MONUMENT TOWN COUNCIL
REGULAR MEETING AGENDA
MONDAY, APRIL 21, 2025 – 6:30 PM

Monument Town Hall - Council Chambers
645 Beacon Lite Road - Monument, CO 80132
Participate Via Microsoft Teams
Participate Via Telephone: 719-300-6099 ID: 307 672 609#
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 21, 2025

b. Meeting Minutes - April 7, 2025

c. Invoices Over $25K

4. Proclamations:

a. National Small Business Week - *(Brandon Eldridge, Pikes Peak Small Business Development Center)*

b. Child Abuse Prevention Month - *(Paul Myers-Bennett, El Paso County Dept. of Human Services)*

c. Arbor Day - *(Cassie Olgren)*

5. Presentations:

a. Employee Survey Results - *(Emily Trujillo)*

6. Triview Promontory Pointe Water Tank Facility Expansion:

a. 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 to P- Public For Triview Metropolitan District Promontory Pointe Water Tank Facility - *(Dan Ungerleider)*

b. Resolution No. 22-2025 - A Resolution Approving a Final Plat for Triview Utility Subdivision - *(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. 08-2025 - An Ordinance Repealing and Readopting Title 2 of the Monument Municipal Code - *(Town Attorney)*

8. Resolutions:

a. Resolution No. 25-2025 - A Resolution Initiating Annexation Proceedings For Certain Property To Be Known As The Old Denver Road Annexation And Finding The Petition For Annexation No. 24-2025 To Be In Substantial Compliance With Section 31-12-107, C.R.S. - *(Dan Ungerleider)*

b. Resolution No. 27-2025 - A Resolution Approving an Amendment to the IGA Establishing the Loop Water Authority - *(Thomas Tharnish)*

9. Discussion Items:

a. Draft Financial Policies - *(Jennifer Phillips)*

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 April 7, 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 Sana Abbott Councilmember Jim Romanello	Madeline VanDenHoek, Interim Town Manager Sylvia Simpson, Deputy Clerk Patrick Regan, Police Chief Bob Cole, Town Attorney Rebecca Zisch, Town Attorney Will Williams, Director of IT Thomas Tharnish, Director of Public Works Jennifer Phillips, Director of Finance Laura Hogan, Director of Administration Dan Ungerleider, Director of Planning Emily Trujillo, HR Manager
ATTENDED REMOTELY:	
ABSENT WITH PRIOR NOTICE:	
ABSENT WITHOUT PRIOR NOTICE:	

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

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 Approving an Agreement with Accessibility Consulting Partners, Inc., for Consultant Services to Conduct an Americans With Disability Self-Evaluation and Transition Plan.
    Mayor Pro Tem King moved to modify the agenda and postpone Resolution No. 22-2025, Ordinance No. 07-2025, Resolution No. 23-2025 t to April 21, 2025. Per applicant's request. Councilmember Fiorito made the motion to approve the consent agenda as modified. Councilmember Romanello seconded the motion. Roll call vote was taken, and the motion passed 7 to 0.

4. **Executive Session:**
    a. Councilmember Kronick moved to enter 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

DRAFT

notified of and consented to the executive session. Councilmember Fiorito seconded the motion. Roll call vote was taken and the motion passed 7 to 0.

b. Councilmember Kronick moved to enter 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.

c. Councilmember Kronick moved to enter 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. Mayor Pro Tem King seconded the motion. Roll call vote was taken and the motion passed 7 to 0.

- The Council entered executive session at 6:40 pm.
- The Council concluded executive session at 9:00 pm.
- The Council resumed the regular meeting at 9:06 pm.

5. **Action Item(s)**

a. Councilmember Kimple makes motion to move both candidates forward. Councilmember Romanello seconded the motion. Roll call vote was taken and motion passed 7 to 0. Mayor LaKind announced the candidates Madeline VanDenHoek and Sylvia Simpson.

6. **Ordinance(s):**

a. Ordinance No. 06-2025 – An Ordinance Amending 18.03.110 of the Monument Municipal Code to Reference the Approved Official Zoning Map By a Date Certain. Ungerleider presented Ordinance No. 06-2025 as included in the council packet. LaKind opened the public hearing, none were received. LaKind closed the public hearing. Councilmember Romanello moved to approve Ordinance No. 06-2025. Councilmember Kronick seconded the motion. Roll call vote was taken, and the motion passed 7 to 0.

7. **Resolution(s):**

a. Resolution No. 20-2025 – A Resolution Approving an Amendment to the IGA Establishing the Loop Water Authority. Tharnish presented Resolution No. 20-2025 as included in the council packet. Councilmember Romanello moved to approve Resolution No. 20-2025. Mayor Pro Tem seconded the motion. Roll call vote was taken, and the motion failed 2 to 5.

b. Resolution No.21-2025 – A Resolution Authorizing and Agreement with GovOS for Consultant Services to Business Tax Renewal Software and Maintenance Services. Laurie Young presented Resolution No. 21-2025 as included in the council packet. Councilmember Fiorito moved to approve Resolution No. 21-2025. Councilmember Abbott seconded the motion. Roll call vote was taken, and the motion passed 7 to 0.

c. Resolution No. 24-2025 – A Resolution Authorizing Filing of a Petition for Annexation of Old Denver Road. VanDenHoek presented Resolution No. 24-2025 as included in the council packet. Councilmember Kronick moved to approve Resolution No. 24-2025. Councilmember Abbott seconded the motion. Roll call vote was taken, and the motion passed 7 to 0.

DRAFT

8. **Discussion Item(s):**
    a. Silver Key Active Adult Center. Requesting new location and assistance from Town. No present solutions. Need further information.

9. **Public Comment for Items Not on the Agenda:**
    a. No comments.

10. **Future Agenda Item Authorization(s):**
    a. No comments.

11. **Council Comment(s):**
    a. Mayor LaKind asked about how soon CivicPlus can start live, VanDenHoek stated Town Clerk will implement April 21, 2025.

12. **Adjournment:**
    a. LaKind moved to adjourn the meeting, the motion passed unanimously, the meeting was adjourned at 9:54 pm.

Respectfully Submitted,

_____

Sylvia Simpson, Deputy Town Clerk

DRAFT

MEMORANDUM

TO: The Mayor and Town Council
FROM: Jennifer Phillips, Finance Director
DATE: April 21, 2025
RE: Approving payment to Veregy West, LLC for the acquisition, delivery and installation of energy efficiency equipment in the amount of $88,200.57 and $187,053.10.

BACKGROUND:

On December 16, 2024, the Town Council approved Resolution No. 63-2024 - Approving an Energy Performance Contract with Veregy West, LLC for the total amount $1,337,181. This project is funded with $250,000 local match from the General Fund, $500,000 State of Colorado grant funds through the Department of Local Affairs (DOLA), and $605,000 loan.

Veregy West, LLC has submitted the first two invoices for work completed on this project for a total amount of $275,253.67.

The Adopted 2025 includes the $250,000 local match expense. The DOLA grant revenue will be added to the 2025 Amended budget and the $605,000 loan has been secured and can be drawn upon for payments.

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER:
Town of Monument
645 Beacon Lite Rd.
Monument, CO 80132

PROJECT: Town of Monument
Energy Project
Various Locations

APPLICATION NO 2

Distribution to:

[X] OWNER

PO # 0

[ ] ARCHITECT

PERIOD TO: 3/20/2025-3/31/2025

[ ] CONTRACTOR

[ ]

FROM CONTRACTOR:
Veregy West, LLC.
3312 East Broadway
Phoenix, AZ 85040

VIA ARCHITECT: n/a

PROJECT NOS: 71-24-006

CONTRACT FOR: 0

CONTRACT DATE 12/24/24

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM			$ 1,321,726.00
2. APPROVED CHANGE ORDERS			$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)			$ 1,321,726.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)			$ 289,740.70
5. RETAINAGE:			
a. 5 % of Completed Work (Column D + E on G703)	$ 14,487.04		
b. % of Stored Material (Column F on G703)	$ 0.00		
Total Retainage (Lines 5a + 5b or Total in Column I of G703)			$ 14,487.04
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)			$ 275,253.67
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)			$ 88,200.57
8. CURRENT PAYMENT DUE			$ 187,053.10
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)			$ 1,046,472.34

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	$0.00	$0.00
NET CHANGES by Change Order	$0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due

CONTRACTOR:

Tim Gilchrist (Veregy)

Digitally signed by Tim Gilchrist (Veregy)
DN: C=US, E=tgilchrist@veregy.com, O=Veregy, OU=Operations, CN=Tim Gilchrist (Veregy)
Date: 2025.04.07 14:08:39-06'00'

By: _____ Date: _____

State of: Arizona County of: Maricopa
Subscribed and sworn to before me this _____ day of _____, 20____.
Notary Public:
My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED . . . . . $ 187,053.10

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount certified.)

~~ARCHITECT:~~ CUSTOMER:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract

CONTINUATION SHEET

SITE BREAKDOWN SHEETS

APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 2
APPLICATION DATE: 03/25/25
PERIOD TO: 3/20/2025-3/31/2025
ARCHITECT'S PROJECT NO: n/a
CUSTOMER PO #: 0

A	B	C		E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
1	**Town of Monument**	$ 821,726.00	$ 92,842.70	$ 149,448.00	$ -	$ 242,290.70		$ 579,435.30	$ 12,114.54
2	Misc (as described below)	$ -	$ -	$ -		-			
3	Field Supervision	$ 112,333.00	$ -	$ -		-	0%	$ 112,333.00	$ -
4	Project Management & Administration	$ 84,575.00	$ -	$ 25,000.00		25,000.00	30%	$ 59,575.00	$ 1,250.00
5	Bonds	$ 13,218.00	$ 5,000.00	$ 8,218.00		13,218.00	100%		$ 660.90
6	Contract Docs (External)	$ 26,413.00	$ 10,000.00	$ 16,413.00		26,413.00	100%		$ 1,320.65
7	Contract Docs (Internal)	$ 17,301.00	$ 10,000.00	$ 7,301.00		17,301.00	100%		$ 865.05
8	Project Development Costs	$ 79,500.00	$ -	$ 79,500.00		79,500.00	100%		$ 3,975.00
9	Internal Engineering	$ 33,016.00	$ 20,000.00	$ 13,016.00		33,016.00	100%		$ 1,650.80
10	Lighting - LED	$ 42,169.30	$ -	$ -		-	0%	$ 42,169.30	$ -
11	Orchestrate - Wireless HVAC Controls	$ 133,565.00	$ -	$ -		-	0%	$ 133,565.00	$ -
12	Orchestrate - Energy Tracer	$ 4,712.00	$ -	$ -		-	0%	$ 4,712.00	$ -
13	Building Envelope - Exterior Sealing/Door Sweeps	$ 28,305.00	$ -	$ -		-	0%	$ 28,305.00	$ -
14	Solar - Rooftop Photovoltaic	$ 47,842.70	$ 47,842.70	$ -		47,842.70	100%		$ 2,392.14
15	HVAC - VVT Systems	$ 121,149.00	$ -	$ -		-	0%	$ 121,149.00	$ -
16	HVAC - Packaged Unit Upgrades	$ 56,743.00	$ -	$ -		-	0%	$ 56,743.00	$ -
17	Orchestrate - Facility Management	$ 20,884.00	$ -	$ -		-	0%	$ 20,884.00	$ -
18		$ -	$ -	$ -		-			$ -
19	**DOLA**	$ 500,000.00	$ -	$ 47,450.00	$ -	$ 47,450.00		$ 452,550.00	$ 2,372.50
20		$ -	$ -	$ -		-			$ -
21	Solar - Rooftop Photovoltaic	$ 434,851.30	$ -	$ -		-	0%	$ 434,851.30	$ -
22	Lighting - LED	$ 17,698.70	$ -	$ -		-	0%	$ 17,698.70	$ -
23	HVAC - Packaged Unit Upgrades	$ 47,450.00	$ -	$ 47,450.00		47,450.00	100%		$ 2,372.50
									$ -
		$ 1,321,726.00	$ 92,842.70	$ 196,898.00	$ -	$ 289,740.70	22%	$ 1,031,985.30	$ 14,487.04

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER:
Town of Monument
645 Beacon Lite Rd.
Monument, CO 80132

PROJECT: Town of Monument
Energy Project
Various Locations

APPLICATION NO: 1

Distribution to:
[X] OWNER
[ ] ARCHITECT
[ ] CONTRACTOR
[ ]

PO # 0

PERIOD TO: 12/1/2024-12/31/2024

FROM CONTRACTOR:
Veregy West, LLC.
3312 East Broadway
Phoenix, AZ 85040

VIA ARCHITECT: n/a

PROJECT NOS: 71-24-006

CONTRACT FOR: 0

CONTRACT DATE: 12/24/24

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM			$ 1,321,726.00
2. APPROVED CHANGE ORDERS			$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)			$ 1,321,726.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)			$ 92,842.70
5. RETAINAGE:			
a. 5 % of Completed Work (Column D + E on G703)	$ 4,642.14		
b. % of Stored Material (Column F on G703)	$ 0.00		
Total Retainage (Lines 5a + 5b or Total in Column I of G703)			$ 4,642.14
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)			$ 88,200.57
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)			$ 0.00
8. CURRENT PAYMENT DUE			$ 88,200.57
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$	1,233,525.44

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	$0.00	$0.00
NET CHANGES by Change Order	$0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: Tim Gilchrist (Veregy) Digitally signed by Tim Gilchrist (Veregy) DN: C=US, E=tgilchrist@veregy.com, O=Veregy, OU=Operations, CN=Tim Gilchrist (Veregy) Date: 2024.12.31 13:46:14-07'00' Date:

State of: Arizona County of: Maricopa
Subscribed and sworn to before me this _____ day of _____, 20____.
Notary Public:
My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED . . . . . $ 88,200.57

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount certified.)
~~ARCHITECT:~~ CUSTOMER:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

SITE BREAKDOWN SHEETS

APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 1
APPLICATION DATE: 12/25/24
PERIOD TO: 12/1/2024-12/31/2024
ARCHITECT'S PROJECT NO: n/a
CUSTOMER PO #: 0

A	B	C		E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
1	**Town of Monument**	$ 1,321,726.00	$ -	$ 92,842.70	$ -	$ 92,842.70		$ 1,228,883.30	$ 4,642.14
2	Misc (as described below)	$ -		$ -		-			
3	Field Supervision	$ 112,333.00	$ -	$ -		-	0%	$ 112,333.00	$ -
4	Project Management & Administration	$ 84,575.00	$ -	$ -		-	0%	$ 84,575.00	$ -
5	Bonds	$ 13,218.00		$ 5,000.00		5,000.00	38%	$ 8,218.00	$ 250.00
6	Contract Docs (External)	$ 26,413.00	$ -	$ 10,000.00		10,000.00	38%	$ 16,413.00	$ 500.00
7	Contract Docs (Internal)	$ 17,301.00	$ -	$ 10,000.00		10,000.00	58%	$ 7,301.00	$ 500.00
8	Project Development Costs	$ 79,500.00	$ -	$ -		-	0%	$ 79,500.00	$ -
9	Internal Engineering	$ 33,016.00	$ -	$ 20,000.00		20,000.00	61%	$ 13,016.00	$ 1,000.00
10	Lighting - LED	$ 59,868.00	$ -	$ -		-	0%	$ 59,868.00	$ -
11	Orchestrate - Wireless HVAC Controls	$ 133,565.00	$ -	$ -		-	0%	$ 133,565.00	$ -
12	Orchestrate - Energy Tracer	$ 4,712.00	$ -	$ -		-	0%	$ 4,712.00	$ -
13	Building Envelope - Exterior Sealing/Door Sweeps	$ 28,305.00		$ -		-	0%	$ 28,305.00	$ -
14	Solar - Rooftop Photovoltaic	$ 482,694.00	$ -	$ 47,842.70		47,842.70	10%	$ 434,851.30	$ 2,392.14
15	HVAC - VVT Systems	$ 121,149.00		$ -		-	0%	$ 121,149.00	$ -
16	HVAC - Packaged Unit Upgrades	$ 104,193.00	$ -	$ -		-	0%	$ 104,193.00	$ -
17	Orchestrate - Facility Management	$ 20,884.00	$ -	$ -		-	0%	$ 20,884.00	$ -
18		$ -		$ -		-			$ -
		$ 1,321,726.00	$ -	$ 92,842.70	$ -	$ 92,842.70	7%	$ 1,228,883.30	$ 4,642.14

Proclamation to Recognize May5th – May 9th as National Small Business Week

WHEREAS, National Small Business Week recognizes the many contributions of America's entrepreneurs and small business owners who create opportunities for families, workers, and neighbors and drive local and national economic growth; and

WHEREAS, small businesses are the backbone of the economy and the guardians of the free market, representing 98.7% of all businesses in the Pikes Peak region and providing nearly half of the area's employment opportunities; and

WHEREAS, the Pikes Peak Small Business Development Center (SBDC) exists to help existing and new businesses grow and prosper by providing free one-on-one consulting, low-cost educational seminars, and events to support business success in Monument and the surrounding areas; and

WHEREAS, the Better Business Bureau of Southern Colorado (BBB) has worked to advance marketplace trust by setting ethical business standards, providing consumer education and business resources, and supporting local enterprises; and

WHEREAS, the Colorado Springs Chamber & Economic Development Corporation (CSCEDC) is a community organization built and infused by business leaders, with a mission to achieve economic prosperity for our region; and

WHEREAS, the Tri-Lakes Chamber of Commerce & Economic Development Corporation is dedicated to supporting small businesses in the Monument area through business advocacy, networking opportunities, workforce development, and business resources; and

WHEREAS, small businesses in Monument and throughout the region continue to face economic uncertainties, workforce challenges, and supply chain disruptions, yet persist through innovation, resilience, and determination; and

WHEREAS, without the individuals who take risks to start and sustain small businesses, and without the local resources dedicated to supporting their growth, a significant portion of our town's and nation's economy would be diminished and unable to function; and

WHEREAS, the SBDC, the BBB, and the CSCEDC are hosting, for the 17th year, special events from May 5th through May 9th throughout the region, giving business owners an opportunity to learn more about topics of business marketing, evolution, and purpose through workshops and the Small Business Week Awards Celebration; and

WHEREAS, the *Small Business Week of the Pikes Peak Region* continues to be the largest celebration of small businesses throughout Colorado and one of the most significant in the United States;

NOW, THEREFORE, the Monument Town Council hereby proclaims May 5th through May 9th, 2025, as National Small Business Week.

PROCLAIMED THIS 21st day of April 2025.

Attest: Town of Monument

_____ _____

Tina Erickson, Town Clerk Mitch LaKind, Mayor

Proclamation Recognizing Child Abuse Prevention Month

WHEREAS, every child in our community deserves to be valued, nurtured, and protected so they can grow into healthy, thriving individuals, and every child is entitled to feel safe, secure, and loved; and

WHEREAS, child abuse and neglect are serious issues affecting every segment of our community, with long-term psychological, emotional, and physical effects that can shape a child's future and, in turn, the future of our county and state; and

WHEREAS, strong families are the foundation of a strong community, and all parents and caregivers need support at times, as providing early help to families is far less costly—both financially and emotionally—than healing from trauma after it occurs; and

WHEREAS, we can prevent child abuse and neglect by working together to strengthen the five protective factors in families' lives: parental resilience, social connections, concrete support in times of need, knowledge of parenting and child development, and social and emotional competence in children; and

WHEREAS, child abuse prevention is not the responsibility of a single agency but of an entire community, including human service agencies, public health organizations, schools, faith groups, law enforcement, the medical community, businesses, nonprofits, and, most importantly, caring individuals who take the time to support children and families; and

WHEREAS, community leaders, policymakers, and elected officials play a unique role in building a safe community for children by understanding the programs and policies that support child maltreatment prevention, listening to parents' needs, and shaping community planning through this lens to build healthier communities; and

WHEREAS, by fostering a culture where every child is cherished, every family is supported, and every adult recognizes their role in preventing child abuse, we can create a safer, stronger, and more compassionate community; and

WHEREAS, everyone has the power to contribute to a brighter future for children, whether by lending a helping hand to a parent, advocating for strong family policies, or simply being a trusted adult in a child's life.

NOW, THEREFORE, the Monument Town Council hereby proclaims April as Child Abuse Prevention Month in Monument. No matter where we live, we each have a role to play in protecting children, strengthening families, and ensuring our community is a place where all children can thrive.

PROCLAIMED THIS 21st day of April 2025.

Attest: Town of Monument

_____ _____

Tina Erickson, Town Clerk Mitch LaKind, Mayor

Proclamation to Mark April 25th, 2025, as Arbor Day

WHEREAS, In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, the holiday called Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs and moderate temperature, clean the air, produce oxygen and provide habitat for wildlife; and

WHEREAS, trees in our Town increase property values, enhance the economic vitality of business areas and beautify our community; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal.

NOW, THEREFORE, the Town of Monument Board of Trustees, hereby proclaims April 25th, 2025, as Arbor Day in the Town of Monument, and encourages all residents to support efforts to protect our trees and our woodlands.

PROCLAIMED this 21st day of April, 2025.

TOWN OF MONUMENT

_____
Mitch LaKind, Mayor

ATTEST:

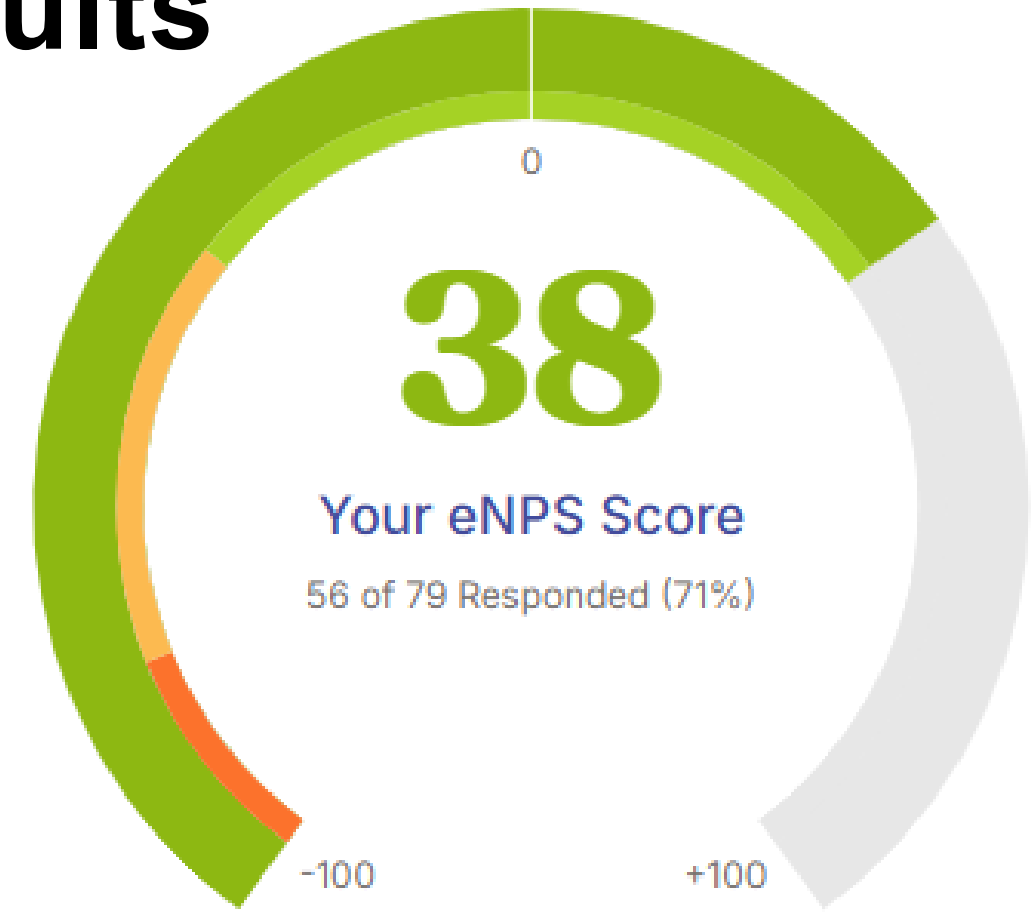
_____
Tina Erickson, Town Clerk

Employee Satisfaction Survey

Results March 2025

thank you

Survey Results



- Promoters: 30
- Neutral: 17
- Detractors: 9

Positive Workplace & Community Atmosphere

Employee Support & Management Appreciation

Work Culture & Flexibility

Leadership Quality & Improvement

Progress & Future Outlook

Key Point	Promoters	Neutrals	Detractors
Positive Workplace & Community Atmosphere	16	3	2
Employee Support & Management Appreciation	12	2	0
Work Culture & Flexibility	9	1	0
Leadership Quality & Improvement	9	1	0
Progress & Future Outlook	5	1	2

Survey Details - Wins

Survey Details - Wins

- Great environment to work
- Great, helpful colleagues
- Community
- Communication, levels of transparency
- Care, feeling valued and supported from management and staff
- Improvement in work – life balance
- Supportive, strong leadership
- Optimistic outlook for the future
- Sense of teamwork, trust and commitment

Leadership & Management Concerns

Workplace Issues & Living Conditions

Key Point	Promoters	Neutrals	Detractors
Leadership & Management Concerns	5	5	8
Workplace Issues & Living Conditions	3	8	5

Survey Details - Opportunities

Survey Details - Opportunities

- Growth opportunities
- Communication
- Consistency
- Compensation/Cost of living
- Healthcare costs

Actions

Compensation

- Results are around the corner

Communication

- Active listening
- Provide and be open to feedback
- Clear and Concise messaging
- Ask questions
- Follow up

Performance Evaluation updates

- One platform, no longer 2 different softwares being used

Benefits Evaluation

- Will assess current healthcare options provided

Thank you

Reach directly out to Madeline or Emily with any questions or suggestions

TOWN OF MONUMENT
645 Beacon Lite Road
Monument, CO 80132

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

MEMORANDUM

TO: The Honorable Mayor and Town Council
Madeline VanDenHoek, Interim Town Manager
FROM: Dan Ungerleider, AICP, Director of Planning
DATE: April 21, 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).

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 POINT PHASE 3 AND A REZONE OF 1.1 ACRES FROM PLANNED UNIT DEVELOPMENT TO P- PUBLIC FOR TRIVIEW METROPOLITAN DISTRICT PROMONENTORY 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 21st 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 ARERELATIVE 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 CORNERTHEREOF; THENCE LEAVING SAID NORTHERLY LINE RUN N00°00'00"E, ON THE NORTHERLY EXTENSION OF THEWESTERLY LINE OF SAID TRACT, 81.88 FEET; THENCE N90°00'00"E, 177.15 FEET TO A POINT ON SAID EASTERLYLINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; THENCE S00°08'13"E, 81.88 FEET TO THEPOINT 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 SAIDSOUTHEAST QUARTER OF THE NORTHWEST QUARTER; THENCE S00°08'13"E ALONG THE NORTH-SOUTHCENTERLINE OF SAID SECTION 30, 586.93 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S00°08'13"EALONG AFOREMENTIONED COURSE, 269.50 FEET; THENCE N90°00'00"W, 26.00 FEET; THENCE N82°08'48"W, 43.91FEET; 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, ADISTANCE 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;

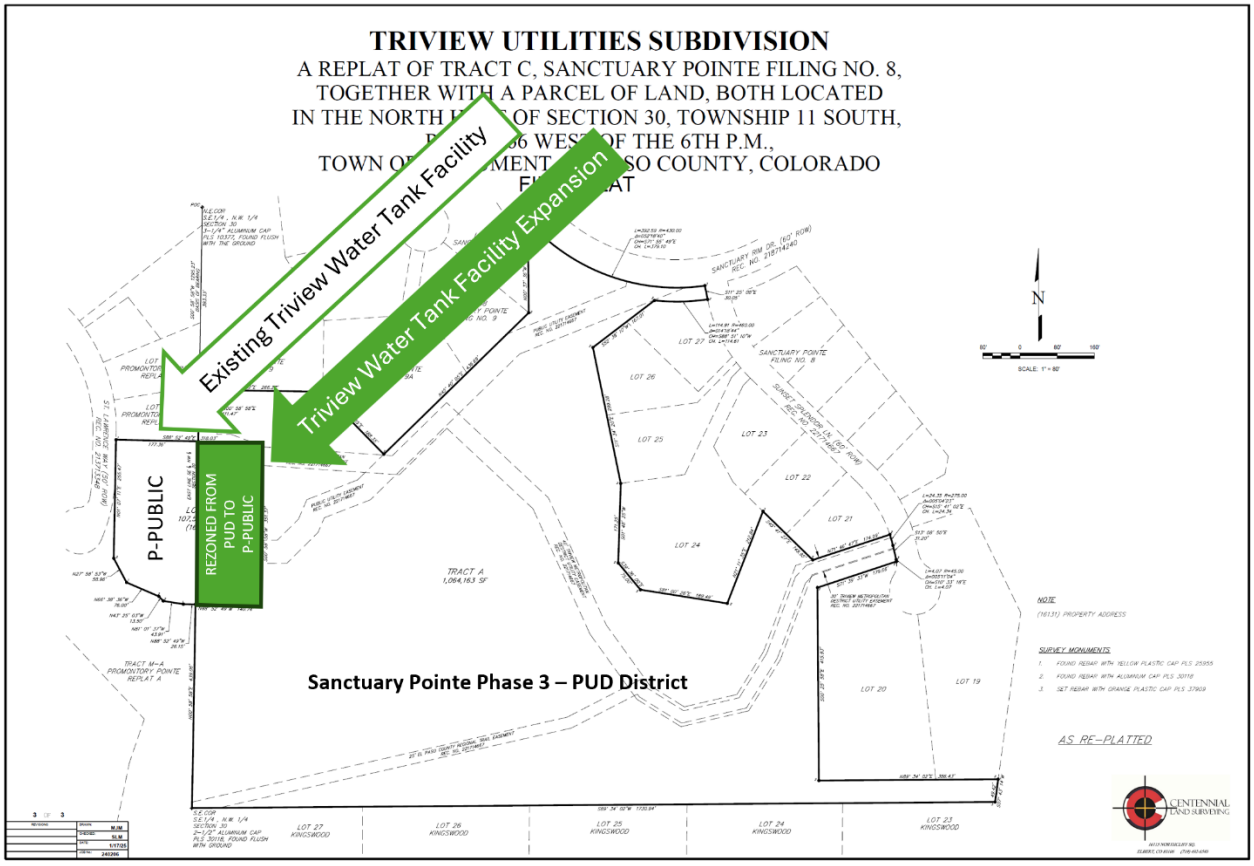
25. N00 58'58"E, ALONG THE COMMON LINE OF SAID TRACT M-A AND TRACT C AND BEING THE EAST LINE N00°58'58"E, ALONG THE COMMON LINE OF SAID TRACT M-A AND TRACT C AND BEING THE EAST LINEOF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 30, A DISTANCE OF 439.06 FEET;

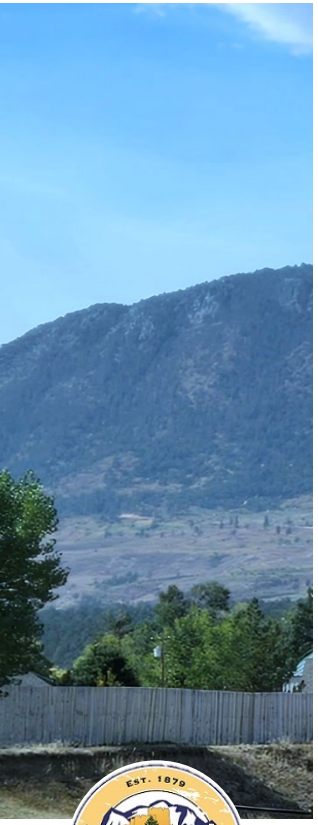
THENCE ALONG THE SUBDIVISION BOUNDARY OF SAID PROMONTORY POINTE REPLAT A, THE FOLLOWING EIGHT (8) COURSES:

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 111.47FEET TO THE POINT OF BEGINNING.

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

EXHIBIT B - REZONING FROM PUD TO P-PUBLIC

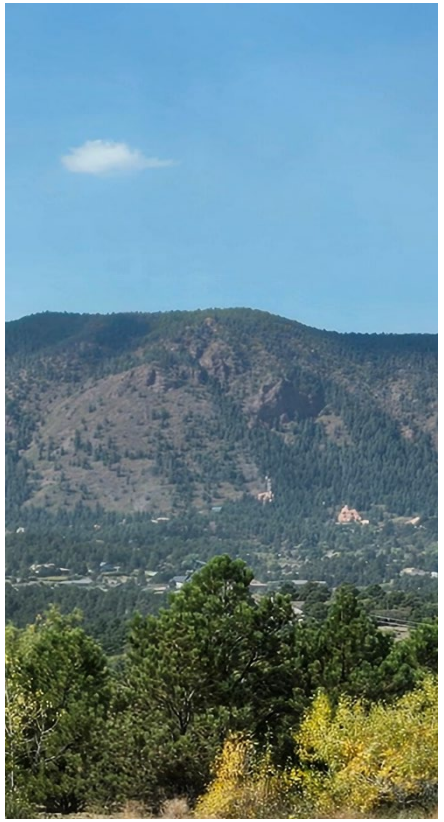




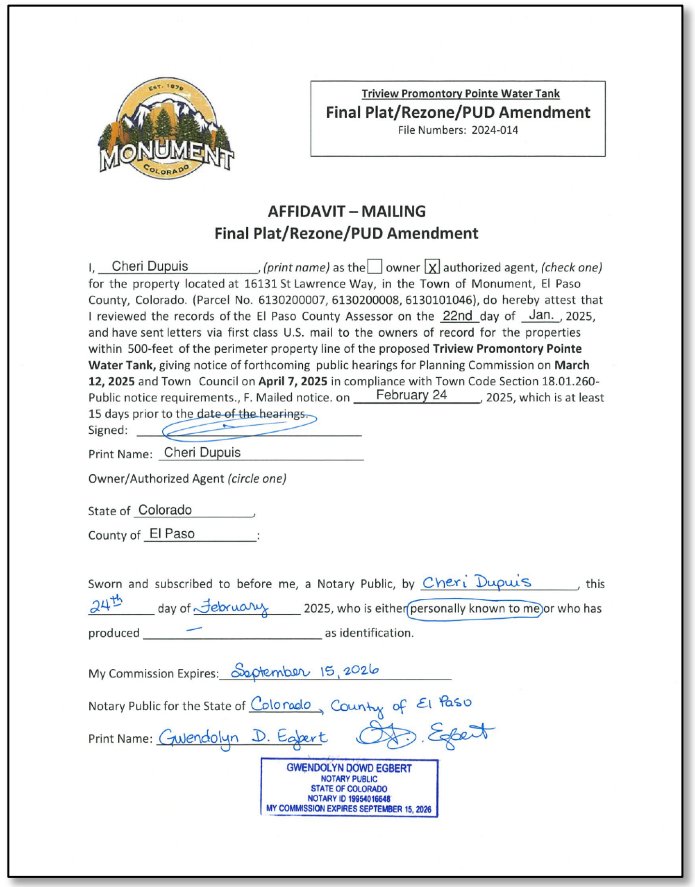
Triview Promontory Pointe Water Tank Facility

Staff Presentation

Town Council Public Hearing – 4/21/2025



PUBLIC HEARING



Triview Promontory Pointe Water Tank
Final Plat/Rezone/PUD Amendment
File Numbers: 2024-014

AFFIDAVIT – MAILING
Final Plat/Rezone/PUD Amendment

I, Cheri Dupuis, *(print name)* as the ☐ owner ☒ authorized agent, *(check one)* for the property located at 16131 St Lawrence Way, in the Town of Monument, El Paso County, Colorado. (Parcel No. 6130200007, 6130200008, 6130101046), do hereby attest that I reviewed the records of the El Paso County Assessor on the 22nd day of Jan., 2025, and have sent letters via first class U.S. mail to the owners of record for the properties within 500-feet of the perimeter property line of the proposed **Triview Promontory Pointe Water Tank,** giving notice of forthcoming public hearings for Planning Commission on **March 12, 2025** and Town Council on **April 7, 2025** in compliance with Town Code Section 18.01.260-Public notice requirements., F. Mailed notice. on February 24, 2025, which is at least 15 days prior to the date of the hearings.

Signed: _____

Print Name: Cheri Dupuis

Owner/Authorized Agent *(circle one)*

State of Colorado,

County of El Paso:

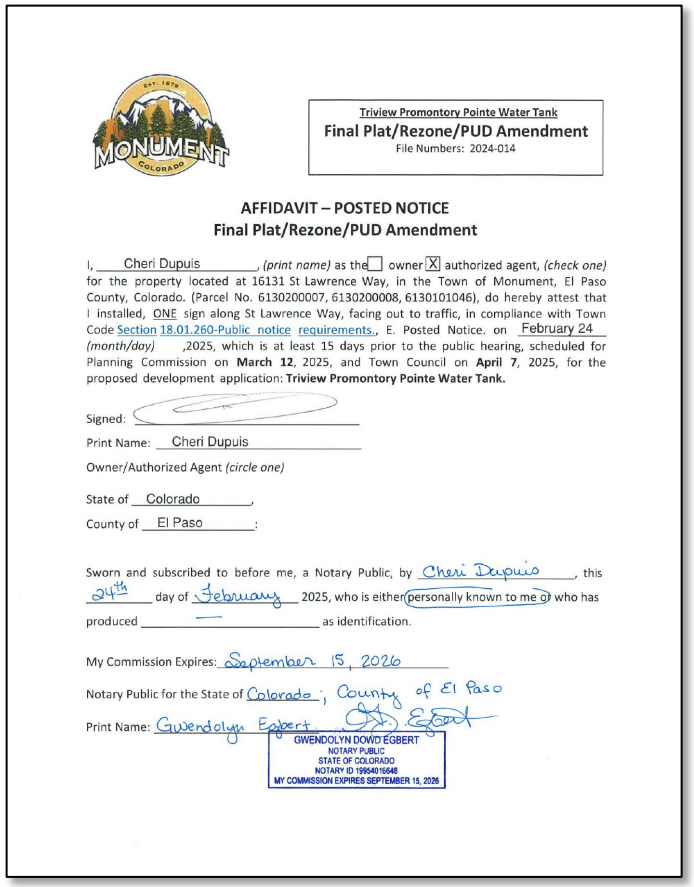
Sworn and subscribed to before me, a Notary Public, by Cheri Dupuis, this 24th day of February 2025, who is either personally known to me or who has produced _____ as identification.

My Commission Expires: September 15, 2026

Notary Public for the State of Colorado, County of El Paso

Print Name: Gwendolyn D. Egbert

GWENDOLYN DOWD EGBERT
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19954016648
MY COMMISSION EXPIRES SEPTEMBER 15, 2026



Triview Promontory Pointe Water Tank
Final Plat/Rezone/PUD Amendment
File Numbers: 2024-014

AFFIDAVIT – POSTED NOTICE
Final Plat/Rezone/PUD Amendment

I, Cheri Dupuis, *(print name)* as the ☐ owner ☒ authorized agent, *(check one)* for the property located at 16131 St Lawrence Way, in the Town of Monument, El Paso County, Colorado. (Parcel No. 6130200007, 6130200008, 6130101046), do hereby attest that I installed, ONE sign along St Lawrence Way, facing out to traffic, in compliance with Town Code Section 18.01.260-Public notice requirements., E. Posted Notice. on February 24 *(month/day)* ,2025, which is at least 15 days prior to the public hearing, scheduled for Planning Commission on **March 12**, 2025, and Town Council on **April 7**, 2025, for the proposed development application: **Triview Promontory Pointe Water Tank.**

Signed: _____

Print Name: Cheri Dupuis

Owner/Authorized Agent *(circle one)*

State of Colorado,

County of El Paso:

Sworn and subscribed to before me, a Notary Public, by Cheri Dupuis, this 24th day of February 2025, who is either personally known to me or who has produced _____ as identification.

