, the administration of the services provided to any Piggyback Entity must be governed under a separate agreement between GovOS and such Piggyback Entity. Customer shall have no obligation or liability to GovOS, any Piggyback Entity, or any third party in connection with the administration of services provided to any Piggyback Entity.
Modification of Incorporated Documents:	GovOS reserves the right from time to time to modify the TOU and SLA; however, this Proposal will remain governed by the TOU and SLA in effect as of the Effective Date.
Conflicting Terms:	In the event a provision contained in the TOU and/or SLA conflicts with the terms of the Existing Contract then the Existing Contract shall control. If there is a conflict between this Proposal and the Existing Contract, then this Proposal shall control.
Purchasing Agent Information:	If a Purchasing Agent is being utilized, insert the Purchasing Agent's name here or insert "n/a" if this Section is not applicable: N/A. By signing below, Customer (or Purchasing Agent as Customer's agent, if applicable) and GovOS accept this Proposal and agree that it shall be subject to the TOU and SLA. Additionally, if Customer is utilizing a Purchasing Agent, then Purchasing Agent agrees to the following: (1) Purchasing Agent shall include "Coverage Terms" or "Subscription Dates" in each line item's material description in its purchase orders; and (2) Purchasing Agent agrees to timely pay all fees specified herein on behalf of Customer.

Billing Details

Billing Contact Name	
Billing Contact Email	
Billing Contact Phone	

Invoice Delivery Method	Email/Electronic
Preferred Payment Method	Check



Proposal Acceptance

Proposal #:	006KW00000cupMCYAY
-------------	--------------------

By signing below, Customer and GovOS accept this Proposal and agree that it shall be subject to the TOU and SLA.

Customer Signature

Signature of Authorized
Representative

Title

Date

GovOS Signature

Signature of Authorized GovOS
Representative

Title

Date

ADDENDUM TO GOVOS BUSINESS LICENSING AGREEMENT

THIS ADDENDUM TO GOVOS BUSINESS LICENSING AGREEMENT ("Addendum") modifies GovOS Business Licensing proposal, Customer Acceptance, and the Terms of Use ("Agreement") between GovOS, a Delaware corporation ("GovOS") and the Town of Monument, a Colorado home rule municipality ("Customer," and together with GovOS, the "Parties," or either of the Parties individually, the "Party"), and is effective as of the same date as the Agreement.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Customer and GovOS hereby modify the Agreement as follows:

1. Terms of Addendum Controlling. The Parties expressly intend and agree that this Addendum is hereby incorporated into the Agreement and the terms herein shall modify and control the terms in the Agreement. Any inconsistency between the terms of this Addendum and the terms of the Agreement shall be resolved in favor of the terms contained in this Addendum.
2. Independent Contractor. The services to be performed by GovOS are those of an independent contractor and not of an employee or partner of the Customer. **GovOS is obligated to pay federal and state income tax on any moneys earned pursuant to the Agreement. Neither GovOS nor its employees, if any, are entitled to workers' compensation benefits from the Customer for the performance of the services specified in the Agreement.**
3. Confidentiality. Notwithstanding any other provision contained in the Agreement, the Customer shall have no obligation to keep and maintain in confidence any document, including the Agreement, which is subject to disclosure under the Colorado Open Records Act, Part 2, Article 72, Title 24, C.R.S., as determined by the Customer.
4. Limitation of Liability. Any limitations on liability set forth in the Agreement shall apply to both GovOS and Customer, but only to the extent the damage, loss, cost or expense incurred or suffered by a Party is not covered by the insurance carried by the other Party.
5. Limitation on Customer Indemnity. Any obligation of the Customer to indemnify, defend, or hold harmless GovOS is deleted. Notwithstanding any provision in the Agreement, the Customer 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 Customer or its officers or employees.

6. Limitation on Damages. Under no circumstances shall the Customer be liable to GovOS for special, punitive, indirect or consequential damages suffered by GovOS arising out of or in connection with the Agreement including, without limitation, lost profits, loss of use, or loss of opportunity.

7. Governing Law and Venue. The laws of the State of Colorado, without regard to Colorado laws regarding conflicts of law, shall govern the construction, interpretation, execution and enforcement of the Agreement. Venue for any dispute arising out of or relating to the Agreement shall be in the State of Colorado Customer Court for the county in which the Customer's mailing address is located.

8. Annual Appropriation. Pursuant to Article X, Section 20 of the Colorado Constitution and Section 29-1-110, C.R.S., the Customer's obligations hereunder are subject to the annual appropriation of funds necessary for the performance thereof, which appropriations will be made in the sole discretion of the Customer's Board of Directors.

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

10. 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.

IN WITNESS WHEREOF, the Parties hereto have executed this Addendum to be effective as of the date first set forth above.

GovOS:

By:
Name: _____
Title: _____
Date: _____

CUSTOMER:

Town **of Monument:**
Name: _____
Title: _____
Date: -

Jennifer Phillips

From: Cindy Brown <cindy.brown@govos.com>
Sent: Friday, March 28, 2025 3:17 PM
To: Jennifer Phillips; Laurie Young; Steve Murray; Sophia Hassman
Cc: Jarrett Nelson; Kelsey Clinard
Subject: Re: DUE TODAY - Re: GovOS Revised Renewal Proposal

Importance: High

Good afternoon Town of Monument,

Thank you for your continued partnership. We sincerely appreciate your patience as we worked through the challenges leading up to go-live.

We recognize that the experience fell short of expectations and want to acknowledge that directly. As a gesture of goodwill and in recognition of your time and partnership - we're extending a 50% account credit toward the Town of Monument's 2025-2026 renewal. This amounts to \$14,420.00, which will be applied to the invoice once the renewal is signed and processed.

The renewal amount is \$28,840.00 for the 2025-2026 term.

We truly value the opportunity to continue supporting the Town of Monument and are committed to ensuring that your experience moving forward reflects the level of service you deserve.

-Cindy

Cindy Brown
Director, Customer Success



724-987-2940
cindy.brown@govos.com
www.GovOS.com

TOWN OF MONUMENT

RESOLUTION NO. 21-2025

**A RESOLUTION AUTHORIZING AN AGREEMENT WITH GOVOS FOR
CONSULTANT SERVICES TO BUSINESS TAX RENEWAL SOFTWARE
AND MAINTENANCE SERVICES**

WHEREAS, On February 5, 2024, the Monument Town Council approved a hybrid solution for the self collection of sales tax for the Town of Monument; and

WHEREAS, a one-year agreement was signed by the former Town Manager on February 12, 2024, with GovOS to provide tax renewal software and maintenances services; and

WHEREAS the service agreement with GovOS expired on February 12, 2025; and

WHEREAS, GovOS has provided a new agreement for 2025-2026 to provide said services; and

WHEREAS, GovOS has agreed to provide a 50% credit for 2025-2026 due to system challenges experienced with going live; and

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

The Town Council hereby awards an agreement for consultant services to provide business tax renewal software and maintenance services services in the not-to-exceed amount of \$28,840, with a 50% credit to be applied, resulting in the not-to-exceed amount to be \$14,420 and authorizes the Town Manager to execute said agreement.

PASSED AND RESOLVED by the Town Council of the Town of Monument, El Paso County, Colorado, this 7th day of April 2025, by a vote of ____ for and _____ against.

