



MONUMENT TOWN COUNCIL REGULAR MEETING AGENDA

MONDAY, MAY 19, 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 309 420 766#

[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 - May 19, 2025
- b. Meeting Minutes - May 5, 2025
- c. Meeting Minutes - May 8, 2025
- d. Invoices Over \$25K
- e. Resolution No. 32-2025 - A Resolution to Approve a Contract With Chavez Construction for the 2025 Asphalt Overlay Program Work for the Public Works Department - (*Andrew Archuleta*)
- f. Resolution No. 33-2025 - A Resolution to Approve a Contract With KRM Concrete for the 2025 Concrete Program Work for the Public Works Department - (*Andrew Archuleta*)

4. Proclamations:

- a. National Public Works Week - (*Thomas Tharnish*)

5. Action Item(s):

- a. Executive Session Pursuant to §24-6-402(4)(b), C.R.S. for a Conference with the Town Attorney to Receive Legal Advice on Specific Legal Questions, and Pursuant to §24-6-402(4)(e), C.R.S., to Determine Positions Relative to Matters That May Be Subject to Negotiation, Developing Strategy for Negotiations, and Instructing Negotiators, Both Regarding Town Manager Employment Agreement - (*Town Attorney and HR Manager*)
- b. Approve Employment Agreement - (*Town Council*)
- c. Appointment of Town Manager - (*Town Council*)
- d. Oath of Office for Town Manager - (*Tina Erickson*)

6. Resolutions:

- a. Resolution No. 34-2025 - A Resolution Adopting 2026-2028 Strategic Priorities - (*Madeline VanDenHoek*)

b. Resolution No. 35-2025 - A Resolution Declaring a Vacancy on Town Council and Outlining an Appointment Process - *(Laura Hogan)*

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. Discussion Items:

a. Hiring a Staff Attorney - *(Madeline VanDenHoek)*

9. 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.*

10. Future Agenda Item Authorization:

11. Town Manager Report:

a. April 2025

12. Council Comments:

13. Executive Sessions:

a. Executive Session Pursuant to §24-6-402(4)(b), C.R.S. for a Conference with the Town Attorney to Receive Legal Advice on Specific Legal Questions Regarding Intergovernmental Agreements with Triview Metropolitan District - *(Town Attorney)*

b. Executive Session Pursuant to §24-6-402(4)(b), C.R.S. for a Conference with the Town Attorney to Receive Legal Advice on Specific Legal Questions, and Pursuant to §24-6-402(4)(e), C.R.S., to Determine Positions Relative to Matters That May Be Subject to Negotiation, Developing Strategy for Negotiations, and Instructing Negotiators, Both Regarding Potential Annexations - *(Town Attorney)*

14. Adjournment:

MONUMENT TOWN COUNCIL MINUTES

Monday, May 5, 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 Mitch LaKind called 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 Councilmembers and Staff were present for the meeting:

TOWN COUNCIL	TOWN STAFF
PRESENT: Mayor Mitch LaKind Mayor Pro Tem Steve King Councilmember Laura Kronick Councilmember Sana Abbott Councilmember Marco Fiorito Councilmember Kenneth Kimple - arrived at 6:39pm	Madeline VanDenHoek, Interim Town Manager Patrick Regan, Police Chief Tina Erickson, Town Clerk Rebecca Zisch, Town Attorney Will William, Director of IT Thomas Tharnish, Director of Public Works Jennifer Phillips, Director of Finance Laura Hogan, Director of Administration Dan Ungerleider, Director of Planning
ATTENDED REMOTELY:	
ABSENT WITH PRIOR NOTICE:	
ABSENT WITHOUT PRIOR NOTICE:	

2. Disclosures of Conflicts of Interest:

- a. Disclosures of Potential Conflicts of Interest - (*Town Attorney*)
- b. Vote on Excluding Council Members With Potential Conflicts of Interest From Consideration, Discussion and Voting on Identified Matters - (*Town Attorney*)
 - None submitted.

3. Approval of the Consent Agenda:

- a. Agenda - May 5, 2025
 - b. Meeting Minutes - April 21, 2025
 - c. Invoices Over \$25K - (*Jennifer Phillips*)
 - d. Resolution No. 26-2025 - A Resolution Approving the Purchase of a New Bucket Truck for the Parks and Streets Departments - (*Andrew Archuleta*)
- Councilmember Marco Fiorito made a motion to approve the consent agenda and

the motion was seconded by Mayor Pro Tem Steve King. Roll call vote was taken and the motion passed 5 to 0.

4. Proclamations:

a. Town Clerk Week - (*Madeline VanDenHoek*)

Town Clerk Week was presented by VanDenHoek. The Council proclaimed May 4th-10th, 2025 as Professional Municipal Clerks Week.

b. National Police Week - (*Chief Regan*)

National Police Week was presented by Regan. The Council proclaimed May 11th - May 17th, 2025 as Police Week.

c. Older Americans Month - (*Councilmember Kronick*)

Older Americans Month was presented by Kronick. The council proclaimed May 2025 as Older Americans Month.

d. Mental Health Awareness Month - (*Councilmember Kronick*)

The Council proclaimed May 2025 as Mental Health Awareness Month.

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

a. Ordinance No. 09-2025 - An Ordinance Approving a Final Planned Unit Development for Triview Administration Building at Lot 4 Terrazzo-Baja Commercial Development - (*Dan Ungerleider*)

Ungerleider presented Ordinance No. 09-2025 as included in the council packet. Mayor Mitch LaKind opened the public hearing, none were received. Mayor Mitch LaKind closed the public hearing. Councilmember Kenneth Kimple made a motion to approve Ordinance No. 09-2025 and the motion was seconded by Councilmember Sana Abbott. Roll call vote was taken and the motion passed 6 to 0.

6. Resolutions:

a. PUBLIC HEARING on Resolution No. 28-2025 - A Resolution Approving a Final Plat For Terrazzo-Baja Commercial Development - (*Dan Ungerleider*)

Ungerleider presented Resolution No. 28-2025 as included in the council packet. Mayor Mitch LaKind opened the public hearing, none were received. Mayor Mitch LaKind closed the public hearing. Andy Call with Thompson Thrift Development spoke to the council about the commercial lots. Councilmember Marco Fiorito made a motion to approve Resolution No. 28-2025 and the motion was seconded by Councilmember Laura Kronick. Roll call vote was taken and the motion passed 5 to 1.

- Councilmember King opposed the motion.

b. PUBLIC HEARING on Resolution No. 29-2025 - A Resolution Adopting an

Amended Budget for the Purposes Set Forth Below for the Town of Monument, Colorado, Beginning on the First Day of January 2025 and Ending on the Last Day of December 2025 - *(Jennifer Phillips)*

Phillips presented Resolution No 29-2025 as included in the council packet.

Mayor Mitch LaKind opened the public hearing, none were received. Mayor Mitch LaKind closed the public hearing. Mayor Mitch LaKind encouraged Councilmembers Marco Fiorito and Kenneth Kimple to meet with Phillips to discuss the budget and recommendations. The Council provided staff direction on the recommendations included in the council packet.

- Town-owned properties that could be sold, including the old Town hall building on Second Street and property on Gold Canyon Road. Staff was directed to look at Gold Canyon Road first, look at zoning of the property, potential uses and look into a broker. The Old Town Hall building requires more evaluation if selling or leasing at market value is best, or to be used as a police department.

- Evaluate service levels to include education to citizens.

- Revenue increases to 5.6.

- Special Election was removed from the budget for savings.

- Creation of a Community Committee for additional community engagement.

Councilmember Marco Fiorito made a motion to approve Resolution No. 29-2025 and the motion was seconded by Councilmember Laura Kronick. Roll call vote was taken and the motion passed 6 to 0.

c. Resolution No. 30-2025 - A Resolution Appropriating Sums of Money to the Various Funds in the Amounts Set Forth Below for the Town of Monument, Colorado, Beginning on the First Day of January 2025 and Ending on the Last Day of December 2025 - *(Jennifer Phillips)*

Phillips presented Resolution No. 30-2025 as included in the council packet.

Councilmember Laura Kronick made a motion to approve Resolution No. 30-2025 and the motion was seconded by Councilmember Sana Abbott. Roll call vote was taken and the motion passed 6 to 0.

d. Resolution No. 31-2025 - A Resolution to Approve Financial Policies to Ensure the Town is Capable of Adequately Funding Providing For Those Government Services Desired By the Community - *(Jennifer Phillips)*

Phillips presented Resolution No. 31-2025 as included in the council packet.

Councilmember Sana Abbott made a motion to approve Resolution No. 31-2025 and the motion was seconded by Councilmember Laura Kronick. Roll call vote was taken and the motion passed 6 to 0.

7. 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.*

- None were received.

8. Future Agenda Item Authorization:

- VanDenHoek gave appreciation to the Councilmembers that attended the fire truck push in.
- Mayor Mitch LaKind questioned a resolution to declare a vacancy on May 19th 2025, interested candidates to be interviewed at the June 16th 2025 council meeting.

9. Council Comments:

- Mayor Mitch LaKind suggested an emergency contact list be created for the Planning Commission and the Councilmembers and kept with Human Resources department ensuring it is not CORA releasable.
- Councilmember Kenneth Kimple thanked the staff for putting together the volunteer events, and the finance department for putting together a fantastic product.

10. Adjournment:

Councilmember Laura Kronick moved to adjourn the meeting, the motion was passed unanimously, the meeting was adjourned at 8:18 pm.

Respectfully Submitted,

Tina Erickson,
Town Clerk

MONUMENT TOWN COUNCIL MINUTES

Thursday, May 8, 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 Mitch LaKind called 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 Councilmembers and Staff were present for the meeting:

TOWN COUNCIL		TOWN STAFF	
PRESENT:		Madeline VanDenHoek, Interim Town Manager	
Mayor Mitch LaKind		Patrick Regan, Police Chief	
Mayor Pro Tem Steve King		Tina Erickson, Town Clerk	
Councilmember Laura Kronick		Bob Cole, Town Attorney	
Councilmember Marco Fiorito		Will William, Director of IT	
Councilmember Kenneth Kimple		Thomas Tharnish, Director of Public Works	
Councilmember Sana Abbott - arrived at 6:45pm		Jennifer Phillips, Director of Finance	
		Emily Trujillo, Human Resources Manager	
		Sylvia Simpson, Deputy Town Clerk	
ATTENDED REMOTELY:			
ABSENT WITH PRIOR NOTICE:			
ABSENT WITHOUT PRIOR NOTICE:			

2. Disclosures of Conflicts of Interest:

- None were submitted.

3. Action Items:

Mayor LaKind gave a brief introduction to the deliberation for the Town Manager position finalists and the decision to not continue the interview process.

a. Consideration of Finalists for the Position of Town Manager - (*Emily Trujillo*)

Trujillo spoke about the steps completed to get to the point of consideration of finalist for town manager position. Mayor LaKind encouraged the Councilmembers to share thoughts on how their background aligns with the job requirements for the town manager position with the strongest overall fit for the community.

- Councilmember Kenneth Kimple thanked both applicants, they both met the baseline requirements, thanked staff, employees and citizens for allowing for the council to go through the required process. Councilmember Kenneth Kimple clarified that both candidates were honest and open, clearly demonstrated with a vision, sight and a goal while answering questions during the interviews. Candidate 1 best represented the town moving forward for the best interests of residents. Councilmember Kenneth Kimple thanked the candidates again for their hard work and performance they always demonstrate on a daily basis.
- Councilmember Marco Fiorito thanked both candidates for applying, the effort and preparing for the interviews, staff and town attorney for help with the process. Both candidates were strong in their interviews along with experience.

Liked both candidates for their experience and education. Expressed it was a hard decision.

- Mayor Pro Tem King thanked both candidates. Hopes that whoever is not picked will remain with the town. Both candidates met the qualifications. Candidate 1 is on top with how he scored. Both are qualified.
- Councilmember Laura Kronick thanked both candidates, the interview process was difficult, it was a difficult decision for council too, as they wanted to be fair and upfront with scoring. During the interviews, what was most telling for her was how the candidates described how they applied their education to their experience. Councilmember Laura Kronick recommends candidate number 1 as town manager.
- Mayor LaKind clarified that the scoring sheets have not been shared among the council has been kept with individual Councilmembers and the human resources department.
- Council member Abbott clarified it was a hard decision, is thankful for the scoring sheet provided my HR, happy there was more than just one candidate to weigh options. During the scoring processes the skill set and experience was hard, when tallying up numbers she suggested candidate number 1. Thanked both applicants for interviewing and for their answers.
- Mayor LaKind thanked staff for the assistance with preparing the council to handle this the right/legal way. Candidates were well prepared, presented themselves the way they want to lead the town forward. Is in agreement with the rest of the council and recommends candidate number 1 as well. Appreciated the professionalism and the amount of effort by staff and candidates.

Councilmember Kenneth Kimple made a motion to nominate Madeline VanDenHoek as the best, highly and highly qualified for the position of Town Manager and the motion was seconded by Councilmember Laura Kronick. Roll call vote was taken and the motion passed 6 to 0.

b. **Designation of Council Member to Negotiate Town Manager Employment Contract - (Town Council)**

Mayor LaKind asked the Councilmembers if there would be any volunteers for drafting the employment contract; Councilmember Laura Kronick and Councilmember Kenneth Kimple volunteered. Cole explained the employment contract process and provided information for Councilmembers. Councilmembers will draft the contract along with the Town Attorney and provide it to VanDenHoek for review and prepared for May 19th, 2025 agenda.

Councilmember Marco Fiorito moved that Councilmember Laura Kronick and Councilmember Kenneth Kimple be appointed to assist the Town Attorney and HR manager in working with Madeline VanDenHoek to present a proposed employment agreement to the Town Council, the motion was seconded by Councilmember Sana Abbott. Roll call vote was taken and the motion passed 6 to 0.

4. Public Comments For Items Not on the Agenda:

- None were received.

5. Adjournment:

Mayor LaKind moved to adjourn the meeting, the motion passed unanimously, the meeting was adjourned at 6:59 pm.

Respectfully Submitted,

Tina Erickson, Town Clerk

DRAFT



MEMORANDUM

TO: The Mayor and Town Council
FROM: Jennifer Phillips, Finance Director
DATE: May 19, 2025
RE: Approving payments to Veregy West LLC, RME Ltd., LLC, Barnard Structures, BOK Financial & Lakota Group, Inc., Custom Truck & Equipment, LLC

BACKGROUND:

Veregy West, LLC - Pay App 3 for solar, lighting, building envelope, HVAC, VVT systems - \$73,954.38

RME Ltd., LLC - Pay App I for Monument Stormwater Improvements - \$174,580.30

Barnard Structures, Inc - Pay App 4 for Booster Pump Station and Valve Improvements - \$69,329.57

Bok Financial - Interest for 2020 COP Bond - \$357,200.00

The Lakota Group - Project 25001 for Monument 2040 Comprehensive Plan - \$72,517.93

Custom Truck & Equipment – Purchase of Bucket Truck for Public Works Dept - \$233,674.00

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 250002-01

To Owner: Town of Monument
645 Beacon Lite RoadProject: 250002.01 2024 Monument Stormwater
Improvements

Application No.: 1

Distribution to :
☐ Owner
☐ Architect
☐ Contractor

Monument, CO 80132

Period To: 3/31/2025

From Contractor: RME Ltd, LLC d/b/a Elite Surfac Via Architect:
115 Inverness Dr East, Suite 100
Englewood, CO 80112**Payment Approval**
Authorized By: [Signature]
Date: 4-24-25
Account Number: 35-35-66000

Project Nos:

Contract For:

Contract Date: 12/16/2024

RESO 61-2024
12-16-24
ARPA Funds Only

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	\$540,174.00
2. Net Change By Change Order	\$0.00
3. Contract Sum To Date	\$540,174.00
4. Total Completed and Stored To Date	\$183,768.74
5. Retainage:	
a. 5.00% of Completed Work	\$9,188.44
b. 0.00% of Stored Material	\$0.00
Total Retainage	\$9,188.44
6. Total Earned Less Retainage	\$174,580.30
7. Less Previous Certificates For Payments	\$0.00
8. Current Payment Due	\$174,580.30
9. Balance To Finish, Plus Retainage	\$365,593.70

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: RME Ltd, LLC d/b/a Elite Surface In

By: [Signature] Date: 03.31.2025State of: _____
Subscribed and sworn to before me this _____
Notary Public: _____
My Commission expires: _____County of: _____
day of _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above 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 \$174,580.30

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

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
Net Changes By Change Order	\$0.00	

ARCHITECT:

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

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 : 04/11/25

To: 03/31/25

Architect's Project No.:

Invoice #: 250002-01

Contract : 250002.01 2024 Monument Stormwater Improvements

Item No.	Description of Work	CONTRACTED			CURRENT		TOTAL TO DATE		TO FINISH	
		Bid Quantity	Unit Price	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
10	Concrete Sidewalk (4")	317.00	SY 127.50	40,417.50	47.90	6,107.25	47.90	6,107.25	269.10	34,310.25
20	Concrete Sidewalk/Driveway/Crosspar	1.00	SY 115.00	115.00	0.00	0.00	0.00	0.00	1.00	115.00
30	Concrete Sidewalk/Driveway/Crosspar	27.00	SY 227.00	6,129.00	22.66	5,143.82	22.66	5,143.82	4.34	985.18
40	ADA Concrete Curb Ramps	24.00	SY 302.00	7,248.00	7.22	2,180.44	7.22	2,180.44	16.78	5,067.56
50	Concrete Curb & Gutter (type 1)	2,055.00	LF 47.00	96,585.00	1,676.00	78,772.00	1,676.00	78,772.00	379.00	17,813.00
60	Asphalt Patching	50.00	TON 93.00	4,650.00	0.00	0.00	0.00	0.00	50.00	4,650.00
70	Asphalt Paving	200.00	TON 41.65	8,330.00	14.92	621.42	14.92	621.42	185.08	7,708.58
80	Aggregate Base Course (6" thick) inst	100.00	CY 108.25	10,825.00	45.00	4,871.25	45.00	4,871.25	55.00	5,953.75
90	Embankment	580.00	CY 56.65	32,857.00	424.40	24,042.26	424.40	24,042.26	155.60	8,814.74
100	Erosion Control BMP's (for all areas)	0.00	LS 0.00	3,172.00	0.00	0.00	0.00	0.00	0.00	3,172.00
110	Demo & Dispose Asphalt Pavement	236.00	SY 28.50	6,726.00	175.00	4,987.50	175.00	4,987.50	61.00	1,738.50
120	Demo & Dispose Sidewalk (6")	338.00	SY 13.60	4,596.80	133.11	1,810.30	133.11	1,810.30	204.89	2,786.50
130	Demo & Dispose Existing Culvert	44.00	LF 38.00	1,672.00	0.00	0.00	0.00	0.00	44.00	1,672.00
140	Construction Traffic Control	10.00	DYS 1,015.00	10,150.00	4.93	5,000.00	4.93	5,000.00	5.07	5,150.00
150	Mobilization	0.00	LS 0.00	11,500.20	0.00	6,500.00	0.00	6,500.00	0.00	5,000.20
160	5' Inlet -provide & install (Type R)	1.00	EA 10,400.00	10,400.00	0.00	0.00	0.00	0.00	1.00	10,400.00
170	10' Inlet -provide & install (Type R)	1.00	EA 14,500.00	14,500.00	0.00	0.00	0.00	0.00	1.00	14,500.00
180	Provide & Install 18" RCP	80.00	LF 165.00	13,200.00	0.00	0.00	0.00	0.00	80.00	13,200.00
190	Provide soil ammendments and seed-	1.00	ACR 7,615.00	7,615.00	0.00	0.00	0.00	0.00	1.00	7,615.00
200	Potholing	10.00	HRS 445.00	4,450.00	26.50	11,792.50	26.50	11,792.50	-16.50	-7,342.50
210	Survey	0.00	LS 0.00	6,350.00	0.00	6,350.00	0.00	6,350.00	0.00	0.00
220	Asphalt Patching	50.00	TON 212.00	10,600.00	0.00	0.00	0.00	0.00	50.00	10,600.00
230	Structural Fill	145.00	CY 67.00	9,715.00	145.00	9,715.00	145.00	9,715.00	0.00	0.00
240	Jensen 1212-HDI Drop Inlet (or appro	0.00	LS 0.00	9,700.00	0.00	0.00	0.00	0.00	0.00	9,700.00
250	Guard Rail Remove and Replace	0.00	LS 0.00	5,725.00	0.00	0.00	0.00	0.00	0.00	5,725.00
260	6" Tall Asphalt Diversion Curb	24.00	LF 132.00	3,168.00	0.00	0.00	0.00	0.00	24.00	3,168.00
270	10" PVC Drop Drain	25.00	LF 297.00	7,425.00	0.00	0.00	0.00	0.00	25.00	7,425.00

CONTINUATION SHEET

Page 3 of 3

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: 04/11/25

To: 03/31/25

Architect's Project No.:

Invoice #: 250002-01

Contract : 250002.01 2024 Monument Stormwater Improvements

Item No.	Description of Work	CONTRACTED			CURRENT		TOTAL TO DATE		TO FINISH	
		Bid Quantity	Unit Price	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
280	RipRap (CDOT 506-00206) 16 sqr ft x	20.00	CY	156.00	3,120.00	0.00	0.00	0.00	20.00	3,120.00
290	Topsoil	30.00	CY	78.50	2,355.00	0.00	0.00	0.00	30.00	2,355.00
300	Excavation	75.00	CY	65.00	4,875.00	75.00	4,875.00	75.00	0.00	0.00
310	Hydroseed	90.00	SY	22.00	1,980.00	0.00	0.00	0.00	90.00	1,980.00
320	Mobilization & Demobilization	0.00	LS	0.00	6,300.00	0.00	3,000.00	0.00	0.00	3,300.00
330	Traffic Control	10.00	DYS	1,015.00	10,150.00	4.93	5,000.00	4.93	5.07	5,150.00
340	Geogrid Tensar UX1100MSE or appro	225.00	SY	12.00	2,700.00	0.00	0.00	0.00	225.00	2,700.00
350	Armormax 75 (or approved equal)	60.00	SY	143.00	8,580.00	0.00	0.00	0.00	60.00	8,580.00
360	Survey	0.00	LS	0.00	6,345.00	0.00	3,000.00	0.00	0.00	3,345.00
370	Pay Item 4" & 12" Rock Slope Stabiliz	20.00	TON	96.00	1,920.00	0.00	0.00	0.00	20.00	1,920.00
380	Demo & Dispose Asphalt Pavement	140.00	SY	30.75	4,305.00	0.00	0.00	0.00	140.00	4,305.00
390	Provide & Install 36" Elliptical RCP w/j	112.00	LF	416.00	46,592.00	0.00	0.00	0.00	112.00	46,592.00
400	36" RCP Flared End Section	2.00	EA	1,650.00	3,300.00	0.00	0.00	0.00	2.00	3,300.00
410	3/4" bedding stone	100.00	TON	69.00	6,900.00	0.00	0.00	0.00	100.00	6,900.00
420	Headwall 6' x 10' x 8"	1.00	EA	6,640.00	6,640.00	0.00	0.00	0.00	1.00	6,640.00
430	Toewall 10' x 3' x 8"	1.00	EA	6,005.00	6,005.00	0.00	0.00	0.00	1.00	6,005.00
440	RipRap (Type M)	100.00	CY	151.00	15,100.00	0.00	0.00	0.00	100.00	15,100.00
450	Asphalt Patching	50.00	TON	210.50	10,525.00	0.00	0.00	0.00	50.00	10,525.00
460	Remove Existing CMP	110.00	LF	35.55	3,910.50	0.00	0.00	0.00	110.00	3,910.50
470	Clearing & Grubbing	1.00	ACR	18,310.00	18,310.00	0.00	0.00	0.00	1.00	18,310.00
480	Mobilization & Demobilization	0.00	LS	0.00	10,630.00	0.00	0.00	0.00	0.00	10,630.00
490	Traffic Control	1.00	DYS	1,015.00	1,015.00	0.00	0.00	0.00	1.00	1,015.00
500	Potholing	10.00	HRS	445.00	4,450.00	0.00	0.00	0.00	10.00	4,450.00
510	Survey	0.00	LS	0.00	6,345.00	0.00	0.00	0.00	0.00	6,345.00
Grand Totals				540,174.00		183,768.74		183,768.74		356,405.28