My Commission Expires: September 15, 2026

Notary Public for the State of Colorado, County of El Paso

Print Name: Gwendolyn Egbert

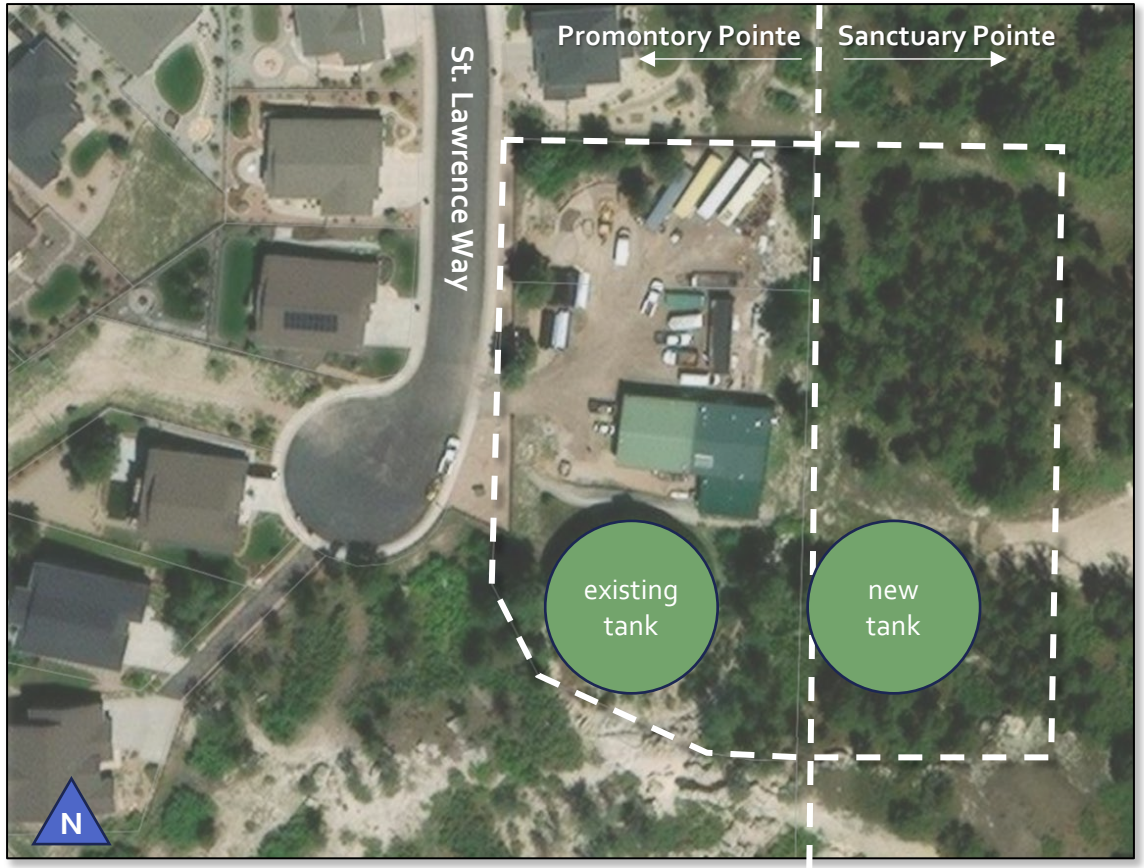
GWENDOLYN DOWD EGBERT
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19954016648
MY COMMISSION EXPIRES SEPTEMBER 15, 2026

INTRODUCTION

The Triview Metropolitan District is seeking approval of

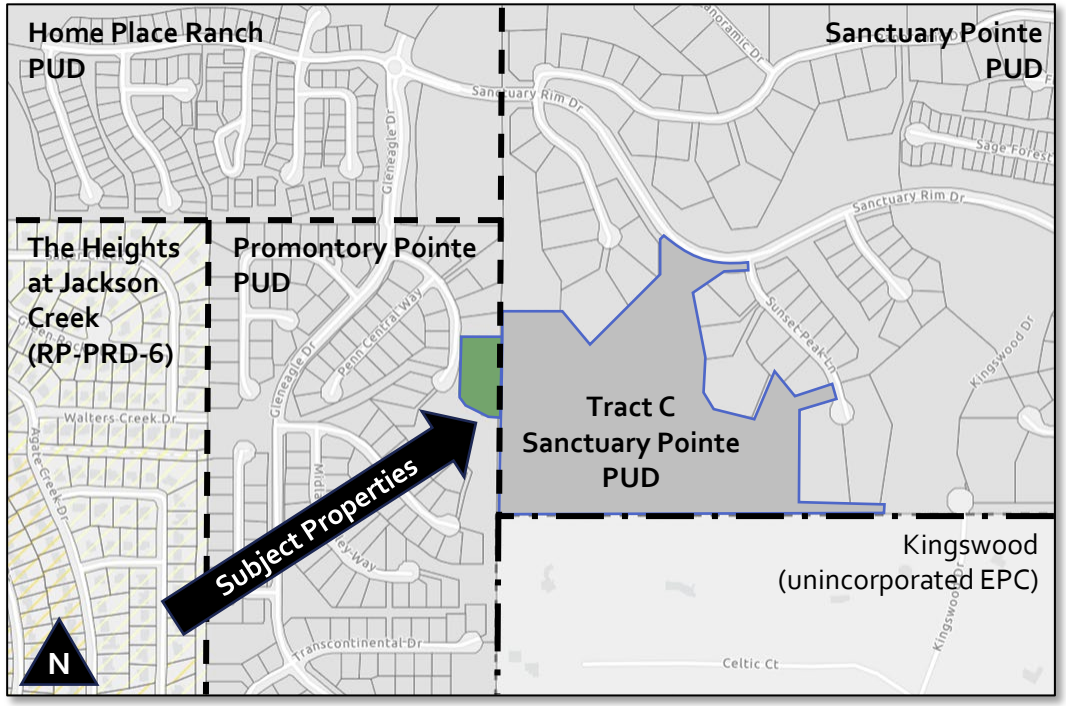
- a Major Planned Unit Development Amendment (PUD);
- a Rezone from PUD to P;
- a Final Plat; and
- a Site Plan

supporting the introduction of a second water storage tank at their existing Triview Promontory Pointe Water Tank Facility on St. Lawrence Way.



ZONING AND LAND USE

- **Subject Properties**
  P-Public / Triview Water Tank Facility
- **North**
  Promontory Pointe PUD/ SFR
- **South**
  Promontory Pointe PUD / Open Space
  El Paso County/Kingswood
- **East**
  Sanctuary Pointe PUD / Open Space
- **West**
  Promontory Pointe PUD / SFR

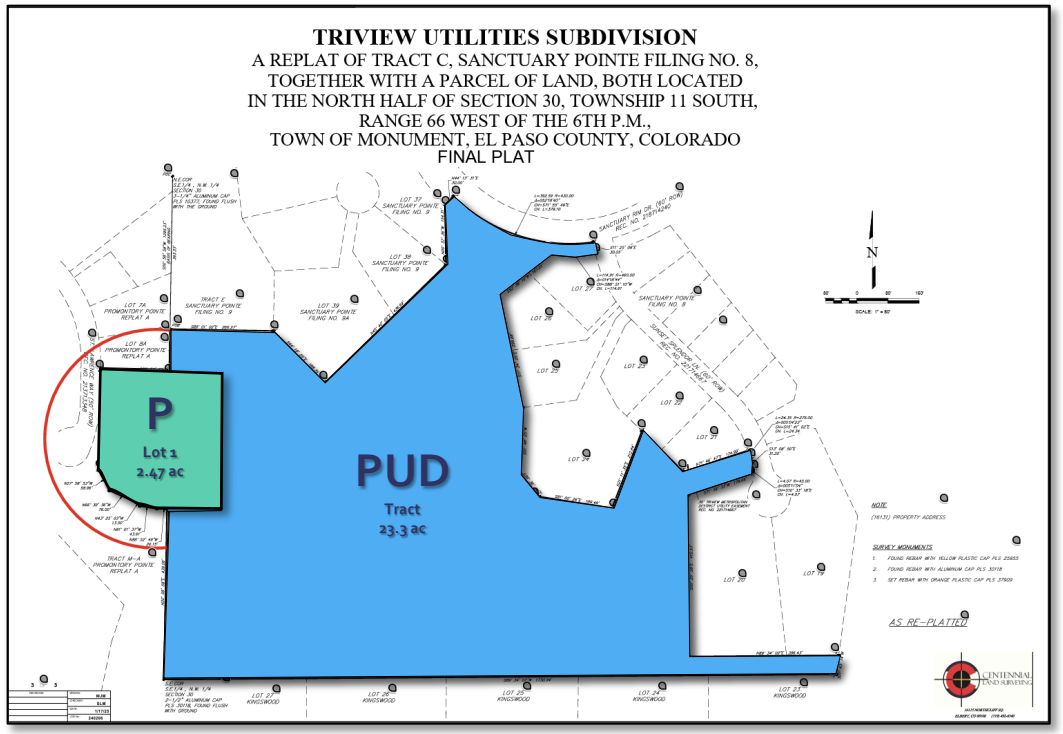


HISTORY

- A Final PD Site Plan for the Sanctuary Pointe Water Tank and Booster Station was approved via Ordinance No. 26-2015 on September 8, 2015.
- Tract C of Sanctuary Pointe Filing 8, a component of Sanctuary Pointe PUD, was approved via Ordinance No. 01-2021 on January 4, 2021.

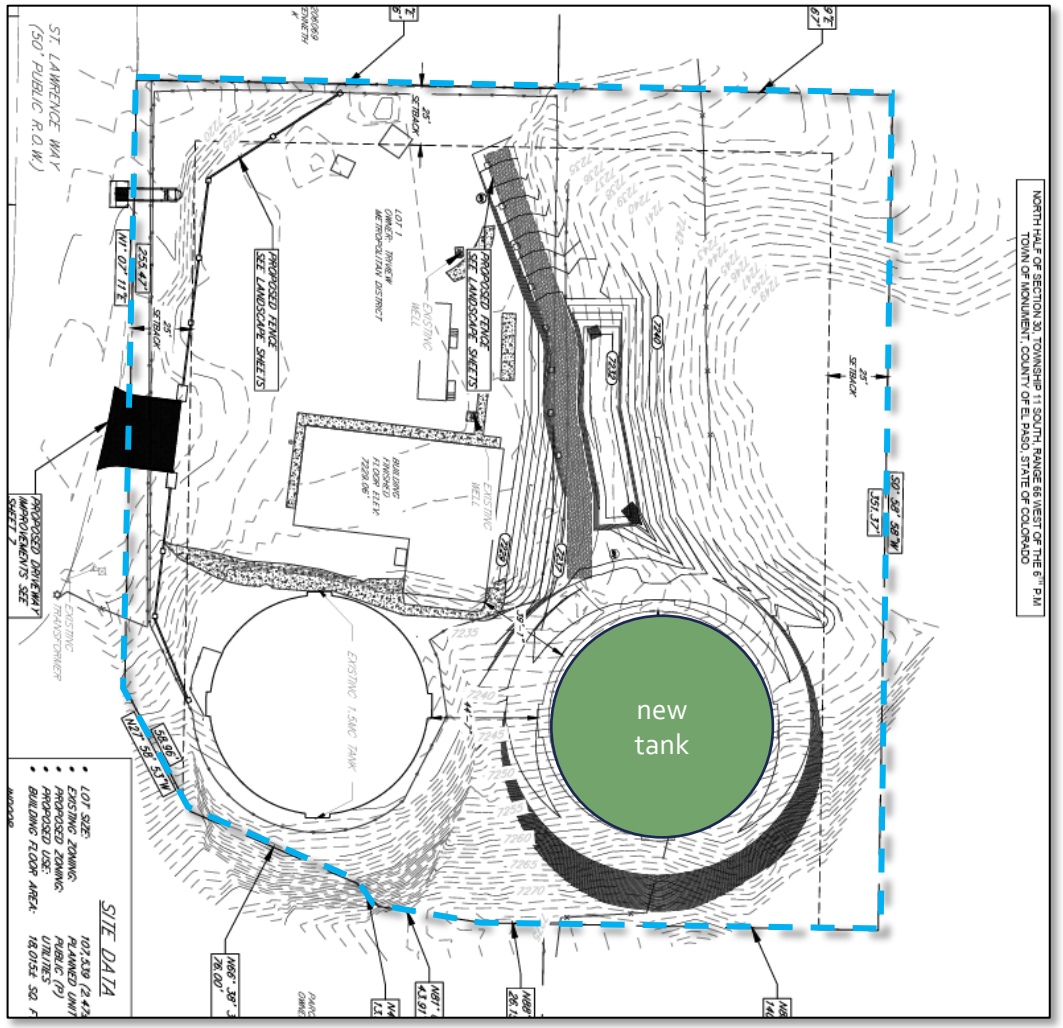
REQUESTED ACTIONS

1. Ordinance No. 07-2025, an ordinance granting:
   - Rezoning the new 1.1-acre lot from PUD to P-Public, and
   - Amending the Sanctuary Pointe PUD to transfer and consolidate the 1.1-acre lot with the existing 1.37-acre Triview Water Tank Facility.
2. Resolution No. 22-2025, a resolution approving Triview Utilities Subdivision, a subdivision:
   - Subdividing Tract C of Sanctuary Pointe Filing No. 8 into a 1.1-acre lot and 24.4-acre tract
   - Consolidation the newly created 1.1-acre lot with the existing 1.37-acre Triview Water Tank Facility to form a 2.47-acre lot, accommodating the construction of a second water tank.



REQUESTED ACTIONS (CONTINUED)

3. 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.



Site Plan

LANDSCAPE SCREENING AND FENCE IMPROVEMENTS

PROJECT AREA TABULATION

QTY		ITEM
107,900	SF	METRO DISTRICT PARCEL
2,100	SF	RIGHT OF WAY LANDSCAPING
110,000	SF	TOTAL PROJECT AREA

LANDSCAPE AREA TABULATION

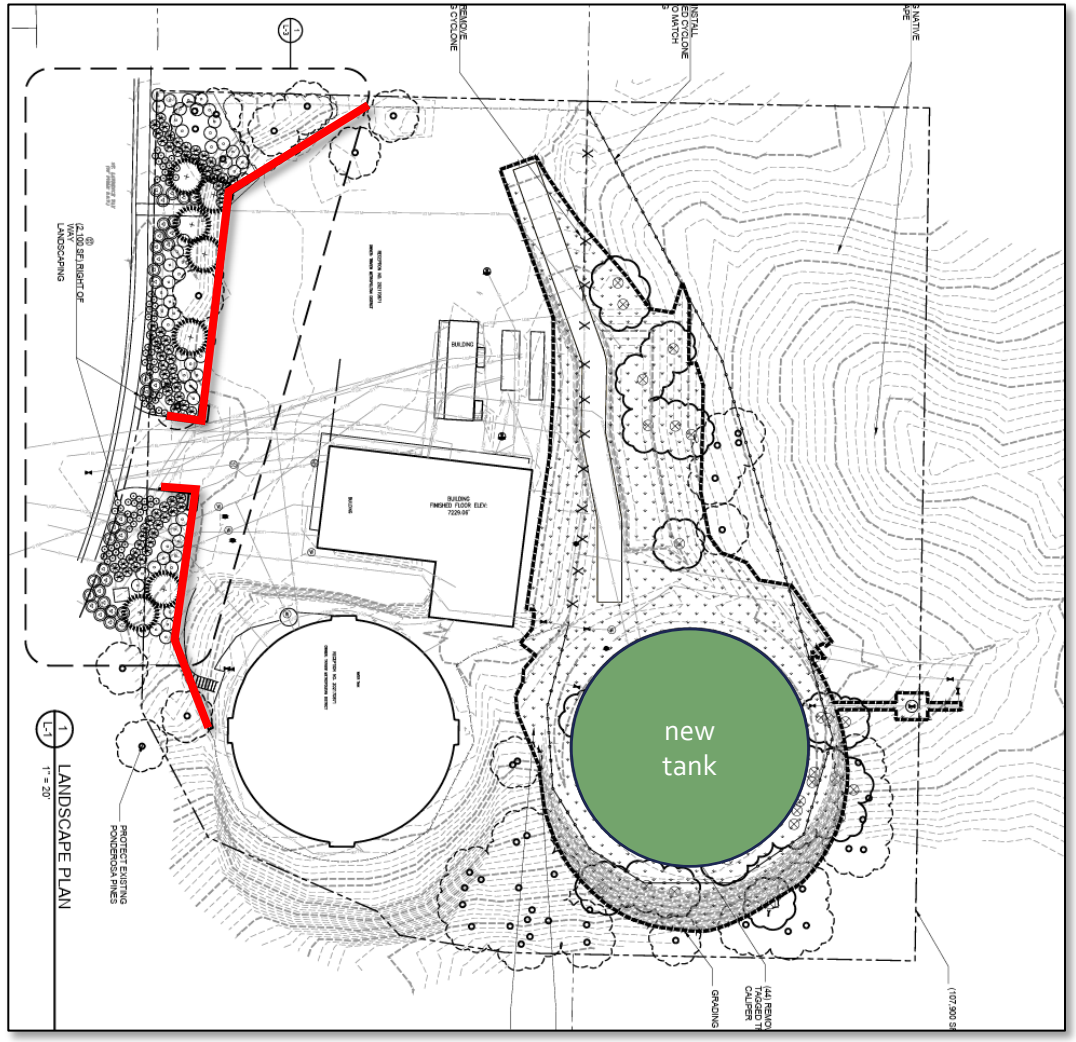
QTY		ITEM	%
10,900	SF	EXISTING STRUCTURES	10
7,500	SF	PROPOSED TANK	7
22,300	SF	EXISTING ACCESS & STORAGE SURFACE	20
1,900	SF	PROPOSED ACCESS	2
45,700	SF	EXISTING NATIVE LANDSCAPE	41
16,000	SF	PROPOSED NATIVE SEEDING	15
4,900	SF	PROPOSED PLANTING BEDS	5
107,900	SF	TOTAL LANDSCAPED AREA	100

PLANTING TABULATION

QTY		ITEM
44	EA	REMOVED TREES
7	EA	PROPOSED TREES
151	EA	PROPOSED SHRUBS
70	EA	PROPOSED GRASSES

LEGEND

- PROPERTY LINE
- EXISTING/PROPOSED CONTOUR
- GRADING LIMITS LINE
- EXISTING UNDERGROUND UTILITY
- EXISTING SURFACE UTILITY
- EXISTING CYCLONE FENCE
- REMOVE CYCLONE FENCE
- PROPOSED CYCLONE FENCE
- PROPOSED SCREEN FENCE
- REMOVE EXISTING TREE
- PROTECT EXISTING TREE
- EVERGREEN TREES
- DECIDUOUS ORNAMENTAL TREE
- DECIDUOUS SHRUBS
- ORNAMENTAL GRASS
- NATIVE SEEDING



REVIEW CRITERIA

1. **Comprehensive Plan.** The proposed public facility expansion serves the Single Family-Detached (SFD) Comprehensive Plan designation for the area.
2. **Development Code.** The proposed project is consistent with all applicable development standards and adequately addresses all criteria.
3. **Stormwater Management.** The Final Drainage Report for the project, dated December 2024, concluded that the proposed stormwater drainage improvements will provide adequate protection to this site without adverse impacts on the adjoining upstream and downstream properties.
4. **Traffic Analysis Report.** The Planning Director has agreed that a Traffic Generation Analysis Report is not necessary. The additional water tank will not generate notable traffic to the project site. The applicant is intending to improve the parking at this facility but does not propose an increase in staff. Furthermore, access to the site is not available to the public.

RECOMMENDED ACTIONS

1. 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.
2. 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.
3. 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.

TOWN OF MONUMENT
645 Beacon Lite Road
Monument, CO 80132

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

MEMORANDUM

TO: The Honorable Mayor and Town Council
Madeline VanDenHoek, Interim Town Manager
FROM: Dan Ungerleider, AICP, Director of Planning
DATE: April 21, 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 21st 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 ARERELATIVE 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 CORNERTHEREOF; THENCE LEAVING SAID NORTHERLY LINE RUN N00°00'00"E, ON THE NORTHERLY EXTENSION OF THEWESTERLY LINE OF SAID TRACT, 81.88 FEET; THENCE N90°00'00"E, 177.15 FEET TO A POINT ON SAID EASTERLYLINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; THENCE S00°08'13"E, 81.88 FEET TO THEPOINT 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 SAIDSOUTHEAST QUARTER OF THE NORTHWEST QUARTER; THENCE S00°08'13"E ALONG THE NORTH-SOUTHCENTERLINE OF SAID SECTION 30, 586.93 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S00°08'13"EALONG AFOREMENTIONED COURSE, 269.50 FEET; THENCE N90°00'00"W, 26.00 FEET; THENCE N82°08'48"W, 43.91FEET; 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, ADISTANCE 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 LINEOF 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 111.47FEET 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 HALF OF SECTION 30, TOWNSHIP 11 SOUTH, RANGE 66 WEST OF THE 6TH P.M., TOWN OF MONUMENT, EL PASO COUNTY, COLORADO

FINAL PLAT

CERTIFICATE OF DEDICATION AND OWNERSHIP

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED TRIVIEW METROPOLITAN DISTRICT, BEING THE OWNER OF CERTAIN LANDS IN THE TOWN OF MONUMENT, EL PASO COUNTY, COLORADO, DESCRIBE AS FOLLOWS:

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 AFOREMENTIONED 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 366.27 FEET;
2. S44°19'55"E, A DISTANCE OF 188.35 FEET;
3. N45°40'05"E, A DISTANCE OF 436.69 FEET;
4. 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;
6. 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;
8. ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 460.00 FEET, A CENTRAL ANGLE OF 14°16'44", 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;
10. S11°34'20"E, A DISTANCE OF 299.28 FEET;
11. S01°46'25"W, A DISTANCE OF 171.25 FEET;
12. S39°35'00"E, A DISTANCE OF 73.00 FEET;
13. S81°00'26"E, A DISTANCE OF 189.49 FEET;
14. N21°11'35"E, A DISTANCE OF 212.84 FEET;
15. 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;
17. 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;
19. 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;
21. S00°25'58"E, A DISTANCE OF 415.93 FEET;
22. N89°34'02"E, A DISTANCE OF 386.43 FEET;
23. 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, 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 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;
2. N81°01'37"W, A DISTANCE OF 43.91 FEET;
3. N43°25'03"W, A DISTANCE OF 13.50 FEET;
4. N66°38'36"W, A DISTANCE OF 76.00 FEET;
5. N27°58'53"W, A DISTANCE OF 58.96 FEET;
6. 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;
8. 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.

TITLE CERTIFICATE:

I, AN AUTHORIZED REPRESENTATIVE OF _____, A TITLE INSURANCE COMPANY LICENSED TO DO BUSINESS IN THE STATE OF COLORADO, HAVE MADE AN EXAMINATION OF THE PUBLIC RECORDS AND STATE THAT ALL OWNERS, MORTGAGES, AND LIENHOLDERS OF THE PROPERTY ARE LISTED IN THE CERTIFICATE OF OWNERSHIP AND DEDICATION.

SIGNED THIS ____DAY OF _____, 2024, A.D.

BY:_____AS _____ OF _____

NOTARY:

STATE OF COLORADO)
)SS
COUNTY OF EL PASO)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____DAY OF _____, 2024 A.D.

BY:_____
AS:_____ OF _____

STATE OF COLORADO)
)SS.
WITNESS MY HAND AND OFFICIAL SEAL.)

SIGNED THIS ___DAY OF___ _____, 2024, COUNTY _____STATE_____

MY COMMISSION EXPIRES:_____

NOTARY SIGNATURE:_____

DEDICATION:

TRIVIEW METROPOLITAN DISTRICT HAVE BY THESE PRESENTS LAID OUT, SUBDIVIDED AND PLATTED THE SAME INTO LOTS, TRACTS, AND EASEMENTS AS SHOWN ON THE PLAT UNDER THE NAME AND STYLE OF "TRIVIEW UTILITIES SUBDIVISION".

THE UNDERSIGNED HEREBY FURTHER DEDICATE TO THE PUBLIC UTILITIES THE RIGHT TO INSTALL, MAINTAIN AND OPERATE; MAINS, TRANSMISSION LINES, SERVICE LINES AND APPURTENANCES TO PROVIDE SUCH UTILITY SERVICE WITHIN THIS SUBDIVISION OR PROPERTY CONTIGUOUS THERETO, UNDER, ALONG AND ACROSS PUBLIC ROADS AS SHOWN ON THIS PLAT AND ALSO UNDER AND ACROSS UTILITY EASEMENTS AS SHOWN HEREON.

OWNER:

TRIVIEW METROPOLITAN DISTRICT HAS EXECUTED THIS INSTRUMENT THIS ____DAY OF _____, 2024, A.D.

BY:_____

AS:_____OF TRIVIEW METROPOLITAN DISTRICT

NOTARY:

STATE OF COLORADO)
)SS
COUNTY OF EL PASO)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____DAY OF _____, 2024 A.D.

BY:_____

AS:_____ OF TRIVIEW METROPOLITAN DISTRICT

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: _____

_____
NOTARY PUBLIC

PLANNING DEPARTMENT REVIEW:

THIS PLAT WAS REVIEWED BY THE TOWN OF MONUMENT PLANNING DEPARTMENT THIS ___DAY OF _____, 2024.

_____
PLANNING DIRECTOR

TOWN APPROVAL:

THIS PLAT IS APPROVED FOR FILING AND THE TOWN HEREBY ACCEPTS THE SUBDIVISION "TRIVIEW UTILITIES SUBDIVISION" SHOWN HEREON.

_____ _____
MAYOR DATE

ATTEST:

_____ _____
CITY CLERK DATE

APPROVAL:

THIS PLAT IS APPROVED FOR FILING.

_____ _____
TRIVIEW METROPOLITAN DISTRICT MANAGER DATE

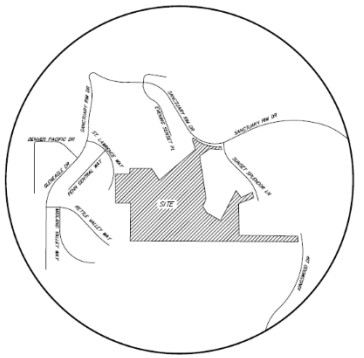
APPLICANT:

OWNER (S): TRIVIEW METROPOLITAN DISTRICT
16055 OLD FOREST POINT, STE. 300
MONUMENT, CO 80132

REGISTERED LAND SURVEYOR: MICHAEL J MURPHEID, PLS 37909
6165 LEHMAN DRIVE
COLORADO SPRINGS, CO 80918

GENERAL NOTES:

1. MONUMENTS FOUND OR SET ARE SHOWN HEREON THIS PLAT.
2. BASIS OF BEARING AS SHOWN IN THE LEGAL DESCRIPTION.
3. THE LINEAL UNIT OF MEASUREMENT FOR DISTANCES SHOWN ON THIS PLAT IS U.S. SURVEY FEET.
4. THIS PROPERTY MAY BE IMPACTED BY NOISE AND OTHER SIMILAR SENSORY EFFECTS OF FLIGHT CAUSED BY AIRCRAFT BOTH IN THE UNITED STATES AIR FORCE ACADEMY'S AIRMANSHIP PROGRAM AND DURING SPECIAL EVENTS. THIS NOTICE SHALL REMAIN IN EFFECT UNTIL THE AIR FORCE ACADEMY SHALL CEASE TO BE USED FOR FLIGHT TRAINING PURPOSES, OR UNTIL ALL AIRPORTS ON THE AIR FORCE ACADEMY SHALL CEASE TO BE ACTIVELY USED. THIS NOTICE SHALL RUN IN PERPETUITY WITH THE LAND.
5. ANY ADDRESSES (XXXXXX) EXHIBITED ON THIS PLAT ARE FOR INFORMATIONAL PURPOSES ONLY, THEY ARE NOT THE LEGAL DESCRIPTION AND ARE SUBJECT TO CHANGE.
6. EXISTING ZONING: RR–5 AND PUD.
7. THE SUBJECT PROPERTY IS NOT WITHIN A DESIGNATED F.E.M.A. FLOODPLAIN AS DETERMINED BY THE FLOOD INSURANCE RATE MAP FOR EL PASO COUNTY, COLORADO, COMMUNITY PANEL NOVEMBER 08041C0279G, WITH AN EFFECTIVE DATE OF DECEMBER 7, 2018.
8. TRACT A IS FOR OPEN SPACE, BUFFER, DRAINAGE, PUBLIC UTILITIES, LANDSCAPING, TRAILS AND SIGNAGE AND SHALL BE OWNED AND MAINTAINED BY THE TRIVIEW METROPOLITAN DISTRICT.



VICINITY MAP
NOT TO SCALE

SURVEYOR'S STATEMENT:

I, MICHAEL J. MURPHEID, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY REPRESENTED BY THIS PLAT WAS MADE UNDER MY DIRECT SUPERVISION AND THE MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THIS PLAT ACCURATELY REPRESENTS SAID SURVEY.

_____
MICHAEL J. MURPHEID, PROFESSIONAL LAND SURVEYOR
COLORADO P.L.S. NO. 37909
FOR AND ON BEHALF OF CENTENNIAL LAND SURVEYING, LLC

MONUMENTED SURVEY PLAT DEPOSITING CERTIFICATE:

DEPOSITED THIS _____ DAY OF _____, 2024 A.D., AT

_____ O'CLOCK ___.M., IN BOOK _____ OF LAND SURVEY

PLATS AT PAGE _____, DEPOSIT NO. _____

RECORDS OF EL PASO COUNTY, COLORADO.

SIGNED: _____

TITLE: _____

BY: _____

NOTICE:

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

1 OF 3

REVISIONS	DRAWN	MJM
	CHECKED	SLM
	DATE	1/17/25
	JOB NO.	240205

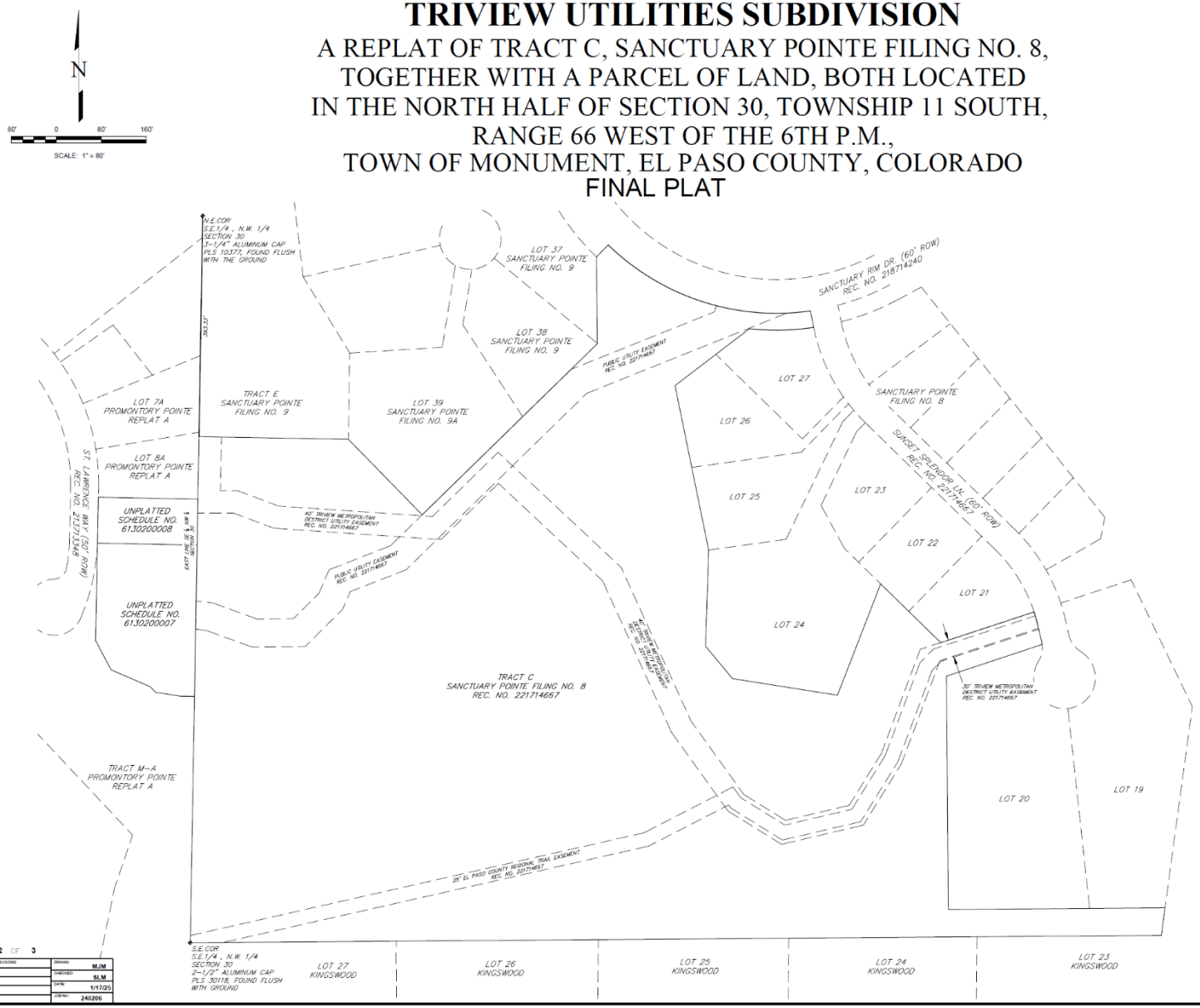
CENTENNIAL LAND SURVEYING
14111 NORTHCLIFF RD.
ELBERT, CO 80106 (719) 492-6340

EXHIBIT B - TRIVIEW UTILITIES SUBDIVISION

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



AS PLATTED

2 OF 3

REVISIONS	
DRAWN	MJM
CHECKED	SLM
DATE	1/17/25
JOB No.	240206

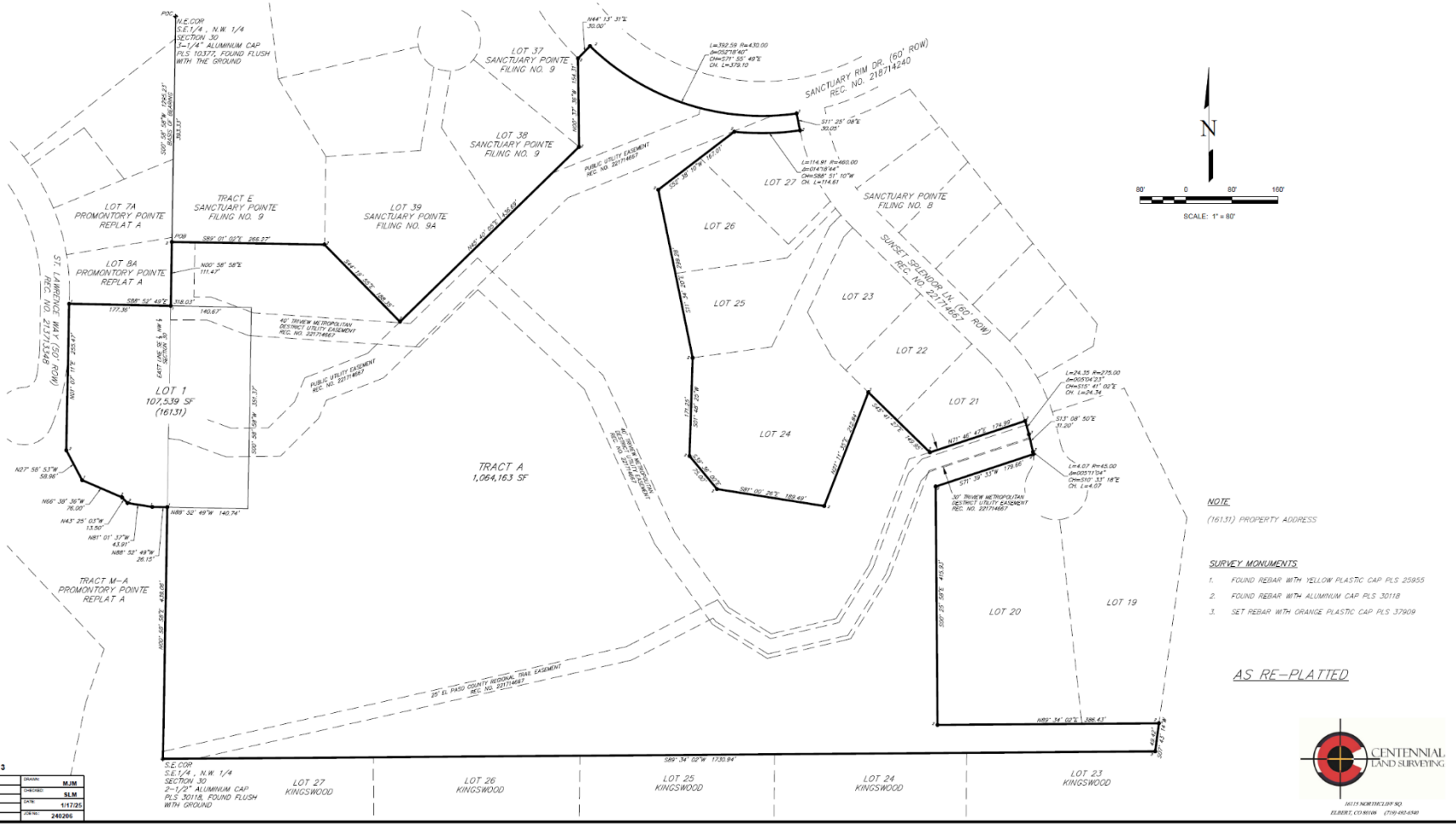
CENTENNIAL LAND SURVEYING

16113 NORTHCLIFF SQ.
ELBERT, CO 80106 (719) 663-6740

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



NOTE

(161.31) PROPERTY ADDRESS

SURVEY MONUMENTS

1. FOUND REBAR WITH YELLOW PLASTIC CAP PLS 25955
2. FOUND REBAR WITH ALUMINUM CAP PLS 30118
3. SET REBAR WITH ORANGE PLASTIC CAP PLS 37909

AS RE-PLATTED

3 OF 3

REVISIONS	DRAWN	MJM
	CHECKED	SLM
	DATE	1/17/25
	JOB No.	240206

CENTENNIAL LAND SURVEYING
16115 NORTHCLIFF SQ.
ELBERT, CO 80106 (719) 440-6540

TOWN OF MONUMENT
645 Beacon Lite Road
Monument, CO 80132

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

MEMORANDUM

TO: The Honorable Mayor and Town Council
Madeline VanDenHoek, Interim Town Manager
FROM: Dan Ungerleider, AICP, Director of Planning
DATE: April 21, 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 21st day of April 2025, by a vote of ___ for and ____against.