TOWN OF MONUMENT

Mitch LaKind, Mayor

ATTEST:

Tina Erickson, Town Clerk

MEMORANDUM

March 14, 2024

TO: Town Council
Town of Monument

FROM: Bob Cole, Town Attorney



RE: **Resolution Authorizing Filing Petition for Annexation of Old Denver Road**

SUMMARY

Old Denver Road from approximately Ranchero Drive on the north to Baptist Road on the south (the “Old Denver Road segment”) is not within the Town’s municipal boundary. The attached Resolution would authorize the interim Town Manager to file a Petition for Annexation to have the Town Council consider whether to annex the Old Denver Road segment.

DISCUSSION

In 2008 El Paso County deeded to Monument the Old Denver Road segment as depicted on the attached proposed Annexation Plan. Although Monument owns the Old Denver Road segment, it has never been annexed. Much of the Old Denver Road segment is adjacent to property that is within the Town. For many reasons, including the permitting of access to and from the road, regulation of traffic, and maintenance and improvements, it is reasonable that Monument consider whether to annex the Old Denver Road segment.

CONCLUSION

The attached Resolution authorizes the interim Town Manager to initiate annexation of the Old Denver Road segment by filing a Petition for Annexation. If the Resolution is approved, the next steps will be for the interim Town Manager to file a Petition for Annexation with the Planning Director. The Town Council will then determine if the Petition substantially complies with Municipal Annexation Act of 1965. If the Town Council determines that the Petition does comply, it will schedule a hearing to consider whether the segment is eligible for annexation, and if so, whether it should be annexed.

TOWN OF MONUMENT

RESOLUTION NO. 24- 2025

**A RESOLUTION AUTHORIZING FILING OF A PETITION FOR
ANNEXATION OF OLD DENVER ROAD**

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

WHEREAS, the Town is the owner of a portion of the property known as Old Denver Road between approximately Baptist Road on the south and Ranchero Drive on the north (the “Old Denver Road segment”), pursuant to the Bargain and Sale Deed from El Paso County to the Town recorded at Reception No. 208029077 on March 12, 2008;

WHEREAS, the Town Council hereby finds and determines that the Old Denver Road segment is in unincorporated El Paso County, is adjacent to the Town of Monument, and is almost completely surrounded by property that is within the Town; and

WHEREAS, is appropriate and necessary to the function and operation of the Town that the Old Denver Road segment be annexed to the Town of Monument;

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

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

Section 2. Authority and Direction to File Petition for Annexation. The Interim Town Manager is hereby authorized and directed to file with the Town a Petition for Annexation to annex to the Town the portion of Old Denver Road between Baptist Road on the south and the Town’s boundary at approximately Ranchero Drive on the north, and to take any and all further action required to effect the annexation.

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 7th day of April 2025 by a vote of for and against.

TOWN OF MONUMENT, COLORADO

By: _____
Mitch LaKind, Mayor

Attest:

Tina Erickson, Town Clerk

**PETITION FOR ANNEXATION
TO
TOWN OF MONUMENT, COLORADO**

**TO: THE TOWN CLERK AND TOWN COUNCIL OF THE TOWN OF
MONUMENT, COLORADO.**

**RE: ANNEXATION OF LAND COMMONLY KNOWN AS OLD
DENVER ROAD.**

THE UNDERSIGNED PETITIONER(S) (“Petitioner”), in compliance with the Title 31, Article 12, Part 1, of the Colorado Revised Statutes, (“Municipal Annexation Act of 1965”), and Section 18.01.220 of the Monument Municipal Code (“Municipal Code”), hereby petitions the Town of Monument, Colorado, for annexation to the Town of Monument, that unincorporated territory located in the County of El Paso, State of Colorado, as more fully described on Exhibit “A,” attached hereto and incorporated herein by this reference (the “Property”); and in support of said Petition, the undersigned states and alleges as follows:

1. It is desirable and necessary that the Property be annexed to the Town of Monument;
2. The Property meets the requirements of Sections 31-12-104 and 105, C.R.S., of the Municipal Annexation Act of 1965, in that:
 - (a) Not less than one-sixth of the perimeter of the Property will be contiguous with the existing boundaries of the Town of Monument.
 - (b) A community of interest exists between the Property and the Town of Monument.
 - (c) The Property is urban or will be urbanized in the near future.
 - (d) Said Property is integrated or is capable of being integrated with the Town of Monument.
 - (e) No land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:
 - (i) Is divided into separate parts or parcels without the written consent of the landowner or landowners thereof, unless such tracts or parcels are separated by a dedicated street, road, or other public way.

- (ii) Comprising twenty (20) acres or more and which, together with the buildings and improvements situated thereon, has a valuation for assessment in excess of two hundred thousand dollars (\$200,000.00) for ad valorem tax purposes for the year next preceding the annexation, is included within the Property without the written consent of the landowner or landowners thereof.
- (f) No annexation proceedings have been commenced for the annexation to another municipality of part or all of the Property.
- (g) The annexation of the Property will not result in the detachment of Property from any school district and the attachment of same to another school district.
- (h) The annexation of the Property will not have the effect of extending the boundary of the Town of Monument more than three (3) miles in any direction from any point of the Town's boundary in any one year, unless so doing would result in the division of a parcel of property held in identical ownership and at least fifty percent (50%) of the property would be within the three-mile limit.
- (i) If a portion of a platted street or alley is to be annexed, the entire width of said street or alley is included within the Property to be annexed.
- (j) Reasonable access shall not be denied to landowners, owners of easements, or the owners of franchises, adjoining any platted street or alley to be annexed that will not be bordered on both sides by the Town of Monument.
- 3. Attached hereto as Exhibit A and incorporated herein by this reference are four (4) copies of the annexation map, containing the following information:
 - (a) A written legal description of the boundaries of the Property;
 - (b) A map showing the boundary of the Property;
 - (c) Within the annexation boundary, a showing of the location of each ownership tract of unplatted land and, with respect to any area which is platted, the boundaries and the plat numbers of plots or lots and blocks.
 - (d) Next to the boundary of the Property, a drawing of the contiguous boundary of the Town of Monument and the contiguous boundary of any other municipality abutting the Property.

4. All of the Petitioners signed this Petition for Annexation no more than one hundred eighty (180) days prior to the date of the filing of this Petition for Annexation.

5. (Initial one)

_____ This Petition for Annexation satisfies the requirements of Article II, Section 30, of the Constitution of the State of Colorado in that it is signed by persons comprising more than fifty percent (50%) of the landowners in the Property who own more than fifty percent (50%) of said Property, excluding public streets and alleys and any land owned by the Town of Monument.

OR

_____ This Petition for Annexation is signed by the landowners of one hundred percent (100%) of the Property, excluding public streets and alleys and any land owned by the Town of Monument.

6. Upon an annexation ordinance becoming effective, all lands within the Property sought to be annexed shall become subject to all ordinances, resolutions, rules, and regulations of the Town of Monument, except for general property taxes of the Town of Monument, which shall become effective on January 1 of the next succeeding year following passage of the annexation ordinance.
7. If not requested concurrent with this Petition for Annexation, within ninety (90) days after the effective date of the annexation ordinance, Petitioner will request that zoning be granted by the Town of Monument.
8. (Initial one)

The Property comprises:

_____ more than ten acres and an Annexation Impact Report, or waiver of such Report, as provided for in Section 31-12-108.5, C.R.S., is required.

OR

_____ less than ten acres and an Annexation Impact Report as provided for in Section 31-12-108.5, C.R.S., is not required.

9. The mailing address of each Petitioner, the legal description of the land owned by each Petitioner and the date of each signature are all shown on this Petition.
10. Attached to this Petition is the Affidavit of Circulator of this Petition that the signature(s) hereon is the signature of the person whose name it purports to be.

THEREFORE, Petitioner respectfully request that the Town Council of the Town of Monument, Colorado, approve the annexation of the Property.