APPLICATION AND CERTIFICATION FOR PAYMENT

PAGE ONE OF

2 PAGES

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

PROJECT: Town of Monument
Energy Project
Various Locations

APPLICATION NO 3

Distribution to:

PO # 0

☒ OWNER☐ ARCHITECT

PERIOD TO: 4/01/2025-4/30/2025

☐ 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) \$ 367,587.42
5. RETAINAGE:
 - a. 5 % of Completed Work \$ 18,379.37
(Column D + E on G703)
 - b. % of Stored Material \$ 0.00
(Column F on G703)Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 18,379.37
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 349,208.05
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 275,253.67
8. CURRENT PAYMENT DUE \$ 73,954.38
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 972,517.95

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:  Date: 5/7/25

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 \$ 73,954.38

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the 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.
n tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 3
APPLICATION DATE: 04/25/25
PERIOD TO: 4/01/2025-4/30/2025
ARCHITECT'S PROJECT NO: n/a
CUSTOMER PO #: 0

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	E		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
1	Town of Monument	\$ 821,726.00	\$ 242,290.70	\$ 60,148.02	\$ -	\$ 302,438.72		\$ 519,287.28	\$ 15,121.94
2	Misc (as described below)	\$ -	\$ -	\$ -		-			
3	Field Supervision	\$ 112,333.00	\$ -	\$ 20,000.00		20,000.00	18%	\$ 92,333.00	\$ 1,000.00
4	Project Management & Administration	\$ 84,575.00	\$ 25,000.00	\$ 15,000.00		40,000.00	47%	\$ 44,575.00	\$ 2,000.00
5	Bonds	\$ 13,218.00	\$ 13,218.00	\$ -		13,218.00	100%		\$ 660.90
6	Contract Docs (External)	\$ 26,413.00	\$ 26,413.00	\$ -		26,413.00	100%		\$ 1,320.65
7	Contract Docs (Internal)	\$ 17,301.00	\$ 17,301.00	\$ -		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	\$ 33,016.00	\$ -		33,016.00	100%		\$ 1,650.80
10	Lighting - LED	\$ 42,169.30	\$ -	\$ 3,161.02		3,161.02	7%	\$ 39,008.28	\$ 158.05
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	\$ -	\$ 7,830.00		7,830.00	28%	\$ 20,475.00	\$ 391.50
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	\$ -	\$ 14,157.00		14,157.00	25%	\$ 42,586.00	\$ 707.85
17	Orchestrate - Facility Management	\$ 20,884.00	\$ -	\$ -		-	0%	\$ 20,884.00	\$ -
18		\$ -	\$ -	\$ -		-			
19	Site 2	\$ 500,000.00	\$ 47,450.00	\$ 17,698.70	\$ -	\$ 65,148.70		\$ 434,851.30	\$ 3,257.44
20		\$ -	\$ -	\$ -		-			
21	Solar - Rooftop Photovoltaic	\$ 434,851.30	\$ -	\$ -		-	0%	\$ 434,851.30	\$ -
22	Lighting - LED	\$ 17,698.70	\$ -	\$ 17,698.70		17,698.70	100%		\$ 884.94
23	HVAC - Packaged Unit Upgrades	\$ 47,450.00	\$ 47,450.00	\$ -		47,450.00	100%		\$ 2,372.50
		\$ 1,321,726.00	\$ 289,740.70	\$ 77,846.72	\$ -	\$ 367,587.42	28%	\$ 954,138.58	\$ 18,379.37

Contractor's Application for Payment No. 4

Application Period: 04/01/2025-04/30/2025		Application Date: 04/30/2025
To: Town of Monument (Owner)	From (Contractor): Barnard Structures, Inc.	Via (Engineer):
Project: Booster Pump Station & Valve Improvements	Contract:	
Owner's Contract No.	Contractor's Project No.	Engineer's Project No.

**Application For Payment
Change Order Summary**

Approved Change Orders		
Number	Additions	Deductions
Contingency	\$30,000.00	\$30,000.00
C.O.#1 12" Insert Valve	\$54,136.05	
C.O.#2 3" PRV Change	\$4,726.00	
C.O.#3 Refund 6" Valve		\$1,780.00
C.O.#4 Traffic Control	\$2,800.00	
C.O.#5 Add Asphalt	\$6,440.00	
C.O.#6 Add Concrete	\$3,750.00	
TOTALS	\$101,852.05	\$31,780.00
NET CHANGE BY CHANGE ORDERS	\$70,072.05	

1. ORIGINAL CONTRACT PRICE	\$	\$149,924.00
2. Net change by Change Orders	\$	\$70,072.05
3. Current Contract Price (Line 1 + 2)	\$	\$219,996.05
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)	\$	\$219,996.05
5. RETAINAGE:		
a. 5% X \$219,996.05 Work Completed	\$	\$10,999.80
b. 5% X Stored Material	\$	
c. Total Retainage (Line 5.a + Line 5.b)	\$	\$10,999.80
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)	\$	\$208,996.25
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$	\$139,666.68
8. AMOUNT DUE THIS APPLICATION	\$	\$69,329.57
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)	\$	\$10,999.80

Original
Reso 62-2024
Dec 16, 2024
change order approved
Reso 13-2025
February 18, 2025

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective

Contractor Signature

By: *Mike Barnard* Date: 4/23/25

Payment of \$ 69,329.57
(Line 8 or other - attach explanation of the other amount)

is recommended by: N/A N/A
(Engineer) (Date)

Payment of \$ 69,329.57
(Line 8 or other - attach explanation of the other amount)

is approved by: *[Signature]* 5/6/25
(Owner) (Date)

Approved by: N/A N/A
Funding or Financing Entity (if applicable) (Date)

Contractor's Application

EJCDC® C-620 Contractor's Application for Payment
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Page 1 of 1

CORPORATE TRUST ACCOUNT INVOICE SUMMARY**NAME OF ISSUE:**TOWN OF MONUMENT CERTIFICATES OF
PARTICIPATION, SERIES 2020TOWN OF MONUMENT
645 BEACON LIFE ROAD
MONUMENT CO 80123**REF. NUMBER: MONUMENT2020**

FOR QUESTIONS CONTACT GEORGE KUBIN 303-864-7206

DUE DATE 06/01/2025

PRINCIPAL OUTSTANDING \$17,860,000.00

DEBT SERVICE

PRINCIPAL DUE \$0.00

INTEREST DUE \$357,200.00

TOTAL DEBT SERVICE DUE \$357,200.00**FEES****TOTAL FEE DUE \$0.00****TOTAL AMOUNT DUE \$357,200.00****WIRE PAYMENTS MUST BE RECEIVED 1 BUSINESS DAY PRIOR TO DUE DATE****CHECK & ACH PAYMENTS MUST BE RECEIVED 5 BUSINESS DAYS PRIOR TO THE DUE DATE***IF REMITTING CHECK PAYMENT, PLEASE RETURN THE BOTTOM SECTION AND RETAIN TOP PORTION FOR YOUR RECORDS*

NAME OF ISSUE:

TOWN OF MONUMENT CERTIFICATES OF
PARTICIPATION, SERIES 2020**DUE DATE 06/01/2025**

REF. NUMBER:	MONUMENT2020
NET AMOUNT DUE:	\$357,200.00
CURRENT DEBT SERVICE:	\$357,200.00
TOTAL FEES:	\$0.00
AMOUNT ENCLOSED:	

REMIT CHECK TO:(MUST BE RECEIVED 5 BUSINESS DAYS PRIOR TO DUE DATE)
BOKF, NAAttn: Corporate Trust
1600 BROADWAY, 26TH FLOOR
DENVER, CO 80202**WIRE/ACH INSTRUCTIONS::**(WIRES MUST BE RECEIVED 1 BUSINESS DAY PRIOR TO DUE DATE)
(ACHS MUST BE RECEIVED 5 BUSINESS DAYS PRIOR TO DUE DATE)BOKF, NA
ABA 103900036
A/C NAME: WEALTH MANAGEMENT
A/C #: 600024642
REF: DEN CORP TRUST - **MONUMENT2020**

The Lakota Group, Inc.
One East Wacker Dr.
Ste. 2700
Chicago, IL 60601
312-467-5445

THE LAKOTA GROUP.

INVOICE

Bill To
Dan Ungerleider, AICP Town of Monument 645 Beacon Lite Road Monument, CO. 80132 RE: Comprehensive and Stormwater plan

Date	Project #
04/08/2025	25001
Terms	Invoice #
Net 30 Days	25001-03

Hours/ Quantity	Description	Rate	Notes/Comments	Amount
	Billing Period: 03/01/2025 through 03/31/2025			
	Total Contract Fee Amount:	\$ 476,113.00		
	Previous Fee Invoiced to Date:	\$ 20,485.00		
	Total Fee - This Invoice:	\$ 63,461.35		
	Professional Fee Remaining:	\$ 392,166.65		
	Total Contract Expense Amount:	\$ 25,428.00		
	Previous Expense Invoiced to Date:	\$ 428.44		
	Total Expense - This Invoice:	\$ 9,056.58		
	Reimbursable Expenses Remaining:	\$ 15,942.98		
	Professional Fee Details			
20	Professional Fees: President/Principal	315.00		6,300.00
24	Professional Fees: Vice President	240.00		5,760.00
60	Professional Fees: Senior Associate	210.00		12,600.00
36	Professional Fees: Associate	160.00		5,760.00
	V3 - Comprehensive Plan			9,760.10
	V3 - Stormwater Management Plan			1,750.00
	SB Freidman			21,531.25
	Professional Fee Total:			\$ 63,461.35
	Reimbursable Expense Details			
	Printing			10.00
	Airfare (AC; SF; SA; HB; AS)			2,425.98
	Car rental (AC; SF)			887.83
	Hotel (AC; SA; SF; HB)			2,376.01
	Meals (AC; SA; SF; HB; AS)			1,285.48
	SB Freidman expenses			2,071.28
	Reimbursable Expense Total:			\$ 9,056.58
			Total	\$ 72,517.93

FEIN:36-3885664

APPROVED

By Dan Ungerleider at 9:16 am, Apr 08, 2025

MMDe
4/11/25

EXPLANATION OF SERVICES PROVIDED

PROJECT NUMBER: 25001

INVOICE NUMBER: 25001-03

DATE RANGE: 03/01/2025 through 03/31/2025

TASKS

TASK 1.1: Project Kick Off & Tour

TASK 1.4: Steering Committee Meeting

TASK 1.5: Tours, Field Work, and Land Use Inventory

TASK 1.7: Stakeholder Conversations

TASK 1.9: Community Open House & Engagement

MEETINGS

Town Council Meeting March 3

Engagement Week March 4 - 7

Bi-Weekly Check-In Meetings



Remit To:

7701 Independence Ave.
Kansas City, MO 64125Custom Truck & Equipment, LLC
7701 Independence Ave.
Kansas City, MO 64125

SALES INVOICE

ORDER NUMBER:	1000339580
Invoice Date:	05/08/25
Total Due:	\$233,674.00
Payment Terms	PREPAYMENT
Due Date:	05/08/25
Branch:	CO
Delivery Method:	FTL
Delivery Terms:	EXW

Bill To:

TOWN OF MONUMENT, CO
645 BEACONLITE RD
MONUMENT, CO - 80132
UNITED STATES

Ship To:

TOWN OF MONUMENT, CO
645 BEACONLITE RD
MONUMENT, CO - 80132
UNITED STATES

For questions regarding your invoice - contact (720) 842-1404

Customer #	Customer Purchase Order	Doc Date	Sales Representative	Division	Store
2082019	SEE SIGNED RBO	05/08/25	DDICKSON	USA	CO
Qty	Item	Description	Unit Price / Rate	Ext. Price	
1	WHOLE GOOD VIN: 3ALDCXFEKSDVJ1377 ATTACHMENT S/N: 2240483941 SERIALIZED BODY: LKWGTC-192-24-0311 100_03674	FREIGHTLINER M2106/TC55 OPTIM Ex Works: KANSAS CITY, MO	\$231,424.00	\$231,424.00	
	Unit Attributes: CHASSIS MODEL:M2106 CHASSIS MAKE:FREIGHTLINER CHASSIS YEAR:2025 CHARACTERISTIC TYPE:55' BUCKET TRK NEW/USED:NEW ENGINE MAKE:CUMMINS CHASSIS CLASS:CLASS 7 CHASSIS ENGINE MODEL:L9 D TRANSMISSION MODEL:3000RDS AXLE CONFIGURATION:4X4 BRAKES:AIR ATTACHMENT MODEL:TC55 OPTIMA ATTACHMENT MAKE:TEREX UT ATTACHMENT YEAR:2023 BED/BODY MAKE:FREEDOM TRUCK EQUIPMENT BED/BODY MODEL:FTETC55MU126UL PTO OPTIONS:YES E-PTO:NO CA OR CT:124 WHEELBASE:190 FRONT AXLE CAPACITY:14000 REAR AXLE CAPACITY:21000 FRAME:11125356438S CAB TYPE:REGULAR CAB REAR SUSPENSION:SPRING	PUSHER AXLE(S):NONE RAIL GEAR:NO G.V.W.R.:33000 ON-HWY/OFF-ROAD:ON-HIGHWAY			
1	750_00010	FREIGHT-WHOLEGOODS DELIVERY Ex Works: KANSAS CITY, MO	\$2,250.00	\$2,250.00	

Payment Approval

Authorized By: 

Date: 5-8-25

Account Number: 01-30-65950 \$93,469.60
01-34-65950 \$93,469.60
61-15-66201 \$46,734.80RESO 26-2025
May 5th, 2025

Sale	\$233,674.00
Misc.	\$0.00
Tax	\$0.00
Prepayments	\$0.00
Total	\$233,674.00

CTOS requests that any changes to remittance information communicated via email be subject to a verification process.

6661390105087171950IS606PF_0

Page 1 of 1



Revised Payment Instructions as of July 1st, 2023

Please read carefully and utilize the appropriate payment method for your account and transaction you are paying.

For Rental, Parts, & Service accounts please use the following payment options:

Option 1 – Wire / ACH Instructions

Custom Truck One Source LP
PNC Bank, N.A.
500 First Avenue
Pittsburgh, PA 15219
Account Number: 8026492353
Routing Number (ACH and WIRE): 031207607
Swift Code: PNCCUS33

Option 2 – Check by Express Mail (overnight)

Custom Truck One Source LP
Attn: Treasury Department
7701 Independence Ave
Kansas City, MO 64125

Option 3 – CTOS Connect powered by Billtrust

Online Invoice & Payment Management! View / Download invoice copies schedule payments
Request access by visiting our website at <https://customtruck.com/register> and click [Sign up now.](#)
Further registration instructions are attached for your reference.



Note: Credit card payments will only be accepted through the Billtrust platform, and a 3% fee will be applied.

For Truck & Equipment accounts please use the following payment options:

Option 1 – Wire / ACH Instructions

Custom Truck One Source LP
PNC Bank, N.A.
500 First Avenue
Pittsburgh, PA 15219
Account Number: 8026492345
Routing Number (ACH and WIRE): 031207607
Swift Code: PNCCUS33

Option 2 – Check by Express Mail (overnight)

Custom Truck One Source LP
Attn: Treasury Department
7701 Independence Ave
Kansas City, MO 64125

Sincerely,

A handwritten signature in black ink, appearing to be 'Jim Ross'.

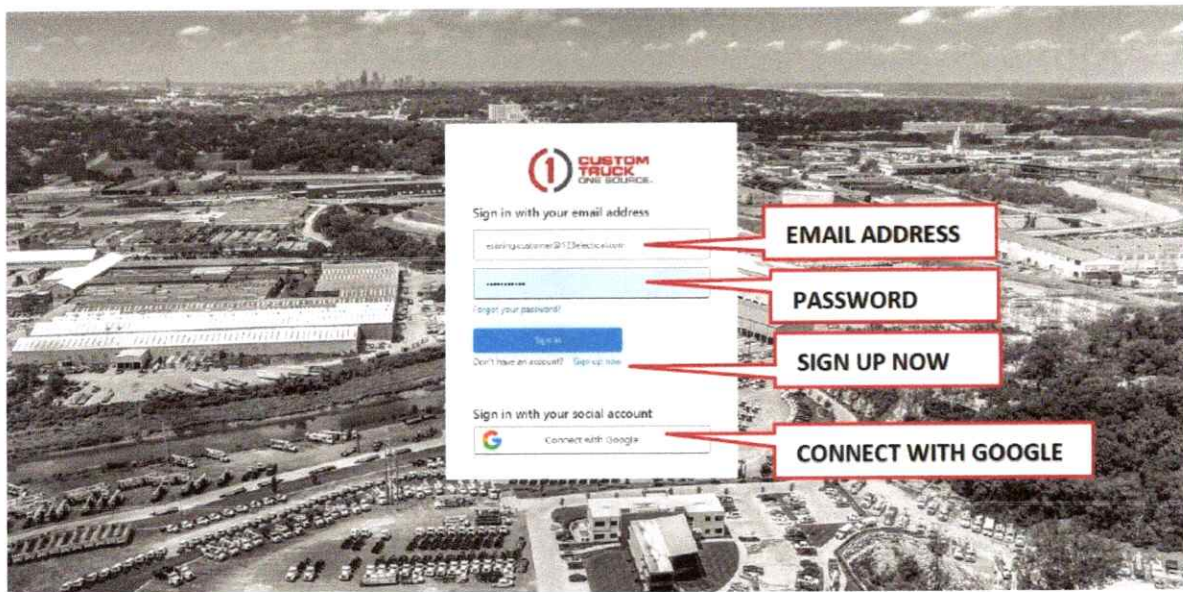
Jim Ross
Vice President, Treasury
(816) 410-2806



Navigate to the <https://customtruck.com/register>

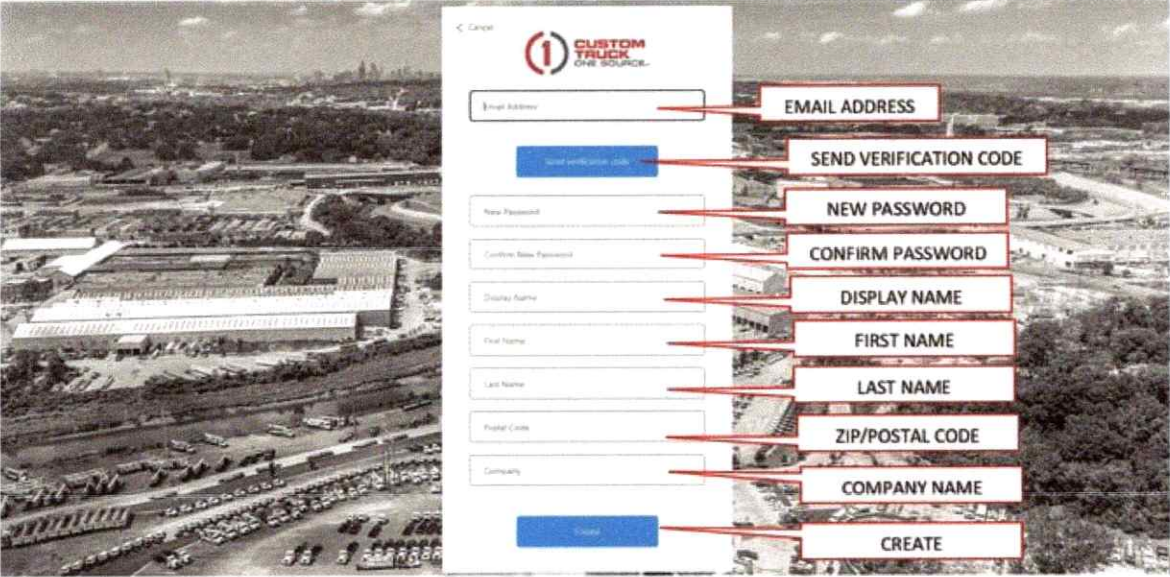
Click on the **[LOG IN / REGISTER]** link on the top left header bar.

If you are a registered user, you can enter in your credentials (Email Address & Password) and sign into your account. Alternatively, you can sign-in with your Google account.



If you are a non-registered customers or new (guest) user, click on the **[Sign up now]** link and complete the sign-up registration form.

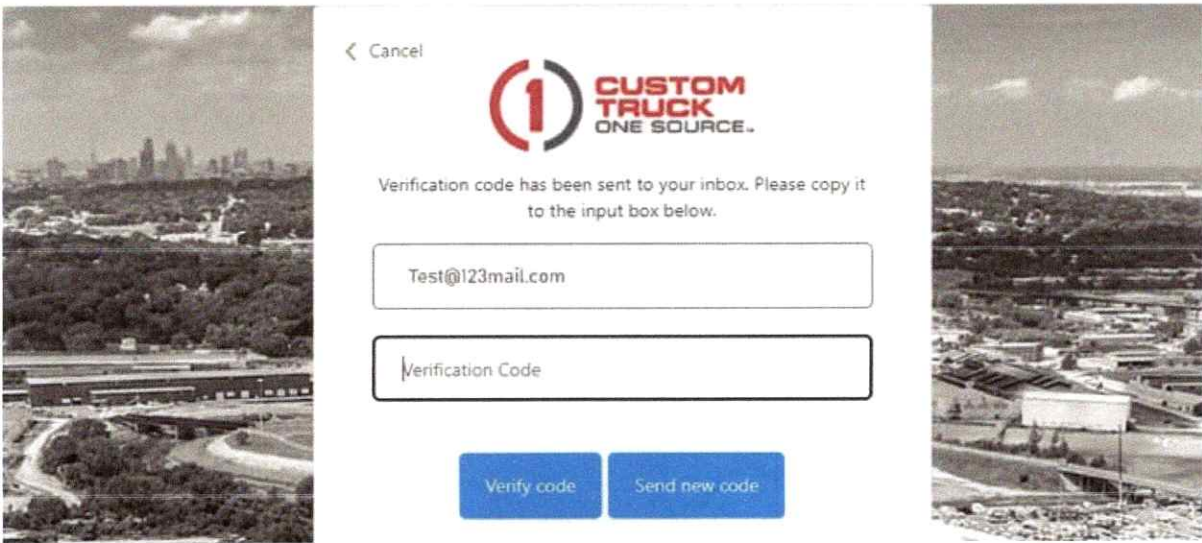
A sign-up registration form will display on the screen. The user will first enter in their [EMAIL ADDRESS] and then click on the [SEND VERIFICATION CODE] as shown below.



The image shows a registration form for Custom Truck One Source. The form is overlaid on a background image of a city skyline. The form fields and their corresponding labels are as follows:

- EMAIL ADDRESS (points to the Email Address input field)
- SEND VERIFICATION CODE (points to the Send verification code button)
- NEW PASSWORD (points to the New Password input field)
- CONFIRM PASSWORD (points to the Confirm New Password input field)
- DISPLAY NAME (points to the Display Name input field)
- FIRST NAME (points to the First Name input field)
- LAST NAME (points to the Last Name input field)
- ZIP/POSTAL CODE (points to the Postal Code input field)
- COMPANY NAME (points to the Company input field)
- CREATE (points to the Create button)

A verification code will be sent to your email address from CTOS Dev B2C with a six-digit code. Enter this code into the [Verification Code] as indicated below and click on [Verify Code].