TOWN OF MONUMENT

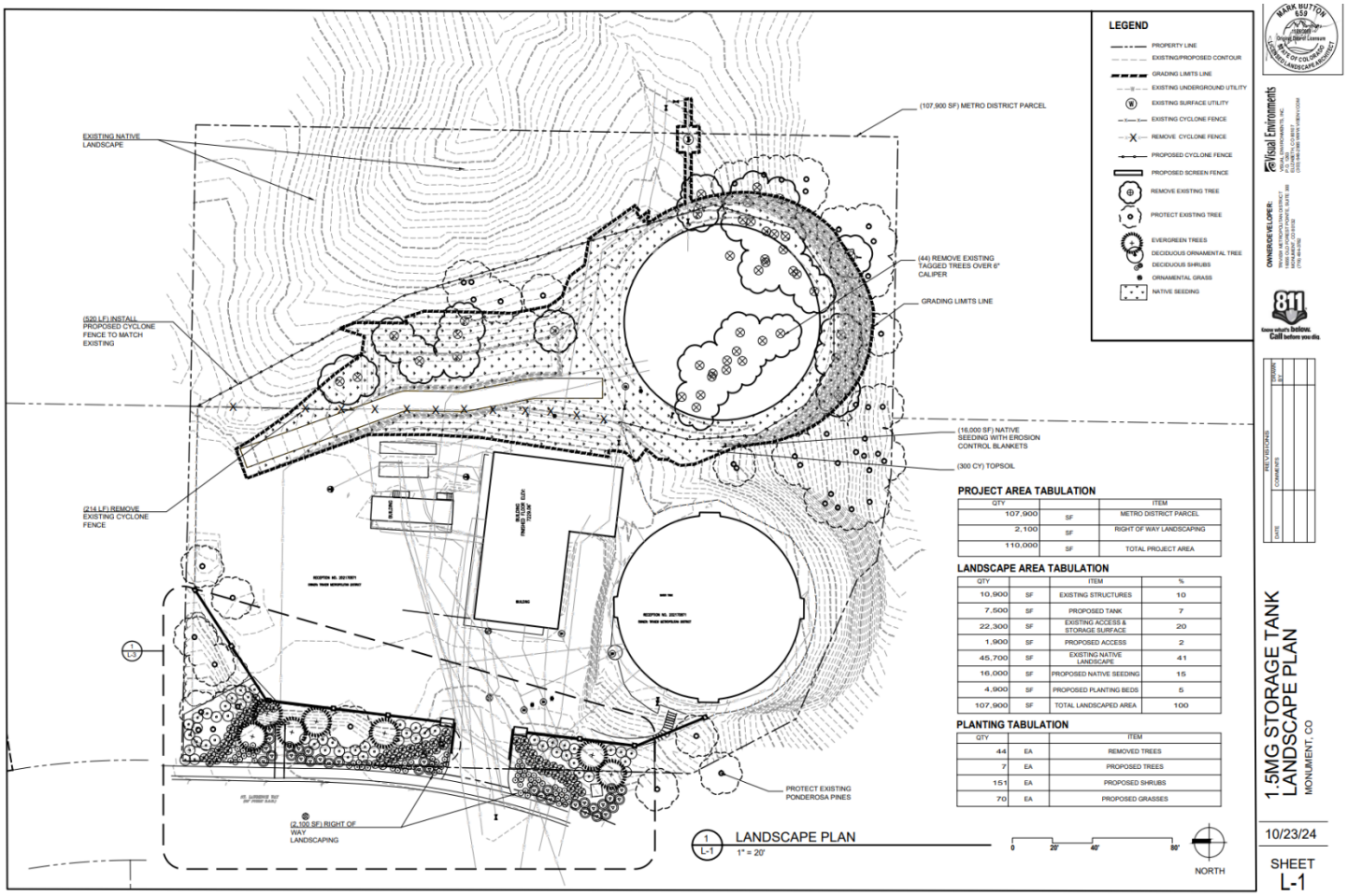
_____
Mitch LaKind, Mayor

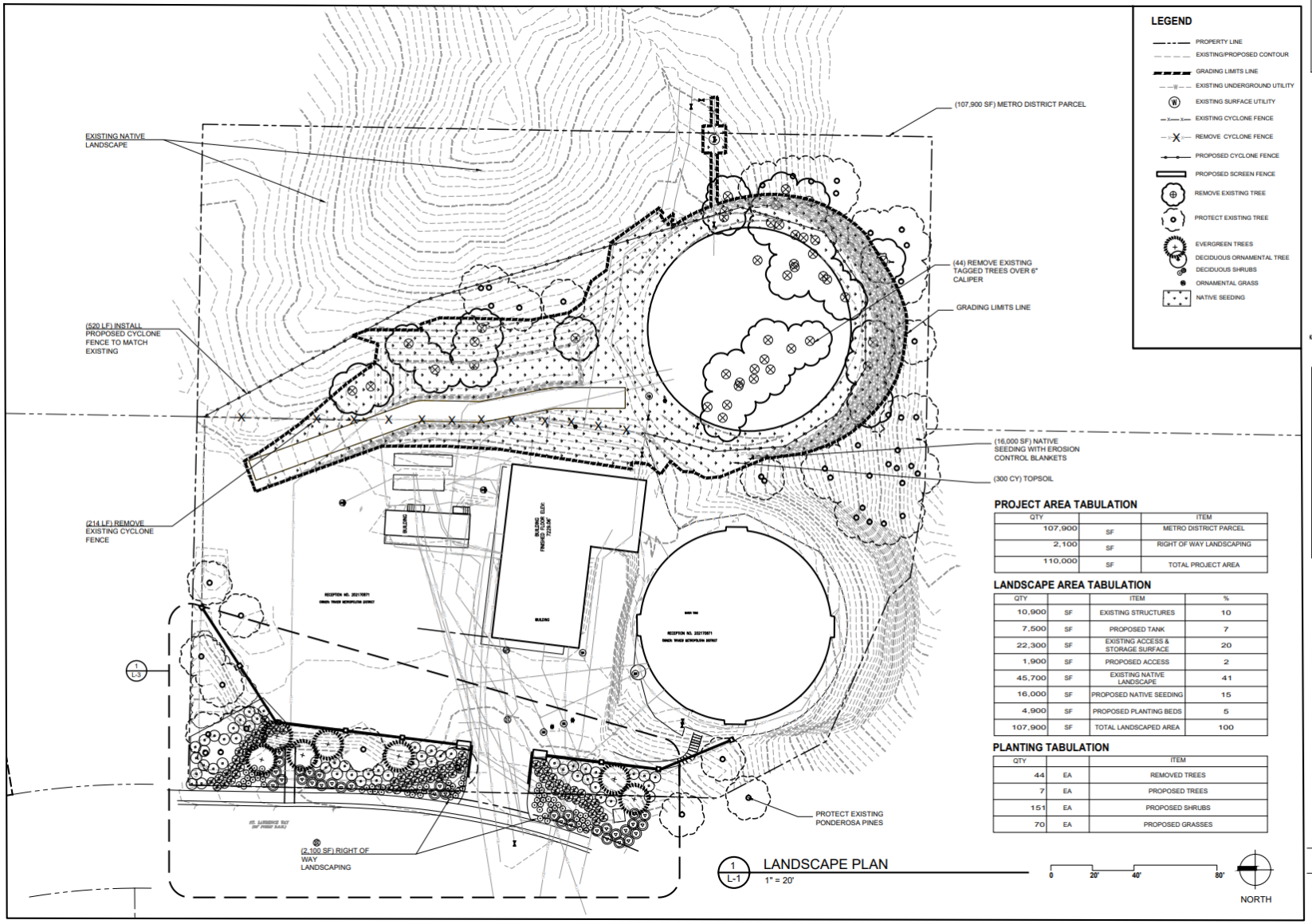
ATTEST:

_____
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)





LEGEND

- PROPERTY LINE
- EXISTING/PROPOSED CONTOUR
- GRADING LIMITS LINE
- EXISTING UNDERGROUND UTILITY
- EXISTING SURFACE UTILITY
- EXISTING CYCLONE FENCE
- REMOVE CYCLONE FENCE
- PROPOSED CYCLONE FENCE
- PROPOSED SCREEN FENCE
- REMOVE EXISTING TREE
- PROTECT EXISTING TREE
- EVERGREEN TREES
- DECIDUOUS ORNAMENTAL TREE
- DECIDUOUS SHRUBS
- ORNAMENTAL GRASS
- NATIVE SEEDING

PROJECT AREA TABULATION

QTY		ITEM
107,900	SF	METRO DISTRICT PARCEL
2,100	SF	RIGHT OF WAY LANDSCAPING
110,000	SF	TOTAL PROJECT AREA

LANDSCAPE AREA TABULATION

QTY		ITEM	%
10,900	SF	EXISTING STRUCTURES	10
7,500	SF	PROPOSED TANK	7
22,300	SF	EXISTING ACCESS & STORAGE SURFACE	20
1,900	SF	PROPOSED ACCESS	2
45,700	SF	EXISTING NATIVE LANDSCAPE	41
16,000	SF	PROPOSED NATIVE SEEDING	15
4,900	SF	PROPOSED PLANTING BEDS	5
107,900	SF	TOTAL LANDSCAPED AREA	100

PLANTING TABULATION

QTY		ITEM
44	EA	REMOVED TREES
7	EA	PROPOSED TREES
151	EA	PROPOSED SHRUBS
70	EA	PROPOSED GRASSES

1 L-1 LANDSCAPE PLAN
1" = 20'

0 20' 40' 80'

NORTH

MARK BUTTON 659 10/23/2024 Original Digital Licensure STATE OF COLORADO REGISTERED LANDSCAPE ARCHITECT

Visual Environments
VISUAL ENVIRONMENTS, INC.
1604 ELKTON DR
COLORADO SPRINGS, CO 80907
(303) 646-2980 WWW.VISENV.COM

OWNER/DEVELOPER:
TRIVIEW METROPOLITAN DISTRICT
16055 SOUTHPOINTE PKWY, SUITE 300
MONUMENT, CO 80132
(719) 484-0760

811 Know what's below. Call before you dig.

REVISIONS		
DATE	COMMENTS	DESIGN BY

1.5MG STORAGE TANK LANDSCAPE PLAN

MONUMENT, CO

10/23/24

SHEET L-1

COLLINS | COLE
WINN | ULMER

MEMORANDUM

April 14, 2025

TO: Town Council
Town of Monument

FROM: Robert G. Cole
Rebecca J. Zisch

RE: **Ordinance No. 08-2025 Repealing and Readopting Title 2 of the Monument Municipal Code**

Ordinance No 08-2025 repeals and readopts Title 2 of the Monument Municipal Code ("Code") to make changes to conform to the Home Rule Charter ("Charter"), make updates that are necessitated by changes in law, make updates to align with Town practice, and provide general editorial cleanup. The changes are shown on Exhibit A. Text that is being deleted is shown in ~~strikeout format~~. Text that is being added is shown in underline format, and because it is in track changes, is also reflected as either red or blue font.

The reason for many of the changes will be apparent. Many changes conform terminology to the Charter and refer to the Charter rather than replicate stating what is already established by the Charter; make capitalization, phraseology, formatting, and punctuation consistent; and utilize defined terms. Some changes remove duplicative provisions, combine provisions on the same subject, make similar clauses in different sections read the same, or clarify ambiguous provisions. Explanations of some changes may be helpful.

1. Section 2.04.020(D) was moved to 2.60.225.
2. Sections 2.04.020 (qualifications and vacancies), 2.04.030 (regular and special meetings), 2.04.040 (intergovernmental contracts), 2.04.050 (Council Member terms), and 2.04.060 (style of ordinances) were rearranged and revised to refer to the Charter to encompass a more logical flow. The Rules of conduct for public hearings under regular and special meetings was deleted as that is addressed elsewhere in the Code.
3. Sections 2.08.040 Mayor qualifications, 2.08.050 four-year terms for Mayor, 2.12.030 Town Manager duties, and 2.12.040 Town Manager compensation were deleted as each of these sections is addressed by the Charter and reference to the pertinent Charter sections is included elsewhere in the Code.
4. The specifics of the duties of the Finance Director in section 2.20.030 were deleted and replaced with reference to the Town Manager ascribing appropriate duties to provide long-term flexibility and adaptability for that position.

5. Section 2.32.010 adds the caveat that the Police Department annual budget must be approved by the Town Council and the Police Chief and all police officers shall be peace officers certified by the peace officers standards and training board. This helps bring this section up to current practice and reflect best practices.

6. Section 2.32.020 adds the requirement that the Police rules and regulations be approved by the Town Manager and clarifies that the Town Personnel rules apply also to the police department. These are both best practices.

7. The definitions in Section 2.36.010 were moved to Title 1 as the terms were used throughout the Code, not just Title 2.

8. Section 2.36.030 updates the address of the Municipal Court.

9. Section 2.36.040 adds reference to and allowance for an Associate or Assistant Municipal Judge to serve in the event the Municipal Judge is unavailable, has a conflict, or must otherwise recuse him/herself from a case, and sets one-year terms for the Municipal Judge.

10. Section 2.36.060 removes superfluous language – C.R.S. Section 13-10-109 only requires a bond from the clerk of the municipal court, not the municipal judge.

11. Section 2.36.140(C) eliminates the ability of police officers and the judge to issue a summons after a sworn complaint is filed, limiting that authority to only the court clerk. This is to align with Colorado Municipal Court Rules of Procedure Rule 204 regarding simplified procedure for trial of municipal charter and ordinance violations.

12. Section 2.36.150 adds authority for the Municipal Court Clerk and counsel entered in the case to issue a subpoena in a case. This is to align with Colorado Municipal Court Rules of Procedure.

13. Section 2.36.180 eliminates the police chief and police officers ability to admit upon bail after arrest, leaving that solely with the municipal judge.

14. Section 2.36.260 shifts the responsibility to delegate prisoner labor tasks to the Town Manager rather than the Mayor as a more practical practice.

15. Section 2.36.280 has been deleted as the current Town facilities only have the capacity to hold people for a matter of hours, not days.

16. Section 2.36.290 adds a timeline of 13 weeks maximum for judge suspensions of penalty and sentencing to align with Colorado Municipal Court Rules of Procedure Rule 235(b).

17. Section 2.36.330 was revised to align with C.R.S. Section 13-10-114(2) which only allows the method of issuing a writ to summon jurors when the municipality only has 5,000 people or less and requires the listed method when the population is greater than 5,000.

18. Section 2.36.420 was revised to refer to the Colorado Municipal Court Rules of Procedure rather than set forth the current iteration to provide future flexibility if the rules change.

19. Section 2.36.430 adds the opportunity for a defendant to make a statement and present mitigating information during sentencing to align with the Colorado Municipal Court Rules of Procedure.
20. Section 2.36.510 definitions of days and municipal court have been deleted as those terms are already defined in Title 1.
21. Section 2.36.720(B) adds a caveat regarding violation notice in case of emergency.
22. Section 2.40.020 last sentence has been deleted as the clause is no longer necessary.
23. Section 2.40.040 was amended to clarify that the planning commission shall adopt bylaws, rather than incorporate bylaws by reference in the Code as the latter is not proper procedure.
24. Section 2.40.050 was deleted as duplicative of Section 2.40.010.
25. Section 2.40.060 adds energy conservation and affordable housing as Master Plan purposes.
26. Section 2.44.020 adds specific reference to the Colorado Disaster Emergency Act as relates to mayoral authority.
27. Section 2.44.030(B) adds the requirement for the Mayor to deliver any emergency proclamation to the Town Manager, not just the Police Chief, as this is a best practice.
28. Section 2.50.050 now includes language to explicitly state that the Colorado Open Meetings Law applies to board and commission meetings.
29. Section 2.60.150 was deleted as there is already a general savings and severability clause at 1.04.040 making it superfluous to also include here.
30. Section 2.60.515 adds a definition for Board of Ethics and reference to Board as relates to standards of conduct enforcement as the terms are used throughout the Chapter.
31. Section 2.60.545 removes the cap, tied to respondent's salary, for monetary restitution under administrative review for standards of conduct violations. Removing the cap will leave the amount more open-ended and flexible for appropriate damages to be assessed on a case-by-case basis.

Sections 2.12.020, 2.16.020, 2.20.020, and 2.32.050, regarding oaths for the Town Manager, Town Clerk, Finance Director, and police officers, deserves specific consideration. These sections include a clause regarding each of these positions taking an oath of office before entering upon their duties. Per the Charter, an oath is only required of elected offices and thus would not apply to the Town Manager, Town Clerk, Finance Director, and police officers. The Town can, by ordinance, impose the requirement on other positions and has done so in the past. This is common for municipal managers, clerks, law enforcement, and fire personnel. Thus, for consideration in sections 2.12.020, 2.16.020, 2.20.020, and 2.32.050:

1. Do you want to keep in the oaths of office for each of the positions of Town Manager, Town Clerk, Finance Director, and police officers?

Section 2.36.350, jury fees, also deserves specific consideration. It states that jurors in Municipal Court shall be paid a juror's fee of six dollars per day of actual jury service and three dollars for each day on the jury panel alone. These are the current statutory amounts. The Town can, however, increase the amount by ordinance if they so desire. Thus, for consideration in section 2.36.350, you have two considerations:

1. Do you want to keep the statutory jury fees of six dollars and three dollars, respectively?
2. Do you want to increase the statutory jury fees?

If a Town Council member wishes that the Town Council adopt the proposed revisions to Title 2, the motion to approve Ordinance 08-2025 should include any desired modifications to any section. An appropriate motion would be:

> ***I move that the Town Council adopt Ordinance No. 08-2025, an Ordinance Repealing and Readopting Title 2 of the Monument Municipal Code [with the following changes: _____]***

TOWN OF MONUMENT

ORDINANCE NO. 08-2025

AN ORDINANCE REPEALING AND READOPTING TITLE 2 OF THE MONUMENT MUNICIPAL CODE

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 Members of the Town Council ("Council") have been duly elected and qualified; and

WHEREAS, the Council has determined that it is necessary to repeal and readopt Title 2 of the Monument Municipal Code ("Code") to bring it into conformance with the Charter and provide general updates; and

WHEREAS, this Ordinance was introduced by title, considered at a public hearing, and voted upon at the regular meeting of the Town Council on April 21, 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. Repeal and Readopt Title 2 of the Monument Municipal Code. Title 2 of the Code as set forth in Exhibit A, attached hereto and incorporated herein, is repealed and readopted with underlined text being added and stricken text being deleted.

Section 3. Publication. Pursuant to Section 6.5, 3 of the Charter and Subsection 2.04.030, G of the 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, this Ordinance shall be authenticated by the Mayor and Town Clerk and Maintained by the Town Clerk in such form as is sufficient to assure reasonable access by the public. Failure to authenticate any ordinance shall not invalidate it or suspend its operation.

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

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

INTRODUCED, PASSED, and ADOPTED/REJECTED, by the Town Council of the Town of Monument, Colorado this 21st day of April, 2025 by a vote of _____ for and _____ against.

TOWN OF MONUMENT, COLORADO

By: _____
Mitch LaKind, Mayor

Attest:

_____
Tina Erickson, Town Clerk

EXHIBIT A
TO ORDINANCE NO. 08-2025

Title 2
ADMINISTRATION AND PERSONNEL

Chapter 2.04 ~~BOARD OF TRUSTEES~~TOWN COUNCIL

2.04.010 Authority.

The legislative and governing body of the Town is the Town Council, consisting of a Mayor and six Council Members who serve pursuant to Charter Article II.~~The corporate authority of the Town of Monument is, by state law, vested in a Board of Trustees~~ consisting ~~of one mayor and six trustees, who shall be qualified electors residing within the limits of the corporation. Specific authority thereto the board is given the power to appoint such other officers as it may deem necessary for the good government of the corporation, prescribe their duties and fix their compensation.~~

2.04.020 ~~Qualifications and vacancies~~Council Member terms.

The term of office for each Council Member, including the Mayor, shall be as set forth in Charter Section 2.3.~~The Board of Trustees shall be the legislative body of the town and shall have power and authority, except as otherwise provided by statute, to exercise all power conferred upon or possessed by the town, and shall have the power and authority to adopt such laws, ordinances and resolutions as it shall deem proper in the exercise thereof.~~

~~A. Qualification. Every registered elector eighteen (18) years of age or older on the date of the election may be a candidate to hold office. Each candidate shall have been a resident of the town for a period of at least twelve (12) consecutive months immediately preceding the date of election or appointment and shall be a qualified elector of the town. If any elected board member shall move from, or become, during their term of office, a nonresident of the town, they shall be deemed thereby to have vacated the office, upon the adoption by the Board of Trustees of a resolution declaring such vacancy to exist.~~

~~B. Vacancies. The Board of Trustees shall have power, by appointment, to fill all vacancies in the Board of Trustees or in any other elected office, and the person so appointed shall hold office until the next regular election and until his or her successor is elected and qualified. If the term of the person creating the vacancy was to extend beyond the next regular election, the person appointed to fill the vacancy shall be appointed for only that portion of the unexpired term which runs until the next regular election at which time a successor shall be elected to fill the remainder of the unexpired term.~~

~~C. No elected or appointed official shall hold any other elective public office, be contracted or employed by the Town of Monument.~~

~~D. Former elected or appointed officials may not, within six months of their term limit or resignation, be contracted or employed by the Town of Monument~~

2.04.030 ~~Regular and special meetings—Procedure~~Qualifications and vacancies.

A. Qualifications. The qualifications for Council Members, including Mayor are set forth in Charter Section 2.6.

B. Vacancies. Offices of Town Council Members, including Mayor, shall be deemed vacant and filled in accordance with Charter Section 2.7.

~~A. Regular Meetings. The trustees shall hold regular meetings on the first and third Mondays of each month with the time of meetings to be established by resolution. The trustees may elect by resolution to amend the meeting schedule on a temporary basis for purposes of scheduling during summer or holidays or for other good cause as may be determined by the Board of Trustees. The trustees may also elect to schedule the normal meeting time by resolution to accommodate the schedules of the trustees or the public. When a day fixed for meeting falls upon a day designated by law as a legal holiday, such meeting shall be held at the same hour on the day as posted. All regular meetings of the board will be held in the Town Hall or other location designated by the board.~~

~~B. Special Meetings. The mayor may convene the board at any time. Whenever a special meeting shall be called, a special meeting agenda shall be posted by the Town Clerk stating the date and hour of the meeting and the purpose for which such meeting is called. No business shall be transacted thereat, except such as is stated in the notice. If the mayor is absent from the Town, a special meeting may be convened by a majority of the board.~~

~~C. Quorum. No action shall be taken unless a quorum is present. A majority of the trustees shall constitute a quorum. A lesser number may adjourn from time to time and compel the attendance of the absent members, which demand shall be entered on the record forthwith by the Town Clerk, who shall thereupon notify the absent members of the time and place of the meeting.~~

~~D. Motion Required. Every subject coming before the Board of Trustees for its action shall be submitted by motion. The Town Clerk shall record the vote.~~

~~E. Adoption of Ordinances. All ordinances shall be introduced and read by title or in total at a regular or special meeting of the Board of Trustees, and if the ordinance receives the required vote on this reading, the same shall be duly adopted. Ordinances calling for special elections or necessary for the immediate preservation of the public health or safety, and containing the reasons making the same necessary, shall, if they are to take effect immediately, be adopted by an affirmative vote of three-fourths of the Board of Trustees.~~

~~F. Vote Required. Ordinances, resolutions and orders for the appropriation of money shall require for their passage or adoption the concurrence of a majority of the Board of Trustees. Unless otherwise provided by statute or ordinance, all other actions of the Board of Trustees upon which a vote is taken shall require for adoption the concurrence of a majority of those present if a quorum exists.~~

G. Publications of Ordinances. The Town's official website shall be the official location for publication of any ordinances passed by the Town Council. All ordinances, including both emergency and non-emergency ordinances, as soon as may be possible after their passage, shall be published in full for not less than ten (10) days, recorded in a book kept for that purpose, and authenticated by the signatures of the Mayor and Town Clerk. Unless a later date is specified in the text of the ordinance, an ordinance other than an emergency ordinance, shall take effect and be enforced ten (10) days after the first date of such publication. Emergency ordinances for which immediate effectiveness is deemed necessary for the immediate preservation of the public peace, health or safety shall take effect immediately upon passage, after a public hearing, by an affirmative vote of three-fourths (¾) of the members of Town Council present, and shall be subject to the requirements of Section 6.3 of the Home Rule Charter.

H. Committees. Any questions pending before the board may be referred to the appropriate committee, or to a special committee, for its consideration and report. When a question has been referred to a committee, such committee shall report thereon with its recommendation at the next meeting.

I. Suspension of the Rules. Any of the provisions of this section may be temporarily suspended in connection with any matter under consideration by a recorded vote of three-fourths of the members present, except that this shall not be construed to permit any action that is contrary to state statute.

J. Rules of Conduct for Public Hearings. Public hearings before the Town Board of Trustees shall be conducted in accordance with the following rules.

1. The order of business of public hearings shall be as follows:

    a. Opening of public hearing;

    b. Staff introduction of the application or matter;

    c. Applicant's presentation of the application or matter;

    d. Board of Trustee's questions;

    e. Public participation;

    f. Applicant's final presentation;

    g. Board of Trustees' discussion and disposition of application or matter;

    h. Close of public hearing.

2. Public participation shall be permitted as follows:

    a. All persons wishing to speak during the public participation phase of the hearing (other than members of the Board of Trustees, Town staff and consultants, applicant and consultants) shall sign a participation sheet indicating their desire to speak during the public participation phase of the hearing.

~~b. Presentation of all persons speaking during the public participation phase of the hearing shall be limited to three minutes.~~

~~c. No person participating in the public participation phase of the hearing shall speak more than once.~~

~~d. No person other than members of the Board of Trustees, Town staff and consultants, applicant and consultants shall be permitted to speak at other times during the public hearing except during the public participation phase.~~

~~3. Public hearings before the Board of Trustees are quasi-judicial in nature. It shall be the prerogative of the mayor or other presiding officer to keep such order and decorum within the hearing as is conducive to the conduct of a quasi-judicial proceeding. The exercise of such prerogative shall include, but not be limited to, the prohibition of public demonstrations of all kinds including cheering and applause.~~

~~4. Procedural questions not specifically addressed above shall be decided by the mayor or other presiding officer with reference to Roberts Rules of Order.~~

2.04.040 ~~Intergovernmental contracts~~Regular and special meetings—Procedure.

~~The Board of Trustees shall have the authority on behalf of the Town to enter into contractual arrangements with one or more local governments for the performance of any governmental service, activity or undertaking which could be performed by each of the local governments. Any such contract shall set forth fully the purpose, powers, rights, obligations, and the responsibilities, financial and otherwise, of the contracting parties. Such contract may be approved by the board by resolution or by ordinance.~~

A. The Town Council shall hold regular meetings on the first and third Mondays of each month with the meeting time to be established by resolution. The Town Council may elect by resolution to amend the regular meeting schedule on a temporary basis for purposes of scheduling during summer or holidays or for other good cause as determined by the Town Council. The Town Council may also elect to schedule the regular meeting time by resolution to accommodate the schedules of the Council Members or the public. When a day fixed for a regular meeting falls upon a day designated by law as a legal holiday, such meeting shall be held on the next business day at the same time as scheduled for regular meetings. All regular meetings of the Town Council will be held in the Town Hall or other location designated by the Council. All meetings shall be held in compliance with Charter Article III.

B. Special and emergency meetings may be called in accordance with Charter Sections 3.2 and 3.3, respectively. No business shall be transacted thereat except that stated in the notice.

C. No action shall be taken by the Town Council unless a quorum is present, as set forth in Charter Section 3.8.

D. Every matter coming before the Town Council for action shall be submitted by motion. The Town Clerk shall record the vote.

E. All ordinances shall be adopted following the process set forth in Charter Article VI.

F. The Town's official website shall be the official location for publication of any ordinances passed by the Town Council. All ordinances, including both emergency and non-emergency ordinances, as soon as may be possible after their passage, shall be published in full for not less than ten days, recorded in a book kept for that purpose, and authenticated by the signatures of the Mayor and Town Clerk. Unless a later date is specified in the text of the ordinance, an ordinance other than an emergency ordinance, shall take effect and be enforced ten days after the first date of such publication. Emergency ordinances for which immediate effectiveness is deemed necessary for the immediate preservation of the public peace, health or safety shall take effect immediately upon passage, after a public hearing, by an affirmative vote of three-fourths of the members of Town Council present, and shall be subject to the requirements of Section 6.3 of the Home Rule Charter.

G. Any questions pending before the Town Council may be referred to the appropriate committee, or to a special committee, for its consideration and report. When a question has been referred to a committee, such committee shall report thereon with its recommendation at the next meeting. Committees shall be established as set forth in Chapter 2.50 of this Code.

H. Except when required by the Charter, any of the provisions of this Section may be temporarily suspended in connection with any matter under consideration by a recorded vote of three-fourths of the Council Members present, except that this shall not be construed to permit any action that is contrary to State statute.

2.04.050 ~~Four-year terms for trustees~~Form of ordinances.

~~At the April, 1988, election, six trustees shall be elected. The three candidates for trustee receiving the highest number of votes shall be elected for four-year terms, and the three candidates for trustee receiving the next highest numbers of votes shall be elected for two-year terms. At the next subsequent regular election and at each regular election thereafter, three trustees shall be elected to serve four-year terms. No elected member shall serve more than two consecutive terms in office. Terms are considered consecutive unless they are at least a term apart.~~ The form of all ordinances shall be as set forth in Charter Section 6.4.

2.04.060 ~~Style of ordinances~~Intergovernmental contracts.

The ~~style~~ form of all ordinances ~~hereafter made, and adopted by the Town shall be "BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF MONUMENT."~~ shall be as set forth in Charter Section 6.4. The Town Council shall have the authority to enter into contracts with one or more governments as set forth in Part 2, Article 1, Title 29, C.R.S. Any such contract shall state the purpose, powers, rights, obligations, and responsibilities, financial and otherwise, of the parties. Such contract shall be approved by the Town Council by resolution or ordinance

Chapter 2.08 MAYOR

2.08.010 Duties.

The ~~m~~Mayor shall preside ~~over~~ at ~~the~~all meetings of the ~~Board of Trustees~~Town Council, and shall have the powers and duties set forth in Charter Section 2.4~~perform such duties as may be required by statute or ordinance~~.

~~A. Insofar as required by statute, and for all ceremonial purposes, the mayor shall be the executive head of the Town. The mayor shall be the presiding officer of the Board of Trustees, and shall have the same voting powers as any member of the board.~~

~~B. The mayor shall execute and authenticate by the signature such instruments as the trustees, or any statutes or ordinances, shall require.~~

~~C. Except as may be required by statute, the mayor shall exercise only such powers as the trustees shall specifically confer upon him or her.~~

2.08.020 Mayor ~~p~~Pro ~~t~~Tem.

~~At its first meeting, following biennial election, the board shall choose one of the trustees as mayor pro tem who, in the absence of the mayor from any meeting of the board or during the mayor's absence from the Town, or the mayor's inability to act, shall perform the duties of mayor.~~The Town Council shall elect a Mayor Pro Tem who shall have the duties, powers, rights, and privileges as set forth in Charter Section 2.5.

2.08.030 Acting ~~m~~Mayor.

In the event of the absence or disability of both the ~~m~~Mayor and the ~~m~~Mayor ~~p~~Pro ~~t~~Tem, the ~~trustees~~ Town Council may designate another ~~of its~~ Council ~~m~~Member~~s~~ to serve as acting ~~mayor~~ Mayor Pro Tem during such absence or disability.

2.08.040 ~~Qualification.~~Reserved.

~~The mayor shall be the resident of the Town for one year and a qualified elector in the Town. If the mayor shall move from, or become, during the term of office, a nonresident of the Town, the mayor shall be deemed thereto to have vacated office, upon adoption by the board of the trustees of a resolution declaring such vacancy to exist.~~

2.08.050 ~~Four-year term.~~Reserved.

~~At the April, 1988, election, and at the regular election every four years thereafter, a mayor shall be elected to serve a four-year term.~~

Chapter 2.12 TOWN MANAGER

2.12.010 ~~Appointment~~Hiring~~,~~ ~~and~~ qualifications and duties.

The ~~Board of Trustees~~Town Council shall ~~appoint~~ hire a Town ~~m~~Manager, whose appointment, qualifications, dismissal, powers and duties shall be as set forth in Article VII of the Charter. ~~and shall enter into a Town manager employee agreement. The Town manager employee agreement shall contain specific terms of the manager's duties, compensation, benefits and other provisions as relating to the manager's employment, which agreement as adopted by the Town board as amended from time-to-time, shall be in addition to the provisions of this chapter.~~

2.12.020 ~~Oath~~Vacating Office.

~~Before entering upon duties of the office, the Town manager shall take an oath of office. When he or she shall vacate such office he or she will~~ Upon being terminated or vacating office, the Town Manager shall turn over ~~to his or her successor~~ all moneys, books, papers, and property belonging to the Town as directed by the Town Council ~~and remaining in his or her charge as manager~~.

2.12.030 ~~Duties~~Reserved.

~~The Town manager shall perform the following duties:~~

~~A. The Town manager shall be the chief administrative officer of the Town and shall be responsible to the Board of Trustees for the performance of the duties of the office. The Town manager shall supervise and coordinate the affairs of the Town and shall have general supervision and control over the Town employees and their work and shall, at board direction, control and coordinate the activities of the appointed officials of the Town. Additionally, the Town manager shall be responsible for implementing and carrying out the policies adopted by the Board of Trustees, and performing such functions as the Board of Trustees may request from time to time.~~

~~B. The Town manager shall advise the Board of Trustees regarding areas within the manager's responsibility including the following: coordinate planning in all areas of municipal responsibility; manage municipal utilities; continuously assess and make recommendations to provide for future needs; represent the Town as required before and in various organizations; prepare the annual Town budget within guidelines established by the Board of Trustees; provide technical, organizational and supervisory skills in areas of project administration, community development, grant-in-aid applications, public safety, transportation and local administration.~~

~~C. The Town manager shall report to and be supervised by the Board of Trustees.~~

2.12.040 ~~Compensation~~Reserved.

~~The Town manager shall be compensated in an amount to be determined by the Board of Trustees which shall have the authority to amend the compensation as it believes necessary. Such compensation shall be in compliance with the terms of the manager's employment agreement.~~

Chapter 2.16 TOWN CLERK

2.16.010 ~~Appointment~~Hiring.

The ~~Board of Trustees~~Town Manager shall ~~appoint~~ hire ~~some~~ a qualified person as Town Celerk.

2.16.015 Deputy ~~e~~Clerk.

The Town ~~e~~Clerk shall choose a Deputy Clerk~~,~~ who, in the absence of the Town ~~e~~Clerk~~,~~ or in addition to the Town ~~e~~Clerk, shall perform the duties of the Town ~~e~~Clerk.

2.16.020 ~~Oath~~Reserved.

~~Before entering upon the duties of the office, the clerk shall take an oath of office.~~

2.16.030 Duties.

The Town Clerk shall perform the following duties:

A. ~~The Town clerk shall be the~~Serve as clerk of the ~~board~~ Council, ~~and shall~~ attend all Town Council meetings, ~~of the board~~ and ~~shall~~ keep a permanent journal of ~~its~~ Council proceedings.

B. ~~The Town clerk shall be the~~Serve as custodian of all ~~the~~ Town~~'s~~ records ~~and~~ with such records ~~shall be~~ open at all reasonable times for inspection by the public~~electors of the Town~~.

C. ~~The Town clerk shall e~~Certify~~,~~ by signature, keep, and maintain all ordinances and resolutions enacted or passed by the ~~board~~Town Council. These must be kept in such form as is sufficient to assure reasonable access to the public.

D. ~~The Town clerk shall p~~Provide and maintain in the clerk's office a supply of forms for all petitions required to be filed for any purpose provided by the ~~board~~Town Council.

E. ~~The Town clerk shall perform such other duties as may be prescribed for the clerk by law or by the Board of Trustees.~~Exercise all powers and authority granted to the Clerk by the Colorado Municipal Election Code of 1965 and Title 1, Colorado Revised Statutes.

F. ~~The Town clerk shall p~~Perform such other duties as may be prescribed for the ~~e~~Clerk by law or the Town Manager ~~or by the Board of Trustees~~.

Chapter 2.20 ~~TOWN TREASURER~~FINANCE DIRECTOR

2.20.010 ~~Appointment~~Hiring.

The ~~Board of Trustees~~Town Manager shall ~~appoint~~ hire ~~some~~ a qualified person as Finance Director~~Town treasurer~~.

2.20.020 ~~Oath~~Vacating Office.

~~Before entering upon the duties of the office, the treasurer shall take an oath of office. When he or she shall vacate such office he or she will~~Upon being terminated or vacating office, the Finance Director shall turn over and deliver to the~~ir treasurer's~~ successor all moneys, books, papers, property, or things belonging to the Town as directed by the Town Council~~of Monument and remaining in his or her charge as treasurer~~.

2.20.030 Duties.

The ~~Town treasurer~~Finance Director shall perform ~~the following duties~~such duties as may be prescribed by the Town Manager.~~:~~

~~A. The treasurer shall receive all moneys belonging to the Town of Monument and give receipts therefore; shall keep the treasurer's books and accounts in such manner as may be prescribed by the board; shall keep a separate account of each fund or appropriation and the debts and credits belonging thereto; and shall report to the board at each regular monthly meeting thereof, the state of the treasury at the date of such account, and the balance of money in the treasury. The treasurer shall also accompany such statement of accounts with a statement of all moneys received in the treasury and on what account, during the preceding month, together with all warrants redeemed and paid by the treasurer, and such warrants and their supporting vouchers shall be delivered and filed in the clerk's office upon every day of such statement. All books and accounts of the treasurer shall always be subject to the inspection of any member of the board.~~

~~B. Treasurer's Annual Report. Annually, within thirty (30) days after the close of the fiscal year, the Town treasurer shall make out a full and detailed account of all receipts and expenditures of the Town, and all of the treasurer's transactions as treasurer during the preceding fiscal year, and shall show in such account the state of the treasury at the close of the fiscal year. Such account shall be available for public inspection at the next regular board meeting following preparation of the report.~~

~~C. If there shall be no funds in the treasurer's hands for the payment of any Town warrant presented to the treasurer for such payment, it shall be the treasurer's duty to register such warrant in a book to be kept by the treasurer for that purpose, and the treasurer shall endorse upon all such warrants so presented to the treasurer the time and date of such registry. Whenever, the treasurer shall pay such warrant, the treasurer shall enter the payment and the amount of interest allowed or paid on such warrant in the registry.~~

~~D. The treasurer shall perform all other duties, keep all records, and make all reports that are required by other provisions of this code or by the laws of the state of Colora~~

Chapter 2.24 TOWN ATTORNEY

2.24.010 Appointment.

The ~~Board of Trustees~~Town Council shall appoint ~~some~~ a qualified attorney to serve as Town Attorney ~~at law~~in accordance with the procedures and qualifications set forth in Charter Section 8.2.~~ as the Town attorney and shall fix compensation. Such appointment shall occur upon~~

~~the anniversary date of the previous appointment of the attorney or some other convenient time as determined by the Board of Trustees. In case a vacancy shall occur in the office of Town attorney, the board shall appoint a Town attorney for the unexpired term. The Town attorney shall continue to serve until a replacement is duly appointed.~~

2.24.020 Duties.

The Town ~~a~~Attorney shall perform the following duties:

A. ~~The Town attorney shall act as~~ Be the legal representative and advisor of the Town, as directed by~~to, and be attorney and counsel for,~~ the ~~board~~Town Council~~, and shall be responsible solely to the board~~. As directed by the Town Council, ~~The~~ the Town ~~a~~Attorney shall advise ~~any~~ the Town Manager, and other Town personnel as authorized by the Town Manager, on legal matters affecting the Town.~~officer or any department head of the Town in matters~~ as needed. ~~relating to the attorney's official duties when so requested by the board and shall file with the clerk a copy of all written opinions given by the attorney~~.

B. ~~The Town attorney shall p~~Unless a separate prosecuting attorney is hired by the Town Council, ~~P~~rosecute prosecute ordinance violations and ~~shall~~ conduct ~~for the Town,~~ cases in the Town ~~m~~Municipal ~~c~~Court,~~. The attorney shall~~ file~~ing~~ with the Municipal Court ~~c~~Clerk~~,~~ copies of ~~such~~ records and files relating thereto.

C. ~~The Town attorney shall p~~Prepare or review all ordinances, contracts, bonds, and other written instruments ~~which are~~ submitted by the ~~board~~ Town Council and ~~shall~~ promptly ~~give an~~ opin~~c~~ion as to ~~the~~their legal consequences ~~thereof~~.

D. ~~The Town attorney shall c~~Call to the Town Council's attention ~~of the board~~ all matters of law, ~~and~~ including changes or developments ~~therein~~, affecting the Town.

E. ~~The Town attorney shall p~~Perform such other duties as ~~may be~~ prescribed by the ~~board~~Town Council.

Chapter 2.28 TOWN ~~OFFICERS AND~~ EMPLOYEES GENERALLY

2.28.010 Salaries—~~Appointed officials and~~Town employees.

All ~~appointed officers and~~Town employees ~~of the Town~~ shall receive such salary as ~~shall~~ set ~~be approved~~ by the Town ~~m~~Manager and~~/or~~ approved by the ~~Board of Trustees~~Town Council through the annual budget process or periodic budget amendments.

2.28.020 ~~Oath~~Reserved.

~~All officers elected or appointed in any capacity shall take an oath to support the Constitution of the United States and the Constitution of the State of Colorado, and ordinances of the Town.~~

Chapter 2.32 POLICE DEPARTMENT

2.32.010 Creation—Composition.

~~There is created a~~ The Town police department ~~for the Town which~~ shall consist of one ~~p~~Police ~~c~~Chief and as many police officers as ~~may~~are, from time to time, ~~be~~ deemed necessary for the safety and good order of the Town as approved by the Town Council through the annual budget process or periodic budget amendments. The Police Chief and all police officers shall be peace officers certified by the peace officers standards and training board.

2.32.020 Departmental rules and regulations.

The police department shall be operated and managed in accordance with ~~such~~ the departmental rules and regulations ~~as~~ set forth by the ~~Chief of~~ Police Chief and approved by the Town Manager, except that the police department shall be subject to the human resources policies applicable generally to Town employees.

2.32.025 Authority to hire, supervise, and terminate the ~~chief of p~~Police Chief.

~~The police chief of the Town shall be employed by t~~The ~~t~~Town ~~m~~Manager ~~who~~ shall have the duty and ~~the~~ authority to hire, supervise, and terminate the Police ~~c~~Chief. ~~of police and, if necessary, to terminate the cChief from the chief's~~his ~~official duties.~~ The ~~chief of p~~Police Chief shall ~~be responsible~~report to the Town ~~m~~Manager and shall be ~~defined as~~ a department director. The ~~chief of p~~Police Chief shall be subject to the Town personnel policies ~~of the Town as they now exist or as they may in the future be ameded~~ in the same manner as any other Town employee ~~of the Town~~.

2.32.030 Police ~~c~~Chief—Powers and duties.

The ~~p~~Police ~~c~~Chief shall be ~~the~~ head of the police department and shall have the ~~same~~ powers and authority conferred on police chiefs and municipal police departments by state statutes and Town ordinances. ~~that sheriffs have by law, coextensive with the county in cases of violation of town ordinances, for offenses committed within the limits of the town.~~ The ~~p~~Police ~~c~~Chief shall execute all writs and processes directed to the Police ~~c~~Chief by the municipal judge in ~~any~~ cases arising under a ~~t~~Town ordinance and receive the same fees for services that sheriffs are allowed in similar cases.

2.32.040 Police officers—Duties.

All ~~members~~ police officers of the police department shall have the powers and duties to ~~as follows~~:

A. ~~They shall p~~Perform all duties required of police officers.

B. ~~They shall b~~Be the Town enforcement officers ~~of the Town~~ and ~~shall see that~~ensure compliance with the provisions of this ~~c~~Code and ~~the code of the s~~State ~~of Colorado~~ statute ~~are complied with~~. They shall arrest, without process, all persons who in their presence ~~engaged in the~~ violat~~cion in their presence~~ ~~of~~ any provision of this ~~c~~Code or ~~the law of the s~~State law. Upon ~~such~~ arrest, they shall forthwith convey ~~such~~ offenders ~~before~~ to the proper officer to be dealt with according to law; provided, that they may incarcerate any person whom they ~~shall~~ arrest at a late and

unusual hour of the night until the following morning, and provided further that in the ~~special~~ cases relating to traffic offenses, they may release an arrested person upon the person's written promise to appear in court.

C. ~~They shall r~~Report known ~~such~~ offenses ~~as may come to their knowledge~~ to the proper Town official or ~~they shall report the same to the municipal~~ Municipal ~~j~~Judge, securing a warrant for the arrest of offenders when desirable.

D. ~~They shall e~~Execute and return all writs and process ~~to them~~ as directed by the ~~m~~Municipal ~~j~~Judge in ~~any~~ cases arising under a Town ordinance, and ~~they may~~ serve the same in any part of the county in which the Town is situated.

E. ~~They shall o~~Observe the condition of ~~the~~ Town streets, sidewalks, and alleys ~~of the Town,~~ and take necessary measures to remove or abate~~of~~ any obstructions, nuisances, or impediments therein~~, and shall take necessary measures to remove or abate the same~~.

2.32.050 Oath ~~and bond~~.

Before entering upon the duties of office, each police officer shall take ~~and subscribe~~ an appropriate oath ~~to support the Constitution and laws of the state of Colorado, the Constitution of the United States, and the ordinances of the Town and to faithfully perform the duties of the office upon which he or she is about to enter~~of office.

2.32.060 Uniforms.

~~Every police officer shall wear at all times w~~While on duty, every police officer shall wear a uniform of the type and quality prescribed by the ~~Chief of~~ Police Chief. Based upon assignment, the Police Chief may modify this requirement ~~the wearing of a uniform may be modified~~ at the Chief's discretion.

2.32.070 Duty of citizens to aid.

It shall be the duty of all persons, when called upon by any police officer, to promptly aid and assist such officer in ~~the~~ discharginge ~~of the officer's~~ their duties.

2.32.080 Extraterritorial duty.

The ~~p~~Police ~~c~~Chief may, in the chief's discretion, upon request of a county sheriff or the police chief or person exercising the functions thereof in any other jurisdiction, assign Town police officers ~~under his or her control~~, together with such equipment as the ~~c~~Chief ~~shall~~ deems ~~to be~~ proper, to perform temporary duty in the requesting jurisdiction.

2.32.090 Reserve police—Appointment—Powers.

The ~~m~~Mayor may,~~,~~ without Town Council approval and upon an emergency, riot, pestilence, invasion, or at any time ~~the mayor shall~~he deems necessary for the peace, good order, or health of the Town, order the ~~p~~Police ~~c~~Chief to appoint reserve police officers for a specified time~~,~~ not exceeding two days~~, without the approval of the board~~. The ~~m~~Mayor may also, with the approval of a majority of ~~the Board of Trustees~~Town Council, order the ~~p~~Police ~~c~~Chief to appoint

~~such~~ a number of reserve police officers as ~~may be~~ ~~agreed upon~~ approved by the ~~board~~Council~~,~~ to serve upon days of election, public celebration, and holidays. ~~, and t~~The reserve police officers shall have and possess all the powers and privileges of regular police officers during the time for which they ~~may be~~are appointed.