Signed this _____ day of _____, 2025.

TOWN OF MONUMENT
PETITIONER:

By: Madeline Van Den Hoek, Interim Town
Manager

(Date)

(Mailing Address)

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing was subscribed and sworn to before me this ____ day of _____, 20____, by _____ as Petitioner and Owner.

Witness my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A
ANNEXATION MAP

AFFIDAVIT OF CIRCULATOR

The undersigned, being of lawful age, who being first duly sworn upon oath deposes and says:

That he/she was the circulator of the foregoing Petition for Annexation of lands to the Town of Monument, consisting of _____ pages, including this page, and that the signature(s) of _____, thereon was witnessed by the circulator and is the true and original signature(s) of the person(s) whose name(s) they purport to be, and that the date of such signature is correct.

Circulator

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing AFFIDAVIT OF CIRCULATOR was subscribed and sworn to before me this _____ day of _____, 20____, by _____.

Witness my hand and official seal.

My commission expires: _____

Notary Public

OLD DENVER ROAD
ANNEXATION PLAT

LOCATED IN SECTIONS 23 & 26, TOWNSHIP 11
SOUTH, RANGE 67 WEST OF THE SIXTH
PRINCIPAL MERIDIAN, TOWN OF MONUMENT,
COUNTY OF EL PASO, STATE OF COLORADO

SURVEYOR'S CERTIFICATE:

I, Edward C. Silver, a Professional Land Surveyor in the State of Colorado, do hereby certify that this annexation plat was made under my direct supervision and said plat accurately represents the described parcel of land, to the best of my knowledge and belief.

Edward C. Silver PLS No. 37051
For and on behalf of
Jacobs Engineering Group Inc.

GENERAL NOTES:

- THIS ANNEXATION PLAT DOES NOT REPRESENT A MONUMENTED LAND SURVEY NOR A LAND SURVEY PLAT. ALL INFORMATION SHOWN HEREON WAS TAKEN FROM PUBLIC RECORDS.
- DATE OF PREPARATION: JANUARY 31, 2025
- UNITS: US SURVEY FEET
- BEARINGS ARE BASED ON THE NORTH-SOUTH QUARTER SECTION LINE BETWEEN THE SOUTH QUARTER CORNER AND THE NORTH QUARTER CORNER OF SECTION 26, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE 6TH PM, ASSUMED TO BEAR NORTH 00°06'48" EAST, AS DESCRIBED IN BARGAIN AND SALE DEED RECORDED AT RECEPTION NUMBER 208029077 ON MARCH 12, 2008.
- THE TOWN OF MONUMENT INCORPORATED LIMITS SHOWN HEREON ARE BASED ON A GIS SHAPE FILE RECEIVED FROM THE TOWN OF MONUMENT PLANNING DEPARTMENT ON JANUARY 24, 2025.
- NO FIELD WORK WAS REQUIRED FOR THIS ANNEXATION PLAT.

CONTIGUITY CALCULATIONS:

Boundary Perimeter = 17985.18 Linear Feet
Contiguous Boundary = 5005.55 Linear Feet
Actual Contiguity = 1/4 or 28%
Minimum Contiguity = 1/6 or 17%
Area of Parcel = 12.9 Acres +/-

TOWN APPROVAL:

Pursuant to an ordinance made and adopted by the Town of Monument, El Paso County, Colorado this ____ day of _____, 2025.

Mayor _____ Date _____

Town Clerk _____ Date _____

PLANNING DEPARTMENT:

This annexation plat was reviewed by the Town of Monument Planning Department this ____ day of _____, 2025.

Planning Director _____

CLERK AND RECORDER'S CERTIFICATE:

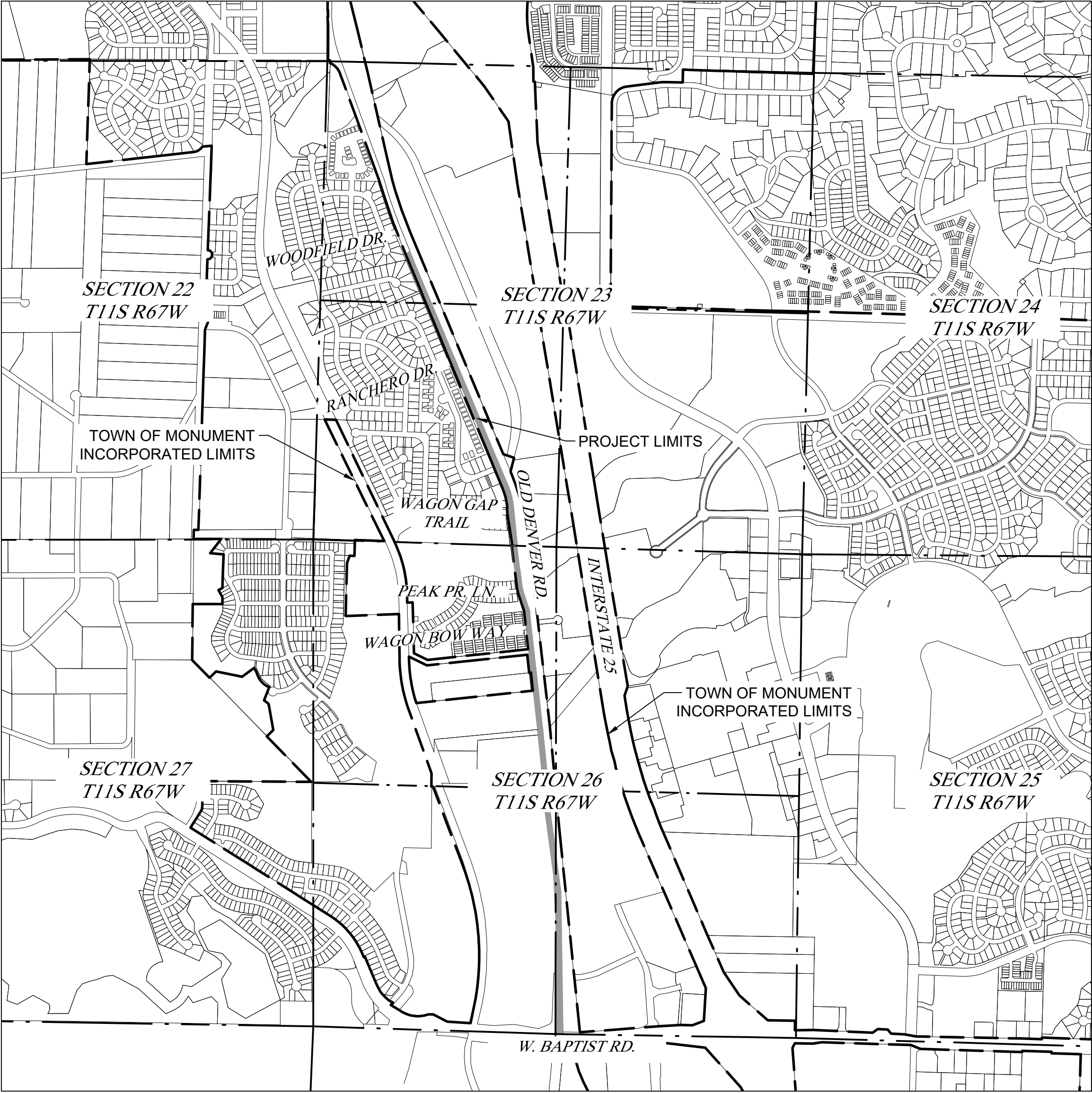
State of Colorado)
) ss.
County of El Paso)

I hereby certify this instrument was filed for record in my office at ____ o'clock __m., this ____ day of _____, 2025 and is duly recorded under Reception Number _____ of the records of El Paso County, Colorado.

