



MONUMENT TOWN COUNCIL REGULAR MEETING AGENDA

MONDAY, JUNE 16, 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 736 786 574#

[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 - June 16, 2025
- b. Meeting Minutes - June 2, 2025
- c. Resolution No. 39-2025 - A Resolution Approving a Contract With A-One Chipseal for the 2025 Capital Chipseal Projects - (*Andrew Archuleta*)
- d. Approving Jacobs Engineering Group Work Order No. 12 for the Development and Delivery of a Plat of Annexation for Beacon Lite Road for the Total Amount of \$29,085.00 - (*Dan Ungerleider*)

4. Discussion Items:

- a. Interview Candidate(s) Seeking Town Council Appointment

5. Resolutions:

- a. Resolution No. 42-2025 - A Resolution Appointing One Councilmember At-Large To Fill A Vacancy for The Town of Monument - (*Tina Erickson*)
- b. Resolution No. 40-2025 - A Resolution Authorizing an Agreement with Willdan Financial Services For Consultant Services to Conduct Cost Allocation Plan and Fee Study - (*Jennifer Phillips*)
- c. Resolution No. 41-2025 - A Resolution Authorizing An Agreement With Willdan Financial Services For Consultant Services to Conduct Water Rate Study -(*Jennifer Phillips*)
- d. PUBLIC HEARING on Resolution No. 43-2025 - A Resolution Setting Forth Findings of Fact and Conclusions Regarding the Old Denver Road Annexation - (*Dan Ungerleider*)

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

- a. Ordinance No. 11-2025 - An Ordinance Annexing Certain Lands Known as The Old Denver Road Annexation to The Town of Monument, Colorado - (*Dan Ungerleider*)

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.*

8. Future Agenda Item Authorization:

9. Reports:

- a. Town Manager's Monthly Report - *(Madeline VanDenHoek)*

10. Council Comments:

11. Adjournment:

12. Executive Session:

- 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 Triview Metropolitan District - *(Town Attorney)*

MONUMENT TOWN COUNCIL MINUTES

Monday, June 2, 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, 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 Sana Abbott		Ashley Hernandez-Schlagel, Town Attorney	
Councilmember Kenneth Kimple		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	
		Sylvia Simpson, Deputy Town Clerk	
		Emily Trujillo, HR Manager	
ATTENDED REMOTELY: Councilmember Marco Fiorito			
ABSENT WITH PRIOR NOTICE:			
ABSENT WITHOUT PRIOR NOTICE:			

2. Disclosures of Conflicts of Interest:

- Disclosures of Potential Conflicts of Interest - (*Town Attorney*)
- 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:

- Agenda - June 2, 2025
- Meeting Minutes - May 5, 2025
- Meeting Minutes - May 19, 2025

d. Resolution No. 36-2025 - A Resolution Approving Intergovernmental Agreement (IGA) Between the Town of Monument and Monument Academy for School Resource Officers for the 2025-26 School Year - (*Chief Regan*)

King requested for a typo to be corrected in the May 5th 2025, meeting minutes to reflect "warehouse space and wouldn't". Mayor Pro Tem Steve King made a motion to modify the consent agenda and the motion was seconded by Councilmember Laura Kronick. Roll call vote was taken and the motion passed 6 to 0. Councilmember Laura Kronick made a motion to approve the consent agenda as modified and the motion was seconded by Councilmember Sana Abbott. Roll call vote was taken and the motion passed 6 to 0.

4. Presentations:

a. Girls of the West, Pikes Peak Range Riders, and Pikes Peak or Bust Rodeo Girls of the West, Girls of the west, Pikes Peak Range Riders and Pikes Peak or Bust Rodeo presented by Greg Budwine, Laurie Carrol, Corlis Palmer and Emma Considine.

b. For Discussion - Proposed Annexation and Development of Willow Springs Ranch Filing No. 3 (aka Rickenbacker Property), a 38-lot Single-Family Residential Subdivision on 39.6 Acres North of Forest Lake Road and East of Rickenbacker Road - (*Dan Ungerleider*)

Ungerleider presented the proposed annexation and development formerly known as the Rickenbacker property. Ungerleider requested the Town council refer it back to Planning Commission for consideration and development. Mayor Pro Tem Steve King questioned how the entrance would be mitigated, the exit on Rickenbacker access and if there will be a community engagement meeting. Councilmember Kenneth Kimple questioned why the presentation has been introduced to the council prior to going to the planning commission. Ungergleider clarified he is hoping for open dialog with annexations. Tim O'Connell spoke on the intent of the discussion and provided answers to questions.

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

a. Ordinance No. 10-2025 – An Ordinance Granting Conditional Use Approval for Outdoor Storage at 836 Synthes Ave - (*Dan Ungerleider*)

Ungerleider presented Ordinance No. 10-2025 as included in the council packet. Mayor Mitch LaKind opened the public hearing, no public comment received. Mayor Mitch LaKind closed the public hearing. The council had a discussion and concerns regarding the use of the property, the fencing/screening, drainage on the property, trees being spaded and surviving being replanted. The applicant Chad Kuzbec with WestWorks Engineering and the property owner Chandler Knop were in attendance providing clarification and responses to questions. Mayor Pro Tem Steve King made a motion to approve the conditional use Ordinance No.10-2025 with the deletion of section 2; remove "condition upon items stored within the approved outdoor storage area shall not exceed thirty (30)

feet in height", with referencing code 18.04.150 - industrial uses and the motion was seconded by Councilmember Sana Abbott. Roll call vote was taken and the motion passed 6 to 0.

6. Resolutions:

a. Resolution No. 37-2025 - A Resolution Approving the Awarding of a Construction Contract to Native Sun Construction for the Iron Removal Project at Well 11, 12, and 13 for the Water Department - *(Thomas Tharnish)*

Tharnish presented Resolution No. 37-2025 as included in the council packet. Councilmember Laura Kronick made a motion to approve Resolution No. 37-2025 and the motion was seconded by Councilmember Kenneth Kimple. Roll call vote was taken and the motion passed 6 to 0.

b. Resolution No. 38-2025 - A Resolution to Approve Salary Structure and Classifications for Non-Sworn and Sworn Positions - *(Emily Trujillo)*

Trujillo introduced Resolution No. 38-2025. Taylor Spragus with CBIZ Compensation Consulting introduced CBIZ, presented how the survey was conducted and the compensation pay equity survey results as included in the council packet.

The council took a recess at 8:10 pm.

The council resumed the regular meeting at 8:18 pm.

Councilmember Kenneth Kimple made a motion to approve Resolution No. 38-2025 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.*

- Steve De Seve spoke on lighting and the need for dark sky lighting.
- Haley Chapin gave appreciation for support and attendance at the Tri-Lakes taste of Tri-Lakes Cares event.
- Bill Wysung spoke on the Pikes Peak Regional Emergency Response.

8. Future Agenda Item Authorization:

- Steve De Seve would like to give a presentation on commercial lighting, dark skies & light pollution to future council meeting.
- Workshop with council on economic development future council meeting.
- Workshop for elected officials roles/responsibilities in major emergencies on Friday August 22, 2025.
- Service level advisory committee - Councilmember Laura Kronick and Mayor Pro Tem Steve King volunteered.

- Mayor Mitch Lakind volunteered to attend Rotary meetings.

9. Council Comments:

- Mayor Mitch LaKind highlighted the council vacancy and the birthday of the Town of Monument.
- Cole introduced Ashley Hernandez - Schlagel.

10. Executive Sessions:

a. Executive Session Pursuant to §24-6-402(4)(b), C.R.S. for a Conference with the Town Attorney for the Purpose of Receiving Legal Advice on Specific Legal Questions Regarding Pending Legal Projects - *(Town Attorney)*

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

Council Member Laura Kronick made a motion to enter into executive session and the motion was seconded by Mayor Mitch LaKind. Roll call vote was taken and the motion passed 6 to 0. No motion would be made and the regular meeting was adjourned upon entering executive session. Cole stated the executive sessions order would be switched.

- The Council entered executive session at 9:57 pm.
- Councilmember Sana Abbott left executive session at 10:31pm.
- The Council concluded executive session at 11:41 pm.

11. Adjournment:

Council moved to adjourn the regular meeting upon entering executive session, the meeting was adjourned at 9:18 pm.

Respectfully Submitted,

Tina Erickson,
Town Clerk



MEMORANDUM

To: The Honorable Mayor and Town Council

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

Date: June 16th, 2025

RE: Resolution No. 39-2025 A Resolution Approving a Contract for the Chipseal Program

BACKGROUND: The Town of Monument Streets Department plans and budgets for a continuing paving maintenance program to keep our streets roadworthy and to limit the number of concerns due to deteriorating road conditions. As roads begin to deteriorate, we look at possible ways to expand the life of the road and one of the most practical and budget-friendly options is the perform a chipseal program which consists of cape sealing and slurry sealing. By performing this work, our maintenance on the proposed roads will be reduced and we will be able to expand the roads' life before we must pave it again.

DISCUSSION: The current plan is to move forward with this contract to be placed on the schedule for A-One Chipseal to complete our planned projects. A-One Chipseal is the selected contractor for many of the local districts for these types of maintenance projects. A-One Chipseal has access to the State Bid Process which allows us to not have to bid out this type of work this year referencing our current Contract and Purchasing Policy documents. We utilize a running 5-year plan to decide which streets have priority for paving or chip seal projects. The work completed in 2024 by A-One Chipseal was more than satisfactory and we would like to continue using them and continue with the planned 2025 Chipseal Program.

PROS/CON'S: **Pro's-** By moving forward with this resolution to approve the 2025 Chipseal Program, we can confirm with A-One Chipseal and get on their schedule to continue maintaining our roads and get more life out of them to reduce the amount of maintenance in the future. Using the same contractor as we had in the past allows for a smoother process because they are familiar with the area and familiar with our standards. **Con's-** By not approving this resolution, we would have to create a new RFP for the program, which would delay the start of the proposed work and could result in less work being completed or work that is not satisfactory from a company that we are not familiar with.

FISCAL IMPACT: The planned budget for the 2025 Capital Projects fund in line-item Asphalt Repairs is **\$100,00.00.**

STAFF RECOMMENDATION: Recommend passage of Resolution 39-2025, approving the contract for the 2025 Chipseal Program.

TOWN OF MONUMENT

RESOLUTION NO. 39-2025

**A RESOLUTION APPROVING A CONTRACT WITH A-ONE CHIPSEAL FOR THE
2025 CAPITAL CHIPSEAL PROJECTS**

WHEREAS, the Town's Streets Department has determined the need to move forward with the 2025 Capital Chip Seal Project for this year, and;

WHEREAS, the Town has determined the needs of Crestview Ct, Trumbell Ln and Vista Montana Ln to extend the life of the existing pavement, and;

WHEREAS, the Town staff has determined that A-One Chipseal has had multiple contracts and pricing from other government agencies and extended that pricing to us, which is allowed by our current contract and purchasing policy, and;

WHEREAS, Staff is recommending approval of the contract to A-One Chipseal for the 2025 Capital Chipseal Project.

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

The Town Council hereby approves a contract with A-One Chipseal for the 2025 Capital Chip Seal Projects. The total amount of this contract is **\$98,416.68** which is budgeted for the 2025 Capital Projects Fund.

PASSED AND RESOLVED by the Town Council of the Town of Monument, El Paso County, Colorado, this 16th day of June 2025 by a vote of ____ for and ____ against.

TOWN OF MONUMENT

Mitch LaKind, Mayor

ATTEST:

Tina Erickson, Town Clerk



www.a-1chipseal.com

www.rockymountainpavement.com

Customer
Town of Monument
645 Beacon St
Monument, CO 80132-

Attention
Tom Martinez
(719) 884-8036
tmartinez@tomgov.org

Date
05/20/25
Proposal #
36388

Proposal for
Town of Monument - Various - Monument

Item#	Description	Qty/Unit	Unit Price	Total Price
Option# 1 2025 Maintenance				
01	Mobilization Mobilization to and from the jobsite.	1 HR	\$5,000.00	\$5,000.00
02	Slurry Seal Type II Slurry in place on existing asphalt pavement. *All labor, material, equipment, and traffic control necessary shall be furnished. *All work shall be done in accordance with the Standard Specifications for Slurry Seal Applications. *Slurry is a rigid product this product will have reflective cracking, scuffing and aggregate shedding. The benefits of this product are that it will reduce oxidation, slow water damage, extend the life of the pavement, and beautifies the surface area.	11,244 SY	\$3.47	\$39,016.68
03	Crackseal Clean and fill cracks with hot pour rubberized crack sealer. *Transition crack seal (concrete to asphalt) joint will be sealed unless otherwise stated. *All cracks 1/4" or greater will be sealed unless otherwise specified. *SETTLING OF CRACK SEAL MATERIAL MAY OCCUR. BUT DOES NOT AFFECT PERFORMANCE. *ALLIGATORED AREAS WILL NOT BE CRACK SEALED.	16,000 LBS	\$3.40	\$54,400.00
Accepted_____ Total for Option# 1				\$98,416.68

Additional Charges If Required :

- *This Proposal is based on one Mobilization.
- *Additional mobilizations add \$950.00 and up.
- *Weekend Charge \$950 and up each day.
- *If existing asphalt or concrete is thicker than proposed depth additional cost will apply price per SY inch.
- *Concrete removal is based on existing concrete not having any reinforcement, if reinforcement is encountered additional charges will apply.

Striping: Sweeping:

- *Glass beads available at a charge of \$.25 per SF, must be notified prior to work.
- *There will be a trip charge of \$750.00 for returns due to vehicles in the lot or obstructions to job completion on scheduled date.

Notes:

- *Any soft or unstable areas will be corrected on an hourly basis at the direction of the Owner Representative.
- *We accept subgrade from +/- 0.10 foot with correct density and moisture content.
- *We cannot guarantee positive drainage on existing or proposed areas less than two percent (2%) fall/slope, consequently no warranty will be provided if these conditions exist.
- *Sprinkler systems need to be turned off one day prior to scheduled work and for the duration of the schedule work.
- *Prevailing Wages are not included, an additional 25% will be added to final cost if needed.
- *This work can be scheduled only after receipt of signed contract.
- *The signer of this contract serves as the authorized agent for the owner and binds the written contract to the owner.
- *Pricing for this quotation is applicable for 30 days from date of quote.
- *Final billing will be based on actual field measured quantities installed.
- *Due to current unstable oil markets the price of asphalt may change at time of paving.
- *Due to the volatility of labor, fuel, asphalt materials, trucking, subcontractors, and emulsions, pricing is subject to change. You will be notified of any increases to obtain approval prior to mobilization of crews. Thank you for your patience and understanding. We consider you a valuable customer and we will take every step to make this a last resort.
- *Any changes will be documented by AC supplier and a direct price increase will apply.
- *Performance and Payment bond. Add 1% to total price if Bond is required.
- *Rocky Mountain Pavement must truck over existing asphalt to complete our work and shall not be held liable or responsible for damage to existing lot due to necessary trucking.

**All Asphalt Patching, Concrete, and Subgrade Prep/Scarify work WILL require Utility Locating. Locates can take anywhere from 1-3 days to be completed per Colorado 811 guidelines.

**We cannot warranty any striping performed from October-April due to weather concerns.

- *Striping completed by LineLazer Airless Line Stripers with glass bead application available.
- *Traffic spec paint will be used.
- *Stencils are lined, centered and double coated.
- *Paint will not adhere permanently to crack fill.
- *Bid is based on all vehicles being removed from the parking lot. Notices to tenants and a tow truck are recommended.

Exclusions:

- *All polymer-modified asphalt.
- *Bonds (add 1%), permits, lab and field testing, engineering fees, surveying, striping, and utility adjustments.
- *Traffic Control.
- *Night Work.

See attached terms and conditions

Accepted by: _____ Date: _____ Estimator: Jaime Walton

Accepted by: _____ Date: _____

Authorized Agent(s)

Jaime Walton
(303) 591-6264
jaimew@asphaltrepair.com

Phone: 303.650.9653 Fax: 303.650.9669

2505 E 74th Ave - Denver, CO 80229

A-1 Chipseal Co. & Rocky Mountain Pavement, LLC is an Equal Employment Opportunity Employer.

Terms and Conditions

1. This contract (hereinafter referred to as the "Agreement") including the terms and conditions that follow, supersedes any prior understanding or written or oral agreement between the parties, and constitutes the entire agreement between the parties and any understanding or representation not contained herein is hereby expressly waived. It is expressly understood that no representative of the contractor has the power to modify the provisions hereof in any respect, that Contractor shall not be bound by, or liable to, Owner for any representation, promise or endorsement made by any agent or person in Contractor's employment to set forth in this Agreement, and no modification or amendment of this instrument shall be binding on the Contractor unless set forth in writing and signed by an authorized officer of the Contractor.

2. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives successors, and assigns, where permitted by this Agreement. Owner expressly agrees that this Agreement is binding upon it and is not subject to cancellation unless expressly agreed upon for any reason, as shown in the body of this Agreement, and that furthermore, notwithstanding the terms hereof, this Agreement shall not be binding upon Contractor until the credit of Owner is approved and accepted by Contractor.

3. Contractor shall not be liable for delays or damages occasioned by causes beyond his control, including but not limited to: the elements, labor strikes and other labor unrest, riots and other public disturbances, acts of God, accidents, material and supply shortages, and delays occasioned by suppliers not meeting shipping schedules.

4. If any provision is modified by statute or declared invalid, the remaining provisions shall nevertheless continue in full force and effect. The Owner and the Contractor agree that the Agreement shall be construed and governed by the laws of Colorado and that venue for any dispute or litigation arising out of this Agreement shall be in Adams County, Colorado.

5. Any alteration or deviation from the specifications, including those directed by the Owner, construction lender and any public body, that involves extra cost (subcontract, labor, materials) will be executed only upon the parties entering into a written change order, which Contractor may or may not execute at its discretion. Owner hereby authorizes Contractor to make any such repairs and agrees to be responsible for the cost of any such repairs and agrees to be responsible for the cost of any such additional work and materials necessary to complete the Job as described herein.

6. Contractor will provide and pay for all labor and materials necessary to complete the Project. Contractor is released from this obligation for expenses incurred when the Owner is in arrears in making progress payments.

7. Contractor will maintain worker's disability compensation insurance for his employees and comprehensive coverage liability insurance policies. Owner to carry insurance against fire, tornado, hail, vandalism and other casualty losses.

8. Contractor may substitute materials without notice to the owner in order to allow work to proceed, provided that the substituted materials are of no lesser quality than those listed in the specifications.

9. Contractor shall not be responsible for underlying materials of the pavement.

10. The parties agree that in the event of breach of any warranty, either expressed or implied, the liability of the Contractor shall be limited to the labor costs of replacing the defective work. The Contractor shall not be liable for any other damages either direct or consequential. Notwithstanding anything else to the contrary, the Contractor shall have no liability or responsibility for any damage to the structure, its contents, floors, carpets and walkways that is caused by the condition of tracking materials (sealcoat, crack filler, tar, etc.), caused by others besides employees, regardless of whether such damage occurs or is worsened during the performance of the job.

11. Any warranty, express or implied, is void if contract is not paid in full.

12. If any payment under this Agreement is not made when due, the Contractor may suspend work on the job until such time as all payments due have been made. Any failure to make payment is subject to a claim enforced against the property in accordance with applicable lien laws.

13. In the event the amount of Contract is not paid within 30 days from completion, the account shall be in default. The acceptor of this Agreement agrees to indemnify and hold harmless the Contractor from any costs of expenses incurred in the collection of the defaulted account, or in any part thereof, including attorney's fees, court cost, etc., and further agrees that the defaulted account, or in part thereof, including attorney's fees, court cost, etc., and further agrees that the defaulted account will bear interest at the rate of 1-1/2% per month, not to exceed 18% per year and not to exceed the maximum rate permitted by law, on the unpaid balance.

14. Owner agrees to indemnify and hold harmless the Contractor and its agents, managers, directors, officers and employees from and against claims, damages, losses and expenses arising out of or resulting from the performance of this Agreement, including claims relating to damages caused by other tradesman and claims related to environmental laws and hazardous materials, except to the extent that such damage, loss or expense is due to the gross negligence or willful misconduct of the party seeking indemnity.

15. This contract shall become binding when signed by all parties and the authorized office of the Contractor. Owner agrees that upon cancellation before work is started, or before material is delivered on the job, to be liable for 15% of gross amount of contract for restocking fees. Owner is liable for the full amount of contract in the event they cancel contract after work has started.

16. Credit Card payments (Visa and Mastercard) are accepted. A 2.9% processing fee will be applied to the invoice.

17. Any notice required or permitted under this Agreement may be given certified or registered mail at the addresses contained in the Agreement.

18. Owner further agrees that the equity in this property is security in this Contract. This Contract shall become binding only upon written acceptance hereof by the Contractor or by an authorized Agent of the contractor, or upon commencement of the work.

19. This Contract constitutes the entire understanding of the parties, and no other understanding, collateral or otherwise, shall be binding unless in writing signed by both parties.

20. The proposal will expire within 90 days from date unless extended in writing by the company. After 90 days, we reserve the right to revise our price in accordance with costs in effect at that time.



TO: The Honorable Mayor and Town Council
FROM: Dan Ungerleider, AICP, Director of Planning
DATE: June 16, 2025
SUBJECT: Approving Jacobs Engineering Group Work Order No. 12 for the development and delivery of a Plat of Annexation for Beacon Lite Road for the total amount of \$29,085.

BACKGROUND: Town Council has directed Staff to prepare for the annexation of a portion of Beacon Lite Road right of way from the Town's northern-most corporate limit north to the north property line of the Town's water tank property and the Town Water Tank Property (see Attachment 2.) Jacobs Engineering Group has prepared the attached work order in accordance with their contract with the Town for an amount not to exceed \$29,085 to develop and deliver the aforementioned plat of annexation. In accordance with the Town's procurement policy, Staff is not required to seek Town Council approval of work orders less than \$25,000.

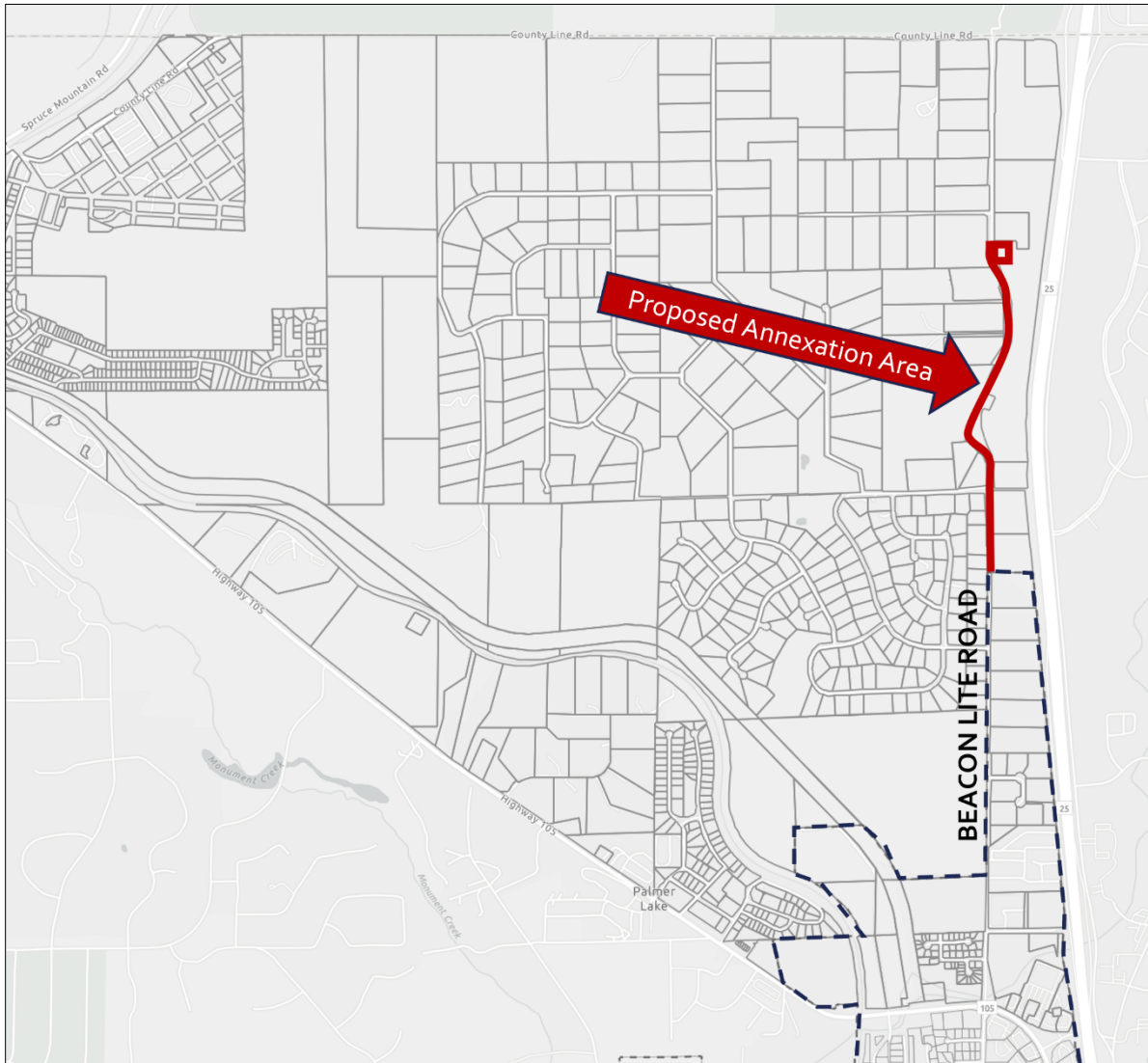
Since this workorder is for an amount exceeding the aforementioned \$25,000 threshold and given that it is associated with work not included in FY2025 Budget, Staff is seeking Town Council approval to proceed.

Please note that this amount, and other related expenses required to obtain approval of the subject plat of annexation will be added to the proposed 2025 Amended budget in the Fall 2025.

ATTACHMENTS:

1. Beacon Lite Road Annexation Vicinity Map
2. Jacobs Engineering Group Work Order No 12, dated 6/16/2024

ATTACHMENT 1
Beacon Lite Road Annexation Vicinity Map



ATTACHMENT 2
Jacobs Engineering Work Order No 12, dated 6/16/2024

ON-CALL ENGINEERING SERVICES

WORK AUTHORIZATION

Plat Preparation Services

This Work Authorization is subject to the terms and conditions set forth in the Master Services Agreement for On-Call Engineering Services dated as of July 1, 2023 (the "Agreement") by and between the **TOWN OF MONUMENT, COLORADO**, a home rule municipal corporation, and **Jacobs Engineering Group Inc.**, a Delaware Corporation.

All capitalized, undefined terms used herein shall have the meanings ascribed to them in the Agreement.

1. Scope of Services:

See attached "Jacobs Proposal for the Town of Monument: Beacon Lite Road Annexation."

2. Performance Deadlines:

(a) Services shall be initiated no later than: 6/20/2025*

(*-Initiation will be dependent upon timing of execution of this Work Authorization by the Town of Monument)

(b) Services shall be completed no later than: 9/26/2025**

(**-Completion will be dependent upon approval of the annexation by the Town of Monument and County of El Paso)

3. Compensation: \$29,753.00 (see attached fee schedule)

4. Town Representative: Daniel Ungerleider, AICP, Director of Planning

OWNER:

**TOWN OF MONUMENT,
COLORADO**, a home rule municipal
corporation

By: _____

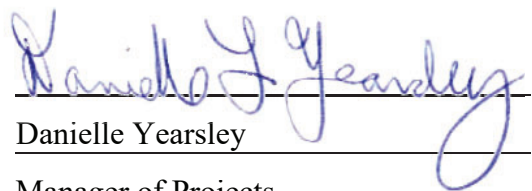
Name: _____

Title: _____

Date: _____

CONSULTANT:

Jacobs Engineering Group Inc.

By:  _____

Name: Danielle Yearsley

Title: Manager of Projects

Date: 06/11/25

**JACOBS PROPOSAL FOR THE TOWN OF MONUMENT:
BEACON LITE ROAD ANNEXATION**

This scope of work outlines the tasks, deliverables, and schedule to assist the Town of Monument (ToM) with annexing a portion of Beacon Lite Road from North of Highway 105 to the North side of the Town's water tank site. ToM will provide Jacobs with a current legal description of the parcel to depict the parcel on an Annexation Plat showing the relation to ToM's current municipal limits. Jacobs will collect field data to support the Annexation Plat and property description.

Annexation Platting

Jacobs will review and compute the parcel boundary described in the legal description to be provided by the ToM. Additionally, Jacobs will obtain a title commitment to identify and compute any encumbrances listed on the title commitment. Available GIS parcels will be downloaded and mapped to depict adjoining parcels. ToM will provide Jacobs with GIS data depicting the current municipal limits and parcels. This information along with the requirements listed on ToM's Annexation Checklist under subsection labelled "Annexation plat to include:" will be depicted on the Final Annexation Plat. To achieve the proposed project schedule, the draft Annexation Plat will exclude any encumbrances listed on the title commitment.

Required Site Data

Jacobs will collect field data to depict the parcel of land to be annexed to the Town of Monument using the following methods:

1. Survey Control

Jacobs will utilize Trimble's RTX satellite-delivered global positioning service to establish survey control for the purpose of collecting field data.

- Project Horizontal Datum: NAD 83(2011)
- Project Coordinate System: Ground Modified Colorado State Plane, Central Zone

2. Field Survey

Jacobs will conduct a field survey, utilizing RTK GNSS equipment and methods, to collect data on relevant PLSS corners and required site features such as:

- Existing streets
- Boundary monuments
- Physical lines of occupation

3. Office Survey

The field data will be processed through a raw data processing software to ensure accuracy. Field data and boundary evidence found will be shown on the final Annexation Plat.

Signatures and Recording

If electronic signatures are prohibited, Jacobs will collect wet signatures in person. If a hard copy of the Final Annexation Plat is not required, the plat will be delivered in a PDF format. The Final Annexation Plat will be recorded in the office of the El Paso County Clerk and Recorder.

Deliverables

- One 24"x36" draft copy of the Annexation Plat in PDF format.
- One 24"x36" Final Annexation Plat printed on mylar or a PDF with required stamps and signatures delivered to the Town of Monument.
- One 24"x36" Final Annexation Plat printed on mylar or a PDF with required stamps and signatures delivered to the office of the El Paso County Clerk and Recorder.

Assumptions

- Right of entry to private properties is not required to complete this scope of work.
- ToM will provide any necessary permits for surveying activities.
- El Paso County will waive the need for an Annexation Impact Report.
- Traffic control will not be required.
- All work will be performed under the supervision of a Colorado Licensed Land Surveyor.
- Filing any PLSS aliquot corner monument records will not be required.
- Setting boundary monumentation is not required.
- Only one round of comments and revisions are included in this scope of work.
- Adjoining parcels will be depicted per GIS.
- ToM will provide GIS files of the current parcel data and municipal limits.
- ToM will provide necessary plat certifications.
- ToM will provide Jacobs with an existing legal description of the parcel to be Annexed.
- Jacobs will receive Notice to Proceed by June 20th to have the draft Annexation Plat prepared by July 11th.

Period of Performance: 6/20/2025-9/26/2025

[illegible]



HOURLY LABOR AND REIMBURSABLE EXPENSE RATES

(Rates Effective February 1, 2025)

<u>Personnel Classification</u>	<u>Hourly Rates</u>	<u>Personnel Classification</u>	<u>Hourly Rates</u>
Principal	\$ 308.00	Senior Landscape Architect	\$ 174.00
Unit Manager	\$ 266.00	Landscape Architect III	\$ 160.00
Group Manager	\$ 250.00	Landscape Architect II	\$ 142.00
Senior Project Manager	\$ 230.00	Landscape Architect	\$ 120.00
Project Manager III	\$ 210.00	Junior Landscape Architect	\$ 96.00
Project Manager II	\$ 189.00	Senior CADD Technician	\$ 116.00
Project Manager	\$ 167.00	CADD Technician III	\$ 100.00
Senior Project Engineer	\$ 185.00	CADD Technician II	\$ 84.00
Project Engineer III	\$ 174.00	CADD Technician	\$ 78.00
Project Engineer II	\$ 160.00	Junior CADD Technician	\$ 62.00
Project Engineer	\$ 147.00	Senior GIS Technician	\$ 120.00
Design Engineer	\$ 131.00	GIS Technician II	\$ 110.00
Engineer	\$ 120.00	GIS Technician I	\$ 96.00
Junior Engineer	\$ 106.00	Construction Engineer	\$ 171.00
Senior Designer	\$ 142.00	Resident Engineer	\$ 135.00
Designer III	\$ 131.00	Construction Inspector III	\$ 123.00
Designer II	\$ 116.00	Construction Inspector II	\$ 106.00
Designer	\$ 89.00	Construction Inspector	\$ 84.00
Junior Designer	\$ 68.00	Junior Construction Inspector	\$ 68.00
Technical Writer/Editor III	\$ 167.00	Senior Graphic Designer	\$ 110.00
Technical Writer/Editor II	\$ 147.00	Graphic Designer	\$ 86.00
Technical Writer/Editor I	\$ 126.00	Junior Graphic Designer	\$ 64.00
Senior Transportation Planner	\$ 184.00	Senior Project Controls	\$ 230.00
Transportation Planner III	\$ 142.00	Project Controls III	\$ 210.00
Transportation Planner II	\$ 124.00	Project Controls II	\$ 189.00
Transportation Planner	\$ 106.00	Project Controls I	\$ 167.00
Junior Transportation Planner	\$ 89.00	Project Coordinator III	\$ 142.00
Senior Environmental Scientist	\$ 182.00	Project Coordinator II	\$ 122.00
Environmental Scientist III	\$ 162.00	Project Coordinator I	\$ 110.00
Environmental Scientist II	\$ 147.00	Senior Administrative Assistant	\$ 101.00
Environmental Scientist	\$ 128.00	Administrative Assistant II	\$ 86.00
Environmental Field Technician	\$ 96.00	Administrative Assistant	\$ 68.00
Utility Investigation Manager	\$ 160.00	Intern	\$ 50.00
Senior Utility Investigation Technician	\$ 100.00	Survey Project Engineer PLS / Certified Photogrammetrist	\$ 170.00
Utility Investigation Technician	\$ 90.00	Survey Technician II / Photogrammetric Technician II	\$ 135.00
Junior Utility Investigation Technician	\$ 80.00	Survey Technician I / Photogrammetric Technician I	\$ 115.00
Planner III	\$ 142.00	Senior Survey CAD / Photogrammetric Editor	\$ 100.00
Planner II	\$ 124.00	Party Chief II	\$ 115.00
Planner	\$ 106.00	Instrument Person	\$ 90.00
Project Administrator III (Town Only)*	\$ 206.00	Field Surveyor	\$ 100.00
Project Administrator II (Town Only)*	\$ 185.00	<u>Survey Crew</u>	
Project Administrator I (Town Only)*	\$ 164.00	Two Person Crew	\$ 205.00
		Three Person Crew	\$ 285.00

<u>Reimbursable Expenses</u>	<u>Unit Rate</u>	<u>Reimbursable Expenses</u>	<u>Unit Rate</u>
Survey Grade GPS (per receiver)	\$125 / day	Mileage (prevailing IRS rate)	\$0.70 / mile
Robotic Total Station	\$325 / day	Truck	\$100 / day
Digital Level	\$80 / day	Boat	\$150 / day
Terrestrial Laser Scanner	\$460 / day	Drone (Propeller UAS)	\$80 / day
Telescope Tripod	\$35 / day	Drone (Skydio)	\$600 / day
Laser Scanning Targets	\$10 / each	Drone (AltaX LiDAR)	\$2,250 / day
Gas Jack Hammer	\$70 / day	Trimble Geo 7X GPS	\$110 / day
Echosounder	\$75 / day	Trimble Geo XH GPS	\$90 / day
Ground Penetrating Radar (GPR)	\$250 / day	Trimble Geo XT GPS	\$65 / day
Radio Frequency Induction (RFI)	\$60 / day	External Hard Drives	At cost
Electromagnetic Profiler (EM)	\$150 / day	Reprographics	At cost
Locator Beacon (Sonde)	\$30 / day	Travel (negotiated by task)	At cost
Confined Space Equipment	\$150 / day	Shipping (negotiated by task)	At cost
Mobile LiDAR Scanner (MLS)	\$3000 / day	Equipment Rental (as needed)	At cost
NavVis VLX 3 Scanner	\$1500 / day	Subconsultants	At cost
GeoSLAM Scanner	\$350 / day		

* Rates for project administration tasks for which the Town will not be reimbursed by developers, planning applicants, etc.

** Multiplier, which when multiplied by the average direct labor rate yields the above hourly billing rates: 2.6

Chad M. Smith

[REDACTED]
Monument, CO, 80132
[REDACTED]

Date: 05/28/2025

To:

Ms. Tina Erickson, Town Clerk
Town of Monument
645 Beacon Lite Road
Monument, CO 80132

RE: Letter of Interest – Councilmember At-Large Vacancy

Dear Ms. Erickson,

I am writing to formally express my interest in being considered for appointment to the Town of Monument Town Council as a Councilmember At-Large. I am a dedicated and engaged resident who has proudly served the Town in a variety of capacities, most recently as the **Chair of the Planning Commission**.

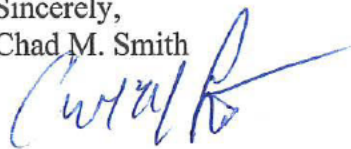
Through my leadership on the Planning Commission, I have gained valuable experience in reviewing development proposals, interpreting the Town's comprehensive plan, and applying land use codes in a manner that balances smart growth with preservation of our community character. This role has given me a deep understanding of the issues facing Monument and the diverse perspectives of our residents and stakeholders.

My professional and civic experience have prepared me to step into this Council role with insight and effectiveness. I have built strong working relationships with Town staff, developers, and community members, and I am confident in my ability to contribute to thoughtful, transparent decision-making at the Council level.

I am a registered elector of the Town, have resided in Monument for over two years, and meet all eligibility requirements for this appointment. Enclosed are my résumé and notarized affidavit affirming my qualifications. I look forward to the opportunity to continue serving our Town and contributing to a vibrant and sustainable future for all residents.

Thank you for your consideration.

Sincerely,
Chad M. Smith



Chad M. Smith

[REDACTED]
Monument, CO 80132
[REDACTED]

Education & Professional Certifications

- Certified Professional Inspector, InterNACHI (NACHI21050570)
- NRPP Radon Measurement Professional, Certification #113089-RMP
- Colorado Licensed Radon Measurement Professional, RME.0000198
- NRPP Advanced Certificate, Radon Measurement in Multi-Family, Schools & Large Buildings
- IAC2 Certified Mold & Radon Inspector, IAC2-94014
- NRPP Certified Soil Gas Mitigation Compliance Inspector
- FAA Part 107 Remote Pilot Certificate, 4292490
- Inactive Secret Security Clearance

Professional Summary

Accomplished inspector and technical professional with 30+ years of combined experience in military operations, engineering, inspection, and claims management. Proven expertise in radon testing, property inspection, quality assurance, and public leadership. Known for strong communication, program execution, and regulatory compliance.

Professional Experience

Town of Monument, CO - Planning Commissioner 05/2023 - Present

- Served as Alternate Commissioner (05/23-07/23), regular Commissioner (07/23-Present), Vice Chair (01/25-04/25), and Chair (05/25-Present).
- Contributed to land use policy, development reviews, and comprehensive planning efforts.

Monarch Services - Owner | Monument, CO 10/2021 - Present

- Perform residential, commercial, and multi-family property inspections.
- Provide radon and mold testing, private well inspections, and insurance claim consultation.
- Certified in advanced radon measurement for large and multi-use buildings.

Travelers Insurance - Senior Catastrophe Claims Adjuster | Centennial, CO
03/2018 - 08/2022

- Managed property claims in response to major disaster events (deployed ~80% of the time).
- Served as lead instructor for Catastrophe UAS operations and safety compliance.

Atlas North America - Senior Field Engineer | Panama City Beach, FL
05/2011 - 03/2018

- Led integration and testing of naval weapons systems.
- Authored technical manuals and conducted operator training.
- Conducted Factory Acceptance Tests as subject matter expert.

Titan Mining Group - Director of Operations/Project Manager | Callao, UT
08/2006 - 02/2011

- Managed \$5.5M exploration program over 66 square miles, completing 3,800+ drill holes.
- Oversaw budget, logistics, and reporting.

United States Navy - Multiple Leadership Roles
1987 - 2007 (Active Duty)

- **Command Chief Petty Officer**, HT-18, Whiting Field, FL
 - Senior enlisted advisor for 200+ students; liaison to Commanding Officer.
- **Training & Quality Assurance Chief**, HM-15, Corpus Christi, TX
 - Developed training for 120+ aircrewmembers and enforced NAVAIR safety compliance.
- **Test & Evaluation Lead**, Naval Surface Warfare Center, Panama City, FL
 - Supported sonar system development, testing, and operator documentation.
 - Authored performance reports and coordinated with engineers.

Additional Skills

- Public speaking and community engagement
- Technical writing and report preparation
- Team leadership and cross-functional coordination



Town of Monument
Affidavit of Qualification as Member of Town Council

I, Chad M. Smith, hereby certify that I satisfy all eligibility requirements identified in Section 2.6 of the Town of Monument Home Rule Charter to be elected or appointed to as member of Town Council as listed below:

1. I am a citizen of the United States of America;
2. I am a registered elector of the Town of Monument;
3. I am at least 22 years of age;
4. I am a resident of the Town of Monument for a period of no less than 24 consecutive months preceding the election or appointment;
5. I have not been convicted of a felony;
6. I am not an employee of the Town of Monument, or I shall be deemed to have resigned as an employee of the Town of Monument on the date of taking office;
7. I am not a candidate for more than one Town of Monument elective office at any municipal election; and
8. I do not hold any other elective position with a federal, state, county, special district, or governmental entity.

Chad M. Smith
Signature of Candidate

6/5/2025
Date Signed

Residential Address of Candidate:

Monument, CO
80132

State of Colorado }
County of El Paso }

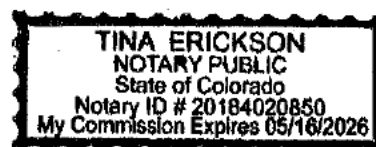
Signed and sworn to [or affirmed] before me on June 5, 2025, by

Chad M. Smith

Tina Erickson
Signature of Notary Public

05/16/2026
Commission Expiration Date

Notary Seal



**TOWN OF MONUMENT
RESOLUTION NO. 42-2025**

**A RESOLUTION APPOINTING ONE COUNCILMEMBER AT-LARGE TO FILL A VACANCY FOR THE TOWN
OF MONUMENT**

WHEREAS, at the November 5, 2024 regular Town election James Romanello was elected for a four-year term as an at-large Town Council member,

Whereas, on April 12, 2025, Town Councilmember Romanello passed away and pursuant to Section 2.7, 1. of the Town's Home Rule Charter his office was deemed vacant; and

WHEREAS, on May 19, 2025, the Town Council, declared a vacancy on the Town Council and outlined the appointment process by Resolution No. 35-2025; and

WHEREAS, Section 2.7, 2. a. of the Home Rule Charter provides for the appointment by the Town Council to fill a vacancy on the Town Council, to serve until the next regular election on November 3, 2026, at which time the office will be filled by election for the remainder of the original term that was deemed vacant; and

WHEREAS, The Town Council has complied with the process to fill a Councilmember vacancy as set forth in Section 2.7 of the Home Rule Charter; and

WHEREAS, in the interest of timely carrying out the duties and responsibilities of the Town Council, the Town Council desires to proceed with the selection and appointment process as set forth herein.

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

Section 1. The Town Council hereby appoints _____ as Councilmember, to fill the vacancy of James Romanello and to serve until his successor takes the oath of office at the first regular meeting of the Town Council in January following the next regular election, scheduled for November 3, 2026.

Section 2. This Resolution shall take effect immediately upon its passage.

PASSED AND RESOLVED by the Town Council of the Town of Monument, Colorado, this 16th day of June 2025, by a vote of _____ for and ____ against.

Town of Monument, CO

By _____
Mitch LaKind, Mayor

ATTEST:

Sylvia Simpson, Deputy Town Clerk



MEMORANDUM

TO: The Mayor and Town Council
FROM: Jennifer Phillips, Finance Director
DATE: June 16, 2025
RE: Adoption of Resolution 40-2025 Approving an Agreement with Willdan Financial Services to conduct a Cost Allocation Plan and Fee Study for the Town of Monument

BACKGROUND:

A cost allocation plan is a documented method for dividing an organization's shared costs among its programs, departments and funds. Cost allocation plans are also essential for justifying administrative costs related to state and federal grant reimbursements.

On May 5, 2025, the Town Council adopted Financial Policy 6 – Cost of Service and User Fees, which states:

User fees and charges are payments for voluntarily purchased, publicly provided services that benefit specific individuals. The Town relies on user fees and charges to supplement other revenue sources to provide public services.

Indirect cost charges will be assessed to reflect the full cost of identified services.

6.01 The Town may establish user fees and charges for certain services provided to users receiving a specific benefit.

6.02 No less than every five (5) years, the Town will conduct a cost-of-service study to identify the full cost of providing a service for which fees are charged. The calculation of full cost will include all reasonable and justifiable direct and indirect cost components.

6.03 User fees shall be reviewed annually to calculate their full cost recovery levels, to compare them to the current fee structure, and to recommend adjustments where necessary. Competing policy objectives may result in reduced user fees and charges that recover only a portion of service costs.

6.04 The Town shall establish cost allocation models to determine the administrative service charges due to the appropriate operating fund for overhead and staff support provided to another fund.

DISCUSSION

The Town conducted its most recent fee study in 2016 and does not have a comprehensive cost allocation plan. Adequate funds were included in the 2025 Amended Budget for this purpose.

On April 9, 2025, the Town issued a Request for Proposals for consultant services for a Cost Allocation Plan and Fee Study. Proposals were due on May 5, 2025. The Town received three (3) proposals by the due date. Evaluation criteria were developed prior to the proposal submission deadline along with identifying staff members to serve on the proposal review committee.

On May 29, 2025, the review committee, with representatives from Finance, Administration, Planning, Police and Public Works met to discuss the proposals and select the top consultant firm. Willdan Financial Services was selected and an in-person interview was subsequently scheduled for June 4, 2025. Following this interview meeting, the entire team agreed that Willdan Financial Services are the most qualified and best suited to provide consultant services for a cost allocation plan and fee study.

Worked on the cost allocation plan and fee study is expected to begin in July and completed in December 2025. The consultant and staff will present the fee study to the Town Council to seek approval of the full cost recovery fees, or some reduced amounts as directed by the Town Council.

RESOLUTION: Staff have submitted Resolution 40-2025 approving an Agreement with Willdan Financial Services in the not to exceed amount of \$39,760 for consultant services for a cost allocation plan and fee study.

The background image shows a scenic view of a town nestled in a valley, surrounded by rolling green hills and distant mountains under a blue sky with scattered white clouds. In the foreground, there is a stone monument sign that reads "HISTORIC MONUMENT". To the left of the sign, there are two flagpoles. The first pole has the Colorado state flag (blue, white, and red with a yellow sun and blue triangle) and the United States flag. The second pole has a white flag with "TREMOR" and "COLORADO" written on it, and another white flag with a green and blue logo. The monument sign is made of stone and has a large, abstract, light-colored shape cut out of its right side. The sign is surrounded by a bed of colorful flowers in shades of purple, red, and yellow.

Cost Allocation Plan and Fee Study Agreement

Town Council Meeting June 16, 2025

Overview

- Purpose of Cost Allocation Plan
- Purpose of Fee Study
- Process for Cost Allocation Plan & Fee Study
- Recommendation to approve agreement with Willdan Financial Services

Purpose of Cost Allocation Plan

- Documented method for dividing an organization's shared costs
- Required for reimbursement of administrative overhead costs for state and federal grants
- Accurate allocation of administrative costs to the Water Fund, which is an enterprise fund

Purpose of Fee Study

- User fees and charges are payments for voluntarily purchased, publicly provided services that benefit specific individuals
- Fee revenue is used by the Town to supplement other revenue sources to provide public services
- Last update in 2016

Process

- Staff will provide Willdan all required financial and operational data
- Willdan will develop a cost allocation model
- Fee Study will be presented to Town Council
 - Fees will be at full cost recovery
 - Council can determine fees
- Model will remain with Town of Monument
- Annually updated during budget preparation process

Recommendation:

- Approve Resolution 40-2025 approving an Agreement with Willdan Financial Services in the not to exceed amount of \$39,760 for consultant services for a cost allocation plan and fee study.

TOWN OF MONUMENT

RESOLUTION NO. 40-2025

**A RESOLUTION AUTHORIZING AN AGREEMENT WITH WILLDAN
FINANCIAL SERVICES FOR CONSULTANT SERVICES TO
CONDUCT COST ALLOCATION PLAN AND FEE STUDY**

WHEREAS, Financial Policy 6 – Cost of Service and User Fees adopted by the Town Council on May 5, 2025 identifies the need and purpose of service and user fees; and

WHEREAS, Section 6.01 states that the Town may establish user fees and charges for certain services provided to users receiving a specific benefit; and

WHEREAS, Section 6.02 states that the Town will conduct a cost-of-service study to identify the full cost of providing a service for which fees are charged; and

WHEREAS, Section 6.04, states that the Town shall establish cost allocation models to determine the administrative service charges due to the appropriate operating fund for overhead and staff support provided to another fund; and

WHEREAS, Town staff issued a Request for Proposals on April 9, 2025 for cost allocation plan and fee study consultant services; and

WHEREAS, as of the proposal submission date of May 5, 2025, the Town received three proposals; and

WHEREAS, Staff has evaluated the three (3) proposals and recommends that Willdan Financial Services be awarded the contract for cost allocation plan and fee study consultant services.

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

The Town Council hereby awards an agreement for cost allocation plan and fee study consultant services in the not-to-exceed amount of \$39,760 and authorizes the Town Manager to execute said agreement.

PASSED AND RESOLVED by the Town Council of the Town of Monument, El Paso County, Colorado, this 16th day of June 2025 by a vote of ____ for and ____ against.