Chapter 2.36 MUNICIPAL COURT

Article 1. Creation, Composition, and Jurisdiction

2.36.010 ~~Definitions~~Reserved.

~~As used in this chapter, the following terms shall have the following meanings:~~

~~"Municipal court" means the municipal court for the Town.~~

~~"Municipal judge" means the municipal judge for the Town.~~

2.36.020 Municipal ~~c~~Court created.

~~A qualified municipal court of record in and for the Town is created and established~~Pursuant to Charter Section 8.1, there is hereby created and established ~~a~~ the Municipal Court.

2.36.030 Sessions.

~~Beginning March 1996, r~~Regular sessions of the M~~onument m~~unicipal ~~c~~Court shall be held on the ~~second~~ third Wednesday of each month at ~~nine~~six ~~a~~p.m. at the Town Hall located at ~~166 Second~~645 Beacon Lite Road ~~Street~~, Monument, Colorado.

2.36.040 Municipal ~~j~~Judge—Appoint~~-~~ment—Removal.

The ~~m~~Municipal ~~c~~Court shall be presided over by a ~~m~~Municipal ~~j~~Judge(s), an Associate or Assistant Municipal Judge to serve in the event the Municipal Judge is unavailable, has a conflict, or must otherwise recuse him/herself from a case, appointed in compliance with Charter Section 8.1(2) ~~by the board for a two-year term, to run from January 1, 1995 through December 31st of the next succeeding year, or until a successor is appointed and duly qualified~~. Unless otherwise specified by the Town Council when appointed, the term of appointment for the Municipal Judge shall expire at the conclusion of the calendar year for which the appointment is made. The ~~m~~Municipal ~~j~~Judge(s) ~~shall be appointed and~~may be removed in accordance with ~~Title 13, Article 10 of the Colorado Revised Statutes~~Section 13-10-105(2), C.R.S.

2.36.050 Municipal ~~j~~Judge—Qualifications.

The qualifications for ~~the m~~Municipal ~~j~~Judge(s) shall be as set forth in Charter Section 8.1(2). ~~consistent with those qualifications set forth in Title 13, Article 10 of the Colorado Revised Statutes and the municipal judge shall be currently admitted to and licensed to practice law in the state of Colorado.~~

2.36.060 Oath and bond.

Before entering upon the duties of office, the ~~m~~Municipal ~~j~~Judge shall take an appropriate oath or affirmation administered by the ~~m~~Municipal Court ~~c~~Clerk or other person designated by the Town Council ~~Board of Trustees~~ to support the Constitution of the United States and the Constitution and laws of the state of Colorado and the Charter and ordinances of the Town and to faithfully perform the duties of office. ~~The board waives the municipal judge's performance bond required by the Colorado Revised Statutes.~~

2.36.070 Municipal ~~j~~Judge—Salary.

The Municipal Judge shall receive compensation pursuant to the terms set forth in Charter Section 8.1(3) ~~salary of the municipal judge and assistant judges shall be a fixed annual compensation set by the board by ordinance~~. Any appointed substitute ~~j~~Judge ~~appointed pursuant to Section 2.36.040~~ shall be paid based upon the number of court sessions served by such ~~j~~Judge. The ~~board~~ Town Council shall from time to time budget and appropriate monies necessary ~~for the~~to compensat~~c~~ion ~~of~~ the ~~m~~Municipal ~~j~~Judge(s), ~~assistant judges,~~ and substitute ~~j~~Judges.

2.36.080 Municipal ~~j~~Judge—Powers.

The ~~m~~Municipal ~~j~~Judge(s) shall have all the powers and authority set forth in Charter Section 8.1(1) and Section 13-10-112, C.R.S. ~~Title 13, Article 10 of the Colorado Revised Statutes.~~ All local rules issued by the presiding ~~m~~Municipal ~~j~~Judge ~~must~~ shall be reduced to writing.

2.36.090 ~~Clerk of the~~ ~~m~~Municipal ~~c~~Court Clerk.

There is established the position of ~~clerk of the m~~Municipal ~~c~~Court Clerk ~~is established~~. The ~~c~~Clerk shall be appointed by the ~~m~~Municipal ~~j~~Judge and shall have such duties as are delegated to the clerk by law, court rule, or the presiding ~~m~~Municipal ~~j~~Judge. The ~~board~~ Town Council waives the ~~c~~Clerk's performance bond required by ~~the~~ Colorado Revised Statute~~s~~.

2.36.100 Jurisdiction and powers of the ~~c~~Court.

The ~~m~~Municipal ~~c~~Court shall have the jurisdiction and powers ~~as~~ set forth in ~~Title 13, Article 10 of the Colorado Revised Statutes~~Charter Section 8.1(1).

2.36.110 Filing of reports.

The ~~m~~Municipal ~~c~~Court Clerk shall file monthly reports with the Town ~~c~~Clerk. The reports shall state the number of case~~s~~ filed in the Municipal ~~c~~Court and their dispositions. ~~thereof how the same were disposed of~~. All fines and costs collected by the Municipal ~~c~~Court during the preceding month shall be reported and paid to the Town's general fund ~~of the Town~~.

Article 2. Procedure

2.36.120 Rules of procedure.

Any rules of procedure contained in this ~~a~~Article~~,~~ or promulgated by the ~~m~~Municipal ~~j~~Judge~~,~~ that conflict with the ~~Rules of Procedure for~~ Colorado Municipal Court~~s~~ Rules of Procedure ~~as promulgated by the Supreme Court of Colorado~~ shall be invalid and have no force and effect.

2.36.130 Commencement of action.

An action for the violation of any Town ordinance ~~of the Town~~ shall be brought in the name of the Town by and on behalf of the people of the state of Colorado as plaintiff against the person ~~who is~~ alleged to have violated the ordinance(s) as defendant and shall be commenced by ~~the~~ filing ~~of~~ a complaint following an arrest, ~~or by the~~ issu~~ingance of~~ a summons ~~or citation~~after filing a complaint, issuing a summons and complaint, or by ~~both~~ filing a summons and complaint following arrest. Each act or series of related acts committed by the same person~~,~~ which constitut~~es~~~~ing~~ a violation of any ~~of the~~ provision~~s~~ of this ~~c~~Code~~,~~ may be consolidated for the purpose of filing a complaint, issuing and serving summons and subpoenas, trial, and appeal, but the Municipal ~~j~~Judge shall impose a separate fine or penalty for each offense ~~of~~ for which the defendant is convicted.

2.36.140 Content of complaint or summons, ~~—~~ ~~W~~warrant, and ~~—~~ ~~S~~subpoena.

A. Every complaint, ~~or~~ summons, or warrant shall state the name of the defendant, the ~~number of the~~Code chapter and section allegedly ~~to have been~~ violated, the type of offense to which each ~~of the~~ section(s) relates, the date and place of each alleged violation, ~~that the defendant is known or believed to have committed such offense~~a brief description of the offense charged, and that the defendant is required to appear before the Municipal Court to answer the charge ~~on~~ at a stated date, ~~and at a~~ time, and place ~~designated in the complaint or summons~~. ~~The complaint or summons, except as provided in this article,~~A summons shall be issued by the Municipal Court Clerk following the filing of a sworn complaint when it appears from the complaint that there is probable cause to believe that a violation has been committed and that the defendant committed it~~signed by the person alleging the violation and the complaint shall be verified by the complainant unless the complainant is a police officer or a member of the personnel of the court acting in his or her official capacity~~. ~~Each warrant shall state the name of the defendant, the section and chapter alleged to have been violated, the date and place of the alleged violation, and that the defendant is alleged to have committed the offense.~~ Each subpoena shall state the name of the Municipal Court, the title, if any, of the case, the name of the witness to whom ~~the subpoena~~it is directed, and that the witness is required to ~~appear~~ attend and ~~to~~ give testimony ~~on~~ at the date, ~~and at the~~ time, and place ~~stated in the subpoena~~specified therein.

B. It shall be sufficient to charge a violation ~~of the provisions~~ of this ~~c~~Code in a~~ny~~ summons or complaint by reference to the Code section and subsection, if any, providing for such violation.

C. Upon the filing of a verified sworn complaint by a person not a police officer, or a member of the personnel of the court acting in his official capacity, the judge, court clerk, or any authorized agent of the court may issue a summons, or the judge may issue a warrant against the defendant named in the complaint.

2.36.150 Witnesses.

The defendant and the Town shall be entitled to compel via subpoena the attendance of any witnesses subject to the Municipal Court jurisdiction of the municipal court. Upon athe written request of either the Town or Defendantto the municipal court for the attendance of a witness or witnesses subject to the jurisdiction of the court, the Municipal cCourt, Municipal Court Clerk, or counsel whose appearance has been entered in the particular case in which the subpoena is sought shall issue a subpoena for the appearance of a witness in the Municipal Court. Unless service is admitted or waived, a subpoena mustcause to be served upon such a witness a subpoena compelling his or her attendance at a given time in the municipal court for the purpose of giving testimony. All witnesses subpoenaed to appear shall be entitled to a fee of five dollars ($5.00) per day., and sSuch witness fees shall be paid by the party requesting the attendance of the witness and taxed as costs of the suit.

2.36.160 Deliverance ofService of summons or subpoena.

A. Any summons or subpoena issued in accordance withpursuant to this cChapter shall be served in any case by any Town police officer in the Town or in any particular case by any person specifically designated by the court for that purposeany other person who is not a party and who is not less than eighteen years of age.

B. Any person who shall fails to appear in response to aany summons or subpoena served on him or herthem shall be guilty of a violationgon of this cChapter and upon conviction shall be fined in an amount of not more thannot exceeding three hundred dollars ($300.00) or imprisoned for a period not exceeding ninety (90) days, or by both such fine and imprisonment.

2.36.170 Defects and objections as to form of summons.

The Municipal Court shall not consider anNo objection to the form of aany summons or complaint shall be considered by the court because ofregarding any defect unless defendant makes such objection was made by the defendant prior to trial of the case on its the merits, but trial of the case on its the merits shall not waive any objection theretofore made.

2.36.180 Bond may be given.

Every person arrested for a violationgon of the provisions of this cCode shall have the right to be taken before athe mMunicipal cCourt, or aMunicipal jJudge thereof, or the police chief, or a police officer designated by the police chief and to be admitted to bail upon his or her executing a cash surety or recognizance bond conditioned that he or she willon their appearance before the Municipal Court on a day and hour therein mentionedstated, or to which it is continued or transferredbefore the municipal court. and not depart the court, which bBond shall be in the amount adjudged sufficient by the jJudge or officer to insure thedefendant's appearance of the

~~defendant~~. Such bond shall be approved by ~~one of~~ the Municipal jJudge~~s of the municipal court~~ and ~~an~~ entered~~y of the filing thereof shall be made~~ in the court docket.

2.36.190 Forfeiture of bond.

I~~f in case~~ a~~ny~~ defendant in a~~ny~~ case before the ~~m~~Municipal ~~c~~Court ~~of the Town shall~~ fails to appear according to the terms, requirements, and conditions of his ~~or her~~ bond ~~for appearance or appearing, or shall depart the court without leave~~, the bond shall automatically be forfeited.

2.36.200 Surety liable—Proceedings commenced.

When~~re~~ a surety bond is forfeited, the surety on the bond shall pay the amount of the bond ~~in~~to the ~~m~~Municipal ~~c~~Court ~~up~~on the date of forfeiture subject to the procedures set forth in Municipal Court Rule of Procedure Rule 246(d)(3). Failure of the surety to satisfy a forfeiture bond ~~of forfeiture~~ shall result in ~~the~~ proceedings being instituted in a court of competent jurisdiction in the name and on behalf of the Town for ~~the~~ recovery of the bond penalty ~~of such bond named~~. The surety shall have the right to apply, in writing, to the ~~m~~Municipal ~~c~~Court~~, in open court,~~ within ~~thirty (~~30~~)~~ days from the date of forfeiture for a return of ~~the whole~~all or part of the bond amount paid to the ~~m~~Municipal ~~c~~Court. The application shall ~~be in writing and shall be supported by~~include an affidavit setting forth the grounds ~~for~~ supporting the demand. If good cause is shown by the surety for ~~the~~ return of ~~the whole~~ all or part of the bond amount, the ~~m~~Municipal ~~j~~Judge shall, in open court, order the return to the surety of the amount determined by the ~~m~~Municipal ~~j~~Judge ~~to be~~ due the surety. The surety shall have the right to institute a claim against the Town in a court of competent jurisdiction ~~for the~~to recover~~y of~~ any bond payment believed to be wrongfully held.

2.36.210 Default.

When a~~ny~~ defendant~~,~~ duly summoned or admitted to bail~~,~~ fails to appear at the designated time ~~his or her case is made returnable or~~ set for their return or trial, the ~~m~~Municipal ~~j~~Judge may issue a bench warrant for ~~the arrest of the~~ defendant's arrest, or ~~the municipal judge may~~ hear and examine the testimony offered ~~on the part of~~by the Town and ~~may~~ render default judgment ~~thereupon by default~~ against the defendant~~, and~~ in such amount ~~under the provisions of this code as they may~~ deemed just under this Code.

2.36.220 Session open to public.

All ~~cases in m~~Municipal ~~c~~Court cases shall be open to the public.~~; provided, h~~However, ~~that~~ where the type of offense charged and the nature of the case are such that it ~~would be to~~is in the best interests of the witnesses and/or defendant to exclude all persons not directly connected with the case, the ~~m~~Municipal ~~j~~Judge may order ~~that~~ the court ~~be~~ cleared of all persons not ~~so~~ directly connected with the case except qualified news agency representatives ~~of news agencies~~. This decision shall be solely in the discretion of the ~~m~~Municipal ~~j~~Judge.

2.36.230 Explanation of defendant's rights.

At the beginning of each ~~c~~Court session, the ~~m~~Municipal ~~j~~Judge shall explain to ~~the~~ defendant~~s~~ their rights in ~~m~~Municipal ~~c~~Court~~, as well as~~ and the order of trial. ~~; provided, however,~~

~~that t~~This may ~~be done~~otherwise be accomplished by distributing a pamphlet ~~distributed~~ to each defendant with the necessary information.

2.36.240 Continuance.

A person ~~who is~~ duly summoned~~,~~ who cannot be tried ~~on account~~because of the absence of witnesses or for ~~any~~ other good and sufficient cause~~,~~ may request in open court a continuance of his ~~or her~~ case. The ~~m~~Municipal ~~j~~Judge may continue the matter upon terms set by the ~~m~~Municipal ~~j~~Judge. Additional continuances may be granted upon application of ~~the~~ defendant or ~~the~~ defendant's attorney. However, in no case shall the total continuances exceed thirty (30) days~~,~~ unless it appears to the ~~m~~Municipal ~~j~~Judge that extreme hardship will result. Where a person ~~on appearance~~ is on bond and requests a continuance ~~is requested~~, the ~~m~~Municipal ~~j~~Judge shall have the power to continue the bond for a period of the continuance. Nothing ~~contained~~ in this ~~s~~Section shall affect the right of the Town ~~a~~Attorney to request a continuance.

2.36.250 Execution.

Every person against whom a~~ny~~ fine or penalty ~~shall be~~is assessed under ~~the~~ Town law~~s of the Town,~~ who ~~shall~~ refuse~~s~~ or neglect~~s~~ to pay the same when ~~demanded~~owed, may be committed ~~in default thereof~~ to the Town or County jail, or such other enclosure as ~~may from time to time be~~ designated by the ~~board~~ Town Council as a lawful place for ~~the detention~~detaining ~~of~~ Town prisoners, under the direction of the proper officers~~,~~ until the fine ~~and~~ or penalty is fully paid. ~~; such s~~Satisfaction ~~to~~will be allowed at the rate of three dollars ($3.00) per day of ~~twenty-four (~~24~~)~~ hours, or ~~as~~ in accordance with ~~s~~state law. ~~Any s~~Such person may be required to do any reasonable work; provided, however, that no single term of imprisonment shall exceed ~~ninety (~~90~~)~~ days. The ~~m~~Municipal ~~c~~Court shall discharge such person from further imprisonment ~~for such fine~~ when it ~~shall be made~~ satisfactorily ~~to~~ appear~~s~~ to the Municipal ~~j~~Judge that such person ~~has no estate whatever wherewith to~~ is indigent and cannot pay such fine or penalty.

2.36.260 Prisoner~~s required to~~ labor ~~for Town~~.

A~~ny~~ person committed to jail for ~~the~~ violating~~on of~~ this ~~c~~Code or in lieu of jail or fine may be required, when ordered ~~to do so~~ by the ~~m~~Municipal ~~j~~Judge, to work for the Town at such labor as ~~may be~~ designated by the Town Manager ~~mayor~~, either within or without the jail, but not exceeding eight hours a day as his ~~or her~~ strength ~~will~~ permit~~s~~.

2.36.270 Stay.

In ~~the~~ his discretion, ~~of~~ the ~~m~~Municipal ~~j~~Judge~~,~~ may grant a stay of execution ~~may be granted~~ to ~~enable~~ allow the defendant to pay the fine or penalty at a later date or in installments. I~~f~~n ~~case~~ the defendant ~~shall~~ does not ~~have~~ m~~e~~et the terms of the stay of execution, then the execution shall issue and ~~the~~ defendant shall be placed in jail until ~~said~~ judgment is satisfied.

2.36.280 ~~Persons in custody~~Reserved.

~~A person in custody who cannot be tried on account of the absence of witnesses or other cause and who cannot give bail for his or her appearance, may be confined to the Town jail not~~

~~exceeding three days and, in such case, the municipal judge shall deliver to the officer committing such person a commitment stating the cause of the detention~~.

2.36.290 Sentence suspen~~ded~~sion.

The ~~m~~Municipal ~~j~~Judge ~~is authorized to~~may suspend ~~the~~ payment of any fine or penalty, or any part thereof, assessed for ~~a~~ violating~~on of~~ this ~~c~~Code or any Town ordinance~~,~~ and ~~the municipal judge~~ may suspend all or any part of a~~ny~~ jail sentence imposed for such ~~a~~ violation within 13 weeks of sentencing. The ~~j~~Judge may impose reasonable conditions upon such suspension and revoke ~~such~~ the suspension and reinstate the sentence for ~~a~~ violating~~on of such~~ any conditions.

2.36.300 Fines paid to Town treasur~~er~~yer.

All fines or other monies collected in the ~~m~~Municipal ~~c~~Court for ~~the~~ violating~~on of~~ this ~~c~~Code or any ~~of the~~Town ordinance~~s of the Town~~ shall be reported by the Municipal ~~j~~Judge and paid to the Town treasur~~er~~yer each month.

Article 3. Trial by Jury

2.36.310 Trials.

~~A. All t~~Trials shall be to the court or by jury as set forth and in accordance with Section 13-10-114, C.R.S., and Rule 223, Colorado Municipal Court Rules of Procedure.~~, provided, however, that a defendant shall be entitled to a jury trial on any offense charged under this code or any ordinance of the Town if:~~

~~1. The offense is an offense for which a right to trial by jury is permitted by C.R.S. Section 16-10-109 as amended; and~~

~~2. Within ten (10) days after arraignment or entry of a plea, the defendant files a written jury demand with the court in which he or she is ordered to appear to defend against the charge, and at the same time tenders to that court a jury fee of twenty-five dollars ($25.00).~~

~~B. The jury shall consist of three jurors unless a greater number, not to exceed six, is requested by the defendant in the jury demand.~~

~~C. This section shall take effect May 12, 1997, and shall apply to offenses committed on or after that date.~~

2.36.320 Qualifications and exemptions of jurors.

Qualifications and exemptions of jurors shall be the same as provided in ~~the~~Section 13-71-105, C.R.S. ~~Colorado Revised Statutes~~.

2.36.330 Method of summoning jurors.

Upon demand ~~of the~~by defendant for a jury trial ~~by jury~~, the ~~m~~Municipal ~~c~~Court ~~or judge thereof shall issue a venire for the jury and shall issue his or her writ to any police officer or~~

~~marshal which shall be substantially in the following form~~shall select a jury pool from a jury list as is provided for courts of record.~~:~~

~~State of Colorado)~~

~~) ss~~

~~Town of Monument)~~

~~THE PEOPLE OF THE TOWN OF MONUMENT, STATE OF COLORADO, TO GREETING:~~

~~We command you to summon persons of your county who are residents of the Town of _____ to appear before me at ___ o'clock ___.M., on the ___ day of 19___, who are not of kin to _____, defendant, to make a jury between the People of the town of Monument, State of Colorado, and the said defendant in a plea of not guilty to a charge of a violation of one or more ordinances of the Town; because _____ the said defendant has demanded trial by jury; and have you then and there the names of the jury, and this writ.~~

~~WITNESS MY HAND AND SEAL, this ___ day of _____, 19___.~~

~~(SEAL)~~

~~Judge of the Municipal Court~~

2.36.340 Juror failing to appear—Penalty.

If any person summoned as a juror ~~shall~~ fails, neglects, or refuses to appear~~,~~ without reasonable excuse, ~~that person~~they shall be deemed guilty of contempt and fined or imprisoned as the Municipal ~~c~~Court may direct. The Municipal ~~c~~Court shall have the power to issue a citation directed to the ~~p~~Police ~~c~~Chief commanding the ~~c~~Chief ~~forthwith~~ to immediately bring before ~~such~~ the ~~c~~Court the ~~body of such~~ juror ~~so~~ who failed~~ing~~ to attend and for such juror to show cause why they ~~juror~~ should not be punished for contempt. ~~or, o~~On the appearance of ~~such~~ the juror on such citation, ~~it shall be lawful for~~ the ~~c~~Court may hold ~~to punish~~ the juror ~~for~~ in contempt or wholly discharge the juror if satisfactory excuse ~~be~~ is made.

2.36.350 Jury fees.

~~Persons summoned to jury duty pursuant to this chapter~~Jurors in Municipal Court shall be ~~entitled~~ paid ~~to~~ a juror's fee of six dollars ($6.00) per day for actual jury service and three dollars ($3.00) ~~per day or part of a day~~ for each day on the jury panel alone. ~~which they are summoned and the d~~Defendant shall, in all cases where~~in~~ a jury demand ~~for trial by jury~~ is made, pay such fees within ten ~~(10)~~ days of the demand for a jury or the jury demand shall be denied and the trial shall be converted to a trial to the court.

2.36.360 Waiver of jury fees.

Whenever ~~it shall be made satisfactorily to appear to~~ the ~~m~~Municipal ~~j~~Judge determines that a defendant who has made a jury demand~~, after all legal means have been exhausted, that any~~

~~person who is charged with a violation of an ordinance and who requests a jury, as provided in this chapter, has no estate whatever wherewith the~~is indigent and cannot pay the jury fees in advance as required, ~~it shall be the duty of~~ the ~~m~~Municipal ~~j~~Judge ~~to~~ shall waive the advance payment requirement~~. for advance payment; provided, however,~~ ~~i~~If the defendant is found guilty, the defendant shall be assessed the waived jury fees as part of the court costs.

2.36.370 Discharge of jurors.

The term of jury service shall be as indicated on the ~~venire facias~~jury summons.~~, and~~ ~~a~~A person who has ~~actually been in attendance~~served as a juror in the ~~m~~Municipal ~~c~~Court as ordered under the ~~venire facias~~jury summons for the period of time ordered ~~under~~ in the ~~venire facias~~jury summons and to the close of trial shall be discharged by the ~~c~~Court. ~~No juror shall be discharged until the close of the trial in which the juror may be serving and,~~ ~~i~~If ~~the~~ jury selection ~~of a jury~~ in ~~any~~ case has ~~been~~ begun, the ~~c~~Court ~~shall have the power to~~may retain the panel until ~~such~~ the jury is selected and sworn. A person discharged as prescribed in this ~~s~~Section shall be disqualified for jury service in the ~~m~~Municipal ~~c~~Court for the period of one year ~~thereafter~~from the date of their discharge.

2.36.380 Challenge for cause—Preemptory.

Challenges for cause shall be as provided for in the ~~Colorado Revised Statutes~~ Rule 224(d) and (e), Colorado Municipal Court Rules of Procedure. ~~and i~~In all cases arising under this ~~c~~Code or any Town ordinance, ~~of the Town wherein~~ when a jury is demanded, each party shall be entitled to three preemptory challenges.

2.36.390 Panel of jury not to be quashed for irregularity.

No array or panel of any jury shall be quashed, nor shall any verdict be ~~stayed~~ set aside or averted, by reason of the fact that the Court or jury commissioner has returned such jury or any of them in any informal~~ity~~ or irregular~~ity~~ manner ~~in the summoning or selecting of the jury which,~~ if in the opinion of the ~~c~~Court~~,~~ the irregularity is unimportant and insufficient to vitiate the return of ~~the~~ such jury.

2.36.400 Juror not to be disqualified for opinion.

No person summoned as a juror shall be disqualified to serve ~~as such~~ by reason of a previously formed or expressed opinion ~~with~~ referenc~~ing~~e ~~to~~ the guilt or innocence of the accused~~;~~ provided, however, that the ~~c~~Court shall be satisfied from ~~the~~ examin~~ingation of~~ the juror, or from other evidence, that the juror will render an impartial verdict according to the law and the evidence submitted to the jury in the trial ~~of such cause~~.

2.36.410 Trial court.

If a~~ny~~ defendant pleads guilty~~, or~~ is not eligible for a jury trial, waives the right to a jury trial, or fails to demand a jury trial, the ~~m~~Municipal ~~j~~Judge shall hear the evidence and render ~~a~~ judgment thereon.

2.36.420 Instructions to jury.

Jury instructions shall be determined and given in compliance with the procedures set forth in Rule 230 Colorado Municipal Court Rules of Procedure. The Municipal Judge shall also, ~~A~~at the conclusion of all ~~of the~~ evidence~~,~~ and before arguments of counsel, ~~the judge shall~~ read to the jury the Town ordinance or ~~c~~Code ~~section~~ allegedly ~~to have been~~ violated by the defendant ~~and shall orally instruct the jury as to any points of law the judge believes to be pertinent to the issues to be determined by the jury. Counsel for either of the parties may submit written instructions to the judge and, if the judge believes such instructions to be proper, the judge may read the same to the jury~~.

2.36.430 Jury verdict—Sentence.

Upon a jury returning a guilty verdict ~~of guilty~~, the Municipal ~~j~~Judge shall record the same, ~~and shall~~ proceed to fix or determine the punishment, penalty, or sentence, and ~~to~~ render judgment upon such verdict ~~for the punishment, penalty, or sentence so determined by the j~~Judge. Before imposing a sentence, the Municipal Judge shall afford defendant an opportunity to make a statement and present any information in mitigation of punishment. The prosecution shall also be given an opportunity to be heard on any matter material to imposing sentencing. If the jury returns a not guilty verdict ~~of not guilty~~, ~~the~~ defendant shall be discharged.

Article 5. Enforcement Process for Certain Code Violations

2.36.500 Purpose; scope.

The purpose of this Article 5 is to encourage prompt compliance with this Article ~~5~~ and prompt payment of penalties for violations thereof. This Article ~~5~~ provides for penalties ~~that~~ which may be imposed for violating~~on of~~ the following portions of this~~e~~ ~~Monument Municipal~~ Code:

A. Junk and Abandoned Vehicles as Nuisances - Title 8, Chapter 8.12.~~;~~

B. Construction Curfew/Noise Ordinances - Title 8, Chapter 8.20.~~;~~

C. Refuse Accumulations and Building Maintenance - Title 8, Chapter 8.24.~~;~~

D. Weed Violations - Title 8, Chapter 8.28.~~;~~

E. Offenses Against Public Safety - Title 9, Chapter 9.08.~~;~~

F. Snowstorm Governing Hazardous Situations - Title 10, Chapter 10.08.~~;~~

G. Streets and Sidewalks - Title 12, Chapter 12.04.~~;~~

H. Park and Recreation Areas - Title 12, Chapter 12.28.~~;~~

I. Zoning/Development Standards - Title 18, Chapter 18.03 and Chapter 18.05.~~; and~~

J. Signs - Title 18, Chapter 18.06.

2.36.510 Definitions.

For ~~the~~ purposes of Articles 5, 6, and 7 of this Chapter ~~2.36~~, the following terms shall have the below meanings assigned to them~~: below.~~

~~A.~~ "Applicable sections" means those sections in the ~~Monument Municipal~~ Code contained within the chapters listed in Section 2.36.500 above, except as provided otherwise in Section 2.36.500(J).

~~B.~~ "Code Officer" means the Town Manager, ~~the~~ Town Manager's designee, and any ~~P~~police ~~O~~officer, ~~P~~police ~~S~~service ~~A~~aide, or ~~any~~ other Town official or employee charged with enforcing the applicable sections.

~~C.~~ "Code violation" means a violation of an applicable section.

~~D. Days. When computing days the first day is excluded and the last day is included. If the last day of any period is a Saturday, Sunday, or state of Colorado legal holiday, the period is extended to the first day thereafter which is not a Saturday, Sunday, or state of Colorado legal holiday.~~

~~E.~~ "Town Manager" means the Town Manager or the Town Manager's designee.

~~F. Municipal Court means the Municipal Court for the Town of Monument.~~

~~G.~~ "Responsible party" means a person ~~who is~~ alleged to have violated the applicable sections.

2.36.515 Authority.

A. A~~ny~~ responsible party violating applicable sections may be issued a citation by a Code Officer ~~as provided in this Article 2~~ or a penalty assessment notice consistent with a penalty assessment schedule adopted by the ~~m~~Municipal ~~j~~Judge consistent with the Colorado Municipal Court Rules of Procedure Rule 210(b)(4) and (b)(5).

B. Notwithstanding any other provision of the~~is~~ ~~Monument Municipal~~ Code, responsible parties cited under the provisions of this Article ~~5~~ shall have only the appeal rights granted herein.

C. Citations shall be issued only after the responsible party has received a notice and demand and has been given time to comply as stated in the notice and demand.

D. Upon issuing~~ance of~~ a citation for ~~a~~ violating~~on of~~ an applicable section, no additional citation shall be issued for the same violation for ten ~~(10)~~ days or, if the responsible party appeals, until after the appeal has been heard and the responsible party has not complied with a~~n~~ Municipal Court order ~~of the Municipal Court~~ within ten ~~(10)~~ days of its issuance or such other time as the Municipal Court has specified.

E. A fine assessed on a citation or ~~a~~ penalty assessment notice shall be payable to the Town~~ of Monument~~. ~~A responsible party may appeal a citation or penalty assessment notice under Section 2.36.535.~~

2.36.520 Notice and demand.

A. A Code Officer may issue a notice and demand to the ~~alleged~~ responsible party. The notice shall provide the following information, where applicable:

1. The location of the violation.~~;~~

2. The date and approximate time the violation was observed or allegedly committed.~~;~~

3. The property in violation, if applicable, by address, legal description, or general description that allows identification of the property.~~;~~

4. The applicable ~~Monument Municipal Code~~ section violated together with a description of the violation.~~;~~

5. A description of the action required to correct the violation.~~;~~

6. A demand that the violation be corrected or abated on or before a specified time and date~~. The time and date~~ which shall be not less than seven days from the date of the notice.~~; and~~

7. A statement that~~,~~ if the violation is not corrected or abated on or before the date and time stated in the notice, the Town may, at its option, pursue enforcement alternatives including issuing~~ance of~~ a citation.

B. Service of a notice and demand on the responsible party shall be by any of the following means:

1. The Code Officer may personally deliver a copy of the notice and demand to a responsible party.~~; or~~

2. A copy of the notice may be~~;~~ transmitted electronically by the Code Officer~~;~~ or mailed by first class mail to the last known address of a responsible party as reflected on the County Assessor's website, driver's license records, state-issued identification, or vehicle registration records.~~; or~~

3. A copy of the notice and demand may be posted in a conspicuous place at the site of the violation.

C. The Town's provision of notice to the responsible party pursuant to Paragraph B.2. of this Section ~~to the responsible party~~ shall be considered adequate notwithstanding any error in the State's or County's records.

D. Notice shall be deemed served ~~on the earliest of~~if personally served or electronically transmitted on the date received by the responsible party, or if by mailing or posting on the fifth day after such mailing or posting.~~:~~

~~1. The date of receipt by the responsible party, if personally served;~~

~~2. The date received by the responsible party if electronically transmitted;~~

~~3. The fifth day after the mailing of the notice and demand; or~~

~~4. The fifth day after posting the notice and demand.~~

2.36.525 Citation.

A. If the responsible party ~~has~~ fail~~sed~~ to correct the violation noted in the notice and demand within the time provided on such notice, a Code Officer may issue a citation to the responsible party by the methods described in Subsection 2.36.520(B) of this Code.

~~B. The Code Officer may issue the citation to the responsible party by the methods described in Subsection 2.36.520(B) of the Monument Municipal Code.~~

~~C~~B. The Code Officer shall attempt to obtain the signature of the person receiving the citation on the citation. If that person refuses or fails to sign the citation, the failure or refusal to sign shall not affect the validity of the citation ~~and~~ or subsequent proceedings.

~~D~~C. Notice shall be deemed served ~~on the earliest of~~if personally served or electronically transmitted on the date received by the responsible party, or if by mailing or posting on the fifth day after such mailing or posting.~~:~~

~~1. The date of receipt by the responsible party, if personally served;~~

~~2. The date received by the responsible party if electronically transmitted;~~

~~3. The fifth day after the mailing of the citation; or~~

~~4. The fifth day after posting the citation.~~

2.36.530 Citation ~~C~~contents ~~of citation~~.

The Citation shall provide the following information, where applicable:

A. The ~~citation shall state the~~ location of the violation.~~s~~

B. ~~and t~~The date and approximate time the violation~~s were~~ was observed or allegedly committed.

~~A.~~C. ~~Where applicable, the citation shall identify t~~The property in violation, if applicable, by address, ~~or~~ legal description, or general description that allows identification of the property.

~~B~~D. The ~~citation shall refer to the~~ applicable section~~s~~ violated ~~and~~together with a descriptionbe of the violation~~s~~.

~~C~~E. The ~~citation shall state the~~ amount of fine imposed for the violation.

~~D~~F. ~~The citation shall~~An ~~explain~~explanation of how the fine shall be paid, the time period by which it shall be paid, and the consequences of failure to pay the fine.

~~E~~G. ~~The citation shall~~A brief~~ly~~ statement of the process for appealing the citation.

2.36.535 Appeal of citation or penalty assessment notice.

A. A person served with a citation or penalty assessment notice may file a notice of appeal within five days from the service of the citation or penalty assessment notice. Compliance with this time limit shall be a jurisdictional prerequisite to any appeal brought under this Article ~~5~~, and failure to comply shall bar any such appeal.

B. The notice of appeal shall be made in writing and ~~shall be~~ filed with the Municipal Court in person, or by facsimile transmission, ~~by~~ mail, or electronic mail. The notice shall include the responsible party's mailing address~~,~~ and, when available, email address.

C. Written notice of the date, time, and location of the hearing shall be personally served upon or sent by electronic mail or first-class mail to the responsible party at

least five calendar days prior to the hearing date ~~of the hearing~~. The hearing shall be held no more than ~~twenty-one (~~21~~)~~ days after a timely filed notice of appeal.

2.36.540 Appeal procedures.

A. The parties to an appeal shall be the responsible party and the Town. Parties may be represented by legal counsel. Each party may call and question witnesses, cross-examine witnesses, and present evidence in support of its case.

B. The responsible party shall have the burden~~standard~~ of proof ~~required is~~ by a preponderance of the evidence.

C. Hearings shall be recorded by electronic means and transcripts of such recordings ~~shall be~~ made at the expense of the party requesting the transcript.

D. The ~~m~~Municipal ~~j~~Judge may uphold the citation or penalty assessment notice and all fines, ~~or~~ dismiss the citation or penalty assessment notice and all fines, or ~~may~~ waive or conditionally reduce the fines. The ~~m~~Municipal ~~j~~Judge may also impose conditions and deadlines to correct the violation~~s~~ or require payment of any outstanding fines.

E. I~~f~~n ~~the event that~~ the ~~m~~Municipal ~~j~~Judge does not dismiss the citation or penalty assessment notice, the ~~m~~Municipal ~~j~~Judge shall assess reasonable costs of not less than twenty-five dollars ($25.00)~~,~~ but not ~~to~~ exceeding fifty dollars ($50.00).

F. The judgment of the Municipal ~~c~~Court shall become final on the date of mailing the judgment to the responsible party. A copy of the judgment shall be provided to the Code Officer.

2.36.545 Failure to attend appeal.

A~~ny~~ responsible party who fails to appear at the hearing is deemed to waive the right to a hearing ~~and~~ on the adjudication of the issues related to the hearing, provided that proper notice of the hearing ~~has been~~was provided.

2.36.550 Fines assessed.

A. Unless specified in the penalty assessment schedule adopted by the ~~m~~Municipal ~~j~~Judge consistent with the Colorado Municipal Court Rules of Procedure Rule 210(b)(4) and (b)(5) for penalty assessment notices, the fines assessed for each citation or penalty assessment notice issued for violating~~ons of~~ the applicable code sections are as follows:

1. First citation: ~~T~~two hundred fifty dollars ($250.00).

2. Second citation for violating~~on of~~ the same ~~code~~ applicable section within a twelve-month period: ~~F~~five hundred dollars ($500.00).

3. Third and each subsequent citation for violating~~on of~~ the same ~~code~~ applicable section ~~occurring~~ within ~~in~~ a twelve-month period: ~~O~~one thousand dollars ($1,000.00).

B. Each day of a violation of an applicable section constitutes a separate violation.

C. All fines assessed shall be payable to the Town ~~of Monument~~.

2.36.555 Failure to pay fines.

~~1~~A. ~~The f~~Failure of a~~ny~~ responsible party to pay ~~the~~ fines assessed by a citation or penalty assessment notice within the time specified on the citation, penalty assessment notice, or judgment, if a Municipal Court hearing was held, may result in the imposition of a late fee of fifty dollars ($50.00).

~~2~~B. I~~f~~n ~~the event of failure to pay~~ all fines assessed are not paid, the Town Clerk may collect ~~such~~ unpaid amounts pursuant to Section 2.36.305.

Article 6. Voluntary Compliance Agreement

2.36.600 Purpose; scope.

The purpose of this Article 6 is to encourage voluntary compliance with the ~~Monument Municipal~~ Code. This Article ~~6~~ allows the Town to enter into voluntary compliance agreements for violations of the following portions of thi~~s Monument Municipal~~ Code:

A. Junk and Abandoned Vehicles as Nuisances - Title 8, Chapter 8.12.~~;~~

B. Construction Curfew/Noise Ordinances - Title 8, Chapter 8.20.~~;~~

C. Refuse Accumulations and Building Maintenance - Title 8, Chapter 8.24.~~;~~

D. Weed Violations - Title 8, Chapter 8.28.~~;~~

E. Offenses Against Public Safety - Title 9, Chapter 9.08.~~;~~

F. Snowstorm Governing Hazardous Situations - Title 10, Chapter 10.08.~~;~~

G. Streets and Sidewalks - Title 12, Chapter 12.04.~~;~~

H. Park and Recreation Areas - Title 12, Chapter 12.28.~~;~~

I. Zoning/Development Standards - Title 18, Chapter 18.03; and Chapter 18.05.~~; and~~

J. Signs on Private Property - Chapter 18.06.

2.36.610 ~~Voluntary compliance agreement —~~Authority.

A. When~~ever~~ a Code Officer determines that a code violation has occurred or is occurring, the Town will make reasonable efforts to secure voluntary compliance from the responsible party for the code violation. Upon contacting the responsible party ~~for~~ regarding the violation, the Town may enter into a voluntary compliance agreement as provided for in this Article ~~6~~. The Town is under no obligation to enter into a voluntary compliance agreement. ~~It is the responsibility of t~~The responsible party ~~to~~ shall correct the violation within the time specified in the warning notice, notice and order and/or stop work order.

B. A voluntary compliance agreement may be entered into at any time after a Code Officer determines there ~~to be~~was a violation of an applicable section.

C. ~~Upon e~~Entering into a voluntary compliance agreement constitutes a responsible party's ~~, a person~~ admi~~t~~ssion that the violations described in the voluntary compliance agreement existed and constituted a code violation.

D. The voluntary compliance agreement shall incorporate the shortest reasonable time period for compliance. An extension of the time limit for compliance or a modification of the required corrective action may be granted by the Code Officer in writing.

E. The voluntary compliance agreement is not a settlement agreement.

2.36.615 ~~Voluntary compliance agreement —~~Contents.

The voluntary compliance agreement is a written, signed commitment by the ~~person r~~Responsible Party ~~for a code violation~~ to take corrective action to remedy a code violation to achieve ~~c~~Code compliance. The voluntary compliance agreement shall include the following:

A. The name and address of the person responsible for the code violation.~~;~~

B. The address or other identification of the location of the violation, if applicable.~~;~~

C. A description of the code violation ~~and a~~with reference to the ~~provision(s) of the Monument Municipal Code which has been~~applicable section violated.~~;~~

D. A description of the ~~necessary~~ corrective action to be taken and identification of the date or time by which compliance must be completed.~~; and~~

E. The amount of the fine that may be imposed if the voluntary compliance agreement is not satisfied.

2.36.620 Failure to meet terms of voluntary compliance agreement.

If the terms of the voluntary compliance agreement are not completely met, and an extension of time has not been granted, the authorized Town representatives ~~of the Town~~ may proceed with the process to gain compliance, including, but not limited to, proceeding with a citation and/or application for abatement order.