Steve Schleiker, Clerk and Recorder

By: _____
Its: _____

Fee: _____
Surcharge: _____



VICINITY MAP
1"=1000'

PROPERTY OWNER'S CERTIFICATE:

Know all men by these presents, that the undersigned, being the Owner of certain lands in the Town of Monument, El Paso County, Colorado, described as follows:

A PARCEL OF LAND SITUATED IN SECTIONS 23 AND 26, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, MORE FULLY DESCRIBED IN BARGAIN AND SALE DEED RECORDED AT RECEPTION NUMBER 208029077 ON MARCH 12, 2008, AND AS FOLLOWS:

- BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, AS MONUMENTED BY AN ALUMINUM MONUMENT SET BY PLS 4842, SAID POINT BEING THE POINT OF BEGINNING;
- THENCE, ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, NORTH 00° 06'48" EAST A DISTANCE OF 1274.14 FEET;
- THENCE NORTH 03°02'52" WEST, ALONG THE WEST LINE OF A PARCEL OF LAND AS DESCRIBED UNDER RECEPTION NUMBER 204192561 AS RECORDED IN THE RECORDS OF EL PASO COUNTY, COLORADO, A DISTANCE OF 480.00 FEET;
- THENCE NORTH 07°40'47" WEST A DISTANCE OF 1010.00 FEET TO THE NORTHEAST CORNER OF PARCEL 2 AS SHOWN BY A LAND SURVEY PLAT AS RECORDED UNDER RECEPTION NUMBER 201900049 IN THE RECORDS OF EL PASO COUNTY, COLORADO;
- THENCE SOUTH 88°47'25" EAST A DISTANCE OF 19.70 FEET TO THE SOUTHEAST CORNER OF THAT PARCEL OF LAND AS DESCRIBED BY EL PASO COUNTY ASSESSOR PARCEL NUMBER 7126004008;
- THENCE NORTH 05°45'46" WEST, ALONG THE EAST LINE OF SAID PARCEL, 601.19 FEET TO THE NORTHEAST CORNER OF SAID PARCEL;
- THENCE NORTH 06°22'19" WEST, ALONG THE EAST LINE OF THAT PARCEL OF LAND AS DESCRIBED BY EL PASO COUNTY ASSESSOR PARCEL NUMBER 7126004002, A DISTANCE OF 430.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL;
- THENCE SOUTH 83°37'41" WEST, ALONG THE SOUTH LINE OF WILSON'S SUBDIVISION AS RECORDED UNDER RECEPTION NUMBER 1462814 IN THE RECORDS OF EL PASO COUNTY, COLORADO, A DISTANCE OF 20.00 FEET;
- THENCE NORTH 06°22'19" WEST A DISTANCE OF 400.00 FEET TO A POINT ON THE NORTH LINE OF SAID SUBDIVISION;
- THENCE NORTH 83°37'41" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 20.00 FEET TO THE NORTHEAST CORNER OF SAID SUBDIVISION;
- THENCE NORTH 06°22'19" WEST, ALONG THE EAST LINE OF THAT PARCEL OF LAND AS DESCRIBED BY EL PASO COUNTY ASSESSOR PARCEL NUMBER 7126000007, A DISTANCE OF 60.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL;
- THENCE NORTH 06°22'19" WEST, ALONG THE EAST LINE OF THAT PARCEL OF LAND AS DESCRIBED BY EL PASO COUNTY ASSESSOR PARCEL NUMBER 7126003001, A DISTANCE OF 422.60 FEET;
- THENCE NORTH 18°38'11" WEST, ALONG THE EAST LINE OF SAID PARCEL, A DISTANCE OF 235.37 FEET;
- THENCE NORTH 07°32'12" WEST, ALONG THE EAST LINE OF SAID PARCEL, A DISTANCE OF 499.95 FEET TO THE NORTHEAST CORNER OF SAID PARCEL;
- THENCE SOUTH 88°13'58" EAST, ALONG THE SOUTH LINE OF TRAILS END - MONUMENT FILING No 2 AS RECORDED UNDER RECEPTION NUMBER 205087087 IN THE RECORDS OF EL PASO COUNTY, COLORADO, A DISTANCE OF 9.72 FEET TO THE SOUTHEAST CORNER OF SAID SUBDIVISION;
- THENCE NORTH 05°46'38" WEST, ALONG THE EAST LINE OF SAID SUBDIVISION, A DISTANCE OF 336.06 FEET TO THE NORTHEAST CORNER OF SAID SUBDIVISION;
- THENCE NORTH 05°46'38" WEST, ALONG THE EAST LINE OF TRAILS END - MONUMENT FILING No. 1 AS RECORDED UNDER RECEPTION NUMBER 204211316 IN THE RECORDS OF EL PASO COUNTY, COLORADO, A DISTANCE OF 80.69 FEET TO THE NORTHEAST CORNER OF SAID SUBDIVISION;
- THENCE ALONG THE EAST LINE OF VILLAGE AT MONUMENT AS RECORDED UNDER RECEPTION NUMBER 202127262 IN THE RECORDS OF EL PASO COUNTY, COLORADO, ON THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 16°59'29", A RADIUS OF 803.02 FEET, AND AN ARC LENGTH OF 238.14 FEET;
- THENCE NORTH 22°46'07" WEST, ALONG THE EAST LINE OF SAID SUBDIVISION A DISTANCE OF 1458.09 FEET TO THE NORTHEAST CORNER OF SAID SUBDIVISION;
- THENCE NORTH 22°46'07" WEST, ALONG THE EAST LINE OF SANTE FE TRAILS SUBDIVISION FILING No. 1 AS RECORDED UNDER RECEPTION NUMBER 2000094432 IN THE RECORDS OF EL PASO COUNTY, COLORADO, A DISTANCE OF 1257.31 FEET TO THE NORTHEAST CORNER OF SAID SUBDIVISION;
- THENCE NORTH 22°36'29" WEST ALONG THE EAST LINE OF PEAK VIEW RIDGE AS RECORDED UNDER RECEPTION NUMBER 98132682 IN THE RECORDS OF EL PASO COUNTY, COLORADO, A DISTANCE OF 67.62 FEET TO THE EXISTING INCORPORATED LIMITS OF THE TOWN OF MONUMENT;
- THENCE NORTH 56°12'04" EAST, ALONG SAID TOWN LIMIT, A DISTANCE OF 61.16 FEET;
- THENCE SOUTH 22°36'29" EAST A DISTANCE OF 79.49 FEET;
- THENCE SOUTH 22°46'07" EAST A DISTANCE OF 2715.23 FEET;
- THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 16°59'29", A RADIUS OF 863.02 FEET, AND AN ARC LENGTH OF 255.93 FEET;
- THENCE SOUTH 05°46'38" EAST A DISTANCE OF 424.66 FEET;
- THENCE NORTH 88°15'32" WEST A DISTANCE OF 9.44 FEET;
- THENCE SOUTH 07°32'12" EAST A DISTANCE OF 484.32 FEET;
- THENCE SOUTH 18°38'11" EAST A DISTANCE OF 235.99 FEET;
- THENCE SOUTH 06°22'19" EAST A DISTANCE OF 1319.68 FEET;
- THENCE SOUTH 05°45'46" EAST A DISTANCE OF 606.98 FEET;
- THENCE NORTH 89°53'37" WEST A DISTANCE OF 19.42 FEET;
- THENCE SOUTH 07°40'47" EAST A DISTANCE OF 1201.09 FEET;
- THENCE SOUTH 00°49'36" EAST A DISTANCE OF 1565.52 FEET;
- THENCE NORTH 89°04'04" WEST A DISTANCE OF 85.69 FEET TO THE POINT OF BEGINNING.