TOWN OF MONUMENT

Mitch LaKind, Mayor

ATTEST:

Tina Erickson, Town Clerk



**PROFESSIONAL SERVICES AGREEMENT FOR
COST ALLOCATION AND FEE STUDY CONSULTANT SERVICES
BETWEEN**

**TOWN OF MONUMENT
and
WILLDAN FINANCIAL SERVICES**

THIS SERVICES AGREEMENT ("Agreement") is made and entered into the most recent day and year set forth below by and between the **TOWN OF MONUMENT**, a home-rule municipality organized under the laws of the State of Colorado ("Town"), whose mailing address 645 Beacon Lite Road, Monument, CO 80132, and **WILLDAN FINANCIAL SERVICES** ("Contractor"), whose mailing address is 3190 South Vaughn Way, Suite 550, Aurora, Colorado, 80014. The Town and the Contractor are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

WITNESSETH:

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

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

2. Time of Commencement and Completion of Services. The services to be performed pursuant to this Agreement shall be initiated no later than July 7, 2025 and completed no later January 31, 2026. Any modifications to such deadlines must be agreed upon in writing by the Parties prior to the applicable deadline.

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

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

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

5. Compensation. In consideration of the services to be performed pursuant to this Agreement, the Town agrees to pay the Contractor the amounts set forth in Exhibit A. Total compensation shall not exceed Amount of \$39,760 in Exhibit A. The Town shall provide no benefits to the Contractor other than the compensation stated above. The Contractor shall bill its charges to the Town periodically, but no more frequently than once a month.

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

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

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

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

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

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

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

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

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

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

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

13. Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

14. Intentionally Deleted.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signature Pages Follow]

TOWN:

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

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

CONTRACTOR:

WILLDAN FINANCIAL SERVICES

By:  _____
Name: **Chris Fisher** _____
Title: **Vice President/Director** _____
Date: **June 5, 2025** _____

EXHIBIT A
SCOPE OF SERVICES AND COMPENSATION

A. Cover Letter

May 5, 2025

Ms. Jennifer Phillips
Director of Finance
Town of Monument
645 Beacon Lite Road
Monument, CO 80132

Re: Proposal in Response to RFP No: 25-002 – Cost Allocation Plan and User Fee Study

Dear Ms. Phillips;

Now more than ever municipalities like the Town of Monument (“Town”) face the challenge of doing more with less. ***Accounting for direct costs, as well as indirect overhead support to operating groups, revenue funds and enterprises is a key component in understanding the true costs incurred by the Town for providing services to its community. Creating a defensible Cost Allocation Plan methodology for this purpose also facilitates the development of general and OMB federally compliant burdened personnel rates that allow the Town to recover costs associated with State and Federal Grants and Town projects.*** This proposed study is an important element of a broader strategy of providing information that policymakers need to clearly understand as they make cost recovery and fee-setting decisions. Recognizing this, the Town is requesting proposals for a Cost Allocation Plan (CAP”) and a User Fee Study.

Extensive Regional Experience with Similar Work and Tested Approach — Willdan Financial Services (“Willdan”) maintains extensive recent and local experience with these types of studies in Colorado and throughout the country. ***We have successfully developed Cost Allocation Plans and comprehensive User Fee Studies***, with objectives very similar to those outlined in the Town’s RFP, specifically tailored for cities in Colorado and around the Country. Our local experience enables us to bring valuable perspective and insight into other local cities’ approaches and policies related to treatment of overhead costs, cost allocation, calculating the cost of providing services and developing fees. Recent and ongoing studies include the ***Cities of Aurora, CO; Boulder, CO; Brighton, CO; Commerce City, CO; Mesquite, TX; Coppell, TX; DeSoto, TX; Missouri City, TX; Amarillo, TX; Burbank, CA; West Hollywood, CA; Napa, CA; Monterey, CA; and Irvine, CA.***

To demonstrate this experience highlighted below are the following advantages that Willdan would bring to the Town:

Unique Combination of Services and Expertise/Public Engagement — Willdan is a team of 80 professionals who provide essential financial consulting services throughout the United States. Willdan has provided the requested services to municipal clients for two decades; and is the only firm providing these types of consulting services that also ***has a long history of providing contract staff support to public agencies for the delivery of municipal services.*** This direct experience as “agency staff” provides us with firsthand understanding of Town operations and is uniquely useful in determining the full effort associated with service delivery.

Collaborative Approach and User-friendly Models and Reports — Willdan prides itself on working closely with Town Staff to develop an approach that is targeted toward your specific objectives and accounts for your reality.

We ***do not*** use a proprietary software package, but rather create user-friendly Excel-based models that the Town can retain and

conduct our analysis and develop the model collaboratively with Town Staff, working iteratively to adjust the model as much as needed to ensure Staff understands the approach and the results, and is satisfied with the outcome.

Rather than using an inflexible proprietary software program, we construct our models from the ground up, mirroring the Town’s budget format wherever possible.

Our Cost Allocation methodologies and models have been recently reviewed and approved by the US Army and the US Department of Housing and Urban Development, providing evidence of our thorough and defensible approach to the development of Cost Allocation strategies and fully burdened personnel rates for grant reimbursement.

Our Cost Allocation Model is straightforward and intuitive and includes both the full-cost and OMB-cost approaches in one streamlined presentation. The data and analysis is contained in one model, with a simple toggle to switch from one approach to the other.

Willdan will work with the Town to create models that provide the benefit of a fresh approach and new perspectives.

As a result, **the information contained in our models is easy for Town Staff to interpret, and the familiar software ensures ease of navigation.** This also allows for easy on-the-fly adjustments and updates, inclusion of updated budgets, or changes in organizational structure.

Our model and project approach are geared toward delivering work on schedule and presenting results at public meetings and Town Council workshops. The Willdan Team is experienced at communicating complex analytical results in a manner that is easy to understand by non-finance-oriented individuals and facilitates discussion. We have coordinated or participated in numerous public and staff workshops regarding fees and cost of service-based charges.

Our objective is to provide useful, detailed information to the Town Council and Town Staff, so that they have the information necessary to make important decisions. Our experience ensures that we can meet this objective. Whether policymakers are considering subsidizing or increasing fees, the process may be subject to public discussion among Town Council members and community stakeholders.

I, Chris Fisher, will serve as the Primary Contact person for this proposal; as an officer of the firm, I am authorized to bind Willdan Financial Services. My contact information is provided in the table below:

Contact Information
Principal-in-Charge
Chris Fisher
Director / Vice President
3190 South Vaughn Way, Suite 550, Office 523, Aurora, CO 80014
Tel#: (800) 755-6864 Email: CFisher@Willdan.com
https://www.willdan.com/solutions/financial-consulting

We are excited about this opportunity to use our skills and expertise to assist the Town of Monument.

Sincerely,

WILLDAN FINANCIAL SERVICES



Chris Fisher
Director / Vice President

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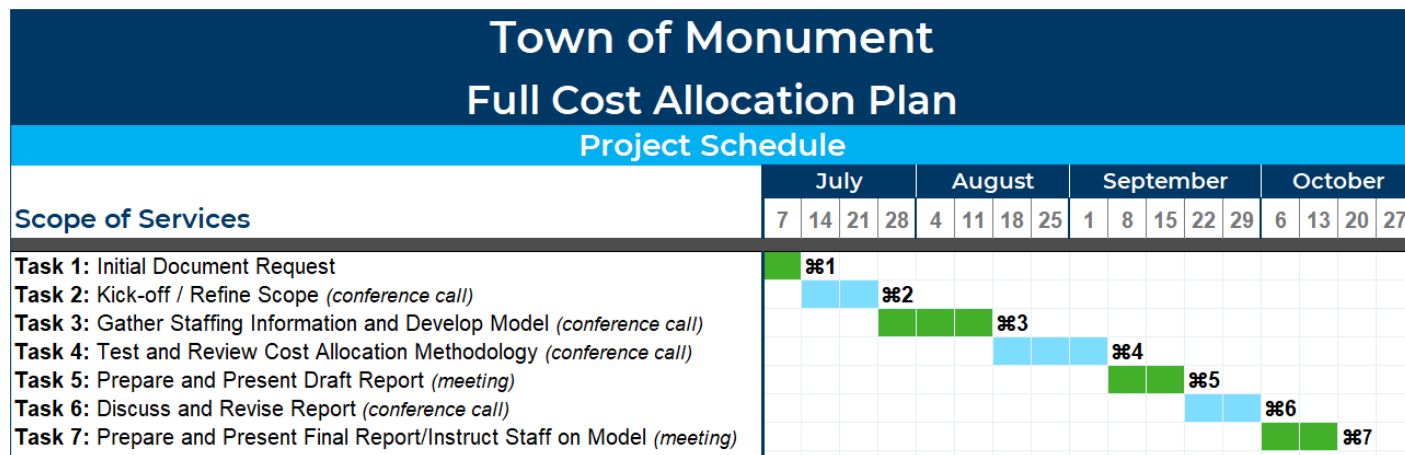
E. COMMENTS AND EXCEPTIONS TO THE PSA12

F. AUTHORIZED SIGNATURE12

B. Schedules

Willdan understands that time is of the essence for the Town to begin this engagement. The proposed schedule can only be met with the cooperation of Town staff. Delays in responding to our requests for data and review will result in corresponding delays to the project schedule. If that is the case, we will notify the Town immediately of the possible impact on this schedule.

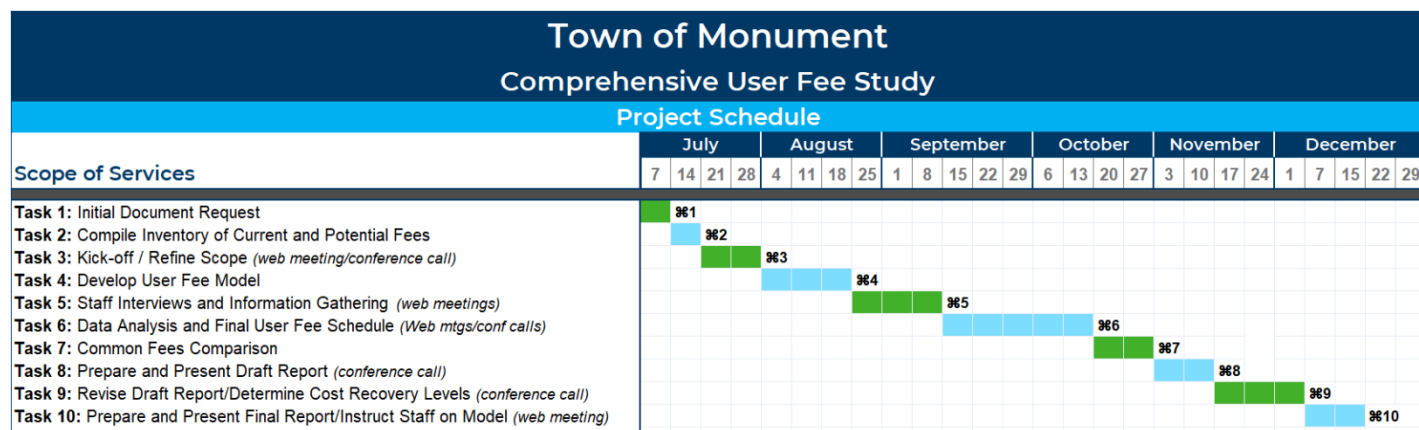
Full Cost Allocation Plan



Deliverables:

- | | |
|--|---|
| ☞1: Information Request | ☞5: Draft Report |
| ☞2: Revised Project Scope and Schedule (if needed) | ☞6: Revised Draft Report/Final Report |
| ☞3: User-friendly Model in Microsoft Excel | ☞7: Final Report – Hard and Electronic Copies |
| ☞4: Draft Cost Allocation Plan Model Review | |

Comprehensive User Fee Study



Deliverables:

- | | |
|--|--|
| ☞1: Information Request | ☞6: Draft Fee and Rate Model Review |
| ☞2: Draft List of Current Fees | ☞7: Common Fee Comparison |
| ☞3: Revised Project Scope and Schedule (if needed) | ☞8: Draft Report |
| ☞4: User-friendly Model in Microsoft Excel | ☞9: Revised Draft Report/Final Report |
| ☞5: Time Surveys and Draft Full Cost Recovery Fees | ☞10: Final Report – Hard and Electronic Copies |

C. Cost Proposal

Full Cost Allocation Plan

Willdan proposes a **fixed fee of \$10,790 for the Cost Allocation Plan**. The table below provides a breakdown of the fee to complete each study by task and project team member.

Town of Monument Full Cost Allocation Plan							
Fee Proposal							
	C. Fisher Principal-in- Charge	T. Thrasher Project Manager	P. Patel Senior Analyst	S. Labitan Analytical Support	R. Quaid QA/Tech Advisor	Total	
	\$ 310	\$ 270	\$ 150	\$ 135	\$ 270	Hours	Cost
Scope of Services							
Task 1: Initial Document Request	-	-	0.5	1.0	-	1.5	\$ 210
Task 2: Kick-off /Refine Scope	-	1.0	1.0	-	-	2.0	420
Task 3: Gather Staffing Information & Develop CAP Model	0.5	2.0	4.0	12.0	0.5	19.0	3,050
Task 4: Test and Review Cost Allocation Methodology	0.5	2.0	4.0	4.0	1.0	11.5	2,105
Task 5: Prepare and Present Draft Report	0.5	2.0	2.0	8.0	0.5	13.0	2,210
Task 6: Discuss and Revise Report	0.5	1.0	3.0	4.0	-	8.5	1,415
Task 7: Prepare and Present Final Report/Instruct Staff on Model	-	4.0	2.0	-	-	6.0	1,380
Total – Cost Allocation Plan	2.0	12.0	16.5	29.0	2.0	61.5	\$ 10,790

Comprehensive User Fee Study

Willdan proposes a **fixed fee of \$28,970 for the User Fee Study**. The table below provides a breakdown of the fee to complete each study by task and project team member.

Town of Monument Comprehensive User Fee Study							
Fee Proposal							
	C. Fisher Principal-in- Charge	T. Thrasher Project Manager	P. Patel Senior Analyst	S. Labitan Analytical Support	R. Quaid QA/Tech Advisor	Total	
	\$ 310	\$ 270	\$ 150	\$ 135	\$ 270	Hours	Cost
Scope of Services							
Task 1: Initial Document Request	-	-	0.5	1.0	-	1.5	\$ 210
Task 2: Compile Inventory of Current and Potential Fees	-	0.5	1.0	1.0	-	2.5	420
Task 3: Kick-off /Refine Scope	-	1.0	1.0	-	-	2.0	420
Task 4: Develop User Fee Model	0.5	2.0	4.0	12.0	1.0	19.5	3,185
Task 5: Staff Interviews and On-site Information Gathering	-	4.0	8.0	4.0	-	16.0	2,820
Task 6: Data Analysis and Final Fee and Rate Schedule	1.0	6.0	36.0	40.0	1.0	84.0	13,000
Task 7: Common Fees Comparison	-	2.0	3.0	10.0	-	15.0	2,340
Task 8: Prepare and Present Draft Report	1.0	2.0	3.0	8.0	1.0	15.0	2,650
Task 9: Revise Draft/Determine Cost Recovery Levels	1.0	4.0	4.0	3.0	-	12.0	2,395
Task 10: Prepare and Present Final Report/Train Staff on Model	-	4.0	3.0	-	-	7.0	1,530
Total – Comprehensive User Fee Study	3.5	25.5	63.5	79.0	3.0	174.5	\$ 28,970

Notes

- Our fee includes all direct expenses associated with the project.
- Additional meetings will be conducted for an additional fee of \$1,900.
- We will invoice the Town monthly based on percentage of project completed.
- Additional services or meetings may be authorized by the Town and will be billed at our then-current hourly overhead consulting rates.
- Town shall reimburse Willdan for any costs Willdan incurs, including without limitation, copying costs, digitizing costs, travel expenses, employee time and attorneys' fees, to respond to the legal process of any governmental agency relating to Town or relating to the project. Reimbursement shall be at Willdan's rates in effect at the time of such response.
- Willdan will rely on the validity and accuracy of the Town's data and documentation to complete the analysis. Willdan will rely on the data as being accurate without performing an independent verification of accuracy and will not be responsible for any errors that result from inaccurate data provided by the client or a third party.

Hourly Staffing Rates

Additional services may be authorized in writing by the Town and will be billed at our then current hourly consulting rates. Our current hourly rates are identified in the table below.

Willdan Financial Services Hourly Rate Schedule		
Position	Team Member	Hourly Rate
Vice President / Director	Chris Fisher	\$310
Managing Principal		\$300
Principal Consultant	Tony Thrasher Bob Quaid	\$270
Senior Project Manager		\$250
Project Manager		\$210
Senior Project Analyst	Priti Patel	\$150
Senior Analyst	Samantha Labitan	\$135
Analyst II		\$120
Analyst I		\$110

D. Statement of Qualifications

i. Company Information

The requested information is noted in the table below.

Willdan Financial Services	
Company Information	
a) Organization	- Thomas D. Brisbin, Chairman of the Board - Mark J. Risco, President & CEO - Creighton K. Early, Chief Financial Officer, Treasurer - Robert C. Fisher, Vice President – Group Director - Gladys Ceballos, Vice President – Group Director - Jason Gray, Vice President - Dan V. Jackson, Vice President - Jeffrey McGarvey, Vice President - Josephine Moses, Vice President - Michael Vasquez, Vice President - Kate Nguyen, Secretary - Cathaleen D. Steele, Assistant Secretary - Rebekah L. Smith, Assistant Secretary
b) Time in Business	Willdan Financial Services, established in 1988, is a division of Willdan Group, Inc. (WGI), a publicly traded company that has been providing professional services since 1964.
c) Number of Employees	Willdan Financial Services employs a team of approximately 100 professionals dedicated to delivering specialized financial consulting services to public agencies.
d) Firm Project Volume	We currently manage a steady volume of projects with annual revenues in the millions of dollars. Our operations are scalable, and we have the capacity to accommodate increased demand while maintaining quality and efficiency. We are happy to discuss more specific figures under NDA if required.
e) Colorado Project Volume	Our Colorado office manages an average of 25 - 30 projects annually. While annual revenue from these projects varies based on scope and client needs, we would be happy to discuss specific figures in more detail once under contract.
f) Key Differentiators	Our unique qualifications are highlighted on the following pages.

Firm Profile

Willdan Financial Services, a Corporation, is an operating division within Willdan Group, Inc. (WGI), which was founded in 1964 as an engineering firm working with local governments. Today, WGI is a publicly traded company (WLDN). WGI, through its divisions, provides professional technical and consulting services that ensure the quality, value and security of our nation’s infrastructure, systems, facilities, and environment. The firm has pursued two primary service objectives since its inception—ensuring the success of its clients and enhancing its communities.

A financially stable company, Willdan has over 1,600 employees working in more than a dozen states across the U.S. Our employees include a number of nationally recognized Subject Matter Experts for all areas related to the broadest definition of connected communities—*five of whom are committed to contribute their expertise throughout the duration of the Town of Monument’s Cost Allocation Plan engagement.*

We have solved economic, engineering and energy challenges for local communities and delivered industry-leading solutions that have transformed government and commerce. Today, Willdan is leading our clients into a future accelerated by change in resources, infrastructure, technology, regulations, and industry trends.

Willdan Financial Services

Established on June 24, 1988, Willdan Financial Services, is a national firm and is one of the largest public sector economic and financial analysis consulting firms in the United States. Since that time, we have helped over 800 public agencies successfully address a broad range of infrastructure challenges.

Our staff supports our clients by conducting year-round workshops and on-site training to assist them in keeping current with the latest developments in our areas of expertise. Willdan assists local public agencies by providing the following services:

Willdan Financial Services	
Services Provided	
▪ Cost allocation plan studies; ▪ User fee studies; ▪ Utility rate and cost of service studies; ▪ Real estate economic analysis; ▪ Municipal advisory services; ▪ District administration services; ▪ Property tax audits; ▪ Economic development strategic plans;	▪ Development impact fee establishment and analysis; ▪ Tax increment finance district formation and amendment; ▪ Feasibility studies; ▪ Housing development and implementation strategies; ▪ Arbitrage and continuing disclosure services; ▪ Debt issuance support; and ▪ Long-term financial plans and cash flow modeling.



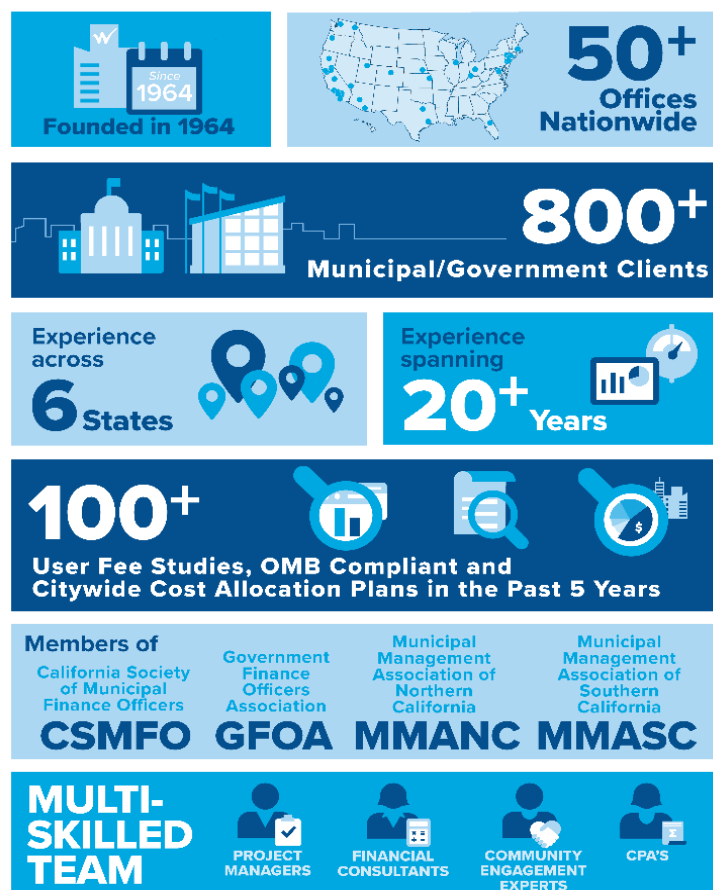
Professional Expertise

Willdan's proven and successful track-record conducting user fee studies and cost allocation plan services for public agencies dates to 1998. Since that time, we have developed the expertise to successfully integrate this service into the Financial Consulting Services group's primary functions.

Willdan has extensive experience with a range of fee studies and the typical pros, cons, and challenges, both in implementation and management. Willdan will bring its expertise to the Town's process of considering financial, practical, and policy issues in deciding on its future fee program.

Willdan is a team of professionals who provide essential financial consulting services throughout the USA. Our direct experience as "agency staff" provides us with firsthand understanding of Town operations and is uniquely useful in determining the full effort associated with service delivery and in developing a fee schedule that is easy to communicate and implement.

Our record of success within the industry provides assurance of the professionalism and capability we will bring to this engagement.



Colorado Experience

We have an in-depth knowledge of the Colorado market, having assisted multiple agencies address a broad range of economic and financial consulting matters, including user fee and cost allocation studies, utility rate studies, impact fee studies, and fiscal impact analysis studies. Willdan will leverage this knowledge, and our network within Colorado, to deliver an innovative and interactive cost allocation plan, to guide Town of Monument Staff.

Project Dedication

Willdan has assembled a project team of five (5) subject matter experts within the Financial Consulting Services group, to conduct the Town of Monument Cost Allocation Plan study engagement. This team has coordinated or participated in numerous public stakeholder and staff workshops regarding fees and cost of service-based charges.

Staff Stability

Mr. Fisher has been assigned to serve as the Town's representative; he has been selected for this role due to his extensive experience, which includes the preparation and supervision of numerous fee studies, as well as his experience presenting to governing bodies, stakeholders, and industry groups.

The Financial Consulting Services group is made up of 30 professionals who can be called upon as needed; we are confident that our team possesses the depth of experience that will successfully fulfill the desired work performance.

It is important to note that Mr. Fisher has been with Willdan for more than 25 years, ensuring the Town of Monument of continuity and dedication in staffing during the completion of the project.

ii. Similar Studies

Provided in the table below is an abbreviated, to meet the page limit guidelines, list of the public agencies in which similar services are currently in progress, or have been completed, in the previous five years.

Willdan Financial Services Abbreviated Five Year Cost Allocation Plan and User Fee Study Experience	
Client	Project Description
City of Amarillo, TX	Cost Allocation Plan
City of Arcadia, CA	Cost Allocation Plan and Comprehensive User Fee Study
City of Arroyo Grande, CA	Cost Allocation Plan, OMB Compliant Plan, User Fee Study
City of Arvin, CA	Cost Allocation Plan
City of Aurora, CO	Cost Allocation Plan and Comprehensive User Fee Study
City of Barstow, CA	Cost Allocation Plan
City of Bedford, TX	Cost Allocation Plan
City of Bellflower, CA	Cost Allocation Plan, OMB Compliant Plan, User Fee Study and Development Impact Fee Study
City of Brighton, CO	Cost Allocation Plan
City of Boulder, CO	Cost Allocation Plan
City of Burbank, CA	Comprehensive User Fee Study
City of Canyon Lake, CA	Comprehensive User Fee Study & EMS User Fee Study
City of Capitola, CA	Cost Allocation Plan and Comprehensive User Fee Study
City of Cave Creek, AZ	Cost Allocation Plan and Comprehensive User Fee Study
City of Chino Hills, CA	Cost Allocation Plan and Comprehensive User Fee Study, and Updates
City of Claremont, CA	Cost Allocation Plan and User Fee Study
City of Clermont, FL	Building & Safety Department User Fee Study
City of Coachella, CA	Cost Allocation Plan and Comprehensive User Fee Study
City of Commerce City, CO	Comprehensive User Fee Study and Development Impact Fee Study
City of Coppell, TX	Full Cost Allocation Plan
City of Corona, CA	Cost Allocation Plan and Comprehensive User Fee Study
City of Coronado, CA	Full Cost Allocation Plan and EMS User Fee Study
City of DeSoto, TX	Comprehensive User Fee Study
City of Diamond Bar, CA	Cost Allocation Plan and Comprehensive User Fee Study
City of Encinitas, CA	Development Services User Fee Study and Cost Allocation Plan and Updates
City of Fountain Hills, AZ	Comprehensive User Fee Study
City of Fullerton, CA	Community Development Department User Fee Study and Fire Department User Fee Study
City of Georgetown, TX	Cost Allocation Plan
City of Gilroy, CA	Cost Allocation Plan, OMB Compliant Plan, and Comprehensive User Fee Study & 2023 CPI Updates
City of Hollister, CA	Planning User Fee Study
City of Indian Wells, CA	Comprehensive User Fee Study & Updates
City of Irvine, CA	Cost Allocation, OMB Compliant Plan, Comprehensive User Fee Study, and Building & Safety Fee Update
City of Los Angeles, CA	Building & Safety User Fee Study
City of McFarland, CA	Cost Allocation Plan and Utility Rate Study
City of Manhattan Beach, CA	Full Cost Allocation Study, OMB Compliant Plan, and User Fee Study
City of Manteca, CA	Cost Allocation Plan and Comprehensive User Fee Study
City of Melissa, TX	Cost Allocation Plan and Comprehensive User Fee Study
City of Mesquite, TX	Cost Allocation Plan and OMB Compliant Plan, and Updates
City of Mission Viejo, CA	Comprehensive User Fee Study and Cost Allocation Plan, and Updates
City of Missouri City, TX	Full and OMB Compliant Cost Allocation Plan and User Fee Study
City of Monterey, CA	Cost Allocation Plan and Indirect Cost Rate
City of Mountain View, CA	Cost Allocation Plan and Comprehensive User Fee Study
City of Murrieta, CA	Comprehensive User Fee Study, Cost Allocation Plan, and OMB Compliant Plan and Updates
City of Napa, CA	Comprehensive User Fee Study, Cost Allocation Plan, and OMB Compliant Plan

Willdan Financial Services	
Abbreviated Five Year Cost Allocation Plan and User Fee Study Experience	
Client	Project Description
City of National City, CA	Cost Allocation Plan, OMB Compliant Cost Allocation Plan, User Fee Study, and ISF Allocation Study
City of Norco, CA	Cost Allocation Plan, OMB Compliant Plan, User Fee Study and Development Impact Fee Study
City of North Port, FL	User Fee Study
City of Oroville, CA	Cost Allocation Plan and Updates
City of Oviedo, FL	Cost Allocation Plan
City of Palm Desert, CA	Cost Allocation Plan and Comprehensive User Fee Study, and Updates
City of Palm Springs, CA	Cost Allocation Plan and Comprehensive User Fee Study
City of Patterson, CA	Comprehensive User Fee Study, Full and OMB Compliant Cost Allocation Plan
City of Paramount, CA	Cost Allocation Plan and Comprehensive User Fee Study
City of Petaluma, CA	Cost Allocation Plan, User Fee Study, CIP Admin Rate & Work Order Rate Analysis, Hourly Overhead Rates, and ISF Allocation Study, and Updates
City of Pismo Beach, CA	Cost Allocation Plan, OMB Compliant Plan, and User Fee Study
City of Pittsburg, CA	User Fee Study and Cost Allocation Plan, and Updates
City of Pleasant Hill, CA	Cost Allocation Plan, OMB Compliant Plan, and User Fee Study
City of Pomona, CA	Master Fee Schedule Update and Development Impact Fee Review
City of Richmond, CA	Cost Allocation Plan, OMB Compliant Plan, User Fee Study and Development Impact Fee Study
City of Rosemead, CA	Cost Allocation Plan, OMB Compliant Plan, User Fee Study and Development Impact Fee Study
City of St. Helena, CA	Cost Allocation Plan, OMB Compliant Plan, User Fee Study and Development Impact Fee Study, and Updates
City of San Fernando, CA	Cost Allocation Plan, OMB Compliant Plan, User Fee Study and Development Impact Fee Study, and Updates
City of San Jacinto, CA	Cost Allocation Plan, OMB Compliant Plan, User Fee Study and Development Impact Fee Study
City of San Luis, AZ	Cost Allocation Plan
City of San Marcos, CA	Cost Allocation Plan, Indirect Cost Rate Studies and Comprehensive Citywide User Fee Study
City of Santa Cruz, CA	Citywide Overhead Cost Allocation Plan, Santa Cruz Library Cost Allocation Plan, and Fleet and Facility Services Cost Allocation Plan, and Updates
City of Santa Paula, CA	Cost Allocation Plan, OMB Compliant Plan, User Fee Study and Development Impact Fee Study
City of Sausalito, CA	User Fee Study and Development Impact Fee Study
City of Sierra Madre, CA	Comprehensive User Fee Study, Full and OMB Compliant Cost Allocation Plan
City of Solana Beach, CA	Cost Allocation Plan and Comprehensive User Fee Study
City of Tamarac, FL	Building & Safety Department User Fee Study
City of Temple, TX	Comprehensive User Fee Study
City of Tustin, CA	Comprehensive User Fee Study, and Updates
City of West Hollywood, CA	Cost Allocation Plan and User Fee Study, and Updates
City of West Sacramento, CA	Full & OMB Cost Allocation Plan and Comprehensive User Fee Study, and Updates
County of Mono, CA	Comprehensive User Fee Study
County of Placer, CA	Land Development Fee Study
Housing Authority of the City of Alameda, CA	Cost Allocation Plan and Updates
Housing Authority of the County of San Bernardino, CA	Cost Allocation Plan and Updates
Navada Irrigation District, CA	Cost Allocation Plan and Updates
Placer County Water Agency, CA	Cost Allocation Plan and Overhead Rate Study
Town of Apple Valley, CA	Cost Allocation Plan
Town of Paradise Valley, AZ	Master User Fee Study
Town of Sunnyvale, TX	Comprehensive User Fee Study

iii. Project Specific Information

Project Understanding

Willdan Financial Services (“Willdan”) understands that the Town of Monument (“Town”) is seeking a Comprehensive User Fee Study and Cost Allocation Plan (CAP). ***The primary objectives of the User Fee Study will be to calculate the full (100%) cost of providing Town services for which user fees are charged,*** to ensure the Town is accurately accounting for the true cost of providing services by various departments and provide recommendations for the setting of fees that account for Town policy and subsidy objectives. ***The CAP will provide a valid basis for calculating and administering comprehensive overhead rates and support the objectives of the User Fee Study by developing a thorough and defensible allocation of costs associated with the provision of indirect overhead support services to operating departments and activities who provide direct services to end users who pay fees.*** This ensures that the full cost of services calculated in the User Fee Study includes provision for those indirect costs.

We understand that the Town does not currently have a CAP, and hasn’t completed a comprehensive fee study since 2016. Since that last fee study, the Town has undergone significant changes in organizational structure and service delivery models. Based on guidance from the Town, Willdan’s overall objective is to provide recommendations to the Town for ***updated and/or new fees that recover the cost of providing various services to the community to the best extent possible, to reduce the burden on the General Fund of paying for them.*** We will evaluate the structure of fees related to development and the methodology by which total fee burdens are calculated and charged for new projects, to ensure the amount of revenue collected is appropriate, and reflects, but does not exceed, the aggregate cost of providing the services. Finally, we will provide the models for both the Cost Allocation Plan and the User Fee Study for the Town at the completion of the engagement.

Given our experience, we have a clear understanding of the issues and concerns that are encountered with this type of project, and more importantly, how to address and overcome them and meet the Town’s objectives.

Key Town matters and objectives that are addressed within our scope of services include the following:

- Meeting with Town Staff to review existing fee schedules, conduct interviews and gather information necessary to understand the processes, operations, structure and staffing necessary for the Town to provide services for which fees are charged, as well as the method by which fees are calculated and charged to applicants;
- Conducting analysis that clearly identifies the full (100%) cost of providing services for which fees are charged, and ensuring that there is a reasonable relationship between these costs, the services being provided, and the recipients of these services – ***all to support compliance with federal guidelines;***
- Developing a well-documented Cost Allocation Plan for both full and OMB compliant purposes, that can be used to calculate hourly rates for federal and/or state grants, which is flexible and able to accommodate changes in Town structure, staffing and processes going forward, and which allows for inflation adjustments;
- Comparing costs of providing services with current cost recovery levels and evaluating and adjusting fees and charges to ensure they align with the cost of the services being provided by the Town;
- Identifying and evaluating opportunities to develop and implement fees for services being provided for which fees don’t currently exist;
- Working with Town Staff, and recommending approaches for incorporating input from Town Management and the public where feasible and appropriate, to assist in developing policies and meaningful recommendations for fee setting and subsidies where charging fees that represent full cost recovery may not be reasonable for policy or political reasons;
- Providing the Town with models that incorporate data and information used in developing updated fees, and allows for updates for CPI, new added personnel, updated time estimates and volumes, or other factors as necessary; and
- Preparing a report that clearly describes the process and methodology by which fees were developed, identifies services for which fees are charged, the cost of those services, current and recommended cost recovery levels, and fee amounts, and presenting the results in a way that is readily understood by decision makers.

The end products will include user-friendly Excel-based models, which Town staff will retain, and which can be easily updated to add or remove services and/or costs, update budgets in future years, determine the proper allocation of expenditures, and on-going full cost of services provided by the Town. Most importantly, we will ensure that the results and recommendations are clear and understandable, defensible, and easily implementable.

We will meet directly with departmental representatives at the Town at the beginning of the project, to discuss the approach and process for the studies. Discussions will include ways to combine tasks and efforts among the cost allocation plan and user fee study components to maximize efficiencies and ensure adherence to specified timelines.

The completion of a CAP is a key component and first step in the analysis necessary to calculate the cost of providing services. ***A well thought out CAP ensures that indirect costs associated with central overhead services, such as finance, human resources, or Town Clerk, are appropriately allocated to operating departments, and ultimately included as a cost component of fees for services.*** We will work collaboratively with Town staff to identify the overhead support services that are provided to operating departments in the Town and develop a fair and defensible means of allocating these costs.

Our unique model allows us to provide a CAP that will also be compliant with 2 CFR Part 200 Federal regulations related to cost reimbursement and grant funding, formerly known as OMB A-87 and 2 CFR Part 225 guidelines, which have now been superseded by the Omni Circular. The new circular did not completely overhaul the guidelines, and the intent is still the same, but it did add new limitations to consider and incorporate into a compliant CAP.

For the Comprehensive User Fee Study, we will work directly with personnel at the Town who provide services and interact directly with residents and customers, to understand the personnel and procedures involved. By carefully examining these processes, we will be able to identify associated costs such as direct staff costs (salaries and benefits) associated with personnel involved in the activities, and appropriate overhead allocations from both the department and Town levels.

For a successful and effective engagement, it is important to have a thorough understanding of specific Town policies and objectives, the structure and organization of the Town, and the relationships between the central and operating departments. We bring years of successful experience working directly with hundreds of cities throughout Colorado, Arizona, and California.

Willdan possesses the resources, practical experience, creative thinking, and collaborative consulting skills necessary to complete this important project. ***Key distinct advantages that Willdan brings to the Town include the following:***

Public Engagement

Our models and project approach are geared toward delivering our work on schedule and presenting our analysis results at public meetings and Council workshops. While we understand that the Town Council and local business community may be generally supportive of increasing fees where necessary, it will be important to present recommendations to them in a way that clearly demonstrates the rationale and supporting analysis.

The Willdan Team is experienced at communicating complex analytical results in a manner that is easy to understand by non-finance-oriented individuals and facilitates discussion. Our proposed principal-in-charge for this engagement has coordinated or participated in numerous public and staff workshops regarding fees and cost of service-based charges. As previously mentioned, our objective is to provide useful, detailed information, and present recommendations to the Town Council and public in a way that clearly demonstrates the rationale and supporting analysis. Our experience ensures that we can meet this objective.

User-friendly Models and Reports

Willdan prides itself on creating user-friendly Excel-based models that the Town can retain and ***conducting our analysis and developing the models collaboratively with Town staff.*** With Town staff's immediate input and collaboration, Willdan will design extremely flexible, intuitive Excel-based models.

The model will be developed to allow the Town to run "what-if" scenarios to address possible changes in staffing levels, working hours, etc.

In the future, as the Town assumes new responsibilities, modifies existing processes, and/or eliminates unnecessary services or programs, the models will be capable of adding or deleting funds, objects, departments, programs, staff positions, and activities.

Willdan understands that issues facing the Town are unique; consequently, we design our models to match your immediate and desired needs to ensure that end-results exceed staff expectations rather than using an inflexible proprietary software. ***These models are then the Town's to retain, after our services are completed, and allows for the creation of revenue projections, highlighting potential new revenues, and levels of subsidy.***

A key element of these studies is presenting results and recommendations in a straightforward manner, which allows Council and staff to confidently make fee setting policy decisions and understand the impacts of those decisions. Rather than using an inflexible proprietary software program, we construct our models from the ground up, as previously discussed, mirroring the Town's budget format wherever possible. As a result, the information contained in our models are easy for Town staff to interpret, and the familiar software ensures ease of navigation. As the models are being designed and constructed, we will work together with Town staff to determine the best and most effective features to include.

After the project is completed, we will provide training, so that staff can independently and efficiently evaluate the effects of changes in certain factors. Created directly from the models, our reports clearly and graphically illustrate the full cost recovery level of fee programs and provide projections of revenue from fee programs.

Project Methodologies

The following describes our proposed approach, and work plan to prepare a Cost Allocation Plan and Comprehensive User Fee Study.

Cost Allocation Plan Methodology

The purpose of this cost allocation plan engagement is to ensure that the Town of Monument is maximizing the recovery of indirect costs from identified operating departments, as well as enterprise and other chargeable funds and capital projects. ***Furthermore, a sound cost allocation plan is a foundational element of a user fee study, ensuring that the full cost of providing services that is calculated for setting fees includes provision for internal overhead support.***

The Cost Allocation Plan is also integral in the development of internal hourly rates, including CIP billing rates. We will work closely with staff in identifying the proper balance of allocation factors appropriate for the Town.

To achieve the maximum cost recovery objective, the Town must have a method of identifying and distributing administrative costs that is fair, comprehensive, well documented, and fully defensible. A cost allocation plan coupled with comprehensive overhead rates will enable the Town to achieve this goal.

The allocation models utilize an iterative method which is the most accurate allocation methodology. Unlike a direct or "step-down" methodology, an iterative method uses the chosen distribution bases and allocates central service costs iteratively until all allocable costs have been distributed. Using this method, the model can detail the allocation for each central function individually for complete transparency and accountability, while removing bias that might result from the order in which allocations occur in a step-down approach. A direct methodology is essentially a one-iteration methodology, while a step-down method is typically only two iterations and is less precise and unable to accurately track the allocations from start to finish.

Approach for Managing the Project

Willdan's "hands-on" supervision of Cost Allocation Plan studies, include the following methods:

- **Effective Project Management** — Principal-in-Charge Chris Fisher will manage the entire project with an eye toward high responsiveness, while ensuring that all stakeholders are "on board" with the direction of the project, as well as with the final results. Mr. Fisher will ensure that regular status updates are provided to Town staff, conference calls are scheduled, and that in-person meetings are conducted (as necessary).
- **Adherence to Time Schedule** — Willdan recognizes that the use of "timelines" is highly effective in meeting all required deadlines. To keep the project on schedule, there are several tasks that must be completed in a timely manner. Therefore, we will present a project timeline at the kick-off meeting that should be closely followed.

Although the establishment of an experienced project team and a detailed project timeline work extremely well in general, Willdan understands that outside influences can create uncontrollable situations for everyone involved in the project. In rare circumstances like these, our team quickly adapts to changes and communicates our recommended schedule adjustments to the Town.

Approach in Communicating with the Town

Willdan staff is accustomed to interfacing with local government councils, boards, staff, community organizations, and the public in general in a friendly and helpful manner; we are always mindful that we represent the public agency. We are sensitive to the need of delivering a quality product, with the highest level of service and professionalism.

Therefore, as the work on the project progresses, we understand that it will be necessary for our staff to work closely with you and Town personnel. To accomplish this, we employ a variety of tools, including monitoring project status and budget costs; and ensuring effective communication through several options that are based on the Town's preferences.

Experience with Development Service Processes

A unique aspect of our firm is our relationship with our Engineering Division. For many agencies throughout Colorado, California, Texas, and Florida and other Western states, this division provides contracted services in planning, engineering, and building and safety. When conducting cost recovery studies, we regularly consult with our engineering and land-development staff of experts on development-related issues. By working with our planners, engineers, and building officials, we understand development-related agency service procedures and workflow functions, which often make the entire user fee study process smoother for your staff.

Comprehensive User Fee Study Methodology

To comprehensively update fees, the Town should develop a comprehensive user fee schedule that accurately accounts for the true cost of providing services. Once the study is complete, the fee study model must be flexible so that the Town can add, delete, and revise fees in the future. To meet this goal, we will bring our expertise and unique perspectives to your fee study by approaching the project with these three principles:

1) Defensibility

Our user fee projects have not been legally challenged since the inception of this practice area in our firm. We have accomplished this by closely working with legal counsel familiar with user fee studies, our engineering division and with agency staff. In this way, we can tailor the correct approach to ensure full cost recovery combined with a sound and reasonable basis for each user fee you implement.

While Proposition 218 does not directly apply to non-property-related fees, we employ principles from this important constitutional article to make certain that your user fee schedule is developed with fairness, equity, and proportionate cost recovery principles in mind. With the addition of Proposition 26, Willdan will review each analyzed user fee for compliance and appropriateness to ensure continued defensibility.

2) Project and Staff Time

The Town must have a sound and technically defensible fee schedule to ensure costs are appropriately recovered, as applicants approach the Town for its services. Our standards and approaches serve to get to the issues of your fee study quickly.

Starting with the project kick-off, we will make certain that your staff understands the purpose and scope of the study and its corresponding on-site departmental interview. As Willdan is able to communicate directly with the service providers, this face-to-face interaction provides valuable time estimates.

3) Responsiveness

We take great pride in providing responsive service to our client agencies. Frequent communication is critical to a successful user fee study experience. We will provide a list of data requirements in advance of the project kick-off. Due to this simple step, the introductory meeting can focus on the survey input process, answering questions, determining policy goals, and defining next steps in the project. We will follow up weekly with you at each step in the fee study process to make sure that staff "buys in" to the fee study approach and results.

Comprehensive User Fee Study Approach

Our approach to preparing the user fee study and documentation for Monument includes:

- Close coordination with your staff to devise a consensus approach. Different programs and/or different service delivery methods will necessitate different approaches.
- We will discuss specific pros and cons with Town staff as we determine which methods work best for each fee category;
- Strict adherence to key legal and policy issues with regard to user fees, including the percent of cost recovery that the Town seeks to achieve. A user fee shall not be set higher than the reasonable cost of providing a fee-generating service. Our approach provides you with a fee schedule that achieves maximum legal cost recovery while ensuring that each fee is supported by technically defensible documentation; and
- Technical analysis necessary to ensure State compliance, and to anticipate and resolve potential policy issues using a combination of industry standards as well as Town specific methods.

As described below, there are two basic approaches to calculating user fees:

Approach 1: Case Study Method

This is also sometimes referred to as a cost build-up approach. Using a time and materials approach, the “Case Study Method” examines the tasks, steps and Town staff involved in providing a particular ‘unit’ of service, such as a permit review, and then uses that information to develop estimates of the actual labor and material costs associated with providing a unit of service to a single user. It is often used when a service is provided on a regular basis, and staff and other costs associated with the service can be segregated from available budget data.

A typical case study fee model should comprise the following three general cost layers:

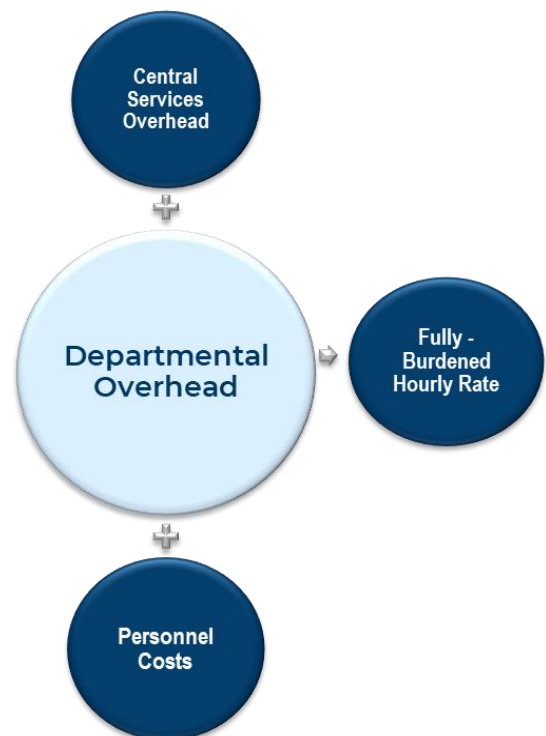
1) Central Services Overhead: This category may involve such costs as labor, services, and supplies that benefit more than one department, division, or project. The exact benefits to specific areas are impossible to ascribe to a single activity. Examples are purchasing, human resources, and liability insurance. As part of the user fee study, these costs are calculated in the overhead cost review.

2) Department Overhead: This category may include expenses related to such items as office supplies, outside consultants, and membership dues. It may include management, supervision, and administrative support that are not provided to a direct fee-generating service. Typically, these items are charged, on an item-by-item basis, directly to the department, division, or project.

3) Personnel Costs: This category refers to direct salary and benefit costs of staff hours spent on providing a fee-generating service (e.g., on-site building inspector).

Approach 2: Average Cost Method

This is also sometimes referred to as a programmatic approach, because it looks at costs at a program level, and then allocates them to participants on an occurrence basis. By taking total service costs across a substantial sample period (a year) and dividing by the total number of service units delivered over that same period, costs per unit of service is estimated. This approach is useful when services or programs are provided in a more aggregate manner, where it might be difficult to identify a specific sequence of steps associated with one user or participant; or where it is not feasible to cost-effectively segregate costs associated with specific activities.



Proposed Scope of Services

Our proposed work plans, described in detail by task, are provided below. We explain how each task will be accomplished and identify associated meetings and deliverables. We want to ensure our scopes provide quality and clarity and is responsive to the Town's needs and specific local circumstances. We will work in concert with the Town to adjust the scope as needed during the course of the studies.

Full Cost Allocation Plan

This proposed scope of services addresses the completion of both the full and OMB compliant versions of the Cost Allocation Plan (CAP). We have noted where activities specific to the OMB compliant plan occur.

Task 1: Initial Document Request	
Objective:	Initial due diligence.
Description:	Prior to project kick-off, relevant documentation will be obtained and reviewed in order to enhance our understanding of the Town's current cost allocation plan, approach or methodology and internal structure of the agency. A written request for specific data will be sent to the Town. The data provided in this task will provide the building blocks for later model development. Our request may include (but is not limited to): ▪ Detailed budget, financial and accounting data; ▪ Prior year's salary, position and staffing data; ▪ Information related to the previous Parks and Recreation and Community Development fee studies; ▪ Organizational structure; ▪ Prior cost allocation plan and/or documentation and model; and ▪ Data related to various allocation bases that may be incorporated as part of the methodology, i.e., Town Council agenda frequencies by department, AP/AR transactions by department, IT equipment distribution by department, etc.
Deliverables:	Willdan: Submit information request to Town. Town: Provide requested data to Willdan (prior to Task 2, Kick-off/Refine Scope). We will follow up with the Town to confirm in writing the data that we have received, or which is still outstanding.
Task 2: Kick-off / Refine Scope	
Objective:	Confirm project goals and objectives. Identify and discuss policy matters related to the study and determine appropriate fee categories.
Description:	Willdan will identify and discuss policy issues and address data gaps to gain a full understanding of the Town's goals for the cost allocation plans. We will establish effective lines of communication and processes for information gathering and review. We will ask that the Town assign a project manager to serve as its primary contact. The selected Town project manager will ensure that available data is provided to Willdan in a timely manner, thereby maintaining adherence to the project's schedule. We will obtain and review the current cost allocation methodology (as available) and discuss with Town staff. The objective of this review is to determine specific areas of focus as they relate to the Town's objectives, and to discuss and evaluate current and potential allocation factors.
Meetings:	One (1) project kick-off conference call to initiate the project, discuss data needs and methodologies and to address policy issues.
Deliverables:	Willdan: If needed, a revised project scope and schedule. Town: Provide further data requirements and select / introduce Town's project manager.