The image shows a verification screen for Custom Truck One Source. The screen is overlaid on a background image of a city skyline. The screen displays the following information:

- Custom Truck One Source logo
- Message: "Verification code has been sent to your inbox. Please copy it to the input box below."
- Email Address: "Test@123mail.com" (displayed in a text box)
- Verification Code input field
- Buttons: "Verify code" and "Send new code"

Once this is done, another message will appear saying *"Email Address verified. You can now continue."* The user can ignore the **[Change email]** button, unless they decide on using a different email address than the one they just verified, and continue to complete the rest of the form with the additional requested detail fields. The **[Display Name]**, is how you want your name to appear on the customer portal.



Lastly, once all the information has been completed, click on the **[Create]** button and the user is now registered on the portal.

PLEASE NOTE: Reports will not be visible to new users in the MANAGE MY ACCOUNT section at first, as their accounts will need to be validated and their user permissions levels authorized and configured. If reports are still not showing after 72 hours from signing up, please email us at portal@customtruck.com.



MEMORANDUM

To: The Honorable Mayor and Town Council

From: Andrew S. Archuleta, Assistant Director of Public Works

RE: Resolution No. 32-2025 Justification and Recommendation for 2025 Asphalt Overlay Program

BACKGROUND: The Town of Monument Public Works is charged with maintaining 30.4 lane miles of paved roadway. Paved roads within the Town consist of classifications, with multi lanes, traffic volumes and speed limits. Asphalt roads have a national average service life of 25+ years based on design and construction, however in colder freeze/thaw environments such as Monument, the lifespan can be as short as 16 years before major reconstruction is required.

The contracted work consists of furnishing all labor, equipment and materials necessary for the installation of; Hot Mix Asphalt (HMA) overlay, milling (removal), patching, Geotextile (paving fabric if specified), valve box / manhole adjustments, valve box / manhole rebuild, traffic management and pavement markings on various streets throughout the Town of Monument (Town).

DISCUSSION: In, 2024, Chavez Construction was awarded the bid for the Asphalt Overlay Program, and as stated in the purchasing policy for the Town, "for purchase of recurring products and services, Comparative Pricing will be solicited at least every three (3) years." Chavez Construction will be in their second-year contract with the Town and does not require a new RFP for 2025 and we would like to use them for our Asphalt Overlay Program for a total of \$400,000.00. The work completed in 2024 was more than satisfactory and we would like to continue using them and continue with the planned 2025 Asphalt Overlay Program.

PROS/CONS: Pro's – By moving forward with this resolution to approve the 2025 Asphalt Overlay Program, we can confirm with Chavez Construction to get on their schedule and continue to improve and upgrade the asphalt roadways planned for the 2025 year. Using the same contractor as the previous year allows for a smoother construction process because they are familiar with the area, familiar with our standards and familiar with our crew. **Con's** – By not approving this resolution, we would have to create a new RFP for the program, then send it out to bid which would delay our proposed start of construction and could result in not completing to work planned for the year.

FISCAL IMPACT: The planned budget in the 2025 Capital Projects fund for the line-item Asphalt Repairs is **\$400,000.00**.

STAFF RECOMMENDATION: We recommend the passage of Resolution No. 32-2025, approving the proposed 2025 asphalt overlay program.

TOWN OF MONUMENT

RESOLUTION NO. 32-2025

A RESOLUTION TO APPROVE A CONTRACT WITH CHAVEZ CONSTRUCTION FOR THE 2025 ASPHALT OVERLAY PROGRAM WORK, FOR THE PUBLIC WORKS DEPARTMENT

WHEREAS, the Town of Monument Public Works Department, has a need to continuously maintain asphalt road surfaces and conditions, and;

WHEREAS, the Town of Monument Public Works Department will make road improvements on roadways owned, operated and maintained by the town, and;

WHEREAS, the General Fund, Capital Projects has budget available for the funding to support this contract and work, through dedicated and approved 2025 budgeted funds and;

WHEREAS, the projected not to exceed cost of this project is \$400,000.00

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

The Town Council hereby approves a not to exceed \$400,000.00 to be used towards 2025 Asphalt Overlay Program improvements, and the contract with Chavez Construction for this work for the Town of Monument Public Works Department.

PASSED AND RESOLVED by the Town Council of the Town of Monument, El Paso County, Colorado, this 19th day of May 2025 by a vote of ____ for and ____ against.

TOWN OF MONUMENT

Mitch LaKind, Mayor

ATTEST:

Tina Erickson, Town Clerk

AGREEMENT

Town of Monument 2025 Asphalt Overlay Program

THIS AGREEMENT (“Agreement”) is made as of this 19th day of May, 2025 between the **TOWN OF MONUMENT**, 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 (“Owner”), with a mailing address of 645 Beacon Lite Road, Monument, CO 80132, and Chavez Construction Inc., with a mailing address of 3911 Norwood Drive Unit C, Littleton, Colorado 80125, (“Contractor”). The Owner and Contractor are sometimes referred to individually herein as a “Party” and collectively as the “Parties.”

In consideration of the mutual covenants, agreements, conditions and undertakings hereinafter set forth, Owner and Contractor agree as follows:

Section 1. Scope of Work. Contractor shall perform all work in accordance with the Contract Documents as identified in Section 18 (Contract Documents) for the “Town of Monument 2025 Asphalt Overlay Program,” including furnishing all construction plans and methods, construction management, labor, equipment and materials (generally referred to as the “Project”), and shall complete the Project, including any additional work authorized pursuant to Section 17, in accordance with the terms of this Agreement and the Contract Documents.

Section 2. Contract Price. Owner shall pay Contractor for the performance of work and completion of the Project the total price not to exceed four hundred thousand dollars (\$400,000.00) (the “Contract Price”), subject to certain adjustments as herein provided, in accordance with the bid proposal submitted by Contractor. The Contract Price may be adjusted (i) for changes in the Contract Documents or for extensions of time to complete performance, if approved by Owner and Contractor as specified in Section 17 (Appropriations; Change Orders); (ii) for any additional work authorized pursuant to Section 17 (Appropriations; Change Orders); and (iii) for certain changes in quantities, if bid on a unit-price basis in the bid proposal. All unit quantities requiring an adjustment of the Contract Price shall be verified by Project Manager, as defined in Section 16 (Project Manager).

Section 3. Progress Payments. Owner will make progress payments monthly on account of the Contract Price in accordance with partial payment applications prepared by Contractor for work performed during the last monthly period and which have been approved by Project Manager and Owner. Contractor shall submit partial payment applications for the last completed work period to Project Manager by the first (1st) day of each month. Owner shall authorize progress payments for the amount approved by Project Manager and Owner under such partial payment applications on or before the fifteenth

(15th) day of each month. Progress payments shall not constitute final acceptance of the Project. Owner may withhold progress payments if: (i) Contractor's performance is inadequate or defective and not remedied in accordance with Project Manager's directions; (ii) Contractor does not make prompt and proper disbursements to subcontractors on receipt of progress payments from Owner; (iii) Contractor does not promptly pay for materials, labor or equipment furnished on the Project; (iv) claims or liens are filed on the Project; (v) in Project Manager's opinion, Contractor's performance is not progressing satisfactorily or completion of the Project is jeopardized or delayed; or (vi) Owner has not been supplied with certificates of insurance as required by Section 12.g (Insurance).

~~**Section 4. Retainage.** An amount equal to five percent (5%) of each progress payment made on the Contract Price shall be retained by Owner. Such retainage of the Contract Price shall be held by Owner until the Project is completed and finally accepted by Owner in accordance with the provisions hereof. Owner shall pay the full amount of such retainage to Contractor within sixty (60) days of final completion and acceptance of the Project, except to the extent of any claims filed pursuant to Section 38-26-107, C.R.S. Any release of retainage to Contractor or a subcontractor prior to final payment shall, in addition to any other requirements of the Contract Documents, require written approval from the surety furnishing bonds pursuant to Section 13 (Performance, Payment and Warranty Bonds).~~ **NOT REQUIRED**

Section 5. Final Payment.

a. Upon completion of the Project and Contractor's submittal of notice thereof to Project Manager and Owner, Project Manager shall inspect the Project and reject any portion of performance not in conformity with the Contract Documents. Defective materials, equipment or work shall be remedied immediately by Contractor before final payment. Owner shall make final payment to Contractor within thirty (30) days after (i) final acceptance of performance by Owner as specified in Section 6 (Final Acceptance) and (ii) receipt of Project Manager's confirmation to Owner that the Project has been completed satisfactorily. Final payment shall not, however, be due until Contractor has delivered to Owner a complete release of all claims or liens against the Project and has produced satisfactory receipts, waivers or lien releases indicating final and total payment to all subcontractors and persons who have furnished materials, labor and equipment on which a lien or claim might potentially be filed in a form acceptable to Owner. **Owner shall, no later than ten (10) days before final payment is made, publish a notice of final payment at least twice in a legal newspaper of general circulation in any county where the work was contracted for or performed pursuant to Section 38-26-107, C.R.S.**

b. By making final payment, Owner waives all claims against Contractor, except those expressly declared to Contractor in writing prior to final payment or those arising out of: (i) defective performance appearing after final acceptance; (ii) performance that fails to comply with the Contract Documents, unless expressly waived

by Owner in writing; (iii) outstanding claims of any nature, including but not limited to claims for property damage or personal injury arising during the construction period or liens or claims against the Project; or (iv) Contractor's failure to execute any warranty, guarantee or bond or to provide insurance or other defense and indemnification required by the Contract Documents. By accepting final payment, Contractor waives all claims against Owner, except those expressly declared to Owner in writing and received by Owner prior to final payment. Notwithstanding the foregoing, Contractor shall work with Owner in good faith to resolve any claims it may have prior to final payment being made.

Section 6. Final Acceptance.

a. Final acceptance of the Project shall follow inspection and approval of Contractor's performance by Project Manager, along with inspection by appropriate manufacturers' representatives and governmental officials pursuant to local, State and federal requirements as necessary. Owner shall have the right to determine the acceptability of Contractor's performance and conformance with the Contract Documents, which determination shall be conclusive and binding upon Contractor. Final acceptance by Owner is subject to the provisions of Section 5 (Final Payment) and in no manner affects or releases any warranty or guarantee with Contractor or manufacturers or suppliers of Project equipment or materials.

b. When presented for final acceptance, the Project shall be delivered to Owner in complete compliance with the Contract Documents free from any lien, claim or encumbrance, whether in existence or subsequently established by law, statute, ordinance or otherwise. Notwithstanding the foregoing, nothing in the Contract Documents shall give Contractor or any subcontractor, laborer, supplier, manufacturer or other person or entity, either expressly or by implication, any right to assert a lien, claim or encumbrance against the Project.

Section 7. Commencement and Completion of Performance; Liquidated Damages.

a. Contractor shall commence performance within ten (10) days after receipt of written notice to proceed, which is expected to be given on or before Date of Notice, and shall diligently perform all work through completion. Unless an extension of time is granted by Owner as hereinafter set forth, Contractor shall complete the Project no later than **November 22, 2025**. ~~For purposes of this Agreement, (i) "Substantial Completion" shall be the time at which the Project (or a specified part thereof) has progressed to the point where, in the opinion of Project Manager, the Project (or a specified part thereof) is sufficiently complete in accordance with the Contract Documents, so that the Project (or a specified part thereof) can be utilized by Owner for the purposes for which it is intended; and (ii) "Final Completion" shall be the time at which Owner accepts the Project upon confirmation from Project Manager and Contractor that the Project is totally complete in accordance with Contract Documents.~~

b. If Contractor fails to perform the Project within the above-referenced performance deadlines or any extension thereof (the "Performance Deadlines"), Contractor shall pay to Owner as liquidated damages (and not as a penalty) for ordinary and general damages and inconvenience (exclusive of any special damages such as, by way of example and not limitation, any liabilities to third parties) the sum of:

1. ~~Late startup of all major equipment:~~ ~~\$100 per day~~
2. ~~Late Substantial Completion:~~ ~~\$100 per day~~
3. Late Final Completion: \$100 per day

These liquidated damages are based upon Owner's evaluation of its likely losses in the event the Performance Deadlines are not met. The liquidated damages herein established are agreed to by Contractor after full discussion of the implication of this Section 7. The failure to perform the work and complete the Project by the Performance Deadlines will cause significant damage to Owner. Owner and Contractor agree that such actual damages caused by Contractor's failure to meet the Performance Deadlines would reasonably likely include, without limitation, the costs for additional construction management and other Owner representative/employee time; the costs for third-party consultants' time; inefficiency and inconvenience damages to Owner's operations; damages to Owner's reputation with third-parties (including governmental entities with regulatory jurisdiction over Owner), as well as other potential actual damages to Owner reasonably associated with the subject matter of this Agreement. Contractor acknowledges that the liquidated damages established herein are a reasonable pre-estimate of the detriment Owner will suffer in the event Contractor fails to perform the work and complete the Project by the Performance Deadlines and, after a full discussion of the implications of this section, further acknowledges that the above estimates are reasonable of presumed actual damages given it would be impractical and difficult to precisely ascertain the actual damages that Owner might suffer by reason of Contractor's failure to perform the work and complete the Project by the Performance Deadlines. The liquidated damages established herein are intended to be and are cumulative and shall be in addition to any other remedy enforceable at law under this Agreement. Liquidated damages do not include any sums of money to reimburse Owner for extra costs which Owner may become obligated to pay on other contracts that are delayed or extended because of Contractor's failure to perform the work and complete the Project by the Performance Deadlines. Should Owner incur such other additional costs because of delays or extensions to other contracts resulting from Contractor's unexcused failure or delay in performance, Owner will assess any such extra costs against Contractor in addition to the liquidated damages provided for herein.

c. No extension of time to complete performance shall be granted under normal circumstances. Extensions of time to complete performance may be authorized by

Owner in its sole discretion for any actual period of delay on an occurrence basis for: (i) adverse weather or climatic conditions not reasonably anticipated; (ii) major labor disputes; (iii) acts of God; (iv) detrimental acts of Owner; (v) acts of another contractor in the performance of related work under a separate contract with Owner; (vi) delays resulting from the intervention of governmental agencies in the performance of work on the Project, if not caused by Contractor or its subcontractors; or (vii) other extraordinary circumstances beyond Contractor's reasonable control. Foreseeable weather delays and delays or failures in delivery of equipment or materials shall not constitute cause for an extension of time to complete performance or for an adjustment to the Contract Price. Any request for an extension of time to complete performance shall be submitted in writing to Project Manager for Owner's approval within ten (10) days after such occurrence and shall be accompanied and supported by a schedule analysis based on the critical path method, which shows how and where the delay occurred on the then-critical path and its effect on any milestone date or the date of Substantial Completion. The decision of Owner shall be conclusive and binding upon Contractor.

Section 8. Default. Owner may give written notice of grounds for default to Contractor at any time if: (i) Contractor fails to perform in an adequate or specified manner or proceeds in willful violation of the Contract Documents or terms of this Agreement, as determined by Project Manager or Owner; (ii) Project Manager advises Owner that performance of work on the Project is being delayed unnecessarily or that Contractor is executing its responsibilities in bad faith or contrary to the intent of this Agreement; (iii) performance is not fully completed within the period of time specified for completion under Section 7 (Commencement and Completion of Performance; Liquidated Damages); (iv) work to be performed by Contractor is assigned without Owner's consent; (v) the Contractor fails to procure the insurance required hereunder or provide the Owner with Certificates of Insurance, as defined in Section 12.g. (Insurance), within the timeframe provided herein; (vi) Contractor is insolvent or files for bankruptcy; (vii) Contractor makes a general assignment of assets for the benefit of creditors; (viii) a receiver is appointed for Contractor; or (ix) other serious and reasonable cause exists which jeopardizes completion of the Project. If Contractor does not remedy or otherwise correct the grounds for default within such period of time as specified by Owner, Owner may terminate this Agreement and direct Contractor to discontinue any further work on the Project, and Contractor shall immediately stop all work on the Project and forfeit all rights under this Agreement. Owner, in its discretion, may complete the Project, or may request the surety of Contractor to complete the Project, or may contract with others to complete the Project at the expense of Contractor and its surety. Any increase in costs over the Contract Price and any actual and/or special damages incurred by Owner as a consequence of such default, including reasonable attorneys' fees, shall be paid and satisfied in full by Contractor and its surety.

Section 9. Termination. At any time, Owner may, without cause and without prejudice to any other right or remedy hereunder, elect to terminate this Agreement. In such event, Owner shall give written notice of Project termination to Contractor at least

five (5) days in advance of the Project termination date. Such notice may include specific instructions as to work to be completed and other winding-up matters. In the absence of any contrary instructions, Contractor shall place no further orders or enter into subcontracts related to the Project, shall terminate all orders and subcontracts to the extent they relate to terminated work, and shall stop work on the date and in accordance with directions specified in the notice. Contractor shall cooperate with Owner to transfer all of Contractor's rights and interests in any orders, subcontracts or work as directed by Owner. Owner shall pay Contractor for the performance of all work through the Project termination date and for such additional amounts as, in the opinion of Project Manager, are reasonable to compensate Contractor for the termination of this Agreement. Final payment to Contractor shall be made in accordance with Section 5 (Final Payment).

Section 10. Taxes, Licenses, Permits, and Regulations. In all operations connected with the Project, Contractor shall pay all fees, charges and taxes imposed by law, except for sales and use taxes from which Owner or the Project are exempt and shall obtain all licenses and permits necessary for completion of the Project, including payment of all fees, unless otherwise specified by the Contract Documents or approved in writing by the Project Manager. Contractor shall comply with all laws, ordinances, codes, rules and regulations of all governmental authorities, whether local, State or federal, relating to the performance of work on the Project and particularly for compliance with those laws concerning the environment, stormwater management permits, workmen's compensation, safety and health, labor, immigration and equal employment opportunity. Owner shall, upon request, furnish Contractor with a copy of its certificate of sales and use tax exemption. Owner shall not reimburse Contractor for any sales or use taxes paid to the State or any county or municipality from which Owner or the Project are exempt.

Section 11. Indemnification; No Waiver of Liability or Immunity. Contractor agrees to indemnify, defend, and hold harmless the Owner and its officers, directors, employees, agents, engineers/architects and attorneys from all costs, claims, damages, judgments, losses, liability and expenses of every nature, including reasonable attorneys' fees, arising at any time from any act or omission of the Contractor, its agents, representatives, subcontractors, or suppliers. Contractor shall upon request of the Owner promptly assume the defense, with defense counsel of Owner's choice and at Contractor's sole expense, of any claim, action, proceeding or suit that is brought against the Owner arising from any act or omission of the Contractor, its agents, representatives, subcontractors, or suppliers. If other persons and/or entities, excluding the Owner and its officers, directors, employees, agents, engineers, architects, and attorneys, at fault exist, Contractor agrees to work in good faith with such persons and/or entities in determining how the Owner's defense costs shall be covered, but under no circumstances shall the Owner be responsible for those costs. Contractor further agrees that, to the extent applicable, indemnification shall only be to the extent and for an amount represented by the degree or percentage of negligence or fault attributable to the Contractor or its agents, representatives, subcontractors, or suppliers. The extent of the Contractor's obligation to

indemnify the Owner and its officers, directors, employees, agents, engineers/architects and attorneys may be determined only after the Contractor's liability or fault has been determined by adjudication, alternative dispute resolution, or otherwise resolved by mutual agreement of the Parties. Contractor's obligations under this Section shall be to the fullest extent permitted by law and shall survive termination or expiration of this Agreement. **Notwithstanding any other provision contained in this Agreement, the Owner does not agree to defend, indemnify, or hold harmless the Contractor or waive or limit its rights and/or claims in any respect regarding the Contractor's liability (either by type of liability or amount).** Owner is relying on and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, defenses and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 *et seq.*, C.R.S., as from time to time amended, or otherwise available to the Owner or its officers or employees. Nothing in this Section shall be construed to require any indemnification that would make this provision void or unenforceable or to eliminate or reduce the indemnification or rights which the Owner has by law.

Section 12. Insurance.

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

1. Workers' compensation insurance for its employees, if any, as required by Colorado law with limits of at least \$500,000 per injury or illness an employee suffers as a result of providing the services hereunder, with a \$500,000 aggregate per occurrence;
2. Employer's liability insurance with limits of at least \$500,000 per employee/accident and \$1,000,000 aggregate;
3. Commercial general liability insurance covering, without limitation, premises operations, products-completed operations, contractual liability insuring the obligations assumed by the Contractor under this Agreement, personal and advertising injury, and broad form property damage, with limits of at least \$2,000,000 per occurrence for bodily injury, death or damage to property; \$2,000,000 per occurrence for personal and advertising injury; \$2,000,000 products-completed operations aggregate; and \$2,000,000 general aggregate;
4. Automobile liability insurance covering all owned, hired and non-owned vehicles used in the performance of the work under

this Agreement with a limit of at least \$2,000,000 combined per accident for bodily injury and property damage;

- ~~5. Unless otherwise waived by the Owner in writing, builder's risk insurance for protection against damage, explosion, fire, vandalism, theft and other dangers ordinarily included under such coverage, including loss of use resulting therefrom, to the full insurable value of all property, structures, equipment and material of the Owner within the Contractor's control, designating Owner as "loss payee" thereunder; and~~
- ~~6. Pollution/environmental liability insurance with limits of at least \$2,000,000 per claim and in the aggregate covering liability for bodily injury, property damage, environmental damage, clean-up costs and defense costs from operations performed. Such claims made insurance shall provide a retroactive date of one month prior to the date of the Agreement and either (i) continuous insurance coverage for a period of three (3) years after termination of the Agreement, or (ii) an extended reporting period of not less than three (3) years after termination of the Agreement.~~

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

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

d. The Owner, its directors, officers, employees, and Project Manager shall be endorsed as "Additional Insureds" under the (i) commercial general liability insurance policy for both ongoing and completed performance and/or operations for a period of two (2) years and (ii) automobile liability policy.

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

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

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

h. Contractor shall require as part of its contract(s) with subcontractors that each subcontractor purchase and maintain insurance of the types and with policy limits no less than those required of Contractor under this Section 12. All general liability policies carried by a subcontractor shall be endorsed to include the Additional Insureds identified above. Each subcontractor shall be required to provide Contractor with certificates of insurance evidencing such coverage prior to commencement of work by a subcontractor. Such certificates of insurance shall be provided to Owner upon request.

i. The insurance policies afforded hereunder shall not be cancelled or allowed to expire unless at least thirty (30) days' prior written notice has been delivered to the Owner, except in the event of cancellation due to non-payment of a premium, in which case notice shall be given to the Owner no later than ten (10) days prior to cancellation of the policy. Upon receipt of any notice of cancellation or non-renewal, the Contractor shall, within five (5) days, procure other policies of insurance as necessary to comply with this Section 12 and provide Certificates of Insurance evidencing the same to the Owner.

Section 13. Performance, Payment and Warranty Bond. Within ten (10) business days following issuance of the notice of award, Contractor shall provide to Owner a general performance, payment and warranty bond executed by Contractor and an acceptable corporate surety, or collateral approved by Owner, in the full amount of the Contract Price, including provisions for any adjustment of the Contract Price in accordance with the terms of this Agreement. Such bond shall expressly guarantee: (i) faithful performance of this Agreement and completion of the Project in complete compliance with the Contract Documents; (ii) repair and replacement, if required, or payment of the costs of all defective equipment, materials and work performed on the Project or as provided under any warranty, guarantee or other Contract Document for the full warranty and guarantee period; and (iii) payment to all persons performing labor and furnishing materials, supplies, tools and equipment in connection with the Project. Contractor shall obtain such bond on Owner's behalf separate and apart from any similar bond or surety or

warranty agreement entered into independently between Owner and any manufacturer or supplier. Owner may, in its discretion, require that the bond guaranteeing payment to all persons performing labor and furnishing materials, supplies, tools and equipment in connection with the Project be separate from the bond guaranteeing performance and warranting the work. Notwithstanding anything contained within the bonds to the contrary, such bonds are required, in part, by and shall comply with the minimum requirements of Section 38-26-106, C.R.S.