THE PRECEDING PARCEL OF LAND CONTAINS 564,077 SQUARE FEET OR 12.9 ACRES.

BEARINGS ARE BASED ON A LINE BETWEEN THE SOUTH QUARTER CORNER TO THE NORTH QUARTER CORNER OF SECTION 26, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE 6TH/PM AS MONUMENTED AT THE SOUTH BY AN ALUMINUM MONUMENT P.L.S. 4842 AND THE NORTH BY AN ALUMINUM MONUMENT P.L.S. 23050 WHICH WAS ASSUMED TO BEAR NORTH 00°06'48" EAST.

Do hereby request annexation to the Town of Monument, the above-described parcel of land.

Executed this ____ day of _____, 2025.

Owner(s)

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Signed before me on ____ day of _____, 2025, by _____.

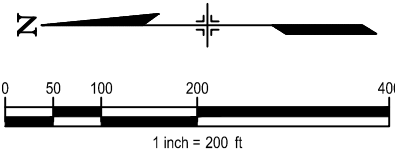
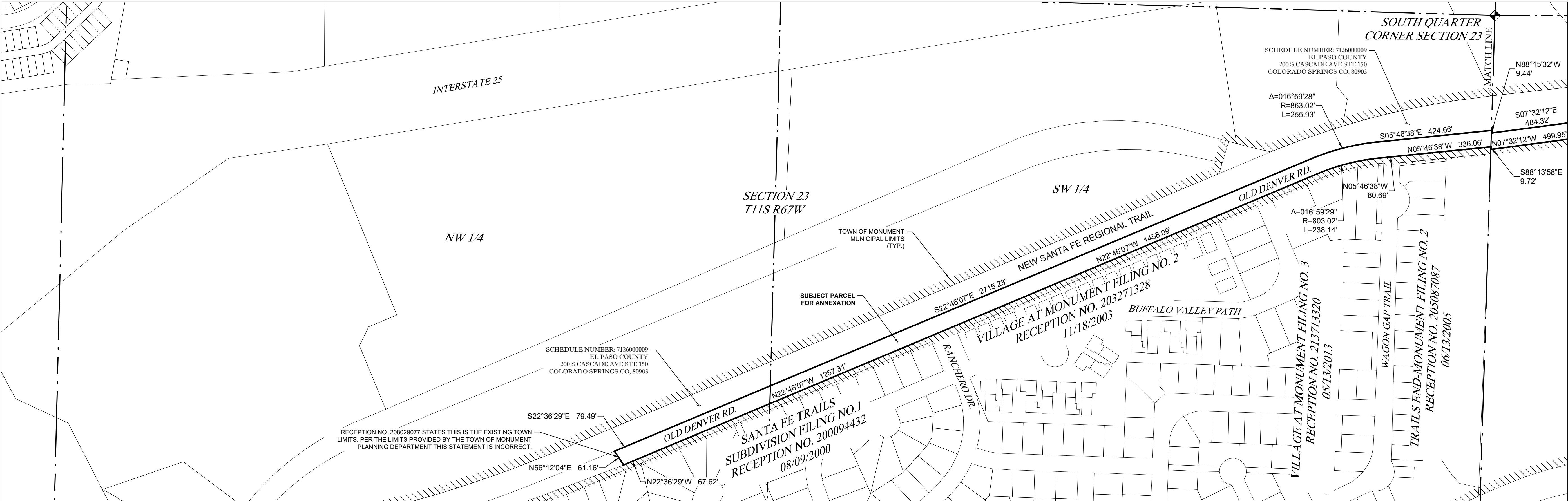
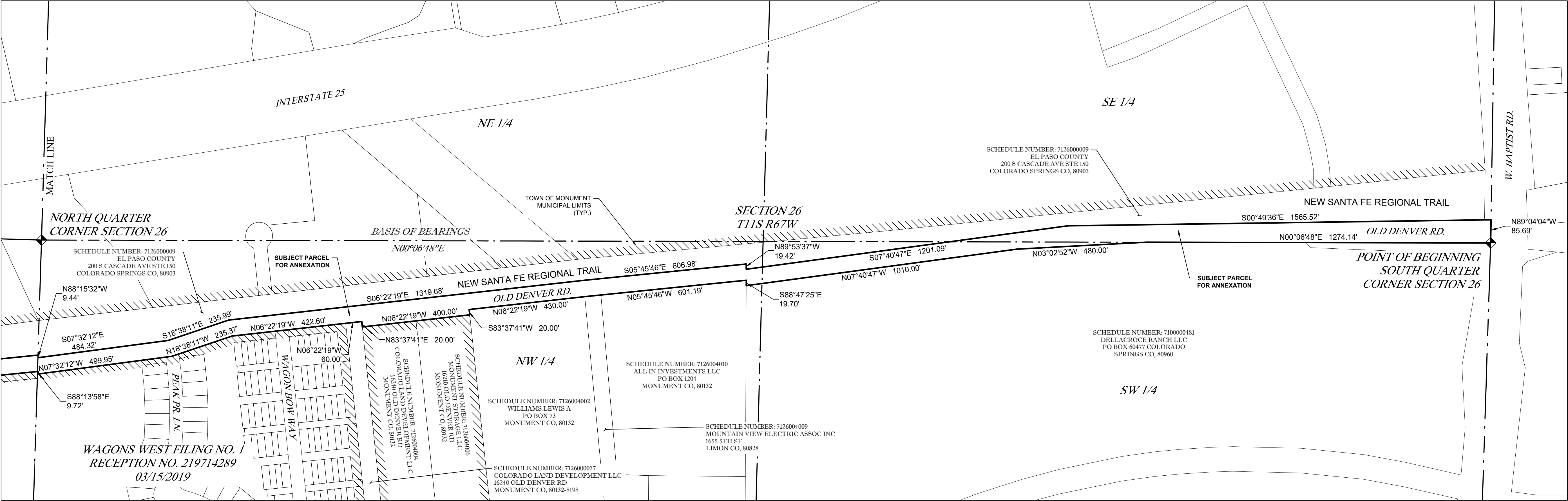
Notary Signature _____

My Commission Expires: _____

JACOBS PROJECT NO. WYKY9932		SECTIONS 23 & 26, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN TOWN OF MONUMENT, COLORADO	
CLIENT PROJECT NO. N/A		TITLE OLD DENVER ROAD ANNEXATION PLAT	
REVISION DESCRIPTION		REVISION:	
DRAWN	SRP DATE 01/31/2025 SCALE N/A	DRAWING NO. WYKY9932-01 Old Denver Road, Ex-Prop.dwg	SHEET NO. 1 OF 2
THIS MATERIAL AND ANY ASSOCIATED ELECTRONIC DATA WAS PREPARED BY JACOBS FOR THE PROJECT INDICATED. ANY REUSE OR MODIFICATION WITHOUT THE WRITTEN CONSENT OF JACOBS SHALL BE AT THE SOLE RISK OF THE USER.			