Task 3:	Gather Staffing Information and Develop Cost Allocation Plan Model
Objective:	Gather information related to indirect staffing and functions. Prepare draft both full and OMB compliant cost allocation plan and model.
Description:	This task involves the gathering of specific information, directly from Town staff, through interviews and discussion, related to the functions served by indirect staff and the departments served by their activities. This task also focuses on the development of, and/or adjustment of existing, allocation bases, and the development and testing of a model that will ultimately be used to calculate the proper cost allocations derived from data gathered in prior tasks. The model will be developed to incorporate any recent changes in the provision of Town indirect support services, and fully allocate central service costs. The model will also be developed to allocate only those costs eligible under 2 CFR Part 200. This is accomplished by loading relevant data into the model, identifying which costs are not allocable under the OMB guidelines. The OMB Super Circular compliant model is valuable as the Town may receive Federal or State grant funding that mandates compliance with Federal OMB regulations. We will utilize budget and organizational information, and other required information gathered from Town staff to complete the work in this task. Specific discussions will be held to discuss bases, how central overhead services are provided to and utilized by other departments, cost categories and allocation criteria, and how these will factor into the overall cost allocation methodology. We will develop and structure the CAP, identify indirect or allowable costs of central service departments and receiving departments, identify allowable costs of central service departments and develop and share the cost structure methodology with the Town, and provide a defensible basis for the distribution of department costs into department functions or cost centers. We will determine the allowable central service department costs and incoming costs based on a double step-down methodology and determine an allocation base for each function. The model and methodology will also produce indirect cost rates. These rates will be suitable for a variety of uses, billing to CIP projects, and in the OMB Super Circular compliant CAP, to Federal grants. Meetings: Online/virtual meetings with staff to understand structure and operations as model and allocation bases are developed. Key staff will be interviewed to best understand central overhead staffing and functions and the departments served. Meetings will be conducted online, via web conference. Deliverables: Willdan: One (1) user-friendly model in Microsoft Excel format that provides both a full cost allocation plan and an OMB Super Circular compliant cost allocation plan.
Task 4:	Test and Review Cost Allocation Methodology
Objective:	Test and review CAP model and results with Town.
Description:	The draft cost allocation plan model will be reviewed with Town staff, and adjusted as necessary, to ensure that preliminary allocations provide an accurate depiction of how the central overhead costs should be borne by the operating programs and funds. Over the past several years, we have successfully integrated online meetings by using WebEx™ as an element to our approach. This allows us to remotely guide staff through the model review and allows you the opportunity to interactively change inputs and test approaches.
Meetings:	One (1) online meeting and demonstration with Town Staff to review the model.
Deliverables:	Willdan and Town: Draft cost allocation plan model review.

Task 5:	Prepare and Present Draft Report
Objective:	Prepare the draft cost allocation report.
Description:	This task involves the draft report preparation. The report will include an executive summary, cost allocation plan's background, data and information sources utilized, model methodologies and calculation approaches, and results; calculations and supporting data will be presented textually and in easily understood tables and provided to the Town. The draft report will provide a breakdown of allocations, showing both the allocating and receiving organizations, as well as a comparison between allocations calculated for these new CAPs (full and OMB) and prior year allocations.
Meetings:	One (1) online meeting to present the draft report to Town Staff.
Deliverables:	Willdan: Draft report for Town review and input. Town: Review of draft report, with comments, and edits.
Task 6:	Discuss and Revise Report
Objective:	Review of draft report, cost distribution methods, and model.
Description:	An in-depth review of the draft report and model will be conducted to arrive at an optimum allocation method for each expenditure type. Often, through the course of an engagement, comments usually revolve around issues of understandability; appropriate levels of enterprise funds' cost recovery, etc.; ease of calculation; differences in allocations from previous years; and overhead cost distribution methods. Our reports are structured to include both the full and OMB compliant plan, but in the course of review if a separate report is desired for each or just one of the plans, they will be split. Following a round of comments from Town staff concerning the draft report, the final report will be prepared for presentation to the Council.
Meetings:	One (1) web meeting or conference call with Town staff to review the report with changes and revisions.
Deliverables:	Draft report, and revised draft/final report.
Task 7:	Prepare and Present Final Report and Model
Objective:	Prepare and present the final report to Town Council, if needed. Educate Town staff on the operation and use of the model for future modifications.
Description:	This task is the culmination of the cost allocation plan project. Based on staff comments on the draft report, Willdan will prepare the final report for presentation to the Town Council if needed.
Meetings:	One (1) meeting with the Town Council to present the final plan. We will also provide staff training on the operation and use of the model so it can be used in future years to prepare updates. We will also be available for questions following this training.
Deliverables:	Willdan: Provide one (1) electronic PDF file copy of the final report and model (full and OMB Super Circular compliant. Using Microsoft Word and Excel, an updateable electronic copy of the study and model, as well as related schedules, will also be provided.

Comprehensive User Fee Study

Task 1: Initial Document Request	
Objective:	Initial due diligence; obtain study-related data.
Description:	Prior to the kick-off meeting, we will obtain and review relevant documentation to further enhance our understanding of the services, fees, and rates to be studied. A written request for data will be sent to the Town. Please note that Time Survey data is not part of this request and will be gathered during the on-site interviews described in Task 5. We will request information and documentation on current fees and fee programs, activity levels, and budget and staffing information (to the extent not already available) related specifically to programs and activities which have associated fees, and for which the Town has this level of detail.
Deliverables:	Willdan: Submit information request to Town. Town: Provide requested data to Willdan (prior to Task 3, Kick-off Meeting/Refine Scope). As with the cost allocation plan, we will follow up with the Town to confirm receipt of requested data and information and highlight data elements that are outstanding.
Task 2: Compile Inventory of Current and Potential Fees	
Objective:	Willdan will identify a schedule of fees and methodology for calculating the fees.
Description:	Based on the results of the initial document request and independent research, incorporate into our model the existing fees provided by the Town, to comprise the parameters of the fee study.
Meetings:	It is possible that a conference call with the Town may be necessary to discuss new fees to implement or existing fees that may no longer be required.
Deliverables:	Willdan: One (1) draft list of current fees based on initial data provided (to be discussed and finalized during the kick-off call). Town: Review completed fee schedule with comments/revisions to be discussed during the kick-off meeting.
Task 3: Kick-off Conference Call / Refine Scope	
Objective:	Confirm goals and objectives for the Comprehensive User Fee Study. Identify and discuss policy considerations typically associated with a User Fee Study, for instance cost recovery/subsidy policies, address gaps in data, and refine appropriate existing or new fee categories (based on Task 2).
Description:	Verify our understanding of the Town's goals, the Town's cost-recovery policy for user fees, and to fill any gaps in data/information necessary for the project. It is important for the Town and Willdan to identify and address any foreseeable problems and maintain open communication throughout the process. We will review development-related fees (plan review, building permits, etc.) with Staff, their structure and the process by which the fees are aggregated and calculated for new projects, and discuss questions or concerns that have been raised by applicants related to this process. During this call, we will ask that the Town identify a project manager who will serve as the primary contact for the project. The project manager shall have responsibility for ensuring that all available data is provided in a timely manner, thereby maintaining adherence to the project's schedule.
Meetings:	One (1) project kick-off call to initiate the entire project, discuss data needs, and address policy objectives. As mentioned in the cost allocation plan work plan, we suggest combining the kick-off calls to increase efficiency.
Deliverables:	Willdan: 1) Revised project scope and schedule (if needed); and 2) brief summary of policy decisions (if needed). Town: 1) Provide further data needs; and 2) determine/introduce Town's project manager.

Task 4: Develop User Fee Model

Objective: Develop and test model.

Description: This task involves the development of the model ultimately used to calculate the departmental fees, based on data and information gathered in previous tasks and in the Time Survey Interviews.

Key model inputs will include staff and allocated overhead costs per position, and relevant budget data on salaries and benefits.

Most of this information will be developed during the cost allocation plan phase of this project and will be incorporated directly into the user fee model. We will request clarification and/or additional data if necessary.

The model will build upon the cost allocation plan results, to provide an allocation of administrative and overhead costs to fee related activities and departments providing services to customers, so that fees and billable rate schedules incorporate applicable costs.

Furthermore, the fees and rates charged to customers will also reflect the cost of the services being provided, to the extent possible given policy and/or political considerations.

Deliverables: Willdan: One (1) user-friendly model in Microsoft Excel format, which, when finalized, Town staff can use to calculate fee changes annually, or as often as deemed appropriate by the Town Council.

Task 5: Staff Interviews and On-site Information Gathering

Objective: Meet with Town staff to complete Time Surveys and understand service delivery processes.

Description: In order to assist staff with the completion of the survey worksheets, we will schedule one business (1) day of meetings with staff; however, the number of meetings needed may vary depending on the number of staff and departments involved.

The Willdan Team will conduct interviews with supervisors/managers, as well as other staff, as deemed appropriate and/or necessary, from each department involved in the user fee study to determine the average time required by Town staff to provide each of the services for which a fee is collected.

The fee model is designed so that full cost recovery fees are calculated immediately upon input of staff time. These full costs are also compared to current cost recovery levels.

This will allow Willdan and Town staff to conclude with a final meeting to review the draft full cost recovery fees and adjust any times as necessary once all information has been compiled and input into the fee model. We will schedule the interviews with staff to minimize any disruption to their normal workflow.

Meetings: One (1) business day of meetings/staff interviews. These will be conducted virtually using Zoom or WebEx, or a combination depending on Town Staff availability. We have received feedback that many cities find virtual meetings to be more efficient as they allow for more flexible scheduling and more focused conversation. We will discuss options with Town Staff and proceed accordingly.

Over the past three years we have used these tools very successfully and found them to be highly effective and efficient, particularly for follow-up questions and/or discussions.

Deliverables: Willdan and Town: Time surveys and draft full cost recovery fees.

Task 6: Data Analysis and Final User Fee Schedule

Objective: Incorporate information obtained from interviews and surveys to fully develop model.

Description: We will update the model, based on information received during the surveys and interviews with Town Staff, to generate a comprehensive user fee schedule. In addition, it is very common that a supplemental data request may be necessary, based on new fees identified that the Town is not currently collecting.

Where appropriate, we will suggest and discuss with staff alternate approaches to existing fee programs (i.e., building fees) and suggest potential areas where fees could be collected where they are not currently.

We will calculate the total cost of providing each Town services for which fees may be charged and present the full cost recovery level, both current and projected under the new fees, and revenue projections, given certain assumptions about the levels of subsidy for different fees.

Current levels of cost recovery will be compared to actual full costs calculated during the course of this study. Cost will be calculated at reasonable activity levels and include all appropriate direct and indirect costs and overhead. We will review fee programs for compliance with Propositions 218 and 26.

In developing the fee schedules for each division, we will make recommendations for new fees where appropriate, based on our experience with other cities. Some areas for new fees may be due to changes in law (legalized cannabis), or for activities that the Town finds itself performing regularly, but for which no fee is collected.

We will review the fee calculation process, and how ultimate fee burdens for new development projects are calculated, when all plan review and permit fees are included, to ensure the amounts are appropriate and reflect the costs necessary for the Town to provide the services for which the fees are charged. Where feasible, we will clarify the fee methodologies, and document those in the report and schedule, to provide guidance for Town Staff.

The user fee data analysis and model development may take three (3) to five (5) weeks with frequent correspondence with Town staff to discuss current cost recovery amounts, necessary to recover full cost and frequency activity.

Meetings: Virtual meetings, as necessary, to gather additional input, complete analysis and finalize the fee schedule. We will discuss with Town Staff options for and necessity of soliciting public input into the development of the final fee schedule. If determined to be necessary, an additional public meeting can be scheduled for the additional meeting fee included in this proposal.

Deliverables: Final user fee model for Town Council presentation and discussion.

Task 7: Common Fees Comparison

Objective: Examine selected user fees charged by up to five (5) comparable cities in El Paso County or other jurisdictions that are close in proximity or similar to the Town of Monument.

Description: We will access and use our knowledge of other jurisdictions to benchmark the Town's five (5) most common visible fees or highest yielding fees with comparable jurisdictions.

Fee schedules are rarely readily or directly comparable from agency to agency due to definitional and operational differences. For example, a grading permit in one jurisdiction may include the plan check service, while the same permit in another jurisdiction may not, resulting in similar sounding services with widely varying costs. For this reason, Willdan takes a selection of the Town's most commonly used and/or highest yielding fees.

The survey will contain the following, a comparison of common or similar fees and charges used by the Town and other jurisdictions; current and proposed fees and charges unique to the Town of Monument; fees and charges used by other public entities not currently used in the Town; and If possible, identify characteristics and processes unique to the Town that account for significant variances in fees and charges used by other jurisdictions.

Deliverables: Willdan: Recommendations provided in Task 8 will incorporate the data gathered during our examination.

Task 8: Prepare and Present Draft Report

Objective: Prepare draft report.

Description: This task involves the preparation of the draft report that discusses the study's background, the methodologies utilized in the study, and the results and presentation to various stakeholder groups. As noted below, meetings may occur during this or the next task as appropriate. The calculations used to generate the user fee study will be included textually, as well as in easy to understand tables. Individual fee summaries by department and a comprehensive fee schedule will be included.

The draft report will include the following:

- Key results and findings;
- Description of the methodology and process by which fees were developed, and the procedure for assigning and calculating fees;
- Basic descriptions of each service;
- The full cost of each service at lowest reasonable activity level and current cost recovery levels;
- Costs broken down graphically into indirect (overhead) and direct components, with a graphic display of the level of cost recovery;
- Fee recommendations with associated levels of cost recovery;
- Projections of potential fee revenue;
- Assessment of reasonableness of each Town's costs;
- Review of reasonableness of current consultant cost structure (for Building Division services);
- As appropriate, recommend alternative methodologies for building permit fee calculation; and
- Summary and Recommendations

The objective of the report is to communicate the recommendation of appropriate fees, which include the appropriate subsidy percentage for those fees where full cost recovery may be unrealistic.

Meetings: One (1) conference call with Town staff and Management, to present draft results address questions and receive feedback and present and review the draft results.

Deliverables: **Willdan:** Draft report for Town review and comment.

Town: Review of draft report, with comments and edits.

Task 9: Revise Draft Report/Determine Cost Recovery Levels for Recommended Adoption

Objective: Review of draft report and fee model.

Description: The goal of this task is to conduct an in-depth review of the draft report and model, incorporate feedback and changes as a result of previous discussions, and arrive at an optimum fee structure.

Often through the course of an engagement, Town staff will volunteer insightful likes and dislikes regarding the existing fee structure. We listen to this feedback carefully because your staff members know the community best. Comments usually revolve around matters of:

- Understandability;
- Fairness to applicants;
- Ease of calculation;
- Appropriate levels of cost recovery; and
- Full cost recovery hourly rates.

When adjusting fee recovery levels, we believe it is important to address these concerns.

Following one (1) round of comments and feedback from Town staff on the draft report, we will prepare the final report for presentation to the Town Council.

Meetings: One (1) online demonstration (WebEx) to review the report and model, with any revisions.

Deliverables: Draft report, revised draft /final report.

Task 10: Prepare and Present Final Report/ Provide Model and Instruction to Town Staff

Objective: Prepare and present final report to Town Council. Instruct staff on the operation and use of the model for future modifications.

Description: This task is the culmination of the entire project. Based on staff comments received regarding the draft report, we will prepare the final report for presentation, and provide the fee model to Town Staff, with instruction for its use.

Meetings: One (1) meeting with the Town Council to present the results and adopt the updated fee schedule. We will also provide staff training on the operation and use of the model on the same day, during regular business hours. If requested, we will also present the findings of this Study to the Council Subcommittee to facilitate their understanding of the results, recommendations and implications.

Deliverables: Provide one (1) electronic PDF file copy of the final report and models. Using Microsoft Word and Excel, an updateable electronic copy of the study and models, as well as related schedules, will also be provided.

Town Staff Support

To complete our tasks, we will need the cooperation of the Town of Monument staff. We suggest that the Town assign a key individual to represent the Town as the project manager who can function as our primary contact. We anticipate that the Town's project manager will:

- Coordinate responses to requests for information;
- Coordinate review of work products; and
- Help resolve policy issues.

Willdan will rely on the validity and accuracy of the Town's data and documentation to complete the analysis. Willdan will rely on the data as being accurate without performing an independent verification of accuracy and will not be responsible for any errors that result from inaccurate data provided by the client or a third party.

Project Disclaimer

The Town of Monument further represents, acknowledges, and agrees that:

- (i) The Town uses the services of one or more municipal advisors registered with the U.S. Securities and Exchange Commission ("SEC") to advise it in connection with municipal financial products and the issuance of municipal securities;
- (ii) The Town is not looking to Willdan to provide, and Town shall not otherwise request or require Willdan to provide, any advice or recommendations with respect to municipal financial products or the issuance of municipal securities (including any advice or recommendations with respect to the structure, timing, terms, and other similar matters concerning such financial products or issues);
- (iii) The provisions of this proposal and the services to be provided hereunder as outlined in the scope of services are not intended (and shall not be construed) to constitute or include any municipal advisory services within the meaning of Section 15B of the U.S. Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules and regulations adopted thereunder;
- (iv) For the avoidance of doubt and without limiting the foregoing, in connection with any revenue projections, cash-flow analyses, feasibility studies and/or other analyses Willdan may provide the Town with respect to financial, economic or other matters relating to a prospective, new or existing issuance of municipal securities of the Town, (A) any such projections, studies and analyses shall be based upon assumptions, opinions or views (including, without limitation, any assumptions related to revenue growth) established by the Town, in conjunction with such of its municipal, financial, legal and other advisers as it deems appropriate; and (B) under no circumstances shall Willdan be asked to provide, nor shall it provide, any advice or recommendations or subjective assumptions, opinions or views with respect to the actual or proposed structure, terms, timing, pricing or other similar matters with respect to any municipal financial products or municipal securities issuances, including any revisions or amendments thereto; and
- (v) Notwithstanding all of the foregoing, the Town recognizes that interpretive guidance regarding municipal advisory activities is currently quite limited and is likely to evolve and develop during the term of the potential engagement and, to that end, the Town will work with Willdan throughout the term of the potential Agreement to ensure that the Agreement and the services to be provided by Willdan hereunder, is interpreted by the parties, and if necessary amended, in a manner intended to ensure that the Town is not asking Willdan to provide, and Willdan is not in fact providing or required to provide, any municipal advisory services.

Proposed Project Team

Key Staff

Our management and supervision of the project team is very simple: staff every position with experienced, capable personnel in sufficient numbers to deliver a superior product to the Town, on time and on budget. With that philosophy in mind, we have selected experienced professionals for this engagement.

We are confident that our team possesses the depth of experience that will successfully fulfill your desired work performance.

The team presented within this proposal has worked collectively on numerous projects, such as the one requested by the Town of Monument; an established work practice between the team members has been forged, this proven long-standing system has benefited our clients.

Project Roles

Town of Monument Project Team		
Key Team Member	Project Role	Responsibility to the Engagement
Chris Fisher Vice President/Director	Principal-in-Charge	- Technical guidance; - Project oversight; - Quality assurance & control; and - Meeting and presentation attendance.
Tony Thrasher Principal Consultant	Project Manager	- Task oversight; - Model development; - Produce key elements of the analyses; - Responsible for project deliverables; - Report evaluation; and - Meeting and presentation attendance.
Priti Patel Senior Financial Analyst	Senior Analyst	- Collect, interpret, and analyze key data; - Assistance with model development; - Peer review; and - Report preparation.
Samantha Labitan Senior Analyst	Analytical Support	- Collect, interpret, and analyze key data; - Assistance with model development; - Peer review; and - Report preparation.
Robert Quaid Principal Consultant	Quality Assurance / Technical Advisor	- Third party reviewer; and - Report evaluation.

Resumes

Resumes for the proposed team members are provided on the following pages.

Chris Fisher

Principal-in-Charge

Education

San Francisco State
University, Bachelor of
Science, Finance

Areas of Expertise

Cost of Service Analyses

Multi-disciplinary Team
Management

Special District Formations

Client Presentations

Proposition 218

Affiliations

California Society of
Municipal Finance Officers

Municipal Management

Association of
Northern California

California Municipal
Treasurers Association

24 Years' Experience

Mr. Chris Fisher, Vice President and Director of Willdan's Financial Consulting Services group, will serve as Principal-in-Charge for the Town of Monument project. He will also share his extensive knowledge related to cost-of-service principles with members of the project team.

Mr. Fisher joined Willdan in April of 1999, and during that time has managed an array of financial consulting projects for public agencies in California, Texas, Arizona, Colorado, and Florida, coordinating the activities of resources within Willdan, as well as those from other firms working on these projects. He is one of the firm's leading experts for special district financing related to public infrastructure, maintenance, and services, including public safety.

Related Experience

City of Boulder, CO — Cost Allocation & OMB Compliant Plan: Mr. Fisher served as the principal-in-charge for the City's cost allocation plan.

City of Aurora, CO — Cost Allocation & OMB Compliant Plan and Comprehensive User Fee Study: Mr. Fisher served as the principal-in-charge for the City's cost allocation plan and comprehensive user fee study.

City of Brighton, CO — Cost Allocation & OMB Compliant Plan: Mr. Fisher is the principal-in-charge for the City of Brighton's cost allocation plan.

City of Bedford, TX — Cost Allocation Plan: Mr. Fisher is serving as the principal-in-charge for the City's ongoing Cost Allocation Plan study.

City of Mesquite, TX — Cost Allocation Plan: Mr. Fisher was the principal-in-charge for the City's Cost Allocation Plan study.

City of Missouri City, TX — Comprehensive User Fee Study and Cost Allocation Plan: Mr. Fisher served as the principal-in-charge for the City's User Fee Study and Cost Allocation Plan.

City of DeSoto, TX — User Fee Study: Mr. Fisher served as the principal-in-charge for City's Comprehensive User Fee Study.

City of Tamarac, FL — User Fee Study: Mr. Fisher is serving as the principal-in-charge for City's Fee Study. He is overseeing the development of the analysis and financial model, providing technical guidance and quality control.

City of Clermont, FL — User Fee Study: Mr. Fisher was the principal-in-charge for City's Comprehensive Fee Study.

City of Palm Desert, CA — Cost Allocation Plan and Comprehensive User Fee Study: Mr. Fisher was the principal-in-charge for the full cost allocation plan and user fee study. Willdan's work included the gathering of necessary data and information, interviews with City Staff to identify overhead support services and how they are used and interviews to gather information related to fee-based services. We also developed financial models to calculate overhead allocations and personnel rates and the full cost of services for which fees are charged. We worked with Staff to finalize cost recovery targets, prepare reports, and present the results.

City of Irvine, CA — OMB Cost Allocation Plan and Comprehensive User Fee Study: Willdan completed a cost allocation plan and user fee study for the City of Irvine. Mr. Fisher managed and provided quality assurance to this project, ensuring the accuracy of the models, as well as the final reports. He also presented the results to the City's Finance Commission and to the City Council.

C. Fisher

Resume Continued

City of Laguna Hills, CA — Comprehensive Cost Allocation Plan and Comprehensive User Fee Study: Mr. Fisher oversaw the update of the City's general overhead allocation plan and cost-of-service user fees.

City of Murrieta, CA — Cost Allocation & OMB Compliant Plan and Comprehensive User Fee Study: Mr. Fisher served as the project manager on the City's fee study. The primary objective for the cost allocation study was to ensure that general government costs were fairly and equitably allocated to appropriate programs and funds. *The City has recently re-engaged Willdan to conduct an update to both studies.*

City of Signal Hill, CA — Cost Allocation Plan and User Fee Study: As principal-in-charge, Mr. Fisher oversaw the development and review of a Full and OMB compliant cost allocation study and a comprehensive user fee and rate study for the City's master list of fees.

City of Petaluma, CA — Overhead Cost Allocation Plan and OMB Circular Plan, User Fee Study, CIP Rate Analysis, and Hourly Overhead Rate Study: Mr. Fisher served as project manager for the project team and provided oversight for this thorough and intensive study for the City of Petaluma. *The City has hired Willdan for multiple updates since we completed the original study.*

City of Indian Wells, CA — User Fee Study: Mr. Fisher was the principal-in-charge for the City's user fee study for the Administrative, Building, Planning and Public Works Departments. Our team gathered and confirmed data, met with City Staff to discuss the City's overhead support structure and how operating activities use and benefit from overhead support services. We conducted interviews to gather information related to fee-based services to be used in calculating the full cost of providing services. We developed financial models to calculate overhead allocations and the full cost of services and worked with Staff to develop fee-setting recommendations. We prepared reports and presented the results and met with the development community to address their questions about the study's methodology and results.

City of Belmont, CA — Master Fee Study and Cost Allocation Refinement: Mr. Fisher served as the project manager for Willdan's work with the City of Belmont and the Belmont Fire Protection District's. Willdan completed a Master Fee Study and an analysis and review of the existing Cost Allocation Plan for the City of Belmont, and a Fee and Rate Study for the Belmont Fire Protection District.

City of Pittsburg, CA — Cost Allocation Plan and User Fee Study: Mr. Fisher provided policy guidance and quality assurance to the City's update and development of a comprehensive user fee study for the development of a master user fee and rate schedule and a cost allocation plan to recover overhead costs related to central service activities.

City of Salinas, CA — Comprehensive Fee Study and Full Cost Allocation Plan: Mr. Fisher served as the project manager for the City of Salinas engagement, to prepare an OMB A-87-compliant full cost allocation plan and comprehensive fee study for the development of a master list of fees. Mr. Fisher led an all-departments overview meeting, where the framework and general process was reviewed, and global practical and policy questions were addressed. Immediately following the overview meeting, individual meetings were held with representatives from each department to discuss their specific fee related activities and gather necessary information to update fees.

Tony Thrasher

Project Manager

Education

Bachelor of Science
in Economics; California
State Polytechnic
University, Pomona

Areas of Expertise

Cost Allocation Plans

Fiscal Analysis for User
Fees and Rates

District Administration
Services

Utility Rate Studies

14 Years' Experience

Due to his cost allocation and user fee analyses experience, Mr. Tony Thrasher has been selected to serve as Project Manager for the Town's engagement. Mr. Thrasher is a Principal Consultant within the Financial Consulting Services group, whereby his responsibilities include managing projects and conducting fiscal analyses for cost allocation plans, user fees, and utility rate studies.

Mr. Thrasher's prior employment was as a financial analyst working in bond, equity, and mortgage-backed security markets for Wells Fargo Bank, Bank of New York Mellon, and Deutsche Bank. His experience includes portfolio accounting, differential analysis, and forecasting.

Related Experience

City of Boulder, CO — Cost Allocation: Mr. Thrasher was the project manager for the City of Boulder's OMB compliant cost allocation plan. He coordinated directly with the City and the project team throughout the engagement.

City of Aurora, CO — Cost Allocation & OMB Compliant Plan and Comprehensive User Fee Study: Mr. Thrasher is the project manager for the City of Aurora's cost allocation and comprehensive user fee study. *Willdan is currently preparing an update to this study.*

City of Brighton, CO — Cost Allocation & OMB Compliant Plan: Mr. Thrasher is the project manager for the City of Brighton's cost allocation plan. He works directly with the City throughout the engagement. *The team is currently providing an update to the Plan.*

City of Commerce City, CO — Comprehensive User Fee Study and Development Impact Fee Study: Mr. Thrasher was the assigned Project Manager for the Commerce City User Fee Study portion of the engagement. He managed the project from data gathering, to presentation of results, development of the financial model and analysis, preparation of the report, and the presentation of results to the City.

City of Mesquite, TX — Cost Allocation Plan: Mr. Thrasher was the technical project manager for City's Cost Allocation Study. He was directly involved in the preparation of the model and reports, and in the delivery of results to the City.

City of Missouri City, TX — Comprehensive User Fee Study and Cost Allocation Plan: Mr. Thrasher was the technical project manager for City's Fee Study. Mr. Thrasher oversaw two analysts and was heavily involved in the analysis, development of models, preparation of reports and delivery of results.

City of DeSoto, TX — User Fee Study: Mr. Thrasher served as the technical project manager for City's Comprehensive User Fee Study. He led the collection and validation of data, development of model and report. He met with City Staff to understand their structure, processes, and costs, and presented results to both Staff and elected officials.

City of Surprise, AZ — Cost Allocation Plan: Mr. Thrasher served as the technical project manager for the 2017 Cost Allocation Plan to identify the City's costs related to rendering internal central support services, and the allocation of those costs to operating departments.

Kentuckiana Works, KY — Cost Allocation Plan: Mr. Thrasher served as the technical project manager for Kentuckiana Works Cost Allocation Plan.

City of Tamarac, FL — User Fee Study: Mr. Thrasher worked with the City of Tamarac on the City's Comprehensive Building and Safety User Fee Study, in the capacity of Project Manager. He managed the entire project from data gathering, to presentation of results, including development of the financial model and analysis, preparation of the report, presentation of results to the City, and recommendations for fee setting strategies.

T. Thrasher

Resume Continued

City of Clermont, FL – User Fee Study: Mr. Thrasher is serving as the project manager for City's Comprehensive Fee Study.

City of Monterey, CA — Cost Allocation Plan: Mr. Thrasher is the technical project manager for the City of Monterey Cost Allocation Plan engagement and updates. He is assisting in the development of the City's general overhead allocation plan, whereby he applies his expertise on alternative allocation methods.

City of Irvine, CA — OMB Cost Allocation Plan and Comprehensive User Fee Study: Serving as the project's analyst, Mr. Thrasher provided analytical support; and designed micro-level allocation models to ensure full-cost recovery for public safety, public works, community development, community services, and administrative departments.

City of Chino Hills, CA — Cost Allocation Plan and Comprehensive User Fee Study: Mr. Thrasher is the technical project manager for the City's Cost Allocation Plan and Comprehensive User Fee Study. He is working directly with the City contact throughout the engagement.

City of Richmond, CA — Cost Allocation Plan & User Fee Study: Mr. Thrasher is serving as the project manager for the City of Richmond's fee study.

City of Hayward, CA — Cost Allocation Plan and User Fee Study: For this project, Mr. Thrasher provided analytical support and was largely responsible for the development of the models. Primary duties include gathering and verifying necessary data, finalizing model figures, and generating reports.

City of Petaluma, CA — Overhead Cost Allocation Plan and OMB Circular Plan, User Fee Study, CIP Rate Analysis, and Hourly Overhead Rate Study: Mr. Thrasher provided analytical support for this engagement. His primary duties were to work with City staff to gather data, provide assistance to the project manager, and produce reports.

City of Salinas, CA — Full Cost Allocation Plan and Comprehensive Fee Study: Mr. Thrasher provided analytical support for the City of Salinas OMB A-87-compliant full cost allocation plan and comprehensive fee study engagement. He worked closely with City staff to gather and analyze data to produce reports, participated in multiple meetings, and assisted the City appointed Project Manager in the adoption of the new fees.

City of Indian Wells, CA — User Fee Study: Mr. Thrasher served as the technical project manager for the City's Administrative, Building, Planning and Public Works Departments. The study involved the identification of existing and potential new fees, fee schedule restructuring, data collection and analysis, orientation and consultation, quality control, communication and presentations, and calculation of individual service costs cost recovery levels.

City of Palm Desert, CA — Cost Allocation Plan and Comprehensive User Fee Study: Mr. Thrasher was the technical project manager for the City's full cost allocation plan and user fee study. He was responsible for the creation of both models for the study, gathering and verification of the data, managing the analysts working to support him and presenting results to the City.

Priti Patel

Senior Analyst

Education

*Bachelor of Arts;
Business Management,
Information Systems and
International Business,
University of Cincinnati*

Areas of Expertise

Cost Allocation Plans

User Fee Studies

Proposition 218

9 Years' Experience

Ms. Priti Patel is a Senior Analyst within the Financial Consulting Services group, whereby she supports project managers in conducting utility rate analyses, fee studies, cost allocation plans, monitoring Proposition 218 compliance, and forming special districts.

Coordinating and conducting activities associated with Cost Allocation Plans and User Fee Studies, including database integration and manipulation, revenue and expenditure analyses, and documentation preparation are just some of Ms. Patel's duties. With these duties, she interacts with clients on a regular basis.

Ms. Patel joined Willdan as an analyst with the District Administration Group, while with DAS she performed research and analysis needed for local government financial issues related to district administration, including document data entry and updating, database management, research and report preparation. She also provided general information on questions pertaining to Assessment Districts and special taxes (such as Mello-Roos Pools), as well as the status of property delinquencies.

Related Experience

City of Boulder, CO — Cost Allocation: Ms. Patel was the lead analyst assigned the City of Boulder's OMB compliant cost allocation plan.

City of Aurora, CO — Cost Allocation & OMB Compliant Plan and Comprehensive User Fee Study: Ms. Patel is the lead financial analyst for the City's cost allocation plan and comprehensive user fee study.

City of Brighton, CO — Cost Allocation & OMB Compliant Plan: Ms. Patel is the lead financial analyst for the City's cost allocation plan.

City of Bedford, TX — Cost Allocation Plan: Ms. Patel is serving as the analyst assigned to the City's ongoing Cost Allocation Plan study.

City of DeSoto, TX — User Fee Study: Ms. Patel served as the senior financial analyst for City's Comprehensive User Fee Study.

City of Missouri City, TX — Comprehensive User Fee Study and Cost Allocation Plan: Ms. Patel provided analytical support in the preparation of a full cost allocation plan and comprehensive fee study.

City of Tamarac, FL — User Fee Study: Ms. Patel is the assigned financial analyst on the City of Tamarac Comprehensive Building and Safety User Fee Study. She is providing direct support in the completion of financial analysis, gathering and verification of data and information, preparation of documentation and clarifications and follow-up questions.

City of Clermont, FL — User Fee Study: Ms. Patel is serving as the financial analyst for City's Comprehensive Fee Study.

Kentuckiana Works, KY — Cost Allocation Plan: Ms. Patel is the financial analyst assigned to the Kentuckiana Works Cost Allocation Plan engagement.

City of Chino Hills, CA — Cost Allocation Plan and Comprehensive User Fee Study: Providing analytical support in the preparation of a cost allocation plan and comprehensive fee study, Ms. Patel worked to identify and take into account direct and indirect costs, along with changes in staffing, structure, and service delivery methods. She also assisted in the preparation of user-friendly Excel-based models that City staff can easily update in the future to determine the proper allocation of expenditures and ongoing full cost of City-provided services.

P. Patel*Resume Continued*

City of Monterey, CA — Cost Allocation Plan: Ms. Patel is serving as the financial analyst for the Monterey Cost Allocation Plan and updates. In this role she is responsible for obtaining updated information and data, reviewing overhead structure and functions, and preparing the updated model and report. ***The City originally hired Willdan for the creation of the first Cost Allocation Plan and has hired us for multiple updates since then.***

City of Laguna Hills, CA — Cost Allocation Plan and Comprehensive User Fee Study: Ms. Patel provided analytical support in the preparation of a full cost allocation plan and comprehensive fee study for the development of a master list of fees.

City of Palm Desert, CA — Cost Allocation Plan and Comprehensive User Fee Study: Ms. Patel was assigned as the analyst to the City of Palm Desert's full cost allocation plan and user fee study. She supported the project manager by gathering necessary data, preparing the initial draft models and reports, and worked directly with City Staff to refine and update results during review iterations.

City of National City, CA — Cost Allocation Plan, OMB Compliant Cost Allocation Plan, User Fee Study, and ISF Allocation Study: Ms. Patel provided analytical support in the preparation of this study, her primary duties included development of the models, finalizing model figures and results, and generating reports.

City of Indian Wells, CA — User Fee Study: Ms. Patel served as the analyst for the City's user fee study for the Administrative, Building, Planning and Public Works Departments. She led the analytical efforts by developing the User Fee model and report and gathering and evaluating the data necessary for the study. She also participated in the on-site interviews with Staff to discuss service delivery processes.

City of Lake Elsinore, CA — User Fee Study and Cost Allocation Plan: Ms. Patel provided analytical support and gathering budget and allocation basis data for this engagement.

City of San Fernando, CA — Cost Allocation Plan and Comprehensive User Fee Study: Ms. Patel is the senior analyst for the City's ongoing cost allocation plan, OMB compliant plan and comprehensive user fee study.

Rainbow Municipal Water District, CA — Cost Allocation Plan and OMB Compliant Plan: Ms. Patel provided analytical support to ensure that the District's Cost Allocation Plan and OMB compliant cost allocation model and plan fairly allocated general and administrative overhead service costs to appropriate activities and departments.

City of Richmond, CA — Cost Allocation Plan & User Fee Study: Ms. Patel is the financial analyst on the City of Richmond's ongoing User Fee Study and Cost Allocation Plan. She is assisting the project manager with gathering and validation of data, development of the models and related analysis, staff interviews and preparation of reports and presentations.

City of Pittsburg, CA — Cost Allocation Plan and User Fee Study: Ms. Patel was assigned to aid senior project team members on the Pittsburg Cost Allocation Plan and User Fee Study engagement. She will be a technical lead for the gathering of data, creation of the models and preparation of study reports and presentations. ***The City hired Willdan for the original study, and for two subsequent updates.***

Samantha Labitan

Analytical Support

Education Ms. Labitan is Senior Analyst within Willdan's Financial Consulting and District Administration Services groups. She provides analytical support under the guidance of the project team. Her primary function is to support project managers and senior analysts with cost allocation plans and user fee studies. She specializes in analysis for a variety of clients, including cities, water districts, public utilities, and school districts.

*University of California,
Santa Barbara*

*Bachelor of Arts,
Mathematics*

Areas of Expertise She regularly speaks with individuals representing title companies, real estate agencies, and appraisal firms, together with staff from cities and counties. Willdan's proprietary computer system allows him to readily access the owner's name, the Assessor's Parcel Number, existing and future taxes or assessments, and more; thus, enabling expedient service. Community Facilities Districts, Local Improvement Districts, Landscape and Lighting Districts, and County Service Areas are some of the special districts she administers.

Cost Allocation Plans

User Fee Studies

*Benefit/Maintenance
Assessment Districts*

Select Relevant Experience

*Community Facilities
Districts* **City of Boulder, CO — Cost Allocation:** Ms. Labitan was assigned to provide analytical support to the City's cost allocation plan project team.

*Local Improvement
Districts* **City of Brighton, CO — Cost Allocation & OMB Compliant Plan:** Ms. Labitan is providing analytical support for the City's cost allocation plan.

7 Years' Experience **City of Richmond, CA — Cost Allocation Plan & User Fee Study:** As analytical support, Ms. Labitan is providing assistance to the project team. Primary duties include gathering and verifying necessary data, finalizing model figures and generating reports.

City of West Hollywood, CA — Cost Allocation Plan and Comprehensive User Fee Study: For this project, Ms. Labitan provided analytical support. Primary duties include gathering and verifying necessary data, finalizing model figures and generating reports.

City of Gilroy, CA — Cost Allocation Plan and Comprehensive User Fee Study: Ms. Labitan worked on the team for the City's fee study project, providing analytical support, gathering data, working with staff to make refinements, and developing cost allocation and fee models to ensure full-cost recovery for building and safety, planning, community development, and public works departments.

City of El Centro, CA — Full & OMB Compliant Cost Allocation Plan and User Fee Study: Ms. Labitan served as the analyst in the preparation of a full & OMB compliant Cost Allocation Plan and Comprehensive User Fee Study, for the City of El Centro engagement.

City of Goleta, CA — Cost Allocation Plan, OMB Compliant Plan, and Comprehensive User Fee Study: Ms. Labitan provided analytical support to the project team for the City's comprehensive fee study, full and OMB compliant cost allocation plan.

City of Lynwood, CA — Cost Allocation Plan & OMB Compliant Cost Allocation Plan and User Fee Study: Ms. Labitan provided support to the project team specific to the preparation of a comprehensive fee study, full and OMB compliant cost allocation plan. Ms. Labitan worked in tandem with the project managers to identify and account for direct and indirect costs, along with changes in staffing, structure, and service delivery methods.

City of Pismo Beach, CA — Comprehensive User Fee Study: Ms. Labitan served in the capacity of assistant analyst for the City's comprehensive fee study.

City of San Fernando, CA — Cost Allocation Plan and Comprehensive User Fee Study: Ms. Labitan is currently providing support to senior team members in the preparation of a cost allocation plan, OMB compliant plan and comprehensive user fee study.

Robert Quaid

Quality Assurance/Technical Advisor

Education

Bachelor of Science,
University of Southern
California

Areas of Expertise

Fiscal Analysis for User
Fees and Rates

Cost Allocation Plans

Acquisition Audit Services

Statutory Financial
Reporting

Fund Audits

Quality Review of
Community Facilities,
Lighting & Landscaping,
and Assessment Districts

Affiliations

California Society of
Municipal Finance Officers

California Society
of CPAs

36 Years' Experience

With his 36 years of extensive experience in public financing, Mr. Robert Quaid has been selected to provide quality assurance/quality control in the role of technical advisor. In his position as a Principal Consultant at Willdan, Mr. Quaid provides project management, procedural support, technical support, and quality review for Willdan's District Administration group, as well as the Financial Services Consulting group specific to cost allocation plans, user fee studies, and special financial analysis.

Prior to joining Willdan, Mr. Quaid worked in the private industry of real estate accounting and finance. He began his career with the public accounting firm formerly known as Haskins & Sells (currently known as "Deloitte & Touche"). His experience includes financial statement analyses, asset administration, computer conversion, and reporting to the Securities and Exchange Commission for several public real estate partnerships. In 1979, Mr. Quaid became a licensed California CPA.

Related Experience

City of Thousand Oaks, CA — Cost Allocation Plan: Mr. Quaid served as project manager for the development of an OMB A-87 compliant cost allocation plan model using fiscal year actual costs as the basis for the allocations. He was responsible for the preparation of the Cost Allocation Plan report and provided cost allocation model training to City staff.

Cities of Fontana, Gardena and Hawthorne, CA — Cost Allocation Plan Projects: For each of these cities, Mr. Quaid served in the role of task manager for the development of an OMB A-87 compliant cost allocation plan model using Microsoft Excel. He was responsible for the preparation of the cost allocation plan report and trained City staff on how to use the cost allocation model.

City of Cathedral City, CA — Comprehensive User Fee Study: Mr. Quaid served as project manager for a user fee study that required updating fees for Planning, Engineering, Building, Police, Fire, City Clerk, and Finance.

Mr. Quaid has provided Quality Assurance and Quality Control to multiple clients. Provided below are a few examples of clients in which services have been provided in the previous three years.

- City of Aurora, CO
- City of Bedford, TX
- City of Belmont, CA
- City of Boulder, CO
- City of Brighton, CO
- City of Cerritos, CA
- City of Claremont, CA
- City of DeSoto, TX
- City of El Cerrito, CA
- City of Hayward, CA
- City of Indian Wells, CA
- City of Mesquite, TX
- City of Missouri City, TX
- City of Monterey, CA
- City of Petaluma, CA
- City of Rocklin, CA
- City of St. Helena, CA
- County of San Benito, CA
- City of San Bruno, CA
- Sacramento Public Library, CA
- City of Salinas, CA
- City of Union City, CA
- City of Watsonville, CA
- City of Yucaipa, CA

Project Management and Quality Assurance

Project Management Approach

At Willdan, we utilize a Project Management Process/Approach that ensures projects are completed on time, within budget and most importantly yield results that match our clients' expectations. We will document discussions leading to important policy decisions and/or the choice of critical assumptions used in constructing the analysis and model.

Following key stakeholder discussions, we will schedule a call to summarize findings and direction with Town staff, to make certain that we are in agreement with stated objectives, and that feedback is incorporated as appropriate.

Through the process of providing regular updates and conducting status conference calls, potential issues will be highlighted, discussed, and resolved. Any deviances from the project timeline will be identified and plans will be developed for course corrections.

If necessary, changes in approach or strategy will be discussed with Town staff, to meet the needs of the Town of Monument. In doing this, we will ensure the project stays on track and evolves, based upon current thinking and outside dynamics.

Project Management				
				
Define the Project	Plan the Project	Manage the Project	Review the Project	Communicate the Project
- Identify the project scope, set objectives, list potential constraints, document assumptions. - Define a course of action and develop an effective communication plan. - Provide a forum for applying the team's collective expertise to solving difficult analytical issues that arise in complex projects.	- Collaborate with the project team and client staff and agree upon timeline to meet the estimated project timeline. - Assign workload functions to appropriately qualified staff to ensure milestones are met, on time. - Pre-schedule quality control meetings with project team to maintain the progressive motion of the project.	- Manage the execution of the project. - Direct existing and upcoming project tasks. - Control and monitor work in progress. - Provide feedback to client and project team. - Identify and resolve deviances from project timeline.	- Review all work product and deliverables. - Utilize structured quality assurance process involving up to three levels of review at the peer level, project manager level. - Procure executive officer level review.	- Communicate with the client regarding work status and progress. - Ensure client is in receipt of regular status updates. - Schedule regular conference calls to touch base. - Inform client of roadblocks, work outside of projected scope.

iv. References

Below are recent project descriptions, including client contact information, which are similar in nature to those requested by the Town of Monument. We are proud of our reputation for customer service and encourage you to contact these clients regarding our commitment to completing the projects within budget and agreed upon timelines.

City of Aurora, CO

Cost Allocation and OMB Compliant Plan and Comprehensive User Fee Study

Willdan was engaged by the City of Aurora to complete a full and OMB compliant cost allocation plan and a comprehensive user fee study. Our primary objective for the cost allocation study was to ensure that general government costs were fairly and equitably allocated to appropriate programs and funds, which are based on tailored and well thought out allocation factors. This entailed the development of a sophisticated cost allocation model that accounted for the City's very complex structure of overhead support services. This analysis of indirect costs served as the base cost layer for calculation of user fees in the next phase of the project.

For the comprehensive user fee study, the primary objective was to ensure that fees for requested services were calculated to account for the full cost of providing the services, and set appropriately, given City policy and financial objectives. The analysis also justified measured increases in some of the fees associated with the other departments. We worked directly with City Staff to gather data and information to fully understand the processes and staffing associated with providing services for which the City charges fees. We developed a comprehensive fee model and report for presentation to Staff and City Council.

Based upon our successful initial project, Willdan is currently assisting the City of Aurora with annual updates.

Client Contact: Ms. Jackie Ehmann, Finance and Budget Program Manager
15151 E. Alameda Parkway, Aurora, CO 80012
Tel #: (303) 739-7077 | Email: JEhmann@auroragov.org

City of Brighton, CO

Cost Allocation Plan

Willdan was selected by the City of Brighton to assist with the development of a cost allocation methodology and model. Willdan developed a cost allocation plan and model that fully allocated central overhead costs to appropriate operating departments, funds, and/or programs. We worked directly with City staff to develop and verify allocation bases and make adjustments through several iterations of the CAP model, as necessary.

Willdan is currently assisting the City of Brighton with a second annual update on the original plan.

Client Contact: Ms. Catrina Asher, Finance Director
500 S. 4th Avenue, Brighton, CO 80601
Tel #: (303) 655-2130 | Email: CAsher@brightonco.gov

City of Boulder, CO

Full Cost Allocation Plan

The City of Boulder engaged Willdan to complete a comprehensive OMB compliant cost allocation plan in 2024. Willdan staff met with City staff to verify the City's objectives for the study, independently gathered most of the necessary data for the development of the CAP model and methodology and worked directly with City staff to gather additional detail or clarify information where necessary.

We worked with City staff to understand the various functions served by indirect staff in the various City departments, and how they support the operating departments and funds of the City. Our team also collaborated with City staff to develop and verify allocation bases and make adjustments through several iterations of the CAP model, as necessary. The Cost Allocation Plan was also created to develop OMB compliant indirect rates.

Client Contact: Ms. Charlotte Huskey, Budget Officer
1136 Alpine Ave, Boulder, CO 80304
Tel. #: (303) 441-3050 | Email: Huskeyc@bouldercolorado.gov

City of Irvine, CA

Full Cost Allocation Plan and Comprehensive User Fee Study

Willdan completed a comprehensive user fee study and full cost allocation plan for the City of Irvine. The cost allocation plan was also OMB compliant, whereas the user fee study focused on the community development/ planning, city clerk, public safety, and public works departments. In addition to identifying the true costs of City-provided services, Willdan staff worked with each department to identify opportunities in recovering costs of services for which no fee had previously been collected.

Willdan also conducted the City's previous study and was selected to conduct a Building & Safety User Fee.

Willdan was recently re-selected, through competitive bid, to conduct a new Master User Fee Study and Cost Allocation Plan, with annual updates, for three years.

Client Contact: Ms. Amy Roblyer, Senior Management Analyst
One Civic Center Plaza, Irvine, CA 92606
Tel #: (949) 724-6255 | Email: ARoblyer@cityofirvine.org

City of San Marcos, CA

Cost Allocation Plan and Indirect Cost Rates

Willdan was engaged by the City of San Marcos to complete a full and OMB compliant cost allocation plan and preparation of Indirect Cost Rate proposals. Our primary objective for the cost allocation study was to ensure that general government costs were fairly and equitably allocated to appropriate programs and funds, which are based on tailored and well thought out allocation factors.

Models were created, which contained all City personnel and expenditures broken down into the ICRP tables that are needed for a report; once approved individual ICRP's will be created for each department individually.

This project is ongoing.

Client Contact: Jeffrey Jorgenson, Accountant
1 Civic Center Drive, San Marcos, CA 92069
Tel #: (760) 744-1050, ext. 3123 | Email: JJorgenson@san-marcos.net

City of Burbank, CA

Comprehensive User Fee Study

In Spring of 2023 Willdan completed a comprehensive master user fee study for the City of Burbank. Burbank is a large, diverse city with a full range of municipal services. We worked with City staff to gather the necessary data to incorporate appropriate central service overhead factors from the City's current Cost Allocation Plan into this analysis. Following this, we analyzed the current fee schedule, developed a detailed cost-of-service analysis, and calculated the full cost of providing services for which fees are charged. We also evaluated opportunities to implement new fees and eliminate obsolete ones. Finally, we conducted fee comparisons with other local municipal agencies and worked with City Staff to develop fee-setting recommendations that incorporated policy guidelines and presented these to the City Council for adoption.

Willdan updated many of the fee programs and their structures. Final master fee recommendations were made to address the City's goal to maximize the recovery of the costs of providing services, to the best extent possible, including overhead. The final steps of the process included a detailed presentation to the City Council, and delivery to the City of the fee model for their future use.

Client Contact: Justin Hess, City Manager
275 E. Olive Avenue, Burbank, CA 91502
Tel #: (818) 238-5800 | Email: jhess@burbankca.gov

E. Comments and Exceptions to the PSA

Willdan Financial Services has reviewed the proposed form of Services Agreement, including the insurance requirements, and has no comments or exceptions.

F. Authorized Signature

This proposal has been electronically signed by an authorized officer of Willdan Financial Services who is qualified to bind the firm.

The background of the slide is a scenic photograph of a mountainous landscape. In the foreground, there is a stone monument sign that reads "HISTORIC MONUMENT". To the left of the sign, there are three flagpoles. The first pole has the Colorado state flag, the second has the United States flag, and the third has a white flag with a logo that includes the word "TREMOR". The background features rolling green hills, a small town, and large, forested mountains under a blue sky with scattered white clouds.