Section 14. Warranties and Guarantees. Contractor hereby represents, warrants and guarantees to Owner all workmanship, equipment and materials on or made a part of the Project and its structures for a period of one (1) years following Final Completion of the Project. Such warranty and guarantee shall be construed to include, but is not limited to, representations that all workmanship, equipment and materials are of good quality, free from any defects or irregularities, and in strict conformity with the Contract Documents. If any defect in workmanship, equipment or materials arises, Contractor shall remedy or otherwise correct such defect without cost to Owner within such reasonable period of time as specified by Owner in writing. If Contractor fails to repair such defect within such period of time as is specified by Owner, Owner may repair such defect or contract for such repairs at the expense of Contractor and its surety. The performance bond specified in Section 13 shall remain in full force and effect during the period of this warranty and guarantee, including any period necessary to remedy or otherwise correct any defects. Contractor shall provide such warranty and guarantee on Owner's behalf separate and apart from other warranties, guarantees and surety agreements entered into independently between Owner and any manufacturer or supplier.

Section 15. Subcontractors, Suppliers and Others. Contractor shall, prior to commencement of performance, submit a list of all major subcontractors, suppliers, and other individuals or entities to be engaged to work on the Project for Owner's reasonable acceptance (either in writing or by failing to make written objection thereto within ten (10) days after such submission). Contractor shall not substitute any subcontractor, supplier, or other individual or entity previously accepted by Owner without Owner's prior written consent, which shall not be unreasonably withheld. Owner's acceptance of any such subcontractor, supplier, or other individual or entity so identified may be withheld or revoked on the basis of reasonable objection after due investigation. In such event, Contractor shall submit an acceptable replacement for the rejected subcontractor, supplier, or other individual or entity, and the Contract Price may be adjusted by any reasonable difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such subcontractor, supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Project Manager to reject defective work. All contracts between Contractor and subcontractors shall conform explicitly to all applicable provisions of this Agreement and the Contract Documents. Contractor shall be responsible and held liable for any bonding, insurance, warranties, indemnities, progress payments and completion of

performance of or to such subcontractors, suppliers, or other individuals or entities. Upon receipt of progress and final payments from Owner, Contractor shall disburse the same to subcontractors, suppliers, and other individuals and entities in accordance with the contractual terms between Contractor and such subcontractors, suppliers, and other individuals and entities, without any requirement of Owner to supervise the same. No contractual relationship shall exist between Owner and any subcontractor, supplier, or other individual or entity because of the subcontracting of any part of the Project.

Section 16. Project Manager. Official authority for the administration of all performance under this Agreement is hereby delegated to Owner's engineer or project manager ("Project Manager"), unless otherwise provided in the Contract Documents. Throughout the construction period, Project Manager, or such other duly authorized representative of Owner, may inspect the Project and shall consult with Contractor in regard to any inquiries, directions or interpretations of the Contract Documents.

Section 17. Appropriations; Change Orders. This Agreement is subject to Section 24-91-103.6, C.R.S., and in accordance therewith:

a. Owner represents that it has appropriated money equal to or in excess of the Contract Price for the work.

b. Owner shall not issue any Change Order or other directive (other than a clarification) requiring additional compensable work to be performed that will cause the aggregate amount payable under this Agreement to exceed the amount appropriated for the original Contract Price and any subsequent appropriations, unless:

1. Contractor is given written assurance by Owner that lawful appropriations to cover the costs of the additional work have been made and are available prior to performance of the additional work; or

2. Such additional work is covered by the following remedy-granting provision: Contractor may request, in writing, a letter from Owner explaining the expected sources of funding for the additional work. In the event Owner does not provide such written assurance reasonably satisfactory to Contractor within five (5) days of Contractor's request, Contractor may stop work until such time as Owner provides satisfactory assurances. Contractor's acceptance of a Change Order in accordance with any assurances provided under this paragraph shall not limit or restrict Contractor from making a claim under the Contract Documents for an adjustment in the Contract Price or the Performance Deadlines or otherwise for expenses or damages directly attributable to Contractor's stoppage of the work as permitted hereunder.

c. For any Change Order or other directive (other than a clarification) that requires additional compensable work to be performed, Owner shall reimburse Contractor for Contractor's costs on the periodic basis set forth in the Contract Documents

for all additional directed work performed until the Change Order is finalized. In no instance shall the periodic reimbursement be required before Contractor has submitted an estimate of cost to Owner for the additional compensable work to be performed.

Section 18. Contract Documents. The Contract Documents comprise the entire agreement and contract between Owner and Contractor and consist of (i) this Agreement and any exhibit or addendum hereto; (ii) any documents furnished to Contractor by or at the request of Owner in connection with the Project, including but not limited to notice to bidders, instructions to bidders, bid bond form, bid proposal, performance, payment and maintenance bonds, notice of award, notice to proceed, specifications, plans, drawings and special conditions, and any addendum to such documents; and (iii) any modifications, change orders or other such revisions approved by the Parties in writing or duly authorized after the execution of this Agreement.

Section 19. Report of Differing Conditions. If Contractor believes that any technical data on which Contractor is entitled to rely is inaccurate, or any physical condition differs materially from that indicated, reflected or referred to in the Contract Documents, Contractor shall promptly, after becoming aware of such condition and before performing any further work in connection with the Project, notify Project Manager and Owner in writing about such inadequacy or difference.

Section 20. Amendment. This Agreement may be amended, from time to time, by agreement between the Parties. No amendment, modification or alteration of this Agreement shall be binding upon the Parties unless the same is in writing and approved by the duly authorized representatives of each Party. No document executed subsequent to this Agreement shall be interpreted to amend, modify or alter the terms of this Agreement, unless express reference to amending the terms of this Agreement is made in such document.

Section 21. Colorado Labor. If the Project is financed in whole or in part by funds of the State, or any county, school district or municipality of the State, Colorado labor shall be employed to perform at least eighty percent (80%) of the work, unless such requirement is waived by the Owner in accordance with Section 8-17-101 (1), C.R.S. "Colorado labor" means any person who is a resident of the State at the time of the Project. A "resident of the State" is a person who can provide a valid Colorado driver's license, a valid State-issued photo identification, or documentation that he or she has resided in Colorado for the last thirty (30) days.

Section 22. Participation in Certified Apprentice Training Program. If the Owner used a prequalification process pursuant to Section 32-1-1805, C.R.S. to select and award the Work, by execution of this Agreement, Contractor represents, warrants, and agrees that the Contractor shall comply with the provisions of Section 32-1-1805(3), C.R.S., relating to access to apprentice training programs certified by the U.S. Department of Labor or a comparable alternative. If the Contract Price is \$250,000 or more, Contractor

represents, warrants, and agrees that all subcontractors, at any tier, shall have similar access to either a certified program or comparable alternative.

Section 23. Severability. If any term or condition of this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such term or condition shall not affect any of the remaining provisions of this Agreement.

Section 24. Waiver. No waiver by either Party of any right, term or condition of this Agreement shall be deemed or construed as a waiver of any other right, term or condition, nor shall a waiver of any breach hereof be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement.

Section 25. Remedies. None of the remedies provided to either Party under this Agreement shall be required to be exhausted or exercised as a prerequisite to resort to any further relief to which such Party may then be entitled. Every obligation assumed by, or imposed upon, either Party shall be enforceable by any appropriate action, petition or proceeding at law or in equity, including specific performance. If Owner does not pursue a particular remedy contemporaneously with a default and/or any other issue that may arise, the Owner does not waive the right to pursue the remedy at a later date.

Section 26. Counterparts; Electronic Signatures; Electronic Records. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one and the same document. The Parties consent to the use of electronic signatures and agree that the transaction may be conducted electronically pursuant to the Uniform Electronic Transactions Act, § 24-71.3-101 *et seq.*, C.R.S.

Section 27. Entirety. This Agreement and all other Contract Documents constitute the entire agreement between the Parties concerning the subject matter herein, and all prior negotiations, representations, contracts, understandings or agreements pertaining to such matters are merged into and superseded by this Agreement and the other Contract Documents.

Section 28. Conflicting Provisions; Grant Requirements Control; Interpretation. In the event any provision of this Agreement conflicts with any provision of any other Contract Document, then the provisions of this Agreement shall govern and control such conflicting provisions. If the Project is financed in whole or in part by a federal or State grant, any provision of the Contract Documents that is in conflict with the terms of such grant shall be inapplicable.

Section 29. Assignment. Contractor shall not, at any time, assign any interest in this Agreement to any person or entity without the prior written consent of Owner. The terms of this Agreement shall inure to and be binding upon any successors and assigns of the Parties.

Section 30. Time. Unless otherwise expressly provided, any reference herein to days shall mean calendar days. All times stated in this Agreement are of the essence.

Section 31. Notice. Any notice required hereunder shall be in writing delivered to the applicable Party at the address set forth at the beginning of this Agreement or as changed pursuant to the provisions of this Section.

Section 32. Section Headings. The section headings in this Agreement have been inserted for convenience of reference only and shall not affect the meaning or interpretation of any part of this Agreement.

Section 33. No Third-Party Beneficiaries. The Parties to this Agreement do not intend to extend any benefits to any person not a Party to this Agreement. No person or entity, other than the Parties to this Agreement, shall have any rights, legal or equitable, to enforce or rely on any provision of this Agreement.

Section 34. Duly Authorized Signatories. By execution of this Agreement, the undersigned each individually represent that he or she is duly authorized to execute and deliver this Agreement and that the subject Party shall be bound by the signatory's execution of this Agreement.

Section 35. Law; Venue. The laws of the State of Colorado shall govern the construction, interpretation, execution and enforcement of this Agreement. Venue for any dispute between the Parties arising out of or relating to this Agreement shall be in the State of Colorado District Court for El Paso County.

Section 36. Not Construed Against Drafter. Each Party acknowledges that it has had an adequate opportunity to review each and every provision contained in this Agreement, including the opportunity to consult with legal counsel. Based on the foregoing, no provision of this Agreement shall be construed against either Party by reason of such Party being deemed to have drafted such provision.

Section 37. Federal Grant Requirements. *[Insert if applicable]* (NOT APPLICABLE)

Attachments: Scope of Work Document, Bid Envelope Cover and Bid Form

[Signature Pages Follow]

TOWN OF MONUMENT, a home rule municipality

Title: Town Manager

Notary Public

CONTRACTOR:
Chavez Construction, Inc

By: _____
Name: _____
Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF County)

The foregoing Agreement was acknowledged before me this__day of May, 2025,
by _____ Name as _____ title of Chavez
Construction Inc., a corporation.

Witness my hand and official seal.

My commission expires: _____

Notary Public



MEMORANDUM

To: The Honorable Mayor and Town Council

From: Andrew S. Archuleta, Assistant Director of Public Works

RE: Resolution No. 33-2025 Approving 2025 Concrete Program

BACKGROUND: The project will include 4" thick by 5' wide sidewalks and 6" thick by 5' wide sidewalks along with ADA ramps, curb and gutter (new and replacement), pavement repair at associated concrete work, removal and disposal of demo material, putting back dirt to match existing grade and ready to accept owner provided final landscaping. All work on this project will comply with current ADA standards. This project will be paid out of the Town's budget and will not require compliance with Davis-Bacon federalized labor requirements.

DISCUSSION: In 2024, KRM Concrete was awarded the bid for concrete contract and as stated in the purchasing policy for the Town, "for the purchase of recurring products and services, Comparative Pricing will be solicited at least every three (3) years." KRM Concrete will be in their second-year contract with the Town and does not require a new RFP for 2025 so we would like to use them to complete concrete work for a total of \$500,000.00. The work completed in 2024 was more than satisfactory and we would like to continue using them and continue with the planned 2025 Concrete Program.

PROS/CONS: Pro's – By moving forward with this resolution to approve the 2025 Concrete Program, we can confirm the contract with KRM Concrete and begin to plan their start date for the year which would allow us to continue upgrading sidewalks and keeping up with ADA standards. Using the same contractor as the previous year allows for a smoother construction process because they are familiar with the area, the crews and the needs of the Town. Con's – By not approving this resolution, we would have to create a new RFP for the program, then send it out to bid and await a response which could delay the start date of construction and could result in not completing the work planned.

FISCAL IMPACT: The planned budget in the 2025 Capital Projects Fund for the line-item Curb, Gutter and Concrete is **\$500,000.00**.

STAFF RECOMMENDATION: We recommend the passage of Resolution No. 33-2025, approving the proposed 2025 Concrete Program.

TOWN OF MONUMENT

RESOLUTION NO. 33-2025

**A RESOLUTION TO APPROVE A CONTRACT WITH KRM CONCRETE FOR
THE 2025 CONCRETE PROGRAM WORK, FOR THE PUBLIC WORKS
DEPARTMENT**

WHEREAS, the Town of Monument Public Works Department, has a need to continuously upgrade, replace and/or repair ADA compliant curb ramps, gutter and sidewalk, and;

WHEREAS, the Town of Monument Public Works Department will make annual concrete infrastructure improvements within the towns public right of way, ahead of other road improvement projects, and;

WHEREAS, the General Fund, Capital Projects has budget available for the funding to support this contract and work, through dedicated and approved 2025 budgeted funds and;

WHEREAS, the projected not to exceed cost of this project is \$500,000.00

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

The Town Council hereby approves a not to exceed \$500,000.00 to be used towards 202 concrete infrastructure improvements, and the contract with KRM Concrete for this work for the Town of Monument Public Works Department.

PASSED AND RESOLVED by the Town Council of the Town of Monument, El Paso County, Colorado, this 19th day of May 2025 by a vote of ____ for and ____ against.

TOWN OF MONUMENT

Mitch LaKind, Mayor

ATTEST:

Tina Erickson, Town Clerk

Town of Monument – 2025 Concrete Program

AGREEMENT BETWEEN

**Town of Monument
and
KRM Concrete, LLC**

THIS AGREEMENT (“Agreement”) is made as of this 19th day of May, 2025, between the **Town of Monument**, a Colorado home rule municipality (“Owner”), with a mailing address of 645 Beacon Lite Road, Monument, CO 80132, and KRM Concrete, an LLC with a mailing address of 6900 Fern Drive Denver, Colorado 80221 (“Contractor”). The Owner and Contractor are sometimes referred to individually herein as a “Party” and collectively as the “Parties.”

In consideration of the mutual covenants, agreements, conditions and undertakings hereinafter set forth, Owner and Contractor agree as follows:

Section 1. Scope of Work. Contractor shall perform all work in accordance with the Contract Documents as identified in Section 18 (Contract Documents) for Town of Monument 2024 Concrete Program (Project #24-05-01) including furnishing all construction plans and methods, construction management, labor, equipment and materials (generally referred to as the “Project”), and shall complete the Project, including any additional work authorized pursuant to Section 17, in accordance with the terms of this Agreement and the Contract Documents.

Section 2. Contract Price. Owner shall pay Contractor for the performance of work and completion of the Project the total price of the project will not exceed Five Hundred Thousand Dollars (\$500,000.00) (the not to exceed “Contract Price”), subject to certain adjustments as herein provided, in accordance with the bid proposal submitted by Contractor. The Contract Price may be adjusted (i) for changes in the Contract Documents or for extensions of time to complete performance, if approved by Owner and Contractor as specified in Section 17 (Appropriations; Change Orders); (ii) for any additional work authorized pursuant to Section 17 (Appropriations; Change Orders); and (iii) for certain changes in quantities, if bid on a unit-price basis in the bid proposal. All unit quantities requiring an adjustment of the Contract Price shall be verified by Project Manager, as defined in Section 16 (Project Manager).

Section 3. Progress Payments. Owner will make progress payments monthly on account of the Contract Price in accordance with partial payment applications prepared by Contractor for work performed during the last monthly period and which have been approved by Project Manager and Owner. Contractor will schedule a monthly walk-thru with the Town’s Assistant Engineer to mutually determine completed items to be included

in the pay application. Following walk-thru, contractor shall submit partial payment applications for the last completed work period to Project Manager by the first (1st) day of each month. Owner shall authorize progress payments for the amount approved by Project Manager and Owner under such partial payment applications on or before the fifteenth (15th) day of each month. Progress payments shall not constitute final acceptance of the Project. Owner may withhold progress payments if: (i) Contractor's performance is inadequate or defective and not remedied in accordance with Project Manager's directions; (ii) Contractor does not make prompt and proper disbursements to subcontractors on receipt of progress payments from Owner; (iii) Contractor does not promptly pay for materials, labor or equipment furnished on the Project; (iv) claims or liens are filed on the Project; (v) in Project Manager's opinion, Contractor's performance is not progressing satisfactorily or completion of the Project is jeopardized or delayed; or (vi) Owner has not been supplied with certificates of insurance as required by Section 12.g (Insurance).

Section 4. Retainage. NOT APPLICABLE TO THIS PROJECT

Section 5. Final Payment.

a. Upon completion of the Project and Contractor's submittal of notice thereof to Project Manager and Owner, Project Manager shall inspect the Project and reject any portion of performance not in conformity with the Contract Documents. Defective materials, equipment or work shall be remedied immediately by Contractor before final payment. Owner shall make final payment to Contractor within thirty (30) days after (i) final acceptance of performance by Owner as specified in Section 6 (Final Acceptance) and (ii) receipt of Project Manager's confirmation to Owner that the Project has been completed satisfactorily. Final payment shall not, however, be due until Contractor has delivered to Owner a complete release of all claims or liens against the Project and has produced satisfactory receipts, waivers or lien releases indicating final and total payment to all subcontractors and persons who have furnished materials, labor and equipment on which a lien or claim might potentially be filed in a form acceptable to Owner. **Owner shall, no later than ten (10) days before final payment is made, publish a notice of final payment at least twice in a legal newspaper of general circulation in any county where the work was contracted for or performed pursuant to Section 38-26-107, C.R.S.**

b. By making final payment, Owner waives all claims against Contractor, except those expressly declared to Contractor in writing prior to final payment or those arising out of: (i) defective performance appearing after final acceptance; (ii) performance that fails to comply with the Contract Documents, unless expressly waived by Owner in writing; (iii) outstanding claims of any nature, including but not limited to claims for property damage or personal injury arising during the construction period or liens or claims against the Project; or (iv) Contractor's failure to execute any warranty, guarantee or bond or to provide insurance or other defense and indemnification required by the Contract Documents. By accepting final payment, Contractor waives all claims

against Owner, except those expressly declared to Owner in writing and received by Owner prior to final payment. Notwithstanding the foregoing, Contractor shall work with Owner in good faith to resolve any claims it may have prior to final payment being made.

Section 6. Final Acceptance.

a. Final acceptance of the Project shall follow inspection and approval of Contractor's performance by Project Manager, along with inspection by appropriate manufacturers' representatives and governmental officials pursuant to local, State and federal requirements as necessary. Owner shall have the right to determine the acceptability of Contractor's performance and conformance with the Contract Documents, which determination shall be conclusive and binding upon Contractor. Final acceptance by Owner is subject to the provisions of Section 5 (Final Payment) and in no manner affects or releases any warranty or guarantee with Contractor or manufacturers or suppliers of Project equipment or materials.

b. When presented for final acceptance, the Project shall be delivered to Owner in complete compliance with the Contract Documents free from any lien, claim or encumbrance, whether in existence or subsequently established by law, statute, ordinance or otherwise. Notwithstanding the foregoing, nothing in the Contract Documents shall give Contractor or any subcontractor, laborer, supplier, manufacturer or other person or entity, either expressly or by implication, any right to assert a lien, claim or encumbrance against the Project.

Section 7. Commencement and Completion of Performance; Liquidated Damages.¹

a. Contractor shall commence performance within ten (10) days after receipt of written notice to proceed, which is expected to be given on or before date of contract execution plus one day, and shall diligently perform all work through completion. Unless an extension of time is granted by Owner as hereinafter set forth, Contractor shall complete the Project within a maximum period of (XX) days after the date of written notice to proceed and shall finally complete the Project by October 31, 2025 at 3:30PM. For purposes of this Agreement, (i) "Final Completion" shall be the time at which Owner accepts the Project upon confirmation from Project Manager and Contractor that the Project is totally complete in accordance with Contract Documents.

b. If Contractor fails to perform the Project within the above-referenced performance deadlines or any extension thereof (the "Performance Deadlines"), Contractor shall pay to Owner as liquidated damages (and not as a penalty) for ordinary and general

¹ **NOTE TO USER:** Delete "Liquidated Damages" from Heading if subsection b is deleted below.

damages and inconvenience (exclusive of any special damages such as, by way of example and not limitation, any liabilities to third parties) the sum of:²

1. ~~Late startup of all major equipment:~~ \$ ~~_____~~ per day³
2. ~~Late Substantial Completion:~~ \$ ~~_____~~ per day
3. Late Final Completion: \$100 per day.

These liquidated damages are based upon Owner's evaluation of its likely losses in the event the Performance Deadlines are not met. The liquidated damages herein established are agreed to by Contractor after full discussion of the implication of this Section 7. The failure to perform the work and complete the Project by the Performance Deadlines will cause significant damage to Owner. Owner and Contractor agree that such actual damages caused by Contractor's failure to meet the Performance Deadlines would reasonably likely include, without limitation, the costs for additional construction management and other Owner representative/employee time; the costs for third-party consultants' time; inefficiency and inconvenience damages to Owner's operations; damages to Owner's reputation with third-parties (including governmental entities with regulatory jurisdiction over Owner), as well as other potential actual damages to Owner reasonably associated with the subject matter of this Agreement. Contractor acknowledges that the liquidated damages established herein are a reasonable pre-estimate of the detriment Owner will suffer in the event Contractor fails to perform the work and complete the Project by the Performance Deadlines and, after a full discussion of the implications of this section, further acknowledges that the above estimates are reasonable of presumed actual damages given it would be impractical and difficult to precisely ascertain the actual damages that Owner might suffer by reason of Contractor's failure to perform the work and complete the Project by the Performance Deadlines. The liquidated damages established herein are intended to be and are cumulative and shall be in addition to any other remedy enforceable at law under this Agreement. Liquidated damages do not include any sums of money to reimburse Owner for extra costs which Owner may become obligated to pay on other contracts that are delayed or extended because of Contractor's failure to perform the work and complete the Project by the Performance Deadlines. Should Owner incur such other additional costs because of delays or extensions to other contracts resulting from Contractor's unexcused failure or delay in performance, Owner will assess any such extra costs against Contractor in addition to the liquidated damages provided for herein.

c. No extension of time to complete performance shall be granted under normal circumstances. Extensions of time to complete performance may be authorized by

² **NOTE TO USER:** Delete subsection b. if no LDs for the Project.

³ **NOTE TO USER:** Delete if not applicable.

Owner in its sole discretion for any actual period of delay on an occurrence basis for: (i) adverse weather or climatic conditions not reasonably anticipated; (ii) major labor disputes; (iii) acts of God; (iv) detrimental acts of Owner; (v) acts of another contractor in the performance of related work under a separate contract with Owner; (vi) delays resulting from the intervention of governmental agencies in the performance of work on the Project, if not caused by Contractor or its subcontractors; or (vii) other extraordinary circumstances beyond Contractor's reasonable control. Foreseeable weather delays and delays or failures in delivery of equipment or materials shall not constitute cause for an extension of time to complete performance or for an adjustment to the Contract Price. Any request for an extension of time to complete performance shall be submitted in writing to Project Manager for Owner's approval within ten (10) days after such occurrence and shall be accompanied and supported by a schedule analysis based on the critical path method, which shows how and where the delay occurred on the then-critical path and its effect on any milestone date or the date of Substantial Completion. The decision of Owner shall be conclusive and binding upon Contractor.