OLD DENVER ROAD
ANNEXATION PLAT

LOCATED IN SECTIONS 23 & 26, TOWNSHIP 11
SOUTH, RANGE 67 WEST OF THE SIXTH
PRINCIPAL MERIDIAN, TOWN OF MONUMENT,
COUNTY OF EL PASO, STATE OF COLORADO



LEGEND

TOWN OF MONUMENT INCORPORATED LIMITS

JACOBS PROJECT NO.	WVXY9903
CLIENT PROJECT NO.	N/A
REVISION DESCRIPTION	
DRAWN	SRP
DATE	01/01/2025
SCALE	1" = 200'
JACOBS	
6312 South Fiddlers Green Circle, Suite 200N, Greenwood Village, CO 80111	
+1 (303) 771-2900	
THIS MATERIAL AND ANY ASSOCIATED ELECTRONIC DATA WAS PREPARED BY JACOBS FOR THE PROJECT INDICATED. ANY REUSE OR MODIFICATION WITHOUT THE WRITTEN CONSENT OF JACOBS SHALL BE AT THE SOLE RISK OF THE USER.	
SECTIONS 23 & 26, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN TOWN OF MONUMENT, COLORADO	
TITLE OLD DENVER ROAD ANNEXATION PLAT	
REVISION:	DRAWING NO. WVXY9903_Old Denver Road_Annexation.dwg
SHEET NO.	2 OF 2

BARGAIN AND SALE DEED

El Paso County by and through the Board of County Commissioners of El Paso County, Colorado, a body corporate and politic and political subdivision of the State of Colorado, whose street address is 27 East Vermijo Avenue, Colorado Springs, Colorado 80903, having approved conveyance of the property for the consideration of Ten Dollars and No Cents (\$10.00) and other good and valuable consideration, in hand paid, hereby sell(s) and convey(s), to the Town of Monument, whose mailing address is P.O. Box 325, Monument, CO 80132, the following real property in the County of El Paso, State of Colorado, to wit:

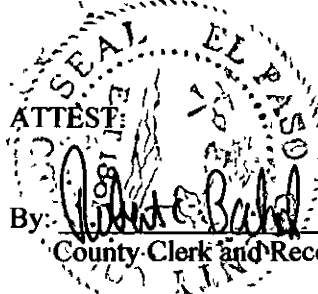
See attached Exhibits A1 and A2 and B1-B5.

The Grantor covenants that it has good right and full power to grant and convey the property.

TO HAVE AND TO HOLD unto Grantee, its successors, and assigns forever, the same, or in anywise thereunto appertaining, and all the estate, right, title, any and all interest El Paso County may own in the right-of-way of the Old Denver Highway between Baptist Road, and to a point consisting of approximately 1,285 feet north of Ranchero Drive northerly to the existing City limits of the Town of Monument, and claim whatsoever of the Grantor, either in law or in equity, to the proper use, benefit and behoof of the Grantee and its successors and assigns forever, together with all and singular appurtenances and privileges thereunto belonging, and subject to any and all easements located within its right-of-way.

By conveyance of this Bargain and Sale Deed, the Town of Monument accepts all maintenance responsibilities associated with the road, including but not limited to: maintenance, construction, snow removal, repair, drainage work, etc. El Paso County will no longer provide those services to this property.

Signed this 10th day of MARCH, 2008.



By: Robert C. Balink
County Clerk and Recorder

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

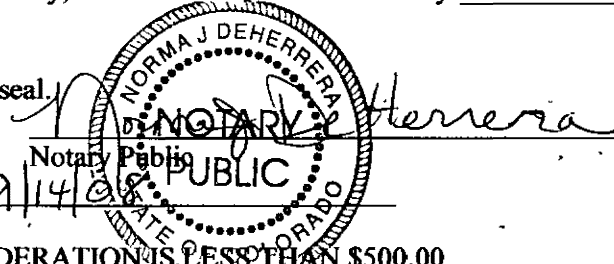
By: Dennis Hisey
Dennis Hisey, Chair

COUNTY OF EL PASO)
STATE OF COLORADO) SS.

The foregoing Bargain and Sale Deed was acknowledged before me this 10th day of MARCH, 2008, by Dennis Hisey, Chair, El Paso County by and through the Board of County Commissioners of El Paso County, Colorado and as attested to by Robert C. Balink, County Clerk and Recorder.

Witness my hand and official seal.

My Commission Expires: 9/14/08



CONSIDERATION IS LESS THAN \$500.00

ROBERT C. "BOB" BALINK El Paso County, CO
03/12/2008 11:59:43 AM
Doc \$0.00 Page
Rec \$0.00 1 of 8 208029077

EXHIBIT A-1

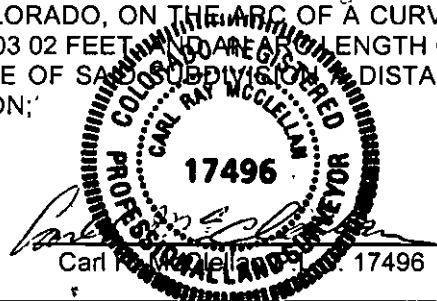
OLD DENVER HIGHWAY RIGHT-OF-WAY

SITUATE

SECTIONS 23 AND 26, TOWNSHIP 11 SOUTH, RANGE 67 WEST
OF THE 6th P M EL PASO COUNTY, COLORADO

A PARCEL OF LAND SITUATED IN SECTIONS 23 AND 26, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, MORE FULLY DESCRIBED AS FOLLOWS:

1. BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, AS MONUMENTED BY AN ALUMINUM MONUMENT SET BY P L S 4842, SAID POINT BEING THE **POINT OF BEGINNING**;
2. THENCE, ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, NORTH 00° 06'48" EAST A DISTANCE OF 1274 14 FEET;
3. THENCE NORTH 03°02'52" WEST, ALONG THE WEST LINE OF A PARCEL OF LAND AS DESCRIBED UNDER RECEPTION NUMBER 204192561 AS RECORDED IN THE RECORDS OF EL PASO COUNTY, COLORADO, A DISTANCE OF 480 00 FEET;
4. THENCE NORTH 07°40'47" WEST A DISTANCE OF 1010 00 FEET TO THE NORTHEAST CORNER OF PARCEL 2 AS SHOWN BY A LAND SURVEY PLAT AS RECORDED UNDER RECEPTION NUMBER 201900049 IN THE RECORDS OF EL PASO COUNTY, COLORADO,
5. THENCE SOUTH 88°47'25" EAST A DISTANCE OF 19.70 FEET TO THE SOUTHEAST CORNER OF THAT PARCEL OF LAND AS DESCRIBED BY EL PASO COUNTY ASSESSOR PARCEL NUMBER 7126004008;
6. THENCE NORTH 05°45'46" WEST, ALONG THE EAST LINE OF SAID PARCEL, 601 19 FEET TO THE NORTHEAST CORNER OF SAID PARCEL;
7. THENCE NORTH 06°22'19" WEST, ALONG THE EAST LINE OF THAT PARCEL OF LAND AS DESCRIBED BY EL PASO COUNTY ASSESSOR PARCEL NUMBER 7126004002, A DISTANCE OF 430 00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL;
8. THENCE SOUTH 83°37'41" WEST, ALONG THE SOUTH LINE OF WILSON'S SUBDIVISION AS RECORDED UNDER RECEPTION NUMBER 1462814 IN THE RECORDS OF EL PASO COUNTY, COLORADO, A DISTANCE OF 20 00 FEET;
9. THENCE NORTH 06°22'19" WEST A DISTANCE OF 400 00 FEET TO A POINT ON THE NORTH LINE OF SAID SUBDIVISION;
10. THENCE NORTH 83°37'41" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 20.00 FEET TO THE NORTHEAST CORNER OF SAID SUBDIVISION;
11. THENCE NORTH 06°22'19" WEST, ALONG THE EAST LINE OF THAT PARCEL OF LAND AS DESCRIBED BY EL PASO COUNTY ASSESSOR PARCEL NUMBER 7126000007, A DISTANCE OF 60 00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL;
12. THENCE NORTH 06°22'19" WEST, ALONG THE EAST LINE OF THAT PARCEL OF LAND AS DESCRIBED BY EL PASO COUNTY ASSESSOR PARCEL NUMBER 7126003001, A DISTANCE OF 422.60 FEET,
13. THENCE NORTH 18°38'11" WEST, ALONG THE EAST LINE OF SAID PARCEL, A DISTANCE OF 235.37 FEET;
14. THENCE NORTH 07°32'12" WEST, ALONG THE EAST LINE OF SAID PARCEL, A DISTANCE OF 499 95 FEET TO THE NORTHEAST CORNER OF SAID PARCEL;
15. THENCE SOUTH 88°13'58" EAST, ALONG THE SOUTH LINE OF TRAILS END - MONUMENT FILING No 2 AS RECORDED UNDER RECEPTION NUMBER 205087087 IN THE RECORDS OF EL PASO COUNTY, COLORADO, A DISTANCE OF 9.72 FEET TO THE SOUTHEAST CORNER OF SAID SUBDIVISION,
16. THENCE NORTH 05°46'38" WEST, ALONG THE EAST LINE OF SAID SUBDIVISION, A DISTANCE OF 336 06 FEET TO THE NORTHEAST CORNER OF SAID SUBDIVISION;
17. THENCE NORTH 05°46'38" WEST, ALONG THE EAST LINE OF TRAILS END - MONUMENT FILING No. 1 AS RECORDED UNDER RECEPTION NUMBER 204211316 IN THE RECORDS OF EL PASO COUNTY, COLORADO, A DISTANCE OF 80.69 FEET TO THE NORTHEAST CORNER OF SAID SUBDIVISION,
18. THENCE ALONG THE EAST LINE OF VILLAGE AT MONUMENT AS RECORDED UNDER RECEPTION NUMBER 202127262 IN THE RECORDS OF EL PASO COUNTY, COLORADO, ON THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 16°59'29", A RADIUS OF 803 02 FEET, AND AN ARC LENGTH OF 238.14 FEET;
19. THENCE NORTH 22°46'07" WEST, ALONG THE EAST LINE OF SAID SUBDIVISION, A DISTANCE OF 1458 09 FEET TO THE NORTHEAST CORNER OF SAID SUBDIVISION;