Article 7. Abatement Action Process

2.36.700 Scope and purpose of application.

~~These rules are promulgated pursuant to Section 8.1 of the Home Rule Charter to govern practice and procedures for enforcement actions which are civil in nature.~~ The purpose of ~~T~~this Article ~~6~~7 is to provide~~s~~ for abatement actions for violations of the following portions of thi~~s~~e ~~Monument Municipal~~ Code:

A. Refuse Accumulations and Building Maintenance - Title 8, Chapter 8.24.~~;~~

B. Weed Violations - Title 8, Chapter 8.28.~~;~~

C. Zoning/Development Standards - Title 18, Chapter 18.03 and Chapter 18.05.~~; and~~

D. Signs on Private Property - Title 18, Chapter 18.06.

2.36.710 General procedure ~~for abatement actions~~.

~~A. Jurisdiction, duties and power. Pursuant to Colorado Constitution Article XX, Section 6 and Monument Municipal Code Section 2.36.020, the Municipal Court for the Town of Monument is vested with the jurisdiction, duties, and powers to hear and decide all cases under the ordinances of the Town.~~

~~B~~A. The Municipal Court has ~~the~~ jurisdiction to declare ~~the existence of a~~ violation~~s~~ of the applicable sections and issue an order enjoining or authorizing its restraint, removal, termination, or abatement by the responsible party~~, or by~~ the Town~~,~~ or ~~its~~ the Town's designated representative.

~~C~~B. A responsible party brought to hearing solely upon an application for abatement shall have no right to a trial by jury as contemplated by Section 13-10-114, C.R.S., or Colorado Municipal Court Rules of Procedure Rule 223 and ~~the~~ all hearing ~~of~~ applications for abatement shall be to the Municipal Court.

~~D~~C. The remedies provided in this Article ~~7~~ are cumulative and supplementary to any criminal ordinance or statute, other civil remedies, and any administrative proceedings to revoke, suspend, fine~~,~~ or take other action. The Town may pursue the remedies provided in this Article, criminal penalties provided by other ordinances, other civil actions or remedies, other administrative proceedings, or any one or more of these and may do so simultaneously or in succession.

~~E~~D. I~~f~~n ~~the event that~~ the Town pursues both criminal remedies provided in any other section, other civil remedies~~,~~ or other ~~the~~ administrative action remedies ~~of any administrative action~~ and the remedies of this Article, the abatement action provided in this Article shall not be delayed or held in abeyance pending the outcome of any proceedings in the other criminal, civil~~,~~ or administrative action~~,~~ or any action filed by any other person~~,~~ unless all parties to the action under this Article so stipulate.

~~F~~E. No party may file any counterclaim, cross-claim, third-party claim, or setoff of any kind in any action brought pursuant to the provisions of this Article ~~7~~.

~~G~~F. The Town may file a notice of lis pendens against the real property ~~subject to~~contemporaneously with ~~an~~ applyingcation ~~for~~ abatement.

2.36.715 Special statutory proceeding.

An application for abatement commenced pursuant to the provisions of this Article ~~7~~ shall be in the nature of a special statutory proceeding. The Colorado Municipal Court Rules of Procedure do not govern procedure and practice under this Article insofar as those rules are inconsistent or in conflict with the procedure and practice provided by this Article.

2.36.720 Notice and demand.

A. Upon becoming aware of a code violation ~~of an applicable section~~, a Code Officer may issue a notice and demand to the responsible party. The notice shall provide the following information, where applicable:

1. The location of the violation.~~;~~

2. The date and approximate time the violation was observed or allegedly committed.~~;~~

3. The property in violation by address, ~~or~~ legal description, or general description that allows identification of the property.~~;~~

4. The applicable section violated together with a description of the violation.~~;~~

5. A description of the action required to correct the violation.~~;~~

6. A demand that the violation be corrected or abated on or before a specified time and date~~. The time and date~~ which shall be not less than seven days from the date of the notice.~~;~~

7. A statement that~~,~~ if the violation is not corrected or abated on or before the date and time stated in the notice, the Town may, at its option, pursue an action for abatement pursuant to this Article and impose the costs thereof plus ten ~~(10)~~ percent for the costs of administration and ten ~~(10)~~ percent for the costs of collection.

B. ~~Delivery of the notice.~~ The Code Officer shall cause the notice to be ~~distributed~~ served as set forth in Section 2.36.520. Notice under this Article shall not apply when the Code Officer determines that the public health, safety, or welfare requires emergency action.

C. Notice provided to the responsible party pursuant to Section 2.36.520 of this~~e Monument Municipal~~ Code fulfills the ~~requirement to provide~~ notice ~~as~~ requirement set forth in this Section.

D. Notice provided pursuant to this Section is not required if any one of the following has occurred:

1. The Town issued a citation or penalty assessment notice to the responsible party pursuant to Sections 2.36.420 to 2.36.440~~.~~ of this~~e Monument Municipal~~ Code for the same violation within the last ~~twelve (~~12~~)~~ months.~~;~~

2. The Town issued a summons and complaint to the responsible party for the same violation within the last ~~twelve (~~12~~)~~ months.~~;~~

3. The responsible party entered into a voluntary compliance agreement with the Town pursuant to Section 2.36.600 through 2.36.620 of this~~e Monument Municipal~~ Code for the same violation.

2.36.725 Application for abatement order and notice of hearing.

~~Upon the expiration of the period of notice in Section 2.36.720 of the Monument Municipal Code~~ If the responsible party fails to correct the violation in the notice and demand within the time provided on such notice ~~where such~~when notice is required, ~~or~~ any time thereafter, or upon expiration of the compliance period ~~for compliance~~ given in a voluntary compliance agreement, if the violation ~~continues to exist as~~ described in such notice continues to exist, a Code Officer may apply to the Municipal Court for an abatement order as follows:

A. The application for abatement shall be accompanied by an affidavit affirming that the Code Officer has complied with the notice requirements ~~as~~ set forth in Section

2.36.520 of thise ~~Monument Municipal~~ Code~~,~~ or that notice is excused, and ~~that~~ the ~~owner~~ Responsible Party has failed to abate the identified code violation ~~upon the property~~.

B. The application for abatement shall also contain the following information:

1. Date and time of issuance.~~;~~

2. Name and address of the responsible party.~~;~~

3. ~~Code~~ Applicable section for the violation.~~;~~

4. Description of the code violation, including location~~,~~ and date(s) of violation.~~; and~~

5. ~~Scope of work~~Description of the action required to correct the violation.

C. The application for abatement shall be filed with the Municipal Court and a hearing date shall be set~~.~~ ~~The hearing date~~which shall not be less than nine days from the date of service of the application for abatement. ~~The notice requirement set forth herein does not apply when the Code Officer determines that the public health, safety, or welfare requires emergency action.~~

D. A notice of the date of the hearing shall be served with the application for abatement.

2.36.730 Service of application for abatement order and notice of hearing.

A. This ~~rule~~ Section applies to all processes required in this Article ~~6~~ except as otherwise provided ~~by these rules~~.

B. A copy of the ~~A~~application for ~~A~~abatement ~~O~~order and ~~N~~notice of ~~H~~hearing shall be served on the responsible party at least ~~fourteen (~~14~~)~~ days prior to the date of appearance ~~described~~ stated therein. ~~The n~~Notice ~~requirement set forth herein does not apply~~shall not be required when the Code Officer determines that the public health, safety, or welfare requires emergency action.

C. Service on the responsible party shall be ~~made~~ by any of the following means:

1. Personal service upon a natural person who~~se age~~ is ~~eighteen (~~18~~)~~ or older by:

a. Delivering a copy to the ~~person~~responsible party; or

b. Leaving a copy at the responsible party's personal residence~~,~~ with any person who~~se age~~ is ~~eighteen (~~18~~)~~ years or older and who is a member of the ~~person's~~ responsible party's family.~~; or~~

~~(i~~2.~~)~~ Personal service upon an entity by delivering a copy to the registered agent ~~for service as~~ set forth in the most recently filed document in the Colorado secretary of state's records ~~of the secretary of state of this state~~ or that agent's secretary or assistant.~~; or~~

~~(ii~~3.~~)~~ Mailing to the responsible party's last known address by certified mail, return receipt requested.~~; or~~

~~(iii~~4.~~)~~ Posting in a prominent place o~~f~~n the premises or property~~.~~ and mailing a copy of the posting, with a statement of the date, time, and place at which the posting was made, to the property owner's last known address as stated on the County Assessor's website. ~~Where~~ If the property is vacant, one sign measuring not smaller than two feet by three feet shall be posted on the property at a conspicuous location visible from a traveled thoroughfare. Such sign shall be titled "Application for Abatement and Notice of Hearing," ~~shall~~ state that the property is subject to Town enforcement of this Article, ~~shall~~ include a brief statement of the code violation, and ~~shall~~ provide contact information for the Code Officer. ~~In addition, where the property is occupied or vacant, a copy of the document, with a statement of the date, time, and place at which the posting was made, must be mailed to the property owner's last known address as stated on the County Assessor's website.~~

D. The Code Officer shall also ~~deliver by~~ mail a copy of the application for abatement order and notice of hearing to the property owner's last known address as stated in the County Assessor's records.

E. Service shall be deemed received if personally served on the date of service, or if by posting or ~~by~~ mailing on the fifth day after such posting or mailing.

F. The Code ~~o~~Officer~~s~~ may require ~~that~~ a responsible party or any person receiving an application for abatement order to provide proof of identity and a residential or work address.

G. The Code ~~o~~Officer~~s~~ shall attempt to obtain the signature of the person to whom ~~he or she~~they served the application for abatement order.~~; however,~~ ~~i~~If the application for abatement order is mailed or posted or if the person fails or refuses to sign the application for abatement order, ~~such~~ the failure or refusal to sign shall not affect the validity of the application for abatement order or any subsequent proceedings.

H. ~~Right of entry.~~ The Town is authorized to enter upon properties for the purposes of posting the notices required by this Section and to affix the notices in any reasonable manner to buildings and structures.

I. No default shall be entered against any responsible party without proof that the responsible party had notice of the application for abatement and notice of hearing. A sworn affidavit outlining the method of service, including the date, time, and place of service, shall create a rebuttable presumption that the responsible party had notice.

2.36.735 ~~Abatement h~~H~~earings.~~

A. Abatement hearings are intended to be informal in nature. Formal rules of evidence and discovery ~~do~~ shall not apply. The procedure and format of the abatement hearing shall follow the procedures provided in this Section.

B. The parties to an abatement hearing shall be the responsible party and the Town. Parties may be represented by legal counsel. Each party may call and question witnesses, cross-examine witnesses, and present evidence in support of its case.

C. The hearing for the abatement shall be held on the date set in the application for abatement and notice of hearing~~,~~ unless the Municipal Judge grants a continuance for good cause shown.

D. The Municipal Judge shall preside over the hearing and decide all legal and factual issues.

E. The Municipal Judge, at the request of any party to the hearing, may subpoena witnesses, documents, and other evidence where the attendance of the witness or the admission of evidence is deemed necessary to decide the issues at the hearing. All costs related to the subpoena, including witness and mileage fees, shall be borne by the party requesting the subpoena. Subpoenas issued pursuant to this Section may be enforced pursuant to ~~Section 2.36.160 of th~~ise ~~Monument Municipal~~ Code. Any request for subpoena must be submitted to the Municipal Court at least four days prior to the date of the hearing~~.~~; ~~The~~ failure to comply with this requirement is grounds for denial of a request for continuance.

F. The Town shall have the burden of proving the alleged code violation by a preponderance of the evidence.

G. ~~Abatement h~~Hearings shall be recorded by electronic means and transcripts of such recordings ~~shall be~~ made at the expense of the party requesting the transcript.

2.36.740 ~~Abatement o~~Orders and remedies.

A. If the Municipal Judge determines~~,~~ after a hearing~~,~~ that the Town has established a code violation, the Municipal Judge shall issue an abatement order.

B. Every order under this Article ~~6~~ shall set forth the reasons for its issuance; shall be reasonably specific in its terms; shall describe in reasonable detail the acts and conditions authorized, required, or prohibited; and shall be binding upon the subject property and the parties to the action. An order to abate shall also contain a description of the real property, by street address, legal description, or otherwise, ~~on which the~~in code violation ~~exists~~ and the date of the order.

C. ~~Substance of the orders.~~ Abatement orders shall be narrowly tailored ~~so as~~ to address the particular kinds of ~~separate~~ violation(s) ~~that~~ forming the basis of the ~~alleged~~ code violation. Such orders may include:

1. Orders requiring a~~ny~~ responsible party to take steps to abate the code violation and/or to remedy the code violation.~~;~~

2. Orders authorizing Town personnel to take reasonable steps to abate the code violation and/or to remedy the code ~~v~~iolation and prevent it from recurring, considering the nature and extent of the violation.~~;~~

3. Orders prohibiting certain named individuals from entering the property.~~;~~

4. Orders reasonably necessary to access, maintain, or safeguard the property.~~;~~

5. Orders reasonably necessary ~~for the purposes of~~to abat~~e~~ing the code violation or prevent~~ing~~ the code violation from occurring or recurring. For example, orders may include:

a. Permission ~~of~~ for the Town or its contractor to enter property and remove, seize, store, or destroy property ~~which is in~~ violating~~on of~~ the Code, such as, but not limited to, stockpiled material, junk/inoperable vehicles, trees, or weeds.~~; or~~

b. Revoking~~cation of~~ a permit which is being used on or for property that is ~~in~~ violating~~on of~~ the Code.~~; and/or~~

6. Orders assessing the costs and expenses of abatement against the Responsible Party.~~,~~ ~~such c~~Costs and expenses shall include all costs actually incurred by the Town and reasonably related to the abatement~~,~~ including, but not limited to, an hourly rate for each hour of Town staff time employed in administering this Article in the abatement of the code violation, attorney fees and legal costs, equipment charges, contractors and other service personnel expenses charged to the Town, transportation and storage charges, trash disposal charges and fees, insurance, equipment and services necessary to protect the property and the general public from harm, and a ten~~-~~ percent fee for administration.

D. The Municipal Court ~~is empowered~~may~~, in its discretion, to~~ assess court costs against the responsible party ~~upon~~ if it ~~a~~ determin~~esation~~ that the Town established a code violation ~~of an applicable section~~.

E. The Municipal Court may award civil penalties per code violation ~~to be paid~~ in an amount not ~~to~~ exceeding the maximum penalty ~~amount~~ set forth in Section 1.20.010 of thi~~se Monument Municipal~~ Code ~~per violation~~.

F. The order shall be mailed by first class or certified mail to the Responsible Party's last known address ~~of the responsible party. The order shall also be~~ and posted on the property if the responsible party or the responsible party's representative did not appear ~~in court~~at the hearing.

G. ~~Upon completion of~~After mailing and posting, the person(s) mailing and posting shall execute and file certificates stating the date and place of the mailing and posting, respectively.

H. An error in the Responsible Party's address or name ~~of the responsible party~~ shall not ~~make~~ void the order to abate ~~void~~, and in such case, the posted notice shall be deemed sufficient.

2.36.745 Failure to appear.

A. If a~~ny~~ responsible party fails to appear for any hearing or court appearance, the Municipal Judge ~~must~~ shall enter a default against the responsible party.

B. Upon the entry of default, the Municipal Judge shall set a default judgment hearing for at least ten ~~(10)~~ days after the default order. The Municipal ~~c~~Court shall mail the default order and notice of hearing date to the responsible party. If the Town will seek remedies as set forth in Section 2.36.740 at the default judgment hearing, the Town must provide notice to the responsible party of the remedies ~~that~~ it will ~~be~~ request~~ed~~. Any remedies identified in the application for abatement order shall constitute sufficient notice for purposes of the default judgment hearing.

C. At the default judgment hearing, the Town may request one or more of the following:

1. An abatement order~~;~~.

2. A civil penalty.~~; and/or~~

3. Other remedies as set forth in Section 2.36.740 of thise ~~Monument Municipal~~ Code.

D. The Municipal Judge may enter judgment for the Town for the relief requested.

E. The order shall be mailed by first class or certified mail to the Responsible Party's last known address ~~of the responsible party. The order shall also be~~ and posted on the property.

F. ~~Upon completion of~~After mailing and~~/or~~ posting, the person(s) mailing ~~or~~ and posting shall execute and file certificates stating the date and place of the mailing and posting, respectively.

G. Enforcement of the default judgment is stayed for ~~fifteen (~~15~~)~~ days after entry of judgment.

H. The Municipal Judge may set aside a default judgment entered under this ~~rule~~ Article on a showing of good cause or excusable neglect by the responsible party. A motion to set aside the judgment shall be filed with the Municipal ~~c~~Court not more than ~~fourteen (~~14~~)~~ days after entry of judgment.

I. No warrant shall issue for the arrest of any responsible party who fails to appear at a hearing or fails to satisfy a judgment entered pursuant to this Article.

2.36.750 Abatement by the Town in cases of emergency.

A. Except as otherwise provided in this ~~s~~Section, nothing herein shall ~~be deemed to~~ limit the power of the Town Manager or ~~B~~building ~~O~~official, in case of an emergency ~~for t~~ohe preserv~~eation of~~ the public health or safety, to summarily remedy, change, repair, abate, or order ~~the~~ evaluation of any dangerous or unhealthy condition found to exist without ~~any~~ notice or ~~any~~ hearing to any persons. Costs and expenses incurred by the Town for any emergency repair or abatement may be assessed against the responsible party ~~and recovered in the manner set forth in Section 2.36.755 of the Monument Municipal Code~~.

B. The owner or a person in control of property subject to summary remedy, change, repair, or abatement under this ~~s~~Section may request administrative review thereof, when practicable, prior to any such action~~,~~ or as soon as possible following any such action.

C. A request for administrative review must be filed with the Town Manager within five days of the summary remedy, change, repair, or abatement.

D. The Town Manager shall designate ~~A~~an administrative hearing officer ~~shall be designated by the Town Manager,~~ from among Town employees or officers ~~of the Town,~~ as deemed appropriate by the Town Manager. The designated administrative hearing officer shall conduct an administrative hearing~~,~~ which shall be informal,

~~and~~ consider the propriety of the summary action~~.~~, ~~Such review shall~~ and include consideration of available alternatives to the summary action and/or where appropriate return of property subject to summary remedy, change, repair, or abatement. A~~ny decision in such a~~dministrative review shall be final and subject to review pursuant to ~~rule 106 of the~~ Colorado Rules of Civil Procedure Rule 106.

2.36.755 Recovery of expense of abatement.

A. Whenever the ~~Monument Municipal~~ Code authorizes the Town to assess against a~~ny~~ responsible party, person, or property the costs and expenses of abatement or ~~of~~ code compliance, such costs and expenses shall include all costs actually incurred by the Town and reasonably related to the abatement ~~or to code compliance,~~ including, but not limited to, an hourly rate for each hour of Town staff time employed in administering the abatement of the code violation ~~or code compliance~~, attorney fees and legal costs, equipment charges, contractors and other service personnel expenses charged to the Town, transportation and storage charges, trash disposal charges and fees, insurance, equipment and services necessary to protect the property and the general public from harm, and a five percent fee for inspection and other incidental costs ~~in~~ connected~~ion~~ therewith.

B. All costs and expenses incurred as set forth in Subsection A~~.~~ shall be paid by the responsible party to the Municipal Court in full within ~~thirty (~~30~~)~~ days after mailing by the Municipal Court to the responsible party, by certified mail, a notice ~~of~~ and assessment of such cost~~. Such notice~~ which shall include a statement of the work performed to abate, the date of performance, and the costs and expenses.

C. If the responsible party ~~desires~~wants to object to the assessment, the responsible party shall have ~~thirty (~~30~~)~~ days from the date of mailing of the ~~same~~ assessment to file a written objection with the Municipal Court. The Municipal Court shall then schedule the matter for a hearing before the Municipal Judge. The responsible party shall be given at least ~~fourteen (~~14~~)~~ days' written notice of the date, time, and place of the hearing. Notice of the hearing shall be mailed to the responsible party. The decision of the Municipal Judge as to the costs and expenses awarded shall be final.

D. Whenever the ~~Monument Municipal~~ Code authorizes the Town to assess against a~~ny~~ person or property the cost and expense of abatement, the Town shall be authorized, pursuant to Section 31-15-401, C.R.S., to assess any unpaid and delinquent costs and expenses as a lien against the property together with a ten~~-~~percent penalty for the cost of collection and to certify the costs and expense to the County Treasurer or other appropriate County official for collection in the same manner as real estate taxes against the property. Each such assessment shall be a lien against each lot or tract of land until paid and shall have priority over other liens except general taxes and prior special assessments to the extent such priority is not precluded by state law.

2.36.760 Finality of decision; appeals.

The decision and orders of the Municipal Judge shall be final as of the date of the order. Appeals from the Municipal Court shall be to El Paso County District Court pursuant to Colorado

Rules of Civil Procedure 106(a)(4). For purposes of any appeal, the order shall be final upon the earlier of the date of the applicant's receipt of the order or four days following the date of mailing.

Chapter 2.40 PLANNING COMMISSION

2.40.010 Created—Rights and powers.

There is created a Town planning commission to have and exercise the rights and powers granted such commission under the provisions of Colorado Revised Statuteswhich shall have the powers and duties set forth in Charter Section 9.2 and in this Code.

2.40.020 Membership—Terms—Term limit—Vacancies.

The planning commission shall consist of seven regular members and two alternates. The term of each planning commission member and alternates shall be two years, ending December 31 of the year immediately following the year of theirhis or her appointment, or until his or hertheir successor is appointed. Terms shall be staggered with three members being appointed during the same year for terms of two years, and four members being appointed the following year for terms of two years. Members shall serve no more than four consecutive terms. Terms are considered consecutive unless they are at least a term apart. Current members who have served in excess of four consecutive terms shall serve until their current term expires.

Vacancies occurring otherwise than through an expiring term shall be filled for the remainder of the unexpired term by appointment by the Board of TrusteesTown Council.

2.40.030 Qualifications of commission members.

All planning commission members of the planning commission shall be Town qualified registered electors and bona fide residents of the Town for a period of one year prior to appointment.and iIf any member ceases to reside in the Town, his or her membership shall immediately terminate. All commission members of the commission shall serve as such without compensation. and the aAppointed members shall hold no other municipal office, except that one such appointed member may be a member of the zoning board of adjustment. Members of the Board of TrusteesTown Council shall not be appointed to nor serve as members of land use advisory committees with the exception of committees which may be considering the Town's comprehensive plan or other legislative land use considerations.

2.40.040 Organization and rules.

Attached hereto and incorporated herein by this reference are the revised by-laws of tThe Town's planning commission shall adopt bylaws of the Town of Monument, which have been approved by the planning commission and are hereby adopted by this section by the Board of Trustees.

2.40.050 Powers of commissionReserved.

Each commission shall have all of the powers and perform each and all of the duties specified by the Colorado Revised Statutes, together with any other duties or authority which may

~~hereafter be conferred upon them by the laws of the state of Colorado. The performance of such duties and the exercise of such authority is to be subject to each and all of the limitations expressed in such legislative enactment or enactments.~~

2.40.060 ~~Planning commission—Purpose in view~~Master Plan.

In ~~the~~ preparingation ~~of~~ a master plan, the planning commission shall make careful and comprehensive surveys and studies of the Town's present conditions and future growth ~~of the municipality~~ with due regard to its relations to neighboring territory. The plan shall be made with the general purpose of guiding and accomplishing a coordinated, adjusted, and harmonious development of the ~~municipality~~ Town and its environs~~,~~ which will, in accordance with present and future needs, best promote health, safety, morals, order, convenience, prosperity, and general welfare, as well as efficiency and economy in the process of development~~;~~ including, among other things, adequate traffic provision ~~for traffic~~, ~~the~~ promotiong ~~of~~ safety from fire and other dangers, adequate light and air provision ~~for light and air~~, affordable housing, ~~the~~ promotiong ~~of~~ healthful and convenient population distribution ~~of population~~, ~~the~~ promotiong ~~of~~ good civic design and arrangement, wise and efficient expenditure of public funds, promoting energy conservation, and ~~the~~ adequate provision of public utilities and other public requirements.

Chapter 2.44 EMERGENCY POLICE POWERS

2.44.010 Purpose.

The Town will~~, from time to time in the future, in all~~ probab~~i~~lity~~,~~ have within its corporate limits fire, flood, civil disturbances, and/or riots.~~; and, therefore, i~~It is therefore deemed in the best interest of ~~Monument~~ the Town to exercise certain emergency police powers necessary ~~to~~ and incidental to ~~the maintenance of~~maintaining the safety, health, and welfare of the citizens of ~~Monument~~the Town in these circumstances.

2.44.020 Mayor's authority.

The Mayor is vested with ~~E~~emergency police powers. ~~shall be placed in the hands of the mayor of the Town and t~~These powers sh~~all~~ould be exercised only in the event of an emergency as ~~herein~~ stated in this Chapter ~~contemplated~~ and ~~shall~~ only ~~be exercised~~ for such period of time as the actual emergency exists. ~~and, further, that s~~Said powers shall only be invoked after a declaration and proclamation of an emergency consistent with the Colorado Disaster Emergency Act, Part 7, Article 33.5, Title 24, C.R.S., as modified by this Chapter.

2.44.030 Powers of ~~m~~Mayor.

In addition to any powers enumerated in the Charter or this ~~c~~Code, the ~~m~~Mayor shall have ~~further~~ emergency powers necessary to preserve the peace and order of the Town as follows:

A. The ~~mayor shall have the~~ power to declare an emergency ~~to~~ exists when, in the mayor's sole opinion, one or more of the following conditions exists:

1. ~~That there is e~~Extreme likelihood of ~~danger of~~ destruction of life or property due to unusual conditions.~~;~~

2. Unusual or extreme weather conditions~~,~~ making use of ~~t~~Town streets or areas difficult or impossible~~.;~~

3. Imminent or existing ~~C~~civil unrest, commotion, or uprising~~. is imminent or exists;~~

4. ~~There is a s~~Stoppage or loss of electrical power affecting a major portion of the Town.

B. The emergency shall be declared in a Mayoral proclamation ~~of the mayor,~~ which ~~proclamation~~ shall be delivered to the Town Manager and the ~~p~~Police ~~c~~Chief~~,~~ who shall ~~then see that the proclamation~~ ensure it is delivered to all news media within the Town ~~and~~ who shall ~~also~~ use public address systems throughout the Town ~~and~~ to immediately notify the public of said proclamation and that violators will be arrested and subject to penalty.

C. After declaring~~ation of such~~ an emergency, the ~~m~~Mayor shall have the authority to exercise any or all of the following powers:

1. To call upon regular and auxiliary enforcement agencies and organizations~~,~~ within or without the Town~~,~~ to assist in preserving and keeping the peace and ~~the~~ preserving~~ation of~~ life and property ~~of the citizenry of Monument~~within the Town.~~;~~

2. T~~he power t~~o close streets and sidewalks and ~~to~~ delineate areas within the Town wherein an emergency exists~~.;~~

3. To impose a curfew upon all or any portion of the Town~~,~~ thereby requiring all persons in such designated curfew areas to forthwith remove themselves from the public streets, alleys, parks, or other public places~~.; provided, however, that~~ ~~p~~Physicians, nurses, and ambulance operators performing medical services, utility personnel maintaining essential public services, firefighters, and Town authorized or requested enforcement officers and personnel may be exempted from such curfew~~.;~~

4. To order the closing of any business establishments anywhere within the Town for the period of the emergency~~, such businesses to~~ includinge, but not to be limited to, ~~those~~ businesses selling intoxicating liquors, malt beverages, gasoline, or firearms~~.;~~

5. T~~he power t~~o do any and all acts necessary and incidental to ~~the~~ preserving~~ation of~~ life, limb, and property within the Town.

D. The proclamation~~.~~, which shall~~of~~ specify~~ing~~ with exactness the area in which the emergency is declared to exist, shall become effective upon its issuance and dissemination to the public by the appropriate news media.

E. ~~1.~~ Any emergency proclaimed in accordance with ~~the provisions of~~ this ~~c~~Chapter shall terminate after ~~forty-eight (~~48~~)~~ hours from ~~the~~ its issuance ~~thereof,~~ or upon the issuance of a proclamation determining an emergency no longer exists, whichever occurs first~~.; provided, however,~~ ~~u~~Upon declaring~~ation of~~ a second or further emergency~~ies~~ ~~to~~ exists, the emergency powers set forth herein may be

exercised during such further emergency period(s) ~~or periods,~~ but never for more than ~~forty-eight (~~48~~)~~ hours in one declared emergency period.

~~2.~~ No emergency period shall extend beyond the next regular, special, or emergency ~~called~~ Town Council meeting ~~of the Board of Trustees~~ unless at such meeting the declaration of emergency is specifically approved by Town Council resolution ~~of the board~~.

Chapter 2.48 OLD AGE AND SURVIVOR'S INSURANCE

2.48.010 State statute compliance.

The 38th General Assembly of the State, in regular session, enacted a statute known as House Bill No. 291~~,~~ which is the enabling act provided for in Section 218 of Public Law 734, 81st Congress~~,~~ which designated the State Department of Employment Security~~,~~ to act as the department to implement the coverage of employees and officers under the Old-Age and Survivors' Insurance System. The Town is authorized to execute and deliver to the State Department of Employment Security~~,~~ a plan(s)~~, or plans,~~ and agreement~~,~~ required under Section 5 of said enabling act and the Social Security Act~~,~~ to extend coverage of Town employees and officers ~~of the Town~~ and ~~to~~ do all other necessary things to effectuate coverage of employees and offices under the Old-Age and Survivors' Insurance System.

2.48.020 Payroll system establish~~ed~~ment.

The ~~clerk~~ Town is authorized to establish a payroll deduction system ~~of payroll deduction to be~~with matching~~ed by~~ payments by the Town ~~to be~~ paid into the State contribution fund ~~of the state~~ through the Department of Employment Security, and to make charges of this tax to the fund(s)~~, or funds,~~ from which wage or salary payments are issued to Town employees ~~of the Town~~. Such payments are issued to employees of the Town. ~~Such p~~Payments ~~are to~~shall be made in accordance with ~~the provisions of Section 1400 and 1410 of~~ the Federal Insurance Contribution Act Section 1400 and 1410 ~~on~~ for all services which constitute employment within the meaning of that Act. Payments made to the State Department of Employment Security shall be due and payable on or before the ~~eighteenth~~ 18th day of the month immediately following the completed calendar quarter.~~, and such~~ Delinquent payments ~~which are delinquent~~ shall bear interest at the rate of one-half of one percent per month until ~~such time as~~ payments are made.

2.48.030 Appropriations.

Appropriation is made from the proper Town fund(s) ~~or funds of the Town~~ in the necessary amount to pay into the contribution fund as provided in Section 5(c)(1) of the enabling act and in accordance with the plan(s)~~, or plans,~~ and agreement.

2.48.040 Authority.

~~Authority is given to t~~The ~~m~~Mayor and the Town ~~c~~Clerk ~~of the Town~~shall have authority to enter into an agreement with the State Department of Employment Security~~, which agreement shall be~~ in accordance with House Bill No. 291 (38th General Assembly)~~,~~ and ~~with~~ paragraph 218

of the Social Security Act. Such plan and agreement shall provide that ~~the~~ Town participation ~~of this Town shall be in~~is ~~effect~~ive as of January 1, 1957.

Chapter 2.50 ADVISORY ~~COMMITTEES~~BOARDS AND COMMISSIONS[1]

2.50.010 Authority ~~of advisory committees~~.

The ~~Board of Trustees~~Town Council may from time to time establish~~,~~ by ~~resolution~~ordinance~~,~~ advisory ~~committees~~ boards and commissions to make recommendations to the ~~board~~Council. The ~~function of these committees~~boards and commissions shall be strictly advisory in nature~~. These advisory committees~~ shall not have any final decision making authority, shall not be an agent of the Town, shall not have authority to bind the Town, shall not have ~~the~~ authority to issue requests for proposals or qualifications, and shall have no spending authority.

2.50.020 Creation.

A~~n a~~dvisory ~~committee~~ boards and commissions shall be established by ~~resolution~~ ordinance as set forth in and in compliance with Charter Sections 9.1 or 7.3(9).~~of the Board of Trustees, which establishing resolution for each committee shall include the following:~~

~~1. Name and purpose of the committee;~~

~~2. Specifically defined duties and responsibilities, which shall include the following, at a minimum:~~

~~a. To conduct investigations and make reports and recommendations to the Board of Trustees related to its charge or area of responsibility; and~~

~~b. To meet as required by the establishing resolution.~~

~~3. The number of members to serve on the committee, what constitutes a quorum of the committee, any required qualifications for members and the members' respective terms; and~~

~~4. Any other information deemed necessary by the Board of Trustees.~~

2.50.030 Membership.

A. The ~~Board of Trustees~~Town Council shall appoint the members of ~~these committees~~advisory boards and commissions. Vacancies on advisory ~~committees~~boards and commissions ~~to be filled by the public~~ shall be published by whatever means the Town staff deems necessary. Town staff shall compile all applications and present the applications to the ~~Board of Trustees~~Town Council.

B. Unless specifically provided to the contrary in the establishing ~~resolution~~ordinance, all advisory board and commission members ~~of these committees~~ shall be Town

[1]~~Editor's note(s)—Ord. No. 02-2018 , § 1, adopted January 16, 2018, repealed Ch. 2.50, §§ 2.50.010—2.50.060, and reenacted Ch. 2.50 to read as set out herein. Former Ch. 2.50 pertained to similar subject matter and derived from Ord. 05-04 § 1; Ord. 11-99(part); and Ord. 28-02 §§ 2, 3.~~

residents ~~of the Town of Monument~~ and ~~shall~~ serve without compensation. No person shall serve on more than one ~~(1) committee~~ board or commission at a time.

C. The Town ~~m~~Manager shall appoint a staff member as ~~a~~ staff liaison to each advisory ~~committee~~board and commission to serve as the communication link between the ~~advisory committee~~board or commission and Town staff.

~~D. The terms of office of committee members shall be set forth in the resolution establishing each committee.~~

2.50.040 Removal.

A. An advisory ~~committee~~board or commission member may be removed by majority vote of the ~~Board of Trustees~~Town Council for any one ~~(1)~~ or more of the following reasons:

1. Absences from three ~~(3)~~ consecutive regular board or commission meetings ~~of the advisory committee;~~.

2. ~~A c~~Consistent failure to attend regularly scheduled board or commission meetings~~. of the advisory committee; or~~

3. A pattern of misconduct at ~~the~~ board or commission meetings.

B. A member shall be given no less than five ~~(5)~~ days notice in writing that the ~~Board of Trustees~~ Town Council will be considering the member's removal~~,~~ and ~~said notice shall include~~ the reasons for the proposed remov<u>al</u>~~ed~~. The member shall be given an opportunity to respond to the proposed grounds for removal either in writing or in person at a regular ~~Board of Trustees~~Town Council meeting prior to the ~~Board of Trustees~~Council taking any action to remove said member.

2.50.050 Meeting.

A. All ~~advisory committee~~ board and commission meetings shall be open to the public and conducted pursuant to the Colorado Open Meetings Law.

B. The staff liaison shall be responsible for keeping an accurate summary account, including attendance record~~s of attendance~~, of all board and commission meetings ~~of the advisory committee~~.

2.50.060 Voting.

A. Each ~~advisory~~ board or commission ~~committee~~ member shall have one ~~(1)~~ vote.

B. A ~~committee~~ board or commission may only act pursuant to a vote of the ~~committee~~board or commission~~,~~ which vote shall occur at a public meeting.

C. An action of a ~~committee~~ board or commission must be approved by a majority of those members present at the meeting and voting.

2.50.070 Dissolution.

A. ~~An advisory committee~~Boards and commissions ~~established pursuant to this chapter~~ shall be dissolved as set forth in their establishing ordinance or by ~~resolution of the Board of Trustees~~Town Council ordinance following ~~the~~ completion of its specifically defined duties and responsibilities ~~as set forth in the establishing resolution~~.

B. The ~~Board of Trustees~~Town Council may also ~~determine to~~ dissolve an advisory ~~committee~~board or commission by ~~resolution~~ ordinance if the ~~Board of Trustees~~Town Council determines that the ~~advisory committee~~board or commission is no longer in the best interests of the Town.

C. Upon dissolution of an advisory ~~committee~~board or commission, all records kept by the ~~advisory committee~~board or commission shall be provided to the Town ~~c~~Clerk.

Chapter 2.52 ASSOCIATE BOARD~~,~~ AND COMMISSION ~~AND COMMITTEE~~ MEMBERS

2.52.010 Associate members.

Associate members of all boards~~,~~ and commissions ~~and committees~~ may be appointed by the ~~Board of Trustees~~Town Council ~~to~~ for a definite term and shall be nonvoting members unless appointed as a voting member in the absence of a regular member due to absence or conflict of interest on a specific issue.

2.52.020 Regular terms.

Associate members shall be appointed for regular terms on a rotational basis and may be considered for appointment as regular board or commission members ~~of the board, commission or committee~~. S~~uch s~~ervice as an associate member shall not count ~~as~~ towards any term limitation relative to ~~any~~ regular appointment.

2.52.030 Authority to change numbers.

The ~~Board of Trustees~~Town Council by ~~resolution~~ ordinance may change the number of associate appointees to any board~~,~~ or commission ~~or committee appointed~~created by the ~~Board of Trustees~~Town Council.

2.52.040 Other provisions.

All other provisions of the Town ordinances ~~of the Town relative~~ related to ~~the~~ board and commission member appointment ~~of members to boards, commissions or committees~~, ~~the~~ conduct of business, or other rules and regulations shall remain unchanged and in effect as adopted.

CHAPTER 2.60 – STANDARDS OF CONDUCT

Article 1. —Legislative Intent and Definitions

2.60.110– Legislative intent.

A. The Town's policy ~~of the Town~~ is to ensure that all elected and appointed officials and Town staff conduct themselves in an ethical and professional manner~~,~~ in accordance with the highest ethical standards~~,~~ as fiduciary representatives of the electorate ~~or Employees of the Town,~~ and in compliance with applicable federal, state, and local laws, ordinances, and regulations.

B. It is the intent of the Town that its elected officials, appointees, and Employees adhere to high levels of ethical conduct, honesty, integrity, and accountability so ~~that~~ the public will have confidence that persons in positions of public responsibility are acting for the benefit of the public. Officials, appointees, and ~~E~~employees should comply with both the letter and spirit of the Standards of Conduct ~~and~~ while striveing to avoid situations that create ethical conflicts or the appearance of ethical impropriety.

C. Ethical issues will likely arise in the course of public service. To address ethical issues, it is the intent of the Standards of Conduct:

1. To clarify actions that are allowed and those that constitute a breach of the public trust, specifically relating to the use of public office for private gain, employment, and supervision of family members, gifts, conflicts of interest, prior employment, outside employment, subsequent employment, improper use of confidential information or records, and other ethics matters consistent with the Charter.~~;~~

2. Without providing a private right of action, to establish a system ~~that~~ enablinges citizens to report possible wrongdoing and seek local enforcement such that any breach of the public trust may be discovered and addressed appropriately.

D. The Standards of Conduct ~~are~~ supplement~~al to~~ and are intended to carry out the standards of conduct contained in the Charter~~, and specifically~~ at Charter Sections 2.10 and 6.3. I~~n case of conflict between~~ f this Chapter and the Charter conflict, the Charter shall control and to the extent possible the provisions of this Chapter shall be interpreted and applied ~~in~~ harmoniously with the Charter.

E. The Standards of Conduct are ~~hereby deemed to be~~ a matter exclusively within the Town's ~~H~~home ~~R~~rule authority and a proper exercise of the Town Council's legislative authority on behalf of the Town~~ of Monument~~. These Standards of Conduct supersede all~~ny~~ other applicable Colorado law. Moreover, these Standards of Conduct comply with, and therefore supersede by their own terms, Colorado Constitution~~,~~ Article XXIX, "Ethics in Government." The Town Council, through a proper exercise of its legislative authority, considered and evaluated all topics addressed in ~~the~~ Colorado Constitution~~,~~ Article XXIX. To the extent the Standards of Conduct cover a topic also covered in ~~the~~ Colorado Constitution~~,~~ Article XXIX, and to the extent the Standards of Conduct do not cover a topic covered in ~~the~~

Colorado Constitution~~,~~ Article XXIX or cover a topic in a different manner, the Town Council in each case acted intentionally, considered the topic, and decided to address, not address~~,~~ or address in a different manner the topic.

2.60.120 ~~–~~Applicability.

The~~se~~ Standards of Conduct apply to ~~p~~Public ~~s~~Servants ~~of the Town of Monument~~.

2.60.130 ~~–~~No private right of action.

The~~se~~ Standards of Conduct are not intended to, nor do they, create a private right of action against the Town or ~~against~~ any ~~p~~Public ~~s~~Servant based upon noncompliance with their provisions. Authority to enforce compliance with the~~se~~ Standards of Conduct ~~is~~ vest~~sed~~ exclusively in the Town ~~pursuant to the provisions of the Standards of Conduct~~.

2.60.140 ~~–~~Definitions.

For purposes of this Article, the following terms shall have the below meanings assigned ~~meaning~~to them:

~~1.~~ "Business" means a corporation, partnership, sole proprietorship, firm, enterprise, franchise, association, organization, self-employed individual, holding company, joint stock company, receivership, trust, activity, or entity.

~~2.~~ "Conflict of Interest" means circumstances or conduct prohibited by Article 2 of the Standards of Conduct. A ~~c~~Conflict of ~~i~~Interest also occurs when a ~~p~~Public ~~s~~Servant has a substantial personal or ~~f~~Financial ~~i~~Interest in the outcome of the question, whether direct or indirect, or on any questions concerning his ~~or her~~ own conduct; a ~~c~~Conflict of ~~i~~Interest does not include general personal interest in the outcome of the matter. ~~*See Charter Section 2.10, 3.*~~

~~3.~~ "Direct ~~l~~Line of ~~s~~Supervision~~s~~" means directly supervising an Employee or directly supervising the Employee's supervisor.