Section 8. Default. Owner may give written notice of grounds for default to Contractor at any time if: (i) Contractor fails to perform in an adequate or specified manner or proceeds in willful violation of the Contract Documents or terms of this Agreement, as determined by Project Manager or Owner; (ii) Project Manager advises Owner that performance of work on the Project is being delayed unnecessarily or that Contractor is executing its responsibilities in bad faith or contrary to the intent of this Agreement; (iii) performance is not fully completed within the period of time specified for completion under Section 7 (Commencement and Completion of Performance; Liquidated Damages); (iv) work to be performed by Contractor is assigned without Owner's consent; (v) the Contractor fails to procure the insurance required hereunder or provide the Owner with Certificates of Insurance, as defined in Section 12.g. (Insurance), within the timeframe provided herein; (vi) Contractor is insolvent or files for bankruptcy; (vii) Contractor makes a general assignment of assets for the benefit of creditors; (viii) a receiver is appointed for Contractor; or (ix) other serious and reasonable cause exists which jeopardizes completion of the Project. If Contractor does not remedy or otherwise correct the grounds for default within such period of time as specified by Owner, Owner may terminate this Agreement and direct Contractor to discontinue any further work on the Project, and Contractor shall immediately stop all work on the Project and forfeit all rights under this Agreement. Owner, in its discretion, may complete the Project, or may request the surety of Contractor to complete the Project, or may contract with others to complete the Project at the expense of Contractor and its surety. Any increase in costs over the Contract Price and any actual and/or special damages incurred by Owner as a consequence of such default, including reasonable attorneys' fees, shall be paid and satisfied in full by Contractor and its surety.

Section 9. Termination. At any time, Owner may, without cause and without prejudice to any other right or remedy hereunder, elect to terminate this Agreement. In such event, Owner shall give written notice of Project termination to Contractor at least

five (5) days in advance of the Project termination date. Such notice may include specific instructions as to work to be completed and other winding-up matters. In the absence of any contrary instructions, Contractor shall place no further orders or enter into subcontracts related to the Project, shall terminate all orders and subcontracts to the extent they relate to terminated work, and shall stop work on the date and in accordance with directions specified in the notice. Contractor shall cooperate with Owner to transfer all of Contractor's rights and interests in any orders, subcontracts or work as directed by Owner. Owner shall pay Contractor for the performance of all work through the Project termination date and for such additional amounts as, in the opinion of Project Manager, are reasonable to compensate Contractor for the termination of this Agreement. Final payment to Contractor shall be made in accordance with Section 5 (Final Payment).

Section 10. Taxes, Licenses, Permits, and Regulations. In all operations connected with the Project, Contractor shall pay all fees, charges and taxes imposed by law, except for sales and use taxes from which Owner or the Project are exempt and shall obtain all licenses and permits necessary for completion of the Project, including payment of all fees, unless otherwise specified by the Contract Documents or approved in writing by the Project Manager. Contractor shall comply with all laws, ordinances, codes, rules and regulations of all governmental authorities, whether local, State or federal, relating to the performance of work on the Project and particularly for compliance with those laws concerning the environment, stormwater management permits, workmen's compensation, safety and health, labor, immigration and equal employment opportunity. Owner shall, upon request, furnish Contractor with a copy of its certificate of sales and use tax exemption. Owner shall not reimburse Contractor for any sales or use taxes paid to the State or any county or municipality from which Owner or the Project are exempt.

Section 11. Indemnification; No Waiver of Liability or Immunity. Contractor agrees to indemnify, defend, and hold harmless the Owner and its officers, directors, employees, agents, engineers/architects and attorneys from all costs, claims, damages, judgments, losses, liability and expenses of every nature, including reasonable attorneys' fees, arising at any time from any act or omission of the Contractor, its agents, representatives, subcontractors, or suppliers. Contractor shall upon request of the Owner promptly assume the defense, with defense counsel of Owner's choice and at Contractor's sole expense, of any claim, action, proceeding or suit that is brought against the Owner arising from any act or omission of the Contractor, its agents, representatives, subcontractors, or suppliers. If other persons and/or entities, excluding the Owner and its officers, directors, employees, agents, engineers, architects, and attorneys, at fault exist, Contractor agrees to work in good faith with such persons and/or entities in determining how the Owner's defense costs shall be covered, but under no circumstances shall the Owner be responsible for those costs. Contractor further agrees that, to the extent applicable, indemnification shall only be to the extent and for an amount represented by the degree or percentage of negligence or fault attributable to the Contractor or its agents, representatives, subcontractors, or suppliers. The extent of the Contractor's obligation to

indemnify the Owner and its officers, directors, employees, agents, engineers/architects and attorneys may be determined only after the Contractor's liability or fault has been determined by adjudication, alternative dispute resolution, or otherwise resolved by mutual agreement of the Parties. Contractor's obligations under this Section shall be to the fullest extent permitted by law and shall survive termination or expiration of this Agreement. **Notwithstanding any other provision contained in this Agreement, the Owner does not agree to defend, indemnify, or hold harmless the Contractor or waive or limit its rights and/or claims in any respect regarding the Contractor's liability (either by type of liability or amount).** Owner is relying on and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, defenses and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 *et seq.*, C.R.S., as from time to time amended, or otherwise available to the Owner or its officers or employees. Nothing in this Section shall be construed to require any indemnification that would make this provision void or unenforceable or to eliminate or reduce the indemnification or rights which the Owner has by law.

Section 12. Insurance.⁴

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

1. Workers' compensation insurance for its employees, if any, as required by Colorado law with limits of at least \$500,000 per injury or illness an employee suffers as a result of providing the services hereunder, with a \$500,000 aggregate per occurrence;
2. Employer's liability insurance with limits of at least \$500,000 per employee/accident and \$1,000,000 aggregate;
3. Commercial general liability insurance covering, without limitation, premises operations, products-completed operations, contractual liability insuring the obligations assumed by the Contractor under this Agreement, personal and advertising injury, and broad form property damage, with limits of at least \$2,000,000 per occurrence for bodily injury, death or damage to property; \$2,000,000 per occurrence for personal and advertising injury; \$2,000,000 products-completed operations aggregate; and \$2,000,000 general aggregate;

4. Automobile liability insurance covering all owned, hired and non-owned vehicles used in the performance of the work under this Agreement with a limit of at least \$2,000,000 combined per accident for bodily injury and property damage;
5. ~~Unless otherwise waived by the Owner in writing, builder's risk insurance for protection against damage, explosion, fire, vandalism, theft and other dangers ordinarily included under such coverage, including loss of use resulting therefrom, to the full insurable value of all property, structures, equipment and material of the Owner within the Contractor's control, designating Owner as "loss payee" thereunder; and (the coverage listed under Section 12.a.5 will not be required for work included in this agreement)~~
6. ~~Pollution/environmental liability insurance with limits of at least \$2,000,000 per claim and in the aggregate covering liability for bodily injury, property damage, environmental damage, clean-up costs and defense costs from operations performed. Such claims made insurance shall provide a retroactive date of one month prior to the date of the Agreement and either (i) continuous insurance coverage for a period of three (3) years after termination of the Agreement, or (ii) an extended reporting period of not less than three (3) years after termination of the Agreement. (the coverage listed under Section 12.a.6 will not be required for work included in this agreement)~~

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

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

d. The Owner, its directors, officers, employees, Project Manager, and Assistant Engineer shall be endorsed as "Additional Insureds" under the (i) commercial general liability insurance policy for both ongoing and completed performance and/or operations for a period of one (1) year and (ii) automobile liability policy.

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

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

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

h. Contractor shall require as part of its contract(s) with subcontractors that each subcontractor purchase and maintain insurance of the types and with policy limits no less than those required of Contractor under this Section 12. All general liability policies carried by a subcontractor shall be endorsed to include the Additional Insureds identified above. Each subcontractor shall be required to provide Contractor with certificates of insurance evidencing such coverage prior to commencement of work by a subcontractor. Such certificates of insurance shall be provided to Owner upon request.

i. The insurance policies afforded hereunder shall not be cancelled or allowed to expire unless at least thirty (30) days' prior written notice has been delivered to the Owner, except in the event of cancellation due to non-payment of a premium, in which case notice shall be given to the Owner no later than ten (10) days prior to cancellation of the policy. Upon receipt of any notice of cancellation or non-renewal, the Contractor shall, within five (5) days, procure other policies of insurance as necessary to comply with this Section 12 and provide Certificates of Insurance evidencing the same to the Owner.

Section 13. Performance, Payment and Warranty Bond. If the Contract Price is greater than Fifty Thousand Dollars (\$50,000.00), prior to commencement of performance, Contractor shall provide to Owner a general performance, payment and warranty bond executed by Contractor and an acceptable corporate surety, or collateral approved by Owner, in the full amount of the Contract Price, including provisions for any adjustment of the Contract Price in accordance with the terms of this Agreement. Such bond shall expressly guarantee: (i) faithful performance of this Agreement and completion of the Project in complete compliance with the Contract Documents; (ii) repair and

replacement, if required, or payment of the costs of all defective equipment, materials and work performed on the Project or as provided under any warranty, guarantee or other Contract Document for the full warranty and guarantee period; and (iii) payment to all persons performing labor and furnishing materials, supplies, tools and equipment in connection with the Project. Contractor shall obtain such bond on Owner's behalf separate and apart from any similar bond or surety or warranty agreement entered into independently between Owner and any manufacturer or supplier. Owner may, in its discretion, require that the bond guaranteeing payment to all persons performing labor and furnishing materials, supplies, tools and equipment in connection with the Project be separate from the bond guaranteeing performance and warranting the work. Notwithstanding anything contained within the bonds to the contrary, such bonds are required, in part, by and shall comply with the minimum requirements of Section 38-26-106, C.R.S.

Section 14. Warranties and Guarantees. Contractor hereby represents, warrants and guarantees to Owner all workmanship, equipment and materials on or made a part of the Project and its structures for a period of one (1) year following Final Completion of the Project. Such warranty and guarantee shall be construed to include, but is not limited to, representations that all workmanship, equipment and materials are of good quality, free from any defects or irregularities, and in strict conformity with the Contract Documents. If any defect in workmanship, equipment or materials arises, Contractor shall remedy or otherwise correct such defect without cost to Owner within such reasonable period of time as specified by Owner in writing. If Contractor fails to repair such defect within such period of time as is specified by Owner, Owner may repair such defect or contract for such repairs at the expense of Contractor and its surety. The performance bond specified in Section 13 shall remain in full force and effect during the period of this warranty and guarantee, including any period necessary to remedy or otherwise correct any defects. Contractor shall provide such warranty and guarantee on Owner's behalf separate and apart from other warranties, guarantees and surety agreements entered into independently between Owner and any manufacturer or supplier.

Section 15. Subcontractors, Suppliers and Others. Contractor shall, prior to commencement of performance, submit a list of all major subcontractors, suppliers, and other individuals or entities to be engaged to work on the Project for Owner's reasonable acceptance (either in writing or by failing to make written objection thereto within ten (10) days after such submission). Contractor shall not substitute any subcontractor, supplier, or other individual or entity previously accepted by Owner without Owner's prior written consent, which shall not be unreasonably withheld. Owner's acceptance of any such subcontractor, supplier, or other individual or entity so identified may be withheld or revoked on the basis of reasonable objection after due investigation. In such event, Contractor shall submit an acceptable replacement for the rejected subcontractor, supplier, or other individual or entity, and the Contract Price may be adjusted by any reasonable difference in the cost occasioned by such replacement, and an appropriate Change Order

will be issued. No acceptance by Owner of any such subcontractor, supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Project Manager to reject defective work. All contracts between Contractor and subcontractors shall conform explicitly to all applicable provisions of this Agreement and the Contract Documents. Contractor shall be responsible and held liable for any bonding, insurance, warranties, indemnities, progress payments and completion of performance of or to such subcontractors, suppliers, or other individuals or entities. Upon receipt of progress and final payments from Owner, Contractor shall disburse the same to subcontractors, suppliers, and other individuals and entities in accordance with the contractual terms between Contractor and such subcontractors, suppliers, and other individuals and entities, without any requirement of Owner to supervise the same. No contractual relationship shall exist between Owner and any subcontractor, supplier, or other individual or entity because of the subcontracting of any part of the Project.

Section 16. Project Manager. Official authority for the administration of all performance under this Agreement is hereby delegated to Owner's engineer or project manager ("Project Manager"), unless otherwise provided in the Contract Documents. Throughout the construction period, Project Manager, or such other duly authorized representative of Owner, may inspect the Project and shall consult with Contractor in regard to any inquiries, directions or interpretations of the Contract Documents.

Section 17. Appropriations; Change Orders.⁵ This Agreement is subject to Section 24-91-103.6, C.R.S., and in accordance therewith:

a. Owner represents that it has appropriated money equal to or in excess of the Contract Price for the work.

b. Owner shall not issue any Change Order or other directive (other than a clarification) requiring additional compensable work to be performed that will cause the aggregate amount payable under this Agreement to exceed the amount appropriated for the original Contract Price and any subsequent appropriations, unless:

1. Contractor is given written assurance by Owner that lawful appropriations to cover the costs of the additional work have been made and are available prior to performance of the additional work; or

2. Such additional work is covered by the following remedy-granting provision: Contractor may request, in writing, a letter from Owner explaining the expected sources of funding for the additional work. In the event Owner does not provide such written assurance reasonably satisfactory to Contractor within five (5) days of Contractor's request, Contractor may stop work until such time as Owner provides satisfactory assurances. Contractor's acceptance of a Change Order in accordance with

⁵ **NOTE TO USER:** This Section is required by statute. Do not modify.

any assurances provided under this paragraph shall not limit or restrict Contractor from making a claim under the Contract Documents for an adjustment in the Contract Price or the Performance Deadlines or otherwise for expenses or damages directly attributable to Contractor's stoppage of the work as permitted hereunder.

c. For any Change Order or other directive (other than a clarification) that requires additional compensable work to be performed, Owner shall reimburse Contractor for Contractor's costs on the periodic basis set forth in the Contract Documents for all additional directed work performed until the Change Order is finalized. In no instance shall the periodic reimbursement be required before Contractor has submitted an estimate of cost to Owner for the additional compensable work to be performed.

Section 18. Contract Documents. The Contract Documents comprise the entire agreement and contract between Owner and Contractor and consist of (i) this Agreement and any exhibit or addendum hereto; (ii) any documents furnished to Contractor by or at the request of Owner in connection with the Project, including but not limited to notice to bidders, instructions to bidders, bid bond form, bid proposal, performance, payment and maintenance bonds, notice of award, notice to proceed, specifications, plans, drawings and special conditions, and any addendum to such documents; and (iii) any modifications, change orders or other such revisions approved by the Parties in writing or duly authorized after the execution of this Agreement.

Section 19. Report of Differing Conditions. If Contractor believes that any technical data on which Contractor is entitled to rely is inaccurate, or any physical condition differs materially from that indicated, reflected or referred to in the Contract Documents, Contractor shall promptly, after becoming aware of such condition and before performing any further work in connection with the Project, notify Project Manager and Owner in writing about such inadequacy or difference.

Section 20. Amendment. This Agreement may be amended, from time to time, by agreement between the Parties. No amendment, modification or alteration of this Agreement shall be binding upon the Parties unless the same is in writing and approved by the duly authorized representatives of each Party. No document executed subsequent to this Agreement shall be interpreted to amend, modify or alter the terms of this Agreement, unless express reference to amending the terms of this Agreement is made in such document.

Section 21. Colorado Labor. If the Project is financed in whole or in part by funds of the State or any county, school district or municipality of the State, Colorado labor shall be employed to perform at least eighty percent (80%) of the work, unless such requirement is waived by the Owner in accordance with Section 8-17-101 (1), C.R.S. "Colorado labor" means any person who is a resident of the State at the time of the Project. A "resident of the State" is a person who can provide a valid Colorado driver's license, a

valid State-issued photo identification, or documentation that he or she has resided in Colorado for the last thirty (30) days.

Section 22. ~~Participation in Certified Apprentice Training Program.~~ ~~If the Owner used a prequalification process pursuant to Section 32-1-1805, C.R.S. to select and award the Work, by execution of this Agreement, Contractor represents, warrants, and agrees that the Contractor shall comply with the provisions of Section 32-1-1805(3), C.R.S., relating to access to apprentice training programs certified by the U.S. Department of Labor or a comparable alternative. If the Contract Price is \$250,000 or more, Contractor represents, warrants, and agrees that all subcontractors, at any tier, shall have similar access to either a certified program or comparable alternative.~~

Section 23. Severability. If any term or condition of this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such term or condition shall not affect any of the remaining provisions of this Agreement.

Section 24. Waiver. No waiver by either Party of any right, term or condition of this Agreement shall be deemed or construed as a waiver of any other right, term or condition, nor shall a waiver of any breach hereof be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement.

Section 25. Remedies. None of the remedies provided to either Party under this Agreement shall be required to be exhausted or exercised as a prerequisite to resort to any further relief to which such Party may then be entitled. Every obligation assumed by, or imposed upon, either Party shall be enforceable by any appropriate action, petition or proceeding at law or in equity, including specific performance. If Owner does not pursue a particular remedy contemporaneously with a default and/or any other issue that may arise, the Owner does not waive the right to pursue the remedy at a later date.

Section 26. Counterparts; Electronic Signatures; Electronic Records. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one and the same document. The Parties consent to the use of electronic signatures and agree that the transaction may be conducted electronically pursuant to the Uniform Electronic Transactions Act, § 24-71.3-101 *et seq.*, C.R.S.

Section 27. Entirety. This Agreement and all other Contract Documents constitute the entire agreement between the Parties concerning the subject matter herein, and all prior negotiations, representations, contracts, understandings or agreements pertaining to such matters are merged into and superseded by this Agreement and the other Contract Documents.

Section 28. Conflicting Provisions; Grant Requirements Control; Interpretation. In the event any provision of this Agreement conflicts with any provision

of any other Contract Document, then the provisions of this Agreement shall govern and control such conflicting provisions. If the Project is financed in whole or in part by a federal or State grant, any provision of the Contract Documents that is in conflict with the terms of such grant shall be inapplicable.

Section 29. Assignment. Contractor shall not, at any time, assign any interest in this Agreement to any person or entity without the prior written consent of Owner. The terms of this Agreement shall inure to and be binding upon any successors and assigns of the Parties.

Section 30. Time. Unless otherwise expressly provided, any reference herein to days shall mean calendar days. All times stated in this Agreement are of the essence.

Section 31. Notice. Any notice required hereunder shall be in writing delivered to the applicable Party at the address set forth at the beginning of this Agreement or as changed pursuant to the provisions of this Section.

Section 32. Section Headings. The section headings in this Agreement have been inserted for convenience of reference only and shall not affect the meaning or interpretation of any part of this Agreement.

Section 33. No Third-Party Beneficiaries. The Parties to this Agreement do not intend to extend any benefits to any person not a Party to this Agreement. No person or entity, other than the Parties to this Agreement, shall have any rights, legal or equitable, to enforce or rely on any provision of this Agreement.

Section 34. Duly Authorized Signatories. By execution of this Agreement, the undersigned each individually represent that he or she is duly authorized to execute and deliver this Agreement and that the subject Party shall be bound by the signatory's execution of this Agreement.

Section 35. Law; Venue. The laws of the State of Colorado shall govern the construction, interpretation, execution and enforcement of this Agreement. Venue for any dispute between the Parties arising out of or relating to this Agreement shall be in the State of Colorado District Court for El Paso County.

Section 36. Not Construed Against Drafter. Each Party acknowledges that it has had an adequate opportunity to review each and every provision contained in this Agreement, including the opportunity to consult with legal counsel. Based on the foregoing, no provision of this Agreement shall be construed against either Party by reason of such Party being deemed to have drafted such provision.

Attachments: Contractor's Bid, Pre-bid Meeting Minutes

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

OWNER:

Town of Monument, Colorado Home Rule Municipality

By: _____

Name: Madeline VanDenHoek

Title: Town Manager

STATE OF COLORADO

)

) ss.

COUNTY OF EL PASO

)

The foregoing Agreement was acknowledged before me this day May of, 2025 , by Madeline VanDenHoek as Town Manager of the Town of Monument, a home rule municipality..

Witness my hand and official seal.

My commission expires: _____

Notary Public

CONTRACTOR:
KRM Concrete, LLC

By: _____
Name: _____
Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)

The foregoing Agreement was acknowledged before me this ___ day of May, 2025,
by _____ (name) as _____ (title) of KRM Concrete, a
Corporation..

Witness my hand and official seal.

My commission expires: _____

Notary Public



Proclamation to Recognize May 18th through May 24th as National Public Works Week

WHEREAS, public works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and to public health, high quality of life, and well-being of the people of Monument; and,

WHEREAS, these infrastructure, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders, and children in Monument to gain knowledge of and maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and,

WHEREAS, the year 2025 marks the 65th annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association be it now,

NOW, THEREFORE, the Monument Town Council hereby proclaims May 18th through May 24th, 2025, as National Public Works Week in the Town of Monument, and urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and advancing quality of life for all.

PROCLAIMED THIS 19th day of May 2025.

Attest:

Town of Monument

Tina Erickson, Town Clerk

Mitch LaKind, Mayor

MAY 18–24, 2025



**PEOPLE
PURPOSE
PRESENCE**



**TOWN OF MONUMENT
RESOLUTION NO. 34-2025**

A RESOLUTION ADOPTING 2026-2028 STRATEGIC PRIORITIES

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, on January 6, 2025, the Town Council (“Council”) adopted a vision statement to reflect the shared identity and aspirations of the residents of Monument; and

WHEREAS, based on and in direct support of the adopted vision statement, Council has further identified four areas of strategic focus for the town from 2026-2028, which constitute the Council’s most important strategic priorities.

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

Section 1. Adoption. The strategic priorities attached hereto as Exhibit A are hereby adopted as the official strategic priorities for the Town of Monument from 2026-2028.

Section 2. Implementation. The Town Manager and relevant staff are directed to incorporate these strategic priorities into the Town’s strategic planning process and 2026-2028 strategic plan, and ensure that Town plans, projects and initiatives through year 2028 align with the strategic priorities. The Town Manager will additionally develop specific, actionable and accountable strategic objectives to be accomplished from 2026-2028 in direct support of the strategic priorities and present these objectives to Council for approval and inclusion in the 2026-2028 Town of Monument Strategic Plan.

Section 3. Communication. The Town shall actively communicate the strategic priorities to the community through various channels, including the Town’s website, publications, and meetings.

PASSED AND RESOLVED by the Town Council of the Town of Monument, El Paso County, Colorado, this 19th day of May 2025, by a vote of for and against.

TOWN OF MONUMENT, COLORADO

By: _____
Mitch LaKind, Mayor

Attest:

Tina Erickson, Town Clerk

EXHIBIT A – TOWN OF STRATEGIC PRIORITIES



TOWN OF MONUMENT STRATEGIC PRIORITIES

2026-2028

ENSURE LONG TERM FINANCIAL HEALTH AND SUSTAINABILITY: Take steps to support long-range financial health, forecasting and sustainability to ensure efficient and resilient town services and invest in the Monument community.

STRENGTHEN COMMUNITY ENGAGEMENT: Enhance community engagement, focused on strengthening communication and collaboration with Monument residents, neighboring communities and partners, and town administration.

ENABLE RESPONSIBLE COMMUNITY DEVELOPMENT: Establish clear and accountable plans, processes and procedures that create positive conditions for responsible and enduring community development and growth.

REINFORCE A POSITIVE WORK CULTURE: Continue to promote a positive and professional work culture within the town administration that attracts and retains top talent and further enhances the high-quality services provided to the Monument community.