Water Rate Study Agreement

Town Council Meeting
June 16, 2025

Overview

- Purpose of Water Rate Study
- Process for Water Rate Study
- Recommendation to approve agreement with Willdan Financial Services

Purpose of Water Rate Study

- A financial analysis that projects future revenue and expenses for a water utility
- Determine if revenue is sufficient to cover operating costs, maintenance, capital improvements, and debt service
- Rates should cover all costs associated with providing water services

Process

- Staff will provide Willdan all required financial and operational data
- Willdan will conduct a cost of service analysis and rate model
- Rates will be presented to Town Council
- Model will remain with Town of Monument
- Annually updated during budget preparation process

Recommendation:

- Approve Resolution 41-2025 approving an Agreement with Willdan Financial Services in the not to exceed amount of \$37,260 for consultant services for a water rate study.



MEMORANDUM

TO: The Mayor and Town Council
FROM: Jennifer Phillips, Finance Director
DATE: June 16, 2025
RE: Adoption of Resolution 41-2025 Approving an Agreement with Willdan Financial Services to conduct a Water Rate Study for the Town of Monument

BACKGROUND:

A water rate study is a financial analysis that projects future revenue and expenses for a water utility. The primary purpose is to determine that revenue is sufficient to cover operating costs, maintenance, capital improvements, and existing or expected debt service. As an enterprise fund, the water rates should generate adequate revenue to meet future needs. The rate study will be coordinated with the 5-year Capital Improvement Plan which will be presented to the Town Council as part of the 2026 Annual Budget.

On May 5, 2025, the Town Council adopted Financial 12 – Utility Enterprise Fund. This policy states that the Town's Water utility enterprise fund generates revenue to recover the cost of providing water. User rates and fees are established to recover the cost of providing this service.

Section 12.02 states that that Town will establish rates and fees at levels that recover the total direct and indirect costs, including operations, capital outlay, unrestricted cash reserve requirements, debt service and debt coverage requirements for water services. Rates will be reviewed in conjunction with the Town's annual capital planning and budgeting process.

DISCUSSION

The Town conducted its most recent water rate study in 2016 and developed a 5-year rate increase schedule. Water rates have not been increased since 2021.

On April 9, 2025, the Town issued a Request for Proposals for consultant services for a Water Rate Study. Proposals were due on May 5, 2025. The Town received eight (8) proposals by the due date. Evaluation criteria were developed prior to the proposal submission deadline along with identifying staff members to serve on the proposal review committee.

On May 27, 2025, the review committee, with representatives from Finance and Public Works met to discuss the proposals and select the top consultant firm. Willdan Financial Services was selected and an in-person interview was subsequently scheduled for June 4, 2025. Following this interview meeting, the

entire team agreed that Willdan Financial Services is the most qualified and best suited to provide consultant services for a water rate study.

Work on the cost allocation plan and water rate study is expected to begin in July and completed in December 2025. The consultant and staff will present the water rate study to the Town Council to seek approval of the full cost recovery rates.

RESOLUTION: Staff have submitted Resolution 41-2025 approving an Agreement with Willdan Financial Services in the not to exceed amount of \$37,260 for consultant services for a water rate study.

TOWN OF MONUMENT

RESOLUTION NO. 41-2025

**A RESOLUTION AUTHORIZING AN AGREEMENT WITH WILLDAN
FINANCIAL SERVICES FOR CONSULTANT SERVICES TO
CONDUCT WATER RATE STUDY**

WHEREAS, Financial Policy 12 – Utility Enterprise Fund adopted by the Town Council on May 5, 2025 identifies the need and purpose of water rates; and

WHEREAS, Section 12.02 states that the Town will establish rates and fees at levels that recover the total direct and indirect costs, including operations, capital outlay, unrestricted cash reserve requirements, debt service and debt coverage requirements for water services; and

WHEREAS, Town staff issued a Request for Proposals on April 9, 2025 for water rate study consultant services; and

WHEREAS, as of the proposal submission date of May 5, 2025, the Town received eight proposals; and

WHEREAS, Staff has evaluated the eight (8) proposals and recommends that Willdan Financial Services be awarded the contract for water rate study consultant services.

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

The Town Council hereby awards an agreement for water rate study consultant services in the not-to-exceed amount of \$37,260 and authorizes the Town Manager to execute said agreement.

PASSED AND RESOLVED by the Town Council of the Town of Monument, El Paso County, Colorado, this 16th day of June 2025 by a vote of ____ for and ____ against.

TOWN OF MONUMENT

Mitch LaKind, Mayor

ATTEST:

Tina Erickson, Town Clerk



**PROFESSIONAL SERVICES AGREEMENT FOR
WATER RATE STUDY CONSULTANT SERVICES
BETWEEN**

**TOWN OF MONUMENT
and
WILLDAN FINANCIAL SERVICES**

THIS SERVICES AGREEMENT ("Agreement") is made and entered into the most recent day and year set forth below by and between the **TOWN OF MONUMENT**, a home-rule municipality organized under the laws of the State of Colorado ("Town"), whose mailing address 645 Beacon Lite Road, Monument, CO 80132, and **WILLDAN FINANCIAL SERVICES** ("Contractor"), whose mailing address is 3190 South Vaughn Way, Suite 550, Aurora, Colorado, 80014. The Town and the Contractor are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

WITNESSETH:

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

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

2. Time of Commencement and Completion of Services. The services to be performed pursuant to this Agreement shall be initiated no later than July 7, 2025 and completed no later January 31, 2026. Any modifications to such deadlines must be agreed upon in writing by the Parties prior to the applicable deadline.

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

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

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

5. Compensation. In consideration of the services to be performed pursuant to this Agreement, the Town agrees to pay the Contractor the amounts set forth in Exhibit A. Total compensation shall not exceed Amount of \$37,260 in Exhibit A. The Town shall provide no benefits to the Contractor other than the compensation stated above. The Contractor shall bill its charges to the Town periodically, but no more frequently than once a month.

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

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

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

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

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

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

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

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

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

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

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

13. Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

14. Intentionally Deleted.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signature Pages Follow]

TOWN:

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

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

CONTRACTOR:

WILLDAN FINANCIAL SERVICES

By:  _____
Name: **Chris Fisher** _____
Title: **Vice President/Director** _____
Date: **June 5, 2025** _____

EXHIBIT A
SCOPE OF SERVICES AND COMPENSATION

A. Cover Letter

May 5, 2025

Ms. Jennifer Phillips
Director of Finance
Town of Monument
645 Beacon Lite Road
Monument, CO 80132

Re: *Proposal in Response to RFP No: 25-002 – Water Rate Study*

Dear Ms. Phillips,

Willdan Financial Services (“Willdan”) appreciates this opportunity to present our proposal to conduct a Water Rate Study for the Town of Monument (“Town”). We understand that the primary purpose of the study is to independently assess and evaluate the Town’s water rates through an updated financial plan and rate design process.

Willdan is one of the largest public sector financial consulting firms in the United States. Our company has helped over 800 public agencies successfully address a broad range of financial objectives, such as financing the costs of growth and generating revenues to fund the desired services. Our firm contains professionals with decades of experience in water operations and economic/financial management, and the Willdan Team is highly qualified for this engagement. These qualifications include:

Experienced Team — For this engagement, Willdan has assembled a Project Team of senior level consultants that have the experience and qualifications to perform the requested services. Willdan Team members have completed highly successful comprehensive rate studies for Cities and Districts in Colorado, including the ***City of Durango, CO; the City of Alamosa, CO; the Woodmen Hills Water and Sanitation District; the Metro Wastewater Reclamation District, the City and County of Broomfield; and the City of Brighton with an ongoing study with the City and County of Denver.***

Unique Approach — Our approach to utility rate development has been carefully honed over the years. Unlike individual engineering and financial firms that may specialize in one area or the other, Willdan combines unsurpassed utility rate modeling and financial planning (Willdan’s specialty) with proven operational and economic analysis. We will work collaboratively with Town staff to carefully assess and understand the unique utility system concerns and issues, and develop a tailored, rather than a “cookie-cutter,” approach.

Willdan’s interactive approach will result in a customized Excel financial model that is easy to use, and that the Town will retain. The model and accompanying documentation will provide a focused and tailored analysis of the Town’s current rates, revenues, capital project and operational expenditures, debt commitments, reserve funding, and other financial data. The culmination of our analysis will be a comprehensive financial management plan that develops projected system operating results for 10 years and allows for alternative rate plans.

We will employ our proven interactive approach, supported with advanced financial modeling techniques, to develop a sophisticated and flexible financial model to help us guide the Town through operating and financial scenarios, while evaluating the impact of policy assumptions, and performing sensitivity analysis on utility rate and financial strategies.

Communicating the Results — Sound technical analysis is only one element of this process. To gain political and community acceptance, it will be equally important to effectively communicate results and implications of the proposed rate structure(s) to Town staff, the Town Council, key stakeholders and, ultimately, to those that will be subject to the new rates. Willdan works with clients to develop educational materials, bill inserts, and changes to information provided on utility bills to help educate stakeholders.

We have a proven track record of completing projects on time and staying within the quoted budget. We encourage you to contact our references for feedback on our performance, commitment to our clients and adherence to project milestones.

We are excited about this opportunity to use our skills and expertise to serve the Town of Monument. To discuss any aspect of this submittal or notify of selection, please contact Principal Consultant Kevin Burnett directly, his contact information is included in the table below.

Contact Information
Project Manager
Kevin Burnett, MS, MA Principal Consultant 3190 S. Vaughn Way, Suite 550, Office 523 Aurora, Colorado 80014 Tel#: (303) 990-4616 Email: KBurnett@Willdan.com https://www.willdan.com/solutions/financial-consulting

As a Vice President of Willdan Financial Services, I am authorized to bind the firm to the terms of this proposal, as well as the subsequent agreement.

Sincerely,

WILLDAN FINANCIAL SERVICES



Chris Fisher
Vice President / Director



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B. Schedule

We will request timely cooperation from Town staff, as delays in responding to our requests for data and review will likely result in corresponding delays to the project schedule. If that is the case, we will notify the Town immediately of the possible impact on the schedule. A specific project schedule will be developed following consultation with, and in concert with, Town staff.

Town of Monument, CO																											
Water Rate Study																											
Proposed Project Timeline																											
Scope of Services	July				August				September					October				November				December					
	7	14	21	28	4	11	18	25	1	8	15	22	29	6	13	20	27	3	10	17	24	1	8	15	22	29	
Task 1 – Data Evaluation, Validation and Initial Staff Planning Workshop	①																										
Task 2 – Develop Optimized Financial Management Plan						②																					
Task 3 – Cost of Service Analysis and Rate Design								③				④															
Task 4 – Reports, Presentations & Public Information																											

Deliverables

- | | |
|---|---|
| ① Kick off meeting | ④ Review Preliminary Rates with Staff |
| ② Review Preliminary Financial Findings | ⑤ Present Recommendations at a Public Hearing |
| ③ Conduct Rate Design Workshop | 📄 Draft and final reports |

C. Cost Proposal

Utility Rate Study

Willdan Financial Services will perform the tasks described within our scope of services for a **Fixed Fee of \$37,260**.

Town of Monument, CO									
Water Rate Study									
Fee Proposal									
				K. Burnett <i>Project Manager</i>		J. McGarvey <i>QA/QC</i>	T. Sturms <i>Sr. Project Analyst</i>	Total	
				\$270	\$300	\$150	Hours	Cost	
Scope of Services									
Task 1 – Data Evaluation, Validation & Initial Staff Planning Workshop				8.0	1.0	24.0	33.0	\$	6,060
Task 2 – Develop Optimized Financial Management Plan				16.0	2.0	24.0	42.0	\$	8,520
Task 3 – Cost of Service Analysis and Rate Design				20.0	2.0	40.0	62.0	\$	12,000
Task 4 – Reports, Presentations & Public Information				24.0	2.0	24.0	50.0	\$	10,680
Total Willdan Labor Costs				68.0	7.0	112.0	187.0	\$	37,260
Total Cost								\$	37,260

Notes:

- The fee denoted above includes meeting fees for the project team.
- The Town will be invoiced on a monthly percentage-completion basis. Invoices will include a description of services, as well as a summary of costs to date by task.
- We will perform additional tasks, outside our scope of services, as requested and authorized by the Town for an additional fee using our current hourly rate schedule. Hourly rates are noted below.
- The Town shall reimburse Willdan for any costs Willdan incurs, including without limitation, copying costs, digitizing costs, travel expenses, employee time and attorneys' fees, to respond to the legal process of any governmental agency relating to the Town or relating to this particular project. Reimbursement shall be at Willdan's rates in effect at the time of such response.

Hourly Rates

Additional services may be authorized by the Town and will be billed at our then-current hourly overhead consulting rates. Our current hourly rates are listed below.

Willdan Financial Services Hourly Rate Schedule		
Position	Team Member	Hourly Rate
Vice President/Director		\$310
Managing Principal	Jeff McGarvey	\$300
Principal Consultant	Kevin Burnett	\$270
Senior Project Manager		\$250
Project Manager		\$210
Senior Project Analyst	Tiffany Sturms	\$150
Senior Analyst		\$135
Analyst II		\$120
Analyst I		\$110

D. Statement of Qualifications

i. Company Information

The requested information is noted in the table below.

Willdan Financial Services	
Company Information	
a) Organization	- Thomas D. Brisbin, Chairman of the Board - Mark J. Risco, President & CEO - Creighton K. Early Chief Financial Officer, Treasurer - Robert C. Fisher Vice President – Group Director - Gladys Ceballos, Vice President – Group Director - Jason Gray, Vice President - Dan V. Jackson, Vice President - Jeffrey McGarvey, Vice President - Josephine Moses, Vice President - Michael Vasquez, Vice President - Kate Nguyen, Secretary - Cathaleen D. Steele, Assistant Secretary - Rebekah L. Smith, Assistant Secretary
b) Time in Business	Willdan Financial Services, established in 1988, is a division of Willdan Group, Inc. (WGI), a publicly traded company that has been providing professional services since 1964.
c) Number of Employees	Willdan Financial Services employs a team of approximately 100 professionals dedicated to delivering specialized financial consulting services to public agencies.
d) Firm Project Volume	We currently manage a steady volume of projects with annual revenues in the millions of dollars. Our operations are scalable, and we have the capacity to accommodate increased demand while maintaining quality and efficiency. We are happy to discuss more specific figures under NDA if required
e) Colorado Project Volume	Our Colorado office manages an average of 25 - 30 projects annually. While annual revenue from these projects varies based on scope and client needs, we would be happy to discuss specific figures in more detail once under contract.
f) Key Differentiators	Our unique qualifications are highlighted on the following pages.

Firm Profile

Willdan Financial Services is an operating division within Willdan Group, Inc. (WGI), which was founded in 1964 as an engineering firm working with local governments. Today, WGI is a publicly traded company (WLDN). WGI, through its divisions, provides professional technical and consulting services that ensure the quality, value and security of our nation’s infrastructure, systems, facilities, and environment. The firm has pursued two primary service objectives since its inception—ensuring the success of its clients and enhancing its surrounding communities.

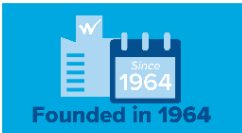
A financially stable company, Willdan has approximately 1,500 employees working in more than a dozen states across the U.S. Our employees include a number of nationally recognized Subject Matter Experts for all areas related to the broadest definition of connected communities—*three of whom are committed to contribute their expertise throughout the duration of the Town of Monument’s Water Rate Study.*

Willdan has solved economic, engineering and energy challenges for local communities and delivered industry-leading solutions that have transformed government and commerce.

Willdan Financial Services

Established on June 24, 1988, Willdan Financial Services, is a national firm and is one of the largest public sector economic and financial analysis consulting firms in the United States. Since that time, we have helped over 800 public agencies successfully address a broad range of infrastructure challenges.

Our staff of nearly 100 full-time employees support our clients by conducting year-round workshops and on-site training to assist them in keeping current with the latest developments in our areas of expertise. Willdan assists local public agencies by providing the following services:



Founded in 1964



50+
Offices
Nationwide



800+
Municipal/Government Clients

Experience across

13 States 7 Countries



Experience spanning

30+ Years



240+ Utility Rate Studies in the past 5 years



Members of

American Water Works Association
AWWA

The Water Environment Federation
WEF

The WaterReuse Foundation
WRF

National Association of Certified Valuers and Analysts
NACVA

DIVERSE STAFF



Project Managers



Financial Consultants



Community Engagement Experts



CPA's



Certified Valuation Analyst

Willdan Financial Services	
Services	
- Utility rate and cost of service studies; - User fee studies; - Cost allocation studies; - Real estate economic analysis; - Tax increment finance district formation and amendment; - Property tax audits; - Housing development and implementation strategies;	- Development impact fee establishment and analysis; - Economic development strategic plans; - District Administration Services; - Municipal advisory services; - Feasibility studies; - Arbitrage and continuing disclosure services; - Debt issuance support; and - Long-term financial plans and cash flow modeling.

Utility Rate Experience

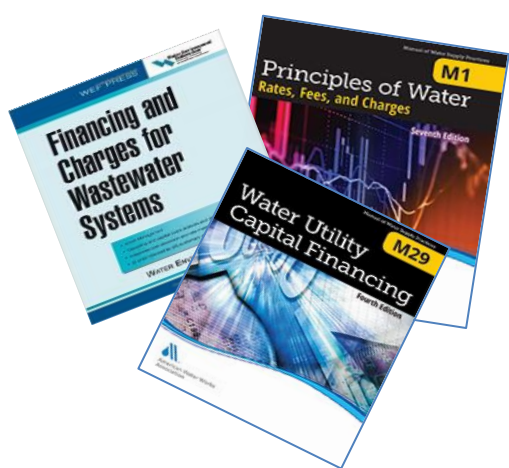
For over two decades, Willdan team members have provided professional consulting services, which entail financial planning; rate and cost-of-service studies including wholesale analysis; alternative and feasibility analyses; and operational and management studies for water, reclaimed water, wastewater, solid waste, and stormwater utility clients across the United States.

Additionally, Willdan team members are involved with the development of the rate-setting methodologies set forth in the American Water Works Association (AWWA) M1 manual “Principles of Water Rates, Fees and Charges,” and the AWWA M29 manual, “Water Utility Capital Financing.” Willdan is nationally recognized for its expertise with team members frequently being called upon to speak or instruct on utility financial matters, as subject matter experts, including at the AWWA Utility Management conference.

At present Mr. Burnett is involved in the current update to the M1 manual.

Willdan team members are experienced in a broad range of utility planning services and therefore understand the importance of an approach that integrates elements of utility planning, engineering, and finance. Willdan team members possess considerable experience in utility rate and cost-of-service studies and have performed these services for hundreds of utilities throughout the country. Our team includes staff with public sector experience spanning 30 years, and staff on the forefront of utility ratemaking and rate-modeling. In addition, team members have held positions as finance directors, deputy city managers, and auditors, and therefore understand the financial, operational, and political realities faced by governmental staff and management; we craft solutions which are sensitive to this.

Willdan Financial Services	
Utility Experience and Expertise	
▪ Retail and wholesale rate studies ▪ Revenue sufficiency analyses ▪ Utility management and policy assistance ▪ Connection fee / tap fee studies ▪ Miscellaneous fee and charge studies ▪ Renewal and replacement sufficiency analyses ▪ Comprehensive alternatives analyses ▪ Capital project funding studies	▪ Interactive rate model development with dashboards showing key performance indicators ▪ CIP financial scenario planning ▪ Rate ordinance drafting ▪ Billing system validation/rate testing ▪ Bond feasibility reports ▪ Valuation/divestiture studies ▪ Life Cycle Costs Analyses



Willdan will work with the Town to identify and prioritize operational and fiscal objectives, and match these to specific rate attributes; and use this information throughout the engagement to develop a comprehensive financial plan and design utility rates that effectively meet these goals. The culmination of our analyses will be rate policies that guide the rate setting process, and a financial management plan that develops projected system operating results for the utilities for the forecasted period. Willdan will employ its proven interactive approach, coupled with advanced financial modeling techniques to design rates and a financial plan that meet established goals and performance criteria. These modeling techniques serve as a powerful decision-making tool and provide the Town with genuine business solutions and recommendations as to the strategic direction of its utilities.

During rate and financial planning projects we employ tools and techniques which focus on consensus building among stakeholders to ensure the team understands the future financial implications of current management decisions. Our extensive project expertise is bolstered by our unique interactive financial planning process and model

ii. Similar Completed Projects

The table below provides an abbreviated listing of regional projects that are similar in nature to those being requested by the Town, *completed by the Aurora office team members in the previous five years, or are now in progress.*

Willdan Financial Services 5 Year Utility Rate and Cost of Service Studies		
Year	Agency / Client	Project
In progress	Town of Gunnison, CO	Water and Wastewater Utility Rate Study
In progress	City and County of Denver, CO	Wastewater – Sewer and Stormwater Study
In-progress	Town of Berthoud, CO	Utility Rates and Development Impact Fees Study
2025	Town of Frederick, CO	Water Rate Study
2023	Upper Thompson Water and Sanitation District, CO	Water and Wastewater Cost of Service & Plant Investment Fee Study
2023	Little Thompson Water District, CO	Water Rate and Plant Investment Fee Study
2023	City of Lake Havasu, AZ	Water and Wastewater Cost of Service Analysis and Rate Study
2023	Town of Gilbert, AZ	Water and Solid Waste Financial Plan and Rate Analysis
2022	City of Durango, CO	Water and Wastewater Rate and Tap Fee Study
2022	City of El Mirage, AZ	Water, Wastewater and Solid Waste Rate Study Update
2022	City and County of Broomfield, CO	Water and Sewer Rate Study
2022	City of Brighton, CO	Non-potable Water Rate Study
2022	City of Commerce City, CO	Impact Fee Study
2021	Town of Gilbert, AZ	Water and Wastewater Cost of Service Rate Study
2021	City of Kingman, AZ	Comprehensive Water and Wastewater Rate Study
2021	City and County of Denver, CO	Sanitary Sewer and Storm Drainage Rate, Connection Fee, and Bond Feasibility
2021	City of Sedona, AZ	Sewer Cost of Service and Capacity Fee Study
2021	Town of Cave Creek, AZ	Water and Sewer Cost of Service and Capacity Fee Study
2019	City of Kingman, AZ	Sanitation Rate Study
2018	City of Brighton, CO	Utility Rate and Fee Study
2018	City of Fruita, CO	Sewer Rate Study
2018	Town of Huachuca City, AZ	Water and Sewer Financial Planning Study
2018	City of Sedona, AZ	Wastewater Rate and Capacity Fee Study
2018	City of Bullhead City, AZ	Sewer Rate Study
2016	Widefield Water and Sanitation District (Colorado Springs, CO)	Water and Sewer Utility Rate Study

iii. Project Specific Information

Project Understanding

The Town of Monument (“Town”) has a population of over 11,000 residents and encompasses approximately 6.84 square miles. As of the most recent estimates, the Town includes over 10,000 housing units, reflecting significant growth in recent years. The Town is seeking to complete a new financial plan for its water enterprise fund, including a water rate study to ensure the water utility remains financially sustainable and adequately supports current operations, future growth, and capital improvement needs. A review of the financials of the water utility indicates that for the 2020 and 2021 periods a net operating income was realized with an increase in net operating income in 2021. In contrast for 2022 and 2023 the water utility experienced a net operating loss with an increase in the magnitude of the loss between 2022 and 2023.

This project will use our Microsoft Excel-based model, populated with the Town’s data

We understand that the broad objective of the study is to develop a 10-year financial plan to understand the Town’s operating, maintenance, debt service and capital needs, and recommend rates and fees to adequately fund the water utility operations and capital costs with rates and fees that will recover sufficient revenues in an equitable and defensible manner, while minimizing the impact on ratepayers to the greatest degree possible.

Approach to Scope

As described herein, and detailed in our work plan, our approach to the water rate study is ***built around a primary objective; working collaboratively with the Town to develop a comprehensive financial plan and model for the Town’s water enterprise fund, using the model to develop and evaluate various rate, financial and capital funding scenarios, to arrive at final plans and sets of recommended rates that have a clear rationale and basis.***

Our consultants understand the importance of an approach that integrates elements of utilities planning, engineering, and finance.

Willdan’s interactive approach will result in a tailored analysis of the current water utility rates, revenues, funds, capital and operational expenditures, debt commitments, miscellaneous charges, and other financial data. The baseline financial assessment is the first step in the development of a forward-looking plan geared toward the development of updated rates charges that ensure stable,

sufficient funding for water utility operations, and target Town policy and practical considerations. The culmination of our analysis will be a comprehensive financial management plan that develops projected water system operating results for ten years.

We will employ our proven interactive approach, supported with advanced financial modeling techniques and graphical interfaces, to develop a sophisticated and flexible financial model to guide the Town through operating and financial scenarios, while evaluating the impact of policy assumptions and reserve and capital financing alternatives, and performing sensitivity analysis on water rate strategies.

Our rate study analysis will include comprehensive financial management plan alternatives for the next ten years.

As part of this analyses, Willdan will develop a comprehensive financial analysis — incorporating revenue requirements such as operating expenses, transfers, reserve requirements, minor capital expenses, cash-funded major capital expenditures and annual debt service expenses – and we will also provide a functional cost breakdown consistent with industry standards.

The culmination of the revenue requirements analysis, which will include capital project financing plans, and the cost-of-service allocations will be alternative rate plans. The alternatives will provide sufficient revenue to meet the ongoing funding needs of the system while recovering costs from customers in a manner that is fair, equitable and within reasonable customer impact parameters, given the magnitude of revenue required to fund water system costs.

During this project, we will utilize a Microsoft Excel-based model, with an interactive dashboard, as a comprehensive financial tool to allow planning and evaluation of variable inputs and assumptions, thereby creating a thorough analysis of revenue requirements. These analyses are then seamlessly integrated with the rate development component of the model to demonstrate and project various rate design alternatives, and the effects they would have on the Town’s financial outlook.

The model is used in meetings, in order to efficiently cycle through rate scenarios and establish the most viable rate plans for the Town. During these interactive meetings, ***we invite Town staff to participate in scenario planning / “what-if” sessions*** where we use the dashboard to demonstrate and evaluate the financial/rate impact of alternative data (CIP, operating costs, etc.) and assumptions (interest rates, customer growth, cost escalation, etc.) in real-time to focus on the most critical drivers of the analysis. This ensures the resulting rate plan alternatives are viable from a financial, operational, managerial, and political perspective, by demonstrating the future financial impacts of current management decisions to the rate study team, so that only viable rate plan alternatives are considered.

Interactive, “What-If” Model Capability

Our Excel-based rate model has all of the elements necessary to conduct a full financial planning analysis and rate study. The comprehensive analysis model allows us to develop various scenarios regarding such things as

An Excel version of the model will be provided to Town of Monument for use by Town staff.

- i) Capital financing alternatives;
- ii) Debt service coverage tests; and
- iii) Liquidity tests (cash reserves) and modeling of rate structure alternatives to test “what-if” scenarios, to address such questions that may arise during project team meetings with staff or elected officials. This process helps to gain consensus regarding the rate and financial plan which best addresses your needs.

Features of the analysis model include the ability to incorporate line-item data and assumptions that are then summarized in a graphic dashboard to show key financial indicators for the utility system. The sample dashboard, shown below, illustrates how we can summarize data, assumptions, and calculations into an easy-to-understand graphical interface that updates with each alternative scenario evaluated.

To summarize, rate model development is an integral part of the Willdan consulting process, and one in which staff and other stakeholders play a collaborative role.

At the completion of the analysis, the model will be customized to generate the financial metrics and targets desired by the Town. The ultimate goal is to develop an effective, efficient, and interactive working relationship that will carry forward into future rate-setting processes.



Proposed Scope of Services

Within this subsection are the general tasks necessary to facilitate the Town's Utility Rate Study. The following activities are based on Willdan's current understanding of the services requested and are subject to revision based on further discussions with the Town. ***The Town's input on how we proceed through these tasks is paramount; this is our preliminary work plan based on our experience.***

Task 1 – Data Evaluation, Validation, and Initial Staff Planning Workshop

Based on our experience, it is most effective to obtain and review documentary information prior to the first meeting. Willdan's consultants are experienced professionals who can quickly interpret and evaluate utility documents, operating reports, financial reports, and statistics. Typically, questions can be resolved via telephone or e-mail. This approach respects your staff's time and ensures that Willdan is completely prepared for a productive first meeting.

After Willdan has developed a sound understanding of the information provided, we will schedule an initial staff workshop, which will have three purposes:

1. Review and resolve (or develop a plan for resolving) remaining data issues and questions;
2. Conduct a financial policies and planning workshop to develop assumptions for refining the financial forecast and identifying rate design options; and
3. Conduct a detailed review of the data used in the baseline financial forecast.

Activities:

- Prepare and transmit data and information request;
- Follow-up via telephone and/or e-mail to resolve questions;
- Document the nature, form and quality of the data and information received; and
- Based on documentary information, initialize Willdan's financial planning model and prepare a baseline scenario.
- ***Prepare presentation and resource materials for the workshop;***
- ***Conduct the workshop.*** *These meeting(s) may require a half day, with a morning or afternoon session. At that time, we anticipate we could prepare a "game plan" with Staff for the remainder of the project; and*
- ***Deliver a master project schedule.***

Deliverables:

- Documenting of the data and information received, with comments regarding quality and a list of outstanding issues and questions; and
- Pro-forma results, with graphics, of the baseline financial planning scenario and a financial forecast model prepared for initial review with staff.

Task 2 – Development of an Optimized Financial Management Plan

Willdan will refine the customized financial planning model as a tool for the Town to analyze the water utility's current and projected flow of funds and financial position under various scenarios. The model will include the following:

- Revenue analysis;
- Customer growth and demand projections;
- Operating expense projections;
- CIP funding;
- Other revenue requirements. Non-operating revenue requirements will be identified and projected over the forecast period. A major component of these non-operating revenue requirements is principal and interest payments associated with outstanding and anticipated debt. We will also incorporate pertinent Town fiscal policies, such as reserve requirements; and
- Bond compliance analysis.

It is important that a credible financial planning foundation be established.

One of the first things stakeholders want to know is "have we done everything we can to make all this work without a rate increase?" It is essential to put a financial management plan on the table that assures top management, elected officials, and the public that the Town has prepared an optimal plan, balancing creativity, and responsibility.

Once the revenue sufficiency model has been developed and calibrated, we will facilitate a decision support workshop with Town representatives. During this meeting, we will review the baseline modeling results and interactively test various “what-if” scenarios to ensure that the model reflects the Town’s future financial position under the most realistic assumptions, including potential changes in weather patterns and State regulations.

At the workshop, we will review the underlying data and assumptions in the model and begin testing various alternative assumptions. This will be accomplished using a “dashboard” of the model projected on screen, with the entire group observing and participating. This real-time feedback, with the use of clear graphical displays, allows the entire team to quickly understand the implications of alternative assumptions and either pursue the idea further or discard it and move on to another idea.

The process allows full participation by stakeholders in simulation exercises that quickly and effectively demonstrate the effect of alternative financial plans on the Town’s financial condition. Changes in various parameters such as operating and capital expenditures, reserve requirements, or customer growth rates can be evaluated in terms of resulting rate increases. Alternatively, certain levels of rate increases can be evaluated in terms of the resulting effect on the Town to meet budgeted and projected costs, maintain reserves, comply with debt service coverage requirements, and maintain a generally sound financial condition.

In the context of a revenue bond issue (if needed), this process will be carried out with the financing team. We will work with bond counsel, disclosure counsel, underwriters, and the Town’s financial advisor to ensure that the financial feasibility of the issue is fully supported.

Activities:

- Develop a preliminary set of financial planning scenarios for water in the customized financial model;
- Prepare presentation and resource materials for the workshop; and
- Conduct the decision support workshop. The workshop meeting may require a full day, with morning and afternoon sessions.

Deliverables:

- Presentation and resource materials;
- Documentation of the results of the workshop:
 - Results and discussion of experimental scenarios;
 - Evaluation of scenarios; and
 - Identification of a relevant set of scenarios for presentation to top management, elected officials and other stakeholders.
- A calibrated customized financial model for use by staff to begin the process of developing and refining financial planning skills using the model as a tool; and
- Customized reports in the financial model based on the requirements of schedules for bond feasibility studies.

Task 3 – Cost of Service Analysis and Rate Design

Willdan will perform a cost-of-service analysis to ensure that the costs associated with water operations are allocated equitably to each customer class, to support the development of cost-based rates, and to aid in the development of financial plans for the future. The cost-of-service activities will be coupled with the revenue sufficiency and rate modeling tasks, so that the impact of changes in capital expenditures, O&M expenditures, growth projections, and other parameters on the cost-of-service can be determined. The analysis will be consistent with methodologies published in AWWA’s Manual M1 Principles of Water Rates, Fees and Charges.

This analysis will include gathering cost information associated with water rates and allocation to functions, classification, and each existing customer class. We will also review the number and type of existing customer classes and make recommendations to modify customer classes, if necessary.

The allocation of water rates to customer classes will be conducted to estimate the cost of serving each customer class and to enable rate restructuring, as necessary, based on the service requirements. Costs will be allocated in accordance with industry standards.

Classification of Costs

Operating and non-operating costs will be classified into functional components. Classification of costs into functional components will allow costs (including general and administrative costs) to be allocated between:

- Functional components;
- Current and future customers (user fees and tap fees, respectively);
- Identify costs associated with repair and maintenance versus expansion to serve new/re-development; and
- Each customer class.

This task will involve modeling four (4) alternative rate structures using the Town's financial data and billing statistics to demonstrate the resulting customer impacts and to identify key issues associated with the new rates and charges.

Basic standards for rate design accepted by the industry are:

- **Revenue sufficiency** – rate revenue should provide sufficient income so that, when combined with other sources of funds, total system costs are covered.
- **Fairness and equity** – based on cost responsibility as reflected in cost-of-service allocations, in accordance with industry standards.
- **Customer Classifications** – Identify customer classes based on usage patterns and characteristics.
- **Conservation** – promote a value of water approach to rates.
- **Administrative simplicity** – so that rates are understandable to customers and efficiently administered by staff.
- **Customer acceptance** – customers understand the rates, view them as fair, and consider them to be reasonable compared to other costs and other utilities.

Objectives such as equity and cost recovery are given in this type of analysis, but additional items such as customer acceptance and simplicity are often key concerns for stakeholders. While there are many common objectives, some objectives vary by utility, due to different operating conditions, such as previous responses to rate increases, customer class demographics, resource availability, growth pressures and socioeconomic conditions. Our analysis will help the Town align rates in support of overall goals. Through the rate design process, we will update the existing rate structures for cost-of-service as well as developing two additional rate structure alternatives.

Activities:

- Enter cost data into Willdan's cost-of-service worksheets;
- Adjust and calibrate allocation factors consistent with the Town's system characteristics;
- Prepare and review cost-of-service allocations; and
- Prepare technical memorandum.
- Obtain and test billing system data;
- Incorporate billing system data into rate design model;
- Calibrate and validate the model by replicating current revenue at current rates; and
- Develop initial set of rate design scenarios based on project initiation workshop with the Town.

Deliverables:

- Cost-of-service allocation tables and summaries;
- Benchmarking comparisons to other agencies of similar population; and
- Draft Report under development at this time, documenting the results of the cost-of-service study.
- Presentation and resource materials for the rate design workshop;
 - Results and discussion of experimental scenarios;
 - Identification of fixed versus variable costs;
 - Evaluation of scenarios;
 - Identification of a relevant set of scenarios for presentation to top management, elected officials and other stakeholders; and
 - Provide rate comparison to up to 10 neighboring communities.

Task 4 – Reports, Presentations, and Public Information and Educational Assistance

Taking a proactive role in communicating with stakeholders increases trust in the utility provider, improves the stakeholders' understanding of utility operations and services, and establishes a foundation for future positive relations within the community. Willdan envisions an outreach program that utilizes an effective combination of communication tools, reaching numerous people with a message that accurately reflects the Town's goals. The extent of our program will be determined by the Town's decision about stakeholder involvement. During this task, we will develop presentation formats specifically tailored to the needs of the audience. We stress clear, concise presentation of findings, using easily understandable terminology and clear, colorful graphics. Assigned staff is trained, skilled and experienced in managing difficult presentation environments at all organizational levels in a manner that results in the satisfaction of the audience's need for information. We recognize that the presentation of recommendations for rate increases and significant changes in rate structure can be difficult and must be managed with tact, confidence, and honesty.

Activities:

- Prepare reports, public information communications, and presentations that will be reviewed with staff and revised;
- Make presentations to staff, top management, elected officials (up to 2 meetings), and other stakeholders;
- Participate in bi-weekly progress report meetings; and
- Review and approve rate ordinances/resolutions for consistency with adopted rate recommendations.

Deliverables:

- PowerPoint presentation for public meetings, with summary information in pamphlet form;
- Executive summary report for top management, governing body, and the public;
- Financial Model via Excel Spreadsheet;
- Comparison of rates and fees to comparable communities; and
- Final Comprehensive Utility Rate Study report, including a description of methodology utilized, justification for underlying forecast assumptions, and documentation of the decision-making process, to act as documentation of the work performed. 3 (three) bound copies & 1 (one) PDF

Town Staff Support

To complete our tasks, we will need the cooperation of the Town of Monument staff. We suggest that the Town assign a key individual to represent the Town as the project manager who can function as our primary contact. We anticipate that the Town's project manager will:

- Coordinate responses to requests for information;
- Coordinate review of work products; and
- Help resolve policy issues.

Willdan will rely on the validity and accuracy of the Town's data and documentation to complete the analysis. Willdan will rely on the data as being accurate without performing an independent verification of accuracy and will not be responsible for any errors that result from inaccurate data provided by the client or a third party.

Project Disclaimer

The Town of Monument further represents, acknowledges, and agrees that:

- (i) The Town uses the services of one or more municipal advisors registered with the U.S. Securities and Exchange Commission ("SEC") to advise it in connection with municipal financial products and the issuance of municipal securities;
- (ii) The Town is not looking to Willdan to provide, and Town shall not otherwise request or require Willdan to provide, any advice or recommendations with respect to municipal financial products or the issuance of municipal securities (including any advice or recommendations with respect to the structure, timing, terms, and other similar matters concerning such financial products or issues);
- (iii) The provisions of this proposal and the services to be provided hereunder as outlined in the scope of services are not intended (and shall not be construed) to constitute or include any municipal advisory services within the meaning of Section 15B of the U.S. Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules and regulations adopted thereunder;
- (iv) For the avoidance of doubt and without limiting the foregoing, in connection with any revenue projections, cash-flow analyses, feasibility studies and/or other analyses Willdan may provide the Town with respect to financial, economic or other matters relating to a prospective, new or existing issuance of municipal securities of the Town, (A) any such projections, studies and analyses shall be based upon assumptions, opinions or views (including, without limitation, any assumptions related to revenue growth) established by the Town, in conjunction with such of its municipal, financial, legal and other advisers as it deems appropriate; and (B) under no circumstances shall Willdan be asked to provide, nor shall it provide, any advice or recommendations or subjective assumptions, opinions or views with respect to the actual or proposed structure, terms, timing, pricing or other similar matters with respect to any municipal financial products or municipal securities issuances, including any revisions or amendments thereto; and
- (v) Notwithstanding all of the foregoing, the Town recognizes that interpretive guidance regarding municipal advisory activities is currently quite limited and is likely to evolve and develop during the term of the potential engagement and, to that end, the Town will work with Willdan throughout the term of the potential Agreement to ensure that the Agreement and the services to be provided by Willdan hereunder, is interpreted by the parties, and if necessary amended, in a manner intended to ensure that the Town is not asking Willdan to provide, and Willdan is not in fact providing or required to provide, any municipal advisory services.

Proposed Project Team

Key Staff

Our management and supervision of the project team is very simple: staff every position with experienced, capable personnel in sufficient numbers to deliver a superior product to the Town, on time and on budget. With that philosophy in mind, we have selected experienced professionals for this engagement. We are confident that our team possesses the depth of experience that will successfully fulfill your desired work performance.

Town of Monument Project Team		
Team Member	Project Role	Responsibility to the Rate Study Engagement
Kevin Burnett, MS, MA Principal Consultant	Project Manager	- Model development; - Produce key elements of the analyses; - Responsible for project deliverables; - Model development; - Quality assurance & control; - Report preparation; - Stakeholder outreach; and - Meeting and presentation attendance.
Jeffrey McGarvey Managing Principal	Technical Advisor QA / QC	- Technical guidance; - Project oversight; - Quality assurance & control; - Oversee key elements of the analyses; - Third party reviewer; and - Report evaluation.
Tiffany Sturms, MSA Project Analyst	Project Analyst	- Collect, interpret, and analyze key data; - Assistance with model development; - Report preparation; and - Meeting and presentation attendance.

Staff Continuity

Mr. Burnett has been assigned to serve as the Town's representative; and has been selected for this role due to his extensive experience, which includes the preparation and supervision of numerous utility rate studies, as well as his experience presenting to governing bodies, stakeholders, and industry groups.

Project Availability

Willdan's Financial Consulting Services group is composed of a team of over 30 senior-level professional consultants. While each member of the project team currently has work in progress with other clients, the workload is at a manageable level with sufficient capacity to meet the needs of the Town.

Resumes

Resumes for the proposed team members are provided on the following pages.

Kevin Burnett, MS, MA

Project Manager

Education

Master of Arts,
Economics, State
University of
New York, Buffalo

Bachelor of Arts,
University of
Waterloo, Ontario

Areas of Expertise

Financial Planning

Cost of Service Studies

Rate Design

Impact Fees

Bond Feasibility

Affiliations

American Water Works
Association

Additional Qualifications

Municipal Advisor
Representative (Series 50)

24 Years' Experience

Mr. Burnett is a Principal Consultant with 24 years of utility analysis experience. Mr. Burnett maintains extensive experience with utility rate and cost of service studies for retail and wholesale use. His project experience includes water, wastewater, reuse, stormwater, and solid waste rate studies using state-of-the-art utility financial planning tools. He has developed both short and long-term financial plans for utilities of all sizes – including regional water authorities and regional sewer providers with individual wholesale service contracts.

Select Relevant Experience

Widefield Water and Sanitation District, CO — Water and Sewer Utility Rate Study: As project manager and lead analyst, Mr. Burnett provided analytical support for this engagement, gathered, and verified necessary data, and assisted in the development of the model and completion of the report. A comprehensive multi-year capital financial analysis was developed, culminating in a rate and financial management plan projecting operating results for each utility system.

City of Brighton, CO — Water, Wastewater and Storm Drainage Comprehensive Fee and Rate Study: Served as project manager responsible for the identification and prioritization of financial objectives and desired rate goals. Mr. Burnett led a team that reviewed existing rates and made recommendations that sought to effectively meet project goals. A comprehensive multi-year capital financial analysis was developed, culminating in a rate and financial management plan projecting operating results for each of the utility systems. The study also included a review and update of the City's plant investment fees (tap fees).

City and County of Denver, CO – Sanitary Sewer and Storm Drainage Rate, Connection Fee and Bond Feasibility Study: Mr. Burnett served as project manager and lead analyst for a six-year financial analysis of the City's Wastewater Enterprise Fund. The study included projection of rate increases to maintain the financial viability of the Enterprise Fund. Mr. Burnett worked closely with City staff and the City's financial advisor to conduct a bond feasibility analysis in support of a \$50 million revenue bond debt issuance to refund a prior debt issue and provide new money for future capital needs. The City's sanitary sewer connection fees were reviewed and updated to reflect the City's cost of providing new infrastructure to provide service to new connectors. The City and County of Denver recently engaged Willdan to conduct a new study to review the operations of the sanitary sewer and storm drainage utilities and complete a benchmarking analysis to other front range and national entities in terms of rate structures and billings. The purpose of the study was to identify refinements or improvements to the City's current approach to billing. A second study to develop feasibility of the City's potential first-time storm drainage impact fees was undertaken in conjunction with the benchmarking study.

Woodmen Hills Metropolitan District, CO — Water and Sewer Cost of Service Rate Study: Mr. Burnett served as project manager and lead analyst for the District's comprehensive water and sewer cost of service rate study. The project involved a reviewing the proportionate cost to serve each customer class as well as the costs to provide wholesale sewer service to a neighboring entity.

Metro Wastewater Reclamation District, CO — Sewer Connection Charge Review Study: Served as lead analyst on a study to review the Metro Wastewater Reclamation District's sewer connection charge methodology. The study involved an in depth review and challenge of assumptions, data, assessment schedule and overall philosophies and methodology in calculating and assessing sewer connection charges.

Jeffrey McGarvey

Technical Advisor, Quality Control/Quality Assurance

Education

*Bachelor of Science,
Finance, University of
Central Florida*

Areas of Expertise

Alternatives Analysis

Strategic Planning

Rate Studies

Cost of Service Studies

Revenue Bonds

Feasibility Analyses

Capital Funding

Acquisitions

Valuation Analyses

Affiliations

*American Water
Works Association*

*The Water
Environment
Federation*

*The Utility
Management
Conference*

*The WaterReuse
Foundation*

32 Years' Experience

Mr. McGarvey is a Vice President and Managing Principal in Willdan's Financial Consulting Services group, and for more than 32 years has provided professional consulting services to municipal water, wastewater, solid waste, electric, and natural gas utilities throughout the country. He possesses a broad range of municipal utility systems' experience, including special expertise in complex alternatives analyses; utility rate analyses; utility valuations and acquisitions; regionalization and consolidation studies; debt issuance support, such as the preparation of financial feasibility analyses associated with revenue bond issuance; capital financing analyses; strategic planning; rate and regulatory assistance; and instituting financial mechanisms to provide the sufficient recovery of operating and capital costs.

Rate and Cost of Service Studies

Mr. McGarvey has extensive experience in utility rates and cost of service studies for water, wastewater, solid waste, stormwater, electric and natural gas systems. This experience generally relates to performing budget analyses, customer and usage analyses, development of revenue requirements, cost of service allocations and sensitivity analyses related to the implementation of rate structures designed to promote desired usage characteristics.

Business and Strategic Planning

Mr. McGarvey has experience in developing complex financial and economic evaluation models for water, wastewater, solid waste, electric and natural gas systems throughout the country. Such experience generally relates to the development of business and strategic plans as well as performing structured alternatives analyses and sensitivity analyses related to the evaluation and implementation of system modifications such as service and operational changes, as well as planning for customer growth and capital expenditures.

Select Relevant Experience

City of Durango, CO — Water and Wastewater Rate Study: Mr. McGarvey led the preparation of a long-term financial plan, cost of service-based rates and updated plant investment fees.

The City needed to perform \$50 million in improvements to the wastewater treatment plant to comply with State wastewater treatment standards and to provide available capacity for new growth. A balanced financial plan was developed incorporating rate increases and anticipated debt to fully fund requirements and minimize customer impact.

City of Flagstaff, AZ — Water, Wastewater and Reclaimed Water Rate Study: Mr. McGarvey served as the technical advisor of the City of Flagstaff's utility rate analysis. In the wake of six water main breaks, the City was faced with decreasing revenues and increasing capital and operational costs. The proposed rates developed by Willdan reversed the City's trajectory of a falling operating reserve and provide the City with sufficient revenue to cover existing and future operations, maintenance, and debt service; all while being financially prudent and responsive to the concerns of the City's Water Commission. The proposed residential inclining block rate appropriately spreads the burden of increased costs based on a comprehensive analysis of customer demands.

City of Brentwood, TN — Water and Sewer Rate Study and Fee Update: Mr. McGarvey served as principal-in-charge for this engagement, which included a comprehensive review of water and sewer rates as well as updating the City's water and sewer development charges (tap-on fees). One of the project objectives included the maintenance of their high bond rating, as such, the initial phase of this engagement involved assisting the City to develop best management practices with regard to the financial management of the utility, including fund reserves, debt service coverage targets, and the frequency of future bond issues.

Tiffany Sturms, MSA

Project Analyst

Education

*Master of Science
Accounting,
Indiana Wesleyan
University*

*Bachelor of Science,
Accounting,
Indiana Wesleyan
University*

Areas of Expertise

Utility Rate Studies

Revenue Bonds

*Capital & Financial
Planning*

*Impact/Connection
Fee Studies*

Utility Valuations,

Assessment Programs

*Utility Optimization
Services*

7 Years' Experience

Ms. Sturms is a Senior Project Analyst within Willdan's Financial Consulting Services group. Her focal purpose is to assist principal consultants with utility rate and user fee studies, assessments/non-ad valorem studies, and other financial analyses. She is proficient with Microsoft Excel and has implemented vigorous analyses for a diversity of entities, including cities, counties, public service districts and investor-owned utilities.

Ms. Sturms has conducted an eclectic assortment of financial engagements, including credit default swaps (COVID-19 Pandemic, Sovereign Debt Crisis), mutual funds and hedge fund performance and style evaluations, investment strategies, leveraged portfolios, efficient frontier of optimal portfolios, constrained optimization, strategic analysis and recommendations, commercial banks ratio, liabilities/deposits, lending portfolio, non-interest income/expense, risk management, financing, and valuation analyses. Outlined below is Ms. Sturms' relevant project experience.

Select Relevant Experience

Utility Rate Study Experience

- Bay Laurel Center CDD, FL (Water, Sewer & Reclaimed Rate Study and Misc. Charges)
- City of Oviedo, FL (Water, Sewer & Reclaimed Rate Study)
- City of Orange Beach, FL (Water & Sewer Rate Study)
- City of Ormond Beach, FL (Water & Sewer Rate Study)
- Bella Collina CDD, FL (Water & Sewer Rate Study)
- City of South Daytona, FL (Water, Sewer & Stormwater Rate Study)
- City of DeLand, FL (Stormwater Rate Study)
- Starr-Iva Water & Sewer District, SC (Water Rate Study)
- City of West Columbia, SC (Water & Sewer Rate Study)
- City of Aiken, SC (Water, Sewer & Stormwater Rate Study)
- City of Fort Mills, SC (Water & Sewer Rate Study)
- City of Calexico, CA (Water & Sewer Rate Study)
- City of Hercules, CA (Sewer Rate Study)
- City of Hemet, CA (Water & Sewer Rate Study)
- City of Buellton, CA (Water & Sewer Rate Study)
- City of Guadalupe, CA (Water & Sewer Rate Study)
- City of Brentwood, TN (Water & Sewer Rate Study)
- Town of Vienna, VA (Water & Sewer Rate Study)

Impact/Capacity Fee Studies

- Town of Lake Hamilton, FL (police, transportation, parks, municipal facilities)
- City of Gastonia, NC (water and sewer system development fee)
- City of Woodruff, SC (sewer system development fee)

Assessments

- City of North Port, FL (roads and drainage)
- City of Oviedo, FL (streetlights)
- City of Oviedo, FL (fire)

Quality Control Procedures

Project Management

At Willdan, we utilize a Project Management Process/Approach that ensures projects are completed on time, within budget and most importantly yield results that match our clients' expectations. We will document discussions leading to important policy decisions and/or the choice of critical assumptions used in constructing the analysis and model. Following key stakeholder discussions, we will schedule a call to summarize findings and direction with Town staff, to make certain that we are in agreement with stated objectives, and that feedback is incorporated as appropriate.