SCALE: NTS DATE: 12/11/07
DRAWING: OldDenverROW BY: RLP

EL PASO COUNTY
DEPARTMENT OF TRANSPORTATION

EXHIBIT A-2

OLD DENVER HIGHWAY RIGHT-OF-WAY

SITUATE

SECTIONS 23 AND 26, TOWNSHIP 11 SOUTH, RANGE 67 WEST
OF THE 6th P.M EL PASO COUNTY, COLORADO

- 20 THENCE NORTH 22°46'07" WEST, ALONG THE EAST LINE OF SANTE FE TRAILS SUBDIVISION FILING No. 1 AS RECORDED UNDER RECEPTION NUMBER 2000094432 IN THE RECORDS OF EL PASO COUNTY, COLORADO, A DISTANCE OF 1257 31 FEET TO THE NORTHEAST CORNER OF SAID SUBDIVISION;
- 21 THENCE NORTH 22°36'29" WEST ALONG THE EAST LINE OF PEAK VIEW RIDGE AS RECORDED UNDER RECEPTION NUMBER 98132682 IN THE RECORDS OF EL PASO COUNTY, COLORADO, A DISTANCE OF 67.62 FEET TO THE EXISTING INCORPORATED LIMITS OF THE TOWN OF MONUMENT;
- 22 THENCE NORTH 56°12'04" EAST, ALONG SAID TOWN LIMIT, A DISTANCE OF 61 16 FEET,
23. THENCE SOUTH 22°36'29" EAST A DISTANCE OF 79 49 FEET,
- 24 THENCE SOUTH 22°46'07" EAST A DISTANCE OF 2715 23 FEET,
25. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 16°59'29", A RADIUS OF 863 02 FEET, AND AN ARC LENGTH OF 255.93 FEET;
- 26 THENCE SOUTH 05°46'38" EAST A DISTANCE OF 424.66 FEET;
- 27 THENCE NORTH 88°15'32" WEST A DISTANCE OF 9 44 FEET;
28. THENCE SOUTH 07°32'12" EAST A DISTANCE OF 484.32 FEET;
- 29 THENCE SOUTH 18°38'11" EAST A DISTANCE OF 235.99 FEET;
30. THENCE SOUTH 06°22'19" EAST A DISTANCE OF 1319 68 FEET,
- 31 THENCE SOUTH 05°45'46" EAST A DISTANCE OF 606.98 FEET;
32. THENCE NORTH 89°53'37" WEST A DISTANCE OF 19.42 FEET;
- 33 THENCE SOUTH 07°40'47" EAST A DISTANCE OF 1201.09 FEET;
- 34 THENCE SOUTH 00°49'36" EAST A DISTANCE OF 1565 52 FEET;
35. THENCE NORTH 89° 04'04" WEST A DISTANCE OF 85 69 FEET TO THE **POINT OF BEGINNING.**

THE PRECEDING PARCEL OF LAND CONTAINS 564,077-SQUARE FEET OR 12 9 ACRES.

BEARINGS ARE BASED ON A LINE BETWEEN THE SOUTH QUARTER CORNER TO THE NORTH QUARTER CORNER OF SECTION 26, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE 6th P.M AS MONUMENTED AT THE SOUTH BY AN ALUMINUM MONUMENT P.L.S. 4842 AND THE NORTH BY AN ALUMINUM MONUMENT P.L.S. 23050 WHICH WAS ASSUMED TO BEAR NORTH 00°06'48" EAST.

THE INTENT OF THIS LEGAL DESCRIPTION IS TO PROVIDE FOR A PUBLIC RIGHT-OF-WAY HAVING A MINIMUM WIDTH OF 60(SIXTY) FEET



SCALE: NTS DATE: 12/11/07
DRAWING: OldDenverROW BY: RLP

EL PASO COUNTY
DEPARTMENT OF TRANSPORTATION

EXHIBIT B-1

OLD DENVER HIGHWAY RIGHT-OF-WAY

SITUATE

SECTIONS 23 AND 26, TOWNSHIP 11 SOUTH, RANGE 67 WEST
OF THE 6th P M EL PASO COUNTY, COLORADO



MATCH LINE

ADDITIONAL RIGHT-OF-WAY
RECEPTION No. 204192561

N3°02'32"W 480.00'

S7°49'36"E 1565.52'

N0°06'48"E 1274.14'

SANTE FE REGIONAL TRAIL - EL PASO COUNTY

DELLACROCE RANCH LLC
PARCEL 7100000412

POINT OF BEGINNING
SOUTHWEST CORNER OF THE SOUTHEAST QUARTER
826 7118 N87W 8th P.M.