Strategic Planning

Monument, Colorado

Monument Strategic Priorities

2026-2028

Strategic Plan



John J. Trylch
JTrylch Strategy and Consulting, LLC



Strategic Planning

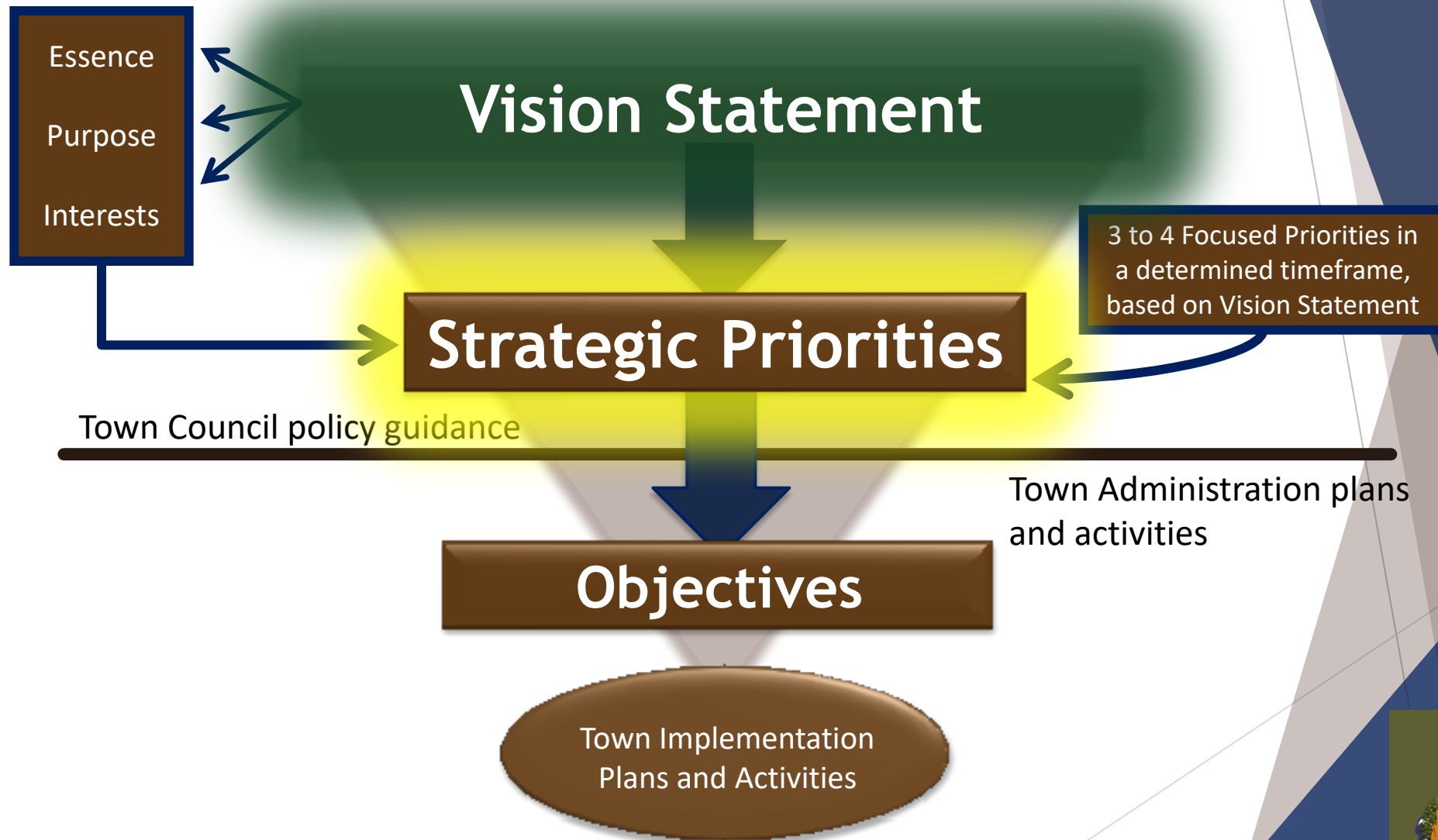
Monument, Colorado

OUR GOAL: Together develop a strategic plan for Monument that is:

- ✓ **SIMPLE:** Written in plain language, that everyone can easily read and understand.
- ✓ **FOCUSED:** Prioritize and focus on what will most support the vision.
- ✓ **ACCOUNTABLE:** Assign clear responsibility, track progress and share with the community if the strategy is getting anything done!



Strategic Plan Approach and Elements



Strategic Priorities

What is a Strategic Priority?

- ✓ **FOCUSED**: Prioritized policy guidance that focuses on what areas will best support Monument's vision from 2026-2028.
- ✓ Informed and shaped by the Vision Statement and the "Things we always do."
- ✓ Provides policy instructions to the town staff and supports the development of the strategic plan objectives (specific action items in the plan).



Monument Strategic Priorities

2026-2028

ENSURE LONG TERM FINANCIAL HEALTH AND SUSTAINABILITY: Take steps to support long-range financial health, forecasting and sustainability to **ensure** efficient and resilient town services and invest in the Monument community.

STRENGTHEN COMMUNITY ENGAGEMENT: Enhance community engagement, focused on strengthening communication and collaboration with Monument residents, neighboring communities and partners, and town administration.

ENABLE RESPONSIBLE COMMUNITY DEVELOPMENT: Establish clear and accountable plans, processes and procedures that create positive conditions for responsible and enduring community development and growth.

REINFORCE A POSITIVE WORK CULTURE: Continue to ~~Sustain-and~~ promote a positive and professional work culture within the town administration that attracts and retains top talent and further enhances the high-quality services provided to the Monument community.

All strategic priorities are equally important in the strategy, they are not listed in order



John J. Trylch
JTrylch Strategy and Consulting, LLC



Monument Strategic Priorities

2026-2028

ENSURE LONG TERM FINANCIAL HEALTH AND SUSTAINABILITY: Take steps to support long-range financial health, forecasting and sustainability to ensure efficient and resilient town services and invest in the Monument community.

STRENGTHEN COMMUNITY ENGAGEMENT: Enhance community engagement, focused on strengthening communication and collaboration with Monument residents, neighboring communities and partners, and town administration.

ENABLE RESPONSIBLE COMMUNITY DEVELOPMENT: Establish clear and accountable plans, processes and procedures that create positive conditions for responsible and enduring community development and growth.

REINFORCE A POSITIVE WORK CULTURE: Continue to promote a positive and professional work culture within the town administration that attracts and retains top talent and further enhances the high-quality services provided to the Monument community.

All strategic priorities are equally important in the strategy, they are not listed in order



Strategic Plan Approach and Elements



**TOWN OF MONUMENT
RESOLUTION NO. 35-2025**

A RESOLUTION DECLARING A VACANCY ON TOWN COUNCIL AND OUTLINING AN APPOINTMENT PROCESS

WHEREAS, Jim Romanello was elected to the office of Councilmember At-Large at the regular municipal election held on November 5, 2024; and

WHEREAS, the tragic passing of Jim Romanello has created a vacancy in an elective office; and

WHEREAS, Section 2.7 of the Town of Monument ("Town") Home Rule Charter ("Charter") states within 90 days of a vacancy in an elective office, the Town Council shall fill the vacancy by appointment or by calling a special election; and

WHEREAS, the Town Council ("Council") is desirous of avoiding the costs associated with the conduct of a special election; and

WHEREAS, Section 2.7(2) of the Charter states if the vacancy is filled by appointment, the person appointed shall hold such office only until the next regular Town election set for November 3, 2026; and

WHEREAS, Section 2.6 of the Charter defines qualifications for election and appointment to the office of Mayor or Councilmember.

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

Section 1. Council seeks to appoint a qualified candidate to fill the vacancy of Councilmember At-Large.

Section 2. Qualified candidates must be citizens of the United States of America, registered electors of the Town, at least 22 years of age, and a resident of the Town for a period of no less than 24 consecutive months preceding the appointment. Additionally, qualified candidates must not have a felony conviction, must not be an employee of the Town (or shall be deemed to have resigned upon taking office), and must not hold any other elective position with a federal, state, county, special district, or municipal governmental entity.

Section 3. Persons seeking appointment shall submit a letter of interest, resumes, and notarized affidavits affirming they meet the qualifications for appointment to the Town Clerk no later than 5:00 PM on June 9, 2025.

Section 4. Persons seeking appointment are encouraged to attend the regular meeting of the Town Council scheduled for Monday, June 16, 2023, at 6:30 PM for an interview.

PASSED AND RESOLVED by the Town Council of the Town of Monument, Colorado, this 19th day of May, 2025, by a vote of _____ for and _____ against.

ATTEST:

TOWN OF MONUMENT

Tina Erickson, Town Clerk

Mitch LaKind, Mayor

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 19th day of May, 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~~Members 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 AppointmentHiring, and qualifications and duties.

~~The Board of TrusteesTown Council shall appoint-hire a Town mManager, 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 and Vacating Office.

~~Before entering upon duties of the office, tThe Town mManager shall take an oath of office prior to beginning any Town duties. 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 DutiesReserved.

~~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 CompensationReserved.

~~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 Clerk.

2.16.015 Deputy eClerk.

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

2.16.020 Oath.

~~Before entering upon the duties of the office, t~~The Town eClerk shall take an oath of office prior to beginning any Town duties.

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 eClerk 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 and Vacating Office.

~~Before entering upon the duties of the office, t~~The Finance Director shall take an oath of office prior to beginning any Town duties. ~~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 ~~their~~the ~~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~~ 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, Prosecute prosecute ordinance violations and ~~shall conduct for the Town,~~ cases in the Town mMunicipal eCourt, ~~The attorney shall file~~ing with the Municipal Court eClerk, 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 opinion~~ as to ~~the~~their legal consequences ~~thereof~~.
- D. ~~The Town attorney shall e~~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 ~~e~~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 pPolice 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 eChief. ~~of police and, if necessary, to terminate the eChief from the chief's 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 amended~~ in the same manner as any other Town employee ~~of the Town.~~

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

The ~~p~~Police ~~e~~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 ~~e~~Chief shall execute all writs and processes directed to the Police eChief 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 ~~e~~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 violation in their presence of any provision of this ~~e~~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 discharging~~ of the officer's their duties.

2.32.080 Extraterritorial duty.

The ~~p~~Police ~~e~~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 ~~e~~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 a Mayor's proclamation of a local disaster ~~an emergency~~ consistent with the Colorado Disaster Emergency Act, Part 7, Article 33.5, Title 24, C.R.S., as modified by this Chapter, and pursuant to the process, procedures, and constraints contained therein, riot, pestilence, invasion, or at any time the mayor shall deem necessary for the peace, good order, or health of the Town, order the ~~p~~Police ~~e~~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 ~~e~~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 ~~e~~ 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~~ the Municipal Court.

2.36.030 Sessions.

~~Beginning March 1996, r~~ Regular sessions of the ~~Monument m~~ municipal ~~e~~ Court shall be held on the ~~second third~~ Wednesday of each month at ~~nine five thirty ap~~.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 ~~e~~ 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 eClerk 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 compensate 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 ~~e~~Court Clerk.

~~There is established the~~ position of ~~clerk of the m~~Municipal ~~e~~Court ~~Clerk is established.~~ The ~~e~~Clerk shall be hired by and under the supervision of the Police Chief~~appointed by the municipal 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 ~~e~~Clerk's performance bond required by ~~the~~ Colorado Revised Statutes. The Municipal Court Clerk shall take an oath of office prior to beginning any Municipal Court duties.

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

The ~~m~~Municipal ~~e~~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~~ Reporting and remitting fines.

~~The municipal court Clerk shall file monthly reports with the Town clerk. The reports shall state the number of case filed in the court and ir. how the same were disposed of.~~ All fines and costs collected by the Municipal eCourt during the preceding month shall be reported and paid to the 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 Courts ~~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 issuance 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 constitutesing a violation of any ~~of the~~ provisions of this ~~e~~Code, may be consolidated for the purpose of filing a complaint, issuing and serving summons and subpoenas, trial, and appeal, but the Municipal jJudge 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~~ 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 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 ~~e~~Code in any 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 ~~at~~ written request ~~of either the Town or Defendant to the municipal court for the attendance of a witness or witnesses subject to the jurisdiction of the court~~, the Municipal eCourt, 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 ~~must~~ 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~~ Such 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 of Service of summons or subpoena.

- A. Any summons or subpoena issued ~~in accordance with~~ pursuant to this eChapter 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 purpose~~ any other person who is not a party and who is not less than eighteen years of age.
- B. Any person who ~~shall fail~~ to appear in response to ~~any~~ summons or subpoena served on ~~him or her~~ them shall be guilty of ~~a violating~~ of this eChapter and upon conviction shall be fined in an amount ~~of not more than~~ not 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 an ~~No~~ objection to ~~the~~ form of ~~any~~ summons or complaint ~~shall be considered by the court because of~~ regarding 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 violating~~ of the provisions of this eCode shall have the right to be taken before ~~at the m~~ Municipal eCourt, or a Municipal j ~~Judge 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 will on their appearance before the Municipal Court on a day and hour therein mentioned~~ stated, or to which it is continued or transferred before the municipal court, and not depart the court, which ~~b~~ Bond shall be in the amount adjudged sufficient by the j ~~J~~udge or officer to insure ~~the defendant's appearance of the~~

defendant. Such bond shall be approved by ~~one of the~~ Municipal jJudges ~~of the municipal court~~ and ~~an entry of the filing thereof shall be made~~ in the court docket.

2.36.190 Forfeiture of bond.

~~If in case any~~ defendant in ~~any~~ case before the ~~m~~Municipal ~~e~~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 ~~into the m~~Municipal ~~e~~Court ~~upon 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 ~~e~~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 ~~e~~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~~ recovery ~~of~~ any bond payment believed to be wrongfully held.

2.36.210 Default.

When ~~any~~ 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 ~~eases in m~~Municipal ~~e~~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 ~~e~~Court session, the ~~m~~Municipal ~~j~~Judge shall explain to ~~the~~ defendants their rights in ~~m~~Municipal ~~e~~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~~Reserved.

~~Every person against whom any fine or penalty shall be assessed under the laws of the Town, who shall refuse or neglect to pay the same when demanded, 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 as a lawful place for the detention of Town prisoners, under the direction of the proper officers, until the fine and penalty is fully paid; such satisfaction to be allowed at the rate of three dollars (\$3.00) per day of twenty-four (24) hours, or as in accordance with state law. Any such person may be required to do any reasonable work; provided, however, that no single term of imprisonment shall exceed ninety (90) days. The municipal court shall discharge such person from further imprisonment for such fine when it shall be made satisfactorily to appear to the judge that such person has no estate whatever wherewith to pay such fine.~~

2.36.260 Prisoners ~~required to~~ labor for Town.

~~Any~~ person committed to jail for ~~the violating~~on of this ~~e~~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~~ and approved by the Municipal Judge, either within or without the jail, but not exceeding eight hours a day as his ~~or her~~ strength ~~will~~ permits.

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. ~~Ifn case~~ the defendant ~~shall does~~ not ~~have meet~~ 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 suspended.

The ~~m~~Municipal ~~j~~Judge ~~is authorized to may~~ suspend ~~the~~ payment of any fine or penalty, or any part thereof, assessed for ~~a-violatingon-of~~ this ~~e~~Code or any Town ordinance; and ~~the municipal judge~~ may suspend all or any part of ~~any~~ 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-violatingon-of such any~~ conditions.

2.36.300 Fines paid to Town treasury.

All fines or other monies collected in the ~~m~~Municipal ~~e~~Court for ~~the-violatingon-of~~ this ~~e~~Code or any ~~of theTown~~ ordinances ~~of the Town~~ shall be reported by the Municipal jJudge and paid to the Town treasury ~~er~~ each month.

Article 3. Trial by Jury

2.36.310 Trials.

- ~~A. All~~ 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 ~~e~~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 eCourt may direct. The Municipal eCourt shall have the power to issue a citation directed to the pPolice eChief commanding the eChief forthwith to immediately bring before such the eCourt the body of such juror so who faileding to attend and for such juror to show cause why they juror should not be punished for contempt. ~~or, e~~On the appearance of such the juror on such citation, ~~it shall be lawful for the e~~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 eighteen dollars (\$18.00) per day for actual jury service and threetwelve dollars (\$312.00) ~~per day or part of a day~~ for each day on the jury panel alone. which they are summoned and the dDefendant 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 jJudge 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 theis 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, 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 ~~e~~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 ~~e~~Court. ~~No juror shall be discharged until the close of the trial in which the juror may be serving and, if the jury selection of a jury in any case has been begun, the eCourt 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 ~~e~~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 ~~e~~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 informality or irregularity ~~manner in the summoning or selecting of the jury which, if in the opinion of the eCourt, 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~~inge ~~to~~ the guilt or innocence of the accused; provided, however, that the ~~e~~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 ~~any~~ 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, At the conclusion of all ~~of the~~ evidence, and before arguments of counsel, ~~the judge shall~~ read to the jury the Town ordinance or eCode ~~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 jJudge 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 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.;
- 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 Ppolice Oofficer, Ppolice Sservice Aaide, 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. ~~Any~~ 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 ~~mMunicipal jJ~~unicipal Judge consistent with the Colorado Municipal Court Rules of Procedure Rule 210(b)(4) and (b)(5).
- B. Notwithstanding any other provision of ~~this 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 ~~issu~~ingance ~~of~~ a citation for ~~a-violat~~ingon ~~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 ~~an 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 ~~issuance 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 failed~~ 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.~~

~~CB.~~ 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.

~~DC.~~ 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 violations ~~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.~~

~~BD.~~ The ~~citation shall refer to the~~ applicable sections violated ~~and together with a description be of~~ the violations.

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

~~DE.~~ ~~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.

~~EG.~~ ~~The citation shall~~A ~~briefly~~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 violations ~~s~~ or require payment of any outstanding fines.
- E. ~~Ifn 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 exceed~~ing fifty dollars (\$50.00).
- F. The judgment of the Municipal eCourt 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.

~~Any~~ 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 violatingng~~ons of~~ the applicable code sections are as follows:
 - 1. First citation: ~~T~~two hundred fifty dollars (\$250.00).
 - 2. Second citation for violatingng~~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 violatingng~~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.

- ~~1A.~~ ~~The f~~ailure of ~~any~~ 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).
- ~~2B.~~ ~~If in 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 ~~Municipal~~ ~~Code~~ ~~Monument~~ Code. This Article ~~6~~ allows the Town to enter into voluntary compliance agreements for violations of the following portions of ~~this 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.;
- J. Signs on Private Property - Chapter 18.06.

2.36.610 ~~Voluntary compliance agreement—~~Authority.

- A. ~~Whenever~~ 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~~ admission 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~~ Responsible Party for a code violation to take corrective action to remedy a code violation to achieve ~~e~~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.;
- 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 ~~67 is to~~ provides for abatement actions for violations of the following portions of ~~this~~ 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.;
- 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.
- ~~BA.~~ The Municipal Court has ~~the~~ jurisdiction to declare ~~the existence of a~~ violations 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.
- ~~CB.~~ 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.
- ~~DC.~~ 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.
- ~~ED.~~ ~~Ifn 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.
- ~~FE.~~ 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~~.
- ~~GF.~~ The Town may file a notice of lis pendens against the real property subject to contemporaneously with an apply ~~ing~~ ing ~~ation~~ 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 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 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 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 ~~this~~ 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.;
 5. 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 Application for Abatement Oorder and Notice of 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 whose 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 whose age is ~~eighteen (18)~~ years or older and who is a member of the person's responsible party's family.;
 - (i2.) 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.;
 - (ii3.) Mailing to the responsible party's last known address by certified mail, return receipt requested.;

~~(iii4.)~~ Posting in a prominent place ~~on~~f 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 ~~e~~Officers 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 ~~e~~Officers shall attempt to obtain the signature of the person to whom ~~he or she~~they served the application for abatement order; ~~however, 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~~Hearings.

- 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 this 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~~ 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 ~~any~~ 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 violation 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~~ abateing the code violation or preventing 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 violation of~~ the Code, such as, but not limited to, stockpiled material, junk/inoperable vehicles, trees, or weeds ~~;~~ ~~or~~
 - b. Revo~~k~~~~ing~~~~eation~~ ~~of~~ a permit which is being used on or for property that is ~~in violation of~~ the Code ~~;~~ ~~and/or~~
- 6. Orders assessing the costs and expenses of abatement against the Responsible Party ~~;~~ ~~such e~~ 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 determination~~ 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 this ~~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 ~~any~~ 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 eCourt 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 requested. 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 ~~this~~ 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 eCourt 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 Official, in case of an emergency ~~for to the~~ preservation 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 Aan 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. ~~Any decision in such~~ administrative 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 ~~any~~ 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 connection~~ 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 ~~any~~ 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 Statutes which 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 ~~their~~his or her appointment, or until ~~his or her~~their 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 Trustees~~Town 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 if 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 a~~ appointed 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 Trustees~~Town 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 t~~The 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 commission~~Reserved.~~

~~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 viewMaster 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 promoting of~~ safety from fire and other dangers, adequate light and air provision ~~for light and air~~, affordable housing, ~~the promoting of~~ healthful and convenient population distribution ~~of population~~, ~~the promoting 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~~ probability, have within its corporate limits fire, flood, civil disturbances, and/or riots.; ~~and, therefore, 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 shall ~~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, and pursuant to the processes, procedures, and constraints in, 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 mMayor.

In addition to any powers enumerated in the Charter or this ~~e~~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 ~~the~~ 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~~ 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~~P ~~e~~Police ~~e~~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~~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 preserv~~ing ~~ation of~~ life and property ~~of the citizenry of Monument within the Town.;~~
 2. ~~The power to~~ 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~~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 includ~~ing, but not to be limited to, ~~those businesses~~ selling intoxicating liquors, malt beverages, gasoline, or firearms.;
 5. ~~The power to~~ do any and all acts necessary and incidental to ~~the preserv~~ing ~~ation of~~ life, limb, and property within the Town.
- D. The proclamation, which shall ~~of~~ specifying 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~~ ~~e~~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 ~~pon declar~~ing ~~ation of~~ a second or further emergency ~~yies to exist~~s, 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 established~~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 mMayor and the Town eClerk ~~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 -effective ive as of January 1, 1957.

Chapter 2.50 ADVISORY COMMITTEESBOARDS AND COMMISSIONS¹

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.

~~An advisory 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

¹Editor'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~~ 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 removal aled. 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 records ~~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 TrusteesTown Council ordinance following the completion of its specifically defined duties and responsibilities~~as set forth in the establishing resolution.~~
- B. The ~~Board of TrusteesTown Council~~ may also ~~determine to~~ dissolve an advisory ~~committeeboard or commission~~ by resolution ordinance if the ~~Board of TrusteesTown Council~~ determines that the ~~advisory committeeboard or commission~~ is no longer in the best interests of the Town.
- C. Upon dissolution of an advisory ~~committeeboard or commission~~, all records kept by the ~~advisory committeeboard or commission~~ shall be provided to the Town ~~e~~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 TrusteesTown 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~~. ~~Such~~ service 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 TrusteesTown Council~~ by resolution ordinance may change the number of associate appointees to any board, or commission ~~or committee appointed~~ created by the ~~Board of TrusteesTown 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~~mployees 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 supplemental 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. ~~In 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~~ome ~~R~~ule 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~~ any other applicable Colorado law. Moreover, these Standards of Conduct comply with, and therefore supersede by their own terms, Colorado Constitution; Article XXIX, "Ethics in Government." The Town Council, through a proper exercise of its legislative authority, considered and evaluated all topics addressed in ~~the~~ Colorado Constitution; Article XXIX. To the extent the Standards of Conduct cover a topic also covered in ~~the~~ Colorado Constitution; Article XXIX, and to the extent the Standards of Conduct do not cover a topic covered in ~~the~~

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

2.60.120 –Applicability.

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

2.60.130 –No private right of action.

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

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 ~~e~~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 ~~e~~Conflict of ~~i~~Interest does not include general personal interest in the outcome of the matter. ~~See Charter Section 2.10, 3.~~

3.——“Direct ~~i~~Line of ~~s~~Supervisions” means directly supervising an Employee or directly supervising the Employee’s supervisor.