~~4.~~ "Direct ~~o~~Official ~~a~~Action" means an~~y~~ action that involves any of the following:

~~a~~A. Approving, disapproving, administering, negotiating, enforcing, or recommending for or against an application, contract, purchase order, lease, concession, franchise, grant, vendor, concessionaire, land use, or any other matter to which the Town is a party.

~~b~~B. Enforcing laws or regulations, including the Charter and ~~Municipal~~ Code, or issuing, enforcing, or administering permits and licenses.~~;~~

~~c~~C. Appointing, supervising, managing, and terminating Employees, temporary workers, and independent contractors.

Direct ~~o~~Official ~~a~~Action does not include acts that are purely ministerial and mandated by law, including pro forma or perfunctory document signings ~~of documents~~ on behalf of the Town and approval of documents as to form. Also, a person who abstains from a vote in

compliance with the Charter and these Standards of Conduct is not exercising dDirect oOfficial aAction. *See* Charter, Sections 2.10, 3. and 6.3 Voting.

5. "Employee" means any person in the employed ofby the Town or ofincluding any of itsTown agencyies or departments but excluding the Mayor, Town Council mMembers, Town Attorney, and Municipal Judge; Employee does not include. Iindependent contractors and volunteers are not deemed Employees.

6. "Financial iInterest" means any interest equated with money interest or its equivalent. Financial iInterest shall not include any of the following:

aA. The interest that a pPublic sServant or iImmediate fFamily mMember has as an Employee of a business, or as a holder of an ownership interest in such business, in a decision of any pPublic bBody, when the decision financially benefits or otherwise affects such business but entails no foreseeable, measurable financial benefit to the officerCouncil Member, Employee, or iImmediate fFamily mMember.;

bB. The interest that a pPublic sServant or iImmediate fFamily mMember has as a non-salaried officer or member of a nonprofit corporation, or association, or of an educational, religious, charitable, fraternal, or civic organization in the holdings of such corporation, association, or organization.;

cC. The interest that a pPublic sServant or iImmediate fFamily mMember has as a recipient of public services when such services are generally provided by the Town on the same terms and conditions to all similarly situated citizens, regardless of whether such recipient is a pPublic sServant or iImmediate fFamily mMember.;

dD. The interest that a pPublic sServant or iImmediate fFamily mMember has as a recipient of a commercially reasonable loan made in the ordinary course of business by a lawfully established financial or lending institution.;

eE. The interest that a pPublic sServant or iImmediate fFamily mMember has as a shareholder in a mutual or common investment fund in the holdings of such fund unless the shareholder actively participates in the managingement of such fund.;

fF. The interest that a pPublic sServant or iImmediate fFamily mMember has as a policyholder in an insurance company, a depositor in a duly established savings association or bank, or a similar interest-holder, unless the discretionary act of such person, as a pPublic sServant, could immediately, definitely, and measurably affect the value of such policy, deposit, or similar interest.;

gG. The interest that a pPublic sServant or iImmediate fFamily mMember has as an owner of government-issued securities unless the discretionary act of such owner,

as a ~~p~~Public ~~s~~Servant~~,~~ could immediately, definitely, and measurably affect the value of such securities.~~; or~~

~~h~~H. The interest ~~that~~ a ~~p~~Public ~~s~~Servant has in the compensation received from the Town for services provided to the Town as a ~~p~~Public ~~s~~Servant.

~~7.~~ "Gift" means a payment, subscription, advance, favor, discount, promise of future employment, forbearance, or deposit of money, goods, services, or anything of value given~~,~~ unless consideration of equal or greater value is received in exchange.

~~8.~~ "Immediate ~~f~~Family ~~m~~Member" means a spouse, civil union partner, domestic partner, fiancé/fiancée, parents, children, brothers, sisters, half-siblings, aunts, uncles, nieces, nephews, grandparents, grandchildren, great grandparents, great grandchildren, first cousins, including step relatives and in-laws, any person claimed as a dependent for income tax purposes, or any person residing in or cohabitating with or of the Public Servant.

~~9.~~ "Personal ~~i~~Interest" means any interest other than a ~~f~~Financial ~~i~~Interest by which a ~~p~~Public ~~s~~Servant, or ~~an i~~Immediate ~~f~~Family ~~m~~Member ~~of such public servant,~~ would, in the judgment of a reasonably prudent person, realize or experience some direct and substantial benefit or detriment different in kind from that experienced by the general public. Personal ~~i~~Interest shall not include any of the following:

~~a~~A. The interest ~~that~~ a ~~p~~Public ~~s~~Servant or ~~i~~Immediate ~~f~~Family ~~m~~Member has as a member of a board, commission, committee, or authority of another governmental entity~~, or of a~~ nonprofit corporation~~, or~~ association~~,~~ or ~~of an~~ educational, religious, charitable, fraternal, or civic organization.~~;~~

~~b~~B. The interest ~~that~~ a ~~p~~Public ~~s~~Servant or ~~i~~Immediate ~~f~~Family ~~m~~Member has ~~in~~ as a recipient~~the receipt~~ of public services when such services are generally provided by the Town on the same terms and conditions to all similarly situated citizens.~~; or~~

~~c~~C. The interest ~~that~~ a ~~p~~Public ~~s~~Servant has in the compensation, benefits, or terms and conditions of ~~his~~ their ~~or her~~ employment with the Town.

Examples of ~~p~~Personal ~~i~~Interest include an increase in the value of a real property interest or advancement of an employment opportunity.

~~10.~~ "Public ~~b~~Body" means the Town Council or any authority, board, committee, commission, department, or office of the Town.

~~11.~~ "Public ~~s~~Servant" means a person ~~who is~~ appointed or elected to a public office or employed by the Town, including each and all of the following:

~~a~~A. The elected or appointed Mayor.~~;~~

~~b~~B. Any elected or appointed Council ~~m~~Member.~~;~~

~~c~~C. ~~Officials~~ Persons appointed by the Town Council to serve as~~:~~ Town Manager, Town Attorney, and Municipal Judge, or Associate or Assistant Municipal Judge.~~;~~

~~d~~D. Employees. ~~of the Town; and~~

~~e~~E. Appointed officials including all members of all Town boards, commissions, councils, and bodies regardless of whether such member is a regular, alternate, or non-voting advisory member.

~~12. "~~"Standards of Conduct"~~"~~ means ~~this~~ Chapter 2.60 of the ~~Monument Municipal~~ Code.

~~13. *Town* means the Town of Monument, Colorado.~~

2.60.150- ~~Severability~~Reserved.

~~If any provision, article, section, sentence, clause or part of these Standards of Conduct, or the application thereof to any person or circumstances be held by any court of competent jurisdiction to be unconstitutional or invalid, such holding shall not affect, impair or invalidate the Standards of Conduct as a whole or any part hereof other than the part so held to be invalid, and to this end the provisions of these Standards of Conduct are declared to be severable.~~

Article 2. ~~–~~Prohibited Acts

2.60.210 ~~–~~Prohibited Gifts.

A. ~~Gifts prohibited:~~ A ~~p~~Public ~~s~~Servant shall not accept a~~ny~~ ~~g~~Gift if any of the following apply:

1. The ~~p~~Public ~~s~~Servant is in a position to take ~~d~~Direct ~~o~~Official ~~a~~Action ~~with~~ regarding ~~to~~ the Gift giver. ~~of the gift; or~~

2. The Town has or has been known to have a transactional, business, or regulatory relationship with the Gift giver ~~of the gift~~.

A ~~g~~Gift made to an ~~i~~Immediate ~~f~~Family ~~m~~Member ~~of the public servant~~ shall be considered a ~~g~~Gift made to the ~~p~~Public ~~s~~Servant notwithstanding the ~~p~~Public ~~s~~Servant's knowledge of such ~~g~~Gift.

B. ~~Exceptions and items not considered gifts: p~~Provided that ~~the~~ a ~~g~~Gift could not ~~be~~ reasonably be considered a bribe or a means of improper influence on a ~~d~~Direct ~~o~~Official ~~a~~Action, the following shall not be considered ~~g~~Gifts for purposes of this Section:

1. Campaign contributions as permitted by law~~,~~ or ~~as may be~~ modified ~~from time to time~~ by Town regulation~~s~~ or ~~O~~ordinance.

2. ~~An u~~Unsolicited item(s) ~~or items~~ of value less than the dollar amount established and adjusted periodically in accordance with Colorado Constitution~~,~~ Article XXIX, Section 3(6), per year per vendor or third-party~~, per year~~. As of February 22, 2023, that amount is seventy-five dollars ($75.00), *see Independent Ethics Commission Position Statement 23-01*. In valuing the unsolicited item(s) ~~or items~~:

   a. The cost of the ~~g~~Gift is the retail value of the item unless the receiver has knowledge that the Gift giver paid more than the retail value, in which case the cost is the amount actually paid.

   b. For a charity event, the cost of the event is the amount the event organizer reports to the Internal Revenue Service as the non-deductible portion of the event.

   c. It is not permissible to pay part of the cost of a ~~g~~Gift that is offered with a value exceeding the dollar amount set forth in this Section to reduce the value to less than the amount set in this Section in order to accept the ~~g~~Gift.

3. An unsolicited token or award of appreciation ~~that is~~ reasonable in value and purpose given the position and responsibility of the ~~p~~Public ~~s~~Servant, such as plaques and professional awards.

4. Items of perishable or nonpermanent value~~,~~ including, but not limited to, meals, lodging, travel expenses, or tickets to sporting, recreational, education, or cultural events provided ~~that~~ the value of the item is reasonable and would be customarily accepted when considering the ~~p~~Public ~~s~~Servant's position, responsibility, and role in the Town.

5. Tickets or entry fees to an event expressly advertised ~~for the purpose of~~as benefiting and advancing the purpose of a nonprofit organization, e.g., greens fees for a golf event benefiting a recognized local charity.

6. Unsolicited informational material, publications, or subscriptions related to the ~~recipient's~~ Public Servant's performance of duties within the scope of elected or appointed office or employment.

7. Admission to, and the cost of food or beverages consumed at, a reception, meal, or meeting by an organization before whom the recipient appears in an official capacity as a Town representative ~~of the Town~~ to speak or ~~to~~ answer questions as part of a scheduled program.

8. Reasonable expenses paid by a nonprofit organization or federal, state, or local government ~~for~~ to attend~~ance at~~ a convention, fact-finding mission or trip, or other meeting if the ~~person~~ Public Servant is scheduled to deliver a speech, make a presentation, participate on a panel, or represent the Town or State ~~of Colorado~~, provided that the nonprofit organization receives less

than five percent ~~(5%)~~ of its funding from for-profit organizations or entities.

9. A ~~g~~Gift from ~~an individual who is~~ an ~~i~~Immediate ~~f~~Family ~~m~~Member or personal friend on a special occasion.

10. A component of compensation paid or other recognition given in the normal course of employment, appointment, volunteer services, or business.

11. A~~ny~~ scholarship, ~~or~~ grant, or other financial aid for education given to a~~ny~~ ~~p~~Public ~~s~~Servant or ~~i~~Immediate ~~f~~Family ~~m~~Member for any reason.

12. Awards or prizes given at competitions or drawings at events open to the public.

13. Discounts ~~that are~~ similarly available to all Employees ~~of the Town~~, or discounts ~~that are~~ offered to the public generally or to a large segment of the public, such as all uniformed personnel, all government employees, or all first responders.

14. An~~y~~ exemption granted or exception recognized pursuant to federal or ~~s~~State law.

15. Any other exceptions ~~as may be~~ specified in an advisory opinion ~~as described in Section 2.60.420~~.

2.60.215 –Fraudulent activity.

~~A.~~ A ~~p~~Public ~~s~~Servant shall not engage in any of the following activities:

~~1~~A. Receiving a bribe or kickback, or willingly participating~~on~~ in a bribery scheme. ~~of bribery;~~

~~2~~B. Misappropriating Town funds, supplies, assets, or resources.~~;~~

~~3~~C. Falsifying Town records, including personnel records.~~;~~

~~4~~D. Forging or altering a~~ny~~ public record.~~;~~

~~5~~E. Accepting, requesting, or seeking any material item or pecuniary benefit from contractors, vendors, or parties providing services or materials to the Town where such item or benefit may be reasonably viewed as intending to improperly influence the ~~p~~Public ~~s~~Servant.

2.60.220 –Employment and supervision of ~~i~~Immediate ~~f~~Family ~~m~~Members.

A. Unless ~~he or she~~they obtain~~s~~ a waiver ~~pursuant to Section 2.60.420(c)~~, a ~~p~~Public ~~s~~Servant shall not appoint or hire an ~~member of his or her i~~Immediate ~~f~~Family Member for any type of employment~~,~~ including, but not limited to, full-time

~~employment~~, part-time ~~employment~~, permanent ~~employment~~, and temporary employment.

B. A ~~p~~Public ~~s~~Servant shall not supervise or be in a ~~d~~Direct ~~l~~Line of ~~s~~Supervision over an ~~member of his or her i~~Immediate ~~f~~Family Member. If a ~~p~~Public ~~s~~Servant comes into a ~~d~~Direct ~~l~~Line of ~~s~~Supervision, whether by employment or contractual relationship, of an ~~member of his or her i~~Immediate ~~f~~Family Member, ~~he or she~~they shall have six ~~(6)~~ months to come into compliance or ~~to~~ obtain a waiver ~~pursuant to Section 2.60.420(c)~~.

2.60.225 ~~–~~Conflict of ~~i~~Interest.

A. Conflicts of ~~i~~Interest as set forth by this Section are prohibited.

B. ~~Sales to the Town.~~ A ~~p~~Public ~~s~~Servant~~,~~ or ~~i~~Immediate ~~f~~Family ~~m~~Member ~~of such public servant,~~ shall not have a ~~f~~Financial ~~i~~Interest in the sale to the Town of any real or personal property, equipment, material, supplies, or services, except personal services provided to the Town as a ~~p~~Public ~~s~~Servant, if any of the following apply:

1. ~~Such~~ The ~~p~~Public ~~s~~Servant is a Council ~~m~~Member. ~~of Town Council;~~

2. Such public servant exercises, directly or indirectly, any decision-making authority on behalf of the Town concerning such sale; or

3. ~~In the case of services, such~~ The ~~p~~Public ~~s~~Servant exercises any supervisory authority in ~~his or her~~their role as a Town officer or Employee over the services ~~to be~~ rendered to the Town.

C. ~~Purchases from the Town.~~ A ~~p~~Public ~~s~~Servant or ~~i~~Immediate ~~f~~Family ~~m~~Member shall not, directly or indirectly, purchase any real or personal property from the Town, except such property ~~as is~~ offered for sale at an established price, ~~and~~ not by bid or auction, and on the same terms and conditions as offered to all members of the general public.

D. ~~Interests in other decisions.~~ Any ~~p~~Public ~~s~~Servant who has, or who's ~~i~~Immediate ~~f~~Family ~~m~~Member has, a ~~f~~Financial or ~~p~~Personal ~~i~~Interest in a~~ny~~ decision of a~~ny~~ ~~p~~Public ~~b~~Body of which ~~he or she is~~they are a member or to which ~~he or she~~they makes recommendations~~,~~ shall comply with Section 2.60.410.

E. A ~~p~~Public ~~s~~Servant who determines that ~~his or her~~their actions ~~a~~rise to a Conflict of Interest ~~is required to~~shall disclose the conflict in the manner prescribed in Section 2.60.410(A~~a~~) and ~~shall~~ refrain from taking ~~d~~Direct ~~o~~Official ~~a~~Action in the manner as prescribed in Section 2.60.410(~~b~~B).

F. Former elected or appointed officials may not, within six months of their term limit or resignation, be contracted or employed by the Town

2.60.230 –Prior employment.

No person shall be disqualified from service with the Town as a ~~p~~Public ~~s~~Servant solely because of ~~his or her~~their prior employment with another government entity or private party. However, ~~p~~Public ~~s~~Servants shall not take any ~~d~~Direct ~~o~~Official ~~a~~Action with respect to matters involving their former employers for a period of six ~~(6)~~ months from the date of termination of the prior employment.

2.60.235 –Outside employment or ~~b~~Business activity.

A. A ~~p~~Public ~~s~~Servant's outside employment and ~~b~~Business activities may create ethical issues addressed by the~~se~~ Standards of Conduct and be a potential ~~c~~Conflict of ~~i~~Interest ~~addressed by Section 2.20.225~~.

~~B. Disclosure of employment and other business activities: a~~ All ~~p~~Public ~~s~~Servants other than Employees shall report in writing to the Town Clerk any existing or proposed outside employment or other outside ~~b~~Business interests such as membership on volunteer, nonprofit, or for-profit boards or commissions that may affect or conflict with their responsibilities to the Town. After being elected or appointed, all ~~p~~Public ~~s~~Servants shall report to the Town Clerk any changes of employment or changes to outside business interests that may affect or conflict with the person's responsibilities to the Town, within ~~thirty (~~30~~)~~ days after accepting the same. Employees shall adhere to the same reporting requirements except they shall report such information to the Town's Human Resources Department.

~~C~~B. The Town Clerk and Human Resource~~ds~~ Department Director shall maintain for public inspection all reporting made by ~~p~~Public ~~s~~Servants pursuant to this Section.

~~D~~C. Town resources may not be used for any outside employment or outside ~~b~~Business activity.

2.60.240 –Discrimination and harassment prohibited.

A. ~~General rule.~~ Town affairs must be conducted without bias or prejudice. A ~~p~~Public ~~s~~Servant shall not, in the performance of official duties, manifest ~~by words or conduct~~ bias or prejudice by words or conduct toward any person, group, or entity, including bias or prejudice based upon race, gender, religion, national origin, disability, age, sexual orientation, or socioeconomic status, and shall not permit others subject to ~~his or her~~their direction and control to do so.

B. ~~Exceptions.~~ A ~~p~~Public ~~s~~Servant is not liable under ~~s~~Subsection ~~(~~A~~)~~ for any of the following:

1. Conduct undertaken in good faith~~:~~

~~a.~~ to implement an existing Town policy~~;~~ or

~~b. to~~ carry out the direction of a superior.~~; or~~

2. Conduct involving the legitimate advocacy of a position relating to race, gender, religion, national origin, disability, age, sexual orientation, or socioeconomic status~~:~~

~~a.~~ in litigation or similar proceedings~~,~~; or

~~b.~~ incidental to ~~the~~ forming ~~ation of~~a Town policy.

C. ~~Definitions.~~ For purposes of this Section, the following terms shall have the below meanings assigned to them:

~~1.~~ "Manifest bias or prejudice by ~~W~~words or conduct" ~~manifesting bias or prejudice~~ include~~s~~, but ~~is~~ are not limited to, physical abuse, verbal abuse, threats, intimidation, harassment, coercion, assault, stalking, hate speech, and other conduct that threatens or endangers the health or safety of any person.

~~2.~~ "Good faith" means ~~that~~ the ~~p~~Public ~~s~~Servant has a reasonable basis for believing, and does believe, that the conduct in question is lawful and not discriminatory.

~~3.~~ "Legitimate advocacy" means ~~that~~ the position espoused is not frivolous.

2.60.245 ~~–~~Criminal offenses.

All ~~p~~Public ~~s~~Servants are expected to comply with the law. It ~~is~~ shall be a violation of the Standards of Conduct to be convicted (including a plea of *nolo contendere* or no contest) of a crime that reasonably demonstrates an unfitness for public service or intentional disregard for public trust or public property. Such offenses include, but are not limited to, crimes against fellow ~~p~~Public ~~s~~Servants or their property, theft or vandalism of public property, offenses involving fraud (see Article 5, Title 18, C.R.S.), offenses relating to morals (see Article 7, Title 18, C.R.S.), or offenses involving governmental operations (see Article 8, Title 18, C.R.S.). It is not the intent of this Section to recognize ~~as an ethical violation~~ traffic offenses or misdemeanors ~~that are~~ unrelated to ~~the~~ a ~~p~~Public ~~s~~Servant's official duties or employment as ethical violations.

2.60.250 ~~–~~Special consideration.

A ~~p~~Public ~~s~~Servant shall not request or grant to a~~ny~~ person any special consideration, treatment, or advantage beyond that which would be made available to every other person in similar circumstances or need.

2.60.255 ~~–~~Use of public property.

A ~~p~~Public ~~s~~Servant shall not use or authorize the use of Town time, facilities, equipment, or supplies for personal or private benefit. It ~~is~~ shall not be a violation of thi~~s~~e Section to communicate or correspond with a ~~p~~Public ~~s~~Servant's constituents, family members, or co-workers.

2.60.260 ~~–~~Use of public office for private gain.

A ~~p~~Public ~~s~~Servant shall not use ~~his or her~~their public office or position or disclose or use confidential information to obtain private gain for ~~himself or herself~~themself, ~~for his or~~

~~her~~their immediate family, ~~for~~ any business entity with which ~~he or she is~~they are affiliated, or ~~for~~ any person or entity with whom they ~~public servant is~~are negotiating or ha~~s~~ves any arrangement concerning prospective employment.

2.60.265 –Use of confidential records.

A ~~p~~Public ~~s~~Servant shall not disclose any information or records that are not available to the public~~,~~ which were acquired in the course of official duties, except in the performance of official duties or as required by law or court order.

2.60.270 –Aiding others.

A ~~p~~Public ~~s~~Servant shall not knowingly aid or assist any ~~p~~Public ~~s~~Servant in ~~the~~ violating~~on of~~ any provision of the~~se~~ Standards of Conduct.

Article 3. –Discouraged Acts

2.60.310 –Appearances of impropriety discouraged.

A. An appearance of impropriety is created when a ~~p~~Public ~~s~~Servant will or may take a ~~d~~Direct ~~o~~Official ~~a~~Action that, although not constituting a ~~c~~Conflict of ~~i~~Interest, will create a reasonable perception that the ~~p~~Public ~~s~~Servant's ability to perform ~~his or her~~their official duties with integrity, impartiality, and competency is impaired. As examples only, such appearance may be created in the following circumstances:

1. When the ~~d~~Direct ~~o~~Official ~~a~~Action will involve ~~a~~the Public Servant's close friend ~~of the public servant~~.

2. When the ~~p~~Public ~~s~~Servant ~~is a recipient of~~receives an official notice of a quasi-judicial hearing ~~due to~~because of the ~~p~~Public ~~s~~Servant's ownership or lease of property ~~to be~~ affected by such hearing.

3. When the ~~p~~Public ~~s~~Servant will be called upon to consider taking Direct ~~o~~Official ~~a~~Action of a quasi-judicial nature and the ~~p~~Public ~~s~~Servant has previously and publicly expressed an opinion, position, or bias regarding the matter.

B. A ~~p~~Public ~~s~~Servant who determines that ~~his or her~~their action~~s~~ may cause an appearance of impropriety should consider, but is not required to disclose the appearance of impropriety as provided by Section 2.60.410 and, if deemed appropriate by the ~~p~~Public ~~s~~Servant, to recuse ~~him or her~~themself from participation as provided by Section 2.60.410.

C. Violations of this Section ~~do not constitute a~~shall not be violation~~s~~ of the~~se~~ Standards of Conduct. Compliance with this Section shall not ~~constitute~~ be a defense for violating~~on of~~ another subsection or section of the Standards of Conduct.

Article 4. –Disclosure and Recusal Procedure

2.60.410- Disclosure and recusal procedure and challenges.

~~A. Disclosure.~~

A~~1~~. Mandatory disclosure of a potential or actual ~~c~~Conflict of ~~i~~Interest, or a voluntary disclosure of an appearance of impropriety~~,~~ including, but not limited to, *ex parte* communications~~,~~ shall be made when the conflict or appearance is first reasonably known to the ~~p~~Public ~~s~~Servant. ~~Members of the Town~~ Council Members shall make disclosures in compliance with Charter Section 6.3. If ~~T~~the Town Manager or Town Attorney have a conflict, they shall disclose such either orally during a public meeting or in writing to the Town Council. Other appointed officials shall disclose any conflicts either orally during a meeting or in writing to all other members of the board or commission on which they sit. Employees shall disclose any conflicts in writing to their immediate supervisor.

~~2.~~ A disclosure shall identify whether the matter is a ~~c~~Conflict of ~~i~~Interest or an appearance of impropriety, such as *ex parte* communications, the general nature of the interests involved, whether the matter will create or potentially create an economic, pecuniary, or financial benefit or detriment for the ~~p~~Public ~~s~~Servant, and the approximate value of any potential benefit or detriment.

B. ~~Recusal.~~ When recusal is required due to a ~~c~~Conflict of ~~i~~Interest or is voluntarily elected due to an appearance of impropriety, the ~~p~~Public ~~s~~Servant shall do the following:

1. Refrain from participati~~o~~ng during all consideration or discussion on the issue, ~~and~~ communicating with any other ~~p~~Public ~~s~~Servant regarding the matter, and attempting to influence any other ~~p~~Public ~~s~~Servant's Direct ~~o~~Official ~~a~~Action concerning the matter.~~;~~

2. Refrain from voting upon or taking any Direct ~~o~~Official ~~a~~Action concerning such matter.~~; and~~

3. Physically leave the meeting, room, or premises at which the matter is being considered.

C~~4~~. Whe~~ntther or not~~ a disclosure is made by a Council ~~m~~Member with a potential ~~c~~Conflict of Interest, the other Council M~~m~~embers ~~of the Town Council~~ shall determine~~,~~ by a vote~~,~~ whether the ~~m~~Member shall be excluded from consideration, discussions, and voting on the issue in accordance with ~~s~~Subsection (~~c~~E)(1) ~~below~~. The Town Manager may require ~~the~~ recusal of an Employee in accordance with ~~s~~Subsection (E~~c~~)(2) ~~below~~.

D~~5~~. Notwithstanding the prohibition against participati~~o~~ng and voting whe~~nre~~ a ~~c~~Conflict of ~~i~~Interest exists, a ~~Town~~ Council ~~m~~Member and any member of a board, committee, or commission may participate and vote on a matter

notwithstanding a ~~c~~Conflict of ~~i~~Interest if participation is necessary to obtain a quorum or otherwise enable the Town Council, board, committee, or commission to act and ~~if~~ the conflicted ~~m~~Member complies with the ~~voluntary~~ disclosure procedures of Subsection ~~24-18-110, C.R.S.~~A.

~~C~~E. The following~~Challenges for c~~Conflict of ~~i~~Interest challenges shall be permitted:~~.~~

1. ~~Challenge of Town Councilmember.~~ A~~ny~~ person may challenge a ~~Town~~ Council ~~m~~Member's failure to declare a ~~c~~Conflict of ~~i~~Interest or failure to recuse ~~himself or her~~themself. A challenge must be submitted to the Town Council in writing or ~~orally~~ made orally during a public meeting stating the facts ~~in~~ supporting ~~of~~ the challenge. The Town Council shall promptly inquire into the basis and facts of the challenge and may request an opinion from the Town Attorney regarding the challenge. The Town Council may by majority vote of those present and voting, excluding the challenged ~~m~~Member, render a determination of whether a ~~c~~Conflict of ~~i~~Interest exists and whether the ~~m~~Member shall be excluded from consideration, discussions, and voting on the issue. That determination is final and not subject to appeal.

2. ~~Challenge of Employee.~~ A~~ny~~ person may challenge an Employee's failure to declare a ~~c~~Conflict of ~~i~~Interest or failure to recuse ~~himself or her~~themself. A challenge must be submitted in writing to the Town Manager, with a copy to the Mayor, stating the facts ~~in~~ supporting ~~of~~ the challenge~~, with a copy to the Mayor~~. The Town Manager shall promptly inquire into the basis and facts of the challenge and render a determination whether a ~~c~~Conflict of ~~i~~Interest exists and/or whether recusal of the Employee is required. That determination is final and not subject to appeal.

3. ~~Challenge of any other public servant.~~ A~~ny~~ person may challenge any other ~~p~~Public ~~s~~Servant's failure to declare a ~~c~~Conflict of ~~i~~Interest or failure to recuse ~~himself or her~~themself. A challenge in writing or ~~orally~~ made orally during a public meeting must be submitted to that person's appointing authority or the chair of that person's board or commission. The written challenge must state the facts supporting the challenge. Either the Town Council or the person's board or commission shall promptly inquire into the basis and facts of the challenge and render a determination as to whether a ~~c~~Conflict of ~~i~~Interest exists and/or whether recusal is required. That determination is final and not subject to appeal.

2.60.420~~-~~ Advisory opinions and waivers.

A. A~~ny~~ ~~p~~Public ~~s~~Servant may submit a written request to the Town Attorney for an~~d~~ advisory opinion on whether any conduct by that person would ~~constitute a~~ violat~~cion of~~ the Standards of Conduct. The Town Attorney shall render an advisory opinion thereon. Provided ~~that~~ the factual basis of the Town Attorney's advisory opinion is accurate and the circumstances are fully disclosed to the Town

Attorney by the ~~p~~Public ~~s~~Servant, the Town Attorney's advisory opinion shall provide the ~~p~~Public ~~s~~Servant a specific defense from enforcement of the ~~s~~Standards of ~~c~~Conduct or prosecution for ~~the~~ failing~~ure~~ to disclose a ~~c~~Conflict of ~~i~~Interest or ~~to~~ recuse themselves as may be required by the~~se~~ Standards of Conduct.

B. ~~Noncompliance with advisory opinions.~~ When the Town Attorney receives information supporting a belief that ~~the~~ a Public Servant has not complied with an advisory opinion ~~has not been complied with~~, the Town Attorney shall inform the ~~person~~ Public Servant and the Town Manager, and if it involves the Mayor or a Council Member, also the Town Council. The Town Manager, after consulting with the Town Attorney, shall take appropriate action to ensure compliance. ~~In the case of the Mayor or a Town Council member the Town Attorney shall inform the Town Council.~~

C. ~~Waivers.~~ Any current, former, or prospective ~~p~~Public ~~s~~Servant may submit a written request for a waiver of any provision of the Standards of Conduct in advance of taking any action that is subject to the waiver request. The Town Council is empowered to grant a waiver for ~~p~~Public ~~s~~Servants other than Employees if it finds ~~that~~ the waiver will serve the best interests of the Town. The Town Council shall ~~issue~~ provide notice through its meeting agenda ~~of~~ that ~~the~~it is consider~~ing ation of the~~a waiver request. The Town Manager ~~is empowered to~~may grant a waiver for Employees if he ~~or she~~ finds that the benefit to the Town in granting the waiver outweighs the potential harm.

Article 5. ~~–~~Enforcement Process ~~for Standards of Conduct~~

2.60.510~~-~~ Intentional ~~F~~flexibility in enforcement process ~~intended~~.

The purpose of the enforcement measures ~~contained~~ in this Article is to balance the severity of the alleged violation, the need for efficiency and effectiveness in reaching conclusions as to allegations of ethical wrongdoing, fairness to the parties, and the availability of public resources necessary to address alleged ethical wrongdoing. For that reason, this ~~Section~~ Article allows ~~for~~ flexibility in determining the appropriate means of enforcement ~~to be~~as determined by the Town Council sitting as the Board of Ethics. Sections 2.60.515 through ~~Section~~ 2.60.550 apply to ~~allegations of violation of the~~ Standards of Conduct violation allegations against all ~~p~~Public ~~s~~Servants except ~~for~~ Employees. Section 2.60.555 ~~describes~~ shall be the process for enforcing~~ement of violations of the~~ Standards of Conduct violation allegations ~~committed~~ against~~by~~ Employees.

2.60.515~~-~~ Definitions ~~for enforcement process~~.

For purposes of the enforcement process, the following terms have the below meanings assigned ~~meaning~~to them:

"Board of Ethics" or "Board" means the Town Council when sitting as the group of people responsible for upholding the ethical standards and procedures set forth in the Standards of Conduct.

1. "Business dDay" means a day other than Saturday, Sunday, or a recognized Town holiday during which the Town offices are closed for public business.

2. "Complainant" means the person filing a vVerified eComplaint with the Town in accordance with Section 2.60.525.

3. "Respondent" means the person who is alleged by a vVerified eComplaint to have violated the Standards of Conduct.

4. "Verified eComplaint" means a written complaint meeting the content requirements of Section 2.60.525(Bb).

2.60.520 General provisions related to enforcement.

A. The eComplainant shall not participate in the processing of the vVerified eComplaint except as a witness.

B. Disqualification. The Mayor or aCouncil mMember of the Town Council shall disqualify him or herthemself from participating in any matter where that person isthey are the Respondent.

C. No Ex parte communications. Neither Respondent, nor eComplainant, nor their representatives, may engage in ex parte communications with the Town Council, Board of Ethics, Hhearing Bbody, or Hhearing Oofficer on any matter pertaining to the vVerified eComplaint except as specifically provided by the Standards of Conduct. Correspondence or other general inquiries shall be directed only to the Town Attorney.

D. The Town Attorney will shall serve as the advisor to the Board of Ethics. Where When the Town Attorney is the Respondent in any vVerified eComplaint or is unable to participate due to a eConflict of iInterest or a declaration of an appearance of impropriety, the Board of Ethics shall designate another person to serve as the Board's advisor.

E. Members of the Board of Ethics shall be unbiased and neutral in their processing of the vVerified eComplaints. An appearance of impropriety does not arise solely from a professional relationship between a member of the Board of Ethics and the Respondent. However, if a member of the Board of Ethics is unable to remain unbiased and neutral or has a eConflict of iInterest, this they shall be disqualifiedy him or herself from participatingon in accordance with Section 2.60.410.

F. Board of Ethics Ggeneral administrative meetings of the Board of Ethics will be held during a regular or special Town Council meeting of the Town Council. An informal administrative review or a formal hearing may be held on another date and time as set by the Board of Ethics. For all actions of the Board of Ethics actions, a majority of the members presently appointed to the Board of Ethics shall constitute a quorum, except that a member of the Board of Ethics who is the subject of a vVerified ethics eComplaint will shall not be counted for the purpose

of determining a quorum at any Board of Ethics meeting that discusses such ~~c~~Complaint. Unless otherwise provided by the~~se~~ Standards of Conduct, a majority of the quorum that is both present and allowed to vote shall be required for any decision ~~of the Board~~.

2.60.525 ~~–~~Filing a Verified ~~c~~Complaint.

A. ~~Verified Ethics Complaint.~~

~~1.~~ An ethics action is commenced by any person, either individually or on behalf of an organization, filing a formal, written ~~ethics~~ Verified ~~c~~Complaint ~~("verified complaint")~~ with the Town.

~~2. Any person, either individually or on behalf of an organization, may file a complaint with the Town.~~

B. ~~Contents of the Verified Complaint.~~ A ~~v~~Verified ~~c~~Complaint must set forth the following:

1. The name of the individual(s), either personally or on behalf of an organization, submitting the ~~v~~Verified ~~c~~Complaint, together with mailing address, telephone number and, if available, electronic mail address. A ~~v~~Verified ~~c~~Complaint may not be anonymously submitted.

2. The name of the person(s) who allegedly ~~to have committed a~~ violated~~ion of~~ the Standards of Conduct.

3. A full description of the facts ~~that are~~ alleged ~~to~~ supporting a violation of the Standards of Conduct together with ~~a~~ specific citation to the Standards of Conduct allegedly ~~to be~~ violated, including the section, subsection, paragraph, and subparagraph.

~~4. The specific provisions of the Standards of Conduct, including citation to the specific section, subsection, paragraph and subparagraph, alleged to have been violated.~~

~~5.~~4. The names of witnesses who have knowledge of such facts, together with information sufficient to contact the persons identified.

~~6.~~5. A signature of the person(s) submitting the Verified ~~c~~Complaint with a verification stating the following:

> "The undersigned hereby certifies or affirms that the information contained within this verified complaint is true to the best of my knowledge, information, and belief formed after reasonable reflection. I have not filed this verified complaint for the purpose of harassment or to falsely disparage the

individual(s) claimed to have committed violations of the Monument Standards of Conduct."

C. ~~Filing of the Verified Complaint.~~ The Verified ~~c~~Complaint shall be deemed filed with the Town as of the date of receipt ~~of the complaint~~ by the Town Clerk~~, as outlined below~~.

1. ~~1.~~ Verified ~~c~~Complaints may be ~~is~~ filed by ~~delivery by~~ mail or hand delivery to the Town Clerk.

2. ~~2. Town Clerk disseminates the verified complaint to Town Council, Town Attorney, and any other parties whom Town Clerk deems appropriate.~~

D. ~~A v~~Verified ~~c~~Complaints shall ~~is to~~ be processed in the following manner:

1. Within five ~~b~~Business ~~d~~Days of the date filed ~~with the Town:~~,

   a. The Town Clerk shall deliver a copy of the Verified Complaint to all members of the Board of Ethics, the Town Manager, and the Town Attorney.

   b. ~~t~~The Town Clerk shall cause to be mailed or otherwise delivered to Respondent a copy of the ~~v~~Verified ~~c~~Complaint with a dated cover letter ~~to the Respondent. The delivered verified complaint must include~~ and a copy of the Standards of Conduct.

2. ~~The~~ Respondent may submit a written explanation or response ("Answer") to the allegations within ~~twenty-one (~~21~~)~~ calendar days of the date on the cover letter. The Answer shall be submitted to the Town Clerk.

3. ~~Within five business days of the date filed with the Town, the Town Clerk must deliver a copy of the verified complaint to all members of the Board of Ethics, the Town Manager, and the Town Attorney.~~ Within three ~~b~~Business ~~d~~Days of receipt of ~~the~~ an Answer, the Town Clerk ~~will also~~shall deliver the Answer ~~received from Respondent~~ to the Board of Ethics, the ~~c~~Complainant, the Town Manager, and the Town Attorney.

2.60.530 –Initial administrative review.

No sooner than ~~thirty (~~30~~)~~ calendar days following the date the Verified ~~c~~Complaint is filed ~~with the Town~~, the Board of Ethics shall convene during a regular or special public meeting ~~for a~~to review ~~of~~ the ~~v~~Verified ~~c~~Complaint and any Answer. The Board of Ethics ~~shall meet in a regular or special meeting to perform this review and~~ may ~~meet~~ convene ~~in~~ an executive session during such meeting pursuant to Section 24-6-402, C.R.S.~~,~~ for the purpose~~s~~ of receiving legal advice related to the ~~v~~Verified ~~c~~Complaint. Based on the contents and allegations of the ~~v~~Verified ~~c~~Complaint and any Answer, the Board of Ethics may~~,~~ make one or more of the following determinations:

A. The~~at the~~ ~~v~~Verified ~~c~~Complaint alleges facts that may be sufficient to constitute a ~~claim for~~ violation~~s~~ of the Standards of Conduct.

B. ~~That a~~A claim or claims ~~stated~~ in the ~~v~~Verified ~~c~~Complaint shall be dismissed without further action because of any of the following:

1. The Board has no jurisdiction over the individual(s) who allegedly ~~to have~~ violated the Standards of Conduct.~~;~~

2. The alleged ~~violation~~conduct, even if true, would not constitute a violation of the~~se~~ Standards of Conduct.~~;~~

3. The allegations ~~of~~ in the ~~v~~Verified ~~c~~Complaint were previously asserted in another ~~v~~Verified ~~c~~Complaint and ~~is~~ are already being considered or were~~as~~ resolved by the Board of Ethics.~~;~~

4. The Verified ~~c~~Complaint fails to include the information and statement required by Section 2.60.525(~~.~~B).

5. The alleged violation, even if true, is minor in nature and fails to justify the use of public resources to prosecute.~~;~~

6. The allegations ~~of~~ in the ~~v~~Verified ~~c~~Complaint involve actions or events that occurred more than one year prior to the date of ~~the~~ filing ~~of the verified complaint~~ and, due to the passage of time and the likely unavailability of evidence, witnesses, and witnesses' recollections, prosecution of the ~~v~~Verified ~~c~~Complaint will not justify the use of public resources.~~;~~

7. The ~~v~~Verified ~~c~~Complaint is, on its face, frivolous, groundless, or brought for purposes of harassment.~~;~~

8. The alleged violation is unlikely to be proven by the required standard of a preponderance of the evidence due to the evidence consisting of conflicting oral testimony and unverifiable statements.~~;~~

9. ~~The person who is the subject of the verified c~~Complainant has admitted wrongdoing and made or committed to make sufficient redress or remedy satisfactory to the Board of Ethics.~~;~~

10. The matter has become or will become moot because ~~the person who is the subject of the verified c~~Complainant is no longer a ~~p~~Public ~~s~~Servant or will no longer be a ~~p~~Public ~~s~~Servant prior to the conclusion of any consideration or investigation of the ~~v~~Verified ~~c~~Complaint's allegations.~~;~~

11. ~~The person who is the subject of the verified c~~Complainant previously obtained an advisory opinion ~~under Section 2.60.420 that~~ which identified the conduct as not ~~being in~~ violating~~on of~~ the Standards of Conduct.~~;~~

12. The Board of Ethics elected to refer the ~~v~~Verified ~~c~~Complaint to another agency~~,~~ including, but not limited to, law enforcement, the District Attorney, the state or federal Attorney General, or the Department of Justice~~, who has with~~ jurisdiction over the allegations ~~of the complaint~~ and such referral ~~will~~ better serves the public interest.~~; or~~

13. An~~O~~other reason based on legal principles in civil cases.

Dismissal of any claim and the reason for dismissal shall be made in writing and made available to the public. The Board of Ethics shall maintain continuing jurisdiction and authority to dismiss any allegations at any time.

2.60.535 ~~–~~Considerations of allegations.

Based on the initial administrative review, if the Board of Ethics determines the ~~v~~Verified ~~c~~Complaint alleges facts that may be sufficient to constitute a violations of the Standards of Conduct, the Board of Ethics may ~~direct that~~initiate one or more of the following processes ~~be initiated~~:

A. ~~Assignment to Investigation.~~ Investigation may be warranted where there are serious~~, and~~ contested factual issues associated with ethical behavior ~~that~~ which may be conclusively established through independent evidence review and ~~the interview of~~ witness~~es~~ interviews.

B. ~~Informal Administrative Review.~~ Informal administrative review may be appropriate to balance the need to resolve serious or important ethical allegations with ~~the~~ reasonable allocation of public funds. The informal administrative review process is intended as the more common procedure used in adjudicating ethical allegations.