N89°04'04"W 85.69'



SCALE: NTS DATE: 12/11/07
DRAWING: OldDenverROW BY: RLP

EL PASO COUNTY
DEPARTMENT OF TRANSPORTATION

EXHIBIT B-2

OLD DENVER HIGHWAY RIGHT-OF-WAY

SITUATE

**SECTIONS 23 AND 26, TOWNSHIP 11 SOUTH, RANGE 67 WEST
OF THE 6th P M EL PASO COUNTY, COLORADO**



PARCEL 7126004002
WILLIAMS LEWIS A

PARCEL 7126004008
GRUNDER S ROBIN

S88°47'25"E 19.70'

N89°53'37"W 19.42'

SANTE FE REGIONAL TRAIL - EL PASO COUNTY

STATION 1201.09

20.0101 M. L. 2004.11

PARCEL 2
LDC SURVEY PLAT
#201900049

PARCEL 7126002004
PHOENIX BELL ASSOC. LLP



Carl R. McClellan
Professional Land Surveyor
LS NO. 17496

SCALE: NTS DATE: 12/11/07
DRAWING: OldDenverROW BY: RLP

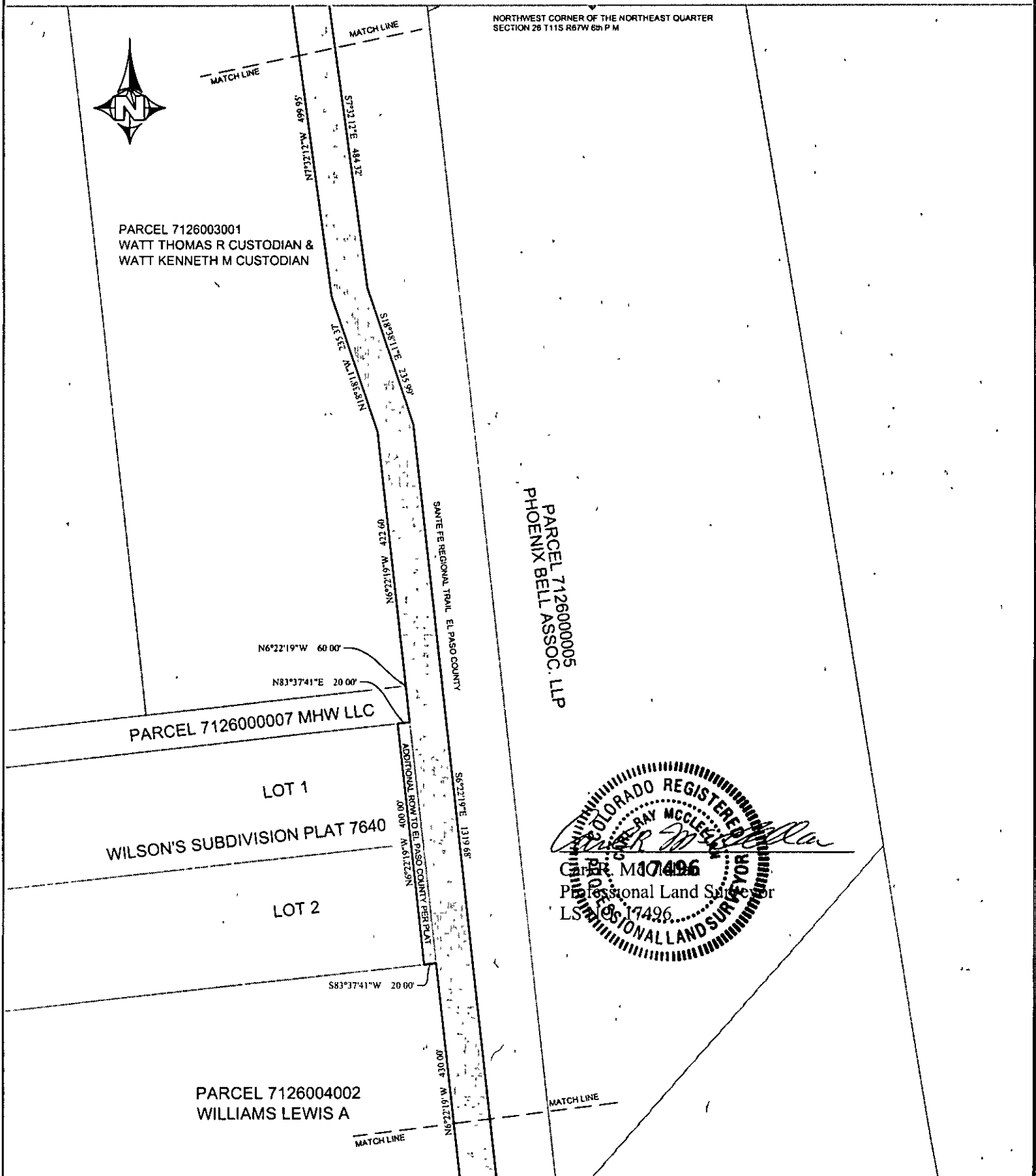
**EL PASO COUNTY
DEPARTMENT OF TRANSPORTATION**

EXHIBIT B-3

OLD DENVER HIGHWAY RIGHT-OF-WAY

SITUATE

**SECTIONS 23 AND 26, TOWNSHIP 11 SOUTH, RANGE 67 WEST
OF THE 6th P M EL PASO COUNTY, COLORADO**



SCALE: NTS DATE: 12/11/07
DRAWING: OldDenverROW BY: RLP

EL PASO COUNTY
DEPARTMENT OF TRANSPORTATION

EXHIBIT B-4

OLD DENVER HIGHWAY RIGHT-OF-WAY

SITUATE

SECTIONS 23 AND 26, TOWNSHIP 11 SOUTH, RANGE 67 WEST
OF THE 6th P M EL PASO COUNTY, COLORADO



MATCH LINE

VILLAGE AT MONUMENT
PLAT 11585

MATCH LINE

N23°40'17"W 1455.09'

VILLAGE AT MONUMENT FILING No 2

STATE REGIONAL TRAIL - EL PASO COUNTY
ADDITIONAL ROW TO TOWN OF MONUMENT PER PLAT 11233

PARCEL 712300010
PHOENIX BELL ASSOC LLP

VILLAGE AT MONUMENT
PLAT 11233

C.B.B. = N14°10'22"W
L=231.37'
R=801.37'
D=16°39'79"

C.B.B. = S16°59'29"
L=863.02'
R=955.00'-E
C.B.B. = S16°22'-E

TRAILS END - MONUMENT FILING No.1
PLAT 11893

WAGON GAP TRAIL

TRAILS END - MONUMENT FILING No 2
PLAT 12025

S88°13'58"E 9.72'

N88°15'32"W 9.44'

NORTHWEST CORNER OF THE NORTHEAST QUARTER
SECTION 26 T11S R67W 6th P.M.

MATCH LINE

MATCH LINE

S7°32'12"

56.60'

COLORADO REGISTERED
17496
Carl R. McClellan
Professional Land Surveyor
LS NO. 17496

SCALE: NTS DATE: 12/11/07
DRAWING: OldDenverROW BY: RLP

EL PASO COUNTY
DEPARTMENT OF TRANSPORTATION

EXHIBIT B-5

OLD DENVER HIGHWAY RIGHT-OF-WAY

SITUATE

**SECTIONS 23 AND 26, TOWNSHIP 11 SOUTH, RANGE 67 WEST
OF THE 6th P.M. EL PASO COUNTY, COLORADO**

TOWN OF MONUMENT LIMITS

PHOENIX BELL ASSOC. LLP
PARCEL 7123000008

SANTE FE REGIONAL TRAIL - EL PASO COUNTY

PARCEL 7123000009
PHOENIX BELL ASSOC. LLP

SANTE FE TRAILS SUB FILING No 1
PLAT 10646

ADDITIONAL ROW TO TOWN OF MONUMENT PER PLAT

VILLAGE AT MON
PLAT 11585



SCALE: NTS DATE: 12/11/07
DRAWING: OldDenverROW BY: RLP

**EL PASO COUNTY
DEPARTMENT OF TRANSPORTATION**