4.——“Direct ~~e~~Official ~~a~~Action” means ~~any~~ 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;~~;~~

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

Direct ~~e~~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 ~~d~~Direct ~~e~~Official ~~a~~Action. ~~See Charter, Sections 2.10, 3. and 6.3 Voting.~~

5. —“Employee” means any person ~~in the~~ employed ~~ed~~ ~~of by~~ the Town ~~or of including~~ any ~~of its~~ ~~Town~~ agency~~ies~~ or departments but excluding the Mayor, ~~Town~~ Council ~~m~~Members, Town Attorney, and Municipal Judge; ~~Employee does not include. I~~Independent contractors and volunteers ~~are not deemed Employees.~~

6. —“Financial ~~i~~Interest” means ~~any interest equated with~~ money interest or its equivalent. Financial ~~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 an Employee of a business, or ~~as a~~ holder of an ownership interest in such business, in a decision of any ~~p~~Public ~~b~~Body, when the decision financially benefits or otherwise affects such business but entails no foreseeable, measurable financial benefit to the ~~officer~~ Council Member, Employee, or ~~i~~Immediate ~~f~~Family ~~m~~Member.;
- ~~b~~B. The interest ~~that a~~ ~~p~~Public ~~s~~Servant or ~~i~~Immediate ~~f~~Family ~~m~~Member has as a non-salaried officer or member of a nonprofit corporation, ~~or~~ association, or ~~of an~~ educational, religious, charitable, fraternal, or civic organization in the holdings of such corporation, association, or organization.;
- ~~c~~C. The interest ~~that a~~ ~~p~~Public ~~s~~Servant or ~~i~~Immediate ~~f~~Family ~~m~~Member has as a recipient of public services when such services are generally provided by the Town on the same terms and conditions to all similarly situated citizens, regardless of whether such recipient is a ~~p~~Public ~~s~~Servant or ~~i~~Immediate ~~f~~Family ~~m~~Member.;
- ~~d~~D. The interest ~~that a~~ ~~p~~Public ~~s~~Servant or ~~i~~Immediate ~~f~~Family ~~m~~Member has as a recipient of a commercially reasonable loan made in the ordinary course of business by a lawfully established financial or lending institution.;
- ~~e~~E. The interest ~~that a~~ ~~p~~Public ~~s~~Servant or ~~i~~Immediate ~~f~~Family ~~m~~Member has as a shareholder in a mutual or common investment fund in the holdings of such fund unless the shareholder actively participates in ~~the management of~~ such fund.;
- ~~f~~F. The interest ~~that a~~ ~~p~~Public ~~s~~Servant or ~~i~~Immediate ~~f~~Family ~~m~~Member has as a policyholder in an insurance company, a depositor in a duly established savings association or bank, or a similar interest-holder, unless the discretionary act of such person, as a ~~p~~Public ~~s~~Servant, could immediately, definitely, and measurably affect the value of such policy, deposit, or similar interest.;
- ~~g~~G. The interest ~~that a~~ ~~p~~Public ~~s~~Servant or ~~i~~Immediate ~~f~~Family ~~m~~Member has as an owner of government-issued securities unless the discretionary act of such owner;

as a pPublic sServant, could immediately, definitely, and measurably affect the value of such securities;~~;~~ ~~or~~

hH. The interest ~~that~~ a pPublic sServant has in the compensation received from the Town for services provided to the Town as a pPublic sServant.

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 fFamily mMember” 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 iInterest” means any interest other than a fFinancial iInterest by which a pPublic sServant, or ~~an~~ iImmediate fFamily mMember ~~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 iInterest shall not include any of the following:

aA. The interest ~~that~~ a pPublic sServant or iImmediate fFamily mMember 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;~~;~~

bB. The interest ~~that~~ a pPublic sServant or iImmediate fFamily mMember 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~~

cC. The interest ~~that~~ a pPublic sServant has in the compensation, benefits, or terms and conditions of his their ~~or her~~ employment with the Town.

Examples of pPersonal iInterest include an increase in the value of a real property interest or advancement of an employment opportunity.

10.—“Public bBody” means the Town Council or any authority, board, committee, commission, department, or office of the Town.

11.—“Public sServant” means a person ~~who is~~ appointed or elected to a public office or employed by the Town, including each and all of the following:

aA. The elected or appointed Mayor;~~;~~

~~bB.~~ Any elected or appointed Council ~~m~~Member.;

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

~~dD.~~ Employees ~~-of the Town; and~~

~~eE.~~ 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- SeverabilityReserved.

~~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 ~~any~~ ~~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 regulations or ~~O~~Ordinance.

2. ~~An 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~~ attendance 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~~ iImmediate fFamily mMember or personal friend on a special occasion.
10. A component of compensation paid or other recognition given in the normal course of employment, appointment, volunteer services, or business.
11. ~~Any~~ scholarship, ~~or~~ grant, or other financial aid for education given to ~~any~~ pPublic sServant or iImmediate fFamily mMember 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. ~~Any~~ exemption granted or exception recognized pursuant to federal or sState 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 pPublic sServant shall not engage in any of the following activities:

- ~~1A.~~ Receiving a bribe or kickback, or willingly participating ~~on~~ in a bribery scheme. ~~of bribery;~~
- ~~2B.~~ Misappropriating Town funds, supplies, assets, or resources. ~~;~~
- ~~3C.~~ Falsifying Town records, including personnel records. ~~;~~
- ~~4D.~~ Forging or altering ~~any~~ public record. ~~;~~
- ~~5E.~~ 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 pPublic sServant.

2.60.220 –Employment and supervision of iImmediate fFamily mMembers.

- A. Unless ~~he or she~~they obtains a waiver ~~pursuant to Section 2.60.420(e)~~, a pPublic sServant shall not appoint or hire ~~an member of his or her~~ iImmediate fFamily 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 ~~any~~ decision of ~~any~~ ~~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 ~~arise~~ to a Conflict of Interest ~~is required to~~shall disclose the conflict in the manner prescribed in Section 2.60.410(Aa) and ~~shall~~ refrain from taking ~~d~~Direct ~~e~~Official ~~a~~Action in the manner as prescribed in Section 2.60.410(bB).
- 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 pPublic sServant solely because of ~~his or her~~their prior employment with another government entity or private party. However, pPublic sServants shall not take any ~~d~~Direct ~~e~~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 bBusiness activity.

- A. A pPublic sServant's outside employment and bBusiness activities may create ethical issues addressed by these Standards of Conduct and be a potential eConflict of iInterest ~~addressed by Section 2.20.225.~~
- ~~B. —Disclosure of employment and other business activities: a~~ All pPublic sServants other than Employees shall report in writing to the Town Clerk any existing or proposed outside employment or other outside bBusiness 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 pPublic sServants 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 Resources ~~d~~s Department Director shall maintain for public inspection all reporting made by pPublic sServants pursuant to this Section.
- ~~D~~C. Town resources may not be used for any outside employment or outside bBusiness activity.

2.60.240 –Discrimination and harassment prohibited.

- A. ~~General rule.~~ Town affairs must be conducted without bias or prejudice. A pPublic sServant 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 pPublic sServant is not liable under sSubsection ~~(A)~~ for any of the following:
 - 1. Conduct undertaken in good faith:
 - a. ~~to~~ to implement an existing Town policy; or
 - b. ~~to~~ 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~~ in litigation or similar proceedings; or

b. ~~incidental to the forming~~ incidental to ~~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 Wwords or conduct” ~~manifesting bias or prejudice~~ includes, 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 pPublic sServant~~ 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 pPublic sServants 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 pPublic sServants 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 pPublic sServant’s~~ official duties or employment as ethical violations.

2.60.250 –Special consideration.

A pPublic sServant shall not request or grant to ~~any~~ person any special consideration, treatment, or advantage beyond that which would be made available to every other person in similar circumstances or need.

2.60.255 –Use of public property.

A pPublic sServant 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 ~~this~~ Section to communicate or correspond with a pPublic sServant’s constituents, family members, or co-workers.

2.60.260 –Use of public office for private gain.

A pPublic sServant 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~~themselves, ~~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 ~~have~~s 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~~ng~~~~on~~ of any provision of these 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 ~~e~~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 ~~at~~he 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 actions may cause an appearance of impropriety should consider, but is not required to disclose the appearance of impropriety as provided by Section 2.60.410 and, if deemed appropriate by the ~~p~~Public ~~s~~Servant, to recuse ~~him or her~~themselves from participation as provided by Section 2.60.410.
- C. Violations of this Section ~~do not constitute~~shall not be violations of these Standards of Conduct. Compliance with this Section shall not ~~constitute~~be a defense for violating~~ng~~~~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.~~

~~A1.~~ Mandatory disclosure of a potential or actual ~~e~~C~~on~~flikt of ~~i~~I~~nterest~~, 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~~P~~ublic~~ ~~s~~S~~ervant~~. ~~Members of the Town Council~~ Members shall make disclosures in compliance with Charter Section 6.3. ~~If T~~he 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 ~~e~~C~~on~~flikt of ~~i~~I~~nterest~~ 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~~P~~ublic~~ ~~s~~S~~ervant~~, and the approximate value of any potential benefit or detriment.

B. ~~Recusal.~~ When recusal is required due to a ~~e~~C~~on~~flikt of ~~i~~I~~nterest~~ or is voluntarily elected due to an appearance of impropriety, the ~~p~~P~~ublic~~ ~~s~~S~~ervant~~ shall do the following:

1. Refrain from participationg during all consideration or discussion on the issue, ~~and~~ communicating with any other ~~p~~P~~ublic~~ ~~s~~S~~ervant~~ regarding the matter, and attempting to influence any other ~~p~~P~~ublic~~ ~~s~~S~~ervant~~'s Direct ~~o~~O~~fficial~~ ~~a~~A~~ction~~ concerning the matter.;
2. Refrain from voting upon or taking any Direct ~~o~~O~~fficial~~ ~~a~~A~~ction~~ concerning such matter.;
3. Physically leave the meeting, room, or premises at which the matter is being considered.

~~C4.~~ When~~ther or not~~ a disclosure is made by a Council ~~m~~M~~ember~~ with a potential ~~e~~C~~on~~flikt of Interest, the other Council ~~M~~m~~embers of the Town Council~~ shall determine, by a vote, whether the ~~m~~M~~ember~~ shall be excluded from consideration, discussions, and voting on the issue in accordance with ~~s~~S~~ubsection (eE)(1) below~~. The Town Manager may require ~~the~~ recusal of an Employee in accordance with ~~s~~S~~ubsection (Ee)(2) below~~.

~~D5.~~ Notwithstanding the prohibition against participationg and voting whenre a ~~e~~C~~on~~flikt of ~~i~~I~~nterest~~ exists, a ~~Town Council~~ ~~m~~M~~ember~~ and any member of a board, committee, or commission may participate and vote on a matter

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

EE. The following Challenges for eConflict of iInterest challenges shall be permitted:-

1. ~~Challenge of Town Councilmember.~~ Any person may challenge a Town Council mMember's failure to declare a eConflict of iInterest 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 mMember, render a determination of whether a eConflict of iInterest exists and whether the mMember shall be excluded from consideration, discussions, and voting on the issue. That determination is final and not subject to appeal.
2. ~~Challenge of Employee.~~ Any person may challenge an Employee's failure to declare a eConflict of iInterest 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 eConflict of iInterest exists and/or whether recusal of the Employee is required. That determination is final and not subject to appeal.
3. ~~Challenge of any other public servant.~~ Any person may challenge any other pPublic sServant's failure to declare a eConflict of iInterest 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 eConflict of iInterest exists and/or whether recusal is required. That determination is final and not subject to appeal.

2.60.420- Advisory opinions and waivers.

- A. Any pPublic sServant may submit a written request to the Town Attorney for and advisory opinion on whether any conduct by that person would ~~constitute a violation of~~ the Standards of Conduct. The Town Attorney shall render an advisory opinion 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 ~~e~~Conduct or prosecution for ~~the-failing~~ure to disclose a ~~e~~Conflict of ~~i~~Interest or ~~to~~-recuse themselves as may be required by these Standards of Conduct.

- B. ~~Noncompliance with advisory opinions.~~ When the Town Attorney receives information supporting a belief that ~~the-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 theit is considering~~ ~~ation-of-thea~~ 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~~ 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-beas~~ 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 enforcement ~~ingement-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 ~~d~~Day” means a day other than Saturday, Sunday, or a recognized Town holiday during which ~~the~~ Town offices are closed for public business.

2.——“Complainant” means the person filing a ~~v~~Verified ~~e~~Complaint with the Town ~~in accordance with Section 2.60.525.~~

3.——“Respondent” means the person ~~who is~~ alleged by a ~~v~~Verified ~~e~~Complaint to have violated the Standards of Conduct.

4.——“Verified ~~e~~Complaint” means a written complaint meeting the content requirements of Section 2.60.525(~~Bb~~).

2.60.520 –General provisions ~~related to enforcement.~~

- A. The ~~e~~Complainant shall not participate in ~~the~~ processing ~~of~~ the ~~v~~Verified ~~e~~Complaint except as a witness.
- B. ~~Disqualification.~~ The Mayor or ~~a Council m~~Member ~~of the Town Council~~ shall disqualify ~~him or her~~themself from participating in any matter where ~~that person is~~they are the Respondent.
- C. ~~No Ex parte communications.~~ Neither Respondent, nor ~~e~~Complainant, ~~nor~~ their representatives, may engage in ex parte communications with the Town Council, Board of Ethics, ~~H~~hearing ~~B~~body, or ~~H~~hearing ~~O~~fficer on any matter pertaining to the ~~v~~Verified ~~e~~Complaint except as specifically provided by the Standards of Conduct. Correspondence or other general inquiries shall be directed only to the Town Attorney.
- D. The Town Attorney ~~will~~shall serve as the advisor to the Board of Ethics. ~~Where~~ When the Town Attorney is the Respondent in ~~any~~ ~~v~~Verified ~~e~~Complaint or is unable to participate due to a ~~e~~Conflict of ~~i~~Interest or a declaration of an appearance of impropriety, the Board of Ethics shall designate another person to serve as the Board’s advisor.
- E. Members of the Board of Ethics shall be unbiased and neutral in ~~their~~ processing ~~of the v~~Verified ~~e~~Complaints. 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 ~~e~~Conflict of ~~i~~Interest, ~~this they shall be disqualified~~him or herself from participating~~in accordance with Section 2.60.410.~~
- F. Board of Ethics ~~G~~general 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 ~~v~~Verified ~~ethics e~~Complaint ~~will~~shall not be counted for the purpose

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

2.60.525 – Filing a Verified eComplaint.

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 eComplaint (“~~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 eComplaint must set forth the following:

1. The name of the individual(s), either personally or on behalf of an organization, submitting the ~~v~~Verified eComplaint, together with mailing address, telephone number and, if available, electronic mail address. A ~~v~~Verified eComplaint may not be anonymously submitted.
2. The name of the person(s) who ~~allegedly to have committed a violation~~ 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 eComplaint 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 eComplaint shall be deemed filed with the Town as of the date of receipt ~~of the complaint~~ by the Town Clerk, ~~as outlined below.~~
1. ~~Verified eComplaints may be~~ is filed by ~~delivery by~~ mail or hand delivery to the Town Clerk.
 2. ~~Town Clerk disseminates the verified complaint to Town Council, Town Attorney, and any other parties whom Town Clerk deems appropriate.~~
- D. ~~A~~ Verified eComplaints 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. ~~†~~The Town Clerk shall cause to be mailed or otherwise delivered to Respondent a copy of the Verified eComplaint 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 eComplainant, 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 eComplaint is filed ~~with the Town~~, the Board of Ethics shall convene during a regular or special public meeting ~~for a to~~ review ~~of the~~ Verified eComplaint 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 purposes of receiving legal advice related to the Verified eComplaint. Based on the contents and allegations of the Verified eComplaint and any Answer, the Board of Ethics may, make one or more of the following determinations:

- A. ~~Theat the~~ vVerified eComplaint alleges facts that may be sufficient to constitute a ~~claim for~~ violations of the Standards of Conduct.
- B. ~~That a~~ claim or claims ~~stated~~ in the vVerified eComplaint shall be dismissed without further action because of any of the following:
1. The Board has no jurisdiction over the individual(s) who alleged~~ly to have~~ violated the Standards of Conduct.;
 2. The alleged ~~violationconduct~~, even if true, would not constitute a violation of these Standards of Conduct.;
 3. The allegations ~~of in~~ the vVerified eComplaint were previously asserted in another vVerified eComplaint and ~~is are~~ already being considered or ~~whereas~~ resolved by the Board of Ethics.;
 4. The Verified eComplaint 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 vVerified eComplaint 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 vVerified eComplaint will not justify the use of public resources.;
 7. The vVerified eComplaint 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 eComplainant~~ 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 eComplainant~~ is no longer a pPublic sServant or will no longer be a pPublic sServant prior to the conclusion of any consideration or investigation of the vVerified eComplaint's allegations.;
 11. ~~The person who is the subject of the verified eComplainant~~ previously obtained an advisory opinion ~~under Section 2.60.420 that which~~ identified the conduct as not ~~being in violation of~~ the Standards of Conduct.;

12. The Board of Ethics elected to refer the ~~v~~Verified ~~e~~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~~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 ~~e~~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 witnesses 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 formay be appropriate to~~ resolving serious, ~~and~~ contested allegations of ethical behavior that necessitates ~~the~~ use of public funds to restore ~~the~~ public confidence in the Town's government and its ~~p~~Public ~~s~~Servants. Formal hearings shall be used when a Verified eComplaint ~~is~~ alleging 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 themay~~ use ~~of~~ a formal hearing when a Verified eComplaint ~~is received~~ relates 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 s 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 haves no other role in ~~the~~ processing ~~of a~~ vVerified eComplaint 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 vVerified eComplaint and use an expedited and cost-effective process to reach conclusions concerning allegations contained in a vVerified eComplaint. The informal administrative review process may be modified for any review without formally amending ~~these~~ Standards of Conduct at the Board's direction given the nature of the allegations.
- B. ~~Notice.~~ Notice of the date, time, place, and purpose of the informal administrative review hearing ~~will~~ 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.

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.

~~DC.~~ ~~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 ~~e~~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.

~~ED.~~ 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 ~~e~~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 proceeds to a formal hearing in accordance with the procedure set forth in this Section.
- B. ~~Appointment of Ethics Prosecutor.~~ Subject to contract approval by the Town Council, the Board of Ethics may appoint an attorney to serve as the ~~e~~Ethics ~~p~~PProsecutor of the ~~v~~Verified ~~e~~CComplaint. The ~~E~~Ethics ~~P~~PProsecutor 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~~Ethics ~~P~~PProsecutor, 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~~Ethics ~~P~~PProsecutor. 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 ~~e~~CComplaint, 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~~Ethics ~~P~~PProsecutor.
- 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~~fficer ~~;~~ 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 ~~;~~ or
 - 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~~fficer shall be authorized to hear and decide pre-hearing

matters and to function as Cchair at the hearing. Following the Hhearing Bbody or Hhearing Oofficer selection, notice of the name(s) of those persons appointed shall be mailed to the Respondent and the Eethics Pprosecutor.

- E. ~~Challenge of Hearing Officer, Hearing Body members, or Ethics Prosecutor for bias or prejudice.~~ The Respondent or eComplainant may challenge any appointed member of the Hhearing Bbody, the Hhearing Oofficer, or the Eethics Pprosecutor for bias or prejudice by submittingssion-of a written challenge containing the specific reasons for such challenge. A challenge must be made within seven bBusiness dDays of the date of notice of the appointment of the member of the Hhearing Bbody, the Hhearing Oofficer, or Eethics Pprosecutor; thereafter, no challenge shall be considered. The Board of Ethics shall consider all timely challenges and shall remove any appointed member or the Eethics Pprosecutor 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 eComplainant.

F. Pre-hearing matters.

1. ~~Setting of hearing date.~~ As a representative of the Hhearing Bbody or Hhearing Oofficer, the Town Attorney or a Board of Ethics appointed representative shall contact the Respondent and the Eethics Pprosecutor 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 Hhearing Bbody or Hhearing Oofficer, the Respondent, the Eethics Pprosecutor, and the Complainant. Rescheduling of the noticed hearing date of formal hearing shall require approval of the Hhearing Bbody or Hhearing Oofficer.
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 Hhearing Bbody Cchair or Hhearing Oofficer 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 Hhearing Bbody

Cchair or Hhearing Oofficer 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 Hhearing Oofficer to be relevant and necessary to the proceeding, may be issued only by the Hhearing Oofficer or Hhearing Bbody 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 Hhearing Bbody Cchair or ~~the Hhearing Oofficer,~~ 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 Hhearing Oofficer or Hhearing Bbody may require the witness to answer written interrogatories, ~~to~~ appear at a deposition, or ~~to~~ testify remotely by telephone or other means. The Hhearing Oofficer or Hhearing Bbody 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 Hhearing Oofficer or ~~the Hhearing Bbody~~ Cchair shall conduct the hearing in as informal a manner as is consistent with a fair, efficient, and speedy presentation of the issues. The Hhearing Bbody Cchair or ~~the Hhearing Oofficer~~ 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 Hhearing Bbody. Whether and how

the Colorado Rules of Evidence are applied lies within the discretion of the Hearing Officer or Hearing Body.

~~2. Conduct of Hearing.~~

~~a~~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 Hearing Officer or Hearing Body. The party with the burden of proof may present rebuttal evidence at the close of the opposing party's case.

~~e~~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 Hearing Officer or Hearing body may require an offer of proof before beginning the testimony of any witness to establish the witness's testimony is necessary to resolve the issues being reviewed.

~~iii~~c. No witness shall be badgered, abused, insulted, or berated. The Hearing Officer or Hearing Body may cut short any examination being conducted in an unproductive or unprofessional manner. The Hearing Officer may examine that witness or direct the examiner to inquire only about topics germane to ~~the~~ resolving of the issues.

~~d~~5. At the conclusion of the evidence, the parties may make closing arguments or, with the consent of the Hearing Body Chair or Hearing Officer, submit briefs or written summaries of their respective positions.

H. ~~Record of Hearing.~~ An electronic ~~or stenographic~~ record of the hearing shall be made by the Town as the official record of proceedings and retained ~~in the Office of 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 Hearing Body or Hearing 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 Hearing Body or Hearing Officer shall issue a written decision that includes findings of fact and application of the facts to the Standards of Conduct. Only members ~~who have been~~ present for the hearing may participate

in the deliberations and contribute to the written opinion. Any findings and recommendations must be adopted by a two-thirds majority vote of a quorum of the ~~H~~hearing ~~B~~body present and voting. The ~~H~~hearing ~~B~~body or ~~H~~hearing ~~O~~fficer shall dismiss any allegation or claim ~~of in the v~~Verified ~~e~~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~~fficer 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, ~~e~~Complainant, and the ~~E~~thics ~~P~~rosecutor.

- 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~~fficer may recommend any one ~~(1)~~ or more of the following penalties:
1. ~~e~~Oral or written reprimand delivered to ~~the individual~~ Respondent.;
 2. ~~e~~Oral or written reprimand announced or read publicly during a Town Council meeting ~~of the Town Council~~.;
 3. ~~H~~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~~ eligibility 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.;
 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~~fficer recommend suspension or removal of ~~the~~ Respondent from elected or appointed office or from an

appointment as an 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 mMember ~~of the Town Council~~, ~~the~~ Respondent shall be recused from participating ~~on~~ due to a eConflict of interest. Any decision by the Board of Ethics to suspend or remove a Respondent from public service shall require a unanimous vote of all Town-Council mMembers present and voting, or as permitted by Town of Monument Charter, Section 2.11 ~~—Removal from Office~~.

- L. ~~Appeal. The~~ Respondent or eComplainant 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 enforce~~ing~~ ~~ment of~~ these 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 suspend~~ing~~ ~~sion~~, transferring, or terminat~~ing on of~~ any Employees. When enforcing ~~these~~ Standards of Conduct for ethical allegations against Employees, the Town Manager may be guided by the purpose and intent of the enforcement section of the Standards of Conduct and its processes and procedures to effectuate a fair and effective result that instills confidence in the Employees. ~~For the avoidance of doubt and 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 ~~these~~ Standards of Conduct.

2.60.560- Removal from Office.