C. ~~Formal Hearing.~~ A formal hearing ~~is for~~may be appropriate to resolv~~eing~~ serious, ~~and~~ contested allegations of ethical behavior that necessitate~~s the~~ use of public funds to restore ~~the~~ public confidence in the Town's government and its ~~p~~Public ~~s~~Servants. Formal hearings shall be used when a Verified ~~c~~Complaint ~~is~~ alleges~~ing~~ violations of Sections 2.60.240 ~~(Discrimination and Harassment)~~, 2.60.245 ~~(Criminal Violations)~~, and 2.60.260 ~~(Use of Public Office for Private Gain)~~. The Board of Ethics ~~is not prohibited from the~~may use ~~of~~ a formal hearing when a Verified ~~c~~Complaint ~~is received~~ relate~~d~~ to any other Standards of Conduct violation ~~contained in the Standards of Conduct~~.

2.60.540 ~~–~~Investigation.

A. ~~Scope of investigation.~~ The Board of Ethics' investigation referral ~~for investigation~~ must include all of the following:

1. The person, firm, or agency assigned to perform the investigation.~~;~~

2. The scope and purpose of the investigation including the specific issues of importance to the Board of Ethics.~~;~~

3. An investigation budget ~~for the investigation.~~;

4. A timeline for completion of the investigation and delivery of any report or work product(s) of the investigation. The timeline may not exceed ~~forty-five (~~45~~)~~ days unless approved by the Board of Ethics.~~;~~

5. The Town staff member or contractor assigned to administer and oversee the investigator.~~; and~~

6. Authority for ~~T~~the Board of Ethics ~~shall be authorized~~ to enter into one ~~(1)~~ or more contracts ~~for the~~to conduct ~~of~~ an investigation.

B. ~~Confidential work product investigation report.~~ If requested by the Board of Ethics, the appointed investigator must prepare a written report for the Board of Ethics. Such report is a confidential work product document and may not be subject to public disclosure as an inter-agency advisory or deliberative report assembled for the benefit of the Town Council~~,~~ which expresses an opinion or is communicated for the purpose of assisting the Town Council in reaching a decision within the scope of the Council's authority. ~~See Section 24-72-202(6.5), C.R.S.~~

C. ~~Subpoena power.~~ The appointed investigator is authorized to prepare and serve an administrative subpoena in a form approved by the Town Attorney to compel an interview or to compel the production of evidence or documents. A party's failure to comply with a subpoena shall be noted in the investigator's report and the Board of Ethics may make reasonable inferences from such failure as deemed appropriate by the Board of Ethics.

D. Upon conclusion of the investigation and production of the report~~,~~ if requested, the investigator shall ha~~v~~es no other role in ~~the~~ processing ~~of~~ a ~~v~~Verified ~~c~~Complaint other than as a witness.

2.60.545 ~~–~~Informal administrative review.

A. ~~Generally.~~ An informal administrative review is intended to permit the Board of Ethics the opportunity to consider allegations ~~of~~ in a ~~v~~Verified ~~c~~Complaint and use an expedited and cost-effective process to reach conclusions concerning allegations contained in a ~~v~~Verified ~~c~~Complaint. The informal administrative review process may be modified for any review without formally amending the~~se~~ Standards of Conduct at the Board's direction given the nature of the allegations.

B. ~~Notice.~~ Notice of the date, time, place, and purpose of the informal administrative review hearing ~~will~~ shall be provided to ~~the~~ Respondent and ~~the~~ Complainant not less than ~~twenty-one (~~21~~)~~ days prior to the hearing date ~~of the hearing~~. Notice of the informal administrative review hearing may also be posted on the Town's website to advise those persons interested in the proceeding.

~~C~~1. The notice must ~~also~~ state the deadline for submission to the Board of Ethics of affidavits or witness statements and any documentation supporting or refuting the allegations ~~to the Board of Ethics~~. The Board of Ethics will not accept documentation submitted after the ~~submitted~~ stated deadline.

2. The notice must inform the parties that they may have in attendance at the administrative review hearing any persons available to respond to questions asked by the Board of Ethics provided, however, that no formal opportunity for testimony shall be scheduled.

~~D~~C. ~~Administrative review.~~ At the designated time and place of the informal administrative review hearing, the Board of Ethics may consider timely submitted documentation related to the allegations in the ~~v~~Verified ~~c~~Complaint. The Board of Ethics may ask questions of individuals in attendance. No person shall have a right to present statements or testimony to the Board of Ethics and formal presentations are not required. Cross-examination is not permitted.

~~E~~D. At the conclusion of the informal administrative review hearing, the Board of Ethics shall deliberate and reach conclusions as to whether the allegations ~~of~~ in the ~~v~~Verified ~~c~~Complaint are established by a preponderance of the evidence available to the Board. A majority vote of a quorum present shall be required for any decision made by the Board of Ethics. For those allegations that are established by a preponderance of the evidence, the Board may impose one ~~(1)~~ or more of the following penalties as approved by a majority of all members of the Board of Ethics:

1. Oral or written reprimand delivered to ~~the individual~~Respondent.~~;~~

2. Oral or written reprimand announced or read publicly during a Town Council meeting ~~of the Town Council~~.~~;~~

3. Suspension or removal of ~~the~~ Respondent from any Town committee, board, liaison, or representative position ~~of the Town~~.~~;~~

4. Payment of a monetary amount as restitution or reimbursement for all or a portion of actual damages incurred by the Town and/or another party damaged or harmed by ~~the~~ Respondent's ethical violation ~~of the Respondent, which amount shall not exceed the salary to be earned by the Respondent for their remaining term in office~~.~~;~~

5. Penalty of double the amount of the financial benefit obtained by ~~the individual~~Respondent for ~~a~~ breach of the public trust for private gain.~~; and/or~~

6. Such penalty as deemed just and appropriate depending on the seriousness of the violation and the mitigating circumstances.

The Board of Ethics shall not issue a penalty involving suspension or removal from elected office following ~~an~~ informal administrative review.

2.60.550 ~~–~~Formal hearing.

A. In the event that one ~~(1)~~ or more allegations are not dismissed by the Board of Ethics, the Board ~~of Ethics~~ may direct that the matter proceed~~s~~ to a formal hearing in accordance with the procedure set forth in this Section.

B. ~~Appointment of Ethics Prosecutor.~~ Subject to contract approval by the Town Council, the Board of Ethics may appoint an attorney to serve as the c~~E~~thics p~~P~~rosecutor of the ~~v~~Verified ~~c~~Complaint. The ~~E~~cthics ~~P~~prosecutor is authorized to perform in accordance with the provisions of this Section and a contract approved by the Town Council. Following ~~the~~ appointment of the ~~E~~cthics ~~P~~prosecutor, the name of the appointed ~~Ethics P~~prosecutor ~~will~~ shall be hand delivered or mailed to ~~the~~ Respondent.

C. ~~Notice of formal hearing.~~ A notice of formal hearing setting forth the alleged violations must be mailed to ~~the~~ Respondent and the ~~E~~cthics ~~P~~prosecutor. The notice of formal hearing ~~will~~ shall inform ~~the~~ Respondent that they~~he or she~~ may be represented by an attorney or other representative at their~~his or her~~ own cost. The notice ~~will~~ shall invite ~~the~~ Respondent to file an Answer to the allegations contained in the ~~v~~Verified ~~c~~Complaint, or to update any Answer previously filed ~~pursuant to Section 2.60.525(d)(2)~~, within ~~twenty-one (~~21~~)~~ calendar days of the date of ~~the~~ receipt of the notice. The ~~received~~ Answer ~~will~~ shall be mailed or delivered promptly to the ~~E~~cthics ~~P~~prosecutor.

D. ~~Appointment of Hearing Body and Chair or Hearing Officer.~~ The Board of Ethics shall appoint one ~~(1)~~ of the following to preside over and decide the alleged violation:

1. A ~~H~~hearing ~~O~~officer.~~; or~~

2. A ~~H~~hearing ~~B~~body comprised of one ~~(1)~~ of the following:

   a. A three-person panel comprised of members of the Board of Ethics.~~;~~

   b. The Board of Ethics.~~; or~~

   c. An odd-numbered panel of Town residents ~~of the Town~~ (not to exceed seven) selected at random from among persons expressing interest in serving as a ~~H~~hearing ~~B~~body for matters arising under the Standards of Conduct. The Board may select alternate members to be available if appointed members are later unavailable to participate.

The ~~H~~hearing ~~B~~body ~~must~~ shall designate a ~~C~~chair. The ~~H~~hearing ~~B~~body ~~C~~chair or the ~~H~~hearing ~~O~~officer shall be authorized to hear and decide pre-hearing

matters and ~~to~~ function as ~~C~~chair at the hearing. Following ~~the H~~hearing ~~B~~body or ~~H~~hearing ~~O~~officer selection, notice of the name(s) of those persons appointed shall be mailed to ~~the~~ Respondent and the ~~E~~ethics ~~P~~prosecutor.

E. ~~Challenge of Hearing Officer, Hearing Body members, or Ethics Prosecutor for bias or prejudice. The~~ Respondent or ~~c~~Complainant may challenge any appointed member of the ~~H~~hearing ~~B~~body, the ~~H~~hearing ~~O~~officer, or the ~~E~~ethics ~~P~~prosecutor for bias or prejudice by submittingssion of a written challenge containing the specific reasons for such challenge. A challenge must be made within seven ~~b~~Business ~~d~~Days of the date of notice of ~~the~~ appointment of the member of the ~~H~~hearing ~~B~~body, the ~~H~~hearing ~~O~~officer, or ~~E~~ethics ~~P~~prosecutor; thereafter, no challenge shall be considered. The Board of Ethics shall consider all timely challenges and shall remove any appointed member or the ~~E~~ethics ~~P~~prosecutor upon a finding of reasonable bias or prejudice under Colorado law. The Board shall promptly appoint another member to fill the position of a removed person with notice of such appointment to ~~the~~ Respondent and ~~c~~Complainant.

F. Pre-hearing matters.

1. ~~Setting of hearing date.~~ As a representative of the ~~H~~hearing ~~B~~body or ~~H~~hearing ~~O~~officer, the Town Attorney or a Board of Ethics appointed representative shall contact ~~the~~ Respondent and the ~~E~~ethics ~~P~~prosecutor to set a date and place for the formal hearing, taking into consideration the timeline for pre-hearing matters. A reasonable attempt ~~will~~ shall be made to accommodate the parties' schedules in selecting a hearing date. A notice of hearing ~~will~~ shall be mailed to the ~~H~~hearing ~~B~~body or ~~H~~hearing ~~O~~officer, ~~the~~ Respondent, the ~~E~~ethics ~~P~~prosecutor, and ~~the~~ Complainant. Rescheduling of the noticed hearing date ~~of formal hearing~~ shall require approval of the ~~H~~hearing ~~B~~body or ~~H~~hearing ~~O~~officer.

2. ~~Pre-hearing statements.~~ The parties shall file their pre-hearing statements at least ~~twenty-one (~~21~~)~~ calendar days before the hearing date ~~of the formal hearing~~. The pre-hearing statements ~~must~~ shall list final witnesses (including a detailed summary of their offered testimony and the estimated time required for direct examination), final exhibits relevant to the issues being reviewed, and any agreed upon stipulations ~~of the parties~~.

   Evidence ~~that was~~ not disclosed timely by a party in a prehearing statement shall not be admissible at a hearing absent a showing of good cause.

3. ~~Pre-hearing conference.~~ The ~~H~~hearing ~~B~~body ~~C~~chair or ~~H~~hearing ~~O~~officer may choose to set a pre-hearing conference, at which time a schedule and hearing order may be adopted. Such hearing order shall include the exchange of proposed exhibits and witness lists. The ~~H~~hearing ~~B~~body

~~C~~chair or ~~H~~hearing ~~O~~officer may determine any outstanding procedural or evidentiary issues at the pre-hearing conference.

4. ~~Subpoena authorized.~~ Subpoenas to compel the attendance of witnesses at the hearing~~,~~ whose testimony is determined by the ~~H~~hearing ~~O~~officer to be relevant and necessary to the proceeding~~,~~ may be issued only by the ~~H~~hearing ~~O~~officer or ~~H~~hearing ~~B~~body upon the motion of either party and supported by an offer of proof as to the material facts that will be provided by the witness.

   a. Subpoenas shall be served on the witness to whom it is directed in the same manner as subpoenas are served in proceedings in ~~the~~ State district courts ~~for the State of Colorado~~ pursuant to Colorado Rule of Civil Procedure Rule ~~(C.R.C.P.)~~ 45. A subpoena for testimony at a hearing shall be served at least ~~forty-eight (~~48~~)~~ hours before the first day of hearing. Immediately following service of a subpoena, the party who requested the subpoena shall serve a copy of the return of service on all parties.

   b. Any non-party or a representative thereof may move to quash or modify a subpoena. The ~~H~~hearing ~~B~~body ~~C~~chair or ~~the H~~hearing ~~O~~officer, in consultation with the Town Attorney or other representative assigned by the Board of Ethics to assist in the ~~formal~~ hearing process, ~~will~~ shall decide the issues raised in the motion to quash.

   c. If it is not feasible for a subpoenaed witness to appear at the hearing in person, upon motion, the ~~H~~hearing ~~O~~officer or ~~H~~hearing ~~B~~body may require the witness to answer written interrogatories, ~~to~~ appear at a deposition, or ~~to~~ testify remotely by telephone or other means. The ~~H~~hearing ~~O~~officer or ~~H~~hearing ~~B~~body shall require that the costs of such ~~a~~ deposition be paid by the party requesting the witness's testimony.

   d. Subpoenas issued pursuant to this Section may be enforced by the Municipal Court pursuant to ~~Article 2, Chapter 2.36, Title 2 of the~~this ~~Town~~ Code.

G. Hearing process.

1. The ~~H~~hearing ~~O~~officer or ~~the H~~hearing ~~B~~body ~~C~~chair shall conduct the hearing in as informal a manner as is consistent with a fair, efficient, and speedy presentation of the issues. The ~~H~~hearing ~~B~~body ~~C~~chair or ~~the H~~hearing ~~O~~officer shall administer oaths or accept affirmations from witnesses and decide all points of order, procedure, and evidence unless overruled by ~~the~~ majority vote of the ~~H~~hearing ~~B~~body. Whether and how

the Colorado Rules of Evidence are applied lies within the discretion of the ~~H~~hearing ~~O~~officer or ~~H~~hearing ~~B~~body.

~~2. Conduct of Hearing.~~

~~a~~2. ~~Any s~~Stipulated exhibits and facts shall be admitted into evidence at the beginning of the hearing.

~~b~~3. The party with the burden of proof shall proceed first and may call witnesses and seek ~~the~~ admission of evidence. The opposing party shall proceed second and may call witnesses and seek the admission of additional evidence. Witnesses may be called out of order as determined by the ~~H~~hearing ~~O~~officer or ~~H~~hearing ~~B~~body. The party with the burden of proof may present rebuttal evidence at the close of the opposing party's case.

~~c~~4. The parties may present evidence and witnesses and may cross-examine the other party's witnesses.

~~i~~a. Testimony shall be given under oath or affirmation.

~~ii~~b. At the request of the opposing party, the ~~H~~hearing ~~O~~officer or ~~H~~hearing b~~B~~ody may require an offer of proof before beginning the testimony of any witness to establish the witness's testimony is necessary to resolve the issues being reviewed.

~~iii~~c. No witness shall be badgered, abused, insulted, or berated. The ~~H~~hearing ~~O~~officer or ~~H~~hearing ~~B~~body may cut short any examination being conducted in an unproductive or unprofessional manner. The ~~H~~hearing ~~O~~officer may examine that witness or direct the examiner to inquire only about topics germane to ~~the~~ resolving~~ution of~~ the issues.

~~d~~5. At the conclusion of the evidence, the parties may make closing arguments or, with the consent of the ~~H~~hearing ~~B~~body ~~C~~chair or ~~H~~hearing ~~O~~officer, submit briefs or written summaries of their respective positions.

H. ~~Record of Hearing.~~ An electronic ~~or stenographic~~ record of the hearing shall be made by the Town as the official record of proceedings and retained ~~in the Office of~~ by the Town Clerk for two ~~(2)~~ years after the matter is concluded. No other recording or record shall be made or recognized as official or accurate.

I. ~~Deliberation.~~ As soon as practicable after the hearing, the ~~H~~hearing ~~B~~body or ~~H~~hearing ~~O~~officer shall review the evidence and determine if the allegations in the ~~Notice of Hearing~~ Verified Complaint have been proven by a preponderance of the evidence. The ~~H~~hearing ~~B~~body or ~~H~~hearing ~~O~~officer shall issue a written decision that includes findings of fact and application of the facts to the Standards of Conduct. Only members ~~who have been~~ present for the hearing may participate

in the deliberations and contribute to the written opinion. Any findings and recommendations must be adopted by a two-thirds majority vote of a quorum of the ~~H~~hearing ~~B~~body present and voting. The ~~H~~hearing ~~B~~body or ~~H~~hearing ~~O~~officer shall dismiss any allegation or claim ~~of~~ in the ~~v~~Verified ~~c~~Complaint ~~if~~which it determines ~~the violation~~ was not established by a preponderance of the evidence. The written decision of the ~~H~~hearing ~~B~~body or ~~H~~hearing ~~O~~officer shall be delivered to the Board of Ethics and scheduled for formal acceptance and approval by the Board ~~of Ethics~~ at a public meeting. Such formal acceptance and approval shall require a two-thirds majority vote of a quorum of the Board ~~of Ethics~~. The Board of Ethics shall mail a written copy of the Board's accepted and approved findings, conclusions, and order to ~~the~~ Respondent, ~~c~~Complainant, and the ~~E~~ethics ~~P~~prosecutor.

J. ~~Available penalties.~~ Following a formal hearing conducted in accordance with this Section and a finding of violation of one ~~(1)~~ or more of the provisions of the Standards of Conduct, the ~~H~~hearing ~~B~~body or ~~H~~hearing ~~O~~officer may recommend any one ~~(1)~~ or more of the following penalties:

1. ~~o~~Oral or written reprimand delivered to ~~the individual~~Respondent.~~;~~

2. ~~o~~Oral or written reprimand announced or read publicly during a Town Council meeting ~~of the Town Council~~.~~;~~

3. ~~l~~Leave of Respondent from any Town committee, board, liaison, or representative position ~~of the Town~~.~~;~~

4. ~~s~~Suspension or removal of Respondent from any Town committee, board, liaison, or representative position ~~of the Town~~.~~;~~

5. ~~p~~Prohibition against ~~being~~ eligibi~~l~~ity~~e~~ for any future appointment to a Town committee, board, liaison, or representative position ~~of the Town (ineligibility for appointment as Mayor Pro Tem)~~.~~;~~

6. ~~p~~Payment of a monetary amount as restitution or reimbursement for all or a portion of actual damages incurred by the Town and/or another party damaged or harmed by ~~the~~ Respondent's ethical violation ~~of the Respondent~~.~~;~~

7. ~~p~~Penalty of double the amount of the financial benefit obtained by ~~the individual~~Respondent for ~~a~~ breach of the public trust for private gain.~~; and/or~~

8. ~~s~~Such penalty as deemed just and appropriate depending on the seriousness of the violation and the mitigating circumstances.

K. ~~Recommendations of suspension or removal.~~ If the findings, conclusions, and order of the ~~H~~hearing ~~B~~body or ~~H~~hearing ~~O~~officer recommend suspension or removal of ~~the~~ Respondent from elected or appointed office or from an

appointment as a~~n~~ Town officer ~~of the Town~~, the Board of Ethics shall promptly consider such recommendation in a public meeting. Where ~~the~~ Respondent is the Mayor or a Council ~~m~~Member ~~of the Town Council~~, ~~the~~ Respondent shall be recused from participatingon ~~on~~ due to a ~~c~~Conflict of ~~i~~Interest. Any decision by the Board of Ethics to suspend or remove a Respondent from public service shall require a unanimous vote of all ~~Town~~ Council ~~m~~Members present and voting, or as permitted by ~~Town of Monument~~ Charter, Section 2.11 ~~– Removal from Office~~.

L. ~~Appeal. The~~ Respondent or ~~c~~Complainant may appeal any formal hearing decision ~~resulting from a formal hearing~~ in accordance with Colorado ~~.~~Rules of~~.~~ Civil~~.~~ Procedure Rule~~.~~ 106(a)(4). For ~~the~~ purposes of appeal, the date of final decision shall be the date of hand delivery or certified mailing of the findings, conclusions, and order.

2.60.555 ~~–~~Enforcement of ethical violations committed by Employees.

The method and manner of enforcingement ~~of~~ thes~~e~~ Standards of Conduct for allegations ~~made~~ against Employees shall be subject to the Town Manager's discretion ~~of the Town Manager~~ who, pursuant to ~~Monument~~ Charter Section 7.3, is responsible for ~~the~~ supervising,~~on of Employees and~~ ~~the~~ suspendingsion, transferring, or terminatingon ~~of~~ ~~any~~ Employees. When enforcing thes~~e~~ Standards of Conduct for ethical allegations against Employees, the Town Manager may be guided by the purpose and intent of the enforcement section of the Standards of Conduct and its processes and procedures to effectuate a fair and effective result that instills confidence in the Employees. ~~For the avoidance of doubt and w~~With regard to Employees, the Town Manager is not required to enforce the Standards of Conduct and Employees are not subject to the enforcement mechanisms of Article 5 of thes~~e~~ Standards of Conduct.

2.60.560~~-~~ Removal from Office.

~~A.~~ The Mayor and ~~any~~ Council ~~m~~Members may be removed from office through recall as provided in Charter Section 5.1 ~~of the Charter~~.

~~B.~~ The Town Council shall be authorized to remove any member of the Town Council from office pursuant to Charter Section 2.11(2). ~~of the Charter subject to the following provisions:~~

~~1. If the Mayor or any Councilmember fails to attend two or more regular Council meetings within a calendar year without prior notice, the Mayor or Councilmember may be removed by an affirmative vote of five members of the Town Council. If the Mayor or any Councilmember fails to attend four or more regular Council meetings within a calendar year, the Mayor or Councilmember may be removed by an affirmative vote of five members of the Town Council. No such removal shall be made without a charge in writing and an opportunity of hearing being given.~~

~~2. If the Mayor or any Councilmember is censured twice during a term, the Mayor or Councilmember's position shall be deemed vacant at the next~~

~~regular municipal election. The length of the term of the person elected as a result of the vacancy shall comply with Section 2.7(2)(b) of the Charter.~~

~~3. For the purposes of this Subsection B, t~~The Mayor ~~or~~ and ~~any~~ Council ~~m~~Members shall be deemed to have given "prior notice" of their absence from regular Council meetings if such notice is submitted to the Town Clerk via mail, hand delivery, email, text message, or telephone call prior to the meeting. The Mayor or Council ~~m~~Member shall confirm the Town~~'s~~ Clerk's receipt of such prior notice no later than ~~twenty-four (~~24~~)~~ hours following such meeting. Such notice shall state the date of the meeting at which the Mayor or Council ~~m~~Member expects to be absent and the reason for such absence. The Town Clerk shall note whether an absentee Mayor or Council ~~m~~Member provided sufficient prior notice in the minutes for the meeting. In the absence of such notation, it shall be presumed that the Mayor's or ~~subject~~ Council ~~m~~Member's absence was not excused.

COLLINS | COLE
FLYNN | WINN | ULMER

MEMORANDUM

April 14, 2025

TO: Town Council
Town of Monument

FROM: Bob Cole, Town Attorney

RE: **Resolution Finding Petition for the Old Denver Road Annexation to be in Substantial Compliance**

SUMMARY

As you are aware, a Petition for Annexation ("Petition") of property know as Old Denver Road (the "Property") has been filed with the Town Clerk. The next step in the annexation process is for Town Council to determine whether the Petition is in substantial compliance with the Annexation Act. If it is, Council should adopt the attached Resolution Finding Substantial Compliance ("Resolution") that sets a date, time and place for a public hearing ("annexation hearing") to determine whether the petition complies with legal requirements and the area is eligible for annexation.

DISCUSSION

For the Town Council to determine that the Petition is in substantial compliance with the Municipal Annexation Act, it must include:

(a) Allegations that it is desirable and necessary to annex the area; that the petition is signed by a sufficient number of petitioners meeting the requirements as stated previously for the type of petition submitted; and that the substantive requirements for annexation are met.

(b) Four copies of a detailed legal description of the Property.

(c) Four copies of the annexation map, which must include:

(i) The boundary of the area to be annexed, including plat, numbers of plots or lots and blocks of subdivided land.

(ii) The location of each ownership tract of unplatted land.

(iii) The contiguous boundary of the Town and any other municipality abutting the Property.

(d) A sufficient number of signatures, depending upon the type of petition submitted. The date of signing, mailing address and legal description of the land owned by each petitioner.

(e) Executed affidavit of circulator.

CONCLUSION

If the Town Council determines that the Petition includes allegations and information meeting all of the above listed criteria, the Town Council should adopt the Resolution funding the Petition substantially complies with Municipal Annexation Act. The Resolution also schedules the annexation hearing to the consider whether the allegations of the Petition are true, and if so, whether the Property should be annexed.

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)

DM 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:

DM 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 7th day of April, 2025.

TOWN OF MONUMENT
PETITIONER:

4/8/25
(Date)

By: Madeline VanDenHoek, Interim Town Manager

645 Beacon Lite Road Monument CO., 80132
(Mailing Address)

STATE OF COLORADO)
) ss.
COUNTY OF El Paso)

The foregoing was subscribed and sworn to before me this 8th day of April, 2025, by MadelineVanDenHoek as Petitioner and Owner.

Witness my hand and official seal.

My commission expires: 05/16/2026

TINA ERICKSON
NOTARY PUBLIC
State of Colorado
Notary ID # 20184020850
My Commission Expires 05/16/2026

Notary Public

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 7 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.

Madeline VanDenHoek

Laura Hogan
Circulator

STATE OF COLORADO)
) ss.
COUNTY OF El Paso)

The foregoing AFFIDAVIT OF CIRCULATOR was subscribed and sworn to before me this 15th day of April, 2025, by Laura Hogan.

Witness my hand and official seal.

My commission expires: May 19, 2027

MIRIELLE M BOCK
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20234018905
MY COMMISSION EXPIRES MAY 19, 2027

Mirielle M. Bock
Notary Public

EXHIBIT A
ANNEXATION MAP

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:

1. THIS ANNEXATION PLAT DOES NOT REPRESENT A MONUMENTED LAND SURVEY NOR A LAND SURVEY PLAT. ALL INFORMATION SHOWN HEREON WAS TAKEN FROM PUBLIC RECORDS.
2. DATE OF PREPARATION: JANUARY 31, 2025
3. UNITS: US SURVEY FEET
4. 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°05'48" EAST, AS DESCRIBED IN BARGAIN AND SALE DEED RECORDED AT RECEPTION NUMBER 208029077 ON MARCH 12, 2008.
5. 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.
6. 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:

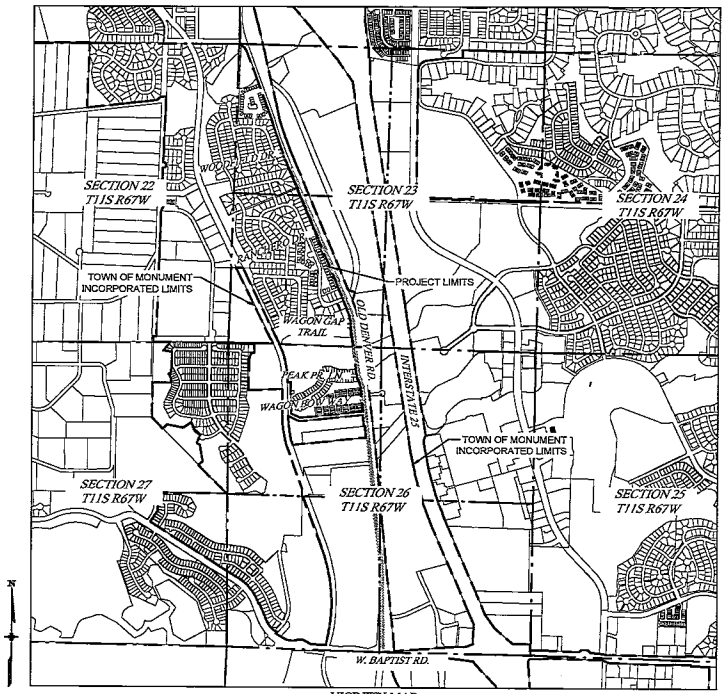
State of Colorado)
) ss.
County of El Paso)

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:_____
Rd:_____

Fee:_____
Surcharge:_____



VICINTY MAP
1"=1000'

PROPERTY OWNER'S CERTIFICATE:

Know all men by those 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:

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 PLS 4842, SAID POINT BEING THE POINT OF BEGINNING;
2. THENCE, ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, NORTH 00° 05'48" EAST A DISTANCE OF 1274.14 FEET;
3. THENCE NORTH 03°02'55" 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 460.00 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 7128004008;
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 7128004002, 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 7128000007, 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 7128003001, 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 205087067 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°39'29", 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 1456.09 FEET TO THE NORTHEAST CORNER OF SAID SUBDIVISION;
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 23°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°59'28", A RADIUS OF 863.02 FEET, AND AN ARC LENGTH OF 255.93 FEET;
26. THENCE SOUTH 05°46'38" EAST A DISTANCE OF 424.65 FEET;
27. THENCE NORTH 88°15'22" EAST A DISTANCE OF 9.44 FEET;
28. THENCE SOUTH 07°32'12" EAST A DISTANCE OF 494.32 FEET;
29. THENCE SOUTH 18°38'11" EAST A DISTANCE OF 235.99 FEET;
30. THENCE SOUTH 06°22'19" EAST A DISTANCE OF 1318.88 FEET;
31. THENCE SOUTH 05°45'46" EAST A DISTANCE OF 606.86 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 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°05'48" 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 _____.

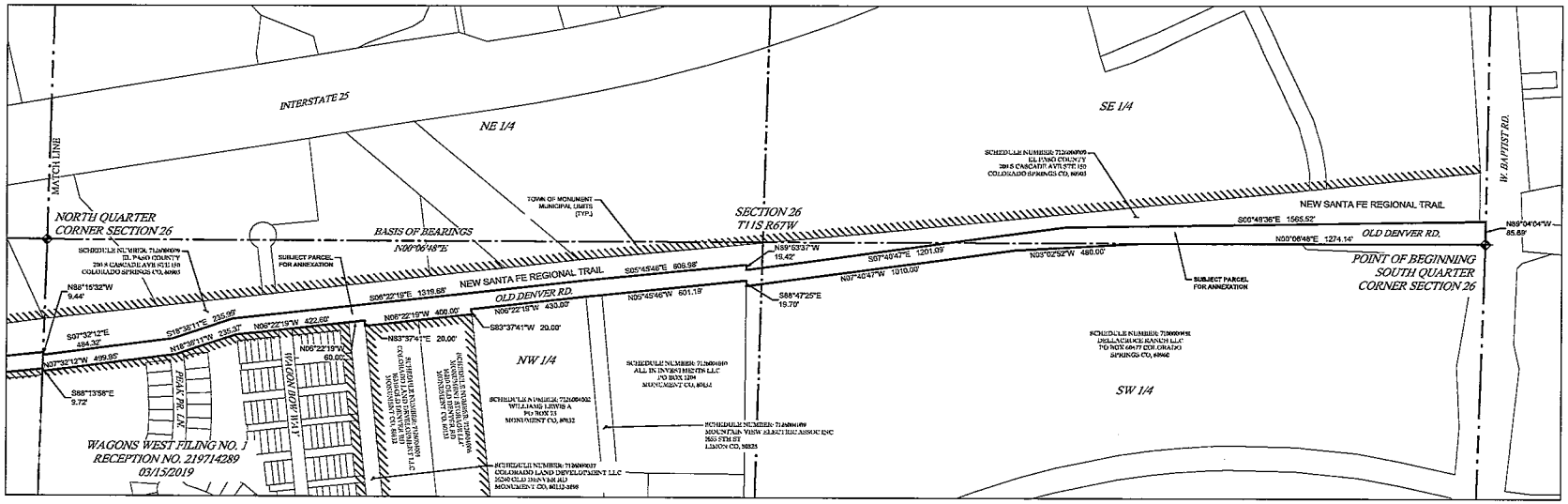
Notary Signature_____

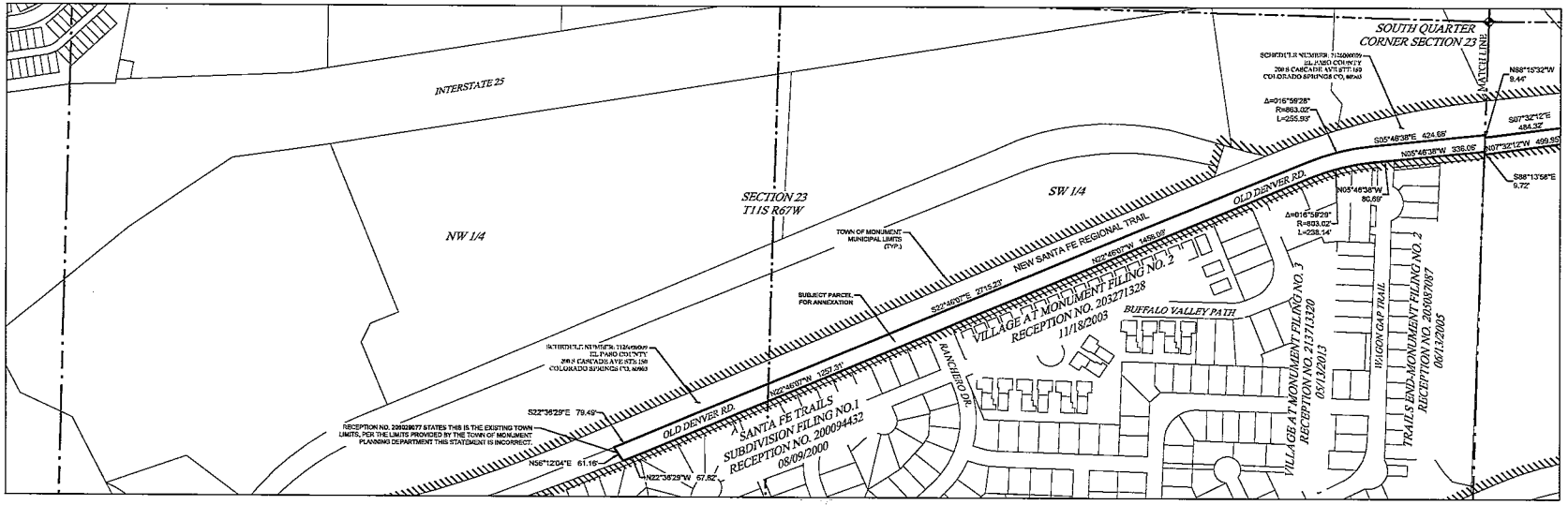
My Commission Expires: _____

JACOBS PROJECT NO.	W1270601
CLIENT PROJECT NO.	N/A
REVISION/ADDITION	
Drawn: SDP DATE: 03/31/2025 SCALE: N/A	
Jacobs 1512 South Katherine Grove Circle, Suite 200N, Greenwood Village, CO 80121 +1 (303) 771-0900	SECTIONS 23 & 26, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN TOWN OF MONUMENT, COLORADO
	TITLE: OLD DENVER ROAD ANNEXATION PLAT
	DIVISION: DRAWING NO. W1270601 Old Denver Road Annexation.dwg SHEET NO. 1 OF 2

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

SECTIONS 23 & 26, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN TOWN OF MONUMENT, COLORADO

OLD DENVER ROAD ANNEXATION PLAT

WV01960 Old Denver Road Re-Project

2 OF 2

TOWN OF MONUMENT, COLORADO
TOWN COUNCIL

RESOLUTION NO. 25-2025

A RESOLUTION INITIATING ANNEXATION PROCEEDINGS FOR CERTAIN PROPERTY TO BE KNOWN AS THE OLD DENVER ROAD ANNEXATION AND FINDING THE PETITION FOR ANNEXATION NO. 24-2025 TO BE IN SUBSTANTIAL COMPLIANCE WITH SECTION 31-12-107, C.R.S.

WHEREAS, a Petition for Annexation No. 24-2025 ("Petition") has been filed with the Town Clerk of the Town of Monument, Colorado ("Town") and referred by the Clerk to the Town Council, requesting annexation of certain property to be known as the Old Denver Road Annexation (the "Property"); and

WHEREAS, the Petition contains the following:

A. An allegation that it is desirable and necessary that the Property be annexed to the Town;

B. An allegation that the Property meets the requirements of Sections 31-12-104 and 31-12-105, C.R.S., and is eligible for annexation in that:

1. Not less than one sixth (1/6th) of the perimeter of the Property is contiguous with the Town, which contiguity may be established by the annexation of one or more parcels in a series.

2. A community of interest exists between the Property and the Town; the Property is urban or will be urbanized in the near future; and the Property is integrated with or is capable of being integrated with the Town.

3. Without the consent of the landowners, no land included within the Property, which is 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:

    a. is divided into separate parts or parcels, unless such tracts or parcels are separated by a dedicated street, road, or other public way; or

    b. comprises 20 acres or more and, together with the buildings and improvements situated thereon, has a valuation for assessment in excess of $200,000.00 for ad valorem tax purposes for the year next preceding the proposed annexation.

4. No annexation proceedings have been commenced for the annexation to another municipality of part or all of the Property.

5. The annexation of the Property will not result in the detachment of area from any school district and the attachment of it to another school district.

6. The annexation of the Property will not have the effect of extending the boundary of the Town more than three miles in any direction from any point of the Town's boundary in any one year.

7. 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.

8. Reasonable access shall not be denied to landowners, owners of an easement, or the owners of a franchise, adjoining any platted street or alley annexed by the Town but not bounded on both sides by the Town.

C. An allegation that the signers of the Petition comprise landowners of one hundred percent (100%) of the Property;

D. A request that the Town approve annexation of the Property;

E. The signatures of such landowners;

F. The mailing address of each Petition signer;

G. The legal description of the land owned by each Petition signer;

H. The date of signing of each signature, which date is not more than one hundred eighty (180) days prior to the date of filing of the Petition with the Town Clerk;

I. An affidavit of each circulator of the Petition that each signature is the signature of the person whose name it purports to be;

J. Four copies of an annexation map containing a written legal description of the boundaries of the Property; a map showing the boundary of the Property; a showing of the location of each ownership tract of unplatted land, and the boundaries and the plat numbers of plots or lots and blocks of platted land within the Property, and the boundary of the Town and any other municipality contiguous to the Property.

WHEREAS, the Town Council has determined that it is in the best interests of the citizens of the Town to annex said area to the Town; and

WHEREAS, the Town Council desires to initiate annexation proceedings in accordance with law.

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

1. The recitals contained above are incorporated as if resolved and set forth in full.

2. The Petition and the annexation map are in substantial compliance with the requirements of Section 31-12-107(1), C.R.S, and the provisions of the Municipal Annexation Act.

3. The Town Council hereby accepts the Petition and initiates annexation proceedings for the Property, situated in the County of El Paso, State of Colorado, as described in the Petition, and incorporated herein by this reference.

4. The Notice attached hereto and incorporated herein as Exhibit A is adopted as a part of this Resolution. The Notice establishes the date, time, and place when a hearing will be held regarding the final passage of an annexation ordinance pertaining to the Property. The Town Clerk is directed to publish a copy of this Resolution and the Notice once a week for four successive weeks in a newspaper of general circulation within the Property, with the first publication at least thirty days prior to the hearing.

5. A copy of the published Notice, together with a copy of this Resolution and the Petition, shall also be sent by registered mail by the Town Clerk to the Board of County Commissioners, the County Attorney and to any special district or school district having territory within the Property at least twenty-five days prior to the date fixed for such hearing.

6. The proposed annexation constitutes a “flagpole” annexation. The Town Clerk shall also provide notice to abutting property owners as specified in Sections 31-12-105(e.1) and (e.3), C.R.S.

ADOPTED by a vote of ____ in favor and ____ against, this 21st day of April, 2025.

TOWN OF MONUMENT

By: _____
Mitch LaKind, Mayor

Attest:

_____
Tina Erickson, Town Clerk

I hereby certify that the above Resolution was introduced to and approved by the Town Council of the Town of Monument at its meeting of April 21, 2025.

By: _____
Tina Erickson, Town Clerk

EXHIBIT A
NOTICE OF HEARING

TO ALL PERSONS INTERESTED:

PLEASE TAKE NOTICE that the Town Council of the Town of Monument, Colorado has adopted a Resolution Initiating Annexation Proceedings for Certain Property known as the Old Denver Road Annexation, said Annexation being more particularly described on Exhibit A-1 attached hereto.

That, on the 16th day of June, 2025, at the hour of 6:30 PM, or as soon thereafter as the matter may come on for hearing at the Town Council Chambers, Town of Monument, 645 Beacon Lite Road, Monument, Colorado, 80132, the Town Council will hold a hearing for the purpose of finding and determining whether the property proposed to be annexed meets the applicable requirements of Colorado law and is considered eligible for annexation. At such hearing, any person may appear and present such evidence upon any matter to be determined by the Town Council.

Dated this _____ day of April, 2025.

By: _____
Tina Erickson, Town Clerk

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;

Carl R. McClellan, P.L.S. 17496

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

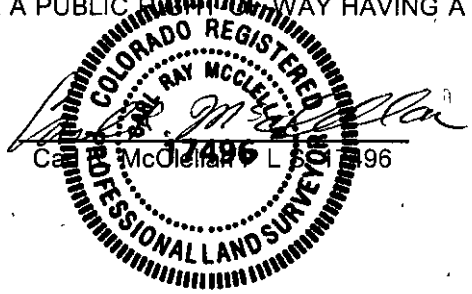
SECTIONS 23 AND 26, TOWNSHIP 11 SOUTH, RANGE 67 WEST
OF THE 6th P.M EL PASO COUNTY, COLORADO

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



Carl R. McClellan, L.S. 17496

SCALE: NTS DATE: 12/11/07 DRAWING: OldDenverROW BY: RLP	EL PASO COUNTY DEPARTMENT OF TRANSPORTATION

MEMORANDUM

TO: The Honorable Mayor and Town Council
FROM: Thomas A. Tharnish, Director of Public Works
DATE: February 18, 2025
RE: Resolution 25-2025 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 25-2025, approving an amendment to the IGA establishing the Loop Water Authority.