Through the process of providing regular updates and conducting status conference calls, potential issues will be highlighted, discussed, and resolved. Any deviances from the project timeline will be identified and plans will be developed for course corrections. If necessary, changes in approach or strategy will be discussed with Town staff, to meet the needs of the Town. In doing this, we will ensure the project stays on track and evolves, based upon current thinking and outside dynamics.

Project Management				
				
Define the Project	Plan the Project	Manage the Project	Review the Project	Communicate the Project
- Identify the project scope, set objectives, list potential constraints, document assumptions. - Define a course of action and develop an effective communication plan. - Provide a forum for applying the team's collective expertise to solving difficult analytical issues that arise in complex projects.	- Collaborate with the project team and client staff and agree upon timeline to meet the estimated project timeline. - Assign workload functions to appropriately qualified staff to ensure milestones are met, on time. - Pre-schedule quality control meetings with project team to maintain the progressive motion of the project.	- Manage the execution of the project. - Direct existing and upcoming project tasks. - Control and monitor work in progress. - Provide feedback to client and project team. - Identify and resolve deviances from project timeline.	- Review all work product and deliverables. - Utilize structured quality assurance process involving up to three levels of review at the peer level, project manager level. - Procure executive officer level review.	- Communicate with the client regarding work status and progress. - Ensure client is in receipt of regular status updates. - Schedule regular conference calls to touch base. - Inform client of roadblocks, work outside of projected scope.

Quality Assurance / Quality Control Process

Our quality control program is incorporated as a required element of Willdan's day-to-day activities. There are three levels of reviews incorporated for our deliverables:

- 1) Peer review;
- 2) Project Manager review; and
- 3) Final quality assurance manager review.

Peer reviews involve one analyst reviewing the work of another, while project manager reviews are conducted prior to delivery to the quality assurance manager. The quality assurance manager then performs a final review. This assures that our final product has been thoroughly evaluated for potential errors; thus, providing quality client deliverables, and high levels of integrity and outcomes.



The primary mission of our quality control plan is to provide staff with the technical and managerial expertise to plan, organize, implement, and control the overall quality effort, thereby ensuring the completion of a quality project within the time and budget established.

Quality Assurance Goals		
Goal	Lead	Task
Quality Assurance / Control Process	Jeff McGarvey	- Establish a set of planned and systematic actions for maintaining a high level of quality in the professional services performed; - Emphasize quality in every phase of work; - Ensure efficient use of resources; - Establish a consistent and uniform approach to the services performed; and - Implement appropriate quality control measures for each work task of the project.
Quality Control Plan	Kevin Burnett & Jeff McGarvey	- Contract deliverables; - Specific quality control procedures; - Special quality control emphasis; - Budget and manpower requirements; - Overall project schedule and budget; and - Project documentation requirements.

iv. References

Representative project descriptions are provided below. We are proud of our reputation for customer service and encourage you to contact these clients with regard to our commitment to completing the projects within budget and agreed upon timelines.

City and County of Denver, CO

Sanitary Sewer and Storm Drainage Rate, Connection Fee and Bond Feasibility Study

Mr. Burnett served as project manager and lead analyst for a six-year financial analysis of the City's Wastewater Enterprise Fund. The study included a projection of rate increases to maintain the financial viability of the Enterprise Fund. Mr. Burnett worked closely with City staff and the City's financial advisor to conduct a bond feasibility analysis in support of a \$50 million revenue bond debt issuance to refund a prior debt issue and provide new money for future capital needs. The City's sanitary sewer connection fees were reviewed and updated to reflect the City's cost of providing new infrastructure to provide service to new connectors.

Recently Willdan completed a benchmarking and storm drainage impact fee study for the City. The benchmarking study entailed a comparison of the City's approach to billing for sanitary sewer and storm drainage to other Front Range entities as well as to other large national entities. The storm drainage impact fee study identified first time potential storm drainage impact fees the City could implement to help offset the cost of capital needs attributable to new development.

We have been re-engaged by the City to complete a sanitary sewer and storm drainage study with respect to promoting the financial health of the utility.

Client Contact: Mr. Peter Spanberger, Director of Accounting
201 W. Colfax Ave, Dept 608, Denver, CO 80202
Tel #: (303) 446-3447 | Email: peter.spanberger@denvergov.org

City and County of Broomfield, CO

Comprehensive Water, Wastewater and Reclaimed Water Rate Study

Willdan was engaged by the City and County of Broomfield to complete a comprehensive water, wastewater, and reclaimed water rate study. The City's existing water and wastewater rate structures were reviewed and updated to reflect changes in the cost of serving each class with an emphasis on conservation-oriented water rates and rates specific to each class rather than a uniform rate for all classes.

An analysis of the City's license fees (impact fees) was undertaken to ensure that new development was paying its proportionate share of system costs. An open house with rate calculators was provided to allow customers the opportunity to compare their bill under current and proposed rates.

Client Contact: Ms. Brenda Richey, Finance Director
1 DesCombes Dr, Broomfield, CO 80020
Tel #: (303) 438-6537 | Email: brichey@broomfield.org

City of Brighton, CO

Non-Potable Water Rate Study

Willdan completed a project with the City of Brighton to identify the cost of providing non-potable water to customers. The study involved developing a rate for existing customers as well as developing a model to project rates into the future based on assumptions of new customer projections by year.

The model was turned over to the City at the completion of the study for staff to update in the future as information changes.

Client Contact: Mr. Scott Olsen, Assistant Director of Utilities
500 S 4th Ave, Brighton, CO 80601
Tel #: (303) 655 2136 | Email: solsen@brightonco.gov

E. Comments and Exceptions to the PSA

Willdan Financial Services has reviewed the proposed form of Services Agreement, including the insurance requirements, and has no comments or exceptions.

F. Authorized Signature

This proposal has been electronically signed by an authorized officer of Willdan Financial Services who is qualified to bind the firm.

MEMORANDUM

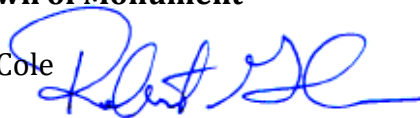
June 10, 2025

ATTORNEY-CLIENT PRIVILEGED

VIA EMAIL

TO: Town Council
Town of Monument

FROM: Robert G. Cole



RE: **Annexation Hearing, Eligibility Resolution, and Annexation Ordinance;
Old Denver Road Annexation**

INTRODUCTION

As you will recall, a Petition for Annexation ("Petition") of property known as the Old Denver Road (the "Property") was filed with the Town Clerk. The Town Council previously approved a Resolution Initiating Annexation Proceedings and Finding the Petition to be in Substantial Compliance with Section 31-12-107, C.R.S ("Substantial Compliance Resolution"). The next steps in the annexation process, which are on the June 16, 2025 Town Council meeting agenda, are to conduct a public hearing, consider the Resolution Setting Forth Findings of Fact and Conclusions Regarding Certain Lands ("Eligibility Resolution"), and if the Eligibility Resolution is approved, consider the Ordinance Annexing Certain Lands ("Annexation Ordinance"). Additionally, the Town Charter requires a public hearing for consideration of the Annexation Ordinance.

DISCUSSION

Annexation Hearing

The annexation hearing can be held only after the Town has met numerous notice requirements that include publication as required by the Municipal Annexation Act and the Monument Municipal Code, and notice being sent by registered mail to the County, the County Attorney, and any special districts and school districts having territory within the area to be annexed. At the beginning of the annexation hearing the Town Planning Director will provide confirmation that these notice requirements have been met.

The Town Planning Director will provide testimony and documentary evidence that the requirements for the Property to be eligible for annexation are met. These are set forth in greater detail in the Eligibility Resolution and include:

1. One-Sixth Boundary Contiguity.
2. No More than Three Miles from the Existing Town Boundary.
3. A Community of Interest.
4. An Urban Area.
5. Integration with the Town.
6. Landowners' Consent.
7. Will Not Detach Property from the School District.
8. The Entire Width of Roads and Reasonable Access.
9. No Petition for Annexation Election.
10. No Additional Terms.
11. Petition Signed by All Property Owners.
12. Three Mile Plan in Place and Updated
13. County Waiver of Annexation Impact Report.

Resolution Setting Forth Findings of Fact and Conclusions

Upon conclusion of the annexation hearing, the Town Council must adopt a resolution setting forth its findings of fact and conclusions as to whether the petition meets the requirements for annexation. The Eligibility Resolution contains findings that the requirements have been met. The Town Council should adopt the proposed Eligibility Resolution if, at the conclusion of the public hearing, it believes all these requirements have been met.

Annexation Ordinance

Approval of the Eligibility Resolution only determines that the Petition complies with law and that the property can be annexed. An annexation must be approved by ordinance. When considering the Annexation Ordinance, the Town Council must conduct a second public hearing pursuant to the Home Rule Charter. Testimony and evidence provided in the annexation hearing can be incorporated into the hearing on the ordinance to avoid duplicate presentations. The Town Council is not required to approve the Annexation Ordinance. Colorado courts have been clear that whether to annex, and if so, what conditions should be imposed, if any, is ultimately in the total discretion of the Town Council.

SUMMARY

The Town Council is set to conduct a public hearing on the proposed Old Denver Road Annexation at its June 16, 2025, meeting. At the hearing anyone who wished to speak should be allowed to speak. After the hearing is closed, the Town Council should adopt the Eligibility Resolution if it believes the criteria stated in the Resolution have been met. If the Town Council finds that the property is eligible for annexation, the Town Council next holds a second public hearing and considers the Annexation Ordinance.

cc: Madeline Van Den Hoek, Town Manager
Dan Ungerleider, Director of Planning

220444

AFFIDAVIT OF PUBLICATION

STATE OF COLORADO
COUNTY OF El Paso

I, Fredrick Rogers, being first duly sworn, deposes and says that she is the Legal Sales Representative of The Tri Lakes Tribune, LLC., a corporation, the publishers of a daily/weekly public newspapers, which is printed and published daily/weekly in whole in the County of El Paso, and the State of Colorado, and which is called Tri Lakes Tribune; that a notice of which the annexed is an exact copy, cut from said newspaper, was published in the regular and entire editions of said newspaper 4 time(s) to wit 05/14/2025, 05/21/2025, 05/28/2025, 06/04/2025

That said newspaper has been published continuously and uninterruptedly in said County of El Paso for a period of at least six consecutive months next prior to the first issue thereof containing this notice; that said newspaper has a general circulation and that it has been admitted to the United States mails as second-class matter under the provisions of the Act of March 3, 1879 and any amendment thereof, and is a newspaper duly qualified for the printing of legal notices and advertisement within the meaning of the laws of the State of Colorado.

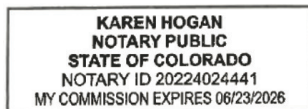


Fred Rogers
Sales Center Agent

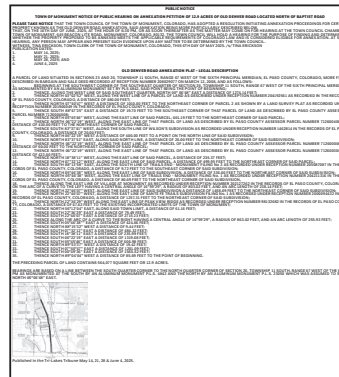
Subscribed and sworn to me this 06/04/2025, at said City of Colorado Springs, El Paso County, Colorado.
My commission expires December 15, 2025.



Karen Hogan
Notary Public
The Gazette



Document Authentication Number 2022402441-839335



PUBLIC NOTICE

TOWN OF MONUMENT NOTICE OF PUBLIC HEARING ON ANNEXATION PETITION OF 12.9 ACRES OF OLD DENVER ROAD LOCATED NORTH OF BAPTIST ROAD

PLEASE TAKE NOTICE THAT THE TOWN COUNCIL OF THE TOWN OF MONUMENT, COLORADO, HAS ADOPTED A RESOLUTION INITIATING ANNEXATION PROCEEDINGS FOR CERTAIN PROPERTY KNOWN AS THE OLD DENVER ROAD ANNEXATION, SAID ANNEXATION BEING MORE PARTICULARLY DESCRIBED BELOW.

THAT, ON THE 16TH DAY OF JUNE, 2025, AT THE HOUR OF 6:30 PM, OR AS SOON THEREAFTER AS THE MATTER MAY COME ON FOR HEARING AT THE TOWN COUNCIL CHAMBERS, TOWN OF MONUMENT, 645 BEACON LITE ROAD, MONUMENT, COLORADO, 80132, THE TOWN COUNCIL WILL HOLD A HEARING FOR THE PURPOSE OF FINDING AND DETERMINING WHETHER THE PROPERTY PROPOSED TO BE ANNEXED MEETS THE APPLICABLE REQUIREMENTS OF COLORADO LAW AND IS CONSIDERED ELIGIBLE FOR ANNEXATION. AT SUCH HEARING, ANY PERSON MAY APPEAR AND PRESENT SUCH EVIDENCE UPON ANY MATTER TO BE DETERMINED BY THE TOWN COUNCIL.

WITNESS, TINA ERICKSON, TOWN CLERK OF THE TOWN OF MONUMENT, COLORADO, THIS 6TH DAY OF MAY 2025.
/s/TINA ERICKSON

PUBLICATION DATES:

1. MAY 14, 2025;
2. MAY 21, 2025;
3. MAY 28, 2025; AND
4. JUNE 4, 2025

OLD DENVER ROAD ANNEXATION PLAT - LEGAL DESCRIPTION

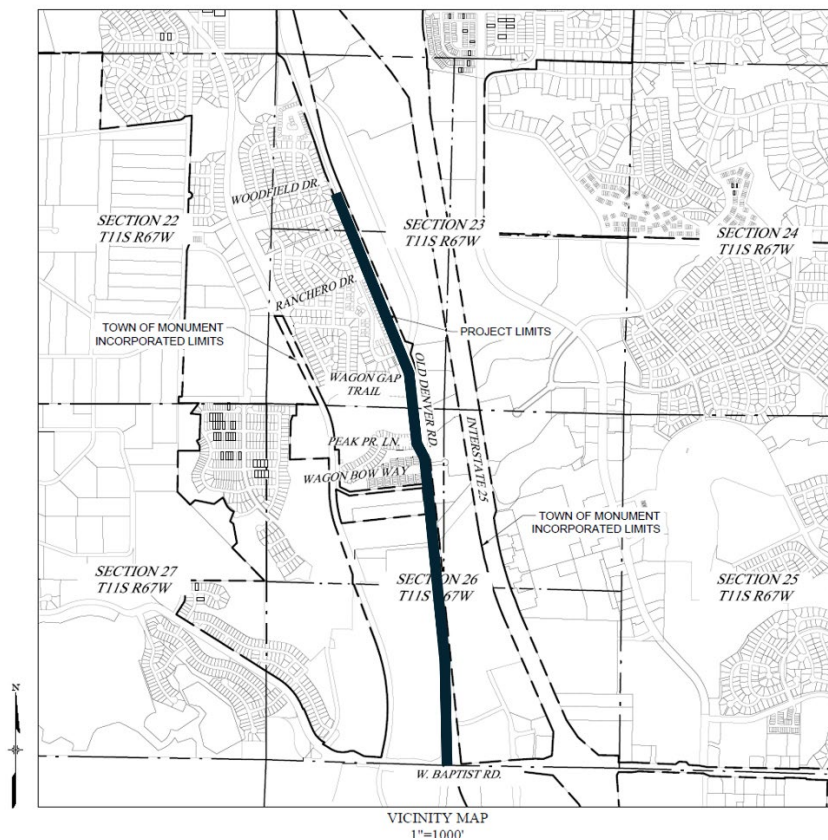
A PARCEL OF LAND SITUATED IN SECTIONS 23 AND 26, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, MORE FULLY DESCRIBED IN BARGAIN AND SALE DEED RECORDED AT RECEPTION NUMBER 208029077 ON MARCH 12, 2008, AND AS FOLLOWS:

1. BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, AS MONUMENTED BY AN ALUMINUM MONUMENT SET BY PLS 4842, SAID POINT BEING THE POINT OF BEGINNING;
2. THENCE, ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, NORTH 00° 06'48" EAST A DISTANCE OF 1274.14 FEET;
3. THENCE NORTH 03°02'52" WEST, ALONG THE WEST LINE OF A PARCEL OF LAND AS DESCRIBED UNDER RECEPTION NUMBER 204192561 AS RECORDED IN THE RECORDS OF EL PASO COUNTY, COLORADO, A DISTANCE OF 480.00 FEET;
4. THENCE NORTH 07°40'47" WEST A DISTANCE OF 1010.00 FEET TO THE NORTHEAST CORNER OF PARCEL 2 AS SHOWN BY A LAND SURVEY PLAT AS RECORDED UNDER RECEPTION NUMBER 201900049 IN THE RECORDS OF EL PASO COUNTY, COLORADO;
5. THENCE SOUTH 88°47'25" EAST A DISTANCE OF 19.70 FEET TO THE SOUTHEAST CORNER OF THAT PARCEL OF LAND AS DESCRIBED BY EL PASO COUNTY ASSESSOR PARCEL NUMBER 7126004008;
6. THENCE NORTH 05°45'46" WEST, ALONG THE EAST LINE OF SAID PARCEL, 601.19 FEET TO THE NORTHEAST CORNER OF SAID PARCEL;
7. THENCE NORTH 06°22'19" WEST, ALONG THE EAST LINE OF THAT PARCEL OF LAND AS DESCRIBED BY EL PASO COUNTY ASSESSOR PARCEL NUMBER 7126004002, A DISTANCE OF 430.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL;
8. THENCE SOUTH 83°37'41" WEST, ALONG THE SOUTH LINE OF WILSON'S SUBDIVISION AS RECORDED UNDER RECEPTION NUMBER 1462814 IN THE RECORDS OF EL PASO COUNTY, COLORADO, A DISTANCE OF 20.00 FEET;

9. THENCE NORTH 06°22'19" WEST A DISTANCE OF 400.00 FEET TO A POINT ON THE NORTH LINE OF SAID SUBDIVISION;
10. THENCE NORTH 83°37'41" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 20.00 FEET TO THE NORTHEAST CORNER OF SAID SUBDIVISION;
11. THENCE NORTH 06°22'19" WEST, ALONG THE EAST LINE OF THAT PARCEL OF LAND AS DESCRIBED BY EL PASO COUNTY ASSESSOR PARCEL NUMBER 7126000007, A DISTANCE OF 60.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL;
12. THENCE NORTH 06°22'19" WEST, ALONG THE EAST LINE OF THAT PARCEL OF LAND AS DESCRIBED BY EL PASO COUNTY ASSESSOR PARCEL NUMBER 7126003001, A DISTANCE OF 422.60 FEET;
13. THENCE NORTH 18°38'11" WEST, ALONG THE EAST LINE OF SAID PARCEL, A DISTANCE OF 235.37 FEET;
14. THENCE NORTH 07°32'12" WEST, ALONG THE EAST LINE OF SAID PARCEL, A DISTANCE OF 499.95 FEET TO THE NORTHEAST CORNER OF SAID PARCEL;
15. THENCE SOUTH 88°13'58" EAST, ALONG THE SOUTH LINE OF TRAILS END - MONUMENT FILING No 2 AS RECORDED UNDER RECEPTION NUMBER 205087087 IN THE RECORDS OF EL PASO COUNTY, COLORADO, A DISTANCE OF 9.72 FEET TO THE SOUTHEAST CORNER OF SAID SUBDIVISION;
16. THENCE NORTH 05°46'38" WEST, ALONG THE EAST LINE OF SAID SUBDIVISION, A DISTANCE OF 336.06 FEET TO THE NORTHEAST CORNER OF SAID SUBDIVISION;
17. THENCE NORTH 05°46'38" WEST, ALONG THE EAST LINE OF TRAILS END - MONUMENT FILING No. 1 AS RECORDED UNDER RECEPTION NUMBER 204211316 IN THE RECORDS OF EL PASO COUNTY, COLORADO, A DISTANCE OF 80.69 FEET TO THE NORTHEAST CORNER OF SAID SUBDIVISION,
18. THENCE ALONG THE EAST LINE OF VILLAGE AT MONUMENT AS RECORDED UNDER RECEPTION NUMBER 202127262 IN THE RECORDS OF EL PASO COUNTY, COLORADO, ON THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 16°59'29", A RADIUS OF 803.02 FEET, AND AN ARC LENGTH OF 238.14 FEET;
19. THENCE NORTH 22°46'07" WEST, ALONG THE EAST LINE OF SAID SUBDIVISION A DISTANCE OF 1458.09 FEET TO THE NORTHEAST CORNER OF SAID SUBDIVISION;
20. THENCE NORTH 22°46'07" WEST, ALONG THE EAST LINE OF SANTE FE TRAILS SUBDIVISION FILING No. 1 AS RECORDED UNDER RECEPTION NUMBER 2000094432 IN THE RECORDS OF EL PASO COUNTY, COLORADO, A DISTANCE OF 1257.31 FEET TO THE NORTHEAST CORNER OF SAID SUBDIVISION;
21. THENCE NORTH 22°36'29" WEST ALONG THE EAST LINE OF PEAK VIEW RIDGE AS RECORDED UNDER RECEPTION NUMBER 98132682 IN THE RECORDS OF EL PASO COUNTY, COLORADO, A DISTANCE OF 67.62 FEET TO THE EXISTING INCORPORATED LIMITS OF THE TOWN OF MONUMENT;
22. THENCE NORTH 56°12'04" EAST, ALONG SAID TOWN LIMIT, A DISTANCE OF 61.16 FEET;
23. THENCE SOUTH 22°36'29" EAST A DISTANCE OF 79.49 FEET;
24. THENCE SOUTH 22°46'07" EAST A DISTANCE OF 2715 23 FEET;
25. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 16°59'29", A RADIUS OF 863.02 FEET, AND AN ARC LENGTH OF 255.93 FEET;
26. THENCE SOUTH 05°46'38" EAST A DISTANCE OF 424.66 FEET;
27. THENCE NORTH 88°15'32" WEST A DISTANCE OF 9.44 FEET;
28. THENCE SOUTH 07°32'12" EAST A DISTANCE OF 484.32 FEET;
29. THENCE SOUTH 18°38'11" EAST A DISTANCE OF 235.99 FEET;
30. THENCE SOUTH 06°22'19" EAST A DISTANCE OF 1319.68 FEET;
31. THENCE SOUTH 05°45'46" EAST A DISTANCE OF 606.98 FEET;
32. THENCE NORTH 89°53'37" WEST A DISTANCE OF 19.42 FEET;
33. THENCE SOUTH 07°40'47" EAST A DISTANCE OF 1201.09 FEET;
34. THENCE SOUTH 00°49'36" EAST A DISTANCE OF 1565.52 FEET;
35. THENCE NORTH 89°04'04" WEST A DISTANCE OF 85.69 FEET TO THE POINT OF BEGINNING.

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

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



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

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

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

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

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

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

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

5. (Initial one)

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

OR

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

6. Upon an annexation ordinance becoming effective, all lands within the Property sought to be annexed shall become subject to all ordinances, resolutions, rules, and regulations of the Town of Monument, except for general property taxes of the Town of Monument, which shall become effective on January 1 of the next succeeding year following passage of the annexation ordinance.

7. If not requested concurrent with this Petition for Annexation, within ninety (90) days after the effective date of the annexation ordinance, Petitioner will request that zoning be granted by the Town of Monument.

8. (Initial one)

The Property comprises:



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

OR

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

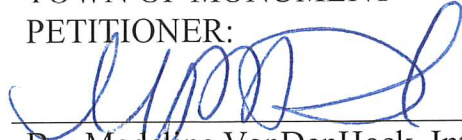
9. The mailing address of each Petitioner, the legal description of the land owned by each Petitioner and the date of each signature are all shown on this Petition.

10. Attached to this Petition is the Affidavit of Circulator of this Petition that the signature(s) hereon is the signature of the person whose name it purports to be.

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

Signed this 7th day of April, 2025.

TOWN OF MONUMENT
PETITIONER:



By: Madeline VanDenHoek, Interim Town
Manager

4/8/25

(Date)

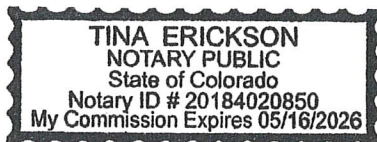
645 Beacon Lite Road Monument CO., 80132
(Mailing Address)

STATE OF COLORADO)
) ss.
COUNTY OF El Paso)

The foregoing was subscribed and sworn to before me this 8th day of April, 2025, by MadelineVanDenHoek as Petitioner and Owner.

Witness my hand and official seal.

My commission expires: 05/16/2026




Notary Public

AFFIDAVIT OF CIRCULATOR

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

That he/she was the circulator of the foregoing Petition for Annexation of lands to the Town of Monument, consisting of 7 pages, including this page, and that the signature(s) of _____, thereon was witnessed by the circulator and is the true and original signature(s) of the person(s) whose name(s) they purport to be, and that the date of such signature is correct.

Madeline Vandenthoek

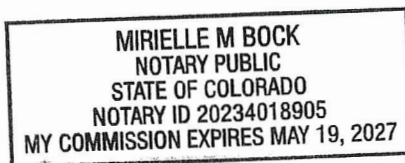
Saurabhogan
Circulator

STATE OF COLORADO)
) SS.
COUNTY OF El Paso)

The foregoing AFFIDAVIT OF CIRCULATOR was subscribed and sworn to before me this 15th day of April, 20 25, by Laura Hogan.

Witness my hand and official seal.

My commission expires: May 19, 2021



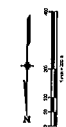
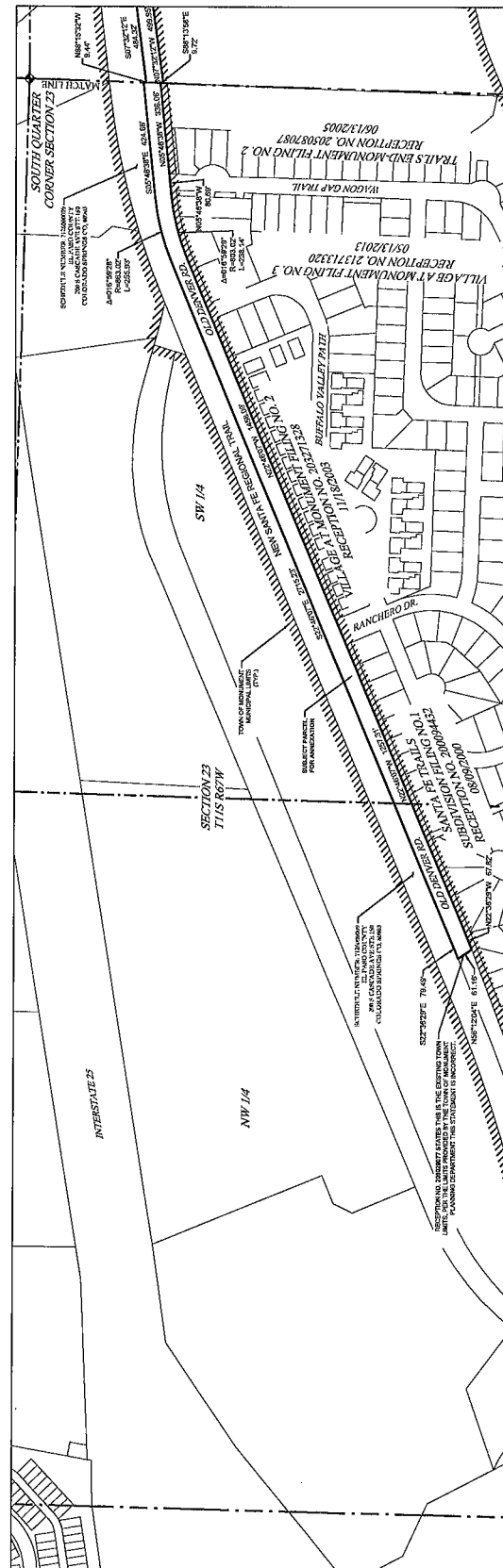
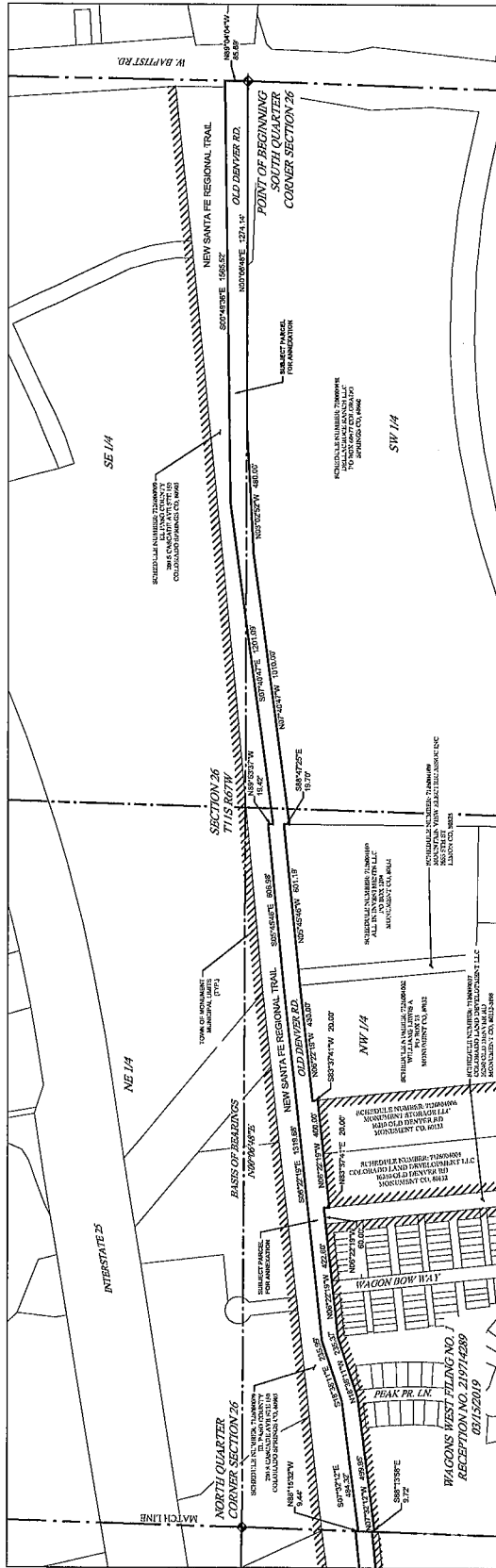
Viridiana M. Bock
Notary Public

**EXHIBIT A
ANNEXATION MAP**

[4 copies]

OLD DENVER ROAD ANNEXATION PLAT

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



LEGEND
TOWN OF MONUMENT INCORPORATED LIMITS

SECTIONS 23 & 26, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF MONUMENT, COLORADO	
ANNEXATION PLAT	
JACOBS	
DATE: 08/13/2005	BY: [Signature]
SCALE: AS SHOWN	PROJECT: OLD DENVER ROAD
TOWN OF MONUMENT, COLORADO	

OLD DENVER ROAD
ANNEXATION PLAT

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

SURVEYOR'S CERTIFICATE:

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

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

GENERAL NOTES:

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

CONTIGUITY CALCULATIONS:

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

TOWN APPROVAL:

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

Mayor _____ Date _____

Town Clerk _____ Date _____

PLANNING DEPARTMENT:

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

Planning Director _____

CLERK AND RECORDER'S CERTIFICATE:

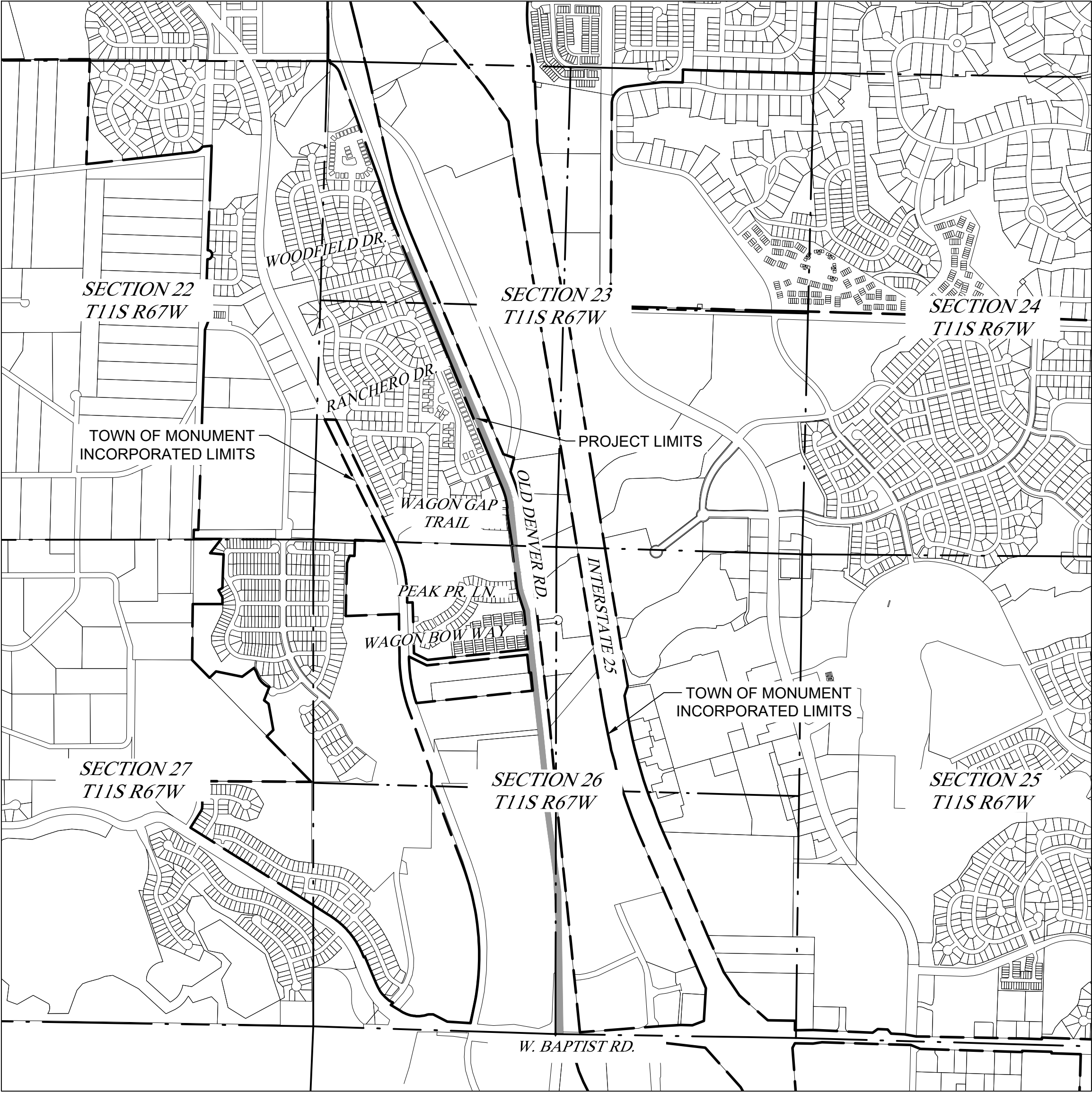
State of Colorado)
) ss.
County of El Paso)

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

Steve Schleiker, Clerk and Recorder

By: _____
Its: _____

Fee: _____
Surcharge: _____



VICINITY MAP
1"=1000'

PROPERTY OWNER'S CERTIFICATE:

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

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

- BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, AS MONUMENTED BY AN ALUMINUM MONUMENT SET BY PLS 4842, SAID POINT BEING THE POINT OF BEGINNING;
- THENCE, ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, NORTH 00° 06'48" EAST A DISTANCE OF 1274.14 FEET;
- THENCE NORTH 03°02'52" WEST, ALONG THE WEST LINE OF A PARCEL OF LAND AS DESCRIBED UNDER RECEPTION NUMBER 204192561 AS RECORDED IN THE RECORDS OF EL PASO COUNTY, COLORADO, A DISTANCE OF 480.00 FEET;
- THENCE NORTH 07°40'47" WEST A DISTANCE OF 1010.00 FEET TO THE NORTHEAST CORNER OF PARCEL 2 AS SHOWN BY A LAND SURVEY PLAT AS RECORDED UNDER RECEPTION NUMBER 201900049 IN THE RECORDS OF EL PASO COUNTY, COLORADO;
- THENCE SOUTH 88°47'25" EAST A DISTANCE OF 19.70 FEET TO THE SOUTHEAST CORNER OF THAT PARCEL OF LAND AS DESCRIBED BY EL PASO COUNTY ASSESSOR PARCEL NUMBER 7126004008;
- THENCE NORTH 05°45'46" WEST, ALONG THE EAST LINE OF SAID PARCEL, 601.19 FEET TO THE NORTHEAST CORNER OF SAID PARCEL;
- THENCE NORTH 06°22'19" WEST, ALONG THE EAST LINE OF THAT PARCEL OF LAND AS DESCRIBED BY EL PASO COUNTY ASSESSOR PARCEL NUMBER 7126004002, A DISTANCE OF 430.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL;
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- THENCE NORTH 56°12'04" EAST, ALONG SAID TOWN LIMIT, A DISTANCE OF 61.16 FEET;
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- THENCE SOUTH 22°46'07" EAST A DISTANCE OF 2715.23 FEET;
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Do hereby request annexation to the Town of Monument, the above-described parcel of land.

Executed this ____ day of _____, 2025.

Owner(s)

STATE OF COLORADO)
) ss.
COUNTY OF _____)

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

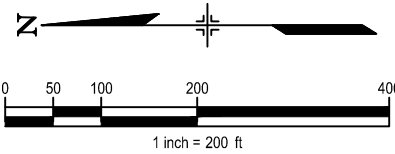
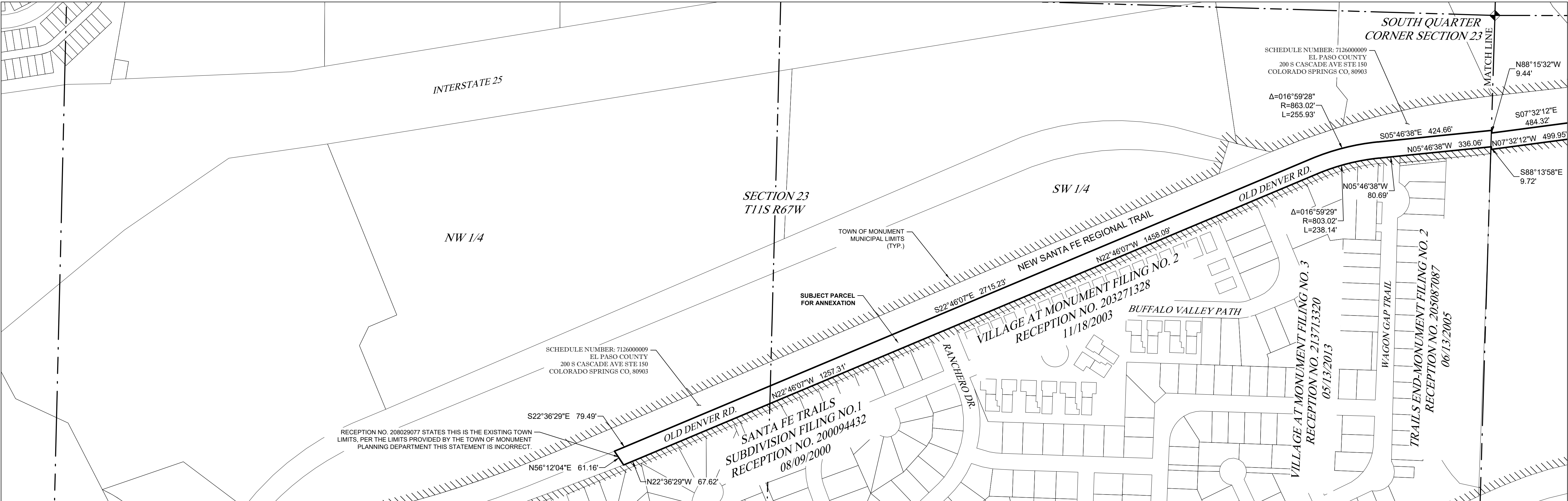
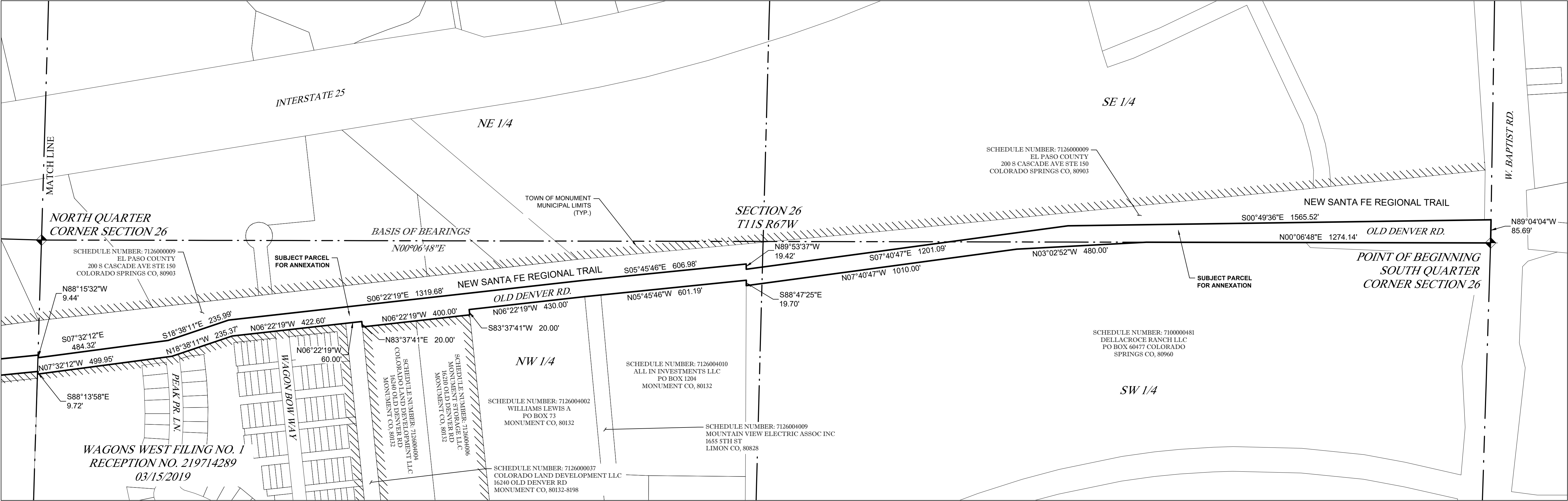
Notary Signature _____

My Commission Expires: _____

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

OLD DENVER ROAD
ANNEXATION PLAT

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



LEGEND

TOWN OF MONUMENT INCORPORATED LIMITS

JACOBS PROJECT NO. WY0903		SECTIONS 23 & 26, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN TOWN OF MONUMENT, COLORADO	
CLIENT PROJECT NO. N/A		TITLE OLD DENVER ROAD ANNEXATION PLAT	
REVISION DESCRIPTION		REVISION:	
DRAWN	SRP	DATE	01/11/2025
SCALE		1" = 200'	
JACOBS		SHEET NO. 2 OF 2	
6312 South Fiddlers Green Circle, Suite 200N, Greenwood Village, CO 80111 +1 (303) 771-2900		DRAWING NO. WY0903_Old Denver Road_Annexation.dwg	
THIS MATERIAL AND ANY ASSOCIATED ELECTRONIC DATA WAS PREPARED BY JACOBS FOR THE PROJECT INDICATED. ANY REUSE OR MODIFICATION WITHOUT THE WRITTEN CONSENT OF JACOBS SHALL BE AT THE SOLE RISK OF THE USER.			

acc

RESOLUTION NO. 25-138

BOARD OF COUNTY COMMISSIONERS
COUNTY OF EL PASO, STATE OF COLORADO

APPROVAL OF A WAIVER OF AN ANNEXATION IMPACT REPORT
OLD DENVER HIGHWAY (ANX255)

WHEREAS, The Town of Monument did file an application with the El Paso County Planning and Community Development Department for the approval of a waiver of an annexation impact report for property in the unincorporated area of El Paso County as described in Exhibit A, which is attached hereto and incorporated herein by reference; and

WHEREAS, pursuant to C.R.S. §§ 30-11-103, and 30-11-107(1)(e), the Board of County Commissioners of El Paso County, Colorado (hereinafter "Board") has the authority to manage the concerns of the County and do all other acts concerning the County when deemed by the Board to be in the best interests of the citizens of El Paso County; and

WHEREAS, the Board may waive the filing of an annexation impact report pursuant to § 10.1.3 of the El Paso County Land Development Code; and

WHEREAS, on March 10, 2008 and pursuant to Resolution 08-108, the Board did approve the conveyance of the Old Denver Highway right-of-way by Bargain and Sale Deed to the Town of Monument; and

WHEREAS, the Town of Monument will continue to operate the Old Denver Highway as a public road; and

WHEREAS, the Board finds that it is appropriate and does not create a detriment to the public interest to waive the filing of an annexation impact report for the annexation of the Old Denver Highway.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of El Paso County, Colorado, hereby approves the waiver of the annexation impact report for the Old Denver Highway (12.9-acres);

DONE THIS 20 day of May 2025 at Colorado Springs, Colorado.