A. ~~—~~The Mayor and any-Council mMembers 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.

MONTHLY REPORT TO TOWN COUNCIL

April 2025

Prepared by

Madeline VanDenHoek,
Interim Town Manager



Town Council, staff, award nominees, and their guests attended the Tri-Lakes Chamber of Commerce and Visitor Center's Annual Awards Dinner on April 25 to celebrate the standout achievements of their members and announce winners for the 2024 Business Person of the Year, 2024 Employee of the Year, 2024 Non-Profit of the Year, and 2024 Volunteer of the Year.

INTERIM TOWN MANAGER'S MESSAGE



Town Council and the Leadership Team participated in a two-day retreat to discuss long-term planning, forecasting, service levels, building needs and much more.

This month, our town experienced the tragic loss of Council member Romanello, leaving a significant void in our organization. To honor his service to Monument, we will place a commemorative bench on Santa Fe Trail.

Despite this loss, I am proud of the remarkable work our team has accomplished. We successfully held our Council and staff retreat, engaging in important discussions about long-term planning, forecasting, town-owned properties, building needs, and service levels.

Over the next year, staff will present these items to the Council for consideration. Additionally, the Council has been collaborating with our strategic planning consultant on key priorities, which will be brought to Council for approval on May 5. I have also held meetings with various stakeholders, including the Loop Water Authority, developers, Heart of Monument Park stakeholders, Triview, Tri-Lakes Chamber of Commerce, and Monument Fire District, El Paso County Economic Development, Community Development Advisory Board. Members of the leadership team engaged with leaders from the Town of Castle Rock to discuss similar issues the communities face.

I attended the annual City/County Managers Conference in Glenwood Springs, where key topics included artificial intelligence, sales tax, the economy, talent management, housing, and community engagement. I appreciated the opportunity to network with fellow community leaders.

The Town Council and staff members attended the Tri-Lakes Chamber of Commerce Annual Dinner, Bootleggers Ball. The Town proudly nominated Michael Weinfeld and John Howe as Volunteers of the Year for their outstanding work on the Monument cemetery and the subsequent book. We were thrilled to see them win the award. Laurie Young was nominated as Employee of the Year for her exceptional efforts on the sales tax self-collection project. Officer Kelly Fisher was nominated by Tri-Lakes Cares as Business Person of the Year. I was humbled to be nominated by the Town Council for Business Person of the Year and honored to be chosen by the Chamber for this year's award. It was a delightful evening and an event I eagerly anticipate each year.

Looking forward to May, we will be presenting the 2025 restated budget, engaging with the community through a Town Hall meeting on May 17, and holding two community events: the Great American Cleanup on May 3 and our Memorial Day Ceremony on May 26.

Director

- Held multiple meetings with Madeline, Suzanne, Andrew, and others regarding Veregy grant questions, project management, invoicing, and project updates. Continued attending weekly Veregy project update meetings.
- Met with Madeline and Jennifer to discuss leased properties and town-owned vacant properties.
- Participated in a legislative update hosted by CML (April 2), a mock off-site meeting (April 8), and a 2-day Council retreat.
- Facilitated the rewrite of Title 2 with staff and attorneys.
- Helped post the finalists for the Town Manager position.
- Coordinated one-on-one meetings between John Trylch and Councilmembers to discuss strategic priorities.
- Met with the Admin team to discuss special events application procedures.
- Supported integration of attorneys into CivicClerk software.
- Facilitated the transition of staff and Council using CivicClerk live meetings software for agenda and packet creation and electronic voting.
- Reviewed the communications plan submitted by Portia and agenda/packet policy submitted by Tina.
- Developed a presentation analyzing attorney expenses and invoice reviews.
- Attended the CCCMA annual conference, participating in sessions on management practices, compressed workweeks, AI in local government, and legal risk considerations.

Records Management

- Attended the Laserfiche Empower conference, where I had the opportunity to network with numerous Laserfiche users and gain valuable hands-on experience that will directly support our implementation efforts.
- Trained two more Records Liaisons last week and plan to train another as soon as we can coordinate schedules.
- Website Committee work remains ongoing, and I have also joined the newly formed IT Committee to assist with technology initiatives.
- As we move forward with Laserfiche, progress will be gradual at first due to the substantial back-end setup required. This initial phase comes with a learning curve, but the time and planning invested now will greatly simplify future processes. My approach is to pilot these foundational processes with small batches involving one or two Records Liaisons. The goal is to refine a standard operating procedure for adding new types of records to the repository in a way that is adaptable across all departments and record types.
- I also want to recognize and commend the Planning Department for clearing out their storage unit — they are making excellent progress in sorting through their inventory and properly disposing of obsolete materials.

FINANCE

- The 2024 Audit is underway, and Finance staff met on numerous occasions throughout the month with the Auditors to review policies, procedures, processes and provide financial documentation. The 2024 Audit is expected to be completed by early June.
- Finance staff prepared a long-range financial forecast with multiple scenarios to share with the Town Council at the April Retreat. In addition, draft financial policies were prepared and presented to the Town Council.
- Finance staff prepared the Amended 2025 Budget for Council's consideration at the May 5, Town Council meeting.
- Finance staff participated in a coffee chat mentoring meeting on Leading Change with CGFOA.
- Finance staff initiated the development of a procurement process and system.
- Finance staff is leading the Impact Fee Study, providing consultants with the necessary data and information for their analysis.
- Working together with Planning and Public Works, Finance continues work on an asset replacement plan and fund analysis.
- RFPs for a Town Engineer, Cost Allocation Plan & Fee Study, and Water Rate Study are in process, with proposals due on May 5.
- Jennifer led a workshop on strategic thinking and decision-making for Police Department Personnel.
- A kick-off meeting was held with the ADA consultant to begin work on the Town's ADA self-assessment and transition plan.
- March sales tax collected through the Town's self-collect system was much closer to the prior year, indicating that the vast majority of taxpayers have made the conversion. Several key audits have been initiated on Monument businesses to ensure they are paying the accurate amount of sales taxes, which is one of the benefits of going with a self-collect program.
- Finance staff took a nice walk together late one afternoon to celebrate teamwork and get to know each other better.
- Steve Murry learned he and his wife are having a baby boy - due in September!



Jennifer and Laurie enjoying the Tri-Lakes Chamber of Commerce Annual Awards Dinner. Members of the Finance Team enjoying a walk in Downtown Monument.

HUMAN RESOURCES

We are nearing completion of the Compensation and Pay Equity Survey. The updated pay philosophy, wage grade system, and revised salary ranges for each position will be presented to both the Town Council and employees in May. This update will provide a strong foundation for future growth and alignment of wages and positions within the organization.

Looking ahead, we are excited to begin work on additional key areas, including:

- Employee health benefits review
- Enhancements to performance management systems
- Expansion of learning and development programs
- Increasing training opportunities for staff

INFORMATION TECHNOLOGIES

Support Tickets

- Completed 113 tickets in March (IT Director completed 25%).
- Completed 76 tickets to-date in April (IT Director completed 46%).

Council Chambers Technology Upgrade Project (Smart Systems)

- Configured mobile A/V unit audio for remote site system connection.
- Successfully conducted live use of the mobile A/V unit at an offsite location (local church) for Council meetings. Issues with internet connection were encountered but remote connection was successful. Audio and wireless microphones were tested.
- Installed and tested an ADA-compliant audio system for hearing impaired during the April 9, 2025, Planning Commission meeting.
- Conducted the first Council meeting with CivicPlus on April 21, 2025. Voting System validated. Speaker Timer tested.
- Scheduled follow-up meeting with Smart Systems for April 30 to address remaining punch list items: wireless microphone improvements, contrast adjustments on name plate display, video quality enhancements from back cameras, and additional name plate configuration/installation.

Other Projects

- Built and implemented a Town Hall mobile A/V conferencing system (TV, camera, micro PC, casting device reused – TV cart newly purchased).
- Provided the Police Department with a configuration and cost estimate for training room A/V system improvements.
- Upgraded 4 mobile phones eligible for replacement and transitioned devices from Maas360 to Microsoft Intune Mobile Management.
- Completed a mobile phone audit, leading to the termination of 4 unused devices, resulting in cost savings of \$2,160 annually.
- Began utilizing BitRaser (DoD-standard hard drive wipe application with cost savings of \$10 per wiped hard drive).

Public Service Time

- Provided 2 hours of one-on-one tech support for seniors at Silver Key on March 25. Covered mobile phone configuration, assistance with computer reset for resale, and email filtering on mobile devices.
- A 1-hour IT discussion meeting held at Silver Key on April 1. Discussed communication tools (video/text) and toll road scams with 8 participants.

PLANNING

Administration

- The Planning Department continues to have one planner vacancy. The market continues to be very tight, and qualified candidates are difficult to find and recruit. In April we receive six new applications and are now considering and interviewing two candidates.
- Planning Technician Brooke Holtz has issued 14 construction permits so far in April, as compared to 28 permits issued in total for the month of March (see below).

PERMITS ISSUED PER MONTH AND BY CATEGORY													
Category	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Total-2025
Commercial Alteration	0	0	0	0									0
Commercial One Stop	3	6	0	1									10
Land Use	0	1	3	2									6
Miscellaneous	0	0	0	1									1
One Stop	2	1	2	1									6
Public Works	1	0	2	1									4
Residential Alteration	1	5	2	3									11
Residential New	2	8	19	5									34
subtotal	9	21	28	14									72

- In April, the Planning Department, with help from Public Works, emptied the off-site storage unit, and relocated the stored documents to 259 Beacon Lite Road and Town Hall. Over 80 boxes of documents and maps were stored at the off-storage facility. The Planning Department has begun the process of archiving and disposing of the found planning documents in accordance with State municipal records retention and disposal regulations. As a result of this action, the Town is no longer obligated to lease out the storage unit, thus saving the Town \$2,880 per year.

Special Projects

- Comprehensive Plan and Stormwater Management Plan Update: In April the Town's planning consultant and I continued to meet with individuals interested in sharing their thoughts about current conditions of and future aspirations for the Town of Monument. Their input, combined with the information collected during engagement week and the survey found at monument2040.com, will be included and summarized in the Existing Conditions Report in early June 2025. More information about these comprehensive planning activities can be found at www.townofmonument.org/m2040 and at www.monument2040.com.
- Stormwater Management Plan Update: Work ongoing.
- Development Impact Fee Nexus Study: The Finance Department has taken the lead on this exercise, coinciding with their efforts to update the Town's fee program and develop the Town's capital improvement program.

Land Use Compliance

- Over the past four months, the Planning Department has been attempting to work with the owner of the Trails End Taproom to remove the temporary storage container and other items that were placed on the property without a permit or site plan approval as required by the Town's municipal code. These conditions have been left uncorrected for the past three years. This case has been transferred to code enforcement for citation and court action.
- Elite Cranes site improvements conducted on the property were not completed in compliance with the governing ordinance and approved plans for the property. These identified issues have existed and have been left uncorrected over the past four years. Unfortunately, Planning Department negotiations with the property have come to an impasse, and formal legal steps are being considered moving forward. This case has been transferred to code enforcement and court action.

Current Planning

- On April 7, 2025, the Town Council conducted public hearings and approved of the expansion of the Triview Water Reclamation District's Promontory Pointe Water Tank Facility. The expansion will accommodate an additional water tank directly to the east and behind the existing water tank, providing needed water storage capacity for the District. More information about this development can be found at [Development Review Projects | Monument, CO](#).
- On April 9th, 2025, the Planning Commission held public hearings regarding development proposals for the area formerly known as Santa Fe Business Park. The first proposal was a Final Plat application titled "Terrazzo-Baja Commercial Development" Final Plat, which aims to create lots, tracts, and easements for sale and future development. The second proposal reviewed by the Planning Commission was a Final Planned Unit Development application for a Triview Administration Building within the Terrazzo-Baja Commercial Development Plat. The applicant proposed an 8,030-square-foot administration building, with 5,057 square feet designated for business and office use, and 2,973 square feet allocated for storage and garage space. The Planning Commission's recommendations for approval will be considered by the Town Council at their regular meeting on May 5th, 2025.
- Development projects are outlined in the Development Projects story map and memo updated regularly and shared at [Development Review Projects | Monument, CO](#).

Maps

- Map webpage [[link](#)] viewer counts over last 30 days: 689 (down from 741 in March).
- Digitized historical maps, plats, and site plans formerly stored in the rented storage unit.
- Inventoried and mapped the Town's parks sprinkler system and updated Drainage Pond and Art Sites databases.
- Attended on April 10th the local GIS meet-up at PPACG, best practices for Road databases and Asset Management were discussed.
- Created and/or updated the Wayfinding, Downtown and Enterprise Zone maps. Provide data & maps for the Comprehensive Plan, the Council/Leadership Retreat, and the PPACG for the local area development dashboard.

POLICE

Personnel Updates

- Interviews were conducted for the Records Specialist position on April 15, 2025. A successful candidate has been identified and is currently undergoing the background check process.
- Our new recruits are nearing the completion of their Field Training Programs and will be joining their full-time squads in the coming weeks.
- PSA Brown has completed all required training and will now operate independently, significantly improving coverage and response times for Code Enforcement and Fleet-related issues.

Updates, Projects, and Forecasting

- The Community Engagement Group held its quarterly meeting on April 10, 2025. Comprised of local business and community leaders, the group provides a forum to foster communication between the Monument Police Department and the community. At this meeting, the School Resource Officer Max Ellis provided a presentation on the SRO program and discussed its challenges and complexities.

- The Police Department completed the purchase of two new patrol vehicles and one administrative vehicle. All vehicles are currently awaiting upfitting with emergency equipment.
- On April 23, 2025, Finance Director Jennifer Phillips led a session on Strategic Thinking and Critical Decision Making for the Police Department Leadership Team.

Code Enforcement Activities

- The PSA Team successfully contacted the company responsible for posting unauthorized auction signs throughout Monument. All signs within the Town's jurisdiction have been removed.
- PSAs have documented all communications with the Trails End property owner, along with the responses received. This documentation will be reviewed by the Town Attorney for further recommendations. It is also noted that the property is currently for sale.
- A collaborative meeting was held with the Planning Department, Code Enforcement, and the Town Attorney regarding Elite Cranes compliance issues. The Town Attorney will review the documentation and schedule a follow-up meeting with recommendations.
- An irate citizen demanded action regarding trash at the intersection of Higby and Fairplay. Upon review, it was determined that the area falls outside of Monument's jurisdiction. El Paso County Code Enforcement was promptly notified of the concern.
- A total of 50 illegal signs were collected and removed by the PSA Team.

PUBLIC WORKS



ENGINEERING

The engineer has been working in conjunction with the developers involved in the creation of the Falcon Commerce Center (FCC) project, supervising the differing contractors assigned to the new FCC project, remaining vigilant throughout each stage of progress to ensure the developers are following the Town's guidelines and specifications.

- To clear the way for the proposed FCC warehouse buildings A & B, the engineer has been working alongside the contractor who has been over lot grading to ensure foundational stability.
- With the first phase of this project underway, the engineer has been monitoring the concrete pours and production of the wing walls for the box culvert along the Terrazzo Drive extension.

FACILITIES

Public Works Building at 259 Beacon Lite Road

- Swept the front sidewalk and parking lot.
- Assisted the Planning Department with moving records out of storage and relocating them to 259 Beacon Lite Road.

Town of Monument Town Hall at 645 Beacon Lite Road

- Replaced damaged ceiling panels.
- Obtained bids for the north retaining wall repair.
- Evaluated and performed an inspection on the roof.
- Repaired the drinking fountain.
- Trouble-shot the leaking fire sprinkler system and identified next steps to remedy the problem.
- Worked with the Water Department to remedy the high pressure found within the fire sprinkler system.
- Cleaned the floor drainage system.
- Adjusted the wooden doors that lead into the Council Chambers.

Tri-Lakes Chamber of Commerce at 166 2nd Street

- Inspected the roof due to high wind and completed necessary patch repair work.

Public Works Shop at 506 Jefferson Street

- Ordered a new air compressor to replace the broken one.
- Assisted the Fleet Supervisors in cleaning the back area of the Public Works shop.

Police Department at 645 Beacon Lite Road

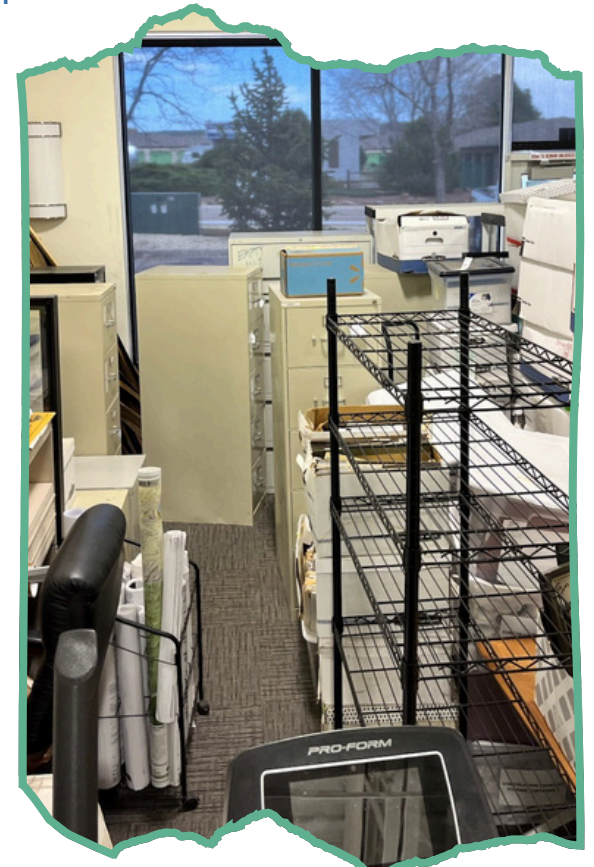
- Attempted to troubleshoot the problem with the HVAC system in the reception area.
- Relocated a television set to the upstairs operation room.
- Completed a repair of a broken desk drawer.
- Unclogged and cleared the ongoing issue with the garbage disposal in the kitchen.



Resurfacing Santa Fe Ballfields

FLEET

- Obtained proper registration for, created and implemented an ongoing maintenance schedule for the new PD vehicle.
- Cleaned and organized the shop.
- Prepared for the annual diesel emissions testing for the required vehicles.



Relocating Records



Sprinklerhead Maintenance

PARKS

- Removed large branches hanging over the sidewalk at the Monument Cemetery.
- Removed dead trees in front of the Monument Sanitation District and Monument Lake with the intention of planting new trees to replace the ones removed.
- Unloaded and spread 40 tons of millings in the north parking lot at Dirty Woman Creek Park. The parking lot was in need of resurfacing due to a water main break under Mitchell Avenue.
- Repaired the split rail fencing at Dirty Woman Creek Park.
- Resurfaced the infield and warning tracks at the Santa Fe Ballfields by tilling the ground and screening.
- Resurfaced the road leading down to Monument Lake by grading and rolling 160 tons of road base.
- Covered and removed graffiti under the train tracks at Dirty Woman Creek Park.
- Conducted sprinkler head maintenance, aerated, and overseeded grass at all Town parks.



Resurfacing the Road to Monument Lake and Repairing Potholes Around Town



STREETS

- Actively and progressively repaired potholes throughout the community, starting with Knollwood Drive and Cipriani Loop, followed by the Buffalo Valley Path area, and finishing up along Jackson Creek Parkway.
- Rebuilt the ADA metal railing on the frontage zone side of the chase drain at Lavelett Park.
- Following the water valve repairs on Mitchell Avenue, the Streets team made roadway repairs using an asphalt patching technique.



Resurfacing Roads in Dirty Woman Creek Park and Perming Road Maintenance Around Town



WATER

4" Meter Service Restoration Monument View Apartments – (450 Beacon Lite Road)

- Replaced one of the last remaining non-cellular compound meters with a new cellular meter.
- Residents were notified in advance of temporary water service disruption.
- After installation, excessive discharge from the backflow device required a second water shut-off.
- A professional backflow technician was dispatched to correct the issue and restore meter compliance.

Well 7 Maintenance

- Replaced old, opaque light covers with translucent covers to improve safety and visibility.
- Replaced the Level Transducer to improve operational data accuracy and water level monitoring.

Well 8 Transformer Maintenance

- Performed interim maintenance on the transformer to extend its life.
- Noted that a full transformer upsizing and replacement is needed due to aging infrastructure.

Well 10 Leak Repair

- Repaired a 6" T-section crack on the line entering the filter by rebuilding and replacing the damaged section.
- Repaired a 6" Schedule 80 flange within the well piping by reconstructing and reinstalling it.

Hydrant and Valve Maintenance

- Excavated approximately 20 feet to locate and assess a leaking valve near a hydrant.
- Replaced the leaking valve during scheduled maintenance.
- During valve isolation, a secondary leak was discovered and quickly repaired.
- Additional valve excavation and replacement were performed to enhance system reliability.



Removing Dead Trees at Monument Sanitation



Replacing a Valve at Monument Plaza



Replacing a Meter

New Meter Installations

- Installed multiple new meters in the Willow Springs area to support service expansion.

Booster Station and PRV Upgrades

- Initiated bypass valve replacements as part of the final phase of 2024 Distribution System upgrades.
- Installed new pressure gauges in PRV vaults to support upcoming rebuilds and routine maintenance.

Chlorine Gas Cylinder Exchange

- Water operators performed a chlorine gas cylinder exchange at the Town's only chlorine facility.
- Operators received valuable hands-on training for this infrequent but critical task.

Town Hall Fire System Pressure Correction

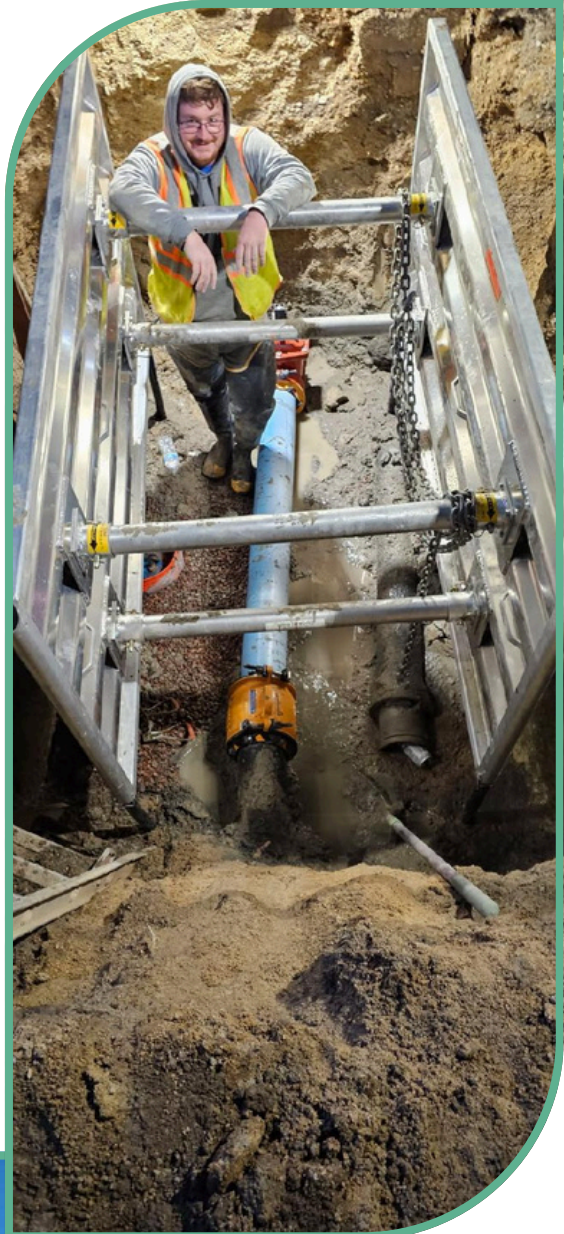
- Investigated low fire protection pressure at Town Hall.
- Discovered and isolated a failed PRV, restoring appropriate commercial fire protection pressure.

Routine Operations

- Completed monthly meter readings across the Town's water system.

Additional Support

- Assisted the Tri-Lakes Wastewater Facility by helping replace their flagpole rope.



Gaining Access and Shoring For Valve Repair at Monument Plaza