TOWN OF MONUMENT

RESOLUTION NO. 27 - 2025

A RESOLUTION APPROVING AN AMENDMENT 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 with each agency providing two 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 21 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:

Town of Monument

PRINCIPLES OF SOUND FINANCIAL MANAGEMENT

- DRAFT - 2025

February 20, 2025 – Created
March 17, 2025 – Finance Review

TABLE OF CONTENTS

Introduction

The Town of Monument has an important responsibility to its community to carefully account for public funds, to manage its finances wisely, and to plan for the adequate funding of services desired by the public, including the provision and maintenance of public facilities. In these times of tight budgets, continued changes in federal and state policies toward local government, and limited growth in the Town's tax base, the Town needs to ensure that it is capable of adequately funding and providing those government services desired by the community.

These adopted Principles of Sound Financial Management establish guidelines for the Town's overall fiscal planning and management. These principles are intended to foster and support the continued financial strength and stability of the Town of Monument as reflected in its financial goals. The Town's financial goals are broad, timeless statements of the financial position the Town seeks to attain:

- To deliver quality services on an affordable, efficient and cost-effective basis providing full value for each tax dollar.

- To maintain an adequate financial base to sustain a sufficient level of municipal services, thereby preserving the quality of life in the Town of Monument.

- To have the ability to withstand local and regional economic fluctuations, to adjust to changes in the service requirements of our community, and to respond to changes in Federal and State priorities and funding as they affect the Town's residents.

- To maintain a high bond credit rating and to provide assurance to the Town's taxpayers that the Town government is well managed and financially sound.

Following these principles will enhance the Town's financial health as well as its credibility with our community, bond rating agencies and investors. To achieve these purposes as the Town of Monument continues to grow and develop, it is important to regularly engage in the process of financial planning including reaffirming and updating these financial guidelines. Policy changes will be needed as the Town continues to grow and become more diverse and complex in terms of the services it provides, as well as the organization under which it operates to provide these services to its community.

Finance Policy 1
Fiscal Planning and Budgeting

Fiscal planning is the process of identifying resources and allocating those resources among numerous and complex competing purposes. The primary vehicle for this planning is the preparation, monitoring and analysis of the Town's budget. It is increasingly important to incorporate a long-term perspective and to monitor program performance.

1.01 The Town Manager shall submit to the Town Council a proposed annual budget, based on Council's established goals, and shall execute the budget as finally adopted, pursuant Town of Monument Municipal Code Title 3 Revenue and Finance, Chapter 3.04 Fiscal Provisions Generally. The Town will budget revenues and expenditures on a fiscal year basis beginning each January 1 and ending on December 31. The Town Council shall adopt the budget for the following fiscal year no later than December 15.

1.02 The Town will prepare a ten-year long-range financial forecast that will incorporate both revenue and expenditure estimates for the Town's General Fund. The ten-year revenue forecast will identify revenues that are anticipated to be sustainable over the ten-year period. The ten-year long-range financial forecast will be updated annually and presented to the Town Council during the annual Town budget process.

1.03 The Town will prepare a budget in accordance with Government Finance Officers Association policies and best practices and the Government Finance Officers Association in its Distinguished Budget Award Program. The proposed budget will contain the following:

a) Revenue estimates by major category, by fund;
b) Expenditure estimates by program levels and major expenditure category, by fund;
c) Estimated fund balance by fund;
d) Debt service, by issue, detailing principal and interest amounts.
e) Proposed personnel staffing levels;
f) A detailed schedule of capital projects;
g) Tabor reserve;
h) A balanced budget for each fund;
i) Any additional information, data, or analysis requested by the Town Council.

1.04 The Town maintains its financial records in accordance with accounting principles generally accepted in the United States of America known as GAAP. The Town's budget is prepared on a modified accrual for most funds and full accrual for the Water Enterprise Fund.

1.05 The operating budget will be based on the principle that current operating expenditures, including debt service, will be funded with on-going revenues. Funds will pay the indirect cost charges for services provided by another fund. The budget will avoid using one-time (non-recurring) sources to fund continuing (recurring) uses, postpone necessary and safety related expenditures, or use external borrowing for operational requirements. If use of non-recurring revenue is required to balance an annual budget,

the Town Council shall approve such usage by a separate vote. The budget will incorporate the best available estimates of revenues and expenditures.

1.06 A system will be used to facilitate position control. The number of full-time and regular part-time employees on the payroll shall not exceed the total number of positions authorized by the Town Council. Additional temporary appointments of employees can be made with the approval of the Town Manager. The budget will identify the resources required to support the authorized staffing.

1.07 Performance management will be utilized in the budget process to ensure alignment with Council goals and organization strategic efforts. Performance data will be used to support budgetary decisions. Measures will be developed regarding the Town's efficiency and effectiveness. A system will be used to monitor and report on the progress of key performance measures.

1.08 Ideas for improving the efficiency and effectiveness of the Town's programs and the productivity of its employees will be a value by which the Town operations and revenue collection will be managed and continually analyzed.

1.09 Unspent appropriations for significant programs and major projects will be considered for reappropriation in the subsequent fiscal year. Such carryover of appropriation shall be included in the proposed budget and clearly identified.

1.10 The Town shall establish appropriate management controls to monitor expenditure budgets to ensure expenditures do not exceed authorizations. For operating budgets, this control shall be exercised at the department/fund level. For capital budgets, this control shall be at the project level.

1.11 At a minimum, a quarterly report on the status of the General Fund budget and trends will be prepared and presented to the Town Council within 60 days of the end of each quarter. The quarterly report shall include financial projections through the end of the fiscal year.

1.12 If a deficit is projected during the course of a fiscal year, the Town will take steps to reduce expenditures, increase revenues or, if a deficit is caused by an emergency, consider using the Unassigned General Fund Balance. The Town Manager may institute a cessation during the fiscal year on hirings, promotions, transfers, capital equipment purchases, and capital projects. Such action will not be taken arbitrarily or without knowledge of the Town Council.

1.13 A policy will be maintained that provides for levels of approval by the Town Manager and/or Council. The policy will address the transfer of expenditure authority between funds, transfer of expenditure authority over base amounts, transfer of expenditure authority to and from personnel, contractual, commodities or capital outlay accounts, transfer of expenditure authority between capital projects, transfer of expenditure authority to or from debt service accounts, and transfer of expenditure authority to or

from contingency accounts.

1.14 Staff will annually prepare a 10-year long range financial forecast that will be presented to the Town Council for the purpose of financial planning.

Finance Policy 2
Fund Balance

Fund balance is an important indicator of the Town's financial position. Maintaining appropriate reserves is considered a prudent management practice. Adequate fund balances are maintained to allow the Town to continue providing services to the community in case of unexpected emergencies or requirements and/or economic downturns.

2.01 To ensure the continuance of sound financial management of public resources, the Town of Monument's Unassigned General Fund Balance will be maintained to provide the Town with sufficient working capital and a comfortable margin of safety to address emergencies, sudden loss of revenue or operating needs, and unexpected downturns without borrowing.

2.02 This policy establishes the amounts the Town will strive to maintain in its General Fund balance, the conditions under which fund balance may be spent, and the method by which fund balances will be restored. These amounts are expressed as goals, recognizing that fund balance levels can fluctuate from year to year in the normal course of operations for any local government.

2.03 It is the intent of the Town to limit use of Unassigned General Fund balances to address unanticipated, non-recurring needs or known and planned future obligations. Fund balances shall not normally be applied to recurring annual operating expenditures. Unassigned balances may, however, be used to allow time for the Town to restructure its operations in a deliberate manner, but such use will only take place in the context of long- term financial planning.

2.04 The Town will maintain a General Fund "Operating Reserve" with an upper goal of twenty percent (20%) of the average actual General Fund revenues for the preceding five fiscal years. The Operating Reserve is intended to be a reserve for unexpected events such as failure of the State to remit revenues to the Town, unexpected mandates, unexpected loss of county or state shared revenues, continuance of critical Town services due to unanticipated events, or to offset the unexpected loss of a significant funding source for the remainder of the fiscal year.

2.05 Any use of the Operating Reserve funds must be approved by the Town Council and include a repayment plan that projects to restore the Operating Reserve to the twenty percent (20%) level within three (3) fiscal years following the fiscal year in which the event occurred.

2.06 The Town should endeavor to establish an “Emergency Reserve” in the General Fund and set a target percentage of the General Fund for this fund to achieve and maintain. The Emergency Reserve is for unexpected, large-scale events where damage in excess of $250,000 is incurred and immediate, remedial action must be taken to protect the health and safety of residents (e.g. floods, fires, storm damage). Any usage of Emergency Reserves must be appropriated by the Town Council. However, the Town Manager may utilize these funds when immediate action must be taken to protect the health and safety of residents. When this occurs, the Town Manager shall provide a summary report to the Council as soon as practical on the usage of these funds. In the event these “Emergency Reserve” funds are used, the Town shall strive to restore the General Fund Emergency Reserve prior level within the next fiscal year following the fiscal year in which the event occurred.

2.07 The Town should strive to establish and maintain an additional General Fund “Budget Stabilization Reserve” and set a target percentage of the General Fund for this fund to achieve and maintain. The Budget Stabilization Reserve may be used to provide funding to deal with fluctuations in fiscal cycles and operating requirements. The reserve funds will provide time for the Town to restructure its operations in a deliberate manner to ensure continuance of critical Town activities.

2.08 Any use of the Budget Stabilization Reserve funds must be approved by the Town Council and include a repayment plan, based on a multi-year financial projection, that plans to restore the Budget Stabilization Reserve level within the three fiscal years following the fiscal year in which the event occurred.

2.09 Funds in excess of the reserves described in the paragraphs above will be Unassigned General Fund Balance, unless otherwise assigned in accordance with Governmental Accounting Standards Board (GASB) Statement #54, and may be considered to supplement "pay as you go” capital outlay and one-time operating expenditures, or may be used to prepay existing Town debt. These funds may not be used to establish or support costs that are recurring in nature.

2.10 The Finance Director is authorized to classify available fund balance for specific purposes in accordance with GASB Statement #54. It is the policy of the Town that expenditures for which more than one category of fund balance could be used, that the order of use is: Restricted Fund Balance, Committed Fund Balance, Assigned Fund Balance, and Unassigned Fund Balance.

Finance Policy 3
Expenditure Control

Management must ensure compliance with the legally adopted budget. In addition, purchases and expenditures must comply with legal requirements and policies and procedures set forth by the Town.

3.01 Expenditures will be controlled by an annual appropriated budget at the department/fund level. The Town Council shall approve appropriations through the budget process. The Council may transfer these appropriations as necessary through the budget amendment process. Written procedures will be maintained for administrative approval and processing of certain budget transfers within funds.

3.02 Department heads are responsible for monitoring expenditures to prevent exceeding their total departmental appropriation budget. It is the responsibility of these department heads to immediately notify the Town's Finance Department and the Town Manager of any circumstances that could result in a departmental appropriation being exceeded.

3.03 The Town will maintain a purchasing system that provides needed commodities and services in a timely manner to avoid interruptions in the delivery of services. All purchases shall be made in accordance with the Town's Contract and Purchasing Policy, guidelines and procedures and applicable state and federal laws. The Town will endeavor to obtain supplies, equipment and services that provide the best value.

3.04 A system of appropriate internal controls and procedures using best practices shall be maintained for the procurement and payment processes.

3.05 The Town will endeavor to make all payments within the established terms.

Finance Policy 4
Revenues and Collections

To provide funding for service delivery, the Town must have reliable revenue sources. These revenues must be assessed and collected equitably, timely, and efficiently.

4.01 The Town's goal is a diversified General Fund revenue base which includes sales taxes, state shared revenues, impact fees and other revenue sources.

4.02 The Town will strive to maintain a diversified and stable revenue base to shelter it from economic changes or short-term fluctuations by doing the following:

a) Periodically conducting a cost-of-service study to determine if all allowable fees are being properly calculated and set at an appropriate level.
b) Establishing new charges and fees as appropriate and as permitted by law.
c) Pursuing legislative change, when necessary, to permit changes or establishment of user charges and fees.

4.03 The Town Council may consider establishing a citizens committee to evaluate revenue options and monitor significant revenues to ensure they are received timely and reported accurately. The citizens ommittee would meet periodically and be presented with a report on revenue collections, trends and updated year-end estimates.

Financial Policy 5
Grants

Many grants require Council's appropriation of funds, either for the original grant or to continue programs after the grant funding has expired. Council should review these grant opportunities prior to determining whether application should be made for these grant funds.

5.01 The Town shall apply for only those grants that are consistent with the objectives and high priority needs identified by Council. The potential for incurring ongoing costs, to include the assumption of support for grant-funded positions from local revenues, must be considered prior to applying for a grant.

5.02 The Town shall attempt to recover all allowable costs – both direct and indirect – associated with the administration and implementation of programs funded through grants. The Town may waive or reduce indirect costs if doing so significantly increases the effectiveness of the grant.

5.03 All grant submittals shall be reviewed for cash match requirements, potential impact on the operating budget, and the extent to which the grant meets the Town's policy objectives. When the potential for the Town's expenditures exceed a local match of $20,000, departments should seek Council approval prior to submission of the grant application. Should time constraints under the grant make this impossible, the department shall obtain written approval to submit the grant application from the Town Manager and then, at the earliest feasible time, seek formal Council approval. Council will be informed of any financial obligations that will be incurred by the Town. If there is a cash match requirement, the source of funding shall be identified prior to application.

5.04 The Town shall terminate grant-funded programs and associated positions when the grant expires and funds are no longer available unless alternate funding is identified.

Financial Policy 6
Cost of Service and User Fees

User fees and charges are payments for voluntarily purchased, publicly provided services that benefit specific individuals. The Town relies on user fees and charges to supplement other revenue sources to provide public services.

Indirect cost charges will be assessed to reflect the full cost of identified services.

6.01 The Town may establish user fees and charges for certain services provided to users receiving a specific benefit.

6.02 No less than every five (5) years, the Town will conduct a cost-of-service study to identify the full cost of providing a service for which fees are charged. The calculation of full cost will include all reasonable and justifiable direct and indirect cost components.

6.03 User fees shall be reviewed annually to calculate their full cost recovery levels, to compare them to the current fee structure, and to recommend adjustments where necessary. Competing policy objectives may result in reduced user fees and charges that recover only a portion of service costs.

6.04 The Town shall establish cost allocation models to determine the administrative service charges due to the appropriate operating fund for overhead and staff support provided to another fund.

Financial Policy 7
Development Impact Fees

The Council's policy is that to the extent reasonable, growth should pay for itself. As such, the Council has adopted a schedule of development impact fees. Development impact fees are one-time charges assessed against new customers to recover their proportional share of capital costs incurred to provide service for new customers. Appropriate development fees are an important component in the overall strategy for financing capital improvements.

7.01 The Town's objectives for development impact fees shall include the following:
- a) Support the reasonable cost of growth.
- b) Consider the impact of growth on existing residents.
- c) Develop cost justified development fees.
- d) Address infrastructure requirements.
- e) Promote economic development.
- f) Provide financial capacity.

7.02 In general, development impact fees must be based on a rational analysis. This analysis will include:
- a) a reasonable assessment of the impacts of growth on the Town's capital needs as identified in an Capital Improvement Plan;
- b) a determination that the amount of the fee does not exceed the reasonable cost to provide capacity to accommodate growth;
- c) a separate accounting of funds collected; and
- d) an identification of potential liabilities or offsets to recognize other financial commitments resulting from development.

7.03 Development impact fees may be assessed for a public purpose such as:
- a) Parks, recreation facilities, trails and open space
- b) Law enforcement
- c) General government
- d) Transportation
- e) Water
- f) Water resources

7.04 The Town shall conduct a review of its development impact fees at least every three years.

Financial Policy 8
Capital Improvement Program

The purpose of the Capital Improvement Program is to systematically identify, plan, schedule, finance, track and monitor capital projects to ensure cost-effectiveness as well as conformance to established policies.

8.01 The Town Manager will annually submit a financially balanced, multi-year Capital Improvement Program for review by the Town Council pursuant to the timeline established in the annual budget preparation schedule. The Capital Improvement Program will incorporate a methodology to determine a general sense of project priority according to developed criteria.

8.02 The Five-Year Capital Improvement Program shall provide:

a) A statement of the objectives of the Capital Improvement Program and the relationship with the Town's Comprehensive Plan, department master plans, necessary service levels, and expected facility needs.

b) An implementation program for each of the capital improvements that provides for the coordination and timing of project construction among various Town departments.

c) An estimate of each project's costs, anticipated sources of revenue for financing the project, and an estimate of the impact of each project on Town revenues and operating budgets. The operating impact information shall be provided for the period covered in the Town's current five-year Capital Improvement Plan. No capital project shall be funded unless operating impacts have been assessed, and the necessary funds can be reasonably anticipated to be available when needed.

d) For the systematic improvement, maintenance, and replacement of the Town's capital infrastructure as needed.

e) A schedule of proposed debt requirements.

8.03 The Town will match programs and activities identified in the Capital Improvement Plan with associated funding sources.

8.04 The performance and continued use of capital infrastructure is essential to deliver public services. Deferring essential maintenance and/or asset replacement can negatively impact service delivery and increase long-term costs. As such, the Town will establish and maintain a plan for required major maintenance and replacement needs. Efforts will be made to allocate sufficient funds in the multi-year capital plan and operating budgets for condition assessment, preventative and major maintenance, and repair and replacement of critical infrastructure assets.

8.05 When current revenues or resources are available for capital improvement projects, consideration will be given first to those capital assets with the shortest useful life and/or to those capital assets whose nature makes them comparatively more difficult to finance with bonds or lease financing. Using cash for projects with shorter lives and bonds for projects with longer lives facilitates "intergenerational equity", wherein projects with long useful lives are paid over several generations using the project through debt service payments.

8.06 The first year of the adopted Capital Improvement Plan will be the capital budget for that fiscal year.

8.07 Staff will monitor projects in progress to ensure their timely completion or the adjustment of the capital projects as approved by Council if a project is delayed or deferred. Periodic status reports will be presented to Council to share project progress and identify significant issues associated with a project.

8.08 Within 90 days of the completion of a capital project any remaining appropriated funds for the project will revert to the fund balance of the funding source.

8.10 The Capital Improvement Plan will be updated annually as a multi-departmental effort.

Policy 9
Capital Asset Accounting and Replacement

An effective capital asset accounting system is important in managing the Town's capital asset investment.

9.01 The Town will account for and maintain a schedule of individual capital assets. For financial reporting purposes, capital assets recorded in the capital asset accounting system will meet the following criteria:

a) Have estimated useful lives in excess of one year.
b) Have values greater than or equal to $100,000 for building, utility facilities and other infrastructure systems; or greater than or equal to $5,000 for all other assets, and
c) Are capable of being identified, tracked and accounted for.

All items not meeting the above criteria will be recorded as operating expenditures.

9.02 The Town will establish and financial contribute to an assessment replacement fund for fleet vehicles, certain computer equipment, and other assets as deemed necessary and with a value above $5,000. Replacement funds or reserves will be determined as part of the annual budget process.

9.03 Town departments shall maintain proper procedures and effective internal controls to track and safeguard capital assets, conduct periodic inventory of assets and maintain assets in working condition.

Financial Policy 10
Cash Management and Investment

Cash management includes the activities undertaken to ensure maximum cash availability and reasonable investment yield on the Town's idle cash, and the cash collection function.

10.01 The Town shall maintain and comply with a written Investment Policy that has been approved by the Town Council. The Finance Director or designee shall invest all funds of the Town according to the approved Investment Policy. Guiding principles for the Town's investments shall be safety, liquidity and then yield.

10.02 The Town will collect, deposit and disburse all funds on a schedule that ensures optimum cash availability for investment.

10.03 To obtain higher yields from its overall portfolio, the Town will consolidate cash balances from various funds for investment purposes and will allocate investment earnings to each participating fund.

10.04 Bond funds will be segregated from all other funds for arbitrage and accounting purposes.

10.05 The Town will project the cash needs of the Town to optimize the efficiency of the Town's investment and cash management program.

10.06 The Town will conduct its treasury activities with financial institution(s) based upon written contracts.

10.07 Ownership of the Town's investment securities will be protected through third party custodial safekeeping.

10.08 All Town bank accounts shall be reconciled and reviewed on a monthly basis and audited annually.

10.09 Investment performance will be measured using standard indices specified in the Town's written investment policy. The Finance Director shall provide the Town Council with a quarterly investment report.

10.10 The Town's Cash Management and Investment processes will be in accordance with written internal controls and procedures.

10.11 Interest earnings are to be retained in the fund from which the principle is derived.

Finance Policy 11
Debt Management

The Town utilizes long-term debt to finance capital projects with long useful lives. Financing capital projects with debt provides for an "intergenerational equity", as the actual users of the capital asset pay for its cost over time, rather than one group of users paying in advance for the costs of the asset.

The purpose of this debt management policy is to provide for the preservation and eventual enhancement of the Town's bond ratings, the maintenance of adequate debt service reserves, compliance with debt instrument covenants and provisions, compliance with Internal Revenue Service Regulations, and required disclosures to investors, underwriters and rating agencies. These policy guidelines will also be used when evaluating the purpose, necessity and condition under which debt will be issued. These policies are meant to supplement the legal framework of public debt laws provided by the Colorado Constitution, State Statutes, Town Charter, federal tax laws and the Town's current bond resolutions and covenants.

The Colorado Constitution limits a Town's bonded debt capacity (outstanding principal) to certain percentages of the Town's secondary assessed valuation by the type of project to be constructed. There is a 10% limit of assessed valuation for projects involving water, sewer, streets, transportation, public safety, artificial lighting, parks, open space, and recreational facility improvements.

11.01 All projects funded with Town general obligation bonds or revenue bonds will only be undertaken with voter approval as required through a Town bond election.

11.02 The overall debt management policy of the Town will ensure that financial resources of the Town are adequate in any general economic situation to not preclude the Town's ability to pay its debt when due.

11.03 The Town will not use long-term debt to fund current operations or smaller projects that can be financed from current revenues or resources. The Town will first attempt to utilize "pay as you go" capital financing and/or the use of operating funds or impact fees where applicable.

11.04 The issuance of variable rate debt by the Town will be subject to the most careful review and will be issued only in a prudent and fiscally responsible manner.

11.05 The Town shall attempt to combine debt issuances in to minimize issuance costs.

11.06 Whenever the Town finds it necessary to issue property/sales tax-supported bonds, the following policy will be adhered to:

a) Tax supported bonds are bonds for which funds used to make annual debt service expenditures are derived from ad valorum (property) tax revenue of the Town.
b) The target for the maturity of general obligation bonds will typically be between 20 and 30 years. The target for the "average weighted maturities" for general obligation bonds of the Town will be 15 years.
c) Generally, the Town will structure general obligation bond issues to create level debt service payments over the life of the issue.
d) Debt supported by the Town's General Fund will not exceed 10% of the annual General Fund revenues.
e) Secondary property tax rates will be determined each year as part of the budgetary process (pursuant to State law) to pay the necessary debt service payments of general obligation bonds currently outstanding or expected to be issued within the fiscal year.
f) In accordance with requirements of the State of Colorado Constitution, total bonded debt will not exceed the 10% of the total assessed valuation of taxable property in the Town.
g) Reserve funds, when required, will be provided to adequately meet debt service requirements in subsequent years.
h) Interest earnings on bond fund balances will only be used to pay debt service on the bonds unless otherwise committed for other uses or purposes of the project.
i) The term of any bond will not exceed the useful life of the capital project/facility or equipment for which the borrowing is intended.

11.07 Revenue bonds are defined as a bond on which the debt service is payable from the revenue generated from the operation of the project being financed or a category of facilities, from other non-tax sources of the Town, or from other designated taxes such as highway user's revenues, excise tax, or special fees or taxes. For any bonds or lease-purchase obligations in which the debt service is paid from revenue generated by the project and/or partially paid from non-property tax sources, that debt service is deemed to be revenue bonds and are excluded from the calculation of the annual debt service limitation. Whenever the Town finds it necessary to issue revenue bonds, the following guidelines will be adhered to:

a) Revenue bonds of the Town will be analyzed carefully by the Finance Department for fiscal soundness. Part of this analysis shall include a feasibility report prepared by an independent consultant prior to the issuance of utility supported revenue bonds to ensure the generation of sufficient revenues to meet debt service requirements, compliance with existing bond covenants and to protect the bondholders.
b) Revenue bonds should typically be structured to provide level annual debt service over the life of the issue.

c) Debt Service Reserve Funds should be provided when required by rating agencies, bond insurers or existing bond covenants.

d) Interest earnings on the reserve fund balances will be used to pay debt service on the bonds unless otherwise committed for other uses or purposes of the project.

e) The term of any revenue bond or lease obligation issue will not exceed the useful life of the capital project/facility or equipment for which the borrowing is intended.

f) The target for the term of revenue bonds will typically be between twenty and thirty years. The target for the "average weighted maturities" for revenue bonds of the Town will be twelve and one half (12 ½) years.

11.08 Improvement District (ID) Bonds shall be issued only when the formation of the district demonstrates a clear and significant purpose for the Town. It is intended that Improvement District bonds will be primarily issued for neighborhoods desiring improvements to their property such as roads, water lines, sewer lines, streetlights, and drainage. The District must provide a specific benefit to the property owner(s). The Town will review each project through active involvement of Town staff and/or selected consultants to prepare projections, review pro-forma information and business plans, perform engineering studies, analyze minimum debt coverage and value to debt ratios, and conduct other analyses necessary to consider the proposal against specified criteria. ID bonds will be utilized only when it is expected that they will be outstanding for their full term.

11.10 Refunding bonds will be measured against a standard of the net present value debt service savings exceeding 5% of the debt service amount of the bonds being refunded, or if savings exceed $750,000, or for the purposes of modifying restrictive covenants or to modify the existing debt structure to the benefit of the Town.

11.11 The investment of bond proceeds shall at all times be in compliance with the Town's Investment and Portfolio Policies and meet all requirements of bond covenants.

11.12 The Town shall comply with all U.S. Internal Revenue Service arbitrage rebate requirements for bonded indebtedness.

11.13 The Town shall comply with Colorado Revised Statutes and all other legal requirements regarding the issuance of bonds and certificates of the Town or its debt issuing authorities.

11.14 The Town will maintain regular contact with rating agencies through telephonic conferences, meetings, or visits on and off-site. The Town will secure ratings on all bonds issued when economically feasible.

11.15 The Town's Finance Department shall maintain a debt profile for all bonds issued and update the profile on an annual basis. The debt profile shall include specific information regarding the size and type of debt issued, projects financed by the bonds, debt service schedules and other pertinent information related to each specific bond issue.

Policy 12
Utility Enterprise Fund

The Town's Water utility enterprise fund generates revenue to recover the cost of providing water. User charges are established to recover the cost of providing this service.

12.01 Separate funds will be established and maintained to properly account for each utility operation. Utility funds will not be used to subsidize the operations of other non-utility funds. Interfund charges will be assessed for the administrative support of the enterprise activity. Currently, the Town has only one enterprise fund, namely the Water Fund.

12.02 The Town will establish rates and fees at levels that recover the total direct and indirect costs, including operations, capital outlay, unrestricted cash reserve requirements, debt service and debt coverage requirements for water services. Rates will be reviewed in conjunction with the Town's annual capital planning and budgeting processes.

12.03 All existing water rates and charges will be reviewed periodically to recommend necessary rate adjustments. Bond covenants may exist that require maintaining a minimum debt coverage ratio of at least 1.25 times. To help maintain the Town's bond rating, the recommended rates will be based on a model that projects achieving a target debt coverage ratio of 2.0 times. For financial planning purposes, the debt coverage ratios will be calculated without consideration of expansion fee revenue.

12.04 The Town will maintain a "Rate Stabilization Fund" in the Water Fund of five percent (5%) of the average actual revenues for the preceding three fiscal years. The Rate Stabilization Fund can be used to moderate significant rate increases. In the event the "Rate Stabilization Fund" is used, the Town shall strive to restore the Fund to the five percent (5%) level within the next three fiscal years following the fiscal year in which the fund was used.

12.05 The Town will maintain an additional "Asset Maintenance Fund" with an upper goal equal to _____ percent of the enterprise fund infrastructure assets. The Asset Maintenance Fund may be used to provide funding for the repair and maintenance of critical infrastructure. In the event the Asset Maintenance Fund is used, the Town shall strive to restore the fund to the defined level within the next three fiscal years following the fiscal year in which the fund was used.

12.06 Funds in excess of the reserves described in the paragraphs above may be considered to supplement "pay as you go" capital outlay and one-time operating expenditures, or may be used to prepay existing Town debt. These funds may not be used to establish or support costs that are recurring in nature.

Financial Policy 13
Accounting, Auditing and Financial Reporting

Accounting, auditing and financial reporting form the informational infrastructure for public finance. Internal and external financial reports provide important information to the Town's legislative body, management, citizens, investors and creditors.

13.01.1 The Town will comply with accounting principles generally accepted in the United States (GAAP), as well as Generally Accepted Auditing Standards (GAAS) and Generally Accepted Governmental Auditing Standards (GAGAS) in its accounting and financial reporting, as contained in the following publications:

a) Codification of Governmental Accounting and Financial Reporting Standards, issued by the Governmental Accounting Standard Board (GASB) as well as earlier standard setting boards.
b) Pronouncements of the Financial Accounting Standards Board, (FASB) issued prior to December 1, 1989.
c) Governmental Accounting, Auditing, and Financial Reporting (GAAFR), issued by the Government Finance Officers Association (GFOA) of the United States and Canada.
d) Audits of State and Local Governmental Units, an industry audit guide published by the American Institute of Certified Public Accounts (AICPA) and any applicable Statements of Position (SOPs) and Statements of Auditing Standards (SASs) issued by the AICPA.
e) Government Auditing Standards (also known as the Yellow Book), issued by the Controller General of the United States.
f) Circular A-133, issued by the U.S. Office of Management and Budget (OMB).

13.02 Monthly financial reports will be made available to all departments summarizing financial activity and comparing actual revenues and expenditures with budgeted amounts.

13.03 The Town staff will conduct themselves with the utmost professionalism and in compliance with the Government Finance Officers Association Code of Ethics.

13.04 A system of internal accounting controls and procedures will be maintained to provide reasonable assurance of the safeguarding of assets, the proper recording of financial transactions of the Town, and compliance with applicable laws and regulations.

13.05 In accordance with State law and Town Charter requirements, a comprehensive financial audit, including an audit of federal grants according to the Single Audit Act and the OMB Circular A-133, will be performed annually by an independent public accounting firm, with the objective of expressing an opinion on the Town's financial statements. The Town will prepare its financial statements in accordance with applicable standards and will account for its operations in a manner consistent with the goal of obtaining an unqualified opinion from its auditors.

13.06 The Town will prepare a Annual Certified Financial Report (ACFR) in accordance with the principles and guidelines established by the Government Finance Officers Association "Certificate of Achievement for Excellence in Financial Reporting" program. Staff will endeavor to provide the ACFR, the Single Audit, and the Management Letter to the Town Council at the completion of said items.

13.07 All departments will provide notice of all significant events and financial and related matters to the Finance Director for the Town's annual disclosures, as required by the SEC Rule 15c2-12, for the municipal markets, financial statements and bond representations.

13.08 The Town's ACFR will include the bond-related on-going disclosure requirements and will fully disclose all significant events and financial and related issues. The Town will provide the ACFR to the bond rating agencies, municipal bond insurers, national bond disclosure repositories and other interested parties.

Financial Policy 14
Credit Card Policy (existing policy – 2024)

These policies and procedures apply to all employees of the Town who are assigned a Town business credit card. Cardholders are responsible for ensuring that they adhere to the Town credit card policies, thereby ensuring adequate controls are exercised to minimize the risk that Town credit cards are used for fraudulent or inappropriate purposes.

14.01 Town credit cards will be issued to a department head or certain employees, with the approval of the Finance Director and Town Manager.

14.02 Credit cards will be limited to a maximum amount based upon the Department needs and job responsibilities.

14.03 Credit cards can be used for budgeted Town business expenditures ONLY. Personal purchases are not acceptable under any circumstances. Examples of acceptable purchases are business purchases from vendors that will not be used regularly, travel/flight expenditures, meeting expenses, etc.

14.04 Violations of this Policy could result in cancellation of the card and withdrawal of Town Credit Card privileges, as well as leading to disciplinary action against the employee concerned. In all cases of misuse, the Town reserves the right to recover any monies from the cardholder. Cardholders will be required to sign a declaration authorizing the Town to recover, from their wages, any amount inappropriately claimed.

14.05 The following purchases are not allowed:

- Food and refreshments (unless pre-approved by the Human Resources Department or Town Manager and documentation of the pre-approval is submitted with the purchase receipt)
- Gifts, greeting cards, prizes, flowers (unless pre-approved by the Human Resources Department or Town Manager and documentation of the pre-approval is submitted with the purchase receipt)
- Alcoholic beverages/tobacco products/controlled substances
- Items that require bidding based on the Town's Contract and Purchasing Policy
- Personal items
- Any type of cash advance or withdrawal from banks, building societies, credit unions, or automatic teller machines
- Services of any type, such as consultants, honoraria, speakers, repair and maintenance services, etc. (due to contractual and 1099 vendor tax reporting requirements)
- Purchases from routinely used vendors
- Any capital equipment or other capital purchases
- Items or services on term contracts
- Maintenance agreements
- Purchases involving trade-in of Town property
- Any other items deemed inconsistent with the values and policies of the Town

14.06 Lost or stolen cards must be reported by the Cardholder immediately by contacting the credit card company:

- Wells Fargo Visa credit cards - 1-800-932-0036
- Wex Gas Cards – 1-866-544-5796. The PIN number should not be written on the credit card.
- Home Depot Credit Cards – 1-866-875-5490
- The Cardholder must also alert the Finance Department immediately or the following business day.

14.07 Upon termination of employment, the credit card must be surrendered to the Finance Director. Prior to departure or termination of duties with the Town, the cardholder must reconcile and submit receipts for all expenditures on his/her card since the last statement. It is the responsibility of the departing employee to ensure that his/her account is settled prior to departure.

14.08 Cardholders will be required to sign an agreement indicating they accept these terms. Individuals who do not adhere to these policies and procedures risk revocation of their credit card privileges and/or disciplinary action.

Financial Policy 15

Disposition of Town Property (existing policy – 2019)

15.01 It shall be the responsibility of the department with the Property to notify the Town Manager's designee of Property it has in its possession.

15.02 The method of disposal shall be determined by Town Manager's designee in accordance with this Policy. The Department with Property for disposal is responsible to provide information to the Town Manager's designee including brief description and estimated value. Each department will maintain storage of Property until final disposal.

15.03 The Town Manager or designee shall be responsible for coordination of the disposal process for all Property except as indicated below:

1. Disposition of real estate or any interest in land requires a resolution of the Town Council after published notice and public hearing in accordance with the Statutes of Colorado.
2. Seized and Unclaimed Property within the Police Department shall be handled and disposed of in accordance with applicable Federal, State, and local requirements.
3. Items purchased with grant funds shall be disposed of in accordance with applicable grant requirements.
4. Computer and Electronic Data Storage Equipment are defined as any equipment that contains electronic data, has contained electronic data, or is procured or managed by the Information Technology (IT) Department. Such items shall be returned to the IT Department for proper data wiping and disposal. This includes, but is not limited to Computers, Laptops, Tablets, Servers, Backup Tapes and Media Switches, Routers and Hubs, Phones, Printers, Fax Machines, Copiers, Scanners, Monitors, and External Hard Drives.

i. IT staff will wipe any data or configuration on the equipment as deemed appropriate by current IT standards and CJIS Standards. For servers, backup media, or any equipment in which data wiping is not feasible, staff will physically remove the data storage components for destruction of the data or configuration by physical or other permanent means.
ii. When deemed appropriate, some computer and electronic data equipment may be disposed of in accordance with section III of this Policy.
iii. Flash memory devices, such as USB thumb drives or SD cards, may be disposed of by the individual department so long as the memory does not, nor has ever contained Town data. If the device has contained Town data, it shall be turned into the IT Department for proper wiping and disposal.
iv. Any optical media, including writable CD and DVD media, containing Town data shall be disposed by individual departments using Town shredding procedures.
v. Any electronic data consisting of records covered by the records retention policy shall be retained until noted in the records retention policy, where under storing records is no longer required or that the records have not further value.

Financial Policy 16
Policy Review

By their nature policies must change and evolve over time. As with any other policies, these financial policies should be subject to periodic review and revision.

The Town Council will periodically review and affirm the financial policies contained in this document.

DRAFT

Principles of Sound Financial Management

Town Council Meeting

April 21, 2025

Overview

- Purpose of financial policies
- Identify financial goals
- Policies 1-16
- Next Steps

Purpose of Financial Policies

- Provide written guidance for how local government officials and staff should approach fiscal issues.
- Provide guidelines for financial decision making
- Define limits on the actions staff may take.
- Support good bond ratings.
- Long term planning.
- Institutionalize good financial management practices

Financial Goals

- To deliver quality services on an affordable, efficient and cost-effective basis providing full value for each tax dollar.
- To maintain an adequate financial base to sustain a sufficient level of municipal services, thereby preserving the quality of life in the Town of Monument.
- To have the ability to withstand local and regional economic fluctuations, to adjust to changes in the service requirements of our community, and to respond to changes in Federal and State priorities and funding as they affect the Town's residents.
- To maintain a high bond credit rating and to provide assurance to the Town's taxpayers that the Town government is well managed and financially sound.

Policy 1 – Fiscal Planning and Budgeting

- Fiscal planning is the process of identifying resources and allocating those resources among numerous and complex competing purposes.
- Prepare, monitor and analyze an annual budget.

Policy 2 – Fund Balance

- Maintaining appropriate reserves is considered a prudent management practice.
- Adequate fund balances are maintained to allow the Town to continue providing services to the community in case of unexpected emergencies or requirements and/or economic downturns
- Policy decisions:
  - General Fund Operating Reserve – goal of 20%
  - Emergency Reserve – endeavor to establish
  - Budget Stabilization Reserve – endeavor to establish

Policy 3 – Expenditure Control

- Ensure compliance with legally adopted budget
- Establish procurement system & update Purchasing Policy

Policy 4 – Revenues and Collections

- Assessment and equitable, timely & efficient revenue collection
- Policy Decision:
  - Strive to maintain a diversified and stable revenue base
  - Establish a citizens committee

Policy 5 – Grants

- Town shall apply for grants consistent with the objectives and high priority needs identified by Council.
- Policy Decision:
  - Grants requiring Town local match that exceeds $20,000 requires Council approval to submit grant application

Policy 6 – Cost of Service and User Fees

- User fees and charges are payments for voluntarily purchased, publicly provided services that benefit specific individuals.
- Conduct cost-of-service study no less than every 5 years
- Review fees annually
- Establish cost allocation model

Policy 7 – Development Impact Fees

- Development, to the extent possible, should pay for itself
- One-time charges assessed against new customers to recover their proportional share of capital costs incurred to provide service for new customers
- Development impact fees shall be reviewed at least every three years

Policy 8 – Capital Improvement Program

- Systematically identify, plan, schedule, finance, track and monitor capital projects
- Establish and maintain a plan for required major maintenance and equipment replacement needs

Policy 9 – Capital Asset Accounting and Replacement

- Capital asset accounting and replacement system is important in managing the Town's capital asset investment
- Policy Decision:
  - Town will financially contribute to an asset replacement fund

Policy 10 – Cash Management and Investment

- Ensuring maximum cash availability and reasonable investment yield on the Town's idle cash.
- Comply with Investment Policy adopted by Council
- Staff shall provide a quarterly report to the Town Council on investments and interest earned.
- Policy Decision:
  - Interest earnings are to be retained in the fund from which the principle is derived
  - Or
  - Interest earnings shall be swept and deposited into the General Fund

Policy 11 – Debt Management

- Long-term debt is used to finance capital projects with long useful lives.
- Colorado Constitution limits a Town's bonded debt capacity
- 10% limit of assessed valuation for capital projects involving water, streets, transportation, public safety, lighting, parks, open space, and recreational facilities.

Policy 12 – Utility Enterprise Fund

- The Town's Water utility enterprise fund generates revenue to recover the cost of providing water.
- User rates and fees are established to recover the cost of providing this service
- Policy Decisions:
  - Maintain Rate Stabilization Fund of 5% of the average actual revenues for preceding three fiscal years
  - Create and maintain Asset Maintenance Fund with an upper goal of 20% of the enterprise fund infrastructure assets

Policy 13 – Accounting, Auditing and Financial Reporting

- Accounting, auditing and financial reporting form the foundation for public finance.
- Town will comply with accounting principles
- Conduct annual comprehensive financial audit
- Prepare Annual Certified Financial Report

Policy 14 – Credit Card Policy

- Provides adequate controls to minimize the risk the Town credit cards are used for fraudulent or inappropriate purposes
- Credit cards can used for budgeted Town business expenditures only.
- Specific list of purchases not allowed

Policy 15 – Disposition of Town Property

- It shall be the responsibility of the department with the property to notify the Town Manager’s designee of Property it has in its possession

Policy 16 – Policy Review

- The Town Council will periodically review and affirm the financial policies contained in this document.

Next Steps

- April 21, 2025 - Town Council Meeting
  - Discuss Financial Policies
  - Provide direction to staff
- May 5, 2025 - Town Council Meeting
  - Adopt Financial Policies