ATTEST

Steve Schleiker
County Clerk & Recorder



BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

By: Carrie Geithner
Carrie Geithner, Chair

Steve Schleiker
05/20/2025 01:56:50 PM
Doc \$0.00 20
Rec \$0.00 Pages

El Paso County, CO



225042509

EXHIBIT A

EXHIBIT A-1

OLD DENVER HIGHWAY RIGHT-OF-WAY

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

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

1. BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, AS MONUMENTED BY AN ALUMINUM MONUMENT SET BY P.L.S. 4842, SAID POINT BEING THE POINT OF BEGINNING;
2. THENCE, ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, NORTH 00°06'48" EAST A DISTANCE OF 1274.14 FEET;
3. THENCE NORTH 03°02'52" WEST, ALONG THE WEST LINE OF A PARCEL OF LAND AS DESCRIBED UNDER RECEPTION NUMBER 204192561 AS RECORDED IN THE RECORDS OF EL PASO COUNTY, COLORADO, A DISTANCE OF 480.00 FEET;
4. THENCE NORTH 07°40'47" WEST A DISTANCE OF 1010.00 FEET TO THE NORTHEAST CORNER OF PARCEL 2 AS SHOWN BY A LAND SURVEY PLAT AS RECORDED UNDER RECEPTION NUMBER 201900049 IN THE RECORDS OF EL PASO COUNTY, COLORADO;
5. THENCE SOUTH 88°47'25" EAST A DISTANCE OF 19.70 FEET TO THE SOUTHEAST CORNER OF THAT PARCEL OF LAND AS DESCRIBED BY EL PASO COUNTY ASSESSOR PARCEL NUMBER 7126004008;
6. THENCE NORTH 05°45'46" WEST, ALONG THE EAST LINE OF SAID PARCEL, 601.19 FEET TO THE NORTHEAST CORNER OF SAID PARCEL;
7. THENCE NORTH 06°22'19" WEST, ALONG THE EAST LINE OF THAT PARCEL OF LAND AS DESCRIBED BY EL PASO COUNTY ASSESSOR PARCEL NUMBER 7126004002, A DISTANCE OF 430.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL;
8. THENCE SOUTH 83°37'41" WEST, ALONG THE SOUTH LINE OF WILSON'S SUBDIVISION AS RECORDED UNDER RECEPTION NUMBER 1452814 IN THE RECORDS OF EL PASO COUNTY, COLORADO, A DISTANCE OF 20.00 FEET;
9. THENCE NORTH 06°22'19" WEST A DISTANCE OF 400.00 FEET TO A POINT ON THE NORTH LINE OF SAID SUBDIVISION;
10. THENCE NORTH 83°37'41" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 20.00 FEET TO THE NORTHEAST CORNER OF SAID SUBDIVISION;
11. THENCE NORTH 06°22'19" WEST, ALONG THE EAST LINE OF THAT PARCEL OF LAND AS DESCRIBED BY EL PASO COUNTY ASSESSOR PARCEL NUMBER 7126000007, A DISTANCE OF 60.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL;
12. THENCE NORTH 06°22'19" WEST, ALONG THE EAST LINE OF THAT PARCEL OF LAND AS DESCRIBED BY EL PASO COUNTY ASSESSOR PARCEL NUMBER 7126003001, A DISTANCE OF 422.60 FEET;
13. THENCE NORTH 18°38'11" WEST, ALONG THE EAST LINE OF SAID PARCEL, A DISTANCE OF 235.37 FEET;
14. THENCE NORTH 07°32'12" WEST, ALONG THE EAST LINE OF SAID PARCEL, A DISTANCE OF 499.95 FEET TO THE NORTHEAST CORNER OF SAID PARCEL;
15. THENCE SOUTH 88°13'58" EAST, ALONG THE SOUTH LINE OF TRAILS END - MONUMENT FILING No. 2 AS RECORDED UNDER RECEPTION NUMBER 205087087 IN THE RECORDS OF EL PASO COUNTY, COLORADO, A DISTANCE OF 9.72 FEET TO THE SOUTHEAST CORNER OF SAID SUBDIVISION;
16. THENCE NORTH 05°46'38" WEST, ALONG THE EAST LINE OF SAID SUBDIVISION, A DISTANCE OF 336.06 FEET TO THE NORTHEAST CORNER OF SAID SUBDIVISION;
17. THENCE NORTH 05°46'38" WEST, ALONG THE EAST LINE OF TRAILS END - MONUMENT FILING No. 1 AS RECORDED UNDER RECEPTION NUMBER 204211316 IN THE RECORDS OF EL PASO COUNTY, COLORADO, A DISTANCE OF 80.69 FEET TO THE NORTHEAST CORNER OF SAID SUBDIVISION;
18. THENCE ALONG THE EAST LINE OF VILLAGE AT MONUMENT AS RECORDED UNDER RECEPTION NUMBER 202127262 IN THE RECORDS OF EL PASO COUNTY, COLORADO, ON THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 16°59'29", A RADIUS OF 803.02 FEET, A CHORD LENGTH OF 238.14 FEET;
19. THENCE NORTH 22°46'07" WEST, ALONG THE EAST LINE OF SAID SUBDIVISION, A DISTANCE OF 1458.09 FEET TO THE NORTHEAST CORNER OF SAID SUBDIVISION;



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

EL PASO COUNTY
DEPARTMENT OF TRANSPORTATION

EXHIBIT A-2

OLD DENVER HIGHWAY RIGHT-OF-WAY

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

20. THENCE NORTH 22°46'07" WEST, ALONG THE EAST LINE OF SANTE FE TRAILS SUBDIVISION FILING No. 1 AS RECORDED UNDER RECEPTION NUMBER 2000094432 IN THE RECORDS OF EL PASO COUNTY, COLORADO, A DISTANCE OF 1257.31 FEET TO THE NORTHEAST CORNER OF SAID SUBDIVISION.
21. THENCE NORTH 22°36'29" WEST ALONG THE EAST LINE OF PEAK VIEW RIDGE AS RECORDED UNDER RECEPTION NUMBER 98132682 IN THE RECORDS OF EL PASO COUNTY, COLORADO, A DISTANCE OF 67.62 FEET TO THE EXISTING INCORPORATED LIMITS OF THE TOWN OF MONUMENT.
22. THENCE NORTH 58°12'04" EAST, ALONG SAID TOWN LIMIT, A DISTANCE OF 61.16 FEET.
23. THENCE SOUTH 22°36'29" EAST A DISTANCE OF 79.49 FEET.
24. THENCE SOUTH 22°46'07" EAST A DISTANCE OF 2715.23 FEET.
25. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 10°29'29", A RADIUS OF 863.02 FEET, AND AN ARC LENGTH OF 255.93 FEET.
26. THENCE SOUTH 05°46'38" EAST A DISTANCE OF 424.66 FEET.
27. THENCE NORTH 88°15'32" WEST A DISTANCE OF 9.44 FEET.
28. THENCE SOUTH 07°32'12" EAST A DISTANCE OF 484.32 FEET.
29. THENCE SOUTH 18°38'11" EAST A DISTANCE OF 235.99 FEET.
30. THENCE SOUTH 06°22'19" EAST A DISTANCE OF 1319.68 FEET.
31. THENCE SOUTH 05°45'46" EAST A DISTANCE OF 606.98 FEET.
32. THENCE NORTH 89°53'37" WEST A DISTANCE OF 19.42 FEET.
33. THENCE SOUTH 07°40'47" EAST A DISTANCE OF 1201.09 FEET.
34. THENCE SOUTH 00°49'36" EAST A DISTANCE OF 1585.52 FEET.
35. THENCE NORTH 89°04'04" WEST A DISTANCE OF 85.69 FEET TO THE POINT OF BEGINNING

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

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

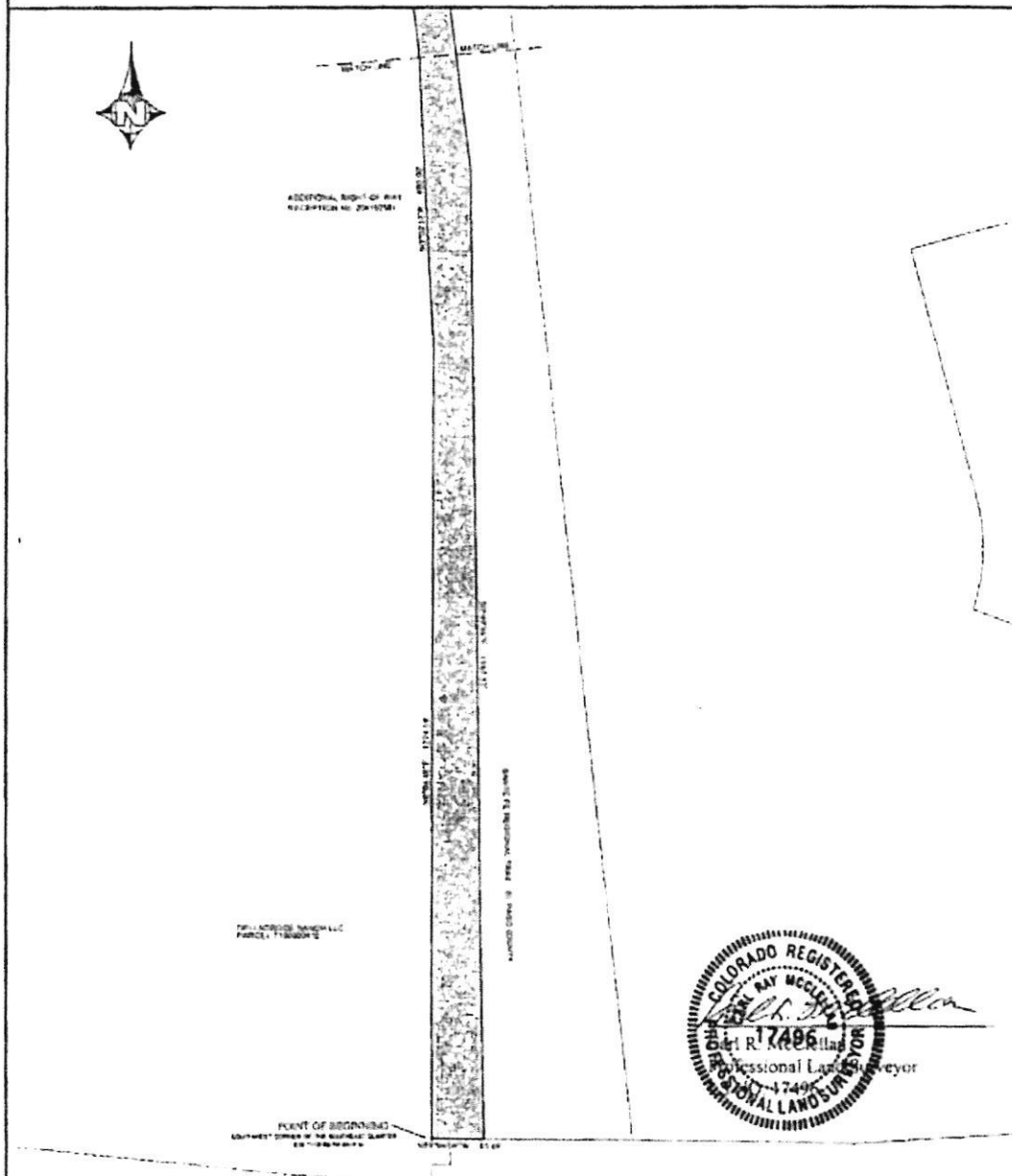
THE INTENT OF THIS LEGAL DESCRIPTION IS TO PROVIDE FOR A PUBLIC HIGHWAY HAVING A MINIMUM WIDTH OF 60(SIXTY) FEET.



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

EL PASO COUNTY
DEPARTMENT OF TRANSPORTATION

EXHIBIT B-1
OLD DENVER HIGHWAY RIGHT-OF-WAY
 ST. PLATE
 SECTIONS 23 AND 26, TOWNSHIP 11 SOUTH, RANGE 67 WEST
 OF THE 6th P.M. EL PASO COUNTY, COLORADO



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

EL PASO COUNTY
 DEPARTMENT OF TRANSPORTATION

EXHIBIT B-2

OLD DENVER HIGHWAY RIGHT-OF-WAY

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



PARCEL 7126004002
WILLIAMS LEWIS A

PARCEL 7126004008
GRUNDER S ROBIN



PARCEL 2
LDC SURVEY PLAT
#201900049

PARCEL 7126002004
PHOENIX BELL ASSOC. LLP

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

EL PASO COUNTY
DEPARTMENT OF TRANSPORTATION

EXHIBIT B-3
OLD DENVER HIGHWAY RIGHT-OF-WAY
STATE
SECTIONS 23 AND 26, TOWNSHIP 11 SOUTH, RANGE 67 WEST
OF THE 6th P.M. EL PASO COUNTY, COLORADO

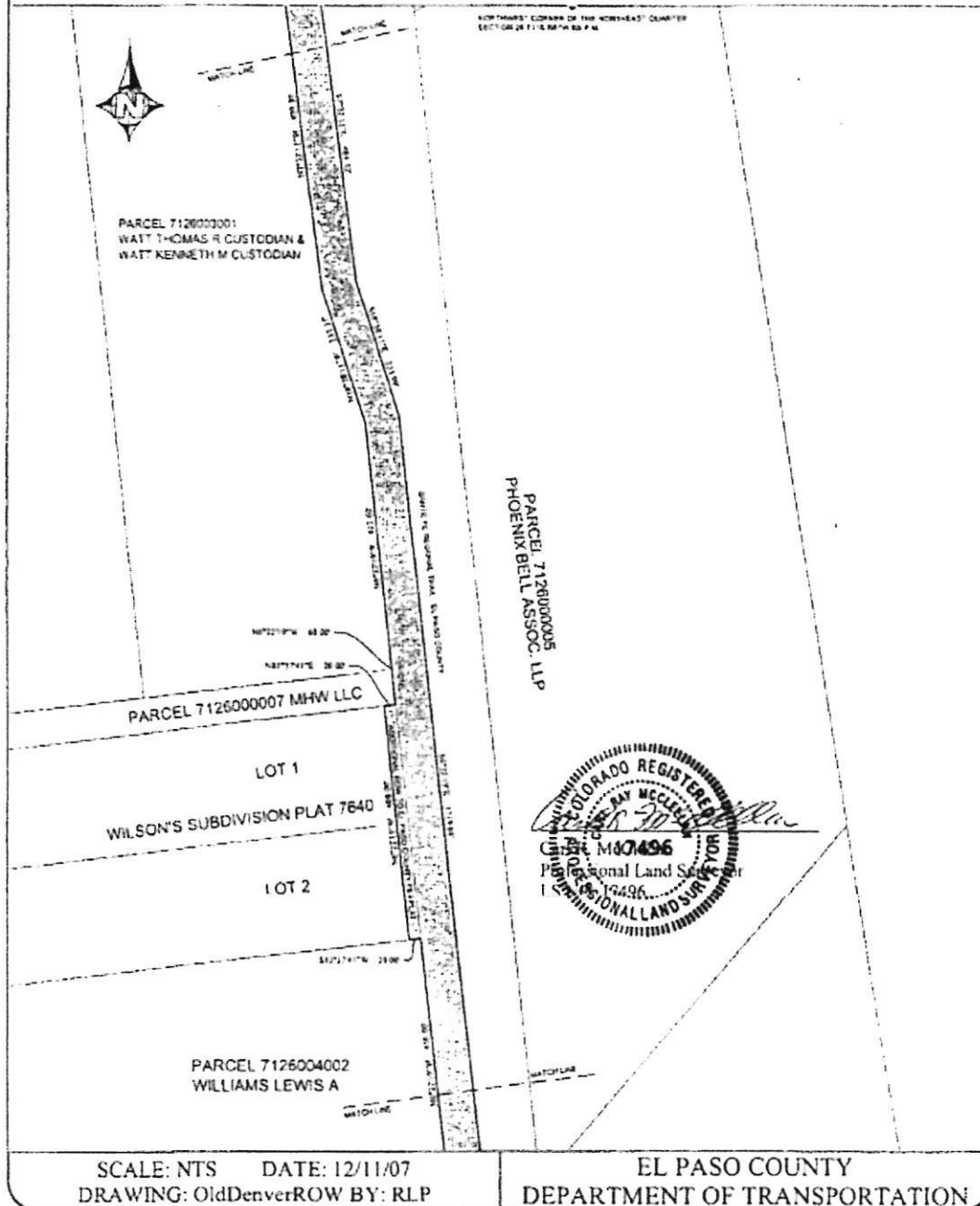


EXHIBIT B-4

OLD DENVER HIGHWAY RIGHT-OF-WAY

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

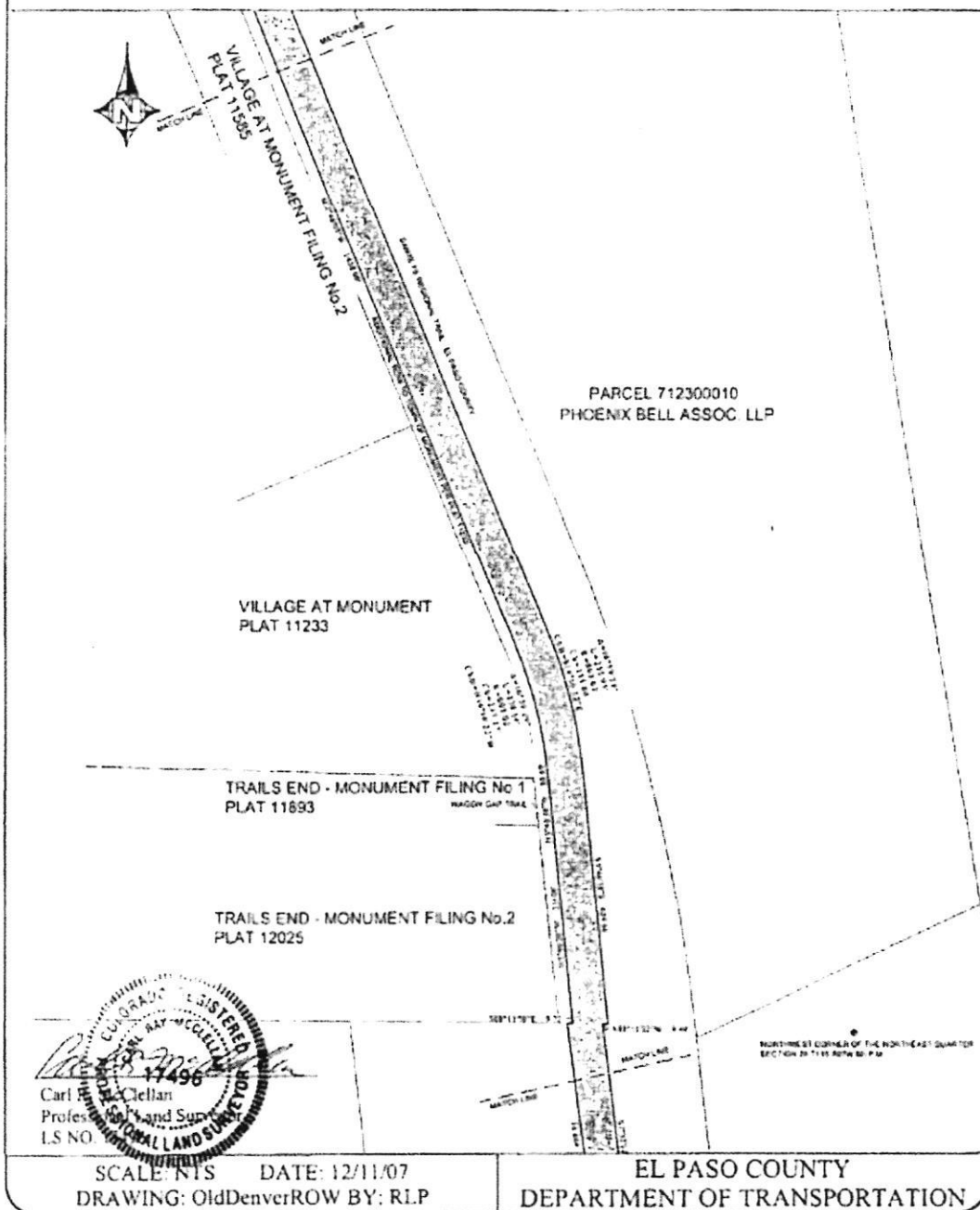
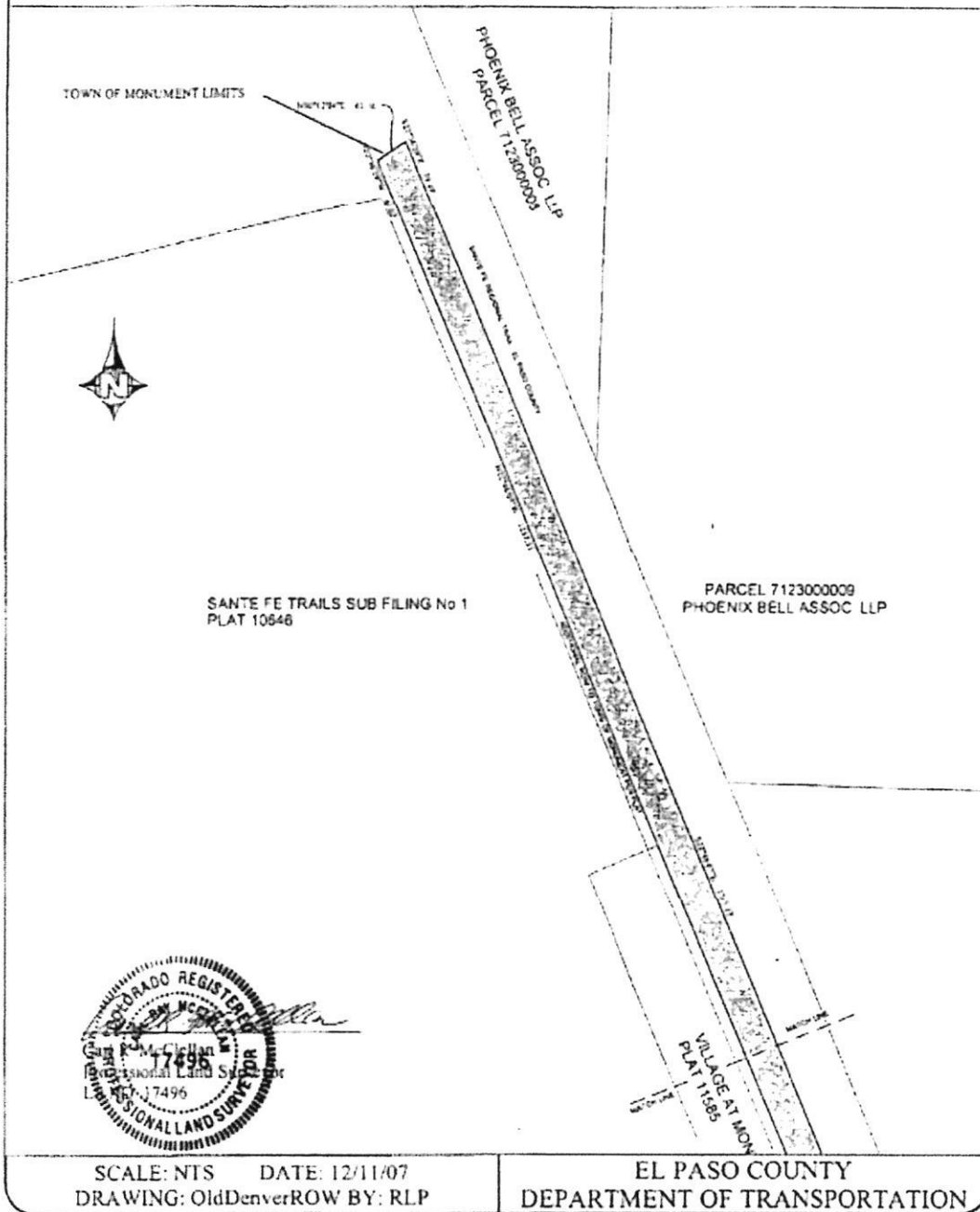
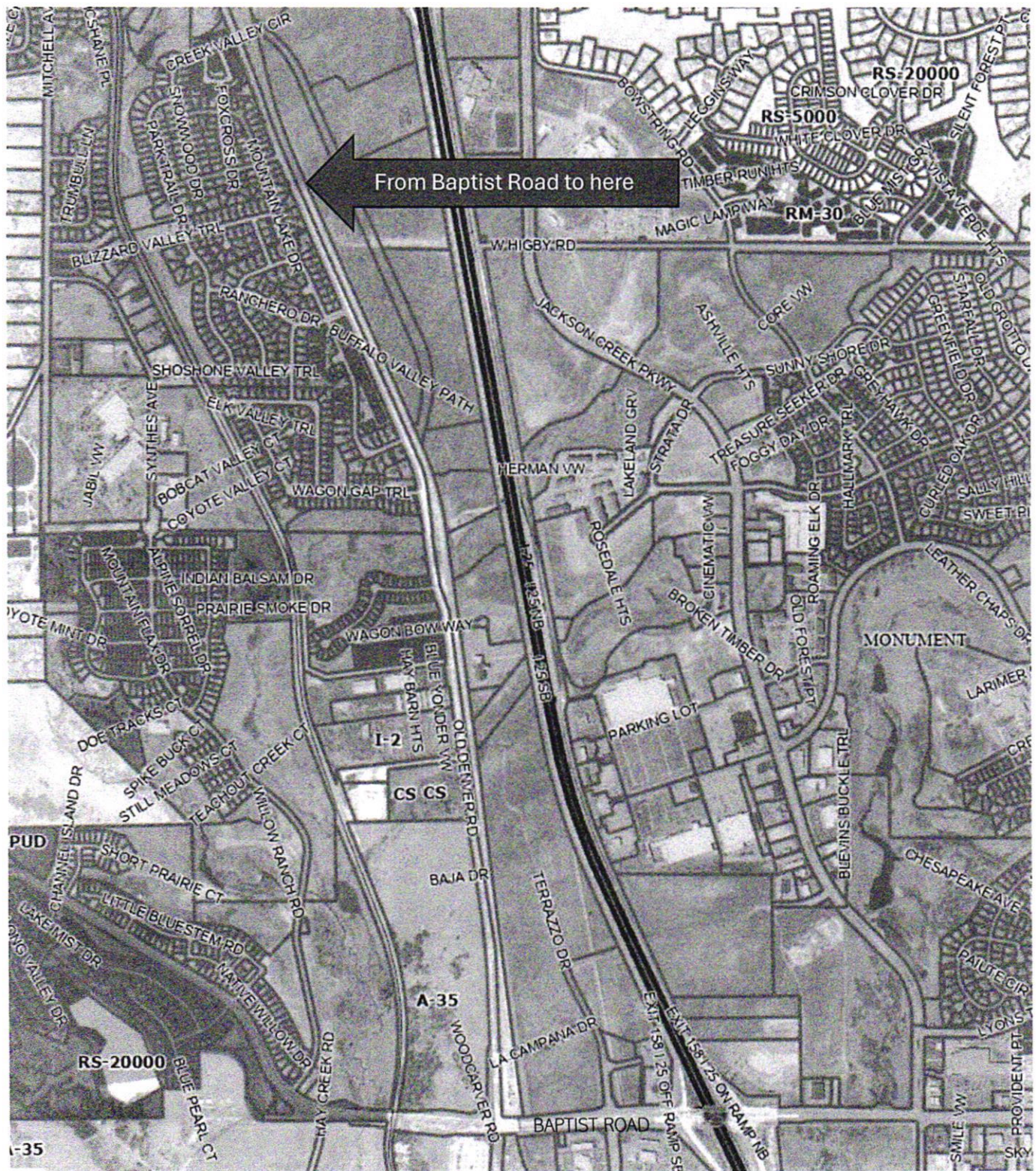


EXHIBIT B-5
OLD DENVER HIGHWAY RIGHT-OF-WAY
SITUATE
SECTIONS 23 AND 26, TOWNSHIP 11 SOUTH, RANGE 67 WEST
OF THE 6th P.M. EL PASO COUNTY, COLORADO





Vicinity Map

BOCC

RESOLUTION NO. 08-108

**BOARD OF COUNTY COMISSIONERS
COUNTY OF EL PASO, STATE OF COLORADO**

Resolution to approve conveyance of the Old Denver Highway right-of-way, and to approve transfer of title for the right-of-way by Bargain and Sale Deed to the Town of Monument.

WHEREAS, pursuant to §§30-11-101(1)(b)(c), 30-11-102, 30-11-103, and 30-11-107(1)(a)(h), C.R.S., the Board of County Commissioners of El Paso County, Colorado (hereinafter "BOCC") has the legislative authority to purchase and hold real and personal property for the use of the County and to make such orders concerning the same when deemed by the Board to be in the best interests of the County and its inhabitants; and

WHEREAS, the County owns property better known as the Old Denver Highway; and

WHEREAS, the Town of Monument (hereinafter "Monument") identified right-of-way, commonly known as the Old Denver Highway, that they would like to acquire, see Exhibit A. The Town of Monument will continue to operate the Old Denver Highway as a public road and will assume all maintenance responsibilities associated with the road, including but not limited to: removing snow, maintenance, construction, repair, drainage, etc.; and

WHEREAS, the Department of Transportation does not have an interest in keeping the Old Denver Highway, and recommends conveyance to the Town of Monument with the condition that Monument will be responsible for any and all maintenance associated with the road; and

WHEREAS, for the consideration of Ten Dollars and No Cents (\$10.00), the Board has determined that it would be in the best interest of the public to approve of and transfer this right-of-way consisting of 12.9 +/- acres to Monument, and approve the Bargain and Sale Deed, see Exhibit B, attached hereto and incorporated herein by reference to effectuate the hereinabove described transaction.

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the transfer of title to the right-of-way property by the Bargain and Sale Deed from the BOCC to the Town of Monument.

BE IT FURTHER RESOLVED that Dennis Hisey, duly elected, qualified member and Chair of the Board of County Commissioners, or Jim Bensberg, duly elected, qualified member and Vice Chair of the Board of County Commissioners, be and is hereby authorized on behalf of the Board to execute any and all documents necessary to carry out the intent of the Board as described herein.

ROBERT C. "BOB" BALINK El Paso County, CO
03/12/2008 11:59:43 AM
Doc \$0.00 Page
Rec \$0.00 1 of 11 208029076



DONE THIS 10th day of March, 2008, at Colorado Springs,

Colorado

ATTEST

By: [Signature]

County Clerk and Recorder

BOARD OF COUNTY COMMISSIONERS
EL PASO COUNTY, COLORADO

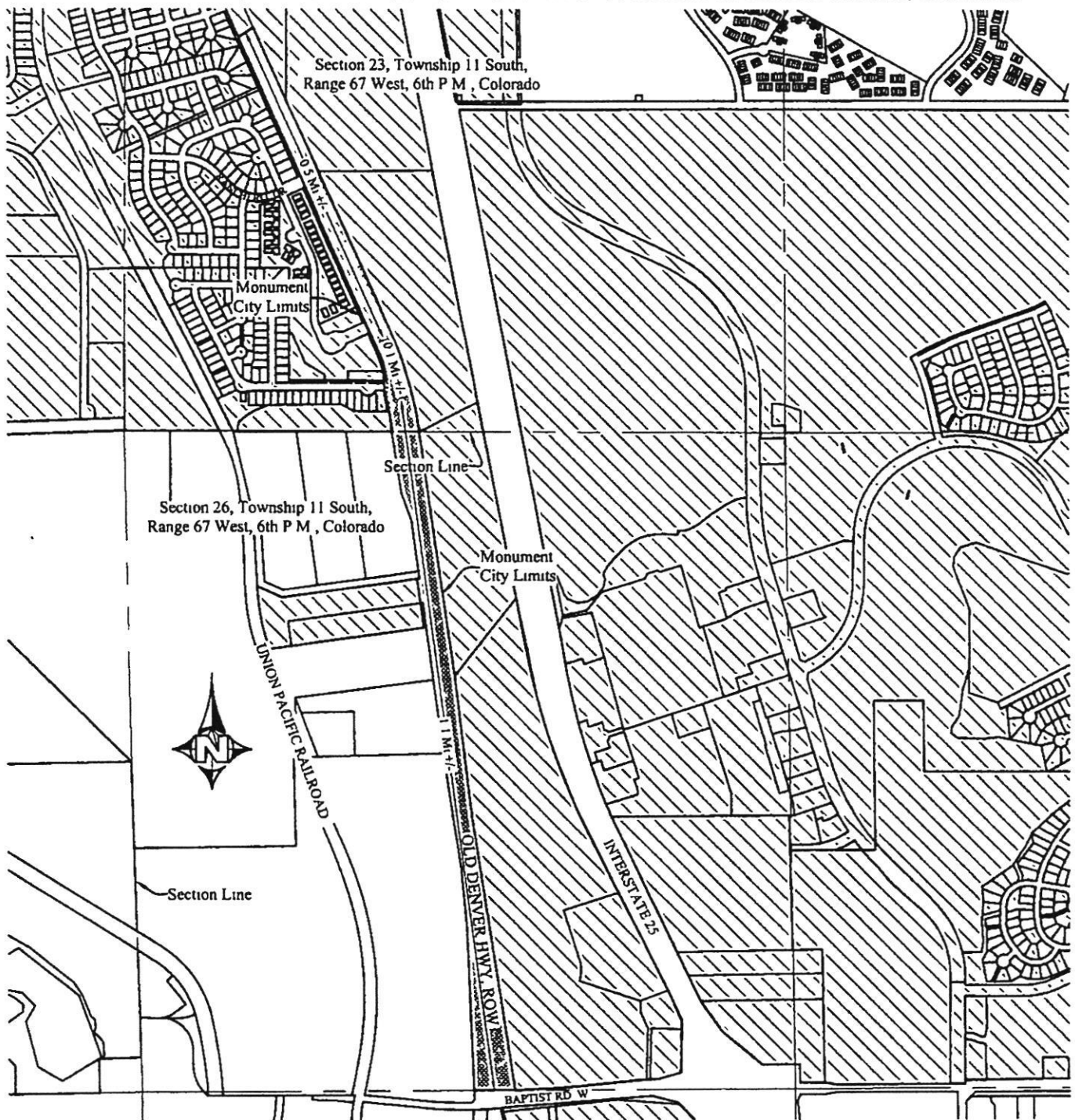
By: [Signature]

Dennis Hisey, Chair

EXHIBIT A
OLD DENVER HIGHWAY RIGHT-OF-WAY

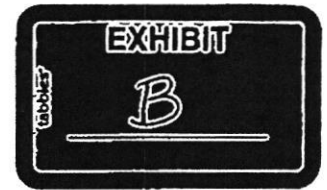
SITUATE

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



SCALE: NTS DATE: 02/06/08
DRAWING: GIS-ROW BY: NH

EL PASO COUNTY
DEPARTMENT OF TRANSPORTATION



BARGAIN AND SALE DEED

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

See attached Exhibits A1 and A2 and B1-B5.

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

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

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

Signed this ____ day of _____, 2008.

ATTEST:

By: _____
County Clerk and Recorder

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

By: _____
Dennis Hisey, Chair

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

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

Witness my hand and official seal.

Notary Public

My Commission Expires: _____

CONSIDERATION IS LESS THAN \$500.00

EXHIBIT A-1

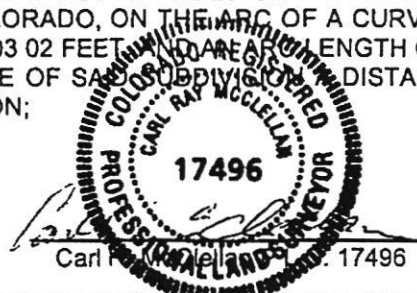
OLD DENVER HIGHWAY RIGHT-OF-WAY

SITUATE

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

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

- 1 BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, AS MONUMENTED BY AN ALUMINUM MONUMENT SET BY P L.S. 4842, SAID POINT BEING THE **POINT OF BEGINNING**;
2. THENCE, ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, NORTH 00° 06'48" EAST A DISTANCE OF 1274.14 FEET;
3. THENCE NORTH 03°02'52" WEST, ALONG THE WEST LINE OF A PARCEL OF LAND AS DESCRIBED UNDER RECEPTION NUMBER 204192561 AS RECORDED IN THE RECORDS OF EL PASO COUNTY, COLORADO, A DISTANCE OF 480 00 FEET;
4. THENCE NORTH 07°40'47" WEST A DISTANCE OF 1010.00 FEET TO THE NORTHEAST CORNER OF PARCEL 2 AS SHOWN BY A LAND SURVEY PLAT AS RECORDED UNDER RECEPTION NUMBER 201900049 IN THE RECORDS OF EL PASO COUNTY, COLORADO,
5. THENCE SOUTH 88°47'25" EAST A DISTANCE OF 19 70 FEET TO THE SOUTHEAST CORNER OF THAT PARCEL OF LAND AS DESCRIBED BY EL PASO COUNTY ASSESSOR PARCEL NUMBER 7126004008;
6. THENCE NORTH 05°45'46" WEST, ALONG THE EAST LINE OF SAID PARCEL, 601 19 FEET TO THE NORTHEAST CORNER OF SAID PARCEL;
7. THENCE NORTH 06°22'19" WEST, ALONG THE EAST LINE OF THAT PARCEL OF LAND AS DESCRIBED BY EL PASO COUNTY ASSESSOR PARCEL NUMBER 7126004002, A DISTANCE OF 430.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL;
8. THENCE SOUTH 83°37'41" WEST, ALONG THE SOUTH LINE OF WILSON'S SUBDIVISION AS RECORDED UNDER RECEPTION NUMBER 1462814 IN THE RECORDS OF EL PASO COUNTY, COLORADO, A DISTANCE OF 20.00 FEET;
9. THENCE NORTH 06°22'19" WEST A DISTANCE OF 400.00 FEET TO A POINT ON THE NORTH LINE OF SAID SUBDIVISION;
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11. THENCE NORTH 06°22'19" WEST, ALONG THE EAST LINE OF THAT PARCEL OF LAND AS DESCRIBED BY EL PASO COUNTY ASSESSOR PARCEL NUMBER 7126000007, A DISTANCE OF 60 00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL;
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15. THENCE SOUTH 88°13'58" EAST, ALONG THE SOUTH LINE OF TRAILS END - MONUMENT FILING No. 2 AS RECORDED UNDER RECEPTION NUMBER 205087087 IN THE RECORDS OF EL PASO COUNTY, COLORADO, A DISTANCE OF 9 72 FEET TO THE SOUTHEAST CORNER OF SAID SUBDIVISION;
16. THENCE NORTH 05°46'38" WEST, ALONG THE EAST LINE OF SAID SUBDIVISION, A DISTANCE OF 336.06 FEET TO THE NORTHEAST CORNER OF SAID SUBDIVISION;
17. THENCE NORTH 05°46'38" WEST, ALONG THE EAST LINE OF TRAILS END - MONUMENT FILING No. 1 AS RECORDED UNDER RECEPTION NUMBER 204211316 IN THE RECORDS OF EL PASO COUNTY, COLORADO, A DISTANCE OF 80.69 FEET TO THE NORTHEAST CORNER OF SAID SUBDIVISION;
18. THENCE ALONG THE EAST LINE OF VILLAGE AT MONUMENT AS RECORDED UNDER RECEPTION NUMBER 202127262 IN THE RECORDS OF EL PASO COUNTY, COLORADO, ON THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 16°59'29", A RADIUS OF 803 02 FEET AND A CHORD LENGTH OF 238.14 FEET,
19. THENCE NORTH 22°46'07" WEST, ALONG THE EAST LINE OF SAID SUBDIVISION, A DISTANCE OF 1458 09 FEET TO THE NORTHEAST CORNER OF SAID SUBDIVISION;



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

EL PASO COUNTY
DEPARTMENT OF TRANSPORTATION

EXHIBIT A-2

OLD DENVER HIGHWAY RIGHT-OF-WAY

SITUATE

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

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21. THENCE NORTH 22°36'29" WEST ALONG THE EAST LINE OF PEAK VIEW RIDGE AS RECORDED UNDER RECEPTION NUMBER 98132682 IN THE RECORDS OF EL PASO COUNTY, COLORADO, A DISTANCE OF 67 62 FEET TO THE EXISTING INCORPORATED LIMITS OF THE TOWN OF MONUMENT;
22. THENCE NORTH 56°12'04" EAST, ALONG SAID TOWN LIMIT, A DISTANCE OF 61 16 FEET,
23. THENCE SOUTH 22°36'29" EAST A DISTANCE OF 79 49 FEET;
24. THENCE SOUTH 22°46'07" EAST A DISTANCE OF 2715.23 FEET;
25. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 16°59'29", A RADIUS OF 863.02 FEET, AND AN ARC LENGTH OF 255.93 FEET;
26. THENCE SOUTH 05°46'38" EAST A DISTANCE OF 424 66 FEET,
27. THENCE NORTH 88°15'32" WEST A DISTANCE OF 9 44 FEET;
28. THENCE SOUTH 07°32'12" EAST A DISTANCE OF 484.32 FEET;
29. THENCE SOUTH 18°38'11" EAST A DISTANCE OF 235.99 FEET;
30. THENCE SOUTH 06°22'19" EAST A DISTANCE OF 1319 68 FEET,
31. THENCE SOUTH 05°45'46" EAST A DISTANCE OF 606 98 FEET,
32. THENCE NORTH 89°53'37" WEST A DISTANCE OF 19.42 FEET,
33. THENCE SOUTH 07°40'47" EAST A DISTANCE OF 1201.09 FEET;
34. THENCE SOUTH 00°49'36" EAST A DISTANCE OF 1565.52 FEET;
35. THENCE NORTH 89° 04'04" WEST A DISTANCE OF 85 69 FEET TO THE **POINT OF BEGINNING**

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

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

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



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

EL PASO COUNTY
DEPARTMENT OF TRANSPORTATION

EXHIBIT B-1

OLD DENVER HIGHWAY RIGHT-OF-WAY

SITUATE

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



ADDITIONAL RIGHT-OF-WAY
RECEPTION No. 204192561

MATCH LINE

MATCH LINE

N1°02'31"W 480.00'

S74°43'36"E 1565.32'

N0°06'48"E 1274.14'

SANTE FE REGIONAL TRAIL - EL PASO COUNTY

DELLACROCE RANCH LLC
PARCEL 7100000412

POINT OF BEGINNING
SOUTHWEST CORNER OF THE SOUTHEAST QUARTER
S26°11'18"R67°W 8th P.M.

N89°04'04"W 83.69'



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

EL PASO COUNTY
DEPARTMENT OF TRANSPORTATION

EXHIBIT B-2

OLD DENVER HIGHWAY RIGHT-OF-WAY

SITUATE

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



PARCEL 7126004002
WILLIAMS LEWIS A

PARCEL 7126004008
GRUNDER S ROBIN

S88°47'25"E 19.70'

MATCH LINE

N89°53'37"W 19.42'

SANTE FE REGIONAL TRAIL - EL PASO COUNTY

ST. GATE 1201.09'

00.0101 M.L.B.P.A.N.

MATCH LINE

MATCH LINE

REGISTERED
CARL RAY MCCLELLAN
17496
Professional Land Surveyor
LS NO. 17496
ON ALL LAND SURVEYOR

PARCEL 2
LDC SURVEY PLAT
#201900049

PARCEL 7126002004
PHOENIX BELL ASSOC. LLP

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

EL PASO COUNTY
DEPARTMENT OF TRANSPORTATION

EXHIBIT B-3

OLD DENVER HIGHWAY RIGHT-OF-WAY

SITUATE

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

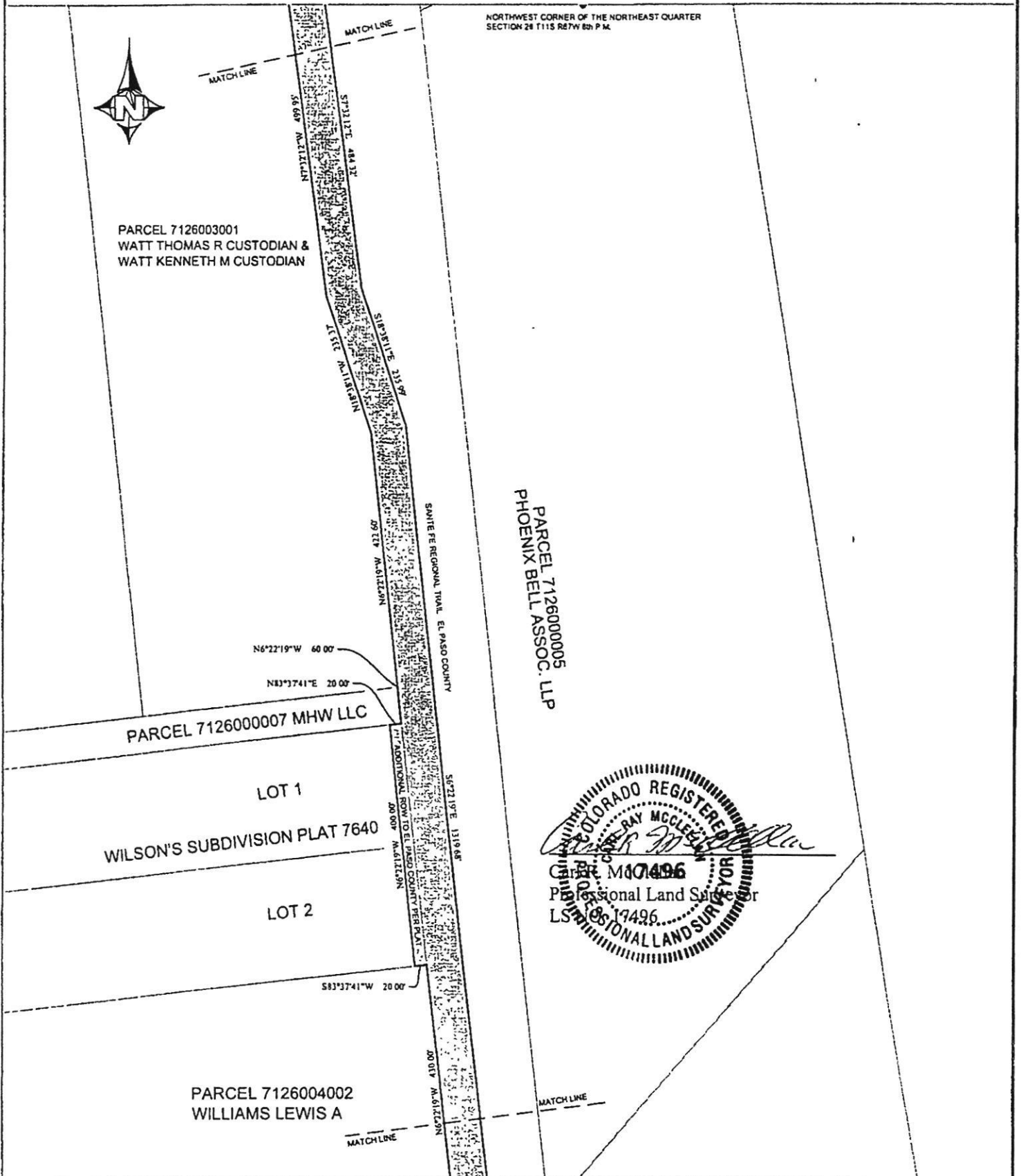


EXHIBIT B-4

OLD DENVER HIGHWAY RIGHT-OF-WAY

SITUATE

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



MATCH LINE

VILLAGE AT MONUMENT
PLAT 11585

MATCH LINE

N127°00'W 145.09'

ADDITIONAL ROW TO TOWN OF MONUMENT PER PLAT 1123

SANTE FE REGIONAL TRAIL - EL PASO COUNTY

PARCEL 712300010
PHOENIX BELL ASSOC. LLP

VILLAGE AT MONUMENT
PLAT 11233

CAB-11416.21'-W
L-403.02'
B-16°49'29"

CAB-11416.21'-E
L-403.02'
B-16°49'29"

TRAILS END - MONUMENT FILING No 1
PLAT 11893

WAGON GAP TRAIL

TRAILS END - MONUMENT FILING No.2
PLAT 12025

S88°12'58"E 9.72'

S79°40'38"E 474.66'

S90°15'32"W 9.44'

S73°21'12"E 51.64'

S73°21'12"E 51.64'

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



SCALE: N.T.S. DATE: 12/11/07
DRAWING: OldDenverROW BY: RLP

EL PASO COUNTY
DEPARTMENT OF TRANSPORTATION

EXHIBIT B-5

OLD DENVER HIGHWAY RIGHT-OF-WAY

SITUATE

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

TOWN OF MONUMENT LIMITS

PHOENIX BELL ASSOC. LLP
PARCEL 7123000008

SANTE FE REGIONAL TRAIL - EL PASO COUNTY

PARCEL 7123000009
PHOENIX BELL ASSOC. LLP

SANTE FE TRAILS SUB FILING No 1
PLAT 10646



VILLAGE AT MON
PLAT 11585
MATCH LINE

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

**EL PASO COUNTY
DEPARTMENT OF TRANSPORTATION**

Office of County Clerk and Recorder
El Paso County, State of Colorado
Certified to be a full, true and correct
copy of record in my office.

225042509 Book 1 Page 1
Date 5/20/25

Steve Schleiker

County Clerk & Recorder, El Paso County, CO

By CM
Deputy

Christie Moulton



**TOWN OF MONUMENT, COLORADO
TOWN COUNCIL**

RESOLUTION NO. 43-2025

**A RESOLUTION SETTING FORTH FINDINGS OF FACT AND CONCLUSIONS
REGARDING THE OLD DENVER ROAD ANNEXATION**

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF
MONUMENT, COLORADO, as follows:

The Town Council hereby sets forth its findings of fact and conclusions based thereon with respect to Petition for Annexation No. 24-2025 (“Petition”), the proposed annexation of the OLD DENVER ROAD ANNEXATION, based on the evidence contained in the official file, the official records of the Town of Monument, Colorado, and the evidence produced at the public hearing held on the 16th day of June, 2025.

FINDINGS OF FACT

1. The Town Council adopted Resolution No. 2025-25, finding the Petition and the annexation map attached thereto, of the land described therein, and incorporated herein (the “Property”), and also known as the Old Denver Road Annexation, to be eligible for annexation and in substantial compliance with Section 31-12-107(1), C.R.S.

2. On the 16th day of June, 2025, the Town Council completed a hearing pursuant to Section 31-12-109, C.R.S., to determine if the proposed annexation complies with Sections 31-12-104 and 31-12-105, C.R.S., at which any person was allowed to appear and present evidence regarding the proposed annexation.

3. Proper notice of this hearing was published once a week for four successive weeks in a newspaper of general circulation within the Property, with the first publication at least thirty days prior to the hearing. Copies of the published notice, Resolution No. 24-2025 and the Petition for Annexation were also mailed as provided in Section 31-12-108(2), C.R.S.

4. The requirements of the applicable parts of Sections 31-12-104 and 31-12-105, C.R.S., and the requirements of Section 30, Article II, of the Colorado Constitution have been met, including the following:

(a) Not less than one-sixth (1/6th) of the perimeter of the Property is contiguous with the Town as can be seen from the annexation map and as substantiated by the testimony.

(b) A community of interest exists between the Property and the Town, due to the one-sixth contiguity between the Property and the existing Town boundary, the proximity of the Property to the Town, the desires of the owners to annex and existing Town services in the area.

(c) The Property is urban or will be urbanized in the near future and is already substantially integrated with, and is capable of being fully integrated with the Town, based on the one-sixth contiguity between the Property and the existing Town boundary. A majority of the adult residents make use of the recreational, civic, social, religious, industrial and commercial facilities of the Town. Landowners of more than one-half of the Property have not expressed, under oath, an intention to continue to devote the land to agricultural use for a period of not less than five years.

(d) It is practical to extend Town services to the area on the same terms and conditions on which services are available to Town citizens generally.

(e) No land held in identical ownership has been divided into separate parts without the written consent of the owner. No land comprising 20 acres or more with a valuation of over \$200,000 has been included without written consent. No annexation proceedings concerning this area have been commenced by any other municipality.

(f) This annexation will not result in any detachment of area from the Lewis-Palmer School District #38. No part of the Property extends any more than three miles from the existing Town boundaries. The Town has in place an annexation plan as required by Section 31-12-105, C.R.S.

(g) The entire width of any platted street or alley to be annexed is included within the Property.

(h) Access shall be allowed to annexed portions of any platted street or alley to the owners of unincorporated property adjoining any annexed street or alley, to the owner of an easement, or to the owner of a franchise, on a reasonable basis.

5. No petition for annexation election has been submitted and an election is not required pursuant to Section 31-12-107(2), C.R.S.

6. The Town Council has determined that additional terms and conditions will not be imposed.

7. The Petition was signed by landowners of one hundred percent (100%) of the Property, exclusive of streets and alleys, and land owned by the Town.

8. The Property is more than ten acres, however the El Paso County Board of County Commissioners has waived and the Town Council does hereby waive the preparation of an Annexation Impact Report pursuant to Section 31-12-108.5, C.R.S.

CONCLUSIONS

1. The Property is eligible for annexation to the Town pursuant to applicable parts of Section 31-12-104, C.R.S., and should be so annexed.

2. None of the limitations of Section 31-12-105, C.R.S., applies to restrict annexation.

3. An election is not required under Section 31-12-107(2), C.R.S.; said area may be annexed by Ordinance pursuant to Section 31-12-111, C.R.S.

ADOPTED by a vote of ____ in favor and ____ against, this 16th day of June, 2025.

TOWN OF MONUMENT

By: _____
Mitch LaKind, Mayor

Attest:

Tina Erickson, Town Clerk

I hereby certify that the above Resolution was introduced to and approved by the Town Council of the Town of Monument at its meeting of June 16, 2025.

By: _____
Tina Erickson, Town Clerk

MEMORANDUM

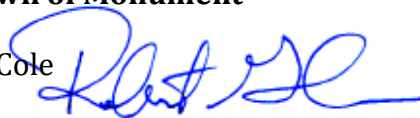
June 10, 2025

ATTORNEY-CLIENT PRIVILEGED

VIA EMAIL

TO: Town Council
Town of Monument

FROM: Robert G. Cole



RE: **Annexation Hearing, Eligibility Resolution, and Annexation Ordinance;
Old Denver Road Annexation**

INTRODUCTION

As you will recall, a Petition for Annexation ("Petition") of property known as the Old Denver Road (the "Property") was filed with the Town Clerk. The Town Council previously approved a Resolution Initiating Annexation Proceedings and Finding the Petition to be in Substantial Compliance with Section 31-12-107, C.R.S ("Substantial Compliance Resolution"). The next steps in the annexation process, which are on the June 16, 2025 Town Council meeting agenda, are to conduct a public hearing, consider the Resolution Setting Forth Findings of Fact and Conclusions Regarding Certain Lands ("Eligibility Resolution"), and if the Eligibility Resolution is approved, consider the Ordinance Annexing Certain Lands ("Annexation Ordinance"). Additionally, the Town Charter requires a public hearing for consideration of the Annexation Ordinance.

DISCUSSION

Annexation Hearing

The annexation hearing can be held only after the Town has met numerous notice requirements that include publication as required by the Municipal Annexation Act and the Monument Municipal Code, and notice being sent by registered mail to the County, the County Attorney, and any special districts and school districts having territory within the area to be annexed. At the beginning of the annexation hearing the Town Planning Director will provide confirmation that these notice requirements have been met.

The Town Planning Director will provide testimony and documentary evidence that the requirements for the Property to be eligible for annexation are met. These are set forth in greater detail in the Eligibility Resolution and include:

1. One-Sixth Boundary Contiguity.
2. No More than Three Miles from the Existing Town Boundary.
3. A Community of Interest.
4. An Urban Area.
5. Integration with the Town.
6. Landowners' Consent.
7. Will Not Detach Property from the School District.
8. The Entire Width of Roads and Reasonable Access.
9. No Petition for Annexation Election.
10. No Additional Terms.
11. Petition Signed by All Property Owners.
12. Three Mile Plan in Place and Updated
13. County Waiver of Annexation Impact Report.

Resolution Setting Forth Findings of Fact and Conclusions

Upon conclusion of the annexation hearing, the Town Council must adopt a resolution setting forth its findings of fact and conclusions as to whether the petition meets the requirements for annexation. The Eligibility Resolution contains findings that the requirements have been met. The Town Council should adopt the proposed Eligibility Resolution if, at the conclusion of the public hearing, it believes all these requirements have been met.

Annexation Ordinance

Approval of the Eligibility Resolution only determines that the Petition complies with law and that the property can be annexed. An annexation must be approved by ordinance. When considering the Annexation Ordinance, the Town Council must conduct a second public hearing pursuant to the Home Rule Charter. Testimony and evidence provided in the annexation hearing can be incorporated into the hearing on the ordinance to avoid duplicate presentations. The Town Council is not required to approve the Annexation Ordinance. Colorado courts have been clear that whether to annex, and if so, what conditions should be imposed, if any, is ultimately in the total discretion of the Town Council.

SUMMARY

The Town Council is set to conduct a public hearing on the proposed Old Denver Road Annexation at its June 16, 2025, meeting. At the hearing anyone who wished to speak should be allowed to speak. After the hearing is closed, the Town Council should adopt the Eligibility Resolution if it believes the criteria stated in the Resolution have been met. If the Town Council finds that the property is eligible for annexation, the Town Council next holds a second public hearing and considers the Annexation Ordinance.

cc: Madeline Van Den Hoek, Town Manager
Dan Ungerleider, Director of Planning

AFFIDAVIT OF PUBLICATION

STATE OF COLORADO
COUNTY OF El Paso

I, Fredrick Rogers, being first duly sworn, deposes and says that she is the Legal Sales Representative of The Tri Lakes Tribune, LLC., a corporation, the publishers of a daily/weekly public newspapers, which is printed and published daily/weekly in whole in the County of El Paso, and the State of Colorado, and which is called Tri Lakes Tribune; that a notice of which the annexed is an exact copy, cut from said newspaper, was published in the regular and entire editions of said newspaper **4** time(s) to wit **05/14/2025, 05/21/2025, 05/28/2025, 06/04/2025**

That said newspaper has been published continuously and uninterruptedly in said County of El Paso for a period of at least six consecutive months next prior to the first issue thereof containing this notice; that said newspaper has a general circulation and that it has been admitted to the United States mails as second-class matter under the provisions of the Act of March 3, 1879 and any amendment thereof, and is a newspaper duly qualified for the printing of legal notices and advertisement within the meaning of the laws of the State of Colorado.

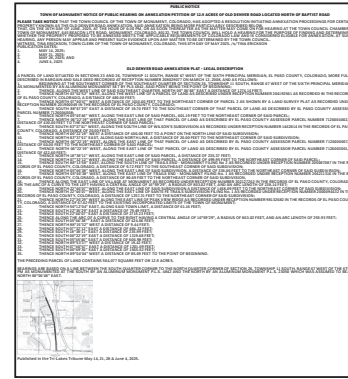


Fred Rogers
Sales Center Agent

Subscribed and sworn to me this 06/04/2025, at said City of Colorado Springs, El Paso County, Colorado.
My commission expires December 15, 2025.



Karen Hogan
Notary Public
The Gazette



PUBLIC NOTICE

TOWN OF MONUMENT NOTICE OF PUBLIC HEARING ON ANNEXATION PETITION OF 12.9 ACRES OF OLD DENVER ROAD LOCATED NORTH OF BAPTIST ROAD

PLEASE TAKE NOTICE THAT THE TOWN COUNCIL OF THE TOWN OF MONUMENT, COLORADO, HAS ADOPTED A RESOLUTION INITIATING ANNEXATION PROCEEDINGS FOR CERTAIN PROPERTY KNOWN AS THE OLD DENVER ROAD ANNEXATION, SAID ANNEXATION BEING MORE PARTICULARLY DESCRIBED BELOW.

THAT, ON THE 16TH DAY OF JUNE, 2025, AT THE HOUR OF 6:30 PM, OR AS SOON THEREAFTER AS THE MATTER MAY COME ON FOR HEARING AT THE TOWN COUNCIL CHAMBERS, TOWN OF MONUMENT, 645 BEACON LITE ROAD, MONUMENT, COLORADO, 80132, THE TOWN COUNCIL WILL HOLD A HEARING FOR THE PURPOSE OF FINDING AND DETERMINING WHETHER THE PROPERTY PROPOSED TO BE ANNEXED MEETS THE APPLICABLE REQUIREMENTS OF COLORADO LAW AND IS CONSIDERED ELIGIBLE FOR ANNEXATION. AT SUCH HEARING, ANY PERSON MAY APPEAR AND PRESENT SUCH EVIDENCE UPON ANY MATTER TO BE DETERMINED BY THE TOWN COUNCIL.

WITNESS, TINA ERICKSON, TOWN CLERK OF THE TOWN OF MONUMENT, COLORADO, THIS 6TH DAY OF MAY 2025.
/s/TINA ERICKSON

PUBLICATION DATES:

1. MAY 14, 2025;
2. MAY 21, 2025;
3. MAY 28, 2025; AND
4. JUNE 4, 2025

OLD DENVER ROAD ANNEXATION PLAT - LEGAL DESCRIPTION

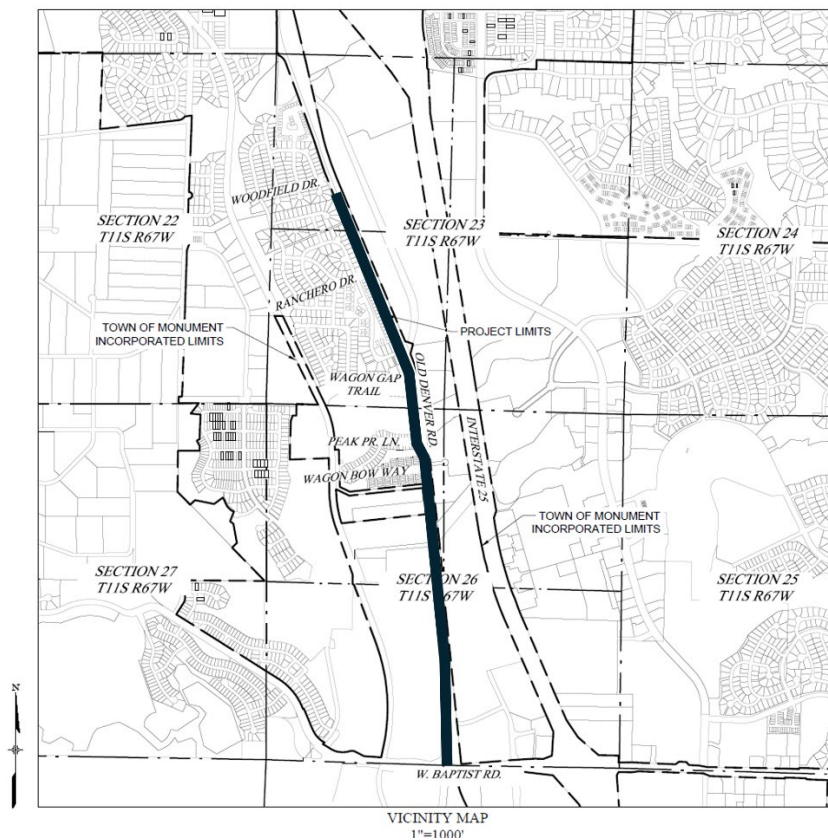
A PARCEL OF LAND SITUATED IN SECTIONS 23 AND 26, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, MORE FULLY DESCRIBED IN BARGAIN AND SALE DEED RECORDED AT RECEPTION NUMBER 208029077 ON MARCH 12, 2008, AND AS FOLLOWS:

1. BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, AS MONUMENTED BY AN ALUMINUM MONUMENT SET BY PLS 4842, SAID POINT BEING THE POINT OF BEGINNING;
2. THENCE, ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, NORTH 00° 06'48" EAST A DISTANCE OF 1274.14 FEET;
3. THENCE NORTH 03°02'52" WEST, ALONG THE WEST LINE OF A PARCEL OF LAND AS DESCRIBED UNDER RECEPTION NUMBER 204192561 AS RECORDED IN THE RECORDS OF EL PASO COUNTY, COLORADO, A DISTANCE OF 480.00 FEET;
4. THENCE NORTH 07°40'47" WEST A DISTANCE OF 1010.00 FEET TO THE NORTHEAST CORNER OF PARCEL 2 AS SHOWN BY A LAND SURVEY PLAT AS RECORDED UNDER RECEPTION NUMBER 201900049 IN THE RECORDS OF EL PASO COUNTY, COLORADO;
5. THENCE SOUTH 88°47'25" EAST A DISTANCE OF 19.70 FEET TO THE SOUTHEAST CORNER OF THAT PARCEL OF LAND AS DESCRIBED BY EL PASO COUNTY ASSESSOR PARCEL NUMBER 7126004008;
6. THENCE NORTH 05°45'46" WEST, ALONG THE EAST LINE OF SAID PARCEL, 601.19 FEET TO THE NORTHEAST CORNER OF SAID PARCEL;
7. THENCE NORTH 06°22'19" WEST, ALONG THE EAST LINE OF THAT PARCEL OF LAND AS DESCRIBED BY EL PASO COUNTY ASSESSOR PARCEL NUMBER 7126004002, A DISTANCE OF 430.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL;
8. THENCE SOUTH 83°37'41" WEST, ALONG THE SOUTH LINE OF WILSON'S SUBDIVISION AS RECORDED UNDER RECEPTION NUMBER 1462814 IN THE RECORDS OF EL PASO COUNTY, COLORADO, A DISTANCE OF 20.00 FEET;

9. THENCE NORTH 06°22'19" WEST A DISTANCE OF 400.00 FEET TO A POINT ON THE NORTH LINE OF SAID SUBDIVISION;
10. THENCE NORTH 83°37'41" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 20.00 FEET TO THE NORTHEAST CORNER OF SAID SUBDIVISION;
11. THENCE NORTH 06°22'19" WEST, ALONG THE EAST LINE OF THAT PARCEL OF LAND AS DESCRIBED BY EL PASO COUNTY ASSESSOR PARCEL NUMBER 7126000007, A DISTANCE OF 60.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL;
12. THENCE NORTH 06°22'19" WEST, ALONG THE EAST LINE OF THAT PARCEL OF LAND AS DESCRIBED BY EL PASO COUNTY ASSESSOR PARCEL NUMBER 7126003001, A DISTANCE OF 422.60 FEET;
13. THENCE NORTH 18°38'11" WEST, ALONG THE EAST LINE OF SAID PARCEL, A DISTANCE OF 235.37 FEET;
14. THENCE NORTH 07°32'12" WEST, ALONG THE EAST LINE OF SAID PARCEL, A DISTANCE OF 499.95 FEET TO THE NORTHEAST CORNER OF SAID PARCEL;
15. THENCE SOUTH 88°13'58" EAST, ALONG THE SOUTH LINE OF TRAILS END - MONUMENT FILING No 2 AS RECORDED UNDER RECEPTION NUMBER 205087087 IN THE RECORDS OF EL PASO COUNTY, COLORADO, A DISTANCE OF 9.72 FEET TO THE SOUTHEAST CORNER OF SAID SUBDIVISION;
16. THENCE NORTH 05°46'38" WEST, ALONG THE EAST LINE OF SAID SUBDIVISION, A DISTANCE OF 336.06 FEET TO THE NORTHEAST CORNER OF SAID SUBDIVISION;
17. THENCE NORTH 05°46'38" WEST, ALONG THE EAST LINE OF TRAILS END - MONUMENT FILING No. 1 AS RECORDED UNDER RECEPTION NUMBER 204211316 IN THE RECORDS OF EL PASO COUNTY, COLORADO, A DISTANCE OF 80.69 FEET TO THE NORTHEAST CORNER OF SAID SUBDIVISION,
18. THENCE ALONG THE EAST LINE OF VILLAGE AT MONUMENT AS RECORDED UNDER RECEPTION NUMBER 202127262 IN THE RECORDS OF EL PASO COUNTY, COLORADO, ON THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 16°59'29", A RADIUS OF 803.02 FEET, AND AN ARC LENGTH OF 238.14 FEET;
19. THENCE NORTH 22°46'07" WEST, ALONG THE EAST LINE OF SAID SUBDIVISION A DISTANCE OF 1458.09 FEET TO THE NORTHEAST CORNER OF SAID SUBDIVISION;
20. THENCE NORTH 22°46'07" WEST, ALONG THE EAST LINE OF SANTE FE TRAILS SUBDIVISION FILING No. 1 AS RECORDED UNDER RECEPTION NUMBER 2000094432 IN THE RECORDS OF EL PASO COUNTY, COLORADO, A DISTANCE OF 1257.31 FEET TO THE NORTHEAST CORNER OF SAID SUBDIVISION;
21. THENCE NORTH 22°36'29" WEST ALONG THE EAST LINE OF PEAK VIEW RIDGE AS RECORDED UNDER RECEPTION NUMBER 98132682 IN THE RECORDS OF EL PASO COUNTY, COLORADO, A DISTANCE OF 67.62 FEET TO THE EXISTING INCORPORATED LIMITS OF THE TOWN OF MONUMENT;
22. THENCE NORTH 56°12'04" EAST, ALONG SAID TOWN LIMIT, A DISTANCE OF 61.16 FEET;
23. THENCE SOUTH 22°36'29" EAST A DISTANCE OF 79.49 FEET;
24. THENCE SOUTH 22°46'07" EAST A DISTANCE OF 2715 23 FEET;
25. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 16°59'29", A RADIUS OF 863.02 FEET, AND AN ARC LENGTH OF 255.93 FEET;
26. THENCE SOUTH 05°46'38" EAST A DISTANCE OF 424.66 FEET;
27. THENCE NORTH 88°15'32" WEST A DISTANCE OF 9.44 FEET;
28. THENCE SOUTH 07°32'12" EAST A DISTANCE OF 484.32 FEET;
29. THENCE SOUTH 18°38'11" EAST A DISTANCE OF 235.99 FEET;
30. THENCE SOUTH 06°22'19" EAST A DISTANCE OF 1319.68 FEET;
31. THENCE SOUTH 05°45'46" EAST A DISTANCE OF 606.98 FEET;
32. THENCE NORTH 89°53'37" WEST A DISTANCE OF 19.42 FEET;
33. THENCE SOUTH 07°40'47" EAST A DISTANCE OF 1201.09 FEET;
34. THENCE SOUTH 00°49'36" EAST A DISTANCE OF 1565.52 FEET;
35. THENCE NORTH 89°04'04" WEST A DISTANCE OF 85.69 FEET TO THE POINT OF BEGINNING.

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

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



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

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

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

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

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

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

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

5. (Initial one)

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

OR

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

6. Upon an annexation ordinance becoming effective, all lands within the Property sought to be annexed shall become subject to all ordinances, resolutions, rules, and regulations of the Town of Monument, except for general property taxes of the Town of Monument, which shall become effective on January 1 of the next succeeding year following passage of the annexation ordinance.

7. If not requested concurrent with this Petition for Annexation, within ninety (90) days after the effective date of the annexation ordinance, Petitioner will request that zoning be granted by the Town of Monument.

8. (Initial one)

The Property comprises:

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

OR

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

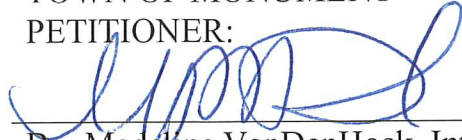
9. The mailing address of each Petitioner, the legal description of the land owned by each Petitioner and the date of each signature are all shown on this Petition.

10. Attached to this Petition is the Affidavit of Circulator of this Petition that the signature(s) hereon is the signature of the person whose name it purports to be.

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

Signed this 7th day of April, 2025.

TOWN OF MONUMENT
PETITIONER:



By: Madeline VanDenHoek, Interim Town
Manager

4/8/25

(Date)

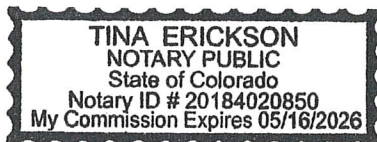
645 Beacon Lite Road Monument CO., 80132
(Mailing Address)

STATE OF COLORADO)
) ss.
COUNTY OF El Paso)

The foregoing was subscribed and sworn to before me this 8th day of April, 2025, by MadelineVanDenHoek as Petitioner and Owner.

Witness my hand and official seal.

My commission expires: 05/16/2026




Notary Public

AFFIDAVIT OF CIRCULATOR

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

That he/she was the circulator of the foregoing Petition for Annexation of lands to the Town of Monument, consisting of 7 pages, including this page, and that the signature(s) of _____, thereon was witnessed by the circulator and is the true and original signature(s) of the person(s) whose name(s) they purport to be, and that the date of such signature is correct.

Madeline Vandenthoek

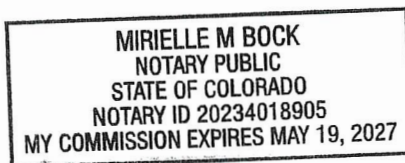
Saurabhogan
Circulator

STATE OF COLORADO)
) SS.
COUNTY OF El Paso)

The foregoing AFFIDAVIT OF CIRCULATOR was subscribed and sworn to before me this 15th day of April, 20 25, by Laura Hogan.

Witness my hand and official seal.

My commission expires: May 19, 2021



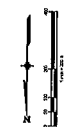
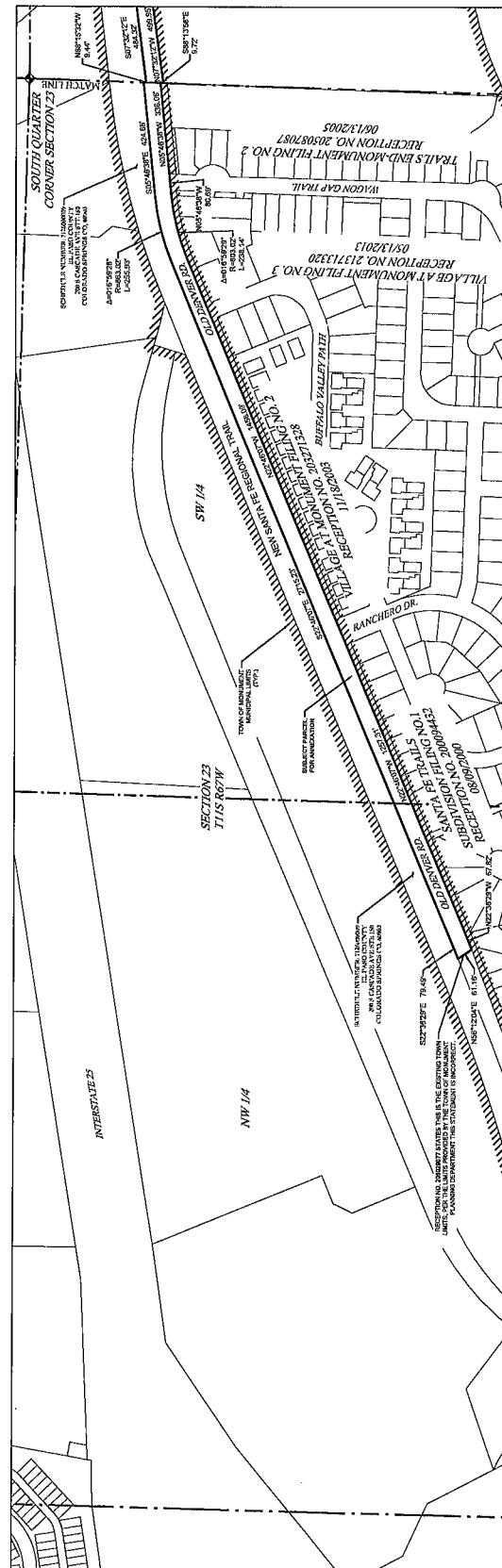
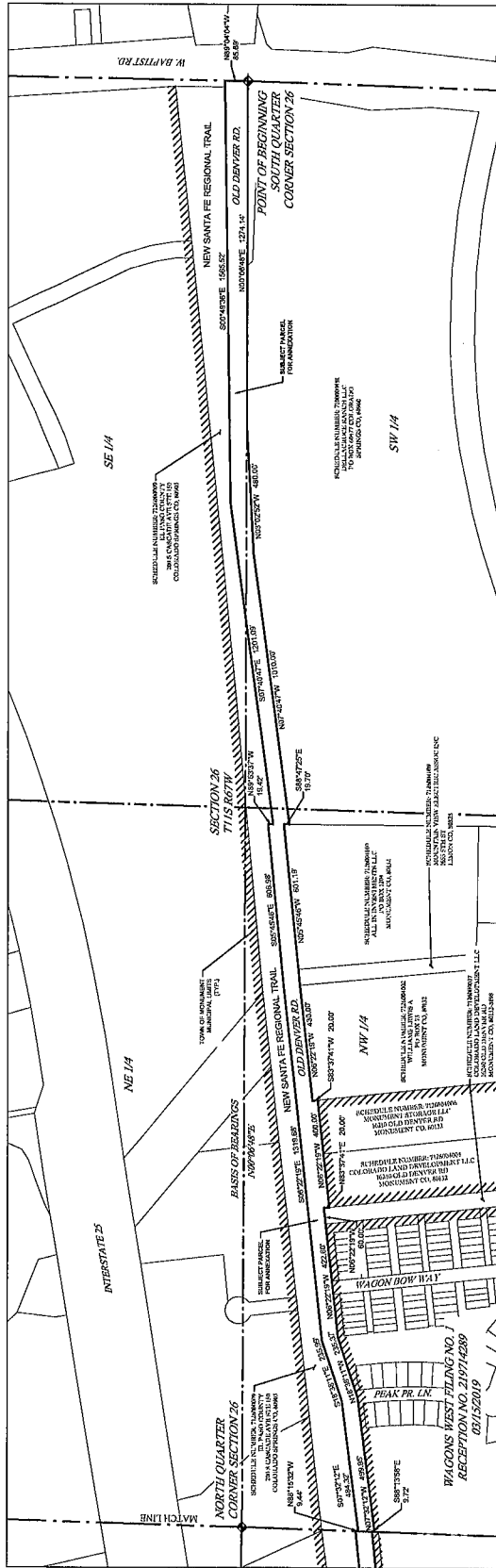
Viridiana M. Bock
Notary Public

EXHIBIT A
ANNEXATION MAP

[4 copies]

OLD DENVER ROAD ANNEXATION PLAT

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



LEGEND
TOWN OF MONUMENT INCORPORATED LIMITS

SECTIONS 23 & 26, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF MONUMENT, COLORADO	
ANNEXATION PLAT	
JACOBS	
DATE: 08/13/2005	BY: [Signature]
CHECKED BY: [Signature]	DATE: 08/13/2005
TOWN OF MONUMENT INCORPORATED LIMITS	

OLD DENVER ROAD
ANNEXATION PLAT

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

SURVEYOR'S CERTIFICATE:

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

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

GENERAL NOTES:

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

CONTIGUITY CALCULATIONS:

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

TOWN APPROVAL:

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

Mayor _____ Date _____

Town Clerk _____ Date _____

PLANNING DEPARTMENT:

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

Planning Director _____

CLERK AND RECORDER'S CERTIFICATE:

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

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

Steve Schleiker, Clerk and Recorder

By: _____
Its: _____

Fee: _____
Surcharge: _____



VICINITY MAP
1"=1000'

PROPERTY OWNER'S CERTIFICATE:

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

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

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

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

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

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

Executed this ____ day of _____, 2025.

Owner(s)

STATE OF COLORADO)
) ss.
COUNTY OF _____)

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

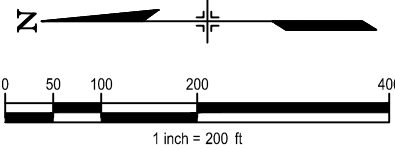
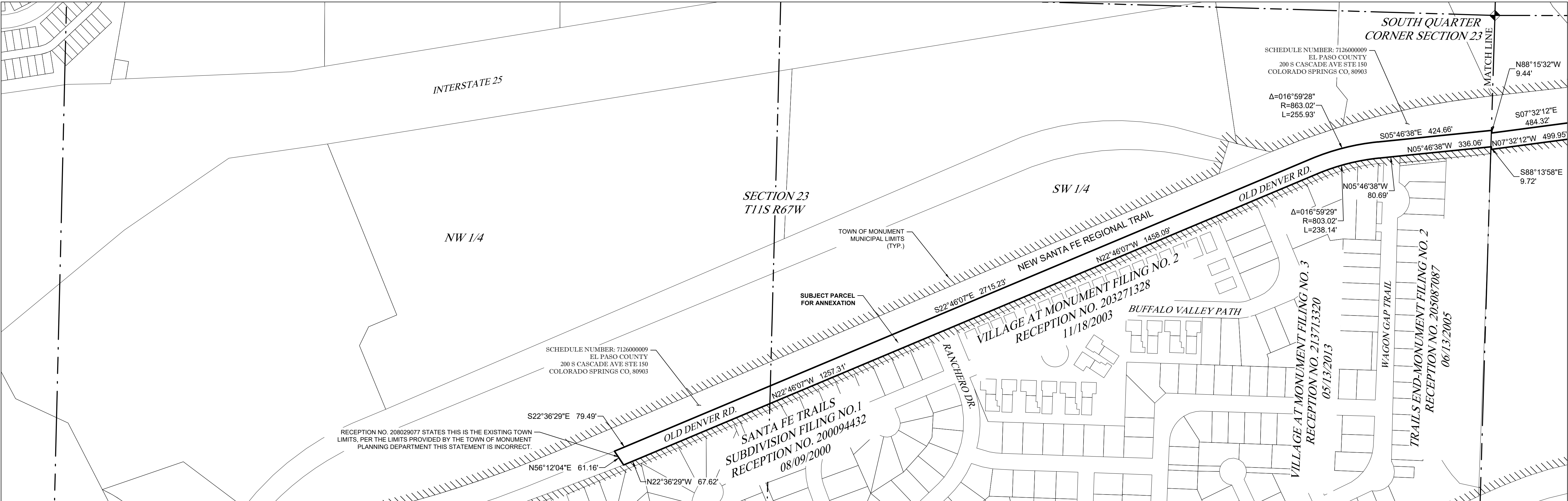
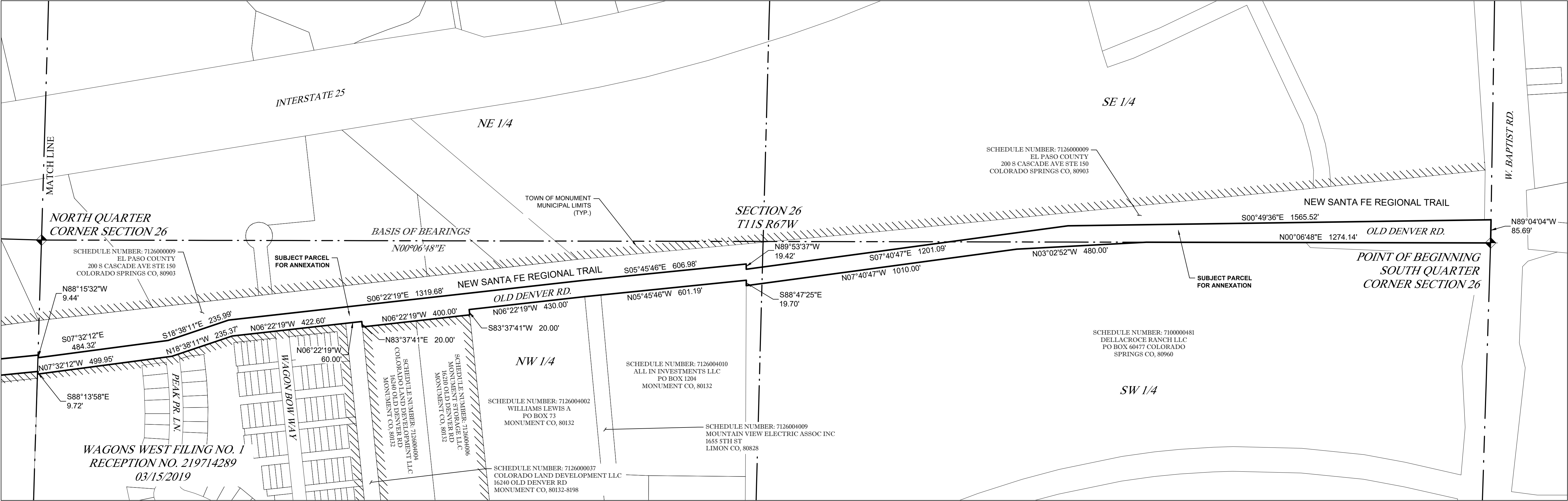
Notary Signature _____

My Commission Expires: _____

JACOBS PROJECT NO. _____ WYKY9932		SECTIONS 23 & 26, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN TOWN OF MONUMENT, COLORADO	
CLIENT PROJECT NO. _____ N/A		TITLE OLD DENVER ROAD ANNEXATION PLAT	
REVISION DESCRIPTION		SHEET NO. 1 OF 2	
DRAWN	SRP DATE 01/31/2025 SCALE N/A		
Jacobs 6312 South Fiddlers Green Circle, Suite 200N, Greenwood Village, CO 80111 +1 (303) 771-2800			
THIS MATERIAL AND ANY ASSOCIATED ELECTRONIC DATA WAS PREPARED BY JACOBS FOR THE PROJECT INDICATED. ANY REUSE OR MODIFICATION WITHOUT THE WRITTEN CONSENT OF JACOBS SHALL BE AT THE SOLE RISK OF THE USER.			

OLD DENVER ROAD
ANNEXATION PLAT

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



LEGEND

TOWN OF MONUMENT INCORPORATED LIMITS

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

acc

RESOLUTION NO. 25-138

BOARD OF COUNTY COMMISSIONERS
COUNTY OF EL PASO, STATE OF COLORADO

APPROVAL OF A WAIVER OF AN ANNEXATION IMPACT REPORT
OLD DENVER HIGHWAY (ANX255)

WHEREAS, The Town of Monument did file an application with the El Paso County Planning and Community Development Department for the approval of a waiver of an annexation impact report for property in the unincorporated area of El Paso County as described in Exhibit A, which is attached hereto and incorporated herein by reference; and

WHEREAS, pursuant to C.R.S. §§ 30-11-103, and 30-11-107(1)(e), the Board of County Commissioners of El Paso County, Colorado (hereinafter "Board") has the authority to manage the concerns of the County and do all other acts concerning the County when deemed by the Board to be in the best interests of the citizens of El Paso County; and

WHEREAS, the Board may waive the filing of an annexation impact report pursuant to § 10.1.3 of the El Paso County Land Development Code; and

WHEREAS, on March 10, 2008 and pursuant to Resolution 08-108, the Board did approve the conveyance of the Old Denver Highway right-of-way by Bargain and Sale Deed to the Town of Monument; and

WHEREAS, the Town of Monument will continue to operate the Old Denver Highway as a public road; and

WHEREAS, the Board finds that it is appropriate and does not create a detriment to the public interest to waive the filing of an annexation impact report for the annexation of the Old Denver Highway.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of El Paso County, Colorado, hereby approves the waiver of the annexation impact report for the Old Denver Highway (12.9-acres);

DONE THIS 20 day of May 2025 at Colorado Springs, Colorado.

ATTEST

Steve Schleiker
County Clerk & Recorder



BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

By: Carrie Geithner
Carrie Geithner, Chair

Steve Schleiker
05/20/2025 01:56:50 PM
Doc \$0.00 20
Rec \$0.00 Pages

El Paso County, CO



225042509

EXHIBIT A

EXHIBIT A-1

OLD DENVER HIGHWAY RIGHT-OF-WAY

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

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

1. BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, AS MONUMENTED BY AN ALUMINUM MONUMENT SET BY P.L.S. 4842, SAID POINT BEING THE POINT OF BEGINNING;
2. THENCE, ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, NORTH 00° 06' 48" EAST A DISTANCE OF 1274.14 FEET;
3. THENCE NORTH 03° 02' 52" WEST, ALONG THE WEST LINE OF A PARCEL OF LAND AS DESCRIBED UNDER RECEPTION NUMBER 204192561 AS RECORDED IN THE RECORDS OF EL PASO COUNTY, COLORADO, A DISTANCE OF 480.00 FEET;
4. THENCE NORTH 07° 40' 47" WEST A DISTANCE OF 1010.00 FEET TO THE NORTHEAST CORNER OF PARCEL 2 AS SHOWN BY A LAND SURVEY PLAT AS RECORDED UNDER RECEPTION NUMBER 201900049 IN THE RECORDS OF EL PASO COUNTY, COLORADO;
5. THENCE SOUTH 88° 47' 25" EAST A DISTANCE OF 19.70 FEET TO THE SOUTHEAST CORNER OF THAT PARCEL OF LAND AS DESCRIBED BY EL PASO COUNTY ASSESSOR PARCEL NUMBER 7126004008;
6. THENCE NORTH 05° 45' 46" WEST, ALONG THE EAST LINE OF SAID PARCEL, 601.19 FEET TO THE NORTHEAST CORNER OF SAID PARCEL;
7. THENCE NORTH 06° 22' 19" WEST, ALONG THE EAST LINE OF THAT PARCEL OF LAND AS DESCRIBED BY EL PASO COUNTY ASSESSOR PARCEL NUMBER 7126004002, A DISTANCE OF 430.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL;
8. THENCE SOUTH 83° 37' 41" WEST, ALONG THE SOUTH LINE OF WILSON'S SUBDIVISION AS RECORDED UNDER RECEPTION NUMBER 1452814 IN THE RECORDS OF EL PASO COUNTY, COLORADO, A DISTANCE OF 20.00 FEET;
9. THENCE NORTH 06° 22' 19" WEST A DISTANCE OF 400.00 FEET TO A POINT ON THE NORTH LINE OF SAID SUBDIVISION;
10. THENCE NORTH 83° 37' 41" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 20.00 FEET TO THE NORTHEAST CORNER OF SAID SUBDIVISION;
11. THENCE NORTH 06° 22' 19" WEST, ALONG THE EAST LINE OF THAT PARCEL OF LAND AS DESCRIBED BY EL PASO COUNTY ASSESSOR PARCEL NUMBER 7126000007, A DISTANCE OF 60.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL;
12. THENCE NORTH 06° 22' 19" WEST, ALONG THE EAST LINE OF THAT PARCEL OF LAND AS DESCRIBED BY EL PASO COUNTY ASSESSOR PARCEL NUMBER 7126003001, A DISTANCE OF 422.60 FEET;
13. THENCE NORTH 18° 38' 11" WEST, ALONG THE EAST LINE OF SAID PARCEL, A DISTANCE OF 235.37 FEET;
14. THENCE NORTH 07° 32' 12" WEST, ALONG THE EAST LINE OF SAID PARCEL, A DISTANCE OF 499.95 FEET TO THE NORTHEAST CORNER OF SAID PARCEL;
15. THENCE SOUTH 88° 13' 58" EAST, ALONG THE SOUTH LINE OF TRAILS END - MONUMENT FILING No. 2 AS RECORDED UNDER RECEPTION NUMBER 205087087 IN THE RECORDS OF EL PASO COUNTY, COLORADO, A DISTANCE OF 9.72 FEET TO THE SOUTHEAST CORNER OF SAID SUBDIVISION;
16. THENCE NORTH 05° 46' 38" WEST, ALONG THE EAST LINE OF SAID SUBDIVISION, A DISTANCE OF 336.06 FEET TO THE NORTHEAST CORNER OF SAID SUBDIVISION;
17. THENCE NORTH 05° 46' 38" WEST, ALONG THE EAST LINE OF TRAILS END - MONUMENT FILING No. 1 AS RECORDED UNDER RECEPTION NUMBER 204211316 IN THE RECORDS OF EL PASO COUNTY, COLORADO, A DISTANCE OF 80.69 FEET TO THE NORTHEAST CORNER OF SAID SUBDIVISION;
18. THENCE ALONG THE EAST LINE OF VILLAGE AT MONUMENT AS RECORDED UNDER RECEPTION NUMBER 202127262 IN THE RECORDS OF EL PASO COUNTY, COLORADO, ON THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 16° 59' 29", A RADIUS OF 803.02 FEET, A CHORD LENGTH OF 238.14 FEET;
19. THENCE NORTH 22° 46' 07" WEST, ALONG THE EAST LINE OF SAID SUBDIVISION, A DISTANCE OF 1458.09 FEET TO THE NORTHEAST CORNER OF SAID SUBDIVISION;



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

EL PASO COUNTY
DEPARTMENT OF TRANSPORTATION

EXHIBIT A-2

OLD DENVER HIGHWAY RIGHT-OF-WAY

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

20. THENCE NORTH 22°46'07" WEST, ALONG THE EAST LINE OF SANTE FE TRAILS SUBDIVISION FILING No. 1 AS RECORDED UNDER RECEPTION NUMBER 2000094432 IN THE RECORDS OF EL PASO COUNTY, COLORADO, A DISTANCE OF 1257.31 FEET TO THE NORTHEAST CORNER OF SAID SUBDIVISION.
21. THENCE NORTH 22°36'29" WEST ALONG THE EAST LINE OF PEAK VIEW RIDGE AS RECORDED UNDER RECEPTION NUMBER 98132682 IN THE RECORDS OF EL PASO COUNTY, COLORADO, A DISTANCE OF 67.62 FEET TO THE EXISTING INCORPORATED LIMITS OF THE TOWN OF MONUMENT.
22. THENCE NORTH 58°12'04" EAST, ALONG SAID TOWN LIMIT, A DISTANCE OF 61.16 FEET.
23. THENCE SOUTH 22°36'29" EAST A DISTANCE OF 79.49 FEET.
24. THENCE SOUTH 22°46'07" EAST A DISTANCE OF 2715.23 FEET.
25. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 10°29'29", A RADIUS OF 863.02 FEET, AND AN ARC LENGTH OF 255.93 FEET.
26. THENCE SOUTH 05°46'38" EAST A DISTANCE OF 424.66 FEET.
27. THENCE NORTH 88°15'32" WEST A DISTANCE OF 9.44 FEET.
28. THENCE SOUTH 07°32'12" EAST A DISTANCE OF 484.32 FEET.
29. THENCE SOUTH 18°38'11" EAST A DISTANCE OF 235.99 FEET.
30. THENCE SOUTH 06°22'19" EAST A DISTANCE OF 1319.68 FEET.
31. THENCE SOUTH 05°45'46" EAST A DISTANCE OF 606.98 FEET.
32. THENCE NORTH 89°53'37" WEST A DISTANCE OF 19.42 FEET.
33. THENCE SOUTH 07°40'47" EAST A DISTANCE OF 1201.09 FEET.
34. THENCE SOUTH 00°49'36" EAST A DISTANCE OF 1585.52 FEET.
35. THENCE NORTH 89°04'04" WEST A DISTANCE OF 85.69 FEET TO THE POINT OF BEGINNING

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

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

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



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

EL PASO COUNTY
DEPARTMENT OF TRANSPORTATION

EL PASO COUNTY
DEPARTMENT OF TRANSPORTATION

EXHIBIT B-2

OLD DENVER HIGHWAY RIGHT-OF-WAY

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



PARCEL 7126004002
WILLIAMS LEWIS A

PARCEL 7126004008
GRUNDER S ROBIN



PARCEL 2
LDC SURVEY PLAT
#201900049

PARCEL 7126002004
PHOENIX BELL ASSOC. LLP

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

EL PASO COUNTY
DEPARTMENT OF TRANSPORTATION

EXHIBIT B-3

OLD DENVER HIGHWAY RIGHT-OF-WAY

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

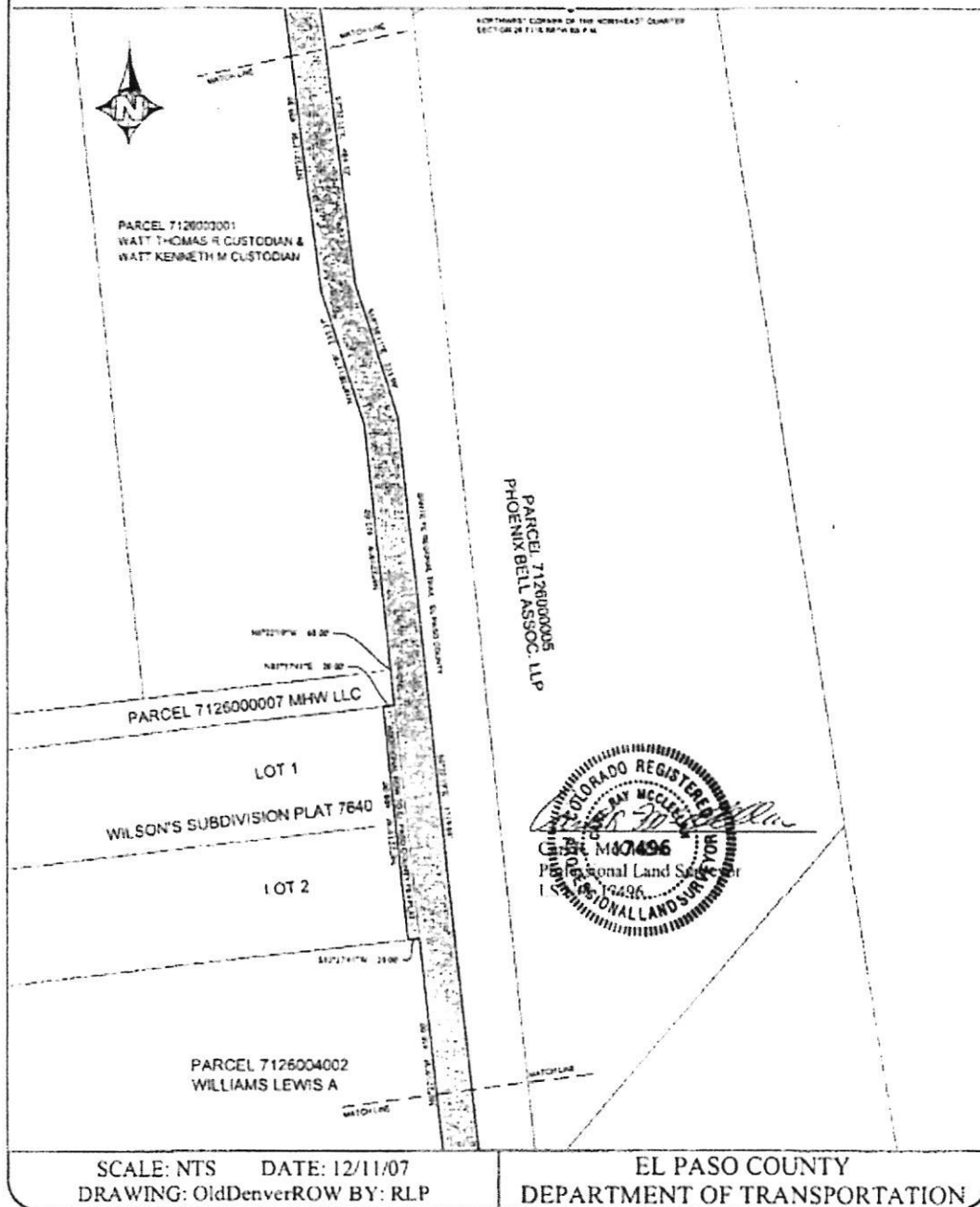


EXHIBIT B-4

OLD DENVER HIGHWAY RIGHT-OF-WAY

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

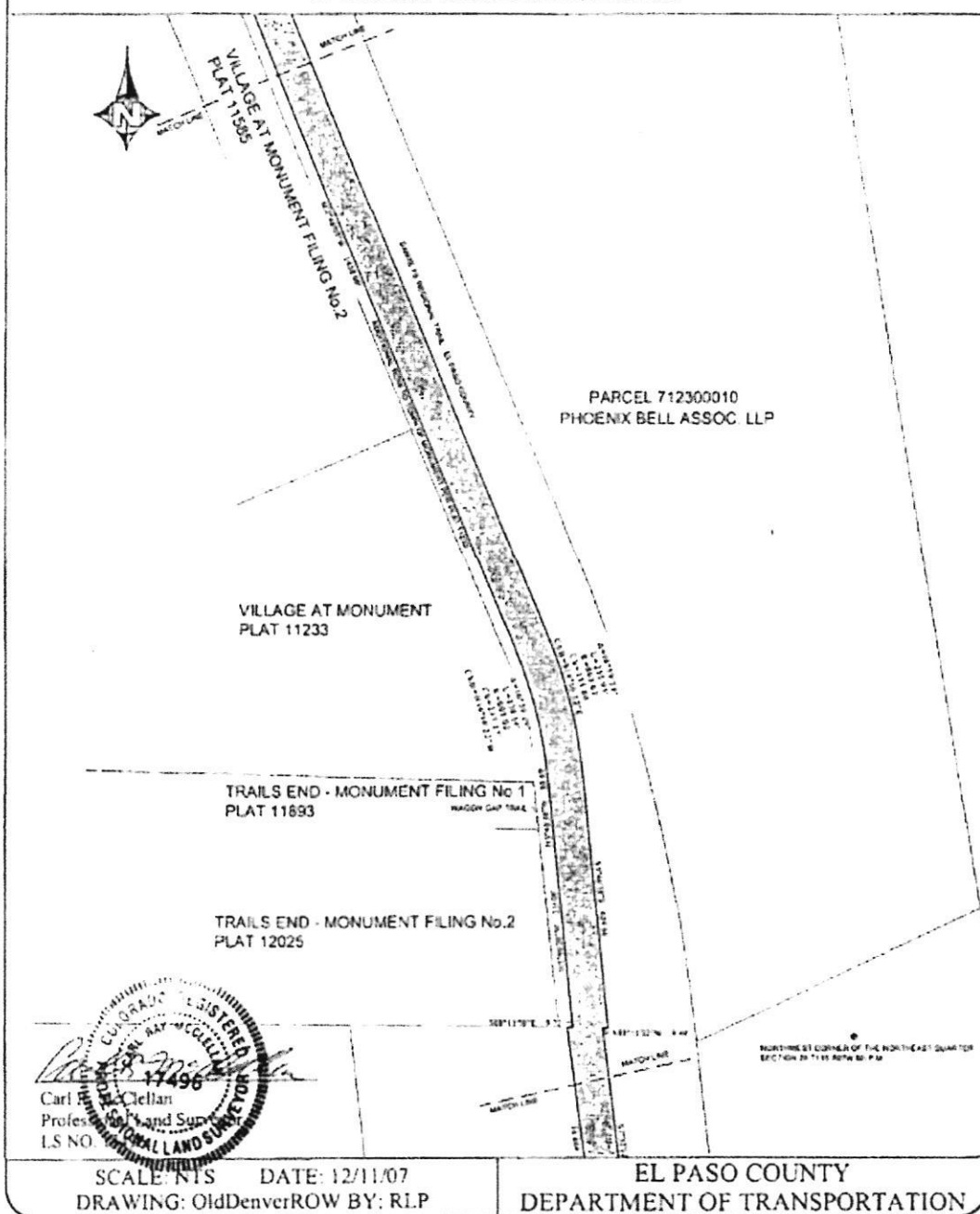
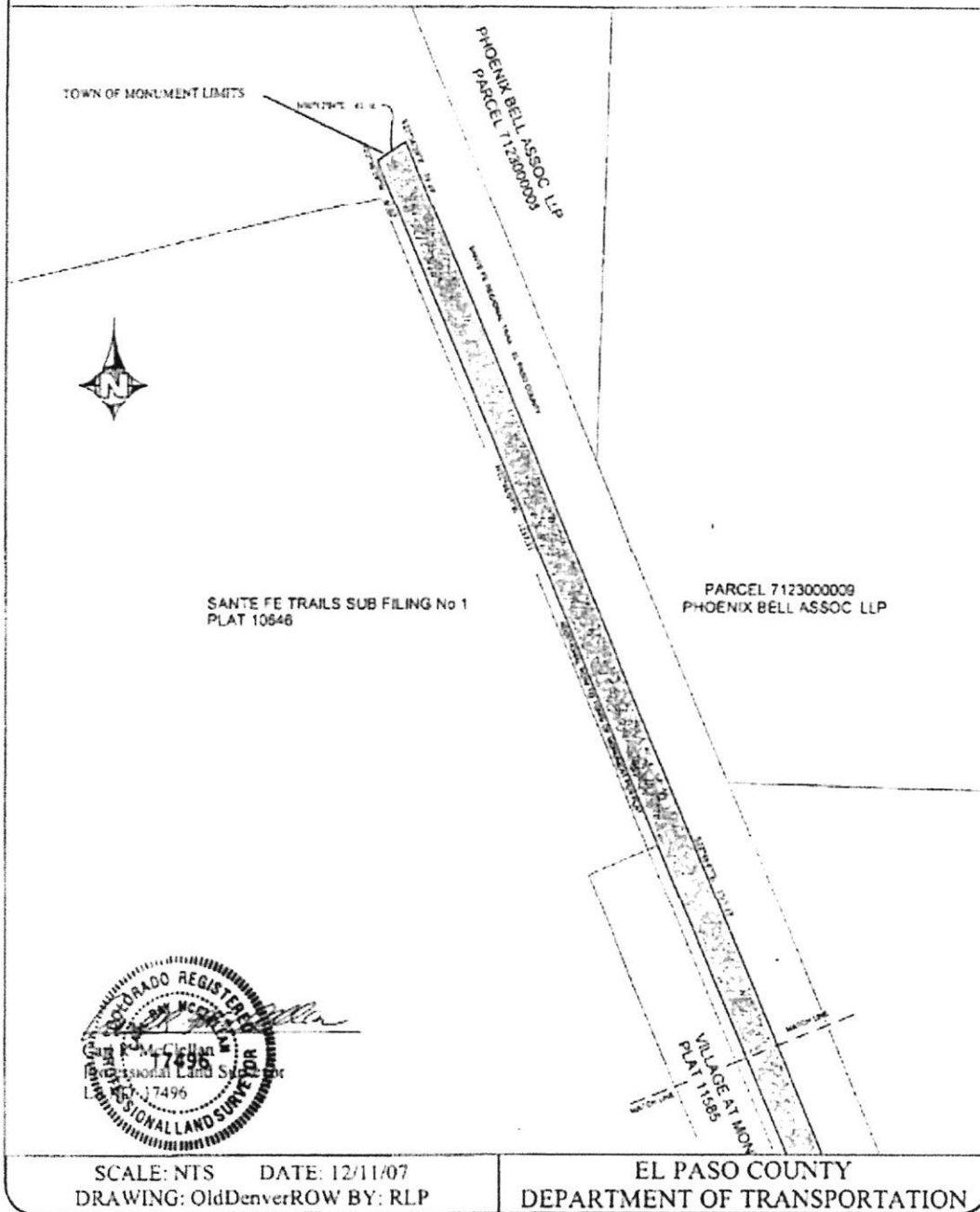
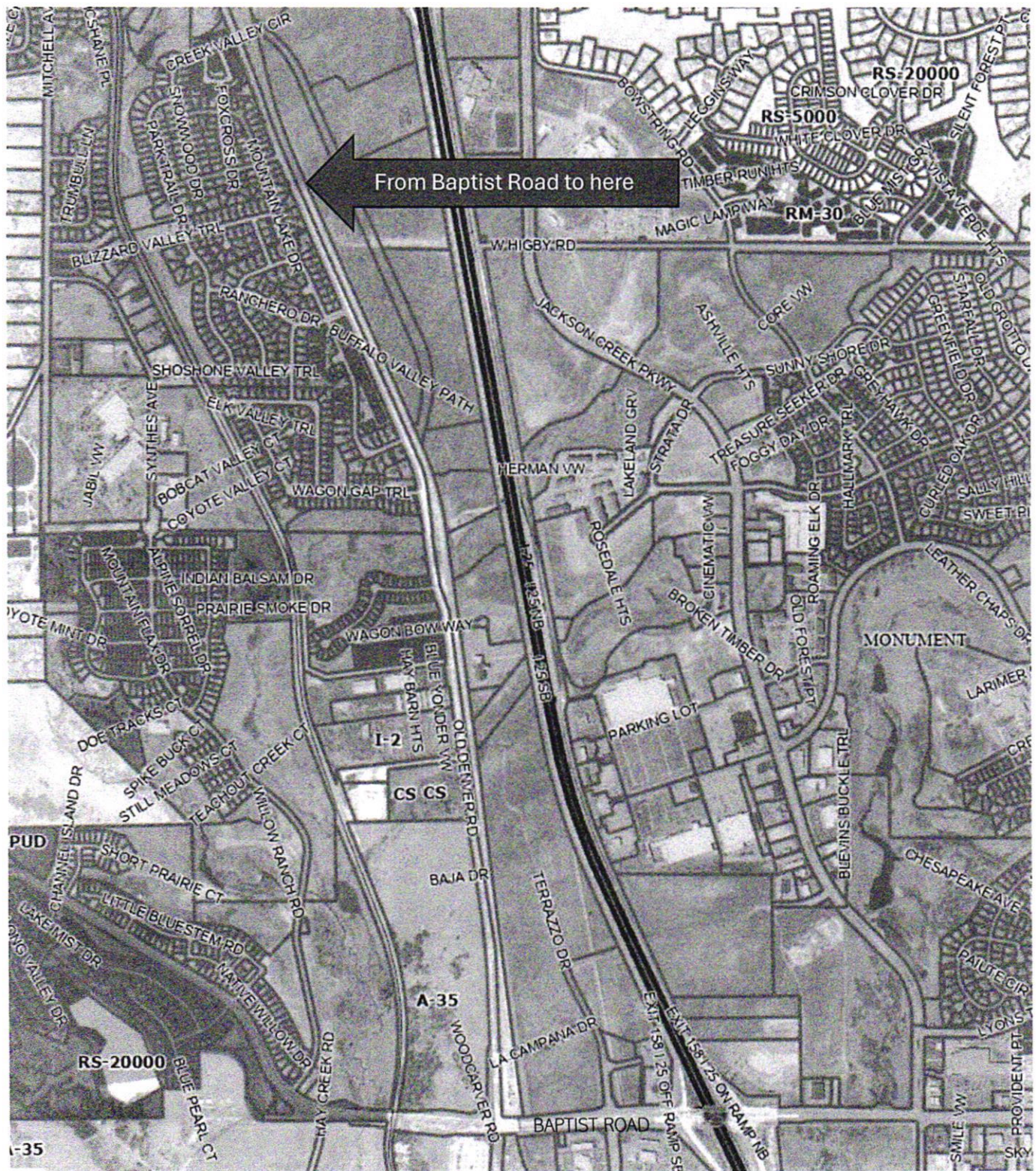


EXHIBIT B-5
OLD DENVER HIGHWAY RIGHT-OF-WAY
SITUATE
SECTIONS 23 AND 26, TOWNSHIP 11 SOUTH, RANGE 67 WEST
OF THE 6th P.M. EL PASO COUNTY, COLORADO





Vicinity Map

BOCC

RESOLUTION NO. 08-108

**BOARD OF COUNTY COMMISSIONERS
COUNTY OF EL PASO, STATE OF COLORADO**

Resolution to approve conveyance of the Old Denver Highway right-of-way, and to approve transfer of title for the right-of-way by Bargain and Sale Deed to the Town of Monument.

WHEREAS, pursuant to §§30-11-101(1)(b)(c), 30-11-102, 30-11-103, and 30-11-107(1)(a)(h), C.R.S., the Board of County Commissioners of El Paso County, Colorado (hereinafter "BOCC") has the legislative authority to purchase and hold real and personal property for the use of the County and to make such orders concerning the same when deemed by the Board to be in the best interests of the County and its inhabitants; and

WHEREAS, the County owns property better known as the Old Denver Highway; and

WHEREAS, the Town of Monument (hereinafter "Monument") identified right-of-way, commonly known as the Old Denver Highway, that they would like to acquire, see Exhibit A. The Town of Monument will continue to operate the Old Denver Highway as a public road and will assume all maintenance responsibilities associated with the road, including but not limited to: removing snow, maintenance, construction, repair, drainage, etc.; and

WHEREAS, the Department of Transportation does not have an interest in keeping the Old Denver Highway, and recommends conveyance to the Town of Monument with the condition that Monument will be responsible for any and all maintenance associated with the road; and

WHEREAS, for the consideration of Ten Dollars and No Cents (\$10.00), the Board has determined that it would be in the best interest of the public to approve of and transfer this right-of-way consisting of 12.9 +/- acres to Monument, and approve the Bargain and Sale Deed, see Exhibit B, attached hereto and incorporated herein by reference to effectuate the hereinabove described transaction.

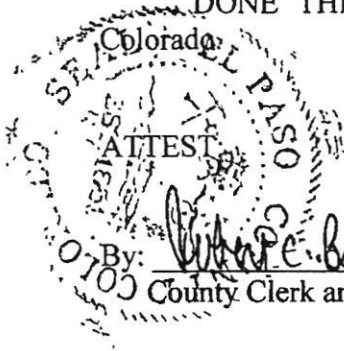
NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the transfer of title to the right-of-way property by the Bargain and Sale Deed from the BOCC to the Town of Monument.

BE IT FURTHER RESOLVED that Dennis Hisey, duly elected, qualified member and Chair of the Board of County Commissioners, or Jim Bensberg, duly elected, qualified member and Vice Chair of the Board of County Commissioners, be and is hereby authorized on behalf of the Board to execute any and all documents necessary to carry out the intent of the Board as described herein.

ROBERT C. "BOB" BALINK El Paso County, CO
03/12/2008 11:59:43 AM
Doc \$0.00 Page
Rec \$0.00 1 of 11 208029076



DONE THIS 10th day of March, 2008, at Colorado Springs,



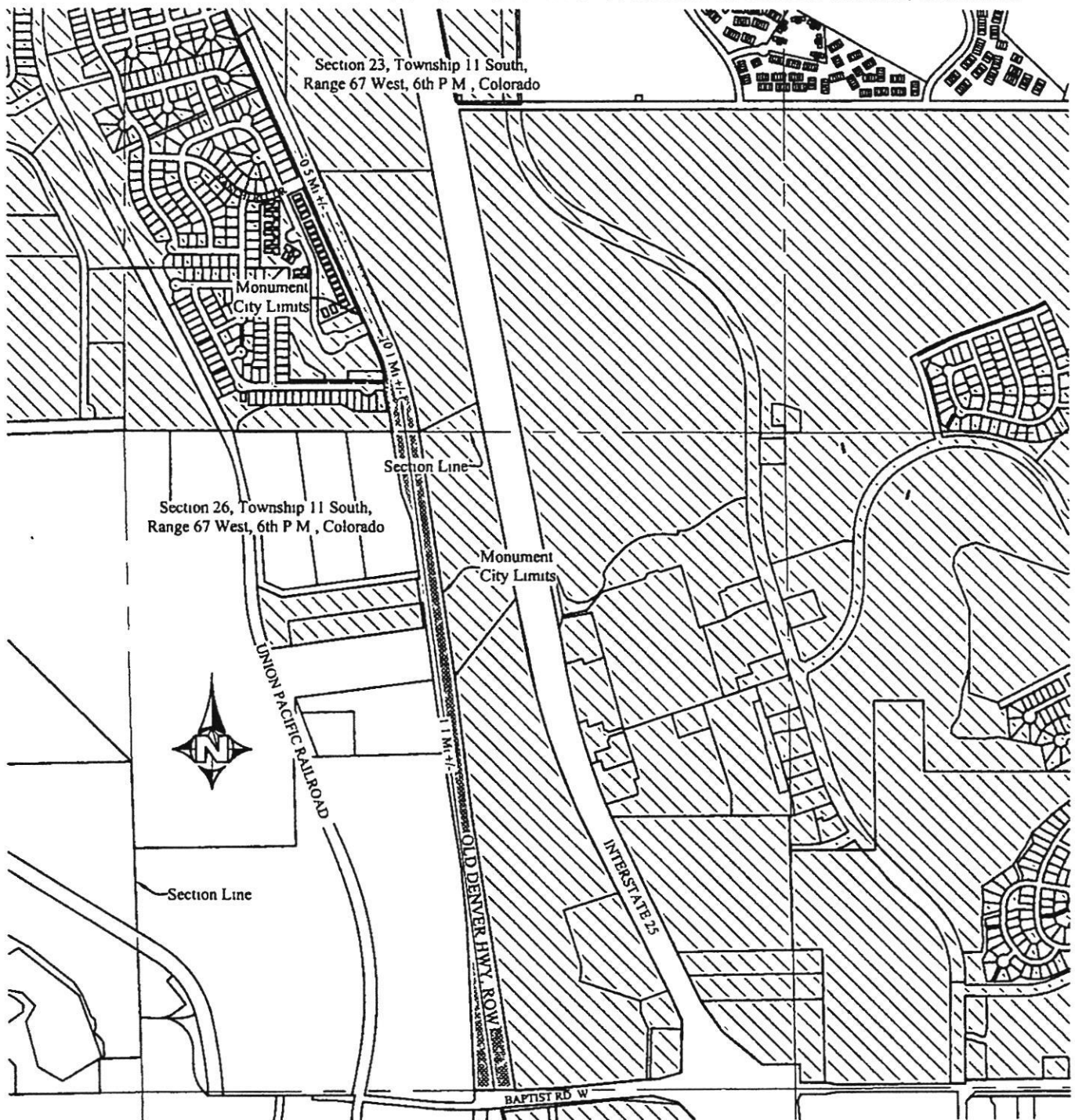
BOARD OF COUNTY COMMISSIONERS
EL PASO COUNTY, COLORADO

By: Dennis Hisey
Dennis Hisey, Chair

EXHIBIT A
OLD DENVER HIGHWAY RIGHT-OF-WAY

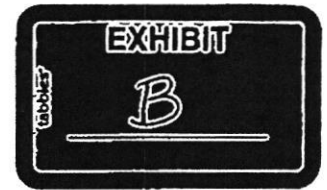
SITUATE

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



SCALE: NTS DATE: 02/06/08
DRAWING: GIS-ROW BY: NH

EL PASO COUNTY
DEPARTMENT OF TRANSPORTATION



BARGAIN AND SALE DEED

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

See attached Exhibits A1 and A2 and B1-B5.

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

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

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

Signed this ____ day of _____, 2008.

ATTEST:

By: _____
County Clerk and Recorder

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

By: _____
Dennis Hisey, Chair

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

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

Witness my hand and official seal.

Notary Public

My Commission Expires: _____

CONSIDERATION IS LESS THAN \$500.00

EXHIBIT A-1

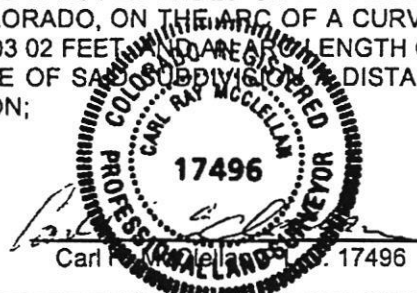
OLD DENVER HIGHWAY RIGHT-OF-WAY

SITUATE

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

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

- 1 BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, AS MONUMENTED BY AN ALUMINUM MONUMENT SET BY P L.S. 4842, SAID POINT BEING THE **POINT OF BEGINNING**;
2. THENCE, ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, NORTH 00° 06'48" EAST A DISTANCE OF 1274.14 FEET;
3. THENCE NORTH 03°02'52" WEST, ALONG THE WEST LINE OF A PARCEL OF LAND AS DESCRIBED UNDER RECEPTION NUMBER 204192561 AS RECORDED IN THE RECORDS OF EL PASO COUNTY, COLORADO, A DISTANCE OF 480 00 FEET;
4. THENCE NORTH 07°40'47" WEST A DISTANCE OF 1010.00 FEET TO THE NORTHEAST CORNER OF PARCEL 2 AS SHOWN BY A LAND SURVEY PLAT AS RECORDED UNDER RECEPTION NUMBER 201900049 IN THE RECORDS OF EL PASO COUNTY, COLORADO,
5. THENCE SOUTH 88°47'25" EAST A DISTANCE OF 19 70 FEET TO THE SOUTHEAST CORNER OF THAT PARCEL OF LAND AS DESCRIBED BY EL PASO COUNTY ASSESSOR PARCEL NUMBER 7126004008;
6. THENCE NORTH 05°45'46" WEST, ALONG THE EAST LINE OF SAID PARCEL, 601 19 FEET TO THE NORTHEAST CORNER OF SAID PARCEL;
7. THENCE NORTH 06°22'19" WEST, ALONG THE EAST LINE OF THAT PARCEL OF LAND AS DESCRIBED BY EL PASO COUNTY ASSESSOR PARCEL NUMBER 7126004002, A DISTANCE OF 430.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL;
8. THENCE SOUTH 83°37'41" WEST, ALONG THE SOUTH LINE OF WILSON'S SUBDIVISION AS RECORDED UNDER RECEPTION NUMBER 1462814 IN THE RECORDS OF EL PASO COUNTY, COLORADO, A DISTANCE OF 20.00 FEET;
9. THENCE NORTH 06°22'19" WEST A DISTANCE OF 400.00 FEET TO A POINT ON THE NORTH LINE OF SAID SUBDIVISION;
10. THENCE NORTH 83°37'41" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 20.00 FEET TO THE NORTHEAST CORNER OF SAID SUBDIVISION,
11. THENCE NORTH 06°22'19" WEST, ALONG THE EAST LINE OF THAT PARCEL OF LAND AS DESCRIBED BY EL PASO COUNTY ASSESSOR PARCEL NUMBER 7126000007, A DISTANCE OF 60 00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL;
12. THENCE NORTH 06°22'19" WEST, ALONG THE EAST LINE OF THAT PARCEL OF LAND AS DESCRIBED BY EL PASO COUNTY ASSESSOR PARCEL NUMBER 7126003001, A DISTANCE OF 422.60 FEET,
13. THENCE NORTH 18°38'11" WEST, ALONG THE EAST LINE OF SAID PARCEL, A DISTANCE OF 235.37 FEET,
14. THENCE NORTH 07°32'12" WEST, ALONG THE EAST LINE OF SAID PARCEL, A DISTANCE OF 499 95 FEET TO THE NORTHEAST CORNER OF SAID PARCEL;
15. THENCE SOUTH 88°13'58" EAST, ALONG THE SOUTH LINE OF TRAILS END - MONUMENT FILING No. 2 AS RECORDED UNDER RECEPTION NUMBER 205087087 IN THE RECORDS OF EL PASO COUNTY, COLORADO, A DISTANCE OF 9 72 FEET TO THE SOUTHEAST CORNER OF SAID SUBDIVISION;
16. THENCE NORTH 05°46'38" WEST, ALONG THE EAST LINE OF SAID SUBDIVISION, A DISTANCE OF 336.06 FEET TO THE NORTHEAST CORNER OF SAID SUBDIVISION;
17. THENCE NORTH 05°46'38" WEST, ALONG THE EAST LINE OF TRAILS END - MONUMENT FILING No. 1 AS RECORDED UNDER RECEPTION NUMBER 204211316 IN THE RECORDS OF EL PASO COUNTY, COLORADO, A DISTANCE OF 80.69 FEET TO THE NORTHEAST CORNER OF SAID SUBDIVISION;
18. THENCE ALONG THE EAST LINE OF VILLAGE AT MONUMENT AS RECORDED UNDER RECEPTION NUMBER 202127262 IN THE RECORDS OF EL PASO COUNTY, COLORADO, ON THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 16°59'29", A RADIUS OF 803 02 FEET AND A CHORD LENGTH OF 238.14 FEET,
19. THENCE NORTH 22°46'07" WEST, ALONG THE EAST LINE OF SAID SUBDIVISION, A DISTANCE OF 1458 09 FEET TO THE NORTHEAST CORNER OF SAID SUBDIVISION;



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

EL PASO COUNTY
DEPARTMENT OF TRANSPORTATION

EXHIBIT A-2

OLD DENVER HIGHWAY RIGHT-OF-WAY

SITUATE

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

20. THENCE NORTH 22°46'07" WEST, ALONG THE EAST LINE OF SANTE FE TRAILS SUBDIVISION FILING No. 1 AS RECORDED UNDER RECEPTION NUMBER 2000094432 IN THE RECORDS OF EL PASO COUNTY, COLORADO, A DISTANCE OF 1257.31 FEET TO THE NORTHEAST CORNER OF SAID SUBDIVISION,
21. THENCE NORTH 22°36'29" WEST ALONG THE EAST LINE OF PEAK VIEW RIDGE AS RECORDED UNDER RECEPTION NUMBER 98132682 IN THE RECORDS OF EL PASO COUNTY, COLORADO, A DISTANCE OF 67 62 FEET TO THE EXISTING INCORPORATED LIMITS OF THE TOWN OF MONUMENT;
22. THENCE NORTH 56°12'04" EAST, ALONG SAID TOWN LIMIT, A DISTANCE OF 61 16 FEET,
23. THENCE SOUTH 22°36'29" EAST A DISTANCE OF 79 49 FEET;
24. THENCE SOUTH 22°46'07" EAST A DISTANCE OF 2715.23 FEET;
25. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 16°59'29", A RADIUS OF 863.02 FEET, AND AN ARC LENGTH OF 255.93 FEET;
26. THENCE SOUTH 05°46'38" EAST A DISTANCE OF 424 66 FEET,
27. THENCE NORTH 88°15'32" WEST A DISTANCE OF 9 44 FEET;
28. THENCE SOUTH 07°32'12" EAST A DISTANCE OF 484.32 FEET;
29. THENCE SOUTH 18°38'11" EAST A DISTANCE OF 235.99 FEET;
30. THENCE SOUTH 06°22'19" EAST A DISTANCE OF 1319 68 FEET,
31. THENCE SOUTH 05°45'46" EAST A DISTANCE OF 606 98 FEET,
32. THENCE NORTH 89°53'37" WEST A DISTANCE OF 19.42 FEET,
33. THENCE SOUTH 07°40'47" EAST A DISTANCE OF 1201.09 FEET;
34. THENCE SOUTH 00°49'36" EAST A DISTANCE OF 1565.52 FEET;
35. THENCE NORTH 89° 04'04" WEST A DISTANCE OF 85 69 FEET TO THE **POINT OF BEGINNING**

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

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

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



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

EL PASO COUNTY
DEPARTMENT OF TRANSPORTATION

EXHIBIT B-1

OLD DENVER HIGHWAY RIGHT-OF-WAY

SITUATE

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



ADDITIONAL RIGHT-OF-WAY
RECEPTION No. 204192561

MATCH LINE

MATCH LINE

N1°02'31"W 480.00'

S74°43'36"E 1565.32'

N0°06'48"E 1274.14'

SANTE FE REGIONAL TRAIL - EL PASO COUNTY

DELLACROCE RANCH LLC
PARCEL 7100000412

POINT OF BEGINNING
SOUTHWEST CORNER OF THE SOUTHEAST QUARTER
S26°11'18"R67°W 8th P.M.

N89°04'04"W 83.69'



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

EL PASO COUNTY
DEPARTMENT OF TRANSPORTATION

EXHIBIT B-2

OLD DENVER HIGHWAY RIGHT-OF-WAY

SITUATE

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



PARCEL 7126004002
WILLIAMS LEWIS A

PARCEL 7126004008
GRUNDER S ROBIN

S88°47'25"E 19.70'

N89°53'37"W 19.42'

SANTE FE REGIONAL TRAIL - EL PASO COUNTY

ST. GATE 1201.09'

00.0101 M.L.B.P.A.N.

REGISTERED
CARL RAY MCCLELLAN
17496
Professional Land Surveyor
LS NO. 17496
ON ALL LAND SURVEYOR

PARCEL 2
LDC SURVEY PLAT
#201900049

PARCEL 7126002004
PHOENIX BELL ASSOC. LLP

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

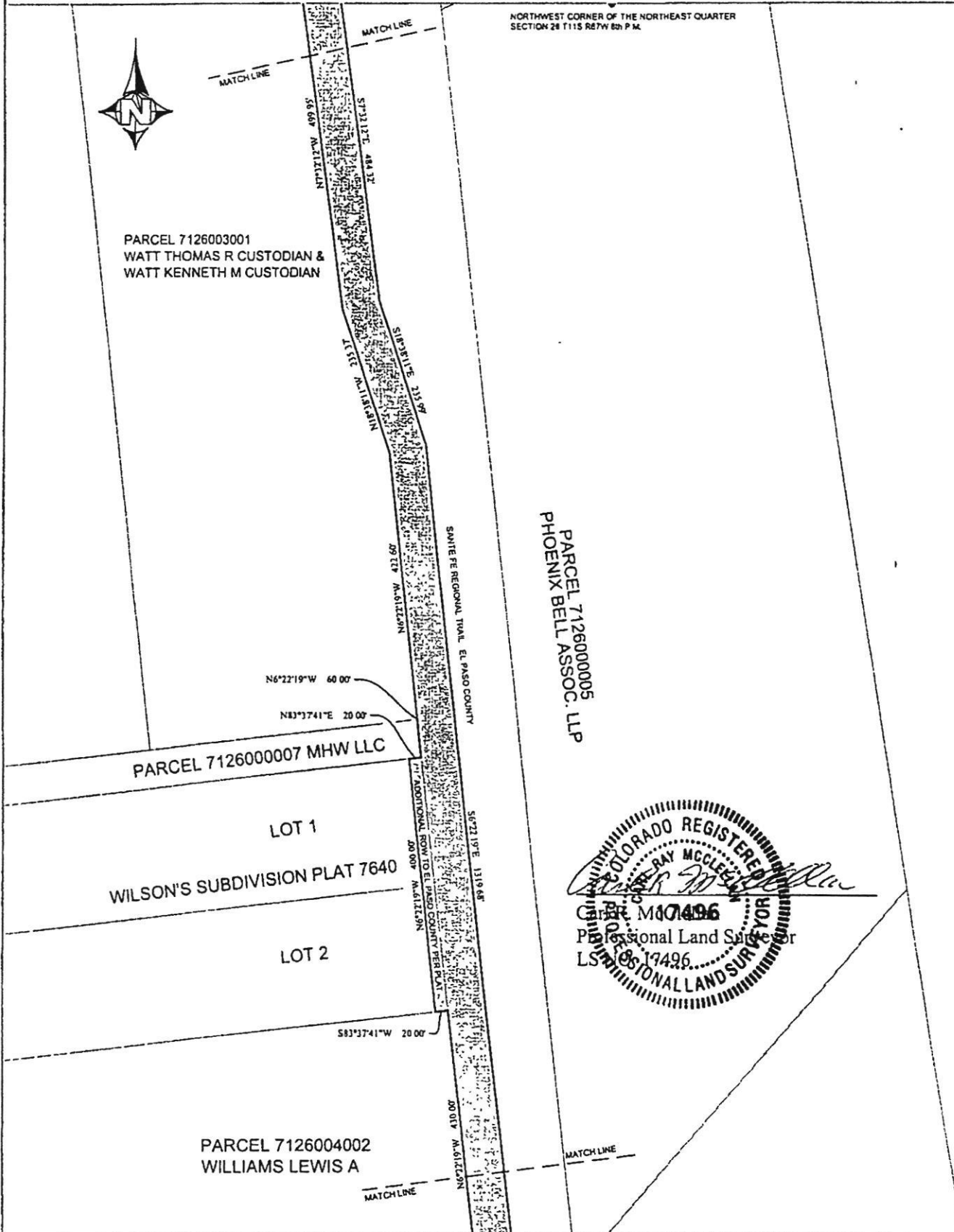
EL PASO COUNTY
DEPARTMENT OF TRANSPORTATION

EXHIBIT B-3

OLD DENVER HIGHWAY RIGHT-OF-WAY

SITUATE

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



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

EL PASO COUNTY
DEPARTMENT OF TRANSPORTATION

EXHIBIT B-4

OLD DENVER HIGHWAY RIGHT-OF-WAY

SITUATE

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



MATCH LINE

VILLAGE AT MONUMENT
PLAT 11585

MATCH LINE

N127°00'W 143.09'

ADDITIONAL ROW TO TOWN OF MONUMENT PER PLAT 1123

SANTE FE REGIONAL TRAIL - EL PASO COUNTY

PARCEL 712300010
PHOENIX BELL ASSOC. LLP

VILLAGE AT MONUMENT
PLAT 11233

CAB-N114°16'21"W
L=103.02'
R=233.77'

CAB-N114°16'21"W
L=103.02'
R=233.77'

TRAILS END - MONUMENT FILING No 1
PLAT 11893

WAGON GAP TRAIL

TRAILS END - MONUMENT FILING No.2
PLAT 12025

S88°12'58"E 9.72'

N88°15'32"W 9.44'

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

MATCH LINE

MATCH LINE



SCALE: N.T.S. DATE: 12/11/07
DRAWING: OldDenverROW BY: RLP

EL PASO COUNTY
DEPARTMENT OF TRANSPORTATION

EXHIBIT B-5

OLD DENVER HIGHWAY RIGHT-OF-WAY

SITUATE

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

TOWN OF MONUMENT LIMITS

PHOENIX BELL ASSOC. LLP
PARCEL 7123000008

SANTE FE REGIONAL TRAIL - EL PASO COUNTY

PARCEL 7123000009
PHOENIX BELL ASSOC. LLP

SANTE FE TRAILS SUB FILING No 1
PLAT 10646



VILLAGE AT MON
PLAT 11585
MATCH LINE

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

**EL PASO COUNTY
DEPARTMENT OF TRANSPORTATION**

Office of County Clerk and Recorder
El Paso County, State of Colorado
Certified to be a full, true and correct
copy of record in my office.

225042509 Book Page
Date 5/20/25

Steve Schleiker

County Clerk & Recorder, El Paso County, CO

By CM
Deputy

Christie Moulton



TOWN OF MONUMENT, COLORADO

TOWN COUNCIL

**ORDINANCE NO. 11
(SERIES 2025)**

**AN ORDINANCE ANNEXING CERTAIN LANDS KNOWN AS THE OLD
DENVER ROAD ANNEXATION TO THE TOWN OF MONUMENT,
COLORADO**

WHEREAS, a Petition for Annexation (“Petition”) for the annexation of a tract of land known as Old Denver Road, described on the annexation map attached hereto as Exhibit A and incorporated herein by this reference (“Property”), has been filed with and submitted to the Town of Monument; and

WHEREAS, the Town Council has adopted Resolution No. 25-2025, Initiating Annexation Proceedings for Certain Property to be known as the Old Denver Road Annexation, and Finding the Petition to be in Substantial Compliance with Section 31-12-107, C.R.S.; and

WHEREAS, all applicable requirements of the Municipal Annexation Act of 1965 have been fulfilled; and

WHEREAS, the Town Council has held a public hearing, received evidence, and adopted Resolution No. 43-2025 setting forth findings of fact and conclusions regarding the Old Denver Road Annexation; and

WHEREAS, the Property is eligible for annexation in accordance with the Municipal Annexation Act of 1965; and

WHEREAS, the Town Council does hereby find and determines that it is in the best interests of the Town to annex the Property to the Town.

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF MONUMENT, COLORADO, ORDAINS, as follows:

1. **Incorporation.** The recitals set forth above are incorporated and ordained as if set forth in this section in full.
2. **Annexation.** The Property is hereby annexed to the Town of Monument, Colorado, and made a part of said Town.
3. **Filings.** Within thirty (30) days after the effective date of this Ordinance, the Town Clerk shall:

- (a) File one copy of the annexation map with the original of this Annexation Ordinance in the office of the Clerk of the Town of Monument, Colorado.
- (b) File for recording three certified copies of this Annexation Ordinance and map of the area annexed containing a legal description of such area with the County Clerk and Recorder, with a written request that the Clerk and Recorder file one certified copy of such Annexation Ordinance and map with the Division of Local Government of the Department of Local Affairs and one certified copy of such Annexation Ordinance and Map with the Department of Revenue.

4. **Public Hearing.** A public hearing on this Ordinance shall be held on the 16th day of June, 2025, at 6:30 p.m. at the Town Council Chambers, 645 Beacon Lite Road, Monument, Colorado.

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

6. **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.

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

8. **Headings.** The headings to the various sections and paragraphs to this Ordinance have been inserted solely for the convenience of the reader, are not a part of this Ordinance, and shall not be used in any manner to interpret this Ordinance.

9. **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 16th day of June, 2025 by a vote of ____ for and _____ against.

TOWN OF MONUMENT, COLORADO

By: _____
Mitch LaKind, Mayor

Attest:

Tina Erickson, Town Clerk

CERTIFICATE OF PUBLICATION

I, the duly qualified and Town Clerk of the Town of Monument, Colorado, do hereby certify the foregoing Ordinance No. 11-2025 was approved by the Town Council of the Town of Monument at its *regular* meeting held on the 16th day of June, 2025, and was published on _____, 202_, on the Town's official website for not less than ten (10) days, as shown on the Attached Exhibit A.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town of Monument, Colorado, this _____ day of _____, 202_.

Tina Erickson, Town Clerk

(S E A L)

EXHIBIT A
ANNEXATION MAP

Monthly Report to Town Council

MAY 2025

Prepared by

MADELINE VANDENHOEK,
TOWN MANAGER



Photos on the right by Michael Weinfeld

After a thorough and thoughtful selection process, Madeline VanDenHoek has been appointed as the new Town Manager. Madeline has served the Town in various capacities since 2013, including Community Engagement, Director of Parks, and interim Town Manager. her deep knowledge of our community, commitment to public service, and collaborative leadership style makes her an excellent choice to guide us into the future.

Town Manager's Message

May was an exciting and busy month. We had an insightful staff meeting with a guest speaker, Lindsey Carnick, who discussed mindfulness and stress management, providing valuable techniques to help us navigate daily challenges. We recognized several important observances this month, including National Police Week, Mental Health Awareness Month, Town Clerk's Week, Public Service Recognition Week, Older Americans Month, Public Works Week, International HR Day, and Facilities Day. These proclamations and recognitions highlight our commitment to supporting and honoring these vital aspects of our community.

I appreciate members of the Council attending and participating in community events. This month we helped push in the new fire truck with Monument Fire Department, picked up trash for the Great American Cleanup, tasted yummy food at the Taste of Tri-Lakes Cares, attended CML's district meeting in Woodland Park, and our Memorial Day Ceremony. On May 17, we held a community town hall, fostering open dialogue and addressing key issues. It was a great opportunity for residents to voice their concerns and ideas. School Resource Officer Ellis delivered an inspiring speech at Monument Academy's graduation, celebrating the achievements of our students and encouraging them for the future.



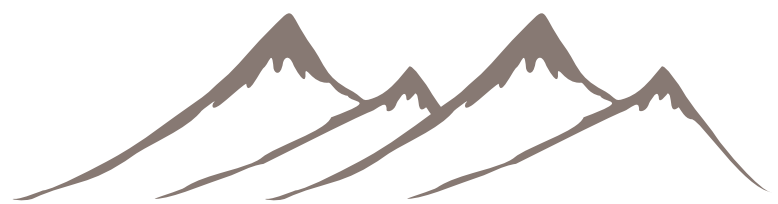
On Memorial Day, our community came together to honor the brave men and women who gave the ultimate sacrifice for our freedom. It was a morning filled with tradition, gratitude, and reflection.

Town Council hosted a community town hall meeting highlighting comprehensive planning, safe streets, trail connections, and parks.



Our Monument 2040 booth at Art Hop was successful, engaging residents with their vision for the future and gathering valuable feedback. The new sidewalk over the railroad has been completed, enhancing pedestrian safety and connectivity in our town. We continue to evaluate options for our future water supply, and Jackson Creek Parkway, ensuring sustainable and reliable resources for our community. I continue to meet with community partners and this month I met with El Paso County, Shield 616, Tri-Lakes Cares, Silver Key, Lewis Palmer School District, Palmer Lake, Pikes Peak Area Council of Government, Pikes Peak Office of Emergency Management, and attended the regional managers' lunch.

I am honored and excited to have been appointed as our new Town Manager. I truly appreciate the support I have received from my family, Council and Board members, Town staff, and the community. I look forward to continuing to foster a vibrant and thriving community. I am thankful to have the trust of the Council to lead our organization.



Administration

General

- Title 13 Rewrite & Legal Coordination: Met with Finance and Water departments to discuss approach to Title 13 rewrite, researched other municipalities' codes regarding water utilities, reviewed and provided suggested changes to Title 13.
- Policy & Governance Support: Reviewed and edited the Monument Citizen Service Level Advisory Committee Draft Charter, wrote resolutions declaring a vacancy and outlining an appointment process, and adopting strategic priorities, added 2026 budget actions to future agendas.
- Strategic Planning & Organizational Development: Developed a project plan for the core values initiative, added strategic priorities to the website, started planning strategic objective development sessions with staff, and evaluated CAP and Fee Study RFP proposals.
- Communications & Public Relations: Wrote and distributed press release regarding Madeline's appointment, sent formal staff notification email regarding Madeline's appointment, added older press releases to Document on Demand, provided feedback, and reformatted a draft communications plan.
- Records Management & Administration: Researched special district filing requirements related to records management and municipal obligations, began transitioning contracts into Laserfiche, revised and updated attorney project list.
- Employee Appreciation: Town Council recognized Tina Erickson and Sylvia Simpson with a Clerks Week Proclamation at their May 5th meeting.

Records Management

- Document templates are being set up to assist with Laserfiche implementation! There will be one for each Records Liaison, based on the types and categories of records being uploaded in Laserfiche. A test batch has been deployed for Administration, and the one for the Clerk is being developed.
- As those templates get sorted out, records will be added to LF - starting with the ones that live in Documents on Demand now. The goal is to get all of those moved over so that we can retire Documents on Demand and use Laserfiche as our new public portal, as it is a little more user-friendly and easier to search and sort. This will also save us a little money on the Documents on Demand fees.
- Joe Castellano from Streets received Records Liaison training and he was the last person on my list, so now each department (and several subdivisions) has a trained liaison.
- Next steps will be an introductory, hands-on training with help from our vendor, Peak Digital, to get our Records Liaisons a little more familiar with Laserfiche and how it works. The intention is to familiarize them with the software and to aid in understanding the logic behind the early decisions being made in this setup phase.

Events

- On Memorial Day, around 200 attendees gathered at Monument Cemetery for a time of remembrance of the brave men and women who made the ultimate sacrifice for our freedom. Following the procession of Veterans and Boy Scouts, the National Anthem and God Bless America were sung. The names of those whose final resting place is Monument Cemetery were read, and each was followed by the ringing of a bell. In Flander's Field and the Answer to In Flander's Field were both read, and a reflection on the significance of Memorial Day was given. We are grateful to those that attended, and those that volunteered their time for this important event.
- A huge thank you to all the volunteers that came out for the Great American Clean-up and their efforts to help keep Monument Beautiful! A crew of about 30 volunteers made their way around Downtown Monument, picking up trash and debris. They collect about 35 bags! And thank you to James Schubauer with our Parks Department for hauling it all away! A few photos of the event are below.



Finance

- The Town Council adopted the Amended 2025 Budget, which begins the process of aligning with the Council's desire for the Town to develop and implement realistic and achievable budgets. The presentation was open and transparent and explained complex financial situations in a simple and accurate manner.
- The Town Council also adopted a comprehensive set of Financial Policies to guide the Town's financial decision making and formally establish policies.
- The ADA self-assessment consultants were on-site in early May conducting their first of many visits as part of their work to prepare an ADA transition plan for the Town.
- Steve Murray presented at the May Colorado Tax Auditors Coalition meeting about Monument's first phase experience with transitioning to a self-collect sales tax agency. Laurie Young will be presenting the second phase, which is the implementation of the self-collect program, at their next meeting in August. It is so great for the Finance Team to share their experience and expertise with our colleagues in Colorado!
- The Finance Team is working with the Water Division to update Title 13 of the Town's Municipal Code, which we expect to present to the Town Council on July 7th.
- The Finance Team participated in on-line Cash Flow, Fiscal Responsibility, Annual GASB Update, and Economic Update Trainings hosted by COLOTRUST. The Team also attended an on-line coaching session with CGFOA on Strategic Planning.
- Finance collaborated with PD/Courts to transition the Court to Express Bill Pay, which improves our internal efficiency.
- The Tri-Lakes Cares Board officially voted to approve Jennifer Phillips as one of their new Board Members. Her two-year term begins in July 2025.

Human Resources

Performance Assessment Update

- We officially kicked off the updated performance review process on May 26, with the assessment window beginning June 1. This year, we are using BambooHR to manage all employee performance assessments. The module is designed to improve clarity, collaboration, and continuous feedback across all teams and includes the following enhancements:
 - Transparent access to assessment questions
 - Both self-assessment and manager/supervisor assessments
 - A shared space for setting and tracking individual and group goals
 - Peer feedback functionality
 - A central area to document and share notes from one-on-one meetings

Compensation & Pay Equity Survey

- The Town of Monument has completed its compensation survey in partnership with CBIZ. As a result, we now have a clearly defined grade system for each position. Additionally, CBIZ will provide support for the next four years. This initiative provides a strong foundation for equitable hiring, recruitment, and retention practices, backed by third-party data and expertise.

New team members who joined us on May 19th:

- Hileigh Leseberg, Police Officer
- Amy Stalnaker, Police Records Specialist
- Patrick George, Seasonal Parks and Water Technician
- Theo Wottoon, Seasonal Parks and Water Technician



On May 7, Town Staff participated in a brunch-and-learn hosted by Lindsey Carnick, a licensed clinical social worker, on mindfulness at work and stress management techniques.

Information Technologies

Ticket Summary

- A total of 124 IT support tickets were completed in April; 60% were resolved by the IT Director, primarily due to the additional work required to document multiple onsite projects.
- 95 support tickets were completed in May; 62% were completed by the IT Director, again attributed to the ongoing documentation of onsite projects, particularly the transition to Microsoft Intune for Mobile Device Management (MDM).

Council Chambers Technology Upgrade (in collaboration with Smart Systems)

- Adjusted contrast and brightness on digital nameplates and improved back camera video quality.
- Awaiting parts and configuration for wireless microphones, and additional nameplate configuration and installation is expected in June.

Other Projects

- Successfully built and deployed a mobile A/V system using repurposed TV, camera, micro-PC, and casting device; only the TV cart was newly acquired.
- Provided configuration and cost estimates for future A/V system upgrades for the Police Department Training Room.
- Migrated over 60 devices (iPhones, Androids, iPads) from Maas360 to Microsoft Intune resulting in cost savings of \$4,200.
- Performed DoD-standard BitRaser wipes on 9 decommissioned computers resulting in cost savings of \$90 (\$10 per device).

Public Service Time

- The Silver Key public service event was cancelled in early May due to weather and a schedule conflict.
- A Silver Key 1-on-1 session was held on May 23rd.

Planning

Staffing

- The Planning Department continues to have one planner vacancy and is in the process of making an offer to an experienced planner looking to relocate from out of state to the Colorado Springs area. We hope to be able to make an announcement in June.

Permits

- Planning Technician Brooke Holtz has issued 14 construction permits so far in May, as compared to 25 permits issued in total for the month of April (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	1	0								1
Commercial New	1	0	1	0	0								2
Commercial One Stop	3	6	0	1	2								12
Land Use	0	1	3	2	0								6
Miscellaneous	0	0	0	1	0								1
One Stop	2	1	2	2	1								8
Public Works	2	0	2	1	2								7
Residential Alteration	1		2	3	2								8
Residential New	7	8	19	14	7								55
subtotal	16	16	29	25	14								100

Comprehensive Plan and Stormwater Management Plan Update

- In April, the Town's planning consultant and Planning Director 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, will be included and summarized in the Existing Conditions Report to be reviewed by the project Steering Committee at a Joint Town Council/Planning Commission meeting on July 21st at 5pm.
- More information can be found at www.townofmonument.org/m2040 and at www.monument2040.com.



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.

Town Engineering Services

- With assistance from Finance Director Phillips, an RFP for Town engineering services was issued in early April. Proposals will be considered in late May.
- Current Engineering services are obtained through the Town's established work order process, often on a case-by-case basis. With the Council's support, the selected person(s) will be appointed as the Town Engineer of Record, responsible for development engineering plan review and inspections for private and public developments, resulting in consistent application of engineering best practices and the Town's engineering standards.

Police Station Design Conference

- From May 19th-22nd, Planning Director Ungerleider, Chief Regan, and Commander Lupton attended the 2025 Station Design Conference in Glendale, AZ. This conference provided valuable insights into the planning and development new police stations. As our town continues to grow and mature, the Police Department must evolve to meet increasing demands. Currently, the Police Department operates in Town Hall, a space that is inadequate and does not adhere to industry best practices for law enforcement facilities.

Current Planning

- On May 5th, Town Council received the Planning Commission recommendations and held public hearings regarding development proposals for the area formerly known as Santa Fe Business Park. At the conclusion of the hearings, Town Council approved Ordinance No. 09-2025 and Resolution No. 28-2025 approving a Final Planned Unit Development for the new Triview Administrative Building in the Terrazzo-Baja Business Park (aka Santa Fe Park) at the northeast corner of Baptist Rd and Old Denver Road. Triview's new 8,030 square-foot administration building will contain offices, and 2,973 square feet of storage and garage space. Construction is expected to begin this summer.
- On May 14th, the Planning Commission conducted public hearings for developments proposed at 836 Synthes Avenue and south of the Monument Marketplace. The first, a conditional use application for 836 Synthes Avenue to have outdoor storage at their proposed warehouse development, received a recommendation for approval. Town Council will consider the matter on June 6th. Second, Planning Commission approved a sketch plan for a project known as Legacy at Jackson Landing, a proposed commercial development anchored by a 129,000 square-foot national "Major A" retailer. In addition to this anchor tenant, the proposed development will feature a mix of retail uses including restaurants and a potential hotel. Legacy at Jackson Landing will require Plan Unit Development and Subdivision approval at public hearings before Planning Commission and Town Council.
- 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: 692 (down from 689 in April).
- Retrieved maps from the storage unit, updated Current Development Review Projects story map, updated Town Metro districts, updated Water Dept databases, and began providing references and links connecting ordinances and resolutions to respective parcels.
- Inventoried and mapped the Town's parks sprinkler system and updated Drainage Pond and Art Sites databases.
- Attended on May 9th GIS CO Board meeting Strategic Planning Meeting.
- Created/Updated the Wayfinding Downtown and Enterprise Zone maps.
- Provided data & maps for the Comprehensive Plan work, the Leadership retreat meeting, and PPACG for the local area development dashboard.

Police

Personnel

- Amy Stalnaker has just started as our Records Specialist this month. She brings a wealth of experience from the El Paso County Sheriff's Office. We are thrilled to have her join the MPD!
- Our new recruits have finished their Field Training Program and are out on patrol with their new teams. New Officer Hileigh Leseberg has just started her Field Training Program. Please welcome Officer Leseberg!
- Police Officer Testing/Oral Boards were held May 22nd. Two promising candidates will move forward through the background screening process.

Updates/Projects/Events

- Monument Police Department participated in a regional multi-agency DUI blitz from May 9th through May 19th.
- Police Officers from around the region participated in Tour de Shield 616, a multi-day ride to honor and remember Golden PD fallen Officer Evan Dunn EOW 11.06.2024. The group stopped in at MPD for a donut!
- On May 17th, Officers responded to a domestic incident on Front St. During the call, two officers were injured but will make a full recovery.

Code Enforcement

- PSAs have received several complaints about signs along Hwy 105 in Monument. PSAs have contacted several of these companies and most are waiting for funding from their corporate offices to make the repairs. Staff will be following up to ensure compliance but are working with the owners as they are cooperative and working with us.
- Overtime construction patrols have been taking place on Sundays for the past few weeks to find and address violations of our construction hours. So far there have been no contacts or instances of violations taking place. Significant effort has been made in the past year to educate these companies about our code and that citations would follow for those out of compliance. Since launching the educational campaign, there has been a dramatic decrease in these violations.
- Removed 15 illegal signs.



Monument Academy's Class of 2025 unanimously selected School Resource Officer Max Ellis as their faculty speaker for their commencement ceremony.



Officers from around the region stopped by Monument Police Department along their Tour de Shield 616 Route.

Public Works

ENGINEERING

- Made stormwater improvements on Front and 2nd Streets to include a sidewalk over the railroad tracks
- Repaired drainage on 2nd Street.
- Improved Teachout Creek drainage by replacing the culvert with two new culverts to prevent flooding of the street.



FACILITIES

- Removed a wall at Town Hall between a small conference room and the kitchen to create a break room for staff.
- Relocated the Finance Director to a different office, to allow for a conference room on the second floor.
- Installed new air compressor at the Public Works Shop.
- Replaced ceiling panels at Town Hall.
- Installed new RTU's at the Public Works Building.
- Completed ongoing maintenance and cleaning of Town buildings.

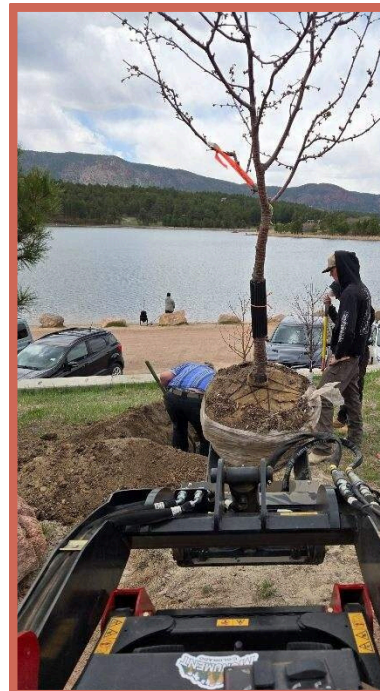


FLEET

- Prepared all necessary Park's Department equipment, such as mowers and weed whackers.
- Repaired and/or upgraded the brake systems on all Town trailers, the chipper, and the mastic machine.

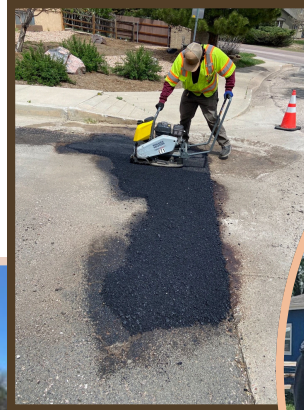
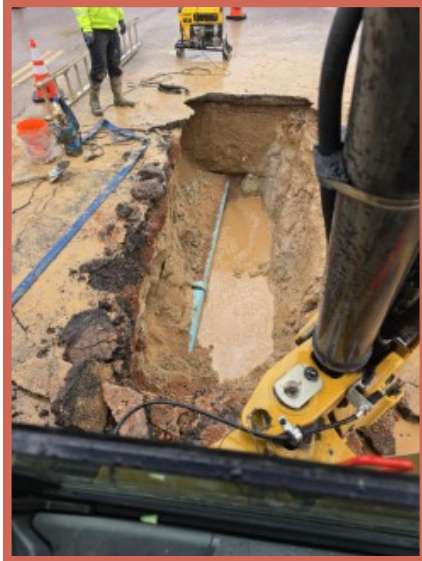
PARKS

- Graded and repaired the Sante Fe Trail Park parking lot.
- Planted trees at Monument Lake.
- Replaced fall zone materials at Town playgrounds.
- Completed flagger training and certification.
- Built a retaining wall at Monument Cemetery.
- Fixed the landscaping and installed an access gate for Well #11, located at 4th Street and Jefferson Street.
- Trimmed trees along Front Street for sidewalk access.
- Repaired and initiated sprinkler systems.
- Placed locate markings on the sprinkler systems for the GIS Technician to enter into cartograph.



STREETS

- Cleaned and daylighted drains down Mitchel Avenue using the vac truck; removed old grass and rocks to improve drainage.
- Completed the new parking lot at Limbach Park by installing new wheel stops, painting parking stall lines, and installing signage for a new handicap stall.
- Installed updated maps and new plexi-glass on the Way Finder signs on Front Street and the corner of Washington and 2nd Streets.
- Repaired potholes in some neighborhoods.
- Completed pothole repairs on McShane Place.



WATER

- Excavated and removed an old hydrant, then installed and backfilled a new one, marking the first hydrant installation completed by Monument staff in several years.
- Cleaned out and verified all valves required for directional flushing were accessible and operational in preparation for system flushing.
- Reviewed 90% design plans with Forsgren in anticipation of bidding on Iron Removal Phases 11, 12, and 13.
- Conducted town-wide hydrant flushing from north to south. Despite a mid-process interruption due to a mainline rupture, the crew completed the repair, replenished supplies, and finished the flushing project.
- Participated in a pre-bid meeting for the iron removal project to address technical questions and clarify Monument's operational needs.
- Began processing plans for a new distribution system map to replace the outdated version and better support operator needs.
- Enhanced alarm capabilities in the SCADA system to provide alerts during summer lightning storms and power outages, ensuring operators are notified if signal is lost from remote sites.
- Seth Songer successfully passed the S Operator certification exam, an important first step in the licensing process.
- Completed electrical installations at the new tank site to support upcoming security camera implementation.
- Responded to a major main break at Mitchell and Synthes Avenue. Crews worked 16 hours in the rain to restore service, Monument's largest in-house repair in over 15 years.
- Installed security cameras at the Red Rocks tank, integrating with alarm systems to provide real-time video monitoring of tank hatches.
- Commissioned new transfer pressure-reducing valves (PRVs) at the booster station. This allows efficient water transfer from the Beacon Light Tank to the Red Rocks Tank, reducing water age and enabling better use of Well 7.